



Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

March 9, 2020
Ref.: 236601

Public Tender No. 007-20
Invitation to Submit Bids

To: All Tender Participants

Dear Sir / Madam,

Re: **Public Tender No. 007-20**

Petroleum and Energy Infrastructures Ltd. and/or Oil Products Pipeline Ltd. (the “**Company**”) hereby invites the submission of bids for the supply of butterfly valves as specified in the Technical Specifications and Bill of Quantities attached hereto (the “**Goods**”), according to the following terms and conditions.

In this Tender, “**NIS**” means New Israeli Shekels, “**USD**” or the “**\$**” symbol means United States Dollars, and “**Euro**” or the “**€**” symbol means Euros. Price quotes may be provided in NIS, USD or Euro; however, the currency provisions of Section 17.5 shall apply. Each price quote includes all costs, expenses and tax, as further described in Section 17.6 below.

1. **The Tender Documents**

This invitation to bid (this “**Invitation**”) together with the documents listed below and attached hereto (the “**Tender Documents**”), together form one integral unit, comprising a single invitation to bid under the terms described herein and therein (which invitation to bid as expressed in the Tender Documents may hereinafter be referred to as the “**Tender**”):

- 1.1. Form of the bidder’s general declaration – Annex A;
- 1.2. Form of declaration regarding non-collusive tendering – Annex B;
- 1.3. Form of declaration regarding brokerage fees – Annex C;
- 1.4. **Note:** Annex D has been intentionally omitted from this Tender;
- 1.5. Form of Manufacturer’s declaration – Annex E;
- 1.6. A bill of quantities of the Goods – Annex F (the “**Bill of Quantities**”)
- 1.7. Technical specifications regarding the Goods– Annex G (the “**Technical Specifications**”);





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

- 1.8. Form of the engagement contract, including the Exhibits attached thereto (the “**Contract**”) – Annex H; and
- 1.9. For Israeli bidders – Annex J.

Any capitalized term in the other Tender Documents shall have the meaning ascribed to that term in this Invitation, unless specifically indicated otherwise therein; and any capitalized term in this Invitation which is defined only in another Tender Document shall have the meaning ascribed to that term in that Tender Document.

In the case of any conflict between the Tender Documents, these rules of interpretation shall apply, in the following order of precedence:

- (a) The executed contract between the Company and the winning bidder(s) shall comprise the entire agreement between those parties and shall supersede and replace any previous documents, agreements or understandings between them;
- (b) In the event of a conflict between any other Tender Document and the Technical Specifications or Bill of Quantities (including a bidder’s price quotes as described in the completed Bill of Quantities), the terms of the Technical Specifications or Bill of Quantities shall prevail;
- (c) In the event of a conflict between the Contract and any other Tender Document, the terms of the Contract shall prevail;
- (d) In the event of a conflict between this Invitation and any other Tender Document, the terms of this Invitation shall prevail; and
- (e) In the event of any other conflict, discrepancy, or question of interpretation, the reasonable construction or interpretation which is most conducive to ensuring that, in consideration of the price quoted by the selected bidder, the Company shall receive, in a lawful and efficient manner, the entire amount of Goods ordered to its satisfaction, shall prevail.

2. **The Goods, Location and Date of Supply**

- 2.1. The Goods shall meet the requirements of the Technical Specifications and the Bill of Quantities, and shall be manufactured in a country which is a member of the OECD or EU.
- 2.2. The Goods will be supplied CIF (Incoterms 2010) Ashdod port.
- 2.3. The supply of all Goods will be performed to Ashdod port no later than 14 weeks after receipt of an order from the Company. It is emphasized that any delay in supply of Goods which deviates from this deadline will be considered a fundamental breach of contract, and will cause the supplier to be liable for liquidated damages as described in the Contract.





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

- 2.4. It is clarified that the terms of supply provided in this Section 2 are for the sake of convenience only. The full and actual terms and conditions of supply shall be in accordance with the provisions of the Contract.

3. **Preconditions**

A bid or bidder which does not meet each of the conditions specified below on the date of that bid's submission (the "**Submission Date**") will be disqualified:

- 3.1. The bid, including all attachments and documents related thereto, has been physically received in the tender box at the Company's offices at HaSadna'ot 3, Herzliya 4672830, ISRAEL, by no later than **March 24, 2020** at 23:59 Israel time (the "**Submission Deadline**").
- 3.2. The bidder is eligible to participate in the Company's tenders, and has not, as of the Submission Date, been notified by the Company in writing of any suspension of its participation in accordance with the Company's procedures.
- 3.3. (a) For non-Israeli bidders: The bidder is not subject to sanctions, investigations, or other restrictions by a governmental authority of its home jurisdiction which would render it ineligible to participate in tenders of governmental corporations or other public bodies in its home jurisdiction.
(b) For Israeli bidders: The bidder is eligible to participate in the Tender and enter into the Contract in accordance with the relevant provisions of Israeli law concerning transactions with public bodies; and the bidder has a valid approval pursuant to the provisions of the Public Bodies Transactions Law, 5736-1976.
- 3.4. The bid indicates that it shall be for supply of Goods: (a) which are manufactured in an OECD or EU country; **and** (b) which meet the requirements of the Technical Specifications and the Bill of Quantities, as evidenced by the bidder's and Manufacturers' respective signatures in conformance with Sections 4.2 and 4.3 below (including as implied by Section 4.11 below, to the degree relevant).
- 3.5. For Israeli bidders: The bidder is registered in any registry as may be required by law and holds all licenses as may be required by law with respect to the subject matter of the engagement, and if there is an official Israeli standard (within the meaning thereof in the Standards Law, 5713-1953) on the subject matter of the engagement, the bidder meets the requirements of such standard.
- 3.6. The bid indicates all proposed Manufacturer(s) of Goods for each item in the Bill of Quantities, and **each** such Manufacturer is ***one of the following***:





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

3.6.1. A manufacturer which has been approved by the Company in a previous order, or in its evaluation of tender documents submitted by the bidder, for orders placed or tenders evaluated in the course of calendar years 2018 or 2019; **or**

3.6.2. A manufacturer which meets **both** of the following conditions:

3.6.2.1. It has produced goods of the type regarding which it is proposed (in the bid) to be a Manufacturer, at the production site at which it is proposed (in its bid) that its manufacturing stage or process regarding the Goods shall take place, to a Qualified Customer in an OECD or EU member country, in an aggregate value of not less than US\$ 1 million during the period between 24.3.2017 and the Submission Deadline; ***and***

3.6.2.2. It is ***not*** any of the following manufacturers (or an affiliate thereof), with whose products the Company has had negative experience in the past:

- 3.6.2.2.1. DHV;
- 3.6.2.2.2. Neway;
- 3.6.2.2.3. SCV;
- 3.6.2.2.4. Walwarth; or
- 3.6.2.2.5. Friulco.

3.6.3. In this Tender, “**Manufacturer**” means a person or entity responsible for any stage, portion or process relating to the manufacture of Goods, from raw materials to finished form as described in the Technical Specifications.

3.6.4. In Section 3.6.3.1 above, “**Qualified Customer**” means an affiliate of any of the following:

- 3.6.4.1. B.P.;
- 3.6.4.2. Chevron;
- 3.6.4.3. Exxon Mobil;
- 3.6.4.4. Kinder Morgan; or
- 3.6.4.5. Shell.

3.7. The bidder’s net shareholder’s equity for fiscal year 2018 was positive and, to the best of bidder’s commercial knowledge on the Submission Date, there is no indication that the bidder’s net shareholder’s equity for fiscal year 2019 would be negative.

4. **Documents Required to be Attached to the Bid**

The documents described in Sections 4.1 through 4.9 below, shall be included in the bid:





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

- 4.1. For Israeli bidders, a copy (certified by a lawyer as true to original) of a valid approval pursuant to the provisions of the Public Bodies Transactions Law, 5736-1976.
- 4.2. A copy of the Bill of Quantities, showing the bidder's price quote in the appropriate space(s) provided, signed by the bidder.
- 4.3. A copy of the Technical Specifications, signed by the bidder (for each item) as well as by each Manufacturer of each item, indicating thereby:
 - (a) the Manufacturers' acknowledgement of the Technical Specifications and that its actual manufacture of the Goods will take place in an OECD or EU member country;
 - (b) the bidder's undertaking to supply the Goods in conformance with such Technical Specifications, unused and as manufactured by the relevant Manufacturers; and
 - (c) the bidder's representation that a complete report of all relevant Manufactures has been provided therein. (*Note: In this Tender the term "Manufacturer" is defined in Section 3.6.3 above.*)
- 4.4. For Israeli bidders: Confirmation regarding (1) registration of the bidder in any registry as may be required by law, (2) any licenses as may be required by law and (3) compliance with any official Israeli standard that may exist, all of the above with respect to the subject matter of the engagement.
- 4.5. One of the following:
 - (a) The bidder's audited financial statement(s) for the fiscal year ending 31 December 2019, showing that as of that date the bidder's net shareholders' equity was positive;
 - (b) The bidder's audited financial statement(s) for a different period ending no earlier than 31 December 2018, showing that as of the end of such period the bidder's net shareholders' equity was positive, *provided that* such statement(s) is accompanied by the confirmation of a certified public accountant licensed in the bidder's jurisdiction identifying such financial statement(s) as the bidders' latest existing audited financial statement(s); or
 - (c) If the bidder is not required by applicable law to release its audited financial statements to the public, a letter addressed to the Company and signed by a certified public accountant licensed in the bidder's jurisdiction and responsible for the bidder's accounting ("**Bidder's Accountant**"), stating that the bidder's net shareholders' equity as of 31 December 2019 was positive, or that the bidder's net shareholders' equity as of 31 December 2018 was positive, and that the Bidder's Accountant has no knowledge of any indication that the bidder's net shareholder's equity for fiscal year 2019 may be negative.





