



Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

Finance Division - Procurement & Engagements Department

November 4, 2019
Ref.: 227887

Public Tender No. 046-19
Invitation to Submit Bids

To: All Tender Participants

Dear Sir / Madam,

Re: **Public Tender No. 046-19**

Petroleum and Energy Infrastructures Ltd. and/or Oil Products Pipeline Ltd. (the "**Company**") hereby invites the submission of bids for the supply of steel pipe for petroleum as specified in the Technical Specifications and Bill of Quantities attached hereto (the "**Goods**"), according to the following terms and conditions, and the general Terms of Tender attached as Annex A hereto.

In this Tender, "**NIS**" means New Israeli Shekels, "**USD**" or the "\$" symbol means United States Dollars, and "**Euro**" or the "€" symbol means Euros. Price quotes may be provided in NIS, USD or Euro, and are inclusive of all costs, expenses and tax.

1. **The Tender Documents**

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

- 1.1. General terms and conditions of this Tender – Annex A (the "**Terms of Tender**");
- 1.2. Form of the bidder's general declaration – Annex B;
- 1.3. Form of declaration regarding non-collusive tendering – Annex C;
- 1.4. Form of declaration regarding "brokerage fees" – Annex D;
- 1.5. Form of the bidder's declaration regarding experience in the sale of pipe conforming to API-5L standard – Annex E;
- 1.6. Form of declaration for Israeli bidders only – Annex F;
- 1.7. Form of Manufacturer's declaration – Annex G;
- 1.8. A bill of quantities of the Goods – Annex H (the "**Bill of Quantities**")
- 1.9. Technical specifications regarding the Goods– Annex J (the "**Technical Specifications**"); and





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- 1.10. Form of the engagement contract, including the Appendices attached thereto (the “**Contract**”) – Annex K.

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. **The Supply of Goods**

- 2.1. The Goods shall meet the requirements of the Technical Specifications and the Bill of Quantities, and shall be Manufactured either: (1) by one of the Manufacturers listed in Section 2.2 below (an “**Approved Manufacturer**”); or (2) in a country which is a member of the EU or the OECD, by a Manufacturer meeting the criteria listed in Sections 3.7 and 3.8 below.

- 2.2. The Approved Manufactures for this Tender are:

2.2.1. ArcelorMittal Tubular Products Roman SA, a Romanian company;

2.2.2. Moravia Steel a.s., a Czech company;

2.2.3. The Ukrainian companies Interpipe Niko Tube, Interpipe NTRP, or Interpipe NMPP;

2.2.4. Vallourec Tubes France; and

2.2.5. Dalmine S.p.A. (Tenaris), an Italian company.

- 2.3. The dates of delivery shall be calculated based upon the lead time of 90 days, or another lead time if so indicated by the bidder in its bid, in the space provided in the Bill of Quantities (the “**Lead Time Period**”). It is clarified that such Lead Time Period (whether as indicated by bidder, or whether the 90 day default period if no indication is made by bidder) will be the value used in determining the award of contract as per the formula in Section 7.1 below, and will bind the winning bidder under the Contract.

- 2.4. The supply of Goods will be CIF port of Ashdod (Incoterms 2010), as follows:

2.4.1. The first shipment (“**First Shipment**”), comprising 10 km of pipe, shall be received at port of Ashdod by no later than one Lead Time Period following the winning bidder’s notification of award (the “**First Shipment Date**”).





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- 2.4.2. The Company will have the option to make an order for two **Subsequent Shipments** (the “**Second Shipment**” and “**Third Shipment**”, respectively) for an aggregate additional 20 km of pipe, by means of written notice received by the winning bidder no later than 45 days following the winning bidder’s notification of award.
- 2.4.3. If the option for Subsequent Shipments is exercised, then the Second Shipment, comprising an additional 10 km of pipe, shall be received at port of Ashdod by no later than 90 days following the First Shipment Date (the “**Second Shipment Date**”), and the third shipment, comprising a further 10 km of pipe, shall be received at port of Ashdod by no later than 180 days following the First Shipment Date (the “**Third Shipment Date**”).
- 2.5. The Company reserves the right, at its discretion and at any time within 45 days following the winning bidder’s notification of award, to adjust the Subsequent Shipments to be of any higher or lower amounts (but not less than 10 km of pipe in the aggregate), with up to 10 km of pipe being provided in the Second Shipment and the remainder (if any) in the Third Shipment, *provided that* no single Shipment is of an amount less than 2 km of pipe).
- 2.6. Time is of the essence, and delays in delivery (other than resulting from a Force Majeure Event) will result in liquidated damages as described in the Contract.
- 2.7. ***Without derogating from the foregoing, bidders are advised that should there be a delay in delivery of the Goods and/or should any material defect or non-conformity be discovered in the Goods upon delivery, the Company reserves the right to take such negative experience into consideration regarding future or proposed relationship(s) with the winning bidder and/or its affiliates, including the possibility of excluding or limiting such bidder from future tenders or other commercial relationships, to the fullest degree allowed under applicable law.***
- 2.8. It is clarified that the terms of supply provided in this Section 2 are for the sake of convenience only. The full and actual terms and conditions of supply shall be in accordance with the provisions of the Contract (including the general terms of contract attached thereto).

3. **Preconditions**

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

- 3.1. The bid, including all attachments and documents related thereto, has been physically received in the tender box at the Company’s offices at HaSadna’ot 3, Herzliya 4672830, ISRAEL, by no later than November 26, 2019 at 23:59 Israel time (the “**Submission Deadline**”).





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- 3.2. The bidder is eligible to participate in the Company's tenders, and has not, as of the Submission Date, been notified by the Company in writing of any suspension of its participation in accordance with the Company's procedures.
- 3.3. (a) For non-Israeli bidders: The bidder is not subject to sanctions, investigations, or other restrictions by a governmental authority of its home jurisdiction which would render it ineligible to participate in tenders of governmental corporations or other public bodies in its home jurisdiction.
(b) For Israeli bidders: The bidder is eligible to participate in the Tender and enter into the Contract in accordance with the relevant provisions of Israeli law concerning transactions with public bodies; and the bidder has a valid approval pursuant to the provisions of the Public Bodies Transactions Law, 5736-1976.
- 3.4. The bid indicates that it shall be for supply of Goods: (a) which are Manufactured either by an Approved Manufacturer specified by name, or by a Manufacturer meeting the requirements of Section 3.7 and 3.8 below; **and** (b) which meet the requirements of the Technical Specifications and the Bill of Quantities, as evidenced by the bidder's and Manufacturer's respective signatures in conformance with Sections 4.3 and 4.7 below. In this Tender, "**Manufacturer**" means a single person or entity responsible for all stages and processes relating to the Manufacture of Goods as described in the Technical Specifications; and "**Manufacture**" refers to the formation of pipe, including the coating process.
- 3.5. For Israeli bidders: The bidder is registered in any registry as may be required by law and holds all licenses as may be required by law with respect to the subject matter of the engagement, and if there is an official Israeli standard (within the meaning thereof in the Standards Law, 5713-1953) on the subject matter of the engagement, the bidder meets the requirements of such standard.
- 3.6. Either: (a) the bidder is or is an Affiliate of an Approved Manufacturer; or (b) in the five (5) years preceding the Submission Deadline (i.e., from November 26, 2014 to present), the bidder has successfully supplied pipes conforming to the API-5L standard, with an aggregate minimum value of NIS 5,000,000, USD 1,425,000, or € 1,300,000.
- 3.7. The proposed Manufacturer either (a) is one of the Approved Manufacturers listed in Section 2.2 above; or (b) has successfully manufactured and supplied, in the course the five years preceding the Submission Deadline (i.e., from November 26, 2014 to present), pipe manufactured according to the API-5L standard in an aggregate value of not less than € 1,500,000 (one million five hundred thousand Euro), and has undertaken that all Goods will be Manufactured in a country which is a member of either the EU or the OECD.





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- 3.8. The bid must be for supply of Goods produced by a single Manufacturer meeting the requirements aforementioned; however for purposes of this requirement, Manufacturers who are Affiliates of each other will be considered as if they were a single Manufacturer, providing that each such Affiliate meets the requirements aforementioned.
 - 3.9. The bidder's net shareholder's equity for fiscal year 2018 was positive.
 - 3.10. No other bid has been submitted by that bidder or an entity which is part of that bidder's control group.
4. For sake of clarity, it is emphasized that multiple bids from the same bidder, bids from multiple entities within a single control group or syndicate, bids from multiple agents acting on behalf of the same principal, group or syndicate, or any substantially similar arrangement (any of the above, whether by direct or indirect means, "**Multiple Bids**") are categorically disallowed from this Tender. If any Multiple Bids are received, all such Multiple Bids will be automatically disqualified. This requirement does not prevent several bidders (who are not affiliated with each other in the manner described above) from submitting bids to provide Goods produced by the same Manufacturer. However, parallel bidding, in which a Manufacturer submits a bid in addition to another bidder (other than an Affiliate of that Manufacturer) to provide Goods produced by that same Manufacturer (or an Affiliate thereof) is forbidden ("**Parallel Bids**"). If Parallel Bids are received, then the Parallel Bid(s) of any bidder other than the proposed Manufacturer (or Affiliate thereof) will be automatically disqualified, and the Company shall be entitled (in its discretion) to see that proposed Manufacture (or Affiliate thereof) as bound directly by its bid, as per the lowest price quote of the other parallel bidders. **Documents Required to be Attached to the Bid**

The following documents shall be included in the bid:

- 4.1. For Israeli bidders, a copy (certified by a lawyer as true to original) of a valid approval pursuant to the provisions of the Public Bodies Transactions Law, 5736-1976.
- 4.2. A copy of the Bill of Quantities (Annex H), showing the bidder's price quote in the appropriate space(s) provided, and signed by the bidder.
- 4.3. A copy of the Technical Specifications (Annex J), signed by the bidder (for each item) as well as by each Manufacturer of each item, indicating thereby: (a) the Manufacturers' acknowledgement of the Technical Specifications; (b) the bidder's undertaking to supply the Goods in conformance with such Technical Specifications, unused and as manufactured by the Manufacturer; and (c) the bidder's representation that a complete report of all relevant Manufactures has been provided therein.
- 4.4. For Israeli bidders: Confirmation regarding (1) registration of the bidder in any registry as may be required by law, (2) any licenses as may be





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required by law and (3) compliance with any official Israeli standard that may exist, all of the above with respect to the subject matter of the engagement.

