

**Public Tender No. 24/003**

**To Receive Bids for Ancillary Use  
of Storage and Conduit  
Infrastructures of  
Energy Infrastructures Ltd.**

מחויבים  
לאנרגיה  
שלך

תשתיות  
אנרגיה 

**Tender No. 24/003**

**To Receive Bids for Ancillary Use**

**of Storage and Conduit**

**Infrastructures of**

**Energy Infrastructures Ltd.**

Energy Infrastructures Ltd. (hereinafter: the “**Company**” or the “**Customer**”) is hereby seeking receipt of bids for the ancillary use of storage and conduit infrastructures of Energy Infrastructures Ltd. The tender is a multi-phase tender, as shall be set forth below.

**1. Background**

- 1.1. The Company is a government company, who is responsible for maintaining the continuity and energy safety of the State of Israel on a routine basis and in a state of emergency.
- 1.2. The Company is engaged in the transport and storage of fuel, crude oil and liquid crude oil distillates of all kinds.
- 1.3. The Company’s activity covers a wide range of areas in the fuel economy: port services for import and export, storage, transmission and supply of fuels, mainly distillates, all over the country; treatment of crude fuel products and distillates, and delivery to sea and road tankers.
- 1.4. The Company integrates in its activities a wide range of renewable energy fields including storage, transmission and production of renewable energy.

**2. The Required Bid**

- 2.1. The Company is interested in exploiting its infrastructures for additional uses, and therefore is requesting to examine relevant bids while persevering the original required uses for the ongoing and sage operations of the sites, including, safety, operation and engineering aspects of petroleum and fuel tanks, pipes, unloading facilities and their surroundings.
- 2.2. A description of the relevant facilities and infrastructures for the proceeding can be found on the Company’s website, at the following link:

[http://www.pei.co.il/map.php?title=%D7%9E%D7%A4%D7%AA\\_%D7%94%D7%9E%D7%AA%D7%A7%D7%A0%D7%99%D7%9D&langid=1](http://www.pei.co.il/map.php?title=%D7%9E%D7%A4%D7%AA_%D7%94%D7%9E%D7%AA%D7%A7%D7%A0%D7%99%D7%9D&langid=1).

- 2.3. As noted, the Company is requesting to examine the existence of additional uses for its infrastructures, in addition to the current uses, and is requesting **bids for new activities or fields of energy in the current infrastructure**, except, in the field of energy storage and solar fences (hereinafter: the “**Bids**” or the “**Activities**”).
- 2.4. These Bids are required to be executed without interference to the Activities currently executed, including loading and unloading of fuel distillate tanks.
- 2.5. Bids can be made that require the adaptation of the infrastructures to their application.

### 3. **Basic Requirements**

- 3.1. The Bid must comply with regulatory requirements, guidelines and relevant standards, such as API regarding fuel and NFPA regarding safety, including receipt of regulatory approvals from the appropriate authorities, including the fire department and receipt of permits from planning authorities. At this stage, it is not necessary to receive regulatory approvals.
- 3.2. Use of the infrastructures has engineering, operational, security and safety restrictions, and the Bid must be approved specifically by the Company’s engineering, operations, maintenance, safety and security parties.

### 4. **Definitions**

For the purposes of this Tender, the terms above and below, shall have the meanings ascribed alongside them:

- 4.1. The “**Company**” or the “**Customer**” – Energy Infrastructures Ltd.
- 4.2. The “**Company’s Representatives**” – Any person appointed from time to time by the Company to monitor the execution of the work specified in the Tender documents. The Winner is required to work in connection with the provision of the services according to the instructions and guidelines from the Company’s Representatives.
- 4.3. The “**Bidder**” – Any party submitting a Bid, irrespective of whether his Bid was accepted or not. The Bidder shall be the legal entity on behalf of whom the Bid was submitted.
- 4.4. The “**Winner**” or the “**Consultant**” – The Bidder (or the Bidders, as applicable)

whose Bid shall be selected by the Customer and with whom an execution contract for the work shall be signed, as set forth in the Tender Documents.

- 4.5. The “**Bid**” – The Bid that shall be submitted by the Bidder, including all its appendices, amendments, updates, clarifications and completions added thereto in accordance with the provisions of the Tender.
- 4.6. The “**Tender Documents**” – As set forth in section 5 below.
- 4.7. Wherever in the Tender and in the contract the masculine or feminine language is used, the reference is also to the other gender.

## 5. The Tender Documents

Below are details of the documents attached to the Tender to receive Bids, and together shall constitute the Tender Documents:

- 5.1. Document A – This Tender for receipt of Bids + appendices:
- **Appendix 1** – The Bidder’s profile and initial Bid.
  - **Appendix 2** – Approval in accordance with prerequisites in section 8.2.1.
  - **Appendix 3** – Affidavit according to the Transactions with Public Entities Law in accordance with the prerequisites of section 8.2.3
  - **Appendix 4** – Affidavit that there is no conflict of interest.
  - **Appendix 5** – Method of submitting the Tender Documents digitally.
- 5.2. Document B – Application to participate.

## 6. Time Frame for the Tender

- 6.1. The intended time frame for the proceeding is as follows:

<b>Submission Deadline</b>	<b>June 16, 2024, 12:00 P.M.</b>
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- 6.2. The Company, at any time and according to its absolute discretion, may change the time schedule of this proceeding, convene a Bidders’ conference, etc., by means of a notice to be published on the Company’s website - <http://www.pei.co.il/>, under the Tender tab.

## 7. Description of the Proceeding

### 7.1. Stage No. 1: Submission of the Initial Bid

- 7.1.1. In the framework of this stage, the Bidders are required to present the Bids, information and documents in compliance with the prerequisites and submitted Bid, including the following details:

- 7.1.1.1. Information about the proposed activities in the field of energy and/or proposed energy product.
- 7.1.1.2. Details about the required infrastructures to apply the Bid.
- 7.1.1.3. The scope of the anticipated monthly/ annual activities.
- 7.1.1.4. Any additional, relevant information or document.
- 7.1.1.5. Approval for tax withholdings.
- 7.1.2. Bids shall be submitted on the form attached to this Tender as **Appendix 1**, to which documents or links shall be attached, if necessary, and any additional appendices attached to this Tender.
- 7.1.3. Bidders may submit Bids if they comply with the prerequisites, as set forth below. A Bidder that does not comply with the prerequisites – his Bid shall be disqualified.
- 7.1.4. Following review of compliance with the prerequisites, the Company shall review the Bids and the feasibility of their implementation in their facilities, and shall select according to its absolute discretion the Bids that are consistent with its goals and activities, without damaging and/or creating any interference with the primary Activities. For this purpose, the Company shall receive assistance from the appropriate professionals and consultants, as applicable.
- 7.1.5. If necessary, the Bidders shall be required to provide the Company with the appropriate licenses according to any applicable law, any additional details about the bidding entity, including financial strength, experience and the nature of his activities.
- 7.1.6. At the end of the assessment proceeding, as noted, the Company shall select the Bids that will move on to the next stage. The Company shall be permitted to select one Bid or several Bids, all as noted in section 7.1.4., or not to select any Bid, according to its absolute discretion.
- 7.2. **Stage No. 2: Tour of the Site and Examining Compatibility**
  - 7.2.1. The Company shall conduct tours at the relevant facilities of the Bidders and their Bids were deemed appropriate (for every Bidder, the relevant facility in his Bid), for the purposes of a comprehensive presentation of the existing infrastructures, the operational activities and engineering,

