



27.3.24

To:
Bidders

PRMS Department
e-mail: yaacoby@ingl.co.il
Ref: 471937

Via: e-mail

Re: Clarification No 4 & Amendment no. 2 – PRMS Tender
(INGL/TENDER/2023/53)

1. **General**

- 1.1. All capitalized terms not expressly defined herein shall have the meaning attributed to them in the Tender Documents.
- 1.2. The clarifications and amendments appearing below shall constitute an integral part of the Tender Documents.
- 1.3. Except where expressly stated herein, nothing in this clarification and amendment letter shall be construed to derogate from the Tender Documents.
- 1.4. Bidders are requested to send a confirmed signed copy of this Amendment no 2 & Clarification no. 4 promptly upon its receipt and to submit it signed as an integral part of their Bid.

2. **The Last Submission Date**

Last Submission Date provided in Clause 7 to the ITB is hereby postponed to **no later than May 1st, 2024 at 17:00 (Israel time).**

3. **Clarifications**

#	Document Name	Clause No.	Clarification Requested	Answers
1.	ITB	10.1.6	In which Envelope and paragraph shall we include the documents for "Integral Quality Assurance Department" of the Thresholds Requirements?	Envelope 1.
2.	ITB	11.1.18.3	Annex 13(6) missing. Please clarify	There is no Annex 13(6) to the ITB. The correct reference in this Clause are Annexes 13(4)-(5).
3.	ITB	11.1.2	Document shall be issued by JV or by each Member?	Table of content shall be issued by the Bidder (single entity Bidder or a JV Bidder, as applicable).
4.	ITB	11.2.3	We cannot find Exhibit C document no. 372414 in the tender package.	Exhibit C to the GTC (frame schedule) is uploaded to the Company's website. Please note that is a guideline frame schedule. A specific Project frame schedule will be issued a part of future RFQ.



	Document Name	Clause No.	Clarification Requested	Answers
5.	ITB	11.1.15	Please confirm that the corrects Annex to comply with in this Clause is Annex 12.	Confirmed.
6.	ITB	11.2.1	Please clarify if we shall provide specific and detail information as requested for all the Projects listed in annex 15 or only one Project is sufficient.	Not confirmed. The information and documents required in accordance with Clause 11.2.1 shall refer to each and every presented project in Annex 15.
7.	ITB	Annex 14	3.3.2.2 section is missing. Please clarify the correct reference.	The correct references in Clauses 1.1.1, 1.2 and 1.3 of Annex 14 to the ITB is 11.2.2 to the ITB.
8.	ITB	Annex 18	Please clarify what do you mean for Regulatory Authorities	The name of the local Regulatory Authorities (if applicable) regulating such entity.
9.	Table of Contents for PRMS 2023 Tender-Technical Volume	Doc. IEN-ESP-DRG-0001	Please clarify if the ESP-DRG-0001 (General Legend) Rev.1 has to be taken as reference.	Yes, please follow according to REV 1
10.	Table of Contents for PRMS 2023 Tender-Technical Volume	EEE-ESJ-LIS-029	Please clarify if Rev.3 has to be taken as reference.	Yes, please follow according to REV 3
11.	General	-	Please share with us the SI 5664 part 1 and 2 or give us information on how to purchase it since we weren't able to get it from the sii website (www.sii.org.il/en/).	Attached See Amendment number 2 below – item 4.2.4.



#	Document Name	Clause No.	Clarification Requested	Answers
13	Table of Contents for PRMS 2023 Tender-Technical Volume	-	the Guidance for a PRMS Logic & control doc. n° CAO-X90-DOC-0001 does not exist anymore. The correct doc. n° is now 247959. Please confirm.	Confirmed. The same document" PRMS Logic &Control" had a new reference (247959).
14	Table of Contents for PRMS 2023 Tender-Technical Volume	-	Calibration Gas Mixtures specification does not exist anymore. It is part of doc no. 453765 "Functional Specification for Volume Corrector". Please Confirm	Confirmed
15	Table of Contents for PRMS 2023 Tender-Technical Volume	-	the applicable revision of specification number 426030 (Corrosion Protection for Installations within Marine Environment) is 0, but in the documentation received is attached the revision 1. Please clarify.	Typo mistake, REV 1 is the updated one. Please find the revised specification, see amendment 2 item 4.1.4
16	Table of Contents for PRMS 2023 Tender-Technical Volume	-	the applicable revision of specification number EEN-ESJ-SPC-004 (Functional Specification for Instrument Cabling and Installation) is 4, but in the documentation received is attached the revision 5. Please clarify.	Typo mistake, REV 5 is the updated one. Please find the revised specification, see amendment 2 item 4.1.4.
17	Table of Contents for PRMS 2023 Tender-Technical Volume	-	the applicable revision of specification number EEN-ESJ-SPC-005 (Functional Specification for Station Control System) is 6, but in the documentation received is attached the revision 7. Please Clarify.	Typo mistake, REV 7 is the updated one. Please find the revised specification, see amendment 2 item 4.1.4.



#	Document Name	Clause No.	Clarification Requested	Answers
18	Table of Contents for PRMS 2023 Tender-Technical Volume	-	the applicable revision of specification number EEN-ESJ-SPC-010 (Functional Specification for Telecommunication Interfaces) is 4, but in the documentation received is attached the revision 5. Please Clarify.	Typo mistake, REV 5 is the updated one. Please find the revised specification, see amendment 2 item 4.1.4.
19	Table of Contents for PRMS 2023 Tender-Technical Volume	-	the applicable revision of specification number IEN-CSE-PRO-0011 (Flange Assembly procedure) is 3, but in the documentation received is attached the revision 4. Please Clarify.	Typo mistake, REV 4 is the updated one. Please find the revised specification, see amendment 2 item 4.1.4.
20	Table of Contents for PRMS 2023 Tender-Technical Volume	-	the applicable revision of specification number THL-ESM-DDT-0021 (Make up water feeding system) is 3, but in the documentation received is attached the document THL-ESM-DDT-0201 revision 2. Please Clarify.	Typo mistake, REV 2 is the updated one. Please find the revised specification, see amendment 2 item 4.1.4.
21	Table of Contents for PRMS 2023 Tender-Technical Volume	-	the applicable revision of specification number EEN-ESJ-SPC-014 (Cable Installation) is 4, but in the documentation received is attached the revision 5. Please Clarify.	Typo mistake, REV 5 is the updated one. Please find the revised specification, see amendment 2 item 4.1.4.



#	Document Name	Clause No.	Clarification Requested	Answers
22	Table of Contents for PRMS 2023 Tender-Technical Volume	-	<p>Following documents are mentioned in the table of content but not submitted:</p> <ol style="list-style-type: none"> 397273-1 rev 2 Calibration Gas Mixtures Specification EEN-ESJ-BDB-002 rev 3 Telecommunication Block Diagram EEN-CSE-SPC-001-A rev 3-A attachment to field welding EEN-CSE-SPC-002-A rev 3-A attachment to welding inspection. <p>Please clarify if they are applicable and in case forward them to us.</p>	<ol style="list-style-type: none"> Doc. 397273-1 rev 2 Calibration Gas Mixtures Specification is part of "Functional Specification for Volume Corrector" not applicable. Please find the revised specification, see amendment 2 item 4.1.4. not applicable Please find the revised specification, see amendment 2 item 4.1.4. not applicable. Please find the revised specification, see amendment 2 item 4.1.4.
23	Table of Contents for PRMS 2023 Tender-Technical Volume	-	<p>Following documents have been submitted but not included in the "Table of Contents for PRMS 2023 Tender-Technical Volume"</p> <ol style="list-style-type: none"> 2063-BAR-GEN-SPC-0001 rev 0 Corrosion Protection for Installations within Industrial/Desert Environment – Sedom ENG-X17-SPC-0015 rev 4 Typical design and instructions for PRMS working platforms and its extra items <p>Please clarify if they are applicable and in case forward them to us.</p>	<p>All this document is applicable for this tender: Please find the revised table of content for PRMS 2023 Tender Technical volume, see amendment 2 item 4.1.4. and the specification themselves (see amendment 2 item 4.2,5 and 4.2.6.</p>



