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נתיבי הגז הטבעי לישראל ISRAEL NATURAL GAS LINES		the Ma	anufac ressur	eture a e Natu	iblic Ter nd Supp ral Gas DER/2019	ly of Hi Pipes	
Company Representative	: D. Carmeli						
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Document A - Invitation to Submit Bids

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1. Introduction

- 1.1. The Israel Natural Gas Lines Ltd, a governmental company fully owned by the State of Israel, hereby invites manufacturers of steel pipes who fully comply with the threshold requirements set forth below, to submit Bids in order to be qualified as one of its Approved Suppliers, from which the Company may, at its sole discretion and in accordance to its needs, order the manufacture and supply of steel Pipes during the Qualification Period.
- 1.2. The Bidders are also invited within this Tender procedure to offer Quotations for the manufacture and supply of steel Pipes for the following:

Batch no.	Size (Inch)	Estimated Length (km) (See Bill of Quantities in Annex A20 for specific length)	Estimated Purchase Order Time
1	36"	20 Km (PE & PP)	Q/2 - 2019
2	36"	12 Km (PE)	Q/2 - 2019
3	48"	Casing pipes - 1 km	Q/2 - 2019
4	24"	5.5 Km (PE, PP)	Q/3-4 - 2019
5	18"	8.5 Km (PE, PP)	Q/3-4 - 2019

The Quotation of a Bidder who will be qualified as an Approved Supplier in the relevant Pipe Category shall be considered for the award of any of the Batches 1 to 5, in accordance with this Tender procedure as described below.

1.3. The execution of the Purchase Orders, including the quantity and Time Schedule of any or all of the Batches described above and any future Request For Quotations, is subject to the approval of the Board of Directors of the Company, including budgetary approval of the relevant authorities and the client. The Bidders (including the Successful Bidder/s) shall have no claim regarding the above.

1.4. Pipe Categories for Qualification

1.4.1. Bids may be submitted for the manufacture and supply of steel Pipes of one or more of the following categories:



Pipe Category	Туре	Pipe's diameter	Welding type (See Section 1.4.2 below)
A	Onshore	30" or higher	Spiral / Longitudina
В	Onshore	18" and up to 30" (the latter is not included)	Spiral / Longitudinal / HFW / HFI / ERW
С	Onshore	10" and up to 18" (the latter is not included)	HFW / HFI / ERW
D	Offshore	All diameters	Longitudinal / HFW / HFI / ERW

1.4.2. Pipes' Welding Types

The Pipes' welding types listed in the Pipe Categories above support the **current** Company's specifications for Pipes' manufacturing. The Company may update and allow additional welding types for each of the Pipe Categories, in accordance to its sole discretion.

Where the Company's specification and/or needs enable several welding types for the relevant Pipe Category, the Company may in its sole discretion decide on the welding type or types to be ordered.

1.4.3. Onshore Pipes smaller than 10" diameter

The Company may approach the Approved Suppliers (all or any in accordance to relevance and this Tender), in request to submit Quotations for smaller diameter pipes not included in the Pipe Categories listed in the table in clause 1.4.1 above and without derogating from any of the Company's rights.

1.4.4. Automatic provisional qualification for smaller diameter Pipe Categories

An Approved Supplier for a certain Pipe Category shall be automatically qualified as an Approved Supplier for all the following Pipe Categories of **smaller Pipe diameters** as listed in the table in clause 1.4.1 above (excluding for Category D - Offshore) regardless of the Minimal Aggregate Pipe Length as described in the Threshold Requirement in Clause 11.4.3 and provided that such Bidder declared in its Bid (**Annexes A8 – A10**) its capability in production of such smaller diameters of pipes. As a condition



to awarding such an Approved Supplier with a Purchase Order such Approved Supplier shall have to prove, to the Company's full satisfaction, its actual positive experience in the production of such smaller diameter Pipes.

1.4.5. Casing Pipes

An Approved Supplier shall automatically be qualified as an Approved Supplier of Casing pipes of the same Category or Categories it had been qualified by the Company.

Clause 1.4.4 above shall also apply for automatic selection by the Company as an Approved Supplier for smaller diameter Casing Pipe Categories.

1.5. Raw Materials (Coils & steel plates)

- 1.5.1. The Approved Suppliers must purchase the raw materials (coils and steel plates) that shall be used to manufacture the Pipes from either one or more of the Approved Steel Manufacturers which are listed in **Annex A4** of the Contract and as may be amended from time to time by the Company, at its sole discretion, by adding or omitting Approved Steel Manufacturers.
- 1.5.2. For the purpose of manufacturing the Casing Pipes only, the Company may allow in its sole discretion the Approved Suppliers, to purchase the raw materials from a steel manufacturer which is not included in the Approved Steel Manufacturer listed in **Annex A3** of the Contract.

1.6. Certified 3rd Party Inspection Agency (Notified Body)

The Approved Suppliers shall hire, at their own expense, an independent third party inspection agency (accredited Notified Body), which shall have to be approved in advance by the Company, for the inspection and assessment of the conformity of the Pipes during all the manufacturing process, as provided for in **Annex A4** of the Contract.

During the Qualification Period the Company may add additional Notified Bodies or to omit such from **Annex A4** of the Contract, at its sole discretion.



2. Definitions

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

- 2.1. Approved Steel Manufacturers the manufacturers which are listed in AnnexA3 of the Contract as may be amended from time to time by the Company.
- 2.2. Approved Suppliers / List of Approved Suppliers Any and all Bidders that shall be declared by the Company in accordance with clause 19 below in the relevant Category; and any additional supplier that shall be declared by the Company in the future as an Approved Supplier in accordance with its prerogatives under this Tender and under the Laws.
- 2.3. **Batches** as defined in clause 1.2 above.
- 2.4. **Bid** A proposal submitted by a Bidder, comprised of Envelopes 1 and 2, including with regard to the Quotation submitted in Envelope 3 if applicable, according to Clause 13.1 below.
- 2.5. Bidder A manufacturer of pipes which is a single legal entity who submitted aBid according to the terms and conditions of this Tender.
- 2.6. Category or Pipe Category The Pipe categories detailed in Clause 1.4 above.
- 2.7. **Company** The Israel Natural Gas Lines Ltd.
- 2.8. **Contract** The document of the Contract for the manufacture and supply of Pipes attached hereto as **Document B** and all annexes thereto that will be signed between the Company and each of the Approved Suppliers. The Contract shall apply and obligate any future Purchase Order issued by the Company from time to time to the Approved Supplier.
- 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.
- 2.10. **Laws** all laws and regulations of the State of Israel.
- 2.11. **OECD Country** the country/countries detailed in **Annex A2** hereto, according to the World Bank.



- 2.12. **Pipes** High Pressure Natural gas transmission steel pipes and/or Casing Pipes and/or any ancillary items to be manufactured and supplied to the Company in accordance with the Contract and the technical Tender Documents.
- 2.13. Purchase Order Means printed order issued by the Company by SAP or any other method used by the Company to an Approved Supplier for the specific purchase of Pipes which shall be subject to the Contract and will be accompanied by a detailed letter of quantities, technical comments and emphases.
- 2.14. **Quality Score** The grade granted to the Bid following the quality evaluation process in Clause 18.2 below.
- 2.15. **Qualification Period** The period of time in which the List of Approved Suppliers shall be valid in accordance with clause 5 below.
- 2.16. **Quotation** A price proposal submitted by a Bidder, comprised of Envelope 3, according to Clause 13.4 below.
- 2.17. **System** The Israeli national high pressure natural gas transmission system constructed and operated by the Company.
- 2.18. **Technical Volumes** The documents attached as annexes to the Contract hereto, including all technical specifications and supplements that shall be incorporated thereto with regard to any future orders for the manufacture and supply of Pipes.
- 2.19. **Tender** This qualification and quotation process.
- 2.20. **Tender Documents** This document and all of its annexes, in accordance with which the Bidder is required to submit its Bid and Quotations.
- 2.21. In the Tender Documents, unless the context requires otherwise:
 - 2.21.1. Headings are for convenience only and do not affect interpretation;
 - 2.21.2. Words in the singular include the plural and vice versa;
 - 2.21.3. A reference to "includes" or "including" means "includes, without limitation" or "including, without limitation", respectively;
 - 2.21.4. A reference to a right or determination, to be made or act, decide or not, by the Company, means, the sole and absolute discretion of the Company.



3. General Information

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

- 3.1.1. The Company is a governmental company fully owned by the State of Israel. Under its authorities according to Israeli law and government resolutions, the Company is in charge of the construction and development of the System.
- 3.1.2. The Company is also in charge of the operation of the System, including the transmission of natural gas from natural gas suppliers to consumers.
- 3.1.3. As of June 2018, part of the Company bonds are traded in the Israeli Stock Exchange.
- 3.1.4. The Company's development plan for the coming years includes, inter alia, the construction of new pipeline sections of the System, the doubling of existing sections (including block valve stations and PRMSs) and connecting the System to governmental and private power plants, industrial zones, plants and privately owned low-pressure natural gas distribution systems.
- 3.1.5. The construction and operation of the System are under the regulation and supervision of the Israeli Natural Gas Authority ("NGA") that has the right to inspect and overlook all aspects of the System at all times, and the Bidder undertakes to comply with its instructions.

3.2. The System

- 3.2.1. The System constructed and operated by the Company includes, inter-alia, onshore and offshore 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 660 km of high pressure (80 bars) natural gas pipeline of various diameters between 10" to 36", 2 receiving terminals, 83 block valve stations, approximately 46 PRMSs, portable PRMS and a LNG buoy.



- 3.2.3. In addition, currently under construction or about to begin construction are approximately 100 km of 36" high pressure natural gas pipeline, two receiving terminals, 12 block valves stations and 5 PRMSs.
- 3.2.4. The Company shall continue to develop the System over coming years in accordance with market demands and subject to regulatory approval granted from time to time.
- 3.2.5. More about the Company can be viewed at its website: www.ingl.co.il.

4. The Qualification Process of this Tender

- 4.1. In order to be qualified as an Approved Supplier, Bidders should successfully pass the evaluation process, consisting of two stages, as follows:
 - 4.1.1. **1st Stage Threshold Requirements** the Threshold Requirements for entering the List of Approved Suppliers are set forth in Clause 11 below. A Bidder that falls short of meeting any of the Threshold Requirements shall be disqualified and shall not progress to the next stages of the Tender.
 - 4.1.2. **2nd Stage Quality Evaluation** Bidders that comply with the Threshold Requirements shall be further evaluated by the Company in accordance with the Quality Evaluation Criteria set forth in Clause 18.2 below.
 - In order to successfully pass this stage, Bidders are required to receive the Minimum Score, as provided for in Clause 18.3 below. A Bidder that falls short of meeting Minimum Score will be disqualified and shall not progress to the next stage of the Tender.
 - 4.1.3. All Bidders that comply with the Threshold Requirements and receive the Minimum Score will be announced by the Company as Approved Suppliers in accordance to clause 19 below and shall comprise the Company's List of Approved Suppliers for the Qualification Period.
- 4.2. 3rd Stage Quotation (Price Evaluation) With respect to those Bidders that successfully passed the first and second stages and had been declared as an Approved Suppliers in accordance to clause 19 below the Company will open Envelope 3 submitted with the Bids and rate the Quotations in accordance with Clause 20 below.



5. The List of Approved Suppliers

- 5.1. The List of Approved Suppliers as determined in accordance to this Tender shall be valid for 5 years commencing on the date the Company's notification to the Approved Suppliers in accordance with clause 19.2 below. The Company may extend the Qualification Period of any or all of the Lists of Approved Supplier for additional period of 2 years, according to its sole discretion and subject to the Laws.
- 5.2. During the Qualification Period, the Company may approach from time to time to any or all of the Approved Suppliers in the relevant List of Approved Supplier and invite them by way of Request for Quotation or by any other method to be determined by the Company, to submit quotations for the manufacture and supply of Pipes of the relevant Category (hereinafter: "**RFQ**").
- 5.3. It is hereby clarified that the Company may decide in any RFQ to approach only part of the Approved Suppliers, taking into consideration *inter alia* the capabilities of the Approved Suppliers, the scope of prior or current Purchase Orders, the time schedule for delivery, the Quality Score granted to them in this Tender process and any other relevant considerations.
- 5.4. As part of any such future RFQs to be held among any or all of the Approved Suppliers for manufacture and supply of Pipes, the Company may amend its requirements in this Tender (including by adding or omitting requirements) and *inter alia* shall have the following prerogatives:
 - 5.4.1. Add additional conditions and/or requirements, including *inter alia* restrictions on the maximum prices that may be quoted by the Approved Suppliers;
 - 5.4.2. Update and/or add Threshold Requirements;
 - 5.4.3. Update and/or add (including by relieving or omitting) requirements regarding professional experience;
 - 5.4.4. Update and/or add additional criteria regarding quality evaluation (criteria and/or their relative weights).
 - 5.4.5. The evaluation process to be conducted: (a) solely on the basis of the prices to be quoted by the Approved Suppliers; or (b) in accordance with the prices



to be quoted by the Approved Suppliers and the Quality Score of the Bids under the evaluation process set herein; or (c) in accordance with any other evaluation procedure the Company shall decide upon and based on any data it shall deem relevant.

- 5.4.6. Update the Quality Score of the Approved Suppliers, based upon updated information and documents to be provided by the Approved Suppliers or its up to date experience with the Approved Suppliers.
- 5.5. Should the Company decide to order the manufacture and supply of Pipes from an Approved Supplier with whom it has no prior experience, or which had suffered material failure/s during past manufacturing of Pipes, it may set additional conditions to such Purchase Order or additional orders, as applicable (such as without limitation, limiting the scope of the order or conditioning it with the participation of the Approved Supplier in special inspection and/or supervision costs) in order to verify that all aspects of the manufacture and supply comply with its standards and requirements.
- 5.6. The Company is not obligated to issue RFQ procedures amongst the Approved Suppliers for any of its future orders and it may order the manufacture and supply of Pipes from any entity it sees fit, whether included in its List of Approved Suppliers or not, or by way of a new tender, even within the Qualification Period.
- 5.7. Should an Approved Supplier cease to comply with any of the Threshold Requirements at any time during the Qualification Period or should an Approved Supplier not comply with any of its obligations towards the Company to the full satisfaction of the Company, the Company may remove it from the List of Approved Suppliers for any or all Categories.
- 5.8. The Company may instruct any or all Approved Suppliers at any time during the Qualification Period, to submit additional and/or updated information, documents or declarations (such as updated financial statements, renewed declarations regarding conflict of interest, compliance with the ethical code, certificates, etc.).
- 5.9. The Company may at any time during the Qualification Period add to the List of Approved Suppliers additional suppliers that shall comply with the Company's requirements in accordance with this Tender. In this scope, the Company may



consider the advantages of local manufacturing of Pipes and may amend and/or update the requirements and shall have *inter alia* any and all the prerogatives listed in Clause 5.4 above. At this stage the Company is not aware of any potential local manufacturer that meets the Company's requirements.

6. Time Schedule for the Tender Process

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	February 19, 2019
b	Pre-ruling regarding Tender Bond (voluntary)	February 19, 2019
С	Deadline for submission of Bids (including Quotations) ("Last Submission Deadline")	Bids shall be submitted starting on March 6, 2019 between 09:00 to 17:00 until March 13, 2019 at 17:00, (Israel time)
d	Tender Bond valid until	January 31, 2020.

7. Submission Deadline & Place

- 7.1. The Bids shall be submitted, **by hand delivery only** (including by a messenger), **no later than the Last Submission Deadline**, as defined in the table in clause 6 above, to the Tender's box designated for this purpose, located at the Company offices: Atidim Tower (Building No. 8), 2184 St., Floor 32, Kiryat Atidim, Tel Aviv, Israel (Contracts & Procurement Department).
- 7.2. The Tender Committee may decide from time to time to postpone for any reason whatsoever any of the dates listed in the table above including the Last Submission Deadline. The Bidders are encouraged to follow the Company's notifications in the Company's Website.



8. Contact Details and Availability of Documents

- 8.1. This Tender and the Contract (not including technical volumes thereto) are available for viewing only (water marked version **not for Bids submission purposes**), online, free of charge, on the Company's Website www.ingl.co.il.
 - The full Tender Documents to be used for submission of Bids and Quotations, including the Technical Volumes, shall be available for collection in the Company offices at the address in Clause 7.1 above, after and upon registration with the Contracts Manager (Mr. Yoav Klemperer; e-mail: c-tender@ingl.co.il), provided that such Bidders presented a valid API 5L certificate.
- 8.2. Prior to and as a precondition to receiving the complete Tender Documents, Bidders shall have to 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 A1.
- 8.3. Bidders that have provided their contact details as provided for in clause 8.2 above and the required API 5L certificate referred in Clause 8.1 above shall be able to collect the hard copies and digital copies (CD) of the full Tender Documents and shall receive updates, clarifications and amendments regarding the Tender.
- 8.4. Until the Last Submission Deadline Bidders are required and recommended to enter the Tender portal at the Company's Website (www.ingl.co.il) (under "Tenders/Publication" tab) on a daily basis and check for updates and information published by the Company.

