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Document A - Invitation to Submit Bids

DETAILED TABLE OF CONTENTS

1.	INTRODUCTION	4
2.	DEFINITIONS.....	4
3.	GENERAL INFORMATION	6
4.	GENERAL DESCRIPTION OF THE SERVICES – SCOPE OF WORK.....	9
5.	THE COMPANY OPTION	12
6.	THE QUALIFICATION PROCESS OF THIS TENDER	13
7.	TIME SCHEDULE FOR THE TENDER PROCESS.....	13
8.	SUBMISSION DEADLINE & PLACE.....	14
9.	BIDDERS' REQUESTS FOR CLARIFICATIONS	15
10.	CONTACT DETAILS AND AVAILABILITY OF DOCUMENTS	15
11.	PREPARATION OF BIDS	15
12.	THRESHOLD REQUIREMENTS.....	16
13.	STRUCTURE OF THE BIDS - TWO PARTS	20
14.	BIDS SUBMISSION RULES.....	24
15.	VALIDITY OF BID	25
16.	REQUEST FOR CLARIFICATIONS AND/OR SUPPLEMENTATIONS OF SUBMITTED BIDS	25
17.	EXAMINATION OF THE BIDS	27
18.	SIGNING THE CONTRACT	32
19.	ORDER OF PRECEDENCE	32
20.	INFORMATION SUPPLIED BY THE COMPANY	32
21.	NO CONFLICT OF INTERESTS, CONFIDENTIALITY OF THE BID, ETHICAL CODE AND MAINTAINING FAIR PROCESS.....	33
22.	GENERAL PREROGATIVES OF THE COMPANY.....	33
23.	DISQUALIFICATION OF BID	36
24.	PROPERTY RIGHTS OF THE COMPANY	38
25.	EXPENSES BORNE FOR PARTICIPATION IN THE TENDER.....	38
26.	GOVERNING LAW	38
27.	ADDRESSES OF THE PARTIES AND METHOD FOR SENDING NOTIFICATIONS	38
	ANNEX A1 – COMPANY’S SHORT TERM, DEVELOPMENT PLAN & PROJECTS (NON-BINDING).....	40
	TENDER NO. INGL/TENDER/2023/09	40
	ANNEX A2 - CONTACT DETAILS AND UNDERTAKING OF CONFIDENTIALITY	44
	TENDER NO. INGL/TENDER/2023/09	44
	ANNEX A2(1) – NON DISCLOSURE AGREEMENT	46
	TENDER NO. INGL/TENDER/2023/09	46
	ANNEX A3 - DECLARATION, WARRANTY AND UNDERTAKING	48

TENDER NO. INGL/TENDER/2023/09	48
ANNEX A4 - LEGAL OPINION – POWER OF ATTORNEY	50
TENDER NO. INGL/TENDER/2023/09	50
ANNEX A5 - AFFIDAVIT REGARDING NON-PAYMENT OF "BROKERAGE FEES" AND NON-EMPLOYMENT OF COMPANY CONSULTANTS	51
TENDER NO. INGL/TENDER/2023/09	51
ANNEX A6 - NO CONFLICT OF INTERESTS, NO PERSONAL AFFINITY AND ETHICAL CODE COMPLIANCE DECLARATION AND UNDERTAKING	53
ANNEX A7(1) - THRESHOLD REQUIREMENTS – BIDDER'S PROFESSIONAL EXPERIENCE LIST	57
TENDER NO. INGL/TENDER/2023/09	57
ANNEX A7(2) - EVALUATION REQUIREMENTS – BIDDER'S PROFESSIONAL EXPERIENCE LIST	59
TENDER NO. INGL/TENDER/2023/09	59
ANNEX A8(1) – THRESHOLD REQUIREMENTS – SENIOR CONSULTANT.....	61
TENDER NO. INGL/TENDER/2023/09	61
ANNEX A8(2) – EVALUATION REQUIREMENTS – SENIOR CONSULTANT	62
<i>(PLEASE FILL AND SIGN AS REQUIRED BELOW)</i>	62
ANNEX A9(1) - THRESHOLD REQUIREMENTS – CONSTRUCTION ADVISOR.....	63
TENDER NO. INGL/TENDER/2023/09	63
ANNEX A9(2) - EVALUATION REQUIREMENTS - CONSTRUCTION ADVISOR.....	64
<i>(PLEASE FILL AND SIGN AS REQUIRED BELOW)</i>	64
ANNEX A10(1) - THRESHOLD REQUIREMENTS – OPERATION AND MAINTANANCE CONSULTANT	65
ANNEX A10(2) - EVALUATION REQUIREMENTS - OPERATION AND MAINTANANCE CONSULTANT	66
<i>(PLEASE FILL AND SIGN AS REQUIRED BELOW)</i>	66
ANNEX A11 - BIDDER'S FINANCIAL STRENGTH.....	67
ANNEX A12 – PARENT COMPANY GUARANTEE	68
ANNEX A13 – PARENT COMPANY LEGAL OPINON – POWER OF ATTORNEY	69
ANNEX A14 - FORM OF COMMERCIAL PROPOSAL.....	70
TENDER NO. INGL/TENDER/2023/09	70

1. Introduction

- 1.1. Israel Natural Gas Lines Ltd. ("**INGL**" or "**Company**"), a governmental company fully owned by the State of Israel, 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**"), and is authorized, licensed, and responsible for erecting and operating the Israeli national gas transmission System.
- 1.2. The Company hereby invites Bidders who fully comply with the threshold requirements set forth below, to submit Bids for the provision of professional advisory and supervision services for Company's activities including, *inter alia*, for onshore and offshore projects, underground storage, energy ventures, energy feasibility studies etc., in accordance with the terms and conditions set forth in the Tender Documents, which shall direct the Bidders with respect to all aspects of the preparation of their Bids, including the technical and financial information to be submitted

2. Definitions

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

- 2.1. **Affiliate** - in relation to any company, at any time, any other entity:
 - 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.
- 2.2. **Bid** – A proposal submitted by a Bidder, comprised of E-MAIL 1 and E-MAIL 2, according to Clause 13 below.
- 2.3. **Bidder** – Any single legal entity who submitted a Bid according to the terms and conditions of this Tender.
- 2.4. **Company** - The Israel Natural Gas Lines Ltd.

- 2.5. **Contract Period** – a period of 2 years commencing on the date the Company shall sign the Contract with the Consultant. The Company shall have the right to extend the Contract Period for additional 8 years, each time for up to 2 additional years.
- 2.6. **Contract** or **Agreement** – The document of the Contract attached hereto as Document B and all annexes thereto that will be signed between the Company and the Consultant.
- 2.7. **Consultant** – the Bidder that shall be awarded the execution of the Services under this Tender.
- 2.8. **Day** - a calendar day according to the Gregorian calendar.
- 2.9. **Deviation** – unauthorized change, omission, reservation, condition and/or addition made by a Bidder to the Tender Documents, in any way, manner and/or scope (including in the Bid itself).
- 2.10. **High Income OECD Country** - As defined by the world bank (<https://data.worldbank.org/?locations=XD-OE-XT>).
- 2.11. **Key Personnel** – Bidders suggested personnel for compliance with Clause 0 below.
- 2.12. **Laws** – all laws, ordinances, regulations, orders, including municipal by-laws, procedures and permits, directives, specifications, safety requirements, and decisions of any Ministry of the Government of Israel or other competent authority of the State of Israel and all rules, applicable standards and administrative orders in effect in the State of Israel, all as may be amended and updated from time to time.
- 2.13. **PRMS** – Pressure Reduction and Metering Station.
- 2.14. **Projects** or **Project** - Company's ongoing and future transmission network projects, underground storage and other energy related ventures, as determined by the Company.
- 2.15. **Quality Score** – The grade granted to the Bid following the quality evaluation process in Clause 17 below.

- 2.16. **Quotation** – A price proposal submitted by a Bidder, comprised of E-MAIL 2, according to Clause 13.5 below.
- 2.17. **Services** – Means all professional advisory and supervision services which are to be provided and/or performed by the Consultant in accordance with the Contract.
- 2.18. **System** – The Israeli high pressure natural gas transmission system constructed and operated by the Company.
- 2.19. **Sub-Contractor** - legal entity other than the Bidder, that fulfils and complies with the requirements for sub-contracting specific part of the Services, as set forth in this Tender and/or the Agreement and/or the Technical Volumes, that shall execute any part of the Services as a sub-contractor of the Consultant.
- 2.20. **Tender** – This tender process.
- 2.21. **Tender Documents** – The documents in accordance with which the Bidder is required to submit its Bid, including this document and all the documents attached hereto.
- 2.22. In the Tender Documents, unless the context requires otherwise:
- 2.22.1. Headings are for convenience only and do not affect interpretation;
- 2.22.2. Words in the singular include the plural and vice versa;
- 2.22.3. A reference to “includes” or “including” means “includes, without limitation” or “including, without limitation”, respectively;
- A reference to a right or determination, to be made or act, decide or not, by the Company, means, the sole and absolute discretion of the Company.

3. **General Information**

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

- 3.1.1. The Company is a governmental company fully owned by the State of Israel. Under its authorities according to Israeli law and government resolutions, the Company is in charge of the design, construction and development of the national high-pressure natural gas transmission system, reservoirs and other related energy ventures.

- 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. The Company is required to contract with a professional company in order to receive advisory and supervision services in connection with the performance of its duties including, without limitation, with respect to the engineering and construction of the System and its operation, and supervision of the construction of the System.
- 3.1.4. The Company's development plan for the coming years includes, inter alia, the construction of new pipeline sections of the System and PRMSs, the doubling of existing sections (including block valve stations and PRMSs), compressor station, and connecting the System to governmental and private power plants, industrial zones, plants and privately owned low-pressure natural gas distribution systems, and other energy related activities including underground storage, energy feasibility studies etc.
- 3.1.5. The design, construction and operation of the System are under the regulation and supervision of the Israeli Natural Gas Authority ("**NGA**") that has the right to inspect and overlook all aspects of the System at all times, and the Bidder undertakes to comply with its instructions.
- 3.1.6. As of June 2018, parts of the Company's bonds are traded in the Israeli stock exchange.

3.2. The System

- 3.2.1. The System constructed and operated by the Company includes, inter-alia, on-shore and off-shore pipeline 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 800 km of high pressure natural gas pipeline of various diameters up 36", 3 receiving terminals, 106 block valve stations, approximately 53 PRMSs and a LNG buoy.

