

September 28, 2022

**Public Tender NoPD22000956**  
**For the Provision of Engineering, Procurement & Construction (EPC) Services**  
**Fuel Storage Tanks Construction Project**

**To: All Tender Participants**

Dear Sir / Madam,

Re: **Public Tender No PD22000956****Submission of Digital Bids for Energy Infrastructures Ltd.'s Tenders**

1. Energy Infrastructures Ltd. ("The Company") intends to enable submission of bids for the Company's tenders using a digital method that requires the submission of an electronically signed bid.
2. An electronic signature is a signature that is unique to the signatory, and through which the signatory can be identified. The electronic signature can be made using a TOKEN device/smart card.
3. **To the best of the Company's knowledge, as of this date, two companies have been approved by the Registrar as authorized bodies under section 9 (b) of the Electronic Signature Law, 5761-2001, and through them a TOKEN device can be obtained.**

These are the names of the authorized companies:

A. PersonalID Ltd. Company website address: <https://www.personalid.co.il/>B. ComSign Ltd. Company website address: <https://www.comsign.co.il/>

4. **During the period up to 31.12.22, the Company allows the bids to be submitted by physical submission - to the tender box or by digital submission depending on the choice of supplier/contractor.**
5. For your convenience, technical instructions for making an electronic signature in digital proposals are attached.
6. We will be happy to help with further questions on the subject. You can contact the following contacts:

Tenders for contractors and service providers:

Ms. Liat Sharon

Tel: 09-9528611

Mobile: 054-2828611

Email: [Contractsbid@pei.co.il](mailto:Contractsbid@pei.co.il)

Or -

Adv. Maya Ben-Dor

Tel: 09-9528553

Mobile: 054-2828553

Mail: [Proposals@pei.co.il](mailto:Proposals@pei.co.il)Procurement Tenders:

Ms. Talmor Sela

Tel: 09-9528614

Mobile: 054-2828614

Email: [purchasebid@pei.co.il](mailto:purchasebid@pei.co.il)

Energy Infrastructures Ltd. and/or Oil Products Pipeline Ltd. (the “**Company**”) hereby invites the submission of bids for the provision of engineering, procurement & construction (EPC) services of fuel storage tanks, as specified in the Technical Volume attached hereto (the “**Services**” or “**Works**” or “**Project**”), according to the following terms and conditions.

In this Tender, “**NIS**” or the “₪” symbol 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, and are inclusive of all costs, expenses and tax.

## 1. The Tender Documents

This invitation to bid (“**Invitation to Bid**”) together with the documents listed below and attached hereto (the “**Tender Documents**”), 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. General terms and conditions of this Tender (this document) (the “**Terms of Tender**”);
- 1.2. Bidder’s Declaration – Annex A;
- 1.3. Bidder’s Compliance with Professional Experience Requirements – Annex B;
- 1.4. Bidder’s Compliance with Professional Experience Requirements – Annex C;
- 1.5. Accountant's Declaration – Annex D;
- 1.6. Bidder's Quote – Annex E1;
- 1.7. Form of Bid – Annex E2;
- 1.8. Absence of convictions regarding the Foreign Workers Law - 1991 or the Minimum Wage Law – 1987 – Annex F;
- 1.9. Compliance with the Equal Rights for People with Disabilities Law – 1998 – Annex G;
- 1.10. Technical Volume – Annex H;
- 1.11. Digital submission protocol – Annex I;
- 1.12. Bidder's Representative – Annex J;
- 1.13. Certification Process for Contractor’s Workers, Safety Regulations - Annex K;
- 1.14. Clarifying Questions Form – Annex L; and
- 1.15. Agreement – Annex M.

Any capitalized term in the other Tender Documents shall have the meaning ascribed to



that term in this Invitation to Bid, unless specifically indicated otherwise therein; and any capitalized term in this Invitation to Bid which is defined only in another Tender Document shall have the meaning ascribed to that term in that Tender Document. Interpretation of any provision of the Tender Documents, including in case of any conflict between the Tender Documents, shall follow the rules provided in the Terms of Tender.

## 2. Definitions

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

- 2.1. **Bid** – A proposal submitted by a Bidder, according to the terms and conditions of this Tender;
- 2.2. **Bidder** – A single legal entity who submitted a Bid according to the terms and conditions of this Tender;
- 2.3. **The Company** - Energy Infrastructures Ltd. and/or Oil Products Pipeline Ltd;
- 2.4. **Laws** - All laws and regulations of the State of Israel;
- 2.5. **The Tender** - This Tender issued by the Company, all of its appendices, documents and updates and the clarifications attached to it;
- 2.6. In the Tender Documents, unless the context requires otherwise:
  - 2.6.1. Headings are for convenience only and do not affect interpretation;
  - 2.6.2. Words in the singular include the plural and vice versa;
  - 2.6.3. A reference to “includes” or “including” means “includes, without limitation” or “including, without limitation”, respectively;
  - 2.6.4. A reference to a right or determination, to be made or act, decide or not, by the Company, means, the sole and absolute discretion of the Company.



### 3. Timetables

The planned timetables for the proceedings are as follows:

3.1. The final due date for clarifying questions – 1.12.2022

3.2. The deadline for the submission of proposals – 22.12.2022

The Company is entitled, at any time and at its sole discretion to alter the procedural timetable, in a notification to be given to Bidders.

### 4. Concise Description of the Project's Components

Herein is a concise description of the main components of the Project. This concise description does not detract from any provision of the tender instructions and should be read in conjunction with the other Tender Documents.

4.1. The winning Bidder will provide the company, via a Lump Sum Turn-Key (LSTK) method, with engineering, procurement and construction services for six 50,000 CBM fuel storage tanks at the Company's Eshel terminal (the "**Tanks**"), using the engineering-procurement-execution method, in which the winning Bidder will be responsible for the various planning stages of the Project; To carry out the full procurement operations required for the execution of the Project, including all required materials and manpower, as well as for the execution of the construction of the Project, including testing and commissioning, until final delivery of the Tanks after the approval of the company, as specified in the Tender Documents and the Technical Volume documents attached as Appendix H to the Tender Documents (the "**Technical Volume**").

4.2. Without derogating from what is stated in any document or plan attached to the documents of this Tender, in the Technical Volume and in all other technical tender documents, it should be noted that the services in the Project mainly include the following components:

4.2.1. All design stages - preliminary, final and detailed design of the construction of the Tanks, including in the field of mechanical engineering, in accordance with API650 standard, as well as fire extinguishing system as specified in the Technical Volume.

The Bidder will bear full responsibility to fully examine any preliminary surveys and/or other documents related to the Works and/or any cathodic protection aspects of the Works and/or any civil engineering aspect related to the Works, and hereby declares that it has fully examined them via professionals on its behalf, has found them to be fully satisfactory, and will have no claim towards the Company in this regard.

4.2.2. It is hereby clarified, that other aspects of the preliminary works, such as civil engineering and cathodic protection, including earth moving and site preparation works, drainage, landscaping, access roads, removal of existing building(s), foundations and bund walls, will be designed and executed by



other contractors.

- 4.2.3. **Procurement of all required equipment and materials and labor required in order to complete the construction of the Tanks**, in compliance with all the requirements of the Tender and with the Laws and regulations which apply to this type of Services, including the purchase of sealing systems, roof drainage pipe steel sheets, foam diffusers and fire extinguishing pipes. The Bidder is fully responsible for monitoring the quality of all equipment and materials that will be purchased in accordance with the provisions of this Tender.
- 4.2.4. **Manufacture and construction of the Tanks in accordance with the shop and erection drawings** to be prepared by the designer on behalf of the Bidder, and in accordance with all that is stated in the Technical Volume documents attached as Appendix H to the Tender Documents.
- 4.3. The Bidder will be required to provide the Services in accordance with the following:
  - 4.3.1. Guidelines required by any Law;
  - 4.3.2. Relevant Company procedures;
  - 4.3.3. Company representative directives;
  - 4.3.4. Any action that is, by its nature according to practice, an integral part of the Services (Best Engineering Practice and Sustainability).
- 4.4. The winning Bidder will be required to maintain a particularly high level of safety while paying attention to the nature of the Works.
- 4.5. The Services will include, and the winning Bidder will bear full responsibility for acquiring, all that is required for planning and execution, including obtaining all needed approvals and permits from any relevant authority, in addition to the Company's approvals, as well as coordination with other contractors working on the site and obtaining all approvals to perform the works in accordance with any law.
- 4.6. It is hereby noted, that the Company had already obtained the construction permit for the construction of the Tanks; The winning Bidder will be solely responsible to appoint appropriate professionals who will accept the full and formal responsibility to serve as "the planner of the frame of the building" and as "the responsible for the Construction of the frame of the building" as defined in the construction laws and in the construction regulations in Israel, and who will sign on the building permit drawings and documentations in front of the authorizing authorities. It is hereby clarified, that it shall be the full and sole responsibility of the winning Bidder to fulfill these requirements prior to the performance of any construction operations.
- 4.7. The Bidder must also make any necessary preparations and temporary arrangements as will be required, to perform maintenance tasks, prepare and



complete the submission process, provide all manpower, tools, equipment, machinery and any other resource, whether permanent or temporary, which will be necessary for the planning and execution of the Project and any of the winning Bidder's obligations, until the end of the rectification period. Without derogating from the foregoing, it is clarified that the Bidders must examine all the provisions of the law, before submitting their Bid, and weigh all the aspects involved in planning the execution of the Project, even if these are not explicitly mentioned in the Tender Documents.

- 4.8. It is clarified that all the designs, plans, specifications and bill of quantitative evaluation provided within the Tender Documents will serve only for the purpose of selecting the winning Bidder. The documents that will serve as the basis for the actual execution of the Works will be the documents, plans and designs prepared by the winning Bidder, following their approval by the Company. The Company may, at its sole discretion, modify the designs, specifications and quantitative estimates attached to the Tender Documents, until the end of the Agreement Period with the winning Bidder.
- 4.9. For the avoidance of doubt, the Services listed above are a general and concise description only, and do not exhaust all the Services required for the successful completion of the Project, and the unique complexities included in the Project to be executed by the winning Bidder. The description of the Project and the Works involved in its fulfillment, including the obligations of the winning Bidder in relation therewith, are detailed in the plans, the Agreement and in all other technical Tender Documents.
- 4.10. The Bidder will prepare its bid including the following main subjects and any additional information he sees fit for enabling a clear and comprehensive understanding of its Bid:

4.10.1. Design:

The Bidder will be responsible to provide a detailed design of the Tanks based on the information provided in this Tender.

It is hereby clarified, that the basic design and quantitative evaluation provided within the Tender Documents will serve only for the purpose of the selection of the winning Bidder and that the basis for the tanks construction will be final detailed design by winning Bidder.

Without derogating from the aforesaid, the Company may, at its sole discretion, amend the designs and specifications detailed in the Tender Documents.

The design will consist of the following:

**Basic design** showing layout, dimensions and calculations sufficient for performing the procurement of steel products required for the construction of the Tanks.



This stage will include the seismic calculations, static calculations for defining sheet metal thicknesses and quantities and calculations related to the floating roof.

The design at this stage can be generic for all 6 Tanks which are expected to be identical.

**Final design** will include the detailed drawings and materials specifications for procurement of all materials and appurtenances.

The design at this stage can be generic for all 6 Tanks which are expected to be identical.

**Full detailed design** with all calculations and lists showing all that is required for the complete execution of the Project.

This stage will include all manufacturing drawings with full details for manufacturing of all parts for their assembly towards the construction of each tank.

The design at this stage will be specific for each tank.

Each of the above phases in the design will be subject to the Company's and its consultants approval as a prerequisite for proceeding to the next stage.

The Bid will include the performance of this design.

The Bidder will provide within its Bid a list of the design deliverables and their contents.

#### 4.10.2. Procurement

The supply includes all materials as needed for the complete execution of the works. The Bidder will demonstrate in its Bid the process of procuring the required materials and services including the quality tracing of all materials.

The Bidder will list the major subcontractors it will employ in the execution of the works. The final list of subcontractors will be subject to Company's approval.

