

26/02/2025

**To:**  
Bidders in the Tender  
Manufacture and Supply of  
(INGL/TENDER/2025/02)

Contracts & Procurement  
Department  
e-mail: c-tender@ingl.co.il  
Ref: 479788

Via: e-mail

**Re: Clarification & Amendment no. 2 -  
Public Tender for the Provision of Advisory & QA Inspection Services According to NEN  
Standard (INGL/TENDER/2025/02)**

**1. General**

- 1.1. All capitalized terms not expressly defined herein shall have the meaning attributed to them in the Tender Documents.
- 1.2. The clarifications, and amendments, as applicable, appearing below replace and supersede all prior correspondence, whether written or oral, and shall constitute the sole binding document with respect to the subject matter hereof and an integral part of the Tender Documents.
- 1.3. Except where expressly stated herein, nothing in this clarification letter shall be construed to derogate from the Tender Documents.
- 1.4. Bidders are requested to send a signed copy of this Clarification & Amendment no. 2 upon its receipt and to submit it signed as integral part of their Bid.**

**Q** – Question, **A** – Answer

**TENDER** – The instruction to Submit Bids (doc. no. 477820)

**Agreement** - the Agreement for the Provision of Advisory & QA Inspection Services According to NEN Standard (doc. no. 477830)

**SOW** – The Scope of Work (doc. no. 477824)

**1. Clarification no. 1**

#		DOCUMENT SECTION	CLARIFICATION
1	Q	Tender, Threshold, Clause 12.1.1	Please clarify if the Bidder can be accepted to bid although owned by a parent company.
	A		Question is not clear. The Bidder itself must comply with the Threshold Requirements, unless explicitly stated otherwise in the Tender.
2	Q	Tender, Threshold, Clause 12.1.5	Please clarify if the Bidder (who is located in a country which is a candidate for an OECD Country but not yet a member), as being owned by the parent company located in High Income OECD Country, is accepted to bid.

	A		<p>Not approved.</p> <p>The Bidder must be an engineering company, which headquarters are located in a current High-Income OECD Country.</p>
3	Q	Tender, Clause 12.3.1, Threshold, In-House employment	<p>We are a global company and regularly use resources across the group. Can the Company accept the inclusion of the engineers of our affiliates being a global business managed by a vertical streamed business line?</p>
	A		<p>Not approved.</p> <p>As provided in Clause 12.1.3 to the Tender the Bidder itself must comply with the Threshold Requirements, unless explicitly stated otherwise in the Tender. As provided in Clause 12.4.4 Bidder's employee (Freelances and/or subcontractors shall not be approved).</p>
4	Q	Tender, Threshold, Clauses 12.3.3, 12.3.4 NEN 3650 standard Familiarity & Inspection	<p>The Bidder requires demonstrable experience of Dutch NEN.</p> <p>a) Can Company accept of experience with DNV St F101, and other equivalent or similar standards?</p> <p>b) Can we use the Consultant's group of companies' expertise to qualify according to NEN 3650 Dutch Standard?</p>
	A	Experience (Pipeline & PRMS Manufacturing)	<p>a) Not approved. The Bidder should be fully familiar with the details of the NEN3650 Dutch standard, which was incorporated by the Israeli Standard 5664 for Natural Gas Transmission Pipeline System, therefore the NEN is the main applicable standard required to the Services.</p> <p>b) Not approved. Please see the answer to Clause 3 above.</p>
5	Q	Tender, Threshold, Clauses 12.3.3.2, Experience in Consultancy Services	<p>We are a TIC (Testing, Inspection and Certification Company) and not an engineering one. However, we can supply technical advisory based on our expertise within inspection, QA/QC supervision, conformity assessment, review and endorse of the technical documentation. As well, in the light of this specific requirement like having 10 years' expertise in Engineering and Consulting services on pipelines, since engineering and consultancy is a separate scope than traditional inspection and QA/QC services. Please clarify if we can be qualified under these circumstances.</p>
	A		<p>The relevant experience required to meet the threshold requirement is detailed in Clause 12.3.3.2 to the Tender.</p> <p>Generally, the engineering and consulting services required are detailed in Clause 8 "Main Service Activities" to the SOW and can be provided by testing, inspection and certification companies.</p>
6	Q	Tender, Threshold, Clauses 12.3.4.1,	<p>Does TPI/Notified Body inspection services for gas pipelines, onshore and offshore (marine) pipelines, is acceptable.</p>

