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			Company Representative : Ms. Shosh Yaacoby		
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1. Introduction

1.1. Israel Natural Gas Lines Ltd. ("**INGL**"), a governmental company fully owned by the State of Israel, in charge by law, on the operation, construction and development of the Israeli national high-pressure natural gas transmission system.

1.2. The Company hereby invites Bidders who fully comply with the threshold requirements set forth below, to submit Bids for qualifying to the Company's List of Approved Contractors from which the Company may order the performance of Projects during the Company Option Period.

1.3. Definitions

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

Approved Contractors / List of Approved Contractors – The Bidders that, in accordance with the evaluation process defined in Section 13 below, successfully passed Stages 1 and 2 of the Bid evaluation process and received at least the minimum quality grades for the evaluation criteria set forth in Section 13.2; and any additional contractor that shall be declared by the Company as an Approved Contractor in accordance with its prerogatives under this ITB and under Law.

Authorized Representative - The representative duly empowered by the Bidder in accordance with Section 11.1.8, who will be authorized to operate and bind the Bidder for all required matters.

Bid – A proposal submitted by a Bidder, comprised of Envelopes 1 and 2 as detailed in Section 10.

Bidder An entity or a joint venture which submits a Bid in this Tender.

Company - Israel Natural Gas Lines Company Ltd. (INGL).

Company Option -	The right of the Company, at any time during the Company Option Period, to enter into an agreement with any of the Bidders that shall be included in the Approved List of Contractors for the performance of a Project, all in accordance with the terms of Section 3 hereof.
Company Option Period -	The period of 5 years commencing on the date the Company shall announce the Bidders to be included in the List of Approved Contractors, in which the Company may exercise the Company Option.
Control -	The holding, directly or indirectly, of more than fifty percent (50%) of the voting power in an entity or the power to appoint more than fifty percent (50%) of the directors in an entity.
Deviation –	Any unauthorized change, omission, reservation, condition and/or addition made by a Bidder to the Tender Documents, in any way, manner and/or scope.
Foreign Member –	The foreign legal entity that is one of the two entities comprising a JV Bidder (as defined in Section 4.1).
General Conditions / GC -	The General Conditions (Document B) to be entered into between the Company and an Approved Contractor, under which future Projects shall be ordered.
Goods –	The materials and equipment to be supplied by the Bidder in accordance with a Contract entered with the Company.
Installation Option-	The right of the Company, at its sole discretion, to order the installation of a PRMS from the Bidder that was awarded the performance of the PRMS (all in accordance with the terms of Section 3.10).
Israeli Member -	The Israeli legal entity that is one of the two entities comprising a JV Bidder (as defined in Section 4.1).

Last Submission Date -	The final date for submitting the bids into this Tender as provided in Clause 7.
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 and all rules, applicable standards and administrative orders in effect in the State of Israel, including, without limitation, the Natural Gas Market Law, the Gas Law (Safety and Licensing) – 1989, the Gas Order (Safety and Licensing)(Facilities for Transporting Natural Gas) – 1997, the Building and Planning Regulations (Licensing Natural Gas Facilities) – 2003, the Hazardous Substances Law, 1993 and the License for the Construction and Operation of Transmission System in the form granted to the Company, and all as may be amended and updated from time to time.
Member –	Each of the two entities comprising a JV Bidder (as defined in Section 4.1).
PRMS –	Shall mean Pressure Reduction and Metering Station and all equipment and materials ancillary to and incorporated therein, as further specified in the Technical Volumes.
Project -	Shall mean the detailed design, supply, supervision of installation (or installation if determined by the Company at its sole discretion pursuant to its Installation Option) and commissioning of a PRMS for the natural gas transmission system in Israel, as defined more specifically in the Technical Volumes, and the provision of other related services, all as set forth in the Contract.
Quotation -	A proposal submitted by a Bidder that is included in the Approved List of Contractors in response to an invitation received from the Company during the Company Option Period inviting such Bidder by way of request for quotation or by any other method to be determined by the Company at its sole discretion, to submit a proposal for a Project.

Request for Quotations / RFQ -	An invitation of the Company to any or all the Approved Contractors to submit a Quotation for one or more Projects during the Company Option Period.
Technical Volumes-	The Specifications, together with all its annexes as per Annex C of the Agreement.
Tender –	This tender.
Tender Documents-	The documents in accordance with which the Bidder is required to submit its Bid including these Instructions to Bidders and all annexes and attachments attached hereto.
Tender Process –	The process commencing with the issuance of these Instructions to Bidders and ending with the execution of a Contract.
Works –	Means all works and services to be performed in connection with a Project by an Approved Contractor that was awarded the performance of the Project.

1.3.2. In the Tender Documents, unless the context requires otherwise:

- 1.3.2.1. Headings are for convenience only and do not affect interpretation.
- 1.3.2.2. Words in the singular include the plural and vice versa.
- 1.3.2.3. A reference to “includes” or “including” means “includes, without limitation” or “including, without limitation”, respectively.
- 1.3.2.4. A reference to a right or determination, to be made or act, decide or not, by the Company, means, the sole and absolute discretion of the Company.

1.4. General Information

Document Title: Instructions to Bidders - PRMS Tender

Document No.: 466199

Revision: 1 Date : 21.12.2023

1.4.1. The Company's Role in the Israeli Energy Sector

- 1.4.1.1. 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 oversees the construction and development of the national high-pressure natural gas transmission system.
- 1.4.1.2. The Company is also in charge of the operation of the System, including the transmission of natural gas from natural gas suppliers to consumers.
- 1.4.1.3. As of June 2018, parts of the Company's bonds are traded in the Israeli stock exchange.
- 1.4.1.4. The Company's development plan for the coming years includes, inter alia, the construction of new pipeline sections of the System, the doubling of existing sections (including block valve stations and PRMSs) and connecting the System to governmental and private power plants, industrial zones, plants and privately owned low-pressure natural gas distribution systems.
- 1.4.1.5. The construction and operation of the System are under the regulation and supervision of the Israeli Natural Gas Authority that has the right to always inspect and overlook all aspects of the System, and the Bidder undertakes to comply with its instructions as further described in Section 5 below.

1.4.2. The System

- 1.4.2.1. 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.

- 1.4.2.2. 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 **60** PRMSs and LNG buoy.
- 1.4.2.3. 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.
- 1.4.2.4. 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.
- 1.4.2.5. More about the Company and its activities can be viewed at its website: **www.ingl.co.il**.
- 1.4.2.6. The execution of a Project 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. The Bidders and Approved Contractors shall have no claim regarding the above.
- 1.4.2.7. The Company had purchased over the last 10 years approximately 60 PRMSs and it is estimated that it will purchase approximately 10 additional PRMSs over the Company Option Period. It is clarified this is estimation and not an undertaking of the Company and that the Company shall be under no obligation to order any amount of PRMSs over the Company Option Period.

2. The Qualification Process in this Tender

- 2.1. The evaluation process of the Tender will be composed of two stages as follows:
- 2.1.1. 1st Stage – Threshold Requirements - The first stage of the Tender is the preliminary qualification stage containing the Threshold Requirements set forth in Section 11.1 that a Bidder must meet. A Bidder that falls short of meeting any one of these Threshold Requirements will not progress to the next stages of the Tender.
- 2.1.2. 2nd Stage – Quality Evaluation - The second stage of the Tender is the Quality Evaluation Criteria Stage. Bidders that comply with the Threshold Requirements shall be further evaluated in accordance with the Quality Evaluation Criteria set forth in Section 13 below. As a threshold for being announced as an Approved Contractor, each Bidder will be required to receive a Minimum Score as provided for in Section 13 below.
- 2.1.3. All the Bidders that qualified the preliminary qualification stage and received the Minimum Score, will be announced by the Company as Approved Contractors and shall comprise the Company's List of Approved Contractors for the Company Option Period.
- 2.1.4. All such Approved Contractors shall enter into the General Conditions with the Company, under which the execution of future Projects shall be performed (subject to the specific provisions of any future RFQ).

3. The List of Approved Contractors and Company's Option

- 3.1. The List of Approved Contractors as determined in accordance with this Tender shall be valid for 5 years commencing on the date the Company's notification to the Approved Contractors.
- 3.2. At any time during the Company Option Period the Company may (but in no way is obligated to) approach any or all the Approved Contractors invite them by way of Request for Quotation or by any other method to be determined by

the Company at its sole discretion, to perform a Project. The Request for Quotation or any other method used may include conditions and requirements including, inter-alia, a restriction on the maximum Bid price.

- 3.3. For the purpose of such procedure the Company may decide (at its sole discretion) that for any given Project the Bid evaluation process will be conducted: (i) solely on the basis of the prices to be quoted by the Bidders; or (ii) in accordance with the prices to be quoted by the Bidders and the grading of the Bids under the Bid Evaluation Process set herein; or (iii) in accordance with any other evaluation procedure it shall decide upon and based on any data it shall deem relevant.
- 3.4. Without derogating of the above, the Company may decide to update the grading of the Bidders, based upon updated information and documents to be provided by the Bidders and/or it's up to date experience with the Bidders.
- 3.5. It is the Company's decision at its sole discretion whether to apply any of the options above or none. Any such decision will not obligate the Company in any way to implement same or other option in future exercises of Company Options for other Projects.
- 3.6. If none of the Approved Contractors provides a Quotation that meets the Company's requirements in the Request for Quotation, the Company may at its sole discretion approach any of the Approved Contractors and/or any third party with the same Request for Quotation or initiate a new tender process or award the Project to any entity it sees fit applying an exemption from tender process.
- 3.7. The Company shall not be obligated to enter into a tendering process as described in this Section 3.2 above, and may decide, at its sole discretion, whether to exercise the Company Option or issue a new tender or award any Project or any part thereof to any entity it sees fit, *inter alia* by applying an exemption from tender process under the Mandatory Tender Law, 1992, even prior to the termination of the Company Option Period.
- 3.8. Without derogating of the above, should an Approved Contractor cease to comply with any of the Threshold Requirements of this Tender (as specified in Section 10 below) at any time during the Company Option Period or should an Approved Contractor not comply with any of its obligations towards the

Company to the full satisfaction of the Company, the Company may remove it from its list of Approved Contractors.

3.9. The Company may, at any time during the Company Option Period, add to the List of Approved Contractors additional contractors that comply with the Threshold Requirements of this Tender (as specified in Section 10 below).

3.10. Installation Option

3.10.1. The Company, at its sole discretion, may order the installation a PRMS from the Bidder that was awarded the supply of the PRMS (the "**Installation Option**"). The Installation Option may be exercised regarding any or all of the Projects.

3.10.2. The Company, at its sole discretion, may decide not to exercise the Installation Option regarding any or all PRMSs and order the installation from any third party as it sees fit.

3.10.3. The terms of the Installation Option are set forth in the General Conditions and the Technical Volumes.

4. Structure of a Bidder and Eligibility For Participation in the Tender

4.1. To participate in the Tender Process, a Bidder must be:

4.1.1. A joint venture composed of one Foreign Member whose share in the joint venture (both in capital and in Control) shall be no less than 50% and one Israeli Member (a "**JV Bidder**"); or

4.1.2. A foreign entity duly incorporated and validly existing under the laws of the jurisdiction in which it was incorporated.

4.2. The members of a JV Bidder may establish the joint venture as a sole purpose company (SPC) duly registered in Israel (the "**SPC**"). In such case: (a) the process of selecting the Bidder as an Approved Contractor will be performed with regard to the Members themselves (as if the SPC was not established); (b) the SPC will sign the Tender Documents and Contract (together with the

Members); and (c) the SPC will be liable (jointly and severally with the Members) for all of the Bidder's obligations pursuant to the Tender Documents and the Contract.

A Member in a JV Bidder shall not participate in more than one JV Bidder and may not submit an additional separate Bid on his own.

- 4.3. No Bidder nor any Member of a JV Bidder may be (at the time the Bid is submitted or at any time thereafter) in any way affiliated with a firm or entity that has provided consulting services to the Company in the preparatory stages leading up to this Tender Process or which is engaged in providing consultation or supervisory services to the Company or which is in conflict of interest with the Company in any other manner whatsoever. Should such affiliation occur at any time after the submission of the Bid, the Bidder shall give the Company immediate written notice. For the avoidance of doubt, a Bidder or Member performing works for the Company like the ones described herein shall not be deemed to be in a conflict of interest with the Company. Notwithstanding the above, the Company may decide at its sole discretion to permit the participation of such Bidder in the Tender Process, if the conflict of interests of such Bidder and the Company (at the Company's judgment) is not material to this Tender.
- 4.4. Each Bidder shall submit a Declaration, Warranty and Undertaking in the form set out in **Annex 2** and a Legal Opinion in the form set out in **Annex 3** attached hereto. In case of a JV Bidder, each of these documents shall be submitted by each of the two Members (and the SPC if established).
- 4.5. The Bidder shall authorize a representative to act on its behalf, and receive instructions for and on its behalf, according to the terms and provisions of the power of attorney attached hereto as **Annex 4**. In case of a JV Bidder, such authorization shall be signed jointly by both Members (and the SPC, if established), without prejudice to the joint and several liability of each Member.
- 4.6. For the purposes of compliance with the criteria set forth in Sections 10.1.2 or 10.2.1 or any part thereof, a Bidder and a Member may rely upon: (i) a direct or indirect parent company exercising Control over such Bidder or Member; or (ii) one or more related companies exercising direct or indirect Control over such Bidder or Member, provided that reliance on more than one company for the purposes hereof, for different periods, is due to a reorganisation of the

related companies, following a merger, consolidation, etc. (the “**Parent Company**”).

If such reliance is required, the Bidder shall also provide (in Envelope 1 of the Bid): (i)

A Parent Company Guarantee attached hereto as **Annex 5**; (ii) The Signatory Rights confirmation on behalf of Parent Company in the form set forth in **Annex 3**; (iii) An organization chart of the Bidder, including of its Parent company. The chart shall refer to the holding and control in the Bidder.

- 4.7. In case of a JV Bidder, each of the Members of the JV Bidder (as well as the SPC if established) shall be responsible, jointly and severally, for all obligations undertaken pursuant to this Tender Process and, if awarded the Contract, the performance of such Contract.

5. Complying With Authorities Requirements

5.1. Any Project execution is under the regulation and supervision of the Israeli Natural Gas Authority, in accordance with the Israeli Natural Gas Market Law, 2002 (the “**Natural Gas Law**”). Pursuant to the Natural Gas Law, the Natural Gas Authority (the “**NGA**”) has the right to always inspect and overlook all the aspects of the Projects.

5.2. A Bidder that is announced as an Approved Contractor shall be abided by all directives of the competent authorities of the State of Israel, including directives regarding security clearance, where applicable for the implementation of the Projects.

5.3. Without derogating an Approved Contractor under Tender Documents for any Project that shall be awarded to it under this Tender the Approved Contractor is obligated and undertakes to:

5.3.1. Submit an Engineering Plan to the Company for the approval of the NGA. It is the Approved Contractor's sole responsibility to amend and/or change and/or resubmit the Engineering Plan as required by the NGA in order for the Engineering Plan to be approved. All Engineering Plans shall be in accordance with the Technical Volumes, specification no. IEN-ESP-RQU-0001 section 6.3 and attachment B.

For the removal of doubt, the Company shall not bear any additional cost for this item.

