Ref:

Date	Status		Prepared	Checked		Approved	
1/6/2022	Final	Initials:	GH	YR		Tenders Committee	
נ עי לישראל ISRAEL NATU	Invitation to Bid Engineering Consultancy Services for NG/H ₂ /CO ₂ Underground Storage Projects						
Company Representa	ative: Yair Rubinstein	_	(IN	IGL/TEN	DER/20	022/27)	
Document Originato	r: Gil Hagay, Adv.						



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1.0 **INTRODUCTION**

1.1 Israel Natural Gas Lines Company Ltd. ("INGL" or "Company")

- INGL is a company which was established in 2004; operates under the auspices and regulation of the Israeli Natural Gas Authority, in accordance with the Israeli Natural Gas Market Law, 2002 (the "Natural Gas Law"); is fully owned by the Government of the State of Israel, and is authorized, licensed (until 31.7.2034) and responsible for erecting and operating the Israeli natural gas transmission system (the "System").
- b) The System constructed and operated by the Company includes, inter-alia, approximately 800km onshore and offshore transmission pipelines throughout the State of Israel, 3 receiving terminals from different gas fields, one LNG FSRU STL Buoy, about 50 pressure regulating and metering stations (PRMSs) transmitting the gas to Israeli clients and distribution systems, and 3 border terminals exporting gas to Egypt and Jordan, one of them includes a compressor station (operated by the exporter).
- As of June 2018, part of INGL's bonds is traded in the Israeli Stock Exchange. c)
- More about the Company can be viewed at its website: www.ingl.co.il. d)

The UGS Projects and Zohar Field 1.2

- INGL considers developing underground storages ("UGS") of natural gas for operational and a) strategic purposes including the "Zohar" field located about 50 km southeast of Be'er Sheva and 10 km west of the Dead Sea graben ("UGS Projects" and "Zohar Field").
- b) Over the years the Zohar Field had been studied in various reports and recently by RPSgroup in a report attached as **Annex 11.2** to this ITB ("**RPS Report**").
- c) INGL would like to: 1) prepare a detailed appraisal plan for further investigating the capacities and performance of Zohar Field including but not limited to by checking and validating the RPS Report and preforming a 3D geological modelling of the Zohar Field; 2) execute the appraisal plan including by executing exploration drillings; 3) based on the outcomes – prepare a development plan and technical-economic evaluation for the Zohar Field; 4) review other possible alternatives for UGS Projects in Israel, discuss their suitability also for storing Hydrogen (H2) and Carbon Di-Oxide (CO2) and compare between all the options including Zohar Field itself. At a later stage and based on such study outcomes (granted that the results of the study enable to do so), an engineering design shall be prepared, and an underground storage will be constructed and operated.

1.3 The ITB Goals

This ITB process is aimed to select a Bidder to provide INGL consultancy, engineering, and supervision services (as owner's engineer) regarding UGS Projects according to the Scope of Work attached as Annex 4.

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1.4 **Invitation to Bid ("ITB")**

- a) The Company invites Bidders to submit Bids for the provision of Services in accordance with these ITB Documents which shall direct Bidders with respect to all aspects of the preparation of their Bids.
- b) Invitation of a Bidder to submit a Bid shall not be construed in any way as the Company's acknowledgment that the Bidder is qualified or as to the quality of its Bid, if submitted.

1.5 **Definitions**

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

Affiliate - in relation to any company, at any time, any other entity:

- a) In which such company directly or indirectly controls more than 50% of the registered share capital or rights to vote; or
- b) Which directly or indirectly controls more than 50% of the registered share capital or rights to vote of such company; or
- c) Of which an entity in the above-mentioned Clause b) controls directly or indirectly more than 50% of the registered share capital or rights to vote.

Bid – A proposal submitted by a Bidder according to the terms of the ITB Documents.

Bidder – The entity submitting a Bid to the ITB.

Company or INGL - Israel Natural Gas Lines Company Ltd.

Connected Party means interested party in a corporation, as such term is defined in the Securities Law, 5728-1968.

Consultant – The Bidder that shall be declared by the Company as the successful Bidder in this Tender for the provision of the Services.

Contract/Agreement – The document of the Contract for the provision of the Services attached as **Annex 6** and all attachments and annexes thereto, that will be signed between the Company and the Consultant.

Day – a calendar day according to the Gregorian calendar.

Deviation – Any unauthorized change, omission, reservation, condition and/or addition made by the Bidder to the ITB Documents, in any way, manner and/or scope (including in the Bid itself).

High Income OECD Country - As defined by the world bank (https://data.worldbank.org/?locations=XD-OE-XT).

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Services – Consultancy services and ancillary matters related services, all according to the Scope of Work attached as **Annex 4** and the ITB.

Project Manager – Shall mean the designated representative of the Consultant, managing the Services rendered to the Company, as approved by the Company.

Submission Date - The deadline listed herein for submitting the Bids.

ITB or **Tender** – The invitation to bid issued by the Company in relation to the Services.

ITB Documents - The documents according to which the Bidder is required to submit its Bid, including: this Invitation to Bid, the Contract and all annexes and attachments to such documents.

ITB Prices – The prices quoted for the Services to be provided by the Bidder in the form attached as **Annex 3** herein.

Laws - all laws and regulations of the State of Israel.

Scope of Work – The scope of work required by the Company for the provision of the Services in accordance with the Contract, as detailed in <u>Annex 4</u>. All the tasks set in the Scope of Work given by the Consultant, may be referred also as the "**Project**".

- 1.6 In the ITB Documents, unless the context requires otherwise:
 - a) Headings are for convenience only and do not affect interpretation.
 - b) Words in the singular include the plural and vice versa.
 - c) A reference to "includes" or "including" means "includes, without limitation" or "including, without limitation", respectively.
 - d) A reference to a right or determination, to be made or act, decide or not, by the Company, means, the sole and absolute discretion of the Company.

1.7 **Regulating Authorities**

The construction and operation of the System are under the regulation and supervision of the Israeli Natural Gas Authority ("NGA") that has the right to always inspect and overlook all aspects of the System, in accordance with the Israeli Natural Gas Laws.

1.8 Costs of ITB & Disclaimer

The Bidder shall bear all costs, directly and indirectly, associated with the preparation, delivery and submitting of its Bid (including, if necessary, site visits, provision of additional documentation, rectified bid, renewed Bid, attendance in meetings and presentations, etc.). The Company will in no case be responsible or liable for any costs and/or damages related to the above mentioned and/or due to exercising any of the Company's general prerogatives. By submission of its Bid the Bidder waives all claims against the Company in respect to the above mentioned and the ITB.

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1.9 **Insurances**

The Successful Bidder will be required to arrange and maintain Insurance policies at its own expense, as stipulated in the Agreement.

1.10 Time Schedule of the ITB

Description	Deadline
(i) Last date for submission of requests for clarifications on the	June 23 rd 2022
ITB Documents	
(ii) Bids Final Submission Date	July 14 th 2022 at 17:00 (Israel
	Time)
(iii) Presentation of proposal, methodology and Key Personnel	To be coordinated separately
	with each eligible Bidder

The Company may, at its sole discretion, alter the dates and deadlines set forth in this Section 1.10 or anywhere else in the ITB Documents.

1.11 Prohibition of Coordination of Bids, Submission of Mutual Bids & Conflict of Interest

- a) Bids shall not be jointly submitted by few Bidders / corporations / entities, etc. The Bidder shall be one legal entity and shall not be either a joint venture/consortium or an unregistered partnership.
- b) Bidder or Bidder's Connected Party and/or anyone acting on their behalf shall not coordinate a Bid with other Bidder or with other Bidder's Connected Party and/or with anyone acting on their behalf and shall not be in a status of concern of conflict of interest prohibited by the Laws, with INGL, and shall inform INGL in writing regarding any possibility for the existence of the abovementioned concern. In this clause, "Coordination of a Bid": Including through agreements, settlements, understandings of any kind, expressed or implied, in relation to a matter relating to the ITB process, the ITB Prices, the terms of the Agreement and strategies for pricing, delivery and/or exchanging and/or receipt of information in relation to the ITB process or disclosure of such information in other way, among Bidders, Bidders' Connected Parties or anyone acting on their behalf.
- c) Only one Bidder among Bidders connected in any manner (e.g., single Bidder and a company owned by such Bidder, parent company and its subsidiary, etc.) - shall be entitled to participate in the ITB process.
- d) Bidder shall include in its Bid, a statement declaring if any of its managers and/or employees have any family relation to any of INGL's managers and/or employees, solely based on its knowledge and without being requested to execute an inquiry in relation hereof. The statement shall be attached in a separate letter to the Bid and shall be signed by Bidder's owner / CEO / authorized signatories.

