



Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Request for Proposals (“RFP”) no. 20/264
For the Removal of Sludge from Crude Oil Storage Tanks
no. 44, 45

PART 2 – BID FORMS

- Form 1 - General Bid Form
- Form 2 - Experience
- Form 3 - Equipment
- Form 4 - Financial Information
- Form 5 - [deleted]
- Form 6 - [deleted]
- Form 7 - Absence of Convictions regarding the Foreign Workers Law - 1991 or the Minimum Wage Law – 1987
- Form 8 - Compliance with the Equal Rights for People with Disabilities Law - 1998
- Form 9 - Remuneration



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FORM 1 – GENERAL BID FORM

Bidder's Full

Name:

Bidder's Address:

City

State / Province

Zip/Postal Code

Country

Bidder's Contact

Information

Telephones:

Landline

Mobile

Fax

e-mail address:

Contact

Persons:

Place of
incorporation /
registration

[Bidder must attach a certificate of incorporation, duly
certified by its legal counsel]



Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Messrs.

Petroleum and 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, 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 Works 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 performance of the Works, and accepts them without reservation.
2. In connection with the Tender Documents (as this and other terms used herein are defined in Part 1 – Instructions to Bidders) for the execution of the Works described therein, the Bidder herewith tenders its Bid to carry out and complete the Works, in consideration of the amount specified in the Bidder's Bid Price Form (contained in Form 7 of this Part 2 of the Tender Documents) or on the basis of other amounts to be determined in accordance with the provisions of the Contract, in compliance with the Contract (Part 3 of the Tender Documents).
3. In the event of your acceptance of its Bid, the Bidder agrees that you will integrate all the terms and conditions contained within this offer, into the signed Contract that we are submitting with its Bid.



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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.
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.
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 12.1 of the Contract.
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 Contract, 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.



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8. If the Bidder is declared a Candidate for Award, the Bidder shall work in earnest to receive approval from the Israeli Ministry of Environmental Protection for its proposed work methods, and then to furnish at the time specified in the Instructions to Bidders the Performance Guarantee (from a bank to be approved by you) for the faithful performance of the Contract, and an Insurance Certificate all in accordance with the requirements of the Contract.
9. The Bidder hereby agrees that its Bid shall remain in effect during the period set forth in the Instructions to Bidders, and that you 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 you 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 performance of the Works (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 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.
12. 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.



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13. 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 Contract.

14. 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 Works, 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 any body or association, corporate or un-incorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

15. 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 RFP and that safeguards and proper procedures are implemented to protect such information.

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



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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 RFP.

Attorney at Law (signature and stamp)

Date



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The Bidder shall provide the information listed in the Forms below with the same number reference given herein:

FORM 2 - EXPERIENCE

Company Objectives:

To receive sufficient information to determine satisfaction of preliminary tender condition - Section 5.1 of Part 1 of the Tender Documents.

Tender Deliverables:

The Bidder shall provide information about its experience in cleaning tanks that demonstrates that it satisfies the preliminary tender condition of Section 5.1 of Part 1 of the Tender Documents.

FORM 3 - EQUIPMENT

Company Objectives:

To receive sufficient information to determine satisfaction of preliminary tender condition - Section 5.2 of Part 1 of the Tender Documents.

Tender Deliverables:

Equipment to be used, specification if the Bidder owns the equipment or intends to buy it or lease it (and from whom), current location of the equipment.

FORM 4 - FINANCIAL INFORMATION

Company Objectives:

To receive sufficient information to determine satisfaction of preliminary tender condition - Section 5.3 of Part 1 of the Tender Documents.

Tender Deliverables:

The Bidder shall provide a copy of its audited annual financial statements for the year 2019, including the auditors' opinion. If such statements are in a foreign language, with the exception of Hebrew, then the auditor's opinion of the 2019 Statements and the Bidder's Shareholder's Equity for 2019 must be translated and notarized.

If the Bidder does not yet have audited annual financial reports for the year 2019, it may submit a copy of its audited annual financial statements for the year 2018, including the auditors' opinion.



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**FORM 7 - 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: _____

Attorney Certification

I the undersigned Attorney, confirm that on the date of _____, Mr./Ms. _____ who proved his/her identity with Identity Card number / Passport number _____ / with whom I am personally acquainted, came to my office on _____ Street, in the city/settlement of _____, and after being warned by myself that he/she must tell the truth and that he/she could expect to incur the



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penalties prescribed by law should he/she not do so, signed the above affidavit in my presence.