- 5.3.2. Prepare and submit Station Books to the Company for the approval of the NGA. It is the Approved Contractor's sole responsibility to amend and/or change and/or resubmit the Engineering Plan as required by the NGA in order for the Engineering Plan to be approved. All Engineering Plans shall be in accordance with the Technical Volumes, specification no. ENG-X81-DOC-0003. For the removal of doubt, the Company shall not bear any additional cost for this item.
- 5.3.3. Sign, as the PRMS designer (not including civil design) by a certified gas engineer and/or by an authorized Israeli engineer or by any other qualified personnel as required by the relevant authority, on the building permit applications and all other necessary documents as required by all laws and regulations for receiving building permits and for receiving completion certificate ("**Teudat Gmar**"). All in accordance with the technical volume, specification no. IEN-ESP-RQU-0001 section 6.3. For the removal of doubt, the Company shall not bear any additional cost for this item.

6. Costs of Tender

- 6.1. The Bidder shall bear all costs and expenses associated with the preparation and submission of its Bid and the Company will not be responsible or liable for such costs.
- 6.2. In the event of the cancellation of this Tender for whatever reason (including cancellation by the Company for reasons related solely to the Company) and/or in the event of the amendment of the Tender Documents and/or in the event of the rejection of the Bids for whatever reason, Bidders will not be entitled to any refund of expenses or any other compensation or payment of any nature with respect to such cancellation, amendment or rejection, as the case may be.

7. Time Schedule of the Tender

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

Description	Deadline
Last date for submission of questions regarding the Tender Documents	February 10th, 2024 (Israel time).
Last date for submission of Bids (" Last Submission Date ")	Bids shall be submitted starting on March 17th, 2024 , between 09:00 – 17:00, until no later than March 20th, 2024 at 17:00 (Israel time)
Bid valid until	30/9/2024 (including)

- 7.2. The Company may at its sole discretion alter the dates and deadlines set forth in this section or anywhere else in the Tender Documents.

8. The Tender Documents

8.1. Contact Details and Availability of Documents

- 8.1.1. This Invitation to Submit Bids, the General Conditions (**Document B**) and the Company's Ethical Code for Contractors and Suppliers are available online, free of charge, on the Company's website (www.ingl.co.il). All other Tender Documents shall be available, free of charge, after and upon registration with the Tender Coordinator (Ms. Shosh Yaacoby; e-mail: yaacoby@ingl.co.il) and providing her with the Bidder's contact details as provided below.
- 8.1.2. Potential Bidders are requested to send via e-mail to the Tender Coordinator, by no later than the last date for submission of questions regarding the Tender Documents as provided for in Section 7 above, 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 1**.

- 8.1.3. After providing the contact details, Bidders shall be provided with a link that shall enable them to download all Tender Documents free of charge.
- 8.1.4. Until the Last Submission Date, Bidders are required to enter the Company's website (www.ingl.co.il) daily and check for any updates (such as clarifications and postponements) published by the Company.

8.2. Conflicts between Tender Documents

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. 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.

8.3. Information Provided in the Tender Documents

The Company and anyone acting on its behalf shall bear no responsibility whatsoever for any loss, damage or injury suffered by Bidders, Members, their employees, officers, agents or any other persons for whom Bidders may be contractually or legally responsible by reason of any use of information contained in the Tender Documents or for any action or forbearance in reliance thereon.

8.4. Acknowledgments of the Bidder

- 8.4.1. The Bidder declares that it has been presented with the Company's Ethical Code for Contractors and Suppliers and undertakes to comply with it.
- 8.4.2. The Bidder shall examine the Tender Documents, including all instructions, forms, terms, specifications, and drawings contained therein. Failure to furnish the information required by the Tender Documents or submission of a Bid not responsive to the Tender Documents in every respect may result in the rejection of the Bid.

- 8.4.3. The Bidder acknowledges that in the event that it determines that the Tender Documents are not detailed enough or are in any way inadequate, it is required to so notify the Company by means of issuing a request for clarification to the Company in accordance with Section 8.5. The Bidder further acknowledges that the submission of its Bid shall constitute a waiver of any and all potential claims against the Company with respect to expenses that it incurred, or damages caused to it as a result of the drafting of the Tender Documents by the Company.
- 8.4.4. The Bidder shall be deemed to have conducted the necessary analysis and evaluation to ascertain the correctness and sufficiency of its Bid for the completion of the Works prior to submission thereof.

8.5. Clarification and amendments of Tender Documents

- 8.5.1. Bidders requiring any further information or clarification of the Tender Documents may request clarifications of the Tender Documents from the Company, in writing until the last date for submission of questions provided in Section 7 above, via e-mail to:

yaacoby@ingl.co.il

Yuvald@sfa.law

- 8.5.2. The request for clarifications shall be made in English only using a Word file submitted in a table in the following manner:

Document Name	Chapter	Clause No.	Clarification Requested

- 8.5.3. The Bidder should specify his Tender reference number, his name, address and telephone contact number, an electronic mail address and an address for the response.

- 8.5.4. The decision to respond to such requests for clarification received will be at the sole discretion of the Company.
- 8.5.5. The Company's responses provided to any requests for clarifications or further information will be provided in writing and shall be made available online on the Company's Website (www.ingl.co.il). No Company response shall be binding unless it is issued by written addenda as part of the Tender Process and published on Company's website. The responsibility to be informed of responses to the requests for clarification lies with the Bidders themselves.
- 8.5.6. All Bidders shall confirm in writing the acceptance of all addenda. All such addenda and all other amendments and clarifications issued in writing by the Company regarding the Tender shall be signed and submitted by the Bidders as part of their Bids shall be an integral part of the Tender Documents (even if were not signed by the Bidders).
- 8.5.7. The Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or a response to any other request, modify the Tender Documents by amendment. Any amendments and clarifications issued by the Company regarding the Tender Documents shall become an integral part of the Tender Documents and be deemed incorporated therein.
- 8.5.8. 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.

8.6. Severability

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

9. Preparation of Bids

9.1. Language of Bids

- 9.1.1. Unless expressly stated otherwise herein, all Bids (including all annexes, maps, drawings, tables, and diagrams) and any supplementary information, question, request for clarification and interpretation, or any other communication, shall be submitted to the Company in the English language only. Authenticated copies of documents submitted pursuant to Section 11.1.6 will be submitted in the original language in which they were registered together with an English translation.
- 9.1.2. The Company may, at its sole discretion, instruct a Bidder that any or all documents translated into English shall be authenticated by a public notary, and all translation expenses shall be borne by the Bidder.
- 9.1.3. Notwithstanding Section 9.1.1 above, financial reports of an Israeli Member, as well as affidavits required to be submitted in accordance with Section 11.1.9, may be submitted in the Hebrew language.

9.2. Compliant Bids

- 9.2.1. Bidders are required to submit Bids that fully comply with the financial, legal and technical requirements contained in the Tender Documents including, without limitation, by way of provision of the documents required in Section 10 hereof ("**Compliant Bids**").
- 9.2.2. 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.
- 9.2.3. Bidders may not deviate from the instructions contained herein or from the financial, legal, and technical requirements contained in the other Tender Documents, unless written consent has been granted by the Company to all those Bidders participating in the Tender

Process at the relevant time. The rights of the Company set forth in Section 18 shall apply to all Deviations.

- 9.2.4. All representations made by the Bidder as part of the Bid will be construed as valid and accurate throughout the Company Option Period. Upon the request of the Company, all Approved Contractors shall submit yearly financial reports and report to the Company any substantial change from the representations submitted in the Bid of such Bidder (or a Member thereof) including (but not limited to) changes in or of subcontractors as described in Section 10.3. The company at its sole discretion may introduce a process in which the Bidders will be required to update and/or confirm details, undertakings and representations provided in the Bid. Such process may also be part of a RFQ for performing a future Project.

10. Threshold Requirements

In order to participate in the Tender process Bidder must meet the following requirements (the "**Threshold Requirements**"):

10.1. Threshold Requirements Applicable to a Single Entity Bidder and to a Foreign Member (in case of a JV Bidder)

A single entity Bidder and a Foreign Member (in case of a JV Bidder) is required to meet the respective threshold requirement listed with respect thereto:

- 10.1.1. Past Projects Experience. The Bidder or Foreign Member (in case of a JV Bidder) as of 2015 until the Last Submission Date has successfully completed the design engineering, production and supply of at least five (5) high pressure (inlet at least 40 barg) gas PRMSs designed under European standards with a minimum capacity of 20,000 Nm³/h each, to companies or other entities all of which are licensed to transmit or distribute natural gas and/or to operate power plants which are 50 MW or more, in current High Income OECD Member countries (as defined by the World Bank).
A list of the current OECD Member countries as defined by the World Bank is attached hereto as **Annex 9**.

- 10.1.2. Financial Information. The Bidder or Foreign Member (in case of a JV Bidder) complies with the following:
- 10.1.2.1. Has an Weighted Average annual turnover of at least 25 million Euro over the course of 2020-2022 according to its audited financial statements; and
 - 10.1.2.2. In case of a single entity Bidder – its equity for the end of 2022 according to its last audited financial statements was no less than 10,000,000 Euro or, in case of a JV Bidder, the Foreign Member's equity for the end of 2022 according to its last audited financial statements was no less than 10,000,000 Euro multiplied by its share in the JV capital; and
 - 10.1.2.3. Over the course of 2020-2022 its Weighted Average yearly cash flow from operations activities according to its audited financial statements was positive or, if negative, less than 25% of its equity for the end of 2022; and
 - 10.1.2.4. Its last audited financial statements do not include a "Going Concern" notice.

Weighted Average shall be calculated as provided for in **Annex 10**.

- 10.1.3. ISO 9001:2000 Certificate. The Bidder or Foreign Member (in case of a JV Bidder) holds ISO 9001:2000 certificate or comparable Certificate in its field of expertise that is relevant to this Tender, valid as of the Last Submission Date, evidencing that it has in place a management system or an applied management system or comparable to such requirements (comparability to be determined by the Company at the Company's sole discretion) that meets or is comparable the ISO 9001:2000 certifications requirements; and
- 10.1.4. In house Production of some Main Components. The Bidder or Foreign Member (in case of a JV Bidder) that it (or a company in its Control) is the producer of at least two of the following PRMS main

components: (i) ball valves; (ii) regulators (PCV) (4" or more); (iii) slam shut valves (3" or more); (iv) meters (ultrasonic/turbine); (v) heat exchangers; (vi) filters (6" or more); (vii) pipe spools.

In this Section components shall be considered as in house production if the following procedures regarding these components are performed under the Bidder's responsibility: process design, material purchasing and control, production, inspections, final approval, documents approval and confirmation, and full reliability for the components.

10.1.5. Integral Engineering Department. The Bidder or Foreign Member (in case of a JV Bidder) has an integral in-house engineering department, capable of performing all design (including mechanical and process engineering), consulting, supervision, and other engineering Works necessary for the execution of the Projects.

10.1.6. Integral Quality Assurance Department. The Bidder or Foreign Member (in case of a JV Bidder) has an integral in-house quality assurance department.

10.2. **Threshold Requirements Applicable to the Israeli Member (in case of a JV Bidder)**

In case of a JV Bidder, the Israeli Member is required to meet the respective threshold requirement listed with respect thereto:

10.2.1. Financial Requirements. The Israeli Member complies with the following:

10.2.1.1. Has an Weighted Average annual turnover of at least 50 million NIS over the course of 2020-2022 according to its audited financial statements; and

10.2.1.2. Its equity for the end of 2022 according to its last audited financial statements was no less than 20,000,000 NIS multiplied by its share in the JV capital; and

10.2.1.3. Over the course of 2020-2022 its Weighted Average yearly cash flow from operations activities according to its audited financial statements was positive or, if negative, less than 25% of its equity for the end of 2022; and

10.2.1.4. Its last audited financial statements do not include a "Going Concern" notice.

Weighted Average shall be calculated as provided for in **Annex 12**.

10.2.2. ISO Certificate. The Israeli Member holds ISO 9001:2000 certificates or comparable Certificate in its field of expertise that is relevant to this Tender, valid as of the Last Submission Date, evidencing that it has in place a management system or an applied management system that meets the ISO 9001:2000 certification requirements.

10.3. **Threshold Requirements Regarding Main Israeli Subcontractors**

The Bidder as offered in its Bid Israeli main subcontractors meeting at least the following requirements.

Please note: In case of a JV Bidder, the Israeli Member may act in lieu of any or all of these main subcontractors, provided that it meets with the applicable threshold requirements specified below for such subcontractors. One entity may act as subcontractor in more than one field.

10.3.1. Subcontractor in the Field of Mechanical Installation. The Bidder entered into a subcontractor agreement with an Israeli contractor for the performance of all mechanical installation Works and the supply of all relevant Goods, which shall enter effect in case that the Bidder is awarded any Project. Such subcontractor meets at least the following requirements:

10.3.1.1. On the Last Submission Date, the subcontractor is registered with the Israeli Registrar of Contractors

pursuant to the Contractors Registration Law, 1969, and classified as at least level 2 in any of the following categories: 170 or 171 or 500 or at least level 3 of category 150; and

10.3.1.2. The subcontractor can provide service and maintenance all over Israel twenty-four (24) hours a day and seven (7) days a week; and

10.3.1.3. Within the last five (5) calendar years the subcontractor has executed and completed at least three (3) projects with the contract value of at least six (6) million NIS (not inclusive of Israeli Value Added Tax) each, in the field of mechanical installations.

10.3.2. Subcontractor in the Field of Control Systems. The Bidder entered into a subcontractor agreement with an Israeli contractor for the performance of all control systems Works and the supply of all relevant Goods, which shall enter effect in case that the Bidder is awarded any Project. Such subcontractor meets at least the following requirements:

10.3.2.1. The subcontractor can provide service and maintenance all over Israel twenty-four (24) hours a day and seven (7) days a week; and

10.3.2.2. The subcontractor has at least five (5) years of experience in the design, programming, application, running, operation, and maintenance of PLC + HMI systems of one of the following configurations: (i) Redundant (unity) 580 MODICON PLC with PULSE HMI system; or (ii) Redundant SIEMENS S7-1500 PLC with Control Maestro HMI system; and

Completed at least three (3) running projects of such configurations; and

- 10.3.2.3. It has an Weighted Average annual turnover of at least two (2) million NIS over the course of 2020-2022 according to its audited financial statements and its last audited financial statements does not include a "Going Concern" notice; and Weighted Average shall be calculated as provided for in **Annex 13(5)**.
- 10.3.2.4. It employs at least two (2) programmers and two (2) control and automation project managers (either as employees or as free-lancer) each with at least five (5) years of experience in the operation of the above systems.

10.4. **General Threshold Requirements**

- 10.4.1. If the Bidder is an Israeli Bidder or an Israeli resident (as defined in the Income Tax Ordinance), it shall hold and submit all the approvals required pursuant to the Public Entities Transactions Law, 1976 and a duly executed affidavit in the form attached as **Annex 8** hereto regarding such law.
- 10.4.2. 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.

11. Documents Comprising the Bid

The Bidder shall submit its Bid in 2 separate envelopes to qualify for the List of Approved Supplier.

11.1. **ENVELOPE 1 – General Requirements and Threshold Requirements**

In Envelope 1 the Bidder shall include the following documents, all of which are required to determine its confirmation with the General Requirements and the Threshold Requirements of this Tender.