Finance Division - Procurement & Engagements Department

- 4.6. The following Tender Documents, completed and duly executed by the bidder's authorized signatories:
- 4.6.1. Annex A
 - 4.6.2. Annex B;
 - 4.6.3. Annex C; and
 - 4.6.4. for Israeli bidders, Annex J.
- 4.7. For any Manufacturer not previously approved by the Company as per Section 3.6.1 above: Annex E, completed and duly executed by each such Manufacturer and confirmed by a certified public accountant licensed in that Manufacturer's jurisdiction and engaged as that Manufacturer's accountant. (*Note: In this Tender the term "Manufacturer" is defined in Section 3.6.3 above.*) For a Manufacturer previously approved by the Company as per Section 3.6.1 above, the bidder must reference the tender and/or order in which such Manufacturer was approved.
- 4.8. Annex H, signed by the bidder's authorized signatory in acceptance of the contractual terms and conditions therein. It is clarified that acceptance of such contractual terms and conditions forms an essential and integral part of the bid.
- 4.9. Bids for supply of Goods made in Israel must also be submitted together with the documents required in Section 11 in order to gain the benefit of the Preference Regulations.
- 4.10. [Reserved]
- 4.11. Bidders whose bids were previously received and approved for consideration in the course of the Company's public tender No. 045-19 or other public tender of Company in calendar year 2019 are **not** required to submit the documents described in Sections 4.1, 4.3, 4.4, 4.5, or 4.7 herein, to the extent that such submissions would be redundant or repetitive. Any such bidder failing to submit updated versions of such documents together with its bid in this Tender is representing that no event or passage of time has occurred which would affect the representations, undertakings, confirmations and/or acknowledgments contained or described therein or thereby (including the representations and/or undertakings of any Manufacturers relevant to such bidder's bid in this Tender).
- 4.12. A bid which does not include each of the relevant documents specified above may be automatically disqualified, with or without regard to its content; *however*, the Company may, at its sole discretion, request a particular bidder to supply one of the documents above following submission within a given period of time. If such bidder fails to supply the requested documents to the satisfaction of the Company, within such period of time as is given thereto for such purpose, the Company may disqualify its bid. If a bidder submits documentation in





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

excess of the requirements of this Section 4, the Company reserves the right to treat such excess documentation in the manner described in Section 6.2 below, which shall apply to such excess documentation, *mutatis mutandis*.

5. **Clarifications**

- 5.1. Bidders in the tender are required to thoroughly check the various Tender Documents. Any bidder who finds ambiguities, discrepancies or inconsistencies in or between the various Tender Documents or various provisions thereof, or any other inconsistency, may address the Company with a written request for clarification. Such written request must be delivered to the Company by email to purchasebid@pei.co.il, by no later than March 17, 2020.
- 5.2. Any bidder who fails to submit a written request for clarification as described in Section 5.1 above will be barred from raising any claim in the future regarding any ambiguities, discrepancies or inconsistencies in or between the various provisions of the Tender Documents.
- 5.3. It is emphasized that only written responses sent by the Company or its authorized agents are binding.
- 5.4. The bidder is aware and agrees that a written response to any question asked may, at the Company's discretion, be sent to all of the bidders, including as described in Section 5.5 below.
- 5.5. The Company may, in its discretion, publish any and all notices, updates, announcements and/or clarifications regarding this Tender to bidders who have registered at the Company's website (www.pei.co.il), which registration is each bidder's sole responsibility. Any update, announcement, clarification or other notice so published to registered bidders (a "**Notice to Bidders**") shall be deemed received by all bidders, effective immediately upon such publication.

6. **Modification of or Reservations to the Tender Documents**

- 6.1. It is clarified that the bidder may not modify, add to, omit from, or make any reservations or conditions to the Tender Documents in any way. The Company emphasizes that in any case in which the bidder believes that any clarification is required with respect to the terms and conditions of the Tender, it must address the Company in of the manner and within the timeframe set forth in Section 5.1 above.
- 6.2. If, the provisions of the above Section 6.1 notwithstanding, the bidder modifies, adds to, omits from, or makes any reservations or conditions to the Tender Documents in any way, the Company may, at its sole





Finance Division - Procurement & Engagements Department

discretion, act in accordance with any one or combination of the following options:

- 6.2.1. Ignore any reservation, modification or condition, and require the bidder to meet its bid as if it had been submitted without such reservation, modification or condition, and if the bidder refuses to do so, the Company shall be entitled to demand Liquidated Damages;
- 6.2.2. Accept any modification comprising or implying an additional undertaking, representation or guarantee by the bidder as part of the bid, *provided that* such additional condition shall not be considered in the comparison of bids or the award of contract.
- 6.2.3. Disqualify the bid, in whole or in part; or
- 6.2.4. Make any other decision that the Company may deem appropriate under the circumstances.

The bidder represents that it is aware that the Company may take any of the actions described above, whether with respect to its bid or other bids, and it hereby irrevocably waives any claim or argument against the Company in this regard.

- 6.3. It is clarified that by submitting its bid, each bidder represents that its price quotes have taken into account all terms and conditions of the Contract and this Tender, including without limitation the terms regarding split bids and partial orders, and further including any terms and conditions regarding payment, currency, tax and expenses, and each bidder irrevocably waives any claim or argument to the contrary.

7. Split Bids and Partial Orders

- 7.1. Subject to the terms of this Section 7, the Company will be entitled, at its sole discretion, to split the award of contract for supply of different items in the Bill of Quantities between several bidders.
- 7.2. Any bidder who wishes to modify its price quote in the event that its bid is split must specify an adjustment surcharge in case of a split, clearly and legibly in the space provided in the bidder's declaration submitted in the form of Annex A. If a bidder fails to act as stated in this Section 7.2, the Company may split its bid without any additional surcharge; that bidder's price quote for the various components will be binding despite any split the Company may elect to make regarding such bid; and such bidder hereby irrevocably waives any claim or argument against the Company in this regard.





- 7.3. The Company may, at its discretion, reduce the quantity of Goods in its order, in accordance with its needs, and all relevant provisions of the Tender shall apply in such reduced quantity (including the price quote).
- 7.4. At any time within the timeframe set forth in Section 5.1 above, the Company reserves the right to amend the quantity of any Goods specified to the Bill of Quantities, by written notice to all potential bidders, including by Notice to Bidders as described in Section 5.5 above. In such event, each bid shall be regarded as if the quantities specified in that bid's signed Bill of Quantities (as per Section 4.2 above) were so amended.

8. **Inspection of the Bids**

- 8.1. The Company may, in its uncontrolled discretion, allow a bidder whose bid is incomplete or flawed to amend, supplement or clarify its bid (including for the purpose of demonstrating the bidder's compliance with the threshold conditions), in such manner and under such conditions as may be determined by the Company in its discretion and in keeping with applicable law.
- 8.2. The Company reserves the right to refrain from considering or to disqualify the bid of any bidder who fails to provide the Company with required information or who provides inaccurate information.
- 8.3. The bidder is required, without delay, to update the Company in writing and without delay regarding any change that may occur, if and when such change occurs, in the information delivered to the Company at any time from the Submission Date until the date of publication of the Company's decision regarding the award of contract, and if it is awarded contract, until the execution of the Contract.

9. **Disqualification of Bids**

- 9.1. The Company may disqualify any bid in accordance with the provisions of the Tender Documents and/or applicable law. Without derogating from the generality of the aforesaid, the Company may, in its discretion, disqualify any bid which is incomplete, mistaken, or based on any incorrect assumption or misunderstanding regarding the Tender, or any bid which may create a conflict of interest with other engagements of the bidder, including engagements of the bidder with the Company on other matters contemplated in the tender. The aforesaid does not derogate from the Company's right to waive or correct technical flaws which may occur in a bid in good faith, pursuant to the provisions of applicable law.
- 9.2. Without derogating from the generality of the aforesaid, the Company may disqualify, at its sole discretion, the bid of a bidder with whom the Company has had bad experience in previous engagements, including





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

any dissatisfaction or non-compliance with the required standards in any manner of performance of work, supply of goods or provision of services, any breach of undertakings vis-à-vis the Company, any suspicion of fraud, and other similar matters.

- 9.3. If at least five bids are submitted which meet the threshold conditions, the Company may, in its discretion, disqualify bids whose quote prices are in an amount whose value is less than 90% of the Qualified Average Amount of all bids which have met the threshold conditions. For purposes of this calculation, the “**Qualified Average Amount**” is the average amount of those bids meeting the threshold conditions after excluding the lowest such bid and the highest such bid, provided that if there are two identical lowest or highest such bids, those bids shall not be excluded from the computation of such average.
- 9.4. An estimate of this Tender’s value will have been made prior to the inspection of bids. The Company may, in its discretion, disqualify any bid which deviates significantly from that estimate.