4.5. One of the following:

(a) the bidder's audited financial statement(s) for the fiscal year ending 31 December 2018, 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 2018 was positive.

4.6. The following Tender Documents, completed and duly executed by the bidder's authorized signatories:

4.6.1. Annex B;

4.6.2. Annex C;

4.6.3. Annex D;

4.6.4. Annex E; and

4.6.5. for Israeli bidders, Annex F.

4.7. Annex G, completed and duly executed by each Manufacturer (other than an Approved Manufacturer), and confirmed by a certified public accountant licensed in that Manufacturer's jurisdiction and engaged as that Manufacturer's accountant. Approved Manufacturers do not need to complete Annex G, but must acknowledge their undertaking to provide the Goods in conformance with the Technical Specifications (Annex J) by their signature thereto as per Section 4.3 above.

4.8. Annex K, including Appendix C thereto, signed by the bidder's authorized signatory in acceptance of the contractual terms and conditions therein. It is clarified that acceptance of such contractual terms and conditions forms an essential and integral part of the bid.

4.9. 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 4, the Company reserves the right to treat such excess documentation in the manner described in Section 2 of the Terms of Tender.

5. Clarifications and Amendments

- 5.1. Bidders in the tender are required to thoroughly check the various Tender Documents. Any bidder who finds ambiguities, discrepancies or inconsistencies in or between the various Tender Documents or various provisions thereof, or any other inconsistency, 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, and delivered to the email address provided in Section 9.5 below, and received by no later than November 13, 2019. It is clarified that the Company is not under any obligation to respond to such written request and/or accept any suggestions for amendment.
- 5.2. Any bidder who fails to submit a written request as described in Section 5.1 above will be barred from raising any claim in the future regarding any ambiguities, discrepancies or inconsistencies in or between the various provisions of the Tender Documents.
- 5.3. 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 5.4 below.
- 5.4. 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 5.1 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). 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.
- 5.5. The Company may amend or modify the Tender Documents (including but not limited to by means of a Notice to Bidders), in accordance with Section 3 of the Terms of Tender, *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 placing the written





amendment to such bid in a closed envelope in the manner described in Section 9.4 below.

6. Modification of or Reservations to the Tender Documents

It is clarified that the bidder may not modify, add to, omit from, or make any reservations or conditions to the Tender Documents in any way. 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 Section 5.1 above. 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. If the bidder modifies, adds to, omits from, or makes any reservations or conditions to the Tender Documents in any way, then Section 2 of the Terms of Tender shall apply.

7. Award of Contract

- 7.1. Subject to the other terms and conditions of this Tender (including the Terms of Tender) and applicable law, the bidder whose bid meets the threshold requirements and has the highest Bid Score shall receive award of the contract.

The “**Bid Score**” (S) of a bid is a function of: (a) the competitiveness of the bid’s quote price, expressed as the ratio of the lowest qualified bid (LQB) (in the numerator) to the bid’s quote price (B) (in the denominator) [maximum ratio of 1 for the LQB itself]; and (b) the proposed Lead Time Period in days (LT), according to the following formula:

$$S = [70\% * (100 * LQB/B)] + [30\% * (100 + 2 * (90 - LT))]$$

Note: Component (b) of the Bid Score formula may be zero (LT = 140) or negative (LT > 140). Component (b) may also be greater than 30 if proposed Lead Time Period is shorter than the default value of 90 days (LT < 90), and thus, depending on the competitiveness of the quote price, a Bid Score may exceed 100.

- 7.2. For example, if the lowest qualified bid is \$9,000, and the bid being examined is for \$10,000, with a Lead Time Period of 82 days, the Bid Score will be:

$$S = [70\% * (100 * (9K/10K))] + [30\% * (100 + 2 * (90 - 82))] = [70\% * 90] + [30\% * (100 + 2 * 8)] = 63 + 34.8 = \mathbf{97.8}$$

By contrast, if the lowest qualified bid described above (quoting \$10,000) were submitted with a Lead Time Period of 99 days, its Bid Score would be lower:





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$$S = [70\% * 100 * (10K/10K)] + [30\% * (100 + 2 * (90 - 99))] = 70 * 1 + 30\% * (100 - 18) = 70 + 27.333 = \mathbf{97.333}$$

Thus, in this particular example, the shorter Lead Time Period would allow the higher bid to prevail.

- 7.3. The date on which the winning bidder receives notification of its award shall be the “Effective Date” of the Contract, regardless of when or whether the Contract is signed by the Company and/or the winning bidder.

Note: The First Shipment shall arrive at port of Ashdod by no later than the Lead Time Period following the Effective Date, and the Subsequent Shipments (if Company exercises the option described in Section 2.4.2 above), shall arrive at port of Ashdod by no later than the LT + 90 days following the Effective Date, and LT + 180 days following the Effective Date, respectively.

8. Execution of Agreement with the Winning Bidder

- 8.1. The Company will determine the bidder to be awarded contract, if any, and notify all bidders as soon as reasonably possible of the results.
- 8.2. The engagement with the winning bidder will be based on a written agreement, the form of which is attached hereto as Annex K, and which constitutes an integral part hereof (the “**Contract**”). The winning bidder will sign the Contract in accordance with the details provided in its bid, within seven (7) days of notification of its award. If such bidder has not signed such Contract within seven (7) days of notification of award, following Company’s request giving bidder reasonable opportunity to do so, such bidder’s bid may be disqualified retroactively.
- 8.3. The date on which the winning bidder receives notification of its award shall be the “**Effective Date**” of the Contract, regardless of when or whether the Contract is signed by the Company and/or the winning bidder.
- 8.4. By submitting its bid, each bidder undertakes to be irrevocably bound by the terms of Contract expressed in Annex K (including the general terms of Appendix C thereto), effective as of the date it receives notification of award. It is clarified that each price quote expressed in a bid will be considered as taking into account all relevant provisions of the Contract and Tender, including without limitation any provisions regarding currency, payment, invoices, taxes, expenses, VAT, and delivery, as well as any representation or guarantee expressed therein, effective as of the Submission Deadline and repeated upon execution of the Contract
- 8.5. The Company reserves the right to make adjustments to the Contract that will be signed with the winning bidder, in its sole discretion. Without derogating from the generality of the foregoing, the Company





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acknowledges that a winning bidder may be desirous of comfort and/or assurance that it shall not be required or requested to breach its policies regarding sanctioned persons, organizations or countries, and/or in keeping with anti-money-laundering laws or good practice, and/or in compliance with its applicable law and/or corporate policies or practice (any of the above, a "**Compliance Policy**"). Therefore the Company shall, at winning bidder's reasonably detailed and reasoned request, consider amendments to the Contract providing such comfort and/or assurance, provided that such amendments are consistent with the Company's existing Compliance Policies, do not involve a material marginal pecuniary risk to Company, and are not in conflict with Company's general practice or applicable law.

9. Miscellaneous Provisions

- 9.1. Any and all expenses involved in preparing the bid are at the bidder's expense only.
- 9.2. The bid will be valid for 45 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.
- 9.3. Bidders may not withdraw their bids in the Tender so long as the bid is valid. A bidder withdrawing its bid in the tender shall be liable for Liquidated Damages to the Company, as described in the Terms of Tender, which amount the Company may collect by its first demand.
- 9.4. The bid must be submitted in a closed envelope by no later than the Submission Deadline, to the tender box which is located on the first floor of the Company's management offices at 3 Hasadnaot St., I.Z., Herzliya Pituach. "Tender No. 046-19" must be clearly printed on the envelope. Bidders submitting their bid by courier are advised to instruct their courier service of the importance of placing their bid as a sealed enveloped in the tender box as per the above instructions.
- 9.5. Any question may be referred to the undersigned via e-mail to purchasebid@pei.co.il.

