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Instructions to Bidders ("ITB")

(INGL/TENDER/2026/18)

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נתיבי הגז הטבעי לישראל
ISRAEL NATURAL GAS LINES

Document A - Invitation to Submit Bids

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1. **Introduction**

1.1. Israel Natural Gas Lines Ltd. ("**INGL**" or "**Company**"), a governmental company fully owned by the State of Israel, operates under the auspices and regulation of the Israeli Natural Gas Authority, in accordance with the Israeli Natural Gas Market Law, 2002 (the "**Natural Gas Law**"), and is authorized, licensed, and responsible for erecting and operating the Israeli national gas transmission System.

1.2. The Company hereby invites Bidders who fully comply with the threshold requirements set forth below, to submit Bids for the provision of professional advisory and supervision services for Company's activities including, *inter alia,* for onshore and offshore projects, underground storage, energy ventures, energy feasibility studies etc., in accordance with the terms and conditions set forth in the Tender Documents, which shall direct the Bidders with respect to all aspects of the preparation of their Bids, including the technical and financial information to be submitted

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 Part 1 (Professional Proposal) and Part 2 (Commercial Proposal), 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. **Contract Period** – a period of 5 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 2 years.

2.6. **Contract** or **Agreement** – The document of the Contract attached hereto as Document B and all annexes thereto that will be signed between the Company and the Consultant.

2.7. **Consultant** – the Bidder that shall be awarded the execution of the Services under this Tender.

2.8. **Day** - a calendar day according to the Gregorian calendar.

2.9. **Deviation** – unauthorized change, omission, reservation, condition and/or addition made by a Bidder to the Tender Documents, in any way, manner and/or scope (including in the Bid itself).

2.10. **High Income OECD Country** - As defined by the world bank (https://data.worldbank.org/?locations=XD-OE-XT).

2.11. **Key Personnel** – Bidders suggested personnel for compliance with Clause12.3 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. **PRMS** – Pressure Reduction and Metering Station.

2.14. **Projects** or **Project** - Company's ongoing and future transmission network projects, underground storage and other energy related ventures, as determined by the Company.

2.15. **Quality Score** – The grade granted to the Bid following the quality evaluation process in Clause 17 below.

2.16. **Quotation** – A price proposal submitted by a Bidder, comprised of Part 2 (Commercial Proposal), according to Clause 13.5 below.

2.17. **Services** – Means all professional advisory and supervision services which are to be provided and/or performed by the Consultant in accordance with the Contract.

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 design, construction and development of the national high-pressure natural gas transmission system, reservoirs and other related energy ventures.

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

3.1.3. The Company is required to contract with a professional company in order to receive advisory and supervision services in connection with the performance of its duties including, without limitation, with respect to the engineering and construction of the System and its operation, and supervision of the construction of the System.

3.1.4. The Company's development plan for the coming years includes, inter alia, the construction of new pipeline sections of the System and PRMSs, the doubling of existing sections (including block valve stations and PRMSs), compressor station, and connecting the System to governmental and private power plants, industrial zones, plants and privately owned low-pressure natural gas distribution systems, and other energy related activities including underground storage, energy feasibility studies etc.

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

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

3.2. **The System**

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

3.2.2. The existing System, as constructed by the Company, includes approximately 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. In addition, currently under construction during 2026 are approximately 66 km of up to 36'' high pressure natural gas pipeline, 4 block valves stations and 1 PRMS. Under design are additional 160 km and 11 PRMSs.

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

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

3.2.6. More about the Company and its activities can be viewed at its website: www.ingl.co.il.

3.2.7. The execution of Projects by the Company is subject to the approval of certain official organs of the Company, including budgetary or other approvals of the relevant authorities and the clients, which may result changes in the works and time schedules. Bidders (including the Successful Bidders) shall have no claim regarding the above.

3.3. **The Services required for the Company**

3.3.1. The Services are required in Company's construction and developing works of the System, according to the Company's development plan for the coming years. Such development plan includes, inter alia, the construction of new pipeline sections of the System and PRMSs, the doubling of existing sections (including block valve stations and PRMSs), compressor stations, connecting the System to governmental and private power plants, industrial zones, plants and privately owned low-pressure natural gas distribution systems. Further details of the current Company's short-term development plan is provided in **Annex A1**, however may be amended according to needs. The Services may also include other energy-related activities including underground storage, energy feasibility studies etc., as determined by the Company.

3.3.2. The above development plan is provided for general impression purposes only and is nonbinding and may be amended according to Company's needs.

3.3.3. The Company may instruct the Consultant in writing to provide the Services in Company's project/s in which execution have already begun.

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

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 below shall be carried out by the Key Personnel and shall *inter alia* include mainly:

4.2.1. Review and update (if necessary) of the System's conceptual and basic design.

4.2.2. Provide signed approvals for the design and construction specifications according to Company's license.

4.2.3. Perform reviews and provide signed approvals for all engineering plans and specifications provided by INGL before submission of such plans to the authorities .

4.2.4. Perform reviews and provide signed approvals for construction, production and operation procedures and for hot and cold commissioning tests.

4.2.5. Completion certificates signed and approved by the Consultant.

4.2.6. Perform reviews and provide signed approvals for the gassing-up procedures before submission to the NGA.

4.2.7. Perform reviews and provide signed approvals for INGL's As-Mades.

4.2.8. Perform reviews and provide signed approvals for any reports/plans/documents/technical queries/waiver requests etc. as may be required by INGL.

4.2.9. Review of procurement, certification and general consultancy regarding tender processes and procurement activities, including cost evaluation (if required).

4.2.10. Issue approved and signed operation, gassing-up and emergency procedures for INGL's various facilities.

4.2.11. Option to perform Project Management and close supervision on site for onshore and offshore projects.

4.2.12. Issue status reports regarding planning process and construction for offshore Projects in which the Consultant is in charge for supervision and management .

4.2.13. Establish and implement an overall training program for INGL's engineering, construction and O&M employees, for the on-going activities and other specific issues, as may be required by INGL.

4.2.14. Provide signed approvals prior to the gassing-up and commencement of operation of the System.

4.2.15. Provide engineering and supervision support as an owner engineer of the Company during Company's Projects.

4.2.16. Any other relevant consultancy, supervision, project management and design support services which may be required by INGL in relation to INGL's energy engineering, design, construction and operation activities, including providing expert support reports and ancillary documents, feasibility studies, reports and etc.

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 local rules and regulations and comply with them, obtain all necessary permits and coordinate the execution of the Services with all relevant governmental and local authorities.

4.5. The Consultant shall be responsible for ensuring permits for all personnel and/or equipment as required, in a timely manner, and that entry permissions and all other legal and operational procedures are addressed by the Consultant in a 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. **Key Personnel**

4.6.1. The Services shall be provided by the Key Personnel (Senior Consultant, Construction Advisor and Operation and Maintenance Consultant) and additional Consultant's Personnel as required by the Company. 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 Company.

4.6.2. If required by the Company, the Consultant's Key Personnel shall be present in Israel during the provision of Services, as further described in the Agreement.

4.6.3. Consultant shall obtain and maintain, at his own costs, all insurance necessary to cover his liabilities and his equipment in connection with the Services under the Agreement and shall provide the Company an insurance certificate, in the format acceptable to its insurer that shall include all substantive requirements as further provided in the Agreement.

5. **The Company Option**

5.1. The Company may instruct the Consultant to provide the Services or any part thereof by giving the Consultant prior notice of at least 14 days prior to the commencement of any such task/Project. The Services may be parallelly provided

by the Consultant's Personnel to on-going Projects in accordance with the Agreement and Company's discretion.