10. Award of Contract

- 10.1. Subject to the other terms and conditions of this Tender, the bidder whose bid meets the threshold requirements and bears the lowest price quote shall receive award of the contract, subject to the terms and conditions of this Tender and applicable law.
- 10.2. Notwithstanding anything to the contrary, the Company may award the contract to a bid other than as described in Section 10.1 above:
 - 10.2.1. In accordance with another provision of this Tender which mandates or grants the Company discretion to consider and/or award contract to a different bid or bids;
 - 10.2.2. If the winning bidder has failed execute the Contract within 7 days of being notified of its award, or if the provisions of Section 13.3 otherwise apply; or
 - 10.2.3. Under special circumstances, and for special reasons which the Company shall commit to writing, after having given the bidder who would otherwise have been awarded the contract reasonable opportunity to present its case.
- 10.3. If a single qualifying bid is submitted, or a single bid remains for the tender committee’s consideration, at a price which is significantly less favorable to the Company than the estimated value described in Section 9.4 above, then the Company may inform such bidder accordingly, and may, in its sole and uncontrolled discretion: (a) allow that bidder to submit a more favorable bid by no later than a date which the Company





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

may determine, (b) award contract as per that bid in accordance with the terms and conditions of this Tender, or (c) cancel this Tender.

10.4. It is further clarified that the Company is free to refuse any bid and/or to cancel the Tender at any stage, in its discretion.

11. Priority for Goods made in Israel

11.1. The Company will give preference to bids for goods made in Israel according to the provisions of the Mandatory Tenders Regulations (Preference for Israeli Products and Mandatory Business Cooperation), 5755-1995 (the “**Preference Regulations**”), with regards to bids to supply Israeli goods whose quote price does not exceed the quote price of bids to supply imported goods by more than 15%.

11.2. In order to benefit from the preference stated in Section 11.1 above, a bidder is required to attach to its bid the following documents:

11.2.1. A declaration signed by the bidder's authorized signatories confirming that the value of the Israeli Price Component of the goods in question constitutes at least 35% of the Bid Price of those goods. The meaning of “**Israeli Price Component**” is as defined in the Preference Regulations: meaning the price of the goods, *ex works* of the Israeli Manufacturer, net of the costs of any raw materials, parts, consulting services, planning, manpower and financing that were used in the manufacture of the goods and which originate from outside of Israel.

11.2.2. A certificate that the manufacturer of the goods is an Israeli citizen or a permanent resident of Israel or a corporation registered in Israel.

11.2.3. Confirmation from an accountant regarding the percentage reflecting the ratio of the Israeli Price Component to the Bid Price of the relevant goods, as specified in the bidder's declaration. The confirmation shall be prepared in accordance with the accepted audit standards in Israel, and the bidder's declaration in Section 11.2.1 above shall be attached thereto, imprinted with the accountant's stamp for identification purposes only.

11.3. The Company reserves the right to investigate each item and determine, solely on the basis of its own professional discretion, whether a particular item is an Israeli Product meeting the Preference Regulations requirements, including whether or not manufacturing activities in Israel constitute a “substantial transformation”. The Company further reserves





the right to request from a bidder additional details or clarifications regarding that bidder's declaration as described in Section 11.2.1 above.

- 11.4. It is clarified that, in keeping with the decision of the Company's tender committee, the coating of goods in Israel will not be considered a "substantial transformation", and therefore will not, in and of itself, create a preference in accordance with the Preference Regulations.
- 11.5. In this Section 11, "**Bid Price**", "**Israel**", "**Israeli Manufacturer**", "**Israeli Product**" and "**substantial transformation**" have the meanings provided in or implied by the Preference Regulations

12. Negotiations or Additional Competitive Process

- 12.1. The Company reserves the right to negotiate with bidders whose bids are found to be adequate, subject to applicable law.
- 12.2. An estimate of the value of the engagement will be made for this Tender. In the event that all of the bids that are submitted in the tender less favorable to the Company than such estimate, the Company may, in its sole discretion, hold an additional competitive process between the bidders who submitted the most appropriate bids.
- 12.3. In the event that the Company elects, in its sole discretion, to hold an additional competitive process ("Best & Final"), the Company may approach such bidders as it may select in its discretion, and notify them that they are entitled to submit, within such timeframe as may be determined, a final bid. If such bidder does not submit another bid pursuant thereto, its first bid shall be deemed as its final bid.

13. Execution of Agreement with the Winning Bidder(s)

- 13.1. The Company will determine the bidder or bidders to be awarded contract, if any, and notify all bidders as soon as reasonably possible of the results. The notice of the winning bidder will not bind the Company until the Contract has been signed by the persons authorized to bind the Company thereby.
- 13.2. The engagement with the winning bidder will be based on a written agreement, the form of which is attached hereto as Annex H, and which constitutes an integral part hereof (the "**Contract**").
- 13.3. If a winning bidder fails to fully and accurately fulfill the terms, conditions, undertakings and requirements of the Tender, including if its bid includes any material misrepresentation(s), and/or if it fails to execute the Contract within 7 days of notification of award, then the Company may, in its sole discretion and without prejudice to any right or remedy otherwise available: (a) require such winning bidder to adhere





to its bid, as represented therein, as per the terms of the Contract, after adjustment of set-off for the amount described in Section 14.3(a) below; or (b) whether or not the Company has previously required the winning bidder to adhere to its bid as described in sub-section (a) above, at any time that a failure or misrepresentation described in this Section 13.3 remains unremedied, disqualify such bid retroactively, decide on a replacement bidder, and demand payment of the Liquidated Damages. The Company will notify such bidder of its decision without unreasonable delay.

- 13.4. Without derogating from the foregoing, the Company shall be entitled, even after determination of the winning bidder(s) and/or notice thereof, to retract such notice and not engage with any of the bidders, including the bidder whose bid was determined to be the winning bid. A reasoned notice of such decision as will be delivered to the winning bidder(s) as early as possible, under the circumstances. For the avoidance of doubt, it is hereby clarified that should the Company retract such notice as aforesaid, it will not be liable for any expense or damage that the winner or any other bidder may have suffered in connection with such determination or notice or otherwise in connection with participation in the tender, as the case may be.
- 13.5. The Company reserves the right to make adjustments to the Contract that will be signed with the winning bidder, in its sole discretion.

14. **Liquidated Damages**

- 14.1. By submitting its bid, each bidder agrees that, in addition to and without prejudice to any right or remedy otherwise available to the Company, it shall pay Liquidated Damages to the Company in the case of any of the following breaches:
- (a) The retraction of a bid (or substantial equivalent of the same);
 - (b) Any material misrepresentation in a bid, or any material breach of the Tender; or
 - (c) Failure to fulfil any requirement upon an award of contract, including execution of the Contract within 7 days of notification of award.
- 14.2. The Company will be entitled to recover the Liquidated Damages in any manner allowed by applicable law, including by right of set off against any obligation to such bidder, whether by virtue of this Tender or any other past or future tender, agreement or understanding, and shall further be entitled (at its discretion) to instigate proceedings against the breaching bidder and otherwise pursue the recovery of Liquidated Damages in any competent court or tribunal of the breaching bidder's jurisdiction.





14.3. In this Tender, “**Liquidated Damages**” means the aggregate of the following amounts:

(a) Regarding an Israeli bidder or a bidder whose quote is in NIS, the amount of NIS 25,000, regarding a non-Israeli bidder whose quote is in Euro, €6,500, and regarding a non-Israeli bidder whose quote is in USD, \$ 7,100;

(b) If the Company elects to disqualify a winning bid due to bidder’s breach of Tender as per Section 13.3(a) above, the difference between the breaching bidder’s bid and the replacement bid (as expressed in values reflecting the currency of the breaching bidder’s bid, as per the Bank of Israel representative exchange rate on the date of Company’s written notification to the breaching bidder), with an additional surcharge of 20% (twenty percent);

(b) Penalty interest and/or CPI adjustments as customarily imposed by courts of the bidder’s jurisdiction (and for a bidder whose quote is in NIS, as customarily imposed by courts in Israel); and

(c) All expenses reasonably incurred by Company in recovery of the amounts aforementioned, including legal expenses and attorneys’ fees.

14.4. The Liquidated Damages expressed in this Section 14 are in addition to and independent of the liquidated damages expressed in the Contract for failure or foreseen failure to deliver Goods in a timely fashion, (*see* Section 6.2(c) of the Contract).

15. **[Reserved]**

16. **Examination of bids**

16.1. Bidders may examine the Tender results, in accordance with the Mandatory Tenders Regulations, 5753-1993 (the “**Regulations**”), for a non-refundable fee of either NIS 1,000, USD 285, or €260, to be paid to the Company together with the examination request, which request must be received at the Company’s office by no later than 30 days from notice of non-award of contract or disqualification, as the case may be.

16.2. Together with submission of its bid, the bidder must provide a reasoned statement clearly specifying which parts (if any) of its bid constitute, in its opinion, a trade or professional secret which is not to be made available for examination by other bidders. If no such statement is provided, or if such portions of the bid are not clearly and specifically marked, the Company shall be entitled to make the entire bid available for the examination of other bidders.





