State of Israel



Ministry of Energy and Infrastructure

Tender Nº 27/2025

"Upstream Oil & Gas Technical Subsurface & Exploration Consulting"

and

"Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting"

The Petroleum Unit

Natural Resources Administration

Date: September 2025

Tender No. 27/2025

The Ministry of Energy and Infrastructure of the State of Israel (hereinafter, the "**Ministry**") hereby publishes the multi-lot Tender (hereinafter, the "**Tender**") for the provision of consulting services in the following areas, with each area forming a separate Lot:

1. **Upstream Oil & Gas Technical Subsurface & Exploration Consulting.**

and

2. **Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting.**

The scope of the services requested under this Tender includes providing comprehensive consulting services in the oil and gas industry, all as specified in these Tender Documents and Tender Specifications marked as Appendix A for each Lot (the "**Services**").

Any entity wishing to submit a bid for supply of Services under each Lot of this Tender ("**Bidder**"), may submit a bid ("**Bid**") in accordance with the instructions and requirements set forth below (together, the "**Tender Documents**"). Please note that starting from Section 1.2, all Tender Documents including Appendices appear separately for Lot 1 and Lot 2 (as specified in the page header).

For the avoidance of doubt, it is made clear that:

1. Separate Bids should be submitted for each Lot, and will be evaluated separately for each Lot. The winning Bid will be selected separately for each Lot.
2. It is possible for a Bidder to submit a Bid for one lot without submitting for the other Lot.

Summary of the Tender's dates and activities:

Activities	Date
Publication of Tender	9/9/2025
Deadline for submitting clarification requests	25/9/2025 (*)
Deadline for receiving Ministry's responses	14 days prior to Submission Date
Submission Date	16/10/2025 (**)

(*) No later than 10:00 Standard Israel time

(**) No later than 14:00 Standard Israel time

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List of Appendices:

Appendix A	Specifications of Work
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Appendix G.1	Commitment to Refrain from Conflicts of Interests
Appendix G.2	Questionnaire Regarding the Absence of Conflicts of Interests
Appendix H.1	Confidentiality and Information Security Undertaking by Consultant
Appendix H.2	Confidentiality and Information Security Undertaking by Team Members
Appendix I	Absence of convictions regarding the Foreign Workers Law - 1991 or the Minimum Wage Law – 1987 (*Israeli Bidders only)*
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1. Preliminary Tender Conditions

The following are preliminary conditions for a Bid to be considered eligible under this Tender ("**Prequalification Conditions**").

Any Bid that does not fulfill these conditions shall be disqualified.

1.1 Administrative Prequalification Conditions:

a. The Bidder is duly incorporated or registered in the jurisdiction(s) in which it principally operates.
As evidence of compliance with such Prequalification Condition, the Bidder should attach to its proposal an incorporation/registration certificate.

b. **For Israeli Bidders only**: If the Bidder is incorporated in Israel, it holds a valid certificate of the keeping of account books and records and income reporting, in accordance with Section 2 of the Public Bodies Transaction Law - 1976.
As evidence of compliance with such Prequalification Condition, the Bidder should attach to its proposal a valid certificate.

c. **For Israeli Bidders only**: If the Bidder is incorporated in Israel, it has no criminal record under the Foreign Workers Law - 1991 and the Minimum Wage Law – 1987, or no more convictions than the maximum allowed under Section 2B of the Public Bodies Transaction Law - 1976.
As evidence of compliance with such Prequalification Condition, the Bidder should attach to its proposal the ***binding version of the affidavit regarding lack of criminal record, as aforesaid – see Appendix I of this Tender.*** *The affidavit shall be signed by the Bidder's authorized signatories.*

d. **For Israeli Bidders only**: If the Bidder is incorporated in Israel, it is in compliance with the Equal Rights for People with Disabilities Law - 1998, in accordance with Section 2B1 of the Public Bodies Transaction Law - 1976.
As evidence of compliance with such Prequalification Condition, the Bidder should attach to its proposal the binding version of the affidavit regarding compliance, as aforesaid – see Appendix J of this Tender. The affidavit shall be signed by the Bidder's authorized signatories

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1.2 Professional Prequalification Conditions (Lot 1)

a. In light of the complexity and scope of the Services, the Bidder must have the following minimum qualifications:

1) The Bidder has at least 10 years of proven experience in providing consulting services in the oil and gas industry, in accordance with the Services specified in Appendix A, as pertains to Lot 1 (the "**Field**").