- 11.1.1. Cover Letter. A cover letter addressed to the Company, and signed by the Authorized Representative of the Bidder, introducing the Bidder and, if relevant, listing separately each of the Members of the Bidder and the SPC.
- 11.1.2. Orderly numbered table of content of the documents comprising the Bid being submitted. The table shall refer to Envelopes 1 and 2 of the Bid.
- 11.1.3. Tender Documents. This document duly signed by the Bidder. The Bidder shall submit the original forms and wording provided by the Company with the Tender Documents.
- 11.1.4. General Conditions. The Bidder shall submit the General Conditions (Document B of the Tender Documents) with its initials on every page and full signature on the last page.
- 11.1.5. Declaration, Warranty and Undertaking. The Bidder and, if relevant, each Member and the SPC, shall sign the Declaration, Warranty and Undertaking attached hereto as **Annex 2**.
- 11.1.6. Legal Structure. Complete details of the current legal structure and composition of the Bidder and, if relevant, each Member and the SPC, together with a chart of the same and the incorporation documents of such entities. If a Bidder or a Member submits the information of its Parent Company for compliance with the threshold criteria set forth in Section 10.1 or part thereof, the complete details identifying and describing such ultimate Parent Company together with a chart of its legal structure and its incorporation documents, shall be included as well.

- 11.1.7. Legal Opinion. The Bidder and, if relevant, each Member and the SPC, shall submit a legal opinion in the form attached hereto as **Annex 3**.
- 11.1.8. Power of Attorney. The Bidder shall submit a written power of attorney in the form attached hereto as **Annex 4**, signed by it and, if relevant, by each Member and the SPC, empowering the Authorized Representative to sign all documents, including all the Tender Documents on behalf of the Bidder.
- 11.1.9. Israeli Member Approvals and Affidavit. In case of a JV Bidder, the Israeli Member shall provide all necessary approvals, including pursuant to the Law of Transactions of Public Entities, 1976, and a duly executed affidavit in the form attached as **Annex 8** hereto regarding such law.
- 11.1.10. Joint Venture ("JV") Memorandum of Understanding ("MOU"). In case of a JV Bidder, the Bidder shall submit a duly executed and legally binding JV MOU by and between the Israeli Member and the Foreign Member governed by Israeli law, which includes, inter alia, provisions pursuant to which the parties undertake to execute any future Project and to be jointly and severally liable for all of the undertakings and obligations of the Bidder pursuant to the Tender Documents, and further undertake not to amend any of the foregoing without the express prior written consent of the Company.
- 11.1.11. ICA Form. The Bidder shall sign by initials and submit the ICA form in the format attached hereto as **Annex 6** (no need to fill the details at this stage).
- 11.1.12. No Conflict of Interests. A Statement regarding non-receipt of brokerage fees and non-employment of the Company's advisors in the form attached hereto as **Annex 7** duly signed by the Bidder.
- 11.1.13. Financial Information.

- 11.1.13.1. The Bidder or Foreign Member (in case of a JV Bidder) shall provide **Annex 10** duly executed by its independent certified public accountants.

This certificate shall be supported by the financial statements for all relevant years as well as, if exists, the most recent interim financial report.

- 11.1.13.2. The Israeli Member (in case of a JV Bidder) shall provide **Annex 12** duly executed by its independent certified public accountants.

This certificate shall be supported by the financial statements for all relevant years as well as, if exists, the most recent interim financial report.

If relevant per Clause 4.6 above, then in addition to all other documents, the Parent Company shall execute and submit:

- 11.1.13.3. A Parent Company Guarantee attached hereto as **Annex 5**;

- 11.1.13.4. The Signatory Rights confirmation on behalf of Parent Company in the form set forth in **Annex 3**;

- 11.1.13.5. An organization chart of the Bidder, including of its Parent company. The chart shall refer to the holding and control in the Bidder.

11.1.14. ISO Certificates.

- 11.1.14.1. The Bidder or Foreign Member (in case of a JV Bidder) shall provide certificates under ISO 9001:2000 or comparable certificate in its field of expertise that is relevant to this Tender.

- 11.1.14.2. The Israeli Member (in case of a JV Bidder) shall provide certificate under ISO 9001:2000 or comparable certificate in its field of expertise that is relevant to this Tender.
- 11.1.14.3. The Bidder or Foreign Member (in case of a JV Bidder) shall provide certificates under ISO 14001 or duly filled and signed declaration in the format attached hereto as **Annex 17**.
- 11.1.15. In house Production of some Main Components. The Bidder or Foreign Member (in case of a JV Bidder) shall provide a written confirmation in the format attached hereto as **Annex 11**.
- 11.1.16. Past Projects Experience. The Bidder or Foreign Member (in case of a JV Bidder) shall provide a table arranged in the format attached hereto as **Annex 15** and documentation evidencing.
- 11.1.17. Integral Engineering Department and Quality Assurance Department. The Bidder or Foreign Member (in case of a JV Bidder) shall provide written relevant information as to the members of this department (past experience, qualification, etc.).
- 11.1.18. Main Israeli Subcontractor
- 11.1.18.1. For each main subcontractor – confirmation of engagement with each of the subcontractors the, duly signed by Bidder and subcontractor, in the form attached hereto as **Annex 13 (1)-(2)**.
- 11.1.18.2. For each main subcontractor – certificate from the Israeli Registrar of Contractors, valid on the Last Submission Date of the relevant classification and category provided in the Threshold Requirements for each main subcontractor.

11.1.18.3. For each main subcontractor – information of projects and qualifications arranged in the format attached hereto as **Annex 13(4)-(6)** and documentation evidencing.

11.1.19. Sanctions Compliance Questionnaire. The Bidder or Foreign Member (in case of a JV Bidder) shall provide the information arranged in the format attached hereto as **Annex 18**.

11.1.20. Clarifications & Amendments of the Tender. All Clarifications & Amendments, including Site Visit/s protocol/s, if issued by the Company during the Tender duly signed by the Bidder.

11.1.21. Disk on Key. A Disk on Key containing the scanned files of all documents included by the Bidder in Envelope 1.

11.2. **ENVELOPE 2 – Quality Evaluation**

In Envelope 2 the Bidder shall include the following documents, all of which are required in order to evaluate the quality of its Bid in accordance with the procedure described in Section 13 below.

11.2.1. **Professional Experience**

In addition to the documents to be provided in accordance with Section 10.1.1 regarding past experience, the Bidder and the Members (if relevant) shall provide written detailed description and other relevant evidences of their past experience in the relevant fields of activity, with specific reference to the five projects detailed in accordance with Section 10.1.1 and up to five additional projects (all of which shall be in accordance with the specifications and other requirements set forth in Section 10.1.1).

Such description and evidence shall include (at least) process flow diagrams (PFD), process and instrumentation diagrams (P&ID), layout, scope of works supplied to the project, start and finish date and contact details regarding each project, and any other information

that the Bidder may deem to be relevant. Such details shall be presented in the same format as **Annex 15**.

11.2.2. Quality of Goods

The Bidder shall provide detailed and specific information (such as manufacturer name, model no., certificate etc.) and detailed technical information (such as P&ID, general layout, equipment & instrumentation data sheets, pressure diagrams, flow calculation, heat exchangers calculations etc.) related to each of the components of the Goods it shall supply, should it be awarded the performance of any Project, including its manufacturer and brand (all in accordance with the requirements set forth in **Annex 14**). This information shall refer to all components specified in **Annex 14** and all other material components to be supplied.

The Company shall take into consideration, inter alia, the quality of the components, the compliance with the Technical Volumes and the Company's requirements and the experience of each supplier or sub supplier proposed to supply such components. Such data may also be used in order to ensure that the Bid meets with the requirements regarding Goods.

11.2.3. Methodology of Project Execution and Quality Assurance

The Bidder shall provide a detailed description of the Bidder's intended execution methodology for a Project, including without limitation: **(i)** Project execution mechanism; **(ii)** Project organization chart and manpower **(iii)** Description and written evidence of the Israeli Member's and/or the Main Israeli Subcontractors' experience working with international entities and working in accordance with international standards similar Projects (detail the relevant scope of works executed by each Subcontractors; **(iv)** Project implementation schedule based on the frame schedule as listed in **Exhibit C** to the General Condition document no. 372414; and **(v)** a description of the quality assurance/control plan that it proposes to implement for the execution of the Project.

11.2.4. **Service and Maintenance Capabilities**

The Bidder shall provide a written detailed description and evidence of its capability to provide (by itself and/or by its subcontractors) service and maintenance during the Defect Liability Period. Such description shall refer, *inter alia*, to all the requirements set forth in Section 15 of the General Conditions and shall include a detailed maintenance and service program describing the Bidder's and/or its subcontractors' capabilities enabling them to execute and provide full maintenance and service (including, *inter alia*, organizational capabilities, the quantity, quality and certification of their personnel, service vehicles, equipment and tools).

The maintenance and service program shall include a detailed description concerning the following items as minimum: (a) Obligation to hold sufficient spare parts for repairs during the Defect Liability Period (b) provision of spare parts (minimum for ten years as of hand-over) which will be paid per consumption; (c) provision of local personnel (Israeli Nationals) trained to carry out the response service as may be required from time to time; and (d) provision of foreign experts as support for special maintenance and response service recommended by the Bidder or requested by the Company.

11.2.5. **Disk on Key**

A Disk on Key containing the scanned files of all documents included by the Bidder in Envelope 2.

12. **Submission of Bids**

- 12.1. The Bidder shall submit one (1) printed original copy and one digital copy (on a Disk on Key) of its Bid, including all documents listed in Section 11 above.
- 12.2. All of the Bid documents shall be typed or written in indelible ink and shall be signed by the person(s) duly authorized to sign on behalf of the Bidder. All pages of the Bid, except for printed literature, shall be initialled by the person(s) signing the Bid. The name and position held by each person signing must be typed or printed below the signature.

- 12.3. The Bids shall be bound in loose-leaf volumes so that they may be divided for evaluation.
- 12.4. The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person(s) signing the Bid.
- 12.5. The Bidder shall submit the Bid in one large, sealed envelope titled "Tender for PRMSs for the Israel Gas Transmission System" which shall contain two (2) separate envelopes labelled as **Envelopes 1 and 2** (all in accordance with Section 11 above). The envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".
- 12.6. The Bids shall be submitted, by hand delivery only, **no later than the Last Submission Date as provided in Clause 7 above, to the Tender box designated for this purpose, located in the Company offices: Atidim Tower (Building No. 8), 2184 St., Floor 33, Kiryat Atidim, Tel Aviv, Israel (Engineering/PRMS Department).**
- 12.7. The Company may, at its sole discretion, extend the Last Submission Date, in which case all rights and obligations of the Company and Bidders previously subject to the deadline shall be extended accordingly.
- 12.8. Any Bids received at the specified address after the Submission Date, as amended, may be declared "Late" and rejected.
- 12.9. At any point during the Tender Process up to the notification of the winning Bidder, the Company may ask Bidders individually for clarifications regarding their Bids.
- 12.10. No Bid may be amended after the Submission Date, except as a result of a change, modification, enhancement or adjustment to the details of any Bid or parts thereof requested by the Company, pursuant to its authority to do so under these Instructions to Bidders.

- 12.11. After the submission of the Bids by hand delivery, as provided for above, the Company may instruct all Bidders to submit their Bids on CD and/or by any other digital media.
- 12.12. **Sensitive or Confidential Information:** each Bidder may detail, in a separate document that will be attached to its Bid, all information contained in its Bid, which it considers to be of a commercially sensitive or confidential nature and which in his mind should not be disclosed to other Bidders. Please note that the Company is not bound to accept any Bidders' confidentiality statements as marked or any restriction therein and may allow, subject to the Law and in accordance with its discretion, other Bidders to review the successful Bidder's Bid including information which such Bidder considers to be of a commercially sensitive or confidential nature. Please note that the Company will not approach the successful Bidder for the purpose of obtaining its position on confidential/sensitive commercial information in its Bid.

13. Bids Evaluation Process

The examination of the Bids to determine the Approved Contractors shall be carried out in 2 stages, as detailed below:

13.1. Stage 1 - Review of General and Threshold Requirements

- 13.1.1. The Company will review the contents of Envelope 1 to determine whether a Bidder meets the requisite general and threshold requirements for Bids to be considered as set forth in Section 11.1.
- 13.1.2. The Company reserves its right to perform Stage 2 of the evaluation process notwithstanding the fact that a Bidder has not successfully passed Stage 1 of the evaluation process provided, however, that nothing in this Section shall be construed as derogating in any way, from the obligation of the Bidders to comply with all the requirements of Stage 1.

13.2. Stage 2 - Review of Evaluation Criteria

- 13.2.1. The Company will review the contents of Envelope 2 to rate and grade the Bidder with respect to each of the criterion set forth in

Section 11.2. The evaluation criteria set forth in Section 11.2 shall be weighted in accordance with the chart set forth below.

Main Category	Score shall be awarded in accordance with the following criteria and scores:	Total Possible Points
Professional Experience (Section 11.2.1)	Up to 5 points for each of the presented projects. Company shall evaluate each project in accordance with the description, evidence, and references as required in Section 11.2.1 above.	50
Quality of Goods (Section 11.2.2)	Company shall evaluate each component of the Goods in accordance with their quality, compliance with the Technical Volumes and the Company's requirements and the experience of each supplier or sub supplier proposed to supply such components. The allocations of the grades shall be as follows: Ball valves- up to 4 points. metering system (turbine meters, ultrasonic meters, flow computer and gas analysis system,) – up to 4 points. Slum-shut valves for main and fuel gas lines – up to 4 points. Pressure control valve for main and fuel gas lines (control valves) – up to 4 points. Pressure Vessels (Dust liquid separator, Heat exchanger, Electrical Heater) - up to 4 points.	20
Methodology of Project Execution and Quality Assurance (Section 11.2.3)	Company shall evaluate the Methodology of Project Execution and Quality Assurance in accordance with the description, evidence, and references as required in Section 11.2.3 above.	20
Service and Maintenance Capabilities (Section 11.2.4)	Company shall evaluate the Service and Maintenance Capabilities in accordance with the description, evidence, and references as required in Section 11.2.3 above.	10
		100

13.3. Presentation and Interview

- 13.3.1. The Company may invite the Bidders or any of them to present before the Company the Bidder's capabilities and Methodology.
- 13.3.2. The presentation and interview will be before a panel to be determined by the Company, to which all Bidder's representatives (as determined by the Company). The presentation and interview shall be held through "Webex" video communication application or other means determined by the Company.
- 13.3.3. The presentation should highlight the Bidder's understanding of the Works, relevant experience of the Bidder or Foreign Member (in case of a JV Bidder) of the Works. The Bidder shall send the presentation to the Company at least 5 Days prior to the interview date.
- 13.3.4. The Interview shall include a self-presentation by the the Bidder or Foreign Member (in case of a JV Bidder) team and answer to the Company's representatives' questions. The Bidder shall be responsible for summoning any other party on behalf of the Bidder whom the Company will request to summon at its discretion.
- 13.3.5. The Company may adjust the Quality Score of the Bidder in accordance with the Interview outcomes.

13.4. **Minimum Score**

- 13.4.1. In order to successfully pass Stage 2 of the Bid evaluation, the Bidder is required to (i) fully comply with the requirement set forth in **Annex 14**; and (ii) have received at least 50% of the maximum in the Quality of Goods category; and (iii) have received a total of at least 75 points for all categories (the "**Minimum Score**").
- 13.4.2. Notwithstanding the foregoing, if 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.

- 13.4.3. All Bidders that received the Minimal Score will be announced as Approved Contractors and shall comprise the List of Approved Contractors of the Company. A Bid that will not comply with the requirements set forth in **Annex 14** or will be graded the Minimum Score not be declared as an Approved Contractor.