Date: _____ License number: _____

Full name: _____ Signature and seal: _____



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FORM 8 - 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.



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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: _____

Attorney Certification

I the undersigned Attorney, confirm that on the date of _____, Mr./Ms. _____ who proved his/her identity with Identity Card number / Passport number _____ / with whom I am personally acquainted, came to my office on _____ Street, in the city\settlement of _____, and after being warned by myself that he/she must tell the truth and that he/she could expect to incur the penalties prescribed by law should he/she not do so, signed the above affidavit in my presence.

Date: _____ License number: _____
Full name: _____ Signature and seal: _____



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FORM 9 – REMUNERATION

Company Objectives:

To obtain a Bid Price in accordance with Part 1 of the Instructions to Bidders.

Tender Deliverable:

The Bidder shall complete the following table for the submission of its Bid price. This Form 9 shall be inserted as an appendix to the Contract with the winning Bidder.

Bidder shall quote a price per CBM of sludge for Tanks 44 and 45. The Bidder shall state several quotes, relating to different potential ranges of amounts of sludge. For the range of up to 500 CBM of sludge, Bidder shall state a fixed price to be paid regardless of the amount actually measured (the "**Fixed Price**"). It is hereby clarified, that the quote for 1 CBM in each range cannot exceed the quote for the previous range. If the Bidder states, for a specific range, a quote higher than the quote for the previous range, the Company shall fix that quote to be equal to the quote for the previous range.

Bidder must state in the table below, its estimation of how much crude oil (in CBM), if any, it will need in the cleaning process for every 1000 CBM of sludge in each Tank. Bidder may state an amount up to 2000 CBM of crude oil for every 1000 CBM of sludge (if a higher amount is stated, the Company will amend it to 2000 CBM). The volume stated by the Bidder, if higher than 1000 CBM of crude oil for every 1000 CBM of sludge, will impact the comparison between the different bids, as mentioned in Section 15 of Part 1 of the Bidding Documents, and may increase the Bid Price by up to 100%. For use of crude oil in the course of the Tank's cleaning, in excess of the quantity stated by the Bidder with respect to the Tank, pro-rated following determination of the amount of sludge in the Tank as detailed in Section 11 of the Contract, the Bidder shall be charged 500 USD per CBM, as detailed also in Section 58 of Appendix A. For the avoidance of doubt, no charge shall apply for use of crude oil in the cleaning process of the Tank, up to the amount specified below by the Bidder, pro-rated as aforesaid. The winning Bidder may not use crude oil for the cleaning process, purchased from a source other than the Company.



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For the avoidance of doubt, it is clarified that once the volume of sludge in the Tank is measured according to Section 11 of the Contract, the Bid price in the column representing the respective volume range, shall be applied to the **entire** measured quantity minus 500 CBM, to which the Fixed Price shall be applied (for example: (1) if the volume of sludge measured is 1100 CBM, the price quoted in the second column of the table below (501 and above range) shall be applied to 600 CBM, and added to the Fixed Price stated in the first column for the respective Tank. (2) if the volume of sludge measured is 400 CBM, the total Fixed Price stated for the respective Tank shall apply).

For the purpose of comparing the Bids, the Company shall calculate the total Bid Price per each Tank on the basis of the Known Sludge Quantity per that Tank, as defined in Part 1 of the Tender Documents (herein: the “**Total Bid Price per Tank**”), and the method described above, and shall then adjust it based on the Bidder's offered crude oil use, as detailed above and in Section 15 of Part 1 of the Bidding Documents (herein: the “**Adjusted Total Bid Price for the Tank**”). The Company shall then sum the two Adjusted Total Bid Prices per Tank and arrive at the overall bid price (the “**Overall Bid Price**”). The Overall Bid Price shall constitute the basis for comparison between Bids.

Prices quoted by the Bidder shall be fixed and not subject to increases on any account during the Bidder’s performance of the Contract. They shall include all components necessary to fulfill all the requirements set forth in the Tender Documents, including anything not explicitly mentioned in the documents but which is necessary to achieve the results requested.



