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 <p>נתיבי הגז הטבעי לישראל ISRAEL NATURAL GAS LINES</p>		<p>Document Title</p> <p>Public Tender for the Provision of Advisory & QA Inspection Services According to NEN Standard</p> <p>(INGL/TENDER/2025/02)</p>		
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Document A - Invitation to Submit Bids

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1. Introduction

- 1.1. Israel Natural Gas Lines Ltd. ("**INGL**" or "**Company**"), is a governmental company fully owned by the State of Israel, in charge by law, on the operation, construction and development of the national high-pressure natural gas transmission system.
- 1.2. The Company hereby invites Bidders who fully comply with the threshold requirements set forth below, to submit Bids for the provision of advisory and inspection services of quality assurance (QA) for Pipeline, Pipeline's accessories and PRMSs manufacturing according to the NEN3650 Dutch standard for the Company's construction projects of the national high pressure natural gas transmission system ("**System**"), during the contract period, all as further described in the Tender.
- 1.3. The Company's development plan for the coming years includes, inter alia, the construction of new/doubling pipeline sections of the System (in an estimation of 100km each year), and the construction of block valve stations and PRMSs (in an estimation of 4 PRMSs each year) for connecting the System to governmental and private power plants, industrial zones, plants and privately owned low-pressure natural gas distribution systems.
- 1.4. The suppliers and manufacturers of the equipment produced for the Company, to be inspected using the Services, are primarily located in European countries, as described in Clause 4.6 below.

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 Envelope 1 and Envelope 2, according to Clause 13 below.
- 2.3. **Bidder** – Any single legal entity who submitted a Bid according to the terms and conditions of this Tender.
- 2.4. **Company** - The Israel Natural Gas Lines Ltd.
- 2.5. **Connected Party** - interested party in a corporation, as such term is defined in the Securities Law, 5728-1968.
- 2.6. **Contract Period** – a period of 2 years commencing on the date the Company shall sign the Contract with the Consultant. The Company shall have the right to extend the Contract Period for additional 8 years, each time for up to 2 additional years.
- 2.7. **Contract** or **Agreement** – The document of the Contract attached hereto as Document B and all annexes thereto that will be signed between the Company and the Consultant.
- 2.8. **Consultant** – the Bidder that shall be awarded the execution of the Services under this Tender.
- 2.9. **Day** - a calendar day according to the Gregorian calendar.
- 2.10. **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).
- 2.11. **Key Personnel** – Bidders suggested personnel for compliance with Clause 12.4.1 below.
- 2.12. **Laws** – all laws, ordinances, regulations, orders, including municipal by-laws, procedures and permits, directives, specifications, safety requirements, and decisions of any Ministry of the Government of Israel or other competent authority of the State of Israel and all rules, applicable standards and administrative orders in effect in the State of Israel, all as may be amended and updated from time to time.

- 2.13. **Projects or Project** - Company's ongoing and future Onshore and Offshore natural gas or hydrogen transmission network projects and any other related activities, as determined by the Company.
- 2.14. **Quality Score** – The grade granted to the Bid following the quality evaluation process in Clause 5 below.
- 2.15. **Quotation** – A price proposal submitted by a Bidder, comprised of Envelope 2, according to Clause 1.5 below.
- 2.16. **Services** – Means the provision of advisory and/or inspection services of quality assurance (QA) for high-pressure natural gas/hydrogen pipeline, pipeline's accessories and high-pressure Pressure Regulating and Metering Station (“**PRMS**”) manufacturing or supplying, all as further detailed in Clauses 3.3 & 4 below, including the Scope of Work as provided in **Annex B1** to the Agreement.
- 2.17. **Site** - Means the area where the Services are to be executed by the Consultant in each Project.
- 2.18. **System** – The Israeli high pressure natural gas transmission system constructed and operated by the Company.
- 2.19. **Sub-Contractor** - legal entity other than the Bidder, that fulfils and complies with the requirements for sub-contracting specific part of the Services, as set forth in this Tender and/or the Agreement and/or the Technical Volumes, that shall execute any part of the Services as a sub-contractor of the Consultant.
- 2.20. **Tender** – This tender process.
- 2.21. **Tender Documents** – The documents in accordance with which the Bidder is required to submit its Bid, including this document and all the documents attached hereto.
- 2.22. In the Tender Documents, unless the context requires otherwise:
- 2.22.1. Headings are for convenience only and do not affect interpretation;
- 2.22.2. Words in the singular include the plural and vice versa;

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

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

3. **General Information**

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

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

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

3.1.4. The 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.

3.2. **The System**

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

3.2.2. The existing System, as constructed by the Company, includes approximately 800 km of high pressure natural gas pipeline of various diameters up 36", 3 receiving terminals, 106 block valve stations, approximately 60 PRMSs and a LNG buoy.

- 3.2.3. The Company shall continue to develop the System over the coming years in accordance with market demands and subject to regulatory approval granted from time to time.
- 3.2.4. More about the Company and its activities can be viewed at its website: www.ingl.co.il (“**Company's Website**”).
- 3.2.5. The execution of the project by the Company is subject to the approval of certain official organs of the Company, including budgetary or other approvals of the relevant authorities and the clients, which may result changes in the services and time schedules. The Bidders (including the successful Bidder) shall have no claim regarding the above.

3.3. **The Advisory and Inspection Services required for the Company**

The Advisory and Inspection Services are required in all Company's construction and developing works of the System, according to the Company's development plan for the coming years as described in Clause 1.3 above.

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

- 4.1. The Consultant shall provide the Services in accordance with the Tender Documents and the Scope of Work as provided in **Annex B4** to the Agreement.
- 4.2. Without derogating the above, the Services encompass quality assurance of most of the Company's procurements items (required for the construction of the System) such as: pipelines, pipeline's accessories (such as and not limited to: ball & plug valves, hot formed bends, fittings, isolating couplings, scraper traps, hot taps items etc.), and PRMSs, as designated by the Company in a Project. Such Services shall include, *inter alia* and not limited to:
 - 4.2.1. Checking and confirmation that all requirements in the specifications and standards for the delivered pipelines and pipeline's accessories and PRMSs have been met;
 - 4.2.2. Quality assurance review during all manufacturing stages, including in the manufacturer's facility (including at Sub-contractors) according to the NEN3650 Dutch standard, during milestones requested by the Company;

- 4.2.3. Review and confirm manufacturing procedures (MPSs);
- 4.2.4. Review and certifying Inspection Test Plans (ITPs).
- 4.2.5. Visual inspection and quality certificates review of steel (HRC or plates) before production start;
- 4.2.6. Witnessing and certifying the welding procedure and qualification tests (WPQR & WPS), including the results of the related NDT and destructive testing (during the items' manufacturing process);
- 4.2.7. Review of the manufacturer welders, welding inspectors and NDT personnel qualifications;
- 4.2.8. Witness certifying welder qualification tests;
- 4.2.9. Witness pipeline, pipe's accessories and PRMSs manufacturing process at the supplier's mill.
- 4.2.10. Review of laboratory equipment calibration certification;
- 4.2.11. Visual inspection of all PRMS's parts (piping and equipment);
- 4.2.12. Visual inspection of pressure tests and during Final Acceptance Tests (FAT) of PRMS;
- 4.2.13. Review and approval of all the equipment certificates installed in the PRMS, such as, but not limited: Slam Shut Valve (SSV), Pressure Regulator Valves, pressure vessels, Pressure Safety Valves, Ball Valves, Boilers, Isolating Couplings etc.):
- 4.2.14. Review of laboratory NDT tests & reports;
- 4.2.15. Review and approval of the final pipe book (pipeline Material Record Book (MRB)) upon manufacturing completion, and pipeline's accessories quality certificates; including of PRMSs.
- 4.2.16. Visual inspection of the final items before shipping / upon receiving by the Company.
- 4.2.17. Review and recommend on the proposed 3rd party inspection company's inspectors required experience and qualifications.