#	Document Name	Clause No.	Clarification Requested	Answers
24	Table of Contents for PRMS 2023 Tender-Technical Volume	-	<p>With amendment n°2 we receive the rev 12 of document number 347715 (EEN-ESMSPC-009) Pipe Class Specification For PRMS.</p> <p>We considered superseded the requirement of revision 11 even if it's the revision indicated on the table of content. Please Confirm.</p>	Confirmed rev. 12 is the update one.
25	EENEPISPC004-3 General Quality Assurance Requirements	8.2.1	<p>There is a reference to standard N° DIN EN 473 that has been superseded.</p> <p>Please confirm that we shall follow the standard in force (EN ISO 9712).</p>	Confirmed Please find the revised specification, see Amendment 2 below item 4.1.5.
26	IEN-ESM-SPC-0001 General Rules for Certification	2.1.9	<p>There is a reference to chapter 3.2, but this chapter do not exist in the specification.</p> <p>Please clarify to the correct chapter we need to refer to.</p>	There is no chapter 3.2 in the spec
27	IEN-ESM-SPC-0001 General Rules for Certification	2.1.14 Example 1	<p>In the picture description (*) there is a reference to the Appendix 1.</p> <p>Please confirm that is a typo and we shall refer to Appendix 2.</p>	Confirmed
28	IEN-ESM-SPC-0001 General Rules for Certification		<p>In note 3 there is a reference to standard N° 97/23/EG that has been superseded.</p> <p>Please confirm that we shall follow the standard in force (2014/68/EU).</p>	Confirmed



#	Document Name	Clause No.	Clarification Requested	Answers
29	323989 Table of Content & Guidelines for PRMS Station book & the Request for Gassing up	-	We received two files with the same revision number and date but with two different revision description. Please clarify which one shall be followed.	It's the same document. Please follow the attached spec see Amendment 2 item 4.2.1.
30	EEN-ESP-SPC-028 Specification Dust-/ Liquid Separator	-	we received two files rev.8; one dated 17.10.23 and the other dated 28.08.23 Please confirm that the revision to be followed is the one dated 17.10.23.	Confirmed. Revision 8 dated 17.10.23 is govern.
31	EEN-ESP-SPC-028 Specification Dust-/ Liquid Separator	2.1	There is a reference to standard N° 97/23/EC that has been superseded. Please confirm that we shall follow the standard in force (2014/68/EU).	Confirmed Revision 8 dated 17/10/23 include the correct reference. For the avoidance of any drought, attached here you can find the specification again, see Amendment 2 item 4.2.4.
32	EEN-ESP-SPC-029 Specification Heat Exchanger	2.1	There is a reference to standard N° 97/23/EC that has been superseded. Please confirm that we shall follow the standard in force (2014/68/EU).	Confirmed Please find the revised specification, see Amendment 2 item 4.1.13
33	ENT-ESP-SPC-002 Specification Electrical Heater	2	There is a reference to standard N° 97/23/EC that has been superseded. Please confirm that we shall follow the standard in force (2014/68/EU).	Confirmed Please find the revised specification, see Amendment 2 item 4.1.6



#	Document Name	Clause No.	Clarification Requested	Answers
34	ENT-ESP-SPC-002 Specification Electrical Heater	4.4	Difference between allowed in-direct electric heater and not-allowed direct electric heater is not clear. Please clarify which kind of direct electric heater is not allowed.	Direct electrical heating element is not allowed.
35	ENT-ESP-SPC-002 Specification Electrical Heater	-4.4.2 & 4.4.7	There is a reference to standard N° 94/9/EG that has been superseded. Please confirm that we shall follow the standard in force (2014/34/EU).	Confirmed Please find the revised document, see Amendment 2 item 4.1.7 below
36	EEN-ESP-SPC-033 Specification Control Valves	2.2	In the note is written that the requirements of NEN 3650 supersede all other reference. Please confirm that is a typo and the main requirements are given by SI 5664.	Confirmed Please find the revised specification, see Amendment 2 item 4.1.3.
37	EEN-ESP-SPC-034 Pressure Vessel General Requirements	2.1	There is a reference to standard N° 97/23/EC that has been superseded. Please confirm that we shall follow the standard in force (2014/68/EU).	Confirmed Please find the revised specification, see Amendment 2 item 4.1.7
38	EEN-ESP-SPC-034 Pressure Vessel General Requirements	3.1	There is a reference to a Section VII of ASME Please confirm that is a typo and we shall refer to Section VIII.	Confirmed Please find the revised specification, see Amendment 2 item 4.1.7
39	EEN-ESP-SPC-034 Pressure Vessel General Requirements	4.2.2	Page 7 is blank. Please confirm.	Confirmed
40	326780 Specification Pressure Safety Valve	2.2	There is a reference to standard N° 201497/68/EU. Please confirm that is a typo and we shall follow the standard 2014/68/EU.	Confirmed Please find the revised specification, see Amendment 2 item 4.1.8



#	Document Name	Clause No.	Clarification Requested	Answers
41	EEN-ESM-SPC-002 Piping Material Specification	1.1.2	<p>It is stated that piping will be fabricated according to ASME B31.8.</p> <p>Please confirm if, as per previous project, this statement shall be intended as: materials according to ASME, welding and testing according to EN</p>	Confirmed
42	EEN-ESM-SPC-002 Piping Material Specification	2.7-	<p>Several Standards mentioned in this chapter are superseded or withdrawn without substitution.</p> <ol style="list-style-type: none"> 1. ISO 468 – withdrawn without substitution 2. DIN 54109 – superseded by EN ISO 19232 3. EN 10208-2 – superseded by EN ISO 3183 4. EN 288-3 – superseded by EN ISO 15614 5. EN 287-1 – superseded by EN ISO 9606 <p>Please confirm that we shall follow the standards in force.</p>	<ol style="list-style-type: none"> 1. ISO 8503 latest revision shall be use 2. Confirmed 3. Confirmed 4. Confirmed 5. Confirmed
43	EEN-ESM-SPC-002 Piping Material Specification	4.8	<p>The design pressure requirement is 110 bar.</p> <p>According to piping class the design pressure shall be 80 bar.</p> <p>Please confirm which design conditions shall be followed.</p>	<p>Typo mistake, 80 bar design pressure Confirmed</p> <p>Please find the revised document, see Amendment 4 item 4.1.9</p>



#	Document Name	Clause No.	Clarification Requested	Answers
44	EEN-ESM-SPC-002 Piping Material Specification	7.6.1 & 7.6.8	<p>For valve/flange connection $\geq 6''$ bolts and nut shall be certified 3.2 according to EN 10204 For valve/flange $< 6''$ no requirement stated.</p> <p>According to Specification n°324035(IEM-ESM-SPC-0001) "General Rules For Certification", Stud bolts and nut material certificate; bolts and nuts shall be certified:</p> <ul style="list-style-type: none"> - If bolt diameter $< 3''$ 2.2 according to EN 10204 - If bolt diameter $\geq 3''$ 3.2 according to EN 10204 <p>Please confirm that requirements of Specification n°324035(IEM-ESM-SPC-0001) "General Rules For Certification" governs the certificate request for those items.</p>	Confirmed – The requirements of Specification n°324035 (IEM-ESM-SPC-0001) "General Rules For Certification" governs the certificate request for those items.
45	EEN-ESP-SPC-003 Installation of Instruments and Instrument Piping	4 & 8	<p>At chapter 4 is indicated that tubing shall have metric dimensions, in chapter 8 the dimensions are in inches.</p> <p>Please clarify which unit of measurement shall be followed.</p>	Typo mistake, should be inches. Please find the revised specification, see Amendment 4 item 4.1.10
46	EEN-ESM-SPC-005 Painting Specification	1	<p>Is written that the main standard to follow is NEN 3650.</p> <p>Please confirm if for this specification we shall follow the NEN 3650 or the SI 5664.</p>	Please follow according to the SI 5664 Please find the revised specification, see Amendment 2 item 4.1.2.