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Without limiting the generality of the above statement, the price quoted shall include equipment, manpower, **mobilization and de-mobilization of the equipment to, from and within the Site**, approval process of MS by the Israeli regulatory authorities, steam generator, preparation of HSS plan according to regulations, temporary offices, and all types of ancillary payments (without limitation these include: insurance, food and lodging, travel and transportation costs, and any expenses or inputs of the Bidder in connection with quality assurance or acceptance tests). The Company will not pay additional consideration beyond the respective amounts quoted in this Form 9, in accordance with the measurement of the sludge in the Tank (see Sections 27.1 and 27.2 of the Contract).

The Bidder shall bear and be responsible for the payment of all taxes, stamp duties, rates, charges, impositions and compulsory payments of every nature whatsoever (whether government or local), with the exception of Israeli Value Added Tax ("**Israeli VAT**"), which shall be added by the Company to all payments made between the parties as required under law (the Company may pay the applicable Israeli VAT directly to the Tax Authorities, in accordance with each of the Bidder's invoices).

The Bidder is advised that with respect to income tax in the State of Israel, the Company is under obligation to withhold Israeli Income Tax from all payments, at source, unless an exemption from withholding is obtained. The Bidder will provide the Company with all required information and documentation as requested by the Income Tax Authorities in this regard.

The Bid may be priced in USD, Euros, or New Israeli Shekels (NIS). Bidder must clearly state in what currency it is quoting its Bid Price; **otherwise the Bid shall be treated as a Bid in NIS.**



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For the avoidance of doubt, and as stated in the Tender Documents the Contractor shall be paid by the Company in the currency quoted in its Bid. As stated in Section 12.3 of Part 1 of the Tender Documents, for purposes of comparing the Bids, all Bids shall be converted to NIS according to the representative exchange rate published by the Bank of Israel on the Deadline for the Submission of Bid Price.

The Company does not make any statement regarding the volumes of sludge contained in the Tank due to the fact that the Tank is operational and due to current uncertainties as detailed in the SOW document. The volume of sludge in each Tank (44 and 45), currently roughly estimated by the Company at 1,500 CBM, is indicative only and non-binding, its main purpose being to serve as a basis for comparing the Bid Price of the Bidders. However, the Company reserves the right to stop operating the Tank, survey the quantity of sludge, and present such surveyor report to all Bidders, in which case the surveyed amount shall become the Known Sludge Quantity for the Tank and be used to evaluate the Bids, in lieu of the above estimation. In any event, the actual amounts of sludge in the Tank will be measured by a surveyor prior to the commencement of the works, as specified in Section 11 of the Contract, and that measurement shall be the basis for calculating the remuneration to be paid to the Contractor.

The Surveyor's analysis attached to the SOW contains an analysis of the sludge in each Tank. However, the Company does not undertake any responsibility with relation to its surveyor analysis, and the winning Bidder shall have no claim or demand whatsoever towards the Company, including without limitation regarding the consideration to be paid or any other of the contractual conditions, in the event that the analysis at the time of execution of the Works, shall differ in any way from that contained in the analysis provided by the Company. Uncertainties, if any, should be embodied in the Bid price; Without derogating from the generality of Section 9 of Part 1 of the Tender Documents, **Bidder shall not include in its Bid any conditions or reservations with relation to the sludge quality or Bid Price.**



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	Column No. 1	Column No. 2	
Tank number and nominal capacity	Fixed Bid price for up to 500 CBM of sludge	Bid price (per 1 CBM of sludge) if entire amount is 501 or more CBM of sludge	volume of crude oil (in CBM) needed in the cleaning process for every 1000 CBM of sludge (and pro rata for less than 1000 CBM), up to 2000 CBM of crude oil for every 1000 CBM of sludge [if no number is listed, it will be deemed to be 0]
44 – 11,500 CBM			_____ <2000
45 – 12,000 CBM			_____ <2000

*The bidding currency (please circle the correct one): 1. USD 2. Euro 3. NIS

** Regarding the calculation method of remuneration which will be applied, and for the avoidance of doubt, it is clarified that once the volume of sludge in the Tank is measured according to Section 11 of the Contract, the Bid price in the column representing the respective volume range, shall be applied to the **entire** measured quantity minus 500 CBM, to which the Fixed Price shall be applied (for example: (1) if the volume of sludge measured is 1100 CBM, the price quoted in the second column of the table below (501 and above range) shall be applied to 600 CBM, and added to the Fixed Price stated in the first column for the respective Tank. (2) if the volume of sludge measured is 400 CBM, the total Fixed Price stated for the respective Tank shall apply).



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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