The Bidder will include in its Bid a bill of materials (BOM) listing the main components and their quantities without derogating from the Bidder's obligation to the provision of all required materials for the supply of working Tanks as required.

#### 4.10.3. Construction

The Bidder will submit with its Bid a preliminary construction plan with specifications outlining the site works to be performed, including metal works, welding, painting and assembly.



The construction plan will also cater for site organization and space requirements for staging and camp areas and for the handling of wastes, environmental considerations and the restoration of the site to its original state after completion of the works.

#### 4.10.4. Quality Control

The Bidder will present its quality control and quality assurance plan for the Project in compliance with the requirements of the API 650 standard and the requirements of this Tender.

The Bid will include information about the QA/QC team of the Bidder.

The procedures and responsibilities for achieving the highest quality standards will be applied and these will be presented as part of the QA/QC plan including the process for quality management of sub-contractors and material suppliers.

### 5. Engineering, Procurement & Construction Services, and Company rights

- 5.1. The Bidder hereby declares, confirms and undertakes that it is aware that the mechanism and instructions described above, regarding services in the Engineering, Procurement & Construction method, including the Company's rights and the responsibility imposed on the Bidder within them, form an integral part of the Tender and the Agreement. The Bidder, due to the nature of the Project carried out in the method of Engineering, Procurement & Construction, in which, among other things, the winning Bidder assumes full responsibility for planning the Project, carrying out all procurement necessary to complete the Project, as well as executing the Project up to complete submission to the Company and a assumes Full responsibility for the exposures, requirements, possible limitations, inspections, investigations, aspects, analyzes, assumptions, and statutory, engineering, and legal knowledge necessary to carry out the Project in accordance with the requirements specified in the Tender and Agreement documents.
- 5.2. The winning Bidder must also bear full responsibility for the planning and execution of the works on the basis of the elements specified in the Tender and Agreement documents, but also in addition to weigh and fulfill in the planning, execution and financial bid, all components of the Works, including additional elements, contents, additions, details, the facilities, equipment and materials necessary for the planning and execution of the said elements, even if they were mentioned explicitly in the Tender and Agreement documents, and formulate proper planning solutions for them.
- 5.3. The Bidder hereby expressly declares that it has taken into account within its Bid the risks and obligations imposed on it, according to the above mentioned, and the rights given to the Company, and that it hereby waives all claims or demands in this regard, including any claim or demand deriving from the application of any of the Company's rights, or even in the non-application of such rights.





- 5.4. It is further clarified that any approval or clarification or advice given by the Company to the winning Bidder will in no way detract from or impair the winning Bidder's sole and complete responsibility for Engineering, Procuring & Constructing the Project until complete submission to Company, in accordance with the provisions of the Tender Documents and the Agreement.

## 6. Warranty

- 6.1. For a period of 24 months after the date of successful submission of the operating Tanks to the Company, in accordance with its approval, the winning Bidder shall be directly responsible towards the Company regarding the quality of services to be provided on its behalf in accordance with the provisions of this Tender, all components and parts, equipment and works, including services provided on behalf of third parties (the "**Warranty period**").
- 6.2. Should any defect in design, material, workmanship or operating characteristics appear during the warranty period, the winning Bidder shall make all necessary alterations, repairs or replacement of equipment, free of charge to the Company.
- 6.3. The Contractor shall guarantee the structural stability (and Tanks full impermeability) for all constructed objects for a period of not less than 10 years from the submission date of the operating Tanks and acceptance of all works by the Company. For this purpose the contractor will issue a bank guarantee or acceptable insurance policy for that time period for the sum of 5% of the value of the Works.

## 7. Execution of Agreement with the Winning Bidder(s)

- 7.1. The Company will determine the Bidder 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 duly signed by the persons authorized to bind the Company thereby, and a complying Bank Guarantee has been submitted to the Company.
- 7.2. The engagement with the winning Bidder will be based on a written agreement, the form of which is attached hereto as Annex L, and which constitutes an integral part hereof (the "**Agreement**").
- 7.3. 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, or fails to provide the Bank Guarantee within 14 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 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 remains unremedied, disqualify such bid retroactively, decide on a replacement Bidder, and demand indemnification for the Liquidated Damages. The Company will notify such



Bidder of its decision without unreasonable delay.

- 7.4. 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.
- 7.5. The Company reserves the right to make adjustments to the Agreement that will be signed with the winning Bidder, in its sole discretion.

## 8. **Insurance**

- 8.1. The winning Bidder will be required to submit to the Company, as a precondition for the execution of the Agreement, the insurance appendix attached to the tender documents, signed and approved by a recognized insurance company (at the company's discretion).
- 8.2. It is hereby clarified that no deviation from the wording of the attached insurance appendix will be allowed. In any case of submitting an insurance certificate containing any reservations and/or alterations, the Company may reject the Bid and demand from the Bidder the agreed compensation detailed below, without derogating from any of the Company's rights in relation with the aforesaid.
- 8.3. The Bidders are hereby requested to carefully review the wording of the attached insurance appendix before submitting their bid, and to forward to the company any reservation/request for change in accordance with the provisions of section 25.8 below.

To the extent that a request for clarification has not been duly approved by the Company as stated above, any claim and/or reservation of the Bidder regarding the insurance certificate will not be valid.

Notwithstanding the aforesaid, the Company may change the insurance requirements, at its sole discretion, and the Bidder will not have any claim in this regard.

## 9. **Consideration**

- 9.1. The consideration to be paid to the winning Bidder for the provision of the Services in accordance with the provisions of this Tender and for the fulfillment of all its obligations under the Agreement will be in a fixed amount (Lump Sum Turn-key), as stated by the Bidder in its bid (the "**Consideration**"), and will not be affected in any form by the actual execution of the Works or by any designs, plans, specifications and bill of quantitative evaluation provided within the Tender Documents.



- 9.2. For the sake of removal of any doubt, it is hereby clarified that the Consideration is final and includes any amount due to the winning Bidder for the provision of the Services, and the winning Bidder shall not be entitled to additional payments and/or amounts for the execution of the Services.
- 9.3. The Consideration will include all the obligations imposed on the winning Bidder to plan and execute the Project in accordance with the Tender Documents, without regard to planning changes on behalf of the Bidder and its expenses for employing the required manpower, equipment and purchase of materials during all stages of the Project's execution.
- 9.4. The Bidder will be prevented and silenced from making any claim or demand according to which any work related to this Tender was not included in the Consideration stated in the Bidder's quote.
- 9.5. Without derogating from the generality of the aforesaid, the Bidder hereby declares and undertakes that it has weighted in its Bid all obligations contained in the Tender and the Agreement, all costs of all sorts directly and/or indirectly related to the completion of the works, submission of the Project and receipt of a final certificate without reservations, as well as the contractor's obligations regarding inspection and maintenance works.
- 9.6. The Bidders are expected to provide a binding and complete Lump Sum Turn-Key (LSTK) price for the supply of the Tanks in full operational condition after adequate testing, commissioning and Company approval.
- 9.7. The Project fixed price will be supported by completing the pricing tables included in the Form of Bid attached to this Tender as Annex E2, for enabling a fair evaluation of competing Bids.

## 10. **Schedule for Execution and Completion of the Project**

- 10.1. The Project Time Schedule commencement date will be considered to be the Effective Date. The Effective Date shall be the date of the receipt of the Letter Of Intent (LOI) issued by the Company upon selection of the winning Bidder with the purpose inter alia of expediting the engineering and detailed design services. The services performed in respect of this Letter of Intent shall be deemed to be Services performed under the Contract.
- 10.2. The execution period for the completion of the Works will be 900 calendar days from the Effective Date. The period for the complete erection of each fuel storage tank is 12 months from the Effective Date determined for each tank, which will be the date of the receipt of a specific Letter of Intent regarding each tank.
- 10.3. The milestones for the completion of the winning Bidder's commitments for the planning and execution of the Project are defined in the Technical Volume.
- 10.4. Each Bidder will to provide within its Bid a Preliminary Project Time Schedule, presenting the main execution milestones which are to be related to the payment milestones. This Preliminary Project Time Schedule must demonstrate feasibility of Project within the stipulated duration.



- 10.5. As there will be related works performed by others outside the scope of this EPC Project, the Bidder will show in its time schedule all required earliest and latest readiness dates for tasks on Bidder's schedule critical path to be executed by such third parties in a way that will enable the Bidder to fulfill its obligations for timely completion of the Project.
- 10.6. The winning Bidder shall submit to the Company's approval an Updated Project Time Schedule, which details the Contractor's activities, within 4 (four) weeks of the Effective Date. Updates to the Project Time Schedule shall only become effective for the purposes of the Project when they have been approved by the Company. The Bidder shall be held responsible for controlling and implementing such approved Project Schedule along the whole duration of the Project.
- 10.7. The Bidders are requested to note that the schedule for completing the Works is of utmost importance to the Company, and it is the Company's intention to make sure that the winning Bidder will complete the Works within the execution period, including strict adherence to the milestones specified in defined in the Technical Volume documents. Without derogating from any provision stated in any of the tender documents, non-compliance with the schedule and the milestones will entitle the Company the full remedies under any law and according to the Tender documents and Agreement, including and without derogating from the above - payment of agreed and assessed compensations and forfeiture of bank guarantees.

#### **11. Bidder's Responsibility to Perform Tests and Inquiries**

- 11.1. It is hereby clarified that the description of the services in the tender documents is a concise description, and the winning Bidder must provide all the services required for the complete and full execution of the Project, as required in the Tender Documents.
- 11.2. The winning Bidder will be required to study all the relevant details regarding the Services, including: the Project's objectives, factors involved, division into sections, project stages, schedule, milestones, constraints, statutory status, project planning documents, various authority requirements regarding project execution and the Company's procedures.
- 11.3. It is hereby clarified that the Company will not be responsible in any form regarding the information presented in the Tender Documents, and does undertake that any information presented therein is complete, correct and accurate.
- 11.4. The Bidders will bear full responsibility to perform all necessary tests and inquiries regarding the correctness, completeness and compatibility of any detail or information regarding the Services.
- 11.5. The Bidder will have no claim against the Company based on any information, data or anything stated within the Tender Documents or that is not stated within them.
- 11.6. Reliance of the Bidder and/or anyone on its behalf, on the information supplied in the tender documents, will be on its sole responsibility. The information



contained within the tender documents will not impose on the Company and/or anyone on its behalf any responsibility in relation with such information and/or its use, insofar as it is done by the Bidder and/or anyone on its behalf.

- 11.7. Without derogating from the generality of the aforesaid, the Company and/or anyone on its behalf will not be liable for any type of damage, loss or expense caused to the Bidder and/or anyone on its behalf and/or any third party due to reliance on such information.
- 11.8. In accordance with the above, prior to submitting its Bid, the Bidder is fully and exclusively responsible to perform on its own and at its own expense (without being entitled to payment, compensation or indemnification of any form) through expert and dedicated professionals on its behalf, any necessary inquiries and verifications for the planning and execution of the Services.
- 11.9. The Bidder will bear full and exclusive responsibility, to examine for itself, through expert and dedicated professionals on its behalf (relating to the Bidder's responsibility as a planner and as a contractor) until no later than the final due date for clarifying questions submission, all relevant data and its statutory and legal implications on the planning and execution of the Project, including but not without detriment, the correctness and feasibility of the technical documents attached to the Tender, their suitability for the Project schedule and milestones, and any discrepancy, defect, error or omission in the Tender Documents.
- 11.10. The Bidder will bear full and exclusive responsibility to notify and alert the Company, in advance and in writing, in the form of a clarification question and no later than the final due date for clarifying questions submission, regarding any defect in the Tender Documents. As part of the clarification question, the Bidder will fully and accurately specify the nature and contents of the defect and will attach to it all the professional, and/or engineering and/or statutory and/or legal references required for this purpose.
- 11.11. The winning Bidder shall bear full and exclusive responsibility for any defect in the tender documents, whether or not brought to the Company's notice during and within the framework of the clarification questions in the tender, as well as for any implication arising from such defect regarding planning and/or purchase of equipment and materials and/or execution of the Services, including any aspects involved in the quality of the planning, the quality of the work, the adaptation of the works to the provisions of any law and/or common engineering standards, integration and adjustments between the tender documents, the effect of the defect on delays in project schedules and meeting any schedule milestone, etc.
- 11.12. The winning Bidder hereby waives, and will be prevented from making any claim or demand of any form in this regard and in particular claims regarding reliance on what is stated in the tender documents, including updating the schedule and/or updating the consideration accordingly.
- 11.13. Without derogating in any way from any provision of the Tender instructions, and the Bidder's responsibility therefor, it is hereby expressly clarified that within and as an integral part of the Bidder's responsibility to submit its bid for planning in accordance with the tender documents, the Bidder shall bear full and exclusive



responsibility to examine the Tender Documents by professional experts on its behalf, and to take full responsibility for the technical documents attached to the Tender, and any technical document shall be viewed as if it had been prepared by the Bidder itself in the first place.

