

18/12/2023	Final	GH	DC	TC
Date	Description	Prepared	Checked	Approved
	Document Title Public Tender for Intelligent Pigging of High-Pressure Natural Gas Pipelines Instructions to Bidders ("ITB") (INGL/TENDER/2023/61)			
	Document-No. 467780			Rev. 1

Document A - Invitation to Submit Bids

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1. Introduction

- 1.1. Israel Natural Gas Lines Ltd. ("**INGL**" or "**Company**"), a governmental company fully owned by the State of Israel, operates under the auspices and regulation of the Israeli Natural Gas Authority, in accordance with the Israeli Natural Gas Market Law, 2002 (the "**Natural Gas Law**"), and is authorized, licensed, and responsible for erecting and operating the Israeli national gas transmission System.
- 1.2. The Company hereby invites Bidders who fully comply with the threshold requirements set forth below, to submit Bids for the provision of Intelligent Pigging Inspection services on high pressure gas Pipelines all as defined more specifically in the Technical Volumes and the provision of other related services all as set forth in the Contract, in accordance with the terms and conditions set forth in the Tender Documents, which shall direct the Bidders with respect to all aspects of the preparation of their Bids, including the technical and financial information to be submitted.
- 1.3. Quotations for specific Intelligent Pigging projects – Short Term

The Bidders are invited within this Tender procedure to submit Quotations for the Intelligent Pigging to the following pipeline segments (Short term forecast):

	Segment of Pipeline	Pipeline Diameter (Inch)	Estimated Length (km)	Execution forecast
1	Aorer – Sdom	18"	60	Q2 / 2024
2	Reading – Dor (Offshore)	30"	62	Q4 / 2024, Q1 /2025 (*)
3	Ashdod – Reading (Offshore)	30"	35	Q4 / 2024, Q1 /2025 (*)
4	Ashdod – Sorek	30"	22	Q4 / 2024, Q1 /2025 (*)

(*) The execution of intelligent pigging of these pipeline segments is an option of the Company at its sole discretion.

1.4. **Intelligent Pigging Projects – General Forecast - Long Term**

Further to the projects included in Clause 1.3 above, the general intelligent pigging projects **forecast to execute in the following years as an option of the Company with the successful Bidder in the Tender, included in the Contract**, at its sole discretion, is presented in **Annex A1**.

1.5. The execution of the Services, including the Time Schedule and any future request for quotations, is subject to certain approvals including budgetary approval of the relevant authorities and the client.

1.6. **The Company may disqualify from participating in the Tender a Bidder due to the Company's negative experience of the services provided by such Bidder (including individuals/entities connected thereto).**

1.7. **War Implications**

This Tender is being issued while the influence of the ongoing war between the State of Israel and terrorist organizations in Gaza is evident. The Company anticipates that such a state of hostilities will end prior to the time set for issuing the Commencing Work Order to any of the Projects. However, if at the time set for issuing the Commencing Work Order there still exists a state of war (as determined by the relevant Israeli governmental ministries) and such hostilities hinder or substantially impede the execution of the Works, the Company shall delay the issuance of the Commencing Work Orders for such Project and the Time Schedule will be postponed accordingly. The Company may also issue a partial Commencing Work Order for the part of the Works that can commence. The Contractor shall not be entitled to additional consideration due to the above.

2. Definitions

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

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

- a) In which such company directly or indirectly controls more than 50% of the registered share capital or rights to vote; or

- b) Which directly or indirectly controls more than 50% of the registered share capital or rights to vote of such company; or
 - c) Of which an entity in the above-mentioned Clause b) controls directly or indirectly more than 50% of the registered share capital or rights to vote.
- 2.2. **Bid** – A proposal submitted by a Bidder, comprised of E-MAIL 1 and E-MAIL 2, according to Clause 12 below.
- 2.3. **Bidder** – Any single legal entity who submitted a Bid according to the terms and conditions of this Tender.
- 2.4. **Company** - The Israel Natural Gas Lines Ltd.
- 2.5. **Contract Period** – a period of 5 years commencing on the date the Company shall sign the Contract with the Contractor and any option periods as provided in the Contract (i.e. option for an additional 2 years).
- 2.6. **Contract** or **Agreement** – The document of the Contract attached hereto as Document B and all annexes thereto that will be signed between the Company and the Contractor.
- 2.7. **Contractor** – the Bidder that shall be awarded the execution of the Services under this Tender.
- 2.8. **Day** - a calendar day according to the Gregorian calendar.
- 2.9. **Deviation** – unauthorized change, omission, reservation, condition and/or addition made by a Bidder to the Tender Documents, in any way, manner and/or scope (including in the Bid itself).
- 2.10. **Key Personnel** – Bidders suggested personnel for compliance with Clause 11.4 below.
- 2.11. **Laws** – all laws, ordinances, regulations, orders, including municipal by-laws, procedures and permits, directives, specifications, safety requirements, and decisions of any Ministry of the Government of Israel or other competent authority of the State of Israel and all rules, applicable standards and administrative orders

in effect in the State of Israel, all as may be amended and updated from time to time.

- 2.12. **Pipeline** - Shall mean the Pipelines, for the transmission of Natural Gas to be inspected using internal in-line intelligent pigging technology.
- 2.13. **Project** - Intelligent Pigging Inspection services on high pressure gas Pipelines, and associated work, all as defined more specifically in the Contract and in the Technical Volumes and the provision of other related services all as set forth in the Contract. The Pipelines are to be inspected by the Contractor to measure any ovality, dents, buckles, bore restrictions, etc. and to confirm the absence of any geometrical anomalies which may interfere with the running of the Magnetic Flux Leakage in-line. The Pipelines are to be inspected using the Magnetic Flux Leakage (MFL) technique to achieve full detection and sizing accuracy for metal loss features in the body of the Pipeline including but not limited to General Metal Loss, Pitting, and Axial grooving. The Inspection Tools will pass through the Pipelines driven by the natural gas flow in the Pipelines. The Company shall have the option to use the TFI (Transverse Field Inspection) and/or INS (Internal Navigation System) tools, if quoted in the Contractor's Bid.
- 2.14. **Quality Score** – The grade granted to the Bid following the quality evaluation process in Clause 16 below.
- 2.15. **Quotation** – A price proposal submitted by a Bidder, comprised of E-MAIL 2, according to Clause 0 below.
- 2.16. **Services** – Means all services in connection with the Project, which are to be provided and/or performed by the Contractor in accordance with the Contract and all documents ancillary thereto.
- 2.17. **System** – The Israeli high pressure natural gas transmission system constructed and operated by the Company.
- 2.18. **Sub-Contractor** - legal entity other than the Bidder, that fulfils and complies with the requirements for sub-contracting specific part of the Services, as set forth in

this Tender and/or the Agreement and/or the Technical Volumes, that shall execute any part of the Services as a sub-contractor of the Contractor.

2.19. **Technical Volumes** - The Specifications, together with all of its annexes as per **Annex B** of the Contract.

2.20. **Tender** – This tender process.

2.21. **Tender Documents** – The documents in accordance with which the Bidder is required to submit its Bid, including this document and all the documents attached hereto.

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

2.22.1. Headings are for convenience only and do not affect interpretation;

2.22.2. Words in the singular include the plural and vice versa;

2.22.3. A reference to “includes” or “including” means “includes, without limitation” or “including, without limitation”, respectively;

A reference to a right or determination, to be made or act, decide or not, by the Company, means, the sole and absolute discretion of the Company.

3. General Information

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

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

3.1.2. The Company is also in charge of the operation of the System, including the transmission of natural gas from natural gas suppliers to consumers.

3.1.3. The Company's development plan for the coming years includes, *inter alia*, the construction of new pipeline sections of the System and PRMSs, the doubling of existing pipeline sections (including block valve stations and PRMSs), compressor station, and connecting the System to governmental

and private power plants, industrial zones, plants and privately owned low-pressure natural gas distribution systems, and other energy related activities including underground storage, energy feasibility studies etc.

3.1.4. The design, construction and operation of the System are under the regulation and supervision of the Israeli Natural Gas Authority ("**NGA**") that has the right to inspect and overlook all aspects of the System at all times, and the Bidder undertakes to comply with its instructions.

3.1.5. As of June 2018, parts of the Company's bonds are traded in the Israeli stock exchange.

3.2. The System

3.2.1. The System constructed and operated by the Company includes, inter-alia, on-shore and off-shore pipeline and facilities, LNG buoy, receiving terminals, block valve stations and PRMSs, spread all over the State of Israel.

3.2.2. The existing System, as constructed by the Company, includes approximately 850 km of high pressure natural gas pipeline of various diameters up 36", 2 receiving terminals, 106 block valve stations, approximately 53 PRMSs and a LNG buoy.