2) During the 5 years prior to the Submission Date, the Bidder has successfully provided consultancy services in the Field, to at least 3 different clients, and received a consultancy fee during this period (or part thereof) of no less than 1,500,000 US Dollars from each client.

3) During the 5 years prior to the Submission Date, the Bidder has successfully provided consultancy services in the Field, to at least 2 different clients that are governments and/or national and/or regional regulators, and received a consultancy fee during this period (or part thereof) of no less than 500,000 US Dollars from each client.

It is clarified that:

(a) consultancy services to a client that meets the conditions of both subsections 1.2a(2) and 1.2a(3) will be counted towards both qualifications; And

(b) the Bidder itself (i.e the bidding entity that will be performing the Services, and not a partner, shareholder or affiliate of the Bidder) must meet the qualifications in subsections 1.2a(1), 1.2a(2) and 1.2a(3), with the exception that past experience/service of a wholly owned subsidiary shall be counted towards the required experience/service of its parent company (which is the Bidder in this Tender).

4) The Bidder is not a special purpose company or any other type of entity established solely for the purpose of participating in this Tender and providing the Services.

b. The Bidder's professional team for the provision of the Services shall include a Project Manager and at least two (2) Experts, as specified below:

1) **Project Manager -** A Project Manager that has:

a. proven experience as a senior exploration executive, or a petroleum engineer, or a petroleum economist, or other expertise with in-depth

knowledge and understanding of the responsibilities and functions of regulators, stake holders, operators and service companies in the Field; and -

b. at least 15 years of experience in project management in the Field, including at least 7 years of experience in providing consulting services to governments and/or regulators and/or international oil companies;

2) **Experts -** experts with proven knowledge and experience as follows (each an "**Expert**"):

a. Reservoir engineer experienced in seismic interpretation or petroleum system analysis or reserve estimates, with at least 10 years of experience in the Field;

b. Geoscientist experienced in seismic interpretation or petroleum system analysis or reserve estimates, with at least 10 years of experience in the Field.

c. The Project Manager may also be designated as one of the Experts if he or she complies with the required qualifications. Therefore, the professional team must include at least two members if the Project Manager is also designated as an Expert, and at least three Members otherwise.

d. An Expert is not required to be an employee of the Bidder, and may instead be a service provider of the Bidder. A Bidder wishing to designate an Expert who is not an employee, shall attach to its proposal a duly signed contract between the Bidder and the contracting Expert, regarding the Services which will be provided by the contracting Expert.

e. In addition to the Project Manager and Experts, a winning Bidder may also employ Consultants and/or Business Analysts in the course of providing the Services, as is elaborated in Section 6 below. However, the identity of the Consultants and/or Business Analysts is not required to be presented as part of the Bid.

f. Each designated team member must be available for traveling to Israel in order to provide the Services, within 5 business days from the date of the Ministry Representative's request.

Failure to satisfy one or more of the Prequalification Conditions will result in the disqualification of the bid.

g. The Bidder shall demonstrate its compliance with the above Prequalification Conditions, by providing documents detailing its relevant experience, by years.

h. For each designated team member, the Bidder shall also attach the following documents:

1) A CV;
2) Certificates indicating education;
3) Relevant documentation indicating experience.

i. The Bidder shall provide, for itself and separately for each designated team member, a table, in the format below, listing all previous jobs/projects and relevant experience of each of the designated team members, along with the job description, the date of its execution, list of references and contacts of clients for whom work was carried out together with details of how to contact them, as detailed below.