9. Bidders' Requests for Clarifications

- 9.1. Bidders are entitled to contact the Company in writing, and submit a request for clarifications regarding the Tender. Such requests shall be directed to the Tender Coordinator via email: c-tender@ingl.co.il no later than the date specified in Clause 6(a) above.
- 9.2. The Company shall be entitled, at its sole discretion, to reply or not to reply to requests for clarifications. The Company's responses to the requests shall be furnished by written addendum to all registered Bidders, without disclosing the identity of the Bidder who submitted the request. No Company response shall be



binding unless it is issued by written addenda as part of the Tender process and sent to the Bidders and/or published in the Tender portal at the Company's Website.

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

10. Preparation of Bids

- 10.1. Bidders are required to prepare their Bids and Quotations in full conformity with this Tender ("Compliant Bid").
- 10.2. Bidders shall complete their Compliant Bids in an accurate and detailed manner, disclosing all the information requested, as well as any additional information required to clarify, substantiate and support the Bid.
- 10.3. Bidders may not deviate in their Bids and Quotations from the instructions of the Tender, unless prior permission has been specifically granted in writing by the Company in accordance to clause 9 above. The Company may disqualify any Bid containing any such Deviation/s or demand that the Bidder amend its Bid, as set out below.

11. Threshold Requirements

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

11.1. The Bidder is a manufacturer of high pressure natural gas transmission steel pipes.

11.2. Bidder's Structure

The Bidder must be an entity duly organized and validly existing under the laws of the jurisdiction in which it was organized.

The Bidder itself must comply with the Threshold Requirements, unless explicitly stated otherwise in the Tender. The Bidder shall be one legal entity and shall not be either a Joint Venture or Consortium or an unregistered partnership.



11.3. Qualifications and Capabilities

- 11.3.1. The Bidder holds as of January 1, 2012, a valid API 5L certificate, indicating its capability to manufacture Level PSL2 pipes.
- 11.3.2. The Bidder is in full compliance with the NEN3650 Dutch standard, and with all of the requirements and specifications set forth in the technical Tender Documents.
- 11.3.3. The Bidder has in place a management system that is certified as ISO 9001 compliant or an applied management system that meets the ISO 9001 certification requirements.
- 11.3.4. The Bidder operates an in-house coating facility for the pipes manufactured, which is located at the Bidder's mill premises, capable of coating 3 Layers, PE (polyethylene) material having wall thickness of at least 4.5 mm and 3 Layers PP (polypropylene) material having wall thickness of at least 6 mm.
- 11.3.5. The Bidder operates an in-house laboratory that includes test equipment for the pipes manufactured, located at the Bidder's mill premises.
- 11.3.6. For the purposes of compliance with any of the requirements set forth in this clauses 11.3 above, a Bidder may rely upon the qualifications and capabilities of a subsidiary company in which the Bidder holds, directly or indirectly, more than 50% of the voting power or the power to appoint more than 50% of the directors in such subsidiary.

11.4. Professional Experience

The Bidder manufactured and supplied, during the period as of January 1, 2010 until the Last Submission Deadline, steel pipes meeting all the following criteria:

- 11.4.1. The pipes were designed for high pressure Natural gas transmission (at least 70 bar).
- 11.4.2. The pipes were manufactured according to at least one of the following standards: NEN or API 5L or ISO 3183 (at least level PSL 2);



11.4.3. Regarding **each Pipe Category** for which the Bid is submitted –

All the following criteria shall be met: the Welding Types **and** the Minimal Material Grade **and** the Minimal Cumulative Pipe Length and Diameters, as specified in the table below:

Pipe Category	Minimal Material Grade	Welding Types	Minimal Aggregate Pipe Length and Diameters
A 30" or higher Onshore	minimum X60 for 30" minimum X65 for 36"	Spiral or Longitudinal	Aggregate length of at least 150 km of pipes for natural gas transmission of 30" or above diameter, out of which at least 100 km of 36" or above diameter.
B 18" and up to 30" (the latter not included) Onshore	Minimum X52	Spiral or Longitudinal or HFW or HFI or ERW	Aggregate length of at least 100 km of pipes for natural gas transmission of 18" diameter or above but less then 30".
C 10" and up to 18" (the latter not included) Onshore	Minimum X52	HFW or HFI or ERW	Aggregate length of 50 km of pipes for natural gas transmission, of 10" diameter or above but less than 18" .
D Offshore All diameters	Minimum X52	Longitudinal or HFW or HFI or ERW	Aggregate length of 20 km of pipes for natural gas transmission of no less than 20" diameter.

- 11.4.4. The manufacture of the pipes by the Bidder is in accordance to **one or more** of the following provisions:
 - 11.4.4.1. At the Bidder's plant located at a current **OECD Country**, or;
 - 11.4.4.2. The pipes were supplied (directly or indirectly) for the use in a natural gas transmission system or project, located in current **High Income OECD** Country.
- 11.4.5. For the purposes of compliance with any of the requirements set forth in this clauses 11.4 above, a Bidder may rely upon the professional experience of a subsidiary company in which the Bidder holds, directly or indirectly, more than 50% of the voting power or the power to appoint more than 50% of the directors in such subsidiary.



11.5. Financial Requirements

- 11.5.1. The Bidder's <u>last</u> audited financial statements does not include a "Going Concern" notice.
- 11.5.2. The "Weighted Average" annual turnover of the Bidder was not less than the amount listed in the table in clause 11.5.4 below (for the relevant Category) for 3 years of either: (a) the years 2015 2017, or (b) 2016 2018, according to the <u>last</u> audited financial statement of the Bidder (2017 or 2018, respectively).
- 11.5.3. The Bidder's equity for the end of last audited year (2017 or 2018), based on the Bidder's <u>last</u> audited financial statements, was not less than the amount listed in the table in clause 11.5.4 below (for the relevant Pipe Category).
- 11.5.4. The Bidder's "Weighted Average" yearly cash flow from operating activities for 3 years of the years 2015 2017, or 2016 2018, according to the <u>last</u> audited financial statement of the Bidder (2017 or 2018, respectively), was positive or, if negative, less than 20% of its equity for the end of 2017 or 2018, as applicable.

Pipe Category (As specified in clause 1.4 above)	Minimal "Weighted Average" Annual Turnover for 3 years of the years 2015 – 2017 or 2016 – 2018 ^(*)	Minimal Equity for the end of 2017 or 2018 ^(*)
A (30" or higher - Onshore)	€ 40,000,000	€ 10,000,000
B (18" and lower than 30")	€ 20,000,000	€ 10,000,000
C (10" and lower than 18")	€ 5,000,000	€ 3,000,000
D (Offshore - all diameters)	€ 20,000,000	€ 10,000,000

- (*) The 3 years period applicable according to the <u>last</u> audited financial statement (2017 or 2018, respectively).
- 11.5.5. For the purpose of Clauses 11.5.2 & 11.5.4 above, the "Weighted Average" shall be calculated as follows:



If audited financial report exist for the year 2017:

$$(2015*30 + 2016*30 + 2017*40) / 100$$

If audited financial report exist for the year 2018:

$$(2016*30 + 2017*30 + 2018*40) / 100$$

11.5.6. Parent Company Reliance

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

In such case, the Parent Company shall be subject jointly and severally to all obligations of its subsidiary pursuant to this Tender and must execute and submit the following documents within the Bidder's Bid:

- 11.5.6.1. The Declaration, Warranty and Undertaking attached as **Annex** A3;
- 11.5.6.2. the Parent Company Guarantee attached hereto as **Annex A4**;
- 11.5.6.3. the Signatory Rights confirmation on behalf of the Parent Company in the form set forth in **Annex A5**.

11.6. General Requirements

- 11.6.1. 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.
- 11.6.2. If the Bidder is an Israeli Bidder or an Israeli Resident (as defined in the Income Tax Act), it shall hold and submit all the approvals required pursuant to the Law of Transactions of Public Entities, 1976 and a duly executed affidavit in the form attached as **Annex A14**.

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



12. Tender Quotation Bond

If the Bidder wishes to submit a Quotation for any/all of the Batches the Bidder shall submit with its Quotation in Envelope 3 one original Tender Bond in accordance to the following instructions ("**Tender Bond**").

- 12.1. The Tender Bond shall be an autonomous, irrevocable, unconditional and on demand guarantee, issued by one of the following:
 - 12.1.1. a commercial Israeli bank or Israeli financial institution rated with an AA local rating (or an equivalent rating); or,
 - 12.1.2. a foreign bank or a foreign insurance company, in a country having diplomatic relations with Israel, and rated with a BBB- (minus) rating by a reputable international rating agency;
- 12.2. The Tender Bond shall be in the amount of 50,000 Euro or 200,000 NIS and shall be valid until the date determined in the table in clause 6(d) above.

12.3. **Tender Bond – general instructions**

The Tender Bond shall support the Bidder's Quotation and the following terms shall apply:

- 12.3.1. The Tender Bond shall be drawn up in accordance with the form attached hereto as **Annex A18**.
- 12.3.2. The Tender Bond shall guarantee the Bidder's compliance with all the requirements of the Tender Process with respect to the Bidder's Quotation, and shall serve as agreed compensation for any failure of the Bidder to fulfill any such obligations.
- 12.3.3. Should the validity of a Quotation be extended, at the Company's request the Bidder shall extend the validity of the Tender Bond so that it shall remain valid for at least one month after the extended expiration date of the Quotation.
- 12.3.4. The Tender Bond may be forfeited subject to the provisions of the Tender Regulations, if the Bidder does not extend the Tender Bond in accordance with the request of the Company or withdraws its Bid/Quotation prior to the earlier of: (i) such time as the Company notifies the Bidder that its



Quotation was not chosen or was rejected as non-compliant; and (ii) one month after the last date of validity of the Quotation. The Tender Bond may also be forfeited in the event the successful Bidder fails, for any reason, to accept award or to execute such Contract and deposit the Performance Guarantee within the time required in the Contract. The Tender Bond shall be forfeited by the Company as liquidated damages and not by way of penalty, which the parties agree is appropriate minimum compensation in view of the fact that the exact damage caused to the Company may be difficult to ascertain accurately. The forfeit of the Tender Bond shall not prejudice the right of the Company to pursue any other rights or remedies to which it is entitled at law.

- 12.3.5. Any bank charges or similar charges entailed by the Bidders in relation with the provisions of this Clause, including in relation to extending the Tender Bonds, shall be borne solely by the Bidders.
- 12.4. The Bidders acknowledge that any fault and/or defects in the Tender Bond, may result in the disqualification of such Quotation, notwithstanding the Prerogatives, authorities and rights of the Company as set forth in these Tender Documents.

12.5. Voluntary Pre-Ruling of Tender Bond

- 12.5.1. In order to avoid cases where tender bonds presented as part of Tender documents are found inadequate due to faults or defects and as a result the Quotation shall be disqualified, all Bidders must formulate the Tender Bond meticulously in accordance with the form set forth in **Annex A18**.
- 12.5.2. In order to minimize the possibility of faults and/or defects in the Tender Bond the Company will enable the Bidders to provide the Company with a draft of the Tender Bond for the purposes of receiving the Company's approval on the wording of the Tender Bond. ("Voluntary Pre-Ruling of Tender Bond")
- 12.5.3. The Company's approval and/or comments are in no way a substitute to the requirement and responsibility of the Bidder to act at its sole discretion and to provide a complying Tender Bond as part of its Quotation.



- 12.5.4. Submitting the Tender Bond draft to the Company will not impose any obligation on the Company regarding the Bidder or any other Bidders and the Company may at its sole discretion provide its approval and/or comments in writing to the Bidder.
- 12.5.5. For the removal of doubt, the Voluntary Pre-Ruling of Tender Bond process is not a negotiation process between the Company and the Bidders. It is only an instrument of the company, providing the Bidders with an opportunity to reduce the risk of disqualification due to non-complying Tender Bonds.
- 12.5.6. All Tender Bonds to be observed by the Company as part of the Voluntary Pre-Ruling of Tender Bond process, must be presented to the Company no later than 21 days prior to the Last Submission Deadline, as may be amended by the Company.

13. Structure of the Bids

13.1. The Bidder shall submit its Bid in **2 separate envelopes** for qualifying for the List of Approved Supplier and a **3rd envelope for the Quotation**, as detailed hereinafter.

In accordance to the following instructions, Bidders shall submit 1 original and 2 additional identical hard copies of the documents comprising each Bid, in addition to a magnetic media copy, which shall be submitted on CDs.

The original copy shall be identified as such on the top of each volume.

13.2. **Envelope 1**

In Envelope 1 the Bidder shall include the following documents:

13.2.1. The Bid table of contents

A table listing in an **orderly numbered table of content** of the documents comprising the Bid being submitted. The table shall refer to Envelopes 1 and 2 of the Bid.



13.2.2. No Conflict of Interests

A Statement regarding non-receipt of brokerage fees and non-employment of the Company's advisors in the form attached hereto as **Annex A3**; both duly signed by the Bidder and, if relevant, the Parent Company.

13.2.3. <u>Legal Structure</u>

Complete details of the legal structure of the Bidder and (if relevant) its Parent Company, identifying and describing their ultimate parent company/ies, **together with a chart** of the same and the incorporation documents of the Bidder.

All of the above shall be validated by a legal opinion in the form attached hereto as **Annex A5**.

13.2.4. Qualifications and Capabilities

- 13.2.4.1. A valid API 5L certificate, indicating the Bidder's capability to manufacture level PSL2 Pipes. The Bidder shall attach the above certificates referring to the years as of 2012 to 2019.
- 13.2.4.2. Certificate that Bidder has in place a management system that is certified as ISO 9001 compliant or an applied management system that meets the ISO 9001 certification requirements.
- 13.2.4.3. The Bidder's signed declaration in the form attached hereto as **Annex A7**.

If relevant per Clause 11.4.5 above, then the Bidder shall also submit an organization **chart** of the Bidder, including of its subsidiary company.

13.2.5. <u>Professional Experience</u>

Documents in the forms attached hereto as Annexes A8(1) - (2) to Annexes A11(1) - (2), as relevant to the Pipe Categories A to D of the Tender, detailing its experience in the manufacture and supply of pipes, in accordance with Clause 11.4 above, in the relevant Pipe Categories, including all data requested therein. These documents shall be signed by the Bidder.



If relevant per Clause 11.4.5 above, then the Bidder shall also submit an organization **chart** of the Bidder, including of its subsidiary company.

13.2.6. Automatic qualification for Pipe Categories of smaller diameters

Details of manufacturing and supply of pipes relates to any of the Pipe Categories that the Bidder wishes to be selected as an Approve Supplier according to Clause 1.4.4 above. For that aim a Bidder may submit the relevant annexes of Annexes A8(1) - (2) to Annexes A10(1) - (2) as listed in the table in clause 11.4.3 above (excluding for Category D - Offshore) regardless of the Minimal Aggregate Pipe Length as described in the Threshold Requirement in Clause 11.4.3 and provided that such Bidder declared it in its Bid

13.2.7. Financial Statements

Certificate (confirmed by the Bidder's CPA) regarding average turnover, equity and average cash flow in the form attached hereto as **Annex A12**. This certificate shall be supported by the Bidder's financial statements for all relevant years as well as, if exists, the most recent interim financial report.

If relevant per Clause 11.5.6 above, then in addition to all other documents, the Parent Company shall execute and submit:

- 13.2.7.1. A Parent Company Guarantee attached hereto as **Annex A4**;
- 13.2.7.2. The Signatory Rights confirmation on behalf of Parent Company in the form set forth in **Annex A5**.
- 13.2.7.3. An **organization chart** of the Bidder, including of its Parent company. The chart shall refer to the holding and control in the Bidder.

13.2.8. Authorized Representative

A written Power of Attorney signed by the Bidder in the form attached hereto as **Annex A13**, empowering the Authorized Representative to sign all documents, including all of the Tender Documents, on behalf of the Bidder.



13.2.9. For Israeli Bidder

An Israeli Bidder and any Bidder that is an Israeli resident, shall submit all the approvals required pursuant to the Law of Transactions of Public Entities, 1976 and a duly executed affidavit in the form attached as **Annex A14**.

13.2.10. Industrial Cooperation Undertaking

An ICA standard form, attached hereto as **Annex A15(1)**, as provided for in Clause 29 below, should be initialed and submitted by all the Bidders.

 Bidders who are submitting a Quotation/s in the Tender for one or more of the Batches, shall fill up the relevant details in Annex A15(1) and attach it fully signed, in Envelope 3 of their Bid.

In such a case the Bidder **shall indicate** in Envelope 1 of its Bid, that **Annex A15(1)** is attached in Envelope 3.

• Further details regarding the Industrial Cooperation Undertaking attached hereto in **Annex A15(2)**.

13.2.11. Signed Contract

The printed Contract, **fully signed by the Bidder** (**the original** that shall be provided to the Bidders as provided for in Clause 8.3 above).

13.2.12. Tender Document

The printed Tender Documents and **the Tender CD** containing the Tender Documents (**the original ones** that shall be provided to the Bidders as provided for in Clause 8.3 above) **signed by the Bidder** (no need to print the CD documents but only sign on top of the CD itself). Collection of the Tender Documents hard copy shall be done and paid by the Bidder.

13.2.13. Clarification & Amendments

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



13.2.14. <u>"Envelope 1" CD</u>

A CD containing the colored scanned files of all documents included by the Bidder in Envelope 1. The CD shall be labeled by the Bidder as "CD Envelope 1".

Envelope 1 and CD Envelope 1 **shall not include** documents, information and materials that should be submitted with Envelopes 2 and 3.