3.2.3. In addition, currently under construction or about to begin construction during 2023 are approximately 140 km of up to 36" high pressure natural gas pipeline, including 42 km offshore section, 12 block valves stations and 8 PRMSs. Under design are an additional 140 km, 6 PRMSs and a compressor station.

3.2.4. The Company shall continue to develop the System over the coming years in accordance with market demands and subject to regulatory approval granted from time to time.

3.2.5. Typical pipeline Projects entails the construction of dozens of km of pipeline, block valve stations along the line, civil engineering, mechanical installation works, and rehabilitation works, usually over 12 – 24 months period to each Project.

- 3.2.6. More about the Company and its activities can be viewed at its website: www.ingl.co.il.
- 3.2.7. The execution of Projects by the Company is subject to the approval of certain official organs of the Company, including budgetary or other approvals of the relevant authorities and the clients, which may result changes in the works and time schedules. Bidders (including the Successful Bidders) shall have no claim regarding the above.

4. General Description of the Services

- 4.1. The Contractor shall provide the Services in accordance with the Tender Documents and the scope of services as provided in the Technical Volumes attached as **Annex B4** to the Agreement.
- 4.2. Without derogating the above, the Services below shall be carried out by the Contractor and Key Personnel and shall *inter alia* include mainly:
- 4.2.1. Survey of Pipelines which shall include Cleaning and gauging the Pipelines to be inspected with equipment and procedure to be approved by the Company; Gauge Plate Pig and/or Caliper survey Tool of each Pipeline in order to measure any ovality, dents, buckles, bore restrictions, etc. and to ensure that the passage is free for the MFL tool; Metal Loss survey using the MFL Tool in order to achieve full detection and sizing accuracy of metal loss features in the structural metal of the pipeline.
- 4.2.2. An option for the use of a TFI tool and/or an INS x,y,z mapping tool.
- 4.2.3. All pigging equipment types shall include transmitter battery lifetime of at least 5 days as a minimum requirement.
- 4.2.4. Project management and site visit prior to commencement of the Services.
- 4.2.5. Preparation of Operational Procedures and plans as defined in the Technical Volumes, such as and not limited to: pigging run procedure, contingency plan, hydraulic test report together with hydraulic Dynamic Simulation for each pipeline segment separately.
- 4.2.6. Inspection Tool preparation, calibration, testing and certification.

- 4.2.7. Mobilization of all equipment and personnel to Israel (incl. customs clearance) and Demobilization from Israel, after receiving Company approval.
- 4.2.8. A daily report including a short summary of all actions performed relating to the Services.
- 4.2.9. Verification of raw data on site. Preliminary report of such data will be submitted to Company after performing the MFL Tool run and before leaving Israel. In the event of any loss or damage to the data, which is not caused due to actions or omissions of the Company, Contractor will repeat all necessary steps at Contractor's expense to retain the full and complete data for providing preliminary report and Final Report.
- 4.2.10. Declaration of the Contractor that it has acquired all data required for providing the Final Report (as defined below) to the Company.
- 4.2.11. Data evaluation and final report shall be provided after the completion of the Services and in any event within a maximum period of 90 days from the date of Demobilization ("**Final Report**").
- 4.2.12. Presentation by Contractor's Key Personnel of the Final Report in the Company's offices in Israel.
- 4.2.13. The general time frame, regulating each pipeline segment inspection activity, shall be according to the Frame Schedule in **Annex A1** to the Technical Volume for Intelligent Pigging - Operational Provisions (doc. no. 469092).

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

- 4.3. It is the responsibility of the Contractor to ensure compliance with the Tender Documents, its associated specifications and all other relevant international and local standards, statutory requirements and industry best practice.

- 4.4. It is the responsibility of the Contractor to identify relevant local rules and regulations and comply with them, obtain all necessary permits and coordinate the execution of the Services with all relevant governmental and local authorities.
- 4.5. The Contractor shall be responsible for ensuring permits for all personnel and/or equipment as required, in a timely manner, and that entry permissions and all other legal and operational procedures are addressed by the Contractor in a manner that shall allow the Services to commence and be completed on time and without delay. The Contractor shall not be entitled for any additional consideration.
- 4.6. Company's Option to Expand the Services and Order Additional Services

The Company shall be entitled entirely at its discretion to increase the scope of the Services within a Project at any time and for any reason, up to a maximum 100% of the original Services scope for that Project and to order the Contractor to provide the Services to additional Projects as determined by the Company.

The prices for such expended Services and/or for additional Projects shall be in accordance with the prices set forth in the Price Tables.

5. The Qualification Process of this Tender

The evaluation process consisting of 3 stages, as follows:

- 5.1. **1st Stage – Threshold Requirements** - the Threshold Requirements for participating in this Tender are set forth in Clause 12 below. A Bidder that falls short of meeting any of the Threshold Requirements shall not progress to the next stage of the Tender.
- 5.2. **2nd Stage – Quality Evaluation** - Bidders that comply with the Threshold Requirements shall be further evaluated in accordance with the Quality Evaluation Criteria set forth in Clause 16.2 below.
- 5.3. **3rd Stage – Price Evaluation** – the Commercial Proposals of the Bidders that complies with the Threshold Requirements and Quality Evaluation Criteria shall be opened and graded in accordance with Clause 16 below.

- 5.4. Thereafter each Bidder shall be given its Final Score consisting of its Quality Score (80%) and its Price Score (20%); all as provided for in Clause 16 below.
- 5.5. Subject to all Company powers and discretion as provided for herein and under the Laws, the Bidder that shall receive the highest weighted Final Grade (Quality and Price Score) shall be awarded the execution of the Services.

6. Time Schedule for the Tender Process

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

	<u>Description</u>	Deadline
a	Last date for submission of queries and requests for clarifications regarding the Tender	January 31th 2024, 16:00 (Israel time)
b	Last date for submission of Bids (" Last Submission Date ")	No later than March 18th ,2024 at 17:00 (Israel time)
c	Bid valid until	August 31th, 2024 (including)

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

7. Submission Deadline & Place

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

- 7.2. **E-MAIL 1 and E-MAIL 2** shall be sent to the following e-mail addresses only titled as described below, **by no later than the Final Submission Date in Clause 6 above:**

c-tender@ingl.co.il

Yuvald@sfa.law

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

8. Bidders' Requests for Clarifications

- 8.1. Bidders are entitled to contact the Company in writing, and submit a request for clarifications regarding the Tender. Such requests shall be directed to the Tender Coordinator via email: c-tender@ingl.co.il.
- 8.2. The Company shall be entitled, at its sole discretion, to reply or not to reply to requests for clarifications. The Company's responses to the requests shall be furnished by written addendum to all registered Bidders, without disclosing the identity of the Bidder who submitted the request. No Company response shall be binding unless it is issued by written addenda as part of the Tender process and sent to the Bidders.
- 8.3. All Bidders shall confirm in writing the acceptance of all addenda. All such addenda and all other amendments and clarifications issued in writing by the Company regarding the Tender shall be signed and submitted by the Bidders as part of their Bids shall be an integral part of the Tender Documents (even if were not signed by the Bidders).

9. Contact Details and Availability of Documents

- 9.1. The Tender Documents are available online on the Company's Website (www.ingl.co.il).

- 9.2. Until the Last Submission Date Bidders are required and recommended to enter the Tender portal at the Company's Website (www.ingl.co.il) (under "Tenders/Publication" tab) daily and check for updates and information issued by the Company.
- 9.3. Bidders shall send via e-mail to the Tender Coordinator their contact details, including the details of the person who shall be authorized to contact the Company in the name of the Bidder during the Tender process (the "**Contact Person**"), in the form attached as **Annex A2**.
- 9.4. Only Bidders that shall register with the Company and provide their contact details shall receive updates, clarifications and amendments regarding the Tender.

10. Preparation of Bids

- 10.1. Bidders are required to prepare their Bids in full conformity with this Tender ("**Compliant Bid**").
- 10.2. 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.
- 10.3. **Bidders may not deviate in their Bids from the instructions of the Tender**, unless prior permission has been specifically granted in writing by the Company. The Company may, at its sole discretion, disqualify any Bid containing any such Deviation/s or demand that the Bidder amend its Bid, as set out below.

11. Threshold Requirements

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

11.1. Bidder's Structure

- 11.1.1. The Bidder must be an entity duly organized and validly existing under the laws of the jurisdiction in which it was organized.
- 11.1.2. The Bidder shall be **one legal entity** and **shall not** be either a Joint Venture or Consortium or an unregistered partnership.

