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נתיבי הגז הטבעי לישראל
ISRAEL NATURAL GAS LINES

Document Title

Installation Order Form for PRMS Installation Works

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Reference	:	
Document Originator	:	Gil Hagay

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Installation Order Form

All capitalized terms herein shall have the meaning attributed to them in the Contract.

This Installation Order is placed by the Company, to _____ (the "**Contractor**") and the "**Constituting Entities**" (if any) -_____, and _____ [names and place of incorporation to be added if applicable]. The Constituting Entities (if any) and the Contractor, shall be jointly and severally liable for the performance of this Installation Order and shall be referred to herein collectively as the **"Contractor**", who agrees to execute this Installation Order pursuant to all terms and provisions of the Contract, including without limitation:

- The present Installation Order
- The Technical Volumes
- The General Conditions of the Contract for PRMS (Document No.:_____)
- The Agreement dated_____.
- The Bill of Quantities for the _____ PRMS Installation Works which is attached as Schedule A hereto (the "**Installation Bill of Quantities**")
- The Battery Limits between PRMS Installation Contractor and Other Contractors (document no._____) included in the Technical Volumes (the "Battery Limits").
- General Construction Requirements for PRMS Installation Works (document no._____) included in the Technical Volumes (the "General Construction Requirements")
- The additional specifications of the Company as listed in the List of Specifications for PRMS Installation (document no._____), which is attached to the Technical Documents (installation specification) and is attached hereto as Schedule B (the "**Additional Specifications**").

1. Effective Date

This Installation Order shall come into effect immediately upon the Contractor providing the Company with an adjusted Performance Guarantee, as required by Clause 7.3.2.3 of the General Conditions.

2. Scope of Installation Order

The Contractor shall perform all required Works for the installation of the _____ PRMS (the "**_____ PRMS Installation Works**") pursuant to all the terms and provisions of the Contract and as set forth more specifically in the Installation Bill Of Quantities, the Battery Limits, the General Construction Requirements, the Additional Specifications and any other technical document provided by the Company (the "**Technical Documents**").

Without derogating from the provisions of the above-mentioned documents, the Contractor hereby acknowledges and agrees that the installation of the _____ PRMS shall be performed in a separated yard inside a gas operated station. The Contractor further undertakes to follow all of the Company's gas safety instructions provided thereto on site. Prior to the commencement of the Works on Site, the Contractor shall submit to the Company's Operation and Maintenance Manager a "risks management plan" for his approval.

For the avoidance of doubt, the _____ PRMS Installation Works include conducting the cold commissioning and assistance to the hot commissioning of the _____ PRMS but, the Installation Price (as defined below) shall **not** include payment for such hot and cold commissioning since such payment shall be included in the Contract Price that is set forth in the Purchase Order for the _____ PRMS (Purchase Order no._____ , in accordance with the chapter for Site Activities in the BOQ).

3. Price

3.1. Accounting and payment Currency is New Israeli Shekels.

3.2. The _____ PRMS Installation Works shall be executed at a fixed and firm price, not subject to escalation and/or currency fluctuation.
The price for this Installation Order shall be:
_____ New Israeli Shekels (the "**Installation Price**") for performance of all _____ PRMS Installation Works pursuant to all terms and conditions of the Contract and in accordance with the Technical

Documents. For the avoidance of doubt, the Installation Price set forth in Clause 3.2 or specified in Change Order shall constitute full and final compensation, and shall be all – inclusive, regarding any Goods and Works supplied, notwithstanding whether they are listed in the Technical Documents and/or Technical Volumes or any additional technical document provided by the Company, and, unless expressly otherwise specified, shall include, without limitation:

a) salaries, wages, allowances including overtime, bonuses, premiums and other incentive payments, paid holidays, sick leave payments, graduated pensions, contributions made to superannuating and pension funds or other retirement benefit schemes, contributions to compulsory and complementary medical and sickness schemes, welfare facilities, redundancy payment contributions, industrial training levy, personnel rotation expenses and shift premiums, all severance pay funds, continuing education funds, manager's insurance and any other social and/or employment benefit program common in the State of Israel, and in general all burdens, contributions, insurance, taxes and payments, emoluments and expenses which Contractor incurs and/or effects in respect of his employees or agents under applicable Law or regulations including those under the statue or by agreement with national or local Trade Unions or under employment policies;

b) overheads, profits, contingencies, depreciation, head office charges, managerial and administrative expenses, all preliminaries and contract administration, financing costs and bank expenses including bank guarantees and bid bond, transfer charges, all taxes and duties as set out in the Contract, insurance premiums and deductibles, compliance with procedures, regulations and all applicable Law, cleaning of Site, all downtime and time lost (except as expressly allowed under the Contract) including breakdowns, repair time, waiting on weather or for approvals or authorizations, work disruptions even if due to other contractors on site and any and all direct or indirect costs and expenses due to subcontracting, including contingencies;