1.12 General Prerogatives of the Company

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Notwithstanding any other provision herein, and without derogating from the Company's rights in these ITB documents, the Company may, at its sole and absolute discretion, do any of the following, at any time including after the Final Submission Date and, in the framework of negotiations:

- a) Decide not to enter the Contract with the successful Bidder.
- b) Cancel the ITB for whatever reason (including related solely to the Company).
- c) Amend or waive any of the terms of the ITB Documents. In which case the amendment will apply equally to all the Bidders, and they will all be given the opportunity to resubmit their Bids or any part thereof, all in accordance with the written instructions of the Company.
- d) Find a Bid unsuitable, or to disqualify Bids that are not fully compliant with the ITB Documents or due to a minor default or lack of information. In such event the Company may request the Bidder to rectify the default, and/or provide any necessary information and/or clarifications even where the Final Submission Date has passed.
- e) Request additional information and/or clarifications and/or documents and/or by way of demonstration of the Bid in the Company from any of the Bidders, including by conducting independent inquiry regarding any matter connected with the ITB, the Bidder and its Bid, or conditionally pass any Bidder with respect to any of the requirements of the ITB Documents subject to the receipt of any of the above prior to awarding him the Contract.
- f) Award the Contract to the Bidder whose Bid placed second in the evaluation process (and so forth in the same manner) in the event of the cancellation of the award of the Contract as a result of the failure of the Bidder chosen by the Company to meet all requirements of the Contract. This provision shall also be applicable to such Bidder.
- g) Provided that the Company first afford the affected Bidder an opportunity to present arguments in support of its Bid, disqualify any Bid with respect to which the Company concludes, at its sole discretion, that the information supplied in the Bid, including the proposed personnel, do not accurately reflect the actual ability of the Bidder to execute the Services for any reason whatsoever, and without limitation, to require such Bidder to replace such proposed personnel with such newly skilled personnel within the time decided by the Company and subject to its prior approval.
- h) At every stage of the Tender, including at the stage of deciding whether to open and review the Bidder's Bid, the Company may, in its sole and absolute discretion, consider any information relating to the Bidder and/or the content of the Bid. To the Company's knowledge in any other way, which may affect, at the sole discretion of the Company, the Bidder's participation in the Tender or its selection as a winner or its ability to provide the Services.

1.13 Governing Law & Jurisdiction

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The ITB shall be governed by and construed in accordance with the applicable Laws. In any event of any unsettled dispute the authorized courts of the city of Tel Aviv - Jaffa shall have the exclusive jurisdiction.

2.0 THE ITB DOCUMENTS

- a) The Bidder shall examine the ITB Documents contained therein. Failure to furnish the information required by the ITB Documents or submission of a Bid not substantially responsive to the ITB Documents in every respect may result in the disqualification of the Bid.
- b) The Bidder shall carry out its own independent research and inquiries about all aspects of the Services, including, but not limited to planning, designing, commercial and legal requirements and all other relevant information relating to any aspect of the Services that may be necessary or useful for the preparation of the Bid.
- c) Whilst this ITB has been prepared with due care, any information contained herein is indicative only and it is provided in good faith for the guidance of the Bidder. No representation, warranty or undertaking, expressed or implied, is or will be made, and the Company and anyone acting on its behalf shall not have any responsibility or liability, and in this respect section 1.6 above shall apply.
- d) Each Bidder, by submitting a Bid, shall be deemed to acknowledge that it is acquainted with and has agreed to all ITB Documents, and all instructions, conditions, and provisions of the ITB, the Bidder shall conduct the necessary analysis and evaluation to ascertain the correctness, completeness, and sufficiency of its Bid for the supply of Services and the prices stated in its Bid before submitting its Bid. The prices proposed in the Bid shall cover all the Bidder's obligations and all matters necessary for the completion of the Services.
- e) The Bidder acknowledges that if it determines that the ITB Documents are not detailed enough or are in any way inadequate, it is required to notify the Company, by means of issuing a request for clarification to the Company in accordance with Section 2.2.
- f) The ITB Documents are available online on the Company's Website www.ingl.co.il. Until the Last Submission Date Bidders are required and recommended to enter the Tender portal at the Company's Website (www.ingl.co.il) (under "Tenders/Publication" tab) daily and check for updates and information issued by the Company.
- g) Prior to and as a precondition to receiving Annexes 11.1-11.3 from the Company, Bidders shall send their contact details and obligation of confidentiality in the form attached as **Annex A2** via e-mail to the Company at the contact information set forth in Section 2.2 below.

2.1 Conflicts between ITB Documents

In the event of conflict between any provisions of the ITB Documents, the order of precedence set forth in clause 2.3 of the Contract shall prevail.

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2.2 Clarification of ITB Documents

a) Prospective Bidders requiring any further information or clarification of the ITB Documents and the ITB process may notify the Company via e-mail, at the e-mailing address indicated below by no later than the date specified in clause 1.11 above. The request for clarification will be made in a "Word" file table and specifically refer to the relevant clause in the ITB or in the Agreement, as applicable. Bidders are recommended to take measures to make sure such request for clarification is received by the Company.

For the attention of:

Mr. Yair Rubinstein, e-mail: rubinstein@ingl.co.il

and Sivan Levy, Adv., e-mail: sivanl@friedman.co.il

- b) The decision to respond to requests for clarification received will be at the sole discretion of the Company. The Company's response on any substantive issue/interpretation (including an explanation to the query) will be sent by e-mail, to all prospective Bidders who have received the ITB Documents. The Company's written response shall constitute an integral part hereof. The Company shall neither be considered nor be liable for any response or information not delivered by the above representative.
- c) The Bidders will be required to acknowledge in writing receipt of any such response to a request for clarification; provided, however, such response shall be effective as an integral part of the ITB Documents whether the Bidders so acknowledge receipt of the response or not.
- d) 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.

2.3 Amendment of ITB Documents

At any time prior to the deadline for submission of Bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the ITB Documents and/or any of its conditions by amendment.

2.4 Severability

Any part, provision, or section of the ITB Documents being found to be invalid or unenforceable, shall not affect the validity or enforceability of any other part, provision, or section. Such invalid or unenforceable part, provision or section shall be deemed severed from the ITB Documents which shall be construed and enforced without reference to such part, provision, or section.

2.5 Proprietary Rights

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- a) All ITB documents including its annexes and all subsequent work products including, without limitation plans, designs, and drawing, submitted to the Company by the Bidder and its subcontractors, or Intellectual property rights developed in the process of executing the Services of this ITB, shall be the absolute property of the Company.
- b) The Bidder waives any and all property rights of any kind whatsoever in the work product of the Services in favour of Company and, it will have no objection and it agrees that the Company will make such use as it deems fit of the work and/or material that is submitted to it in the scope of the Services, including submitting the whole and/or parts of it to entities and/or authorities and/or individuals, as it deems. The Bidder shall be entitled to use the above for the purpose of this ITB only, and shall return all documents, including copies if made, to the Company with the Company's order or in completion of the Services, at the earliest.
- c) The Bidder shall specifically note and mark in its Bid any kind of data or information which the Bidder has any Intellectual property right, and the Company shall treat it as such.

3.0 THRESHOLD REQUIRMENTS

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

3.1 The Bidder's Structure

- a) The Bidder must be an entity duly organized and validly existing under the laws of the jurisdiction in which it was organized.
- b) The Bidder itself must comply with the Threshold Requirements, unless explicitly stated otherwise in the Tender.
- c) The Bidder shall be one legal entity and shall not be either a Joint Venture or Consortium or an unregistered partnership.

3.2 Professional Experience of the Bidder

The Bidder comply with all the following requirments:

- a) The Bidder has been providing engineering consulting services in reviewing and characterization of Natural Gas reservoirs projects since at least the year 2012.
- b) During the period as of 2015 the Bidder provided to Natural Gas transmission systems operators and/or Natural Gas producers, located in a current High-Income OECD Country (as defined in Clause 1.5 above), planning services and owner's engineer consultancy for at least 2 UGS Natural Gas projects, at least 1 of which was in a depleted reservoir.

To this end each project had been activated until the Last Submission Date.

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- c) The Bidder holds an <u>in-house</u> capability to perform Three-dimensional geological modelling of Natural Gas reservoirs.
- d) The Bidder employs at least 15 employees.

For the purpose of meeting the conditions specified in this Clause 3.2 above and Clause 5.1(b) below, a Bidder may rely upon the professional experience gained and accumulated by a legal entity from which the Bidder purchased and/or acquired and/or received activities and assets, including by way of a merger under the laws of the jurisdiction in which the Bidder was incorporated, as well as by any kind of a transaction of assets/activities (hereinafter: "Acquired Corporation").