13.3. **Envelope 2**

In Envelope 2 the Bidder shall include the following documents and information for the purpose of evaluating its Bid (as provided for in Clause 18 below).

13.3.1. Past Experience

A detailed description of the Bidder's past experience in the manufacture and supply of pipes of the relevant Pipe Categories for which the Bid is submitted and all other details requested under **Annex A16**. The Annex shall be signed by the Bidder. The Bidder may copy **Annex A16** as needed, to provide additional information regarding its relevant past experience.

13.3.2. Manufacturing Capabilities

A detailed description of the Bidder's manufacturing capabilities of Pipes of the relevant Pipe Categories for which the Bid is submitted. Such description shall be detailed according to the instruction in **Annex A17** and shall include, inter alia, details regarding all matter mention under Paragraph (B) of the table at Clause 18.2 below.

13.3.3. QA and HSE

A detailed description of the Bidder's Policies and procedures regarding quality assurance (QA) and health, safety and environment (HSE) for which the Bid is submitted. Such description shall include, inter alia, details regarding all matters mentioned under Paragraph (C) of the table at Clause 18.2 below, according to the instruction attached hereto in **Annex A17**.



13.3.4. Quality Management System

A detailed description of the Bidder's Quality Management System, according to the instruction attached hereto in **Annex A17**. Such description shall include, inter alia, details regarding all matters mentioned under Paragraph (D) of the table at Clause 18.2 below.

13.3.5. <u>Implementation of Procedures & Inspection during Production</u>

A detailed description of the Bidder's procedures regarding inspections during production, according to the instruction attached hereto in **Annex A17**. Such description shall include, inter alia, details regarding all matters mentioned under Paragraph (E) of the table at Clause 18.2 below.

13.3.6. Documentation

A detailed description of the documents prepared and delivered throughout the manufacturing and delivery of the pipes, according to the instruction attached hereto in **Annex A17**. Such description shall include, inter alia, details regarding all matters mentioned under Paragraph (F) of the table at Clause 18.2 below and **examples** of all such documents.

13.3.7. **Annex A17** of the Tender shall be signed by the Bidder and attached in Envelope 2.

13.3.8. <u>"Envelope 2" CD</u>

A CD containing scanned copies of all documents included by the Bidder in Envelope 2. The CD shall be labeled by the Bidder as "CD Envelope 2".

Envelope 2 and CD Envelop 2 **shall not include** documents, information and materials that should be submitted with Envelope 1 and 3.

13.4. Envelope 3 – Quotation

In Envelope 3 the Bidder shall include **all** the following documents and information for the purpose of evaluating the Bidder's Quotation (as provided for in Clause 20 below):

13.4.1. A **Tender Bond** in accordance to Clause 0 above and the wording in **Annex A18**.



- 13.4.2. The Manufacturing Facility of the Pipes, relevant to each of the Batches, in the form attached hereto as **Annex A19**.
- 13.4.3. The Quotation shall be submitted by the **original Quotation Form of the**Tender (attached as Annex A20 hereto) only, fully signed by the Bidder and without any Deviations.
- 13.4.4. **An ICA standard form**, as provided for in Clause 29 below (**Annex A15**), should be **filled** and submitted by the Bidders. The Company and/or the ICA may at any time after the Bidders have submitted their Bids, request from the Bidders oral and/or written information and explanations in order to verify that the Bidder is in compliance with the ICA Regulations.
- 13.4.5. An Israeli Bidder wishing to obtain price preference in accordance with the Mandatory Tender Regulations (Preference for Israeli Products) 1995, must submit a written confirmation duly signed by its independent certified public accountants regarding the percentage of the Israeli Component Price in the Bid Price proposed by such Bidder.

14. <u>Bids Submission Rules</u>

- 14.1. The Bids shall be completed and submitted in **English** (excluding Annexes attached in Hebrew and financial statements of an Israeli Bidder). Documents (such as recommendations or financial statements) 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 bound by **spiral or ring binder only**, 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 in the form attached as **Annex 5**.



- 14.5. The Company shall not be bound to accept any Bidders' confidentiality statements as marked or any restriction therein and shall have in this regard the discretion in accordance to the provisions of the Law.
- 14.6. 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.
- 14.7. 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.
- 14.8. 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.
- 14.9. There shall be nothing in the contents of the Bid which does not comply with the provisions of laws or with in other law that the Bidder is subject to.
- 14.10. No Bid may 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. Price Proposal – Quotation

- 15.1. The Bidder should quote its price proposal to all or any of the Batches in the designated places in the Quotation Form attached as **Annex A20** hereto.
- 15.2. A Quotation for a Batch **shall not** refer to any other Batch and **shall not** include any other Deviation including a condition of awarding of any of the other Batches to the same Bidder.
- 15.3. The Prices shall be quoted in **Euro currency only** and shall be <u>all inclusive</u>, the prices shall include without limitation: manufacture, supply, inspection by accredited Notified Body (Certified 3rd Party Inspection Agency), warranty, delivery and all other works and services detailed under the Contract, all taxes (including any sum which the Israeli Tax Authorities require to be withheld at



source, if applicable), fees, duties, licenses, costs or other payments that are to be paid in connection with the manufacture, supply and delivery of the Pipes, according to the Contract, including any relevant payment borne by the Supplier according to the **DAP** incoterms 2010. It is hereby clarified that Israeli import taxes levied in Israel only (Value Added Tax and Custom clearance in Israel, if applicable) shall be borne by the Company. Nevertheless, all kinds of port fees and delivery order charges in Israel shall be borne by the Supplier.

- 15.4. It is hereby clarified that the quantities specified in **Annex A20** for the Batches or any of them are estimated, and may be changed, at the Company's discretion and in accordance with its needs. The Company may change the quantities of Pipes included in any of the Purchase Orders in an amount of up to 25% of the quantities specified in **Annex A20** and without such change in the quantities causing any change in the terms of such Pipe's Purchase order including the prices quoted by such successful Bidder and the time schedule designated for delivery of the Pipes.
- 15.5. A successful Bidder who has no past experience in manufacturing and supply of Pipes to the Company shall participate in the Company's representative costs for monitoring and inspection the actual production of the Company's Purchase Order at the Bidder's mill in a fixed amount of €15,000. Such amount shall not be specified in the Quotation Form in Annex A20. It is hereby clarified that such monitoring and inspection on behalf of the Company does not in any way waive the obligation of the Supplier to hire and pay, separately, to an approved independent third party inspection according to Clause 1.6 above and the Contract.

15.6. Raw Material Manufacturer & Raw Material Grade for Casing Pipes (Batch3)

- 15.6.1. The Supplier shall state in its Bid the place of the manufacturing mill for each of the Batches of its Quotation..
- 15.6.2. For the purpose of manufacturing of casing Pipes (Batch no. 3) and for this purpose **only** the Bidder may offer a Raw Material Manufacturer ("**Steel Manufacturer**") which is not included in the Approved Steel Manufacturers List attached as **Annex A3** to the Contract. The Company



shall decide if to approve such alternative Steel Manufacturer at its sole discretion. Such approval (if granted) shall apply only to the manufacturing of casing pipes (Batch 3) under this Tender, and shall not be construed as a waiver of the Company of the provisions of the Tender for any other Batches and orders for the supply of pipes and casing pipes. In such a case, the Bidder shall indicate the details of the proposed alternative Raw Material Manufacturer for the casing Pipes in the designated place in **Annex A19** attached hereto. Raw Material Certificates (copies) if available, for the casing Pipes only, may be attached to the Bid

- 15.6.3. The raw material grade for casing Pipes shall be at least X60.
- 15.6.4. The wall thickness for the casing Pipes may vary from minimum of 14.7 mm up to 18.5 mm, however, **only one** wall thickness shall be proposed by the Supplier.
- 15.7. The Quotation prices shall be fixed and shall not be linked to any price change mechanism except as provided in clause 16.3 below.

16. Validity of Bids and Quotations

- 16.1. The Bids including the Quotations shall remain valid for a period of **9 months** as of the Last Submission Deadline.
- 16.2. Without derogating from the foregoing, the Company may request the Bidders (or any of them) to extend the validity of their Bids/Quotations for one or more additional periods, in the Company's discretion.
- 16.3. **The indexation mechanism shall apply**, if applicable, to the Quotation according to Clause 15.2 of the Contract.

17. Company Requests for Clarifications and/or Supplementations of Submitted Bids

- 17.1. For the purpose of examination of Bidder's compliance with the Threshold Requirements and for the purpose of evaluating its Bid, the Company may, at its sole discretion:
 - 17.1.1. Ask any of the Bidders, individually or simultaneously, for clarifications of their Bids or any part thereof 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.

- 17.1.2. 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.
- 17.1.3. Request an interview and/or a general presentation from any or all Bidders regarding their Bids or any part thereof, to be conducted in Israel. The Company may invite Bidders to undergo such interview or give such a presentation at the time determined by the Company after the Bids were submitted. A presentation, if required, should be made in the English language and may be followed by questions from the Company and/or the evaluation team and/or anyone on their behalf
- 17.1.4. Conduct a visit and/or inspection in a mill of any of the Bidder and/or its offices.
- 17.2. The Company at its sole discretion, in consequence to an interview or a presentation may (i) demand that the Bidder amend any defaults in its Bid; and/or (ii) disqualify the Bid; and/or (iii) apply any other measures it sees fit, including regarding the Quality Score of the Bid or any part thereof.
- 17.3. The Company at its sole discretion, in consequence to an visit to a Bidder's mill, may disqualify the Bid or alter the Quality Score of the Bid or any part thereof, if it comes to the conclusion that actual manufacturing practices implemented by the Bidder do not meet the documentation submitted by it.
- 17.4. 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.
- 17.5. 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



manufacture and supply Pipes of the relevant Categories. Bidders shall attach to such notification all updated documentation and information, relevant to any such change or event.

17.6. 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.

18. Examination of the Bids

The examination of the Bids in order to determine the Approved Suppliers shall be carried out in 2 stages, as detailed below:

- 18.1. In the **first stage** the Company shall examine the contents of Envelope 1 in order to determine if the Bid complies with the Threshold Requirements. The contents of Envelope 1 shall not be scored.
- 18.2. In the **second stage** the Company shall examine the contents of Envelope 2 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.

The Quality Score shall be between 0 and 100, in accordance with the following criteria:

Mair	Maximum score		
(A)	Past Experience	10	
	Past experience in the manufacture of high-pressure		
	natural gas Pipes of the relevant Pipe Category as of 2012		
	meeting (as a minimum) the Company's specifications		
	regarding design pressure, material grade, wall thickness,		
	specification level, etc).		



(B)	M	anufacturing Capabilities	20
	1.	Manufacturing, calibration and coating equipment	
		(including quantity of manufacturing lines and	
		machines for back up).	
	2.	Laboratory equipment.	
	3.	NDT personnel's qualifications (at production line	
		stations).	
	4.	Storage yard / facility – raw material and pipes.	
	5.	Welding and coating rate.	
	6.	Welding failures statistics.	
	7.	Main sources of raw materials for relevant diameters.	
	8.	Means of pipe mobilization and distance to port.	
	9.	Overseas repairing teams and equipment.	
(C)	O	A and HSE	20
` ′	ν.		20
	1.	Quality assurance policies, procedures and manuals.	20
	_		20
	1.	Quality assurance policies, procedures and manuals.	20
	1. 2.	Quality assurance policies, procedures and manuals. Health, Safety and Environment procedures.	20
	1. 2.	Quality assurance policies, procedures and manuals. Health, Safety and Environment procedures. Safety management plan (Risk assessment) for pipes	20
	 1. 2. 3. 	Quality assurance policies, procedures and manuals. Health, Safety and Environment procedures. Safety management plan (Risk assessment) for pipes mobilization (including until delivery at the Client	20
	 1. 2. 3. 	Quality assurance policies, procedures and manuals. Health, Safety and Environment procedures. Safety management plan (Risk assessment) for pipes mobilization (including until delivery at the Client premises).	20
(D)	 2. 3. 	Quality assurance policies, procedures and manuals. Health, Safety and Environment procedures. Safety management plan (Risk assessment) for pipes mobilization (including until delivery at the Client premises). Back up procedures for manufacturing line failure	10
	 2. 3. 	Quality assurance policies, procedures and manuals. Health, Safety and Environment procedures. Safety management plan (Risk assessment) for pipes mobilization (including until delivery at the Client premises). Back up procedures for manufacturing line failure and recovery.	
	1. 2. 3. 4. Qu	Quality assurance policies, procedures and manuals. Health, Safety and Environment procedures. Safety management plan (Risk assessment) for pipes mobilization (including until delivery at the Client premises). Back up procedures for manufacturing line failure and recovery. Tality Management System	
	1. 2. 3. 4. Qu	Quality assurance policies, procedures and manuals. Health, Safety and Environment procedures. Safety management plan (Risk assessment) for pipes mobilization (including until delivery at the Client premises). Back up procedures for manufacturing line failure and recovery. Tality Management System EN or ISO quality system model.	
	1. 2. 3. 4. Qt 1. 2.	Quality assurance policies, procedures and manuals. Health, Safety and Environment procedures. Safety management plan (Risk assessment) for pipes mobilization (including until delivery at the Client premises). Back up procedures for manufacturing line failure and recovery. Hality Management System EN or ISO quality system model. A diagram and written description of the quality	



(E)	Implementation of Procedures & Inspection during	20
	manufacturing	
	1. Manner of implementation of QA methods and inspection.	
	2. Manner of implementation of QC methods and inspection.	
	3. Manner of implementation of safety procedures.	
	4. Example of an approved Inspection Test plan (ITP) for high pressure (at least 70 bars) natural gas pipeline for the relevant diameter and the manner of its implementation. The largest diameter of the Pipe Category relevant to the Bidder's Bid)	
	5. Monitoring of raw material manufacturing and raw material acceptance and traceability procedures.	
	6. Calibration and testing procedures.	
	7. Manner of selection of certified Third Party Company (TPI) including selection of the inspectors in the mill.	
	8. Manner of providing inspection release notes.	
	9. Storage procedures and their implementation.	
	10. Loading and unloading procedures and their implementation.	
	11. Mobilization of pipes from the mill to the client premises - safety and protective measures.	
	12. Defects reporting and corrective actions procedure.	
(F)	Documentation	20
	1. Reports provided to the client during manufacturing.	
	2. Manufacturing reports (welding, dimensional control (gauging), coating, visual inspection, NDT etc).	
	3. GANTT chart for all activities until delivery to the client.	
	4. Documentation provided to the client upon delivery, including Quality Certificates, Manufacturing Data Book (Pipe Book) and Packing list.	
Tota	l	100



- 18.3. A Bidder that shall be awarded by the Company a Quality Score of less than 80 points in total or less than 50% of the maximum points for any main categories (A-F) (the "Minimum Score") shall be disqualified from the Tender.
- 18.4. When reviewing the Bids, the Company reserves the right, at its sole discretion, to take into consideration all available information from any and all sources, including its inspection of the Bidders' mills (if conducted) and past experience of the Company itself with the Bidder.

19. Approved Suppliers

- 19.1. The Company shall announce all Bidders who complied with the Threshold Requirements and received at least the Minimum Score at the quality evaluation or qualify automatically in accordance to Clause 1.4.4 above as the List of Approved Suppliers in the relevant Pipe Category.
- 19.2. The Tender Committee shall send notification of its decisions to the authorized representatives of the Approves Suppliers.

20. Third Stage – Examination of the Quotations

20.1. In the **third stage** the Company shall examine the contents of Envelope 3 of the Approved Suppliers for each of the relevant Batches.

20.2. Quotations evaluation process

The total Quotation Prices for each of the Batches shall be examined **separately** and the following provisions shall apply:

- 20.2.1. The Quotations will be ranked solely on the basis of the total Quotation Price.
- 20.2.2. The selection of successful Bidders for each of the Batches shall be in accordance to the following terms and conditions but subject to the authorities of the Tender Committee in accordance to the Tender Documents and the Laws.

20.2.3. The Selection of a Successful Bidder for Batch 1

Batch 1 shall be awarded to the Bidder whose total Quotation Price for Batch 1 is the lowest.



20.2.4. The Selection of a Successful Bidder for Batch 2

- 20.2.4.1. Batch 2 shall be awarded to the Bidder whose total Quotation Price for Batch 2 is the lowest (the "Lowest Batch 2 Price"), but subject to the following provisions.
- 20.2.4.2. In the event that the Bidder whose total Quotation Price for Batch 2 is the lowest, was already declared as the Successful Bidder for Batch 1, the Company may decide to award Batch 2 to the Bidder whose total Quotation Price was ranked second for Batch 2 provided that it agreed to compare its total Quotation price for Batch 2 to the Lowest Batch 2 Price. Otherwise; the Company may decide to award Batch 2 to the Bidder whose total Quotation Price was ranked third for Batch 2 provided that it agreed to compare its total Quotation Price to the Lowest Batch 2 Price.
- 20.2.4.3. If both Bidders ranked second and third in Batch 2 shall not agree to compare their total Quotation Price as requested, the Company may conduct a Best and Final procedure between them and all additional Bidders whose total Quotation price for Batch 2 is no more than 10% of the Lowest Batch 2 Price. However, the Bidder who had been awarded with Batch 1 shall not participate in such process

The Best and Final procedure shall be in accordance to time schedule and terms determined by the Company.