#	Document Name	Clause No.	Clarification Requested	Answers
47	2040-BAR-GEN-SPC-0001 Corrosion Protection for Installations within Industrial/Desert Environment	2	Is written that the main standard to follow is NEN 3650. Please confirm if for this specification we shall follow the NEN 3650 or the SI 5664.	Please follow according to the SI 5664
48	426030 Corrosion Protection for Installations within Marine Environment	2	Is written that the main standard to follow is NEN 3650. Please confirm if for this specification we shall follow the NEN 3650 or the SI 5664.	Please follow according to the SI 5664
49	EEN-ESM-SPC-009 Pipe Class Specification For PRMS	5.4	Pressure rating is different from table at chapter 4: ANSI 600/900 vs ANSI600 only. Please confirm which shall be followed.	Please follow according to ANSI 600
50	EEN-ESM-SPC-013 Specification for Welding and Welding Consumables	3 & 8.4 & 8.6 & 8.7 & 10	Several Standards mentioned are superseded: 1. EN 287-1 – superseded by EN ISO 9606 2. EN 473 – superseded by EN ISO 9712 3. EN 1435 – superseded by EN ISO 17636 4. NEN 1714 – superseded by EN ISO 17640 Please confirm that we shall follow the standards in force.	1. Confirmed 2. Confirmed 3. Confirmed 4. Confirmed Please find the revised specification, see Amendment 2 item 4.1.11.



#	Document Name	Clause No.	Clarification Requested	Answers
51	EEN-ESM-SPC-014 Specification for NDT/NDE	5 & 5.1 & 5.4 & 5.12 & 6 & 6.1 & 6.2 & 7 & 10.2	<p>Several Standards mentioned are superseded:</p> <ol style="list-style-type: none"> 1. EN 1435 – superseded by EN ISO 17636 2. EN 473 – superseded by EN ISO 9712 3. EN 584 – superseded by EN ISO 11699 4. EN 462 – superseded by EN ISO 19232 5. EN 1714 – superseded by EN ISO 17640 6. BS EN 12668 – superseded by EN ISO 22232 7. EN 571 – superseded by EN ISO 3452 8. EN 12517 – superseded by EN ISO 10675 9. EN 1712 – superseded by EN ISO 11666 <p>Please confirm that we shall follow the standards in force.</p>	<ol style="list-style-type: none"> 1. Confirmed 2. Confirmed 3. Confirmed 4. Confirmed 5. Confirmed 6. Confirmed 7. Confirmed 8. Confirmed <p>Please find the revised specification, see Amendment 2 item 4.1.12.</p>
52	ENG-X81-MAN-0001 Document Control Manual	Table of contents	<p>We received two files with the same revision index and date. One of the two has a diagram inside the table of content.</p> <p>Please confirm that the version that shall we follow is the one without the diagram in the table of content.</p>	Confirmed
53	EEN-ESJ-SPC-003 Functional Specification for Instrument Tubing	6.2	<p>According to chapter 6.2 we understand that we can choose any manufacturer of locking screw-fitting ring if it's equivalent to "Swagelok".</p>	<p>Typo Mistake. According to Annex 14 it should be only Hamlet. Please find the revised spec, see Amendment 2 item 4.1.15.</p>



#	Document Name	Clause No.	Clarification Requested	Answers
54	IEN-CSE-PRO-001 Flange Assembly Procedure	5.2.4	<p>According to chapter 5.2.4 is requested that bolts, nuts and gasket shall be certified 3.1 according to EN10204. According to Specification n°324035(IEM-ESM-SPC-0001) "General Rules For Certification" -If bolt diameter < 3" the certificate shall be 2.2 according to EN 10204 -If bolt diameter ≥ 3" the certificate shall be 3.2 according to EN 10204</p> <p>Please confirm that requirements of Specification n°324035(IEM-ESM-SPC-0001) "General Rules For Certification" governs the certificate request for those items.</p>	According to Appendix 1 Table a 3.1 certificate is required with note 4, bolt/nuts diameter equal and above 3" a 3.2 Cert is required
55	IEN-CSE-PRO-0007 General Leak Test Procedure for PRMS & Vents	5	<p>Is written to follow NEN 3650 requirements for safety aspect.</p> <p>Please confirm if for this specification we shall follow the NEN 3650 or the SI 5664.</p>	SI 5664 shall be followed.
56	EEN-EPI-SPC-030 Third Party Inspection	3	<p>Is written that the main standard to follow is NEN 3650.</p> <p>Please confirm if for this specification we shall follow the NEN 3650 or the SI 5664.</p>	SI 5664 shall be followed



#	Document Name	Clause No.	Clarification Requested	Answers
57	EEN-CSE-SPC-001 Field Welding	1 & 3.2-	<p>Several Standards mentioned in this chapter are superseded or withdrawn without substitution.</p> <ol style="list-style-type: none"> 1. EN 12732:2000 – superseded by edition 2022 2. EN 287-1 – superseded by EN ISO 9606 3. EN 1418 – superseded by EN ISO 14732 4. ISO 288-9 – withdrawn without substitution. <p>Please confirm that we shall follow the standards in force.</p>	<ol style="list-style-type: none"> 1. Confirmed 2. Confirmed 3. Confirmed 4. Confirmed <p>Please find the revised specification, see Amendment 2 item 4.1.16.</p>
58	EEN-CSE-SPC-002 welding inspection	1 & 7.1 & 7.2.3 & 7.3.1 & 7.3.2 & 7.3.2.2 & 7.4 & 8.1 & 8.2	<p>Several Standards mentioned in this chapter are superseded or withdrawn without substitution.</p> <ol style="list-style-type: none"> 1. EN 12732:2000 – superseded by edition 2022 2. EN 1435 – superseded by EN ISO 17636 3. EN 12062 – superseded by EN ISO 17635 4. EN 473 – superseded by EN ISO 9712 5. EN 462 – superseded by EN ISO 19232 6. EN 1714 – superseded by EN ISO 17640 7. EN 27963 – superseded by EN ISO 7963 8. EN 1289 – superseded by EN ISO 23277 9. EN 970 – 	<ol style="list-style-type: none"> 1. Confirmed 2. Confirmed 3. Confirmed 4. Confirmed 5. Confirmed 6. Confirmed 7. Confirmed 8. Confirmed 9. Confirmed 10. Confirmed <p>Please find the revised specification, see Amendment 2 item 4.1.14</p>



			<p>superseded by EN ISO 17637</p> <p>10. EN 25817 – superseded by EN ISO 5817</p> <p>Please confirm that we shall follow the standards in force.</p>	
--	--	--	--	--