- 4.2.18. Reporting the Company during and following visits / inspection at suppliers premises and manufacturing process.
- 4.2.19. Manage and summaries technical aspects of meetings with suppliers, including kick of meetings before production.
- 4.2.20. General consulting relates to suppliers and procurements aspects, including review of tenders / RFQs technical documents, review and reply to technical clarifications by the Company and suppliers, assistance during suppliers' qualifications.
- 4.2.21. Participate during supplier's qualification processes, advise and attend suppliers' premises to recommend.
- 4.2.22. Monitor supplier's quality during visits at supplier's premises;
- 4.2.23. Provide clarifications and reply following requests sent to the Company by the NGA and the like.
- 4.2.24. Writing and updating technical specifications relate to procurement, including providing technical calculations and review of such regarding material wall thickness, grade and the like.

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

- 4.3. It is the responsibility of the Consultant to ensure compliance with the Tender Documents, its associated specifications and all other relevant international and local standards, statutory requirements and industry best practice.
- 4.4. It is the responsibility of the Consultant to identify relevant rules and regulations and comply with them, obtain all necessary permits and coordinate the execution of the Services with all relevant authorities.
- 4.5. The Consultant shall be responsible for ensuring permits for all equipment and personnel, in a timely manner that shall allow the Services to commence and be completed on time and without delay. The Consultant shall not be entitled for any additional consideration.

- 4.6. **The actual inspection part of the Services shall take place at the manufacturers' and suppliers' premises**, currently mostly in western - central European countries. Nevertheless, the Services shall be provided also elsewhere according to the Company's need while new manufactures and suppliers shall be qualified.

5. **The Company Option**

5.1. **Service time and prior notice**

The Services shall be provided routinely according to the Company's request from time to time.

The Company may instruct the Consultant to provide the Services or any part thereof to a witnessing or planned inspection Project designated by the Company by giving the Consultant prior notice of at least 30 days prior to the commencement of any such Project.

Other Projects such as consultation or clarifications to the NGA may require the Services on a daily or weekly basis and shall be requested by the Company with a shorten notice through e-mail. The Consultant shall also be available for any of the Services with a shorten notice in the event of urgency, failures during supplier's manufacturing process etc.

The company's project manager will share to the extent possible with the Consultant the planned Services required to the Company.

5.2. **Consultant's Key Personnel**

5.2.1. The Consultant shall provide the Services by one or more of the Key Personnel approved by the Company during the Tender (or any personnel approved by the Company during the Contract Period, subject to meeting the Tender's and Contract criteria).

5.2.2. The Company shall determine and inform the Consultant of the number of Key Personnel required in each Project. The Services may be parallelly provided by the Consultant's Key Personnel to on-going Projects in accordance with the Agreement and Company's discretion. However, the

general requirement is that the same key personnel shall continue with the service provided until its full completion.

- 5.2.3. All qualified Key Personnel required to perform the Services in accordance with the Tender's requirements and Company's notice shall be present at Project's Site on the date designated for the commencement of the Services in the Project. The identity of the Key Personnel shall be as detailed in the Consultant's Bid and may not be replaced without the prior written approval of the project manager on behalf of the Company.
- 5.2.4. The Key Personnel shall dedicate the time, efforts, and skills for carrying out the Services, until the Company's approval is received for the completion of the Services at the Project.
- 5.2.5. The Company may decide, at its sole discretion, to exercise the Company Option to only part of the Services, taking into consideration the capabilities of the Consultant and the Company's requirements.
- 5.2.6. Additional Key Personnel
- The Company may instruct the Consultant to provide the Services by additional Key Personnel. Within 30 days of Company's instruction the Consultant shall provide for Company's approval the CV's and qualifications of such additional Key Personnel, who meet the Tender Thresholds (as a minimum requirement) and experienced in relevant projects executed in accordance with the NEN standards.
- 5.2.7. The consideration for the Consultant for any additional Key Personnel shall be in accordance with the rates provided in its quotation in the Tender. No additional or special consideration shall be paid for additional Key Personnel.
- 5.2.8. The Company may, for professional reasons and/or interpersonal reasons withhold or withdraw approval previously granted and request the replacement of any of Consultant's Personnel, and the Consultant undertakes to comply with such request.

5.2.9. **Services transition**

The Company may instruct the Consultant in writing to provide any of the Services for the Company's Project/s in which execution has already begun or the Services have been provided by others.

Within 7 Days of such instruction an orientation period of 14 Day shall commence, in which the Consultant's Key Personnel shall study and get familiar with such project aspects to insure smooth transition of the Services to Consultant's responsibility. Such an orientation period shall be coordinated with the existing Services provider.

At the end of the orientation period the Consultant will assume responsibility for the Services to any such Project. During the orientation period the Consultant shall be entitled for the consideration according to the Quotation Form (according to the actual performance) and shall not be entitled to any additional consideration for such orientation period.

The Company is entitled, at its sole discretion, to extend the orientation period according to its need, including to any specific Project, as well as to decide that certain Services already under work of the current consultant shall not be transferred to the Consultant.

6. **The Qualification Process of this Tender**

The evaluation process consisting of 3 stages, as follows:

- 6.1. **1st Stage – Threshold Requirements** - the Threshold Requirements for participating in this Tender are set forth in Clause 11.3 below. A Bidder that falls short of meeting any of the Threshold Requirements shall not progress to the next stage of the Tender.
- 6.2. **2nd Stage – Quality Evaluation** - Bidders that comply with the Threshold Requirements shall be further evaluated in accordance with the Quality Evaluation Criteria set forth in Clause 5.2 below.

- 6.3. **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 5.6 below.
- 6.4. 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 5 below.
- 6.5. 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.

7. Time Schedule for the Tender Process

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

	Description	Deadline
a	Last date for submission of queries and requests for clarifications regarding the Tender	January 30th 2025 (Israel time)
b	Last date for submission of Bids (" Last Submission Date ")	Bids shall be submitted until no later than February 27th, 2025 at 17:00 (Israel time)
c	Bid valid until	August 31st, 2025 (including)

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

8. Submission Deadline & Place

- 8.1. The Bids shall be submitted in **two** envelopes – (1) Documents regarding Threshold and Quality Requirements (in spiral booklet only); (2) Commercial Proposal.
- 8.2. The Bids shall be submitted **by courier or messenger** by no later than the Last Submission Date (as specified in Clause 7 above) - as follows:

The two envelopes shall be delivered by hand to the Tender box designated for this purpose, located at the Company offices: **Atidim Tower (Building No. 8), 2184 St., Floor 32, Kiryat Atidim, Tel Aviv, Israel, 6158101 (Contracts & Procurement Department).**

- 8.3. The Company may decide from time to time to postpone for any reason whatsoever any of the dates listed in the table above including the Last Submission Date. The Bidders are obliged to follow the Company's notifications in the Company's Website.