Subject/description of job	Duration/ year job was executed	Name of client	Scope of work	Name of contact	Phone + cell phone

j. The Ministry may refer to any contacts/clients from the provided list or any other clients based on any existing information, or information arising from the proposal or from its review, in order to assess the degree of customer satisfaction from the services provided by the Bidder and/or relevant designated team member.

k. If possible, and to facilitate demonstrating compliance of the designated team member with the Tender's requirements herein, please attach examples of relevant work carried out by the Bidder and designated team members.

l. The decision whether the Bidder or a designated team member fulfills the experience requirements, including the decision whether the demonstrated

experience is relevant experience under the requirements, is subject to the sole discretion of the Tender Committee.

1.3 Conflict of Interest

a. The Bidder and each of its designated team members shall declare and commit that they are not under any conflict of interest between the services they currently provide and Services required by the Ministry under this Tender. The Bidder and each designated team member will answer a questionnaire regarding conflict of interest.

b. The Bidder and each of its designated team members will list all professional, business, economic and personal relationships during the past 5 years, which may create a conflict of interest with the provision of Services required by the Ministry within the framework of this Tender (in this regard, Bidder should also refer to its affiliates or any corporations associated with the Bidder).

c. The Tender Committee may disqualify any proposal that it deems to have potential for a conflict of interest. The Committee may also reach an arrangement with the winning Bidder in order to prevent conflicts of interest, all according to its sole discretion.

d. The Bidder and each of its designated team members shall have not performed, and will not undertake to perform, any similar Services required under this Tender to any client in the territory of Israel, other than the Ministry, during the 6 months' period prior to the proposal Submission Date, during the Term of the Agreement, and for a period of 1 year after the termination of the Agreement.

   For a binding version of aforementioned commitment and questionnaire regarding the absence of conflicts of interests – see Appendices G.1. and G.2. of this Tender.

2. General Conditions Pertaining to the Performance of the Services

a. On behalf of the Ministry, the Head of the Regulation Department of the Natural Resources Administration, or anyone appointed on their behalf, shall be the Ministry Representative responsible for ensuring performance of the Services subject to this Tender (hereinafter, the "**Supervisor**").

b. Services will be provided by the winning Bidder and any service providers on its behalf, as approved by the Ministry, in accordance with the terms and conditions of the Tender, to the satisfaction of the Supervisor.

c. The winning Bidder and anyone on its behalf shall undertake to provide the Services with expertise, professionalism and skill according to commonly accepted professional standards.

d. The winning Bidder and anyone on its behalf will not be entitled to transfer or assign its rights according to this Tender, in whole or in part, to any third party, without receiving prior written consent of the Ministry.

e. Only team members who were designated by the Bidder in its proposal under this Tender, or later approved by the Ministry, shall supply the Services. Replacement of any designated team member at the initiative of the winning Bidder, may be only by a substitute employee/s with equivalent or additional knowledge and experience, and is contingent upon obtaining prior written consent of the Supervisor.

f. The winning Bidder may be asked to provide services, which may necessitate services to be provided by a subcontractor, approved in advance by the Ministry and contracted by the winning Bidder. For more information see Section **שגיאה! מקור ההפניה לא נמצא.** of the Agreement.

g. The Supervisor may demand the replacement of any team member, and the winning Bidder will have to replace him with a different team member of equivalent or additional knowledge and experience, within 60 days of said request for exchange. Any substitute of a team member must be approved in advance by the Ministry.

h. The winning Bidder undertakes to maintain the confidentiality of any information to which it is exposed to due to the provision of the Services, both during the term of the Agreement as well as after its termination. The winning Bidder will also ascertain that all team members and additional service

providers on its behalf under this Agreement, will not disclose any information regarding their activities for the Ministry, neither to parties that are not related to the winning Bidder nor to any party within the winning Bidder that is not directly involved in the provision of Services in connection with this Tender, and will ensure that each signs a confidentiality undertaking, as detailed in Section **שגיאה! מקור ההפניה לא נמצא.** of the Agreement.