#	Document Name	Clause No.	Clarification Requested	Answers
59	37227 (IEN-ESP-RQU-001) General Criteria for PRMS	6.6.4	<p>Boilers design as 3x50% of thermal duty instead of 3x75%.</p> <p>Please confirm.</p>	<p>Depends on each individual project. INGL will specify for each project in the Process Flow Diagram attached to the RFQ. Please find revised document, see Amendment 2 item 4.1.1</p>
60	37227 (IEN-ESP-RQU-001) General Criteria for PRMS	6.6.4	<p>VFD for burner are not allowed, but due to requested turndown, it may be requested as per previous projects.</p> <p>Please confirm.</p>	<p>Please follow according to the General Criteria for PRMS</p>
61	37227 (IEN-ESP-RQU-001) General Criteria for PRMS	Appendix B	<p>General Comments: Engineering Plan example is not following recent projects' structures.</p> <p>Please confirm which example shall be followed.</p>	<p>Please follow according to the new Appendix B</p>
62	468691 (EEN-ESM-SPC-001) System Design Data Book	3.2.1 & 3.2.2 & 3.2.4 & 5.3&5.1	<p>In clause 3.2.1 the Pipeline Design Pressure (DP) is defined as 80 barg, while in clause 5.3 are mentioned high pressure pipeline with Design Pressure =100barg with a Design Temperature might be higher than 50°C as stated in clause 5.5.1, leading the design to pipe rating ANSI 900. This is in contrast with clause 5.6 for which the inlet piping connection is ANSI600.</p> <p>Please confirm the Design Pressure for the PRMS=80 barg</p>	<p>Confirmed. The Pressure for the PRMS=80 barg, unless specifically indicated in the future Project RFQ documents</p>



#	Document Name	Clause No.	Clarification Requested	Answers
63	468691 (EEN-ESM-SPC-001) System Design Data Book	5.5.1	Design Temperature is now 50°C while in other updated specifications is still 60°C. Please confirm.	Confirmed The Design Temperature is now 50°C
64		3.2.4	It is stated that pipeline corrosion allowance is now 3mm. Please confirm that for PRMS natural gas piping, corrosion allowance is =0 mm	Confirmed
65	264299 Typical Hook-up Drawings		Modification of sizes from mm to inches means the selection of different components. Please confirm.	The products must be selected according to the updated specifications
66	EEN-ESJ-SPC-004 Functional Specification for Instrument and Communication Cabling and Installation	2 & 3	For better understanding, please confirm that FR stands for Flame Retardant, including standard EN 60332-1/2/3 in para.2	Confirmed
67	EEN-ESJ-SPC-004 Functional Specification for Instrument and Communication Cabling and Installation	5.1	Please confirm that the added requirement for communication cables Dielectric Strength=700V/minute is referred to Dielectric Strength to shield.	Confirmed
68	GTC	2.5.2, 5.8, 7.9.2, 7.12.1.2, 7.12.2.2 and, 13.10.2	It presents some wording in Hebrew: please translate into English.	There are some sections reference numbers which have typological mistakes. <u>With your submittal to the Tender, please use the updated version of the GTC published at Company's website and attached here as amendment no.</u>
69	GTC	4.1.2 & 4.1.3	To avoid any wrong translation from Hebrew to English, we please the Company to provide English version of GTC annexes into English. The prevailing language shall always be English.	The GTC's annexes are all in English.



#	Document Name	Clause No.	Clarification Requested	Answers
70	GTC	13.1.2	Please clarify if the requirement is valid only if Contractors' technician cannot commission the metering line and will assign the job to a third party on behalf of Contractor or also Contractor technician shall be certified by each equipment manufacturer?	The technicians can be the Contractor's technicians or third-party technicians on behalf of Contractor, provided that they are certified by each equipment manufacturer. Please see the term change in the updated version of the GTC published at Company's website.
71.	GTC	13.1.2	Instead of submitting the technician certification during the RFQ we propose that the Contractor will submit such certification for Company's approval 2 months before the Commissioning.	Not confirmed.
72.	GTC	15.3.9	We request to re-evaluate the fee from \$1,500 to \$1,000 per day.	The fee has been amended to € 1,000.
73.	GTC	15.5.2	Please confirm that extension of Defect Liability Period for replacement and/or repair of one component/part of the PRMS shall apply to the component/part only, not to the complete PRMS.	Confirmed.
74.	GTC	7.3.2.2	Please confirm that duration of Performance Guarantee is related only to Defect Liability Period of PRMS. This means that in case of Defect Liability Period extension (par. 15.5.2) to one component for repair/replacement any extension of Performance Guarantee is due.	It depends on the scope of the required repair/replacement. As provided in Clause 7.3.2.2 to the GTC the Performance Guarantee may be extended from time to time, at the Company's sole discretion until 30 days after the end of the Defect Liability Period, which itself may be extended in accordance with Clause 15.5 to GTC.



#	Document Name	Clause No.	Clarification Requested	Answers
75.	GTC	2.3.2	Please add at the end of the Clause the following: <i>However, it is understood that in case the Company Representative has not acted in accordance with Clause 2.3.1 above, the Contractor cannot be held liable with regards to activities carried out following such decisions/instructions.</i>	The references in this Clause had been changed to Clauses 2.1.2.5 and/or 2.1.2.9. Please also see the amended Clause 2.1.2.5 in the updated version of the GTC.
76.	GTC	3.1.2	To be amended as follows: "If required by the government of the State of Israel, the Company may assign the Contract or any part thereof to a third party, provided it ensures that any assignee shall be bound by all of the relevant terms and provisions of the Contract. In such event, a written notice shall be delivered to the Contractor, <i>who shall be entitled to terminate the Contract</i> ".	Not Confirmed.
77.	GTC	4.6.8.4	To be amended as follows: "If the Contractor believes that there exists a contradiction or lack of conformity or dual meaning between any of the provisions of the GTC and other provisions or if the Contractor is in doubt as to the correct interpretation, the Contractor shall act according to the instructions of the Company Representative whose professional determination shall be final. So as to avoid doubt, a dispute in connection with what is	Not approved.



		<p>stated shall not constitute grounds to delay the performance of the Works by the Contractor and/or by anyone acting on his behalf, provided that the Company Representative shall timely respond to the Contractor's requests of clarifications."</p>
--	--	---

#	Document Name	Clause No.	Clarification Requested	Answers
78.	GTC	6.9.1.2	Please clarify: "...provided that the total Agreement Price of the additional Projects ordered from the Contractor shall not exceed (cumulatively) 50% of the Agreement Price (including Linkage) for the original Project ordered from the Contractor".	Clause 6.9.1.2 to the GTC has been deleted.
79.	GTC	6.10.4	To be amended as follows: " without prejudice to what provided under clause 25 (Force Majeure) , the general labor and political situation at the Site area and in Israel".	Not approved. Contractor's sufficiency of all the rates and prices included in the Bill of Quantities of a RFQ is not related to the remedies applicable in a Force Majeure situation as provided in Clause 25 of the GTC.
80.	GTC	7.7.3	With respect to item (ii) of this Clause please advise who is the "Foreign Expert"?	Please see the clarification of Clause 7.7.3 in the updated version of the GTC. The Contractor may employ foreign persons who meet all criteria required under Israeli law to be deemed a foreign expert. For further information please see: https://www.gov.il/en/Departments/policies/request_for_working_permit_expert_foreign_workers_procedure/



#	Document Name	Clause No.	Clarification Requested	Answers
81.	GTC	7.8	The withhold or withdraw of the approval should be for justified reasons.	<i>Clause 7.8 of the GTC shall be amended as follows: With regard to all personnel and employees provided by the Contractor for the purposes of the Project and the Works, and without derogating from the powers of the Company as set forth in Clause 7.7.5 above, the Company Representative shall be entitled, <u>for justified reasons</u> at his sole discretion, to withhold approval or withdraw approval previously granted for the employment of a certain person in connection with the Project and the Works and to instruct the Contractor, in writing, to (a) remove any person from the Site forthwith, or within such time period, not to exceed fourteen (14) days, as the Company Representative shall stipulate, and to remove that person from any connection with the Project and the Works or (b) to replace such person, and the Contractor shall be obligated to comply with such instruction.</i>
82.	GTC	7.10.2	The inviolability of the software/data shall be granted also by Company's IT structure.	Noted
83.	GTC	7.11.2	Please amend as follows: "The Contractor shall bear sole responsibility for its compliance with all applicable Laws regarding the requirements set forth in Clause 7.11.1 above during the Contract Period, and shall indemnify and hold harmless the Company from and against any liability for damages due to the aforementioned disturbances or other pollution and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability arising directly from its performance of the Works. "	Not approved.