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

- 16.3. It is clarified that a bidder who marks certain parts of its bid as a trade secret, by so doing waives its rights to examine the corresponding parts of other bids.
- 16.4. Nothing in the aforesaid shall be interpreted as any obligation or undertaking by the Company to treat any information as confidential and/or to prevent exposure of such information, if and to the extent such obligation or undertaking would conflict with any applicable law, including without limitation the Freedom of Information Law, 5758-1998 (the “**Information Law**”).
- 16.5. If and to the extent the Company is required to determine, in consideration of the Information Law and/or other applicable law, which details of a bid must be made available for the examination of other bidders, the Company, shall take into account, amongst other considerations, the bidder’s statement as described in Section 16.2 above. It is clarified, however, that this decision will be made in the Company’s sole discretion in keeping with applicable law, and by submitting its bid, the bidder agrees that it shall have no claim or argument whatsoever if its entire bid or any part thereof is made available for the examination of other bidders.
- 16.6. The bidder further agrees that if the Company is of the opinion that there is concern as to whether information in a bid that it requests to examine be disclosed, the Company may refrain from disclosing any such information, so long as no court order has been issued requiring such disclosure.

17. **General Provisions**

- 17.1. Any and all expenses involved in preparing the bid are at the bidder's expense only.
- 17.2. Bidders wishing to purchase the Tender Documents in hard copy may do so in consideration for a fee of NIS 500, to be paid to the Company upon the purchase of the documents at the Company's offices, 3 Hasadnaot St., Herzliya Pituach, on Sundays-Thursdays between 10:00-15:00, and after prior coordination with Ms. Talmor Sela, whose details are in Section 17.14 below. The purchase of the Tender Documents in hard copy is not required for participation in the tender.
- 17.3. The bid will be valid for 90 days following the Submission Deadline. Throughout this period, the bid shall be irrevocable. If need be, the Company may require bidders to extend the validity of their respective bids, and/or provide bid guarantees and/or performance guarantees. Bids which are not extended as aforesaid (or for which bid guarantees and/or performance guarantees as described above are not provided as required) shall be disqualified, even if such bid would otherwise have been





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

preferred, and the Company may continue the process of the Tender process in accordance with its needs, from amongst the bids which have been so extended and/or for which such guarantees have been provided.

- 17.4. Bidders may not withdraw their bids in the Tender so long as the bid is valid. A bidder withdrawing its bid in the tender shall be liable for Liquidated Damages to the Company, as described in Section 14 above, which amount the Company may collect by its first demand.
- 17.5. The bidder's price quote may be provided in NIS, USD or Euro; however, if prices are quoted by an Israeli bidder in a currency other than NIS, the Company will reserve the right to make payment to such Israeli bidder in NIS in accordance with the exchange rate current on date of invoice, as provided in the invoicing and payment terms of the Contract. A price quote expressed in a currency other than NIS, USD or Euro will be considered a modification of the Tender Documents, and the terms of Section 6.2 above will apply. If price quotes are expressed in multiple currencies, the Company may, at its sole discretion, deem the quote to have been provided in any of the currencies so expressed. A price quote expressed as a number without any legible expression of currency will be deemed as if expressed in NIS.
- 17.6. (a) It is clarified that each price quote is inclusive of all costs, expenses and tax (including VAT) associated with the provision or delivery of the Goods or fulfilment of any other condition of the Contract.
- (b) If and to the extent that Israeli VAT applies to the provision of the Goods, the bidder must indicate such Israeli VAT as a separate item in each relevant price quote and invoice. If, at any time and for whatever reason, the Company determines in its reasonable opinion that Israeli VAT applies to any bid, order, or invoice, the Company may unilaterally amend the amount of such bid, order or invoice such that Israeli VAT appears as a separate item and the total quote or amount due, after the addition of Israeli VAT, is equal to the putative amount of such bid, order, or invoice.
- (c) **"Israeli VAT"** means value added tax under the Value Added Tax Law, 5736-1975, at the rate current on date of payment; and **"VAT"** means any tax imposed by a governmental authority of any other jurisdiction in a manner similar to Israeli VAT.
- 17.7. By submitting its bid, each bidder undertakes to be irrevocably bound by the terms of Contract expressed in Annex H. It is clarified that each price quote expressed in a bid will be considered as taking into account all relevant provisions of the Contract and Tender, including without limitation any provisions regarding currency, payment, invoices, taxes, expenses, VAT, and delivery, as well as any representation or guarantee





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

expressed therein, effective as of the Submission Deadline and repeated upon execution of the Contract.

- 17.8. By submitting its bid, each bidder undertakes to be irrevocably bound by the confidentiality provisions of the Contract (as expressed in Section 11 of Annex H), effective as of the Submission Date.
- 17.9. Unless otherwise specified or implied otherwise by context, in this Tender: (a) “**bid**” refers to the entirety of the documents described in Section 4 and submitted to the Company by no later than the Submission Deadline and/or any part thereof, and is further deemed to include (i) any documents relied upon by inference as per Section 4.11, (ii) any documents or correspondence submitted in response to the Company’s request as per Section 4.9, and (iii) any excess documentation which the Company, in its discretion, decides to include in accordance with Sections 4.9 and/or 6.2.2; and (b) “**bidder**” means the party submitting a bid or interested in submitting a bid, as the case may be.
- 17.10. Non-fulfillment of one or more of the instructions in this tender may lead to the disqualification of the bid, at the Company’s sole discretion, and without derogating from any other right or remedy otherwise available to the Company.
- 17.11. It is clarified that the tender is subject to the provisions of Israeli tender law, including the Regulations, and nothing in the provisions of the Tender Documents shall be interpreted to derogate from any mandatory provisions therein or any other mandatory provisions of applicable law.
- 17.12. The bid must be submitted in a closed envelope by no later than the Submission Deadline, to the tender box which is located on the first floor of the Company's management offices at 3 Hasadnaot St., I.Z., Herzliya Pituach. “Tender No 007-20” must be clearly printed on the envelope. Bidders submitting their bid by courier are advised to instruct their courier service of the importance of placing their bid as a sealed enveloped in the tender box as per the above instructions.
- 17.13. The Company may, at any time, at its discretion, amend or modify the Tender Documents, provided that it gives written notice thereof to all of the bidders in the Tender, and the bidders in the Tender must prepare, adjust and/or amend their bids based on such amendments or modifications.
- 17.14. Any question may be referred to the undersigned via e-mail to purchasebid@pei.co.il.
- 17.15. All disputes relating to, arising from or in connection with this Tender and/or the Tender Documents shall be finally adjudicated by the competent courts of Israel, Tel Aviv District. This Tender and each of





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

the Tender Documents is governed by the law of the State of Israel,
without reference to its conflict of laws rules.

Sincerely,

Talmor Sela

Procurement & Engagements Department





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

Annex A – The Bidder’s General Declaration

To: Petroleum & Energy Infrastructures / Oil Products Pipeline Ltd.
3 Hasadnaot,
I.Z. Herzliya
ISRAEL

The undersigned,

(bidder's full name) _____ I.D. / Co.No. _____ Address
_____ Zip Code _____ Country _____ Tel:
_____ Mobile phone: _____ Fax: _____ e-mail:

(“we”) does hereby confirm, represent and undertake as follows:

1. We have read and thoroughly understood the provisions of all of the documents of “Public Tender No. 007-20: Invitation to Submit Bids”, including the annexes thereto and this form (the “**Tender**”, and such documents, the “**Tender Documents**”). Capitalized terms in this declaration, unless otherwise defined, have the meaning ascribed to those terms in the Tender Documents.
2. We agree to and accept all provisions of the Tender, as expressed in the Tender Documents, and we hereby waive any claim with respect to the Tender other than as specifically allowed for therein.
3. If and to the degree our bid is selected as per the procedures and conditions described in the Tender, we undertake to supply the Goods as defined in the Technical Specifications and Bill of Quantities in consideration of our price as quoted therein, in the quantities provided therein and/or as may be amended, all in accordance with the terms of the Tender and the Contract, and pursuant thereto we agree to sign and the Contract and be bound by its terms.
4. We understand that the supply will be CIF (Incoterms 2010) Ashdod port, on a date to be agreed upon between the Company and the selected bidder, and in any event no later than 14 weeks from the date of receipt of the Order.
5. Our quoted price is as indicated in our bid, and we understand that all conditions regarding payment (including but not limited to invoicing, currency, and the events and/or dates upon which payment is due) shall be in accordance with the Contract as per our bid, and we do not and shall not request any other manner or form of payment or consideration.
6. We understand that this bid may not be cancelled or revoked and is valid in accordance with Section 17.3 of the Invitation to submit bids, i.e. for 90 days from the Submission Deadline, and that withdrawal of our bid may result in





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

Liquidated Damages. We further understand that the Company may require us to either extend the validity of our bid and/or require bid and/or performance guarantees in order for our bid to remain under consideration.