9. Bidders' Requests for Clarifications

- 9.1. Bidders are entitled to contact the Company in writing, and submit a request for clarifications regarding the Tender until no later than date specified in Clause 7.1(a) above. Such requests shall be directed to the Tender Coordinator **Ms. Noa Cohen** via email: c-tender@ingl.co.il

- 9.2. All clarifications shall be sent in a **Word file** in the following method:

No.	Tender Document Name	Page no. in Tender Document	Clause no. in Tender Document	The Detailed request	Column for Company's Response
1.					
2.					

- 9.3. 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 published in the Tender portal at Company's Website.

- 9.4. All such addenda and all other amendments and clarifications issued in writing by the Company regarding the Tender shall be signed and submitted by the Bidders as part of their Bids shall be an integral part of the Tender Documents (even if were not signed by the Bidders).

10. Contact Details and Availability of Documents

- 10.1. The Tender Documents are available online, free of charge, on the Company's Website (www.ingl.co.il).
- 10.2. Bidders shall send via e-mail to the Tender Coordinator, Ms. Noa Cohen; e-mail: c-tender@ingl.co.il) 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 A1**.
- 10.3. Only Bidders that shall register with the Company and provide their contact details shall receive through e-mail updates, clarifications and amendments regarding the Tender.
- 10.4. **Until the Last Submission Date Bidders are required and recommended to enter the Tenders portal at the Company's Website (www.ingl.co.il) (under "Tenders/Publication" tab) and check for updates and information published by the Company.**

11. Preparation of Bids

- 11.1. Bidders are required to prepare their Bids in full conformity with this Tender ("**Compliant Bid**").
- 11.2. Bidders shall complete their Compliant Bids in an accurate and detailed manner, disclosing all the information requested, as well as any additional information required to clarify, substantiate and support the Bid.
- 11.3. **Bidders may not deviate in their Bids from the instructions of the Tender**, unless prior permission has been specifically granted in writing by the Company. The Company may, at its sole discretion, disqualify any Bid containing any such Deviation/s or demand that the Bidder amend its Bid, as set out below.

12. Threshold Requirements

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

12.1. Bidder's Structure

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

12.2. Bidder's Qualifications

The Bidder holds ISO 9001 certificate or comparable Certificate in its field of expertise that is relevant to this Tender, valid as of the Last Submission Date, evidencing that it has in place a management system or an applied management system or comparable to such requirements (comparability to be determined by the Company at the Company's sole discretion) that meets or is comparable the ISO 9001 certifications requirements.

12.3. Bidder's Professional Experience

- 12.3.1. The Bidder employs in-house at least 20 engineers.
- 12.3.2. The Bidder holds at least 10 years' experience in providing QA services in **all** the followings fields of **manufacturing**: high pressure natural gas pipelines API5L PSL2, valves, hot formed bends, fittings & PRMSs.
- 12.3.3. NEN 3650 Dutch standard Familiarity
 - 12.3.3.1. The Bidder is fully familiar with the details of the NEN3650 Dutch standard, including with the requirements under the Specifications set forth in the technical Tender Documents.
 - 12.3.3.2. During the period as of 1.1.2014 until the Last Submission Date, the Bidder successfully provided consultancy services according

to the NEN3650 Dutch standard dealing with engineering or manufacturing of: (1) line pipes, (2) PRMS, and (3) other line pipes accessories (valves, induction bends and fittings).

12.3.4. Inspection Experience

During the period as of 1.1.2017 until the Last Submission Date the Bidder provided **all** the inspection services as follows:

12.3.4.1. Pipeline manufacture

The Bidder provided inspection services for manufacturing high-pressure natural gas API5L pipes of at least 24-inch diameter in at least two projects/inspections in **accumulative** length of at least 50 km, which included all the following:

- (a) Quality assurance review during manufacturing stages of line pipe/s, in the manufacturer's facilities according to the NEN3650 Dutch standard –
- (b) Visual inspection and quality certificates review of steel (HRC or plates) before production start.
- (c) Review of the manufacturer welding inspectors and NDT personnel qualifications.
- (d) Review of laboratory equipment calibration certification.
- (e) Visual inspection of pressure tests.
- (f) Review and approval of line pipe Material Record Book (MRB) upon manufacturing completion.
- (g) Review of laboratory NDT reports.
- (h) Reporting to the Client.

12.3.4.2. PRMS Manufacture

The Bidder provided inspection services for manufacturing of at least two high pressure natural gas Pressure Regulating Metering Station (“**PRMS**”), which included **all** the following:

- (a) Quality assurance review during all manufacturing stages in the PRMS manufacturer's mill (including at sub-contractors) according to the NEN3650 Dutch standard and reporting to the Client.
- (b) Visual inspection of all parts (piping and equipment).
- (c) Review of the manufacturer welding procedure qualification (WPQR & WPS).
- (d) Inspection during Final Acceptance Tests (FAT)(including pressure test) of the PRMS.
- (e) Review and approval of the PRMS quality certificates including the piping book.
- (f) Review and approval of all the equipment certificates installed in the PRMS, such as, but not limited: Slam Shut Valve (SSV), Pressure Regulator Valves, pressure vessels, Pressure Safety Valves, Ball Valves, Boilers, Isolating Couplings etc.).
- (g) Review of laboratory destructive tests and non-destructive test reports.
- (h) Review of the manufacturer welders and NDT personnel qualifications;
- (i) Review of laboratory equipment calibration certification.

For the purposes of compliance with any of the requirements set forth in Clauses 12.3 **Bidder** may **not** rely on the professional experience of affiliated entities (such as Parent or Sister Companies). Nevertheless, Bidder may rely upon the qualifications and professional experience gained and accumulated by any of the following entities: Legal entity from which the 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 was incorporated, as well as by any kind of a transaction of assets/activities ("**Acquired Corporation**").

12.4. Key Personnel

12.4.1. The Bidder employs all the following Personnel meeting all the minimum requirements specified below:

12.4.2. At least 1 Welding engineer certified by either one of the following:

IIW (International Institute of Welding); EWF (European Welding Federation); AWS (American Welding Society); or holds a degree in welding engineering/technology from a qualified institution.

12.4.3. At least 3 Welding Inspectors each certified by either one of the following:

IWI-C (International Inspector comprehensive level); IWI-S (International Welding Inspector standard level; IWT (International welding Technologist) from IIW (International Institute of Welding) or from a qualified institution; EWI (European welding Federation); CSWIP 3.1 (Level 2) (certification scheme for welding inspection personnel).

12.4.4. For All Key Personnel:

12.4.4.1. **At least one of the Key Personnel shall have a minimum of 7 years' experience** in providing inspection services for API5L or ISO 3183 high pressure (at least 40 barg) natural gas pipeline line pipe & PRMS manufacturing.

The remaining Key Personnel shall have a minimum of 3 years' experience in the inspection services as described above.

12.4.4.2. Shall be Fluent in the English language (Speak, read & write).

12.4.4.3. Bidder's employee (Freelances and/or subcontractors shall not be approved).

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

Consultant shall be required to provide additional Key personnel. Please also note that the Consultant's key personnel approved by the Company shall provide the services.

12.5. Financial Strength

Bidder's last audited financial statement does not include a "Going Concern" notice.