- 3.2.3. In addition, currently under construction or about to begin construction during 2023 are approximately 140 km of up to 36" high pressure natural gas pipeline, including 42 km offshore section, , 12 block valves stations and 8 PRMSs. Under design are additional 140 km, 6 PRMSs and a compressor station.
- 3.2.4. The Company shall continue to develop the System over the coming years in accordance with market demands and subject to regulatory approval granted from time to time.
- 3.2.5. Typical pipeline Projects entails the construction of dozens of km of pipeline, block valve stations along the line, civil engineering, mechanical installation works, and rehabilitation works, usually over 12 – 24 months period to each Project.
- 3.2.6. More about the Company and its activities can be viewed at its website: www.ingl.co.il.
- 3.2.7. The execution of Projects by the Company is subject to the approval of certain official organs of the Company, including budgetary or other approvals of the relevant authorities and the clients, which may result changes in the works and time schedules. Bidders (including the Successful Bidders) shall have no claim regarding the above.

3.3. The Services required for the Company

- 3.3.1. The Services are required in Company's construction and developing works of the System, according to the Company's development plan for the coming years. Such development plan includes, inter alia, the construction of new pipeline sections of the System and PRMSs, the doubling of existing sections (including block valve stations and PRMSs), compressor stations, connecting the System to governmental and private power plants, industrial zones, plants and privately owned low-pressure natural gas distribution systems. Further details as of the current Company's short-term development plan is provided in **Annex A1**, however may amended according to needs. The Services may also include other energy related activities including

underground storage, energy feasibility studies etc., as determined by the Company.

3.3.2. The above development plan is provided for general impression purposes only and is nonbinding and may be amended according to Company's needs.

3.3.3. The Company may instruct the Consultant in writing to provide the Services in Company's project/s in which execution have already begun.

4. **General Description of the Services – Scope of Work**

4.1. The Consultant shall provide the Services in accordance with the Tender Documents and the Scope of Work as provided in **Annex B4** to the Agreement.

4.2. Without derogating the above, the Services below shall be carried out by the Key Personnel and shall *inter alia* include mainly:

4.2.1. Review and update (if necessary) of the System's conceptual and basic design.

4.2.2. Provide signed approvals for the design and construction specifications according to Company's license.

4.2.3. Perform reviews and provide signed approvals for all engineering plans (see Annex C1 to the Contract examples for table of content of such Engineering plans for Offshore piping, Onshore piping and PRMS) and specifications provided by INGL before submission of such plans to the authorities .

4.2.4. Perform reviews and provide signed approvals for construction, production and operation procedures and for hot and cold commissioning tests.

4.2.5. Completion certificates (see **Annex C2** to the Contract for example) signed and approved by the Consultant.

4.2.6. Perform reviews and provide signed approvals for the gassing-up procedures before submission to the NGA.

4.2.7. Perform reviews and provide signed approvals for INGL's As-Mades.

- 4.2.8. Perform reviews and provide signed approvals for any reports/plans/documents/technical queries/waiver requests etc. as may be required by INGL.
- 4.2.9. Review of procurement, certification and general consultancy regarding tender processes and procurement activities, including cost evaluation (if required).
- 4.2.10. Issue approved and signed operation, gassing-up and emergency procedures for INGL's various facilities.
- 4.2.11. Option to perform Project Management and close supervision on site for offshore projects.
- 4.2.12. Issue status reports regarding planning process and construction for offshore Projects in which the Consultant is in charge for supervision and management .
- 4.2.13. Establish and implement an overall training program for INGL's engineering, construction and O&M employees, for the on-going activities and other specific issues, as may be required by INGL.
- 4.2.14. Provide signed approvals prior to the gassing-up and commencement of operation of the System.
- 4.2.15. Provide engineering and supervision support as an owner engineer of the Company during Company's Projects.
- 4.2.16. Any other relevant consultancy, supervision and design support services which may be required by INGL in relation to INGL's energy engineering, design, construction and operation activities, including providing expert support reports and ancillary documents, feasibility studies, reports and etc.

The above does not derogate from the full scope of work to be provided by the Consultant to the Company according to the Contract and the best industry practice in the field of the Services.

- 4.3. It is the responsibility of the Consultant to ensure compliance with the Tender Documents, its associated specifications and all other relevant international and local standards, statutory requirements and industry best practice.
- 4.4. It is the responsibility of the Consultant to identify relevant local rules and regulations and comply with them, obtain all necessary permits and coordinate the execution of the Services with all relevant governmental and local authorities.
- 4.5. The Consultant shall be responsible for ensuring permits for all personnel and/or equipment as required, in a timely manner, and that entry permissions and all other legal and operational procedures are addressed by the Consultant in a manner that shall allow the Services to commence and be completed on time and without delay. The Consultant shall not be entitled for any additional consideration.
- 4.6. **Key Personnel**
- 4.6.1. The Services shall be provided by the Key Personnel (Senior Consultant, Construction Advisor and Operation and Maintenance Consultant) and additional Consultant's Personnel as required by the Company. The identity of the Key Personnel shall be as detailed in the Consultant's Bid and may not be replaced without the prior written approval of the Company.
- 4.6.2. If required by the Company, the Consultant's Key Personnel shall be present in Israel during the provision of Services, as further described in the Agreement.
- 4.6.3. Consultant shall obtain and maintain, at his own costs, all insurance necessary to cover his liabilities and his equipment in connection with the Services under the Agreement and shall provide the Company an insurance certificate, in the format acceptable to its insurer that shall include all substantive requirements as further provided in the Agreement.
- 4.7. **Covid-19**

All Services shall be carried out by the Consultant to meet in full the guidelines and requirements to secure a safe working environment during the Coronavirus pandemic, as shall be updated from time to time. The full and up to date guidelines are provided in the COVID Information Center Israel Ministry of Health at <https://corona.health.gov.il/en/>. The Consultant shall not be entitled to any additional consideration due to any direct or indirect difficulty regarding the Coronavirus pandemic.

5. **The Company Option**

- 5.1. The Company may instruct the Consultant to provide the Services or any part thereof by giving the Consultant a prior notice of at least 14 days prior to the commencement of any such task/Project. The Services may be parallely provided by the Consultant's Personnel to on-going Projects in accordance with the Agreement and Company's discretion.
- 5.2. The Key Personnel shall dedicate all time, efforts, and skills for carrying out the Services, as required by the Company and until the Company's approval is received for the completion of the Services at the Project.
- 5.3. The Company may also decide, at its sole discretion, to exercise the Company Option to only part of the Services, taking into consideration the capabilities of the Consultant and Company's requirements.
- 5.4. The Company may instruct the Consultant to provide the Services by additional Personnel and/or by additional Key Personnel experienced in offshore projects. Within 14 days of Company's instruction the Consultant shall provide for Company's approval the CV's and qualifications of such additional Key Personnel, who meet the Tender Thresholds (as a minimum requirement). The consideration for the Consultant for any additional Key Personnel shall be in accordance with the rates provided in its quotation in the Tender. No additional or special consideration shall be paid for additional Key Personnel.
- 5.5. The Company may, for professional reasons and/or interpersonal reasons withhold or withdraw approval previously granted and request the replacement of any of

Consultant's Personnel, and the Consultant undertakes to comply with such request.

6. The Qualification Process of this Tender

The evaluation process consisting of 3 stages, as follows:

- 6.1. **1st Stage – Threshold Requirements** - the Threshold Requirements for participating in this Tender are set forth in Clause 12 below. A Bidder that falls short of meeting any of the Threshold Requirements shall not progress to the next stage of the Tender.
- 6.2. **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 17.2 below.
- 6.3. **3rd - Presentation and Interview** - the four best ranked Bidders in the 2nd Stage will be invited to and interview and presentation as provided in Clause 17.5 below.
- 6.4. **4th Stage – Price Evaluation** – the Commercial Proposals of the Bidders that complies with the Threshold Requirements and Quality Evaluation Criteria shall be opened and graded in accordance with Clause 17.7 below.
- 6.5. Thereafter each Bidder shall be given its Final Score consisting of its Quality Score (80%) and its Price Score (20%); all as provided for in Clause 17 below.
- 6.6. Subject to all Company powers and discretion as provided for herein and under the Laws, the Bidder that shall receive the highest weighted Final Grade (Quality and Price Score) shall be awarded the execution of the Services.

7. Time Schedule for the Tender Process

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

	<u>Description</u>	Deadline

a	Last date for submission of queries and requests for clarifications regarding the Tender	March 14th 2023, 12:00 (Israel time)
b	Last date for submission of Bids (" Last Submission Date ")	No later than April 17th ,2023 at 17:00 (Israel time)
c	Presentation of proposal, methodology and Key Personnel	To be coordinated separately with each eligible Bidder
d	Bid valid until	30/9/2023 (including)

7.2. The Company may decide from time to time to postpone the Last Submission Date for any reason whatsoever.

8. **Submission Deadline & Place**

8.1. 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 below.

8.2. **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 7 above:**

sec_tender@ingl.co.il

guyl@sfa.law

8.3. 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 Last Submission Date. It is therefore recommended to Bidders to use the "Request a Delivery Receipt" or similar option.

9. Bidders' Requests for Clarifications

- 9.1. Bidders are entitled to contact the Company in writing, and submit a request for clarifications regarding the Tender. Such requests shall be directed to the Tender Coordinator (Ezra Daniel) via email: daniel@ingl.co.il.
- 9.2. The Company shall be entitled, at its sole discretion, to reply or not to reply to requests for clarifications. The Company's responses to the requests shall be furnished by written addendum to all registered Bidders, without disclosing the identity of the Bidder who submitted the request. No Company response shall be binding unless it is issued by written addenda as part of the Tender process and sent to the Bidders.
- 9.3. 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).

10. Contact Details and Availability of Documents

- 10.1. The Tender Documents are available online on the Company's Website (www.ingl.co.il).
- 10.2. 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.
- 10.3. Bidders shall 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**"), in the form attached as **Annex A2**.
- 10.4. Only Bidders that shall register with the Company and provide their contact details shall receive updates, clarifications and amendments regarding the Tender.