11.1.3. The **Bidder itself** must comply with the Threshold Requirements, unless explicitly stated otherwise in the Tender.

11.1.4. Affiliated entities **may not** submit more than 1 Bid in the Tender.

11.2. Bidder's Professional Experience

11.2.1. The Bidder holds at least 10 years' experience in providing Intelligent Pigging Inspection services for high-pressure Natural Gas transmission systems.

11.2.2. The Bidder successfully executed during the period as of 2015 until the Last Submission Date at least **7 projects** of intelligent pigging of MFL type of Natural Gas pipelines of 16" to 54" diameter, from which at least 2 projects of length of **at least 25** kilometers each and at least 1 project is of 30" diameter or higher, that were **inspected continuously** (nonstop run). All or part of the abovementioned projects may have been performed for one or more clients.

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

11.3. ISO Certificate

The Bidder holds ISO 9001 certificate or a comparable certificate, valid on the Last Submission Date.

11.4. Key Personnel

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

- 11.4.1. Project manager with at least 3 years of experience as the principal project manager of intelligent pigging projects of high-pressure natural gas pipeline. Such experience shall include managing during the above period, at least 3 intelligent pigging inspection projects of at least 16" diameter high-pressure natural gas pipeline by MFL Tool, from which at least 1 project is of at least 30" diameter.
- 11.4.2. Data analyzer with at least 3 years of experience as Data analyzer of MFL tests in intelligent pigging projects and of writing a final report analysis, as data analyzer. The experience shall include writing final reports, during the above period, of at least 3 intelligent pigging inspection projects of gas pipeline by MFL Tool.
- 11.4.3. Site data analyzer with at least 2 years of experience as data analyzer of analyzing MFL tests in intelligent pigging projects and of writing an initial report, as site data analyzer. The experience shall include writing initial reports, during the above period, of at least 3 intelligent pigging inspection projects of gas pipeline by MFL Tool.
- 11.4.4. **Each** of the proposed Key Personnel shall also comply with all the following:
 - 11.4.4.1. Shall be Fluent in the English language (Speak, read & write).
 - 11.4.4.2. Bidder/Affiliate/Acquired corporation's employee or provides services to the Bidder/Affiliate/Acquired corporation as a freelance.

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

Please note that during the Contract Period the Services of additional Personnel may be required. Subject to the Company's prior notice and approval the Contractor shall be required to provide additional Key personnel who meet the above requirements.

11.5. Financial Strength

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

11.5.2. The Weighted Average annual turnover of the Bidder for the last 4 years according to the Bidder's audited financial statements for the years 2019 – 2022 or 2018 - 2021, was not less than 2.5 million Euro; and

11.5.3. The Weighted Average yearly cash flow from operating activities for the last 4 years 2019 – 2022 or 2018 - 2021, according to the **last** audited financial statement of the Bidder, was positive or, if negative, less than 25% of its equity for the end of 2022 the year of the **last** audited financial statement of the Bidder.

11.5.4. For the purpose of Clauses 11.5.2 - 11.5.3 above the "**Weighted Average**" shall be calculated as follows: $(2019*23 + 2020*23 + 2021*23 + 2022*31$ or $2018*23 + 2019*23 + 2020*40 + 2021*31) / 100$.

11.5.5. Parent Company Reliance

For the purposes of compliance with the requirements set forth in Clause 11.5 above, a Bidder may rely upon a parent company holding, directly or indirectly, more than 50% of the voting power in the Bidder or the power to appoint more than 50% of its directors ("**Parent Company**").

11.6. Equipment

The Bidder possesses a MFL Tool, a Caliper Tool & a Gauging Plate Pig and a Cleaning Pig & Data analyzing software, each such Inspection Tool suitable for Pipelines of 10", 12", 18", 24", 30" and 36" diameter.

11.7. General Threshold Requirements

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

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

12. Structure of the Bids - Two Parts

12.1. Bidders are required to prepare their Bids in full conformity with this Tender, in an accurate and detailed manner, disclosing all the information requested, as well as any additional information required to clarify, substantiate, and support the Bid.

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

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

12.4. E-MAIL 1 (professional Proposal)

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

12.4.1. Table of contents

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

12.4.2. Legal Structure

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

12.4.3. Bidder's profile and Organizational chart

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

12.4.4. Documentation regarding Past Experience of the Bidder

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

- The information in form **Annex A7(1)** shall be used to verify the compliance of the Bidder with the Threshold Requirement regarding professional experience.
- The information in forms **Annex A7(2)** shall be used to evaluate the Bidder and its Proposal as part of the Evaluation Stage.
- The Bidder shall support past experience projects included in Annexes A7 by the relevant clients' (at least 2 Clients) approval for the successful execution of intelligent pigging services, including complete nonstop run of MFL Tool, and data analyzing.

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

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

12.4.5. Project organization chart

Flow chart of the structure of the Project's team, including the key personnel mentioned in Clause 11.4 above.

The Company shall be entitled to request a Bidder to amend the chart and resubmit it.

12.4.6. Documentation regarding Bidder's proposed Key Personnel

12.4.6.1. A detailed description of the Bidder's proposed Key Personnel in Clause 11.4 above, demonstrating their compliance with the Threshold Requirements, to be presented in the forms attached hereto as **Annexes A8 - A10.**

The forms regarding each of the Key Personnel shall be signed by the relevant person as confirmation of the details described

thereto and of his consent to be employed by the Bidder in the management and execution of Services for the Company, should the Bidder be awarded for providing the Services.

The forms shall be accompanied by a **detailed CV and supporting documents and required certifications** evidencing qualifications (including academic diplomas etc.) and professional training.

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

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

12.4.7. Equipment

- 12.4.7.1. Detailed description of the Inspection Tools to be used by the Bidder for the performance of the Services in the form attached as **Annex A7(3)**.
- 12.4.7.2. A **Demo Version** of his reporting software (referring to the hydraulic dynamic simulation) complying with the Technical Volume for Intelligent Pigging (doc. no. 469078) included in the Technical Volumes.
- 12.4.7.3. The equipment shall comply with both the provisions of the POF Standard Practice (Specifications and requirements for in-line inspection of pipelines) (Latest Revision), and the Technical Volumes of the Company's included in this Tender.

The Inspection Tools and equipment to be used by the Contractor for the performance of the Services shall be the same Inspection Tools and equipment for which it had provided

the technical and specific information as set forth above in the Bid.

12.4.8. Detailed Time Schedule

Bidder shall submit a detailed weekly time schedule (Gantt) based on the frame schedule attached as **Annex 1** to the Technical Volume for Intelligent Pigging - Operational Provisions (doc. no. 469092) included in the Technical Volumes.

The Gantt shall include detailed times for the performance of each Run of the Project, considering at least one Run for each day. The Company shall be entitled to request a Bidder to amend the Gantt and resubmit it.

- The proposed Gantt shall be binding upon the Bidder.

12.4.9. Bidder's Proposed Methodology

The Bidder shall submit a proposed methodology for the provision of the Services which shall comply with the provisions of the POF Standard Practice (Specifications and requirements for in-line inspection of pipelines) (Latest Revision).

12.4.10. Samples of Bidder's previous projects Operation Procedures and Data Final Reports

12.4.10.1. 2 samples of Operation Procedures (which shall include, inter alia, including Pigging run procedure, Hydraulic test report and contingency plan) of MFL intelligent pigging projects performed by the Bidder.

12.4.10.2. 3 samples of Final Report of MFL intelligent pigging projects performed by the Bidder.

12.4.11. Safety, Faults and Exceptional Events

The Bidder shall submit a description of Safety, faults and exceptional events, such as, a stoppage of a run during pigging tool run, rescue of intelligent pigging tool etc. that have occurred during the Bidder's execution of intelligent pigging projects. The Bidder shall indicate

correction activities that applied, and the relevant client's name as well as a contact person's details.

12.4.12. Declaration, Warranty and Undertaking

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

12.4.13. Statement regarding Non-Payment of Brokerage Fees

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

12.4.14. Contact Details, Signatory Rights and Confidentiality

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

12.4.15. Legal Opinion - Power of Attorney

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

12.4.16. No Conflict of Interests

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

12.4.17. Bidder's Financial Strength

12.4.17.1. A Certificate (confirmed by the Bidder's independent certified public accountants or by the Bidder's chief or highest financial officer) regarding average turnover, equity and average cash flow in the form attached hereto as **Annex A11(1)**.

12.4.17.2. A Certificate (confirmed by the Bidder's independent certified public accountants) which declares regarding the

Company's financial statements, in the form attached hereto as **Annex A11(2)**.

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

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

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

12.4.18. Sanctions Compliance Questionnaire

The Bidder shall submit information with respect to the above in the form attached as Annex **A14**.