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

12.5.2. The Weighted Average annual turnover of the Bidder according to the Bidder's audited financial statements for 3 out of 4 years between 2020 – 2023 was not less than 1.5 million Euro; and

12.5.3. The Weighted Average yearly cash flow from operating activities for 3 out of 4 years between 2020 – 2023, according to the Bidder's last audited financial statements, was positive or, if negative, less than 35% of its equity for the end of 2023.

12.5.4. For the purpose of Clauses **שגיאה! מקור - שגיאה! מקור ההפניה לא נמצא.** **שגיאה! מקור - שגיאה! מקור ההפניה לא נמצא.** above the "Weighted Average" shall be calculated as follows: $(2020 \text{ or } 2021 * 30 + 2021 \text{ or } 2022 * 30 + 2022 \text{ or } 2023 * 40) / 100$.

12.5.5. Parent Company Reliance

For the purposes of compliance with the requirements set forth in Clause 12.5 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**").

12.6. General Threshold Requirements

12.6.1. No conflict of interest - Bidder and Bidder's Connected Party and/or anyone acting on their behalf is not in a status which raise concerns of conflict of interest in providing the Services to the Company. **To this end, providing the Company third party inspection services over the Company's construction projects and/or professional advisory services is**

considered to raise concerns of conflict of interest and therefore shall not be allowed to participate in the Tender.

12.6.2. If the Bidder is an Israeli Bidder or an Israeli Resident (as defined in the Income Tax Act), it shall hold and submit all the approvals required pursuant to the Public Entities Transactions Law, 1976.

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

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

13. Structure of the Bids - Two Parts

1.1. 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.

1.2. 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.

1.3. Bidders shall submit their Bids in 2 separate envelopes, as detailed hereinafter.

1.4. Envelope 1

In Envelope 1 the Bidder shall include all the following documents:

1.4.1. 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 contents** of the documents comprising the Bid being submitted, such as:

No.	Subject matter title	Referred to Tender's Clause no.	Page no. in the Bid

1.4.2. Legal Structure

Details of the Bidder's legal structure together with its incorporation documents.

1.4.3. Bidder's profile and Organizational chart

Including the: (a) location of main and associated offices; (b) details of organization structure; and (C) detailed description of the Bidders experience in the field of the requested Services and if relevant - additional services provided by the Bidder in related fields.

1.4.4. Bidder Certifications

1.4.4.1. Documentation that The Bidder holds ISO 9001 certificate or comparable Certificate in its field of expertise that is relevant to this Tender evidencing that it has in place a management system or an applied management system or comparable to such requirements (comparability to be determined by the Company at the Company's sole discretion) that meets or is comparable the ISO 9001 certifications requirements.

1.4.5. Bidder declarations regarding meeting structure and capabilities

1.4.5.1. Bidder's shall submit the declaration and details regarding the Bidder's headquarter location. Number of engineers employed and details regarding the total years of experience in the form of **Annex A6(1)**.

1.4.6. Documentation regarding Past Experience of the Bidder

1.4.6.1. Bidder's experience in the field of required Services under this Tender in the forms of **Annexes A6(2)-(3)**.

- The information in forms **Annex A6(1)-(3)** shall be used to verify the compliance of the Bidder with the Threshold Requirement regarding professional experience and to evaluate the Bidder and its Bid as part of the Evaluation Stage.

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

Supporting documentation with respect to such Acquired Corporation approving the relevant details provided in **Annexes A6**.

1.4.7. Documentation regarding Bidder's proposed Key Personnel

A detailed description of the Bidder's Personnel demonstrating their compliance with the Threshold Requirements, to be presented in the forms attached hereto as **Annex A7** and **Annex A8**.

The forms regarding each of the Key Personnel shall be signed by the relevant person as confirmation of the details described thereto and of his consent to be employed by the Bidder in the management and execution of Services for the Company, should the Bidder be awarded for providing the Services.

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

This information shall be used to verify the compliance of the Bidder with the Threshold Requirement and to evaluate the Bidder and its Bid as part of the Evaluation Stage.

1.4.8. Declaration, Warranty and Undertaking

The Declaration, Warranty and Undertaking in the form attached hereto as **Annex A2** duly signed by the Bidder.

1.4.9. 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 A4** duly signed by the Bidder.

1.4.10. 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 A1**, duly signed by the Respondent.

1.4.11. Legal Opinion Power of Attorney

A written power of attorney signed by the Bidder, in the form attached hereto as **Annex A3** empowering the Authorized Representative to sign all documents, including all the Tender Documents, on behalf of the Bidder.

Or

An up-to-date officially applicable document (such as an abstract from the companies registerer in which the Bidder is registered) detailing the Authorized Representative's power to sign on behalf of the Bidder.

1.4.12. 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 A5**.

1.4.13. Bidder's Financial Strength

A Certificate (confirmed by the Bidder's independent certified public accountants) in the form attached hereto as **Annex A9**.

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

- a) the Declaration, Warranty and Undertaking attached as **Annex A2**;
- b) the Parent Company Guarantee attached hereto as **Annex A10**;
- c) the Signatory Rights confirmation on behalf of the Parent Company in the form set forth in **Annex A11**.

1.4.14. Sanctions Compliance Questionnaire

The Bidder shall submit information with respect to the above in the form attached as Annex **A13**.

1.4.15. Bidder's Proposed Methodologies for API5L pipe line and PRMS

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

1.4.16. Samples of Bidder's previous Inspection reports

1.4.16.1. A sample of Bidder's final inspection report to client upon completion of high pressure API5L natural gas line pipe manufacturing and delivering of the pipe.

1.4.16.2. A sample of Bidder's final inspection report to client upon completion of high-pressure natural gas PRMS manufacturing and delivering of the PRMS.

* The Samples may client's privileged information.

** The Samples may be provided as a digital file within the DOK - In such a case – the Bidder **shall specify** it clearly in its Bid.

1.4.17. A duly signed copy of the Tender documents

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

1.4.18. Clarifications & Amendments

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

1.4.19. Envelope 1 DOK (Disk on key)

A DOK containing the scanned files of all documents included by the Bidder in Envelope 1 divided by files as required above. The DOK shall be labeled by the Bidder as "DOK Envelope 1".

Envelope 1 (including Envelope 1 DOK) shall not contain any information or documents regarding the commercial proposal.

1.5. Envelope 2

1.5.1. In Envelope 2 the Bidder shall include its commercial proposal in form attached hereto as **Annex A14**, duly signed by the Bidder. Envelope 2 shall be sealed and inserted into Envelope 1.

1.5.2. The Bidder should quote its commercial proposal to all items in the designated places in the Quotation Form attached as **Annex A14** hereto. A Quotation for an item **shall not** refer to any other item and **shall not** include any other Deviation. The Prices shall be quoted in **Euro/Pound Sterling** and shall be **all inclusive** as provided in the Contract.

1.5.3. In order to evaluate the Quotations that are quoted in different currencies, the Company shall convert the Quotations denominated in Pound Sterling, 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 Pound Sterling) that was submitted by it.

1.5.4. The rates quoted by the Bidder **shall not exceed the Maximum Prices** provided in **Annex A14**.

1.5.5. The prices quoted by the Bidder shall be for the entire Services for the completion of a Project (subject to the indexation mechanism in the Contract).

1.5.6. 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, subsistence, 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, mobilization and de mobilization of Bidder's personnel, transportation for execution of the Services (for Services in the Bidder's country of origin) and all other costs and expenses of any kind which directly or indirectly relate to accomplishing the Services.