11. Preparation of Bids

- 11.1. Bidders are required to prepare their Bids in full conformity with this Tender ("**Compliant Bid**").
- 11.2. Bidders shall complete their Compliant Bids in an accurate and detailed manner, disclosing all the information requested, as well as any additional information required to clarify, substantiate and support the Bid.
- 11.3. **Bidders may not deviate in their Bids from the instructions of the Tender**, unless prior permission has been specifically granted in writing by the Company. 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 below.

12. Threshold Requirements

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

12.1. Bidder's Structure

- 12.1.1. The Bidder must be an entity duly organized and validly existing under the laws of the jurisdiction in which it was organized.
- 12.1.2. The Bidder shall be one legal entity and **shall not** be either a Joint Venture or Consortium or an unregistered partnership.
- 12.1.3. The Bidder itself must comply with the Threshold Requirements, unless explicitly stated otherwise in the Tender.
- 12.1.4. Affiliated entities **may not** submit more than 1 Bid in the Tender.

12.2. Bidder's Professional Experience

The Bidder comply with all the following minimum requirements:

- 12.2.1. The Bidder is an engineering company, which headquarters are located in a current High-Income OECD Country.
- 12.2.2. The Bidder employs at least 100 employees of which at least 50 engineers.
- 12.2.3. The Bidder holds at least fifteen (15) years' experience in providing engineering, design, supervision, and consultancy services for the design,

construction and operation of high-pressure Natural Gas transmission systems.

12.2.4. The Bidder provided to Natural Gas transmission systems operators and/or Natural Gas producers, located in a current High-Income OECD Country, design and overall construction support services for Natural Gas projects, as follows:

12.2.4.1. At least 2 onshore projects, each consisting of at least 50 km long pipeline in a diameter of at least 24", and

12.2.4.2. At least 1 offshore project consisting of at least 20 km long pipeline in a diameter of at least 18".

To this end the construction of each project started as of 2014 and the project had been activated until the Last Submission Date.

For the purposes of compliance with any of the requirements set forth above a Bidder may rely upon the professional experience gained and accumulated by: 1. An Affiliate (as such term determined in Clause 2.1 above); and/or 2) legal entity from which the Bidder or its Affiliate 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 or its Affiliate was incorporated, as well as by any kind of a transaction of assets/activities ("**Acquired Corporation**").

12.3. **Key Personnel**

The Bidder presented in its Bid all the following Key Personnel for the provision of the Services to the Company, meeting all the minimum requirements specified below:

12.3.1. Senior Consultant

Holds at least 15 years of accumulated work experience in design and design review and approval of high-pressure (at least 40 bar) Natural Gas transmission systems projects, which included pipelines, stations and PRMSs and which were constructed in accordance with European standards and/or NEN 3650 Dutch code.

12.3.2. Construction Advisor

Holds at least 12 years of accumulated professional experience in providing overall construction support services in the construction of high-pressure (at least 40 bar) Natural Gas transmission systems projects, which were designed in accordance with European standards and/or NEN 3650 Dutch code.

12.3.3. Operation and Maintenance Consultant

Holds at least 12 years of accumulated professional experience in consulting the operation and maintenance of high-pressure (at least 40 bar) natural gas transmission/distribution systems located in European countries, which were designed in accordance with European standards and/or the NEN 3650 Dutch code.

12.3.4. Each of the proposed Key Personnel shall also comply with all the following:

- 12.3.4.1. A Mechanical/Process/Civil Engineer with University degree.
- 12.3.4.2. Shall be Fluent in the English language (Speak, read & write).
- 12.3.4.3. Bidder/Affiliate/Acquired corporation's employee or provides services to the Bidder/Affiliate/Acquired corporation as a freelance.

To meet the above thresholds, the Bidder may propose a different candidate for each position or 2 candidates, one of which comply with 2 of the Key Personnel positions and the other with the remaining position (for example 1 candidate as Senior Consultant and Construction Advisor and another as Operation and Maintenance Consultant), provided that each candidate comply with the relevant requirements.

Please note that the Consultant's key Personnel approved by the Company during the Tender shall provide the Services and shall not be replaced without Company's approval as provided in the Contract.

Please note that during the Contract Period the Services of additional Personnel may be required, depending on the Projects quantity and extent under construction. Subject to Company's prior notice and approval the Consultant shall be required to provide additional Key personnel who meets the above requirements.

12.4. Financial Strength

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

12.4.2. The Weighted Average annual turnover of the Bidder according to the Bidder's audited financial statements for the years 2018 – 2021 was not less than 4 million Euro; and

12.4.3. The Weighted Average yearly cash flow from operating activities for the years 2018 – 2021, according to the Bidder's last audited financial statements, was positive or, if negative, less than 25% of its equity for the end of 2021.

12.4.4. For the purpose of Clauses 12.4.2 - 12.4.3 above the "**Weighted Average**" shall be calculated as follows: $(2018 * 23 + 2019 * 23 + 2020 * 23 + 2021 * 31) / 100$.

12.4.5. Parent Company Reliance

For the purposes of compliance with the requirements set forth in Clause 12.4 above, a Bidder may rely upon a parent company holding, directly or indirectly, more than 50% of the voting power in the Bidder or the power to appoint more than 50% of its directors ("**Parent Company**").

12.5. General Threshold Requirements

12.5.1. The Bidder is not listed as an entity whose activity in Israel and the economic activity of Israeli entities with it are limited or prohibited by the Act for Fighting Iran's Nuclear Plan, 2011 or the Act for the Prevention of the Distribution and Financing of Weapons of Mass Destruction, 2018.

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

13. Structure of the Bids - Two Parts

13.1. 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.

13.2. Bidders may not deviate in their Bids from the instructions of the Tender Documents unless prior permission has been specifically granted in writing by the Company.

13.3. Bidders shall submit their Bids in 2 separate **E-MAIL 1 and E-MAIL 2**, as detailed hereinafter.

13.4. E-MAIL 1 (professional Proposal)

In E-MAIL 1 the Bidder shall include all the following documents:

13.4.1. Table of contents

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.

13.4.2. Legal Structure

Details of the Bidder's legal structure together with its incorporation documents, supported by a legal opinion in the form attached hereto as **Annex A4**.

13.4.3. Bidder's profile and Organizational chart

Including the location of main and associated offices, details of organization structure and detailed description of the Bidders experience in the field of the requested Services and additional services provided by the Bidder in related fields.

13.4.4. Documentation regarding Past Experience of the Bidder

13.4.4.1. Bidder's experience in the field of required Services under this Tender in the form of **Annexes A7**

- The information in form **Annex A7(1)** shall be used to verify the compliance of the Bidder with the Threshold Requirement regarding professional experience.
- The information in forms **Annex A7(2)** shall be used to evaluate the Bidder and its Proposal as part of the Evaluation Stage.

13.4.4.2. If relevant – in case the Bidder is relying upon an Affiliate or Acquired Corporation's Professional Experience, the Bidder shall also submit:

Supporting documentation with respect to such Affiliate or Acquired Corporation approving the relevant details provided in **Annexes A7(1) and A7(2), as applicable.**

13.4.5. Documentation regarding Bidder's proposed Key Personnel

13.4.5.1. A detailed description of the Bidder's proposed Key Personnel demonstrating their compliance with the Threshold Requirements, to be presented in the forms attached hereto as **Annexes A8-A10.**

The forms 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 Services for the Company, should the Bidder be awarded for providing the Services.

The forms shall be accompanied by a **detailed CV and supporting documents and required certifications.**

This information shall be used to verify the compliance of the Bidder with the Threshold Requirement regarding the Consultant's team members and to evaluate the Bidder and its Bid as part of the Evaluation Stage.

13.4.5.2. The Non-Disclosure Agreement in the form attached hereto as **Annex A2(1)** duly signed by the Bidder and by each of the Key Personnel.

13.4.6. Declaration, Warranty and Undertaking

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

13.4.7. Statement regarding Non-Payment of Brokerage Fees

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

13.4.8. Contact Details, Signatory Rights and Confidentiality

Contact details of the Respondent, its signatory rights, and an undertaking of confidentiality regarding this Tender, in the form attached hereto as **Annex A2**, duly signed by the Respondent.

13.4.9. Legal Opinion - Power of Attorney

A written power of attorney signed by the Bidder, in the form attached hereto as **Annex A4**, empowering the Authorized Representative to sign all documents, including all the Tender Documents, on behalf of the Bidder.

13.4.10. No Conflict of Interests

A duly signed by the **Bidder and the proposed Key Personnel** of the No Conflict of Interests statement in the form attached hereto as **Annex A6**.

13.4.11. Bidder's Financial Strength

A Certificate (confirmed by the Bidder's independent certified public accountants) regarding average turnover, equity and average cash flow in the form attached hereto as **Annex A11**.

13.4.11.1. If relevant – in case the Bidder is relying upon the Financial Strength of its Parent Company, the Bidder shall submit the following executed by the Parent Company:

- a) the Declaration, Warranty and Undertaking attached as **Annex A2**;
- b) the Parent Company Guarantee attached hereto as **Annex A12**;
- c) the Signatory Rights confirmation on behalf of the Parent Company in the form set forth in **Annex A13**.

Note: Financial information denominated in currencies other than Euro shall be converted by the Company into Euro, based on the exchange rates published by the Bank of Israel in the last date for submission of Bids (or any other reputable Bank as determined).

13.4.12. A duly signed copy of the Tender documents

A signed copy of all Tender Documents, including a duly signed copy of the Agreement.

13.4.13. Bidder's Proposed Methodology

The Bidder shall submit a proposed methodology for the provision of the Services.

13.4.14. Clarifications & Amendments

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

E-MAIL 1 shall not contain any information or documents regarding the commercial proposal.

13.5. **E-MAIL 2 (Commercial Proposal)**

13.5.1. In E-MAIL 2 the Bidder shall include its commercial proposal in form attached hereto as **Annex A14**, duly signed by the Bidder.

- 13.5.2. The Bidder should quote its commercial proposal to all items in the designated places in the Quotation Form attached as **Annex A14** hereto. A Quotation for an item **shall not** refer to any other item and **shall not** include any other Deviation.
- 13.5.3. The Prices shall be quoted in **Euro currency only** and shall be **all inclusive** as provided in the Contract.
- 13.5.4. The rates quoted by the Bidder **shall not exceed the Maximum Prices** provided in **Annex A14**.
- 13.5.5. 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 Fee and the Consultant shall not be entitled to any additional consideration or reimbursement.