	A	Pipeline Inspection Experience	Yes, provided that it complies with the other specifications of Clause 12.3.4.1.
7	Q	Tender, Clause 1.4.15, Proposed	Please provide a more detailed description of what you require as part of “proposed methodology”.
	A	Methodologies for API5L pipe line and PRMS	Methodology should present the focus of the Inspection Services in the view of the Consultant, and the activities the Consultant shall take during the inspection for API5L pipeline and PRMS, to provide a complete quality assurance process by the Company. Please note required methodology is in addition to the Consultant’s specifications for inspection services, if exists.
8	Q	Tender, Clause 12.3.2, Threshold, Experience	Please clarify if the Bidder which is registered company in different country than its parent company can use the expertise of his Group’s subsidiaries in Europe to fully cover this threshold?
	A		Not approved. Please see the answer to Clause 3 above.
9	Q	Tender, Clauses 12.3, 12.4.2, Affiliates reliance	a) Can Company accept project references of our Aaffiliates? b) Please clarify if the Bidder may rely on the Parent Company Group subsidiaries qualified personnel from that subsidiaries to perform inspections at manufacturing sites?
	A		Not approved. Please see the answer to Question 3 above.
10	Q	Tender, Clauses 12.3.4.2, Threshold, Inspection Experience for PRMS Manufacturing	The Bidder performed conformity assessment and certification services to the PRMS. However, inside of such process not all of the points required in Threshold requirement was covered by the Consultant itself, like, Inspection during final acceptance test – FAT). The FAT tests expertise can be covered by using sister companies in Europe. Please confirm this approach is accepted for coving the requirements of this threshold.
	A		Please note that the Company <b>shall not allow</b> performing the inspection services by several Key Personnel while each one of them having only part of the experience required for the full scope of the specific inspection services. I.e. the specific Key Personnel shall have the experience to perform the full scope of the inspection at the manufacturing sites during the whole manufacturing process (including tests, FAT etc.).
11	Q	Tender, Clause 1.4.13, Annex A9, Financial Strength	Please advise if Annex A9 can be signed by the Bidder Power of Attorney as opposed to its external Accountant. The Consultant can also submit their audited annual accounts where the information can be verified by INGL.

	A		No. Annex A9 shall be signed by the independent certified public accountants of the Consultant.
12	Q	Tender, Annex A5	Please provide the content of Penal Code, 5737-1977
	A		The words “including the Penal Code, 5737-1977” can be erased from Annex A5.
13	Q	Tender, Annexes A7 & A8,	Please advise if the documents may be completed post-award.
	A	Threshold requirements, Welding Engineer / Inspector	No, they must be filled and submitted with the Bid. Please note that Annexes A7 & A8 are essential to determine Bidder’s compliance with the Threshold and are required for evaluation of the Bidder, therefore shall be submitted together with the Bid.
14	Q	Tender, Annexes A12 Non-Disclosure Agreement	We don’t usually require our personnel to sign individual Non-Disclosure and we, as a Company, can take on that ownership. Confidentiality obligations are already embedded in our employment contracts.
	A		Annex A12 shall be signed by the Bidder itself rather than its personnel.
15	Q	Tender, Clauses 5.2 (P. 31), Quality Evaluation – Inspection / Notified Body	Would other technical qualifications of the company such as Accredited Inspection Body (ISO 17020) and Notified Body (e.g. in Pressure Equipment Directive) carry out any additional points in the technical evaluation?
	A		No.
16	Q	Tender, Clauses 5.2 (P. 32), Quality Evaluation, Key Personnel – Coating Inspector	We expect that FROSIO coating inspector qualification are also considered adequate for additional points. Please confirm.
	A		Yes, FROSIO coating qualification shall be considered as equivalent to the Nace, regarding Clause 5.2 to the Tender.
17		Tender, Annex A14, Form of Commercial Proposal	For Annex A14 to the Tender, please note that the “Quantity of Consultants” of “1” in each of the Line Item, does not reflect the actual quantity required by the Company for the Services. The hours and days specified in Annex A14 is for general Total estimation of the Service budget for the next 12 months only. The Consultant shall provide the Services by several Key Personnel that shall not be less than the required quantity of Key personnel in Clause 12.4 to the Tender and according to Clause 5.2 to the Tender.