14. Negotiations with Bidders

- 14.1. The Company, at its sole discretion, will be entitled to conduct negotiations with the Bidders in any way it deems suitable and in any of the stages of the evaluation process, including, without limitation, with Bidders that have not passed all the evaluation criteria or have not met all of the requirements of the Tender Documents, and to cease such negotiations at any time.
- 14.2. The Company, at its sole and absolute discretion, will be entitled to negotiate with a single Bidder or simultaneously with more than one of the Bidders and to cease such negotiations at any time.
- 14.3. The Company reserves the right to reinstate any Bidder at any stage of the process subject to the agreement of such Bidder.

15. Execution of the General Conditions and the Contract

- 15.1. The Company shall notify the Bidders that successfully passed Stages 1 and 2 of the evaluation process of being selected as Approved Contractors.
- 15.2. The Company shall countersign the General Conditions submitted by the Bidders that were declared as Approved Contractors and these General Condition shall apply to any future Project that shall be ordered by the Company under this Tender (subject to any amendments that the Company may provide for in any future RFQ procedure to be conducted under this Tender).
- 15.3. Anything to the contrary notwithstanding, no contract shall come into force until the Company signs the contract by its authorized signatories.

- 15.4. It is hereby clarified that the execution of the GTC by the Company and the Approved Contractors does not constitute an obligation on behalf of the Company to order the execution of any Project from any of the Approved Contractors and that a precondition for the execution of any Project is that a specific Agreement shall be signed between the Company and the relevant Contractor (of which the GTC shall be an integral part) (the "**Agreement**"). A non-binding sample of an Agreement for a specific Project (to be re-drafted and attached to any future RFQ) is attached hereto as **Annex A16**. It is hereby clarified that such future Agreement and/or any future annex thereto may amend the provisions of the GTC and/or other documents included in this Tender, in accordance with the specific requirements of the relevant Project.

16. Industrial Cooperation Undertaking

- 16.1. The Bidder is aware that the Tender and any order to be issued pursuant to the Tender is being undertaken under the regulation and supervision of the Industrial Cooperation Authority (the "**ICA**"), in accordance with the Mandatory Tender Regulations (Preference for Israeli Products and Mandatory Business Cooperation) 5755-1995 (the "**ICA Regulations**") and it undertakes to comply with all the relevant conditions and ICA Regulations. The Bidders shall fill and submit as part any future RFQ procedure the ICA standard form, a sample of which is attached hereto as **Annex 6**.
- 16.2. Without derogating of the authority and rights vested with the ICA under the ICA Regulations, the Company and/or the ICA always has the right during the Company Option Period, to request any information and explanations from the Bidders in order to verify that the Bidder is in compliance with the ICA Regulations. The Bidders will comply with any such requests from the ICA.
- 16.3. The Company has the right (but is no way is it obligated) to require that a Bidder shall amend its Bid, clarify it or change it, in order that such Bid will comply with the requirements of the ICA.
- 16.4. The Company has all the rights and prerogatives in accordance with Section 18 regarding a Bidder that does not comply with the requirements of the ICA and/or the ICA Regulations.

- 16.5. A Bidder and an Approved Contractor will not be entitled to request the disqualification of another Bidder or approved Contractor due to any matters regarding the ICA or the ICA Regulations.

17. General Prerogatives of the Company

- 17.1. Notwithstanding any other provision herein, the Company may at its sole discretion: (i) Unconditionally reject any or all of the Bids at any time and any stage, including (without limitation) any time after the Last Submission Date, for any reason, without thereby incurring any liability to the affected Bidders; (ii) Accept Bids that are not fully compliant due to a default or lack of information, in which case the Company may, but is not required to, ask a Bidder to amend such default in its Bid and/or resubmit the Bid including (without limitation) in the framework of negotiations held with the Bidders and even after the Last Submission Date; (iii) Request additional information, including (without limitation) documents and/or clarifications from any of the Bidders, whether orally or in writing.
- 17.2. Pursuant to Sections 2.1.2 and 13.2, herein, the Company may, but in no way is it obligated to, request an interview and/or a general presentation from the Bidders regarding their Bids or any part thereof. The Company may invite Bidders to undergo such interview or give such a presentation at the time determined by the Company after the Bids were submitted.

In the event that the Company decides to ask a JV Bidder for a presentation or an interview, such presentation or interview will require the presence of representatives of both Members of the Bidder.

A presentation, if required, shall be made in the English language and shall not be longer than one hour, and may be followed by questions in the English language from the Company and/or the Evaluation team and/or anyone on their behalf.

The Company at its sole discretion may use information divulged in the presentation or interview or any part of thereof. In the event that the information is not compatible and/or inconsistent and/or is in contradiction with the Bid, the Bid shall take precedence over the contents of the presentation and interview or any part of thereof.

The Company at its sole discretion, in consequence to an interview or a presentation may **(i)** demand that the Bidder amend any defaults in its Bid; and/or **(ii)** disqualify the Bid; and/or **(iii)** apply any other measures it sees fit.

- 17.3. As an integral part of the evaluation of the Bid, including but not limited to the threshold requirements set forth in Clause 10.1.4 (regarding in-house production of certain main components) and to the evaluation criterion set forth in Clause 11.2.4 herein, the Company may at its sole discretion at any time after the submission of Bids, conduct a site visit to the facilities of the Bidder and/or any of the Members and/or the SPC (if relevant). In the event the Company chooses to do so, it shall provide such Bidder with advance notice. The Company may, at its sole discretion, consider such site visit when grading the information submitted by the Bidders in their Bid.

The Company at its sole discretion may use information revealed in the site visit or any part of it. The Company at its sole discretion, in consequence to the site visit may **(i)** demand that the Bidder amend any defaults in its facilities and/or Bid; and/or **(ii)** disqualify the Bid; and/or **(iii)** apply any other measures it sees fit.

- 17.4. The Company may, at its sole discretion, amend or waive any of the terms of the Tender Documents, including (without limitation) the Threshold Requirements and the evaluation criteria set forth in Sections 11.1 and 11.2. The Company may also allow and/or require the submission of documents and information after the Last Submission Date in order to verify the compliance of any Bidder with the Threshold Requirements and/or to better evaluate its Bid. For the avoidance of doubt, it is hereby clarified that the Company's Tender Committee reserves the right to amend or waive, even after the Last Submission Date, any technical provision or formality of the Tender Documents, provided, however, that such waiver or amendment does not in any way contradict or derogate from the principles of applicable Law governing the Tender.
- 17.5. The Company may, at its sole discretion, provisionally pass any Bidder with respect to the requirements set forth in Sections 11.1 and/or grant a provisional passing score to any Bidder for any of the evaluation criteria set forth in Section 11.2, subject to the receipt of all required documentation from such Bidder prior to award of the Contract to such Bidder.

- 17.6. The Company may, at its sole discretion, add additional stages to the Bid evaluation process, including, without limitation, to request additional information and data, add a stage in which Bidders may amend any part of their Bid, submit added information and data or resubmit Envelope 2 (quality), or part thereof as a result of any amendment to the Tender Documents by the Company or for any reason.
- 17.7. The Company may, at its sole discretion, cancel the invitation to submit Bids pursuant to these Instructions to Bidders, at any time, including without limitation, any time after the Last Submission Date, for any reason, including any case that the Company at its sole discretion may initiate such cancellation.
- 17.8. Without derogating from the Company's rights under this Tender, the Company may, at its sole discretion, include in and future RFQ procedure to be conducted by it, a best and final stage.
- 17.9. As part of the evaluation process and without derogating from any other prerogative of the Company pursuant to these Tender Documents, the Company may, at its sole discretion, conduct an independent inquiry or investigation regarding any matter connected with the Tender Process, the Threshold Requirements and evaluation criteria thereof and the Bids, including, without limitation, regarding the financial strength, technical expertise and experience of any Bidder. As part of such inquiry, the Company may request further information and clarifications from any Bidder or any person or entity the Company may see fit, whether orally or in writing.
- 17.10. Provided that the Company first affords the affected Bidder an opportunity to present arguments in support of its Bid, the Company may reject any Bid with respect to which the Company concludes, at its sole discretion, that (i) 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 to execute the Project for any reason whatsoever, irrespective of whether the information supplied in the Bid prima facie supports a different conclusion; or (ii) a unit rate quoted by the Bidder in any future RFQ procedure is not realistic in the business judgment of the Company and, in the business judgment of the Company, the Bidder will not be able to execute the Project at such rate.

17.11. The Bidders shall not have the right to claim any damages, expenses, or other relief in connection with the exercise by the Company of any of its above-mentioned rights.

18. Prerogatives of the Company regarding Deviations

Where a Bidder submits or presents any Deviation, in any 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:

- 18.1. The Company may provisionally ignore all or part of a Deviation and, notwithstanding anything stated to the contrary in the Bid, evaluate such Bid without taking into account such Deviation, and as a condition to the awarding of the Contract require the Bidder to conform to all the requirements of the Tender Documents as amended;
- 18.2. The Company may view all or part of a Deviation as technical errors which do not conflict with the principle of equality;
- 18.3. The Company may require the Bidder to correct all or part of the Deviations;
- 18.4. The Company may conduct negotiations with a Bidder and amend the Tender Documents, in which case the amendment will apply equally to all of the Bidders and they will all be given the opportunity to resubmit their Bids or any part thereof, all in accordance with the written instructions of the Company; and/or
- 18.5. The Company may disqualify the Bid.

The Company may decide, at its sole discretion, whether to act or refrain from acting in any one or more of the alternatives listed above. The Company shall have the sole discretion to apply the abovementioned alternatives in whole or in part, or in stages, and to treat differently different Deviations in the same Bid or in different Bids. A Bidder shall not have the right to claim that there is any binding preferential order which applies to the alternatives, or which restricts the Company from exercising its full discretion. If the Company chooses to proceed in any of the alternatives above, and the Bidder refrains from implementing the Company's decision, the Company may, without derogating from any of its other rights (including the right to conduct negotiations),

disqualify the Bid, regardless of whether the Bidder's was chosen as an Approved Contractor.

The provisions of this Section shall not derogate from any other right granted to the Company pursuant to the Tender Documents or pursuant to any applicable law, including, without limitation, with respect to its right to conduct negotiations, accept Deviations, amend the Tender Documents and allow the resubmission of Bids.

19. Disqualification of Bid

19.1. Without derogating from the Company's rights and authorities under the Tender and under law, the following conditions and events may lead to disqualification of a Bidder, at the Company's sole discretion, at any stage during the Tender or after, during the Company Option Period. The disqualifying conditions and events apply both to the Bidders, their shareholders and to parent entities (hereinafter in this Clause jointly referred to as "**Bidder**").

19.1.1. 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.

19.1.2. 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.

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

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

19.1.5. 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.

- 19.1.6. 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.
 - 19.1.7. The existence of a material conflict of interest in a Bidder or any interested party therein.
 - 19.1.8. Any event or change in circumstances in the Bidder, which may adversely affect the Bidder's capacity to be approved as a Bidder.
 - 19.1.9. Any material breach of the provisions of the Tender, including the submission of any false or incomplete information.
 - 19.1.10. Any other event or circumstances which the Company shall consider, at its sole discretion, as justifying disqualification of any Bidder.
- 19.2. 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.

20. 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.

21. Information Supplied by the Company

- 21.1. 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.
- 21.2. 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.

22. Governing Law and Jurisdiction

The Tender and the Contract shall be solely governed by and construed in accordance with the applicable laws and regulations of the State of Israel. All disputes relating to the Tender and/or the Contract shall be subject to the exclusive jurisdiction of the competent courts of the city of Tel Aviv-Jaffa, Israel.

23. Independent Research and Inquiries

Bidders shall carry out their own independent research and inquiries about all aspects of the Project, including (but not limited to) legal requirements under any applicable law of the State of Israel and all other relevant information relating to any aspect of the Project that may be necessary or useful for the preparation of the Bid. Other than with respect to written documents received from the Company, any information which the Bidder acquires or receives in connection with the Project shall be at the Bidder's sole responsibility.

24. Right to Review

- 24.1. Within 30 days following the announcement of the Successful Bidder, each Bidder shall be entitled to review the Company's decision and the Successful Bidder's Bid, and to receive a copy thereof, all subject to and in accordance with all relevant Laws. The foregoing review shall be subject for the payment of a fee in the amount of NIS 1,500, including VAT.

- 24.2. Bidders shall not be entitled to review the Successful Bidder's Bid until the Company decides which parts thereof are commercially sensitive or confidential under the Laws, and as such, shall not be disclosed. The procedure (including the time schedule), with respect to disclosure of documents and review by other Bidders shall be determined solely by the Company.
- 24.3. The Company shall evaluate the commercially sensitive or confidential nature of parts of the Successful Bidder's Bid which were identified as such by the Bidder in accordance with the provisions of section 12.12 above. The Company shall notify the Bidder who applied for review on its decision.
- 24.4. Bidders shall not be entitled to argue that the Bid, other than those parts identified by such as being of a commercially sensitive or confidential nature, cannot be reviewed by other Bidders and each Bidder shall be deemed to have waived any claims it may have with respect thereto.
- 24.5. Bidders shall not be entitled to review those parts of the Winning Bidders' Bids, which have been identified by themselves to be of a commercially sensitive or confidential nature (in their own Bid), unless otherwise permitted by the Company.

25. Addresses of the Parties and Method for Sending Notifications

- 25.1. 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 A**) submitted by them and, after the submission of the Bids, the addresses specified in their Bids.
- 25.2. 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, we hereby confirm the above:



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

Annex 1

Contact Details and Undertaking of Confidentiality

To Israel Natural Gas Lines Ltd.
Tel-Aviv, Israel

1. Details of the Bidder

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

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: _____
- Cell 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 Representative	Signature
	By: Position: Date:	

Annex 2

Declaration, Warranty and Undertaking

To:

Israel Natural Gas Lines Ltd.
 Atidim Tower (Building No. 8), 2184 St., Floor 32, Kiryat Atidim
Tel-Aviv, Israel

All capitalized terms not defined herein shall have the meaning attributed to them in the Instructions to Bidders INGL/TENDER/2023/53.

We the undersigned:

	Name of Bidder / Members / SPC
1.	
2.	
3.	

(hereinafter referred to, jointly and severally, as 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 Instructions to Bidders.
2. We have received and diligently reviewed all of the Tender Documents, including the General Conditions and all other Annexes, exhibits and other 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 declare that we diligently reviewed the Company's Ethical Code for Contractors and Suppliers and undertake to comply with it.
4. We represent and warrant that we have no claims regarding 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 List of Contractors, and that to the extent that we had such claims we submitted such claims prior to the Last Submission Date. Where we have not made such claims by the Last Submission Date we shall be deemed to have waived any such claims.
5. We have diligently reviewed all of the terms and provisions governing performance of our obligations pursuant to the Tender, including, without limitation, with regard to the provision of suitable and experienced personnel as required for the supply of Goods and the execution of the Works as set forth in the Tender Documents. We hereby warrant and represent that (i) we possess the requisite financial strength, expertise, knowledge and know-how, required to perform all of our obligations in accordance with the Tender Documents, or that we can obtain any of the above; and that (ii) we hereby waive any and all claims, suits or causes of actions which we may have with regard to the above.
6. We accept and agree that our obligations as set forth in the Tender Documents include all terms and provisions expressly set forth therein as well as any obligations, works, or other requirements which are not expressly set forth and which are directly or indirectly related to the full performance of our obligations in full compliance with all provisions of the Tender Documents, including without limitation, provisions regarding the high standard of execution required of us should we be awarded the Contract and/or should the Company exercise any of the Options set forth in the Tender.
7. Without derogating from any provision hereof, we warrant and represent that we are aware of the importance and essentiality of the Goods described in Tender Documents, in establishing the quality of the PRMS. Pursuant to the Company's requirement for exact compliance with the specifications, we accordingly, undertake to comply precisely with the specifications regarding such Goods as described.
8. Without derogating from any provision hereof, we warrant and represent that we are aware of the obligation of the Contractor to perform any future Projects according to the best industry practice, in a professional and precise manner, and we further represent and warrant that, should we be awarded the execution of any future Project, we have obligated ourselves to perform the Project accordingly and are capable of doing so.