Sincerely,

Talmor Sela

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Annex A: Terms of Tender

1. Interpretation and Definitions. These terms of tender (these “**Terms**”) are attached to and form an integral part of Public Tender No. 046-19 for the supply of steel pipe for petroleum (the “**Tender**”), as described in the Invitation to Bid. The submission of a bid in the Tender comprises the bidder’s agreement to these Terms and waiver of any claim or argument to the contrary. 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 Specifications or Bill of Quantities (including a bidder’s price quotes as described in the completed Bill of Quantities); followed by (b) other terms of the Contract, including the general terms of contract attached thereto; followed by; (c) these Terms, unless and to the extent specifically provided otherwise in another Tender Document; followed by (d) the Invitation to Bid; followed by (e) any other Tender Document or other document submitted in the bid; followed by (f) other written correspondence (if any) exchanged between the Company and the bidder. In all events, the reasonable construction or interpretation which is most conducive to ensuring that, in consideration of the price quoted by the selected bidder, the Company shall receive, in a lawful and efficient manner, the entire amount of Goods ordered to its satisfaction and in a timely fashion, shall prevail. The general terms attached to the Contract shall also apply to the Tender to the extent applicable, unless otherwise specified herein or in the Invitation to Bid. 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. In any Tender Document or Notice to Bidders, “including” means without derogating from the general application of the preceding word(s) or phrase, “knowledge” includes deemed knowledge after ordinary commercial diligence, and “written” includes by means of electronic correspondence. Unless otherwise specified or implied otherwise by context, in any Tender Document: (a) “Affiliate” means a person controlling, controlled by, or under common control with another person, where “control” is defined as per subsection (e) below; (b) “bid” refers to the entirety of the documents described in Section 4 of the Invitation to Bid, as submitted to the Company by no later than the Submission Deadline and/or any part thereof, and is further deemed to include (i) any documents relied upon by inference, (ii) any documents or correspondence submitted in response to Company’s request, and (iii) any excess documentation which the Company, in its discretion, decides to include in accordance with Section 2 of these Terms; (c) “bidder” means the party submitting a bid or interested in submitting a bid, as the case may be; (d) a “qualified bid” is a bid meeting all threshold conditions of the Tender (including the preconditions described in Section 3 of the Invitation to Bid), but excluding bids disqualified by the Company, and including bids accepted by the Company notwithstanding a flaw in the threshold conditions, when such disqualification or acceptance is done in accordance with the relevant provisions of the Tender and applicable law; and (e) a bidder’s “control group” means either of (A) one or more persons, entities, or ventures (“persons”), where one person controls, is controlled by or is under common control with the other person(s), “control” means the *de facto*





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ability, whether directly or indirectly, to direct a person's activities (other than by mere exercise of a fiduciary duty), and possession of >50% of share capital or voting rights is presumed to comprise control, or (B) a syndicate of persons acting in any coordinated manner with regards to Tender and/or the submission of bids.

2. No Modification. If the bidder modifies, adds to, omits from, or makes any reservations or conditions to the Tender Documents in any way (any of the above, a "**Modification**"), 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. 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.
3. Amendments. The Company may, in its uncontrolled discretion, allow a bidder whose bid is incomplete or flawed to amend, supplement or clarify its bid (including for the purpose of demonstrating the bidder's compliance with the threshold conditions), in such manner and under such conditions as may be determined by the Company in its discretion and in keeping with applicable law. 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 or who provides inaccurate information. The bidder is required, without delay, to update the Company in writing and without delay regarding any change that may occur, if and when such change occurs, in the information delivered to the Company at any time from the Submission Date until the date of publication of the Company's decision regarding the award of contract, and if it is awarded contract, until the execution of the Contract. Failure to provide such update in writing shall be deemed a representation by bidder that no such change has occurred. The Company may, at any time, at its 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 as defined in Section 5.4 of the Invitation to Bid), 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 placing the written amendment to such bid in a closed envelope in the manner described in Section 9.4 of the Invitation to Bid.

4. Disqualifications. The Company reserves the right, in its discretion, to disqualify any bid if and to the extent such disqualification is mandated or allowed under the Tender Documents (including the Invitation to Bid and these Terms) and/or applicable law. Without derogating from the generality of the foregoing, it is clarified that the Company may, in its discretion, disqualify without additional cause: (a) any bid making a Modification to the Tender Documents; (b) 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; (c) the bid of a bidder with whom the Company has had bad experience in previous





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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; (d) 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; (e) any bid which may create a conflict of interest with other engagements of the bidder, including engagements of the bidder with the Company on other matters contemplated in the tender; (f) 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; (g) any bid, submitted by a bidder who is not an Affiliate of the bid’s proposed Manufacturer, if that same proposed Manufacturer (or an Affiliate thereof) has submitted its own bid directly, in which case the Company shall be entitled (in its discretion) to see such submitting Manufacture or Affiliate as bound by its bid as per the price quote of the bidder so disqualified; (h) a bid which does not clearly indicate that it is for the supply of Goods manufactured by a single Manufacturer meeting the requirements of Sections 3.7 and 3.8 (or two or more Manufacturers who are Affiliates of each other, and each of which meets such requirements); (i) the bid of any bidder who refrains from providing the Company with required information or who provides inaccurate information; (j) a bid in which a false, fraudulent, or misleading representation is made with knowledge of a bidder and/or its authorized representatives; (k) a bid regarding which the Company has, in its opinion, reasonable grounds to suspect that a violation of the declarations made

in Annex C or Annex D has occurred; (l) any bid which is incomplete, mistaken, or based on any incorrect assumption or misunderstanding regarding the Tender; or (m) 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.

5. Permitted Negotiations and Additional Competitive Processes. Under appropriate circumstances and to the maximum extent allowed by applicable law, the Company reserves the right to do any of the following acts, without liability to any bidder: (a) to refuse any bid and/or to cancel the Tender at any stage, in its discretion; (b) to refrain from awarding contract to the bid with the highest Bid Score; (c) to negotiate with any bidder whose bid is found to be adequate in the Company’s judgment; (d) to refuse award of contract to a bidder whose bid would otherwise have been granted such award, or to retract such notice, under special circumstances and upon delivery of a reasoned notice of such decision to the relevant bidder; and/or (e) to hold an additional competitive process (“Best & Final”), by which the Company may approach such bidders as it may select in its discretion, and notify them that they are entitled to submit, within such timeframe as may be determined, a final bid, with the stipulation that if such bidder does not submit another bid pursuant thereto, its first bid shall be deemed as its final bid. Without prejudice to the foregoing, in the event that (in Company’s reasonable opinion) all qualified bids are less favorable to the Company than the Estimate, or in the event that all qualified bids would have had a lower Bid Score than the Bid





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Score which the Estimate would have had, had the Estimate been a qualified bid with a Lead Time Period of 90 days, then the Company may, in its sole discretion, hold an additional competitive process between all, some, or several bidders, in a manner to be reasonably determined by Company to be most conducive to achieving the Tender's purpose, in conformance with applicable law. If there is a single or single remaining qualified bid which is significantly less favorable to the Company than the Estimate then the Company may, in its discretion, and in addition to any other course of action otherwise available to Company: (a) allow that bidder to submit a more favorable bid by no later than a date which the Company may determine, (b) award contract as per that bid in accordance with the terms and conditions of this Tender, or (c) cancel this Tender and/or issue a subsequent Tender (whether or not under similar terms) in its stead.

6. Right to Examine Tender Results. 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.
7. Currency. 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 of Section 2 above will apply. If price quotes are expressed in multiple currencies, the Company may, at its sole discretion, deem the quote to have been provided in any of the currencies so expressed. A price quote expressed as a number without any legible expression of currency will be deemed as if expressed in NIS.

8. Tax. It is clarified that each price quote is inclusive of all costs, expenses and tax (including VAT) associated with the provision or delivery of the Goods or fulfilment of any other condition of the Contract. 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. 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 and determination of the Bid Score, the Company may – in its discretion – consider either of such values to be the bid's "quote price". In this Section 8, "**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





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jurisdiction in a manner similar to Israeli VAT.

9. Liquidated Damages. Without prejudice to other rights or remedies, the Company may demand liquidated damages as described herein (the “**Liquidated Damages**”) if: (a) a bid is withdrawn during its period of validity; (b) a winning bidder repudiates its undertaking to be bound by the provisions of the Contract in accordance with its bid; or (c) if a bid is disqualified on grounds of a false, fraudulent or misleading representation, or on reasonable grounds to suspect that a violation of the declarations made in Annex C or Annex D has occurred. The amount of Liquidated Damages shall be the greater of: (x) € 30,000; or (y) 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. 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.
10. Confidentiality. By submitting its bid, each bidder undertakes to be irrevocably bound by the confidentiality provisions of the Contract, 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.
11. Information and Disclosure. 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. 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. 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**”). 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.





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Annex B – The Bidder’s General Declaration

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

Re: Public Tender No. 046-19

The undersigned,

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

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

1. We have read and thoroughly understood the provisions of all of the documents of “Public Tender No. 046-19: Invitation to Submit Bids”, including the annexes thereto and this form (the “**Tender**”, and such documents, the “**Tender Documents**”). Capitalized terms in this declaration, unless otherwise defined, have the meaning ascribed to those terms in the Tender Documents.
2. We agree to and accept all provisions of the Tender, as expressed in the Tender Documents, and we hereby waive any claim with respect to the Tender other than as specifically allowed for therein.
3. If our bid is selected as per the procedures and conditions described in the Tender, we undertake to supply the Goods as defined in the Technical Specifications and Bill of Quantities in consideration of our price as quoted therein, in the quantities provided therein and/or as may be amended, CIF (Incoterms 2010) port of Ashdod, in accordance with the terms of the Tender and the Contract, and pursuant thereto we agree to sign and the Contract, and to be bound by its terms (whether or not signed) from the moment we receive notification of award.
4. For avoidance of doubt we agree that the Effective Date of the Contract shall be the date on which we are notified of the award of contract, regardless of when or whether the Contract is signed, and we shall arrange CIF delivery such that Goods are actually received: for the First Shipment, by no later than one Lead Time Period following our notification of award; and for the Second Shipment, by no later than two Lead Time Periods following our notification of award.
5. We understand that the winning bid will be selected based on the formula provided in the Invitation to Bid, which combines factor of price with the factor of length of proposed lead time, but that under the provisions of the Tender