14. Bids Submission Rules

- 14.1. The Bids shall be completed and submitted in English or in Hebrew. Documents 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.
- 14.2. All Bid documents must be typed legibly. Each volume comprising the Bid documents shall be consecutively numerated and include a table of contents.
- 14.3. The Bid shall be signed with the full signature of the Bidder and of the authorized signatories of the Bidder.
- 14.4. The Bidder shall present an attorney's confirmation (or the equivalent) regarding the signatory rights of the signatories with respect to the Bid on behalf of the Bidder.
- 14.5. The Company shall not be bound to accept any Bidder's confidentiality statements as marked or any restriction therein.

- 14.6. The complete Bid shall be without alterations, reservations, interlineations, additions or erasures, except for those that have been made pursuant to written instructions issued by the Company, 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 entries, corrections or amendments have been made.
- 14.7. The Bids shall be prepared and submitted according to the terms of the Tender. The Bidder must refer in its Bid to all the details required under the terms and attach thereto all the required documents.
- 14.8. The Company shall be entitled, at its sole discretion, to disqualify any Bid that contains a condition, restriction, modification, addition or omission with respect to the terms of the Tender. The decision in any of the abovementioned events is subject to the Company's sole discretion.
- 14.9. The Bidder shall be entitled to attach to its Bid additional relevant details and documents for the purpose of clarification, verification of data reported and/or for any other purpose which the Bidder considers to be required in order to assure the optimal presentation of the Bid thereof.
- 14.10. 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.
- 14.11. Bid may not be amended or modified after its submission, except as a result of any amendment, modification or adjustment requested and approved in writing by the Company in accordance with the provisions of this Tender.

15. Validity of Bid

- 15.1. The Bid shall remain valid for a period stipulated in clause 7 above. The company at its sole discretion may extend the validity of the bid for an additional 6 months period.
- 15.2. 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, in the Company's discretion.

16. Request for Clarifications and/or Supplementations of Submitted Bids

- 16.1. 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 of their Bids and/or ask 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, all in a form and manner to be notified to them by the Company.
- 16.2. The Company shall be entitled to approach Bidders (or any of them) with a request for clarifications with respect to the Bids or a request for receipt of additional data and documents, which are required in its opinion for the examination and evaluation of the Bid.
- 16.3. Without derogating from the generality of the foregoing, the Company reserves the right, at its sole discretion, to demand from any of the Bidders after submission of the Bids to complete missing information and/or recommendations and/or approvals in all matters relating to the Bidder, including its experience and capability, this, inter alia, for the purpose of examination of Bidder's compliance with the Threshold Requirements and for the purpose of evaluating its Bid.
- 16.4. The Bidders shall deliver to the Company all the data and documents required within the period of time determined by the Company in its request, to the Company's address. The response of the Bidders shall be attached to the Bid and shall be considered as an integral part thereof.
- 16.5. Without derogating of the above, Bidders shall notify the Company of any change that shall occur after the submission of the Bid that may adversely affect the Bidder's compliance with the Threshold Requirements of this Tender and/or with its evaluation under the evaluation process of this Tender and/or its capability to carry out future Projects. Bidders shall attach to such notification all updated documentation and information, relevant to any such change or event.
- 16.6. The Bidder agrees that in the event of arithmetic errors and/or typographical errors in its Bid, the Company shall be entitled to correct the errors, regardless of

the monetary impact of such correction, and the Bid shall include the correction of the errors, after the correction thereof by the Company.

17. Examination of the Bids

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

- 17.1. In the **first stage** the Company shall examine the contents of E-MAIL 1 in order to determine if the Bid complies with the Threshold Requirements and general requirements.
- 17.2. In the **second stage** the Company shall examine the contents of E-MAIL 1 of the Bidders which passed the first stage in order to evaluate the quality of the Bids. The Company may commence the second stage of the examination of the Bids prior to the completion of the first stage.
- 17.3. The Quality Score shall be awarded in accordance with the following criteria and scores:

Main Category Criteria	Maximum score
Bidder's (and – if relevant – Bidder's Affiliate/Acquired Corporation) Professional Experience	

<p>Work experience as of 1.1.2008 in overall design review and/or construction support services and/or operation and maintenance services for high-pressure (at least 40 bar) natural gas transmission systems projects, which included pipelines, stations and PRMSs and which were constructed in accordance with European standards, which had been activated and gassed-up until the Last Submission Date (in this section: "Project") in accordance with the following criteria:</p> <ol style="list-style-type: none"> 1. Project in which the Bidder provided the overall design review, which was designed in accordance with NEN 3650 Dutch code and/or European standards in a successive pipeline's length of at least 40km – 2 points per Project up to maximum of 4 points. 2. Project in which the Bidder provided the construction support services with pipeline's diameter of at least 36" – 2 point per project up to maximum of 4 points. 3. Project for which the Bidder provided the operation and maintenance services - 1 point per project up to maximum of 2 points. 4. Project which had been activated and gassed-up within the last 3 years prior to the Last Submission Date – 2 points per Project up to maximum of 4 points. <p>Please note that a given Project can be valued in more than one criterion.</p> <p>Offshore project which was designed in accordance with DNV F101 code and included at least 20 km high-pressure pipeline with a minimum diameter of 18", sub-sea Plem (pipeline & manifold) and structures – 3 points per project up to maximum 6 points.</p>	<p>17</p>
<p>Bidder's Key Personnel – Senior Consultant</p>	
<p>Work experience as of 1.1.2008 in overall design approval and construction support services for high-pressure natural gas transmission systems (at least 40 bar) projects, which included pipelines in a diameter of at least 24", stations and PRMSs, which were constructed in accordance with European standards and/or NEN 3650 Dutch code, and which had been activated and gassed-up until the Last Submission Date (in this section: "Project") in accordance with the following criteria:</p> <ol style="list-style-type: none"> 1. Project in a successive pipeline's length of at least 40km – 2 points per project up to maximum of 4 points. 2. Project with pipeline's diameter of at least 36" – 2 points per project up to maximum of 4 points. 3. Project which had been activated and gassed-up within the last 3 years prior to the Last Submission Date – 2 points per Project up to maximum of 4 points. <p>Please note that a given Project can be valued in more than one criterion.</p>	<p>11</p>
<p>Bidder's Key Personnel – Construction Advisor</p>	

<p>Experience as of 1.1.2008 in overall construction support services for the construction of high-pressure natural transmission systems (at least 40 bar) projects, which included pipelines in a diameter of at least 24" and PRMSs, stations and which were constructed in accordance with European standards and/or NEN 3650 Dutch code, and which had been activated and gassed-up until the Last Submission Date (in this section: "Project") in accordance with the following criteria:</p> <ol style="list-style-type: none"> 1. Project in a successive pipeline's length of at least 40km – 2 points per project up to maximum of 4 points. 2. Project with pipeline's diameter of at least 36" – 2 points per project up to maximum of 4 points. 3. Project which had been activated and gassed-up within the last 3 years prior to the Last Submission Date – 2 points per Project up to maximum of 4 points. <p>Please note that a given Project can be valued in more than one criterion.</p>	11
Bidder's Key Personnel – Operation and Maintenance Consultant	
<p>Experience as of 1.1.2008 in providing consulting services to Natural Gas transmission systems operators on the operation and maintenance of high-pressure (at least 40 bar) natural gas transmission/distribution systems located in European countries, which were designed in accordance with European standards and/or the NEN 3650 Dutch code, in accordance with the following criteria:</p> <ol style="list-style-type: none"> 1. For each separate system as described above (above 1 system) – 2 points per system up to maximum of 4 points. 2. For each separate system as described above (above 1 system) which included Inline Inspection (Pigging) and/or Hot Tapping activities – 1 point per system up to maximum of 3 points. <p>Please note that a given system can be valued in more than one criterion.</p> <p>Examples of Bidder's prior work demonstrating operational procedures/venting procedures/gassing-up procedures for Natural Gas transmission systems – 2 points per process demonstrated up to a maximum of 4 points.</p>	11
Team Member Interview and methodology presentation	
<p>According with the following criteria:</p> <ol style="list-style-type: none"> 1. Demonstration of professional knowledge in the field of the Services – up to 13 points. 2. Level of expertise and familiarity with the standard required for providing of the Services — up to 5 points. 	30

3. Presentation of the proposed methodology related to the Scope of Work which shall include the processes for the construction of onshore and offshore high-pressure Natural Gas transmission systems projects – up to 12 points.	
Total	80

17.4. When reviewing the Bids, the Company may take into consideration, in accordance to its sole discretion, all available information from any and all sources and past experience of the Company with the Bidder.

17.5. **Third stage - Presentation and Interview**

17.5.1. The four 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 Key Personnel and proposed Methodology as provided below. The rest of the Bidders shall not continue to the next stages.

17.5.2. The presentation and interview will be before a panel to be determined by the Company, to which all the Bidders' Key Personnel shall appear.

17.5.3. The presentation and interview shall be held through "Webex" video communication application or other means determined by the Company. The Company may determine that the presentation and interview shall be held by a visit of the Key Personnel or any of them to Israel. If so determined, the Company shall schedule such visit and reimburse the Bidder for its Key Personnel expenses in such visit to Israel with up to 220\$ per night for accommodation and the costs of standard economy class flights to and from Israel of each such Key Personnel. The Bidder shall bear all other expenses.

17.5.4. The presentation should highlight the Bidder's understanding of the System in Israel, relevant experience of the Bidder and Key Personnel with European natural gas transmission systems. The Bidder shall send the presentation to the Company at least 5 Days prior to the interview date.