- operational, safety and security restrictions. The conditions to participate in the tour is signing a confidentiality agreement to be sent to the Bidders.
- 7.2.2. The Company shall be permitted to conduct different tours for different Bidders, in accordance with the nature of the Bids submitted.
- 7.2.3. After the tour, the Company shall allow the Bidders to ask clarification questions. The Bidders shall be updated according to the order of the clarification questions immediately after the tour.
- 7.2.4. After providing answers to the clarification questions, the Company shall notify the Bidders of submission for the detailed Bid (hereinafter: the “**Notice for Submitting the Detailed Bid**”), which shall include, *inter alia*:
- 7.2.4.1. Detailed planning of the required infrastructure for your Bid, including the adjustments for the infrastructures for the Bid.
- 7.2.4.2. Preparing an estimate of detailed costs (setup / adjustment and operation) for adjusting the infrastructures for the Bid.
- 7.2.4.3. Time schedules.
- 7.2.4.4. Approval of financial strength from the Bidder’s bank and/or providing the appropriate guarantees according to the Company’s demand, all as shall be required by the Company in the Notice for Submitting the Detailed Bid.
- 7.2.5. Notwithstanding the foregoing in section 7.2.4 above, the Company may amend the content of the detailed Bid to be submitted by the Bidders, within the framework of the detailed Bid, all in accordance with the Bids to be submitted and according to its absolute discretion.
- 7.2.6. In the framework of the Notice for Submitting the Detailed Bid, the Company may, but not shall be required, to publish the criteria for the examination of the quality of the Bids. In such an instance, the Company shall specify the nature of the quality review.
- 7.2.7. Without derogating from the provisions in section 7.2.6. above, the Company shall review the detailed Bids, the possibility of executing adjustments and/or supplements required for its facilities and the adequacy of the statutory requirements, and will select, at its sole

discretion, the Bids whose implementation will bring the most benefits to the Company, taking into account the adjustments and/or additions necessary to implement the Bid, their complexity and costs. For this purpose, the Company will receive assistance from appropriate professionals and consultants, as applicable.

7.2.8. If necessary, the Bidders will be required to provide the Company with the appropriate licenses according to the law, any additional details about the bidding entity, including experience and the nature of the activities.

7.2.9. At the end of this assessment proceeding, the Company shall select the Bids that shall pass on to the next stage. The Company may select one Bid or several Bids, all as set forth in section 7.2.7, or not select any Bid at all, according to its absolute discretion.

7.3. **Stage No. 3: Interview and Financial Bid**

7.3.1. The Bidders whose Bids are found appropriate shall be called for an interview with the Company's Representatives.

7.3.2. In the framework of the interview, the Bidders shall present the financial plan for the application of the Bid, including the principles for bearing the set-up costs and operation and maintenance costs (including insurance) and the consideration model for the Company.

7.3.3. After the interview, and in accordance with the Company's guidelines, the Bidders shall submit their monetary Bid in accordance with the Company's guidelines until the date that shall be determined.

7.3.4. The Company shall examine in relation to the costs required for the implementation of the Bid, and for this purpose will be assisted by appropriate professionals and consultants, as applicable. At the end of the aforementioned examination process, the Company will select the winning Bids whose implementation will bring the most benefits to the Company. The Company will be entitled to choose one Bid or several Bids, according to its absolute discretion.

7.3.5. The Company will sign with the winning Bidder(s) a contract, whose form is suitable to the Bid, as the Company shall send to the Bidder/s.

7.4. In light of the nature and complexity of the process, the Company may cease,

amend or terminate the proceeding at any time, until the signing of the contract.

#### 7.5. **Identical Bids**

- 7.5.1. The Company shall present the infrastructures and activities of its facilities in an equal manner to all Bidders who filed Bids for identical or similar activities or products (above and below: “**Identical Bids**”).
- 7.5.2. If there are identical or competing activities, the Company shall select the Winning Bid/s in the scope of Phase No. 3. In the event of identical activities, the Company may adopt a Best & Final process, and shall notify the relevant Bidders about the nature of the process.
- 7.5.3. The Company’s infrastructures shall be provided to the Bidders who have Identical Bids, and won the process, in accordance with the Company’s demands, and each of them shall bear the relevant share of the adjustments and/or set-up of the infrastructures.

#### 8. **Prerequisites**

- 8.1. The Bidder’s compliance with the requirements shall be examined in accordance with the Customer’s discretion, and the Bidder shall be required to provide the Customer with any information required in the matter. Failure to comply with any of the terms set forth below shall result in the disqualification of the Bidder’s Bid.
- 8.2. Upon filing the Bid, the Bidder authorized that it has complied with all the requirements set forth below in this section:
- 8.2.1. The Bidder is a licensed business dealer or duly registered corporation in Israel, and there are no pending insolvency proceedings against it, including, liquidation, bankruptcy, freeze of proceedings or receivership.
- **To prove compliance with this condition: The Bidder must attach the following documents to his bid:**
- To the extent that the Bidder is a corporation - The Bidder must attach to its Bid a copy of a valid registration certificate, a certificate from the Bidder's accountant or attorney, which will be in effect upon the submission date of the Bid, about the Bidders’ signatories authorized to sign the Bidder’s Tender Documents, who can sign and bind the Bidder with their signatures, for all intents and purposes, and approval from the**



**Bidder's accountant or attorney in accordance with the form attached hereto as Appendix 2 to the Tender Documents.**

**To the extent the Bidder is a licensed business dealer: The Bidder must attach a copy of identification card and a copy of the licensed business dealer certificate and a declaration in accordance with the form attached hereto as Appendix 2 to the Tender Documents.**

8.2.2. The Bidder has a lawful authorization for the management of a ledger of accounts and registered in accordance with the Transaction with Public Entities Law (Enforcement of Management of Accounts), 5736 – 1976.

- **To prove compliance with this condition: The Bidder must attach the foregoing lawful authorization.**

8.2.3. The Bidder's compliance with the terms of Section 2b(b), 2B1 of the Transaction with Public Entities Law, 5736 – 1976, and the Bidder or any of its directors were not convicted of any offenses according to any of the following sections in the Penal Code, 5737 – 1977: ,304 ,330 ,383 422-425 ,290-291 ,300, in the last five years.

- **To prove compliance with this condition: The Bidder must attach to its Bid an affidavit in the form attached as Appendix 3 to the Tender Documents.**

8.2.4. The Bidder is one legal entity (and not a partnership or joint venture), and all documents that were submitted in the framework of this proceeding were filed on behalf of the Bidder and signed only by the Bidder.

## 9. **Bids Submission Guidelines**

9.1. All instructions below which refer to the term "Bid" shall apply to the initial Bid (Stage No. 1) and the additional Bids (Stage No. 2-3).