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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. Our quoted price is as indicated in our bid, and we understand that all conditions regarding payment (including but not limited to invoicing, currency, and the events and/or dates upon which payment is due) shall be in accordance with the Contract as per our bid, and we do not and shall not request any other manner or form of payment or consideration.
7. We understand that this bid may not be cancelled or revoked and is valid in accordance with Section 9.2 of the Invitation to submit bids, i.e. for 45 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.
8. 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 execute the Contract, our bid may be disqualified retroactively.
9. We are aware that non-compliance with any of the pre-requirements described in Section 3 of the Invitation or any part thereof, and/or non-submission of any of the documents required in Section 4 of the Invitation, shall constitute grounds for disqualification of the bid, at the Company's sole discretion. We understand that our bid comprises a representation that all documents submitted with our bid in this Tender (including documents submitted with our bid in previous tenders as if repeated hereby, if and to the extent relied upon by us in our submission of this bid), including the undertakings, confirmations and acknowledgments made or described therein or thereby, are true, valid, and of continued effect in all material ways, unless otherwise indicated in our bid, and are deemed repeated unless and to the extent updated by written notice as per the Terms of Tender.
10. We engage on an ongoing basis in the manufacture and/or import, export or supply of the Goods described in the Tender, and we undertake, should our bid be selected, to supply all such Goods as we may be requested under the terms of the Contract.
11. To the best of our knowledge, neither (a) submission of our bid according to the terms of the Tender nor (b) entry into or performance of the Contract, if and to the degree our bid is selected, would create a personal or business conflict of interest for any of us, our officers, our agents or our employees who are, have been or would be involved in the bid or performance of the Contract.





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12. We undertake to keep confidential any information that may be disclosed, delivered or become known to us in the course of our dealings and undertakings with the Company regarding the Tender, other than information which (a) is or becomes public domain without fault of us, our directors, agents or employees, (b) reflects general knowledge or experience in our field of business or expertise, or (c) we are permitted to disclose by virtue of an explicit provision of the Tender or the Company's prior written approval. We shall not use, disclose, publish or otherwise allow for exposure of such information as described above to any person by any means whatsoever, without the Company's prior written consent on a case-by-case basis. In the event that our bid is selected, we will also ensure that our employees and any person who provides services on our behalf in any matter regarding the Tender or the Contract shall fulfill the provisions of this undertaking, and shall be bound by confidentiality covenants no less strict than the same.

13. 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. These representations, understandings and undertakings are not exhaustive, and shall not be interpreted to derogate and or impair the full force of all provisions of the Tender and the Contract, including the Terms of Tender and the general Terms of Contract.

Signature, with bidder's stamp

Date

Name _____ of _____ signatory:

Position: _____





Annex C: Declaration regarding Non-Collusive Tendering

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

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

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





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9. I am aware that the penalty for collusive tendering may be up to five years of actual imprisonment.

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

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, alternatively, 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., License No. _____, do hereby confirm that _____ {who identified himself by I.D. No. _____ / with whom I am personally acquainted} appeared before me at _{location}_, Israel on _{date}_ and, after I warned him/her to tell the truth, failing which s/he would be subject to the penalties prescribed by law, did confirm the veracity of and signed his/her declaration above in my presence.

Signature and Stamp





Annex D - Declaration Regarding “Brokerage Fees”

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

1. I am authorized to make and sign this Declaration and undertaking on behalf of the Bidder under the terms of the Bidder’s organizational documents and any relevant decision or authorization of the Bidder’s managers and/or directors.
2. I am the officer responsible at the Bidder for the bid submitted in this Tender on the Bidder’s behalf.
3. This Declaration is made without derogating from any duties or prohibitions that may otherwise apply by virtue of applicable law.
4. Neither I nor the Bidder has, and neither I nor the Bidder shall:
 - 4.1. offer, give or receive, whether directly or indirectly, any benefit, money or anything of value with the aim of directly or indirectly affecting any decision, act and/or omission of Petroleum and Energy Infrastructures Ltd. (the “**Company**”) and/or any person acting on the Company’s behalf and/or any other person or entity, in connection with the tender known by Tender No. 046-19 and/or any contract, order or other relationship related thereto or derived therefrom (any or all of the above, the “**Tender**”);
 - 4.2. solicit, cooperate or otherwise communicate with, whether directly or indirectly, any officer, agent or employee of the Company, or any other person or entity, with the aim of directly or indirectly obtaining any information relating to the Tender which is privileged, confidential, or (whether or not privileged or confidential) not available to all of the Tender’s bidders; or
 - 4.3. solicit, cooperate or otherwise communicate with, whether directly or indirectly, any officer, agent or employee of the Company, or any other person or entity, with the aim of fixing prices in an artificial and/or uncompetitive manner.

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





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5. If, in the Company's opinion, a reasonable suspicion should arise indicating that either I or the Bidder may have acted contrary to the provisions of Section 4 of this Declaration, it is acknowledged and agreed that the Company shall have the right, acting in its sole and uncontrolled discretion, to exclude the Bidder from the Tender or any other procurement process in respect of which such suspicion may arise (a "**Procurement**") and may, in its sole discretion, disqualify the Bidder's bid(s) in any Procurement and/or cancel, at any time, the Bidder's winning bid(s) in any Procurement and/or terminate, at any time, any contract or order derived from or otherwise related to any Procurement.
6. I will bring the content of this Declaration, including the representations and undertakings made herein and hereby, to the attention of the Bidder's employees, sub-contractors, representatives, agents and any other person who is involved in any way in the Tender on the Bidder's behalf.
7. References to me in this Declaration shall be deemed to include (with regards to the Bidder's declaration and undertaking without reservation, and with regards to my declaration to the extent of my actual knowledge) all employees, representatives, sub-contractors or agents of the Bidder as described in paragraph 6 above.
8. In witness whereof:

Name: _____

Signature: _____

The Company's stamp: _____

Authentication

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, alternatively, 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., License No. _____, do hereby confirm that _____ {who identified himself by I.D. No. _____ / with whom I am personally acquainted} appeared before me at _{location}_, Israel on _{date}_ and, after I warned him/her to tell the truth, failing which s/he would be subject to the





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penalties prescribed by law, did confirm the veracity of and signed his/her declaration above in my presence.

Signature and Stamp





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Annex E: Bidder's declaration regarding experience in the sale of pipe conforming to API-5L standard (condition number 3.6)

To document the fulfillment of the condition set forth in Section 3.6 of the Invitation to Bid, the following chart should be completed, followed by the accompanying declaration:

Name of Customer	Project Details	Year/ Period of Engagement	Value of Engagement (amount and currency)	Contact person + telephone

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





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Oil Products Pipeline Ltd.

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Annex F: Declaration for Israeli bidders only

To: Petroleum and Energy Infrastructures Ltd. and/or Oil Products Pipeline Ltd.
Re: Bidder's declaration regarding Public tender No. 046-19 (the "Tender")

I the undersigned, _____, bearing ID no. _____, having been duly warned that I must make a truthful declaration, and that if I fail to do so I will be subject to the penalties prescribed by law, make the following declaration:

I submit this declaration (select one):

- in my own name as bidder
 duly acting on behalf of _____ Ltd., company no. _____
(hereinafter, the "bidder").

I hereby declare and attest that all of the following are true:

1. Neither the bidder nor any of its directors or officeholders has been convicted of a crime involving moral turpitude ("עבירה שיש עמה קלון"), or if any of the above has 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.
2. There exists no legal impediment for the bidder to participate in the Tender and fulfil of the obligations in the Contract attached thereto; and 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 therein by the bidder or a person acting on bidder's behalf.
3. The bidder meets all threshold conditions of the Tender.

I am familiar with the English language and fully understand the content of this declaration, or the contents of this declaration have been explained to me to my full satisfaction. The signature appearing below is my signature and the contents of this declaration are true.

Name Signature and bidder's Date
Stamp

I the undersigned, _____, Adv., License No. _____, do hereby confirm that _____ {who identified himself by I.D. No. _____ / with whom I am personally acquainted} appeared before me at _{location}_, Israel on _{date}_ and,





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after I warned him/her to tell the truth, failing which s/he would be subject to the penalties prescribed by law, did confirm the veracity of and signed his/her declaration above in my presence.

Signature and Stamp





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Oil Products Pipeline Ltd.

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Annex G: Form of Manufacturer's Declaration

Public Tender No.046-19 (the "Tender")

The undersigned, _____, a *[type of entity]* registered and domiciled in *[Manufacturer's jurisdiction]* (the "Manufacturer"), does hereby represent and declare to Petroleum and Energy Infrastructures, Ltd. (the "Company"), with respect to that certain Tender by which the Company has invited bids for procurement as described therein, that the Manufacturer has successfully supplied, in the course the five years preceding the Submission Deadline (i.e., from November 26, 2014 to present), pipe manufactured according to API-5L in an aggregate value of not less than € 1,500,000 (one million five hundred thousand Euro). The Manufacturer further represents that the manufacture of all pipe which it shall supply pursuant to the Tender shall take place at its facility located in *[jurisdiction of manufacture]*, which is either an EU or OECD member country, and that the coating of all such pipe will be performed either by itself at the facility aforementioned, or by its authorized subcontractor *[name of subcontractor]* at such subcontractor's facility located in *[jurisdiction of coating]*, which is either an EU or OECD member country.

Name of Manufacturer: _____

Signature: X _____

By (name of authorized signatory): _____

Position: _____

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

Authentication

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, alternatively, 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)





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constitutes that bidder's representation to the Company that this is the case.
Apostille is not required.