- 17.5.5. The Interview shall include a self-presentation by the Bidder's team members and answer to the Company's representatives' questions. The Bidder shall be responsible for summoning the Key Personnel, as well as any other party on behalf of the Bidder whom the Company will request to summon at its discretion.
- 17.5.6. The Company may adjust the Quality Score of the Bidder in accordance with the Interview outcomes.
- 17.6. After the third stage, a Bidder that shall be awarded a Quality Score of **less than** 60 points in total (the "**Minimum Score**") shall not pass to the next stage and the Bidders whose Bid received a Quality Score of 60 points or more shall pass to stage 4. Notwithstanding the foregoing, in the event that less than 3 Bids received the Minimum Score required, the Company may, but is not obligated to, decrease the Minimum Score and the provisions of this clause shall apply *mutatis mutandis*.
- 17.7. In the **Fourth Stage** the Company shall examine the contents of E-MAIL 2 of the Bidders that successfully passed Stage 3 for determining their Price Score.
- 17.8. Subject to the prerogatives of the Company under this Tender and under the Law, the lowest commercial proposal (according to weights determined in **Annex A14**) shall be awarded 20 points for Price Score. The Price Score for the other eligible Bidders shall be determined as follows:
- $$\left(20 * \frac{\text{the lowest commercial proposal}}{\text{the evaluated commercial proposal}} \right) = \text{Price Score}$$
- 17.9. The sum of the Quality Score and the Price Score for each Bid shall be the **Final Score** of the Bid. The Bid that was granted the highest Final Score shall be declared as the winner of this Tender, subject to the prerogatives of the Company under this Tender and under the Law.
- 17.10. Without derogating from the rights pursuant to any Law, should a Successful Bidder fail to fulfill its undertakings according to the terms of the Tender or the Contract, the Company may approach the next Bidder in Bid rankings and announce him as the Successful Bidder.

Should such announcement of a new Successful Bidder be made later than 6 months as of the selection of the initial Successful Bidder, the new Successful Bidder may decline the award and should he do so, the Company shall be entitled to approach the next Bidder ranked and so on.

18. Signing the Contract

- 18.1. Following the notification of the successful Bidder in the Tender, and as a precondition for Company to sign the Contract, the successful Bidder shall submit to the Company the Performance Guarantee as provided in **Annex AA1** to the Agreement.
- 18.2. Anything to the contrary notwithstanding, no contract shall come into force until the Company signs the contract by its authorized signatories.

19. Order of Precedence

- 19.1. During the Tender process, 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 shall prevail.
- 19.2. During the Contract Period, in the event of any conflict or discrepancy between any provisions of the Agreement's documents, the order of precedence shall be as specified in the Agreement.

20. Information Supplied by the Company

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

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

- 21.1. There shall be no conflicts of interest between any of the Bidder's prior or current engagements or activities and/or those of its employees and/or sub-Consultants and the obligations or rights of the Bidder under this Tender and the Agreement.
- 21.2. Neither the Bidder nor any of its sub-Consultants may at any time be connected with the Company or its employees or its consultants.
- 21.3. The Bid shall not be prepared in collusion with any other Bidder participating in the Tender, nor with any affiliate thereof.
- 21.4. A Bidder may not submit and may be involved – directly or indirectly – in the submission of more than one Bid.
- 21.5. 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.
- 21.6. A Bidder, shall 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-Consultants 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, Sub-Contractors or representatives.
- 21.7. Without derogating of the above, Bidders and Consultants (as applicable) shall always comply with its declarations and undertaking regarding conflict of interests as detailed in **Annex A6** (as integral part of this Tender).
- 21.8. Bidders and Approved Consultants (as applicable) shall comply at all times with the ethical code of the Company as published at the Company site (www.ingl.co.il).

22. General Prerogatives of the Company

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

misleading, unreasonable, manipulative or based on incorrect assumptions or misapprehension.

- 22.4.5. Without derogating from its rights pursuant to the Tender and/or to any law, the Company shall be entitled to correct or modify typographical errors or arithmetical errors that shall be detected in the Bids. The corrections shall be exercised during the examination of the Bids by the Company and shall be recorded in the minutes whereby the notice of the modification shall be delivered to the Bidder.
- 22.4.6. Award a provisional score to any Bidder for any of the evaluation criteria, subject to the receipt of all required documentation from such Bidder.
- 22.4.7. Conduct an independent inquiry or investigation regarding any matter connected with the Tender process, including, without limitation, with regard to Threshold Requirements, evaluation criteria, financial strength, technical expertise and experience of any Bidder.
- 22.4.8. Provided that the Company allowed the affected Bidder an opportunity to present arguments (either written or oral) in support of its Bid, reject any Bid with respect to which the Company concludes, at its sole discretion, that the information supplied in the Bid, including, without limitation, information regarding the financial strength and/or technical capabilities of the Bidder, does not accurately reflect the actual ability of the Bidder.
- 22.4.9. Where a Bidder submits or presents any Deviation, whether in its Bid, during negotiations or in any other stage of the Tender Process, the Company may act as it deems appropriate, including without limitation, in any one or more of the following ways:
- 22.4.9.1. It may provisionally ignore all or part of a Deviation and, notwithstanding anything stated to the contrary in the Bid, evaluate such Bid without considering 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.

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

22.4.9.3. It may accept a Deviation if it reflects, in accordance with Company's decision at its sole discretion, an immaterial change with respect to the specific wording of the Contract.

22.4.9.4. It may require the Bidder to correct all or part of the Deviations.

22.4.9.5. It may disqualify the Bid.

22.5. Subject to applicable law, the Company at its sole and absolute discretion, will be entitled to conduct negotiations with a Bidder or Bidders whose Bids founded by the Company compatible for negotiations, in any way the Company deems suitable and in any of the stages as set forth 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, 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.

23. Disqualification of Bid

23.1. Without derogating from the Company's rights and authorities under the Tender and under law, the following conditions and events may lead to disqualification of a Bidder, at the Company's sole discretion, at any stage during the Tender. 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**").

23.1.1. The commencement of bankruptcy, receivership, liquidation or reorganization, reconstruction or composition of creditors proceedings against the Bidder or a similar situation, unless such proceedings are discharged within a reasonable period of time, as determined by the Company, at its sole discretion, or if an interim or permanent receiver, liquidator, administrator or examiner or similar officer is appointed over

the Bidder and/or the assets thereof, or if the Bidder has become insolvent.

- 23.1.2. The commencement of any voluntary action for the liquidation of the Bidder except for the purposes of merger or reconstruction on terms approved by the Company in writing.
 - 23.1.3. Commencement of any legal proceedings, which allegedly relate to an offence, which in the Company's opinion, affects the integrity of the Bidder.
 - 23.1.4. Commitment of a grave error by any Bidder in the performance of its profession.
 - 23.1.5. Employment of or engagement with a consultant or an expert, who was/is employed by the Company and/or any other relevant authority in relation to the Company without the prior written approval of the Company.
 - 23.1.6. Participation of a Bidder or an interested party therein, that is suspected of being involved in criminal activity or of being hostile to the State of Israel and/or that is a resident of a country which does not have diplomatic relations with the State of Israel.
 - 23.1.7. The existence of a material conflict of interest in a Bidder or any interested party therein.
 - 23.1.8. Any event or change in circumstances in the Bidder, which may adversely affect the Bidder's capacity to be approved as a Bidder.
 - 23.1.9. Any material breach of the provisions of the Tender, including the submission of any false or incomplete information.
 - 23.1.10. Any other event or circumstances which the Company shall consider, at its sole discretion, as justifying disqualification of any Bidder.
- 23.2. In the event that any of the above conditions or events occurs, the Company reserves the right to impose upon a Bidder any instructions as a condition for its participation in the Tender.

24. Property Rights of the Company

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

25. Expenses Borne for Participation in the Tender

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

26. Governing Law

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 Services shall be adjudicated only in the authorized courts of the city of Tel Aviv-Jaffa, Israel.

27. Addresses of the Parties and Method for Sending Notifications

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

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

IN WITNESS WHEREOF, the parties hereto have signed this Tender:

Name of Bidder	Bidder's authorized representative	Signature & Stamp
-----------------------	-------------------------------------------	------------------------------

	By: Title: Date:	
	By: Title: Date:	

ANNEX A1 – COMPANY’S SHORT TERM, DEVELOPMENT PLAN & PROJECTS (Non-Binding)

TENDER No. INGL/TENDER/2023/09

The general information below is provided for general knowledge and unbinding purposes only.

The System map can be view with the following link - https://www.ingl.co.il/wp-content/uploads/2020/06/Natgaz_GeneralMap_Feb2020_ENG_FINAL.pdf

	PRMS / Customer Connections & Status	Length Km	Diameter - Inch	Description
1	Rotenberg IEC Ashkelon <ul style="list-style-type: none"> On construction 	0	NR	As part of converting coal IEC stations to use natural gas, this is the first power production unit to be converted to gas. The planning includes the construction of a PRMS station, with valve station and installation of PRMS located at the receiving station at Ashkelon.
2	Sorek Desalination 2 in Shafdan <ul style="list-style-type: none"> On construction 	2	10	Connecting the desalination plant at Sorek near Palmahim to natural gas system. This project include pipeline between Shafdan PRMS to the power plant, of MS installation in side Shfdan PRMS station and an upgrade to the valve system.
3	Hagit MS <ul style="list-style-type: none"> On construction 	0	18	Building a metering station inside Hagit power plant and connection to an existing pipeline inside Hagit power plant.
4	Haifa Chemicals: Rotem Area (Ammonia Factory) <ul style="list-style-type: none"> Planning 	0.2	18	Ammonia factory of Haifa Chemicals at Rotem area. The project includes a pipeline to be connected to the operated Rotem PRMS station and a new PRMS station for the Ammonia factory.
5	Ashdod Distribution 2 <ul style="list-style-type: none"> Planning 	1		Upgrading the PRMS TO expand current capacity of the station in order to supply gas to a new customer of the Distribution system (low pressure).
6	Alon Tavor Peaker <ul style="list-style-type: none"> Planning 	1	12	Building a new PRMS for the connecting of a new peaker power plant unit at Alon Tavor station (former IEC station). The pipeline will be connected to the exsiting valve station at Alon Tavor.
7	Portable PRMS 2 <ul style="list-style-type: none"> Planning 	0		A portable PRMS aims to temporarily replace an operation PRMS in case of emergency caused by fatal damage



8	Rotenberg 2 IEC Ashkelon • Planning	0		As part of converting IEC coal station to use natural gas, this is the second power production unit to be converted to use natural gas. The planning includes the construction of a PRMS station, with valve station and installation of PRMS. it is also including civil works for the construction of the buildings for the power plant units 3 and 4.
9	Givat Koach PRMS - Distribution • Planning	0		A new distribution station for the central district. The project includes building a new PRMS and valve station inside an operated valve station Givat Koach.
10	Sdom Distribution • Planning	0		Installation of A new PRMS inside Sdom PRMS. the works includes an upgrade of the valve station.
11	Orot Rabin 5-6 Hadera (Offshore Pipeline) • Future project	0		As part of converting coal IEC stations to use natural gas, Units no 5 and 6 will be converted to work on natural gas. At first stage constructing a new PRMS station for unit 5 and about year after installation of PRMS for unit 6. The building will be design and build for both PRMS's. It will also include a valve station.
12	Rotenberg 4 IEC Ashkelon • Future project	0		As part of converting coal IEC stations to use natural gas, PRMS installation for power plant unit 4.
13	Rotenberg 3 IEC Ashkelon • Future project	0		As part of converting coal IEC stations to use natural gas, PRMS installation for power plant unit 3.
14	Mifrasit Metering station			(part of Ramat Hovav - Ashalim - Nitzana pipeline)
Main Lines				
15	Doubling Eshel Hanasi- Ramat Hovav • On construction	24	36	As part of doubling the southern section of the Israeli high pressure gas system, building a 36" pipeline in parallel and along an existing operated 24" pipeline and expanding the valve stations in the section.
16	Eshel Ha Nasi – Gaza • Planning	40	36	This project aims to transfer natural gas to the Gaza strip. Includes a PRMS station and underground valve pit. Starting at Eshel Hanasi station and ends at the Gaza strip border. at this stage it is only planning.