5.2. The Key Personnel shall dedicate all time, efforts, and skills for carrying out the Services, as required by the Company and until the Company's approval is received for the completion of the Services at the Project.

5.3. The Company may also 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 Company's requirements.

5.4. The Company may instruct the Consultant to provide the Services by additional Personnel and/or by additional Key Personnel experienced in offshore projects. Within 14 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). 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.

5.5. 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.

6. **<u>The Qualification Process of this Tender</u>**

The evaluation process consists of 3 stages, as follows:

6.1. **1st Stage – Threshold Requirements** - the Threshold Requirements for participating in this Tender are set forth in Clause 12 below. A Bidder that falls short of meeting any of the Threshold Requirements shall not progress to the next stage of the Tender.

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 17.2 below.

6.3. **3rd - Presentation and Interview -** the three best ranked Bidders in the 2nd Stage will be invited to an interview and presentation as provided in Clause 17.5 below.

6.4. **4th 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 17.7 below.

6.5. Thereafter each Bidder shall be given its Final Score consisting of its Quality Score (80%) and its Price Score (20%); all as provided in Clause 17.9 below.

6.6. 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	**1.9. 2026, 12:00 (Israel time)**
b	Last date for submission of Bids ("**Last Submission Date**")	**No later than 10.11.2026 ,2026 at 17:00 (Israel time)**
c	Presentation of proposal, methodology and Key Personnel	**To be coordinated separately with each eligible Bidder**
d	Bid valid until	**10.5.2027 (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. This process shall be conducted as an Electronic Tender in accordance with the provisions of Regulation 19C of the Mandatory Tenders Regulations, 5753-1993, via the "Sourcing Vision" online tendering system of "Mashik," at: https://account.sourcingvision.com (the "**Electronic Tendering System**").

8.2. Bidders shall register in the system in accordance with the instructions in order to obtain the appropriate access permissions. Upon first entry into the Electronic Tender System, and as a condition for participation in the Supplementary Tender, Bidders will be required to approve the system's terms of use. For the purpose of identification, login, and use of the Electronic Tender System, Bidders must have an active email address.

8.3. The Supplementary Tender page ("**Tender page**") within the Electronic Tender System, as well as other tenders to which the Bidder has registered, can be found under the "Tender Box" module. In addition, a direct link to the current Tender page is available on the Tender page published on the Company's Website.

8.4. All Tender Documents are available under the "Documents for Download" category in the Electronic Tender System.

8.5. It is hereby clarified that the submission process to the Tender Box may include several different stages. The Bidder must complete all required steps listed on the Tender page in order to successfully submit a Bid. Partial completion of actions shall not be considered a valid submission. Bidders' attention is drawn to the fact that if no action is performed for 20 minutes, the system will automatically disconnect and any action that was not saved as a draft will not be retained. In such a case, the Bidder will be required to log in to the system again.

8.6. If the Bid submission process is completed successfully and the documents are received in the Tender box, a confirmation message will be displayed indicating that the Bid has been submitted successfully. Simultaneously, a confirmation email will be sent to the email address provided by the Bidder confirming that the documents have been received in the Electronic Tender System. Failure to receive such confirmation by email indicates that the documents were not submitted properly.

8.7. Uploading all documents properly and within the deadlines established in the Supplementary Tender is the sole responsibility of the Bidder. The Bidder bears exclusive responsibility for retaining the confirmations generated and/or provided by the Electronic Tender System as proof of proper submission.

8.8. Bids shall be submitted, in accordance with the provisions below, no later than the final deadline for submission of Bids, as specified in Section 4(b). After this deadline, the electronic Tender box will be locked and no further actions may be performed in the system, including in cases where the submission process has begun but has not yet been completed. **Any Bid that is not found in the electronic Tender box by the Submission Deadline will not be considered**.

8.9. Bidders should take into account that the submission process and the uploading of files to the system may take time and depend, among other things, on the quality of the Bidder's internet connection. In addition, technical malfunctions may occur that could delay and/or prevent submission of the Bid. The company shall not be responsible for any failure in uploading the documents, including due to misunderstanding and/or failure to complete the submission process and/or submission of incomplete documents and/or any malfunction of the internet and/or computer systems and their components. The Bidder irrevocably waives any claim, demand, or cause of action against the company in connection with or arising from the foregoing.

8.10. For technical issues and assistance in operating the system, Bidders may contact the support center Sunday – Thursday between 08:00 and 17:00 Israel time via telephone: +972-50-9029376 or by email: service@mashiktech.com. The inquiry must include the name of the Tender, the deadline for submission of Bids, and, where relevant, screenshots. The response time from the moment the inquiry is sent until a service representative responds shall not exceed 5 hours during the support center's operating hours. Only in exceptional cases may the response time exceed 5 hours. The support center does not undertake to provide responses to inquiries received less than 5 hours before the Submission Deadline.

It is clarified that such inquiries may relate only to technical support and/or assistance regarding use of or submission through the Electronic Tender System, and any response or clarification provided regarding the substance of the Supplementary Tender shall have no validity. Questions and/or inquiries regarding the terms of the Supplementary Tender shall be submitted solely through the Tender clarification and amendment mechanism, as detailed in Section 9 below.

9. **Bidders' Requests for Clarifications**

9.1. Bidders may submit a request for clarifications regarding any matter relating to the Tender documents and their terms, until the date specified in Section 4(a) above.

9.2. Questions must be submitted through the Electronic Tender System under the category “Clarifications”. Bidders must complete all required information, including the relevant document, the page number and section to which the question relates, and a detailed description of the question and/or the clarification requested.

9.3. The Company shall have the sole discretion whether and how to respond to clarification requests. The Company may choose not to address questions that are unclear, general, irrelevant, and/or for any other substantive reason, at its sole discretion.

9.4. The Company shall have the sole discretion whether and how to respond to clarification requests. The Company’s responses will be published in the Electronic Tender System and/or on the Company’s website and shall constitute an integral part of the Tender documents. Bidders shall confirm in writing the receipt of the Company’s responses to clarification requests; however, in any event, such responses (including amendments to the Tender conditions) shall be binding upon the Bidders whether or not they confirmed their receipt.

9.5. The company reserves the right to amend the terms of this Supplementary Tender and its appendices, or any part thereof.

10. **Contact Details and Availability of Documents**

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

10.2. Until the Last Submission Date Bidders are required and recommended to enter the Tender portal at the Company's Website (www.ingl.co.il) (under "Tenders/Publication" tab) daily and check for updates and information issued by the Company.

10.3. Bidders shall send via e-mail to the Tender Coordinator their contact details, including the details of the person who shall be authorized to contact the Company in the name of the Bidder during the Tender process (the "**Contact Person**"), in the form attached as **Annex A2**.

10.4. Only Bidders that shall register with the Company and provide their contact details shall receive updates, clarifications and amendments regarding the Tender.

10.5. **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.

12.2. **Bidder's Professional Experience**

The Bidder complies with all the following minimum requirements:

12.2.1. The Bidder is an engineering company, whose headquarters are located in a current High-Income OECD Country.

12.2.2. The Bidder employs at least twenty (20) in-house engineers.

12.2.3. The Bidder holds at least fifteen (15) years' experience in providing engineering, design, supervision, and consultancy services for the design, construction and operation of high-pressure Natural Gas transmission systems and/or low-pressure* Natural Gas distribution systems.

To this end, low-pressure means distribution systems operating at 16 bars or lower.

12.2.4. The Bidder provided overall review of design and construction support services for Natural Gas projects, serving Natural Gas transmission systems operators and/or Natural Gas producers as end users, as follows:

12.2.4.1. At least 2 onshore projects, each consisting of at least 50 km long pipeline in a diameter of at least 24", and

12.2.4.2. At least 1 offshore project consisting of at least 20 km long pipeline in a diameter of at least 18".

To this end the construction of each project started as of 2014 and the project had been activated until the Last Submission Date.