12.4.19. A duly signed copy of the Tender documents

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

12.4.20. Clarifications & Amendments

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

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

12.5. E-MAIL 2 (Commercial Proposal)

- 12.5.1. In E-MAIL 2 the Bidder shall include its commercial proposal in the form attached hereto as **Annex A15**, duly signed by the Bidder.
- 12.5.2. The Bidder should quote its commercial proposal to **all items** in the designated places in the Quotation Form attached as **Annex A15** hereto. A Quotation for an item **shall not** refer to any other item in **Annex A15** and **shall not** include any other Deviation, including a condition of execution any of the optional Services etc.
- 12.5.3. Bidder's price proposal shall be quoted in **Euro or US Dollars currency only** and shall be **all inclusive** as provided in the Contract.
- 12.5.4. In order to evaluate the Quotations that are quoted in different currencies, the Company shall convert the Quotations denominated in US Dollars, if denominated, into Euro, based on the exchange rates published by the Bank of Israel (or any other reputable Bank as determined by the Company) on the Last Submission Deadline, and in the lack thereof, the last known exchange rate prior to the Last Submission Deadline.
- Such conversion shall be made only for the purpose of evaluating and ranking the Quotations in the Tender and the Contract with the Successful Bidder elected and payments to it will be in accordance with its Quotation's currency (Euro or US Dollar) that was submitted by it.
- 12.5.5. The rates quoted by the Bidder **shall not exceed the Maximum Prices** provided in **Annex A15**.
- 12.5.6. The prices quoted by the Bidder shall be for the entire Services for the completion of the Project and the optional Projects (subject to the indexation mechanism in the Contract) based on the unit prices, sub total cost and total cost submitted by the Bidder.
- 12.5.7. Without derogating the above, the prices shall encompass all Bidder's costs and expenditures for the performing the Services including, but not be limited to, overhead costs, costs of all labor, supervision, management,

all equipment, plant, all third party rental of equipment, all maintenance and repair of equipment, subsistence, temporary facilities and equipment, consumable and expendable materials, workmen supplies, taxes, duties, fees, general administrative costs of cooperation to include home office, all insurance requirements and coverage, financing costs, all downtime and mechanical breakdown, mobilization and de-mobilization of all equipment, materials and personnel for the execution of the Services and all other costs and expenses of any kind which directly or indirectly relate to accomplishing the Services.

12.5.8. Indexation and Annual Rate Increase

12.5.8.1. The rates shall not be increased or linked to any other currency or index, except as provided below.

12.5.8.2. After 12 months from the Commencement Date the rates provided in **Annex A15** shall be linked to the HICP or the USA CPI (according to the currency that shall apply on the payments to Contractor) and with an additional annual increase of 3%. Such update shall occur once a year, starting as of the date following 12 months from the Commencement Date and shall be valid for the following year during the Contract Period.

The "HICP" / "USA CPI" shall refer to the monthly Harmonized Index of Consumer Prices, as published by the Europe Central Bank and Consumer Price Index as published by the United States Bureau of Labor Statistics (BLS), relevant to Contractor's main principle of business country.

13. Bids Submission Rules

13.1. The Bids shall be completed and submitted in English or in Hebrew. Documents originally drafted in any language other than Hebrew or English shall be accompanied by a translation into English. The Company may instruct a Bidder to authenticate any translation by a notary public.

- 13.2. All Bid documents must be typed legibly. Each volume comprising the Bid documents shall be consecutively numerated and include a table of contents.
- 13.3. The Bid shall be signed with the full signature of the Bidder and of the authorized signatories of the Bidder.
- 13.4. The Bidder shall present an attorney's confirmation (or the equivalent) regarding the signatory rights of the signatories with respect to the Bid on behalf of the Bidder.
- 13.5. The Company shall not be bound to accept any Bidder's confidentiality statements as marked or any restriction therein.
- 13.6. The complete Bid shall be without alterations, reservations, interlineations, additions or erasures, except for those that have been made pursuant to written instructions issued by the Company, or as necessary to correct errors made by the Bidder. The Bidder shall initial the right-hand side of each part of the Bid where such entries, corrections or amendments have been made.
- 13.7. The Bids shall be prepared and submitted according to the terms of the Tender. The Bidder must refer in its Bid to all the details required under the terms and attach thereto all the required documents.
- 13.8. The Company shall be entitled, at its sole discretion, to disqualify any Bid that contains a condition, restriction, modification, addition or omission with respect to the terms of the Tender. The decision in any of the abovementioned events is subject to the Company's sole discretion.
- 13.9. The Bidder shall be entitled to attach to its Bid additional relevant details and documents for the purpose of clarification, verification of data reported and/or for any other purpose which the Bidder considers to be required in order to assure the optimal presentation of the Bid thereof.
- 13.10. There shall be nothing in the contents of the Bid which does not comply with the provisions of Israeli law or with in other law that the Bidder is subject to.

- 13.11. Bid may not be amended or modified after its submission, except as a result of any amendment, modification or adjustment requested and approved in writing by the Company in accordance with the provisions of this Tender.

14. Validity of Bid

- 14.1. The Bid shall remain valid for a period stipulated in clause 6 above. The company at its sole discretion may extend the validity of the bid for an additional 6 months period.
- 14.2. Without derogating from the foregoing, the Company may request the Bidders (or any of them) to extend the validity of their Bid for one or more additional periods, in the Company's discretion.

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

- 15.1. At any point up to the declaration of the winning Bidder, the Company may, at its sole discretion, ask any of the Bidders, individually or simultaneously, for clarifications of their Bids and/or ask to give presentations of their Bids or any part thereof and/or conduct a visit in a current operational work site of the Bidder and/or its offices and/or request further recommendations and/or contact persons who can provide the Company with information regarding the Bidder, all in a form and manner to be notified to them by the Company.
- 15.2. The Company shall be entitled to approach Bidders (or any of them) with a request for clarifications with respect to the Bids or a request for receipt of additional data and documents, which are required in its opinion for the examination and evaluation of the Bid.
- 15.3. Without derogating from the generality of the foregoing, the Company reserves the right, at its sole discretion, to demand from any of the Bidders after submission of the Bids to complete missing information and/or recommendations and/or approvals in all matters relating to the Bidder, including its experience and capability, this, inter alia, for the purpose of examination of Bidder's compliance with the Threshold Requirements and for the purpose of evaluating its Bid.

- 15.4. The Bidders shall deliver to the Company all the data and documents required within the period of time determined by the Company in its request, to the Company's address. The response of the Bidders shall be attached to the Bid and shall be considered as an integral part thereof.
- 15.5. Without derogating of the above, Bidders shall notify the Company of any change that shall occur after the submission of the Bid that may adversely affect the Bidder's compliance with the Threshold Requirements of this Tender and/or with its evaluation under the evaluation process of this Tender and/or its capability to carry out future Projects. Bidders shall attach to such notification all updated documentation and information, relevant to any such change or event.
- 15.6. The Bidder agrees that in the event of arithmetic errors and/or typographical errors in its Bid, the Company shall be entitled to correct the errors, regardless of the monetary impact of such correction, and the Bid shall include the correction of the errors, after the correction thereof by the Company.

16. Examination of the Bids

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

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

Main Category Criteria	Maximum Score
Bidder's (and – if relevant – Bidder's Affiliate/Acquired Corporation) Professional Experience	
<p>Work experience as of 1.1.2015 in executing projects of intelligent pigging of MFL type of Natural Gas pipelines of 16" to 54" diameter and, in a length of at least 25 kilometers that were continuously (nonstop run).</p> <p>(1) Each such project - 4 points per project.</p> <p>(2) Each such project in a length of at least 50 kilometers - 7 points per project.</p> <p>(3) Each such project which has been executed in the last 3 years prior to the Last Submission Date - 1 point shall be added.</p> <ul style="list-style-type: none"> • Projects presented to comply with the Threshold Requirement in Clause 11.2.1 above shall not be evaluated within this scope. 	25
Bidder's Data Report Example	
<p>Evaluation of the 3 X Data Final Report and 2 X Operation Procedures examples performed by the Bidder regarding intelligent pigging of MFL in accordance with POF Standard Practice (Specifications and requirements for in-line inspection of pipelines Standard practice)(Latest Revision).</p> <p>Each Data Final Report – up to 4 points.</p> <p>Each Operation Procedure – up to 3 points.</p>	18
Bidder's Key Personnel	
<p>(1) <u>Project manager</u> for each managing the execution of intelligent pigging of MFL type of Natural Gas pipelines projects – 1 point and up to a maximum of 4 points.</p> <p>(2) <u>Data analyzer</u> for each year of experience (above the required in the Threshold Requirement) in analyzing MFL tests (including final reports) of intelligent pigging – 1 point and up to a maximum of 4 points.</p> <p>(3) <u>Site data analyzer</u> for each year of experience (above the required in the Threshold Requirement) in analyzing MFL tests (including initial reports) of intelligent pigging – 1 point and up to a maximum of 4 points.</p>	12
Bidder's Key Personnel Interview and methodology presentation	
<p>According with the following criteria:</p> <ol style="list-style-type: none"> 1. Presentation of the proposed methodology related to the Services – up to 15 points. 2. Demonstration of professional knowledge in the field of Services – up to 10 points. 	25
Total	80