9.2. The Bidder must complete all the details required in all Tender Documents.

9.3. The Bidder shall submit its Bid and all ancillary documents no later than the day and time for the deadline of submitting Bids, in one of the following manners:

9.3.1. By depositing the Bid in a closed envelope which indicates the Tender number, in the tender mailbox located at the offices of Company management, at: 3 Hasadnaot St., Industrial Area, Herzliya Pituach, in the lobby (hereinafter: "**Physical Submission**"); All Tender Documents shall be

signed by the Bidder's authorized signatories. Pages which did not indicate in print a full signature, shall be initialed. Pages which indicate a signature block in print, including the engagement contract, shall be signed in a full name, and if necessary (a corporation), together with a stamp, according to the Bidder's practices. If an attorney and/or accountant authorization is required, it shall be signed by the attorney and/or accountant. The Bid, and all its appendices, including the documents and references therein that the Bidder is required to attach, shall be submitted in 3 copies and shall be placed in a closed envelope in which the Tender Documents have been attached. The Bidder shall separate the appendices through looseleaf dividers, and in 3 copies.

**Or:**

- 9.3.2. Submitted by email to [tender24-2403@pei.co.il](mailto:tender24-2403@pei.co.il) (hereinafter: the “**Designated Inbox**”), with the subject line stating the Bidder's name and the Tender's number (for example: Company XXX – Submission of Bid for Tender 24/003) (hereinafter: “**Digital Submission**” and/or “**Submission by Email**”, respectively), in accordance with the detailed guidelines in **Appendix 5** “Method of submitting the Tender Documents digitally”. All Tender Documents shall be digitally signed by the Bidder's authorized signatories. Pages which indicate a signature block in print, including the engagement contract, shall be signed in a full name, and if necessary (a corporation), together with a stamp, according to the Bidder's practices. If an attorney and/or accountant authorization is required, it shall be signed by the attorney and/or accountant. The Company reserves the right to permit the completion of a digital signature, in an equal manner to all Bidders.
- 9.4. In the event that a Bidder shall submit a Bid in the methods listed above, the Company shall be permitted to disqualify the Bid or select one of the two Bids, according to its absolute discretion and the Bidder shall not have any claim in the matter.
- 9.5. All the required documents must be submitted together with the Bidder's Bid and all the Tender Documents. If a Bid is submitted without the required documents, the Company's Tenders Committee may, but shall not be required, to disqualify

it base don this reason alone and not review it. The Bidder must ensure that the identification number on all submitted documents, including VAT registration (licensed business dealer certificate), and the Tax Authority (bookkeeping authorization) shall be identical. If the identification number is not consistent, the Bidder shall attach an authorization / explanation from the competent authorities.

- 9.6. Any Bids submitted after the Bid submission deadline shall not be opened.
- 9.7. The Bidder's Bid shall remain in effect, without any right of withdrawal, for 12 months, unless the Bidder agrees to the Company's request, if any, to extend its validity. If the Company requested to extend the validity of the Bids, and no consent was received from the Bidders, the Bid of any Bidder who did not agree to the extension of the validity will be disqualified, and the Company will be entitled to continue the tender process and subsequently choose Bid of the following Bidder who agreed to extend the validity of its Bid, even if the other Bid whose validity was not extended was a better Bid.

#### 10. **Failure to Attach Documents to the Bid**

- 10.1. A Bid to which the documents, authorizations and forms detailed this document were not attached, may be disqualified. Notwithstanding the foregoing, the Customer reserves the right to turn to the Bidders for clarifications or completion of the Bid documents and abstain from disqualifying the Bid, according to its absolute discretion, *inter alia*, in instances when the Customer believes that the omission of any document was accidental, and there is no possibility of completing the omitted document because it would impair the conduct and receipt of Bids process according to the Tender Documents and the principle of equality.
- 10.2. It should be clarified that with respect to the prerequisites, the Company may distinguish, according to its full and absolute discretion, between the Bidder's compliance with the prerequisites as they appear in the Tender Documents on the deadline for submission of Bids and the manner of proving compliance with the prerequisites in the framework of filing Bids for the Tender. The Company may examine the Bidder's compliance with the prerequisites in a material manner with respect to the submission deadline. Therefore, for the purposes of examining the Bidder's compliance with the prerequisites, the Company may rely upon proof and/or completions that were not attached to the Bidder's Bid, including the

possibility of sample compliance with the prerequisites through data and/or details of experience / projects, etc., that were not presented in the scope of the Bidder's Bid, provided that they were met on the Bids submission deadline for the Tender. Nothing contained in this section shall impose or require the Company to conduct any clarification or completion proceeding with the Bidder and it is subject to its absolute discretion and the Bidders are not permitted to rely upon it.

## 11. **Amendments and Supplements**

11.1. The Bidders are not permitted to introduce any change or reservation in the Tender Documents, either in the body of the Tender Documents or in any accompanying document. In the event that changes or reservations have been added, as mentioned, the Customer may, at his sole discretion, do any of the following:

11.1.1. Reject the Bid.

11.1.2. Ignore the changes or reservations and treat them as if they were never added.

11.1.3. To treat changes or reservations as a technical defect only, which the Customer agrees with.

11.1.4. . To demand the Bidder to amend the changes or reservations, provided that the said amendment does not change an essential detail of the details of the Bidder. If the Bidder does not respond to the Customer's demand, as mentioned, subsections 11.1.1-11.1.3 above will apply respectively.

11.2. In the event that the Customer did not notify the taking of one of the actions listed above, the changes or reservations that were added, as mentioned, will be considered as if they had not been written at all, and in the event of a win, the Bid submitted without the changes or reservations will be binding on the Bidder. For the avoidance of doubt, it is hereby clarified that the Customer shall not be obliged to warn the Bidder of the possibility that his Bid will be rejected or allow him to correct the changes or reservations added by him.

11.3. The Company will be entitled, at its discretion and initiative, as long as the deadline set for the submission of Bids in this tender has not passed, to introduce changes or corrections in the order documents. Changes and corrections that were introduced, as mentioned, at the Company's initiative, will be an integral part of the Tender conditions and will be published in the tender tab on the Company's

website. Any Change document as mentioned shall be signed by each Bidder and attached to his bid in the tender.

## 12. **Notification of the Tender and Signing the Engagement Contract**

- 12.1. The Company shall decide upon the winner/s and notify the Bidders of the Tender immediately after receipt of its final decision, and the results of its decision. Notification of the win in the Tender shall bind the Company, so long a contract was not signed by any of its authorized parties who can bind the Company in the contract.
- 12.2. As noted in section 7.3.5 above, the engagement with the winning Bidder shall be in the form that is suitable with the Bid, as shall be transferred to the Bidder/s by the Company, no later than ten days from the date the Company sent the winning notice to the Winner.
- 12.3. It is clarified that the signing of the contract with the winner and the entry into effect of the win is contingent upon the proper security classification for the winner and its employees providing the services, in accordance with the Company's practices. The security classification is a prerequisite for the contract to enter into effect.
- 12.4. The winning Bidder will be required to provide the Company, as a condition for signing the contract, an insurance addendum signed and approved by a recognized insurance company in Israel (at the Company's discretion), in the form that will be attached as an addendum to the engagement contract.
- 12.5. Notwithstanding the above, the Company will be entitled, even after the winner has been determined, to withdraw this Bid and not to contract with any of the Bidders, including the Bidder whose Bid was determined to be the winner, and not to sign a contract at all. Notice of such a decision will be given to the Bidder, as early as possible under the circumstances.
- 12.6. For the avoidance of doubt, it is hereby clarified that if the Company withdraws from this request as stated above, it will not bear any responsibility for the expense or damage caused to the winning Bidder or any of the Bidders in connection with its decision as the winner of the tender and/or in connection with participation in the tender, as the case may be.
- 12.7. The Bidder represents and warrants that by submitting its Bid it knows that if its

Bid is successful, it will be submitted for consideration by other Bidders in the tender who request it, without having any claims of any kind against the ordering party, including claims regarding the confidentiality of documents, violation of commercial secrets, etc.