1.5.7. For Flights, accommodation, transportation and per diem of Consultant's Personnel providing Services for a Project abroad (outside Consultant's country of origin) the Company shall reimburse the Consultant for its costs in accordance with the provisions of **Annex B3** to the Agreement.

1.5.8. Indexation and Annual Rate Increase

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

1.5.8.1. 12 months after the Commencement Date the rates provided in **Annex A14** shall be updated according to the Harmonized Index of Consumer Prices (HICP/CPI) as formally published in the state where the main place of business of the Consultant is taking place (Consultant organization is established). Such an update shall occur once a year, starting as of the date following 12 months from the Commencement Date.

2. Bids Submission Rules

2.1. The Bids shall be completed and submitted in **English**. 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.

- 2.2. All Bid documents must be typed legibly. Each volume comprising the Bid documents shall bound by **spiral or ring binder only**, shall be consecutively numerated and include a table of contents.
- 2.3. **Bidders shall submit 1 original and 2 additional identical printed copies** of the documents comprising each Bid, **in addition to a magnetic media copy, which shall be submitted on DOKs**. The original copy shall be identified as such on the top of each volume.
- 2.4. The Bid shall be signed with the full signature of the Bidder and of the authorized signatories of the Bidder.
- 2.5. 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.
- 2.6. The Company shall not be bound to accept any Bidder's confidentiality statements as marked or any restriction therein.
- 2.7. 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.
- 2.8. 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.
- 2.9. 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.

- 2.10. 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.
- 2.11. 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.
- 2.12. 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.

3. **Validity of Bid**

- 3.1. The Bid shall remain valid for a period stipulated in clause 7 above. The company at its sole discretion may extend the validity of the bid for an additional 6 months period.
- 3.2. 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.

4. **Request for Clarifications and/or Supplementations of Submitted Bids**

- 4.1. 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.
- 4.2. 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.

- 4.3. 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. 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.

5. Examination of the Bids

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

- 5.1. In the **first stage** the Company shall examine the contents of Envelope 1 in order to determine if the Bid complies with the Threshold Requirements and general requirements.
- 5.2. In the **second stage** the Company shall examine the contents of Envelope 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.

Main Category Criteria	Max. score
Bidder's Professional Experience	
<p>1. Pipeline Inspection</p> <p>As of 2014 the Bidder provided inspection services for the manufacturing of high pressure API5L natural gas pipes of at least 12 inch diameter, which included all services provided in Clause 12.3.4.1 above (in this section: "Inspection") in accordance with the following criteria:</p> <ul style="list-style-type: none"> • Inspections of up to 50km in cumulative – no points. • Inspections above 50km in cumulative shall be graded as follows: <ul style="list-style-type: none"> For every 10km of pipes in a diameter of up to 24" (including) - 0.5 point For every 10km of pipes in a diameter above 24" diameter - 1 point 	10
<p>2. PRMSs</p> <p>As of 2014 the Bidder provided inspection services for manufacturing of high pressure natural gas Pressure Regulating Metering Station ("PRMS"), which included all services provided in Clause 12.3.4.2 above (in this section: "Inspection") (each Inspection per each PRMS) in accordance with the following criteria:</p> <ul style="list-style-type: none"> • Upto 2 Inspections – no points • 3 - 4 Inspections - 5 points • 5 - 6 Inspections - 8 points • 7 or more Inspections - 10 points 	10
Bidder's Key Personnel	
<p>3. Additional available Welding inspectors meeting the requirements in Clauses 12.4.3 and 12.4.4 above:</p> <ul style="list-style-type: none"> • 4 points per each additional Welding engineer or Welding inspector not including 1 engineer and 3 inspectors in Threshold Requirement) – up to maximum of 12 points. <p>4. Key Personnel meeting the requirements in Clause 12.4.1 & 12.4.2 above holding NDT certification:</p> <p>Key personnel certified in addition by either of the following: Level 2 (at least) inspector of NDT (non-destructive testing) in RT (radio-graphic testing) or; in UT (ultra-sonic testing), all in accordance with EN (European Union) or; ASNT (American society for non-destructive testing) – 2 points.</p> <p>5. Coating Inspector certified by either (a) NACE (national association of corrosion engineer) level 2 or (b) BGAS (British gas) – 2 points.</p>	16

Bidder's Inspection Methodology	
<p>6. Bidder's inspection specifications or methodology for high pressure API5L natural gas line pipe – up to 6 points.</p> <p>7. Bidder's inspection specifications or methodology for high pressure natural gas PRMS - up to 6 points.</p>	12
Bidder's Inspection Report	
<p>8. Bidder's inspection report to client upon completion of high pressure API5L natural gas line pipe manufacturing and delivering of the pipe – up to 6 points.</p> <p>9. Bidder's inspection report to client upon completion of high pressure natural gas PRMS manufacturing and delivering of the PRMS - up to 6 points.</p>	12
Bidder's Interview	
<p>According with the following criteria:</p> <p>10. Demonstration of professional knowledge and level of expertise with the NEN3650 standard for providing the services – up to 10 points.</p> <p>11. General impression – up to 10 points.</p>	20
Total	80

5.3. 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.

5.4. **Interview**

5.4.1. The 3 Complaint Bidders whose Bid received the highest Quality Score in parameters 1-9 above will be invited to an interview at a date to be determined by the Company (the "**Interview**"). The rest of the Bidders shall not proceed in the Tedner.

5.4.2. The Interview shall be held through Microsoft "teams" video communication application or other means determined by the Company.

5.4.3. The Interview shall be held before a panel to be determined by the Company, to which all the Bidders' Key Personnel shall appear unless notified otherwise by the Company.

- 5.4.4. The Interview shall include a self-presentation by the Bidder's team and answer to the Company's representatives' questions. The Bidder shall be responsible for summoning its key personnel, as well as any other party on behalf of the Bidder whom the Company will request to summon at its discretion.
- 5.4.5. The Company may adjust the Quality Score of the Bidder in accordance with the Interview outcomes.
- 5.5. A Bidder that shall be awarded a Quality Score of **less than** 60 points in total (the "**Minimum Score**") shall be disqualified and the other Bidders whose Bid received a Quality Score of 60 points or more shall pass to stage 3. Notwithstanding the foregoing, in the event that 2 Bids or less received the Minimum Score required, the Company may, but is not obligated to, decrease the Quality Score and the provisions of this clause shall apply mutatis mutandis
- 5.6. In the **Third Stage** the Company shall examine the contents of Envelope 2 of the Bidders that successfully passed Stage 1 and Stage 2 to determine their Price Score.
- 5.7. Subject to the prerogatives of the Company under this Tender and under the Law, the lowest commercial proposal shall be awarded **20 points** for Price Score. The Price Score for the other eligible Bidders shall be determined as follows:
- $$\left(20 * \frac{\text{the lowest commercial proposal}}{\text{the evaluated commercial proposal}} \right) = \text{Price Score}$$
- 5.8. **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.
- 5.9. 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.

6. Signing the Contract

6.1. Anything to the contrary notwithstanding, no Contract shall come into force until the Company signs the Contract by its authorized signatories.

7. Order of Precedence

7.1. 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.

7.2. 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.

8. Information Supplied by the Company

8.1. 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.

8.2. 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.