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

12.3. **Key Personnel**

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

12.3.1. Senior Consultant

Holds at least 15 years of accumulated work experience in design and design review and approval of high-pressure (at least 40 bar) Natural Gas transmission systems projects, which included pipelines, stations and PRMSs and which were constructed in accordance with European standards and/or NEN 3650 Dutch code.

12.3.2. Construction Advisor

Holds at least 12 years of accumulated professional experience in providing overall construction support services in the construction of high-pressure (at least 40 bar) Natural Gas transmission systems projects, which were designed in accordance with European standards and/or NEN 3650 Dutch code.

12.3.3. Operation and Maintenance Consultant

Holds at least 12 years of accumulated professional experience in consulting the operation and maintenance of high-pressure (at least 40 bar) natural gas transmission/distribution systems located in European countries, which were designed in accordance with European standards and/or the NEN 3650 Dutch code.

12.3.4. **Each** of the proposed Key Personnel shall also comply with all the following:

12.3.4.1. A Mechanical/Process/Civil Engineer with University degree.

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

12.3.4.3. Bidder/Affiliate/Acquired corporation's employee or provides services to the Bidder/Affiliate/Acquired corporation as a freelance.

To meet the above thresholds, the Bidder may propose a different candidate for each position or 2 candidates, one of which comply with 2 of the Key Personnel positions and the other with the remaining position (for example 1 candidate as Senior Consultant and Construction Advisor and another as Operation and Maintenance Consultant), provided that each candidate comply with the relevant requirements.

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

Please note that during the Contract Period the Services of additional Personnel may be required, 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 who meets the above requirements.

12.4. **Financial Strength**

12.4.1. The Bidder's last audited financial statements do not include a "Going Concern" notice.

12.5. **General Threshold Requirements**

12.5.1. 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**

13.1. 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.

13.2. 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.

13.3. Bidders shall submit their Bids in 2 separate parts designated in the Electronic Tendering System, as detailed hereinafter.

13.4. **Part 1 (Professional Proposal)**

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

13.4.1. Table of contents

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

13.4.2. Legal Structure

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

13.4.3. Bidder's profile and Organizational chart

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

13.4.4. Documentation regarding Past Experience of the Bidder

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

- The information in form **Annex A7(1)** shall be used to verify the compliance of the Bidder with the Threshold Requirement regarding professional experience.
- The information in forms **Annex A7(2)** shall be used to evaluate the Bidder and its Proposal as part of the Evaluation Stage.

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

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

13.4.5. Documentation regarding Bidder's proposed Key Personnel

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

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

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

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

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

13.4.6. Contact Details, Signatory Rights and Confidentiality

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

13.4.7. Declaration, Warranty and Undertaking

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

13.4.8. Legal Opinion - Power of Attorney

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

13.4.9. 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 A5** duly signed by the Bidder.

13.4.10. No Conflict of Interests

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

13.4.11. Bidder’s Financial Strength

13.4.11.1. A Certificate (confirmed by Bidder’s independent certified public accountants) which declares that Bidder's last audited financial statements do not include a "Going Concern" notice in the form attached hereto as **Annex A11.**

13.4.12. A duly signed copy of the Tender documents

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

13.4.13. Bidder's Proposed Methodology

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

13.4.14. Clarifications & Amendments

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

Part 1 (Professional Proposal) shall not contain any information or documents regarding the Commercial Proposal.

13.5. **Part 2 (Commercial Proposal)**

13.5.1. In Part 2 the Bidder shall include its commercial proposal in form attached hereto as **Annex A12**, duly signed by the Bidder.

13.5.2. The Bidder should quote its commercial proposal to all items in the designated places in the Quotation Form attached as **Annex A12** hereto. A Quotation for an item **shall not** refer to any other item and **shall not** include any other Deviation.

13.5.3. The Prices shall be quoted in **Euro currency only** and shall be **all inclusive** as provided in the Contract.

13.5.4. The rates quoted by the Bidder **shall not exceed the Maximum Prices** provided in **Annex A12**.

13.5.5. The Bid's Price shall be firm to all payments and no other escalation clause or rate fluctuations shall be applied except those specifically provided in the Agreement. Unless otherwise expressly stated in the Contract, all Consultants' costs in performing the Services including its personnel travel costs, accommodation, etc., are included in the Fee and the Consultant shall not be entitled to any additional consideration or reimbursement.

14. **Bids Submission Rules**

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

14.2. All Bid documents must be typed legibly. Each volume comprising the Bid documents shall be consecutively numerated and include a table of contents.

14.3. The Bid shall be signed with the full signature of the Bidder and of the authorized signatories of the Bidder.

14.4. The Bidder shall present an attorney's confirmation (or the equivalent) regarding the signatory rights of the signatories with respect to the Bid on behalf of the Bidder.

14.5. The Company shall not be bound to accept any Bidder's confidentiality statements as marked or any restriction therein.

14.6. The complete Bid shall be without alterations, reservations, interlineations, additions or erasures, except for those that have been made pursuant to written instructions issued by the Company, or as necessary to correct errors made by the Bidder. The Bidder shall initial the right-hand side of each part of the Bid where such entries, corrections or amendments have been made.

14.7. The Bids shall be prepared and submitted according to the terms of the Tender. The Bidder must refer in its Bid to all the details required under the terms and attach thereto all the required documents.

14.8. The Company shall be entitled, at its sole discretion, to disqualify any Bid that contains a condition, restriction, modification, addition or omission with respect to the terms of the Tender. The decision in any of the abovementioned events is subject to the Company's sole discretion.

14.9. The Bidder shall be entitled to attach to its Bid additional relevant details and documents for the purpose of clarification, verification of data reported and/or

for any other purpose which the Bidder considers to be required in order to assure the optimal presentation of the Bid thereof.

14.10. There shall be nothing in the contents of the Bid which does not comply with the provisions of Israeli law or with in other law that the Bidder is subject to.

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

15. **Validity of Bid**

15.1. 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.

15.2. 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.

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

16.1. 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.

16.2. 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.

16.3. 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.

16.4. 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.

16.5. 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.

16.6. 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.

17. **Examination of the Bids**

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

17.1. In the **first stage** the Company shall examine the contents of Part 1 (Professional Proposal) in order to determine if the Bid complies with the Threshold Requirements and general requirements.

17.2. In the **second stage** the Company shall examine the contents of Part 1 (Professional Proposal) 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.

17.3. The Quality Score shall be awarded in accordance with the following criteria and scores:

Main Category Criteria	Maximum score
Bidder's (and – if relevant – Bidder's Affiliate/Acquired Corporation) Professional Experience	
Work experience as of 1.1.2008 in overall design review and/or construction support services and/or operation and maintenance services for high-pressure (at least 40 bar) natural gas transmission systems projects, which were constructed in accordance with European standards, which had been activated and gassed-up until the Last Submission Date (in this section: "**Project**") in accordance with the following criteria: 1. Project/s in which the Bidder provided the overall design review, which was designed in accordance with NEN 3650 Dutch code and/or European standards. **1 point per 10km pipeline's length (cumulative) and up to maximum of 6 points**. 2. Project in which the Bidder provided the construction support services with pipeline's diameter of 36" or more – **2 points per Project up to maximum of 6 points.** 3. Project for which the Bidder provided the operation and maintenance services **- 1 point per project up to maximum of 2 points.** 4. Project which had been activated and gassed-up **within the last 3 years** prior to the Last Submission Date – **2 points per Project and up to maximum of 4 points.** Please note that a given Project can be valued in more than one criterion. Offshore project which was designed in accordance with DNV F101 code and included at least 10 km high-pressure pipeline with a minimum diameter of 18", sub-sea Plem (pipeline & manifold) and structures – **3 points per project up to maximum 6 points.**	**17**
Bidder's Key Personnel – Senior Consultant	
Work experience as of 1.1.2008 in overall design approval and construction support services for high-pressure natural gas transmission systems (at least 40 bar) projects, which included pipelines in a diameter of at least 24", which were constructed in accordance with European standards and/or NEN 3650 Dutch code, and which had been activated and gassed-up until the Last Submission Date (in this section: "**Project**") in accordance with the following criteria: 1. Project/s successive pipeline's length. **1 point per 10km pipeline's length (cumulative) and up to maximum of 6 points**. 2. Project with pipeline's diameter of 36"or more – **2 points per Project up to maximum of 6 points**. 3. Project which had been activated and gassed-up **within the last 3 years** prior to the Last Submission Date – **2 points per Project up to maximum of 4 points.**	**11**