- 12.8. As such, the Bidder represents, unless explicitly written otherwise, its Bid does not include any confidential information, and therefore, the Company will be entitled to present this Bid to other Bidders, upon their request, but only after the company has made a final decision regarding the winner. If the Bidder believes that there are clauses in his Bid which are confidential and therefore cannot be disclosed to third parties, the Bidder will explicitly state in its Bid what those clauses are, and the Company will take the Bidder's position into account in its decision whether to disclose the information to other Bidders. It is clarified that the Bidder, has the discretion as to whether to reveal its Bid, in whole or in part, and the Company, which will be entitled to act on the issue at its sole discretion, and no claim will be heard from the Bidder in this matter, even if parts that the Bid indicated are confidential will be revealed.
- 12.9. A Bidder who would be interested in reviewing the documents in accordance with section 21(e) of the Tenders Obligation Regulations will be entitled to contact the Company in writing no later than 30 days after receiving notification of the final decision of the Tenders Committee. The aforementioned review will be done in accordance with the provisions of the law and this tender and in return for the payment of the review expenses in the amount of NIS 1,000.

### 13. **Cancellation of the Win**

In any of the following instances, the Customer may terminate the win of the Bidder, who shall be announced as the winning Bid:

- 13.1. When a Bidder is announced as the winner and did not comply with its obligations under the Tender Documents, including its obligations to sign, within 10 days from receipt of the winning notice of the contractual engagement.
- 13.2. When the Customer has proof, to its satisfaction, that the Bidder or person on its behalf provided or offered any bribe, grant or other benefit in connection with the win.

- 13.3. The Bidder or its directors were convicted, in any instance, of an offense according to the following sections of the Penal Law, 5737 – 1977: 383, 330, 304, 300, 290-291, 422-425 in the last five years.
- 13.4. It has become apparent to the Customer that the declaration provided by the Bidder in the framework of its Bid is not correct or if the Bidder did not disclose a material fact to the Customer, which according to the Customer, could impact its decision to select a winner.
- 13.5. If there was an event, which according to the Customer's absolute discretion, could materially affect the financial or professional ability of the Bidder to execute the Work, in whole or in part. For the purposes of this section, an "event" shall be deemed to be any of the following:
- 13.5.1. A receivership order or liquidation order or freeze of stay proceedings was issued against the Bidder, and it was not terminated within sixty days from the date issued;
- 13.5.2. Attachments (temporary or permanent, by the Court or the Execution Office) were imposed on the Bidder's assets (in whole or in part) and were not removed within sixty days from the date imposed;
- 13.5.3. A receivership order or appointment of a trustee or were issued in the scope of a bankruptcy proceeding against any of the Bidder's shareholder and they were not removed within sixty days from the issuance.
- 13.5.4. There was a transfer of 25% or more of the Bidder's shares, without the Customer's prior written consent.
- 13.5.5. Any relevant certification, certificate, ranking, license or etc. were cancelled for the Bidder for the execution of the work subject of the Tender.

#### **14. Cancellation of the Order or Bid or Changing the Scope of the Engagement**

- 14.1. It is hereby expressly clarified to the participants that the execution of the Activities in this proceeding depends and is contingent upon receipt of the proper budget and strict compliance with the budget's targets that were determined and receipt of regulatory approvals. To the extent that no budgets and/or regulatory approvals were not received and/or approved, the Activities shall not be carried out, and the Bidders and/or the winner/s in the scope of this Tender shall not have

any claim and/or action against the company. The Company reserves the right to terminate the process and/or notice of the win of all the foregoing term were not met.

- 14.2. Without derogating from its authority, the Customer may at its discretion, decided to reduce the scope of the Activities or divide it into stages, all in order to meet the scope of the approved budget and subject to the Customer's discretion.
- 14.3. The Customer's authority, as noted above, shall also be reserved after the engagement contract is signed with the Bidder/s whose Bid/s was/were selected as the winning Bid/s. To the extent that the reduction shall be executed after the signing of the engagement contract, the foregoing Activities shall be executed in accordance with and subject to the provisions of the engagement contract.
- 14.4. In the event that a decision is made according to this section (according to any of the subclauses in this section), none of the participants shall have any claims or actions against the Customer, in connection with adopting such decision. Upon submitting their Bids, the Bidders represents that it is clear to them this this condition is a material condition to submit Bid, and they approve their consent to this condition in advance.

## 15. **The Customer's Rights**

- 15.1. The Customer is permitted not to consider a certain Bid if it did not have detailed reference to any of the clauses of the Tender Documents, which according to the Bidder can prevent it from properly assessing the Bid.
- 15.2. The Customer may at according to its absolute discretion disqualify any Bid in any of the events specified in section 13 above.
- 15.3. The Company may disqualify a Bid subject to the law, if it believed according to its absolute discretion, that the Bid and/or the Bidder do not comply with the prerequisites, or if the Company believed that the Bid is missing, fraudulent, misleading or based on incorrect assumptions, or on a misunderstanding of the documents or the subject of the tender, or a Bid that is flawed or unclear or ambiguous, or Bids from which it appears that the execution of the contract will harm the rights of employees or a Bid that appears to be incompatible with the service requirements specified in the Tender. Nothing contained herein shall derogate from the Company's rights under any law.



- 15.4. The Company may disqualify a Bid if it believed according to its absolute discretion that the Bidder acted in bad faith in the context of the Tender, including any coordination with any Bids and concerns for a conflict of interest.
- 15.5. Notwithstanding the provisions in sections 15.3 and 15.4 above, the Company may allow the Bidder a specified period of time to correct the defect or inadequacy therein and not disqualify if such correction has been made, all while maintaining the principle of equality between the Bidders.
- 15.6. The Customer shall be entitled to consider, among other considerations, the capacity of the Bidder, including the existence of a suitable management team, his experience in performing similar activities, including previous activities carried out for the ordering party and/or other public bodies, his organizational and financial capacity, recommendations about the Bidder, and any other consideration or reasoning the Customer deems appropriate.
- 15.7. The Customer reserves the right not to determine any winner and cancel the process at any time until the contract is signed with the winner, according to the Customer's sole and absolute discretion, and none of the Bidders shall have any right or permission to appeal the Customer's considerations or argue against them.
- 15.8. The Company may conduct clarifications and receive recommendations and/or references from any person or entity, and no duty shall be imposed on them at any time, to disclose the content of the clarifications or references or recommendations and/or the moral identity of the information, to the relevant Bidder, or any other Bidder, *inter alia*, for the purposes of maintaining liability of the information that is received and maintaining the moral rights of the information, and the Bidder accepts these terms for the mere submission of its Bid.
- 15.9. Without derogating from the foregoing and without imposing any duty to do so, the Company may and is not required according to its absolute discretion to demand from the Bidder, any proof it shall deem necessary about its experience, expertise, skill and abilities available to it for the execution of the Activities subject of the Tender, and may demand any additional evidence pertaining to the Bidder's professional level, and the Bidder must provide the Company with all the information to its satisfaction.
- 15.10. The Company reserves the right according to its absolute discretion to disqualify

