


	22/10/2020	Final	ED	SL	TC	
	Date	Description	Prepared	Checked	Approved	
			Company			
 <p>נתיבי הגז הטבעי לישראל ISRAEL NATURAL GAS LINES</p>			<p>Agreement for High Pressure Vessel Integrity Assessment</p> <p>INGL/TENDER/2020/25</p>			
Company Representative : Mr. Itai Cohen			Document No. 432814			Rev. 1
Document Originator : Ezra Daniel Adv. Sivan Levy						

AGREEMENT

This Agreement (the "**Agreement**") is made as of _____, 2020 by and among: **Israel Natural Gas Lines Company Ltd.** (the "**Company**") an Israeli governmental owned company having its registered office at Migdal Atidim (building no. 8), Kiryat Atidim, Tel-Aviv 6158101, Israel, of the one part; and _____ (the "**Contractor**") an company having its registered office at _____, of the other part.

Whereas, the Government of the State of Israel has decided to construct the natural gas transmission system in Israel by means of the Company; and

Whereas, the Company conducted a Public Tender procedure for the execution of High Pressure Vessel Integrity Assessment (INGL/TENDER/2020/25) (the "**Tender**" and the "**Assessment**"); and

Whereas, in the framework of the Tender procedure the Contractor submitted a Bid and the Company accepted the Contractor's Bid; and

Whereas, as a result, the parties hereto wish to enter into this Agreement and all its ancillary documentation.

Now, Therefore, the parties hereby agree as follows:

General

1. The several documents forming the Agreement are to be taken as mutually explanatory. In case of ambiguities, this Agreement shall prevail over all other documents of the Contract. In case of ambiguities between the documents of the GTC, the priority of the documents shall be as provided for in the GTC.
2. Unless otherwise defined herein, all capitalized terms shall have the same meaning set forth in the Tender Documents and in the GTC.
3. Without derogating of any and all provisions of the GTC:
 - 3.1. It is clarified that the organization period shall be up to 90 days as of the date of the Commencing Work Order.
 - 3.2. The Contractor shall, at its sole expense, engage the Key Personnel throughout the Contract Period, in accordance with the requirements set forth in the Technical Volumes and the Tender.
 - 3.3. The identity of the Key Personnel shall be as detailed in the Proposal and may not be replaced without the prior written approval of the Company.
 - 3.4. The Key Personnel shall be fluent in the English language.
 - 3.5. The Pressure Vessels Inspector and all other active members participating in the Assessment shall remain in place for **the entire duration of the execution** of the Assessment, until the completion and final delivery of all deliverables.

- 3.6. The Contractor shall, at its sole expense, own or have other contractual right of use, the following all the required equipment throughout the Contract Period, in accordance with the requirements set forth in the Technical Volumes.
- 3.7. The Assessments shall be executed in accordance with the requirements of the Specification for Integrity Assessment of Pressure Vessels
4. This Agreement is subject to the approval of the Company.
5. The foregoing preamble and the following documents attached hereto shall constitute an integral part of the Contract and the parties shall observe and abide by them.

The Contract Documents

1. GENERAL TERMS and CONDITIONS (GTC) and its following Annexes

1.1. Legal and Guarantees

- B1 Performance Guarantee
- B2 Release Form
- B3 Contractor's obligations pursuant to the License
- B4 Declaration regarding Conflict of Interests
- B5 Ethical Code

1.2. Technical Volumes

- C1 Specification for Integrity Assessment of Pressure Vessels
- C2 Example Drawings of PRMS Gezer Pressure Vessels & 18" PIG trap

1.3. Financial

- D1 Terms of Payment
- D2 Commercial Proposal (as submitted by Bidder and approved by Company)

1.4. Insurance, Security & Safety

- E1 Security Annexes
- E2 Safety Annexes

2. The Tender (INGL/TENDER/2020/25)

3. Clarifications & Amendments (if published) in the Tender

In Witness hereof, the parties hereto have executed this Agreement as of the day and year first above written.

<p>Israel Natural Gas Lines Company Ltd.</p> <p>Signed on behalf of INGL by the following:</p> <p>Name: Shmuel Turgeman</p> <p>Title: CEO</p> <p>Signature: _____</p> <p>Name: Daniel Szobel</p> <p>Title: CFO</p> <p>Signature: _____</p> <p>Company's Seal: _____</p>	<p>_____</p> <p>The Contractor</p> <p>Signed on behalf _____ by the following:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Company's Seal: _____</p>
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