- 11.14. The bidder is required to plan and execute the Project in accordance with the instructions and execution requirements included in the tender documents.
- 11.15. Without derogating from the above and from the Bidder's responsibility under this tender documents and the Agreement, it is hereby clarified that in addition to the tender documents, the Bidder is required to examine, review and check, no later than the deadline for submission of the clarification questions, at its own expense, independently and through appropriate standards and equipment as well as through dedicated expert professionals on its behalf, all the areas and complexes in which the Project is to be carried out, its boundaries and environments, including the physical, topographic and geological conditions and limitations of the site and its surroundings, any other suppliers who are carrying out works and/or operations on the site and/or who are responsible for the works performed on the site and the necessary arrangements and interface with them, and/or any waste, materials, structures, equipment and facilities found on the site and its surroundings, natural disasters, defects access to and from the site, as well as any restriction, event, block, indication or additional information that may delay, interfere, change, restrict, stop and/or prevent the planning and execution of the Project in accordance with the tender documents within the Project schedule.
- 11.16. It is hereby clarified that the Bidder's responsibility also extends to the independent examination of the bidder, at its expense, of the site environment, outside the limits of execution of the works as stated in the tender documents, including examination of the need to obtain permits and approvals.
- 11.17. It is hereby clarified that the Bidder is solely and fully responsible for obtaining all the necessary licenses, permits and approvals.
- 11.18. The Bidder is responsible to examine the site and its limitations as well as any discrepancies between them and what is stated in the tender documents, and to take into account the possibilities to implement and fulfill the Project planning and execution, in accordance with the tender documents and schedule.
- 11.19. By submitting its bid, the Bidder is considered to have examined and evaluated in accordance with the above all relevant aspects and all information that may affect and/or may have an impact, directly or indirectly, on its participation in the Tender and/or its bid.
- 11.20. Without derogating from the above, the Bidder hereby declares, in full and irrevocably, that it has been given the full opportunity to examine fully and carefully any aspect of the Services and its sites, and that it has, both as a planner and as a contractor, himself and through professional experts, to its full satisfaction, any complete, comprehensive and thorough examination of any material, detail, information and/or physical, legal, administrative, planning, executive, engineering, operational or business inquiry regarding the submission



of its Bid and the fulfillment of its obligations deriving from the Tender and the Agreement (including in relation to the planning and execution of the Project, its completion, submission and the period of maintenance and inspection).

11.21. In this context, the Bidder examined, inter alia, all of the following:

- 11.21.1. The Tender documents, for all their parts and appendices; Any material, data and additional information published by the Company regarding the Tender as well as any information that may affect its decision to submit its Bid in the Tender and/or the economic and/or commercial viability of the said Bid as well as any data, information, details And interest, of any kind and type, which may affect the planning, execution and completion of the Project and the execution of other obligations of the winning Bidder in accordance with the tender documents and the Agreement;
  - 11.21.2. Any legal provisions, including provisions and guidelines of all relevant authorities as well as all licenses, permits, approvals, certificates, certifications and standards that the winning Bidder will be required to meet and/or that will be required to receive, inter alia from the relevant authorities, to perform and fulfill its obligations under the Tender documents;
  - 11.21.3. Any activity taking place in the Project sites and the implications of these activities for the execution of the Project;
  - 11.21.4. Any aspect of technology, engineering, legal and financial related to the execution of the Project, including all aspects, prospects and financial risks involved in the planning, procurement, execution and completion of the Project and other obligations under the Agreement. The winning Bidder must prepare in advance in order to plan and make available as required all the resources necessary for the planning, execution and completion of the Project and the execution of all its obligations in accordance with the tender documents and the agreement;
  - 11.21.5. Any aspect and risk related to the planning and/or execution of the Project, approval procedures and handling of all statutory aspects, of any kind and type, involving the planning, execution and completion of the Project.
- 11.22. The Bidder expressly declares that it has been given an opportunity, a sufficient period of time and all other means, as part of the Tender process, to examine the aspects set out above, in the manner and conditions set out in this section. Accordingly, the Bidder hereby waives definitively, fully and irrevocably and will be prevented and silenced from raising any claim regarding error, mistake, deception, inaccuracy, defect and / or inconsistency of any kind and type in relation with the planning proposed by it, its quote, the Agreement, the Project and all rights and obligations related to it or arising from the tender documents, including claims arising from the company's responsibility for completeness, correctness, discussion and reliability of the material, information, details and data provided in the tender documents including information, material and data that was not in the company's possession and/or was in the Company's possession and that it decided, for any reason, not to submit to the Bidder.



## 12. Methodology

- 12.1. The Bidder shall submit with its Bid a brief methodology description statement of how it will perform the Project, indicating corporate procedures that would be applied.
- 12.2. The methodology statement will include a concise description of the specific planning & control measures that would be utilized, especially to control construction compliances with the relevant terms of the Scope of Work, quality of work, HSE, procurement, budget, project time schedule and all requirements of the Project.
- 12.3. Furthermore, the methodology statement will describe the procedures and processes that will be used for the main tasks related to the execution of the Project, including, but not limited to: welding process; the method of construction of the bottom of the tank, the wall of the tank and the roof of the tank, as well as all other relevant details that demonstrate the Bidder's ability to perform the construction work efficiently, in accordance with the schedule and in accordance with all applicable quality controls and standards.

## 13. Threshold Conditions

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:

- 13.1. The Bidder is a corporation incorporated in the State of Israel; OR the Bidder is a corporation duly organized and validly existing under the laws of an Authorized State.
- 13.2. A true and authentic copy of the bid, including all documents required to be submitted pursuant to this Invitation to Bid, has been received by the Company, by no later than **22.12.2022 at 14:00 Israel time** (the "**Submission Deadline**"), **and all conditions of the Submission Protocol in section 29 below have been fulfilled. Bids submitted other than as per the Submission Protocol may be disqualified.**
- 13.3. 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.
- 13.4. (a) For non-Israeli Bidders: The Bidder is not subject to sanctions relevant to this tender 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.
- 13.5. 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. In addition to the aforesaid, the Bidder is a registered contractor under the Registration of Contractors for Construction Engineering Work Law, 5729-1969, in the (150) professional branch, and holds a financial classification which is consistent with its bid, as of the Submission Deadline.

13.6. For non-Israeli Bidders: The Bidder will undertake that as a condition for starting the performance of the work, if it is chosen as the winner at the bidding stage, it must show the Company a confirmation from the Minister of Housing and Construction that it is exempt from the application of the Law on the Registration of Contractors for Structural Engineering Works, 5729-1969 with regard to the work which is the subject of this invitation in accordance with Section 14A of said law.

13.7. The bid indicates the Bidder meets ***all*** of the following conditions:

13.7.1. The Bidder has successfully erected at least 4 vertical above ground storage tanks (AST) for petroleum products storage, in accordance with API 650 standard, containing an external floating roof, at a min. volume of 48,000 m<sup>3</sup> min. each, during the 15 years preceding the Submission Deadline.

13.7.2. The Bidder has successfully erected ***within a single project*** several vertical above ground storage tanks (AST) for petroleum products storage, in accordance with API 650 standard, containing an external floating roof, at a combined volumes of at least 80,000 m<sup>3</sup>, during the 15 years preceding the Submission Deadline.

For the purposes of this section, the phrase "*successfully erected*" shall have the following meaning: planning and execution of the tanks, including required mechanical engineering works, and submission to the client.

13.8. The Bidder's formal representatives must participate in the contractors' tour.

13.9. The Bidder's net shareholder's equity for fiscal year 2021 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 2022 would be negative.

13.10. No other bid has been submitted in this Tender by that Bidder or an entity which is part of that Bidder's control group.

#### 14. **Documents Required to be Attached to the Bid**

The following documents shall be included in the bid:



- 14.1. The Tender Documents, including any clarification document and the summary of the contractors' tour, duly signed by the Bidder.
- 14.2. All appendices attached to this Tender, completed and duly signed as required.
- 14.3. The documents required for the purpose of proving compliance with the threshold conditions, including as detailed below.
- 14.4. The Bidder Quote and Form of Bid (Annexes E1-E2).
- 14.5. A concise description of the execution method ("method statement" as stated in section 12).
- 14.6. A Preliminary Project Time Schedule, presenting the main execution milestones which are to be related to the payment milestones.
- 14.7. 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.
- 14.8. For Israeli Bidders: Confirmation regarding (1) registration of the Bidder in any registry as may be required by law, including registration of the Bidder as a contractor under the Registration of Contractors for Construction Engineering Work Law, 5729-1969, in the (150) professional branch, with the financial classification which is consistent with its bid (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.
- 14.9. Annex A signed by the Bidder's authorized signatory and duly verified.
- 14.10. Annexes B and C signed by the Bidder's authorized signatory and duly verified.
- 14.11. Bills of quantities and final/partial approved accounts in relation with the projects presented by the Bidder for compliance with the threshold conditions, as well as recommendations on behalf of the client.
- 14.12. One of the following:
  - (a) the Bidder's audited financial statement(s) for the fiscal year ending 31 December 2020, showing that as of that date the Bidder's net shareholders' equity was positive; or
  - (b) 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, stating that the Bidder's net shareholders' equity as of 31 December 2020 was positive.
- 14.13. An accountant's declaration in the form of Annex D, completed and duly executed by an accountant.
- 14.14. Annex F signed by the Bidder's authorized signatory and duly verified.



- 14.15. Annex G signed by the Bidder's authorized signatory and duly verified.
- 14.16. 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 or more of the abovementioned documents, within a period of time following the Submission Deadline to be determined at the Company's reasonable discretion. If such Bidder fails to supply the requested documents to the satisfaction of the Company within such period of time, the Company may elect to disqualify its bid. If a Bidder submits documentation in excess of the requirements of this Section, the Company reserves the right to treat such excess documentation as a Modification, in the manner described in Section 2 of the Terms of Tender.
- 14.17. In examining the Bidder's compliance with the terms of the tender, including the threshold conditions, the following provisions will apply:
- 14.17.1. The Tenders Committee may, but does not have to, at its sole discretion and if it finds that this is justified in the circumstances, remove or waive any formal requirement and broadly interpret any threshold condition, having regard to its purpose and relation to the Services and nature of the Project.
- 14.17.2. The Tenders Committee may, but does not have to, apply to the Bidder for completeness and/or clarification regarding the bid, as well as to submit additional material and documentation related to proving the Bidder's compliance with the threshold conditions, including submitting an omitted certificate, amending Annex B to the bid and submitting additional documents accordingly, provided that the threshold conditions were met by the Bidder at the time of submission deadline. It is hereby clarified in this regard that the tenders committee separates the material threshold condition from the means of proving it.
- 14.17.3. The Company may examine compliance with the threshold conditions through a professional subcommittee, which will be appointed by the Company's tenders committee.

## 15. Key personnel

The Bidder will submit with its bid a project organization chart showing the key persons and the general teams which will be active for the fulfillment of the Project. The CV's of the key personnel will be submitted within the Bid.

Following is the list of the mandatory key positions to be manned by the Bidder with suitably experienced persons:

15.1. Project Manager

15.2. Project Engineer

## 16. Examination of the Bids



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

- 16.1. In the **first stage** the Company shall examine the Bidders' compliance with the Threshold Requirements.