For a binding version of aforementioned Confidentiality Undertaking – see Appendices H.1 and H.2.

i. All and any work products, at any stage, produced by the winning Bidder to any extent, shall belong exclusively to the Ministry. It is hereby clarified that the work of any type, and all its products and copyright, shall be the sole property of the Ministry, and the winning Bidder will not be entitled to make any use of them without express prior written consent from the Ministry. The right to publish any materials and products is given only to the Ministry, and the winning Bidder will not be entitled to make use of them without prior written consent from the Ministry.

j. The winning Bidder must be ready to commence provision of Services immediately upon the signing of the Agreement by the Ministry.

k. The Commissioner may communicate in writing with bidders after the Closing Date if and to the extent that their bid requires clarifications.

l. The publication of this Tender, including all information included in the Tender or shared as part of the bidding process, is not intended to give rise to or create any representation, undertaking or warranty on behalf of the Ministry, or anyone on its behalf with respect to the Tender.

m. The Ministry does not represent or warrant that the information contained in this Tender or any other information which is made available to participants is either complete or accurate. The bidder acknowledges and agrees that the Ministry shall not be held responsible or liable in case of any incompleteness or inaccuracy, and waives any claim or demand of any kind in this regard.

n. The Ministry and the Commissioner reserve the right, at their sole discretion, to:

    1) modify this Tender at any stage prior to the Closing Date. Modifications will be posted on the Ministry website and will become part of this Tender;

2) cancel the Tender, including after the Closing Date;

3) accept a Bid despite of any minor irregularity or failure of a bidder to comply with the terms and conditions of this Tender;

4) change any date that has been set for this Tender. The date change will be posted on the Ministry website.

o. Participants will not be entitled to any payment for the information provided by them in this process.

p. All expenses incurred by a participant or anyone on its behalf will be borne solely by the participant. Participants will not be entitled to any reimbursement or compensation for expenses with respect to their participation in this Tender.

3. Agreement

a. An Agreement will be signed with the winning Bidder for performance of the Services, as attached hereto as **Appendix D** ("the **Agreement**"). The terms of the Agreement as set forth in **Appendix D** are an integral part of this Tender and its terms. The Bidder must submit an executed copy of the Agreement, including appendices, with its proposal. It is made clear that a separate Agreement in accordance with Appendix D will be signed for each Lot.

b. The term of the Agreement shall be for 12 months, and the Ministry shall have the sole option to extend the duration of the Agreement for additional periods up to a total of 6 years, by prior written notice by the Ministry (without the need for both parties to sign an addendum to the Agreement).

c. Notwithstanding any other provision, the Ministry shall be entitled to terminate the Agreement, according to its sole discretion, by giving written notice to the winning Bidder 30 days in advance.

d. For the avoidance of doubt, it is hereby emphasized that the Ministry is not obligated to any minimum volume of services.

4. Structure of the Proposal and the Manner of Submission

a. The proposal shall be submitted in 1 paper copy + 1 copy on digital media in a searchable PDF format. All documents of the proposal must be provided in the English language only.

b. The proposal must be submitted in accordance with all the Tender requirements, specifying the lot for which the bid is submitted, and shall include:
   1) All documents and references required as evidence of compliance with the Prequalification Conditions, including a list of the designated team members (Project Manager and Experts) and the documentation and information detailed in all subsections of Sections 1.1 and **שגיאה! מקור ההפניה לא נמצא.** above (including **Appendices I and J** in the case of Israeli biddes).
   2) Method of Approach as requested in Section A.3 of **Appendix A**.
   3) Details of Bidder form attached as **Appendix B**.
   4) Confidential parts of Bidder's proposal in the form attached as Appendix C.
   5) An executed copy of the Agreement (**Appendix D** of the Tender): (a) initialed by the authorized signatories on each page, and (b) full signatures and the Bidder's stamp on signature page of Agreement.
   6) The Bidder's Price Quote on **Appendix E**.
   7) Lawyer\accountant confirmation to the identity of the authorized signatories on the Bidder's behalf and a sample of such a signature\s, in the form attached as **Appendix F**.
   8) An executed copy of the following appendices of the Tender (which all form a part of the Agreement): **Appendices G.1, G.2, H.1, H.2:** (a) initialed by the authorized signatories on each page, and (b) full signatures (and the Bidder's stamp where required).