- 16.4. When reviewing the Bids, the Company may take into consideration, in accordance to its sole discretion, all available information from any and all sources and past experience of the Company with the Bidder.
- 16.5. **Presentation and Interview**
- 16.5.1. The 3 best ranked Bidders (which had been awarded by the Company the top-Quality Scores based on the Bidders' written proposals) will be invited to present before the Company the Key Personnel and proposed Methodology. The rest of the Bidders shall not continue to the next stage.
- 16.5.2. The presentation and interview will be before a panel to be determined by the Company, to which all Bidders' Key Personnel shall appear (unless determined otherwise by the Company). The presentation and interview shall be held through "Webex" video communication application or other means determined by the Company.
- 16.5.3. The presentation should highlight the Bidder's understanding of the Services, relevant experience of the Bidder and Key Personnel of the Services. The Bidder shall send the presentation to the Company at least 5 Days prior to the interview date.
- 16.5.4. The Interview shall include a self-presentation by the Bidder's team members and answer to the Company's representatives' questions. The Bidder shall be responsible for summoning the Key Personnel, as well as any other party on behalf of the Bidder whom the Company will request to summon at its discretion.
- 16.5.5. The Company may adjust the Quality Score of the Bidder in accordance with the Interview outcomes.
- 16.6. After the second stage, a Bidder that shall be awarded a Quality Score of **less than** 60 points in total (the "**Minimum Score**") shall not pass to the next stage and the Bidders whose Bid received a Quality Score of 60 points or more shall pass to stage 3. Notwithstanding the foregoing, in the event that less than 3 Bids received the

Minimum Score required, the Company may, but is not obligated to, decrease the Minimum Score and the provisions of this clause shall apply *mutatis mutandis*.

- 16.7. In the **Third Stage** the Company shall examine the contents of E-MAIL 2 of the Bidders that successfully passed Stage 2 to determine their Price Score.
- 16.8. Subject to the prerogatives of the Company under this Tender and under the Law, the lowest commercial proposal [**Calculated in accordance with the following weights assigned to the items specified in Annex A15: Current Projects (1-4) summery – 50%, Optional Projects (5) summery – 47% and Table A Miscellaneous summery – 3%**] shall be awarded 20 points for Price Score. The Price Score for the other eligible Bidders shall be determined as follows:

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

- 16.9. The sum of the Quality Score and the Price Score for each Bid shall be the **Final Score** of the Bid. The Bid that was granted the highest Final Score shall be declared as the winner of this Tender, subject to the prerogatives of the Company under this Tender and under the Law.
- 16.10. Without derogating from the rights pursuant to any Law, should a Successful Bidder fail to fulfill its undertakings according to the terms of the Tender or the Contract, the Company may approach the next Bidder in Bid rankings and announce him as the Successful Bidder.

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

17. Signing the Contract

- 17.1. Following the notification of the Successful Bidder in the Tender, and as a precondition for Company to sign the Contract, the successful Bidder shall submit to the Company the Performance Guarantee as provided in **Annex AA1** to the Agreement.

- 17.2. Anything to the contrary notwithstanding, no contract shall come into force until the Company signs the Contract by its authorized signatories.
- 17.3. Following the signing of the Contract the Company may issue Commencement Order for any of the Projects. The Commencement Order shall be accompanied by a Bill of Quantities based upon the Price Tables issued by the Company in the Tender.
- 17.4. In the event that the Successful Bidder does not comply with all of its obligations according to the Tender Documents within the designated period, for any reason whatsoever, the Company shall be entitled, to cancel the announcement of the Bidder as Successful Bidder and/or the Agreement. The Company may then proceed to the next Bidder (i.e., the Bidder whose Bid received the second highest Final Score) and award it the Tender.

18. Order of Precedence

- 18.1. During the Tender process, in the event of any conflict or discrepancy between any provisions of the Tender and any other document, the provisions of this Invitation to Submit Bids shall prevail.
- 18.2. During the Contract Period, in the event of any conflict or discrepancy between any provisions of the Agreement's documents, the order of precedence shall be as specified in the Agreement.

19. Information Supplied by the Company

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

limited to, the legal requirements under any applicable law and all other relevant information relating to the Tender.

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

- 20.1. There shall be no conflicts of interest between any of the Bidder's prior or current engagements or activities and/or those of its employees and/or sub-Contractors and the obligations or rights of the Bidder under this Tender and the Agreement.
- 20.2. Neither the Bidder nor any of its sub-Contractors may at any time be connected with the Company or its employees or its Contractors.
- 20.3. The Bid shall not be prepared in collusion with any other Bidder participating in the Tender, nor with any affiliate thereof.
- 20.4. A Bidder may not submit and may be involved – directly or indirectly – in the submission of more than one Bid.
- 20.5. A Bidder shall not be entitled to reveal the details of its Bid to others in general and to the other Bidders in this Tender in particular and/or to engage in any action of collusion and/or manipulation.
- 20.6. A Bidder, shall refrain from any activity that might constitute a conflict of interest in the execution of its duties under the terms of the Contract, and shall undertake that all of its employees, sub-Contractors and representatives will refrain from any activity or association that might involve such a conflict of interest, directly or indirectly. The Bidder shall notify the Company immediately should any conflict of interest develop or arise or may potentially develop or arise, either for itself or for any of its employees, Sub-Contractors or representatives.
- 20.7. Without derogating of the above, Bidders and Contractors (as applicable) shall always comply with its declarations and undertaking regarding conflict of interests as detailed in **Annex A6** (as integral part of this Tender).
- 20.8. Bidders shall comply at all times with the ethical code of the Company as published at the Company site (www.ingl.co.il).

21. General Prerogatives of the Company

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

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

condition to the awarding of the Contract require the Bidder to conform to all the requirements of the Tender as amended.

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

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

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

21.4.9.5. It may disqualify the Bid.

21.5. Notwithstanding any of its rights, the Company may disqualify from participating in the Tender a Bidder due to Company's negative experience with such Bidder (including individuals or entities connected to such Bidder) or Company's discontent of the services provided by the above, including, but not limited to, failing to fulfil contractual obligations, meeting deadlines, adhering to industry standards, safety violations, inadequate solutions to failures/obstacles etc., all at the Company's sole and absolute discretion. The company is also authorized not to award the Tender to a Bidder if it becomes apparent to the Company, following assessments it will conduct and according to its discretion, that other entity had any such negative experience with the Bidder or with the individuals and entities controlling it.

21.6. Award the Contract or any part thereof to the Bidder whose Bid placed second in the evaluation process set forth above in the event of cancellation of the award of the Contract or any part thereof as a result of the failure of the Bidder chosen by the Company to meet all the requirements of the Contract, including in relation to schedule. This provision shall also be applicable to such Bidder. The above shall apply to the other Bidders, respectively, in the event the Contract is not exercised by the Bidder whose Bid placed second in the evaluation process due to the abovementioned reasons.

- 21.7. Notwithstanding any of its rights, the Company is authorized in addition to announcing the winning Bid, to notify the Bidder whose proposal received the second highest Final Score, that it is a conditional winner of the Tender. In such case such Bidder proposal shall remain valid and in full force for a period of 10 months from the date of the announcement. During this period, the company may, for any reason, including circumstances in which the Contractor breaches any of its obligations under the Agreement, contract the conditional winner to perform the Services, replacing the Contractor or as an additional winner in the Tender.
- 21.8. Subject to applicable law, the Company at its sole and absolute discretion, will be entitled to conduct negotiations with a Bidder or Bidders whose Bids founded by the Company compatible for negotiations, in any way the Company deems suitable and in any of the stages as set forth above, including but not limited to negotiate simultaneously with more than one of the Bidders, and/or to allow any compatible Bidder to submit a renewed or rectified Bid, and to cease such negotiations at any time. The Company reserves the right to reinstate any Bidder at any stage of the process subject to the agreement of such Bidder, and subject to such Bidder's compliance with all requirements and criteria set for such stage.