The Company reserves the right to turn to those Bidders for which there is doubt as to their compliance with the threshold conditions, among other things for purposes of receiving pertinent explanations concerning their bid and said compliance with the threshold conditions.

Only Bidders in compliance with the threshold conditions of the procedure, will be declared as awardees of the Tender and included in the Framework Suppliers' Repository.

When reviewing the Bids, the Company reserves the right, at its sole discretion, to take into consideration all available information from any and all sources, including past experience of the Company itself with the Bidder.

- 16.2. In the **second stage**, the price quotes submitted on behalf of the Bidders will be opened. Subject to the other terms and conditions of this Tender, the Bidder whose bid meets the threshold conditions and bears the lowest price quote shall receive award of the contract, subject to the terms and conditions of this Tender and applicable law.

- 16.3. Notwithstanding the foregoing, it is clarified that the Company does not undertake to accept the lowest bid or any other bid, for any reason, including security related, and including being, at the Company's sole discretion, uneconomical and/or exceeding the estimate made by the Company and/or the budget available to the Company for carrying out the works. The company also reserves the right to negotiate with any of the Bidders whose bids have been found suitable.

- 16.4. It is clarified and emphasized that the Company and/or the tenders committee will be entitled to decide on the selection of the most suitable bid or decide not to select any bid, all in order to ensure maximal benefits to the Company and at its sole and final discretion, and the participants will have no claims and/or demands in this regard.

- 16.5. If two or more bids are submitted with equal price quotes and are entitled to be declared as the winning bids, the Company may conduct a Best and Final bidding process, in which Bidders who have submitted identical bids and Bidders whose bids are close by no more than 10% of the lowest bids will be asked to submit a revised bid. The Bidder who made the lowest bid after this procedure, will be declared as the winning Bidder. If the same results are obtained after this procedure, the Company may repeat this procedure several more times, until the lowest bid is submitted. The above mentioned does not detract from the Company's right to hold another competitive procedure (Best & Final) even in the case where there are no two winning bids.



- 16.6. The Company may, but is not obliged, in the event that it deems that none of the bids is to be declared as the winning bid, to negotiate with the Bidder with the best of the bids submitted, at its sole discretion, and according to the results of these negotiations to decide whether to accept its bid or to cancel the tender. .
- 16.7. Without derogating from the above, the Company may, but is not obligated to, reject any Bid in which one of the following exists: it is incomplete or unclear; is unreasonable, is mischievous, is based on incorrect assumptions or a misunderstanding of the subject of the tender, or is not prepared according to the tender documents, at the final and exclusive discretion of the company.
- 16.8. Without prejudice to the aforesaid, the Company reserves the right to cancel the procedure, for any reason, at any time, including after the submission deadline. Among other reasons, the quantity of proposals that will be submitted, and the price quotes stated within them, are possible reasons that may underlie the Company's decision to cancel the Tender. For the avoidance of doubt, it is clarified that the Company has the discretion not to choose any Bid if the price quote stated in it is not low enough or too low, or is unreasonable, and the participants will not have any claims and/or demands and/or claims in this regard.
- 16.9. The Company may, but not obliged to, at its sole discretion, contact the Bidder and/or third parties to provide additional information and/or clarifications and/or explanations and/or completeness in relation to the Bidder and/or the Bidder's bid and/or allow the Bidder to do so, including the submission of any document, calculation, approval, permit or license as required by the terms of this Tender, including for the purpose of proving the Bidder's compliance with the threshold conditions, provided that any document, license, approval or permit is valid until the Submission Deadline.
- 16.10. The Company reserves the right, at its sole discretion, to absolve any Bidder for compliance with a requirement or condition of the terms of this Tender, which are not material and which do not infringe the principle of equality.
- 16.11. The Company reserves the right, at its sole discretion, to invite each of the Bidders to a personal meeting, during which the Bidder will present its bid, in whole or in part, to the Tenders Committee and/or its consultants.
- 16.12. Subject to any law, the Company reserves the right to negotiate with any of the Bidders in relation to its bid.
- 16.13. Without derogating from what is stated in this section above, if there will remain a single valid Bid - the company may act as follows:
- 16.13.1. Negotiate with the Bidder, including a decision according to which the Bidder will not be required to submit a final bid as specified in this order, but in a manner to be determined; Or alternatively -
- 16.13.2. Decide that no negotiations will be conducted with the Bidder, and all without prejudice to any of the Company's rights under any law, including not to declare the remaining valid bid, or any bid, as the



winning bid.

## 17. Estimate

- 17.1. In this tender, an estimate was made of the value of the Services, which was deposited in an envelope in the tender box. The Company may, but does not have to, reject a bid that deviates significantly from the estimate.
- 17.2. Should all the bids submitted in the tender were less favorable for the tender holder than the estimate, the tenders committee may, at its sole discretion, determine that all the participants in the tender who are included in the final group of Bidders shall submit a repeat, improved price bid.
- 17.3. Should a single bid has been submitted, or a single bid remains for consideration by fore the Tenders Committee, at a price that is less favorable for the Company compared than the estimate, the tender committee may give the Bidder who submitted the bid a notice to that effect and allow him to submit a price bid at terms favorable to the Company, or declare on the cancellation of the tender - all at its sole discretion.
- 17.4. Should at least five bids have been submitted and met the threshold conditions, the company will be entitled to disqualify, at its discretion, bids that are lower than 90% of the average of the price quotes that met the threshold conditions. For the purpose of calculating the average of the bids above, the lowest bid and the highest bid will not be taken into account. To the extent that there are two identical extreme proposals (higher or lower than the estimate), these proposals will not be deducted from the said calculation.

## 18. Mandatory Contractors' Tour

- 18.1. All prospective Bidders who wish to submit a Bid must participate in a contractors' tour at the Work site. The Company may hold one or more contractors' tours, at its discretion.
- 18.2. The tours are intended to be held between **6.11.2022 and 17.11.2022**. Prospective Bidders who wish to participate in a contractors' tour, should contact Ms. Liat Sharon at [Contractsbid@pei.co.il](mailto:Contractsbid@pei.co.il) no later than **24.10.2022**, to request participation and receive the contractors' tour date and additional details.
- 18.3. All prospective Bidders who wish to submit a Bid must participate in a tour. A Bidder may participate via a representative provided that it has given such representative a proxy to participate on its behalf. A Bid submitted by a Bidder that did not participate in a tour may be disqualified, at the Company's discretion. It is hereby clarified that a certain representative will not be allowed to represent more than one Bidder. Before the tour, each participating Bidder must submit to the Company the certificate attached as Annex J, certifying who is its representative.



## 19. Clarifications and Amendments of the Tender Documents

- 19.1. 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, or any Bidder who wishes to suggest an amendment to the Tender Documents, may address the Company with a written request for clarification and/or suggestion for amendment. Such written request must be written entirely in the English language, using the form attached as an Annex L, and delivered to the email address provided below, and received by no later than 1.12.2022. It is clarified that the Company is not under any obligation to respond to such written request and/or accept any suggestions for amendment.
- 19.2. Any Bidder who fails to submit a written request as described in Section 17.1 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.
- 19.3. The Bidder is aware and agrees that any request for clarification and/or suggestion for amendment may, at the Company's discretion, be sent to all of the Bidders, including in a Notice to Bidders as described in Section 17.4 below.
- 19.4. The Company may, in its discretion, publish notices, updates, announcements and/or clarifications regarding this Tender, and/or modify or make any amendment to the Tender Documents (including any response to a written request received as per Section 10.1 above), by any means which the Company deems effective for such purpose, including by means of a notice sent to those Bidders who have registered at the Company's website ([www.pei.co.il](http://www.pei.co.il)). Such registration is each Bidder's sole responsibility (a "**Notice to Bidders**"). Registration for receipt of notices is the Bidder's sole responsibility. A Notice to Bidders shall be deemed received by all Bidders, effective immediately, upon such publication or dispatch of such notice, and references to this Tender or any Tender Document shall be deemed to incorporate all such notices, clarifications or amendments by reference.
- 19.5. The Company may amend or modify the Tender Documents (including but not limited to by means of a Notice to Bidders), *provided that* reasonable advance written notice has been given to all of the Bidders in the Tender, and *provided further* that bids already submitted may be amended in response to such amendment or modification, by an amending Submission Email in accordance with the Submission Protocol of Section 18 below.

## 20. Amendments of Bids

- 20.1. The Company may, in its sole 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.



- 20.2. The Company reserves the right to refrain from considering or to disqualify the bid of any Bidder who refrains from providing the Company with required information in a timely fashion or who provides inaccurate information.
- 20.3. Each Bidder is required, without delay, to update the Company in writing 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. Failure to provide such update in writing in shall be deemed a representation by Bidder that no such change has occurred.
- 20.4. The Company may, at any time, at its sole discretion, amend or modify the Tender Documents, whether or not such amendment or modification has been suggested by a Bidder (including but not limited to by means of a Notice to Bidders), provided that reasonable advance written notice has been given to all of the Bidders in the Tender, and provided further that bids already submitted may be amended in response to such amendment or modification, by an amending Submission Email in accordance with the Submission Protocol of Section 10 below.

## 21. Modification of or Reservations to the Tender Documents

- 21.1. It is hereby clarified that the Bidder may not modify, add to, omit from, or make any reservations or conditions to the Tender Documents in any way (any of the above, a "**Modification**"). If the Bidder believes that any clarification is required with respect to the terms and conditions of the Tender, or if the Bidder wishes to suggest an amendment to the Tender Documents, it must address the Company in the manner and within the timeframe set forth in this Tender. By submitting its bid, each Bidder indicates its acceptance of the terms of the Contract and this Tender, represents that its price quotes have taken into account all terms and conditions of the Contract and this Tender, and irrevocably waives any claim or argument to the contrary.
- 21.2. In the case of a Modification made by the Bidder, the Company may, at its sole discretion, act in accordance with any one or combination of the following options: (a) ignore the Modification(s), and require the Bidder to meet its bid as if it had been submitted without such Modification(s); (b) accept any Modification comprising or implying an additional undertaking, representation or guarantee by the Bidder as part of the bid, provided that such Modification shall not be considered in the comparison of bids or the award of contract; (c) disqualify the bid, in whole or in part; or (d) make any other decision that the Company may deem appropriate under the circumstances.
- 21.3. 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 irrevocably waives any claim or argument against the Company in such regard.

## 22. General Prerogatives of the Company





- 22.1. Notwithstanding anything to the contrary in this Tender, where the Company deems it necessary for the benefit of the Tender process and/or for the benefit of the Company, it may, at its sole discretion, alter any of the requirements and/or instructions contained in the Tender Documents, as it may find appropriate.
- 22.2. The Company reserves the right to modify, update or restrict any of the provisions of the Tender Documents ("**Amendment**").
- 22.3. Amendments shall be made by written addenda that shall be furnished to the registered Bidders. These addenda shall constitute an integral part of the Tender terms. No Amendment shall be binding unless it has been issued within a written addendum on behalf of the Company. Without derogating from the validity of the addendum, the Bidder shall acknowledge its receipt by a return e-mail as shall be provided for in each addendum.
- 22.4. Notwithstanding any right granted to the Company pursuant to the Tender Documents or pursuant to any applicable law, the Company may, at its sole discretion:
  - 22.4.1. Cancel the Tender, at any time and/or unconditionally reject any or all of the Bids without thereby incurring any liability to the affected Bidder or Bidders, including without limitation, decide not to enter into the Contract with any Bidder.
  - 22.4.2. Request additional information and/or clarifications from any of the Bidders.
  - 22.4.3. Accept Bids that are not fully compliant due to default or lack of information and/or exonerate technical defects that shall appear in the Bid bona fide, in which case the Company may, but is not required to, ask a Bidder to amend such default or defects in its Bid and resubmit the Bid including, without limitation, in the framework of negotiations held with the bidders.
  - 22.4.4. Without derogating from its rights pursuant to the Tender and/or any law, the Company shall be entitled to disqualify Bids if they are lacking, misleading, unreasonable, manipulative or based on incorrect assumptions or misapprehension.
  - 22.4.5. Without derogating from its rights pursuant to the Tender and/or to any law, the Company shall be entitled to correct or modify typographical errors or arithmetical errors that shall be detected in the Bids. The corrections shall be exercised during the examination of the Bids by the Company and shall be recorded in writing whereby the notice of the modification shall be delivered to the Bidder.
  - 22.4.6. Conduct an independent inquiry or investigation regarding any matter connected with the Tender process, including, without limitation, with regard to Threshold Requirements, evaluation criteria, financial strength, technical expertise and experience of any Bidder.