Note that Appendix K (the Performance Guarantee) needs not be submitted with the proposal.

c. The material must be inserted into a sealed envelope marked with the Tender and Lot number only. The name of the Bidder will not be specified on the envelope. Within this outer envelope will be 2 sealed inner envelopes:
   1. One will include all parts of the proposal, **except for** the Price Quote. This envelope will be titled: "Detailed Proposal without Price Quote".
   2. The second sealed and separate inner envelope will include the completed Price Quote form - Appendix E. This envelope will be titled: "Price Quote".

d. The deadline for submission of proposals is October 16, 2025, at 14:00, Standard Israel time (the "**Submission Date**"). An envelope containing the proposal documents must be placed in the Tender box located at the Ministry of Energy and Infrastructure, 7 Bank Israel St., Jerusalem, Floor -1. **Proposals submitted after the Submission Date will be disqualified**.

e. If the Bidder decides to submit its proposal by courier, including by mail, it should put the outer envelope into a second envelope with instructions to courier "*Please place in the Tender Box*." The Bidder must be aware that the Ministry is in no way responsible for placing the proposal in the Tender box. Any proposal received at the Ministry prior to the final submission date, but for some reason not inserted into the Tender box, shall be disqualified as a proposal not submitted on time.

5. Price Quote

a. The Price Quote shall be submitted on the form attached as **Appendix E** (to be submitted in a separate inner envelope within the proposal envelope, labeled "*Price Quote*", as detailed in Section 3c above).

b. The Price Quote shall include all expenses that the Bidder might incur in connection with performance of the Services. No additional expenses will be added to the price set forth in the Price Quote, including any expenses for purchasing any material, information, international standards, surveys etc.

c. The Bidder will indicate the cost of work: the total tariff per one (1) working hour of an Expert in US Dollars.

d. The working hour ("**WH**") costs of the Project Manager, a consultant and a Business Analyst, will be calculated according to the Expert's WH cost as follows:

i. 1 WH of a Project Manager = 1 WH of an Expert X 125%
ii. 1 WH of a Consultant = 1 WH of an Expert X 60%
iii. 1 WH of a Business Analyst = 1 WH of an Expert X 45%

For Example: should the bid per 1 WH of expert be 200$, 1 WH of Project manager would be 250$ (200$ X 1.25), 1 WH of a Consultant would be 120$ (200$ X 0.6), and 1 WH of a Business Analyst would be 90$ (200$ X 0.45).

e. The cost of 1 working hour of an Israeli expert: the hourly tariff for the work of an Israeli expert in Israel, will be in accordance with the Instructions of the Accountant General No.13.9.0.2.1 and its updates. Thus, the Bidder does not need to quote a price for Israeli experts.

f. The Price Quote must be expressed as hourly consultancy tariffs. Payment shall be made only for hours actually worked. No payment shall be made for idle time due to travel time. For the avoidance of any doubt, the Price Quote shall be valid for the entire term of the Agreement, including contract extensions.

In any case, the Price Quote for 1 WH of an Expert will not exceed 450 USD. A Price Quote that does not meet this condition will be disqualified.

g. Traveling to Israel - the nature of Services may include traveling to Israel, and winning Bidder, and each one of its designated team members should be able to travel to Israel within 5 business days' from the Ministry Representative's request, or, under special circumstances, within a different time frame mutually agreed between the Ministry and the winning bidder. The frequency of the traveling may vary depending on the nature of the services.

The consideration for a visit to Israel will be at "fixed cost" that embodies all the costs involved in the visit, including idle time, and will vary according to the location of the winning Bidder's main office, as follows:

i. Located in Europe – 3000 USD per visit
ii. Located outside of Europe – 6000 USD per visit

Let it be noted that each visit to Israel will include at least 2 working days, 8 WH each, for which the Bidder will be paid (in addition to the fixed cost above) according to the Bidder's Price Quote and type of team member.