at the forefront any Bidder with whom the Company has had a bad and/or failing experience, including if there was a situation with severe dissatisfaction of the execution of its work or non-compliance with the necessary standards of service, it breached previous obligations owed to the Company, there is concern for deceit, etc., or there is a negative opinion in the press about the nature of its work, In these events, the Bidder shall be given the right to argue in writing or orally before any final decision is rendered, subject to the discretion of the Tenders Committee. The Company is permitted not to accept the Bidder's Bid, if it became apparent, according to examinations that were conducted and according to its professional opinion, that other public entities had a negative experience with the Bidder.

- 15.11. The Company may disqualify the Bidder even after notice of the win was provided, if it learned of anything that could justify the disqualification of the Bid according to this section or the terms of the Tender.
- 15.12. It is hereby clarified that in the event that the Bidder does not win or if its win is cancelled due to a material flaw made in the Company's decision or due to a material flaw that took place in the tender proceedings for the Bids, said Bidder shall not be entitled to receive any compensation from the Customer, other than a refund of the direct expenses spent for the purchase of the Tender Documents.
- 15.13. The Customer shall be permitted to determine that any win is contingent upon conditions which the Bidder whose Bid was selected must be performed on the dates and in the manner so determined by the Customer. In such an instance, the win shall be considered a contingent win until the performance of the conditions according to the Customer's satisfaction. If the Winner did not comply with the conditions to the Customer's satisfaction, the Customer may terminate the Win and shall be permitted – however, not obligated – to inform the next eligible party, if so determined, of its win.
- 15.14. The Bidder must immediately update the Customer in writing about any change that shall apply, if applicable, of any information provided to the Customer within a period of time that lapsed from the filing of its Bid in the process and through the publication date of the Customer's decisions about the Win, and if announced the Winner, until the engagement contract is signed with it.
- 15.15. The Company may, according to its absolute discretion, to conduct negotiations

with the Bidders (or some of them).

15.16. For the avoidance of doubt it clarified that the Company, according to its professional and absolute discretion, may engage in and/or publish tenders and/or conduct other competitive processes in connection with the performance of any activities which could be executed in the scope of this Tender, or engage with any other entity for this purpose, all in accordance with the provisions of any applicable law.

#### 16. **Proprietary Rights**

16.1. The products of any work executed by the winner in the scope of this Tender shall be delivered to the Company and deemed to be its sole property. The Company may use it in any manner it deems appropriate without any restriction.

16.2. The winner shall not be permitted to use the materials it prepared for the purposes of executing the work subject of the Tender for its internal needs or for the purposes of any other work, without the Company's prior written consent.

16.3. The winner shall not transfer the documents it prepared in the framework of the Tender and/or any part thereof to any other party, shall not permit any printing and/or publication and shall not publish the documents in any manner without receiving the Company's prior written consent.

16.4. Upon the end of the engagement or immediately upon the Company's first written demand, the winner shall provide the Company with all information, data, files and documents, or any other material provided to it, that it received or prepared in connection with the execution of the services subject of this Tender.

16.5. A Bidder who submits a Bid in response to this process represents that it waives in advance any claim, demand, action, including any intellectual property matter, against the Company and/or anyone on its behalf, for any information, in whole or in part, that the Bidder provided as part of the process.

16.6. A Bidder who submits a Bid in response to this process undertakes that, within the framework of the information it submitted and/or any use it may make of it, no rights, including copyrights or trade secrets of a third party, will be impaired. The Bidder alone will be responsible for any demand and/or claim that originates from the claim that the rights of a third party have been violated as mentioned above, and it shall indemnify the Company immediately upon receipt of a demand

for any amount that is required and/or demanded to be paid due to a claim or demand as mentioned above, including expenses attorneys' fees.

## 17. **Confidentiality**

- 17.1. The Bidder and any party that received the Tender Documents and participated in the tour and did not submit a Bid (both to be referred to hereinafter in this section as the “**Bidder**”) undertakes that upon receipt of the Tender Documents not to provide or transfer to any other person any information, registry, document or data it received from the Company for the purposes of or in connection with this Tender, other than information that is part of the public domain or information that must be disclosed according to the law .
- 17.2. For the purposes of performing its obligations under this section, the Bidder undertakes to maintain the confidentiality, as noted, from its employees and subcontractors or anyone on its behalf.
- 17.3. The Bidder undertakes to comply with any instruction by the Company regarding confidentiality and sign any confidentiality undertaking for its participation in the tour as part of the Tender.
- 17.4. All Tender Documents are the Company's property and are lent to the Bidder for the preparation and submission of its Bid. The Bidder is not permitted to copy any of these documents or use them for any other purpose. If the Bidder did not submit a Bid or received notice from the Company that it did not win the Tender, the Bidder shall return all the Tender Documents, if required to do so by the Company and shall not retain any copy, photocopy, magnetic, optic or any other copy of the Tender Documents.

## 18. **Conflicts and Changes**

- 18.1. If there is any conflict between the different Tender Document or there is no clarity about the Tender Documents, the documents shall be interpreted in a manner which broadens the Bidder's duties and/or the Company's rights.
- 18.2. The Company shall be permitted at any time, according to its absolute discretion, amend or change the Tender Documents, provided that it shall notify of such in writing on its website, and the Bidders of the Tender shall prepare their Bids or amend their Bids, based on the amendments or changes. The Company may decide at any time to cancel the Tender process and it shall not bear any liability

to the Bidders.

19. **Conflict of Interest**

The Company is informing every Bidder about the following provisions:

- 19.1. Any person in the Company (including a director or the CEO), his relative, agent or partner or corporation which any of the foregoing hold, directly or indirectly, any rights and/or any of them are a director or managing employee, cannot participate in the Tender. For these purposes, a “relative” – spouse, parent, son or daughter, brother or sister.
- 19.2. A Bidder or anyone on its behalf, with respect to whom there are any concerns for a conflict of interest with the work subject of this Tender and/or any concerns about a conflict of interest with the Company – cannot participate in the Tender unless the Company provided its approval and subject to the terms provided by the Bidder, at its absolute discretion.
- 19.3. Without derogating from the foregoing, the Bidder shall be required to attach an affidavit that there is no conflict of interest, in the form attached hereto as **Appendix 4** to this Tender.

20. **Insurance Requirements**

The Company’s requirements for insurance shall be set forth in the scope of an appendix to the contract attached thereto in accordance with the type of the proposed Activity.

21. **General Conditions**

21.1. **Independent Execution**

The Bidder shall not be permitted to provide the execution of the Activities to any subcontractors, unless it received the Company’s prior written consent. The Company is permitted to deny the delivery of the execution of the work to any subcontractors, instruct upon its replacement and/or removal from the site, all in accordance with its discretion and shall not be required to provide any explanation.