17	Afula – Genin • Planning	17	24+18	This project aims to transfer natural gas to the Jenin city. The project Includes a PRMS station and valve pit. The pipelng starting at Afula valve station and ends at the border near Jenin city. Planning only at this stage.
18	OOAT Onshore Section • On construction	10	30	This project connecting Karish and Tannin gas reservoir to the Israeli gas system. The company is monitoring the construction of the offshore section between the offshore valve station and Dor station including the onshore system CVS and PRMS station at Dor.
19	Aruer - Rotem • Planning	37	36	As part of doubling the southern section of the Israeli high pressure gas system, building a 36" pipeline in parallel and along the existing operated 18" pipeline and expanding the 4 valve station in the section.
20	Ramat Hovav - Ashalim - Nitzana • Planning	32	36	Project aims to export natural gas to Egypt via Nitzana.
21	Ashdod – Ashkelon • On construction	46	36	Offshore export to Egypt, MS located at Rutenberg 1 station, valve pit at Ashkelon shore, 42 Km of offshore pipeline between Ashkelon and Ashdod and connection to Ashdod receiving station. At Ashdod it is also include expanding the CVS station.
22	Doubling Dor – Hagit • On construction	14	36	As part of doubling the Northern section of the Israeli high pressure gas system, building a 36" pipeline starting at Dor station and continues east along an existing operated 30" pipeline till Hagit valve station which will be expand.
23	Barkan and Ariel Area • Future project	25	Not yet decided	Statutory planning for connecting industrial area of Barkan and Ariel. The system will include both high- and low-pressure systems.
24	Hadera Orot Rabin - Station Conversion to Gas offshore pipeline • Future project	6	24	As part of converting coal IEC Orot Rabin station to use natural gas, this is the offshore pipeline to be connected by hot tapping connection to the 30" offshore pipeline. It will also include a pipeline connection to the PRMS Inside Orot Rabin IEC station

25	Nesher – Sorek • Planning	16	30	As part of doubling the central section of the Israeli high pressure gas system, constructing a 36" pipeline starting at Sorek station and end at Nesher station in parallel to an existing operated 24" pipeline.
	Compressor station			
26	Compressor station			At Ramat Hovav (part of Ramat Hovav - Ashalim - Nitzana pipeline)

ANNEX A2 - CONTACT DETAILS and UNDERTAKING OF CONFIDENTIALITY
TENDER No. INGL/TENDER/2023/09

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(1) – NON-DISCLOSURE AGREEMENT
TENDER No. INGL/TENDER/2023/09

To

Israel Natural Gas Lines Company Ltd.

I/We, the undersigned, _____ [*Full Names of the undersigned*] of _____ [*Name of firm*] (the

"Receiver"), hereby declare in writing as follows:

1. The Receiver acknowledges that all information and documents in any form, including information and documents on magnetic media, (for the purpose of this Clause: the "Information") that is hereby and shall come into its possession from INGL and/or anyone on its behalf during the performance of the Agreement, and any copies or replications of the same, are confidential and may not be divulged, released, published, transferred or made known to unauthorized parties in any manner, during, before or after the Contract's period. An unauthorized party shall be any party that is not a director, officer, employee, agent, or advisor of the Receiver or any of its subsidiaries or affiliates.
2. The Receiver undertakes and shall take the necessary measures to secure such Information which is in its possession in privilege, to comply with INGL's reasonable instructions regarding handling of such Information and return such documents as aforesaid to INGL forthwith with INGL demand.
3. The obligations of confidentiality set out herein shall not apply, or shall cease to apply, to any Information if or when, but only to the extent that, the Receiver proves that such Information:
 - i. Was known to the Receiver prior to the receipt of the Information hereunder, or
 - ii. Was, or becomes, through no breach of the Receiver's obligations hereunder, known to the public; or
 - iii. Becomes known to the Receiver from sources other than INGL under circumstances not involving any breach of any confidentiality obligation; or
 - iv. Is independently developed by the Receiver without recourse to or use of the Information.

It shall not be a breach of the confidentiality obligations hereof for the Receiver to disclose the Information where, but only to the extent that, such disclosure is obliged by Law or applicable legal process, provided in such cases the Receiver shall (i) give in writing the earliest notice practicable to INGL that such disclosure is or may be required and (ii) reasonably cooperate with INGL in protecting the Information which must so be disclosed.

4. The Receiver warrants it was brought to its attention that infringement of its undertakings according to this Non-Disclosure Agreement or any part thereof may cause severe damages to INGL, the public and its safety, in addition to violation of the relevant laws of the State of Israel.

5. The Receiver acknowledges and warrants that its undertakings according to this Non-Disclosure Agreement shall remain in effect with no time limits.
6. This Non-Disclosure Agreement is governed by the Law of the State of Israel. Any unsettled dispute the authorized courts of the city of Tel Aviv - Jaffa shall have the exclusive jurisdiction.

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

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

ANNEX A3 - DECLARATION, WARRANTY AND UNDERTAKING

TENDER No. INGL/TENDER/2023/09

To: Israel Natural Gas Lines Company Ltd., 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. Our Bid shall remain valid and in full force and effect for the time period set forth in the Tender.
2. We have received and diligently reviewed all of the Tender Documents, including the Agreement and all annexes and attachments thereto and consent to all of the terms and conditions set forth therein. We have understood the contents of the Tender Documents in their entirety, and submit our Bid in accordance with the terms and provisions contained therein. We further declare that we agree to all of the provisions in the Tender Documents, are not operating under any misunderstandings concerning all that is set forth in our Bid and/or any of the Tender Documents, and undertake to be bound by all the normative provisions contained therein.
3. We represent and warrant that we have no claims with regard to misunderstandings, confusion or conflict of provisions with regard to any of the provisions of the Tender Documents and/or with regard to the evaluation criteria and procedures for choosing the Approved Consultants, 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.
4. We represent that no actions have been taken against us for bankruptcy or liquidation proceedings, we have not initiated bankruptcy or liquidation proceedings ourselves and have not frozen proceedings, no receivership injunction or liquidation injunction or freezing of proceedings injunction has been issued against us, including temporary injunctions, no receiver or trustee or special director has been appointed, either temporarily or permanently, we have not reached a settlement with creditors and it has not been recommended to us that we reach a settlement with creditors as

aforementioned, and no similar actions have been taken against us and no similar appointments have been made.

5. We hereby irrevocably waive any claim, suit or cause of action arising from or related to any damage or expense incurred as a result of **(i)** failure by the Bidder to be selected as Approved Consultant in the Tender Process or **(ii)** any other action taken by the Company in connection with the Tender Process.
6. We acknowledge that we are aware of the urgency and public importance of the Tender and we accordingly undertake that in any event we shall not undertake any legal action intended to delay, postpone or halt the Tender Process or the execution of any future Project.
7. 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.
8. We warrant that the Bid has not been prepared in collusion with any other Bidder participating in the Tender Process,.
9. We warrant that we are legally entitled to use and transfer all information, know-how, trade secrets, patents and/or other intellectual property contained in the Bid.
10. We acknowledge and agree that our signatures on the Bid, the Agreement and any other of the Tender Documents shall fully bind us with regard thereto.

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 A4 - LEGAL OPINION – Power Of Attorney
TENDER No. INGL/TENDER/2023/09

To Israel Natural Gas Lines Company Ltd.

Atidim Tower, floor 32

Tel-Aviv, Israel

In accordance with the requirements of Tender no. **INGL/TENDER/2022/09**, 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 and on any other of the documents signed by the Bidder, as submitted with the Bid, have been executed according to all applicable laws and regulations and according to the incorporation documents of the Bidder and are binding on the Bidder, and that there is no need for any further legal proceeding in order to give legal force to any of the undertakings made by them.

Signature

Date

ANNEX A5 - AFFIDAVIT REGARDING NON-PAYMENT OF "BROKERAGE FEES" AND NON-EMPLOYMENT OF COMPANY CONSULTANTS

TENDER No. INGL/TENDER/2023/09

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*] and within our Bid for Tender No. **INGL/TENDER/2023/09** (hereinafter: "**the Tender**"):

1. Not to propose and/or give and/or receive, either directly and/or indirectly, any benefit and/or money and/or anything of value with the objective of influencing directly or indirectly the decision and/or act and/or omission of Israel Natural Gas Lines Ltd (hereinafter: "**the Company**") or a position holder in the Company and/or an employee of the Company and/or a representative thereof and/or any other entity, with respect to the Tender and/or for any contract derived from it.
2. Not to lobby and/or cooperate, either directly or indirectly, with any functionary of the Company and/or employee of the Company and/or its representative and/or any other entity in order to receive confidential/secret information regarding the Tender and/or any contract/request derived from it.
3. Not to lobby and/or cooperate, directly or indirectly, with a functionary of the Company and/or employee of the Company and/or its representative and/or any other entity with the objective of determining prices in an artificial and/or non-competitive manner.
4. We have not acted against the aforementioned in Clauses 1 - 3 within the Tender process and/or any contract derived from it.
5. We have not communicated with and not been assisted directly or indirectly, by any of the consultants of the Company as detailed in the Tender for the objectives of the Tender.
6. In the event that there shall be a reasonable suspicion that we have acted in contradiction to the above, we are aware that the Company reserves the right, pursuant to its sole discretion, not to include us in the Tender process for which there is suspicion that such an act has occurred and/or not to accept our Bid in the Tender and/or to cancel at any time whatsoever the contract derived from the Tender.
7. We shall bring the contents of this Annex to the knowledge of our employees, our sub-Consultants, our representatives, our agents and anyone on our behalf who are involved in any way whatsoever in the Tender and/or the Agreement 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 A6 - NO CONFLICT OF INTERESTS, NO PERSONAL AFFINITY AND ETHICAL CODE
COMPLIANCE DECLARATION AND UNDERTAKING**

To:

Israel Natural Gas Lines Ltd. (the “**Company**”)

Atidim Tower, Kiryat Atidim,

Tel-Aviv 6158101, Israel

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

Name of the Agreement (hereinafter the “ Contract ”)	
Name of the Supplier/Consultant/Advisor (hereinafter the “ Supplier ”)	

We the undersigned:

Full Name	ID/Passport No.	Title

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

1. We are authorized to make this declaration and undertaking on behalf of the Supplier.
2. **No Conflict of Interests**
 - 2.1 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.
 - 2.2 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, sub-Consultants and representatives will refrain from any activity or association that might involve such a conflict of interest, directly or indirectly.
 - 2.3 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.
- 2.4 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 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.
- 2.5 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.
- 2.6 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/or any purchase order derived from it.
- 2.7 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.