<b>Agreement</b>			
18	Q	Agreement, Clause 5.2.2, Task to be provided	Please add the following wording to the Clause: “Consultant reserves the right, following due consideration, to accept or reject any request under this Agreement”.
	A		No change in the Agreement. Please note that the Agreement is a frame agreement which enables the Company during Company Period to order from Consultant the Services or any part thereof for Company’s Projects. Consultant should provide the Company’s the full scope of Services if ordered.
19	Q	Agreement, Clause 10.2, Service Option Period	Please amend the Clause as below: The Company <del>shall have the option</del> may request to extend the term of the Agreement by up to 4 additional periods, up to two years at a time (the " <b>Option</b> "), by issuing a written notice to the Consultant, at least 30 days before the termination of the Agreement term or the Option term. <b>Only upon Consultant’s written consent shall this Option be deemed accepted.</b> The Agreement term and any Option implemented by the Company shall be referred as the " <b>Contract Period</b> ".
	A		<u>Clause 10.2 shall be amended as follows:</u> The Company shall have the option to extend the term of the Agreement by up to 4 additional periods, up to two years at a time (the " <b>Option</b> "), by issuing a written notice to the Consultant, at least 30 days before the <del>termination end</del> of the Agreement term or the Option term, <b>unless the Consultant have notified the Company at least 6 months prior to the end of such term, of its wish that the Contract Period shall not be extended by the Company.</b> The Agreement term and any Option implemented by the Company shall be referred as the "Contract Period".  Please note that the Parties mutual rights and obligations shall continue until the actual completion of Services ordered during the Contract Period, all as provided in Clause 10.3 to the Agreement. Also note the Service Transition mechanism provided in Clause 5.2.9 to the Tender.
20	Q	Agreement, Clause 17.2, Indemnification due to Liability	Clause to be replaced by Company shall indemnify Consultant from Company's own indirect losses, and Consultant shall indemnify Company from Consultant's own indirect losses. This applies regardless of any liability, whether strict or by negligence, in whatever form, on the part of either group. Indirect losses according to this provision include but are not limited to loss of production, loss of revenue, loss of data, loss of use, lost opportunity, costs and loss related to product recalls and loss of profit (and irrespectively of whether they would otherwise be direct or indirect and whether they were foreseeable or not at the date of the execution of the contract).

	A		<p>Clause 17.2 shall be amended as follows:</p> <p>The Consultant shall indemnify and hold harmless the Company, its agents and employees and anyone acting on its behalf and the State of Israel (the “<b>Indemnified Parties</b>”), for any damage (including legal and attorney's fees and costs), or any <b>direct</b> loss, <del>whether direct or indirect</del>—caused to the Indemnified Parties, as well as to any third party, resulting from any act and/or omission of the Consultant, its employees and/or anyone acting on its behalf, including, without limitation, breaches of any of the terms and provisions of the Agreement <del>and/or for any damage or loss resulting from the Services supplied by the Consultant pursuant to the Agreement.</del></p> <p>Please also see the answer to Question 22 below with respect to indirect or consequential damage.</p>
21	Q	Agreement, Clause 17.4, Indemnification due to Liability	<p>Please amend the Clause as below:</p> <p><del>In any event in which the Consultant is required to pay indemnity pursuant to this Section,</del> Notwithstanding any provision in the Contract to the contrary, to the extent permitted by law and howsoever arising (whether under the Contract, in tort or otherwise), regardless of cause and regardless of Consultant's negligence, Consultant's total cumulative liability for breach of contract, and regardless of whether the Contract is terminated or not, shall be limited to <del>the amount of compensation paid there under shall be limited to</del> the Contract Price. The limitation of liability specified above shall not apply in case of gross negligence or willful misconduct on the part of the Consultant or any person acting on its behalf in performing the Services, <del>and shall not affect the Consultant's liability for damage to any third party.</del></p>
	A		<p>Clause 17.4 shall be amended as follows:</p> <p>In any event in which the Consultant is required to pay indemnity pursuant to this Section, the amount of compensation paid there under shall be limited to the Contract Price. The limitation of liability specified above shall not apply in case of gross negligence or willful misconduct on the part of the Consultant or any person acting on its behalf in performing the Services, <del>and shall not affect the Consultant's liability for damage to any third party.</del></p>
22	Q	Agreement, Clause 17.5, Proposed new clause	<p>Please insert the following New Clause:</p> <p><b>Company shall be responsible</b> for and shall release, defend, indemnify and hold Consultant harmless from and against any and all losses, damages, costs, expenses (including reasonable attorneys’ fees) and liabilities arising from claims made:</p> <p>(i) for bodily injury to, illness and/or death of any Third Party; and</p> <p>(ii) for damage to or loss of property of any Third Party, to the extent such bodily injury, illness, death, damage or loss arises out of or is incident to the negligence or other legal fault of Company in</p>



