

***Invitation to participate in
a tender, with a pre-
qualification and an
additional competitive
process, for the
performance of renovating
SPM buoy - “Mono 3”***



A. Invitation to participate in a pre-qualification process

Europe Asia Pipeline Company Ltd. (hereinafter, the “**Company**” or “**EAPC**”) intends to perform repairing and renovating a SPM buoy (“**Mono 3**”) located in Ashkelon Port and operated by the Company.

The winning bidder will be required to tow the SPM buoy (Mono 3) from Ashkelon Port to the site of the shipyard where the renovation will be carried out under the supervision of EAPC.

After the execution of the renovation, and subject to the confirmation by the Company and the supervisor on its behalf, who will accompany the renovation on site during the entire performance of the Work, that the Work has been executed to the satisfaction of the Company, the winner will be responsible for towing the renovated SPM buoy (Mono 3) by sea to the area of Ashkelon Port

Disassembling the buoy and assembling it at sea will be done under the responsibility of EAPC.

The Company hereby invites bidders to participate in the tender, with a pre-qualification process, for the performance of the Work.

B. Tender Stages

1. The tender is a tender with a pre-qualification stage and an additional competitive process, as defined in Regulations 17C and 17E of the Tender Requirement Regulations, 5753 - 1993.
2. In the first stage, as described in this Invitation, bidders will be invited to submit documents for examining compliance with the threshold conditions and other requirements, as defined below (hereinafter, the “**Early Stage**” or “**Pre-Qualification Stage**”).
3. In the second stage, the Company will invite all those who will be included in the group of bidders who successfully pass the Early Stage, as described above, to submit at the date to be specified, their bid for the performance of the Work (hereinafter, the “**Bidding Stage**”).
4. The Company reserves the right to set additional threshold conditions and quality scoring and additional requirements at the Bidding Stage, even if these were not required at this Early Stage.

5. The Company reserves the right, in its sole discretion, to conduct additional competitive proceedings (Best & Final) in accordance with the conditions to be specified in the Bidding Stage.

C. Threshold Conditions for Participation in the Pre-Qualification Stage

1. General

A condition for passing the pre-qualification process is the bidder's compliance with all of the threshold conditions listed below.

A bid that does not meet all of the conditions set forth below may be disqualified:

Threshold Conditions

2. The bidder functions as an active shipyard (the “**Shipyard**”) on the deadline for the submission of the documents in the Pre-Qualification Stage
3. The towing distance from EAPC Port in Ashkelon to the Shipyard is maximum 72 hours.
4. The Shipyard has proven experience in performing renovations and/or building of SPM buoys.
5. **In addition, If the bidder is a corporation that has been duly incorporated and registered in Israel,** by the deadline for submitting the documents at the Pre-Qualification Stage, it must meet the following threshold conditions:
 - 5.1 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 Entities Transactions Law, 5736-1976 and it'll sign an appropriate affidavit attached as **Appendix A**.
 - 5.2 The bidder will declare on **Appendix B**, attached hereto, that no proceedings are being conducted against it for insolvency, liquidation, stay of proceedings, and there is no registration of it being a company in violation of the law or under warning prior to such registration, on the deadline for the submission of the documents in the Pre-Qualification Stage.

6. **In addition, If the bidder is a foreign contractor, it must meet the following threshold conditions:**

6.1 The bidder is registered in a country that has diplomatic relations with Israel and its office holders or owners are not residents or citizens of a state or entity which does not have diplomatic relations with Israel.

6.2 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.

7. **Chief Security Officer Examination.**

In examining compliance with the threshold conditions, EAPC's Chief Security Officer (CSO) may request from the bidders (or some of them) additional documents or information to examine their compliance with the EAPC security requirements, and may also request all or some of the bidders, or any other factor affiliated with a bidder, to report to the Company offices and/or anywhere else it so determines, for interviews or additional tests, and the CSO will also be allowed to require bidders (or some of them) to sign a security questionnaire in a form he determines.