7. We understand and agree that should our bid be selected as a winning bid, we will be automatically bound by the terms, conditions, and undertakings of the Contract, and that should we fail, following selection of our bid, to comply with the terms of the Tender and the Contract, our bid may be disqualified retroactively and we may be required to pay, inter alia, the difference between our bid and the replacement bid with an additional 20% surcharge.
8. We are aware that non-compliance with any of the pre-requirements described in Section 3 of the Invitation or any part thereof, and/or non-submission of any of the documents required in Section 4 of the Invitation, shall constitute grounds for disqualification of the bid, at the Company's sole discretion. We understand that our bid comprises a representation that all documents submitted with our bid in this Tender (including documents submitted with our bid in previous tenders as if repeated hereby, if and to the extent relied upon by us in our submission of this bid), including the undertakings, confirmations and acknowledgments made or described therein or thereby, are true, valid, and of continued effect in all material ways, unless otherwise indicated in our bid.
9. For sake of clarity, nothing in this our declaration shall be interpreted in a manner that would derogate from our full and unconditional acceptance of all terms of the Tender and the Contract.
10. We engage on an ongoing basis in the manufacture and/or import, export or supply of the Goods described in the Tender, and we undertake, should our bid be selected, to supply all such Goods as we may be requested under the terms of the Contract.
11. To the best of our knowledge, neither (a) submission of our bid according to the terms of the Tender nor (b) entry into or performance of the Contract, if and to the degree our bid is selected, would create a personal or business conflict of interest for any of us, our officers, our agents or our employees who are, have been or would be involved in the bid or performance of the Contract.
12. We undertake to keep confidential any information that may be disclosed, delivered or become known to us in the course of our dealings and undertakings with the Company regarding the Tender, other than information which (a) is or becomes public domain without fault of us, our directors, agents or employees, (b) reflects general knowledge or experience in our field of business or expertise, or (c) we are permitted to disclose by virtue of an explicit provision of the Tender or the Company's prior written approval. We shall not use, disclose, publish or otherwise allow for exposure of such information as described above to any person by any means whatsoever, without the Company's prior written consent on a case-by-case basis. In the event that our bid is selected, we will also ensure that our employees and any person who





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

provides services on our behalf in any matter regarding the Tender or the Contract shall fulfill the provisions of this undertaking, and shall be bound by confidentiality covenants no less strict than the same.

13. We are aware that in accordance with Section 7 of the Invitation to submit bids, the Company may elect to split its order between one or more bidders, in which case we wish to choose the alternative marked below:

One of the two options below should be clearly marked:

13.1. Our bid may be split, with no additional surcharge.

13.2. If the Company splits our bid, an adjustment surcharge of ____% (in words: _____ per cent) will apply to each item ordered. *[Note: if the adjustment surcharge is not filled in or is illegible, the Company reserves the right to split the bid with no additional surcharge.]*

Signature and stamp _____ Name of signatory _____

Date _____ Position _____





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

Annex B: Declaration regarding Non-Collusive Tendering

I the undersigned _____, holder of (I.D. no./passport no.) _____ (issued by the government of _____),¹ employed as _____ at _____ (the “**Bidder**”), after having been warned to tell the truth, failing which I will be liable for the penalties prescribed by law, do hereby declare in writing as follows, and do hereby make the following declaration in the Bidder’s name:

1. I am authorized to make and sign this declaration on behalf of the Bidder under the terms of the Bidder’s organizational documents and any relevant decision or authorization of the Bidder’s managers and/or directors.
2. I am the officer responsible at the Bidder for the bid submitted in this Tender on the Bidder’s behalf.
3. The prices and/or quantities stated in this bid were determined by the Bidder independently, without any consultation, arrangement or contact with another bidder or with another potential bidder, and were not presented to any other bidder or potential bidder, with the exception of sub-suppliers whom the Bidder intends to use in the framework of this bid, whose details are: _____ (if any – please state the name of the sub-supplier, the field in which it provides services and contact details).
4. Neither I nor the Bidder was involved in an attempt to dissuade any competitor from submitting bids in this tender.
5. Neither I nor the Bidder was involved in an attempt to cause any competitor to submit a bid higher or lower bid than the Bidder’s bid.
6. Neither I nor the Bidder was involved in an attempt to cause a competitor to submit an uncompetitive bid of any type.
7. This bid is submitted in good faith, and neither this bid nor any part thereof is the result of or arose from any arrangement or negotiations with another competitor, bidder or potential bidder in this Tender.
8. I undertake to notify the Company should any change occur in any of the above details from the time of execution of this affidavit until the Submission Deadline.
9. I am aware that the penalty for collusive tendering may be up to five years of actual imprisonment.

¹ Israeli individuals must provide ID number; non-Israeli individuals must provide passport number and country issuing the passport.





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

Date	Bidder's Name	Bidder's Stamp	Affiant's Name	Affiant's Signature
------	---------------	----------------	----------------	---------------------

Authentication (Israeli bidders only)

Note: Israeli bidders must authenticate this declaration by certification of a currently licensed Israeli lawyer according to the form provided below. Non-Israeli bidders may authenticate this declaration in a form and manner customary for authentication of documents or affidavits in their home jurisdiction, such that the non-Israeli bidder is satisfied that a person making such declaration falsely would be subject to punishment for perjury or other similar criminal offense in their home jurisdiction, and submission of this declaration (however submitted by such non-Israeli bidder) constitutes that bidder's representation to the Company that this is the case. Apostille is not required.

I the undersigned, Adv. _____, Lic. No. _____, of _____ St., do hereby confirm that on _____ appeared before me _____, (who identified himself by I.D. No. _____ / with whom I am personally acquainted), and did, after I warned him/her to tell the truth, failing which s/he would be liable for the penalties prescribed by law, confirm the veracity of and sign his/her declaration above.

Signature and Stamp





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

Annex C - Declaration Regarding "Brokerage Fees"

I the undersigned _____, holder of (I.D. no./passport no.) _____ (issued by the government of _____)², employed as _____ at _____ (the "**Bidder**"), after having been warned to tell the truth, failing which I will be liable for the penalties prescribed by law, do hereby declare in writing as follows, and do hereby make the following declaration, representation and undertaking in the Bidder's name:

1. I am authorized to make and sign this declaration and undertaking on behalf of the Bidder under the terms of the Bidder's organizational documents and any relevant decision or authorization of the Bidder's managers and/or directors.
2. I am the officer responsible at the Bidder for the bid submitted in this Tender on the Bidder's behalf.
3. This declaration, representation and undertaking is made without derogating from any duties or prohibitions that may otherwise apply by virtue of applicable law.
4. Neither I nor the Bidder has, and neither I nor the Bidder shall:
 - 4.1. offer, give or receive, whether directly or indirectly, any benefit, money or anything of value with the aim of directly or indirectly affecting any decision, act and/or omission of Petroleum and Energy Infrastructures Ltd. (the "**Company**") and/or any person acting on the Company's behalf and/or any other person or entity, in connection with the tender known by Tender No. 007-20 and/or any contract, order or other relationship related thereto or derived therefrom (any or all of the above, the "**Tender**");
 - 4.2. solicit, cooperate or otherwise communicate with, whether directly or indirectly, any officer, agent or employee of the Company, or any other person or entity, with the aim of directly or indirectly obtaining any information relating to the Tender which is privileged, confidential, or (whether or not privileged or confidential) not available to all of the Tender's bidders; or
 - 4.3. solicit, cooperate or otherwise communicate with, whether directly or indirectly, any officer, agent or employee of the Company, or any other person or entity, with the aim of fixing prices in an artificial and/or uncompetitive manner.
5. If, in the Company's opinion, a reasonable suspicion should arise indicating that either I or the Bidder may have acted contrary to the provisions of Section 4 above, it is acknowledged and agreed that the Company shall have the right,

² Israeli individuals must provide ID number; non-Israeli individuals must provide passport number and country issuing the passport.





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

acting in its sole and uncontrolled discretion, to exclude the Bidder from the Tender or any other procurement process in respect of which such suspicion may arise (a “**Procurement**”) and may, in its sole discretion, disqualify the Bidder’s bid(s) in any Procurement and/or cancel, at any time, the Bidder’s winning bid(s) in any Procurement and/or terminate, at any time, any contract or order derived from or otherwise related to any Procurement.

6. I will bring the content of this declaration and undertaking to the attention of the Bidder’s employees, sub-contractors, representatives, agents and any other person who is involved in any way in the Tender on the Bidder’s behalf.
7. References to me in this declaration shall be deemed to include (with regards to the Bidder’s declaration and undertaking without reservation, and with regards to my declaration to the extent of my actual knowledge) all employees, representatives, sub-contractors or agents of the Bidder as described in paragraph 6 above.
8. In witness whereof:

Name: _____

Signature: _____

The Company's stamp: _____

Authentication (Israeli bidders only)

Note: Israeli bidders must authenticate this declaration by certification of a currently licensed Israeli lawyer according to the form provided below. Non-Israeli bidders may authenticate this declaration in a form and manner customary for authentication of documents or affidavits in their home jurisdiction, such that the non-Israeli bidder is satisfied that a person making such declaration falsely would be subject to punishment for perjury or other similar criminal offense in their home jurisdiction, and submission of this declaration (however submitted by such non-Israeli bidder) constitutes that bidder’s representation to the Company that this is the case. Apostille is not required.

I the undersigned, Adv. _____, Lic. No. _____, of _____ St., do hereby confirm that on _____ appeared before me _____, (who identified himself by I.D. No. _____ / with whom I am personally acquainted), and did, after I warned him/her to tell the truth, failing which s/he would be liable for the penalties prescribed by law, confirm the veracity of and sign his/her declaration above.