Please note that a given Project can be valued in more than one criterion.	
Bidder's Key Personnel – Construction Advisor	
Experience as of 1.1.2008 in overall construction support services for the construction of high-pressure natural transmission systems (at least 40 bar) projects, which included pipelines in a diameter of at least 24" and which were constructed in accordance with European standards and/or NEN 3650 Dutch code, and which had been activated and gassed-up until the Last Submission Date (in this section: "**Project**") in accordance with the following criteria: 1. Project/s successive pipeline's length. **1 point per 10km pipeline's length and up to maximum of 6 points**. 2. Project with pipeline's diameter of 36" or more – **2 points per Project up to maximum of 6 points**. 3. Project which had been activated and gassed-up **within the last 3 years** prior to the Last Submission Date – **2 points per Project up to maximum of 4 points.** Please note that a given Project can be valued in more than one criterion.	**11**
Bidder's Key Personnel – Operation and Maintenance Consultant	
Experience as of 1.1.2008 in providing consulting services to Natural Gas transmission systems operators on the operation and maintenance of high-pressure (at least 40 bar) natural gas transmission/distribution systems located in European countries, which were designed in accordance with European standards and/or the NEN 3650 Dutch code, in accordance with the following criteria: 1. For each separate system as described above (above 1 system) – **2 points per system up to maximum of 4 points.** 2. For each separate system as described above (above 1 system) which included Inline Inspection (Pigging) and/or Hot Tapping activities – **1 point per system up to maximum of 3 points.** Please note that a given system can be valued in more than one criterion. Examples of Bidder's prior work demonstrating operational procedures/venting procedures/gassing-up procedures for Natural Gas transmission systems – **2 points per process demonstrated up to a maximum of 4 points.**	**11**
Team Member Interview and methodology presentation	
According to the following criteria: 1. Demonstration of professional knowledge in the field of the Services – **up to 13 points.**	**30**

2. Level of expertise and familiarity with the standard required for providing of the Services — **up to 5 points.** 3. Presentation of the proposed methodology related to the Scope of Work which shall include the processes for the construction of onshore and offshore high-pressure Natural Gas transmission systems projects – **up to 12 points.**	
Total	**80**

17.4. When reviewing the Bids, the Company may take into consideration, in accordance to its sole discretion, all available information from any and all sources and past experience of the Company with the Bidder.

17.5. **Third stage - Presentation and Interview**

17.5.1. The three best ranked Bidders (which have been awarded by the Company the top-Quality Scores based on the Bidders' written proposals) will be invited to present before the Company the Key Personnel and proposed Methodology as provided below. The rest of the Bidders shall not continue to the next stages.

17.5.2. The presentation and interview will be before a panel to be determined by the Company, to which all the Bidders' Key Personnel shall appear.

17.5.3. The presentation and interview shall be held through "Teams Meeting" video communication application or other means determined by the Company.

17.5.4. The presentation should highlight the Bidder's understanding of the System in Israel, relevant experience of the Bidder and Key Personnel with European natural gas transmission systems. The Bidder shall send the presentation to the Company at least 5 Days prior to the interview date.

17.5.5. The Interview shall include a self-presentation by the Bidder's team members and answer to the Company's representatives' questions. The Bidder shall be responsible for summoning the Key Personnel, as well as any other party on behalf of the Bidder whom the Company will request to summon at its discretion.

17.5.6. The Company may adjust the Quality Score of the Bidder in accordance with the Interview outcomes.

17.6. After the third stage, a Bidder that shall be awarded a Quality Score of **less than** 60 points in total (the "**Minimum Score**") shall not pass to the next stage and the Bidders whose Bid received a Quality Score of 60 points or more shall pass to stage 4. Notwithstanding the foregoing, in the event that less than 3 Bids received the Minimum Score required, the Company may, but is not obligated to, decrease the Minimum Score and the provisions of this clause shall apply *mutatis mutandis*.

17.7. In the **Fourth Stage** the Company shall examine the contents of the Commercial Proposal of the Bidders that successfully passed Stage 3 to determine their Price Score.

17.8. Subject to the prerogatives of the Company under this Tender and under the Law, the lowest Commercial Proposal (according to weights determined in **Annex A12**) shall be awarded 20 points for Price Score. The Price Score for the other eligible Bidders shall be determined as follows:

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

17.9. The sum of the Quality Score and the Price Score for each Bid shall be the **Final Score** of the Bid. The Bid that was granted the highest Final Score shall be declared as the winner of this Tender, subject to the prerogatives of the Company under this Tender and under the Law.

17.10. Without derogating from the rights pursuant to any Law, should a Successful Bidder fail to fulfill its undertakings according to the terms of the Tender or the Contract, the Company may approach the next Bidder in Bid rankings and announce him as the Successful Bidder and the provisions of Clause 22.6 shall apply.

18. **Signing the Contract**

18.1. Following the notification of the successful Bidder in the Tender, and as a precondition for Company to sign the Contract, the successful Bidder shall submit to the Company an insurance certificate in a format acceptable to its insurers.

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

19. **Order of Precedence**

19.1. 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.

19.2. 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.

20. **Information Supplied by the Company**

20.1. 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.

20.2. 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.

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

21.1. 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.

21.2. Neither the Bidder nor any of its sub-Consultants may at any time be connected with the Company or its employees or its consultants.

21.3. The Bid shall not be prepared in collusion with any other Bidder participating in the Tender, nor with any affiliate thereof.

21.4. A Bidder may not submit and may be involved – directly or indirectly – in the submission of more than one Bid.

21.5. 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.

21.6. 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.

21.7. Without derogating the above, Bidders and Consultants (as applicable) shall always comply with its declarations and undertaking regarding conflict of interests as detailed in **Annex A6** (as integral part of this Tender).

21.8. 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).

22. **General Prerogatives of the Company**

22.1. 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.

22.2. The Company reserves the right to modify, update or restrict any of the provisions of the Tender Documents ("**Amendment**").

22.3. 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 is 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.

22.4. 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:

22.4.1. 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.

22.4.2. Request additional information and/or clarifications from any of the Bidders.

22.4.3. 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 .

22.4.4. 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.

22.4.5. 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.

22.4.6. Award a provisional score to any Bidder for any of the evaluation criteria, subject to the receipt of all required documentation from such Bidder.

22.4.7. 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.

22.4.8. 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.

22.4.9. 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:

22.4.9.1. 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.

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

22.4.9.3. 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.

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

22.4.9.5. It may disqualify the Bid.

22.5. 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.

22.6. Conditional Winner

22.6.1. Without derogating from any other right held by Company according to the Tender Documents and/or the Laws, alongside the announcement of the successful Bidder in the Tender, Company may notify the Bidder whose Bid received the second-highest Final Score, that it has been conditionally qualified to perform the Services (hereinafter: "**Conditional Winner**").