3. **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.).

If relevant - 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 Consultant.

4. **Ethical code**

We hereby declare that we have read and understood the Company's Code of Ethics for Consultants and suppliers on the Company's website at: www.ingl.co.il, and we confirm that anyone acting on the Supplier's behalf for the purpose of executing the Works, including our employees and sub-Consultants, will act in accordance to the Company's Code of Ethics.

5. **General**

5.1 We hereby undertake to fulfil all the statements and undertaking as stated above on behalf of our employees, our sub-Consultants, 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.

5.2 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.

- 5.3 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.
- 5.4 We hereby undertake to provide an updated declaration and undertaking at any time as required by the Company.
- 5.5 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's authorized representative	Signature & Stamp	
	By: Position: Date:		
	By: Position: Date:		

Signature Authentication

I, the undersigned, Advocate _____ License Number _____ hereby confirms that on _____ appeared before me at my office on _____ Mr. / Mrs. _____ who identified himself / herself through ID no. No. _____ / known to me personally, and after warning him/her that he/she must declare the truth and that he/she will be subject to the penalties provided by law if he/she does not do so, he/she confirmed the correctness of his/her above declaration and signed what about me.

Signature

Date

ANNEX A7(1) -THRESHOLD REQUIREMENTS – BIDDER'S PROFESSIONAL EXPERIENCE LIST

TENDER No. INGL/TENDER/2023/09

(Please fill and sign as required below)

	Project 1	Project 2	Project 3
Name of Client			
Client is a Natural Gas transmission system operator or Natural Gas producer?	Yes / No	Yes / No	Yes / No
The services provided in the Project (design and overall construction support services)			
Who provided the Services? (Bidder/Affiliate/Acquired corporation)			
Project Location and outlines			
Offshore Project?	Yes / No	Yes / No	Yes / No
Start Date (as of 1.1.2014)			
Completion Date			
Pipeline diameter:			
Successive length of pipeline (in KM)			

- The information shall refer at least to the quantity of projects requested in the Threshold Requirement as a minimum.

The Bidder holds at least fifteen (15) years' experience in providing engineering, design, supervision, and consultancy services in the design, construction, and operation of high-pressure Natural Gas transmission systems.	Yes / No
The Bidder employs at least 100 employees of which at least 50 engineers.	Yes / No
The Bidder is an engineering company, which headquarters are located in a current High-Income OECD Country.	Yes / No

Bidder's Confirmation

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

By: _____ Title: _____ Signature & Stamp: : _____ Date: _____

By: _____ Title: _____ Signature & Stamp: : _____ Date: _____

ANNEX A7(2) - EVALUATION REQUIREMENTS – BIDDER'S PROFESSIONAL EXPERIENCE LIST

TENDER No. INGL/TENDER/2023/09

(Please fill and sign as required below)

	Project 1	Project 2	Project 3	Project 4	Project 5
Name of Client					
Project Location and outlines					
Outlines of the Services provided by the Bidder/Affiliate/Acquired corporation					
Start Date (as of 1.1.2008)					
Completion Date (activated and gassed-up)					
Designed in accordance with NEN 3650 Dutch code?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Successive length of pipeline (in KM)					
Working pressure is more than 40 Bar?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Pipeline diameter was more than 36"?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No

- The information shall refer to all the projects Bidder would like to be valued and **up to 10 Projects** (this form can be duplicated).

Offshore Projects Description		
	Project 1	Project 2
Name of Client		
Project Location and outlines		
Outlines of the Services provided by the Bidder/Affiliate/Acquired corporation		
Successive length of pipeline (in KM)		
Pipeline diameter was more than 18"?	Yes / No	Yes / No
Designed in accordance with DNV F101 code?	Yes / No	Yes / No
Project included sub-sea Plem (pipeline & manifold) and structures?	Yes / No	Yes / No

Bidder's Confirmation

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

By: _____ Title: _____ Signature & Stamp: : _____ Date: _____

By: _____ Title: _____ Signature & Stamp: : _____ Date: _____

ANNEX A8(1) – THRESHOLD REQUIREMENTS – SENIOR CONSULTANT

TENDER No. INGL/TENDER/2023/09

(Please fill and sign as required below)

General Information			
1	Full Name:	Nationality:	
2	Years of Experience as Engineer	Total Years: _____	Start year: _____
Qualifications <i>(detailed Certificates attached)</i>			
3	<input type="checkbox"/> Mechanical Engineer <input type="checkbox"/> Civil Engineer <input type="checkbox"/> Process Engineer	Field: _____ Certification from: _____	
Professional Experience			
4	<input type="checkbox"/> I hereby confirm that I hold at least 15 years of accumulated work experience in design and design review and approval of high-pressure (at least 40 bar) Natural Gas transmission systems projects, which included pipelines, stations and PRMSs and which were constructed in accordance with European standards and/or NEN 3650 Dutch code. Detailed CV be attached.		
5	Fluent in the English language Yes / No	<input type="checkbox"/> Bidder/Affiliate/Acquired corporation's employee. <input type="checkbox"/> Freelance	

Senior Consultant Confirmation	Signature	Date
---------------------------------------	-----------	------

Bidder's Confirmation

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

By: _____ Title: _____ Signature & Stamp: _____ Date: _____

By: _____ Title: _____ Signature & Stamp: : _____ Date: _____

ANNEX A8(2) – EVALUATION REQUIREMENTS – SENIOR CONSULTANT

TENDER No. INGL/TENDER/2023/09

(Please fill and sign as required below)

		Project 1	Project 2	Project 3	Project 4	Project 5
Senior Consultant name: _____	Name of Client					
	Project Location and outlines					
	Outlines of the Services provided					
	Start Date (as of 1.1.2008)					
	Completion Date (activated and gassed-up)					
	Designed in accordance with European standards or NEN 3650 Dutch code?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Successive length of pipeline (in KM)					
	Working pressure is more than 40 Bar?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Pipeline diameter was more than 36"?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No

- The information shall refer to all the projects Bidder would like to be valued and **up to 8 Project** (this form can be copied).

Senior Consultant Confirmation	Signature	Date
---------------------------------------	-----------	------

Bidder's Confirmation

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

By: _____ Title: _____ Signature & Stamp: : _____ Date: _____

By: _____ Title: _____ Signature & Stamp: : _____ Date: _____

ANNEX A9(1) - THRESHOLD REQUIREMENTS – CONSTRUCTION ADVISOR

TENDER No. INGL/TENDER/2023/09

(Please fill and sign as required below)

General Information			
1	Full Name:	Nationality:	
2	Years of Experience as Engineer	Total Years: _____	Start year: _____
Qualifications (<i>detailed Certificates attached</i>)			
3	<input type="checkbox"/> Mechanical Engineer <input type="checkbox"/> Civil Engineer <input type="checkbox"/> Process Engineer	Field: _____ Certification from: _____	
Professional Experience			
4	<input type="checkbox"/> I hereby confirm that I hold at least 12 years of accumulated professional experience in providing overall construction support services in the construction of high-pressure (at least 40 bar) Natural Gas transmission systems projects, which were designed in accordance with European standards and/or NEN 3650 Dutch code. Detailed CV be attached		
5	Fluent in the English language Yes / No	<input type="checkbox"/> Bidder/Affiliate/Acquired corporation's employee <input type="checkbox"/> Freelance	

Construction Advisor Confirmation	Signature	Date
------------------------------------------	-----------	------

Bidder's Confirmation

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

By: _____ Title: _____ Signature & Stamp: _____ Date: _____

By: _____ Title: _____ Signature & Stamp: : _____ Date: _____

ANNEX A9(2) - EVALUATION REQUIREMENTS - CONSTRUCTION ADVISOR

TENDER No. INGL/TENDER/2023/09

(Please fill and sign as required below)

		Project 1	Project 2	Project 3	Project 4	Project 5
Construction Advisor name: _____ _____	Name of Client					
	Project Location and outlines					
	Outlines of the Services provided					
	Start Date (as of 1.1.2008)					
	Completion Date (activated and gassed-up)					
	Designed in accordance with NEN 3650 Dutch code?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Successive length of pipeline (in KM)					
	Working pressure is more than 40 Bar?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Pipeline diameter was more than 36"?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No

- The information shall refer to all the projects Bidder would like to be valued and **up to 8 Project** (this form can be copied).