The CSO may also recommend to the Company's Tender Committee to reject a bid if, in his sole discretion, he was not satisfied on a professional level with of the bidder's personnel whose details have been listed above and/or with the bidder as a whole, including due to considerations related to checking criminal records.

It is hereby clarified that a bid that does not meet the threshold conditions specified above, may be disqualified.

Without derogating from the foregoing, the Company may (but is not required), in its sole discretion, allow the bidder to complete any deficiency in the documents it had to submit or amend them, or waive completion of documents and consider the bid as submitted, if it deems this appropriate.

D. **Additional Requirements (not constituting threshold conditions)**

1. In order to prove the bidder's compliance with the threshold conditions, as specified in Section 2-3 of the above Threshold

Conditions chapter, the bidder shall attach to its bid a relevant certificate which proves the abovesaid.

2. In order to prove the bidder's compliance with the threshold condition of experience, as specified in Section 4 of the above Threshold Conditions chapter, the bidder shall attach to its bid details of the work as specified there, and will also attach to its bid bills of quantities and/or final / partial accounts / certificates of completion with respect of such work. The bidder shall attach to its bid a confirmation signed by its authorised signatories confirming that the work was performed by it during the required period, in the form attached as **Appendix C** to the Invitation. In addition, the bidder shall specify the names and contact information of the entities for whom such work was performed.

It is clarified that the Company may contact the entities for whom the projects were performed, as it so decides in its sole discretion, without this detracting from its right to allow the bidder to complete or amend any insufficiency in the documents it is to submit, or waive the completion of the documents and consider the proposal as submitted, all in its sole discretion. EAPC may waive the attaching of any such material, partially or fully, in its sole discretion, with this being in the case of a contractor with prior experience of performing the required work at EAPC.

3. In order to prove the bidder's compliance with the threshold condition, as specified in Section 6.2 of the above Threshold Conditions chapter, the bidder will add a declaration attached as **Appendix D**.
4. The bidder shall attach to the bid all of the call for bid documents, including the appendices, (hereinafter, the “**Documents**”), with them completed and signed, as required, by the bidder's authorized signatories.

The Company may (but does not have to), at its sole discretion, allow the bidder to complete or amend any insufficiency in the Documents it had to submit, or waive the completion of the Documents and consider the proposal as submitted, if it deems this appropriate.

E. General

1. This Invitation should not be construed as an undertaking by the Company to enter into a contract with the bidder. It is hereby clarified that the engagement of any winner will be made in accordance with the provisions of the agreement to be signed with the winner at the

- Bidding Stage and which will include, *inter alia*, a requirement to deposit a suitable bank guarantee and insurance, all as specified there, after and subject to the Company's approval of the bid.
2. The joint submission of a tender by two contractors will not be allowed.
 3. At any stage, the Company may, at its sole discretion, change the Invitation or make the continued participation of the bidder's contingent on changes being made to the bid or on other conditions, without the Company having to give reasons for its decision and without the bidders having any claim and/or demand in the matter.
 4. The Company reserves the right to cancel the Pre-Qualification Stage before making a decision on the final group of bidders and/or not conduct and/or cancel the Bidding Stage, at any time, before the decision on the winner is made, without being required to give any explanation for this, and none of the bidders will have any claim and/or demand in the matter.
 5. **The bidders will submit the Documents to a dedicated e-mail box at the address Tender9@eapc.co.il hereinafter, the "Tender Box" by no later than 30 January 2023 at 12:00 a.m. (hereinafter, the "Candidacy Deadline").**
 6. Please notice, that it's possible to send to the aforementioned e-mail box one file which does not exceed 20 MB. If your file exceeds the limit, please split the files or find another proper solution. Emails with links will not be opened.
 7. Participants who have questions / clarifications regarding the process, may apply, in writing only, to the email address: **amosw@eapc.co.il** by no later than **16 January 2023 at 12:00 a.m. Israeli Time.**
 8. The Responses to the clarification questions and the updates will form an integral part of this document and the bidder's bid, and will bind it in all respects.
 9. The bidder shall attach to its bid, at the time of its submission, the aforesaid document of answers to the questions, clarifications and updates, signed by it, and in accordance with instructions that will be posted.
 10. Any changes or additions made by the bidder to the Documents and any qualifications to them, whether in the bid and or the document

attached to it, may disqualify the bid, in the sole discretion of the Company.