#	Document Name	Clause No.	Clarifications	Answers
84.	GTC	7.12.1.3	Does it mean that the Contractor shall be responsible also for works performed by third parties engaged by the Company?	No. Please refer to Clause 7.12.1 of the GTC for further clarifications with respect to Prime Contractor's responsibilities. Please also note that the Clause amendment in order to clarify that such nomination is by the Company.
85.	GTC	7.16.3.4	It is not acceptable that the Contractor's liability shall be linked to provisions contained in an agreement negotiated and signed by the Company with a third party (IEC).	Clause 7.16.3.4 to the GTC had been erased and Clause 7.16.3 to the GTC had been amended as provided in the updated version of the GTC.
86.	GTC	7.21.2	10 years are very long period for validity of price: we please to revise to five (5) years.	The Clause has been amended as follows: <i>The Contractor, and each of the Constituting Entities (if applicable), hereby undertakes and agrees that for a period of up to ten (10) years starting from the date of issuance of the Take Over Certificate, the Company may purchase from the Contractor and each of the Constituting Entities spare parts for the Goods. The prices for such spare parts in the first five (5) years of the above term shall at prices not Exceed higher than the prices set forth in the Bill of Quantities for any future RFQ.</i>
87.	GTC	15.1	Contractor's liability for latent defects cannot fail to have a time limitation.	Not approved.
88.	GTC	26.3.2	The decision to proceed with replacement or repair shall be at Contractor's discretion.	Not approved.
89.	GTC	15.6.1	All costs borne by the Company shall be reasonable and documented.	The ward "reasonable" has been added before the ward "costs".



#	Document Name	Clause No.	Clarifications	Answers
90.	GTC	16.3.4	<p>To be amended as follows: "If the Contract does not contain any rates or prices applicable to the type of goods and services required to execute the Change Order, the adjustment of the Contract Price shall be mutually agreed between the parties based upon reasonable market prices including a discount taking into account the nature and scope of such a Change. Failure to reach agreement on the adjustment to the Contract Price or the Schedule and Frame Schedule shall not release the Contractor from its obligation to proceed with the Change, and the dispute shall be settled in accordance with Clause 30 or at any time by mutual agreement, if possible."</p>	<p>Not approved.</p> <p>Please also note that Clauses 16.1.3-16.1.7 & 16.3.5 has been added to the updated version of the GTC, as follows:</p> <p><i>16.1.3 If the Contractor receives a Change Order or a notice of intent to issue a Change Order, or if the Contractor believes that an instruction issued by the Company constitutes a Change Order, the Contractor shall submit to Company's Representative, within 7 days, a proposal for implementing the change. This proposal should detail all required adjustments, if necessary according to the Contractor's professional judgment, to the schedule for executing the work and/or to the Price Agreement.</i></p> <p><i>16.1.4 It is hereby clarified that the proposal presented by the Contractor to the Company as described does not obligate the Company. The Company will determine whether the Contractor's claim is valid and the request is reasonable, considering the terms of the Agreement. Furthermore, the Company will decide on the duration of any extension to be granted and/or any additional payment to be made, if at all.</i></p> <p><i>16.1.5 The following circumstances shall not serve as cause for any change in unit prices:</i></p> <p><i>16.1.5.1 Instructions to be given to the Contractor by the Company Representative and/or any competent authority, in accordance with and within the framework of the standards referred to in the Agreement, for as long as such standards and/or Technical Volumes were not changed;</i></p> <p><i>16.1.5.2 Changes in planning (other than changes in the Typical Drawings and/or Special Specifications);</i></p> <p><i>16.1.5.3 Changes in unit quantities.</i></p> <p><i>16.1.6 It is hereby clarified that changes in the Typical Drawings and/or Special Specification for any item and/or instruction according to the above in event of a change in the standards and/or Technical Volumes, shall give cause to the issuance of a Change Order regarding price and/or schedule for the execution of such item, only if the Contractor proves in writing to the Company that the cost or the duration for the execution of the item was substantially changed.</i></p> <p><i>16.1.7 The Contractor acknowledges and agrees that a modification in the Company's general documents and specifications (typical Drawings or special specifications) shall not constitute a "Change" for the purposes of this Agreement,</i></p>



				<p>except in the case of a quantity change in scope.</p> <p>16.3.5 For the removal of doubt, the Contractor shall not be entitled to any adjustment or any other payment in the event that the Change Order was caused due to the Contractor's failure to uphold its obligations under the Agreement.</p>
91.	GTC	16.4.2	To be deleted.	Not approved.
92.	GTC	16.5	To be deleted.	Not approved.
93.	GTC	19.1	In order to avoid discussions, it would be preferable to agree upon the claim procedure before the Effective Date.	<p>Clause 19.1 has been replaced with Clauses 19.1-19.7 to the updated version of the GTC, as follows:</p> <p>19.1 Within 21 days from the occurrence of an event which entitles the Contractor, in its opinion, to any extension of the Completion Deadline and/or any additional payment under this GTC, the Contractor shall submit a written claim ("Claim") to the Company Representative, describing the event or circumstances giving rise to the Claim.</p> <p>19.2 The Claim shall include full supporting particulars of the basis of the Claim and of the extension of time and/or additional payment claimed.</p> <p>19.3 If the event or circumstance giving rise to the Claim has a continuing effect the fo-lowing shall apply:</p> <p>19.3.1 this fully detailed Claim shall be considered as an Interim Claim;</p> <p>19.3.2 the Contractor shall submit to the Company Representative updates to the Interim Claim on a monthly basis, giving the accumulated delay and/or amount claimed, and such further particulars as the Company Representative may reasonably require</p> <p>19.3.3 30 days after the event or circumstances giving raise to the Interim Claim have finalized, the Contractor shall submit a Final Claim summarizing all the particulars, and giving the overall accumulated delay and/or amount claimed.</p> <p>19.4 Within 45 days after receiving a Claim or the Final Claim, the Company Representative shall respond with approval or disapproval and detailed comments. The Company Representative may also request any necessary further particulars as he may reasonably deem fit. The Company Representative may approve the Claim as is or partially. Notwithstanding the above, the Company may postpone its response to a Claim for an extension of time and/or relating to extension of time until the Works have been completed.</p> <p>19.5 Each Payment Certificate shall include such additional payment for any Claim which has been duly substantiated by the Contractor and approved by the Company.</p>