21.2. **Applicable Law**

This process is subject to the laws of the State of Israel, as in effect from time to time. Bids shall be prepared and submitted in accordance with the law, and the Bidders shall be deemed to have the proper legal consultation for the purposes of the participation in the process and submission of Bids.

### 21.3. Jurisdiction Clause

The exclusive jurisdiction to review any claim whose cause of action is this Tender or the documents to be signed with the winner, shall be granted to the competent court in Tel Aviv in accordance with the subject matter jurisdiction.

### 21.4. Participation Expenses in the Process

21.4.1. The mere participation in the Tender is equivalent to the Bidder's declaration that it is aware that it agrees to all the expenses entailed in the participation of the Tender and thereafter, including in connection with the preparation of the Bid for this Tender and all processes thereto, the submission and update of the Bid, payments, legal and other expenses, shall be the sole responsibility of and at the expense of the Bidder, irrespective of the results of the Tender, and the Bidder shall not have any demand or claim for any refund or compensation from the Company for these expenses and the Company shall bear the liability thereto.

21.4.2. Without derogating from the generality of the foregoing, if the Tender is cancelled, in whole or in part, for any reason, including reasons related to the Company and/or of the Tender Documents are amended and/or of any Bidders and/or Bids are disqualified and/or their selection is terminated at any time and for any reason, the Bidders shall not be entitled to any refund or compensation or payment of any kind relating to the termination, amendment or disqualification or non-selection or termination.

### 21.5. Single Bid

21.5.1. Every Bidder must submit one Bid. The foregoing also applies to anyone who controls the Bidder or is controlled by the Bidder or a controlled party of any controlling third party. For the purposes of the definition of the term "control"- holding more than 50% of the voting rights at the general meeting or the right to appoint 50% of the directors.

21.5.2. Submission of joint Bids shall not be permitted for two legal entities. For the avoidance of doubt, it is clarified that it is not possible to submit any Bid through any joint venture in the framework of this Tender.

### 21.6. No Collusion of Bids

A Bidder, any party with any connection to the Bidder or anyone on its behalf,

shall not be coordinated any Bid with any other Bidder, a party with any connection to any other Bidder or anyone on its behalf: Without derogating from the foregoing: coordination of a Bid, is any of the following:

21.6.1. Agreements, arrangements or understandings of any kind, express or implied, for any matter relating to this Tender, *inter alia*, regarding the prices of the work, the terms of the contract and strategies.

21.6.2. Providing any information relating to any matter pertaining to the Tender, its acceptance, replacement or disclosure in any manner between the Bidders, parties connected to them or anyone on their behalf.

#### 21.7. Budget Approval

The Company's engagement with the Bidder is contingent upon the approved budget, and receipt of all approvals from the entities who should finance or participate in the funding for the execution of the work, if any. The mere submission of the Bid in the Tender, the Bidders are seen as to agree and authorize the foregoing, and they waive any claim, demand and/or action against the Company and/or anyone on its behalf, regarding this matter and undertake not to raise any claim, demand and/or action against the Company and/or anyone on its behalf, in connection with the termination of the Tender and/or delay the commencement of the execution of the work subject of the Tender due to the foregoing.

#### 21.8. Notices

Notices shall be sent by email or registered mail according to the details the Bidder shall provide when submitting an online Bid. Notices sent via email shall be deemed to have reached the recipient within 24 hours from the transmission date, and notice sent by registered mail shall be deemed to have reached the recipient within 48 hours from the transmission date.

Sincerely,

**Tal Rotschild Baharal**

**Head of the Commerce Department**





**Appendix 1 – the Bidder’s Profile and Initial Bid****The Bidder**

Name: \_\_\_\_\_ Corporation/ Licensed Business Dealer No.: \_\_\_\_\_

Year of Incorporation: \_\_\_\_\_ Address: \_\_\_\_\_

The Bidder’s Site: \_\_\_\_\_

The Bidder’s Names: 1. \_\_\_\_\_ ID No. \_\_\_\_\_

2. \_\_\_\_\_ ID No. \_\_\_\_\_

3. \_\_\_\_\_ ID No. \_\_\_\_\_

(if the Bidder is a corporation, specify the owners of the corporation)

**Contact Person:**

The Bidder’s Contract Perron: \_\_\_\_\_ Role: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of the Bidder and Areas of Activity: \_\_\_\_\_

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**The Bid for New Activities or Fields of Energy in the Existing Infrastructure** (except, in the field of energy storage and solar guarding)

Summary of the Bid: \_\_\_\_\_

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Main advantages of the Bid: \_\_\_\_\_

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Additional information or additional required needs from the energy infrastructures for the application of the solution: \_\_\_\_\_

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- Additional documents, links and any relevant information that must be attached.

**Appendix 2 – Authorization in accordance with Prerequisite 8.2.1.****To:****Energy Infrastructures Ltd.  
3 Hasadanot St.  
Herzliya****To whom it may concern,****In Re: Tender No. 24/003 for Receipt of Bids for Ancillary Use of Storage and Conduit  
Infrastructures of Energy Infrastructures Ltd.****The Bidder is a licensed business dealer:**

We hereby represent that there are no pending receivership or bankruptcy proceedings.

**\* Attached is a copy of the licensed business dealer and copy of identification cards.**

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

Sincerely,

\_\_\_\_\_  
The Bidder's Signature**For a Bidder who is a corporation**

As the attorney/ accountant of the Bidder \_\_\_\_\_ in the Tender in the subject matter above, I hereby authorize that according to the best of my knowledge and review, the corporation is duly registered in Israel and there are no pending insolvency proceedings against it, including, liquidation, stay of proceedings or receivership.

**\*Please attach a copy of the valid registration certificate, the Bidder's accountant or attorney authorization, that was in effect on the submission date of the Bid, about the signatories powers to sign behalf of the Bidder on the Tender Documents, and bind the Bidder with their signatures, for all intents and purposes.**

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

Sincerely,

\_\_\_\_\_  
Signature and Stamp of the Accountant/ Attorney

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**\*It is possible to sign this authorization in the identical form on the letterhead of the accountant/attorney's office.**

## Appendix 3 – Affidavit according to the Transactions with Public Entities

### Law – Prerequisite 8.2.3

I, the undersigned, \_\_\_\_\_, holder of Identification Number \_\_\_\_\_, after being warned that I must state the truth or otherwise be subject to the penalties prescribed by law, do hereby represent as follows:

1. I serve as \_\_\_\_\_ and by virtue of my position am also an authorized signatory of \_\_\_\_\_ (hereinafter: the “**Bidder**”).
2. I am submitting this affidavit for purposes of proving the Bidder’s compliance with the conditions set forth in Tender No. 24/003 to Receive Bids for the Ancillary Use of Storage and Conduits Infrastructures of Energy Infrastructures Ltd. (hereinafter: the “**Tender**”).
3. **Please mark X in the appropriate option among the following two options:**
  - The Bidder was not convicted of more than two offenses according to the Foreign Employees Law (Prohibition of Unlawful Employment and Securing Fair Conditions), 5751 – 1991 and/or according to the Minimum Wage Law, 5747 – 1987;
  - The Bidder was convicted of more than two offenses according to the Foreign Employees Law (Prohibition of Unlawful Employment and Securing Fair Conditions), 5751 – 1991 and/or according to the Minimum Wage Law, 5747 – 1987, however between the last conviction date and until the Bidder has filed its Bid, more than one year has lapsed.
4. The provisions in section 3 of my Affidavit are true for each of the following:
  - 4.1. A controlling holder of the Bidder.
  - 4.2. A corporation whose composition of shareholders or partners are similar in nature to the Bidder.
  - 4.3. The person who is responsible for the payment of wages on behalf of the Bidder.
  - 4.4. If the Bidder is substantially controlled – another corporation that is also substantially controlled by the party controlling the Bidder (“sister company”).
5. The Bidder or any of directors were not convicted of any offenses according to the following sections in the Penal Code, 5737 – 1977: 383, 330, 304, 300, 290-291, 422-425 in the last five years.
6. As of the submission deadline for Bids in the Tender [**the Bidder must mark X in the relevant options among the following two options**]:
  - The provisions of Section 9 of the Equal Rights Law for Persons with Disabilities, 5758 – 1998 (hereinafter: the “**Equal Rights Law**”) does not apply to the Bidder.
  - The provisions of Section 9 of the Equal Rights law **apply** to the Bidder and it complies thereto, and in the event that it employs more than 100 employees, as of the submission deadline for the Bids. In such an instance, the Bidder represents and warrants as follows:
    - 6.1. To the extent that its Bid shall win the Tender and it shall engage with the Customer for the execution of the work, the Bidder shall contact the CEO of the Ministry of Labor, Welfare and Social Services to examine the application of its duties according to Section 9 of the Equal Rights Law and if necessary to examine the receipt of guidelines in connection with their application.
    - 6.2. **Alternately** – In the past, the Bidder has undertaken to contract the CEO of the Ministry of Labor, Welfare and Social Services to examine the application of its

duties according to Section 9 of the Equal Rights Law in accordance with the provisions of section (1) above and was made for the engagement with respect to which it acted for their application.

The definition of the term “employer” for the purposes of this section 6 – shall have the same definition in the Equal Rights Law.

6.3. The Bidder hereby undertakes that in the event that it shall engage with the Customer pursuant to this Tender, it shall provide a copy of the affidavit according to this Section 6 to the CEO of the of the Ministry of Labor, Welfare and Social Services within 30 days from the engagement.

7. I hereby declare that the name above is my name, the signature below is my signature and the content of my Affidavit is true.

### **AUTHORIZATION**

I, the undersigned, Adv. \_\_\_\_\_, do hereby authorize that on \_\_\_\_\_, Mr./Ms. \_\_\_\_\_, who identified himself/herself before me according to Identification No. \_\_\_\_\_ / who I am personally acquainted with appeared before me, and after I warned her/him that he/she must state the truth, or otherwise be subject to the penalties prescribed by law if he/she does not do so, he/she confirmed the accuracy of the foregoing declaration and signed it before me.

\_\_\_\_\_  
The authorizing  
party's signature

#### Appendix 4 – Affidavit for No Conflict of Interest

I, the undersigned, Mr./ Ms. \_\_\_\_\_, holder of Identification Number \_\_\_\_\_, after being warned that I must state the truth or otherwise be subject to the penalties prescribed by law if I do not do so, do hereby declare in writing as follows:

1. I serve as \_\_\_\_\_ in the \_\_\_\_\_ (hereinafter: the “**Bidder**”) and am signing this Affidavit to support the Bidder’s Bid in Tender No. 24/003 to Receive Bids for the Ancillary Use of Storage and Conduit Infrastructures of Energy Infrastructures Ltd. (hereinafter: the “**Tender**”) published by Energy Infrastructures Ltd. (hereinafter: the “**Company**”).
2. The Bidder does not have nor shall it have during the execution period of the work for the Company any conflict of interest, of any nature, business and/or personal relations and/or other relationships and/or any other matter that could place the Bidder in a conflict of interest or concerns for any conflict of interest (hereinafter: “**Conflict of Interest**”);
3. If the Bidder wins the Tender, the Bidder shall act faithfully towards the Company and for its best interests only;
4. The Bidder undertakes to abstain from being in any Conflict of Interest with the Company, and undertakes to immediately inform the Company should any such concern arise about being in any Conflict of Interest with the Company;
5. In the event that a Conflict of Interest should arise as noted in section 4 above, the Bidder undertakes to cease from executing any action on behalf of the Company and/or grant any other service in connection with the Project and/or Company, until receipt of instructions from the Company;
6. Without derogating from the generality of the foregoing, below are details of the entities and/or corporations that are connected directly and/or indirectly to the Company and/or to whom the Bidder provides services and/or with whom the Bidder has a personal or business relationship on the submission date of the Bid in the Tender which could create a Conflict of Interest:



### Appendix 5 – Manner of Submitting the Tender Digitally

The Bidder shall file its Bid and all ancillary documents until the date set forth in the Tender Documents (“**Bids Submission Date**”):

Submitting Bids digitally shall be as follows:

1. The Bid shall be sent only to the email box indicated in the Tender Documents (hereinafter: the “**Designated Email Inbox**”) in a manner that shall be detailed below. The Bidders must carefully comply with the provisions of the submission.
2. The Bid shall be divided into 2 files sent together in one email, when the subject shall state the **Bidder’s name and the Tender’s number (for example, Company XXX – Submission of Bids for Tender No, XX/XXX)**.
  - 2.1. File No. 1: Documents providing the Bidder’s compliance with the prerequisites in a signed PDF file.

**The file should be saved with the name “Prerequisites”.**
  - 2.2. File No. .2: The other Tender documents in a signed PDF file, according to the Tender conditions.

**The file should be saved with the name “General”.**
3. An automatic approval mail shall be sent from the Designated Email Inbox to the email notice, which includes all the files received in the Designated Email Inbox. The Bidder must check that both files were received. To the extent that the approval email notice was not received or the files were returned, and subject to the date set forth in sections 7-8 below, the Bidder must contact the Company as set forth in section 8 below.
4. The total weight of the email notice shall not exceed 9MB. It is clarified that it is possible to use file condensing software, however, check that the files are legible and clear.
5. It should be clarified that it is not possible to send to the Designated Email Inbox links to external sites which can disrupt receipt of the Bid, and the Bid must include all necessary details, *inter alia*, it is not possible to attach any reference to any JumboMail site or any similar site.
6. All files submitted in the framework of the Bid must be digitally signed by the party authorized to submit the Bid on behalf of the Bidder through a secured digital signature, according to the provisions of the Digital Signature Law, 5761 – 2001, which (a) is specifically related to the competent party; (b) identified the party who is the authorized signatory; and (c) is under the exclusive access and control of the authorized party.