3.3 Team Members

The Bidder proposed in its Bid all the following personnel for the provision of the Services, meeting the requirements specified below:

a) <u>1 Senior Executive Engineer</u>

- (i) With at least 15 years of professional experience in Natural Gas UGS projects such as: conducting and/or supervising over feasibility studies and natural gas UGS projects, natural gas UGS project managing, experience with natural gas UGS in salt formations and in aquifer reservoirs, supervision of exploration drillings, writing of specifications, reviewing tendering and procurements processes.
- (ii) Provided planning services and owner's engineer consultancy in UGS Natural Gas projects at least since 2017.
- (iii) Had been involved in at least one technical study of UGS for Hydrogen or CO₂.
- (iv) Bidder or its Affiliate employee in the rank of technical/engineering executive in the Bidder.
- (v) Fluent in the English language.

b) <u>1 Engineer</u>

- (i) With at least 10 years of professional experience in the development of Natural Gas UGS projects including the planning of the <u>sub-surface</u> facilities of such projects.
- (ii) Had been involved in at least one technical study of UGS for Hydrogen or CO2.
- (iii) Bidder or its Affiliate employee or a freelance or a sub-contractor.
- (iv) Fluent in the English language.

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c) <u>1 Engineer</u>

- (i) With at least 10 years of professional experience in the development of Natural Gas UGS projects including the planning of the **surface** facilities of such projects.
- (ii) Bidder or its Affiliate employee or a freelance or a sub-contractor.
- (iii) Fluent in the English language.

3.4 General Requirements

- a) The Bidder is not listed as an entity whose activity in Israel and the economic activity of Israeli entities with it are limited or prohibited by the Act for Fighting Iran's Nuclear Plan, 2011 or the Act for the Prevention of the Distribution and Financing of Weapons of Mass Destruction, 2018.
- b) If the Bidder is an Israeli Bidder or an Israeli resident (as defined in the Israeli Income Tax Act), it shall hold and submit all the approvals required pursuant to the Law of Transactions of Public Entities, 1976 and a duly executed affidavit in the form attached as **Annex 10**.

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

4.0 PREPARATION and SUBMISSION OF BIDS

4.1 Compliant Bids

- a) Bidders are required to submit Bids that comply with the financial, legal and technical requirements contained in the ITB Documents including, without limitation, Section 3.0 hereof (hereinafter "Compliant Bids").
- b) Bidders may not deviate in their Bid from the instructions of the Tender and Agreement unless prior permission has been specifically granted in writing by the Company in accordance with clause 2.2 above. The Company may disqualify any Bid containing any such Deviation/s or demand that the Bidder amend its Bid.
- c) The submission of a price quotation in the Bidder's E-MAIL 2 shall be construed as evidence that the Bidder has provided a firm offer which cannot be retracted by the Bidder. The Bidder may not submit a conditional Bid. Any statement to the contrary shall be null and void.

4.2 Bids Submission Rules

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The Bid shall be prepared by the Bidder in a **PDF file** format which shall include all the documents described below and submitted by e-mail to the addresses listed below, in two separate e-mails, carrying subject titles as described below. The e-mails themselves shall not contain any written content (other than the Bidders identification details) and shall contain the documents specified below. The Bids will be evaluated by the Company in accordance with the two-stage selection process set forth in Section 5.1 below.

E-MAIL 1 and E-MAIL 2 shall be sent to the following e-mail addresses only (the Company's legal advisors) titled as described below, by no later than the Final Submission Date in Clause 1.11 above:

sec_tender@ingl.co.il

sivanl@friedman.co.il

It is the Bidder's responsibility to ensure that both **E-MAIL 1 and E-MAIL 2** shall be accepted by the above recipients by no later than the Final submission Date. It is therefore recommended to Bidders to use the "Request a Delivery Receipt" or similar option.

4.3 **Documents Comprising the Bid**

E-MAIL 1- which subject will be:

"E-MAIL 1 – General Requirements in ITB for Engineering Consultancy Services for NG/H2/CO2 Underground Storage Projects".

In E-MAIL 1, the Bidder shall include a *color PDF* scanned, properly signed by the Bidder, copy of the following documents:

- <u>Invitation to Bid</u>. The Invitation to Bid signed by initials on each of the pages, and fully (i) signed by the Bidder on page 22 to the ITB.
- Legal Opinion. The Bidder shall submit the duly executed legal opinion, in the form (ii) attached hereto as Annex 1.
- Contact Details. The Bidder shall submit the duly executed contact details and (iii) undertaking of confidentiality in the form attached hereto as Annex 2.
- Scope of Work. The Scope of Work attached hereto as Annex 4 duly signed by initials (iv) on each of the pages and fully signed by the Bidder.
- **Professional Experience of the Bidder**. The Bidder shall submit the following: (v)
 - Description of the project/s for compliance with the Threshold Requirement in Clause 3.2 above and Bidder's position and role in their performance, in the form attached hereto as Annex 5.

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- If a Bidder wish to rely upon the professional experience gained any accumulated by an Acquired Corporation, the Bid shall also include information and documents attesting the acquisition of the activity/asstes from the Acquired Corporation or organization chart of the Bidder, as applicable, as well as information required under the Bid instructions in connection with the experience gained and accumulated by the Acquired Corporation during the relevant period.
- (vi) <u>Team Members</u>. The filled <u>Annex 5 (1)</u> showing the structure of the consulting team; CVs of all team members (up to 3 pages for each team member), qualification certificates and information of relevant experience as provided in clause 3.3 above and for the evaluation process described in clause 5.1(b) below.

The forms regarding each of Team Member 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 execution of Services, should the Bidder be awarded for providing the Services.

- (vii) <u>Bidder's Proposed Methodology</u>. The Bidder shall submit a proposed methodology for the provision of the Services (the "Methodology"). The Methodology shall include at least the following:
 - A description of the content, schedule, and work program for implementing the entire Scope of Work (including the optional stages), accompanied by an index chapter heading and a short, detailed description of the contents of each item, as detailed in **Annex 4**.
 - A proposed reporting and discussion mechanism with relevant personnel of INGL.
 - A summary presentation of the Methodology.
- (viii) <u>Signed Contract</u>. Contract (in the form attached hereto as <u>Annex 6</u>), signed by initials on each of the pages and fully signed by the Bidder on page 13 to the Contract.
- (ix) <u>Non-Disclosure Agreement.</u> The Bidder shall submit the form attached hereto as <u>Annex</u> <u>7</u> initially signed. Please note that provision of Information from the Company is subject to a duly executed Non-Disclosure Agreement by any Receiver on behalf of the Bidder.
- (x) Affidavit Regarding Non-Payment of "Brokerage Fees" and Non-Employment of Company Consultants. The Bidder shall submit the duly executed affidavit, in the form attached hereto as Annex 8.
- (xi) <u>Disclosure of relevant connections, No Conflict of Interests, No Personal Affinity</u> and Ethical Code Compliance Declaration and Undertaking.

The Bidder shall submit the duly executed affidavit, in the form attached hereto as $\underline{\mathbf{Annex}}$ $\underline{\mathbf{9}}$.

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The Bidder shall reveal, in the form attached hereto as <u>Annex 9(1)</u>, all the entities operating <u>in Israel</u> and involved in the oil and gas market and/or energy and or petrochemicals and/or any related area, which:

- Receive or provide services from or to the Bidder (or Bidder's Connected Party);
- Has business relationships with the Bidder (or Bidder's Connected Party)
- Other information regarding possible conflict of interests that might arise between the Bidder's (or Bidder's Connected Party) activities and the Company.
- (xii) <u>For Israeli Bidders only</u> an Israeli Bidder or an Israeli resident shall submit all the approvals required pursuant to the Law of Transactions of Public Entities, 1976 and a duly executed affidavit in the form attached as **Annex 10**.
- (xiii) <u>Company's Clarifications & Amendments</u>. Duly signed by the Bidder of all Company's clarifications & amendments to the ITB Documents.

E-mail 1 shall not include information on the Bidders commercial proposal.

b) <u>E-MAIL 2</u> - which subject will be:

"E-MAIL 2— ''Bid's Price ITB for Engineering Consultancy Services for NG/H2/CO2 Underground Storage Projects''.

In E-MAIL 2, the Bidder shall include a colour PDF scanned properly signed Bid's Price with Bidder quotation to all items (attached hereto as **Annex 3**).