				<p>19.6 If the Contractor fails to timely submit a Claim or if the Claim is denied, the Completion Deadline shall not be extended, the Contractor shall not be entitled to additional payment and the Company shall be discharged from all liability in connection with the Claim. In such event, the Contractor will be considered as having waived his claims and all his related suppliers definitively, completely and unconditionally.</p> <p>19.7 The Contractor shall keep such contemporary records as may be necessary to substantiate any Claim, either on the Site or at another location acceptable to the Company Representative. Without admitting the Company's liability, the Company Representative may, after receiving any Claim under this Clause 19, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Company Representative is authorized to inspect all these records, and the Contractor shall, if instructed, submit copies of any such records to the Company Representative.</p>
94.	GTC	21.2	Not acceptable, to be deleted.	Not approved.
95.	GTC	21.5.2	To be deleted: "to the complete satisfaction of the Company and the Company Representative".	The words "in accordance with the provisions of the Contract" had been added in the end of the Clause.
96.	GTC	21.7.1	Please clarify the scope of this clause.	The Clause is self-explanatory.
97.	GTC	21.7.2	To be amended as follows: "Without derogating from the above and subject to the provisions of Clause 22 below, it is hereby clarified that the Contractor shall be liable for (i) any and all damage and/or harm caused to the property of third parties, including the property of governmental or other local authorities caused by the negligence or breach of duty of the Contractor; ... "	Not approved.



#	Document Name	Clause No.	Clarifications	Answers
98.	GTC	22.1	To be amended as follows: "Without derogating from the provisions of this Contract, and from any liability and responsibility of the Contractor pursuant to any Law, the Contractor shall be liable for, and shall indemnify and hold the Company and the Company Representative the State of Israel, including, without limitation, the Ministry of Defense and anyone operating on their behalf, and any successors or assigns thereto, harmless against all damages, losses, liabilities, expenses, costs, penalties, compensation and claims in respect of any of the following"	The words "... including, without limitation, the Ministry of Defense and..." had been erased.
99.	GTC	22.1.1	To be amended as follows: "death of, or injury to any third party, including, without limitation, the Contractor's employees, the Sub-Contractor(s) and/or other persons or entities acting on behalf of the Contractor and any employees of the Company, the Company Representative, or anyone acting on behalf of the Company; and ..."	Not approved.



#	Document Name	Clause No.	Clarifications	Answers
100.	GTC	22.1.2	To be amended as follows: "loss of, or damage to, any property (other than the PRMS) owned by the Contractor or any third party, including the Company, and including the loss of use arising from the damage to the property, which may arise out of or in consequence of the execution Works and completion of the PRMS, including losses, damages and claims which are discovered after the completion of the Works and the remedying of any Defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto; and"	Not approved.
101.	GTC	22.2	To be deleted: "provided, however, that where there is a conflict of interests between the Contractor and the Company with regard to such claim the defence shall be conducted by the Company at the Contractor's expense. By acting in accordance with the foregoing, the Contractor shall not be deemed to waive any right to challenge the claim for indemnity hereunder."	Not approved. Please note that Clause 22.2 had been divided to sub-clauses in the updated version of the GTC.



#	Document Name	Clause No.	Clarifications	Answers
102.	GTC	22	The Contract should also include a reciprocal clause providing for Company's indemnity for loss/damage to property of Company, injury/death of persons employed by the Company, injury/death and/or loss/damage to property of third parties caused by the negligence or breach of duty of the Company.	Clause 22.3 to the GTC (Company Liability) has been replaced with the following: 22.3.1 <i>The Company shall be liable for and shall indemnify the Contractor and hold it harmless against all direct losses, expenses or claims in respect of loss of or damage to any physical property, or of death or personal injury whenever occurring to the extent caused by or arising out of any of the Company Risks as set forth in Clause 21.1.</i> 22.3.2 <i>In no event shall the Company be liable for any loss of profit, loss of use, loss of production, or for any other indirect or consequential damage how-soever and whatsoever caused that may be suffered by the Contractor.</i>
103.	GTC	23.1	To be amended as follows: "The Contractor's liability towards the Company for any direct loss or damage to the Company shall be limited to two (2) times the total Contract Price of the relevant Project (PRMS)."	The Clause has been deleted.
104.	GTC	23.2	To be deleted. There shall be no liability for indirect damages.	The Clause has been amended as follows: <i>The Contractor's liability towards the Company for any consequential loss and/or loss of profit to the Company - <u>deriving out of physical defect or damage to the Site and/or the Works and/or the System and/or any liability imposed on or attributed to the Company by any third party</u> - shall be limited to the total Contract Price of the relevant Project (PRMS).</i>
105.	GTC	23.3	To be deleted. Contractor's liability arising from this Contract shall not exceed in any case the total Contract Price.	The Clause has been deleted.



#	Document Name	Clause No.	Clarifications	Answers
106.	GTC	23.4	<p>To be amended as follows:</p> <p>"Notwithstanding the foregoing, any sums borne by the Contractor pursuant to the occurrence of any of the following events shall not be subject to the Limitation of Liability in this Contract, and shall not be counted towards the total aggregate liability: (i) claims by third parties for death, bodily injury and personal injury of any third party (ii) liabilities covered under the applicable insurance policies, under section 24.2 Contractor's Insurance herein, which will be limited to the limitation of liability of the insurer under the corresponding insurance policy, provided however that if the insurance coverage is impaired due to an act or omission of the Contractor, for the purposes of this provision, the Contractor will be liable up to the maximum amount of insurance proceeds that would have been available under any insurance policy of the Contractor, absent such impairing act or omission by the Contractor. iii) Cases of willful misconduct, fraud or gross negligence of the Contractor or its Subcontractor or labor (iv) Third party claims for infringement against intellectual property rights."</p>	<p>Clause 23.4(ii) to the GTC has been replaced with the following: <i>Contractor's liability satisfied by the proceeds of insurance required to be maintained in accordance with this GTC and/or the Agreement.</i></p> <p>Clause 23.4(ii) to the GTC has been replaced with the following: <i>Third party claims relating to an act or omission of the Contractor.</i></p>



107.	GTC	26.2	7 days to cure the event of Default is a really strict deadline. Considering the typology of the event of Default 7 days could also be the deadline to commence the cure.	Not approved, however please note that the Clause provides that the period of time shall be prescribed by the Company and will not be less than 7 days.
108.	GTC	26.4.2.5	The costs for completing the Works should always be reasonable and documented.	The word <i>reasonable</i> has been added to the Clause.
109.	GTC	26.5.2.6	Payment of the "Breakage Amount" shall occur after Termination Notice, since the Company will still have the Performance Guarantee until the end of the Defect Liability Period.	Not approved. This Clause deals with termination due to Contractor Default not cured after a Cure Notice had been given.
110.	GTC	27	This clause is very unfair and not standard. We kindly ask to reconsider it and allow Contractor's right to suspend/terminate the Works in case of Company's persisting failure to comply with its payment obligations.	<p>Clause 27.1.2 to the GTC has been erased and Clause 27.3 has been replaced with the following:</p> <p><i>27.3 If the Company has not remedied the Company Default by the expiry of the Cure Period, the Contractor shall be entitled to terminate this Contract by giving a written notice thereof to the Company. That notice shall take effect 14 days after the date thereof.</i></p> <p><i>27.4 Upon termination as set forth in this Clause 27, the Contractor shall be entitled to remove immediately all Contractor Equipment from the Site.</i></p> <p><i>27.5 The Parties will take reasonable action, under the circumstances of each case, to re-solve their differences as soon as possible.</i></p> <p><i>27.6 Payment upon Contractor Termination</i></p> <p><i>27.6.1 In the event that the Contract is terminated by the Contractor as aforesaid, the Company shall pay to the Contractor, insofar as such amounts or items have not already been covered by payments on account made to the Contractor, for all Work executed prior to the date of Termination, at the rates and prices as set forth in the Terms of Payment attached to the Bill of Quantities and in addition to:</i></p> <p><i>27.6.1.1 The amounts payable in respect of any preliminary items referred to in the Bill of Quantities, so far as the work or service comprised therein has been carried out or performed.</i></p> <p><i>27.6.1.2 The Reasonable Cost of materials or goods reasonably ordered for the Works which have been delivered to the Contractor or for which the Contractor cannot annul and is legally bound to accept delivery, provided that such materials, or</i></p>