Signature and Stamp





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

Note: Annex D has been intentionally deleted from this Tender





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

Annex E: Form of Manufacturer's Declaration

*Note: this completed form must be submitted by and with regard to **each** Manufacturer qualified by the parameters described in Section 3.6.2 of the Invitation to submit bids.*

Public Tender No.007-20 (the “**Tender**”)

The undersigned, _____, a *_[type of entity]_* registered and domiciled in *_[Manufacturer's jurisdiction]_* (the “**Manufacturer**”), does hereby represent and declare to Petroleum and Energy Infrastructures, Ltd. (the “**Company**”), with respect to that certain Tender by which the Company has invited bids for procurement as described therein, that the Manufacturer has successfully supplied, in the period extending from 24.3.2017 to the Submission Deadline, the goods described below, to the Qualified Customer named below, in the manner described below, in an aggregate value of not less than US\$ 1,000,000 (one million United States Dollars).

1. Type of Goods, as described in the Bill of Quantities for this Tender, which it is proposed in bid that Manufacturer shall produce (or participate in production of):

2. Stage or process of Manufacturer's responsibility for production of such Goods, as proposed in bid (if all stages of manufacture, write “all”):

3. Production site (including location and country) at which it is proposed in bid that Manufacturer shall produce (or participate in the production of) such Goods:

4. Name of Qualified Customer (must be an affiliate of one of the following: B.P., Chevron, Exxon Mobil, Kinder Morgan or Shell):

5. Country of Qualified Customer to which the goods were actually supplied by Manufacturer since 24.3.2017:

6. Type of goods which Manufacturer produced (or participate in production of) and which were supplied to Qualified Customer since 24.3.2017:

7. Stage or process of Manufacturer's responsibility for production of such goods supplied to such Qualified Customer (if all stages of manufacture, write “all”):

8. Production site (including location and country) at which Manufacturer produced (or participated in the production of) such goods to such Qualified Customer:





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

I, _____, a citizen of _____ bearing passport number _____ of that country [if Israeli: bearing ID no: _____], do sign below as the authorized signatory of the Manufacturer, and I do further declare and affirm, after being warned that I must make a truthful declaration and that if I fail to do so I may face punishment as prescribed by law, that the above declaration made by the Manufacturer and executed by my hand is truthful in all material respects.

Name of Manufacturer: _____

Signature: _____X_____

By (name of authorized signatory): _____

Position: _____

I, _____, a certified public accountant licensed in _____ (license no. _____), and engaged as the Manufacturer's accountant, do hereby confirm that the above declaration made by the Manufacturer conforms to the Manufacturer's books and accounts.

Signature of accountant: _____

Authentications of Signatures

Note: (a) Israeli bidders must authenticate this declaration by certification of a currently licensed Israeli lawyer according to the forms provided below.

(b) Non-Israeli bidders may authenticate this declaration in a form and manner customary for authentication of documents or affidavits in their home jurisdiction, such that the non-Israeli bidder is satisfied that a person making such declaration falsely would be subject to punishment for perjury or other similar criminal offense in their home jurisdiction. Submission of this declaration by a non-Israeli bidder constitutes that bidder's representation to the Company that this is the case. Apostille is not required.

I the undersigned, Adv. _____, Lic. No. _____, of _____ St., do hereby confirm that on _____ appeared before me __[signatory making declaration on Manufacturer's behalf]__, (who identified himself by I.D. No. _____ / with whom I am personally acquainted), and did, after I warned him/her to tell the truth, failing which s/he would be liable for the penalties prescribed by law, confirm the veracity of and sign his/her declaration above.

Signature and Stamp

I the undersigned, Adv. _____, Lic. No. _____, of _____ St., do hereby confirm that on _____ appeared before me __[accountant making statement above]__, (who identified himself by I.D. No. _____ / with whom I am personally acquainted), and did, after I warned him/her to tell the truth, failing which s/he would





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

be liable for the penalties prescribed by law, confirm the veracity of and sign his/her declaration above.

Signature and Stamp





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

Annex F: Bill of Quantities

P/N	Description	Spec.	Qty. / unit	currency	unit price	total price
22969	high performance butterfly valve 16 inch #150 Flanged, electrical operated	132659	5			





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

Annex G: Technical Specifications



PETROLEUM & ENERGY INFRASTRUCTURE

ASHKELON- SOUTH terminal

16" high performance , double flanged,
BUTTERFLY VALVE

#132659

SCOPE of supply :

This document covers the technical requirements for the supply and delivery of five (5) 16", double flanged butterfly valve, with electrical operator, high-performance, zero leakage, Bi-directional, double flanged, for all kind of distillates fuel application.

The valves shall be place at Petroleum & energy Infrastructure at ASHKELON- SOUTH terminal.

TECHNICAL REQUEST:

Standards:

The valve shall be single-piece cast body double flanged. Design standard according to API 609, face to face dimension according to ASME B 16.10 or Api 6d (FTF: 406 mm'), flange drilling according to ASME B16.5 #150 R.F.

The valve shall be tested according to the requirements of API 607: Fire test for soft-seated quarter-turn valves.

Leakage standard: API 6D – zero leakage.

General Requirements:

The valve torque shall generated elastic metal seal provides zero leakage performance, as from API 598 and API 6D.

The valve shell work as on-off valve with no ability to throttle.

Start to open or close to open torque, shell be for opening/closing the valve with full differential pressure of 10 bar, as define:" the max working needed torque".

The valve shell be triple action to minimize the seat & sealing damage.

The torque seating action ensures continuous bi-directional, zero leakage performance.

The valve shall be fitted with integral position indicators on the stem and on the top mounting operator to clarify the exact valve position.

Materials:

Body:	Cast steel ASTM A216 Gr. WCB.
Body Seat:	Stellite weld overlay.
Disc:	AISI 316.
Seat seal :	RPTFE (min)
Screw:	AISI 316.
Stem seal:	shell meet liquid & pressure conditions
Shaft:	ASTM A182 F6A (min)

Actuator:

The valve shall be mounted with ROTORK electrical actuators type IQ 12 min. 3000-200 Pakscan FCU, fitted with gearbox to open/ close the valve at 120 sec max. Total actuator torque shall have 30% of the max working needed torque at this speed.

The actuators shall be explosion proof types, 400/3/50 v/phase/Hz, IP-68. Actuators shall be fitted with integral pushbutton station and indicating lights panel and ergonomically sized side-mounted Hand-Wheel.

All pressure tests before shipment, shall be made when the actuator is been connected.

TAG AND MARKING:

The valves shall bear nameplate made of stainless steel.

The plate thickness shall be 1.5 mm'.

The plate shall contain the following data:

- Manufacturer name :
- Equipment model.
- Manufacturer item number.
- Rating.
- Tag no. on each valve
- Size.
- All data might be needed by the API standard.

DELIVERY TIME & PRICE:

According to PEI inquiry.

DOCUMENTATION:

The proposal shall be included:

Full data sheet with general drawing Mach to this spec. for the valve and actuator

The torque calculations

Delivery date

Prior to valve manufacture the following documentation must be given:

- Valve and actuator drawings.
All drawings and dimension prints shall be in according with SI system.
- Valve and actuator parts and materials list.
All drawings, materials list, specifications, certification' and other documents shall be in English.
- Recommended spare parts list with pricing for two (2) working years for one (1) unit.
- Installation drawings.
- Installation and full maintenance instructions &lubrication materials descriptions.

GUARANTEE:

The vender shall guarantee the valves for a period of 18 months from the date of delivery. Faulty valves will be replaced by air freighted replacement valve at no additional cost to the purchaser.



Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

Annex H: the Contract

Agreement for the Supply of Goods

Contract No. 007-20

This agreement for supply of goods (this “**Agreement**”) is entered effective as of the ___th day of _____, 2020 (the “**Effective Date**”), by and

between: **Petroleum and Energy Infrastructures Ltd. /
Oil Products Pipeline Ltd.**

of 3 Hasadnaot St., Herzliya,
ISRAEL
(the “**Company**”)

of the first part;

and:

_____ St.
_____ (country)
(the “**Supplier**”)

of the second part;

each a “**Party**” to this Agreement, and together, the “**Parties**”.

Whereas: the Company wishes to purchase from the Supplier certain goods as described herein and further specified in the bill of quantities attached hereto as Exhibit A (the “**Bill of Quantities**”) and the technical specifications attached hereto as Exhibit B (the “**Technical Specifications**”), in accordance with an Order or Orders issued by the Company as described herein (the “**Goods**”); and

Whereas: the Supplier has the necessary knowledge, experience and capability to supply the Goods and wishes to supply the Goods to the Company, all as specified in and in accordance with the terms and conditions of this Agreement; and

Whereas: the Parties wish to put the agreement between them to writing;

Therefore, the Parties hereby declare, represented and agreed as follows, with intent to be legally bound by the same:

1. Definitions and Interpretation

1.1. This Agreement is entered by the party pursuant to that certain tender for the procurement of goods known as Tender No. 007-20 (the “**Tender**”). This Agreement may be referred to as Contract No. 007-20. Capitalized terms used





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

herein and not defined otherwise have the same meaning ascribed to those terms in the Tender and/or the Tender Documents (and if defined differently in several Tender Documents, as defined in the Invitation).