Batch 2 shall be awarded to the Bidder whose total Quotation Price for Batch 2 shall be the lowest after the Best and Final stage provided that such total Quotation Price is not more than 5% higher of the Lowest Batch 2 Price.

20.2.4.4. If the provisions in clauses 20.2.4.2 - 20.2.4.3 above have not been fulfilled, the Company may decide to award Batch 2 to the Bidder with the Lowest Batch 2 Price regardless if it was awarded Batch 1.



20.2.5. The Selection of a Successful Bidder for Batches 3, 4 and 5

Batches 3, 4 and 5, separately, shall be awarded to the Bidder/s whose total Quotation Price for the applicable Batch shall be the lowest.

21. Signing the Contract, and Purchase Orders

- 21.1. It is the intent of the Company to sign the Contract with all Approved Suppliers, that shall serve as the contractual framework for any future Purchase Orders for the manufacture and supply of Pipes, during the Qualification Period subject to any amendments and/or additional instructions that shall be determined by the Company for the purpose of any such future orders (either as part of the RFQ documents or in any other manner).
- 21.2. All the Tender Documents including all clarifications and amendments issued by the Company during the Tender shall apply as an integral part of the Contract and to any future engagement pursuant to this Tender between the Approved Suppliers and the Company.
- 21.3. It is hereby clarified that the execution of the Contract by the Company and the Approved Suppliers does not constitute an exclusivity right or an obligation on behalf of the Company to order the manufacture and supply of Pipes from any of the Approved Suppliers and that a precondition for any such order is that the Contract shall be an integral part.
- 21.4. Anything to the contrary notwithstanding, no Contract shall come into force until the Company signs the Contract by its authorized signatories.
- 21.5. Following the signing of the Contract the Company may issue Purchase Orders for the manufacture and supply of Pipes. The Purchase Order shall be accompanied by a Bill of Quantities based upon the quotation form issued by the Company in the relevant RFQ relevant instructions (including amendments and/or supplements to the provisions of the Contract if published during the RFQ).
- 21.6. Within 14 days as of the execution of a Purchase Order to the Successful Bidder for a Batch, the Successful Bidder shall provide the Company with the Performance Guarantee in the amount of 10% of the value of the total Quotation Price it was awarded, in the form attached to the Contract.



21.7. In the event that any of the Successful Bidders does not comply with all of its obligations according to the Tender Documents within the designated period, for any reason whatsoever, the Company shall be entitled, to cancel the announcement of the Bidder as Successful Bidder and select another Bidder as a Successful Bidder, without derogating of any its rights under the Tender.

22. Order of Precedence

- 22.1. During the Tender process, in the event of any conflict or discrepancy between any provisions of the Tender Documents, the provisions of this document (Invitation to Submit Bids) shall prevail.
- 22.2. During the Qualification Period, the order of precedence shall be as specified in the Contract.

23. Information Supplied by the Company

- 23.1. 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.
- 23.2. 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.

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

- 24.1. 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 subcontractors and the obligations or rights of the Bidder under this Tender and the Contract.
- 24.2. Neither the Bidder nor any of its subcontractors may at any time be connected with the Company or its employees or its consultants.



- 24.3. The Bid shall not be prepared in collusion with any other Bidder participating in the Tender nor with any affiliate thereof.
- 24.4. A Bidder may not submit and may be involved directly or indirectly in the submission of more than one Bid.
- 24.5. 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.
- 24.6. A Bidder that shall enter a Contract for the manufacture and supply of Pipes pursuant to any future RFQ or other procedure, will 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, subcontractors 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, subcontractors or representatives.
- 24.7. Without derogating of the above, Bidders and Approved Suppliers (as applicable) shall comply at all times with its declarations and undertaking regarding conflict of interests as detailed in **Annex A9 of the** Contract (as integral part of this Tender).
- 24.8. Bidders and Approved Suppliers (as applicable) shall comply at all times with the ethical code of the Company as published at the Company site (www.ingl.co.il).

25. General Prerogatives of the Company

- 25.1. 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.
- 25.2. The Company reserves the right to modify, update or restrict any of the provisions of the Tender Documents ("**Amendment**").



- 25.3. 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 email as shall be provided for in each addendum.
- 25.4. 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:
 - 25.4.1. 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 Contract with any Bidder.
 - 25.4.2. Request additional information and/or clarifications from any of the Bidders.
 - 25.4.3. 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.
 - 25.4.4. 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.
 - 25.4.5. 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 writing whereby the notice of the modification shall be delivered to the Bidder.



- 25.4.6. Award a provisional score to any Bidder for any of the evaluation criteria, subject to the receipt of all required documentation from such Bidder.
- 25.4.7. 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.
- 25.4.8. 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.
- 25.4.9. 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:
 - 25.4.9.1. It may provisionally ignore all or part of a Deviation and, notwithstanding anything stated to the contrary in the Bid, evaluate such Bid without taking into account such Deviation, and as a condition to the awarding of the Contract or Purchase Order, require the Bidder to conform to all the requirements of the Tender as amended;
 - 25.4.9.2. It may view all or part of a Deviation as errors which do not conflict with the principle of equality;
 - 25.4.9.3. It may require the Bidder to correct all or part of the deviations;
 - 25.4.9.4. It may disqualify the Bid.

26. Disqualification of Bid

26.1. 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 or after, during the Qualification Period. The disqualifying conditions and events apply both to the Bidders, their shareholders and to parent entities (hereinafter in this Clause jointly referred to as "**Bidder**").

- 26.1.1. 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.
- 26.1.2. 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.
- 26.1.3. Commencement of any legal proceedings, which allegedly relate to an offence, which in the Company's opinion, affects the integrity of the Bidder.
- 26.1.4. Commitment of a grave error by any Bidder in the performance of its profession.
- 26.1.5. 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.
- 26.1.6. 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.
- 26.1.7. The existence of a material conflict of interest in a Bidder or any interested party therein.
- 26.1.8. Any event or change in circumstances in the Bidder, which may adversely affect the Bidder's capacity to be approved as a Bidder.



- 26.1.9. Any material breach of the provisions of the Tender, including the submission of any false or incomplete information.
- 26.1.10. Any other event or circumstances which the Company shall consider, at its sole discretion, as justifying disqualification of any Bidder.
- 26.2. 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.

27. 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.

28. Expenses Borne for Participation in the Tender

The 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.

29. Industrial Cooperation Undertaking

- 29.1. The Tender and any Purchase Order to be issued pursuant to the Tender are subject to the regulation and supervision of the Industrial Cooperation Authority (the "ICA"), in accordance with the Mandatory Tender Regulations (Mandatory Business Cooperation) 2007 and in accordance with the Mandatory Tender Regulations (Preference for Israeli Products) 1995 (the "ICA Regulations").
- 29.2. The Bidders undertake to comply with all the relevant conditions and ICA Regulations and shall fill and submit as part any future RFQ procedure the ICA standard form, a sample of which is attached hereto as **Annexes A15**.
- 29.3. Without derogating of the authority and rights vested with the ICA under the ICA Regulations, the Company and/or the ICA have the right at all times during the Qualification Period, to request any information and explanations from the Bidders in order to verify that the Bidder is in compliance with the ICA Regulations. The Bidders will comply with any such requests from the ICA.
- 29.4. The Company has the right to instruct a Bidder to amend its Bid and/or Quotation, clarify it or change it, in order that such Bid/Quotation will comply with the



- requirements of the ICA as well as disqualify a Bid/Quotation or a Bidder that will not comply with the requirements of the ICA.
- 29.5. A Bidder will not have the right to request the disqualification of another Bidder due to any matters regarding the ICA or the ICA Regulations.

30. Governing Law

- 30.1. This process is subject to the laws of the State of Israel solely, as they shall be formulated from time to time.
- 30.2. Any matter related to this Tender, the Contract and any Purchase Order, including future Purchase Orders or engagements, shall be adjudicated only in the authorized courts of the city of Tel Aviv-Jaffa.

31. Addresses of the Parties and Method for Sending Notifications

- 31.1. 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.
- 31.2. Each notice that shall be sent by the Company to the address of the Bidders or to the contact person on their behalf by registered mail, shall be considered to have been received by the Bidders within three business days of the date of sending; if sent by facsimile or by electronic mail it shall be considered to have been received by the Bidders on the business day following the day it was sent; and if delivered personally at the time of delivery.

In Witness Whereof, the parties hereto have signed this Tender:

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



Annex A1 - Contact Details and Undertaking of Confidentiality Tender No. INGL/TENDER/2019/06

Date:	
То:	
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 authorized Contact Person	he Bidder n on behalf of the Bidder for all matters relating to this
Tender is:	Ton benair of the bidder for all matters relating to this
 Name and Surname: 	
Address:	
Telephone Number:	
Mobile phone number:	
• Fax number:	
• F-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.

In Witness Whereof the parties hereto have signed this Tender on behalf of the Bidder:

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



Annex A2 - OECD Member Countries Tender No. INGL/TENDER/2019/06

(As defined by the World Bank)

(**) **High** Income OECD country

**	Australia	**	South Korea
**	Austria	**	Latvia
**	Belgium	**	Lithuania
**	Canada	**	Luxembourg
**	Chile		Mexico
**	Czech Republic	**	Netherlands
**	Denmark	**	New Zealand
**	Estonia	**	Norway
**	Finland	**	Poland
**	France	**	Portugal
**	Germany	**	Slovak Republic
**	Greece	**	Slovenia
**	Hungary	**	Spain
**	Iceland	**	Sweden
**	Ireland	**	Switzerland
**	Israel		Turkey
**	Italy	**	United Kingdom
**	Japan	**	United States



Annex A3 - Declaration, Warranty & Undertaking Tender No. INGL/TENDER/2019/06

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

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

We	the	undersigned:								
[inse	rt Bia	lder's name] (he	ereinafter the	"Bidder")	hereby	declare,	warrant	and	undertake,	to
the C	Compa	ny as follows:								

- 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 Contract 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 Suppliers, and that to the extent that we had such claims, we submitted such claims prior to the Last Submission Deadline. Where we have not made such claims by the Last Submission Deadline 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 an Approved Supplier in the Tender Process; or (ii) failure by the Bidder to be selected as an successful Supplier for the Batches or any of them; or (iii) 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 of the Purchase Orders under it and we shall be deemed to have waived any such claims.
- 7. We warrant that (i) our 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 (i) that our signatures on the Bid, the Contract and any other of the Tender Documents shall fully bind us with regard thereto; and that (ii) we shall have no claim, suit or cause of action with regard thereto.



In Witness Whereof, the parties hereto have signed this Annex A3 - Declaration, Warranty and Undertaking on behalf of the Bidder:

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



Annex A4 – Parent Company Guarantee Tender No. INGL/TENDER/2019/06

To:
Israel Natural Gas Lines Company Ltd.
Atidim Tower, Tel-Aviv, Israel
All capitalized terms not expressly defined herein shall have the meaning attributed to them in the Tender INGL/TENDER/2019/06.
We, the undersigned,
[insert name of parent company] (hereinafter the "Parent Company") warrant and represent

[insert Bidder's name] and we hereby confirm the following:

that we exercise Control over _

- 1. We guarantee the performance by the Bidder of all of its obligations in the Tender Process; and,
- 2. In the event that the Bidder should be selected as an Approved Supplier in the Tender, we shall guarantee the performance of all of the Bidders obligations pursuant to the Tender and the Contract; and,
- 3. We acknowledge and agree that we shall be jointly and severally liable together with the Bidder for the performance of all of its obligations pursuant to the Tender Documents, and that for the purposes of all such obligations we the undersigned, shall be regarded as a single entity together with the Bidder.

In Witness Whereof, the undersigned have executed this Guarantee, effective as of the date set forth below, on behalf of the Parent Company:

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



Annex A5 – Legal Opinion Tender No. INGL/TENDER/2019/06

To Israel Natural Gas Lines Company Ltd.

Atidim Tower, Tel-Aviv, Israel

n accordance with the requirements of Tender no. INGL/TENDER/2019/06, I, the
indersigned, Advocate License No of
, hereby affirm that the signatures of
insert Bidder's name] on the Declaration, Warranty and Undertaking, the power of
Attorney for the Authorized Representative and on any other of the documents signed by
he 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
pinding on the Bidder, and that there is no need for any further legal proceeding in order
o give legal force to any of the undertakings made by them.
Signature Date



For Parent Company:

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

In accordance with the requirements of Tene	der no. INGL/TENDER/2019/06, I, the
undersigned, Advocate	License No of
	, hereby affirm that
[Insert name of Parent Company] (the "Paren	
more than 50% of the voting power or the	power to appoint more than 50% of the
directors in	[Insert Bidder's
name] and that the signatures of the Parent C	ompany on the Declaration, Warranty and
Undertaking, on the power of Attorney for t	he Authorized Representative and on any
other of the documents signed by the Parent G	Company, as submitted with the Bid, have
been executed according to all applicable la	ws and regulations and according to the
incorporation documents of the Parent Compan	ny and are binding on the Parent Company
and that there is no need for any further legal p	roceeding in order to give legal force to the
undertakings made by the Parent Company.	
Signature	Date



Annex A6 –Affidavit regarding Non- Payment of "Brokerage Fees" and Non Employment of Company Consultants Tender No. INGL/TENDER/2019/06

In addition to the obligations and prohibitions imposed on us pursuant to the law, including the Penal Code-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/2019/06 (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 Tender Committee 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 representatives, our agents and anyone on our behalf who are involved in any way whatsoever in the Tender and/or the Contract derived from it.

In witness whereof the undersigned have signed on behalf of the Bidder:

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



Annex A7 – Declarations regarding Qualifications & Capabilities Tender No. INGL/TENDER/2019/06

We, the undersigned (the "**Bidder**") hereby declare as follows, as integral part of our Bid submitted to the International Public Tender for the Manufacture and Supply of Pipes of (**INGL/TENDER/2019/06**):

1. The Bidder held as of the beginning of 2012 and currently has in place a valid API 5L certificate, indicating its capability to manufacture level PSL2 Pipes

(Copies of certificates to be attached).

- 2. The Bidder is in full compliance with the NEN3650 Dutch standard, including compliance with all of the requirements and specifications set forth in the technical Tender Documents.
- 3. The Bidder has in place a management system that is certified as ISO 9001 compliant or an applied management system that meets the ISO 9001 certification requirements (copies of certificates to be attached).
- 4. The Bidder operates an in-house coating facility for the pipes manufactured, which is located at the Bidder's mill premises, capable of coating 3 Layers, PE (polyethylene) material having wall thickness of at least 4.5 mm and 3 Layers PP (polypropylene) material having wall thickness of at least 6 mm.
- 5. The Bidder operates an in-house laboratory that includes test equipment for the pipes manufactured, located at the Bidder's mill premises.

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

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



Table A8(1) – Threshold Requirements, Past Experience, Category A - 30" or higher (Onshore), Alternative 1 – Clause 11.4.4.1 of the Tender (Bidder's plant located in OECD country)

- Please check the relevant "check box" and insert the additional details requested.
- The tables below can be copied and used by the Bidder to present more quantities of pipes manufactured and supplied.
- The information shall refer at least to the aggregate length of pipeline requested in the Threshold Requirement as a minimum only.