				<p>goods shall be transferred to the Site and become the property of the Company upon such payments.</p> <p>27.6.1.3 Such proportion of the cost as may be reasonable, taking into account payments made or to be made for work executed, of removal of Contractor's Equipment from the Site and return thereof, if required, to the Contractor's main plant yard in his country of registration or to such other destination as the Contractor shall request, at no greater cost than the cost of transportation thereof to the Contractor's country of registration.</p> <p>27.6.1.4 The reasonable cost of repatriation of all the Contractor's staff and workmen employed on or in connection with the Works at the time of such Termination.</p> <p>27.6.1.5 Subject to the provisions of Clause 22.3 above, the amount of any loss or damage to the Contractor directly arising out of or in connection with or by consequence of such Termination provided, however, that against any payment due from the Company under this Clause, the Company shall be entitled to set off or be credited with any outstanding balances due from the Contractor any other sums which, at the date of Termination, were recoverable by the Company from the Contractor under the terms of the Contract.</p> <p>27.6.2 Any sums payable under this Clause shall, after due consultation with the Company and with the Contractor, be determined by the Company Representative, who shall notify both parties thereof.</p> <p>27.6.3 Notwithstanding anything to the contrary herein, the amount of payments under this Clause shall not exceed the Contract Price.</p>
111.	GTC	30	<p>It is not clear why in some provisions of the Contract reference is made to "arbitration" while this clause provides only for the ordinary jurisdiction.</p>	<p>Clause 30 has been replaced with the following:</p> <p>30.1 The parties to this Contract shall endeavour to settle by negotiation and in good faith any dispute arising out of or in connection with the Works and the Contract. Such dispute shall be duly notified in writing by the claiming party to the other party, with due reference to the present Clause, and the parties shall endeavour to settle such dispute by negotiation within 14 days from receipt of said notice.</p> <p>30.2 Court</p> <p>30.2.1 Subject to the provisions of Clause 30.1 above, in the event of any dispute between the parties hereto as to any matter arising out of or relating to this Contract or its rescission, termination or calling into Default or any matter which cannot be settled between the parties, such dispute shall be submitted only to the competent court of the city of Tel Aviv - Israel which shall have exclusive jurisdiction with regard to any matter relating to this Contract.</p> <p>30.2.2 Neither party may refuse to perform or</p>



				<p><i>delay the performance of any obligation under the Contract unless the competent court has issued an order which expressly allows it to do so. Subject to the foregoing and until the final decision, the parties shall continue to perform all of their respective obligations under the Contract.</i></p> <p><i>30.2.3 The Contractor is aware of the urgency and the national importance of the System; the necessity of the Works and the PRMS; the need of the Company to uphold its obligations to natural gas suppliers and consumers; the great damage, inter alia financial damages that may be caused to the Company, its clients and to the Israeli economy due to the failure to supply natural gas caused by non-completion of the Works according to this Contract in a timely manner. Therefore, the Contractor undertakes to refrain from taking any action, directly or indirectly, that may result in stopping and/or delaying of the works at the System without derogating from any remedies pursuant to any provisions of the Law.</i></p> <p><i>30.3 Applicable Law</i> <i>The Contract shall be governed and construed exclusively in accordance with the laws of the State of Israel.</i></p> <p>The reference in Clause 13 has been replaced as follows: <i>may be referred to a mutual agreed technical expert in an attempt to resolve the dispute by mutual understanding ... is in dispute.</i></p> <p>In clause 18.3 the phrase "by arbitration and in accordance with its decision" has been deleted.</p> <p>Clause 18.5 has been added as follows: <i>The Contractor shall not be entitled to any compensation or reimbursement from the Company, including of interests and linkage, where the Company withheld any payment, including the final payment or any part thereof, caused by a failure of the Contractor to provide the Company, in a timely manner, the documents listed above for payment upon its completion according to Clause 18.1 above and subject to the provisions of the Term of Payment. The above shall also apply to circumstances of a dispute, if one exists, between the parties regarding the extent of the Works performed by the Contractor and the amount of such payment or final payment.</i></p> <p>The reference in Clause 21.5.1 has been amended to: <i>based upon new price or Reasonable Costs as set forth in the provision of Clause 16.3.</i></p> <p>The reference in Clause 21.2.2 has been amended</p>
--	--	--	--	---



#	Document Name	Clause No.	Clarifications	Answers
				to: <i>then the affected party shall submit a request in accordance with the provisions of Clause 19 (Claims Procedure).</i>
112.	GTC	Exhibit P	Price Increase: According to which mechanism the contractor will receive compensation for the increase in the cost of raw materials for the reduction system, electricity, control, cables, etc. This is not specified in the GTC and most of the equipment will be purchased outside of Israel.	As provided in Exhibit P (Terms of Payment for PRMS) the prices and rates shall not be subject to upward or downward variation.
113.	GTC	1616	1. What is the schedule for inspection and payment of additional work by INGL? 2. Within how much time should the Contractor submit the request, within how much time should INGL check, approve and pay?	Please see Clauses 16.1.3-16.1.7 to the GTC.
114.	GTC	-	<u>Insurance until delivery:</u> According to the security situation, does INGL Does the company provide insurance for the equipment starting from the stage when it is unloaded from the containers in the station until the end of the work? Insurance against damage from rockets, missile strikes and co.?	in general property damage policies contain exclusions regarding losses caused by War or Terror events. In Israel the Tax and compensation fund pays to losses caused by such events.
115.	GTC	-	<u>Installation Schedule:</u> It is requested to make an adjustment in the installation schedule which is currently fixed for all size of PRMS in a way that in each project the schedule will be adjusted to the size of the PRMS in that project.	We issue a specific schedule for each individual project



#	Document Name	Clause No.	Clarifications	Answers
116.	ITB		Please amend so it will be sufficient to comply with this Threshold Requirement in accordance with 2023 outcomes and that the audited financial statement will be provided at a later stage.	Not approved, however please note that in accordance with Clause 4.6 to the ITB for complying with Clauses 10.1.2 or 10.2.1 to the ITB a Bidder and a Member may rely upon direct or indirect parent company exercising Control over such Bidder or Member; or (ii) one or more related companies exercising direct or indirect Control over such Bidder or Member, provided that reliance on more than one company for the purposes hereof, for different periods, is due to a reorganization of the related companies, following a merger, consolidation, etc.
117.	GTC	7.3.1.4	Is the Advance Payment Guarantee of 14 months validity required?	The Contractor is not obliged to receive the Advance Payment hence it will not be obliged to submit the Advance Payment Guarantee
118.	GTC	7.3.1.6	Within 14 days after final invoice is not any more an advance payment guarantee. In the past the return of the guarantee was after delivery to site.	Not approved.
119.	GTC	7.3.2.2	Is 39 months validity for the performance guarantee required? In the past the validity was 24 months + project execution time.	Not approved.
120.	GTC	11.4.4	Please reduce the rate for late fees to 5%.	Not approved.