6. Criteria and process of choosing the winner

Examination of the proposals will be based on the weighing of the quality and price components of the proposal.

Winner selection process will be conducted in 4 stages, as follows:

Stage 1 - Compliance with Prequalification Conditions

Proposals received by the Submission Date shall be opened (the inner envelopes containing the Price Quote shall remain sealed at this stage), and examined in order to verify whether the Bidder meets the Prequalification Conditions of the Tender as set forth in Section 1.1.

A Bidder whose proposal does not meet the Prequalification Conditions shall be deemed ineligible and disqualified from the Tender.

Stage 2 – Examination of the Quality of the Proposal (70% of the final grade)

All proposals that have been found to meet the Prequalification Conditions will be examined and evaluated based upon their quality as set forth below, and without taking into consideration the Price Quote, which shall remain sealed at this stage. Score shall be given for each of the following quality parameters, up to the maximum number of points set forth in the column on the right (the "**Quality Score**"):

Quality Parameter	**Max. Points**
The Bidder:	
The Bidder's experience in the field of the required Services with regard to Lot 1, with emphasis on the number of projects performed in the 5 years preceding the Submission Date**.** For each project meeting the consultancy fee requirement in accordance with Section 1.2(a)(2) (hereinafter: "**minimal consultancy fee**") the following will be awarded up to a total maximum of 30 points: • 3 points for each project whose consultancy fee was less than double the minimal consultancy fee;	**30**

Quality Parameter	**Max. Points**
• 5 points for each project whose consultancy fee was equal to or exceeding double the minimal consultancy fee. The Ministry may, at its sole discretion, disregard projects that are deemed to be irrelevant or of low quality.	
Quality of recommendations from entities to whom the Bidder has provided services. 5 points shall be given for each recommendation from a national or sub-national regulator and 3 points shall be given for each recommendation from another entity, up to a total maximum of 10 points.	**10**
Method of Approach:	
The quality of the Bidder's suggested methodology for the required Services as described in Section A.3 of Appendix A. Up to 2 points will be awarded for each of the following components: (1) understanding of the Ministry's needs and requirements and subsequent adaptation of the methodology; (2) the existence and utilization of relevant data sources, with an emphasis on its scope and quality; (3) the role of historical and international comparison in the methodology; (4) the use of innovative methodologies; (5) the expected clarity and quality of deliverables.	**10**
Project Manager:	
Similarity, in terms of scope and type, of consultancy projects which the candidate has executed, in the 10 years preceding the Submission Date, to the requested Services with regard to the lot in question in this Tender. For each specific type of service listed in Appendix A.2 (e.g., "Assistance in selection of bid blocks and exploration targets"), one point will be given for each project which the candidate has executed, up to a total maximum of 10 points. It is made clear that one project may be used to prove experience in more than one type of service. The Ministry may, at its sole discretion, disregard types of service where the applicable project is deemed to be irrelevant.	**10**

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Quality Parameter	**Max. Points**
Knowledge and experience in providing consulting services to governments and/or regulators in the Field, and/or international oil companies. For each project meeting the consultancy fee requirement in accordance with Section 1.2(a)(2) (hereinafter: "**minimal consultancy fee**") the following will be awarded up to a total maximum of 10 points: • 1 points for each project whose consultancy fee was less than double the minimal consultancy fee; • 2 points for each project whose consultancy fee was equal to or exceeding double the minimal consultancy fee. The Ministry may, at its sole discretion, disregard projects that are deemed to be irrelevant or of low quality.	**10**
Experts:	
Similarity, in terms of scope and type, of consultancy projects which the experts have executed in the 10 years preceding the Submission Date, to the requested Services in this Tender. For each specific type of service listed in Appendix A.2 (e.g., "Assistance in selection of bid blocks and exploration targets"), one point will be given for each project which the candidate has executed, up to a total maximum of 10 points. It is made clear that one project may be used to prove experience in more than one type of service. The Ministry may, at its sole discretion, disregard types of service where the applicable project is deemed to be irrelevant.	**10**
Knowledge and experience in providing consulting services to governments and/or regulators in the Field, and/or international oil companies. For each project meeting the consultancy fee requirement in accordance with Section 1.2(a)(2) (hereinafter: "**minimal consultancy fee**") the following will be awarded up to a total maximum of 10 points: • 1 points for each project whose consultancy fee was less than double the minimal consultancy fee;	**10**