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

- 9.1. There shall be no conflicts of interest between any of the Bidder's prior or current engagements or activities and/or those of its employees and/or sub-Consultants and the obligations or rights of the Bidder under this Tender and the Agreement.
- 9.2. Neither the Bidder nor any of its sub-Consultants may at any time be connected with the Company or its employees or its consultants.
- 9.3. The Bid shall not be prepared in collusion with any other Bidder participating in the Tender, nor with any affiliate thereof.
- 9.4. A Bidder may not submit and may be involved – directly or indirectly – in the submission of more than one Bid.
- 9.5. 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.
- 9.6. A Bidder, shall refrain from any activity that might constitute a conflict of interest in the execution of its duties under the terms of the Contract, and shall undertake that all of its employees, sub-Consultants and representatives will refrain from any activity or association that might involve such a conflict of interest, directly or indirectly. The Bidder shall notify the Company immediately should any conflict of interest develop or arise or may potentially develop or arise, either for itself or for any of its employees, Sub-Contractors or representatives.
- 9.7. Without derogating of the above, Bidders and Consultants (as applicable) shall always comply with its declarations and undertaking regarding conflict of interests as detailed in **Annex A5** (as integral part of this Tender).
- 9.8. Bidders and Approved Consultants (as applicable) shall comply at all times with the ethical code of the Company as published at the Company site (www.ingl.co.il).

10. General Prerogatives of the Company

- 10.1. 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.
- 10.2. The Company reserves the right to modify, update or restrict any of the provisions of the Tender Documents ("**Amendment**").
- 10.3. 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.
- 10.4. 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:
 - 10.4.1. 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.
 - 10.4.2. Request additional information and/or clarifications from any of the Bidders.
 - 10.4.3. 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.

- 10.4.4. 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.
- 10.4.5. 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.
- 10.4.6. Award a provisional score to any Bidder for any of the evaluation criteria, subject to the receipt of all required documentation from such Bidder.
- 10.4.7. 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.
- 10.4.8. 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.
- 10.4.9. 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:
- 10.4.9.1. 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.

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

10.4.9.3. 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.

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

10.4.9.5. It may disqualify the Bid.

10.5. Subject to applicable law, the Company at its sole and absolute discretion, will be entitled to conduct negotiations with a Bidder or Bidders whose Bids founded by the Company compatible for negotiations, in any way the Company deems suitable and in any of the stages as set forth above, including but not limited to negotiate simultaneously with more than one of the Bidders, and/or to allow any compatible Bidder to submit a renewed or rectified Bid, and to cease such negotiations at any time. The Company reserves the right to reinstate any Bidder at any stage of the process subject to the agreement of such Bidder, and subject to such Bidder's compliance with all requirements and criteria set for such stage.

11. Disqualification of Bid

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

11.1.1. 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.

- 11.1.2. 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.
- 11.1.3. Commencement of any legal proceedings, which allegedly relate to an offence, which in the Company's opinion, affects the integrity of the Bidder.
- 11.1.4. Commitment of a grave error by any Bidder in the performance of its profession.
- 11.1.5. Employment of or engagement with a consultant or an expert, who was/is employed by the Company and/or any other relevant authority in relation to the Company without the prior written approval of the Company.
- 11.1.6. 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.
- 11.1.7. The existence of a material conflict of interest in a Bidder or any interested party therein.
- 11.1.8. Any event or change in circumstances in the Bidder, which may adversely affect the Bidder's capacity to be approved as a Bidder.
- 11.1.9. Any material breach of the provisions of the Tender, including the submission of any false or incomplete information.
- 11.1.10. Any other event or circumstances which the Company shall consider, at its sole discretion, as justifying disqualification of any Bidder.

11.2. 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.

12. 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.

13. 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.

14. Governing Law

14.1. This process is subject to the laws of the State of Israel, as they shall be formulated from time to time.

14.2. Any matter related to this Tender and the Works shall be adjudicated only in the authorized courts of the city of Tel Aviv-Jaffa, Israel.

15. Addresses of the Parties and Method for Sending Notifications

15.1. 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.

15.2. 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 - CONTACT DETAILS and UNDERTAKING OF CONFIDENTIALITY

TENDER No. INGL/TENDER/2025/02

Date: -

To:

Israel Natural Gas Lines Company Ltd.

Atidim Tower

Tel-Aviv, Israel

1. Details of the Bidder

- **Name of Corporation:** _____
- **Number of Corporation:** _____
- **Address:** _____
- **Telephone** _____
- **Fax No.:** _____
- **E-mail:** _____

2. Contact person on behalf of the Bidder

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

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

3. Undertaking of Confidentiality

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

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

ANNEX A2 - DECLARATION, WARRANTY AND UNDERTAKING
TENDER No. INGL/TENDER/2025/02

To: Israel Natural Gas Lines Company Ltd.

Atidim Tower, Tel-Aviv, Israel

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

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

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

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

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

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

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

ANNEX A3 - LEGAL OPINION – Power Of Attorney
TENDER No. INGL/TENDER/2025/02

To Israel Natural Gas Lines Company Ltd.

Atidim Tower, floor 32

Tel-Aviv, Israel

In accordance with the requirements of Tender no. **INGL/TENDER/2025/02**, 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 A4 - AFFIDAVIT REGARDING NON-PAYMENT OF "BROKERAGE FEES" AND NON-EMPLOYMENT OF COMPANY CONSULTANTS

TENDER No. INGL/TENDER/2025/02

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/2025/02** (hereinafter: "**the Tender**"):

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

In witness whereof the undersigned have hereunto set their hands:

Name/names of and signature
of authorized signatories

Bidder's Stamp

**ANNEX A5 - NO CONFLICT OF INTERESTS, NO PERSONAL AFFINITY AND ETHICAL CODE
COMPLIANCE DECLARATION AND UNDERTAKING**

To:

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

Atidim Tower, Kiryat Atidim,

Tel-Aviv 6158101, Israel

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

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

We the undersigned:

Full Name	ID/Passport No.	Title

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

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

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

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

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

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

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

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

4. **Ethical code**

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

5. **General**

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

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

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

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

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

Signature Authentication

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

Signature

Date

Annex A6(1) – Declarations regarding structure and Capabilities
Tender No. INGL/TENDER/2025/02

We, the undersigned (the “**Bidder**”) hereby declare as follows, as integral part of our Bid submitted to the for the Provision of Advisory & QA Inspection Services According to NEN Standard (**INGL/TENDER/2025/02**):

1. The Bidder has in place a management system that is certified as ISO 9001 compliant or an applied management system that meets the ISO 9001 certification requirements **(copies of certificates to be attached)**.