9. We are aware of the obligations of the Company to execute future Project and of the damage that would be caused to the Company and to the public interest as a result of a failure to execute those futures Project.
10. 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 goods and services required by the Tender Documents, at the level of service contemplated therein.
11. We warrant that the Bid has not been prepared in collusion with any other Bidder participating in the Tender Process, nor with any affiliate thereof.
12. There are no conflicts of interest between any of our prior or current engagements or activities and/or those of our employees and/or subcontractors and the obligations or rights of the Bidder under the Contract. Neither us nor any of our subcontractors are connected with the Company or its employees.
13. Should we be awarded any future Project pursuant to the Tender, we shall refrain from any activity that might constitute a conflict of interest in the execution of our duties under the terms of the General Conditions, and undertake that all of our employees, subcontractors and representatives shall refrain from any activity or association that might involve such a conflict of interest; directly or indirectly. We further undertake to notify the Company immediately should such a conflict of interest develop or arise either for ourselves or for any of our employees, subcontractors or representatives.
14. 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.
15. We undertake to keep confidential all information, whether written or oral, concerning the Tender which we receive or obtain as a result of the information supplied in the Tender Documents, or in discussions relating thereto.
16. We understand that the submission of this Bid shall not be deemed in any way to create an obligation on the part of the Company to award the contract for performing the services contemplated therein to the Bidder or to any other Bidder, including, without limitation, the Bidder offering the lowest Price; that the Company has the unfettered right to reject any or all Bids

submitted; to request additional information from the Bidder or other parties; to cancel or modify the Tender Documents at any time and to negotiate with any or all Bidders.

17. We understand and accept (i) the terms of payment set forth in the Tender Documents and (ii) the manner of performance of our obligations pursuant to the Tender Documents, as well as all restrictions arising from or connected to such obligations.
18. We acknowledge that we are aware of and acquainted with all other entities that are, or could be, connected with or affect, the performance of our obligations, and have fully taken into account such entities in the preparation of our Bid. We shall not make or submit any claim, suit, or action based on or arising out of, whether directly or indirectly, any misunderstanding or lack of knowledge with regard to any term or provision of the Tender Documents, and we hereby, irrevocably and without exception, waive any such claim, suit or action.
19. There are no conflicts of interest between any of our prior or current engagements or activities and/or those of our employees and/or subcontractors, and the obligations or rights of the Bidder under the Contract attached to the Instructions to Bidders.
20. Neither the Bidder nor any of its subcontractors are connected with the Company or its employees.
21. We undertake that we the Members and the Bidder shall remain faithful to this Bid throughout the Tender Process, as such Bid may be amended or renewed according to the directives of the Company.
22. We acknowledge and agree (i) that our signatures on the Bid, the Contract and any other of the Tender Documents shall fully bind us with regard thereto; and that (ii) the Company shall be entitled to draw down on the Tender Bond in any event in which we withdraw our bid or breach any of our undertakings, obligations and/or representations set forth in this Declaration, Warranty and Undertaking; and that (iii) we shall have no claim, suit or cause of action with regard thereto.
23. We acknowledge and agree that (i) where we decide, for any reason whatsoever, not to perform our obligations pursuant to the Tender Documents, in whole or in part; and/or (ii) where we act in a manner which is not compliant with our obligation to good faith performance, then the amount of the Tender Bond shall be forfeited to the benefit of the Company and shall serve as agreed upon compensation, without prejudice to any other rights or remedies to which the Company is entitled.
24. We acknowledge and agree that the Company shall be entitled, but not required, to view our Bid as an irrevocable offer as defined in Section 3 of the Contracts Law (General Part) – 1973, and we

further acknowledge and agree that acceptance of our Bid by the Company shall constitute a contract between the Bidder and the Company.

25. We acknowledge and agree that (i) in the event that the Bidder should be awarded the any future Project, the Bidder shall be considered the primary contractor for execution of the Project and that it shall be solely and fully responsible for all actions, omissions, and work products of all personnel, employees, and sub-contractors operating on behalf of the Bidder; and that (ii) in no event shall there be deemed to be any employee-employer relationship between the Company and the Bidder and any person or entity acting on behalf of the Bidder.
26. We acknowledge and agree that in the event that the Bidder is awarded the Contract, it's prices shall be all-inclusive and shall constitute full and final compensation for the performance of all of the Bidders obligations and undertakings pursuant to the Tender Documents.
27. We hereby agree to indemnify the Company for all damages incurred by it as a result of a breach of any of the declarations, warranties and undertakings contained herein.
28. Should the Bidder be awarded any future Project pursuant to the Instructions to Bidders, it will refrain from any activity that might constitute a conflict of interest in the execution of its duties under the terms of the Contract, and undertakes that all of its employees, subcontractors and representatives shall refrain from any activity or association that might involve such a conflict of interest; directly or indirectly. We further undertake to notify the Company immediately should such a conflict of interest develop or arise either for the Bidder or for any of its employees, sub-contractors or representatives.
29. We acknowledge and agree that all costs arising from or related to the submission of this Bid, including, without limitation, our review of all of the Tender Documents and the obtaining of the Tender Bid, shall be borne solely and entirely by the Bidder and that we shall have no claim, suit or cause of action with regard to any such costs.
30. In addition to the obligations and prohibitions applying to the Bidder by force of law, including the Israeli Penal Code 1977:
 - i. We did not and shall not offer and/or give and/or receive, directly and/or indirectly, any benefit and/or currency and/or anything of value with the purpose of effecting directly and/or indirectly the decision and/or act and/or omission by the Company and/or an employee and/or a representative of the Company and/or any other part, regarding the engagement procedure and/or any contract and/or order resulting from it.
 - ii. We did not and shall not solicit and/or cooperate, directly and/or indirectly with an officer of the Company and/or an employee of the Company and/or a representative of the

Company and/or any party in order to receive classified/confidential information which is relevant to the engagement procedure and/or any contract and/or order resulting from it.

- iii. We did not and shall not solicit and/or cooperate, directly and/or indirectly with an officer of the Company and/or an employee of the Company and/or a representative of the Company and/or any party with the purpose of setting prices in an artificial and/or non-competitive way.
- iv. In the event that there is a reasonable doubt that the Bidder and/or a representative thereof is acting to the contrary of the aforementioned sections, the Company reserves the right, at its sole discretion, not to allow their participation in the engagement procedure with respect to which there exists the reasonable doubt regarding the carrying out of the aforementioned action and/or in any other procedure (known in this section as the "**Engagement Procedure**") and/or reject their bid regarding the Engagement Procedure and/or revoke at any given time the contract/award resulting from the Engagement Procedure.
- v. The Bidder is hereby required to bring the content of this section to the attention of its employees, sub-contractors, representatives, agents and/or anyone on its behalf involved in the Engagement Procedure of the Company and/or contract and/or order resulting from it.

- 31. The laws of the State of Israel shall exclusively apply to this Declaration, Warranty and Undertaking, including its interpretation, the rights and undertakings of the Bidder and any other matter relating thereto or deriving there from.
- 32. The competent court in the city of Tel Aviv shall have exclusive jurisdiction over any matter relating to this Declaration, Warranty and Undertaking.
- 33. We undertake that we the Members and the Bidder shall refrain from requesting any changes, clarifications, amendments, or easements from any entity other than the Company.
- 34. A breach of any of the undertakings, agreements or representations in part or entirety will constitute a cause for the disqualification of the Bid.

IN WITNESS WHEREOF, we have signed this Declaration, Warranty and Undertaking:



	Name of Bidder / Member / SPC	Signature of Officer	Signature
		By: Position: Date:	

Annex 3

Legal Opinion

To Israel Natural Gas Lines Ltd.
Tel-Aviv, Israel

In accordance with the requirements of the Instructions to Bidders INGL/TENDER/2023/53, the undersigned, Advocate _____ Licence No. _____ of _____, hereby affirm that the signatures of _____ *[Insert name of Bidder or Member or SPC]* ("the entity") on the Declaration, Warranty and Undertaking, the power of Attorney for the Authorized Representative and on any other of the documents signed by the Entity, as submitted with the Bid, have been executed according to all applicable laws and regulations and according to the incorporation documents of the Entity and are binding on the Entity, 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 Entity.

Signature

Date

For Parent Company:

To Israel Natural Gas Lines Ltd.
Tel-Aviv, Israel

In accordance with the requirements of the Instructions to Bidders INGL/TENDER/2023/53, the undersigned, Advocate _____ Licence No. _____ of _____, hereby affirm that

_____ *[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 Declaration, Warranty and Undertaking, the power of Attorney for the Authorized Representative and on any other of the documents signed by the Entity, as submitted with the Bid, have been executed according to all applicable laws and regulations and according to the incorporation documents of the Entity and are binding on the Entity, 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 4

Irrevocable Power of Attorney for Bidder's Authorized Representative

To Israel Natural Gas Lines Ltd.
Tel-Aviv, Israel

We, the undersigned _____ [*insert name of Bidder, Foreign Member, Israeli Member and SPC – as relevant*] hereby appoint and empower _____ [*insert name of representative*] to be the Authorized Representative of _____ [*insert name of Bidder*] (hereinafter: the "**Bidder**") and to perform and/or sign on our behalf, throughout the Tender Process, all or any of the actions, matters, agreements and/or documents set forth hereinafter:

1. To receive on our behalf all Tender Documents and all documents and other material that may be issued by the Company to the Bidders throughout the Tender Process.
2. To submit on our behalf to the Company all requests for clarification, proposed amendments and other inputs that the Company may require from the us from time to time throughout the Tender Process.
3. To give our consent to changes of schedule and/or other conditions of the Tender Process that may be required by the Company from time to time throughout the Tender Process.
4. To appear in our name before the Company and/or any representative of the Company, in all matters, including and in addition to those set forth herein, affecting or connected with the Tender Process, and to sign and execute any document before the Company and/or its representatives on our behalf and to perform all actions and matters which are required of the Authorized Representative of the Bidder and/or Members to perform in accordance with the Tender Documents and/or which may be required of the Authorized Representative by the Company.
5. This Power of Attorney may not be revoked, transferred or changed in any way without the prior written approval of the Company.

We hereby undertake to confirm and uphold any act or matter which our Authorized Representative shall do or cause by virtue of this power of attorney.

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

IN WITNESS WHEREOF, we have signed this power of attorney:

	Name of Bidder / Member / SPC	Signature of officer	Signature
		By: Position: Date:	

Annex 5

Parent Company Guarantee

All capitalized terms not expressly defined herein shall have the meaning attributed to them in the Tender INGL/TENDER/2023/53.

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

1. We guarantee the performance by the Bidder of all of its obligations in the Tender Process; and,
2. In the event that the Bidder should be selected as an Approved Contractor in the Tender, we shall guarantee the performance of all of the Bidder's obligations pursuant to the Tender and the Contract.

In Witness Whereof, the undersigned have executed this Guarantee, effective as of the date set forth below, on behalf of the Parent Company:

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

Annex 6

Ica Appendix (Mandatory Industrial Cooperation)

This is a sample of the form that will need to be filled out, duly signed and submitted by each Approved Contractor together with its Bid in response to any future Request for Quotations. Failure to comply with this requirement may disqualify the Bid. The Approved Contractor shall be referred to herein as the "Supplier".

Annex to Request for Quotations no. _____, issued by _____
 _____ (hereinafter referred to as the "Buyer") dated _____ for the supply of

BINDING UNDERTAKINGS BY FOREIGN SUPPLIER

This Binding Undertakings Instrument ("**Undertaking**") is made as of [_____] [Date], by [_____] [Name] a corporation duly incorporated and existing under the laws of [_____] [Place of incorporation], company number [_____] with address _____ at _____ ("**Supplier**").

Whereas, according to the Israeli Mandatory Bidding Regulations (Mandatory Industrial Cooperation) of 2007 a Foreign Supplier who participates in a procurement process conducted by Buyer (as such term is defined below), or otherwise engages Buyer, for the purpose of acquisition by Buyer of goods, equipment, services or work, at a value as defined under the Regulations, is required to engage in industrial cooperation activity in Israel; and -

Whereas, the Supplier, is a Foreign Supplier (as such term is defined below) and participates in a procurement process number **INGL/TENDER/2023/30** issued by **Israeli Natural Gas Lines Company Ltd.** (the "**Buyer**") for the _____ (the "**Tender**") or otherwise wishes to engage with Buyer for the supply of goods, equipment, services or work; and -

Whereas, Supplier hereby undertakes that, should it be awarded in the framework of the Tender (or otherwise contract with Buyer), Supplier shall conduct such industrial cooperation in such nature and scope as set forth in this binding Undertaking, including appendices thereof.

THEREFORE, in consideration of these premises, I, the undersigned Supplier, hereby declare, warrant and undertake towards the State of Israel (represented for the purposes hereof by the ICA (as such term is defined below)), as follows:

1. PREAMBLE, INTERPRETATION AND DEFINITIONS

- 1.1 The preamble and Schedules to this Undertaking and the Appendices attached hereto constitute integral parts hereof.
- 1.2 Section headings have been included in this Undertaking for convenience of reference only and shall not be used for the interpretation thereof and in no way alter, modify, amend, limit, or restrict any contractual obligations of the Supplier hereunder.
- 1.3 This binding Undertaking is provided in accordance with Israeli Statute and Regulations (as such terms are defined below) and the ICA Guidelines as presented in the official website of the ICA.
- 1.4 Terms used herein and not otherwise defined shall have the same meaning as ascribed thereto in Statute or Regulations.

Without derogating from the above, in this Undertaking, the following terms shall have the meaning ascribed thereto below:

"Buyer" as defined in the preamble to this Undertaking above.

"Contract" shall mean the procurement contract between the Buyer and the Supplier which shall be entered into between Buyer and Supplier should the Supplier be awarded in the framework of the Tender, or otherwise, for the purpose of acquisition by Buyer from Supplier of goods, equipment, services or work.

"Contract Value" – the total considerations to be paid to Supplier in the framework of the Contract or in relation thereto, including taxes, levies, fees, insurance and transportation costs, and - in respect of imported goods - their CIF price in an Israeli port, including taxes, levies, fees, insurance and transportation costs, all - without giving effect to any deductions, set-offs or fines. Contract Value includes, without limitation – (1) any payment which, under the Contract, the Buyer is required to pay to Supplier and Supplier is required to transfer to another; (2) any payments which any third party is required to pay to Supplier, by virtue of the Contract; (3) any payments, including payments as stated in paragraphs (1) or (2) above included in any option of Buyer under the Contract; (4) any follow-on procurement in excess of USD 500,000 that is made within a period of 5 years from the date of the Contract; and (5) any acquisition of spare parts, training activities, maintenance, technical assistance, guarantees etc. procured in the framework of the Contract or in relation thereto.