Quality Parameter	**Max. Points**
• 2 points for each project whose consultancy fee was equal to or exceeding double the minimal consultancy fee. The Ministry may, at its sole discretion, disregard projects that are deemed to be irrelevant or of low quality.	
The Ministry's general impression with regard to the Bidder's work style (e.g., innovative thinking, data-oriented approach, added value) and its suitability to the Ministry's work processes	**10**
Total:	**100**

Only proposals that shall receive a Quality Score of at least 65 points (out of 100), "**Minimum Quality Score**") will advance to Stage 3 (Price Quote Scoring). Notwithstanding the foregoing:

- if after conducting Stage 2, less than three (3) bids receive the Minimum Quality Score, the Ministry may, at its own discretion, admit up to three (3) bids, regardless of them having met the Minimum Quality Score.
- if after conducting Stage 2, only one bid receives the Minimum Quality Score, the Ministry may, at its own discretion, cancel the Tender.

The Ministry may take into consideration any previous experience it or any third party has had with the Bidders, to the extent that the Ministry is familiar with any such experience.

Without derogating from the generality of the foregoing, the Ministry may subtract points if a Bidder or a designated team member has worked in the past with the Ministry as a provider of services and did not meet the set timetable and/or the standards of the required service or if there is a written negative evaluation of work performed by such Bidder or designated team member. In such a case, the Ministry is entitled (but is not obligated), at its own discretion, to provide the Bidder with the right to clarify its position, verbally or in writing, with regard to this matter.

Despite the foregoing, the Ministry may combine Stages 1 and 2 above, such that the Preliminary Qualifications check and the quality scoring will be performed in parallel.

Stage 3 –Price Quote Scoring (30% of the final grade)

After the Tender Committee approves the Quality Scores from Stage 2 of the examination, it will review the Price Quotes of proposals that received the Minimum Quality Score. Envelopes with Price Quotes of proposals which did not meet the Minimum Quality Score will not be examined.

The Price Quote will be graded based only on the proposal for 1 Working Hour of an Expert (USD).

The lowest Price Quote received will score 100 points, while the other proposals will be scored relative to this proposal in descending order.

Establishing the Price Quote score will be as follows:

$$\textbf{Price Quote Score} = \frac{\text{Lowest Price Quote received X 100}}{\text{Price Quote of proposal being scored}}$$

Stage 4– Selecting the Winning Bidder

The final score of each proposal will be calculated as follows:

$$\textbf{Final Score} = \frac{(70 \text{ X Quality Score}) + (30 \text{ X Price Quote Score})}{100}$$

The Bidder with the highest Final Score shall be selected as the winning Bidder. The Ministry reserves the right to select the winning Bidder subject to certain conditions that it shall decide.

Notwithstanding the foregoing, the Ministry reserves the right to reject a Price Quote that it deems unreasonable for any reason, and reserves the right not to elect the Bidder with the highest Final Score, or any Bidder at all, including, *inter alia*, if the Bidder's economic and/or security examination results are not to the Ministry's satisfaction or if it finds the proposal to be unreasonable to a degree that raises concern as to the ability of the Bidder to fulfill its obligations.

7. Action Items Following Selection of the Winning Bidder

a. As a precondition to the winning Bidder's rights under the Agreement and to the Ministry's execution thereof, the winning Bidder shall provide the Ministry with the following:

1) the insurer's certificate in accordance with Section 14 of this Tender (the "**Insurance Certificate**") within 15 days of receipt of the notification that its proposal has been selected.

2) the names and relevant experience of 5 Consultants, who will be part of the designated team (in addition to the Project Manager and the Experts), each with a minimum of 5 years of experience in the Field.