#	Document Name	Clause No.	Clarifications	Answers
121.	GTC	15.3.4	Please extend the period to bring a foreign expert to Israel.	Not approved.
122.	GTC	15.3.8	The mandatory arrival at site within 72 hours after receipt of notification requires the manufacturers obligation. Thus, is not yet accepted by them, nor confirmed.	Notwithstanding Clause 15.3 above, with regard to the gas chromatograph and meters the Contractor shall be responsible for sending a technical expert of the supplier of the gas chromatograph to the Site in order to repair on site any Defect, including, without limitation, any Minor Defects, or damage to the gas chromatograph or meters, or, if an immediate repair on site is not possible, to recommend a repair program and execute it. Such expert shall be required to arrive to Site within seventy-two (72) hours after receipt a notification from the Company.
123.	GTC	15.5.2	15.5.2 24 Month of each replacement revolving is not standard. From our suppliers we get maximum 12 months for this case.	Not accepted. INGL require 24-month warrantee. The Bidder shall act accordingly
124.	GTC	24.1	24.1 - The right to increase the 1% fee without negotiation is critical. Is our insurance policy which were valid for the past projects accepted? From our point of view, we want to go in future with INGL Car Policy (risk assessment is becoming more and more difficult with our insurance companies)!	Increasing the rate of participation beyond 1% will only be required in extreme cases where the insurance company increases the amount of the premium beyond this amount, and not as a unilateral move by INGL without explanation



#	Document Name	Clause No.	Clarifications	Answers
125.	ITB	10.1.4	We have inhouse production in the group with ball valves; filters and preheaters; Pipe spools. Is this enough for the thresholds?	Yes
126.	ITB	Annex 6 - ICA Form	Annex 6 (Industrial cooperation undertaking) is not understandable for us. Can you give us an explanation?	For further information within the scope of the Tender please refer to Clause 16 to the ITB. Detailed information can also be received from the "The Industrial Cooperation Authority at the Ministry of Economy and Industry" (https://ica.gov.il/eng/Pages/default.aspx)
127.	ITB	Annex 15 - Past Experience	Please confirm that the provided PFD and PID shall be kept confidential	Confirmed. the PFD and PID provided under the Bid shall be kept confidential and shall not be revealed to other Bidders.
128.	GTC	Exhibit P	It the installation payment terms the major payment is only after final commissioning. That means a long financing period – could you please revise the payment terms to be less aggressive?	Not confirmed.
129.	Installation		please clarify the exact team, positions and manpower which is required to be present on site during the installation period.	Depends on the project, but in general on site should be: the construction manager, the workers who installed the station, the safety manager (hold point) and the Bidder/ Foreign member representative.



#	Document Name	Clause No.	Clarifications	Answers
130.	Installation		We face a forbidden use of forklift during installation (due to dirt apply to the concrete by the forklift wheels). Is that mandatory demand? As we need to have crane for the complete installation period.	All our requirements are including in INGL Spec
131.	Installation		Is INGL will apply area to load containers near the stations shade?	Depends on the project
132.	Installation		Installation site shall be completely ready for installation, means: shade, floor, roof, control room, boiler room. Is that confirmed by INGL or we shall execute the installations works in parallel to civil works	Some of the works will be performed at parallel
133.	GTC		Please advise about the compensation mechanism for late readiness of sites while station is already after FAT.	The Contractor may act in accordance with the Claims Procedure as provided in Clause 19 to the GTC.
134.	General		Please clarify the production documents process before FAT and during installation. By whom? Man, power to be available? Hold points?	<ul style="list-style-type: none"> Partial (at least 80%) submission of the digital station book will be send 3 weeks before FAT for INGL review. INGL preferred to receive the documents as soon as possible - hence document can be provided for review once it's ready. Partial (at least 90%) station Book to be ready for review during Inspection in the factory, 2 weeks prior FAT. In that time the Contractor will send INGL the rest of the relevant documents from the section above. <p>Final Documentation (of the pre- manufacturing phase) shall be issued to INGL with the delivery of the GOODS to site. The Documents shall be revised as per INGL or NGA comments</p>



#	Document Name	Clause No.	Clarifications	Answers
135.	General		Would it be possible to start partial installation if not all station parts (electrical, control, mechanical) has completely after successful FAT	Not confirmed, however subject to INGL discretion as applicable.
136.	General		as per item above (4.3) – is INGL will recover such actions in more flexible payment terms?	Not confirmed.
137.	General		What can be the source of the raw materials for the pipes to be supplied?	See attached new revision of the “Piping Material Specification” see Amendment 2 below item 4.1.9

4. **Amendment no. 2**

4.1. **New revision of specification**

- 4.1.1. A new Rev for IEN-ESP-RQU-0001-General Criteria for PRMS - Rev 25.
- 4.1.2. A new Rev for EEN-ESM-SPC-005 Painting specification- Rev 9.
- 4.1.3. A new Rev for EEN-ESP-SPC-033- Specification Control Valves- Rev 9.
- 4.1.4. New revision of Table of Contents for PRMS 2023 Tender- Technical Volume - doc no 469049 rev. 2.
- 4.1.5. A new Rev for EEN-EPI-SPC-004- General Quality Assurance Requirements - Rev 4.
- 4.1.6. A new Rev for Specification Electrical Heater- rev 10.
- 4.1.7. A new Rev for EEN-ESP-SPC-034- Pressure Vessel General Requirements- rev 6.
- 4.1.8. A new Rev for 326780- Specification Pressure Safety Valve- rev 6.
- 4.1.9. A new Rev for EEN-ESM-SPC-002 Piping Material Specification- Rev 6.
- 4.1.10. A new Rev for EEN-ESP-SPC-003 Installation of Instruments and Instrument Piping - rev 5.
- 4.1.11. A new Rev for EEN-ESM-SPC-013 Specification for Welding and Welding Consumables- rev 7.
- 4.1.12. A new Rev for EEN-ESM-SPC-014 Specification for NDT/NDE- rev 6.
- 4.1.13. A new Rev for EEN-ESP-SPC-029 Specification Heat Exchanger- rev 6.
- 4.1.14. A new Rev for EEN-CSE-SPC-002 welding inspection- rev 7.



- 4.1.15. A new Rev for EEN-ESJ-SPC-003 Functional Specification for Instrument Tubing- rev 5.
- 4.1.16. A new Rev for EEN-CSE-SPC-001- field welding- rev 6.

4.2. Attached the following missing/additional documents:

- 4.2.1. 323989- Table of content and guidelines for PRMS station Book & RFGU rev
- 4.2.2. SI 5664 part 1 and 2
- 4.2.3. Exhibit C to the GTC (Frame schedule)
- 4.2.4. Specification Dust/ Liquid Separator- rev 8.
- 4.2.5. 2063-BAR-GEN-SPC-0001 rev 0 Corrosion Protection for Installations within Industrial/Desert Environment – Sedom
- 4.2.6. ENG-X17-SPC-0015 rev 4 Typical design and instructions for PRMS working platforms and its extra items

4.3. Attachments

- 4.3.1. With the Bid submittal to the Tender, Bidders should use the **updated version of the GTC available at Company's website**. A tracked changes version of the GTC is also available for your convenience but shouldn't be submitted with the Bid.

Sincerely yours,

Shlomi Ashkenazi
Project Manager PRMS
Israel Natural Gas Lines LTD

Israel Natural Gas Lines Company Ltd.

* * * * *

Acknowledgement of Receipt

We, the undersigned, hereby confirm that we received **Clarification 4 & Amendment no. 2 - PRMS Tender (INGL/TENDER/2023/53)**

.....

.....
Date

.....
Company

.....
Signature