4.4 Format and Signing of ITB

- a) The documents shall be signed by the Bidder, or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by the written legal opinion in **Annex** 1 accompanying the Bid. The name and position held by each person signing must be indicated next to the signature. The above signatures shall be deemed irrevocable confirmation of the Bidder's understanding and accepting all the terms of the ITB and the ITB documents.
- b) The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

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- c) The Bid shall contain <u>no Deviation</u> in respect to any of the ITB documents, instructions, conditions, and the Contract, including the annexes of all the above. The Company may, at its sole discretion, disqualify the Bid or ignore such Deviation, if made, and evaluate the Bid according to the original above documents, or order the Bidder to rectify its Bid, and as a condition to the awarding of the Contract require the Bidder to conform to all the requirements of the ITB documents as amended, and the Bidder undertakes to act upon the Company's decision or it may accept a Deviation if it reflects, in accordance with Company's decision an immaterial change with respect to the specific wording of the Contract or it may require the Bidder to correct all or part of the Deviation. Without derogating from the above, without limitation, the Company may view all or part of a Deviation as technical errors which do not conflict with the principle of equality; and to treat differently different Deviations in the same Bid or in different Bids.
- d) No Bidder may participate in the Bid of another Bidder.

4.5 ITB Prices, Terms of Payments

- a) The ITB Prices shall be for the whole supply of Services. The Bidder shall price its quotation on the assumption that no Deviations will be accepted by the Company.
- b) The quotations shall be submitted <u>only</u> by filling the table in <u>Annex 3</u> which shall be duly signed by the Bidder.
- c) The ITB Prices shall be comprised of a Fixed Fee, Daily Rates and Hourly Rates for the provision of the Services under <u>Annex 4</u> and as provided in in <u>Annex 3</u> (the "Fixed Fee", "Daily Rates" and the "Hourly Rates").
- d) The Fixed Fee, the Daily Rates and the Hourly Rates quoted by the Bidder shall not exceed the Maximum Prices provided in Annex 3.
- e) The ITB Prices shall be quoted by the Bidder in Euros only.
- f) The Bid's Price shall be firm to all payments and no other escalation clause or rate fluctuations shall be applied. Unless otherwise expressly stated in the Contract, all Consultants' costs in performing the Services including its personnel travel costs, accommodation, etc., are included in the Fees and the Consultant shall not be entitled to any additional consideration or reimbursement.

4.6 Bid validity

- a) The entire Bid shall be valid for 120 Days from the Final Submission Date (including a new Final Submission Date if was amended in accordance with this ITB).
- b) The Company reserves the right to instruct the Bidder to extend its Bid validity, upon the Company's notification, for a 60-Day period. Upon such notification the Bidder shall extend its Bid at its own cost.

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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.

4.7 Language

Unless expressly stated otherwise herein, all Bids and any supplementary information, or any other communication, including during the Contract life, shall be submitted to the Company in the English language only. Any document translated into English shall be authenticated by a public notary and all translation expenses shall be borne by the Bidder.

5.0 **SUBMISSION OF BIDS**

5.1 Deadline for Submission of Bids & Late Bids

- The Bid must be received by the Company at the e-mail address specified in Section 4.2 above by no later than the Bids Final Submission Date set in section 1.11(ii) above.
- b) The Company may, at its sole discretion, extend the deadline for the submission of Bids by amending the ITB Documents in accordance with Sections 1.11 and 2.2 above in which case all the rights and obligations of the Company and Bidders previously subject to the deadline shall be extended accordingly.
- c) The Bidder shall bear all responsibility for submitting of its Bid to the Company no later than the Final Submission Date in section 1.11(ii) above. Any Bids received at the specified e-mail address after the Final Submission Date, as amended, may, at the Company's sole discretion, be declared "Late" and disqualified.

6.0. THE ITB EVALUATION PROCESS

6.1. **Prerequisites & Evaluation Criteria**

The Company will evaluate the various Bids that it receives in accordance with the following two stage process:

a) <u>STAGE 1</u> - Review of general requirements and Threshold Requirements compliance:

The Company will review whether E-MAIL 1 includes all the documents listed in Section 4.3 (a) above to determine whether a Bidder meets the general requirements and the Threshold Requirements as provided in Clause 3.0 above for Bids to be considered by the Company. Bids which shall include all the aforementioned documents and comply with the Threshold Requirements will successfully pass Stage 1.

A Bidder that falls short of meeting any of the Threshold Requirements in accordance with Company's discretion will not progress to the next stage of the ITB.

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At any stage the Company shall be entitled, based on the information provided by the Bidder in the form of **Annex 9(1)** herein, and at its sole discretion: (i) to request the Bidder to provide further information; (ii) to disqualify any Bidder that has a connection with an entity which competes or may compete with the Company or is or may become the Company's client or connected to the Company in any manner which might create conflict of interest; (iii) to determine other means or conditions for continuing the participation of the Bidder in the ITB.

b) **STAGE 2** - With respect to those Bidders that successfully passed Stage 1, the Company will rate and grade the Bid's quality (the "**Quality Score**").

The Bids shall be evaluated and scored according to the following criteria and stages:

Written proposal - up to 50 points, as follows:

- (a) Relevant Experience of the Bidder, according to the form attached as <u>Annex 5</u> according to the following criteria:
 - i. Number of NG UGS projects.
 - ii. Number of Hydrogen UGS projects.
 - iii. Number Carbon Dioxide UGS projects.
 - iv. The above UGS projects status and complexity.
 - v. Bidder's involvement in the above UGS projects.

up to 9 points.

- (b) The proposed Methodology and its compliance with the Scope of Work **up to 15 points**.
- (c) Relevant Experience of the Bidder's Senior Executive Engineer, according to the form attached as **Annex 5(1)** and provided CV according to the following criteria:
 - i. Number of natural gas UGS projects.
 - ii. The above natural gas UGS projects status and complexity.
 - iii. Senior Executive Engineer's involvement in the above natural gas UGS projects.
 - Senior Executive Engineer's level of involvement in Hydrogen and CO2 underground storage studies.

up to 10 points.

- (d) Relevant Experience of the Bidder's other Team Members according to the forms attached as **Annex 5(1)** and provided CV according to the following criteria:
 - i. Number of natural gas UGS projects.
 - ii. The above natural gas UGS projects status and complexity.
 - iii. Team Member's involvement in the above natural gas UGS projects.
 - iv. Level of involvement in Hydrogen and CO2 underground storage studies

up to 8 points each to a maximum of 16 points.

The allocation of the above scores will be based on the Bidders' written proposals.

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c) <u>STAGE 3</u> - The 4 best ranked Bidders (which had been awarded by the Company the top Quality Scores based on the Bidders' written proposals) will be invited to present before the Company the Team Members and proposed Methodology for the Project as provided below. The rest of the Bidders shall not continue to the next stages.

Presentation to the Company and Interview – up to 30 points, as follows:

- (a) Presentation of the proposed methodology related to the Scope of Work **up to 15 points.**
- (b) Team Members Interview up to 15 points.

The allocation of the above points will be based on the Bidders' presentation and interview, which will be held in accordance with the following:

- The Company shall notify the eligible Bidders of the presentation and interview date.
- The presentation and interview shall be held through "Webex" video communication application or other means determined by the Company.
- The presentation shall include up to 20 slides and should highlight the Bidder's understanding of the System in Israel, relevant experience of the Bidder and Team Members and relevant experience with the natural gas UGS related aspects as listed in **Annex 4**. The Bidder shall send the presentation to the Company at least 5 Days prior to the interview date.
- The interview and presentation shall be held before a panel to be determined by the Company, to which all the Bidders' Team Members will appear.
- The interview will include a self-presentation by the Bidder's Team members, presentation of the proposed Methodology and answers to the Company's panel questions. The Bidder will be responsible for summoning the Team Members, as well as any other party on behalf of the Bidder whom the Company will request to summon at its discretion.
- The Company may adjust the scores allocated to a Bidder based on the Bidders' written proposals in accordance with its findings and impressions during the Presentation and Interview as provided below.

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Minimum Quality Score

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A Bidder which had been awarded a total Quality Score (in stages 2+3) of less than 60 points (the "**Minimum Quality Score**") shall be disqualified and the other Bidders who received a Quality Score of 60 points or more shall pass to stage 3. Notwithstanding the foregoing, if less than 3 Bids received the Minimum Quality Score, the Company may decrease the Minimum Quality Score and the provisions of this clause shall apply mutatis mutandis.

d) **STAGE 4** - With respect to those Bidders that successfully passed Stage 3, the Company will rate the Bid's price score in accordance with prices submitted in E-MAIL 2.

Bid's Price Score – up to 20 points

Calculation of the Bid's Price Score

- (a) The lowest Bid's Price (comprised of the Total Fixed Fee, Total Daily Fee and Total Hourly Fee) (the "**Lowest Bid Price**") shall be granted the full score 30 points.
- (b) The rest of the Bids shall receive a relative score in accordance with its deviation from the Lowest Bid Price (the "**Price Score**"), which can be also formulated as follows:

$$\left(20 * \frac{\text{the lowest Price Bid}}{\text{the evaluated Price Bid}}\right) = Price Score$$

"Price Bid" = the summery of the Bid's Price as offered by a Bidder on Annex 3.