- 1.2. An “**Order**” means any order by the Company for the supply of Goods, signed by the Company’s authorized signatory(ies), that is sent to the Supplier (by any written means, including via fax or e-mail), and each such Order shall be deemed to incorporate all of the terms and conditions of this Contract relevant thereto, including the Exhibits attached hereto. An Order may be for a portion or all of the Goods and quantities specified in the Bill of Quantities, and subsequent Order(s) may be issued for any remaining Goods and/or quantities, all at the Company’s discretion. It is clarified that in the event of a discrepancy between the provisions of the Tender Documents, including this Agreement, and the provisions of the Order, the provisions of the Order shall prevail, unless the Company specifies otherwise in the Order.
- 1.3. The Supplier undertakes to supply Goods conforming to the Technical Specifications, as indicated in each Order per its terms and the terms of this Agreement, as described in the Bill of Quantities, or in other quantities in the case of a partial Order.

2. The Supplier’s Representations and Warranties

- 2.1. The Supplier represents that it has read and examined this Agreement, including all documents attached hereto, that all of the provisions, conditions and plans are known and clear, and that it has the knowledge, capability and experience to fulfil the terms of this Agreement and supply the Goods in accordance with each relevant Order which may be issued pursuant to the terms of this Agreement.
- 2.2. The Supplier represents that all conditions of the Tender described in Section 3 of the Invitation are and have been fulfilled, and that all documents and/or written correspondence which it has presented to the Company in the course of the Tender process (including without limitation as implied by Section 4.11 of the Invitation) have been duly executed by their respective authorized signatories or agents, and are and continue to be valid, true and accurate in all material respects.
- 2.3. The Supplier represents that, to the best of Supplier’s knowledge after ordinary commercial diligence, the manufacture of the Goods by each Manufacturer took place in an OECD or EU member country.
- 2.4. The Supplier represents and undertakes that any and all Goods shall comply with the Technical Standards, and will forward, upon the Company's demand, documents attesting to compliance with such standard.
- 2.5. The Supplier represents and undertakes that the Goods supplied according to each Order will be of the type, quality, dimensions, material and processing





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

specified in the Order which reflect the Technical Specifications and/or any samples, models or instructions provided by the Company related thereto. If the Tender Documents indicate that any item to be provided requires the Company's approval, the Supplier will not supply such item until the Company's approval is received.

- 2.6. If and to the extent that one or more declarations in the form of Annex E (each such declaration, a “**Manufacturer’s Declaration**”) was submitted by Supplier to Company (whether included in Supplier’s bid to the Tender, or relied upon in Supplier’s bid to the Tender based on a submission by Supplier to a previous tender), then the Supplier represents that, regarding each Manufacturer relevant thereto, to the best of Supplier’s knowledge after ordinary commercial diligence: (i) such Manufacturer’s production or participation in production of the Goods took place at the specific production site described in the relevant Manufacturer’s Declaration; and (ii) each Manufacturer’s Declaration is accurate in all material respects.
- 2.7. **It is clarified** that all Goods supplied must have been produced by the Manufacturers indicated by the Supplier in its bid with regards to each item type and/or production stage or process, and in the manner described in all relevant Manufacturers’ Declarations (including with regards to type, production stage or process and/or specific production site), and only by such Manufacturers and in such manner. No deviation from the above will be regarded as *de minimis*. Each such deviation shall be regarded as a material lack of conformity in the Goods, unless specifically approved by the Company in writing, in its sole and uncontrolled discretion (whether or not commercially reasonable) and on a case-by-case basis. Without derogating from any other right or remedy, the Company will be entitled to refuse delivery of and/or invalidate the receipt of any Goods delivered or supplied with such lack of conformity, or return such Goods to Supplier at Supplier’s sole expense, even if no other non-conformity exists.
- 2.8. The Supplier is responsible for the quality of the Goods, including all of the parts, components and accessories thereof, and for the working order of such Goods for a period of 18 months from the date of supply thereof or 12 months from the date of commencement of use thereof by the Company, whichever is earlier (the “**Warranty Period**”), excluding Company’s failure to follow manufacturer’s instructions, or resulting from the willful or grossly negligent act or omission of the Company or any third party subsequent to the Goods’ delivery.
- 2.9. Without derogating from any warranty by virtue of applicable law, in the event that any flaws, defects, faults or deficiencies are discovered in the Goods during the Warranty Period, which are not the result of Company’s failure to follow manufacturer’s instructions, or the willful or grossly negligent act or omission of the Company or any third party subsequent to the Goods’ delivery (hereinafter: a “**Flaw**”), the following provisions shall apply:





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

(a) The Supplier will be liable for any damage caused to the Company as a reasonably foreseeable result of any Flaw.

(b) The Supplier will be required as soon as possible and at its expense, to repair any Flaw, or, upon the Company's reasonable demand, to replace any Flawed item with another new item with a corresponding function in accordance with the relevant Order. Any such repair and/or replacement shall be carried out as soon as possible, at the Supplier's expense and to the Company's full satisfaction.

(c) If the Supplier fails to fulfill its undertakings as aforesaid, the Company will be entitled, without prejudice to any of its other rights, to repair or replace the Goods itself and to charge the Supplier with the expenses of the repair and/or replacement as aforesaid. The Supplier will indemnify the Company for any such expense immediately upon demand.

2.10. The Supplier will indemnify and hold harmless the Company, its officers, employees, agents and sub-contractors, for any damage or expense incurred, including with respect to demands or claims of third parties, resulting from a Flaw or other breach of this Agreement by the Supplier, including due to a delinquency in the date of supply and/or the supply of Goods which do not meet the terms and conditions of this Agreement or the Tender Documents. The Supplier shall indemnify the Company immediately upon receipt of a demand in respect of the aforesaid, without derogating from any other remedy or right available to the Company in such case.

3. Supervision and Inspection

3.1. Without prejudice to any of other terms and conditions of this Contract, the Company's representative will be entitled to check the quality of the Goods and their compliance with the Order prior to, upon or after receipt thereof, all at the Company's option and discretion, in order to determine whether the Goods comply with the Order.

3.2. The Company will not be charged for Goods found to be defective or inconsistent with the Order.

3.3. For the avoidance of doubt, the inspections carried out by the Company's representative as aforesaid do not release the Supplier from its full responsibility as per the Supplier's representations and warranties.

4. Prices

4.1. The prices of the Goods (including delivery as described in Section 8 below) will be in accordance with the provisions of the Order alongside each unit, which shall be fixed according to the price quotes provided in the Bill of Quantities and subject to no adjustment for any reason whatsoever (other than





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

as per applicable terms and conditions of the Tender, if any), unless agreed by the Parties in advance and in writing.

- 4.2. Supply and delivery will be as described in Section 8 below. Terms of payment and invoicing will be as described in Section 9 below.
- 4.3. It is hereby clarified that the Company will not be charged for items that are supplied other than in accordance with the terms and conditions of the Order.

5. Changes to the Order

- 5.1. The Supplier will not be entitled to introduce any change or modify any Order unless the Company's prior written consent is given thereto.
- 5.2. No change shall be made to any of the terms and conditions or provisions of the Order unless agreed in writing between the Company and the Supplier.

6. The Company's Rights in the Case of Failure to Supply the Goods in a Timely Fashion

- 6.1. Delivery of the Goods by no later than the Final Delivery Date (as defined in Section 8.2 below) is a fundamental condition of the Order, and time is of the essence. Failure to deliver the Goods or any part thereof by the Final Delivery Date (or circumstances in which such failure is reasonably foreseen) shall constitute a fundamental breach of the Supplier's undertaking according to such Order.
- 6.2. In any case of failure (or foreseen failure) to deliver the Goods in a timely fashion as described in Section 6.1 above, the Company may, at its sole discretion, do any of the following or any combination thereof, as several or concomitant remedies, each of the following remedies being without prejudice to any other such remedy and without prejudice to any other right or remedy otherwise available to the Company:
 - (a) cancel the entire Order or such part thereof that was not (or is foreseen likely not to be) performed in a timely fashion as described in Section 6.1 above;
 - (b) order the Goods and/or similar products, in whole or in part, from other sources in order to make up the deficiency, and to charge the Supplier for any additional financial expense that the Company may incur thereby, which expense the Supplier will be required to reimburse immediately upon demand.
 - (c) demand liquidated damages as follows:
 - (1) for a delay of up to two weeks, 0.25% of the value of the Order for each day of delay;





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

(2) for a delay of more than two weeks and up to four (4) weeks, 0.5% of the value of the Order for each day of delay; and

(3) for a delay of more than four (4) weeks – 1% of the value of the Order for each day of delay, up to a ceiling of 20% of the value of the Order.

7. Partial Supply

The Supplier will not be entitled to make partial supply of an Order, unless under special circumstances and subject to a prior written approval by the Company to such partial supply. In case of partial supply without the Company's prior confirmation as aforesaid, the Company will be under no obligation to take possession of the Goods, and the Goods shall remain the possession and responsibility of the Supplier, and such partial supply will not be deemed a partial fulfilment of the Order. Alternatively, the Company may elect to take possession of the Goods as if partial supply were allowed, and conditions of payment for such partial supply as per the terms of this Agreement (mutatis mutandis), after a 10% discount as penalty for partial supply without Company's prior consent.