11. All process documents are the property of the Company. The bidder may not copy or use them for any other purpose.
12. All expenses, of any kind and type, involved in the preparation of the bid for the contracting process and participation in the tender, will apply solely to the bidder.
13. The Company may postpone the dates set in this document for the response to clarification questions and/or submission of Documents, in order to examine their compliance with the threshold conditions, at its sole discretion.
14. This Tender and the Parties' rights and obligations thereunder shall for all purposes be solely and exclusively governed by, and construed and enforced under, the laws of the State of Israel and any dispute hereunder shall be subject to the exclusive jurisdiction of the competent court in the southern district of Israel.

Appendix A

נספח א'

תצהיר לפי חוק עסקאות גופים ציבוריים, התשל"ו-1976

אני החתום מטה, מר/גב' _____, נושא/ת ת.ז. שמספרה _____, לאחר שהוזהרתי כי עלי לומר את האמת וכי אהיה צפוי/ה לעונשים הקבועים בחוק אם לא אעשה כן, מצהיר/ה בכתב כדלקמן:

1. אני הוסמכתי כדין על ידי _____ שמספרו _____ (להלן: "המציע") לחתום על תצהיר זה בקשר להזמנה להשתתף במכרז עם שלב מיון מוקדם לצורך ביצוע שיפוץ מצוף דלק ימי (SPM) מונו 3.

2. יש לסמן את הסעיף הרלוונטי מבין האמורים להלן:

☐ המציע או בעל זיקה* אליו לא הורשעו** ביותר משתי עבירות***;

☐ המציע או בעל זיקה אליו הורשעו ביותר משתי עבירות, אך במועד האחרון להגשת המסמכים במכרז חלפה שנה אחת לפחות ממועד ההרשעה האחרונה.

* "בעל זיקה" – כהגדרתו בסעיף 2ב(א) לחוק עסקאות גופים ציבוריים, תשל"ו-1976.

** "הורשע" – הורשע בפסק דין חלוט בעבירה שנעברה לאחר יום 31.10.02.

*** "עבירה" – עבירה לפי חוק שכר מינימום, התשמ"ז-1987 או עבירה לפי חוק עובדים זרים (איסור העסקה שלא כדין והבטחת תנאים הוגנים), התשנ"א-1991 ולעניין עסקאות לקבלת שירות כהגדרתו בסעיף 2 לחוק להגברת האכיפה של דיני העבודה, התשע"ב – 2011, גם עבירה על הוראות החיקוקים המנויות בתוספת השלישית לאותו חוק.

3. יש לסמן את הסעיף הרלוונטי מבין האמורים להלן- חלופה א' או חלופה ב':

☐ חלופה א' – הוראות סעיף 9 לחוק שוויון זכויות חלות על המציע והוא מקיים אותן.

למציע שסימן את חלופה א' בסעיף לעיל – יש להמשיך ולסמן בחלופות המשנה הרלוונטיות להלן:

☐ חלופה (1) – המציע מעסיק פחות מ-100 עובדים.

☐ חלופה (2) – המציע מעסיק 100 עובדים לפחות, והוא מתחייב לפנות למנכ"ל משרד העבודה

הרווחה והשירותים החברתיים לשם בחינת יישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, ובמידת הצורך לשם קבלת הנחיות בקשר ליישומן.

או

☐ חלופה ב' – הוראות סעיף 9 לחוק שוויון זכויות לאנשים עם מוגבלות, התשנ"ח – 1998

(להלן: "חוק שוויון זכויות") אינן חלות על המציע.