22. Disqualification of Bid

- 22.1. Without derogating from the Company's rights and authorities under the Tender and under law, the following conditions and events may lead to disqualification of a Bidder, at the Company's sole discretion, at any stage during the Tender. The disqualifying conditions and events apply both to the Bidders and their shareholders, to parent entities and to any Sub-Contractor (hereinafter in this Clause jointly referred to as "**Bidder**").
- 22.1.1. The commencement of bankruptcy, receivership, liquidation or reorganization, reconstruction or composition of creditors proceedings against the Bidder or a similar situation, 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.

- 22.1.2. The commencement of any voluntary action for the liquidation of the Bidder except for the purposes of merger or reconstruction on terms approved by the Company in writing.
- 22.1.3. Commencement of any legal proceedings, which allegedly relate to an offence, which in the Company's opinion, affects the integrity of the Bidder.
- 22.1.4. Commitment of a grave error by any Bidder in the performance of its profession including safety violations or presenting inadequate solutions to remedy such events, all at the Company's discretion.
- 22.1.5. Employment of or engagement with a Contractor or an expert, who was/is employed by the Company and/or any other relevant authority in relation to the Company without the prior written approval of the Company.
- 22.1.6. Participation of a Bidder or an interested party therein, that is suspected of being involved in criminal activity or of being hostile to the State of Israel and/or that is a resident of a country which does not have diplomatic relations with the State of Israel.
- 22.1.7. The existence of a material conflict of interest in a Bidder or any interested party therein.
- 22.1.8. Any event or change in circumstances in the Bidder, which may adversely affect the Bidder's capacity to be approved as a Bidder.
- 22.1.9. Any material breach of the provisions of the Tender, including the submission of any false or incomplete information.
- 22.1.10. Any other event or circumstances which the Company shall consider, at its sole discretion, as justifying disqualification of any Bidder.

22.2. In the event that any of the above conditions or events occurs, the Company reserves the right to impose upon a Bidder any instructions as a condition for its participation in the Tender.

23. Property Rights of the Company

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

24. Expenses Borne for Participation in the Tender

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

25. Right to Review

- 25.1. Within 30 days following the announcement of the Successful Bidder, a Bidder shall be entitled to review the Company's decisions and the winning Bid, all subject to and in accordance with the Laws.
- 25.2. A Bidder may detail in a separate document to 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.
- 25.3. The Company shall not be bound to accept any Bidders' confidentiality statements as marked or any restriction therein and shall have in this regard the full discretion in accordance with the provisions of the Law.
- 25.4. The Company shall evaluate the commercially sensitive or confidential nature of parts of the winning Bid which were identified as such by the Bidder.
- 25.5. Bidders shall not be entitled to argue that the winning 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.

- 25.6. Bidders shall not be entitled to review those parts of the winning Bid, which has been identified by itself to be of a commercially sensitive or confidential nature, unless otherwise permitted by the Company.
- 25.7. The decision on the matter will be devoted solely to the Company in accordance with the Laws.

26. Governing Law

- 26.1. This process is subject to the laws of the State of Israel, as they shall be formulated from time to time.
- 26.2. Any matter related to this Tender and the Services shall be adjudicated only in the authorized courts of the city of Tel Aviv-Jaffa, Israel.

27. Addresses of the Parties and Method for Sending Notifications

- 27.1. The address of the Company is as detailed above. The addresses of the Bidders shall be considered as the addresses specified the contact details form (**Annex A1**) submitted by them and, after the submission of the Bids, the addresses specified in their Bids.
- 27.2. Each notice that shall be sent by the Company to the address of the Bidders or to the contact person on their behalf by registered mail, shall be considered to have been received by the Bidders within three business days of the date of sending; if sent by facsimile or by electronic mail it shall be considered to have been received by the Bidders on the business day following the day it was sent; and if delivered personally – at the time of delivery.

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

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

ANNEX A1 – General Intelligent Projects Forecast

TENDER No. INGL/TENDER/2023/61

The general information below is provided for general knowledge and non-binding purposes only, execution forecast and segments pipeline may be changed or not executed.

	Segment of Pipeline	Pipeline Diameter (Inch)	Estimated Length (km)	Execution forecast
1	Dovrat – Alon Tavor IEC	18"	2	2025
2	Ashdod – Nesher	24"	38	2025
3	Ashkelon – Sorek	24"	52	2025
4	Dor – Hagit	30"	14	2026
5	Tzafit – Dalia	24"	3	2026
6	Hagit – Tel Kashish	30"	13	2026
7	Beit Keshet – Tziporit	10"	15	2026
8	Tel Kashish – Kishon	24"	17	2027
9	Kishon – Haifa IEC	18"	2	2027
10	Kfar Baruch – Nilit	10"	16	2028
11	Sorek – Kiryat Gat segment	36"	28	2028
12	Hadera CVS – Hadera OPC	12"	5	2028
13	Tel Kashish – Dovrat	36"	30	2030
14	Dovrat – Emek Hayarden segment	36"	23	2030

ANNEX A2 - CONTACT DETAILS and UNDERTAKING OF CONFIDENTIALITY
TENDER No. INGL/TENDER/2023/61

Date: -

To:

Israel Natural Gas Lines Company Ltd.

Atidim Tower

Tel-Aviv, Israel

1. Details of the Bidder

- Name of Corporation: _____
- Number of Corporation: _____
- Address: _____
- Telephone _____
- E-mail: _____

2. Contact person on behalf of the Bidder

The authorized Contact Person on behalf of the Bidder for all matters relating to this Tender is:

- Name and Surname: _____
- Address: _____
- Telephone Number: _____
- Mobile phone number: _____
- E-mail: _____

3. Undertaking of Confidentiality

We the undersigned hereby undertake to keep confidential all information, whether written or oral, concerning the Tender that we shall receive as part of the Tender and not to use such information for any purpose other than the participation in the Tender.

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

ANNEX A2(1) – NON-DISCLOSURE AGREEMENT
TENDER No. INGL/TENDER/2023/61

To

Israel Natural Gas Lines Company Ltd.

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

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

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

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

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

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

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

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

ANNEX A3 – DECLARATION, WARRANTY AND UNDERTAKING
TENDER No. INGL/TENDER/2023/61

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

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

We the undersigned, _____
(the "**Bidder**") hereby declare, warrant and undertake, jointly and severally, to the Company as follows:

1. We execute this document as part of the materials comprising the Bid for the Tender. Our Bid shall remain valid and in full force and effect for the time period set forth in the Tender.
2. We have received and diligently reviewed all of the Tender Documents, including the Agreement and all annexes and attachments thereto and consent to all of the terms and conditions set forth therein. We have understood the contents of the Tender Documents in their entirety, and submit our Bid in accordance with the terms and provisions contained therein. We further declare that we agree to all of the provisions in the Tender Documents, are not operating under any misunderstandings concerning all that is set forth in our Bid and/or any of the Tender Documents, and undertake to be bound by all the normative provisions contained therein.
3. We represent and warrant that we have no claims with regard to misunderstandings, confusion or conflict of provisions with regard to any of the provisions of the Tender Documents and/or with regard to the evaluation criteria and procedures for choosing the successful Bidder, and that to the extent that we had such claims, we submitted such claims prior to the Last Submission Date. Where we have not made such claims by the Last Submission Date we shall be deemed to have waived any such claims.
4. We represent that no actions have been taken against us for bankruptcy or liquidation proceedings, we have not initiated bankruptcy or liquidation proceedings ourselves and have not frozen proceedings, no receivership injunction or liquidation injunction or freezing of proceedings injunction has been issued against us, including temporary injunctions, no receiver or trustee or special director has been appointed, either temporarily or permanently, we have not reached a settlement with creditors and it has not been recommended to us that we reach a settlement with creditors as

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

5. We hereby irrevocably waive any claim, suit or cause of action arising from or related to any damage or expense incurred as a result of **(i)** failure by the Bidder to be selected as successful Bidder in the Tender Process or **(ii)** any other action taken by the Company in connection with the Tender Process.
6. We acknowledge that we are aware of the urgency and public importance of the Tender and we accordingly undertake that in any event we shall not undertake any legal action intended to delay, postpone or halt the Tender Process or the execution of any future Project.
7. We warrant that **(i)** the Bid is accurate, complete and up-to-date at time of submission, in accordance with the requirements of the Instructions to Bidders and Annexes thereto and the Bidder's best professional judgment; and **(ii)** that our bid is fully compliant with all terms and provisions of the Tender Documents including, without limitation, terms and provisions regarding the standard and manner of execution; and **(iii)** our Bid is a complete and integrated whole including within it all services required by the Tender Documents.
8. We warrant that the Bid has not been prepared in collusion with any other Bidder participating in the Tender Process,.
9. We warrant that we are legally entitled to use and transfer all information, know-how, trade secrets, patents and/or other intellectual property contained in the Bid.
10. We acknowledge and agree that our signatures on the Bid, the Agreement and any other of the Tender Documents shall fully bind us with regard thereto.