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

Signature and Stamp





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Annex H: Bill of Quantities

part no.	description	spec.	qty./ m.	currency	unit price	total price	lead time period
First Shipment							
25551	pipe 12 inch API 5L X52 SMLS w.t. 0.438 inch PSL2 WITH COATING POLLYPROPYLENE THK= 4 mm, acc to spec	163809-v12a	10,000				
Second Shipment							
25551	pipe 12 inch API 5L X52 SMLS w.t. 0.438 inch PSL2 WITH COATING POLLYPROPYLENE THK= 4 mm, acc to spec	163809-v12a	10,000				First Shipment lead time +90 days
Third Shipment							
25551	pipe 12 inch API 5L X52 SMLS w.t. 0.438 inch PSL2 WITH COATING POLLYPROPYLENE THK= 4 mm, acc to spec	163809-v12a	10,000				First Shipment lead time +180 days





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Annex J: Technical Specifications





Engineering Department

#163809-v12

TECHNICAL SPECIFICATION FOR STEEL PIPE, API X52 (SMLS) BARE OR WITH COATING (3 LAYERS P.E/P.P)

This is the enquiry specification for pipe (bare pipe or with cover coating 3 LAYERS P.E or P.P acc to bill of quantities) for the construction of an oil pipeline . The steel pipes shall be produced in accordance with API 5L 45th edition (or last edition), by a manufacturer licensed to use the API monogram or last rev. Process of manufacture, materials, chemical properties and tests, mechanical properties and tests, hydrostatic tests, dimensions, weights and lengths, tolerances of dimensions and weights, pipe ends, non- destructive inspection, workmanship, visual inspection and definition of defects, marking and coating, color identification- shall be performed in accordance with:

- a. Requirements of API 5L 45th edition or last rev.
- b. Additional requirements as detailed under paragraphs below.

Pipe requirements :

1.Type & Size – according to bill of quantities

- STEEL PIPE API 5L L360 (X52) 6 5/8" x **0.312"**, Seamless pipe (SMLS)
- STEEL PIPE API 5L L360 (X52) 6 5/8" x **0.344"**, Seamless pipe (SMLS)
- STEEL PIPE API 5L L360 (X52) 8 5/8" x **0.344"**, Seamless pipe (SMLS)
- STEEL PIPE API 5L L360 (X52) 10 3/4" x **0.365"**, Seamless pipe (SMLS)
- STEEL PIPE API 5L L360 (X52) 10 3/4" x **0.438"**, Seamless pipe (SMLS)
- STEEL PIPE API 5L L360 (X52) 12 3/4" x **0.375"**, Seamless pipe (SMLS)
- STEEL PIPE API 5L L360 (X52) 12 3/4" x **0.406"**, Seamless pipe (SMLS)
- STEEL PIPE API 5L L360 (X52) 12 3/4" x **0.438"**, Seamless pipe (SMLS)
- STEEL PIPE API 5L L360 (X52) 16 x **0.5"**, Seamless pipe (SMLS)

2. Product specification level – according to bill of quantities

PSL 1 - inspection & documentation in accordance with EN 10204- 3.1

PSL 2 - inspection & documentation in accordance with EN 10204- 3.1

PSL 1 - inspection & documentation in accordance with EN 10204- 3.2



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PSL 2 - inspection & documentation in accordance with EN 10204- 3.2

Third party inspection –

For EN 10204- 3.2 the bidder shall declare the third party company for the approve of PEI. Third party shall include at least 10%-15% of wideness inspection by the third party company, at hold points according to manufacture process plan and PEI approve.

General requirments :

- A linepipe joint length range (Min/Max) of 12.15m +/- 0.5m with an average length of 12.15 m is required
- The pipe shall not be cold expanded
- Jointers shall not be accepted
- Repair of defects in the body of pipe will not be accepted.
- Pipes containing lamination of any size shall be rejected.
- Full length (100%) non – destructive ultrasonic inspection
- **Pipe end inspection –**
ultrasonic inspection in accordance with ISO 10893-8 or ASTM A578 and ASTM A435 shall be used to verify that the 25 mm (1.0 in) wide zone at each pipe end is free of laminar imperfections > 6,4 mm (0.25 in) in the circumferential directions.

4. Dimensions, Weights, and Lengths

Diameter - Pipe Body

The tolerances for diameter shall be in according to paragraph 9.11.3 & table 10 of API 5L.

The inside diameter of every 50th pipe shall be measured at both ends.

The minimum and maximum value shall be determined using a rod gauge or similar measuring device capable of measuring with an accuracy of minimum 0.1mm. The measurements shall be taken at least 10mm from the pipe end inside the pipe and shall reflect the actual minimum and maximum value by multiple measurements within the same plane. The



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measured minimum and maximum values shall be recorded and included in the material test report.

Out of Roundness - Pipe Body

The difference between the maximum and minimum outside diameters on any one-pipe length shall be less than 1%.

Wall Thickness

The allowable tolerance on wall thickness over the complete pipe length shall be in according to table 11 of APL 5 L standards for SMLS pipe (-12.5% + 15%).

Nominal Mass & Weight

The weight & mass of each pipe (including tolerance) shall be recorded and listed in the pipe tally. Manufacturer shall provide the accuracy of weight measurements for review by Company. The weight shall not vary by more than - 3.5 / +10% of the nominal pipe weight

The tolerances for mass shall be in according to paragraph 9.14, 9.14.1c, 9.14.2,9.14.3b of APL 5L standard

Length

- The length of each pipe shall be measured and recorded.
- A linepipe joint length range (Min/Max) of 12.15m +/- 0.5m with an average length of 12.15 m is required
- Jointers shall not be permitted.

Straightness

The total deviation from a straight line, over the entire pipe length, shall be $\leq 0,2$ % of the pipe length

The local deviation from a straight line in the 1,0 m (3.0 ft) portion at each pipe end shall be

$\leq 4,0$ mm (0.156 in) . A minimum of 2 pipes per 50 shall be measured for straightness with the frequency increasing for out-of-straightness above 0.2%.

Squareness



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The squareness of the ends of finished pipes shall be checked in accordance with the requirements of ISO 3183/ API 5L para 9.12.1.4 on pipes selected by Company. Full details of the method used shall be provided to Company for review. The results of the squareness test shall be recorded and shall include pipe numbers and all dimensions.

Pipe Ends

All pipes shall be supplied with bevelled bevel end 30° with a tolerance of +5° -0°, and the width of the root face of the bevel shall be 1,6 mm (0.063 in), with a tolerance of $\pm 0,8$ mm (0.031 in), and be free from harmful burrs.

Bulges and Flat Areas

Deviations from the original contour of the pipe shall not exceed 3 mm in height or depth or extend in any direction for a distance greater than 25% of the pipe diameter. Deviations are not allowed within 100 mm of the ends of the pipe.

5. Pipe Tracking -

Manufacturer shall operate a pipe tracking system, which ensures full traceability of each individual pipe to its particular heat number and to inspection records of all stages of the manufacturing process.

Manufacturer shall provide full details of the pipe tracking system for review by Company.

All parent metal shall be from a single source and come from an identical manufacturing/processing route.

6. Marking –

It is manufacturer responsibility that all materials supplied to this Specification are correctly marked for identification against the certificate. When material is stored, the identification marking shall be easily accessible. Materials, which cannot be identified, shall be rejected.

Marking shall, in general, comply with the requirements of API 5L 45th edition.



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- The following data shall be stenciled on the inside of the pipe close to the pipe end, at both ends of the pipe, in clearly legible letters and figures.
 - COMPANY (and Project name)
 - Purchase Order Number
 - Type of material.
 - Pipe number
 - Heat number
 - Specified Outside Diameter
 - Pipe length, wall thickness and weight
 - Month and year of manufacture
 - Manufacturer's mark
 - Pipe Grade
 - Product Specification Level Designation (PSL 1)

A painted rectangular frame shall enclose and clearly indicate the location of this data. The digits shall be at least 22 mm high and shall be stencilled in white paint.

Manufacturer shall submit details of stencil format for COMPANY approval prior to use. All pipe markings shall be inspected prior to dispatch and any pipe lengths not correctly marked shall be rejected until identity is verified and the pipe correctly marked.

Die Stamping

In addition Manufacturer shall low stress die- stamp, on both pipe ends, the pipe number and heat number.

Alternatively the heat number can be represented by code letters, or like, which will allow easy identification when reference is made to supporting documentation.



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These numbers shall then be coated with clear lacquer to maintain visibility

7. Pressure tests:

- The hydrostatic test of each pipe length shall be performed at a pressure generating a fiber stress equal to 90% of specified minimum yield strength (SMYS) of steel. The tests pressure shall be held for not than 10 seconds on each pipe length.
- The pressure tester shall be equipped with both:
 - Recording gauge that will record the test pressure and duration of time applied to each length of pipe.
 - An automatic device that will prevent a pipe from being classified as tested, until the test requirements (pressure and time) have been complied with.
 - All recording equipment and gauges shall have a current certificate of calibration. Calibration reports to be submitted to Company.
- The pressure test chart recorder shall be calibrated against the master gauge at least twice per working shift. All hydrostatic pressure tests shall be chart recorded and log sheets. The frequency of master gauge calibration shall be increased if shown to be unstable.
- Test information shall be recorded on suitable log sheets/pressure charts, which shall identify each pipe against its record, and these shall be made available to Company or its representative on request. The log sheets/pressure charts shall be retained as a record.
- Any pipe which leaks (or bursts) during test shall be rejected, quarantined and returned for a joint investigation by manufacturer and company. All other pipes from the same heat shall be quarantined pending the results of the investigation.
- For every batch of pipes tested, an overall Hydrostatic Test Report shall be compiled showing all essential information, i.e. the pipes tested (pipe numbers), the pressure used, holding time, the test results, etc.
- In cases where a pressure test is discontinued because of a temporary failure of the test equipment, the pipe number of the pipe under test at the



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time of failure shall be recorded on the log sheets/pressure charts and it shall be shown clearly that the pipe has later received its proper test. Both records shall be retained as evidence.