Alternative 1 - Supplier Plant's Location	Pipe's Length, Manufacturing & Supply year	Pipe's Specification			Client's Name, Contact & Country
Supplier's Plant in OECD Country & City:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]	Pipes Diameter (30" or above): Inches	Manufacturing Standard: □ API 5L □ Nen □ ISO 3183 PSL2: □ Yes □ No	Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details:
	Year of Manufacturing & Supply (Since 2010):	Material Grade:	Welding Type: Longitudinal Spiral		Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]	Pipes Diameter (30" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details:
Year of Manufacturing & Supply (Since 2010):	Material Grade:	Welding Type: Longitudinal Spiral		Country:	
Supplier's Plant in OECD Country & City:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]	Pipes Diameter (30" or above): Inches	Manufacturing Standard: □ API 5L □ Nen □ ISO 3183 PSL2: □ Yes □ No	Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details:
Year of Manufacturing & Su (Since 2010):	Year of Manufacturing & Supply (Since 2010):	Material Grade:	Welding Type: Longitudinal Spiral		Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]	Pipes Diameter (30" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details:
	Year of Manufacturing & Supply (Since 2010):	Material Grade:	Welding Type: Longitudinal Spiral		Country:



Category A, Alternative 1 – Clause 11.4.4.1 of the Tender (Bidder's plant located in OECD country)

Alternative 1 - Supplier Plant's Location	Pipe's Length, Manufacturing & Supply year	Pipe's Specification		Client's Name, Contact & Country	
Supplier's Plant in OECD Country & City:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]	Pipes Diameter (30" or above): Inches	Manufacturing Standard: □API 5L □ Nen □ ISO 3183 PSL2: □ Yes □ No	Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details:
	Year of Manufacturing & Supply (Since 2010):	Material Grade: [30" - at least X60, 36" - at least X70)]	Welding Type: Longitudinal Spiral		Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]	Pipes Diameter (30" or above): Inches	Manufacturing Standard: □API 5L □ Nen □ ISO 3183 PSL2: □ Yes □ No	Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details:
Year of Manufacturing & Supply (Since 2010):	Material Grade: [30" - at least X60, 36" - at least X70)]	Welding Type: Longitudinal Spiral		Country:	
Supplier's Plant in OECD Country & City:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" ((aggregate)]	Pipes Diameter (30" or above): Inches	Manufacturing Standard: □API 5L □ Nen □ ISO 3183 PSL2: □ Yes □ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Material Grade:	Welding Type: Longitudinal Spiral		Contact person details: Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]	Pipes Diameter (30" or above): Inches	Manufacturing Standard: □API 5L □ Nen □ ISO 3183 PSL2: □ Yes □ No	Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details:
	Year of Manufacturing & Supply (Since 2010):	Material Grade: [30" - at least X60, 36" - at least X70)]	Welding Type: Longitudinal Spiral		Contact person details: Country:



Category A, Alternative 1 – Clause 11.4.4.1 of the Tender (Bidder's plant located in OECD country)

Alternative 1 - Supplier Plant's Location	Pipe's Length, Manufacturing & Supply year	Pipe's Specification		Client's Name, Contact & Country		
Supplier's Plant in OECD Country & City:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]	Pipes Diameter (30" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details:	
	Year of Manufacturing & Supply (Since 2010):	Material Grade:	Welding Type: Longitudinal Spiral		Country:	
Supplier's Plant in OECD Country & City:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]	Pipes Diameter (30" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details:	
Year of Manufacturing & Supply (Since 2010):	Material Grade:	Welding Type: Longitudinal Spiral		Country:		
Supplier's Plant in OECD Country & City:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]	Pipes Diameter (30" or above): Inches	Manufacturing Standard: □ API 5L □ Nen □ ISO 3183 PSL2: □ Yes □ No	Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details:	
Year of Manufacturing & Supply (Since 2010):	Material Grade:	Welding Type: Longitudinal Spiral		Country:		
Bidder's Confir	<u>mation</u>					
We, the undersig	ned, confirm the above details, on be	half of		[Insert Bidder's na	me] (the "Bidder"):	
Ву:		Title:		_ Signature & Stamp:	Date:	
By:		Title:		_ Signature & Stamp:	Date:	



Table A8(2) – Threshold Requirements, Past Experience, Category A - 30" or higher (Onshore),

Alternative 2 – Clause 11.4.4.2 of the Tender (Pipes supplied for use in natural gas transmission system or project in High Income OECD county)

- Please check the relevant "check box" and insert the additional details requested.
- The tables below can be copied and used by the Bidder to present more quantities of pipes manufactured and supplied.
- The information shall refer at least to the aggregate length of pipeline requested in the **Threshold Requirement as a minimum only.**

Alternative 2 – End User of Pipes & User of Pipes Location		Pipe's Length, Manufacturing & Supply year	Pipe's Specificat	ion	Client's Name, Contact & Country
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]:	Pipes Diameter (30" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade: [30" - at least X60, 36" - at least X70)]	Welding Type: Longitudinal Spiral Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]:	Pipes Diameter (30" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade: [30" - at least X60, 36" - at least X70)]	Welding Type: Longitudinal Spiral Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]:	Pipes Diameter (30" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade: [30" - at least X60, 36" - at least X70)]	Welding Type: Longitudinal Spiral Design Pressure (bar) (At least 70 bars):	Country:



Category A, Alternative 2 – Clause 11.4.4.2 of the Tender (Pipes supplied for use in natural gas transmission system or project in High Income OECD county)

Alternative 2 – End User of Pipes & User of Pipes Location		Pipe's Length, Manufacturing & Supply year	Pipe's Specificat	ion	Client's Name, Contact & Country
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]:	Pipes Diameter (30" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade: [30" - at least X60, 36" - at least X70)]	Welding Type: Longitudinal Spiral Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]:	Pipes Diameter (30" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade: [30" - at least X60, 36" - at least X70)]	Welding Type: Longitudinal Spiral Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]:	Pipes Diameter (30" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade: [30" - at least X60, 36" - at least X70)]	Welding Type: Longitudinal Spiral Design Pressure (bar) (At least 70 bars):	Country:



Category A, Alternative 2 – Clause 11.4.4.2 of the Tender (Pipes supplied for use in natural gas transmission system or project in High Income OECD county)

Alternative 2 – End User of Pipes & User of Pipes Location	Pipe's Length, Manufacturing & Supply year	Pipe's Specificat	ion	Client's Name, Contact & Country	
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]:	Pipes Diameter (30" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade: [30" - at least X60, 36" - at least X70)]	Welding Type: Longitudinal Spiral Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]:	Pipes Diameter (30" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade: [30" - at least X60, 36" - at least X70)]	Welding Type: Longitudinal Spiral Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km): [Aggregate 150 km, at least 100 km of 36" (aggregate)]:	Pipes Diameter (30" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade: [30" - at least X60, 36" - at least X70)]	Welding Type: Longitudinal Spiral Design Pressure (bar) (At least 70 bars):	Country:
Bidder's Confirmation					
We, the undersigned, confirm the above detail				-	
By:					
By:	I itle:			Signature & Stamp:	Date:



Table A9(1) – Threshold Requirements, Past Experience, Category B - 18" and up to 30" (the latter not included) Onshore Alternative 1 – Clause 11.4.4.1 of the Tender (Bidder's plant located in OECD country)

- Please check the relevant "check box" and insert the additional details requested.
- The tables below can be copied and used by the Bidder to present more quantities of pipes manufactured and supplied.
- The information shall refer at least to the aggregate length of pipeline requested in the **Threshold Requirement as a minimum only.**

Alternative 1 - Supplier Plant's Location	Pipe's Length, Manufacturing & Supply year	Pipe's Specificatio	n		Client's Name, Contact & Country
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 100 km):	Pipes Diameter (18" or above but less than 30"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since	Inches	PSL2: Yes No		Contact person details:
	2010):	Material Grade (at least X52):	Welding Type: ☐ Longitudinal ☐ Spiral ☐ HFI ☐ HFW ☐ ERI		Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 100 km):	Pipes Diameter (18" or above but less than 30"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches	PSL2: Yes No		Contact person details:
		Material Grade (at least X52):	Welding Type: ☐ Longitudinal ☐ Spiral ☐ HFI ☐ HFW ☐ ERI		Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 100 km):	Pipes Diameter (18" or above but less than 30"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183	Design Pressure (bar) (At least 70 bars):	Full name of client
		Inches	PSL2: Yes No		Contact person details:
	Year of Manufacturing & Supply (Since 2010):	Material Grade (at least X52):	Welding Type: ☐ Longitudinal ☐ Spiral ☐ HFI ☐ HFW ☐ ERI		Country:



Category B, Alternative 1 – Clause 11.4.4.1 of the Tender (Bidder's plant located in OECD country)

Alternative 1 - Supplier Plant's Location	Pipe's Length, Manufacturing & Supply year	Pipe's Specification			Client's Name, Contact & Country	
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 100 km):	Pipes Diameter (18" or above but less than 30"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183	Design Pressure (bar) (At least 70 bars):	Full name of client	
	Year of Manufacturing & Supply (Since	Inches Material Grade	PSL2: Yes No Welding Type:		Contact person details:	
	2010):	(at least X52):	Longitudinal Spiral HFI HFW ERI		Country:	
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 100 km):	Pipes Diameter (18" or above but less than 30"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183	Design Pressure (bar) (At least 70 bars):	Full name of client	
	Year of Manufacturing & Supply (Since 2010):	Inches Material Grade	PSL2: Yes No		Contact person details:	
		(at least X52):	Welding Type: ☐ Longitudinal ☐ Spiral ☐ HFI ☐ HFW ☐ ERI		Country:	
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 100 km):	Pipes Diameter (18" or above but less than 30"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183	Design Pressure (bar) (At least 70 bars):	Full name of client	
	Year of Manufacturing & Supply (Since 2010):	Inches	PSL2: Yes No		Contact person details:	
		Material Grade at least X52:	Welding Type: ☐ Longitudinal ☐ Spiral ☐ HFI ☐ HFW ☐ ERI		Country:	
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 100 km):	Pipes Diameter (18" or above but less than 30"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183	Design Pressure (bar) (At least 70 bars):	Full name of client	
	Year of Manufacturing & Supply (Since	Inches Metarial Crade	PSL2: Yes No		Contact person details:	
	2010):	Material Grade (at least X52):	Welding Type: ☐ Longitudinal ☐ Spiral ☐ HFI ☐ HFW ☐ ERI		Country:	



Category B, Alternative 1 – Clause 11.4.4.1 of the Tender (Bidder's plant located in OECD country)

Alternative 1 - Supplier Plant's Location	Pipe's Length, Manufacturing & Supply year	Pipe's Specification			Client's Name, Contact & Country
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 100 km):	Pipes Diameter (18" or above but less than 30"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since	Inches Crada	PSL2: Yes No		Contact person details:
	2010):	Material Grade (at least X52):	Welding Type: ☐ Longitudinal ☐ Spiral ☐ HFI ☐ HFW ☐ ERI		Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 100 km):	Pipes Diameter (18" or above but less than 30"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches Material Grade	PSL2: Yes No Welding Type:		Contact person details:
		(at least X52):	☐ Longitudinal ☐ Spiral ☐ HFI ☐ HFW ☐ ERI		Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 100 km):	Pipes Diameter (18" or above but less than 30"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches	PSL2: Yes No		Contact person details:
		Material Grade (at least X52):	Welding Type: ☐ Longitudinal ☐ Spiral ☐ HFI ☐ HFW ☐ ERI		Country:
Bidder's Confirmation					
We, the undersigned, confirm	n the above details, on behalf of			[Insert Bidder's nam	e] (the " Bidder "):
By:	Title:		Sign	ature & Stamp:	Date:
Ву:	Title:		Sign	ature & Stamp:	Date:



Table A9(2) – Threshold Requirements, Past Experience, Category B - 18" and up to 30" (the latter not included) Onshore Alternative 2 – Clause 11.4.4.2 of the Tender (Pipes supplied for use in natural gas transmission system or project in High Income OECD county)

- Please check the relevant "check box" and insert the additional details requested.
- The tables below can be copied and used by the Bidder to present more quantities of pipes manufactured and supplied.
- The information shall refer at least to the aggregate length of pipeline requested in the **Threshold Requirement as a minimum only.**

Alternative 2 – End User of Pipes & User of Pipes Location		Pipe's Length, Manufacturing & Supply year	Pipe's Specificati	on	Client's Name, Contact & Country
□ Natural Gas Transmission system, Name:□ Natural Gas Project, Name:	High Income OECD country: Client is the end user of	Pipe Length (Km) (Aggregate total 100 km): Year of Manufacturing &	Pipes Diameter (18" or above but less than 30"): Inches Material Grade	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No Welding Type: ☐ Longitudinal ☐ Spiral ☐ HFI ☐ HFW ☐ ERI	Full name of client Contact person details:
Inatural Gas Froject, Iname.	the Pipes: Yes No	Supply (Since 2010):	(at least X52):	Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 100 km): Year of	Pipes Diameter (18" or above but less than 30"): Inches	Manufacturing Standard: API 5L Nen ISO 3183 PSL2: Yes No Welding Type: Longitudinal Spiral	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Manufacturing & Supply (Since 2010):	Material Grade (at least X52):	Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 100 km):	Pipes Diameter (18" or above but less than 30"): Inches	Manufacturing Standard: API 5L Nen ISO 3183 PSL2: Yes No Welding Type: Longitudinal Spiral	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Manufacturing & Supply (Since 2010):	Material Grade (at least X52):	☐ HFI ☐ HFW ☐ ERI Design Pressure (bar) (At least 70 bars):	Country:



Category B, Alternative 2 – Clause 11.4.4.2 of the Tender (Bidder's plant located in OECD country)

Alternative 2 – End User of Pipes & User of Pipes Location		Pipe's Length, Manufacturing & Supply year	Pipe's Specificati	on	Client's Name, Contact & Country
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 100 km):	Pipes Diameter (18" or above but less than 30"): Inches	Manufacturing Standard: API 5L Nen ISO 3183 PSL2: Yes No Welding Type:	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade (at least X52):	☐ Longitudinal ☐ Spiral ☐ HFI ☐ HFW ☐ ERI ☐ Design Pressure (bar) (At least 70 bars):	Country:
 □ Natural Gas Transmission system, Name: □ Natural Gas Project, Name: 	High Income OECD country: Client is the end user of the Pipes: Yes No	Pipe Length (Km) (Aggregate total 100 km): Year of Manufacturing & Supply (Since 2010):	Pipes Diameter (18" or above but less than 30"): Inches Material Grade (at least X52):	Manufacturing Standard: API 5L Nen ISO 3183 PSL2: Yes No Welding Type: Longitudinal Spiral HFI HFW ERI Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details: Country:
 □ Natural Gas Transmission system, Name: □ Natural Gas Project, Name: 	High Income OECD country: Client is the end user of the Pipes: Yes No	Pipe Length (Km) (Aggregate total 100 km): Year of Manufacturing & Supply (Since 2010):	Pipes Diameter (18" or above but less than 30"): Inches Material Grade (at least X52):	Manufacturing Standard: API 5L Nen ISO 3183 PSL2: Yes No Welding Type: Longitudinal Spiral HFI HFW ERI Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details: Country:



Category B, Alternative 2 – Clause 11.4.4.2 of the Tender (Bidder's plant located in OECD country)

Alternative 2 – End User of Pipes & User of Pipes Location		Pipe's Length, Manufacturing & Supply year	Pipe's Specification		Client's Name, Contact & Country
□ Natural Gas Transmission system, Name:□ Natural Gas Project, Name:	High Income OECD country: Client is the end user of	Pipe Length (Km) (Aggregate total 100 km): Year of Manufacturing &	Pipes Diameter (18" or above but less than 30"): Inches Material Grade	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No Welding Type: ☐ Longitudinal ☐ Spiral ☐ HFI ☐ HFW ☐ ERI	Full name of client Contact person details:
	the Pipes: Yes No	Supply (Since 2010):	(at least X52):	Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 100 km): Year of	Pipes Diameter (18" or above but less than 30"): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No Welding Type: ☐ Longitudinal ☐ Spiral	Full name of client Contact person details:
Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Manufacturing & Supply (Since 2010):	Material Grade (at least X52):	Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 100 km): Year of	Pipes Diameter (18" or above but less than 30"): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No Welding Type: ☐ Longitudinal ☐ Spiral	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Manufacturing & Supply (Since 2010):	Material Grade (at least X52):	Design Pressure (bar) (At least 70 bars):	Country:
Bidder's Confirmation We, the undersigned, confirm the above deta	ils, on behalf of			[Insert Bidder's nam	e] (the " Bidder "):
By:	Title:			Signature & Stamp:	Date:
By:					



Table A10(1) – Threshold Requirements, Past Experience, Category C - 10" and lower than 18" (the latter not included) Onshore Alternative 1 – Clause 11.4.4.1 of the Tender (Bidder's plant located in OECD country)

- Please check the relevant "check box" and insert the additional details requested.
- The tables below can be copied and used by the Bidder to present more quantities of pipes manufactured and supplied.
- The information shall refer at least to the cumulative length of pipeline requested in the **Threshold Requirement as a minimum only.**

Alternative 1 - Supplier Plant's Location	Pipe's Length, Manufacturing & Supply year	Pipe's Specification			Client's Name, Contact & Country
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 50 km):	Pipes Diameter (10" or above but less than 18"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches			Contact person details:
		Material Grade (at least X52):	Welding Type: ☐ HFI ☐ HFW ☐ ERI		Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 50 km):	Pipes Diameter (10" or above but less than 18"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches			Contact person details:
		Material Grade (at least X52):	Welding Type: ☐ HFI ☐ HFW ☐ ERI		Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 50 km):	Pipes Diameter (10" or above but less than 18"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches			Contact person details:
		Material Grade (at least X52):	Welding Type: ☐ HFI ☐ HFW ☐ ERI		Country:



Category C, Alternative 1 – Clause 11.4.4.1 of the Tender (Bidder's plant located in OECD country)

Alternative 1 - Supplier Plant's Location	Pipe's Length, Manufacturing & Supply year	Pipe's Specification			Client's Name, Contact & Country
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 50 km): Year of Manufacturing & Supply (Since 2010):	Pipes Diameter (10" or above but less than 18"): Inches Material Grade (at least X52):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No Welding Type: ☐ HFI ☐ HFW ☐ ERI	Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details: Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 50 km): Year of Manufacturing & Supply (Since 2010):	Pipes Diameter (10" or above but less than 18"): Inches Material Grade (at least X52):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No Welding Type: ☐ HFI ☐ HFW ☐ ERI	Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details: Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 50 km): Year of Manufacturing & Supply (Since 2010):	Pipes Diameter (10" or above but less than 18"): Inches Material Grade (at least X52):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No Welding Type: ☐ HFI ☐ HFW ☐ ERI	Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details: Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 50 km): Year of Manufacturing & Supply (Since 2010):	Pipes Diameter (10" or above but less than 18"): Inches Material Grade at least X52:	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No Welding Type: ☐ HFI ☐ HFW ☐ ERI	Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details: Country:



Category C, Alternative 1 – Clause 11.4.4.1 of the Tender (Bidder's plant located in OECD country)