c) co-ordination and interface with Company, the Engineer, Subcontractors, anyone else acting on behalf of the Company, other contractors of the Company, Vendors, government and customs authorities, certifying entities, and any third parties;

d) offices and furnishings, secretarial and clerical services, material and equipment including for drafting, office supplies and consumables, lighting, electricity, heating and air conditioning, telephone, telex, telefax, mail and courier services, printing and reproduction costs, computer and computer-associated costs, office and lodging accommodation, sanitary and messing facilities;

e) services for Company use under the Contract;

f) compliance with safety requirements and regulations, supply of safety gear, protective clothing and other protection-related items, safety and first aid training, medical care and facilities, fire fighting equipment, emergency evacuations, all preventive measures;

g) supply and handling all Contractor ITEMS and all material, means, equipment including Construction Equipment owned or hired, tools and the like for the performance of the _____PRMS Installation Works;

h) facilities and shops including for fabrication, storage and testing, camps, shelters, temporary works, scaffoldings and the like;

i) all consumables (air, gases, grease, oil, fuel, welding consumables and the like) and utilities (lighting, power, electricity, water);

j) maintenance, caretaking, protection, safekeeping, security measures;

k) inspections, samples and tests, certification, documentation, controls including quality control and verifications;

l) all costs and expenses whatsoever related to the subcontracting and purchase orders including all enquiries, supply, expediting and transport costs and expenses whatsoever nature;

m) receipt, handling, inspection, storage, protection and installation of Company Items, if any;

n) spare parts for start-up operations and in general everything necessary for the complete performance of the _____ PRMS Installation Works in full compliance with the Contract, except if specifically stated in the Contract as being supplied by Company;

o) labour, supervision, engineering, administrative and managerial personnel, mobilization and demobilization costs and expenses for personnel and equipment, living and hotel accommodation costs, meals, travel time and expenses, fares and transportation, visa fees, authorizations, approvals, permits, licences (including for travel and missions), preparation of documents and compliance with requirements for importation and customs clearance, port charges and fees, unless expressly specified in the Contract as being supplied by Company or on a reimbursable basis;

p) all Contractors obligations, liabilities, duties, risks under the terms of the Contract or as can be inferred there from, and /or relating to, or otherwise connected to performance of the _____ PRMS Installation Works;

4. Payment and Invoicing

4.1. Payments shall be made in accordance with the Terms of Payment, in the sequence set forth in Clause 3.1.2 thereof.

4.2. The Contractor will be required to comply with all the applicable provisions of the Terms of Payment.

4.3. Receipt of any instalment in Section 4.1 shall be contingent upon presentation to the Company of the following documents:

a) Installation Performance Guarantee in accordance with the terms and provisions of the General Conditions Section 7.23.4 b; and

b) Insurance Certificate in accordance with the terms and provisions of the General Conditions 7.23.4 a ; and

c) A Certificate signed by Company and/or the Engineer evidencing the performance of the relevant part of the _____ PRMS Installation Works.

4.4. The invoices submitted by the Contractor shall be issued and submitted in accordance with the provisions of the Terms Of Payment and shall also:

a) bear the reference No. _____Dated: _____

b) be in the name of the Company (INGL – Israel Natural Gas Lines Company Ltd).; and

c) be sent to the Company at the address set forth in the Tender Documents.

4.5. The Company shall pay invoices received from the Contractor to the Contractor, subject to applicable laws, within forty-five (45) days after receipt thereof. Notwithstanding the foregoing the Company shall pay the VAT tax payment one (1) day before the due date of such payment. The Company

shall give payment instructions with value and date and furnish the Contractor with a copy of such instructions.

5. Time Schedule

The time schedule for starting the _____ PRMS Installation Works shall be_____. Notwithstanding and without derogation from the Contract, the Schedule for the PRMS Installation Works may be amended by the Company from time to time, following, inter alia, Clause 7.23.7 of the General Conditions of Contract for PRMS. The Site Installation (including cold commissioning) shall be completed no later than_____. Final Acceptance on Site shall be no later than_____. Clearance of Punch list shall be finished no later than_____. Detailed Time Schedule shall be issued by the Contractor in accordance with the terms in the Contract. The time schedule shall be coordinated with INGL. Notwithstanding anything to the contrary set forth in any of the provisions of the Contract and the Agreement, in case of contradiction or inconsistency between the terms contained in this Clause and the terms contained in the Frame Schedule as was issued in Purchase Order no._____, the terms contained in this Clause shall prevail.

For Company:	For acceptance by Contractor:
Name:	*Name:*
Title:	*Title:*
Signature:	*Signature:*
Date:	*Date:*

[Each page of this Purchase Order to be initialled by Contractor and Company]