- Hydrostatic testing shall be performed prior to NDT

8. Coating and Corrosion Protection – polyethylene or polypropylene or bare pipe acc to bill of quantities

8.1 Polyethylene External Coating -

The coating shall be External 3-layers extruded polyethylene coating (HDPE/ TRIO) including Fusion Bonded Epoxy, Copolymer Adhesive, Polyethylene as a whole complete system should conform to the requirements of the standard DIN 30670 (Polyethylene coatings of steel pipes and fittings) or standard NF-A-49710.

Requirements for testing coating materials:

Resistance to shock loads no less than 18 N × m (test according to DIN 30672)

Peeling insulation resistance at 23±5°C no less than 35 N / cm (test according to DIN 30672)

Electrical inspection (Holiday Detection) with Testing Voltage 25 kV.

Elongation – at least 200% .

Thickness of external coating shall not be less than **3 mm/ 4 mm/6 mm** according to bill of quantity.

The external coating shall be interrupted at a distance of 15 cm with a tolerance of ± 10 mm from the pipe ends and shall be beveled at 30°.

Marking required on coating - the following data shall be stenciled on the pipe coating in clearly legible letters and figures (the letters/digits shall be at least 22 mm high and shall be stencilled in white paint) .

- Purchase Order Number
- Type of material.
- Pipe number



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- Heat number
- Specified Outside Diameter
- Pipe length, wall thickness and weight
- Month and year of manufacture
- Manufacturer's mark
- Pipe Grade
- Product Specification Level Designation (PSL 1)

The manufacturer shall recommend:

Method and materials to be used for field coating of joints and for coating repairs.

Pipe ends prepared for field coating.

The coating system will be applied after sandblasting cleaning of the pipe surface to Sa 2½ of the SVENSK STANDARD SIS 05-59 00 (ISO 8501-1).

A recognized laboratory is required to test the pipe and coating materials supplied under this specification. Quality certificates issued by the laboratory will be fully complied with all requirements of standards and will be submitted to the purchaser.

8.1.1 Polypropylene External Coating –

External 3-layers extruded polypropylene coating (P.P.).

minimum Thickness - **4.0 mm** (ISO21809-1 Class A3). Included Fusion Bonded Epoxy, Copolymer Adhesive. Polypropylene as a whole complete system should conform to the requirements of the standard DIN 30678 (Polypropylene coatings for steel pipes) or standard NF-A-49711.

Requirements for testing coating :

- Vicat softening point (°C, ISO 306) - 145.
- Specific gravity (g/cm³) – 0.90 - 0.92.
- Hardness (Shore D) – 63.
- Indentation resistance at 23±5°C (mm) – 0.1.



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- Electrical inspection (Holiday Detection) with Testing Voltage 20 kV minimum .
- Elongation at break (%) - 500 .

Marking required on coating - the following data shall be stenciled on the pipe coating in clearly legible letters and figures (the letters/digits shall be at least 22 mm high and shall be stencilled in white paint) .

- Purchase Order Number
- Type of material.
- Pipe number
- Heat number
- Specified Outside Diameter
- Pipe length, wall thickness and weight
- Month and year of manufacture
- Manufacturer's mark
- Pipe Grade
- Product Specification Level Designation (PSL 1)

The coating system will be applied after sandblasting cleaning of the pipe surface to Sa 2½ of the SVENSK STANDARD SIS 05-59 00 (ISO 8501-1).

The external coating shall be interrupted at a distance of 15 cm. from the pipe ends and shall be beveled at 30°.

The manufacturer shall recommend:

- Method and materials to be used for field coating of joints and for coating repairs.
- Pipe ends prepared for field coating.



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A recognized laboratory is required to test the pipe and coating materials supplied under this specification. Quality certificates issued by the laboratory will be fully complied with all requirements of standards and will be submitted to the purchaser.

Remark - Corrosion Protection

If coating shall take place at Israel or pipes shall be supplied bare without coating (acc. to bill of quantities) then Bare pipes shall be cleaned on outer surface by blasting and painted with one coat of primer prior to shipment. Said primer shall be fit for field coating polyethylene coating material and shall protect the pipe surface against corrosion during shipment. 50 mm of each welding end shall not be coated by primer.

9. Quality Assurance -

The Manufacturer shall have in operation a Quality System based on the requirements of ISO 9002 or API Q1.

manufacturer shall submit a Quality Plan (Test and Inspection Plan), based on the manufacturing Quality Manual, covering (as a minimum) all production, pipe tracking system, inspection and testing operations, for review and approval by company not less than 21 days prior to the commencement of any production work. Manufacturer's subsequent Quality Control of the work shall strictly adhere to the agreed Quality Plan. The Quality Plan shall show hold, witness, re-view and monitor points for company

10. purchaser representative -

The purchaser may delegate his representative to witness all stages of manufacturing and tests for steel plates and pipes. The presence of purchaser's representative shall in no way relieve the manufacturer of any responsibility for the quality of pipes, steel plates included.

11. Inspection documents –

As soon as possible, but not later than three weeks after completion of production, manufacturer shall prepare and submit to company two original plus two copies on CD- Rom of a Production Report which shall contain, as a minimum, details of the following:



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- Purchase Order (PO) and variations to PO.
- Approved Quality / Inspection and Test Plan
- all approved queries and concessions
- Manufacturing procedures.
- Quality control/inspection procedures.
- tensile test results and the type, size, location and orientation of the test pieces
- Non-destructive testing procedures.
- All ORIGINAL inspection and mechanical test reports and certification recording the results of inspection and testing.
- heat treatment records
- Mill 3.1 or 3.2 (acc to bill of quant) Test Certificates
- Pipe lists
- Ladle analyses for each heat of steel.
- Lengths and pipe identities of all rejected pipes.
- Other special reports reasonably requested by the company
- Details of mill tallies and cutting lengths, etc.
- **Pressure test reports for each pipe including pipe No and pressure test graph for each pipe.**

Mill test certificates

Mill test certificates to EN 10204 3.1 or 3.2 (acc to bill of quan), shall include, but not be limited to, the following information:

- PROJECT Nr
- manufacturer Identification
- Company's name, purchase order number and item
- Heat Number and test number



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- Identification of Steel Type and Grade
- Steel-making process
- Heat treatment condition
- Ladle analysis
- Product analysis
- pipe dimensions and tolerances
- full tensile testing results, including;
 - Yield Strength
 - Tensile Strength
 - Yield to Tensile Ratio
 - Elongation
 - Reduction of area
- Ultrasonic test reports references.
- Hydrostatic test reports references.
- Surface Inspection Results

Pipe Tally Lists

Manufacturer shall provide company with detailed pipe lists for the complete production of the order stating:

- Pipe identification numbers (referenced to heat numbers)
- Heat numbers.
- Dimensions of pipes.
- Weights of of individual pipes.
- Purchase order number(s)
- Types of certificates issued.



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The Pipe mill tally sheet shall be supplied on a CD-Rom, in a spread-sheet format (i.e. Excel) as well as on a paper hard copy

12. Storage, Loading and Shipment

- Pipe shall be supplied with pipe end caps.
- No welding of temporary attachments for handling, stacking or securing shall be permitted
- All handling, loading and unloading shall be done in such a manner as to prevent mechanical damage and corrosion.
- Rail cars, trucks, lighters, ships or other conveyances shall be cleaned of debris, or any substance that might damage the pipes, prior to loading.
- Suitable timber or other dunnage shall be used to protect the pipes against damage in transit.
- Loading onto or into rail cars, track, lighters, ships or other conveyances shall be performed in accordance with API RP 5L, API RP 5L5 or API RP 5L6 as appropriate.
- Finished pipes to be stored for a significant period of time at Manufacturer's works or marshaling yard, shall be stored in such a manner as to prevent corrosion or any other damage occurring.
- Pipe shall not rest on projections, which could result in point stresses or be allowed to rub on an adjacent object. Pipe loading shall be limited to prevent stresses, which result in out-of-roundness.



Petroleum & Energy Infrastructures Ltd.
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Annex K: the Contract

Agreement for the Supply of Goods

Contract No. _____

This agreement for supply of goods (this "**Agreement**") is entered effective as of the ___th day of _____, 2019 (the "**Effective Date**"), by and

between: **Petroleum and Energy Infrastructures Ltd. / Oil Products Pipeline Ltd.**
of 3 Hasadnaot St., Herzliya,
ISRAEL
(the "**Company**")

of the first part:

and: _____
of _____ St.
_____ (country)
(the "**Supplier**")

of the second part:

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

Whereas: pursuant to that certain tender for the procurement of goods known as Tender No. 046-19 (the "**Tender**"), the Company wishes to purchase from the Supplier certain goods as described herein and further specified in the bill of quantities attached hereto as Appendix A (the "**Bill of Quantities**") and the technical specifications attached hereto as Appendix B (the "**Technical Specifications**"), which shall be Manufactured by the Manufacturer indicated therein, all as further described below (the "**Goods**"); and

Whereas: the Supplier wishes to supply the Goods to the Company, as specified and in accordance with the terms and conditions of this Agreement;

Therefore, the Parties hereby declare, represent, agree and covenant as follows, with intent to be legally bound by the same:

1. General

This Agreement may be referred to as Contract No. _____. This Agreement is subject to the terms of contract attached as Appendix C hereto, and such terms, as well as the recitals hereto, comprise and integral part hereof. Terms used herein and not defined otherwise have the same meaning ascribed to those terms in the Tender and/or the Tender Documents to the extent defined therein.