			<p>connection with the performance of the Work. <b>Consultant shall be responsible</b> for and shall release, defend, indemnify and hold Company harmless from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees) and liabilities arising from claims made: (i) for bodily injury to, illness or death of any Third Party, and (ii) for damage to or loss of property of any Third Party, to the extent such bodily injury, illness, death, damage or loss arises out of or is incident to the negligence or other legal fault of Consultant in connection with the performance of the Work.</p>
	A		<p><u>Clause 17.5 shall be added as follows:</u> The Company shall be liable for and shall indemnify the Consultant and hold it harmless against all direct losses, expenses or claims in respect of loss of or damage to any physical property, or of death or personal injury whenever occurring to the extent caused by or arising out of any act and/or omission of the Company, its employees and/or anyone acting on its behalf. In no event shall the Company be liable for any loss of profit, loss of use, loss of production, or for any other indirect or consequential damage howsoever and whatsoever caused that may be suffered by the Consultant or any Third Party.</p> <p><u>Clause 17.6 shall be added to the Agreement as follows:</u> Neither party shall be liable to the other party, for any loss of profit, loss of use, loss of production, or for any indirect or consequential damage howsoever and whatsoever caused that may be suffered by the other party.</p>
23	Q	Agreement, Clause 18.2.6, Insurance coverage extent	<p>Please amend the Clause as below: The insurance coverages stipulated above (<b>with the exception of Workers Compensation and Professional Liability Insurances</b>) are extended to indemnify the Company <del>and the State of and anyone acting on their behalf in respect of their liability</del> for the acts and/or omissions of The Consultant and/or anyone on The Consultant behalf, subject to a cross liability clause, pursuant to which the insurance will be deemed to have been effected separately for each individual additional insured.</p>
	A		No change in the Agreement.
24	Q	Agreement, Clause 18.1.1, Insurance – Employer Liability	<p>Employers Liability: the coverage amount is based on the local legislation on where our headquarters are and where the company is registered and where the personnel is registered. It would be difficult to get the coverage required which is outside the limits of the local legislation. Please confirm it is ok to use the Employer liability limits based on the country of company and employee's registration.</p>

	A		The Agreed Employers Liability limits of liability shall be in accordance with consultant local legislation and best practice, provided that the Consultant's insurance policies subject to worldwide territorial limits and jurisdiction including Israel.
25	Q	Agreement, Clause 17.5, Proposed new clause – Sanctions	Please insert a New Clause with respect to termination due to sanctions.
	A		<u>New Clause 13.4 shall be added to the Agreement as follows:</u> If the conclusion of, the performance of any obligation under, or exercise of any right pursuant to this Agreement would result in the breach of any sanctions or restrictions provided in the Sanction List of OFAC ( <a href="https://sanctionssearch.ofac.treas.gov/">https://sanctionssearch.ofac.treas.gov/</a> ) (“Sanctions”) by any Party or may expose any Party and/or its Affiliates to the risk of any adverse measures pursuant to the Sanctions, such Party is entitled to terminate the Agreement in whole or in part by written notice to the other Party with immediate effect and without any liability or compensation.
26	Q	Agreement, Annex A3, Terms of Payment – Travel time	Please confirm travel time is considered working time (i.e. chargeable) when travelling by plane to a different country / continent).
	A		Confirmed.
<b>Scope of Work</b>			
27	Q	SOW, Clause 4, Quality Assurance & Applicable Standards	Since our expertise is in local standard which has similar approach with NEN 3650 Dutch Standard. In practice, we shall identify the differences and fully implement the NEN 3650. Please let us know about your acceptance in this matter.
	A		No change in the Scope of Work. The Consultant is responsible that the Services shall be provided according the NEN 3650 Dutch Standard.
28	Q	SOW, Clause 7, Service Timeline	Please clarify what should be the deliverables during the Pre-Manufacturing phase “preparation”. Please clarify what inputs are expected during the maintenance phase.
	A		The main deliverables are as detailed in this section of the SOW. During pre-manufacturing preparations, the Consultant shall support the Company in responding to any technical clarifications made by the Supplier or initiated by the Company.



2. **Amendment no. 2**

2.1. Please find attached an updated **version no. 2** of the Agreement reflecting the above amendments. Such updated version is also available at Company's website.

**In their submission to the Tender Bidders should use the updated version only.**

(A track changes version of the updated Agreement is provided as well for convenience only and not for submission).

The Bidders are requested to acknowledge receipt of this Clarifications & Amendment No. 2 by returning an executed copy of the attached acknowledgment receipt form.

Sincerely yours,

  
**Israel Natural Gas Lines Company Ltd.**

\* \* \* \* \*

**Acknowledgement of Receipt**

We, the undersigned, hereby confirm that we received **Clarification & Amendment No. 2 - Public Tender for the Provision of Advisory & QA Inspection Services According to NEN Standard (INGL/TENDER/2025/02)**

.....  
Date

.....  
Company

.....  
Signature