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

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

ANNEX A4 – LEGAL OPINION – Power Of Attorney
TENDER No. INGL/TENDER/2023/61

To Israel Natural Gas Lines Company Ltd.

Atidim Tower, floor 32

Tel-Aviv, Israel

In accordance with the requirements of Tender no. **INGL/TENDER/2023/61**, I, the undersigned, Advocate _____ License No. _____ of _____, hereby affirm that the signatures of _____ *[name of Bidder]* on the Declaration, Warranty and Undertaking, the power of Attorney for the Authorized Representative and on any other of the documents signed by the Bidder, as submitted with the Bid, have been executed according to all applicable laws and regulations and according to the incorporation documents of the Bidder and are binding on the Bidder, and that there is no need for any further legal proceeding in order to give legal force to any of the undertakings made by them.

Signature

Date

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

TENDER No. INGL/TENDER/2023/61

In addition to the obligations and prohibitions imposed on us pursuant to the law, including the Penal Code, 5737-1977, we the undersigned hereby undertake and declare the following in the name of _____ [*insert name of Bidder*] and within our Bid for Tender No. **INGL/TENDER/2023/61** (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 Contractors of the Company as detailed in the Tender for the objectives of the Tender.
6. In the event that there shall be a reasonable suspicion that we have acted in contradiction to the above, we are aware that the Company reserves the right, pursuant to its sole discretion, not to include us in the Tender process for which there is suspicion that such an act has occurred and/or not to accept our Bid in the Tender and/or to cancel at any time whatsoever the contract derived from the Tender.
7. We shall bring the contents of this Annex to the knowledge of our employees, our sub-Contractors, our representatives, our agents and anyone on our behalf who are involved in any way whatsoever in the Tender and/or the Agreement derived from it.

In witness whereof the undersigned have hereunto set their hands:

Name/names of and signature
of authorized signatories

Bidder's Stamp

**ANNEX A6 – NO CONFLICT OF INTERESTS, NO PERSONAL AFFINITY AND ETHICAL CODE
 COMPLIANCE DECLARATION AND UNDERTAKING**

To:

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

Atidim Tower, Kiryat Atidim,

Tel-Aviv 6158101, Israel

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

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

We the undersigned:

Full Name	ID/Passport No.	Title

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

1. We are authorized to make this declaration and undertaking on behalf of the Supplier.
2. **No Conflict of Interests**
 - 2.1 This declaration and undertaking on behalf of the Supplier is given with respect to the Supplier’s offer to provide the Company with services and/or works (hereinafter the “Works”) within the scope of the Contract and without derogating any of the Supplier’s undertakings towards the Company.
 - 2.2 We hereby undertake to act loyally and professionally and to avoid any and all conflict of interest in the execution of our duties under the terms of the Contract, and shall undertake that all of our employees, sub-Contractors and representatives will refrain from any activity or association that might involve such a conflict of interest, directly or indirectly.
 - 2.3 We hereby undertake to notify the Company before the Contract execution and during its performance all information with respect to us being shareholder/holder

of convertible securities and/or officers and/or directors in any of corporation involved in the natural gas market and/or energy and/or infrastructure and/or any related entity which competes with the Company's business.

- 2.4 Our positions and/or other occupations do not create and are not liable to create any conflict of interest whatsoever, whether directly or indirectly, whether professional or business, with the execution of our duties under the terms of the Contract. In case such conflict of interest is created during the execution of the Works including during our participation in meeting. Upon our becoming aware of any possible conflict of interest with respect to our duties under the terms of the Contract we shall immediately report in writing of any such conflict of interest to all the following: the Contract/project manager, Internal auditor and the Company's legal consul. We further undertake to take all necessary and reasonable measures under the circumstances to remove the conflict of interest and to act in regard to the Works in accordance with the instructions of the Company.
- 2.5 In addition to the obligations and prohibitions imposed on us pursuant to the law, including the Penal Code-1977, we hereby undertake not to propose and/or give and/or receive, either directly and/or indirectly, at any time before the execution of the Contract, during its performance and after its termination any benefit and/or right and/or recommendation and/or money and/or anything of value, in an agreement, voluntary or in any other way, with the objective of influencing directly or indirectly the decision and/or act and/or omission of the Company or a position holder in the Company and/or an employee of the Company and/or a representative thereof and/or any other entity, with respect to the engagement procedure and/or any contract and/or purchase order derived from it.
- 2.6 We hereby declare that we have not lobby and/or cooperate, either directly or indirectly, with any functionary of the Company and/or employee of the Company and/or its representative and/or any other entity in order to receive confidential/secret information regarding the engagement procedure and/or the Contract and/or any purchase order derived from it.
- 2.7 We hereby declare that we have not and will not lobby and/or cooperate, either directly or indirectly, with any functionary of the Company and/or employee of the

Company and/or its representative and/or any other entity in order to artificially or in-competitively set prices.

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

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

There is a personal affiliation or family affiliation to any of the following: to the shareholders, members of the management, members of the board of directors, employees of the company (Israel Natural Gas Lines Ltd.).

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

4. **Ethical code**

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

5. **General**

5.1 We hereby undertake to fulfil all the statements and undertaking as stated above on behalf of our employees, our sub-Contractors, our representatives, our agents and those on our behalf who will be involved in any way in the contracting process with the Company (of any kind) and / or in executing the Contract, including the Work and/ or Services and/ or any order arising therefrom, and undertake to bring the contents of this undertaking to the attention of all the above.

5.2 We hereby undertake to notify the Company immediately of any change in the individual and/ or in any matter contained in this declaration and undertaking.

- 5.3 This declaration and undertaking do not derogate from our obligations under the provisions of any law or the Contract applicable to us in our capacity as a service provider and /or performer of Works for the Company.
- 5.4 We hereby undertake to provide an updated declaration and undertaking at any time as required by the Company.
- 5.5 We hereby declare that we have reviewed this declaration and all parts thereof. We declare that we have understood its content and we undertake to abide by and fulfil all its instructions.

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

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

Signature Authentication

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

Signature

Date

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

TENDER No. INGL/TENDER/2023/61

(Please fill and sign as required below)

General Information	
1	Bidder's Name: _____
2	We hereby confirm that the Bidder holds at least 10 years' experience in providing Intelligent Pigging Inspection services for high-pressure Natural Gas transmission systems. Total Years of Experience: _____

Professional Experience	Project 1	Project 2	Project 3
Name of Client			
The Project included intelligent pigging of MFL type of Natural Gas pipelines?	Yes / No	Yes / No	Yes / No
The pipelines were inspected continuously (nonstop run).	Yes / No	Yes / No	Yes / No
Who provided the Services? (Bidder/Affiliate/Acquired corporation as defined in Clause 11.2 to the ITB)			
Project Location and outlines			
Start Date (as of 1.1.2015)			
Completion Date			
Pipeline diameter (16"-54"):			
Successive length of pipeline (in KM)			

Professional Experience		Project 1	Project 2	Project 3
	Name of Client			
	The Project included intelligent pigging of MFL type of Natural Gas pipelines?	Yes / No	Yes / No	Yes / No
	The pipelines were inspected continuously (nonstop run).	Yes / No	Yes / No	Yes / No
	Who provided the Services? (Bidder/Affiliate/Acquired corporation as defined in Clause 11.2 to the ITB)			
	Project Location and outlines			
	Start Date (as of 1.1.2015)			
	Completion Date			
	Pipeline diameter (16"-54"):			
	Successive length of pipeline (in KM)			

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

TENDER No. INGL/TENDER/2023/61

(Please fill and sign as required below)

		Project 1	Project 2	Project 3	Project 4	Project 5
	Name of Client					
	Project Location and outlines					
	Outlines of the Services provided by the Bidder/Affiliate/Acquired corporation					
	Start Date (as of 1.1.2015)					
	Completion Date					
	Services included intelligent pigging of MFL type of Natural Gas pipelines of 16" to 54" diameter?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Successive length of pipeline (in KM) (At least 25KM)					

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

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 A7(3) – THRESHOLD REQUIREMENTS – EQUIPMENT

TENDER No. INGL/TENDER/2023/61

(Please fill and sign as required below)

We confirm that the Bidder possesses the following equipment available for the provision of the Services to the Company:

Equipment	Quantity of available tools	Description	Suitable for the Inspection of all the following pipeline diameter 10", 12", 18", 24", 30" and 36"
MFL Tool			Yes / No
Caliper Tool			Yes / No
Gauging Plate Pig			Yes / No
Cleaning Pig			Yes / No
Data analyzing software.			Yes / No
INS Tools			Yes / No

TFI			Yes / No

* Please provide detailed description of the Inspection Tools specified in the above table to be used for the performance of the Services.