Alternative 1 - Supplier Plant's Location	Pipe's Length, Manufacturing & Supply year	Pipe's Specification			Client's Name, Contact & Country
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 50 km):	Pipes Diameter (10" or above but less than 18"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches			Contact person details:
		Material Grade (at least X52):	Welding Type: ☐ HFI ☐ HFW ☐ ERI		Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 50 km):	Pipes Diameter (10" or above but less than 18"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches			Contact person details:
		Material Grade (at least X52):	Welding Type: ☐ HFI ☐ HFW ☐ ERI		Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 50 km):	Pipes Diameter (10" or above but less than 18"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches			Contact person details:
		Material Grade (at least X52):	Welding Type: ☐ HFI ☐ HFW ☐ ERI		Country:
Bidder's Confirmation					
We, the undersigned, confirm	n the above details, on behalf of	[Insert Bidder's nam			e] (the " Bidder "):
•	Title:			ature & Stamp:	
By:	Title:		Signa	ature & Stamp:	Date:



Table A10(2) – Threshold Requirements, Past Experience, Category C - 10" and lower than 18" (the latter not included) Onshore Alternative 2 – Clause 11.4.4.2 of the Tender (Pipes supplied for use in natural gas transmission system or project in High Income OECD county)

- Please check the relevant "check box" and insert the additional details requested.
- The tables below can be copied and used by the Bidder to present more quantities of pipes manufactured and supplied.
- The information shall refer at least to the cumulative length of pipeline requested in the **Threshold Requirement as a minimum only.**

Alternative 2 – End User of Pipes & User of Pipes Location		Pipe's Length, Manufacturing & Supply year	Pipe's Specificati	on	Client's Name, Contact & Country
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 50 km):	Pipes Diameter (10" or above but less than 18"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client
		Year of Manufacturing & Supply (Since 2010):	Inches	Welding Type: ☐ HFI ☐ HFW ☐ ERI	Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Suppry (Since 2010).	Material Grade (at least X52):	Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 50 km): Year of Manufacturing & Syngly (Since 2010):	Pipes Diameter (10" or above but less than 18"): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No Welding Type: ☐ HFI ☐ HFW ☐ ERI	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Supply (Since 2010):	Material Grade (at least X52):	Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 50 km): Year of Manufacturing &	Pipes Diameter (10" or above but less than 18"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No Welding Type: ☐ HFI ☐ HFW ☐ ERI	Full name of client Contact person details:
Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Supply (Since 2010):	Material Grade (at least X52):	Design Pressure (bar) (At least 70 bars):	Country:



Category C, Alternative 2 – Clause 11.4.4.2 of the Tender (Bidder's plant located in OECD country)

Alternative 2 – End User of Pipes & User of Pipes Location		Pipe's Length, Manufacturing & Supply year	Pipe's Specificati	on	Client's Name, Contact & Country
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 50 km): Year of Manufacturing &	Pipes Diameter (10" or above but less than 18"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No Welding Type: ☐ HFI ☐ HFW ☐ ERI	Full name of client Contact person details:
Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Supply (Since 2010):	Material Grade (at least X52):	Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 50 km): Year of Manufacturing & Supply (Since 2010):	Pipes Diameter (10" or above but less than 18"): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No Welding Type: ☐ HFI ☐ HFW ☐ ERI	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No		Material Grade (at least X52):	Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 50 km): Year of Manufacturing &	Pipes Diameter (10" or above but less than 18"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No Welding Type: ☐ HFI ☐ HFW ☐ ERI	Full name of client Contact person details:
Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Supply (Since 2010):	Material Grade (at least X52):	Design Pressure (bar) (At least 70 bars):	Country:



Category C, Alternative 2 – Clause 11.4.4.2 of the Tender (Bidder's plant located in OECD country)

Alternative 2 – End User of Pipes & User of Pipes Location		Pipe's Length, Manufacturing & Supply year	Pipe's Specificat	ion	Client's Name, Contact & Country
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 50 km):	Pipes Diameter (10" or above but less than 18"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client
		Year of Manufacturing & Supply (Since 2010):	Inches	Welding Type: ☐ HFI ☐ HFW ☐ ERI	Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Suppry (Since 2010).	Material Grade (at least X52):	Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 50 km):	Pipes Diameter (10" or above but less than 18"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client
	Client is the end user	Year of Manufacturing & Supply (Since 2010):	Inches Crode	Welding Type: ☐ HFI ☐ HFW ☐ ERI	Contact person details:
☐ Natural Gas Project, Name:	of the Pipes: Yes No		Material Grade (at least X52):	Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 50 km):	Pipes Diameter (10" or above but less than 18"):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client
		Year of Manufacturing & Supply (Since 2010):	Inches	Welding Type: ☐ HFI ☐ HFW ☐ ERI	Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Supply (Since 2010).	Material Grade (at least X52):	Design Pressure (bar) (At least 70 bars):	Country:
Bidder's Confirmation					
We, the undersigned, confirm the above deta	ils, on behalf of			[Insert Bidder's nam	e] (the " Bidder "):
By:					Date:
Ву:	Title:			Signature & Stamp:	Date:



Table A11(1) – Threshold Requirements, Past Experience, Category D - Offshore (all diameters) Alternative 1 – Clause 11.4.4.1 of the Tender (Bidder's plant located in OECD country)

- Please check the relevant "check box" and insert the additional details requested.
- The tables below can be copied and used by the Bidder to present more quantities of pipes manufactured and supplied.
- The information shall refer at least to the cumulative length of pipeline requested in the **Threshold Requirement as a minimum only.**

Alternative 1 - Supplier Plant's Location	Pipe's Length, Manufacturing & Supply year	Pipe's Specification			Client's Name, Contact & Country
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches Material Grade (at least X52):	Welding Type: ☐ Longitudinal ☐ HFI ☐ HF	I FW □ ERI	Contact person details: Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches Material Grade (at least X52):	Welding Type: ☐ Longitudinal ☐ HFI ☐ HF	I ™ □ ERI	Contact person details: Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches Material Grade (at least X52):	Welding Type: ☐ Longitudinal ☐ HFI ☐ HF	I FW □ ERI	Contact person details: Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches Material Grade (at least X52):	Welding Type: ☐ Longitudinal ☐ HFI ☐ HF	W □ ERI	Contact person details: Country:



Category D, Alternative 1 – Clause 11.4.4.1 of the Tender (Bidder's plant located in OECD country)

Alternative 1 - Supplier Plant's Location	Pipe's Length, Manufacturing & Supply year	Pipe's Specification			Client's Name, Contact & Country
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 20 km): Year of Manufacturing & Supply (Since 2010):	Pipes Diameter (20" or above): Inches Material Grade (at least X52):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No Welding Type: ☐ Longitudinal ☐ HFI ☐ HF	Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details:
Supplier's Plant in OECD Country	Pipe Length (Km)	Pipes Diameter	Manufacturing Standard:	Design Pressure	Country: Full name of client
& City:	(Aggregate total 20 km):	(20" or above):	API 5L Nen ISO 3183 PSL2: Yes No	(bar) (At least 70 bars):	
	Year of Manufacturing & Supply (Since 2010):	Material Grade (at least X52):	Welding Type: ☐ Longitudinal ☐ HFI ☐ HF	W 🗌 ERI	Contact person details: Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches Material Grade (at least X52):	Welding Type: ☐ Longitudinal ☐ HFI ☐ HF	W \square ERI	Contact person details: Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches Material Grade (at least X52):	Welding Type: ☐ Longitudinal ☐ HFI ☐ HF	W □ ERI	Contact person details: Country:



Category D, Alternative 1 – Clause 11.4.4.1 of the Tender (Bidder's plant located in OECD country)

Alternative 1 - Supplier Plant's Location	Pipe's Length, Manufacturing & Supply year	Pipe's Specification			Client's Name, Contact & Country
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since 2010):	Inches	W. L.C.		Contact person details:
	2010).	Material Grade (at least X52):	Welding Type: ☐ Longitudinal ☐ HFI ☐ HF	W □ ERI	Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since	Inches			Contact person details:
	2010):	Material Grade (at least X52):	Welding Type: ☐ Longitudinal ☐ HFI ☐ HF	™ □ ERI	Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since	Inches			Contact person details:
	2010):		Welding Type: ☐ Longitudinal ☐ HFI ☐ HFW ☐ ERI		Country:
Supplier's Plant in OECD Country & City:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above):	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client
	Year of Manufacturing & Supply (Since	Inches			Contact person details:
	2010):	Material Grade (at least X52):	Welding Type: Longitudinal HFI HFW ERI		Country:
Bidder's Confirmation					
We, the undersigned, confirm	n the above details, on behalf of			[Insert Bidder's nam	e] (the " Bidder "):
By:	Title:		Signa	ature & Stamp:	Date:
By:	Title:		Signa	ature & Stamp:	Date:



Table A11(2) – Threshold Requirements, Past Experience, Category D - Offshore (all diameters)

Alternative 2 – Clause 11.4.4.2 of the Tender (Pipes supplied for use in natural gas transmission system or project in High Income OECD county)

- Please check the relevant "check box" and insert the additional details requested.
- The tables below can be copied and used by the Bidder to present more quantities of pipes manufactured and supplied.
- The information shall refer at least to the cumulative length of pipeline requested in the **Threshold Requirement as a minimum only.**

Alternative 2 – End User of Pipes & User of Pipes Location		Pipe's Length, Manufacturing & Supply year	Pipe's Specifica	tion	Client's Name, Contact & Country
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade (at least X52):	Welding Type: Longitudinal HFI HFW ERI Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No Welding Type:	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade (at least X52):	Weiding Type. ☐ Longitudinal ☐ HFI ☐ HFW ☐ ERI Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade (at least X52):	Welding Type: Longitudinal HFI HFW ERI Design Pressure (bar) (At least 70 bars):	Country:



Category D, Alternative 2 – Clause 11.4.4.2 of the Tender (Bidder's plant located in OECD country)

Alternative 2 – End User of Pipes & User of Pipes Location		Pipe's Length, Manufacturing & Supply year	Pipe's Specifica	ition	Client's Name, Contact & Country
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade (at least X52):	Welding Type: Longitudinal HFI HFW ERI Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade (at least X52):	Welding Type: Longitudinal HFI HFW ERI Design Pressure (bar) (At least 70 bars):	Country:
☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km) (Aggregate total 20 km):	Pipes Diameter (20" or above): Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Full name of client Contact person details:
☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2010):	Material Grade (at least X52):	Welding Type: Longitudinal HFI HFW ERI Design Pressure (bar) (At least 70 bars):	Country:



Category D, Alternative 2 – Clause 11.4.4.2 of the Tender (Bidder's plant located in OECD country)

Alternative 2 – Find User of Pines & User of Pines Location		Pipe's Length, Manufacturing & Supply year	Pipe's Specification		Client's Name, Contact & Country
 □ Natural Gas Transmission system, Name: □ Natural Gas Project, Name: 	High Income OECD country: Client is the end user of the Pipes: Yes No	Pipe Length (Km) (Aggregate total 20 km): Year of Manufacturing & Supply (Since 2010):	Pipes Diameter (20" or above): Inches Material Grade (at least X52):	Manufacturing Standard: API 5L Nen ISO 3183 PSL2: Yes No Welding Type: Longitudinal HFI HFW ERI Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details: Country:
 □ Natural Gas Transmission system, Name: □ Natural Gas Project, Name: 	High Income OECD country: Client is the end user of the Pipes: Yes No	Pipe Length (Km) (Aggregate total 20 km): Year of Manufacturing & Supply (Since 2010):	Pipes Diameter (20" or above): Inches Material Grade (at least X52):	Manufacturing Standard: API 5L Nen ISO 3183 PSL2: Yes No Welding Type: Longitudinal HFI HFW ERI Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details: Country:
 □ Natural Gas Transmission system, Name: □ Natural Gas Project, Name: 	High Income OECD country: Client is the end user of the Pipes: Yes No	Pipe Length (Km) (Aggregate total 20 km): Year of Manufacturing & Supply (Since 2010):	Pipes Diameter (20" or above): Inches Material Grade (at least X52):	Manufacturing Standard: API 5L Nen ISO 3183 PSL2: Yes No Welding Type: Longitudinal HFI HFW ERI Design Pressure (bar) (At least 70 bars):	Full name of client Contact person details: Country:
Bidder's Confirmation We, the undersigned, confirm the above detail	ls, on behalf of			[Insert Bidder's name] (t	he " Bidder "):
By:					Date:



Annex A12 – Financial Capabilities Tender No. INGL/TENDER/2019/06

	2015	2016	2017	2018
Turnove	er			
Cash flo	ow			
Equity	Not relevant	Not relevant	(**)	(**)
	9			NIS/Euro.
☐ Annua	al "weighted average"	turnover over the cours	se of 2016 – 2018	NIS/Euro.
☐ Annua	al " weighted average "	cash flow over the cou	rse of 2015 – 2017	7 NIS/Euro.
☐ Annua	al " weighted average "	cash flow over the cou	rse of 2016 – 2018	8 NIS/Euro.
(2016*30 Where the be as follows)		/ 100 audited financial stater	•	2018 the calculation shall
(**) Insert t	the figure according to	he <u>last</u> audited financi	al statements of th	ne Bidder (2017 or 2018).
We, the	undersigned, bei	ng the independe	nt certified p	public accountants of
tables is a	= ' '	nfirm that such inform	ation is the same	ion included in the above information as appears in
	Signature		Date	



Annex A13 – Irrevocable Power of Attorney for Bidder's Authorized Representative Tender No. INGL/TENDER/2019/06

10 Isra	ael Natural Gas Lines Company Ltd.
Atidin	n Tower, Tel-Aviv, Israel
We, th	ne undersigned
Name	e of Bidder Parent Company (if applicable)
hereby	appoint and empower ** Bidder's name] to be the Authorized Representative of
`	nafter: the "Bidder") and to perform and/or sign on our behalf, throughout the Tender Process, any of the actions, matters, agreements and/or documents set forth hereinafter:
1.	To receive on behalf of the Bidder all Tender Documents and all documents and other material which may be issued by the Company to the Bidders throughout the Tender Process.
2.	To submit, on behalf of the Bidder, to the Company, all requests for clarification, proposed amendments and other inputs which the Company may require from the Bidder from time to time throughout the Tender Process.
3.	To give the Bidder's consent to changes of schedule and/or other conditions of the Tender Process which may be required by the Company from time to time throughout the Tender Process.
4.	To appear in the name of the Bidder and on its/their behalf before the Company and/or any

representative of the Company, in all matters, including and in addition to those set forth

herein, affecting or connected with the Tender Process, and to sign and execute any document

before the Company and/or its representatives on behalf of the Bidder, and to perform all

actions and matters which are required of the Authorized Representative of the Bidder to



- perform in accordance with the Tender Documents, and/or which may be required of the Authorized Representative by the Company.
- 5. This Power of Attorney may not be revoked, transferred or changed in any way without the prior written approval of the Company.

We hereby undertake to confirm and uphold any act or matter which our Authorized Representative shall do or cause by virtue of this power of attorney.

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

International Public Tender for the Manufacture and Supply of High Pressure Natural Gas Pipes (Tender No. INGL/TENDER/2019/06).

In Witness whereof, the parties hereto have signed this power of attorney:

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



Annex A14 – Israeli Bidder Affidavit Tender No. INGL/TENDER/2019/06 1976 - תצהיר לפי חוק עסקאות גופים ציבוריים, תשל"ו

חר שהוזהרתי כי עלי להצהיר את האמת וכי אהיה	,, לא	ת.ז	אני החיימ,
את כדלקמן :	אה כן, מצהיר/ה בז	ז הקבועים בחוק באם לא אעי	צפוי/ה לעונשיכ
(להלן : יי המשתתף יי)	c-	שמש בתפקיד	1. הנני מע
	משתתף.	סמך ליתן תצהיר זה מטעם ה	2. הנני מו
	האמורים להלן:	מן את הסעיף הרלוונטי מבין ו	3. יש לסנ
; ***;	* לא הורשעו** ביור	המשתתף או בעל זיקה אליו	
משתי עבירות, אך במועד האחרון להגשת הצעות	יו הורשעו ביותר נ	המשתתף או בעל זיקה אל	
האחרונה.	ת ממועד ההרשעה	במכרז חלפה שנה אחת לפחו	
אות גופים ציבוריים, תשלייו – 1976.	יף 2ב(א) לחוק עסק	ייבעל זיקהיי– כהגדרתו בסעי	*
ברה לאחר יום 31.10.02.	י חלוט בעבירה שנע	ייהורשעיי – הורשע בפסק דין	**
מייז -1987 או עבירה לפי חוק עובדים זרים (איסור התשנייא – 1991 ולעניין עסקאות לקבלת שירות יני העבודה, התשעייב – 2011, גם עבירה על הוראות זוק.	נ תנאים הוגנים), ברת האכיפה של די	העסקה שלא כדין והבטחה	***
	האמורים להלן:	מן את הסעיף הרלוונטי מבין	4. יש ל ס נ
ות לאנשים עם מוגבלות, התשנייח – 1998 (להלן :	, ,	·	
	לות על המשתתף.	יי חוק שוויון זכויות יי) אינן חי	
חלות על המשתתף והוא מקיים אותן.	לחוק שוויון זכויות	חלופה בי – הוראות סעיף 9 י	
שיך ולסמן בחלופות המשנה הרלוונטיות להלן:	י בי לעיל – יש להמ	נף שסימן את חלופה ב [,] בסעין	5. למשתר
דים.	ק פחות מ- 100 עוב׳	חלופה (1) – המשתתף מעסיי	
פחות, והוא מתחייב לפנות למנכייל משרד העבודה	זיק 100 עובדים לנ	חלופה (2) – המשתתף מעי	
יישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, שומן.		הרווחה, והשירותים החבר ובמידת הצורך – לשם קבלת	



במקרה שהמשתתף התחייב בעבר לפנות למנכ״ל משרד העבודה הרווחה, והשירותים החברתיים לפי הוראות חלופה (2) לעיל, ונעשתה עמו התקשרות שלגביה הוא תחייב כאמור באותה חלופה (2) – הוא מצהיר כי פנה כנדרש ממנו, ואם קיבל הנחיות ליישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, הוא גם פעל ליישומן.