"Foreign supplier" – a manufacturer, supplier or importer of imported goods or a supplier of work that is not performed in Israel, whether himself or by means of others. For the purpose of this Undertaking and subject to its terms and conditions, importer of imported goods and their manufacturer are considered jointly and severally a Foreign Supplier.

For the removal of doubt, the Foreign Supplier's Subsidiaries or affiliates shall be considered as Foreign Supplier, For the purpose of this undertaking.

"Subsidiary" - a company in which the Foreign Supplier holds fifty percent or more of the nominal value of its issued share capital or of the voting power therein or is entitled to appoint fifty percent or more of its directors.

"**Affiliate**" – a company in which another company - which is not a parent company thereof - holds twenty-five percent or more of the nominal value of its issued share capital or of the voting power therein or is entitled to appoint twenty-five percent or more of its directors;

"**Israeli made Goods**" - goods made in Israel or in the Area (as such term is defined under the Statute) by a producer who is an Israeli citizen, or a permanent resident of Israel, or a body corporate registered in Israel, on condition that the price of their Israel content constitutes at least 35% of the proposed price, all – as defined under the Regulations. Goods manufactured outside of the State of Israel may only be recognized as Israeli-Made Goods at the prior written approval of ICA and under the terms and conditions as defined under the Regulations.

"**ICA**" shall mean The Foreign Investments and Industrial Cooperation Authority operating in the Ministry of Economy and Industry.

"**Industrial Cooperation**" shall mean the business activities in Israel as set forth in section 4 of the Regulation.

"**Local Subcontracting**" shall mean the execution of contract/s to purchase Israeli Made Goods (as such term is defined under the Regulations), or to procure Works or services in Israel (as such term is defined under the Regulations), all - for the purpose of performing the Supplier's undertakings under the Contract.

"**Regulations**" shall mean the Mandatory Bidding Regulations (Mandatory Industrial Cooperation) of 2007, a curtsey translation to English thereof are presented in the official website of the ICA.

For the removal of doubt, in any case of contradiction between the provisions of the Regulations and the English translation thereof, the provisions of the Regulations shall govern.

"**Statute**" shall mean the Mandatory Bidding Law of 1992.

"**Work or Services in Israel**" - work or services executed in Israel or in the Area by an Israel citizen or by a permanent resident in Israel, or by a body corporate registered in Israel.

2. GENERAL

- 2.1 The Supplier hereby declares, warrants and undertakes towards the State of Israel (represented for the purposes hereof by the ICA), that subject to the signing of the Contract, it shall perform and put into practice Industrial Cooperation in Israel at a scope, nature and timetables as set forth in this Undertaking and the Implementation Plan (as such term is defined below) and shall fully comply with all of its undertakings hereunder.
- 2.2 This Binding Undertaking may further include special terms and conditions as set forth in **Appendix "A"** hereof.

3. EXTENT OF THE INDUSTRIAL COOPERATION

The scope of Industrial Cooperation that shall be carried out by the Supplier shall be at an amount of at least ___% of the Contract Value, i.e. a total amount of US\$ _____.

The Contract Value for the purposes of calculating the scope of Industrial Cooperation hereunder shall be adjusted, as required, in any case of a change in the Contract Value.

4. NATURE OF INDUSTRIAL COOPERATION

4.1 Industrial Cooperation may be conducted by means of Local Subcontracting, investments, research and development, transfer of know-how or purchase of Israeli-Made Goods (as such term is defined above), or Works or services in Israel (as such term is defined above).

Supplier undertakes to perform Local Subcontracting at a value of no less than 20% of the Contract Value.

4.2 Industrial Cooperation shall not include:

4.2.1 Expenses, including agent's commission, incurred to promote the sales of the Supplier in Israel;

4.2.2 The purchase of shares of companies that are subject to the Israeli Securities Law, 5728 - 1968 ("**Securities Law**"), at a rate at which the purchaser does not become an interested party as defined in the Securities Law; and -

4.2.3 Investments, acquisition and funding of research and development work that shall be deemed Industrial Cooperation, shall not include grants given by the Government of Israel as part of an investment program or funding.

5. PERIOD AND TIMETABLE

5.1 The Supplier's Industrial Cooperation undertakings hereunder shall be fully executed within the period of the Contract ("**Industrial Cooperation Period**"). Without derogating from the above, or from any right or remedy of the ICA hereunder or at law, in any case this Undertaking shall not be terminated until full Industrial Cooperation obligations hereunder are fully complied with by Supplier.

5.2 The Supplier's undertakings for Industrial Cooperation hereunder shall be fulfilled at a fixed amount every year on a linear basis, unless otherwise approved by the ICA and included in the Implementation Plan.

6. IMPLEMENTATION PLAN

6.1 A comprehensive detailed implementation plan for the fulfillment of Supplier's Industrial Cooperation obligations hereunder is Attached as **Appendix "B"** ("**Implementation Plan**"). Any change or adjustment of the Implementation Plan may only be done by the prior written approval of the ICA.

The Implementation Plan shall apply to the whole period of the Contract.

6.2 Supplier hereby warrants and represents that the Implementation Plan reflects its good faith estimation of the business opportunities for performance of its Industrial Cooperation undertakings hereunder in scope and in timetable as defined hereunder. Such Implementation Plan was established by Supplier after thorough review and examination and in-depth survey for potential real investments or other Industrial Cooperation activities in Israel.

6.3 Supplier hereby undertakes that it will continue to invest efforts, using customary reasonable measures, for exploring and establishing Industrial Cooperation in Israel in accordance with its undertakings hereunder, including the use of consultation services, conducting a professional survey in Israel, visiting

business entities in Israel, participating in Israeli industry conferences, etc., and shall pursue full implementation of the Industrial Cooperation as described in the Implementation Plan.

- 6.4 ICA may, at any time, require Supplier to submit clarifications, additions or modifications to the Implementation Plan, inter alia in order to reflect actual changes in Supplier's Industrial Cooperation, or in the case of a default or a potential default by Supplier (and without prejudicing from any right or remedy of ICA) – in order for Supplier to cure any such default and fully comply with its undertakings hereunder. Supplier hereby undertakes to comply with all such requirements by ICA.
- 6.5 Any industrial cooperation activity to be carried out by the Supplier which is not part of an approved Implementation Plan will be subject to ICA's prior written approval in order for it to be credited as Industrial Cooperation.

7. REPORTS

- 7.1 The Supplier shall submit to the ICA an annual report regarding the fulfillment of the undertakings for Industrial Cooperation stated in this Undertaking (the "**Progress Report**").
- 7.2 The Progress Report for each calendar year shall be submitted no later than March 31st of the following calendar year. ICA may, at any time, require the submission of additional Progress Reports, including in case of a default or a potential default of the Implementation Plan.
- 7.3 The Progress Report shall include the following details:
 - 7.3.1 Performance against anticipated Industrial Cooperation under the Implementation Plan.
 - 7.3.2 A summary of all the claims for Industrial Cooperation credits in a form attached as **Appendix "C"** hereof approved by the Supplier's independent auditor. For each one of the credit claims the Supplier shall submit a confirmation of the Israeli supplier signed by an authorized signatory, at the form included in **Appendix "C1"**.
 - 7.3.3 Any additional information, which may be required by the ICA, regarding the activities carried out toward the fulfillment of the Supplier's undertakings.
- 7.4 A final report regarding the scope of the Industrial Cooperation and Local Subcontracting as actually implemented and the nature thereof shall be submitted by the Supplier, along with the approval of Supplier's auditor to such report, no later than 30 days after the end of the Industrial Cooperation Period.

8. BREACH BY SUPPLIER

- 8.1 Breach by Supplier of the provisions of Sections 2.1, 3, 4.2, 5.1, 6.2, 6.3, 7.1 or 7.4 of this Undertaking shall be considered as fundamental breach of this Undertaking.
- 8.2 Any other breach by Supplier of this Undertaking, which is not cured within 30 days of ICA's written demand (or an extended cure term as defined by the ICA, at its sole discretion) shall become a fundamental breach.

9. LIQUIDATED DAMAGES

9.1 During the Industrial Cooperation Period, the ICA will determine the following parameters, as at the end of each calendar year ("**Evaluation Date**"):

9.1.1 The Supplier's accumulated obligations for Industrial Cooperation under this Undertaking from the commencement of the Industrial Cooperation Period until the Evaluation Date.

9.1.2 The Supplier's accumulated volume of Industrial Cooperation performed by Supplier and approved by ICA, from commencement of the Industrial Cooperation Period and until the Evaluation Date.

9.2 In any case that the balance between section 9.1.1 minus section 9.1.2 above is positive ("**Unfulfilled Obligation**"), i.e., at the relevant Evaluation Date, the Supplier has not fully complied with its Industrial Cooperation undertakings hereunder, Supplier agrees and undertakes to pay the State of Israel liquidated damages, at an amount equal to 2% of the Unfulfilled Obligation.

Supplier hereby warrants and confirms that the above liquidated damages constitutes reasonably estimated damages which will be caused to the State of Israel in any case of breach of its undertakings hereunder.

9.3 The provisions of this Section 9 above shall not prejudice or derogate from any right or remedy of ICA hereunder or at law.

10. INDUSTRIAL COOPERATION COORDINATOR

10.1 Supplier shall appoint one person in Israel which will serve as Supplier's liaison person vis-à-vis ICA. As at the date of signing the Contract, the Industrial Cooperation Coordinator is:

_____ [Name]
 _____ [Address]
 _____ [Telephone]
 _____ [Fax]
 _____ [Email]

10.2 The Industrial Cooperation Coordinator will represent the Supplier for all purposes hereunder and will serve as the Supplier liaison person also vis-à-vis Israeli industry and other business entities.

10.3 In case the Industrial Cooperation Coordinator is replaced at any time in the future, the Supplier is committed to notify the ICA of the identity of the new Industrial Cooperation Coordinator within 7 days from the time the replacement took place.

11. LAW AND JURISDICTION

11.1 This Undertaking shall be exclusively governed by and construed in accordance with the substantive laws of the State of Israel without giving effect to any choice of law or conflict of law provision or rule.

11.2 The competent courts of the State of Israel shall have exclusive jurisdiction over any and all disputed arising from or related to this Undertaking, to exclude the jurisdiction of any other competent court of any other jurisdiction.

12. MISCELLANEOUS

- 12.1 The records of ICA pertaining to the execution of the Supplier undertakings hereunder shall serve as prima facie evidence to the contents thereof.
- 12.2 Any activity of the Supplier with the Israeli industry carried out prior to being awarded with the Contract shall not be eligible for crediting purposes.
- 12.3 This binding Undertaking shall constitute an integral and inseparable part of the Contract and is hereby signed for the benefit of the State of Israel.
- 12.4 This Undertaking and Appendices thereof constitute the entire understandings and undertakings by the Supplier towards the State of Israel and replaces and supersedes any and all previous, agreements or understandings, all of which shall be null and void.
- 12.5 Any amendment and/or supplement to this Undertaking shall be in writing, signed by Supplier and approved by ICA.

IN WITNESS WHEREOF, this Undertaking has been executed by the Supplier, as of the day and year first hereinabove written.

Signature of an authorized officer on behalf of the foreign supplier (Not the Importer):

Foreign Supplier [Company name]:

Name: _____

Title: _____

Signature: _____ Date: _____

If the Tender proposal is submitted (and/or the Contract is signed) by an importer, this undertaking should also be signed by an authorized officer on behalf of the importer:

Importer [Company name]:

Name: _____

Title: _____

Signature: _____ Date: _____

Appendix B

Implementation Plan

Related to Tender/RFP No.

Issued by Dated

Pursuant to clause 6 of the a.m. document, we [full company name],

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

1. Our fulfillment activities will be in the fields of one or more of the following Industrial Cooperation Categories: (*)

Local Subcontracting

Acquisition of Israeli Products, Work or Services

R&D Orders

Investments

Know-How transfer

Other

2. Anticipated / Approximate dates of the following mile stones implementation:

a. Conducting an Israeli industry survey

b. Projects and partners selection

c. Starting date of IC activities implementation

d. Full program accomplishment

3. Following is our prospective Fulfillment Program:

Industrial Co-operation Category	Transaction Description	Estimated Timeframe		Local Subcontractor Yes/No	Names of Israeli Entities Involved	Transaction Value (in USD/EUR)	Israeli entity's Contact Person info.
		Start Date	Due Date				
						Total Fulfillment Value	
						Total Local Subcontracting value	

Signature of an authorized officer on behalf of the foreign supplier (Not the Importer):

Name (Supplier): Title:

Signature (Supplier): Date:

Name (Importer): *..... Title: *.....

Signature (Importer): *..... Date: *.....

* If the Tender proposal is submitted (and/or the Contract is signed) by an importer, this undertaking should also be signed by an authorized officer on behalf of the importer.

Appendix C
Annual Claims Submission Form

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

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

Dear Sir/Madam,

Please see attached our annual report for the period _____ to _____.

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

Thank you,

Company Name: _____

Name: _____

Title: _____

Signature: _____ Date: _____

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

Auditor's Opinion letter
(Industrial Cooperation)

Date _____

To:
The Industrial Cooperation Authority
Menachem Begin Road,
PO Box 36049, Tel Aviv 67138
by email: rashpat@economy.gov.il

Re: Auditor's Opinion letter regarding Industrial Cooperation

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

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

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

Yours truly

_____, CPA
Registration/License No: _____

Notes:

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

Appendix C₁

Claim for Industrial Cooperation Credit

For the calendar year

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

Preferences:

- SME
 Preferred Zone

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

4. Industrial Cooperation Category¹:

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

Ref:

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

- b) **Indirect**

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

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

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

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

Foreign Supplier [Company name]:

.....
 Name:
 Title:
 Signature:Date:

The Israeli supplier's declaration

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

Israeli supplier [Company name]:

.....
 Name:
 Title:
 Signature:Date:
 Email:
 Tel:Cell:

Annex 7

Affidavit regarding Non- Payment of "Brokerage Fees" and Non Employment of Company Consultants

Tender No. INGL/TENDER/2023/53

In addition to the obligations and prohibitions imposed on us pursuant to the law, including the Penal Code-1977, we the undersigned hereby undertake and declare the following in the name of _____ [insert name of Bidder] and within our Bid for Tender No. **INGL/TENDER/2023/53** (hereinafter: "**the Tender**"):

1. Not to propose and/or give and/or receive, either directly and/or indirectly, any benefit and/or money and/or anything of value with the objective of influencing directly or indirectly the decision and/or act and/or omission of Israel Natural Gas Lines Ltd (hereinafter: "**the Company**") or a position holder in the Company and/or an employee of the Company and/or a representative thereof and/or any other entity, with respect to the Tender and/or for any contract derived from it.
2. Not to lobby and/or cooperate, either directly or indirectly, with any functionary of the Company and/or employee of the Company and/or its representative and/or any other entity in order to receive confidential/secret information regarding the Tender and/or any contract/request derived from it.
3. Not to lobby and/or cooperate, directly or indirectly, with a functionary of the Company and/or employee of the Company and/or its representative and/or any other entity with the objective of determining prices in an artificial and/or non-competitive manner.
4. We have not acted against the aforementioned in Clauses 1 - 3 within the Tender process and/or any contract derived from it.
5. We have not communicated with and not been assisted directly or indirectly, by any of the consultants of the Tender Committee as detailed in the Tender for the objectives of the Tender.
6. In the event that there shall be a reasonable suspicion that we have acted in contradiction to the above, we are aware that the Company reserves the right, pursuant to its sole discretion, not to include us in the Tender process for which there is suspicion that such an act has occurred and/or not to accept our Bid in the Tender and/or to cancel at any time whatsoever the contract derived from the Tender.