22.6.2. The Conditional Winner Bid shall be valid for a period of not less than 6 months from the date of the announcement of the successful Bidder (hereinafter: the "**Waiting Period**"). Company reserves the right, for any reason whatsoever, to order an extension of the Waiting Period (and accordingly, an extension of the validity of the Bid of the Conditional Winner) for additional fixed periods of 3 months each.

22.6.3. Without derogating from the rights pursuant to any Law, should the successful Bidder fail to fulfill its undertakings according to the terms of the Tender or the Contract, Company may approach the Conditional Winner and announce him as the successful Bidder.

22.6.4. Should such announcement of a new successful Bidder be made later than 24 months as of the selection of the initial successful Bidder, the Conditional Winner may decline the award and should he do so, Company shall be entitled to approach the next Bidder ranked and so on.

23. **Disqualification of Bid**

23.1. 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**").

23.1.1. 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.

23.1.2. 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.

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

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

23.1.5. 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.

23.1.6. 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.

23.1.7. The existence of a material conflict of interest in a Bidder or any interested party therein.

23.1.8. Any event or change in circumstances in the Bidder, which may adversely affect the Bidder's capacity to be approved as a Bidder.

23.1.9. Any material breach of the provisions of the Tender, including the submission of any false or incomplete information.

23.1.10. Any other event or circumstances which the Company shall consider, at its sole discretion, as justifying disqualification of any Bidder.

23.2. 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.

24. 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.

25. 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.

26. Governing Law

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

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

27. **Addresses of the Parties and Method for Sending Notifications**

27.1. The address of the Company is as detailed above. The addresses of the Bidders shall be considered as the addresses specified the contact details form (**Annex A1**) submitted by them and, after the submission of the Bids, the addresses specified in their Bids.

27.2. Each notice that shall be sent by the Company to the address of the Bidders or to the contact person on their behalf by registered mail, shall be considered to have been received by the Bidders within three business days of the date of sending; if sent by facsimile or by electronic mail it shall be considered to have been received by the Bidders on the business day following the day it was sent; and if delivered personally - at the time of delivery.

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

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

ANNEX A1 – Cancelled

ANNEX A2 - CONTACT DETAILS and UNDERTAKING OF CONFIDENTIALITY

TENDER No. INGL/TENDER/2026/18

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(1) – CONFIDENTILITY AND NON-DISCLOUSURE AGREEMENT

TENDER No. INGL/TENDER/2026/18

To
Israel Natural Gas Lines Company Ltd. ("**Company**")

I/We, the undersigned, _____ of _____ [*Name of firm*] (the "**Receiver**"), hereby declare in writing as follows:

Whereas the undersigned, _____ [*Full Names of the undersigned]* (hereinafter: the "**Receiver**") is an employee/sub-contractor of _____ [*Name of Bidder*] which about to enter an engagement with the Company for the provision of consulting services (hereinafter: the "**Services**");

Whereas within the framework of and/or for the purpose of providing the Services, the Company may disclose to the Receiver and its employees (or such information may otherwise be revealed to them) confidential information as specified below;

Whereas the confidential information that the Company is about to disclose to the Receiver, or the confidential information to which the Receiver may be exposed, may also constitute inside information, as defined in the Securities Law, 5728-1968 (hereinafter: "**Inside Information**");

Whereas The Company's consent to engage with the Receiver and to disclose the confidential information thereto is expressly conditioned upon and subject to the Receiver undertaking to maintain the confidentiality of the confidential information and to refrain from making any use of Inside Information.

Now therefore, the Receiver declares and undertakes in this Letter of Undertaking as follows:

1. Confidential Information

In this Letter of Undertaking, the term "**Confidential Information**" shall include, inter alia, the following interpretation or meaning: Information or any part thereof, regarding the Company's business, its plans, its budget, its trade secrets, its mode of operation, its intellectual property, and data regarding its activities, which reached the Receiver, whether directly or indirectly, whether in writing, orally, or by any other means of information storage, including and without derogating from the generality of the above, scientific, statistical, commercial and/or technical data, details regarding technological capabilities, processes, and any samples, documents, specifications, plans, drawings, tables, business plans, customer lists, data regarding markets and other data (in writing, in computer files, or in any other manner, including orally), formulas, records, diagrams, documents, descriptions, plans, processes, methods, work methods, strategy, specifications, models, prototypes, improvements, studies, sales reports, research, Company policies, the Company's customer list, price lists, discounts, list of suppliers and any other entity in a business relationship with the Company and the terms of its engagement with the Company, commercial ties, economic calculations, financial analyses, economic and accounting analyses, including, without limitation, analyses of business results, costs of activity

and products, Company assets, acquisitions and sales performed or planned by the Company, the operating system of the computers, terminals, and communication devices of the Company and the Company's archives, defects and failures of any kind, any professional information of any kind related directly and/or indirectly to the Company, as well as any matter containing confidential information or which may serve as a source for confidential information, all in connection with a subject related to the Company's business or related thereto in any form, except for any information which we prove was, at the time of its disclosure, or became, not due to a breach of this undertaking or any other undertaking of ours, in the public domain.

2. Undertaking to Maintain Confidentiality

2.1. The Company may provide the Receiver with the necessary Confidential Information, at its sole discretion, for the purpose of providing the Services by the Receiver. Nothing in this undertaking shall oblige the Company to disclose any information, and any disclosure and delivery of information shall be at the Company's absolute discretion.

2.2. It is further clarified, for the avoidance of doubt, that no disclosure by the Company of any information, whether confidential or not, constitutes a representation and/or admission regarding its correctness, reliability, and/or completeness, and the Receiver undertakes to check and verify any information before use is made of it.

2.3. The Receiver undertakes to keep the Confidential Information in absolute confidentiality and not to transfer it to any person or entity, and not to make any use of it, or any part thereof, whether directly or indirectly, in any way, except for the purpose of the Services.

2.4. Without prejudice to the generality of the above, the Receiver undertakes not to publish the Confidential Information and not to transfer it to any third party for any reason, unless the Company's prior written consent has been given.

2.5. The Receiver's undertakings, as stated in this Letter of Undertaking, shall not apply to Confidential Information which the Receiver proves:

2.5.1. Was in its possession before the signing of this Letter of Undertaking;

2.5.2. Is in the public domain or reached the public domain after the signing of this Letter of Undertaking, not due to a breach of any undertaking by the Receiver;

2.5.3. Was lawfully received by it from a third party entitled to hold and transfer it;

2.5.4. Is information that must be disclosed by law or by order of a competent authority;

2.5.5. Was independently developed by the Receiver, without connection to the Confidential Information.

Confidential Information shall not be considered included in the aforementioned exceptions merely because individual components or certain combinations thereof are in the public domain or known to the Receiver.

2.6. The Receiver undertakes to limit the delivery of the Confidential Information only to those of its employees/advisors who will be engaged in providing the Services to the Company, and to the extent that the Confidential Information is essential for their performance. The Receiver undertakes to apply the duty

of confidentiality and the non-use of Inside Information, as stated in this Letter of Undertaking, to all its employees/advisors to whose knowledge such Confidential Information shall come. The Receiver shall take all necessary measures to prevent the disclosure of the Confidential Information or any part thereof to any party not entitled thereto under the terms of this Letter of Undertaking. The Receiver shall be responsible for any breach of the provisions of this Letter of Undertaking by its employees and/or any other person on its behalf.