2. Supply of Goods

- 2.1. The Supplier undertakes to supply Goods conforming to the Technical Specifications, as described in the Bill of Quantities, CIF (Incoterms 2010) to port of Ashdod, in the following separate shipments (each, a “**Shipment**”):
- 2.1.1. 10 km of pipe, to be delivered at Ashdod port by no later than ___{amount of days in one Lead Time Period as provided in bid}___ days following the Effective Date (the “**First Shipment**”);
- 2.1.2. 10 km of pipe, to be delivered at Ashdod port by no later than ___{amount of days in one Lead Time Periods plus 90}___ days following the Effective Date (the “**Second Shipment**”).
- 2.1.3. 10 km of pipe, to be delivered at Ashdod port by no later than ___{amount of days in one Lead Time Periods plus 180}___ days following the Effective Date (the “**Third Shipment**”)
- 2.2. The Second Shipment and Third Shipment (the “**Subsequent Shipments**”) will be provided only if the Supplier receives a written order or notice to that effect, at the Company’s option, by no later than 45 days following the Effective Date.
- 2.3. The Company reserves the right, at its discretion and at any time by written notice received no later than 45 days following the Effective Date, to adjust the Subsequent Shipments to be of any higher or lower amounts (but not less than 10 km of pipe in the aggregate), with up to 10 km of pipe being provided in the Second Shipment and the remainder (if any) in the Third Shipment, *provided that* no single Shipment is of an amount less than 2 km of pipe.
- 2.4. The Supplier will not be entitled to make a partial supply of any Shipment, unless under special circumstances and subject to prior written approval by the Company with respect to such partial supply. In case of a partial supply without the Company’s prior written approval, the Company is entitled, without prejudice to any other right or remedy to take possession of the Goods delivered as if partial supply were allowed.
- 2.5. Without prejudice to any other right or remedy, if the First Shipment has been delayed (other than by a Force Majeure Event) by 30 days or more, then the Company may, in its discretion, unilaterally cancel the Subsequent Shipments, in whole or in part, by a written cancellation notice given no less than 45 days prior to the Delivery Date of the Second Shipment. If such notice is for cancellation of the Subsequent Shipments in their entirety, then this Contract shall be considered terminated upon that cancellation notice’s effective date.





3. The Supplier's Representations and Warranties

The Supplier represents, warrants and undertakes as follows:

- 3.1. Supplier has read and examined this Agreement, including all documents attached hereto, such that all provisions, conditions, and specifications included hereby and thereby are known and clear to the Supplier.
- 3.2. Supplier has the knowledge, capability and experience to fulfil the terms of this Agreement and supply the Goods in the manner described herein and therein.
- 3.3. All conditions of the Tender described in Section 3 of the Invitation to Bid are and have been fulfilled, and all documents and/or written correspondence presented to the Company in the course of the Tender process have been duly executed by their respective authorized signatories or agents, and are and continue to be valid, true and accurate in all material respects.
- 3.4. To the best of Supplier's knowledge after ordinary commercial diligence, the Supplier's representations in its bid regarding each Manufacturer and the manufacturing process of Goods delivered are accurate in all material respects.
- 3.5. All Goods delivered comply with the Technical Standards, and Supplier will forward, upon the Company's demand, documents attesting to compliance with such standard.
- 3.6. All Goods will be Manufactured by the Manufacturer indicated in the Supplier's bid (and if a particular production site was indicated therein, at that production site), and will be of the type, quality, dimensions, material and processing specified in the Technical Specifications and/or any samples, models or instructions provided by the Company related thereto.

It is clarified that no deviation from the above will be regarded as *de minimis*, that each such deviation shall be regarded as a material lack of conformity in the Goods, and that, without derogating from any other right or remedy, the Company will be entitled to refuse delivery of and/or invalidate the receipt of any Goods delivered or supplied with such lack of conformity, or return such Goods to Supplier at Supplier's sole expense, even if no other non-conformity exists.





4. Warranty of Goods

- 4.1. The Supplier is responsible for the quality of the Goods, including all of the parts, components and accessories thereof, and for the working order of such Goods for a period of 24 months from the date of supply thereof (the “**Warranty Period**”).
- 4.2. Without derogating from any warranty by virtue of applicable law, in the event that any flaws, defects, faults or deficiencies are discovered in the Goods during the Warranty Period, which are not the result of Company’s failure to follow manufacturer’s instructions, or the willful or grossly negligent act or omission of the Company or a third party subsequent to the Goods’ delivery (hereinafter: a “**Flaw**”), the following provisions shall apply:
- (a) The Supplier will be liable for any damage caused to the Company as a reasonably foreseeable result of any Flaw.
- (b) The Supplier will be required as soon as practically feasible and at its expense, to repair any Flaw, or, upon the Company’s reasonable demand, to replace any Flawed item with another new item with identical or superior quality and of the same function and technical specifications. Any such repair and/or replacement shall be carried out as soon as practically feasible, at the Supplier’s expense and to the Company’s full satisfaction.
- (c) If the Supplier fails to fulfill its undertakings as aforesaid, the Company will be entitled, without prejudice to any of its other rights, to repair or replace the Goods itself and to charge the Supplier with the expenses of the repair and/or replacement as aforesaid, and the Supplier will indemnify the Company for any such expense immediately upon demand, up to the maximum extent of the Liability Cap.
- 4.3. The Supplier will indemnify and hold harmless the Company, its officers, employees, agents and sub-contractors, for any damage or expense incurred, including with respect to demands or claims of third parties, resulting from a Flaw or other breach of this Agreement by the Supplier, including due to a delinquency in the date of supply and/or the supply of Goods which do not conform with the terms and conditions of this Agreement. The Supplier shall indemnify the Company immediately upon receipt of a demand in respect of the aforesaid, without derogating from any other remedy or right available to the Company in such case, up to the maximum extent of the Liability Cap.
- 4.4. Unless otherwise provided herein, Supplier is not liable for loss of profits, revenue or production, or other indirect or consequential damages.





Supplier's total liability (excluding fraud and willful misconduct) shall not exceed the total Price of the Goods for all Shipments ordered (the "**Liability Cap**").

5. Supervision and Inspection

- 5.1. Without prejudice to any of other terms and conditions of this Agreement, the Company's representative will be entitled to inspect the quality of the Goods and their conformance to the terms described herein, prior to, upon or after receipt thereof, all at the Company's option and discretion.
- 5.2. The Company will not be charged for Goods found to be defective or inconsistent with the terms of this Agreement.
- 5.3. The inspections carried out by the Company's representative as aforesaid do not release the Supplier from its full responsibility as per the Supplier's representations and warranties.
- 5.4. Company is responsible to inspect all Goods upon their receipt at Ashdod port, and will notify Supplier immediately of any defect or Flaw detected in the Goods upon such inspection. Any defect or Flaw which was not detected upon delivery must be reported to Supplier within a reasonable time after its discovery, including all relevant particulars and any relevant supporting documentation. Company is not entitled to rely upon any hidden defect or Flaw in the Goods, if Company did not give notice to Supplier specifying the nature of such defect or Flaw within a reasonable time after Company discovered or ought to have discovered such defect or Flaw.

6. Price

- 6.1. The price of the Goods (including delivery CIF to Ashdod port) will be as quoted in the Bill of Quantities (the "**Price**").
- 6.2. It is clarified that the Price is inclusive of all tax and expenses (including VAT, whether or not VAT is listed as a separate entry on the Invoice), and no adjustments to the Price will be made for any reason whatsoever, other than as provided in this Agreement.

7. Payment

- 7.1. The Supplier will submit an original written invoice to the Company, at any time subsequent to receiving the Company's written confirmation that all Goods pertaining to a particular Shipment have been delivered in full, as per the terms of this Agreement to the Company's satisfaction (an "**Invoice**").





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- 7.2. The amount and currency indicated on the Invoice must be equal to the Price relevant to that Shipment, after deduction of any advance payment received and subject to any duly exercised right of set-off (such amount, when duly invoiced as described herein, the **"Invoiced Amount"**).
- 7.3. The Company shall pay the Invoiced Amount of each Invoice conforming to the terms of this Agreement, by a bank transfer which shall be executed by no later than 30 days following the date on which an Invoice is actually received (the **"Payment Date"**).
- 7.4. The Supplier may demand advance payment for up to 20% (twenty per cent) of the Price of any Shipment, against receipt by the Company of an original Bank Guarantee for such amount, payable no later than 30 days following the receipt of such Bank Guarantee. The balance will be paid as described in Section 7.3 above.

[signature page follows]





Petroleum & Energy Infrastructures Ltd.
Oil Products Pipeline Ltd.

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

THE SUPPLIER

THE COMPANY

By (name): _____

By (name): _____

Position: _____

Position: _____

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

Appendix A: Bill of Quantities [reference to Annex H of the Tender Documents]

Appendix B: Technical Specifications [reference to Annex J of the Tender Documents]

Appendix C: General Terms and Conditions of Contract





Annex K: the Contract

Appendix C: General Terms and Conditions of Contract

1. The terms and conditions provided herein (these “**Terms**”) govern the contract or agreement to which they are attached (such contract or agreement, including any annexes or appendices thereto, the “**Contract**”), between Petroleum and Energy Infrastructures Ltd. and/or Oil Products Pipeline Ltd. (the “**Company**”) and the supplier of goods named therein (the “**Supplier**” and the “**Goods**”, respectively). The Supplier and the Company are the parties to the Contract (the “**Parties**”), to the exclusion of benefit to any third party unless explicitly provided otherwise in the Contract. These Terms are incorporated into and comprise an integral part of the Contract. In the event of any conflict between these Terms and the Contract, these Terms shall prevail, unless and to the extent provided specifically otherwise in the Contract.