2. The Bidder is an engineering company, which headquarters are located in a current High-Income OECD.

Bidder’s headquarters is located in [Country / City]: _____

3. The Bidder employs in house at least 20 engineers.

The number of engineers employed in-house by the Bidder is: _____

4. The Bidder holds at least 10 years' experience in providing QA services in **all** the followings fields of **manufacturing**: high pressure natural gas pipelines API5L PSL2, valves, hot formed bends, fittings & PRMSs

a) Year of experience of the Bidders in the above services: _____

b) Nature of the QA services provided by the Bidder - **Please provide a short description of the services provided by the Bidder in the above fields.**

In Witness whereof, the parties hereto have signed this Declaration on behalf of the Bidder:

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

ANNEX A6(2) - THRESHOLD REQUIREMENTS and EVALUATION – BIDDER'S PROFESSIONAL EXPERIENCE LIST - PIPES

TENDER No. INGL/TENDER/2025/02

(Please fill and sign as required below)

Pipes Manufacture Inspection

	Inspection 1	Inspection 2	Inspection 3	Inspection 4	Inspection 5	Inspection 6
Name of Client						
Inspection Location (Country & City)						
Start (as of 1.1.2017 for threshold and as of 1.1.2014 for evaluation)						
Completion date						
Bidder provided the following services: (a) Quality assurance review during manufacturing stages of one or more line pipe/s, in the manufacturer's facilities according to the NEN3650 Dutch standard. (b) Visual inspection and quality certificates review of steel (HRC or plates) before production start. (c) Review of the manufacturer welding inspectors and NDT personnel qualifications. (d) Review of laboratory equipment calibration certification. (e) Visual inspection of pressure tests. (f) Review and approval of line pipe Material Record Book (MRB) upon manufacturing completion. (g) Review of laboratory NDT reports. (h) Reporting to the Client.	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Pipes diameter?						
Successive length of pipes (in Km)						
Pipes API5L approved?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Design pressure (Barg)						

	Inspection 7	Inspection 8	Inspection 9	Inspection 10	Inspection 11	Inspection 12
Name of Client						
Inspection Location (Country & City)						
Start (as of 1.1.2017 for threshold and as of 1.1.2014 for evaluation)						
Completion date						
Bidder provided the following services: (a) Quality assurance review during manufacturing stages of one or more line pipe/s, in the manufacturer's facilities according to the NEN3650 Dutch standard. (b) Visual inspection and quality certificates review of steel (HRC or plates) before production start. (c) Review of the manufacturer welding inspectors and NDT personnel qualifications. (d) Review of laboratory equipment calibration certification. (e) Visual inspection of pressure tests. (f) Review and approval of line pipe Material Record Book (MRB) upon manufacturing completion. (g) Review of laboratory NDT reports. (h) Reporting to the Client.	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Pipes diameter?						
Successive length of pipes (in Km)						
Pipes API5L approved?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Design pressure (Barg)						

The information shall refer to the quantity of projects requested in the Threshold Requirement and Evaluation Process.

The Bidder is fully familiar with the details of the NEN3650 Dutch standard, including with the requirements under the Specifications set forth in the technical Tender Documents.	Yes / No	
During the period as of 1.1.2014 until the Last Submission Date, the Bidder successfully provided consultancy services according to the NEN3650 Dutch standard dealing with engineering or manufacturing of: (1) line pipes, (2) PRMS and (3) other line pipes accessories (valves / induction bends / fittings).	Yes / No	
The Bidder holds ISO 9001 certificate or comparable Certificate in its field of expertise that is relevant to this Tender, valid as of the Last Submission Date, evidencing that it has in place a management system or an applied management system or comparable to such requirements (comparability to be determined by the Company at the Company's sole discretion) that meets or is comparable the ISO 9001 certifications requirements.	Yes / No	Please attach certification

Bidder's Confirmation

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

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

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

ANNEX A6(3) - THRESHOLD REQUIREMENTS and EVALUATION – BIDDER'S PROFESSIONAL EXPERIENCE LIST - **PRMS Manufacture Inspection**

TENDER No. INGL/TENDER/2022/54

(Please fill and sign as required below)

	Inspection 1	Inspection 2	Inspection 3	Inspection 4	Inspection 5	Inspection 6
Name of Client						
Inspection Location (Country & City)						
Start (as of 1.1.2017 for threshold and as of 1.1.2014 for evaluation)						
Completion date						
Bidder provided the following services: (a) Quality assurance review during all manufacturing stages in the PRMS manufacturer's mill (including at sub-contractors) according to the NEN3650 Dutch standard and reporting to the Client. (b) Visual inspection of all parts (piping and equipment). (c) Review of the manufacturer welding procedure qualification (WPQR & WPS). (d) Inspection during Final Acceptance Tests (FAT)(including pressure test) of the PRMS. (e) Review and approval of the PRMS quality certificates including the piping book. (f) Review and approval of all the equipment certificates installed in the PRMS, such as, but not limited: Slam Shut Valve (SSV), Pressure Regulator Valves, pressure vessels, Pressure Safety Valves, Ball Valves, Boilers, Isolating Couplings etc.). (g) Review of laboratory destructive tests and non-destructive test reports. (h) Review of the manufacturer welders and NDT personnel qualifications; (i) Review of laboratory equipment calibration certification.	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Natural Gas PRMS	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
PRMS design pressure (barg)						

	Inspection 7	Inspection 8	Inspection 9	Inspection 10	Inspection 11	Inspection 12
Name of Client						
Inspection Location (Country & City)						
Start (as of 1.1.2017 for threshold and as of 1.1.2014 for evaluation)						
Completion date						
Bidder provided the following services: (a) Quality assurance review during all manufacturing stages in the PRMS manufacturer's mill (including at sub-contractors) according to the NEN3650 Dutch standard and reporting to the Client. (b) Visual inspection of all parts (piping and equipment). (c) Review of the manufacturer welding procedure qualification (WPQR & WPS). (d) Inspection during Final Acceptance Tests (FAT) (including pressure test) of the PRMS. (e) Review and approval of the PRMS quality certificates including the piping book. (f) Review and approval of all the equipment certificates installed in the PRMS, such as, but not limited: Slam Shut Valve (SSV), Pressure Regulator Valves, pressure vessels, Pressure Safety Valves, Ball Valves, Boilers, Isolating Couplings etc.). (g) Review of laboratory destructive tests and non-destructive test reports. (h) Review of the manufacturer welders and NDT personnel qualifications; (i) Review of laboratory equipment calibration certification.	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Natural Gas PRMS	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
PRMS design pressure (barg)						

- The information shall refer to all the projects Bidder would like to be valued and **up to 12 Project** (this form can be copied).

Bidder's Confirmation

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

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

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

ANNEX A7 - THRESHOLD REQUIREMENTS AND EVALUATION – WELDING ENGINEER

TENDER No. INGL/TENDER/2025/02

(Please fill and sign as required below and attach the required documentation)

General Information			
1	Full Name:	Nationality:	
2	Years of Experience as Welding Engineer	Total Years: _____	Start year: _____
Qualifications (detailed Certificates attached)			
3	<input type="checkbox"/> Certified Welding Engineer <input type="checkbox"/> holds a degree in welding engineering/technology	Field: _____	
		Certification from: _____	
		Field: _____	
		Certification from: _____	
		Field: _____	
		Certification from: _____	
Experience			
4	<p>I hereby confirm that I have a minimum of at least 3-years' experience in providing inspection services for API5L high pressure (at least 40 Barg) natural gas pipeline line pipe & PRMS manufacturing.</p> <p>(" 1 of the Key Personnel shall have a minimum of 7 years experience as described above.</p> <p>I hold experience in providing inspection services for API5L high pressure (at least 16 Bar) natural gas pipeline line pipe & PRMS manufacturing of : _____ years</p>		
	Project name: _____ Welding Engineer Inspector Position: _____ Services Period: as of _____ until _____ Design Pressure: _____ Bar The project was constructed in accordance with API5L: Yes / No	Project name: _____ Welding Engineer position: _____ Services Period: as of _____ until _____ Design Pressure: _____ Bar The project was constructed in accordance with API5L: Yes / No	
5	Fluent in the English language Yes / No	<input type="checkbox"/> Bidder's employee	