זכויות, הוא גם פעל ליישומן.	
למשתתף שסימן את חלופה ב' לעיל- המשתתף מתחייב להעביר העתק מתצהיר זה למנכ"ל משרד העבודה והרווחה והשירותים החברתיים בתוך 30 ימים ממועד התקשרותו עם המועצה (ככל שתהיה התקשרות כאמור)	.6
הנני מצהיר/ה כי זהו שמי, זו חתימתי ותוכן תצהירי אמת.	.7
חתימת המצהיר	
אימות חתימה	
החיימ, עוייד (מ.ר), מאשר בזאת כי ביום הופיע/ה בפני מר/גבי, עוייד (מ.ר), מאשר בזאת כי ביום הפאח וכי יהא/תהא	אני

צפוי/ה לעונשים הקבועים בחוק אם לא יעשה/תעשה כן, אישר/ה בפני את תוכן תצהירו/ה לעיל בחתמו/ה עליו

בפני.



Annex A15(1) – Binding Undertaking by Foreign Supplier INGL/TENDER/2019/06

BINDING UNDERTAKINGS BY FOREIGN SUPPLIER

	ng Undertakings Instrument (" Undertaking ") is made as of [] by []
	orporation duly incorporated and existing under the laws of [] incorporation], company number [] with address at("Supplier").
Whereas,	according to the Israeli Mandatory Bidding Regulations (Mandatory Industrial Cooperation) of 2007 a Foreign Supplier who participates in a procurement process conducted by Buyer (as such term is defined below), or otherwise engages Buyer, for the purpose of acquisition by Buyer of goods, equipment, services or work, at a value as defined under the Regulations, is required to engage in industrial cooperation activity in Israel; and -
Whereas,	the Supplier, is a Foreign Supplier (as such term is defined below) and participates in a procurement process number INGL/TENDER/2019/06 issued by Israeli Natural Gas Lines Company Ltd. (the "Buyer") for the International Public Tender for the Manufacture and Supply of High Pressure Natural Gas Pipes (the "Tender") or otherwise wishes to engage with Buyer for the supply of goods, equipment, services or work; and -
Whereas,	Supplier hereby undertakes that, should it be awarded in the framework of the Tender (or otherwise contract with Buyer), Supplier shall conduct such industrial cooperation in such nature and scope as set forth in this binding Undertaking, including appendices thereof.
warrant and	RE , in consideration of these premises, I, the undersigned Supplier, hereby declare, undertake towards the State of Israel (represented for the purposes hereof by the ICA (as defined below)), as follows:
1. PREAM	BLE, INTERPRETATION AND DEFINITIONS
	preamble and Schedules to this Undertaking and the Appendices attached hereto titute integral parts hereof.
1.2 Sect	ion headings have been included in this Undertaking for convenience of reference only

- 1.2 Section headings have been included in this Undertaking for convenience of reference only and shall not be used for the interpretation thereof and in no way alter, modify, amend, limit, or restrict any contractual obligations of the Supplier hereunder.
- 1.3 This binding Undertaking is provided in accordance with Israeli Statute and Regulations (as such terms are defined below) and the ICA Guidelines as presented in the official website of the ICA.
- 1.4 Terms used herein and not otherwise defined shall have the same meaning as ascribed thereto in Statute or Regulations.

Without derogating from the above, in this Undertaking, the following terms shall have the meaning ascribed thereto below:



"Buyer" as defined in the preamble to this Undertaking above.

"Contract" shall mean the procurement contract between the Buyer and the Supplier which shall be entered into between Buyer and Supplier should the Supplier be awarded in the framework of the Tender, or otherwise, for the purpose of acquisition by Buyer from Supplier of goods, equipment, services or work.

"Contract Value" – the total considerations to be paid to Supplier in the framework of the Contract or in relation thereto, including taxes, levies, fees, insurance and transportation costs, and - in respect of imported goods - their CIF price in an Israeli port, including taxes, levies, fees, insurance and transportation costs, all - without giving effect to any deductions, set-offs or fines. Contract Value includes, without limitation – (1) any payment which, under the Contract, the Buyer is required to pay to Supplier and Supplier is required to transfer to another; (2) any payments which any third party is required to pay to Supplier, by virtue of the Contract; (3) any payments, including payments as stated in paragraphs (1) or (2) above included in any option of Buyer under the Contract; (4) any continuation contract in excess of USD 500,000 that is made within a period of 5 years from the date of the Contract; and (5) any acquisition of spare parts, training activities, maintenance, technical assistance, guarantees etc. procured in the framework of the Contract or in relation thereto.

"**Foreign supplier**" – a manufacturer, supplier or importer of imported goods or a supplier of work that is not performed in Israel, whether himself or by means of others. For the purpose of this undertaking and subject to its terms and conditions, importer of imported goods and their manufacturer are considered jointly and severally a Foreign Supplier.

For the removal of doubt, the Foreign Supplier's Subsidiaries or affiliates shall be considered as Foreign Supplier, For the purpose of this undertaking.

"Subsidiary" - a company in which the Foreign Supplier holds fifty percent or more of the nominal value of its issued share capital or of the voting power therein or is entitled to appoint fifty percent or more of its directors.

"Affiliate" – a company in which another company - which is not a parent company thereof - holds twenty-five percent or more of the nominal value of its issued share capital or of the voting power therein or is entitled to appoint twenty-five percent or more of its directors;

"Israeli made Goods" - goods made in Israel or in the Area (as such term is defined under the Statute) by a producer who is an Israeli citizen, or a permanent resident of Israel, or a body corporate registered in Israel, on condition that the price of their Israel content constitutes at least 35% of the proposed price, all — as defined under the Regulations. Goods manufactured outside of the State of Israel may only be recognized as Israeli-Made Goods at the prior written approval of ICA and under the terms and conditions as defined under the Regulations.

"ICA" shall mean The Foreign Investments and Industrial Cooperation Authority operating in the Ministry of Economy and Industry.

"**Industrial Cooperation**" shall mean the business activities in Israel as set forth in section 4 of the Regulation.

"Local Subcontracting" shall mean the execution of contract/s to purchase Israeli Made Goods (as such term is defined under the Regulations), or to procure Works or services in



Israel (as such term is defined under the Regulations), all - for the purpose of performing the Supplier's undertakings under the Contract.

"**Regulations**" shall mean the Mandatory Bidding Regulations (Mandatory Industrial Cooperation) of 2007, a curtsey translation to English thereof are presented in the official website of the ICA.

For the removal of doubt, in any case of contradiction between the provisions of the Regulations and the English translation thereof, the provisions of the Regulations shall govern.

"Statute" shall mean the Mandatory Bidding Law of 1992.

"Work or Services in Israel" - work or services executed in Israel or in the Area by an Israel citizen or by a permanent resident in Israel, or by a body corporate registered in Israel.

2. GENERAL

- 2.1 The Supplier hereby declares, warrants and undertakes towards the State of Israel (represented for the purposes hereof by the ICA), that subject to the signing of the Contract, it shall perform and put into practice Industrial Cooperation in Israel at a scope, nature and timetables as set forth in this Undertaking and the Implementation Plan (as such term is defined below) and shall fully comply with all of its undertakings hereunder.
- 2.2 This Binding Undertaking may further include special terms and conditions as set forth in **Appendix "A"** hereof.

3. EXTENT OF THE INDUSTRIAL COOPERATION

The scope of Industrial Cooperation that shall be	carried out by the Supplier shall be at an
amount of at least% of the Contract Value,	US\$ [Contract
Value]. i.e. a total amount of US\$	[The scope of Industrial
Cooperation].	

The Contract Value for the purposes of calculating the scope of Industrial Cooperation hereunder shall be adjusted, as required, in any case of a change in the Contract Value.

4. NATURE OF INDUSTRIAL COOPERATION

- 4.1 Industrial Cooperation may be conducted by means of Local Subcontracting, investments, research and development, transfer of know-how or purchase of Israeli-Made Goods (as such term is defined above), or Works or services in Israel (as such term is defined above).
 - Supplier undertakes to perform Local Subcontracting at a value of no less than 20% of the Contract Value.
- 4.2 Industrial Cooperation shall not include:
 - 4.2.1 Expenses, including agent's commission, incurred to promote the sales of the Supplier in Israel;
 - 4.2.2 The purchase of shares of companies that are subject to the Israeli Securities Law, 5728 1968 ("Securities Law"), at a rate at which the purchaser does not become an interested party as defined in the Securities Law; and -
 - 4.2.3 Investments, acquisition and funding of research and development work that shall be deemed Industrial Cooperation, shall not include grants given by the Government of Israel as part of an investment program or funding.



5. PERIOD AND TIMETABLE

- 5.1 The Supplier's Industrial Cooperation undertakings hereunder shall be fully executed within the period of the Contract ("Industrial Cooperation Period"). Without derogating from the above, or from any right or remedy of the ICA hereunder or at law, in any case this Undertaking shall not be terminated until full Industrial Cooperation obligations hereunder are fully complied with by Supplier.
- 5.2 The Supplier's undertakings for Industrial Cooperation hereunder shall be fulfilled at a fixed amount every year on a linear basis, unless otherwise approved by the ICA and included in the Implementation Plan.

6. IMPLEMENTATION PLAN

- 6.1 A comprehensive detailed implementation plan for the fulfilment of Supplier's Industrial Cooperation obligations hereunder is Attached as <u>Appendix "B"</u> ("Implementation Plan"). Any change or adjustment of the Implementation Plan may only be done by the prior written approval of the ICA.
 - The Implementation Plan shall apply to the whole period of the Contract.
- 6.2 Supplier hereby warrants and represents that the Implementation Plan reflects its good faith estimation of the business opportunities for performance of its Industrial Cooperation undertakings hereunder in scope and in timetable as defined hereunder. Such Implementation Plan was established by Supplier after thorough review and examination and in-depth survey for potential real investments or other Industrial Cooperation activities in Israel.
- 6.3 Supplier hereby undertakes that it will continue to invest efforts, using customary reasonable measures, for exploring and establishing Industrial Cooperation in Israel in accordance with its undertakings hereunder, including the use of consultation services, conducting a professional survey in Israel, visiting business entities in Israel, participating in Israeli industry conferences, etc., and shall pursue full implementation of the Industrial Cooperation as described in the Implementation Plan.
- 6.4 ICA may, at any time, require Supplier to submit clarifications, additions or modifications to the Implementation Plan, inter alia in order to reflect actual changes in Supplier's Industrial Cooperation, or in the case of a default or a potential default by Supplier (and without prejudicing from any right or remedy of ICA) in order for Supplier to cure any such default and fully comply with its undertakings hereunder. Supplier hereby undertakes to comply with all such requirements by ICA.
- 6.5 Any industrial cooperation activity to be carried out by the Supplier which is not part of an approved Implementation Plan will be subject to ICA's prior written approval in order for it to be credited as Industrial Cooperation.

7. **REPORTS**

- 7.1 The Supplier shall submit to the ICA an annual report regarding the fulfilment of the undertakings for Industrial Cooperation stated in this Undertaking (the "**Progress Report**").
- 7.2 The Progress Report for each calendar year shall be submitted no later than March 31st of the following calendar year. ICA may, at any time, require the submission of additional Progress Reports, including in case of a default or a potential default of the Implementation Plan.
- 7.3 The Progress Report shall include the following details:
 - 7.3.1 Performance against anticipated Industrial Cooperation under the Implementation Plan.



- 7.3.2 A summary of all the claims for Industrial Cooperation credits in a form attached as **Appendix "C"** hereof approved by the Supplier's independent auditor. For each one of the credit claims the Supplier shall submit a confirmation of the Israeli supplier signed by an authorized signatory, at the form included in **Appendix "C1"**.
- 7.3.3 Any additional information, which may be required by the ICA, regarding the activities carried out toward the fulfilment of the Supplier's undertakings.
- 7.4 A final report regarding the scope of the Industrial Cooperation and Local Subcontracting as actually implemented and the nature thereof shall be submitted by the Supplier, along with the approval of Supplier's auditor to such report, no later than 30 days after the end of the Industrial Cooperation Period.

8. BREACH BY SUPPLIER

- 8.1 Breach by Supplier of the provisions of Sections 2.1, 3, 4.2, 5.1, 6.2, 6.3, 7.1 or 7.4 of this Undertaking shall be considered as fundamental breach of this Undertaking.
- 8.2 Any other breach by Supplier of this Undertaking, which is not cured within 30 days of ICA's written demand (or an extended cure term as defined by the ICA, at its sole discretion) shall become a fundamental breach.

9. LIQUDATED DAMAGES

- 9.1 During the Industrial Cooperation Period, the ICA will determine the following parameters, as at the end of each calendar year ("**Evaluation Date**"):
 - 9.1.1 The Supplier's accumulated obligations for Industrial Cooperation under this Undertaking from the commencement of the Industrial Cooperation Period until the Evaluation Date.
 - 9.1.2 The Supplier's accumulated volume of Industrial Cooperation performed by Supplier and approved by ICA, from commencement of the Industrial Cooperation Period and until the Evaluation Date.
- 9.2 In any case that the balance between section 9.1.1 minus section 9.1.2 above is positive ("Unfulfilled Obligation"), i.e., at the relevant Evaluation Date, the Supplier has not fully complied with its Industrial Cooperation undertakings hereunder, Supplier agrees and undertakes to pay the State of Israel liquidated damages, at an amount equal to 2% of the Unfulfilled Obligation.
 - Supplier hereby warrants and confirms that the above liquidated damages constitutes reasonably estimated damages which will be caused to the State of Israel in any case of breach of its undertakings hereunder.
- 9.3 The provisions of this Section 9 above shall not prejudice or derogate from any right or remedy of ICA hereunder or at law.

10. INDUSTRIAL COOPERATION COORDINATOR

10.1	Supplier shall appoint one person in Israel which will serve as Supplier's liaison person vis-à-vis ICA. As at the date of signing the Contract, the Industrial Cooperation Coordinator is:
	[Name]
	[Address]
	[Telephone]
	[Fax]
	[Fmail]



- 10.2 The Industrial Cooperation Coordinator will represent the Supplier for all purposes hereunder and will serve as the Supplier liaison person also vis-à-vis Israeli industry and other business entities.
- 10.3 In case the Industrial Cooperation Coordinator is replaced at any time in the future, the Supplier is committed to notify the ICA of the identity of the new Industrial Cooperation Coordinator within 7 days from the time the replacement took place.

11. LAW AND JURISDICTION

- 11.1 This Undertaking shall be exclusively governed by and construed in accordance with the substantive laws of the State of Israel without giving effect to any choice of law or conflict of law provision or rule.
- 11.2 The competent courts of the State of Israel shall have exclusive jurisdiction over any and all disputed arising from or related to this Undertaking, to exclude the jurisdiction of any other competent court of any other jurisdiction.

12. MISCELLANEOUS

- 12.1 The records of ICA pertaining to the execution of the Supplier undertakings hereunder shall serve as prima facie evidence to the contents thereof.
- 12.2 Any activity of the Supplier with the Israeli industry carried out prior to being awarded with the Contract shall not be eligible for crediting purposes.
- 12.3 This binding Undertaking shall constitute an integral and inseparable part of the Contract and is hereby signed for the benefit of the State of Israel.
- 12.4 This Undertaking and Appendices thereof constitute the entire understandings and undertakings by the Supplier towards the State of Israel and replaces and supersedes any and all previous, agreements or understandings, all of which shall be null and void.
- 12.5 Any amendment and/or supplement to this Undertaking shall be in writing, signed by Supplier and approved by ICA.

IN WITNESS WHEREOF, this Undertaking has been executed by the Supplier, as of the day and year first hereinabove written.

Signature of an authorized officer on behalf of the foreign supplier (Not the Importer):

Foreign Supplier [Company name]:

Name:

Title:

Date:



1 1	omitted (and/or the Contract is signed) by an importer, this un uthorized officer on behalf of the importer:	ndertakin
Importer [Company name]:	1	
Name:		
Title:		_
Signature:	Date:	



Appendix B

Implementation Plan

_													
	sued Irsua								Dated . document,			company	name]
									hereby submit				_
									s follows:				
1.	Ou	ır ful	filme		es wi	ll be i		•	one or more of	the fo	ollowing	Industrial	
		Local	Subc	ontracting									
		Acqui	isition	of Israeli	Produ	icts, V	Vork or	Services	3				
		R&D	Orde	rs									
		Invest	tment	s									
		Know	-How	transfer									
		Other	•••••										
2.	An	ıticip	ated /	Approxi	mate	dates	of the	followi	ng mile stones i	mple	ementatio	on:	
	a.	Con	ducti	ng an Isra	neli in	ndustr	y surve	ey			• • • • • • • • • • • • • • • • • • • •		
	b.	Proj	jects a	and partne	ers se	lectio	n					•••	
	c.	Star	ting o	date of IC	activ	ities i	implem	entatio	n				
	d.	Full	prog	ram acco	mplis	hmen	ıt		• • • • • • • • • • • • • • • • • • • •			•	



3. Following is our prospective Fulfillment Program:

Industrial Cooperation	Transaction Description			Acquisition of Israeli Products Site of Production		Local Subcontractor	Names of Israeli Entities Involved	Transaction Value (in	Israeli entity's Contact Person
Category	Description	Start Date	Due Date	Country	City	Yes/No	Entities involved	USD/EUR)	info.
							Total Fulfillment		

Total Fulfillment	
Value	
Total Local Subcontracting value	



Signature of all authorized officer on behalf of th	le foreign supplier (Not the Importer):
Name (Supplier):	Title:
Signature (Supplier):	. Date:
Name (Importer): *	. Title:*
Signature (Importer): *	. Date:*

^{*} If the Tender proposal is submitted (and/or the Contract is signed) by an importer, this undertaking should also be signed by an authorized officer on behalf of the importer.