2. Delivery will be in accordance to the relevant commercial terms (such as Incoterms acronym) provided in the Contract. Notwithstanding, it is understood that any date of delivery described in the Contract (a “**Delivery Date**”) means the date of actual delivery to the port, terminal or other location described or implied therein (the “**Destination**”), such that “delivery” as per the relevant commercial term or acronym must take place by a time at which the Goods would be expected to arrive at the Destination by no later than the Delivery Date, accounting for reasonably foreseeable contingencies; “lateness” or “delay” in delivery is assumed equal to actual delay from the prescribed Delivery Date until actual receipt of Goods at Destination, unless proven otherwise. Goods supplied to a location other than the Destination without prior coordination with the Company shall be considered undelivered. For purposes of invoicing,

“delivery” is deemed to occur only upon the actual receipt of Goods at the Destination together with all relevant documentation, including documents mentioned in the Technical Specifications; or (in case of loss in transit under CIF, CFR or similar terms), 30 days following a loss, provided that Supplier has cooperated with Company’s reasonable requests for information and assistance in filing the relevant insurance claim(s).

3. Goods will be delivered new as manufactured, in accordance with the Contract and any technical specifications provided thereby, together with any certificates of quality, manufacture and/or inspection which are either: (a) mentioned in the Contract and/or the technical specifications thereto; or (b) reasonably requested by the company. Goods will be delivered free of any right, claim or encumbrance of any third party and, without prejudice to any right or remedy which the Company would otherwise enjoy, the mere existence of any such right, claim or encumbrance shall be sufficient to deem the Goods as not having been delivered.

4. In case of late delivery, liquidated damages will be assessed in the amount of 0.5% of the price stipulated for a particular shipment or order for each week of delay, up to a maximum amount of 5% of such stipulated price. At any point where a delay either exceeds 30 days, or would give rise to a right of termination under applicable law, the Company may unilaterally terminate the entire Contract (or, in Company’s discretion, the delayed order or shipment alone) by written notice to Supplier, provided that Supplier is given reasonable opportunity (up to 30 days) to remedy the delay. In case of any termination resulting





from delay, Supplier will pay liquidated damages for the period of delay up until the effective date of termination. ***It is clarified that regarding any proposed or future relationship between the Company and Supplier and/or its affiliates, the Company may take into consideration any delay in delivery of the Goods and/or any material defect or non-conformity discovered in the Goods upon delivery, including the possibility of excluding or limiting Supplier from future tenders or other commercial relationships on the basis of negative past experience, to the fullest degree allowed under applicable law.***

5. If and to the extent a “**Bank Guarantee**” is referenced in the Contract, such term is defined to mean an autonomous bank guarantee which meets the following requirements: (i) it is an original document, written entirely in either the English the Hebrew language, validly issued by a banking corporation regulated and licensed under Israeli law or by the banking authority of the Supplier’s home jurisdiction (the “**Issuing Bank**”); (ii) it is addressed to the Company, it references the Contract by Contract’s reference number as the underlying relationship, the applicant is the Supplier, and the beneficiary is the Company (or, if the Issuing Bank’s general practice does not allow for issuance of an autonomous guarantee to more than one entity, it may be addressed to and for the benefit of Petroleum and Energy Infrastructures Ltd. alone); (iii) its validity is until the actual delivery of all relevant Goods to Company’s satisfaction, as evidenced by an original document issued by the Company for the purpose of demonstrating the occurrence of such event; (iv) it is governed by URDG 758, and specifically states that the supporting statement under URDG article 15(a) is excluded; (v) it is payable immediately upon the beneficiary’s complying presentation (however it may provide that actual payment of the

guarantee can be made at any time within fifteen days of receiving such complying presentation, if such is the Issuing Bank’s general practice); (vi) it states that a complying presentation requires no additional documentation other than the Company’s statement that the amount claimed is due by reason of the bidder’s obligation arising from or in connection with this the Contract; and (vii) it has been duly executed by the Issuing Bank, and clearly indicates the Issuing Bank’s name, branch, registered address and jurisdiction of regulation, in addition to the address and/or instructions for receipt of a complying presentation (if different).

6. A conforming Invoice must be written entirely in the English language, must be issued following the Company’s written confirmation that “delivery” (for purposes of invoicing) has occurred, must be for the Invoiced Amount and that amount only, and, if and to the extent that Israeli VAT applies, must show Israeli VAT as a separate item. If a putative Invoice does not include Israeli VAT and the Company determines in its reasonable opinion that Israeli VAT applies, the Company may demand an Invoice in which Israeli VAT appears as a separate item, adjusting the price of goods invoiced such the total payment due, after the addition of Israeli VAT, is equal to the Invoiced Amount. “**Israeli VAT**” means value added tax under the Value Added Tax Law, 5736-1975, at the rate current on date of payment; and “**VAT**” means any tax imposed by a governmental authority of any other jurisdiction in a manner similar to Israeli VAT.

7. **Force Majeure.** Neither Party shall be in breach of the Contract, nor liable for delay or failure in performing its obligations thereunder, if and to the extent that such delay or failure results directly from events, circumstances or causes which were not reasonably foreseen, are beyond that Party’s reasonable control, and are not practicably amenable to





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mitigation by that Party's reasonable efforts (such event, a "**Force Majeure Event**", and such Party, the "**Affected Party**"). The above shall apply provided and to the extent that the Affected Party has provided the other Party with written notice of the Force Majeure Event within three days of its occurrence (or if notice within three days is not possible or practicable, at the first practicable opportunity), which notice shall include sufficient detail of the circumstances surrounding the Force Majeure Event, the date on which it started and its likely or potential duration, the likely effect of the Force Majeure Event on the Affected Party's ability to fulfil its obligations, and the steps taken by the Affected Party to mitigate such effect. If the Force Majeure Event persists for more than 60 days, the other Party will be entitled to terminate the Contract without penalty.

8. Confidentiality. Any and all information or correspondence exchanged between Supplier and Company (including without limitation the Contract, the bidding process pursuant to which the Contract was awarded, and all ancillary communication and/or attachments) is the sole and exclusive property of the Company (the "**Confidential Information**"). Supplier will ensure that Confidential Information is not used by Supplier or its affiliates for a purpose other than the Contract, or disclosed to any person other than such officers, agents or employees of Supplier who are bound by provisions no less restrictive than this covenant, on a strictly need-to-know basis, without Company's prior written consent. "Confidential Information" does not include information which reflects general knowledge or experience; which is or becomes public domain without fault of Supplier; which was previously and lawfully available to Supplier on a non-confidential basis prior to disclosure; or whose disclosure is required by a court or tribunal having jurisdiction to issue such mandate, provided that Supplier has given notice to

Company reasonably prior thereto and has cooperated with Company's reasonable request (if any) to take action as Company may deem advisable (at Company's expense) to limit the extent of such disclosure. Supplier recognizes that damages may be inadequate remedy for a breach of confidentiality, and therefore in case of such breach Company shall be entitled to injunctive relief.

9. The term "written" or "in writing" (as pertains to correspondence between the Parties) includes a notice sent by fax or email to a fax number or email established as the receiving Party's contact details for purposes of this Contract. The Parties' addresses for notices shall be: (a) the respective physical addresses provided in the recitals of the Contract; (b) email addresses or fax numbers exchanged between the Parties for correspondence purposes regarding the Contract; or (c) as may be provided or amended by written notice of one Party to the other from time to time. Email or fax notices are deemed received on the Business Day on which they are received or, for notices received other than on a Business Day or after 3:00 pm of the addressee's local time, on the following Business Day. Notices sent by reputable international courier or registered mail with proof of receipt are deemed received on the Business Day recorded as delivered to addressee (and if not a Business Day, on the following Business Day). "**Business Day**" means: for an Israeli addressee, a day excluding Friday, Saturday and public holidays on which government offices are generally open for business; and for a non-Israeli addressee, a day excluding Saturday, Sunday and public holidays of such addressee's jurisdiction on which banks of such jurisdiction are generally open for business.

10. The Contract (including these Terms), in context of the Tender and the documents submitted by the Supplier in its bid thereof, comprises the entire





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agreement between the Parties and supersedes any other correspondence or understanding, whether oral or written, and may be amended only by the written agreement of the Parties. No failure, forbearance, or delay of either Party to exercise any right or remedy provided in the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict further exercise of that or any other right or remedy. Each Party shall have the right (unless waived by prior written consent) to terminate the Contract without penalty if any change of control or insolvency event in the other Party occurs or is reasonably foreseen. Neither Party shall be entitled to assign or transfer any right or obligation under the

Contract without the other Party's prior written consent. Any provision of the Contract which is or becomes invalid, illegal or unenforceable shall be deemed modified and/or deleted to the minimum extent necessary to make it valid, legal and enforceable as per its commercial intent, in such manner that the other provisions remain valid and enforceable to the maximum extent. Headings in the Contract and/or these Terms are provided for sake of convenience only and are not to be referred to in the interpretation thereof. The UN Convention on Contracts for the International Sale of Goods applies to the Contract, unless and to the extent derogated from herein or therein.