2.7. The Receiver undertakes not to make any copy and/or duplication and/or reproduction and/or reconstruction in any way of any part of the Confidential Information without receiving prior written approval from the Company. The Receiver further undertakes to return to the Company immediately upon the conclusion of the provision/receipt of the Services by it or immediately upon the Company's first demand, whichever is earlier, any document, specification, drawing, table, sample, plan, and any other recorded data that reached it, whether directly or indirectly, as well as all records, reports, and other recorded data created by it or accumulated by it in connection with the provision of the Services.

2.8. To the extent that the transferred Confidential Information includes, directly or indirectly, Personal Information as defined below, including personal information of the Company's employees, customers, and service providers, the Receiver undertakes to substantially comply with all provisions of the law applicable to privacy protection, data security, and processing of personal information.

Without derogating from the generality of the foregoing, the Receiver undertakes to implement, during the term of this agreement and as long as it processes, holds, collects, or uses Personal Information, data security mechanisms that meet reasonable standards at the relevant time and which do not fall below the requirements of the law regarding privacy protection and the reasonable requirements accepted in the field.

"**Personal Information**" – data about an individual that amounts to "Personal Information" as defined in the Protection of Privacy Law, 5741-1981, and any other data about an identified or identifiable person, including information that identifies a person or can be used to identify, locate, or contact a person. Personal Information includes both information that identifies a person directly, such as name, ID number, or unique title, and information that identifies a person indirectly, such as date of birth, mobile phone number, and information that may teach about a specific person even if their identity is not directly identifiable easily, such as an IP address, statistical data about use of a website or software; all including encrypted information, unless the encryption key is not held by the processor.

2.9. The Receiver's undertaking to maintain confidentiality and non-use of the Confidential Information included in this agreement is not limited in time.

3. <u>Refraining from Making Use of Inside Information</u>

Without derogating from the Receiver's undertakings under this Letter of Undertaking, the Receiver undertakes that should the Confidential Information constitute Inside Information, as defined in the Securities Law, 5728-1968

(hereinafter: the "Securities Law"), the Receiver shall not make any use of the Confidential Information that may constitute use of Inside Information as defined in the Securities Law.

4. License and Future Agreements

4.1. The Receiver declares that the Confidential Information is the exclusive property of the Company and is brought to its knowledge solely for the purpose of providing the Services.

4.2. The Receiver hereby declares and confirms that it is aware that the delivery of the Confidential Information to it, by the Company or anyone on its behalf, does not constitute the granting of a license or any other right in connection with the Confidential Information, and it undertakes not to treat the Confidential Information as an owner.

5. Compensation for Breach of the Receiver's Undertakings

The Receiver undertakes that it is aware that negligence by it or by its employees and/or anyone on its behalf in safeguarding any Confidential Information and/or performing an act on its part that may endanger the security of the Confidential Information and/or delivering the information or any part thereof to any third party, may cause the Company severe damages. The Receiver hereby declares and confirms that it is aware that in the event it breaches its aforementioned undertakings or any part thereof, it shall be liable to compensate the Company for all damages and/or expenses caused to it, whether directly or indirectly, as a result of the breach of its aforementioned undertakings, without derogating from all other remedies and reliefs available to the Company under any law due to the breach of its undertakings as aforesaid.

6. Non-Waiver

No conduct by the Company shall be considered a waiver of any of its rights under this Letter of Undertaking, or under any law, or as a waiver or consent on its part to a breach or non-fulfillment of the Receiver's undertakings under this Letter of Undertaking, or to a change of any condition of this Letter of Undertaking.

The Receiver agrees in advance that the Company shall be entitled to any legal remedy against it in the event of a breach or suspected breach of this Letter of Undertaking, including an injunction and an order to collect the Confidential Information in the Receiver's possession, and undertakes not to object to the granting of such orders.

7. Governing Law and Local Jurisdiction

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 exclusive jurisdiction.

8. Validity of the Undertaking and Miscellaneous

8.1. The Receiver undertakes that upon the termination of the engagement with the Company, for any reason, or immediately upon its first demand, at any time, to return to it any information and/or any material and/or any document as specified above, which is in the Receiver's possession and/or under its control and/or under the control of any other person on its behalf, whether produced by the Company and/or a party on its behalf and/or an entity related to it, or whether produced and/or edited and/or prepared by

the Receiver, and to delete any copy that may have been created in the Receiver's systems or by anyone on its behalf.

8.2. The Receiver's undertakings under this document shall continue to bind it notwithstanding any change in ownership, management, or control of the Company, change in organizational structure, change of name, change in fields of activity, and/or any other change in the Company.

8.3. The Receiver undertakes to notify the Company immediately and without delay of any person and/or entity to whom the information was given and/or disclosed and/or reached their hands in violation of the provisions of this Letter of Undertaking.

I hereby declare that I have read this document carefully in all its parts, understood its content, and I undertake to fulfill all its provisions without time limit.

Name of Bidder/Receiver	**Signature**

ANNEX A3 - DECLARATION, WARRANTY AND UNDERTAKING

TENDER No. INGL/TENDER/2026/18

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

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

We the undersigned, _____

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

1. We execute this document as part of the materials comprising the Bid for the Tender. Our Bid shall remain valid and in full force and effect for the time period set forth in the Tender.
2. We have received and diligently reviewed all of the Tender Documents, including the Agreement and all annexes and attachments thereto and consent to all of the terms and conditions set forth therein. We have understood the contents of the Tender Documents in their entirety, and submit our Bid in accordance with the terms and provisions contained therein. We further declare that we agree to all of the provisions in the Tender Documents, are not operating under any misunderstandings concerning all that is set forth in our Bid and/or any of the Tender Documents, and undertake to be bound by all the normative provisions contained therein.
3. We represent and warrant that we have no claims with regard to misunderstandings, confusion or conflict of provisions with regard to any of the provisions of the Tender Documents and/or with regard to the evaluation criteria and procedures for choosing the 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 A4 - LEGAL OPINION – Power Of Attorney

TENDER No. INGL/TENDER/2026/18

To Israel Natural Gas Lines Company Ltd.

Atidim Tower, floor 32

Tel-Aviv, Israel

In accordance with the requirements of Tender no. **INGL/TENDER/2026/18**, I, the undersigned, Advocate _____ License No. _____ of _____, hereby affirm that the signatures of _____ [name of Bidder] on the Declaration, Warranty and Undertaking, the power of Attorney for the Authorized Representative and on any other of the documents signed by the Bidder, as submitted with the Bid, have been executed according to all applicable laws and regulations and according to the incorporation documents of the Bidder and are binding on the Bidder, and that there is no need for any further legal proceeding in order to give legal force to any of the undertakings made by them.

_____ _____

Signature Date

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

TENDER No. INGL/TENDER/2026/18

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/2026/18** (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	Bidder's Stamp
of authorized signatories	

ANNEX A6 - NO CONFLICT OF INTERESTS, NO PERSONAL AFFINITY AND ETHICAL CODE COMPLIANCE DECLERATION AND UNDERTAKING

To:

Israel Natural Gas Lines Ltd. (the "**Company**")

Atidim Tower, Kiryat Atidim,

Tel-Aviv 6158101, Israel

All following terms in this deceleration 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/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 A7(1) -THRESHOLD REQUIREMENTS – BIDDER'S PROFESSIONAL EXPERIENCE LIST

TENDER No. INGL/TENDER/2026/18

(*Please fill and sign as required below*)

		Project 1	**Project 2**	**Project 3**
	Name of End User			
	End User is a Natural Gas Transmission System Operator or Natural Gas Producer?	System Operator / Natural Gas Producer	System Operator / Natural Gas Producer	System Operator / Natural Gas Producer
	The services provided in the Project (overall review of design and construction support services)	Yes / No	Yes / No	Yes / No
	Who provided the Services? (Bidder/Affiliate/Acquired corporation)	Bidder / Affiliate / Acquired Corporation	Bidder / Affiliate / Acquired Corporation	Bidder / Affiliate / Acquired Corporation
	Project Location and outlines			
	Offshore Project?	Yes / No	Yes / No	Yes / No
	Start Date (as of 1.1.2014)			
	Completion Date			
	If Onshore - Pipeline diameter at least 24”	Onshore _____ ≥ 24”	Onshore _____ ≥ 24”	Onshore _____ ≥ 24”
	If Offshore PipelinFe diameter at least 18”	Offshore _____ ≥ 18”	Offshore _____ ≥ 18”	Offshore _____ ≥ 18”
	Successive length of pipeline (in KM)	_____ KM	_____ KM	_____ KM

- **The information shall refer at least to the quantity of projects requested in the Threshold Requirement as a minimum**.