The successful Bidder

- (a) The Bidder whose Bid receives the highest aggregate score (Quality Score + Price Score) shall be declared by the Company as the successful Bidder in the Tender. The Company may select a Bid that does not have the highest aggregate score, due to special circumstances and for reasons that will be registered.
- (b) In the event that two or more Bids received the same total score, the winner of the Tender shall determine from among these Bids in the following order: (A) In the event that one of the above Bids is a business controlled by a woman and the circumstances and conditions stated in section 2B of the Tender Obligation Law, 5752-1992 were met the winner of the Tender will be the same business controlled by a woman; (B) In the event that the above paragraph A is not met, the Company may make its decision as to which Bid is preferable based on its discretion while preferring the Bidder which achieved the better Quality score.

6.2. Post Qualification & Award

a) The Company reserves the right to waive any formality and to cancel the Invitation to Bid at any time or not to accept any of the Bids or to award the Contract to the Bidder whose Bid gives most advantages to the Company even if it is not the lowest price offer among the Bids.

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- b) All the Tender Documents including all clarifications and amendments issued by the Company during the Tender shall apply as an integral part of the Agreement.
- c) No Contract shall come into force before the Company signs the Contract by its authorized signatories.
- d) If the successful Bidder does not comply with any of its obligations according to the Tender Documents within the designated period, for any reason whatsoever, the Company shall be entitled, to cancel the announcement of the Bidder as successful Bidder and select another Bidder as a successful Bidder, without derogating of any its rights under the Tender.

6.3. Negotiations with Bidder/s

Subject to applicable law, the Company at its sole and absolute discretion, will be entitled to conduct negotiations with the Bidders whose Bids founded by the Company compatible for negotiation, in the number of Bidders as determines by the Company, in any way the Company deems suitable and in any of the stages as set forth in section 5.1 above, including but not limited to negotiate simultaneously with more than one of the Bidders, and/or to allow any compatible bidder to submit a renewed or rectified Bid including its best and final Bid, and to cease such negotiations at any time. The Company reserves the right to reinstate any Bidder at any stage of the process subject to the agreement of such Bidder, and subject to such Bidder's compliance with all requirements and criteria set for such stage.

6.4. Confidentiality

By submitting the Bid, the Bidder undertakes to keep in confident all kind of information and data relates, directly or indirectly, to the Company which the Bidder may get or to be exposed to subsequent its participation in this ITB. The Bidder undertakes to take all required measures to insure this obligation is kept by everyone on its behalf in respect to this ITB. All the Bidder's team members shall sign the Non-Disclosure Agreement in the form provided in **Annex 7.**

6.5. Right to Review

- a) Up to 30 days following the announcement of the successful Bidder a Bidder shall be entitled to review the Company's decisions and the successful Bidder's Bids, and to receive a copy thereof, all subject to and in accordance with all relevant laws and regulations. The foregoing review shall be for a fee of NIS 500, including VAT.
- b) Bidders shall not be entitled to review the successful Bidder's Bids until the Company decides which parts thereof are commercially sensitive or confidential under any Law, and as such, shall not be disclosed. The procedure (including the time schedule), with respect to disclosure of documents and review by other Bidders shall be determined solely by the Company.

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c) The Company shall evaluate the commercially sensitive or confidential nature of parts of the successful Bidder's Bids to the extent they were identified as such by the successful Bidder. Bidders shall not be entitled to argue that the Bid, other than those parts identified by such as being of a commercially sensitive or confidential nature, cannot be reviewed by other Bidders and each Bidder shall be deemed to have waived any claims it may have with respect thereto. Bidders shall not be entitled to review those parts of the successful Bidders' Bids, which have been identified by themselves to be of a commercially sensitive or confidential nature (in their own Bid), unless otherwise permitted by the Company.

6.6. The Bidder's Signature on its Bid

The Bidder's signature hereunder shall be deemed irrevocable confirmation of the Bidder's understanding and accepting all the terms of the ITB and the ITB Documents:

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

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ANNEX 1 – Legal Opinion

(EMAIL-1)

To Israel Natural Gas Lines Comparatel-Aviv, Israel	ny Ltd.	
In accordance with the requirements	s of the Invitation to Bid, Reference	·
I, the undersigned, Advoca	ate Licence, hereby affirm that:	No of
Documents signed by the Bidde applicable laws and regulations binding on the Bidder, and that t force to any of the undertakings n	er, as submitted with the Bid, have been and according to the incorporation docume here is no need for any further legal proceed nade by the Bidder. The actions for receivership, liquidation or receivership, liquidation or receivership, liquidation or receivership, liquidation or receivership.	executed according to all ents of the Bidder and are eding in order to give legal
Signature	Date	

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ANNEX 2 – CONTACT DETAILS and UNDERTAKING OF CONFIDENTIALITY

(EMAIL-1)

To Israel Natural Gas Lines Company Ltd. 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** By: Position: Date:

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ANNEX 3 – Bid's Price

(EMAIL-2 only)

TABLE	1	- FIXED	FEE
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Service	Euro (Without VAT)
Fixed Fee for Part 1 (as provided in Annex 4, but excluding 3D geological	
modelling)	[]
	not to exceed Euro 200,000
Fixed Fee for 3D geological modelling of the Zohar Field including updates	
(as provided in Annex 4) - Company's Option	[]
	not to exceed Euro 200,000
Fixed Fee for the services in EPC Contractor tender (as provided in Clause	
2.1 in Annex 4) - Company's Option	[]
	not to exceed Euro 120,000
Total Fixed Fee	
	<u> </u>
	not to exceed Euro 520,000

TABLE 2 - FIXED DAILY FEE

Service	Daily Rate in Euro/Day	Number of Days (for evaluating the ITB scores purposes only)	Maximum Daily Fee (Daily Rate X Number of Days)
Fixed Daily Fee for Part 2 - Clause 2.2 (as provided in Annex 4) – Company's Option	[] not to exceed Euro 1,300	200	[]
	Total 1	Fixed Daily Fee	

TABLE 3 – HOURLY RATE

Hourly Rates Fee for Part 3 - Company's Option	Number of Hours (the figures below are for Tender evaluation purposes only)	Hourly Rate in Euro/hour	Total Hourly Rate (Hourly Rate X Number of Hours) (The figures below are for Tender evaluation purposes only)
Senior Executive Engineer	240	[] not to exceed Euro 180	[]
Team Member Engineer	600	[] not to exceed Euro 140	[]

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	Total Maximum Hourly Fee	[]
TABLE 4 – SUMMARY		
	Euro (Wit	thout VAT)
TOTAL FIXED FEE (from Table 1)	[]
TOTAL FIXED DAYLY FEE (from Table 2)	[]
TOTAL HOURLY RATE (from Table 3)	[]
TOTAL	[1
Please fill all the required quotes and summarize acc	cordingly.	
** The Company reserves the right to decide, at its ow he Items detailed in Annex 4 and to utilize, or not util	vn discretion in accordance with the ize, the future services up to the max	ITB Documents, not to perform any orimum number of hours.
** The estimated Number of Hours/days as described n any way, as an obligation of the Company regarding f the Services, nor will the Company be obligated to ignificantly increase the number of Hours/Days actual lecide at any time for any reason to significantly inco- mother and to change the total Estimated Hours/Days	g the quantity of hours or the period retain such Services from the Bidder ally retained from the Consultant und rease or decrease the number at eac	to be provided to the Company as par at all nor it will limit the Company to der the rates above. The Company may
We, the undersigned, undertake that if we shall perform all our obligations pursuant to the Con	•	
Bidder:		
Stamp:		
Signature:	Date:	
	y: Title:	
Document Title: Invitation to Bid - Consultancy Service NG/H2/CO2 Underground Storage		ocument No.:



ANNEX 4 – SCOPE OF WORK (EMAIL-1)

Preamble

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

The Services shall include the following general parts:

- Part 1 Zohar Field Reservoir Report analysis and recommendations including Company's Option to order 3D geological modelling of the reservoir.
- Part 2 Company's Option: Execution of Assessment Plan.
- Part 3 Company's Option: Additional related services to be ordered in advance by the Company with respect to UGS Projects.

The description of the Services, their content and order of performance is presented as an initial framework for the performance of the Services and does not obligate the Company. The Company will be entitled to advance, delay, or cancel any of the parts or any part thereof at its sole discretion and accordance to its needs.

Unless otherwise determined below working meetings and presentations shall be held through "Webex" video communication application or other means determined by the Company and are included in the Fix Fee. Meetings required to be held in Israel are also included in the Fix Price, excluding flight and accommodation costs which shall be covered by the Company as provided in the Agreement.