7. We shall bring the contents of this Annex to the knowledge of our employees, our representatives, our agents and anyone on our behalf who are involved in any way whatsoever in the Tender and/or the Contract derived from it.

In witness whereof the undersigned have signed on behalf of the Bidder:

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

Annex 8

Israeli Member Affidavit

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

אני הח"מ, _____ ת.ז. _____, לאחר שהוזהרתי כי עלי להצהיר את האמת וכי אהיה צפוי/ה לעונשים הקבועים בחוק באם לא אעשה כן, מצהיר/ה בזאת כדלקמן:

1 הנני משמש בתפקיד _____ ב- _____ (להלן: "המשתתף")

2 הנני מוסמך ליתן תצהיר זה מטעם המשתתף.

3 יש לסמן את הסעיף הרלוונטי מבין האמורים להלן:

המשתתף או בעל זיקה אליו* לא הורשעו** ביותר משתי עבירות***;

המשתתף או בעל זיקה אליו הורשעו ביותר משתי עבירות, אך במועד האחרון להגשת הצעות במכרז חלפה שנה אחת לפחות ממועד ההרשעה האחרונה.

* "בעל זיקה" – כהגדרתו בסעיף 2ב(א) לחוק עסקאות גופים ציבוריים, תשל"ו – 1976.

** "הורשע" – הורשע בפסק דין חלוט בעבירה שנעברה לאחר יום 31.10.02.

*** "עבירה" – עבירה לפי חוק שכר מינימום, התשמ"ז-1987 או עבירה לפי חוק עובדים זרים (איסור העסקה שלא כדין והבטחת תנאים הוגנים), התשנ"א – 1991 ולעניין עסקאות לקבלת שירות כהגדרתו בסעיף 2 לחוק להגברת האכיפה של דיני העבודה, התשע"ב – 2011, גם עבירה על הוראות החיקוקים המנויות בתוספת השלישית לאותו חוק.

4 יש לסמן את הסעיף הרלוונטי מבין האמורים להלן:

חלופה א' – הוראות סעיף 9 לחוק שוויון זכויות לאנשים עם מוגבלות, התשנ"ח – 1998 (להלן: "חוק שוויון זכויות") אינן חלות על המשתתף.

חלופה ב' – הוראות סעיף 9 לחוק שוויון זכויות חלות על המשתתף והוא מקיים אותן.

5 למשתתף שסימן את חלופה ב' בסעיף ב' לעיל – יש להמשיך ולסמן בחלופות המשנה הרלוונטיות להלן:

חלופה (1) – המשתתף מעסיק פחות מ- 100 עובדים.

חלופה (2) – המשתתף מעסיק 100 עובדים לפחות, והוא מתחייב לפנות למנכ"ל משרד העבודה הרווחה, והשירותים החברתיים לשם בחינת יישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, ובמידת הצורך – לשם קבלת הנחיות בקשר ליישומן.

במקרה שהמשתתף התחייב בעבר לפנות למנכ"ל משרד העבודה הרווחה, והשירותים החברתיים לפי הוראות חלופה (2) לעיל, ונעשתה עמו התקשרות שלגביה הוא תחייב כאמור באותה חלופה (2) – הוא מצהיר כי פנה כנדרש ממנו, ואם קיבל הנחיות ליישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, הוא גם פעל ליישומן.

6 למשתתף שסימן את חלופה ב' לעיל- המשתתף מתחייב להעביר העתק מתצהיר זה למנכ"ל משרד העבודה והרווחה והשירותים החברתיים בתוך 30 ימים ממועד התקשרותו עם המועצה (ככל שתהיה התקשרות כאמור)

7 הנני מצהיר/ה כי זהו שמי, זו חתימתי ותוכן תצהירי אמת.

חתימת המצהיר

אימות חתימה



אני הח"מ _____, עו"ד (מ.ר. _____), מאשר בזאת כי ביום _____ הופיעה בפני מר/גב' _____ ת.ז. _____, ולאחר שהזהרתיו/ה כי עליו/ה להצהיר את האמת וכי יהא/תהא צפוי/ה לעונשים הקבועים בחוק אם לא יעשה/תעשה כן, אישר/ה בפני את תוכן תצהירו/ה לעיל בחתמו/ה עליו בפני.

עו"ד

תאריך

Annex 9

High Income OECD Member Countries

(As defined by the World Bank)

(**) High Income OECD country

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

**	Israel		Turkey
**	Italy	**	United Kingdom
**	Japan	**	United States

Annex 10

Bidder/Foreign Member Financial Capabilities

To: Israel Natural Gas Lines Ltd (INGL)

Re: _____ **(the "Company")**

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

	2020	2021	2022
Turnover			
Cash flow			
Equity	Not relevant	Not relevant	

Annual weighted average turnover over the course of 2020 – 2022 - _____ Euro.

Annual weighted average cash flow over the course of 2020 – 2022 – _____ Euro.

The "**Weighted Average**" is calculated as follows: $(2020*1 + 2021*2 + 2022*4) / 7$.

We, the undersigned, being the independent certified public accountants of the Company, hereby confirm that the information provided above is the same information as appears in Company's financial statements which we have audited.

Full Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Annex 11

Israeli Member Financial Capabilities

To: Israel Natural Gas Lines Ltd (INGL)

Re: _____ **(the "Company")**

3. The Company's **last** audited financial statements **do not** include a "Going Concern" notice.
4. The following amounts are as presented in the audited financial statements of the Company:

	2020	2021	2022
Turnover			
Cash flow			
Equity	Not relevant	Not relevant	

Annual Weighted Average turnover over the course of 2020 – 2022 - _____ Euro.

Annual Weighted Average cash flow over the course of 2020 – 2022 – _____ Euro.

The "**Weighted Average**" is calculated as follows: $(2020*1 + 2021*2 + 2022*4) / 7$.

We, the undersigned, being the independent certified public accountants of the Company, hereby confirm that the information provided above is the same information as appears in Company's financial statements which we have audited.

Full Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Annex 12

Confirmation Regarding In House Production of Main Components

To Israel Natural Gas Lines Ltd.
Tel-Aviv, Israel

We, the undersigned _____ [*Insert name of the Bidder or Foreign Member*], participating as Bidder / Member in the Tender for PRMS[s] for Israel's Gas Transmission Project, hereby confirm that we (or a company in our Control known as _____ Ltd) are the producers of at least two of the following PRMS main components: (i) ball valves; (ii) regulators (PCV) (4" or more); (iii) slam shut valves (3" or more); (iv) meters (ultrasonic/turbine); (v) heat exchangers; (vi) filters (6" or more) ; (vii) pipe spools, as follows:

- _____
- _____
- _____
- _____
- _____

In witness whereof the undersigned have signed on behalf of the Bidder:

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

Annex 13(1)

Confirmation of Engagement With Main Israeli Subcontractors in the Field of Control Systems

To Israel Natural Gas Lines Ltd.

We, the undersigned _____ [*insert name of Bidder*] (the "**Bidder**") and _____ [*insert name of the relevant main subcontractor/Israeli Member*] (the "**Subcontractor**"), hereby confirm that we are engaged in an agreement according to which, should the Bidder be awarded the supply and/or the installation of a PRMS, the scope of work of the Subcontractor shall include (at least) the following tasks:

- Implementing, Update , as as-made of Functional & Logic Description
- HMI – Supply, Application & configuration.
- PLC – Supply, Application & configuration.
- Supply (to PLC panel builder) configure and activate of all switches and media transceivers as per station design requirements.
- Simulation of the software.
- Design and Integration responsibility of all the Control & Instrumentations including IO design , from PLC architecture to full application , logic , loops , IO tests (before FAT , FAT , SAT) as-made documentation of all Control and automation documents
- Electrical connection and configuration of metering system including all communication equipment, flow computers, smart meters, gas chromatograph and analyzers (optional).
- PLC Integration with the SCADA system
- Instrumentation wiring
- Performed Cold commissioning and give Hot commissioning support
- Documentation i.e. drawings & loop diagrams
- Procedures for installation works.
- Service and Maintenance.

IN WITNESS WHEREOF, the parties hereto hereby confirm the above.

Bidder	Main-Sub-Contractor
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Company's Seal: _____	Company's Seal: _____

Annex 13(2)

Confirmation of Engagement With Main Israeli Subcontractors in the Field of Mechanical Installation

To Israel Natural Gas Lines Ltd.

We, the undersigned _____ [*insert name of Bidder*] (the "**Bidder**") and _____ [*insert name of the relevant main subcontractor/Israeli Member*] (the "**Subcontractor**"), hereby confirm that we are engaged in an agreement according to which, should the Bidder be awarded the supply and/or the installation of a PRMS, the scope of work of the Subcontractor shall include (at least) the following tasks:

- Final Positioning, anchoring, Installation and commissioning of Gas PRMS skids at site.
- Pipe site welds for gas and hot water system with welding inspection and NDT (100%)
- Installation and commissioning of gas and Hot Water interconnecting piping including insulation and vent lines.
- Production of vent spools, water pipes on site
- Production and installation of supports
- Strength test all on site produced spools,
- Tightness (Leak Test) on site for the entire gas system, function test, pressure testing the Hot water system, cold commissioning, etc.
- Assistance to hot commissioning.
- Instrumentation installation including material supply.
- Installation and commissioning of Instrument Tubing.
- Procedures for installation works.
- Service and Maintenance.

IN WITNESS WHEREOF, the parties hereto hereby confirm the above.

Bidder	Main-Sub-Contractor
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Company's Seal: _____	Company's Seal: _____

Annex 13(3)

Subcontractor in the Field of Mechanical Installation - Declarations regarding Qualifications & Capabilities

All capitalized terms not expressly defined herein shall have the meaning attributed to them in the Tender INGL/TENDER/2023/53.

We, the undersigned _____ (the "**Subcontractor**") hereby declare as follows, as integral part of _____ (the "**Bidder**") Bid submitted to PRMS Tender (INGL/TENDER/2023/53) (the "**Tender**") hereby undertake and declare the following:

1. We have entered into a subcontractor agreement with the Bidder for the performance of all mechanical installation Works and the supply of all relevant Goods, which shall enter into effect in case the Bidder is awarded any Project under the Tender.
2. On the Last Submission Date, the subcontractor is registered with the Israeli Registrar of Contractors pursuant to the Contractors Registration Law, 1969, and classified as at least level 4 in the 150 or the 500 categories.

A copy of such a certificate is attached.

3. We can and commit to provide service and maintenance all over Israel twenty-four (24) hours a day.
4. Within the last five (5) calendar years the Subcontractor has executed and completed at least three (3) projects with the contract value of at least six (6) million NIS (not inclusive of Israeli Value Added Tax) each, in the field of mechanical installations, as provided below:

Customer Name	Place of the Project	Contract Value	Completion Date	Project Description

In Witness Whereof, we have signed this confirmation,

Name	Authorized Representative	Signature & Stamp
	By: Title: Date:	

Annex 13(4)

Subcontractor in the Field of Control Systems - Declarations regarding Qualifications & Capabilities

All capitalized terms not expressly defined herein shall have the meaning attributed to them in the Tender INGL/TENDER/2023/53.

We, the undersigned _____ (the "**Subcontractor**") hereby declare as follows, as integral part of _____ (the "**Bidder**") Bid submitted to PRMS Tender (INGL/TENDER/2023/53) (the "**Tender**") hereby undertake and declare the following:

1. We have entered into a subcontractor agreement with the Bidder for the performance of all Control Systems Works and the supply of all relevant Goods, which shall enter into effect in case the Bidder is awarded any Project under the Tender.
2. We can and commit to provide service and maintenance all over Israel twenty-four (24) hours a day.
3. The Subcontractor has at least five (5) years of experience in the design, programming, application, running, operation and maintenance of PLC + HMI systems of one of the following configurations: (i) Redundant (unity) 580 MODICON PLC with PULSE HMI system; or (ii) Redundant SIEMENS S7-1500 PLC with Control Maestro HMI system and the completion of at least three (3) running projects of such configurations, as provided below:

Customer Name	Place of the Project	Configuration Description	Completion Date	Project Description

4. We employ at least two (2) programmers and two (2) control and automation project managers (either as employees or as free-lancer) each with at least five (5) years of experience in the operation of the above systems.

Employee Name	Field of Expertise	Employee / Freelancer	Years of Experience

CV' attached.

In Witness whereof, we have signed this Declaration:

Name	Authorized Representative	Signature & Stamp
	By: Title: Date:	
	By: Title:	



	Date:	
--	-------	--

Annex 13(5)

Subcontractor in the Field of Control Systems Financial Capabilities

To: Israel Natural Gas Lines Ltd (INGL)

Re: _____ (the "Company")

5. The Company's **last** audited financial statements **do not** include a "Going Concern" notice.
6. The following amounts are as presented in the audited financial statements of the Company:

	2020	2021	2022
Turnover			

Annual weighted average turnover over the course of 2020 – 2022 - _____ Euro.

The "**Weighted Average**" is calculated as follows: $(2020*1 + 2021*2 + 2022*4) / 7$.

We, the undersigned, being the independent certified public accountants of the Company, hereby confirm that the information provided above is the same information as appears in Company's financial statements which we have audited.

Full Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Annex 14

Specifications And Manufacturer/Brands of Certain Components

1. The Rigid Criteria

Due to the importance and essentiality of the Goods described below in establishing the quality of the PRMS, the Company requires that all Bidders undertake to comply precisely with the specifications regarding such Goods. Pursuant to the Company's requirement for exact compliance with the specifications, the rating of such components will be either one of passing or of failing.

1.1 Pressure Control valves

1.1.1 PCV for reduction lines with outlet pressure of 16 bars and above -The pressure control valves shall meet all of the following requirements. All relevant technical documents supporting the conformity to these requirements shall be provided in Envelope 2 (see section 3.3.2.2):

- Axial type Flow design.
- Integrated with silencer.
- Downstream pressure accuracy class 1 and lock-up pressure class 5 is required under all inlet/outlet flow conditions.
- No continuous gas bleeding to atmosphere is allowed.
- Valve sleeve shall be provided with protection against corrosion (to avoid increasing slip stick effect).
- All elastomeric materials (O-rings, gaskets, membranes etc.) shall be made of Viton and/or Teflon.
- Noise level less than 85 dBA.
- Sizing, noise calculation and inlet velocity calculation of each valve, Pressure drop across respective valve shall be issued with the Contractor Bid.
- Pressure diagram shall be issued with the contractor bid

1.1.2 PCV for reduction lines with outlet pressure up to 16 bars - This equipment shall conform to the specification requirements in paragraph 1.1 above, subject to the following:

- The PCV may be also of non Axial design.
- Gaskets may be made of Viton and /or Teflon and /or Nylon.
- The PCV's diaphragm may be made of Viton or NBR.