The Bidder holds at least fifteen (15) years' experience in providing engineering, design, supervision, and consultancy services in the design, construction, and operation of high-pressure Natural Gas transmission systems and/or low-pressure (16 bars or less) Natural Gas distribution systems.	Yes / No	_____ *(Number of Years)*
The Bidder employs at least twenty (20) in-house engineers.	Yes / No	_____ *(Number of Engineers)*

The Bidder is an engineering company, which headquarters are located in a current High-Income OECD Country.	Yes / No	_____ *(Please fill Name of the Country)*

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

TENDER No. INGL/TENDER/2026/18

(*Please fill and sign as required below*)

	Project 1	Project 2	Project 3	Project 4	Project 5
Name of End User					
Project Location and outlines					
Outlines of the Services provided by the Bidder/Affiliate/Acquired corporation					
Start Date (as of 1.1.2008)					
Completion Date (activated and gassed-up)					
Working pressure is more than 40 Bar?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Overall Design Review in accordance with NEN 3650 Dutch code and/or European standards?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Successive length of pipeline (in KM)	_____ KM	_____ KM	_____ KM	_____ KM	_____ KM
Construction support services with Pipeline diameter of 36" or more	_____ ≥ 36"	_____ ≥ 36"	_____ ≥ 36"	_____ ≥ 36"	_____ ≥ 36"
Operation and Maintenance services	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No

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

Offshore Projects Description			
	Project 1	**Project 2**	**Project 3**
Name of End User			
Project Location and outlines			
Outlines of the Services provided by the Bidder/Affiliate/Acquired corporation			
Designed in accordance with DNV F101 code?	Yes / No	Yes / No	Yes / No
Start Date (as of 1.1.2008)			
Completion Date (activated and gassed-up)			
Successive length of pipeline (in KM) at least 10 KM	_____ ≥ 10 KM	_____ ≥ 10 KM	_____ ≥ 10 KM
Pipeline diameter was at least 18"	_____ ≥ 18”	_____ ≥ 18”	_____ ≥ 18”
Project included sub-sea Plem (pipeline & manifold) and structures?	Yes / No	Yes / No	Yes / No

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(1) – THRESHOLD REQUIREMENTS – SENIOR CONSULTANT

TENDER No. INGL/TENDER/2026/18

(*Please fill and sign as required below*)

General Information			
1	Full Name:		Nationality:
2	Years of Experience as Engineer	Total Years: _____≥ 15	Start year: _____
Qualifications (*detailed Certificates attached*)			
3	☐ Mechanical Engineer ☐ Civil Engineer ☐ Process Engineer	Field: _____ Certification from: _____	
Professional Experience			
4	☐ I hereby confirm that I hold at least 15 years of accumulated work experience in design and design review and approval of high-pressure (at least 40 bar) Natural Gas transmission systems projects, which included pipelines, stations and PRMSs and which were constructed in accordance with European standards and/or NEN 3650 Dutch code. **Detailed CV be attached.**		
5	Fluent in the English language Yes / No	☐ Bidder/Affiliate/Acquired corporation's employee. ☐ Freelance	

Senior Consultant Confirmation	Signature	Date

Bidder's Confirmation

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

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

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

ANNEX A8(2) – EVALUATION REQUIREMENTS – SENIOR CONSULTANT

TENDER No. INGL/TENDER/2026/18

(*Please fill and sign as required below*)

		Project 1	Project 2	Project 3	Project 4	Project 5
Senior Consultant Name: _____	**Name of Client**					
	Project Location and Outlines of the Services provided					
	Overall Design Approval and Construction Support Services	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Start Date (as of 1.1.2008)					
	Completion Date (activated and gassed-up)					
	Working pressure is more than 40 Bar?	_____≥ 40 Bar	_____≥ 40 Bar	_____≥ 40 Bar	_____≥ 40 Bar	_____≥ 40 Bar
	Pipeline Constructed in accordance with European standards or NEN 3650 Dutch code?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Pipeline diameter of at least 24”	_____ ≥ 24”	_____ ≥ 24”	_____ ≥ 24”	_____ ≥ 24”	_____ ≥ 24”
	Successive length of pipeline (in KM)	_____ KM	_____ KM	_____ KM	_____ KM	_____ KM
	Pipeline diameter was 36" or more	_____≥ 36”	_____≥ 36”	_____≥ 36”	_____≥ 36”	_____≥ 36”

- The information shall refer to all the projects Bidder would like to be valued and **up to 8 Projects** (this form can be copied).

Senior Consultant Confirmation	Signature	Date

Bidder's Confirmation

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

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

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

ANNEX A9(1) - THRESHOLD REQUIREMENTS – CONSTRUCTION ADVISOR

TENDER No. INGL/TENDER/2026/18

(*Please fill and sign as required below*)

General Information			
1	Full Name:		Nationality:
2	Years of Experience as Engineer	Total Years: _____≥ 12	Start year: _____
Qualifications (*detailed Certificates attached*)			
3	☐ Mechanical Engineer ☐ Civil Engineer ☐ Process Engineer	Field: _____ Certification from: _____	
Professional Experience			
4	☐ I hereby confirm that I hold at least 12 years of accumulated professional experience in providing overall construction support services in the construction of high-pressure (at least 40 bar) Natural Gas transmission systems projects, which were designed in accordance with European standards and/or NEN 3650 Dutch code. **Detailed CV be attached**		
5	Fluent in the English language Yes / No	☐ Bidder/Affiliate/Acquired corporation's employee ☐ Freelance	

Construction Advisor Confirmation	Signature	Date

Bidder's Confirmation

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

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

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

ANNEX A9(2) - EVALUATION REQUIREMENTS - CONSTRUCTION ADVISOR

TENDER No. INGL/TENDER/2026/18

(*Please fill and sign as required below*)

		Project 1	Project 2	Project 3	Project 4	Project 5
Construction Advisor name: _____	**Name of Client**					
	Project Location and Outlines of the Services provided					
	Construction Support Services	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Start Date (as of 1.1.2008)					
	Completion Date (activated and gassed-up)					
	Working pressure is more than 40 Bar?	_____≥ 40 Bar	_____≥ 40 Bar	_____≥ 40 Bar	_____≥ 40 Bar	_____≥ 40 Bar
	Pipeline diameter of at least 24”	_____≥ 24”	_____≥ 24”	_____≥ 24”	_____≥ 24”	_____≥ 24”
	Pipeline Constructed in accordance with European standards or NEN 3650 Dutch code?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Successive length of pipeline (in KM)	_____ KM	_____ KM	_____ KM	_____ KM	_____ KM
	Pipeline diameter was 36" or more	_____≥ 36”	_____≥ 36”	_____≥ 36”	_____≥ 36”	_____≥ 36”

- The information shall refer to all the projects Bidder would like to be valued and **up to 8 Projects** (this form can be copied).