- 22.4.7. Provided that the Company allowed the affected Bidder an opportunity to present arguments (either written or oral) in support of its Bid, reject any Bid with respect to which the Company concludes, at its sole discretion, that the information supplied in the Bid, including, without limitation, information regarding the financial strength and/or technical capabilities of the Bidder, does not accurately reflect the actual ability of the Bidder.
- 22.4.8. Where a Bidder submits or presents any Deviation, whether in its Bid, during negotiations or in any other stage of the Tender Process, the Company may act as it deems appropriate, including without limitation, in any one or more of the following ways:
- 22.4.8.1. It may provisionally ignore all or part of a Deviation and, notwithstanding anything stated to the contrary in the Bid, evaluate such Bid without taking into account such Deviation, and as a condition to the awarding of the Contract or Purchase Order, require the Bidder to conform to all the requirements of the Tender as amended;
- 22.4.8.2. It may view all or part of a Deviation as errors which do not conflict with the principle of equality;
- 22.4.8.3. It may require the Bidder to correct all or part of the deviations;
- 22.4.8.4. It may disqualify the Bid.

### **23. Disqualification of Bid**

- 23.1. Without derogating from the Company's rights and authorities under the Tender and under law, the following conditions and events may lead to disqualification of a Bidder, at the Company's sole discretion, at any stage during the tender or after, during the Qualification Period. The disqualifying conditions and events apply both to the Bidders, their shareholders and to parent entities (hereinafter in this Clause jointly referred to as "Bidder").
- 23.1.1. The commencement of bankruptcy, receivership, liquidation or reorganization, reconstruction or composition of creditors proceedings against the Bidder or a similar situation, unless such proceedings are discharged within a reasonable period of time, as determined by the Company, at its sole discretion, or if an interim or permanent receiver, liquidator, administrator or examiner or similar officer is appointed over the Bidder and/or the assets thereof, or if the Bidder has become insolvent.
- 23.1.2. The commencement of any voluntary action for the liquidation of the Bidder except for the purposes of merger or reconstruction on terms approved by the Company in writing.
- 23.1.3. Commencement of any legal proceedings, which allegedly relate to an offence, which in the Company's opinion, affects the integrity of the



Bidder.

- 23.1.4. Commitment of a grave error by any Bidder in the performance of its profession.
  - 23.1.5. Employment of or engagement with a consultant or an expert, who was/is employed by the Company and/or any other relevant authority in relation to the Company without the prior written approval of the Company.
  - 23.1.6. Participation of a Bidder or an interested party therein, that is suspected of being involved in criminal activity or of being hostile to the State of Israel and/or that is a resident of a country which does not have diplomatic relations with the State of Israel.
  - 23.1.7. The existence of a material conflict of interest in a Bidder or any interested party therein.
  - 23.1.8. Any event or change in circumstances in the Bidder, which may adversely affect the Bidder's capacity to be approved as a Bidder.
  - 23.1.9. Any material breach of the provisions of the Tender, including the submission of any false or incomplete information.
  - 23.1.10. Any other event or circumstances which the Company shall consider, at its sole discretion, as justifying disqualification of any Bidder.
- 23.2. Without derogating from the generality of the foregoing, it is clarified that the Company may, in its discretion, disqualify without additional cause:
- 23.2.1. Any bid making a Modification to the Tender Documents;
  - 23.2.2. Retroactively, the bid of a Bidder receiving award of contract, if such Bidder fails to sign the Contract within 7 (seven) days of notification of award;
  - 23.2.3. The bid of a Bidder with whom the Company has had bad experience in previous engagements, including 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;
  - 23.2.4. Any bid whose price quote deviates significantly from the estimated or average estimated price quote for the Tender made prior to the inspection of bids (whether by Company or any of its advisors or agents) for the purpose of evaluating the competitiveness of bids (the "Estimate"), notwithstanding the Bid Score which such bid would otherwise have achieved;
  - 23.2.5. Any bid which may create a conflict of interest with other engagements of the Bidder;



- 23.2.6. Two or more bids which, in the Company's opinion, may be reasonably considered as Multiple Bids or are the substantial or commercial equivalent of Multiple Bids;
- 23.2.7. A bid submitted in a manner which does not conform to the Submission Protocol described in Section 10 of the Invitation to bid, or whose receipt was not verified by phone conversation as described therein;
- 23.2.8. The bid of any Bidder who refrains from providing the Company with required information in a timely fashion or who provides inaccurate information;
- 23.2.9. A bid in which a false, fraudulent, or misleading representation is made with knowledge of a Bidder and/or its authorized representatives;
- 23.2.10. A bid regarding which the Company has, in its reasonable opinion, reason to suspect a fact contrary to the representations expressed in paragraphs **שגיאה! מקור ההפניה לא נמצא.** or **שגיאה! מקור ההפניה לא נמצא.** of the Bidder's Declaration (Annex B);
- 23.2.11. Any bid which is incomplete, mistaken, or based on any incorrect assumption or misunderstanding regarding the Tender; or
- 23.2.12. Any bid which would otherwise have been granted award of contract, under special circumstances only and for reasons which the Company shall commit to writing, after having given the relevant Bidder reasonable opportunity to present its case. The aforesaid does not derogate from the Company's right to waive or correct technical flaws or any error or oversight which may occur in good faith, pursuant to the provisions of applicable law.
- 23.3. In the event that any of the above conditions or events occurs, the Company reserves the right to impose upon a Bidder any instructions as a condition for its participation in the Tender.

#### 24. Hiring of Workers

- 24.1. Under the Company's security directives, the winning Bidder shall forward to the Company a list of the workers to be hired by him and/or his Subcontractor(s), and no worker shall be employed and allowed to enter the Site without the Company's permit. The winning Bidder shall bear all the costs entailed in obtaining the permits. The winning Bidder shall not be entitled to additional time for executing the Works and to any additional payment in respect of the handling of obtaining permits or in any case where workers on its behalf are not approved. The number of workers on the winning Bidder's list must be larger than required for executing the Works, so that workers given an entry permit at an early date will be able to execute the required work. Details with respect to the certification process and the information to be submitted to the Company, are set forth in Annex K.



- 24.2. All expenses relating to the winning Bidder's workers shall be borne exclusively by the winning Bidder. It shall be the exclusive responsibility of the winning Bidder to comply with the laws, regulations, rules and practices pertaining to the hiring of workers. The winning Bidder is responsible for ensuring that the hiring of all foreign workers, by him and/or by its Subcontractor, shall be done in accordance with the applicable Israeli law. The Company shall be entitled to demand the dismissal of any worker not employed in accordance with the law, and the winning Bidder shall comply with such demand forthwith.
- 24.3. The winning Bidder shall not be entitled to any additional payment in respect of expenses incurred in connection with securing workers and/or hiring workers in a region or regions that are not the workers' residential place. In the event that workers in a specific vocation cannot be secured in sufficient number in Israel, the winning Bidder shall hire the necessary number of workers from outside Israel, in order to ensure completion of the Works on time. Hiring of foreign workers shall not entitle the winning Bidder to any additional payment.
- 24.4. All employees and anyone performing the Works on behalf of the winning Bidder must possess at all times any required approvals and certifications from the Israeli Ministry of Industry, Trade and Labor (e.g. authorization for working at heights, etc.).
- 24.5. The Company may instruct the winning Bidder to cease employing any certain employee for the performance of the Works, and the winning Bidder must comply and replace such employee within the time period prescribed by the Company.
- 24.6. Local labor laws must be adhered to, an employee may not work more than 12 hours per day and must be given one vacation day per week.

## 25. Liquidated Damages

- 25.1. Without prejudice to other rights or remedies, the Company may demand liquidated damages as described herein (the "**Liquidated Damages**") if:
- 25.1.1. A bid is withdrawn during its period of validity;
- 25.1.2. A winning Bidder repudiates its undertaking to be bound by the provisions of the Contract in accordance with its bid;
- 25.1.3. A bid is disqualified on grounds of a false, fraudulent or misleading representation; the Company has determined, in a reasoned opinion, that a reasonable suspicion contrary to the representations expressed in the Bidder's Declaration (Annex A) exists or has arisen.
- 25.1.4. The amount of Liquidated Damages shall be the greater of: (a) € 30,000; or (b) if the cause for Liquidated Damages gives rise to the disqualification of a bid which would have been the winning bid at a lower price than the replacement bid, the difference between the breaching Bidder's bid and the replacement bid.



- 25.2. 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.

## 26. **Interpretation and Definitions**

- 26.1. In the case of any conflict between the Tender Documents, the terms which prevail shall be in the following order of precedence: (a) the Technical Volume; followed by (b) other terms of the Agreement; followed by; (c) this Invitation to Bid; followed by (d) any other Tender Document or other document submitted in the bid; followed by (e) other written correspondence (if any) exchanged between the Company and the Bidder.
- 26.2. In all events, the reasonable construction or interpretation which is most conducive to ensuring that, in consideration of the price quoted by the winning Bidder, the Company shall receive, in a lawful and efficient manner, the complete execution of the Services to its satisfaction and in a timely fashion, shall prevail.
- 26.3. The general terms attached to the Contract shall also apply to the Tender to the extent applicable, unless otherwise specified herein. Notwithstanding anything else to the contrary, it is specifically clarified that the entire Tender is subject to the provisions of Israeli tender law, including the Mandatory Tenders Regulations, 5753-1993 (the "Regulations"), and that nothing in the provisions of any Tender Documents shall be interpreted to derogate from any mandatory provisions therein or any other mandatory provisions of applicable law.

## 27. **Tax**

- 27.1. It is clarified that each price quote is inclusive of all costs, expenses and tax (including VAT) associated with the provision or delivery of goods or fulfilment of any other condition of the Agreement.
- 27.2. If and to the extent that Israeli VAT applies to the provision of the Goods, the Bidder may indicate such Israeli VAT as a separate item in each relevant price quote. In such case, that bid's "quote price" (for purpose of comparison of bids and determination of the Bid Score) shall be considered to be the amount of the bid before Israeli VAT and, if such Bidder wins award of contract, Israeli VAT must be included as a separate item in each Invoice issued under the Contract.
- 27.3. If, at any time and for whatever reason, the Company determines in its reasonable opinion that Israeli VAT applies to any bid which did not indicate Israeli VAT as a separate item, the Company may unilaterally amend the amount of that bid's quote price such that the amended quote price, after the addition of Israeli VAT, is equal to the putative price quoted in such bid; however for purpose of comparison of bids, the Company may, in its discretion, consider either of such values to be the bid's "quote price".
- 27.4. In this Section, "Israeli VAT" means value added tax under the Value Added Tax Law, 5736-1975, at the rate which, as per the law in force on the Submission



Deadline, will be the current rate on a contemplated Delivery Date; and "VAT" means any tax imposed by a governmental authority of any other jurisdiction in a manner similar to Israeli VAT.

## 28. Information and Disclosure

- 28.1. All the information included within the Tender Documents is confidential information, proprietary to the Company (the "**Confidential Information**"). As such, the Bidder undertakes that the Confidential Information shall be used for the sole purpose of the submission of its Bid, and shall be kept strictly confidential with at least the same degree of care that it takes to protect its own information of a similar nature, which in no event shall be less than a reasonable standard of care. The Confidential Information shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of reproduction, without the Company's prior written consent. The Bidder undertakes, so far as is possible, to keep separate all Confidential Information from all its documents and other records. The Bidder shall immediately notify the Disclosing Party in the event of any loss or unauthorized disclosure or use of any Confidential Information.
- 28.2. Together with submission of its bid, a Bidder may 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.
- 28.3. 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. 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.
- 28.4. 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 requiring disclosure of information, including without limitation the Freedom of Information Law, 5758-1998 (the "Applicable Information Laws").
- 28.5. Each Bidder recognizes that Applicable Information Laws may require disclosure of information contained in the bid and/or otherwise related to the Tender, and waives in advance any claim or argument pertaining to a disclosure deemed necessary or advisable by Company for compliance with Applicable Information Laws, including if its entire bid or any part thereof is made available thereby for the examination of other Bidders and/or competitors. Each Bidder further agrees that if the Company is of the opinion that there is concern as to whether it may disclose any information as per a Bidder's requests to be disclosed, the Company may, to the maximum extent permitted by law, refrain from disclosing any such information, so long as no court order has been issued requiring such disclosure.