1. Part 1 - Zohar Field Reservoir Report analysis and recommendations and Three-dimensional geological modelling

- A. The Services shall include the following:
 - 1.1. Review and analysis of the existing RPS Report on the Zohar Field and deeper structures (Sherif, et al), discussion of the basic assumptions of the report and conclusions and submitting a validated report on the reservoir's potential for UGS.
 - 1.2. Subject to INGL decision, performing a Three-dimensional geological modelling of the Zohar Field. The Three-dimensional geological modelling should be revised and updated following each stage of the assessment plan, as a basis for deciding on the next stage.
 - 1.3. Preparation of a staged assessment and testing plan to quantify the Zohar reservoir's potential for UGS, including drilling exploratory wells. The assessment plan will include execution plan detailing resources, time schedule, budget, hypotheses to be tested and range of expected possible outcomes. Note that the quantity and pressure of gas available locally for testing is limited. Accordingly, the test plan should consider including a full injection test late in one of the later stages. Stages and decision gates should be well defined.
 - 1.4. Performing a techno-economic analysis of the Zohar reservoir including estimated potential for working gas, production and injection rates, CAPEX and OPEX for underground development and surface facilities, cushion gas, etc for several scenrios based on possible

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outcomes of the assessment and testing plan. The techno-economic analysis should be revised and update following each stage of the assessment plan, as a basis for deciding on the next stage.

- 1.5. Performing an economic analysis for financing the Zohar reservoir operations over different periods considering its strategic purposes. The analysis should be revised and update following each stage of the assessment plan, as a basis for deciding on the next stage.
- 1.6. Conducting all the inquiries necessary and writing another chapter on the reservoir's potential for hydrogen storage and/or CO₂ sequestration.
- 1.7. Engineering assistance in the preparation and approval of an outline plan, master plan, environmental reports and permits for approving the assessment plan including, in case relevant for installations that will serve the development of the reservoir itself.
- 1.8. Participation in discussions and meetings.
- 1.9. Assistance in approving the techno-economic report and locating / recognizing the resources required for conducting an experiment to validate such report.

B. Part 1 deliverables:

- 1.10. Meetings with Company's personnel to discuss preliminary findings within 3 weeks of award by the Company.
- 1.11. Draft report to be sent to the Company within 6 weeks of the award by the Company including all the above.
- 1.12. Final report within 3 weeks of receiving INGL's comments to the Draft report.
- 1.13. Presentation of the findings by the Project Manager to the Company and other stakeholders. Consultant shall send the presentation to the Company at least 10 days prior to the presentation meeting.
- 1.14. The meetings and Presentation shall be held through "Webex" video communication application or other means determined by the Company.

2. Part 2 – Company's Option: Execution of Assessment Plan

- A. <u>Subject to INGL decision to carry out the assessment plan, including exploration drillings in Zohar reservoir this part of the Services shall include the following:</u>
 - 2.1. Preparation and reviewing a tender for the selection of an exploration drillings contractor (EPC Contractor or other format to be determined by INGL, hereinafter: "EPC Contractor"), locating relevant contractors, and provision of supervision services on the execution of the project, including engineering support during the tendering process as follows:

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- 2.1.1. Engineering support in the preparation and implementation of a tender for the selection of an EPC Contractor.
- 2.1.2. Preparation of specifications for the tender for an EPC Contractor.
- 2.1.3. Locating and recommending INGL of relevant contractors.
- 2.1.4. Answering questions and clarifications of prospective bidders.
- 2.1.5. Review of bids, professional support for the Selection of an EPC contractor.
- 2.1.6. Supervision and approval of procurement.

Such Engineering Support services shall be conducted by the Senior Executive Engineer and the Engineers. During this part the Engineers are expected to be required to attend approx. 3 meetings in Israel.

- 2.2. Engineering and supervision support during the EPC Contractor works:
 - 2.2.1. Providing engineering and supervision support as an owner engineer of the Company during the works of the EPC Contractor.
 - 2.2.2. Review and approval of engineering deliverables execution plan, method statements, and working procedures submitted by the EPC Contractor including control and approval of intermediate and final products.
 - 2.2.3. Supervision of the works by the EPC Contractor, mainly, daily supervision and technical managing the execution of the EPC Contractor's works and assisting the Company in assessment of risks and the decision to proceed, include assisting with definition of contracting strategy.
 - 2.2.4. Coordinating receipt of materials, gathering information, and making recommendations for decision gates along the process.
 - 2.2.5. Assistance in obtaining external approvals for implementation plans including support for the approval of the engineering plan in by Israel's Natural Gas Authority.
 - 2.2.6. Professional assistance for an Israeli engineering company and/or an Israeli management company that will provide services to INGL with respect to the exploration drillings.
 - 2.2.7. Adjusting, to the extent relevant, the commerciality of the reservoir.

Such services shall be conducted by as follows: At any given time during the performance of these Services, only one Team Member shall be rendering the Services on behalf of the Consultant. INGL shall provide a local supervisor for assistance.

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3. Part 3 - Company's Option: Additional related services to be ordered in advance by the Company with respect to UGS Projects

Additional services can include amongst others subject to Company's prior written order the following services (Company may limit the scope of each of such services and/or the Parties may agree to a fix fee for an assignment):

- 3.1. Further consultation and presentation with respect to UGS Projects in Israel including Natural Gas or Hydrogen or CO₂ (Up to 5 such sites shall be referred to).
- 3.2. Preparation of basic design, specifications, and technical documents for the constructing of the UGS Projects tender/s, review and evaluation of the bids, questions and clarifications of prospective bidders, review of the tender results, review of the scoring procedure and assisting in selection of a UGS Project contractor.
- 3.3. Preparing working plans for UGS Projects construction.
- 3.4. Performance of owner's engineer services with respect to the UGS Projects which can include, inter alia, project evaluation, contract reviews (non-legal), monitoring project progress, design and planning reviews, schedule, optimization etc.
- 3.5. Performing examination and reports on UGS reservoirs alternatives in Israel which may include examination of existing materials regarding potential onshore and offshore sites, including geological surveys, feasibility reports, etc., summary of these reports, analysis and comparison of their potential for NG/H2/CO2 UGS, including probability of success, risks, potential working volume, injection and production rates, operational parameters, , estimated costs of development (CAPEX) operation (OPEX), cushion gas, connection to infrastructures etc.

It is requested by Bidders to present their capabilities to assist INGL also in those the next envisaged steps mentioned above).

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

Document	
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<u>ANNEX 5 – Bidder's Experience</u>

(EMAIL-1)

To				
Israel	Natural	Gas Lines	Company	Ltd

Israel Natural Gas Lines Company Ltd.	
Name of the Bidder (hereinafter the "Bidder"):	
We the undersigned:	
Name	Position in the Bidder
hereby declare in the name of the Bide	der as follows:
*Please fill and mark as applicable.	
1. The Bidder comply with all the fo	ollowing:
 a) The Bidder has been providing Natural Gas reservoirs projects s 	engineering consulting services in reviewing and characterization of since at least the year 2012.
Natural Gas producers, located	Bidder provided to Natural Gas transmission systems operators and/or in a current High-Income OECD Country (as defined in Clause 1.5 to owner's engineer consultancy for at least 2 UGS Natural Gas projects, eted reservoir.
To this end each project had bee	en activated until the Last Submission Date.
c) The Bidder holds an <u>in-house</u> ca Gas reservoirs.	pability to perform Three-dimensional geological modelling of Natural
The 3D software used by the	Bidder:
d) The Bidder employs at least 15 e	employees.
Bidder's profile is attached	
2. Bidder's Experience in UGS Proj	ects is detailed in the below table:

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Bidder's Experience

(Threshold Requirments and Evaluation Process)

Please fill and mark as required below / Bidders may duplicate the table for additional projects demonstration

Project Number	1	2	3	4	5
Project Name					
Name of the client operator/producer					
Project's Location					
Type of UGS Project (NG/H2/Co2)	NG/H2/CO2	NG/H2/CO2	NG/H2/CO2	NG/H2/CO2	NG/H2/CO2
Depleted reservoir?	Yes / No				
Projects status and complexity					
Bidder's services and involvment in the Project					
Start Date (as of 2015)					
Completion Date					

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3. If a Bidder wish to rely upon the professional experience gained any accumulated by an Affiliate or an Acquired Corporation, as defined in the ITB the Bid shall also include information and documents attesting the acquisition of the activity/asstes from the Acquired Corporation or organization chart of the Bidder, as applicable, as well as information required under the Bid instructions in connection with the experience gained and accumulated by the Acquired Corporation/Affiliate during the relevant period.

