

**Appendix D – Bidder's Declaration: Bill of quantities and Bid Form -  
Tender 011/17**

Messrs.

Petroleum and Energy Infrastructures Ltd. . Oil Products Pipeline Ltd. (the "Company")

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, after I have been warned that I am obliged to  
tell the truth and of the penalties of law should I not do so, do hereby declare in writing, on  
behalf of the Bidder, after having carefully read the Tender Documents, including all Parts and  
appendices, as follows:

1. The Bidder confirms that it has fully satisfied itself as to the extent and nature of the Goods to be provided. The Bidder is fully aware of the subject matter of this Bid and the conditions for its execution, including all factors that could affect the supply of the Goods, and accepts them without reservation.
2. The Bidder declares and confirms that its Bid fully complies with all preliminary conditions stated in the Tender Documents.
3. The Bidder herewith tenders its Bid to supply the Goods, in consideration of the amount specified in the Bidder's Bid Price, in compliance with the Agreement and the Order.
4. In the event of the acceptance of the Bidder's Bid, the Bidder agrees that the Company will integrate all the terms and conditions contained within this offer, into the signed Agreement that we are submitting with its Bid.



5. The Bidder declares that it has in its possession, or undertakes to have in its possession at the time necessary for the execution of the Agreement, means necessary to supply the Goods in accordance with the Tender Documents, and that the Bidder has the experience and knowledge necessary for supplying the Goods, all without infringement on any third party rights.
6. The Bidder undertakes - should its Bid be accepted – to commence executing the Agreement upon the Company's instruction to do so, and to supply the Goods within the timeframe specified therein and in the Order.
7. The Bidder undertakes all the conditions contained in the Tender Documents and has no reservations with regard to them. If the Bid attached hereto is accepted and the Bidder is awarded the Agreement, the Bidder agrees to act in accordance with the Tender Documents and its Bid. The Bidder declares that it did not rely on information and explanations provided by a Company's representative or employee in connection with the Tender Document conditions, unless such explanations and clarifications were included in the Tender Documents.
8. If the Bidder is declared a Candidate for Award, the Bidder shall work in earnest to furnish the extended Guarantee (from a bank to be approved by the Company) for the faithful performance of the Agreement, and an Insurance Certificate all in accordance with the requirements of the Agreement.
9. The Bidder hereby agrees that its Bid shall remain in effect during the period set forth in the Instructions to Bidders, and that the Company shall be entitled to accept it at any time before the end of such period, and in the course of said period the Bid shall be irrevocable and the Bidder shall not be entitled to change or cancel it. Should the Company request that the Bidder extend the period of validity of the Bid, the Bidder shall extend it on the same terms and conditions as set forth in the Instructions to Bidders.





10. The Bidder hereby declares that the execution of the Bid and supply of the Goods (a) will not create any potential for a conflict of interest, whether direct or indirect, and whether professional or commercial, between the Bidder, its directors, officers and employees, and the Company. The Bidder shall notify the Company immediately of any actual or potential conflict of interest and shall take immediate steps to eliminate the said conflict of interest; and (b) will not violate the terms of any contract, obligation, law, regulation or ordinance to which the Bidder is or shall become subject.

11. The Bidder is aware that the Company is not obligated to accept the lowest Bid or any Bid submitted, nor to provide a reason for the rejection of any Bid, and that the Company has no obligation towards the Bidder unless the Bid is accepted and the Company adds its signature to the Agreement.

12. The Bidder agrees that it shall solely bear any costs it incurs in preparing and submitting its Bid and further agrees to bear any further costs incurred prior to award of any Agreement.

13. The Bidder certifies that this is a bona fide Bid intended to be competitive. The Bidder also certifies that, prior to the hour and date for the submission of this Bid, it has not undertaken, or will not undertake, to carry out any of the following acts:

- communicate to any person the amount or approximate amount of the proposed Bid;
- enter into any agreement or arrangement with any person whereby the Bidder agrees to refrain from tendering, or agree to fix or adjust the amount of any Bid to be submitted; or
- offer, pay or give, or agree to pay or give, any sum of money or valuable consideration, directly or indirectly, to any person for doing, or having done, or causing, or having caused, to be done in relation to this, or any other tender or proposed tender for the Goods, any act or deed as above-described, or of similar intent to that above-described. In the aforementioned context the word "person" includes any persons or anybody or association, corporate or un-incorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.



14. The Bidder undertakes to keep confidential and cause its employees, subcontractors and agents to keep confidential, the information contained in the Tender Documents and any other information disclosed concerning the business of the Company, its financial affairs, its relations with its employees, whether or not such information is specifically classified or designated as confidential, as set forth in the Instructions to Bidders. The Bidder further undertakes that such information shall not be used for any purpose other than for replying to the Tender and that safeguards and proper procedures are implemented to protect such information.

15. Attached herewith are all the Tender Documents, including all Bid Forms duly signed and filled out.

Sincerely yours,

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

I, Attorney \_\_\_\_\_, hereby certify that Mr./Mrs./Ms. \_\_\_\_\_, I.D. number / Passport number \_\_\_\_\_, whose signature appears above, is authorized to sign for and to bind the Bidder for the purposes of this Bid.

_____	_____
Attorney at Law (signature and stamp)	Date



### Bill of quantities and Bid Form

Bidder's full name \_\_\_\_\_ I.D. / P.C. \_\_\_\_\_  
 Address \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Tel: \_\_\_\_\_ Mobile phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 e-mail: \_\_\_\_\_

Description	Unit	qty.	Unit Price	Total Price
pipe 12 inch API 5L X52 w.t. 0.375 inch PSL1 WITH COATING POLLYPROPYLENE THK= 4 MM, ACCORDING TO SPEC	M	1,500		
Pipe API 5L X52 12 inch 0.375 inch PSL1 BE with 3 layer FBE coating 3 mm according to spec.	M	21,356		
Pipe 12 inch API 5L X52 w.t. 0.406",PSL1,seamless with 3 layers coating fbe polyethylene 3 mm acc to spec	M	660		
<b>Total:</b>				

The quoted price is in NIS / dollars / Euro (circle according to your bid), linked to the representative exchange rate of such foreign currency (if applicable) as of the date of issuance of the invoice. We are not requesting, and we are aware we will not receive NIS linkage to the consumer price index or to any other index, and no restriction shall be accepted as to a minimum rate for foreign currency and/or any other fixing of the currency.





The quoted price refers to DDP / EXW / FCA / CIF ASHDOD PORT terms of delivery (circle according to your bid).

Signature

\_\_\_\_\_  
 Bidder's name and stamp

\_\_\_\_\_  
 Signatory's signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signatory's name

\_\_\_\_\_  
 Signatory's position

I, Attorney \_\_\_\_\_, hereby certify that Mr./Mrs./Ms. \_\_\_\_\_, I.D. number / Passport number \_\_\_\_\_, whose signature appears above, is authorized to sign for and to bind the Bidder for the purposes of this Bid.

\_\_\_\_\_  
 Attorney at Law (signature and stamp)

\_\_\_\_\_  
 Date