## 29. Submission Protocol



All bids must be submitted in accordance with the instructions provided in this Section (collectively, the “**Submission Protocol**”). ***Submission of a bid in any manner other than as per the Submission Protocol may result in disqualification of the bid.***

- 29.1. The bid must be submitted and received, by no later than the Submission Deadline set forth in Section 3.1 above, **either**
- (a) in a sealed envelope, deposited by hand in the special-purpose tender-mailbox, on the first floor of the Company's offices at: Petroleum and Energy Infrastructures Ltd / Oil Products Pipeline Ltd., 3 HaSadna’ot, Herzliya, Israel (Bidders submitting their bid by courier are advised to instruct their courier service of the importance of placing their bid in a sealed envelope in the tender box as per the above instructions), or
  - (b) by an email with attachments conforming with Section 18.2 below and addressed to [tender22-0956@pei.co.il](mailto:tender22-0956@pei.co.il) (the “**Designated Account**”), In the manner set forth below. The Bidders are required to follow the submission instructions precisely.

Bidders must choose to submit their Bids by one of these two methods. Any Bid submitted by a Bidder by both methods (physical deposit and Submission Email) may be disqualified and/or considered as if not submitted and/or the Company will have a right to choose one of the two Bids at its discretion, and the Bidder will have no claim in the matter.

- 29.2. In case of physical submission, all Bid Forms shall also be submitted on a CDR (containing Adobe Acrobat PDF (PDF) searchable format files). In the event of any discrepancy between the copies, the paper copy shall prevail. The paper copy and CDR shall be placed in one envelope.
- 29.3. **Without derogating from any other provision hereof, Submission Emails are subject to and must also comply with the terms in Annex I (the “Digital submission protocol”).**
- 29.4. 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.
- 29.5. Potential Bidders are instructed to register at the Company’s website in order to receive updates, announcements, clarifications etc. regarding the Tender. Said registration shall be the responsibility solely of the Bidders, and all notices, updates, announcements and/or clarifications made available to registered Bidders thereby shall be deemed received by all Bidders upon such publication.

### 30. **Miscellaneous Provisions**

- 30.1. Any and all expenses involved in preparing the bid are at the Bidder’s expense only.





- 30.2. The bid will be valid for 120 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. Bids which are not extended as aforesaid shall be disqualified, even if such bid would otherwise have been preferred, and the Company may continue the Tender process in accordance with its needs, from amongst the bids which have been so extended.
- 30.3. The Tender Documents are the property of the Company and are issued to the Bidders for the purpose of participation in this Tender process only. No use may be made of the Tender Documents by the Bidders apart from this purpose.
- 30.4. 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, and the terms stated in section 19 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.
- 30.5. By submitting its bid, each Bidder undertakes to be irrevocably bound by the confidentiality provisions of the Agreement, effective as of the Submission Date, which shall apply to all stages of the Tender, mutatis mutandis, whether or not such Bidder receives award of contract, and whether or not its bid is considered to be a qualified bid.
- 30.6. 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 publication of award of contract, or notice to a non-winning Bidder of non-award of contract or disqualification, as the case may be.
- 30.7. These proceedings are subject to the laws of the State of Israel, in their version from time to time. The bids will be prepared and submitted pursuant to any law, and the Bidders shall be deemed to have received appropriate legal counsel for participation in the proceedings and proposal submission.
- 30.8. It is hereby clarified, that the Company has submitted a request to the Israeli Administration of Industrial Collaboration (רשפי"ת), regarding an exemption or a percentage reduction of the scope of industrial collaboration in accordance with section 6(d)(6) of the tender regulations (scope of industrial collaboration), although a final decision has not yet been given.

Therefore, the Bidders are required to evaluate the scope of the Services to the extent stipulated by any law and as described in the Tender Documents, or to



obtain a full or partial exemption for industrial cooperation, all in accordance with the final decision to be given by the Administration of Industrial Collaboration (רשפי"ת).

30.9. Any matter related to this Tender, the Contract and any Purchase Order, including future Purchase Orders or engagements, shall be adjudicated only in the authorized courts of the city of Tel Aviv-Jaffa.

30.10. Any question regarding the Tender may be referred to the undersigned via e-mail to [Contractsbid@pei.co.il](mailto:Contractsbid@pei.co.il) no later than 1.12.2022 .

Sincerely,

**Liat Sharon**

**Procurement & Engagements Department**



**Annex A – The Bidder’s Declaration**

To: Petroleum & Energy Infrastructures / Oil Products Pipeline Ltd. (the “Company”)  
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:

**PART A – GENERAL DECLARATION**

1. I (the undersigned signatory) 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 (the undersigned signatory) am the officer responsible at the Bidder for the bid submitted in this Tender on the Bidder’s behalf.
3. We have read and thoroughly understood the provisions of all of the documents of “Tender No. NoPD22000956 For the Provision of Engineering, Procurement & Construction (EPC) Services Fuel Storage Tanks Construction Project”, 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 meanings ascribed to those terms in the Tender Documents.
4. We understand and agree that upon receiving notification that our bid has been selected as a winning bid, we will be automatically bound by the terms, conditions, and undertakings of the Contract (with Effective Date of date of such notification, regardless of when or whether the Contract is signed). Upon such notification, we agree to execute and deliver the Contract to the Company as per the terms of the Tender and the particulars of our bid, and we acknowledge that should we fail to do so, our bid may be disqualified retroactively.
5. We understand that the winning bid will be selected based on the formula provided in the Invitation to Bid, but we recognize that under the provisions of the Tender and/or its Terms, bids may be corrected or deemed qualified despite lacking certain prerequisites, or disqualified despite possessing all prerequisites, and we accept such terms and waive any claim or argument to the contrary.



6. 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.
7. 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 Te Technical Volume 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 the Contract and be bound by its terms.
8. 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 Tender Documents and the Agreement as per our bid, and we do not and shall not request any other manner or form of payment or consideration.
9. We understand that we will be required to deliver the Bank Guarantee to the Company immediately upon award of contract if and to the extent our bid is selected (and in no event later than 14 days of our notification thereof), which will serve as a performance guarantee, and that the Company will be entitled to demand payment from such Bank Guarantee by representing to the guarantor that the amount claimed is due by reason of our obligation arising from or in connection with the Tender or the Contract, without need for additional documentation; however such entitlement is independent of and shall not prejudice the underlying relationship between us and the Company.
10. Execution of the Works -
  - 10.1. We have read and understood all that is stated within the Invitation to Bid document, including the Agreement and its appendices, and this form (hereinafter all together and individually - the "Tender Documents") and we agree to everything stated within them.
  - 10.2. We have the organizational, financial and professional ability, including the knowledge and experience to carry out the Services, as specified in the Tender Documents, and in all its appendices.
  - 10.3. The Bidder has not provided services and/or provides services to any party, which may result in a conflict of interest between the same Services that are the subject of this Tender.
  - 10.4. The Bidder declares that it has in its possession, or undertakes to have in its possession at the time necessary for the performance of the Works, all approvals, certificates, equipment, tools and manpower necessary to perform the Works in accordance with the Tender Documents, and that it has the experience and knowledge necessary for the execution of the Works, all without infringement on any third party rights.
  - 10.5. The Bidder declares that it has studied the nature and location of the Works, taking into account the general and local conditions and all other factors



relating to the execution of the Works. These factors include but are not limited to the following: transportation, loading, handling and storage of materials, the possibility of obtaining manpower, water, electricity and general utilities, the possibility of obtaining equipment for executing the Works, unstable weather conditions, the type of equipment and services required before and during the execution of the Works in variable weather conditions, existing and possible access roads and any physical conditions which may be encountered in the course of the execution the Works, the nature and condition the site, the nature and details of the timetable for the Works and the need to complete them on schedule, and all other factors likely to affect the Works or the price.

10.6. The Bidder undertakes - should its Bid be accepted – to commence the Works immediately upon the Company's instruction to do so, and to perform the Works within the Timeframe specified in Section \_\_\_ of the Agreement.

11. Compliance with the threshold conditions - I hereby declare that the Bidder meets all the threshold conditions specified in the Invitation to Bid document.
12. we hereby declare and undertake that if the bid submitted by the Bidder is declared as the winning Bids, the Bidder will carry out all its obligations according to the Agreement and its appendices in full, and will start executing the Works immediately, or on any date specified by the Company, according to a schedule set by the Company, and will continue to execute the Works in full under the terms of the Agreement.
13. We understand that this bid may not be cancelled or revoked and is valid for 120 days from the Submission Deadline, and that withdrawal of our bid may result in Liquidated Damages. We further understand that the Company may require us to either extend the validity of our bid in order for our bid to remain under consideration.
14. 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 (including the timely execution of the Contract and delivery of the Bank Guarantee), 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.
15. 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 and/or forfeiture of the Bank Guarantee, all 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.



16. 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.
17. 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.
18. 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.
19. The Bidder is aware of and will abide by all applicable labor laws and regulations, including those of the State of Israel, including but not limited to the Minimum Wage Act of 1987-5747 and the Foreign Workers Act of 1991-5751.
20. The Bidder is aware that the Company is not obligated to accept the lowest Bid or any Bid submitted to you, nor to provide a reason for the rejection of any Bid, and that you have no obligation towards the Bidder unless the Bid is accepted and the Company adds its signature to the Contract.
21. 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 part of the public domain through no fault of our own (including of 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 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.
22. If we are a person resident or domiciled in Israel, organized under the laws of Israel, or registered in the Companies Registrar or other registry of the Corporations Authority of Israel, then the following representations are included in this our Declaration:
  - 22.1. We are 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; we have a valid approval pursuant to the provisions of the Public Bodies Transactions Law, 5736-1976; we are registered in any registry as may be required by law and hold all licenses as may be required by law with respect to the subject matter of the Tender, and if there is an official Israeli standard (within the meaning thereof in the Standards Law, 5713-1953) on the subject matter of the Tender, then we meet the requirements of such standard.



- 22.2. Neither we nor any of our directors or officeholders have been convicted of a crime involving moral turpitude ("עבירה שיש עמה קלוון"), or if any of the above has ever been so convicted, at least 7 years have passed since the complete serving of that person's sentence; and no indictment for a crime involving moral turpitude has been served or is pending against any such individual.
- 22.3. There is no possible conflict of interest, whether direct or indirect, between the affairs of the Bidder and or any interested party ("בעל עניין") of the Bidder, and the execution of the works and/or fulfilment of the covenants described herein and/or in the Contract by the Bidder or a person acting on Bidder's behalf.

**PART B: DECLARATION REGARDING NON-COLLUSIVE TENDERING**

1. 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: \_\_\_\_\_  
*(Instruction: if any – please state the name of the sub-supplier, the field in which it provides services and contact details).*
2. Neither I (the undersigned signatory) nor the Bidder was involved in an attempt to dissuade any competitor from submitting bids in this tender.
3. Neither I (the undersigned signatory) 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.
4. Neither I (the undersigned signatory) nor the Bidder was involved in an attempt to cause a competitor to submit an uncompetitive bid of any type.
5. 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.
6. I (the undersigned signatory) 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.
7. I (the undersigned signatory) am aware that the penalty for collusive tendering may be up to five years of actual imprisonment.