8. Supply and Delivery

8.1. The Goods will be supplied CIF (Incoterms 2010) Ashdod port, or to a different port specified by the Company in advance, provided that the Supplier is reasonably compensated for any additional costs (the "**Destination Port**").

8.2. All Goods stated in the Order will reach their respective Destination Ports by no later than the final date of supply stated in the Order, which shall be no earlier than 14 weeks following the Supplier's receipt of the Order, or an earlier date if agreed by the Parties (the "**Final Delivery Date**").

8.3. The "delivery" of Goods shall be considered to have occurred once (i) the Goods are actually unloaded and delivered to the Destination Port, (ii) the Goods are found to be in conformity with the terms of the Order, and (iii) all relevant conditions of this Section 8 have been fulfilled

8.4. It is clarified that any goods supplied to a destination other than their respective Destination Port without prior coordination shall be considered undelivered, and the Company will not be liable for any payment therefor.

8.5. [Reserved]

8.6. The Goods shall be delivered new as manufactured, in conformance with the Technical Specifications and all other terms and conditions of the Tender and this Contract, together with any certificates of quality, manufacture and/or inspection or other documentation which are either: (a) mentioned in the Technical Specifications; or (b) reasonably requested by the Company in connection with the origin, manufacture, shipping, and/or quality of the Goods





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

and/or their conformance with the Technical Specifications or other terms of this Contract.

- 8.7. It is clarified that no payment will be required upon delivery. The Company will pay the Supplier in response to an Invoice issued by the Supplier in compliance with the terms and conditions of Section 9 below.
- 8.8. The Goods shall be delivered free of any right, claim, or encumbrance of any third party, and, without prejudice to any right or remedy which the Company would otherwise enjoy, the mere existence of any such right, claim or encumbrance shall be sufficient to deem the Goods as not having been delivered.

9. Terms of Payment

- 9.1. The Supplier may submit an original written invoice to the Company conforming to the conditions of this Section 9 (an “**Invoice**”), at any time subsequent to receiving the Company’s written confirmation that all Goods pertaining to a particular Order have been delivered in full, as per the terms of this Agreement (including Section 8 hereof) and to the Company’s satisfaction. It is clarified that the Company is under no obligation to pay the Supplier, other than in response to an Invoice issued by the Supplier and submitted to the Company in compliance with the terms and conditions of this Section 9.
- 9.2. The currency of the Invoice must be in the currency attributed to the price quote relevant to the Order in accordance with Section 17.5 of the Invitation (the “**Invoiced Currency**”). Notwithstanding the above, regarding an Israeli Supplier, if the Invoiced Currency is not NIS, then the Company reserves the right to make payment either in the Invoiced Currency as per the Invoiced Amount, or in NIS as per the amount resulting from the Invoiced Amount after applying the foreign exchange rate for the Invoiced Currency published by Bank of Israel, current as of the date of the Invoice.
- 9.3. The amount indicated on the Invoice must be equivalent to the price quote relevant to the Order, in the Invoiced Currency (such amount, when duly invoiced as per the terms of this Agreement, the “**Invoiced Amount**”). It is clarified that the Invoiced Amount is inclusive of all costs, expenses and tax (including VAT) associated with the provision or delivery of the Goods or fulfilment of any other condition of this Agreement.
- 9.4. If and to the extent that Israeli VAT applies to the provision of the Goods, the Invoice must indicate such Israeli VAT as a separate item such that the Invoiced Amount is inclusive of such Israeli VAT. If, at any time and for whatever reason, the Company determines in its reasonable opinion that Israeli VAT applies to any Order or Invoice, the Company may unilaterally amend such Order or Invoice, such that Israeli VAT appears as a separate item and the total amount due, after the addition of Israeli VAT, is equal to the putative price quote or Invoiced Amount relevant to such Order or Invoice.





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

9.5. The Company shall pay the Invoiced Amount of each Invoice, by a bank transfer which shall be executed no later than 45 days following the last date of the calendar month on which the Invoice is actually received (the “**Payment Date**”).

9.6. It is clarified and stipulated that the Company will not be liable for any interest or pricing index differentials for any payment made up to 30 days subsequent to the Payment Date, or for any delay in payment due to either negligence of the Supplier or any Invoice’s lack of conformity to the terms of this Section 9.

10. [Reserved]

11. Confidentiality

The Supplier undertakes to keep confidential any information that may be disclosed, delivered or become known to the Supplier, or any of its directors, officers, agents, sub-contractors, representatives or employees (“**Supplier’s Representatives**”) in the course of its dealings, communications and undertakings with the Company, other than information which (a) is or becomes public domain without fault of Supplier or Supplier’s Representatives, (b) reflects general knowledge or experience in Supplier’s field of business or expertise, or (c) which Supplier is permitted to disclose by virtue of an explicit provision of this Agreement or the Company’s prior written approval. Neither Supplier nor Supplier’s Representatives shall use, disclose, publish or otherwise allow for exposure of such confidential information as described above to any person, other than Supplier’s Representatives on a strictly need-to-know basis, by any means whatsoever, without the Company’s prior written consent on a case-by-case basis. Supplier shall ensure that each of Supplier’s Representatives who is exposed to the confidential information as described above shall be bound by confidentiality covenants no less strict than as described in this paragraph. For sake of clarity it is emphasized that all information of the Company to which Supplier or Supplier’s Representatives may be exposed shall be assumed to comprise the confidential information and trade secret of the Company, unless specifically indicated otherwise by the Company.

12. Miscellaneous

12.1. Nothing in this Agreement shall be interpreted as granting any right or remedy to any party other than the Supplier and the Company.

12.2. The relationship between the parties shall not be construed as comprising any partnership, agency or joint venture of any kind.

12.3. This Agreement comprises the entire agreement between the parties and supersedes all previous understandings or agreements.

12.4. Headings in this Agreement are provided for sake of convenience only and are not to be referred to in the interpretation of this Agreement.





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

12.5. No forbearance of either party shall be interpreted or deemed as a waiver of any kind unless explicitly set forth in writing, and no waiver shall be considered or interpreted to comprise any waiver or forbearance other than as strictly construed by the terms thereof. No amendment or modification to this Agreement shall be of any effect unless clearly set forth by the written agreement of the parties.

13. Jurisdiction and Governing Law

This Agreement shall be governed by the laws of the State of Israel, without reference to its conflict of laws principles. Any dispute arising out of or in connection with this Agreement is irrevocably referred to the exclusive jurisdiction of the competent courts of Israel (Tel Aviv District).

In witness whereof, the Parties have hereto set their hands and executed this Agreement, effective as of the Effective Date:

THE SUPPLIER

THE COMPANY

By (name): _____

By (name): _____

Position: _____

Position: _____

The following Exhibits are considered attached hereto and form an integral part hereof:

Exhibit A: Bill of Quantities [reference is made to Annex F of the Tender Documents]

Exhibit B: Technical Specifications [reference is made to Annex G of the Tender Documents]





Annex J: Declaration for Israeli bidders

מכרז מס' 045-19 (להלן: "המכרז")

תצהיר המציע

אני הח"מ, _____ נושא ת.ז. מס' _____, לאחר שהוזהרתי כחוק כי עליי לומר את האמת וכי אהיה צפוי לכל העונשים הקבועים בחוק אם לא אעשה כן, מצהיר/ה בזאת כדלקמן:

שמי ומס' תעודת הזהות שלי הם כאמור לעיל.

אני מגיש/ה את התצהיר בשמי / בשם חברת _____ שמספרה _____ (להלן: "המציע"), בה אני מורשה/ת חתימה ואני מורשה לחתום על תצהיר זה בשם המציע.

הנני מצהיר/ה כי התקיימו אלה:

1. המציע ו/או מי ממנהליו לא הורשעו בעבירה שיש עמה קלון (ואם הורשעו כאמור - חלפו 7 שנים מהמועד בו סיימו לרצות את עונשם), וכן לא תלוי ועומד נגד מי מהם כתב אישום בגין עבירה שיש עמה קלון.
2. אין מניעה לפי כל דין להשתתפות המציע במכרז וקיום כל ההתחייבויות שבהסכם המצורף לו, ואין אפשרות לניגוד עניינים, ישיר או עקיף, בין ענייני המציע ו/או בעלי עניין בו, לבין ביצוע העבודות ו/או קיום ההסכם על ידי המציע ומי מטעמו.
3. המציע עומד בכל תנאי הסף של המכרז.

הנני מצהיר/ה כי החתימה המופיעה למטה היא חתימתי וכי תוכן תצהירי-אמת.

_____	_____	_____
שם המציע	תאריך	חותמת וחתימה

אישור

אני הח"מ, _____ עו"ד (מ.ר. _____), מאשר/ת כי בתאריך _____ הופיע בפניי, במשרדי ברחוב _____ מר/גב' _____ שזיהה עצמו/ה על-ידי ת.ז. מס' _____ / המוכר לי אישית ולאחר שהוזהרתי אות/ה, כי עליו/ה להצהיר את האמת, וכי /תהיה צפויה לכל העונשים הקבועים בחוק, אם לא /תעשה כן, אישר/ה את נכונות הצהרתו/ה וחתם/מה עליה בפני.

_____	_____
חתימה	חותמת