Annex A15(2) - ICA Appendix (Mandatory Industrial Cooperation) in respect to Tender No INGL/TENDER/2019/06

1. A Foreign Supplier is required to fulfill industrial cooperation as defined in the Israeli Mandatory Bidding Regulations (Mandatory Industrial Cooperation), 5767-2007 (hereinafter: "the Regulations") to the extent of 20 or 35 or 50 percent of the contract value (as applicable) where at least 20% of the contract value must be performed in a way of local subcontracting (for the purpose of performing the Supplier's undertakings under the Contract).

For the avoidance of doubt:

1.1 **"Foreign Supplier"** - for the purpose of mandatory industrial cooperation - manufacturer, supplier, importer of imported goods or a supplier of work that is not being performed in Israel, whether by himself or by means of others.

The location of incorporation, the official address or business center of the Foreign Supplier or its shareholders is immaterial in this regard

- 1.2 "**Israeli made goods"** goods manufactured in Israel or in the Area or another place approved by the ICA and in which the price of the Israeli content therein constitutes at least 35 percent of the bid price (including taxes, levies, statutory fees, insurance and transportation expenses).
- 1.3 "**Israeli content Price**" as such is defined in the Mandatory Tenders Regulations (Preference of Israeli Made Goods), 5755-1995.
- 1.4 "Imported Goods" goods that are not manufactured in Israel.
- 2. A threshold condition for the participation of a Foreign Supplier in the tender is that he shall submit, together with his bid price a Binding Undertaking for industrial cooperation (hereinafter: "Undertaking") including an implementation plan complying with its undertaking to carry out industrial corporation (hereinafter: "Implementation Plan") via form C of the ICA Guidelines for Israeli Buyers, both having been duly completed, signed and certified as required in these Forms.

Attached is the Undertaking that should be submitted together with the bid price.

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¹The extent of the Industrial Cooperation shall be an amount equal to at least **35%** of the value of the transaction or the value of the contract.

If the purpose of the transaction or the contract is to purchase security equipment of the Ministry of Defense, including a reference unit within its meaning in the Mandatory Tenders Regulations (Defense Establishment Contracts), 5753 - 1993, the extent of the Industrial Cooperation required shall be at least **50%** of the value of the transaction or the contract.

In respect of tenders relating to civil procurements to which the GPA Agreement applies, the extent of required industrial cooperation from Foreign Suppliers from the signatory countries shall only amount to 20% of the value of the transaction or the contract.



In the case of a Foreign Supplier who is an importer, signature will be required from both the manufacturer of the goods and the importer.

In so far as it concerns a Foreign Supplier who is under Umbrella Agreement for Industrial Cooperation with the Industrial Cooperation Authority (hereinafter: The "ICA") the Foreign Supplier shall submit, together with his bid price a "Supplier's Binding Undertaking under UICA" including "Updated Implementation Plan" via Form H of the ICA's Guidelines for Israeli Buyers.

The Foreign Supplier is aware that the mere fact of submission of the aforementioned duly completed documents (Form C and Appendix B or Forms H and H1) does not mean that these documents are approved by the ICA. The substance of these documents require examination and approval by the ICA, this being a condition for receiving the ICA's approval for Contract engagement between the Buyer and the successful Foreign Supplier. It may be that the Foreign Supplier will be required to amend these documents in accordance with the requirements of the ICA and as a condition for signing the contract between him and the Buyer, in the event of having him won the tender.

- 3. The Foreign Supplier is aware that signature of the contract between him and the Buyer is contingent upon the approval of the ICA, upon the provisions of the ICA Regulations and its Guidelines having been fully complied with, including approval of the Implementation Plan submitted by him.
- 4. The Foreign Supplier is aware that in the event of him being defined by the ICA as a Foreign Supplier under monitoring, the ICA may require, in addition to the Undertaking and the Implementation Plan, that he submit an Instrument of Guarantee for the implementation of his Binding Undertaking to fulfill industrial cooperation, as a condition for the ICA approval of signature of the contract between him and the Buyer, and this in the binding form D.

The amount of the Guarantee will be equivalent to the aggregate amount of the annual agreed liquidated damages under the Undertaking or the UICA.

A Foreign Suppler under monitoring, who is required to submit a Letter of Guarantee as aforesaid, will be entitled to demand a change or update of the amount of the Guarantee depending upon the pace of his annual implementation, provided that he has met the targets of the Implementation Plan (if not otherwise stated in the Implementation Plan, the minimum annual pace is linear).

- 5. The potential Foreign Suppliers are invited to arrange meetings with the representatives of the ICA in order to obtain assistance in the planning and structuring of an optimum Implementation Plan to be submitted together with the tender bids.
- 6. Guidelines, forms and contact details of the ICA can be obtained on the internet website: www.ica.gov.il



Table A16 – Quality Requirements, Past Experience

- For the purpose of Clause 18.2(A) of the Tender Past experience in the manufacture of high-pressure natural gas Pipes of the relevant Pipe Category **as of 2012** meeting (as a minimum) the Company's specifications regarding design pressure, material grade, wall thickness, specification level, etc.).
- "Alternative 1" & "Alternative 2" in the tables below:

For the purpose of the Quality evaluation, the Bidder should present manufacturing of pipes meeting **ONE** of the Alternatives 1 or 2.

However, in any event, the Bidder is requested also to refer the details requested in BOTH Alternatives 1 & 2, in order to present a full information to the Company.

- Please check the relevant "check box" and insert the additional details requested.
- The tables below can be copied and used by the Bidder to present more quantities of pipes manufactured and supplied.

Alternative 1 - Supplier Plant's Location	Alternative 2 – End User of Pipes & User of Pipes Locati	ion	Pipe's Length, Manufacturing & Supply year	Pipe's Specification	1	Client's Name, Contact & Country	
Supplier's Plant in OECD Country & City:	☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km):	Pipes Diameter: Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client:
	☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2012):	Material Grade: (30" - at least X60, 36" - at least X70: 18" and below – at least X52)	Welding Type: Longitudinal Spiral HFI HFW ERI	Outside Coating Material	Contact person details: Clients Country:
Supplier's Plant in OECD Country & City:	☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km):	Pipes Diameter: Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client:
	☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2012):	Material Grade: (30" - at least X60, 36" - at least X70: 18" and below – at least X52)	Welding Type: Longitudinal Spiral HFI HFW ERI	Outside Coating Material	Contact person details: Clients Country:



Table A16 – Quality Requirements, Past Experience

Alternative 1 - Supplier Plant's Location	Alternative 2 – End User of Pipes & User of Pipes Locati	ion	Pipe's Length, Manufacturing & Supply year	Pipe's Specification			Client's Name, Contact & Country
Supplier's Plant in OECD Country & City:	☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km):	Pipes Diameter: Inches	Manufacturing Standard: API 5L Nen ISO 3183 PSL2: Yes No	Design Pressure (bar) (At least 70 bars):	Full name of client:
	☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2012):	Material Grade: (30" - at least X60, 36" - at least X70: 18" and below – at least X52)	Welding Type: Longitudinal Spiral HFI HFW ERI	Outside Coating Material	Contact person details: Clients Country:
Supplier's Plant in OECD Country & City:	☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km):	Pipes Diameter: Inches	Manufacturing Standard: API 5L Nen ISO 3183 PSL2: Yes No	Design Pressure (bar) (At least 70 bars):	Full name of client:
	Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2012):	Material Grade: (30" - at least X60, 36" - at least X70: 18" and below – at least X52)	Welding Type: Longitudinal Spiral HFI HFW ERI	Outside Coating Material	Contact person details: Clients Country:
Supplier's Plant in OECD Country & City:	☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km):	Pipes Diameter: Inches	Manufacturing Standard: API 5L Nen ISO 3183 PSL2: Yes No	Design Pressure (bar) (At least 70 bars):	Full name of client:
	☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2012):	Material Grade: (30" - at least X60, 36" - at least X70: 18" and below – at least X52)	Welding Type: Longitudinal Spiral HFI HFW ERI	Outside Coating Material	Contact person details: Clients Country:



Table A16 – Quality Requirements, Past Experience

Alternative 1 - Supplier Plant's Location	Alternative 2 – End User of Pipes & User of Pipes Locat	ion	Pipe's Length, Manufacturing & Supply year	Pipe's Specification			Client's Name, Contact & Country	
Supplier's Plant in OECD Country & City:	☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km):	Pipes Diameter: Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client:	
	☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2012):	Material Grade: (30" - at least X60, 36" - at least X70: 18" and below – at least X52)	Welding Type: Longitudinal Spiral HFI HFW ERI	Outside Coating Material	Contact person details: Clients Country:	
Supplier's Plant in OECD Country & City:	☐ Natural Gas Transmission system, Name:	High Income OECD country:	Pipe Length (Km):	Pipes Diameter: Inches	Manufacturing Standard: ☐ API 5L ☐ Nen ☐ ISO 3183 PSL2: ☐ Yes ☐ No	Design Pressure (bar) (At least 70 bars):	Full name of client:	
	☐ Natural Gas Project, Name:	Client is the end user of the Pipes: Yes No	Year of Manufacturing & Supply (Since 2012):	Material Grade: (30" - at least X60, 36" - at least X70: 18" and below – at least X52)	Welding Type: Longitudinal Spiral HFI HFW ERI	Outside Coating Material	Contact person details: Clients Country:	
	onfirmation dersigned, confirm the above details, on beha	lf of			[Insert Bidder's na	me] (the " Bidder	"):	
Ву:		Title:			_ Signature & Stamp:		Date:	
					Signature & Stamp:		Date:	

394233



Annex A17 – Quality Requirements Tender No. INGL/TENDER/2019/06

• The Bidder shall attach to its Bid in Envelope to the information required below, in an ordinarily manner, referring separately to each of the sections, numerated together with a table of content.

For the purpose of Quality evaluation of our Bid in accordance with Clause 18.2 of the Tender, we hereby attach to our Bid, on behalf of

[Insert the Bidder's Name] (the "Bidder"), the Bidder's methodology and details, as requested in the Tender, regarding to the following matters:

1. Manufacturing Capabilities

- 1.1. Manufacturing, calibration and coating equipment (including quantity of manufacturing lines and machines for back up).
- 1.2. Laboratory equipment.
- 1.3. NDT personnel's qualifications (at production line stations).
- 1.4. Storage yard / facility raw material and pipes.
- 1.5. Welding and coating rate.
- 1.6. Welding failures statistics.
- 1.7. Main sources of raw materials for relevant diameters.
- 1.8. Means of pipe mobilization and distance to port.
- 1.9. Overseas repairing teams and equipment.

2. Quality Assurance & HSE procedures

- 2.1. Quality assurance policies, procedures and manuals.
- 2.2. Health, Safety and Environment procedures.
- 2.3. Safety management plan (risk assessment) for pipes mobilization (including until delivery at the client premises).
- 2.4. Back up procedures for manufacturing line failure and recovery.



3. Quality Management System

- 3.1. EN or ISO quality system model.
- 3.2. A diagram and written description of the quality management system structure.
- 3.3. QA and QC personnel experience.

4. Implementation of Procedures & Inspection during manufacturing

- 4.1. Manner of implementation of QA methods and inspection.
- 4.2. Manner of implementation of QC methods and inspection.
- 4.3. Manner of implementation of safety procedures.
- 4.4. Example of an approved Inspection Test plan (ITP) for high pressure (70 bars) natural gas pipeline for the relevant diameter of the Bid and the manner of its implementation (the largest diameter of the pipe Category relevant to the Bidder's Bid).
- 4.5. Monitoring of raw material manufacturing and raw material acceptance and traceability procedures.
- 4.6. Calibration and testing procedures.
- 4.7. Manner of selection of certified Third Party Company (TPI) including selection of inspectors in the mill.
- 4.8. Manner of providing inspection release notes.
- 4.9. Storage procedures and their implementation.
- 4.10. Loading and unloading procedures and their implementation.
- 4.11. Mobilization of pipes from the mill to the client safety and protective measures.
- 4.12. Defects reporting and corrective actions procedure.

5. Documentation

- 5.1. Reports provided to the client during manufacturing.
- 5.2. Manufacturing reports (welding, dimensional control (gauging), coating, visual inspection, NDT etc.).



- 5.3. GANTT chart for all activities until delivery to the client.
- 5.4. Documentation provided to the client upon delivery, including Quality Certificates, Manufacturing Data Book (Pipe Book) and Packing List.

We confirm the above details submitted in accordance with Annex A13(2) of the Tender on behalf of the Bidder are true, accurate and shall be considered as a material undertaking on behalf of the Bidder, to manufacture and supply the Pipes to the Company according to the Contract, in accordance with the above methodology and details provided in our Bid:

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



Annex A18 – Form of Tender Bond Tender No. INGL/TENDER/2018/07

(Envelope 3)

Ban	k
То	Israel Natural Gas Lines Company Ltd.
Ati	dim Tower, Tel-Aviv, Israel
1.	By this guarantee (the "Guarantee") we,[Insert name
	of Bank], having our address at (the
	"Guarantor"), hereby guarantee to pay you any and all amounts up to the aggregate sum
	of 50,000 Euro / № 200,000 New Israeli Shekel [insert the applicable amount of the 2
	alternatives: Euro or NIS] (the "Guaranteed Amount") that you may demand from
	, (the "Bidder") in connection with the bid submitted by the Bidder for
	Tender number INGL/TENDER/2019/06.
2.	Upon receipt of a written request from you, we shall, within 7 days of receiving such written request, sent by messenger or registered mail, pay you the full sum that you claimed in such written request up to the Guaranteed Amount, without you having to prove your claim against the Bidder and without you having to claim such amount from the Bidder prior to sending us such written request.
3.	This Guarantee is effective as of (insert the Date of issuance) and shall remain valid and in full force and effect until January 31, 2020 .
4.	Any demand under this Guarantee shall be submitted to the address set forth above during regular working hours.
5.	The benefit of this Guarantee may be assigned by Company.
6.	This Guarantee shall be governed in accordance with the Laws of the State of Israel and any proceedings for enforcement shall be brought exclusively before the competent courts of the Tel Aviv Ddistrict, Israel.



In Witness Whereof, we have caused this Guarantee to be executed by one or more of ou
officer's thereunto duly authorized on this day of, 2019.
[][Insert complete name of Bank]
By:
Name:
Title



Annex A19 – Manufacturing Facility of the Pipes & Alternative Steel Manufacturer for Casing Pipe Tender No. INGL/TENDER/2019/06

(Envelope 3)

We,	the	undersigne	d	hereby		und	lertake	on	behalf	of
								[ins	ert Bidder's	name]
pursuant	to the	International	Public	Tender	for	the	Manufactu	ire and	Supply of	Pipes
(INGL/	TENDE	R/2019/06) (do	oc. no. 3	394233)						
1. Prod	luction I	Facility of the	Pipes							
1.1.	Batch 1	- 36''								
	Name of	f Manufacturer	's Mill:							
	Manufa	cturer's mill ful	ll addre	ss:						
1.2.	Batch 2	-36"								
	Name of	f Manufacturer	's Mill:							
	Manufa	cturer's mill ful	ll addre	ss:						
1.3.	Batch 3	-48" (Casing	g Pipe)							
	Name of	f Manufacturer	's Mill:							
	Manufa	cturer's mill ful	ll addre	ss:						
1.4.	Batch 1	- 24''								······································
	Name of	f Manufacturer	's Mill:							
	Manufa	cturer's mill ful	ll addre	ss:						
1.5.	Batch 1	-18''								
	Name of	f Manufacturer	's Mill:							
	Manufac	cturer's mill ful	ll addre	ss:						



2. Alternative Raw Material Casing Pipe Manufacturer

For the purpose of manufacturing of Casing Pipes **only**, and according to Clause 1.5 and 15.6 of this Tender, the Bidder may offer a Raw Material Manufacturer ("**Steel Manufacturer**") which is not included in the Approved Steel Manufacturers List attached in **Annex A3** of the Contract. However its approval shall remain at the sole discretion of the Company.

the Company.

If using raw material manufacturer which is not included in the Approved Steel Manufacturer List, please provide the following information:

The Raw Material Manufacturer Name:

Raw Material manufacturing mill address:

Raw Material Certificates (copies), if available, may be attached to the Bid.

Raw Material Certificates are attached.

We confirm the above details on behalf of the Bidder:

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



Annex A20 – Quotation Price Form (Bill of Quantities & Time Schedule) Tender No. INGL/TENDER/2019/06 (Envelope 3)

** Hard copy document is attached separately to the Tender booklet **