Bidder's Confirmation

We, the undersigned, confirm the above details, on behalf of the Bidder:

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

Document

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ANNEX 5(1) – Key Personnel

(EMAIL-1)

To				
Icrael N	Jatural Gas	I inec (Omnany	T

The Bidder's team for providing the Services shall consist of the following Key Personnel:

Senior Executive Engineer

Name:	
Position in the Bidder:	
Engineering Field:	
Engineer Since:	
Certification from:	

Qualification Certificates are attached

- 1. We confirm that the Senior Executive Engineer:
 - 1.1 With at least 15 years of professional experience in Natural Gas UGS projects such as: conducting and/or supervising over feasibility studies and natural gas UGS projects, natural gas UGS project managing, experience with natural gas UGS in salt formations and in aquifer reservoirs, supervision of exploration drillings, writing of specifications, reviewing tendering and procurements processes.
 - 1.2 Provided planning services and owner's engineer consultancy in UGS Natural Gas projects at least since 2017.
 - 1.3 Had been involved in at least one technical study of UGS for Hydrogen or CO2.
 - 1.4 Bidder or its Affiliate employee in the rank of technical/engineering executive in the Bidder.
 - 1.5 Fluent in the English language.

Detailed CVs are attached

2. <u>Senior Executive Engineer's Experience in UGS Projects is detailed in the below table:</u>

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Senior Executive Engineer's Experience

(Threshold Requirments and Evaluation Process)

Please fill and mark as required below / Bidders may duplicate the table for additional projects demonstration

Project Number	er 1	2	3		4		5	
Project Name								
Name of the cl	ient							
Project's Loca	tion							
Type of UGS								
Project	NG/H2/CO2	NG/H2/CO2 NG/H2/CO2		NG/H2/CO2		NG/H2/CO2		
(NG/H2/Co2)								
Projects status								
and complexity	y							
Senior Executi	ve							
Engineer's								
services in the								
Project								
Start and								
Completion Da	ates							
	Senior Executive Engineer	I hereby confirm the above	and my	Signature		Date		
confirmation of the above		availability to perform the S	Services					

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Team Member 1 (Engineer 1)

Name:	
Position in the Bidder:	Bidder or its Affiliate:
	□ Employee
	☐ Freelance
	☐ Sub-contractor.
Engineering Field:	
Engineer Since:	
Certification From:	

Qualification Certificates are attached

- 3. We confirm that Team Member 1 is:
 - 3.1 With at least 10 years of professional experience in the development of Natural Gas UGS projects including the planning of the <u>sub-surface</u> facilities of such projects.
 - 3.2 Had been involved in at least one technical study of UGS for Hydrogen or CO2.
 - 3.3 Bidder or its Affiliate employee or a freelance or a sub-contractor.
 - 3.4 Fluent in the English language.

Detailed CVs are attached

4. <u>Team Member 1's Experience in UGS Projects is detailed in the below table:</u>

Document

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Team Member 1 Experience

(Threshold Requirments and Evaluation Process)

Please fill and mark as required below / Bidders may duplicate the table for further projects

Project Number	1	2	3	4	5
Project Name					
Name of the client					
Project's Location					
Type of UGS Project (NG/H2/Co2)	NG/H2/CO2	NG/H2/CO2	NG/H2/CO2	NG/H2/CO2	NG/H2/CO2
Projects status and complexity					
Team member 1 services in the Project					
Start and Completion Dates					
Te	am Member 1 confirmation	I hereby confirm the above availability to perform the S		Date	

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Team Member 2 (Engineer 2)

Name:	
Position in the Bidder:	Bidder or its Affiliate:
	□ Employee
	☐ Freelance
	□ Sub-contractor.
Engineering Field:	
Engineer Since:	
Certification From:	

Qualification Certificates are attached

- 5. We confirm that Team Member 2 is:
 - 5.1 With at least 10 years of professional experience in the development of Natural Gas UGS projects including the planning of the <u>surface</u> facilities of such projects.
 - 5.2 Bidder or its Affiliate employee or a freelance or a sub-contractor.
 - 5.3 Fluent in the English language.

Detailed CVs are attached

6. <u>Team Member 2's Experience in UGS Projects is detailed in the below table:</u>

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Team Member 2 Experience

(Threshold Requirments and Evaluation Process)

Please fill and mark as required below / Bidders may duplicate the table for further projects

Project Numbe	r 1	2	3		4		5	
Project Name								
Name of the cli	ent							
Project's Locat	ion							
Type of UGS								
Project	NG/H2/CO2	NG/H2/CO2	NO	G/H2/CO2	NG/H2/CO	2	NG/H	I2/CO2
(NG/H2/Co2)								
Projects status								
and complexity								
Team member services in the Project	2							
Start and Completion Da	tes							
	Team Member 2 confirmation	I hereby confirm the above availability to perform the S	-	Signature		Date		

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7. We confirm that the above Senior Executive Engineer and Team Members shall be available to perform the Services in accordance with the Scope of Work and the Agreement's time tables.

Bidder's Confirmation

We, the undersigned, confirm the above details, on behalf of the Bidder:

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

Document

Title : Invitation to Bid - Consultancy Services for

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ANNEX 6 - the Agreement

(EMAIL 1)

Document

Title: Invitation to Bid - Consultancy Services for

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ANNEX 7 - Non Disclosure Agreement

[E-mail 1]

Israel l	Natural Gas Lines C	Company Ltd.		
I/We, t	he undersigned,	[<i>Fi</i>	ıll Names of the undersigne	ed] of
		[Name of firm] (the " Receiver ") hereby declare	in writing as follows:	
	The Receiver acknown and shall come into the Agreement, and released, published or after the Contral employee, agent, of The Receiver undo its possession in publishments of the Original of the Original of the Original of the Was, or becomes, Becomes known to breach of any contral of the Original of th	[Name of firm] (the "Receiver"), hereby declared nowledges that all information and documents in magnetic media, (for the purpose of this Clause: no its possession from INGL and/or anyone on its dany copies or replications of the same, are confid, transferred or made known to unauthorized paract's period. An unauthorized party shall be any por advisor of the Receiver or any of its subsidiaries entakes and shall take the necessary measures to serivilege, to comply with INGL's reasonable instructurn such documents as aforesaid to INGL forther of confidentiality set out herein shall not apply, when, but only to the extent that, the Receiver procedure prior to the receipt of the Information has through no breach of the Receiver's obligations have the Receiver from sources other than INGL under the steel of the Receiver without recourse to or the of the confidentiality obligation; or leveloped by the Receiver without recourse to or the of the confidentiality obligations hereof for only to the extent that, such disclosure is obligations to the receiver is obligations.	any form, including information") that is behalf during the performation idential and may not be divided in any manner, during, arty that is not a director, of sor affiliates. Secure such Information which actions regarding handling of with with INGL demand. Or shall cease to apply, wes that such Information: ereunder, or ereunder, or ereunder, known to the public circumstances not involving the Receiver to disclosure the Receiver to disclosure.	hereby ance of vulged, before officer, ch is in of such to any olic; or ng any
	-	h cases the Receiver shall (i) give in writing t		_
INGL	that such disclosu	re is or may be required and (ii) reasonably coo	perate with INGL in prot	tecting
the Inf		ust so be disclosed.		
4.	to this Non-Disclo	rants it was brought to its intention that infringen sure Agreement or any part thereof may cause se ddition to violation of the relevant laws of the Sta	vere damages to INGL, the	_
5.		nowledges and warrants that its undertakings a emain in effect with no time limits.	according to this Non-Disc	closure
6. We, th	the authorized cou	are Agreement is governed by the Law of the Starts of the city of Tel Aviv - Jaffa shall have the exirm the above on behalf of the Bidder:		dispute
	e of Bidder	Bidder's authorized representative	Signature	
		•	-	
		By:		
		Position:		
1		Date:		

Document

Title: Invitation to Bid - Consultancy Services for

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<u>ANNEX 8 - Affidavit Regarding Non-Payment of "Brokerage Fees" and Non -Employment of Company Consultants</u>

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 linsert name of Bidder] and within our Bid for Tender No. INGL/TENDER/2022/27 (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 of Bidder	Bidder's authorized representative	Signature
	By:	
	Position:	
	Date:	

Document

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ANNEX 9 - NO CONFLICT OF INTERESTS, NO PERSONAL AFFINITY AND ETHICAL CODE COMPLIANCE DECLERATION AND UNDERTAKING

To: Israel Natural Gas Lines Ltd. (the "Company") Atidim Tower, Kiryat Atidim Tel-Aviv 6158101, Israel

All following terms	s in this deceleration and	undertaking shall have the	meaning ascribed	thereto below:

Name (hereina			Agreement tract")
Name		of	the
Supplier	/Contr	actor/A	dvisor
(hereina	fter the	e "Supp	olier")