**PART C - DECLARATION REGARDING BRIBERY AND "BROKERAGE FEES"**

1. This declaration, representation and undertaking is made without derogating from any duties or prohibitions that may otherwise apply by virtue of applicable law.
2. Neither I (the undersigned signatory) nor the Bidder has, and neither I (the undersigned signatory) nor the Bidder shall:



- 2.1. Offer, give or receive, whether directly or indirectly, any benefit, money, bribe or anything of value with the aim of directly or indirectly affecting any decision, act and/or omission of the Company and/or any person acting on the Company's behalf and/or any other person or entity, in connection with the Tender and/or any contract, order or other relationship related thereto or derived therefrom (any or all of the above, the "**Tender Materials**");
  - 2.2. 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 and/or the Tender Materials which is privileged, confidential, or (whether or not privileged or confidential) not available to all of the Tender's Bidders; or
  - 2.3. 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.
3. If, in the Company's opinion, a reasonable suspicion should arise indicating that either I (the undersigned signatory) or the Bidder may have acted contrary to the provisions of Section 2 above, it is acknowledged and agreed that the Company shall have the right, acting in its sole and unlimited 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.

#### **PART D – CONCLUDING DECLARATIONS**

1. I (the undersigned signatory) 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.
2. References to me (the undersigned signatory) 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.

***In witness whereof, the undersigned hereby executes this Declaration:***

Bidder's Name: \_\_\_\_\_

Signatory's Name: \_\_\_\_\_

Signatory's Position: \_\_\_\_\_

Signature: \_\_\_\_\_





Bidder's stamp: \_\_\_\_\_

Date: \_\_\_\_\_

**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 \_\_\_\_\_, 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

**Annex B - Bidder's Professional Experience (Section 13.6.1)**

In order to document the fulfillment of the conditions set forth in Section 13.6.1 of the Tender, the following chart should be completed, followed by the accompanying declaration (relevant documents may be attached by the Bidder):

Name of Customer	Project Details, Number of Tanks Erected, Volume of Each Tank (48,000 m3 min. for <i>each tank</i> )	Year/ Period of Engagement	Value of Engagement (amount and currency)	Contact Person (title, description and telephone number)

The undersigned, being the Bidder's duly authorized representative for purposes of this declaration, does hereby declare and represent in the Bidder's name that the information supplied in the chart above is true and accurate in all material respects.

\_\_\_\_\_  
Signature and stamp of Bidder

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Position



**Annex C - Bidder's Professional Experience (Section 13.6.2)**

In order to document the fulfillment of the conditions set forth in Section 13.6.2 of the Tender, the following chart should be completed, followed by the accompanying declaration (relevant documents may be attached by the Bidder):

Name of Customer	Project Details, Number of Tanks Erected, Volume of Each Tank (80,000 m3 min. total for a <i>single</i> project)	Year/ Period of Engagement	Value of Engagement (amount and currency)	Contact Person (title, description and telephone number)

The undersigned, being the Bidder's duly authorized representative for purposes of this declaration, does hereby declare and represent in the Bidder's name that the information supplied in the chart above is true and accurate in all material respects.

\_\_\_\_\_  
Signature and stamp of Bidder

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Position



**Annex D - Accountant's Declaration (Section 13.8)**

I hereby confirm that in accordance with the documents presented to me and that I have reviewed:

The Bidder's net shareholder's equity for fiscal year 2020 was positive and there is no indication that the Bidder's net shareholder's equity for fiscal year 2021 would be negative.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and stamp of Accountant

\_\_\_\_\_  
Name of Accountant



**Annex E1 – Bidder's Quote**

To: Energy Infrastructures Ltd / Oil Products Pipeline Ltd (the “**Company**”)  
3 Hasadnaot,  
Herzliya  
ISRAEL

Re: Bidder’s Declaration for Public Tender No. \_\_\_\_-21 (this “**Declaration**”)

The undersigned, [full company name] \_\_\_\_\_, domiciled and organized under the laws of [jurisdiction] \_\_\_\_\_, with offices at [street address] \_\_\_\_\_, [city, state/province, postal code] \_\_\_\_\_, [country] \_\_\_\_\_ (“**we**”) does hereby confirm, represent and undertake as follows:

We have read and thoroughly understood the provisions of all of the documents of “Tender No. PD22000956: For the Provision of Engineering, Procurement & Construction (EPC) Services Fuel Storage Tanks Construction Project”, including the annexes thereto and this Declaration (the “**Tender**”, and such documents, the “**Tender Documents**”), and hereby declare as follows:

1. We hereby offer the Company to execute the Services, all as specified in the Tender Documents including all the Tender appendices.
2. The amount of our quote for the tender is:

**In digits:** \_\_\_\_\_ **NIS (excluding VAT) - total consideration.**

**And in words:** \_\_\_\_\_ **NIS (excluding VAT) - total consideration.**

We hereby declare that we have examined all that is subject to prior examination and have considered anything that may affect the determination of the Bidder's quote, and we expressly waive in advance, any claim and/or demand towards the Company in respect of and/or in relation with the aforesaid.

3. We hereby declare that we have received and/or have been provided with all the documents related to the Bid; That we have received explanations regarding the Bid and execution of the services within the framework of the Project; That we have understood all that was stated in the tender documents and submitted our bid accordingly; That we have studied and carefully examined all that is stated in the Tender Documents, and have examined all the requirements, conditions and circumstances, physical and legal, that may affect our Bid or the performance of the Services subject to the Tender; we hereby agree with everything stated in the Tender Documents, and confirm and undertake that we will not present any claims or demands based on ignorance and/or misunderstanding, and we hereby waive such



claims in advance. Without prejudice to the generality of the aforesaid, we are aware, and we agree, that in fact the submission of our bid embodies an express waiver of any claim, of any kind and type, regarding non-compliance and/or deviation, of any kind and type, of the terms of the Tender.

4. We hereby declare that we meet all the threshold conditions of the Tender and that our bid meets all the requirements in the Tender Documents and that we undertake to carry out the obligations in accordance with the terms of the Tender and the Agreement.
5. We hereby declare and undertake that if our bid is declared as the winning bid, we will perform all Services in accordance with all the terms of the Tender and its appendices, to your complete satisfaction, in the Bidder's quote (excluding VAT) specified in the Tender Documents and our bid.
6. If our bid is declared as the winning bid, we undertake to meet all the preconditions for signing the Agreement, as specified in the Tender Documents, and to sign the Agreement within 14 days of your notification, and to submit the required bank guarantees, the required insurance policies, and all other documents required within the Agreement and the Tender Documents. We undertake not to transfer to another party any of our rights under the Agreement, and not to add any partner or create another corporation for the purpose of exercising our rights under the Agreement.
7. Our bid is irrevocable and cannot be revoked or changed. We hereby agree that you will be entitled, but not obligated, to see this bid and its acceptance by you as a binding contract between us and you. We know, and agree, that you will be entitled to conduct any procedure regarding the submission of revised bids. We also know that you will be entitled to cancel the Tender.
8. The data and/or documents included in our bid which, in our opinion, constitute confidential information are:  

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9. We hereby declare that we know that executing the Services according to the tender documents requires confidentiality regarding the information that will be available to us, as well as maintaining a high level of reliability and trustworthiness and we undertake to comply with the provisions of the Agreement, while strictly observing the provisions of any law. We hereby declare that we are not permitted to transfer any information in our possession as a result of our participation in this Tender to any other party, or to make any use of it outside of the scope of this Tender.
10. We hereby declare that this bid is submitted without coordination with other Bidders, and that we have not disclosed the details of our bid to other Bidders in the Tender.
11. We hereby declare that our bid is within the purposes and powers set forth in the documents of the corporation in whose name the Bid is submitted and that we are entitled to sign this Bid on behalf of the corporation and that there is no impediment under any law or agreement to our signing of this Bid.



I hereby declare that what is stated in this bid is correct, and that this bid is irrevocable and cannot be changed or amended, and is valid and binding for the period specified in the Tender.

*In witness whereof, the undersigned hereby executes this Declaration:*

Bidder's Name: \_\_\_\_\_

Signatory's Name: \_\_\_\_\_

Signatory's Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Bidder's stamp: \_\_\_\_\_

Date: \_\_\_\_\_

**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 \_\_\_\_\_, 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





Committed  
to your  
energy

Annex E2 – Form of Bid





**Annex F – Absence of convictions regarding the Foreign Workers Law - 1991 or the  
Minimum Wage Law – 1987**

Affidavit

I \_\_\_\_\_ the undersigned, Identity Card No. / Passport No. \_\_\_\_\_ after being cautioned to tell the truth and that I can expect to incur the penalties prescribed by law should I not do so, hereby make the following declaration:

I give this affidavit in the name of \_\_\_\_\_ which is the Bidder (the "**Bidder**").

I certify that I am authorized to give this affidavit on behalf of the Bidder.

In this affidavit, the meaning of the term "affiliated" is as defined in Section 2B of the Public Bodies Transactions Law – 1976. I confirm that this meaning was explained to me and I understand it.

**(Mark X in the appropriate box)**

- The Bidder and those affiliated with it have never been convicted under the Foreign Workers Law and the Minimum Wage Law.
- The Bidder and those affiliated with it have not been convicted more than twice under the Foreign Workers Law and the Minimum Wage Law prior to the Deadline for the Submission of Bids.
- The Bidder and those affiliated with it have been convicted more than twice under the Foreign Workers Law and the Minimum Wage Law and at least one year has passed between the last conviction and the Deadline for the Submission of Bids.
- The Bidder and those affiliated with it have been convicted more than twice under the Foreign Workers Law and the Minimum Wage Law and one year has not yet passed between the last conviction and the Deadline for the Submission of Bids.

Attached herein my name, followed by my signature and the contents of my affidavit are true.

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Signature and seal  
of Bidder: \_\_\_\_\_

**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 \_\_\_\_\_, 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



**Annex G – Compliance with the Equal Rights for People with Disabilities Law - 1998**

Affidavit

I \_\_\_\_\_ the undersigned, Identity Card No. / Passport No. \_\_\_\_\_ after being cautioned to tell the truth and that I can expect to incur the penalties prescribed by law should I not do so, hereby make the following declaration:

I give this affidavit in the name of \_\_\_\_\_ which is the Bidder (the "**Bidder**").

I certify that I am authorized to give this affidavit on behalf of the Bidder.

(Mark X in the appropriate box):

- The Bidder employs no more than 25 employees, so the provisions of Section 9 of the Equal Rights for People with Disabilities Law - 1998 **do not apply to the Bidder**.
- The provisions of Section 9 of the Equal Rights for Persons with Disabilities Law - 1998 **apply to the Bidder and it complies with them**.

(In the event that the provisions of section 9 apply to the Bidder, an X must be marked in the appropriate box):

- The Bidder employs less than 100 employees.
- The Bidder employs 100 or more employees.

(In the event that the Bidder employs 100 or more employees, an X must be marked in the appropriate box):

- The Bidder undertakes that if it wins the Tender, it will apply to the Director-General of the Ministry of Labor, Social Affairs and Social Services for the purpose of examining the implementation of its obligations under Section 9 of the Equal Rights for People with Disabilities Law - 1998, and if necessary - receive guidelines for their implementation.
- In the past, the Bidder contacted the Director-General of the Ministry of Labor, Social Affairs and Social Services in order to examine the implementation of its obligations under section 9 of the Equal Rights for Persons with Disabilities Law - 1998, and if it received guidelines for the implementation of its obligations, it acted to implement them.

In the event that the provisions of Section 9 of the Equal Rights for Persons with Disabilities Law - 1998 apply to the Bidder, the Bidder undertakes to transfer a copy of this affidavit to the Director General of the Ministry of Labor, Welfare and Social Services, within 30 days of the Effective Date of contract pursuant to this Tender.



Attached herein my name, followed by my signature and the contents of my affidavit are true.

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Signature + seal of

Bidder: \_\_\_\_\_

**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 \_\_\_\_\_, 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





### Annex I - Digital Submission Protocol

The Bid and all of its attachments must be submitted and received, by no later than the Deadline for Submission of Bids set forth in the tender documents.