במקרה שהמציע התחייב בעבר לפנות למנכ"ל משרד העבודה והרווחה והשירותים החברתיים לפי הוראות חלופה (2) לעיל, ונעשתה עמו התקשרות שלגביה הוא התחייב

כאמור באותה חלופה (2) – הוא מצהיר כי פנה כנדרש ממנו, ואם קיבל הנחיות ליישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, הוא גם פעל ליישומן.

4. למציע שסימן את חלופה (2) בסעיף 4 לעיל – המציע מתחייב להעביר העתק מתצהיר זה למנכ"ל משרד העבודה הרווחה והשירותים החברתיים בתוך 30 ימים ממועד התקשרותו עם החברה (ככל שתהיה התקשרות כאמור).

5. אני מצהיר/ה כי קראתי היטב הצהרה זו על כל חלקיה, הבנתי את תוכנה, והנני מתחייב/ת לקיים את כל הוראותיה.

6. זה שמי, זו חתימתי ותוכן תצהירי דלעיל אמת.

חתימת המצהיר

אישור

הנני מאשר בזה, כי ביום _____ הופיע בפני, עו"ד _____, במשרדי ברחוב _____, מר/גב' _____, שזיהה/תה עצמו/ה על ידי תעודת זהות מספר _____, המוסמך/ת לחתום על המסמכים למכרז ועל תצהיר זה בשם המציע, ואחרי שהזהרתיו/ה כי עליו/ה להצהיר את האמת וכי יהיה/תהיה צפוי/ה לעונשים הקבועים בחוק אם לא יעשה/תעשה כן, אישר/ה את נכונות הצהרתו/ה דלעיל וחתם/ה עליה בפני.

חתימת עו"ד

חותמת ומספר רישיון עורך דין

תאריך

Appendix B

נספח ב'

תצהיר

אני החתום מטה, מר/גב' _____, נושא/ת ת.ז. שמספרה _____, לאחר שהוזהרתי כי עלי לומר את האמת וכי אהיה צפוי/ה לעונשים הקבועים בחוק אם לא אעשה כן, מצהיר/ה בכתב כדלקמן:

1. אני הוסמכתי כדין על ידי _____ שמספרו _____ (להלן: "המציע") לחתום על תצהיר זה בקשר להשתתפות במכרז עם שלב מיון מוקדם לצורך ביצוע שיפוט מצוף דלק ימי (SPM) מונו 3. (להלן: "ההזמנה").

2. אני מאשר/ת בזאת, כנגד המציע לא מתנהלים הליכי חדלות פירעון, פירוק, הקפאת הליכים וכי הוא אינו בעל רישום כחברה מפרת חוק או בעל התראה לפני רישום כאמור, נכון למועד האחרון להגשת המסמכים בשלב המיון המוקדם.

3. זה שמי, זו חתימתי ותוכן תצהירי דלעיל אמת.

חתימת המצהיר/ה

אישור עו"ד

הנני מאשר כי ביום _____ הופיע/ה בפני, עו"ד _____, ה"ה _____, נושא ת.ז. מס' _____ / המוכר/ת לי באופן אישי, ואחרי שהזהרתי אותו/ה כי עליו/ה להצהיר אמת וכי יהיה/תהיה צפוי/ה לעונשים הקבועים בחוק אם לא יעשה/תעשה כן, אישר/ה נכונות ההצהרה הנ"ל וחתם/ה עליה.

חתימה + חותמת

שם מלא

תאריך

Appendix C

The Shipyard has proven experience in performing renovations and/or building of SPM buoys

Customer's Name	Details of Project/s	Year / Period of Engagement	Customer's Contact Name + Telephone No.	Comments

Declaration of Authorised Signatory

I, the undersigned, _____, holding the position of _____ at _____ (hereinafter, the “Bidder”) hereby confirm that the Bidder has performed the projects listed in the above table in the stated periods.

Signature



Appendix D

Bidder's Declaration

To: Europe Asia Pipeline Ltd. Company

We the undersigned: _____ (the "Bidder") hereby declare as follows:

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.

Name of Bidder

Bidder's authorized
representative

Signature & Stamp