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 A8 – THRESHOLD REQUIREMENTS AND EVALUATION – PROJECT MANAGER

TENDER No. INGL/TENDER/2023/61

(Please fill and sign as required below)

General Information				
1	Full Name:	Nationality:		
2	Years of Experience in managing the execution of intelligent pigging of MFL type of Natural Gas pipelines projects	Total Years: _____	Start year: _____	
Professional Experience				
<input type="checkbox"/> I hereby confirm that I hold _____ <i>(please fill)</i> years of experience as the principal project manager of intelligent pigging projects of high-pressure natural gas pipeline. Such experience includes executing during the above period, at least 3 intelligent pigging inspection projects of at least 16" diameter high-pressure natural gas pipeline by MFL Tool, from which at least 1 project is of at least 30" diameter. Detailed CV is attached.				
Project	Client Name	Services included intelligent pigging of MFL type of Natural Gas pipelines?	Pipeline Diameter? (at least 1 project of 30")	Start and completion date
3	1	Yes / No		Start date Completion date
	2	Yes / No		Start date Completion date
	3	Yes / No		Start date Completion date
4	Fluent in the English language Yes / No		<input type="checkbox"/> Bidder/Affiliate/Acquired corporation's employee. <input type="checkbox"/> Freelance	

I hereby confirm the above information:

Project Manager Confirmation	Signature	Date
-------------------------------------	-----------	------

Bidder's Confirmation

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

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

ANNEX A9 – THRESHOLD REQUIREMENTS AND EVALUATION – DATA ANALYZER

TENDER No. INGL/TENDER/2023/61

(Please fill and sign as required below)

General Information				
1	Full Name:		Nationality:	
2	Years of Experience as Data analyzer of MFL tests in intelligent pigging projects	Total Years: _____	Start year: _____	
Professional Experience				
3	<input type="checkbox"/> I hereby confirm that I hold _____ (<i>please fill</i>) years of experience as Data analyzer of MFL tests in intelligent pigging projects and of writing a final report analysis, as data analyzer. The experience includes writing final reports, during the above period, of at least at least 3 intelligent pigging inspection projects of gas pipeline by MFL Tool. Detailed CV is attached.			
Project		Client Name	Services included intelligent pigging of MFL type of Natural Gas pipelines?	Services included writing final report of intelligent pigging of MFL type?
1			Yes / No	Yes / No Start date Completion date
2			Yes / No	Yes / No Start date Completion date
3			Yes / No	Yes / No Start date Completion date
4				
5	Fluent in the English language Yes / No		<input type="checkbox"/> Bidder/Affiliate/Acquired corporation's employee. <input type="checkbox"/> Freelance	

I hereby confirm the above information:

Data Analyzer Confirmation	Signature	Date
-----------------------------------	-----------	------

Bidder's Confirmation

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

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

ANNEX A10 - THRESHOLD REQUIREMENTS AND EVALUATION – SITE DATA ANALYZER

TENDER No. INGL/TENDER/2023/61

(Please fill and sign as required below)

General Information				
1	Full Name:	Nationality:		
2	Years of Experience	Total Years: _____	Start year: _____	
Professional Experience				
3	<input type="checkbox"/> I hereby confirm that I hold _____ <i>(please fill)</i> years of experience as data analyzer of analyzing MFL tests in intelligent pigging projects and of writing an initial report, as site data analyzer. The experience includes writing initial reports, during the above period, of at least at least 3 intelligent pigging inspection projects of gas pipeline by MFL Tool. Detailed CV is attached.			
Project		Client Name	Services included intelligent pigging of MFL type of Natural Gas pipelines?	Services included writing initial report of intelligent pigging of MFL type?
1			Yes / No	Yes / No Start date Completion date
2			Yes / No	Yes / No Start date Completion date
3			Yes / No	Yes / No Start date Completion date
5	Fluent in the English language Yes / No		<input type="checkbox"/> Bidder/Affiliate/Acquired corporation's employee. <input type="checkbox"/> Freelance	

I hereby confirm the above information:

Sita Data Analyzer Confirmation	Signature	Date
--	-----------	------

Bidder's Confirmation

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

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

ANNEX A11(1) - BIDDER'S FINANCIAL STRENGTH

TENDER No. INGL/TENDER/2023/61

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

hereby confirm as follows:

[check the relevant box/es]

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

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

(Note 1)	2018	2019	2020	2021
	2019	2020	2021	2022
Turnover				
Cash flow				
Equity	Not relevant	Not relevant	Not relevant	(**)

The abovementioned amounts currency is: EURO or other: _____
[please check the relevant box and add relevant currency]

Note 1: Please Check the Boxes of the 4 relevant years of total 4 consecutive years including the year of the **Last** audited financial statement

Annual "**Weighted Average**" turnover over the course of 2018 – 2021 / 2019 - 2022 – _____.
 * Please check the relevant box and insert amount and currency (EURO or Other)

Annual "**Weighted Average**" cash flow over the course of 2018 – 2021 / 2019 - 2022 – _____.
 * Please check the relevant box and insert amount and currency (EURO or Other)

The "**Weighted Average**" is calculated as follows according to the 4 relevant years of total 4 consecutive years including the year of the **Last** audited financial statement:
 $(2018*23 + 2019*23 + 2020*23 + 2021*31) / 100$ or $(2019*23 + 2020*23 + 2021*23 + 2022*31) / 100$

- Currency conversion

If the Bidder's original financial statements of the Bidder are not audited in the Euro currency:

The Euro exchange rate applied to convert the Bidder's local currency to Euro is as follows:

The Bidder's local currency is: _____ ("Local currency").

The Local currency on the currency conversion day is _____ equals (=) to 1 Euro.

Currency conversion date is: _____

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

Full Name: _____ Title: _____ Date: _____

Signature: _____

We, the undersigned, being the independent certified public accountants of

_____ *[insert Bidder's name]*, (the "**Bidder**") hereby confirm as follows:

1. We have been the Bidder's independent certified public accountants since _____ *[inset the year]*.
2. We have audited the Bidder's annual financial report for _____ *[inset the date]*.
3. The Auditing CPA report was signed on _____ *[inset the date]*.
4. The annual financial report does not include a comment of significant doubts about the continued existence of the Bidder as a "going concern".
5. Until the date of our signing this letter, no information has come to our attention about material change for the worse in the Bidder's business situation, to the point of raising significant doubts about the Bidder's continued existence as a "going concern".

Sincerely,

Full Name: _____ Title: _____ Date: _____

Signature: _____

- This letter shall be printed on the logo paper of the certified independent public accountant.

ANNEX A12 – PARENT COMPANY GUARANTEE

TENDER No. INGL/TENDER/2023/61

To: Israel Natural Gas Lines Company Ltd.

Atidim Tower, Tel-Aviv, Israel

All capitalized terms not expressly defined herein shall have the meaning attributed to them in the Tender **INGL/TENDER/2023/61**.

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

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

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

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

ANNEX A13 – PARENT COMPANY LEGAL OPINION – Power of Attorney

TENDER No. INGL/TENDER/2023/61

For Parent Company of the Bidder:

In accordance with the requirements of Tender no. **INGL/TENDER/2023/61**, I, the undersigned, Advocate _____ License No. _____ of _____, hereby affirm that the signatures of _____ *[Insert name of Parent Company]* (the "**Parent Company**") holds, directly or indirectly, more than 50% of the voting power or the power to appoint more than 50% of the directors in _____ *[Insert Bidder's name]* and that the signatures of the Parent Company on the Declaration, Warranty and Undertaking, and on any other of the documents signed by the Parent Company, as submitted with the Bid, have been executed according to all applicable laws and regulations and according to the incorporation documents of the Parent Company and are binding on the the Parent Company, and that there is no need for any further legal proceeding in order to give legal force to any of the undertakings made by the Parent Company.

Signature

Date

ANNEX A14 – FORM – SANCTIONS COMPLIANCE QUESTIONNAIRE

TENDER No. INGL/TENDER/2023/61

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 Activity¹ 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?

¹ 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.

2. Do you, or any of your Related Parties² 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 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.
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.

² 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.

ANNEX A15 - FORM OF COMMERCIAL PROPOSAL

TENDER No. INGL/TENDER/2023/61

[Doc. No. 467776]

PDF File is attached

(E-MAIL 2)