Welding Engineer Confirmation	Signature	Date
--------------------------------------	-----------	------

Detailed CV be attached

Bidder's Confirmation

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

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

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

ANNEX A8 - THRESHOLD REQUIREMENTS and EVALUATION – WELDING INSPECTORS

TENDER No. INGL/TENDER/2025/02

(Please fill and sign this form separately for each of the Welding Inspectors and attach the required documentation)

General Information		
1	Full Name: _____	Nationality: _____
2	Years of Experience as Welding Inspector _____	Total Years: _____ Start year: _____
Qualifications (Certificates attached)		
3	<input type="checkbox"/> Certified Welding Inspector	Field: _____ Certification from: _____
	<input type="checkbox"/> Coating Welding Inspector	Field: _____ Certification from: _____
	<input type="checkbox"/> NDT certification	Field: _____ Certification from: _____
Experience		
4	I hereby confirm that I have a minimum of at least 3-years' experience in providing inspection services for API5L high pressure (at least 40 Barg) natural gas pipeline line pipe & PRMS manufacturing. (" 1 of the Key Personnel shall have a minimum of 7 years experience as described above. I hold experience in providing inspection services for API5L high pressure (at least 16 Bar) natural gas pipeline line pipe & PRMS manufacturing of : ____ years	
	Project name: _____ Welding Inspector Position: _____ Services Period: as of _____ until _____ Working Pressure: _____ Bar The project was constructed in accordance with API5L: Yes / No	Project name: _____ Welding Inspector position: _____ Services Period: as of _____ until _____ Working Pressure: _____ Bar The project was constructed in accordance with API5L: Yes / No
5	Fluent in the English language Yes / No	<input type="checkbox"/> Bidder's employee

Welding Inspector Confirmation	Signature	Date
---------------------------------------	-----------	------

Detailed CV be attached

Bidder's Confirmation

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

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

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

ANNEX A9 - BIDDER'S FINANCIAL STRENGTH

TENDER No. INGL/TENDER/2025/02

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 2023.
- 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:

	2020	2021	2022	2023
Turnover				
Cash flow				
Equity	Not relevant	Not relevant	Not relevant	

The abovementioned amounts currency is: EURO or Pound Sterling

[please check the relevant box]

Annual "**Weighted Average**" turnover over the course of the following 3 out the 4 years (2020 – 2023) is: _____.

The 3 years selected are [please check the relevant boxes]: 2020 2021 2022 2023

* Please insert amount and currency (EURO or Pound Sterling)

Annual "**Weighted Average**" cash flow over the course of 2018 – 2021 – _____.

The 3 years selected are [please check the relevant boxes]: 2020 2021 2022 2023

* Please insert amount and currency (EURO or Pound Sterling)

The "**Weighted Average**" is calculated as follows:

$(2020 \text{ or } 2021 * 30 + 2021 \text{ or } 2022 * 30 + 2022 \text{ or } 2023 * 40) / 100$

- 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".

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

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

ANNEX A10 – PARENT COMPANY GUARANTEE

TENDER No. INGL/TENDER/2025/02

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/2025/02**.

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

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

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

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

ANNEX A11 – PARENT COMPANY LEGAL OPINION – Power of Attorney
TENDER No. INGL/TENDER/2025/02

For Parent Company of the Bidder:

In accordance with the requirements of Tender no. **INGL/TENDER/2025/02**, I, the undersigned, Advocate _____ License No. _____ of _____, hereby affirm that the signatures of _____ *[Insert name of Parent Company]* (the "**Parent Company**") holds, directly or indirectly, more than 50% of the voting power or the power to appoint more than 50% of the directors in _____ *[Insert Bidder's name]* and that the signatures of the Parent Company on the on the Declaration, Warranty and Undertaking, and on any other of the documents signed by the Parent Company, as submitted with the Bid, have been executed according to all applicable laws and regulations and according to the incorporation documents of the Parent Company and are binding on the the Parent Company, and that there is no need for any further legal proceeding in order to give legal force to any of the undertakings made by the Parent Company.

Signature

Date

ANNEX A12– NON-DISCLOSURE AGREEMENT
TENDER No. INGL/TENDER/2025/02

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:	
	By: Position: Date:	

ANNEX A13 – SANCTIONS COMPLIANCE QUESTIONNAIRE

TENDER No. INGL/TENDER/2025/02

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 A14 - FORM OF COMMERCIAL PROPOSAL

TENDER No. INGL/TENDER/2025/02

(Envelope 2)

1. General

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

Key Personnel - Price Schedule								
Line Item	Item	Quantity of Consultants	Quantity [See note 3]	Maximum Price Rate [See note 1]	Proposed Rate (per Unit)	Currency for proposed Rate [See note 2]	Unit Rate	Total Amount (Proposed Rate X Quantity) [See note 4]
Senior Consultant								
1	Senior Consultant Services ABROAD (outside Bidder's country of origin) • having at least 10 years experience	1	60	€ 1500 or £ 1250		Check one of the following: € <input type="checkbox"/> £ <input type="checkbox"/>	Day	
2	Senior Consultant Services IN Bidder's country of origin • having at least 10 years experience	1	2950	€ 150 or £ 125			Hour	
Consultant								
3	Consultant Services ABROAD (outside Bidder's country of origin) • having less than 10 years experience, but at least 3 years experience	1	295	€ 1350 or £ 1225		Check one of the following: € <input type="checkbox"/> £ <input type="checkbox"/>	Day	
4	Consultant Services IN Bidder's country of origin • having less than 10 years experience, but at least 3 years experience	1	664	€ 135 or £ 113			Hour	
							Total	

General Notes to Price Schedule above	
1	Maximum Price Rate - Maximum Price Rate for Hourly Rate or Daily Rate - The Proposed Rate (per Unit) quoted may not exceed the applicable Maximum Price Rate in the above table. If for any reason Bidder quote exceeds the applicable Maximum Price Rate such Maximum Price Rate shall be regarded as the Proposed Rate by this Bidder.
2	Currency for Proposed Rate - Bidders shall quote by either Euro or GBP (British pound sterling). The payment to the Consultant shall be in the currency quoted by the Consultant during the Tender, unless agreed between the Company and the Consultant otherwise. In event no currency or more than one were selected in the boxes - the Company shall refer to the Euro currency only as the default currency proposed.
3	Quantity - The quantities above are for Tender evaluation process only and shall not be interpreted as an undertaking or representation by the Company to the actual quantities or scope of services to be ordered from Consultant. The Consultant shall not have any claims regarding quantity changes and any rate price changes.
4	Total Amount – Bidders shall multiply Quantity and their Proposed Rate and summarize the Price Quote.
5	VAT - All prices quoted are without Israeli VAT only (Israeli VAT shall be paid if applicable according to the Law)
6	Prices Indexation and Consultant's costs reimbursement are as provided in Annex B3 to the Agreement only.
Bidders may not Deviate from the above nor make any reservations.	

We, the undersigned, undertake that if selected as the successful Bidder in the Tender, we shall perform all of our obligations pursuant to the Contract for the price as set forth in this Commercial proposal which are complete and covering all costs and expenses of any nature in respect to all the Services and works to be provided by us.

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