1.2 Slam Shut Off Valve

The Slam Shut Off valves (gas) shall meet all of the following requirements. All relevant technical documents supporting the conformity to these requirements shall be provided in Envelope 2 (see section 3.3.2.2):

- Accuracy class 1.
- No continuous gas bleeding to atmosphere is allowed.
- Maximum allowable velocity of 50 m/sec.
- Solenoid valve for remote shut-sown (24 V DC) for each valve shall be provided and will include an intrinsically safe limit switch for close position.
- All elastomeric materials (O-rings, membranes etc.) shall be made of Viton and/or Teflon.
- Gaskets may be made of Viton and /or Teflon.
- The pressure drop through the SSV must be smaller than 0.5 Barg.

1.3 Pressure Safety Valves (PSV)

All the Pressure Safety Valves must be supplied by a manufacturer that maintains or is represented by an experienced maintenance centre/service. Such maintenance centre/service must be approved by the PSV manufacturer for the service and maintenance of the designated PSVs. The maintenance service/centre must:

- be certified in accordance with the ISO 9001 certification; and
- maintain at all times available spare parts; and
- Have capabilities to calibrate, test and issue calibration certificates in accordance with all relevant national standards.

The Pressure Safety valves located downstream the Pressure Control Valves shall be equipped with monitoring device for gas leakage relief valves/discharging indicator.

All relevant technical documents supporting the conformity to these requirements shall be provided in Envelope 2 (see section 3.3.2.2).

1.4 Station Control Systems

The Bidder must supply the Company with a redundant Station Control System (PLC) of one of the following approved manufacturers:

- Modicon type M580 redundant, CPU BMEH582040 (or later revision approved by INGL);
or
- S7-1500, CPU1517 H – 3PN with IM 155-6-PN-R1 remote IO family only
The approved manufacturers for the human Interface (HMI) are the last version one of:
 - PULSE
 - or
 - CONTROL MAESTRO.

As a part of the Ffuture RFQs the bidders will submit for approval of INGL the professional curriculum vitae of at least two Control programmers and two Control and Automation project managers that are intend for the specific PRMS project as described in item 3.3.1.4.3 of the Instruction to bidders document.

1.4 Metering system

The whole metering system including GC, FC, Turbine meters, Ultrasonic meters or/and any other types of metering equipment will be configured activated commissioned integrated and tested by specialized and officially certified (by the equipment manufacturers) technicians on behalf the PRMS Contractor.

As a part of the future RFQ, the bidders will submit valid official certificates of the equipment manufacturers for the specialized technicians who are intended to configure, activate, commission, integrate and test the whole metering system in full compliance with the INGL metering department requirements.

2. Approved Manufacturers

The bidder shall supply the station equipment from the following table of approved manufacturers:

Description	Approved Manufacturers
Safety Blow-off Valve	Tyco, Crosby, Leser

Description	Approved Manufacturers
Pressure relief valve	Fiorentini, Honeywell
Tubing Fittings	HAMLET
Transmitters (Temperature, Pressure and DP)	ROSEMOUNT, YOKOGAWA, ABB, HONEYWELL
Water Slam-Shut Valve	Honeywell
Pump	Grundfoss, WILO, LOWARA
3-way valve (Mechanical part)	Samson, Gestra, Valvitalia, SPIRAX SARCO
Ultrasonic Meter	RMG, SICK, , KROHNE ALTOSONIC V12
Turbine Flow Meter	RMG, ACTARIS, ELSTER
Volume Correctors/Flow computers	RMG, OMNI, SpiritIT, SICK
Gas Chromatograph Control Unit (option)	RMG, ABB, SIEMENS
Slam-Shut Valve	Honeywell, Fiorentini, Mokveld
Pressure Regulator Axial flow	Honeywell, Mokveld
Pressure Regulator Z type	Honeywell, Fiorentini,
Gas boilers	OECD high Income manufacturer
Burners	WEISHAUPT, CIBUNIGAS
PLC/ HMI	Modicon, Siemens / Pulse, Control Maestro, WinCC
Electrical valve actuators	AUMA, ROTORK

Description	Approved Manufacturers
Firefighting System	SIMPLEX, Tyco, Telefire
Smoke and Fire detectors	Siemens, Simplex, Telefire
Active smoke detector	Icam
Flame detectors	Spectronix
Gas Detection	Teledyne Gas & Flame Detection (Oldham Simtronics), Drager
Acoustic Gas Leak Detector	MSA (Gassonic) , MetCam(ci-systems)
UPS	TADIRAN(AVIEM), GAMATRONIC -UNIROM, SOMET (DELTA)
Safety barriers / isolators	PEPPER&FUCHS, PR, GM

The Company may, at its sole discretion, modify the above list of approved manufacturers and brands. If a Bidder wishes to offer the Company brands and/or manufacturers of Goods, other than those listed above, it may do so by submitting them for the approval of the Company, **by no later than the last date submission of questions regarding the Tender Documents**, along with all relevant information. Such offers, if made, shall be deemed as acceptable with the Company only if the Company issues an amendment to the above list of approved manufacturers and brands, incorporating the manufacturers and/or brands offered. Any amendments and clarifications issued by the Company regarding the approved shall become an integral part of the Tender Documents and be deemed incorporated therein.

In witness whereof the undersigned have signed on behalf of the Bidder:

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

Annex 15

Bidder / Foreign Member Past Projects Experience Table

(This table shall be submitted in Envelope 1 as part of the Threshold Requirements and in Envelope 2 as part of the Evaluation Criteria)

(Please fill and sign as required below)

	Project 1	Project 2	Project 3	Project 4	Project 5
Name of Client					
PRMS Project Name					
Client is a Natural Gas transmission system operator or operate power plants which are 50 MW or more?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Project Location (current High Income OECD Member countries)					
PRMSs Flow Rate? (Minimum capacity of 20,000 Nm³/h)					
Project designed in accordance with European standards?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No

Gas PRMS Inlet Value (at least 40 barg)					
Works Start Date					
Works Completion Date					
Bidder/Foreign Member successfully completed the design engineering, production and supply	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No

	Project 6	Project 7	Project 8	Project 9	Project 10
Name of Client					
PRMS Project Name					
Client is a Natural Gas transmission system operator or operate power plants which are 50 MW or more?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Project Location (current High Income OECD Member countries)					

PRMSs Flow Rate? (Minimum capacity of 20,000 Nm3/h)					
Project designed in accordance with European Standards?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Gas PRMS Inlet Value (at least 40 barg)					
Works Start Date					
Works Completion Date					
Bidder/Foreign Member successfully completed the design engineering, production and supply	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No

We further provide within Envelope 2 of our Bid for each of the above Projects the following documentation:

1. Process flow diagrams (PFD);
2. Process and instrumentation diagrams (P&ID);
3. Start and finish date and contact details regarding each project;
4. Any other information that the Bidder may deem to be relevant.

Bidder's Confirmation


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

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

Annex 16

Sample Agreement

TENDER No. INGL/TENDER/2023/53

1	18.12.2023	Draft	GH	SY	TC		
Rev. No.	Date	Description	Prepared	Checked	Approved		Approved
			Document Title				
			Agreement for PRMS				
Company Representative : Ms. Shosh Yaacoby			Area Code: GEN				
Project no. :			Document-No.				Rev.
Purchase Order No. :							
Contractor Representative :			_____				1
Document Originator : Ms. Shosh Yaacoby							

Project Title: Israel Gas Transmission Project
Document Title: Agreement for PRMS

Revision: 1 Date: 18.12.2023

Document No.: _____

AGREEMENT

This Agreement (the "**Agreement**") is made as of _____ by and among **Israel Natural Gas Lines Company Ltd.** (the "**Company**") an Israeli governmental owned private company having its registered office at Migdal Atidim no. 8, Kiryat Atidim, Tel-Aviv 6158101, Israel, of the one part; and _____ (the "**Contractor**") an _____ company/joint venture having its registered office at _____, and [_____] and [_____] (collectively referred to as the "**Constituting Entities**") (in case of a JV Contractor) of the other part.

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

Whereas the Company conducted a tender process for the selection of Approved Contractors for the Design, Manufacture, Supply and Supervision of Installation of PRMS (Tender No. INGL/TENDER/2023/53) (the "**Tender**"), which was followed by a Request for Quotations by and among any of the Approved Contractors regarding Project _____ (RFQ No. _____) (the "**RFQ**"); and

Whereas in the framework of the RFQ process the Contractor and the Constituting Entities (if applicable) submitted an offer to the Company; and

Whereas the Company accepted the bid of the Contractor and the Constituting Entities (if applicable) and as a result the parties hereto wish to enter into this Agreement and all its ancillary documentation.

Now, Therefore, the parties hereby agree as follows:

1. The foregoing preamble and the following documents attached hereto shall constitute an integral part of this Agreement and the Parties shall observe and abide by them.
 - (a) Annex A (attached on CD only) –The General Conditions of the Design, Manufacture, Supply and Supervision of Installation of the Pressure Regulating and Metering Stations (the "**General Conditions**") and the following exhibits attached thereto:
 - (i) Exhibit A – Purchase Order Form for PRMS.
 - (ii) Exhibit B – Completion Certificate.
 - (iii) Exhibit C – Frame Schedule (shall be attached to the RFQ).

- (iv) Exhibit D – Insurance Certificate.
 - (v) Exhibit E – Performance Guarantee.
 - (vi) Exhibit F – Release Form.
 - (vii) Exhibit G – Take-Over Certificate.
 - (viii) Exhibit H – Advance Payment Guarantee.
 - (ix) Exhibit I – Health, Safety and Environment Requirements.
 - (x) Exhibit J – Security
 - (xi) Exhibit K – INGTS Map
 - (xii) Exhibit L – Installation order form for PRMS installation Works
 - (xiii) Exhibit M – Installation Advance Payment Guarantee
 - (xiv) Exhibit N – Foreign Supplier's Industrial Cooperation Undertaking
 - (xv) Exhibit O-1 - O-3 – Contractor'S Agreements with Main Israeli Subcontractors (Clause 3.3 of the General Conditions)
 - (xvi) Exhibit P – Terms of Payments
 - (xvii) Exhibit Q – Contractor's Obligations Pursuant to INGL'S License and its Financing Agreement with the State
 - (xviii) Exhibit R – Deceleration Regarding No Conflict of Interest
 - (xix) Exhibit S – INGL Ethical Code for Contractors and Suppliers
 - (xx) Exhibit T - Declaration regarding Confidentiality Non-Use of Inside Information
- (b) Annex B – The Bill/s of Quantities
- (c) Annex C – The Technical Volumes, the Table of Contents of which is set forth therein.
- (d) Annex D – The Instructions to Bidders including all its annexes, Clarifications & Amendments (if issued) in the Tender Process and all other documentation submitted to the Company by the Contractor in the framework of the Tender process, including, without limitation, the Bid submission; The RFQ and Clarifications & Amendments to the RFQ (if issued by the Company) (attached in CD only).
2. The several documents forming the Contract are to be taken as mutually explanatory, but in case of ambiguities, this Contract shall prevail over all other documents of the GTC and the RFQ

documents shall prevail over the original Tender Documents. In case of ambiguities between the documents of the General Conditions, the priority of the documents shall be as provided for in the General Conditions.

3. Capitalized terms not defined herein shall have the same meaning set forth in the General Conditions.

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

<p>Israel Natural Gas Lines Company Ltd.</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Company's Seal: _____</p>	
--	--



<p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Company's Seal: _____</p>	<p>_____</p> <p>Constituting Entity (if applicable)</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Company's Seal: _____</p> <p>_____</p> <p>Constituting Entity (if applicable)</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Company's Seal: _____</p>
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Annex 17 – ISO 14001 (or Equivalent) Certification Compliance

To
Israel Natural Gas Lines Company Ltd.

Name of the Bidder / Foreign Member (in case of a JV Bidder)	
---	--

We the undersigned:

Name	Position in the Bidder / Foreign Member (in case of a JV Bidder)

hereby declare in the name of the above entity as follows [*please mark the relevant choice*]:

- The Bidder / Foreign Member (in case of a JV Bidder) has in place a valid ISO 14001 certificate or comparable Certificate (such as ESG (Environmental, social and governance), SRI (socially responsible investing, SASB (Sustainability Accounting Standards Boards) or similar) (the "Certification") [*please find attached a copy of the Certification*].
- The Bidder / Foreign Member (in case of a JV Bidder) has already applied to an accreditation body to receive the Certification, as follows:

Name of the accreditation body:	
Date of application:	
The applied standard:	

We acknowledge that comparability shall be determined by you at your sole discretion.



We undertake to provide the Company with a valid Certification within 1 year after being declared as an Approved Contractor.

Confirmation

We, the undersigned, confirm the above details, on behalf of the Bidder/Foreign Member (in case of a JV Bidder):

Name of Bidder / Foreign Member (in case of a JV Bidder)	Name of authorized representative	Signature & Stamp
	By: Position: Date:	



Annex 18

Sanctions Compliance Questionnaire

Section I: Entity Information

Legal Name of Entity:	
Business Address:	
City:	
State/Province:	
ZIP/Postal Code:	
Country:	
Business Phone Number:	
Email Address:	
Website (if applicable):	
Tax ID/SSN/EIN:	
Legal Structure (e.g., corporation, partnership, individual):	
Nature of Business/Activities:	
Regulatory Authorities (if applicable):	

Section II: Entity Verification

Registered Legal Name of the Entity:	
Registration/Incorporation Number:	
Country of Incorporation/Registration:	
Date of Incorporation/Registration:	

Please attach a clear, legible copy of the identification document(s) for the following: Certificate of incorporation/registration, articles of association, or equivalent documents.

Identification Document(s) Provided:	
Please provide the names of the institution's Board of Directors and Management Board (in the case of a two tier structure), and time served in this position:	

Section III: Compliance

Please provide complete and accurate answers to the following questions. Use a separate sheet of paper if necessary.

1. Do you have any current or planned Business Activity² involving individuals, entities or organizations which are currently targeted by sanctions administered by the following jurisdictions: Israel, the United Nations, the United Kingdom, the European Union or the United States?
2. Do you, or any of your Related Parties³ have any presence in Cuba, Iran, Lebanon, North Korea, Russia or Syria? Do you conduct business with the government or any government body or agency in any of the foregoing jurisdictions? If yes, please provide details.
3. Do you or any of your Related Parties, have any presence or conduct Business Activity in any of Belarus, Russia or the Crimea, Luhansk or Donetsk regions of the Ukraine? Do you conduct business with the government or any government body or agency of any of the foregoing jurisdictions? If yes, please provide details.
4. Have you or any Related Party been subject to any OFAC-related sanctions or investigations? Please specify details, if applicable.
5. Do you or your Related Parties currently or plan to produce, import, export or deal in any goods, software or technologies that are considered dual-use? If yes, provide details and copies of any applicable licenses.
6. Do you or your Related Parties intend to resell or transfer dual-use or military goods to third parties? If yes, please provide details of the intended recipients and their respective end-uses.
7. Have you implemented internal procedures and controls to ensure compliance with applicable export control laws and regulations, including those related to dual-use or military goods? Please provide details.
8. Have you implemented internal procedures and controls to ensure compliance with applicable anti-bribery and anti-corruption laws and regulations? Please provide details.

² Business activity includes sources of revenue, operations, suppliers, customers, agents, origin or shipping of goods and interactions/exposure to state owned or controlled entities, investments in bonds and/or securities or the presence of significant assets.

³ Related Parties include but are not limited to, subsidiaries, affiliates, branches, joint ventures, beneficial owners, members of the board of directors or management board, trustees and settlors/grantors/founders.



9. Are you aware of and compliant with international trade restrictions and embargoes imposed by relevant jurisdictions, including those pertaining to dual-use or military goods? Please provide details.