Construction Manager Confirmation	Signature	Date

Bidder's Confirmation

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

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

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

ANNEX A10(1) - THRESHOLD REQUIREMENTS – OPERATION AND MAINTANANCE CONSULTANT

TENDER No. INGL/TENDER/2026/18

(*Please fill and sign as required below*)

General Information			
1	Full Name:		Nationality:
2	Years of Experience as Project Manager	Total Years: _____≥ 12	Start year: _____
Qualifications (*detailed Certificates attached*)			
3	☐ Mechanical Engineer ☐ Civil Engineer ☐ Process Engineer	Field: _____ Certification from: _____	
Experience			
4	☐ I hereby confirm that I hold at least 12 years of accumulated professional experience in consulting the operation and maintenance of high-pressure (at least 40 bar) natural gas transmission/distribution systems located in European countries, which were designed in accordance with European standards and/or the NEN 3650 Dutch code. **Detailed CV be attached**.		
5	Fluent in the English language Yes / No	☐ Bidder/Affiliate/Acquired corporation's employee. ☐ Freelance	

Operation and Maintenance Consultant Confirmation	Signature	Date

Bidder's Confirmation

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

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

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

ANNEX A10(2) - EVALUATION REQUIREMENTS - OPERATION AND MAINTANANCE CONSULTANT

TENDER No. INGL/TENDER/2026/18

(*Please fill and sign as required below*)

		System 1	System 2	System 3	System 4	System 5
Operation and Maintenance Consultant name: _____	**Name of Client (TSO)**					
	Project Location and Outlines of the Services provided					
	O&M Consulting Services	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Start Date (as of 1.1.2008)					
	Completion Date (activated and gassed-up)					
	Working pressure is more than 40 Bar?					
	System designed in accordance European standards and/or NEN 3650 Dutch code	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Services included Inline Inspection (Pigging) and/or Hot Tapping activities and/or compressor stations	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No

Examples of Bidder's prior work demonstrating operational procedures/venting procedures/gassing-up procedures for Natural Gas transmission systems – to be attached separately.

- The information shall refer to all the projects Bidder would like to be valued and **up to 8 Project** (this form can be copied).

Operation and Maintenance Consultant Confirmation	Signature	Date

Bidder's Confirmation

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

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

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

ANNEX A11 - BIDDER'S FINANCIAL STRENGTH

TENDER No. INGL/TENDER/2026/18

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 were for the year 2024.

☐ The Bidder does not have audited financial statements for the year 2024. The Bidders **last** audited financial statements were for the year _____.

The Bidder's **last** audited financial statements **do not** include a "Going Concern" notice.

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 A12 - FORM OF COMMERCIAL PROPOSAL

TENDER No. INGL/TENDER/2026/18

(E-MAIL 2)

1. **General**

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

2. **Lump Sum**

   The term lump sum in the Tender Documents includes the full and final compensation for fulfilment of all of the Bidder's obligations under the Contract including all costs and expenses of any nature in respect to all the Services and works to be provided by the Bidder according to the Tender Documents, but not limited to: site visits, supervision and inspection, manpower, approvals, licenses, visa, coordination, Flights, accommodation, per Diem reimbursable, cars, gas & transfers, insurances, overhead costs, etc., down time waiver and all the Bidder's obligations under the Tender documents. The lump sum **shall not include only – the VAT** imposed by the Israeli Law.

3. **Tender Price (in Euro)**

   The Company shall pay the Consultant the following amount according to the relevant Service awarded to the Consultant by the Company on per each Key personnel/Personnel:

Table 1. Key Personnel – Onshore & Offshore

Item	Estimated Quantity (*For tender evaluation Purposes only*)	Unit	Maximum price (*Euro*)	Number of team members	Rate in Euro (*Shall not exceed the Maximum price*)	Total Rate (Unit Rate X Quantity) (*The figures below are for Tender evaluation purposes only*)
Senior Consultant	36	**day**	1,800	1	_____	_____ (**Not to exceed 64,800 Euro**)
	360	hour	180	1	_____	_____ (**Not to exceed 64,800 Euro**)
Construction Advisor	30	**day**	1,800	1	_____	_____ (**Not to exceed 54,000 Euro**)
	300	hour	180	1	_____	_____ (**Not to exceed 54,000 Euro**)
Operation and Maintenance Consultant	75	**day**	1,800	1	_____	_____ (**Not to exceed 135,000 Euro**)
	750	hour	180	1	_____	_____ (**Not to exceed 135,000 Euro**)
Total: (*For Tender evaluation purposes table 1 shall weigh 85% of the Price Score*)						_____ (**Not to exceed 507,600 Euro**)

Table 2. Additional Optional Services – Onshore & Offshore

Item	Estimated Quantity (*For tender evaluation Purposes only*)	Unit	Maximum price (*Euro*)	Number of team members	Rate in Euro (*Shall not exceed the Maximum price*)	Total Rate (Unit Rate X Quantity) (*The figures below are for Tender evaluation purposes only*)
Cathodic Protection Engineer (>10 years) **Pipeline Welding Engineer (>10 years)** **Process Engineer (>10 years)** **Mechanical Engineer (>10 years)**	10	hour	150	1	_____	_____ **(Not to exceed 1,500 Euro)**

Engineering manager (>10 years)	1	**day**	1,800		_____	_____ (**Not to exceed 1,800 Euro**)
Project welding Engineer (>10 years) (representative on the vessel)	1	**day**	1,600		_____	_____ (**Not to exceed 1,600 Euro**)
Senior Consultant, Project Sponsor & Client Interface (>15 years)	10	hour	200		_____	_____ (**Not to exceed 2,000 Euro**)
Pipeline & landfall Lead Engineer (>10 years)	10	hour	150		_____	_____ (**Not to exceed 1,500 Euro**)
Survey & Positioning Consultant (>10 years)	10	hour	130		_____	_____ (**Not to exceed 1,300 Euro**)
Geotechnical Consultant (>10 years)	10	hour	130		_____	_____ (**Not to exceed 1,300 Euro**)
Senior Pipeline Installation Consultant (>10 years)	10	hour	150		_____	_____ (**Not to exceed 1,500 Euro**)
Specialist External Consultant	-	-	-		**Cost + 10%**	**Not for Summary**
<u>Total</u>: (***For Tender evaluation purposes table 2 shall weigh 15% of the Price Score***)						_____ (**Not to exceed 12,500 Euro**)

- Please fill all the required quotes and summarize accordingly. The prices quoted may not exceed the maximum prices above-mentioned.
- All prices quoted are **<u>without Israeli VAT only</u>** <u>(Israeli VAT shall be paid if applicable according to the Law)</u>.
- No additional consideration shall be paid for "overtime" hours, additional Projects etc., subject to the Contract.
- The estimated Number of days/hours as described above are for Tender evaluation purposes only and shall not be constituted, in any way, as an obligation of the Company regarding the quantity of hours/days or the period to be provided to the Company as part of the Services, nor will the Company be obligated to retain such Services from the Bidder at all nor it will limit the Company to significantly increase/decrease the number of hours/days actually retained from the Consultant under the rates above.
- Payment shall be made at the lump sum price (all inclusive) per day/hour, in accordance with the hourly/daily rate basis in the Commercial proposal, regardless of the quantity of tasks/Projects etc., and subject to deductions if any as provided in the Contract.
- For Services provided by Consultant's Personnel in Israel the daily rates include per each Consultant's Personnel at least 12 working hours per day. No extra consideration will be paid even if the actual working hours exceeds 12 hours. For less than 12 hours the daily rate shall be relatively reduced for each hour or any part thereof.
- For Services provided by Consultant's Personnel outside Israel, the rate shall be calculated in accordance with the actual working hours of Consultant's Personnel and the applicable hourly rate.

4. 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.

Bidder:……..

Signature and Stamp …… **Date:……**