We the undersigned:

Name	ID/Passport No.	Position

hereby declare, warrant and undertake, in the name of the Supplier as follows:

4. We are authorized to make this declaration and undertaking on behalf of the Supplier.

5. No Conflict of Interests

- 5.1 This declaration and undertaking on behalf of the Supplier is given with respect to the Supplier's offer to provide the Company with services and/or works (hereinafter the "Works") within the scope of the Contract and without derogating any of the Supplier's undertakings towards the Company.
- 5.2 We hereby undertake to act loyally and professionally and to avoid any and all conflict of interest in the execution of our duties under the terms of the Contract, and shall undertake that all of our employees, subcontractors and representatives will refrain from any activity or association that might involve such a conflict of interest, directly or indirectly.
- 5.3 We hereby undertake to notify the Company before the Contract execution and during its performance all information with respect to us being shareholder/holder of convertible securities and/or officers and/or directors in any of corporation involved in the natural gas market and/or energy and/or infrastructure and/or any related entity which competes with the Company's business.
- 5.4 Our positions and/or other occupations do not create and are not liable to create any conflict of interest whatsoever, whether directly or indirectly, whether professional or business, with the execution of our duties under the terms of the Contract. In case such conflict of interest is created

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during the execution of the Works including during our participation in meeting. Upon our becoming aware of any possible conflict of interest with respect to our duties under the terms of the Contract we shall immediately report in writing of any such conflict of interest to all the following: the Contract/project manager, Internal Auditor and the Company's legal consul. We further undertake to take all necessary and reasonable measures under the circumstances to remove the conflict of interest and to act in regard to the Works in accordance with the instructions of the Company.

- 5.5 In addition to the obligations and prohibitions imposed on us pursuant to the law, including the Penal Code-1977, we hereby undertake not to propose and/or give and/or receive, either directly and/or indirectly, at any time before the execution of the Contract, during its performance and after its termination any benefit and/or right and/or recommendation and/or money and/or anything of value, in an agreement, voluntary or in any other way, with the objective of influencing directly or indirectly the decision and/or act and/or omission of 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 engagement procedure and/or any contract and/or purchase order derived from it.
- We hereby declare that we have not 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 engagement procedure and/or the Contract and/any purchase order derived from it.
- 5.7 We hereby declare that we have not and will not 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 artificially or in-competitively set prices.

6. No Personal or Family Affinity (please mark the relevant option)

I hereby declare that none of the Supplier's managers and/or employees have any personal affiliation
or any family affiliation with any of the following: to the shareholders, members of the management,
members of the board of directors, employees of the Company (Israel Natural Gas Lines Ltd.), insofar
as such exists to the knowledge of the Supplier only and without the Supplier required to investigate
this matter.
There is a personal affiliation or family affiliation to any of the following: to the shareholders, members
of the management, members of the board of directors, employees of the company (Israel Natural Gas
Lines Ltd.).

Attached is a separate letter detailing the personal / family affiliation as aforesaid, signed by the owner or the CEO or the authorized signatories of the Consultanet.

7. Ethical code

We hereby declare that we have read and understood the Company's Code of Ethics for contractors and suppliers on the Company's website at: www.ingl.co.il, and we confirm that anyone acting on the Supplier's

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behalf for the purpose of executing the Works, including our employees and subcontractors, will act in accordance to the Company's Code of Ethics.

8. General

- 8.1 We hereby undertake to fulfil all the statements and undertaking as stated above on behalf of our employees, our subcontractors, our representatives, our agents and those on our behalf who will be involved in any way in the contracting process with the Company (of any kind) and / or in executing the Contract, including the Work and/ or Services and/ or any order arising therefrom, and undertake to bring the contents of this undertaking to the attention of all the above.
- 8.2 We hereby undertake to notify the Company immediately of any change in the individual and/ or in any matter contained in this declaration and undertaking.
- 8.3 This declaration and undertaking do not derogate from our obligations under the provisions of any law or the Contract applicable to us in our capacity as a service provider and /or performer of Works for the Company.
- 8.4 We hereby undertake to provide an updated declaration and undertaking at any time as required by the Company.
- 8.5 We hereby declare that we have reviewed this declaration and all parts thereof. We declare that we have understood its content and we undertake to abide by and fulfil all its instructions.

In witness whereof, the undersigned have hereunto set their hands:

Name of Supplier	Consultant authorized representative	Signature	Date
	By:		
	Position:		
	Date:		
	By:		
	Position:		
	Date:		

ANNEX 9(1) - Relevant Connections Disclosure

(EMAIL 1)

Document		
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Bidder should reveal in the following table all the entities operating in Israel and involved in the natural gas market and/or energy and/or any related area, which:

- Receive or provide services from or to the Bidder (or Bidder's Connected Party, as defined in the ITB);
- Has business relationships with the Bidder (or Bidder's Connected Party, as defined in the ITB)
- Other information regarding possible conflict of interests that might arise between the Bidder's (or Bidder's Connected Party, as defined in the ITB) activities and the Company.

Name of Entity	Description of Connection/Project	Status
1.		
2.		
3.		
4.		
5.		
6.		

Bidder's Confirmation

We, the undersigned, confirm the above details, on behalf of the Bidder:

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

Document

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ANNEX A10 - Israeli Bidder Affidavit

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

, לאחר שהוזהרתי כי עלי להצהיר את האמת וכי אהיה צפוי/ה לעונשים הקבועים	ת.זת.ז. שה כן, מצהיר/ה בזאת כדלקמן :		
(להלן : יי המשתתף יי).	, ,		1
, , , , , , , , , , , , , , , , , , , ,	ימך ליתן תצהיר זה מטעם המשתתף.		2
זלן:	ן את הסעיף הרלוונטי מבין האמורים לו	יש ל ס מן	3
,*** ביותר משתי עבירות	המשתתף או בעל זיקה אליו∗ לא הורש		
יותר משתי עבירות, אך במועד האחרון להגשת הצעות במכרז חלפה שנה אחת	המשתתף או בעל זיקה אליו הורשעו ב לפחות ממועד ההרשעה האחרונה.		
חוק עסקאות גופים ציבוריים, תשלייו – 1976.	בעל זיקהיי– כהגדרתו בסעיף 2ב(א) לו"	*	
:ירה שנעברה לאחר יום 31.10.02	הורשעיי – הורשע בפסק דין חלוט בענ"	**	
ים, התשמייז -1987 או עבירה לפי חוק עובדים זרים (איסור העסקה שלא כדין 199 ולעניין עסקאות לקבלת שירות כהגדרתו בסעיף 2 לחוק להגברת האכיפר עבירה על הוראות החיקוקים המנויות בתוספת השלישית לאותו חוק.	והבטחת תנאים הוגנים), התשנייא – 1	***	
זלן:	ן את הסעיף הרלוונטי מבין האמורים לו	יש לסמן	4
יון זכויות לאנשים עם מוגבלות, התשנייח – 1998 (להלן: " חוק שוויון זכויות ")	חלופה אי – הוראות סעיף 9 לחוק שווי אינן חלות על המשתתף.		
ין זכויות חלות על המשתתף והוא מקיים אותן.	חלופה בי – הוראות סעיף 9 לחוק שוויו		
ש להמשיך ולסמן בחלופות המשנה הרלוונטיות להלן:	י שסימן את חלופה בי בסעיף בי לעיל – י ו	למשתתן	5
- 100 עובדים.	חלופה $-(1)$ חלופה חלופה		
בדים לפחות, והוא מתחייב לפנות למנכ״ל משרד העבודה הרווחה, והשירותיכ לפי סעיף 9 לחוק שוויון זכויות, ובמידת הצורך – לשם קבלת הנחיות בקשו	, , , , , , , , , , , , , , , , , , , ,		
ת למנכ״ל משרד העבודה הרווחה, והשירותים החברתיים לפי הוראות חלופר ה הוא תחייב כאמור באותה חלופה (2) – הוא מצהיר כי פנה כנדרש ממנו, ואם 9 לחוק שוויון זכויות, הוא גם פעל ליישומן.	(2) לעיל, ונעשתה עמו התקשרות שלגבי		
מתחייב להעביר העתק מתצהיר זה למנכ״ל משרד העבודה והרווחה והשירותים החברה (ככל שתהיה התקשרות כאמור).			6
ירי אמת.	היר∕ה כי זהו שמי, זו חתימתי ותוכן תצה	הנני מצו	7
—————————————————————————————————————			
<u>אימות חתימה</u>			
אשר בזאת כי ביום הופיע/ה בפני מר/גב׳ ת.ז ר את האמת וכי יהא/תהא צפוי/ה לעונשים הקבועים בחוק אם לא יעשה/תעשר פני.			
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