Digital submission will be performed as follows:

1. The Bid must be submitted by an email, addressed to the e-mail address stated in the tender documents (the "Designated Account"), in the manner set forth below. The Bidders are required to follow the submission instructions precisely.
2. Without derogating from any provision in the tender documents, it is hereby clarified, that a bid that is sent not to the Designated Account and a bid that is submitted without being electronically signed - will be disqualified.
3. The Bid must be divided into 4 files that will be sent together in one email, with a subject line which states the name of the Bidder and the number of this Public Tender (for example: "XYZ Bidder Ltd. -- Submission of bid for Public Tender No. XX/XXX"):
  - 3.1. File No. 1: Documents proving the bidder's compliance with the preliminary tender conditions in a signed PDF file. **The file should be saved as: "Preliminary Conditions"**.
  - 3.2. File No. 2: Bid Price in a signed PDF file as well as in an Excel file. If both a PDF file and an Excel file are submitted, then in case of a conflict, what is said in the PDF file will prevail over what is said in the Excel file. **The file should be saved as: "Bid Price"**.
  - 3.3. File No. 3: Technical specifications and Mandatory Contractors' Tour summary, signed in a PDF file. **The file should be saved as: "Technical specifications and signed Mandatory Contractors' Tour summary"**.
  - 3.4. File No. 4: The rest of the tender documents in a signed PDF file, in accordance with the terms of the tender. **The file should be saved as: "General"**.
4. An automatic confirmation email, containing the files received in the Designated Account, will be sent from the Designated Account following the Submission Email. The Bidder is required to ensure that all 4 files have been received. In the case in which no confirmation message was received, or in the case in which not all files were included in the confirmation message, the Bidder is required, according to the timetables stated in sections 8-9 to address the Company, as specified in section 9 below.
5. The total size of the Submission Email must not exceed 9MB. It should be clarified that while file compression software may be used, the Bidder is required to make certain that all files are legible and clear.
6. It is hereby clarified, that the Bidder is not allowed to send to the Designated Account any links to external sites, which will interfere with the acceptance of the bid, and that the Submission Email must include all the required details. Among other things, the Bidder is not allowed to attach a reference to JumboMail website or etc.
7. **All attachments to a Submission Email must be electronically signed by an individual authorized to submit the Bid on Bidder's behalf (an "Authorized Individual"), by means of a secure electronic signature which: (a) is uniquely connected to the Authorized Individual; (b) identifies the Authorized Individual as the signatory; and (c) is under the exclusive access and control of the Authorized Individual.**



8. The Company may open the Designated Account 24 hours prior to the Deadline for Submission of Bids ("Pre-Check Period"), solely to check receipt of emails in the Designated Account, as a result of an inquiry as set forth in Section 9 below. For the avoidance of doubt, the Company will not be opening any Submission Email and will not check if files were attached to it. It will be clarified that in cases where, for whatever reason, a Submission Email was received without any file, the Bidder bears full responsibility, and will have no claim towards the Company in this regard.
9. A Bidder who sent its bid before the Pre-Check Period, as described above, to the Designated Account, and did not receive an automatic confirmation email from the Designated Account as stated in section 4 above, will contact the company **immediately**, via [Contractsbid@pei.co.il](mailto:Contractsbid@pei.co.il) and all no later than the deadline for submission of bids, in order to clarify the matter. At the same time, the Bidder will submit another copy of the bid to the company via physical or digital submission, according to the Bidder's choice, and will notify the Company accordingly thereafter.
10. The company may open the Designated Account after the Pre-Check Period, following being notified by a Bidder that its bid was not received in the Designated Account, and that the Bidder sent its bid once again via email, and once again did not receive an automatic confirmation email from the Designated Account. The opening of the Designated Account as stated above, will be performed solely to check whether the bid has been submitted.
11. In case that more than one bid is submitted by the same Bidder in the Designated Account, the latter bid will bind the Bidder.
12. For the avoidance of any doubt, it is hereby clarified that bids may be submitted after the Pre-Check Period, as long as they are received in the Designated Account before the deadline for submission of bids. In this regard, the Bidder will take into account that sometimes emails are received in an external email box sometime after being sent, and will send its bid accordingly and long enough before the bid submission date, so that it is received on time. It will be clarified, that the Bidder bears full responsibility regarding the date of receipt of the emails to the Designated Account, and the Bidder will have no claim to the company in this matter. **Except in cases as stated in section 9 above, after the Pre-Check Period to the Designated Account, it will no longer be possible to perform inquiries regarding the submission of bids to the Designated Account, and the Bidders will bear full responsibility in cases where due to technical faults their bid will not be accepted in the Designated Account.**
13. By submitting its Bid, each Bidder: (a) confirms and consents that its correspondence with the Company regarding the Tender (and/or the Contract, if awarded), may take place via the email address from which the Bidder has submitted its Bid, unless the Bidder includes another email address for the purpose of correspondence and sending future notices from the Company, or until further notice on behalf of the Bidder; (b) represents that any documents comprising or included in an Electronically Signed Attachment and bearing the signature, stamp or written acknowledgment of a Manufacturer or any other third party, are true and authentic copies of the original document duly executed by an individual who is, to the Bidder's best knowledge, the authorized representative of that third party; (c) represents that the electronic correspondence and signature by which the Submission Email and Electronically Signed Attachments were submitted meet, at a minimum, the legal requirements of a "standard electronic signature" under the laws of the Bidder's jurisdiction, and comprise a legally binding signature under those laws.
14. Any Bid submitted by a Bidder by both physical deposit and digital submission Email, may be disqualified and/or considered as if not submitted and/or the Company will have



a right to choose one of the two Bids at its complete discretion, and the Bidder will have no claim in the matter.





**Annex J - Bidder's Representative**

Messrs.

Energy Infrastructures Ltd.

P.O.B. 2121

Herzeliya 46120

Dear Sirs,

I \_\_\_\_\_, ID/passport No. \_\_\_\_\_, in my capacity as \_\_\_\_\_  
[title or position of Bidder's Authorized Signatory] of \_\_\_\_\_ [Bidder's name]  
("Bidder"), being an Authorized Signatory thereof, certify in accordance with Section 17 of  
the Terms of the Tender document, that the following persons have been appointed by the  
Bidder:

\_\_\_\_\_ - has been appointed to represent the Bidder in the Suppliers  
Meeting.

Sincerely yours,

_____	_____	_____
Bidder's name and stamp	Signatory's signature	Date
_____	_____	
Signatory's name	Signatory's position	



**Annex K - Certification Process for Contractor's Workers, Safety Regulations**

- A. Hiring of workers by the Contractor within the confines of the Company's installation is conditional on obtaining the appropriate certifications from the Company's security officer, subject to filling out certain questionnaires as detailed herein.
- B. The installation's manager shall handle the certification process.
- C. Hiring of workers who are not citizens of the State of Israel within the confines of the Company's installations, shall not be allowed, except by special authorization of the Company.
- D. In any case where the Company permits the hiring of workers of foreign nationality, the Contractor shall be required to comply with the following conditions:
- 1) The workers shall not be nationals of the territories of Gaza and Judea and Samaria whose entry is forbidden.
  - 2) Only the entry of two or more foreign workers shall be allowed.
  - 3) Any group of foreign national workers shall be escorted by members of the terminal's security staff. The number of security guards shall be coordinated with the security officer.
  - 4) All workers shall undergo a security check upon entering and leaving.
  - 5) **The Contractor must execute the notice form attached to this Appendix C, together with the execution of the Contract.**
- E. The security officer and the Company have the right to approve or not to approve any worker the Contractor intends to hire for work at the installation.
- F. Questionnaires:

The Company's security officer shall provide the Contractor with a questionnaire, along with instruction regarding the parts to be filled for each worker.

The questionnaire shall be filled out in one original copy, taking care not to skip or leave out any detail. A questionnaire that is missing details shall be returned to the Contractor, and the check shall extend beyond the aforesaid period.

The completed questionnaires shall be submitted to the installation's manager with identity cards of the Israeli candidates, and a copy of the foreign candidates' passports. According to the identity card the installation manager shall verify the details in the questionnaire and shall forward it to the security officer for handling.

G. Entry Permits:

- 1) The lists of candidates cleared by the security officer and authorized to enter the terminal, shall be forwarded to the Contractor through the terminal/installation manager.
- 2) Only candidates cleared by the security officer and whose name is indicated in the above lists shall be able to enter the installation.



- 3) The workers intending to enter work within the installation's confines must identify themselves by an identity card or by a stay permit and valid passport, for workers who are not citizens of the State of Israel.
- 4) Following authorization of his entry into the installation, the worker shall deposit the certificate with the security personnel in return for which he shall receive a personal identity tag.
- 5) It is mandatory to carry the identity tag during the stay at the installation up to the end of the working day.
- 6) Leaving the installation's confines is possible only after returning the tag and receiving the certificate deposited.

#### H. Entry of Motor Vehicles:

The entry of a motor vehicle belonging to the Contractor into the installation shall be permitted only after registration of the vehicle at the entrance gate. The vehicle's driver shall be considered a rank-and-file worker of the Contractor and the process of his clearance shall be accordingly. The motor vehicle shall undergo a security check, including search, upon entering and leaving.

I. The Contractor's workers shall be found only close to the places where the work is being carried out. Except for these places, the Contractor's workers are forbidden to wander around the installation's confines, except by special authorization of the Engineer or the installation manager.

J. Overnight stay of workers within the installation's confines shall not be permitted.

K. A worker who does not comply with the security/safety instructions and/or the rules prevailing at terminal shall be removed forthwith.



**Notice for Employers employing foreign workers on Petroleum Energy Infrastructures Ltd.'s sites**

Petroleum and Energy Infrastructures Ltd. ("PEI") fully comply with the laws of the State of Israel, including labour laws and employment of foreign workers.

Accordingly, we hereby provide the following notice and information:

1. Employment of foreign workers on behalf of your company (hereinafter: "the employer") shall be limited the employment of employees holding a Blue Israeli ID card (Teudat Zehut) or foreign workers holding a valid work permit and a valid work permit (B-1 or other valid work visa) stamped in their passports.
2. The employer must apply and receive work permits for foreign workers who will take part in the work done on PEI's sites and/or for PEI's benefit.
3. Prior to commencement of the work, the employer is required to provide a contact person with PEI a copy of a valid work visa for each employee. This as a fundamental and basic condition for the employment of the foreign national to take part in the work being carried out in the area controlled by PEI and/or for the benefit of PEI.
4. The employer must comply with the State of Israel laws, particularly the labour laws and the foreign workers' laws relating to the employment of foreign workers, including the interior Ministry requirements as a precondition to obtaining a work permit and especially:
  - A. Wage above double the average wage in Israel - For expert workers over 3 months,
  - B. Adequate housing: foreign workers decree (Prohibition on illegal employment and Assurance of fair conditions) (Proper Residence), 5760-2000 adequate,
  - C. Medical Insurance: Order of Foreign Workers (ensemble of health services for the employees), 5761-2001,
  - D. Special employment contract for the foreign worker: The Foreign Workers Law, 5751-1991.
  - E. The existence of an overtime booklet.
  - F. Work location as detailed in the application letter (PEI facilities and its premises)
5. From time to time PEI is entitled to conduct, without prior notice, an inspection of employers of foreign workers in its premises. For the purpose of conducting the inspection, the employer is required to provide (the contact person in PEI) copies of documents supporting the legal employment of the foreign workers, including those specified in section 4, in a manner which includes all of its foreign employees or by a sample. The documents shall be provided according to PEI's written request and no later than 3 (three) working days from the date of the receipt of the request.
6. At no point shall employer-employee relations exist between POI and the foreign workers of the employer and the employer shall hold the full liability for the legal employment of the foreign workers. The above mentioned shall not affect this provision.



7. The employer shall be responsible for extension of work permits prior to their expiration. According to the laws of the State of Israel, the employment of foreign workers in Israel is prohibited without a valid permit.
8. If notwithstanding the above, PEI shall be required to pay any expenses or to pay fines as a result of the illegal employment of its contract workers which provide services, the employer-contractor shall reimburse PEI without delay.

Date: \_\_\_\_\_

Employer's name: \_\_\_\_\_

Name of the signer: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_



**Annex L - Clarifying Questions Form**

<u>No.</u>	<u>Question No.</u>	<u>The title of the document</u>	<u>Section No.</u>	<u>Clarifying Question</u>
1				
2				
3				
4				
5				
6				
7				
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10				
11				
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13				
14				
15				
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17				
18				
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20				



**Annex M – Agreement**