Construction Manager Confirmation	Signature	Date
------------------------------------------	-----------	------

Bidder's Confirmation

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

By: _____ Title: _____ Signature & Stamp: _____ Date: _____

By: _____ Title: _____ Signature & Stamp: _____ Date: _____

ANNEX A10(1) - THRESHOLD REQUIREMENTS – OPERATION AND MAINTANANCE CONSULTANT

TENDER No. INGL/TENDER/2023/09

(Please fill and sign as required below)

General Information			
1	Full Name:	Nationality:	
2	Years of Experience as Project Manager	Total Years: _____	Start year: _____
Qualifications (<i>detailed Certificates attached</i>)			
3	<input type="checkbox"/> Mechanical Engineer <input type="checkbox"/> Civil Engineer <input type="checkbox"/> Process Engineer	Field: _____ Certification from: _____	
Experience			
4	<input type="checkbox"/> I hereby confirm that I hold at least 12 years of accumulated professional experience in consulting the operation and maintenance of high-pressure (at least 40 bar) natural gas transmission/distribution systems located in European countries, which were designed in accordance with European standards and/or the NEN 3650 Dutch code. Detailed CV be attached.		
5	Fluent in the English language Yes / No	<input type="checkbox"/> Bidder/Affiliate/Acquired corporation's employee. <input type="checkbox"/> Freelance	

Operation and Maintenance Consultant Confirmation	Signature	Date
----------------------------------------------------------	-----------	------

Bidder's Confirmation

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

By: _____ Title: _____ Signature & Stamp: _____ Date: _____

By: _____ Title: _____ Signature & Stamp: : _____ Date: _____

ANNEX A10(2) - EVALUATION REQUIREMENTS - OPERATION AND MAINTANANCE CONSULTANT

TENDER No. INGL/TENDER/2023/09

(Please fill and sign as required below)

		System 1	System 2	System 3	System 4	System 5
Operation and Maintenance Consultant name: <hr style="width: 100%;"/>	Name of Client (TSO)					
	System Location and outlines					
	Working pressure is more than 40 Bar?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	System designed and constructed in accordance European standards and/or NEN 3650 Dutch code	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Operation and Maintenance Consultant role					
	Services included Inline Inspection (Pigging) and/or Hot Tapping activities?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No

Examples of Bidder's prior work demonstrating operational procedures/venting procedures/gassing-up procedures for Natural Gas transmission systems – attached.

- The information shall refer to all the projects Bidder would like to be valued and **up to 8 Project** (this form can be copied).

Operation and Maintenance Consultant Confirmation	Signature	Date
----------------------------------------------------------	-----------	------

Bidder's Confirmation

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

By: _____ Title: _____ Signature & Stamp: : _____ Date: _____

By: _____ Title: _____ Signature & Stamp: : _____ Date: _____

ANNEX A11 - BIDDER'S FINANCIAL STRENGTH

TENDER No. INGL/TENDER/2023/09

We, the undersigned, being the independent certified public accountants of _____ *[insert Bidder's name]*, (the "**Bidder**") hereby confirm as follows:

[check the relevant box/es]

- The Bidder's **last** audited financial statements was for the year 2021.
- The Bidder's does not have audited financial statements for the year 2021. The Bidders **last** audited financial statements was for the year _____.

1. The Bidder's **last** audited financial statements **does not** include a "Going Concern" notice.
2. The following amounts are as presented in the audited financial statements of the Bidder:

	2018	2019	2020	2021
Turnover				
Cash flow				
Equity	Not relevant	Not relevant	Not relevant	
The abovementioned amounts currency is: <input type="checkbox"/> NIS or <input type="checkbox"/> EURO <i>[please check the relevant]</i>				

Annual "**Weighted Average**" turnover over the course of 2018 – 2021 – _____.
 * Please insert amount and currency (NIS or EURO)

Annual "**Weighted Average**" cash flow over the course of 2018 – 2021 – _____.
 * Please insert amount and currency (NIS or EURO)

The "**Weighted Average**" is calculated as follows:
 $(2018*23 + 2019*23 + 2020*23 + 2021*31) / 100$

We, the undersigned, being the independent certified public accountants of the **Bidder** 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 the Bidder which we have audited.

Full Name: _____ Title: _____ Date: _____ Signature: _____

ANNEX A12 – PARENT COMPANY GUARANTEE

TENDER No. INGL/TENDER/2023/09

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 **INGL/TENDER/2023/09**.

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

1. In the event that the Bidder shall be selected under the Tender as the Consultant, we shall guarantee the performance of all of the Bidder’s obligations pursuant to the Tender and the Agreement; and
2. We undertake that if the Bidder fails to perform any of its obligations under the Agreement or shall commit any breach of or fail to fulfil any warranty or indemnity set out in the Agreement, then we shall perform and fulfil in the place of the Bidder each obligation, warranty, or indemnity in respect of which the Bidder has defaulted; and
3. Nothing in this guarantee shall create any greater obligations or liabilities upon us than the obligations or liabilities that the Bidder assumes under the Agreement.

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

Name of company: _____
Name: _____
Title: _____
Date: _____

ANNEX A13 – PARENT COMPANY LEGAL OPINION – Power of Attorney

TENDER No. INGL/TENDER/2023/09

For Parent Company of the Bidder:

In accordance with the requirements of Tender no. **INGL/TENDER/2023/09**, I, the undersigned, Advocate _____ License No. _____ of _____, hereby affirm that the signatures of _____ *[Insert 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 _____ *[Insert Bidder's name]* and that the signatures of the Parent Company on the on the Declaration, Warranty and Undertaking, and on any other of the documents signed by the Parent Company, as submitted with 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 the Parent Company, and that there is no need for any further legal proceeding in order to give legal force to any of the undertakings made by the Parent Company.

Signature

Date

ANNEX A14 - FORM OF COMMERCIAL PROPOSAL

TENDER No. INGL/TENDER/2023/09

(E-MAIL 2)

1. General

The Tender Price presented in this document shall be the Fee under the Contract.

2. Lump Sum

The term lump sum in the Tender Documents includes the full and final compensation for fulfilment of all of the Bidder's obligations under the Contract including all costs and expenses of any nature in respect to all the Services and works to be provided by the Bidder according to the Tender Documents, but not limited to: site visits, supervision and inspection, manpower, approvals, licenses, visa, coordination, Flights, accommodation, per Diem reimbursable, cars, gas & transfers, insurances, overhead costs, etc., down time waiver and all the Bidder's obligations under the Tender documents. The lump sum **shall not include only – the VAT** imposed by the Israeli Law.

3. Tender Price (in Euro)

The Company shall pay the Consultant the following amount according to the relevant Service awarded to the Consultant by the Company on per each Key personnel/Personnel:

Table 1. Key Personnel - Onshore						
Item	Estimated Quantity <i>(For tender evaluation Purposes only)</i>	Unit	Maximum price <i>(Euro)</i>	Number of team members	Rate in Euro <i>(Shall not exceed the Maximum price)</i>	Total Rate (Unit Rate X Quantity) <i>(The figures below are for Tender evaluation purposes only)</i>
Senior Consultant	36	day	1,500	1	_____	_____ (Not to exceed 54,000 Euro)
	360	hour	150	1	_____	_____ (Not to exceed 54,000 Euro)
Construction Advisor	30	day	1,500	1	_____	_____ (Not to exceed 45,000 Euro)
	300	hour	150	1	_____	_____ (Not to exceed 45,000 Euro)
Operation and Maintenance Consultant	75	day	1,500	1	_____	_____ (Not to exceed 112,500 Euro)
	750	hour	150	1	_____	_____ (Not to exceed 112,500 Euro)
Total:						_____ (Not to exceed 423,000 Euro)
<i>(For Tender evaluation purposes table 1 shall weight 85% of the Price Score)</i>						

Table 2. Additional Optional Services						
Item	Estimated Quantity <i>(For tender evaluation Purposes only)</i>	Unit	Maximum price <i>(Euro)</i>	Number of team members	Rate in Euro <i>(Shall not exceed the Maximum price)</i>	Total Rate (Unit Rate X Quantity) <i>(The figures below are for Tender evaluation purposes only)</i>
Onshore Personnel						

Cathodic Protection Engineer (>10 years) Pipeline Welding Engineer (>10 years) Process Engineer (>10 years) Mechanical Engineer (>10 years)	10	hour	140	1	_____	_____ (Not to exceed 1,400 Euro)
Offshore Personnel						
Offshore Engineering manager (>10 years)	1	day	1,600		_____	_____ (Not to exceed 1,600 Euro)
Offshore Project welding Engineer (>10 years) (representative on the vessel)	1	day	1,550		_____	_____ (Not to exceed 1,550 Euro)
Senior Consultant, Project Sponsor & Client Interface (>15 years)	10	hour	190		_____	_____ (Not to exceed 1,900 Euro)
Engineering manager (>10 years)	10	hour	140		_____	_____ (Not to exceed 1,400 Euro)
Pipeline & landfall Lead Engineer (>10 years)	10	hour	140		_____	_____ (Not to exceed 1,400 Euro)
Survey & Positioning Consultant (>10 years)	10	hour	110		_____	_____ (Not to exceed 1,100 Euro)
Geotechnical Consultant (>10 years)	10	hour	110		_____	_____ (Not to exceed 1,100 Euro)
Specialist External Consultant	-	-	-		Cost + 10%	Not for Summery
Total:						_____ (Not to exceed 11,450 Euro)
<i>(For Tender evaluation purposes table 2 shall weight 15% of the Price Score)</i>						

- Please fill all the required quotes and summarize accordingly. The prices quoted may not exceed the maximum prices above-mentioned.
 - All prices quoted are **without Israeli VAT only** (Israeli VAT shall be paid if applicable according to the Law).
 - No additional consideration shall be paid for "overtime" hours, additional Projects etc., subject to the Contract.
 - The estimated Number of days/hours as described above are for Tender evaluation purposes only and shall not be constituted, in any way, as an obligation of the Company regarding the quantity of hours/days or the period to be provided to the Company as part of the Services, nor will the Company be obligated to retain such Services from the Bidder at all nor it will limit the Company to significantly increase/decrease the number of hours/days actually retained from the Consultant under the rates above.
 - Payment shall be made at the lump sum price (all inclusive) per day/hour, in accordance with the hourly/daily rate basis in the Commercial proposal, regardless of the quantity of tasks/Projects etc., and subject to deductions if any as provided in the Contract.
 - For Services provided by Consultant's Personnel in Israel the daily rates include per each Consultant's Personnel at least 10 working hours per day. No extra consideration will be paid even if the actual working hours exceeds 10 hours. For less than 10 hours the daily rate shall be relatively reduced for each hour or any part thereof.
 - For Services provided by Consultant's Personnel outside Israel, the rate shall be calculated in accordance with the actual working hours of Consultant's Personnel and the applicable hourly rate.
4. We, the undersigned, undertake that if selected as the successful Bidder in the Tender, we shall perform all of our obligations pursuant to the Contract for the price as set forth in this Commercial proposal which are complete and covering all costs and expenses of any nature in respect to all the Services and works to be provided by us.

Bidder:.....

Signature and Stamp

Date:.....