7. The Company may open the Designated Email Inbox for the Tender 24 hours before the Bid Submission Date (“**Preliminary Examination Period**”); only to examine receipt of the email notices in the Designated Email Inbox, resulting from any referral as set forth in section 8 below. For the avoidance of doubt, the Company shall not open any email notice during the Preliminary Examination Period and shall not check if the files were attached to the email notice. It should be clarified that in such instances, for any reason, where an email notice was received without any file, the Bidder shall bear the full liability and it shall not have any claim against the Company in this matter.
8. A Bidder who sent, shortly before the Preliminary Examination Period through an email notice, as set forth above, to the Designated Email Inbox, and did not receive a reply notice from the Designated Email Inbox, as set forth in section 4 above, shall contact the Company **immediately** at [Contractsbid@pei.co.il](mailto:Contractsbid@pei.co.il), and in any event before the Bids submission date for the Tender, for the purposes of clarification. Simultaneously, the Bidder shall send an additional copy of the Bid to the Tender whether by Physical Submission or Digital Submission, according to its choice, and shall notify the Company after doing so.
9. The Company shall be permitted to open the Designated Email Inbox after the Preliminary Examination Period, only after the Bidder’s notice that its Bid was not accepted and therefore it sent its Bid once again by email, and this it also did not receive a return email reply from the Designated Email Inbox. Opening the Designated Email Inbox as set forth in the beginning of this section shall be done only to examine if the Bid was received.
10. In the event that more than one Bid shall be received by the Bidder in the designated account, the Bid that was received last shall bind the Bidder.
11. For the avoidance of doubt, it is clarified that it is possible to file Bids after the Preliminary Examination Period, as long as they are received in the Designated Email Inbox, before the Bids Submission Deadline. For this purpose, the Bidder must take into account, that at times email notices are received from external email inboxes sometime after they were sent, and shall send its Bid according to and with sufficient time before the Bids submission deadline, so that it will be received on time. It should be clarified, that all responsibility regarding the receipt date of the emails in the Designated Email Inbox is imposed only on the Bidder, and it shall not have any claim against the Company

regarding this matter. **Other than the cases set forth in section 8 above, after the Preliminary Examination Date, it will not be possible to clarify any further if emails were received in the Designated Email Inbox, and full responsibility shall be imposed on the Bidders if there were any technical errors as to why their Bids were not received in the Designated Email Inbox.**

12. By the mere submission of its Bid, every Bidder: (a) represents and agrees that the correspondence with the Company relating to the Tender (and the contract, to the extent that it shall be signed on a later date), shall be met through the email address from which it sent its Bid, however, to the extent that the Bidder included another email address in its Bid for the purposes of correspondent and sending future notices from the Company or until any other notice from the Bidder; (b) represents and warrants that all the documents attached thereto, which have a signature, stamp or third party written approval, are certified and authentic copies of the original documents, which was duly issued by the person who is the certified representative of such third party; (c) undertakes that the correspondence, digital signature through which the Bidder and the digitally signed files that were attached, comply with the lawful requirements of the law.
  13. In the event the Bid is submitted by the Bidder through Digital Submission and Physical Submission, the Company may disqualify the Bid or select one of the two Bids, according to its absolute discretion, and the Bidder shall not have any claim in this regard.
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**Document B – The Bidder’s Details and Request to Participate**

<b>The Bidder’s Name:</b>	
<b>The Bidder’s Signature and Stamp:</b>	
<b>ID No./ Private Company No.</b>	
<b>The Bidder’s Address:</b>	
<b>The Bidder’s Telephone:</b>	
<b>The Bidder’s Fax:</b>	
<b>Name of the Bidder’s Contact Person for the Tender:</b>	
<b>The Contact Person’s Cell No.:</b>	
<b>Email address of the Bidder/ Contact Person:</b>	

We, the undersigned, \_\_\_\_\_ do hereby represent in writing as follows:

1. The information and contact details noted in the chart above are correct and precise.
2. The contact person noted above in the chart constitute the authorized party on behalf of the Bidder to be the contact person to receive notices in connection with the Bid that has been filed by the Bidder in Public Tender No. 24/003 for the Ancillary Use of Storage and Conduit Infrastructures of Energy Infrastructures Ltd. (hereinafter also the “**Tender**”), as published by Energy Infrastructures Ltd. (hereinafter: the “**Company**”).
3. We are aware that the Bidder and contact person on its behalf are responsible for ensuring the integrity of the email inbox and fax machine for the Bidder and contract person on its behalf as detailed in the Bid.
4. We have carefully read the Tender Documents to Submit Bids in the Tender, and we are requesting to submit our Bid in response to the Tender for the receipt of Bids.
5. We have thoroughly reviewed all the Tender Documents with professional consultants on our behalf, as we deemed appropriate, and we are submitting our Bid after all terms of the Tender Documents are clear and evident to us, including, the method for selecting the winning Bid/s, and we methodically examined the implications and meanings. Therefore, we hereby waive in advance any claim and/or action against the Company or anyone on its behalf, in all matters relating to or entailed in the Tender Documents and the understanding of their content.

6. We reviewed the Tender Documents, the instructions of the process, and we understand them and we comply with all terms determined in the framework of the Tender process and we have the ability to comply with all obligations set forth in the Tender Documents.
7. We are submitting this Tender on our behalf only and without the cooperation of any other party other than ourselves. We have not coordinated our Bid with any other person.
8. We undertake to perform all the obligations to the Company if we are announced the winners.
9. The submission of our Bid is in the framework of the purposes set forth in our incorporation documents and according to our Articles of Association and is signed by our authorized signatories, and their signatures on the Tender Document shall bind us for all intents and purposes. There is no legal impediment or otherwise to submit our Bid in response to the Tender or our engagement in the agreement with the Company for the execution of the work if we are selected as the winners.
10. We authorize and agree that all the expenses in connection with the examination of the Tender Documents, as well as the examination of the requirements in connection with the work and preparation of this Tender shall apply in full to us only, and we shall not have any claim or action with respect thereto.
11. Our Bid is irrevocable and may not be cancelled by us. It is clear to us that if our Bid is declared as the winner and we shall not perform the obligations arising therefrom, including, if we do not sign the version of the agreement as determined by you on such or if we do not provide you in a timely fashion with the insurance documents and/or addendums to the policies, as set forth in the signed and valid insurance appendix, the Company shall be entitled to cancel our win, and we shall not have any claim and/or demand in connection therewith.
12. Our Bid shall remain in effect for a period of 12 months from the submission date, and we are aware that in this timeframe the Bidder shall be bound to the Bid and the Customer may announce upon the Bidder's win and exercise of the Bid. We are also aware that the Company may request to extend the validity of the Bid, all as set forth in the Tender Documents.
13. We are aware that the Company may, at any time, incorporate any changes in the Tender

Documents and only the final documents, as shall be signed by the Company and the Bidder shall be selected, shall bind the Company.

14. All required documents according to the Tender Documents are attached to our Bid.

IN WITNESS THEREOF, WE HAVE SET OUR HANDS HERETO ON \_\_\_\_\_:

\_\_\_\_\_  
The Bidder's Signature and  
Stamp

### AUTHORIZATION

I, the undersigned, Adv. \_\_\_\_\_, do hereby authorize that this document was signed by Messrs. \_\_\_\_\_ and \_\_\_\_\_, who are authorized to sign on behalf of the Company, and their signatures shall bind the Bidder for all intents and purposes. I further represent that all required decisions and approvals were made in the relevant organs of the Bidder for the purposes of participating in this process.

\_\_\_\_\_  
Attorney's Signature and  
Stamp