The winning Bidder shall submit, together with the names and documentation for each proposed Consultant, a commitment and questionnaire regarding the absence of conflicts of interests (Appendices G.1. and G.2. of this Tender) and a confidentiality undertaking (Appendix H.2 of this Tender) signed by each of them. Each Consultant is subject to the Ministry's approval.

Consultants need not be employees of the Bidder, and may instead be service providers of the Bidder.

b. Upon receipt and approval of the documents and information detailed above, the Ministry shall sign the Agreement and return one copy to the winning Bidder. The date of the Ministry's execution of the Agreement shall be the "Effective Date" of the Agreement, however the Ministry may inform the winning Bidder that the Services will begin at a later date.

c. The initial term of the Agreement will be 12 months from the Effective Date, extendable by the Ministry for additional periods up to additional 60 months, as set forth in the Agreement. Notwithstanding the foregoing, the Ministry may terminate the Agreement at any time, at its sole discretion, by giving 30 days prior written notice.

d. The winning Bidder may be required to commence work immediately after signature of the Agreement by the Ministry.

8. Clarifications

a. A prospective Bidder requiring any clarifications regarding the Tender Documents may submit a written request for clarifications to the Ministry, addressed to Mr. Sagi Ganot at e-mail address sagig@energy.gov.il. Requests should be submitted as MS-WORD documents only. Clarification requests must be received no later than September 25, 2025, at 10:00, Standard Israel time ("**Clarification Deadline**"). The Ministry will not reply to queries that will

arrive later than the Clarification Deadline. Verbal confirmation of receipt of such e-mail may be obtained at telephone number +972-74-7681536.

b. The following is the format for submission of clarifications requests:

Section in the Tender/Specification	Details of question / clarification

c. The Ministry retains the right to refrain from replying to any clarification requests if it finds that such reply may be detrimental to the Tender process, or if the request is a request to alter the Tender conditions, and not a request for clarification. The Ministry's response (including an explanation of the query but not identifying its source) will be published on the Ministry's website at the following address: http://www.energy.gov.il no later than 14 days before Submission Date.

d. Clarifications issued by the Ministry shall be deemed to form part of the Tender Documents. The Bidder may not rely on clarifications provided by the Ministry, unless such clarifications were issued by the Ministry in writing pursuant to the foregoing.

9. Non-derogation, Amendment of Flaws, Discussion with Bidders

a. The Bidder may not add to, derogate from, alter or qualify any condition of the Tender Documents.

b. If a Bidder wishes to offer comments on specific paragraphs or conditions, including a request for an amendment to the Agreement, such comments/requests shall be conveyed to the Ministry as clarification requests according to Section 7 above, such that the Ministry may consider whether or not to amend the conditions of the Tender Documents. If the Ministry agrees to amend conditions, appropriate written notice regarding the amendment shall be posted on the Ministry's website. Requests for amendments that are not listed as accepted in such postings shall be deemed denied. Any alteration or qualification to the final Tender Documents made by the Bidder in its proposal, whether made by the Bidder to the Documents themselves or by any side letter or otherwise may lead to the Bidder's disqualification.

c. If, despite the foregoing, a flaw is found in the Bidder's proposal, including any addition, derogation, change or qualification of the Tender Documents, the Ministry shall take action as it deems appropriate under the circumstances, at its sole discretion, and it may, inter alia, disqualify the Bidder or ignore such addition, derogation, change or qualification and regard them as never having been made, or accept the changes.

d. Upon submission of its proposal, the Bidder agrees that the Ministry shall be entitled, but not required, to permit a Bidder whose proposal contains a qualification, is deficient or contains any other flaws, to amend or complete its proposal, or to allow the Bidder to leave the proposal unchanged, all at the Ministry's sole discretion, and in the manner and under the conditions the Ministry may determine.

e. The Tender Committee will review the proposals and shall be entitled (but not obliged) at any time, at its discretion, to address all or any Bidders, or even any single Bidder, and request information, clarifications, additions, documents or anything else necessary in its opinion to review any specific proposal or all the proposals as a whole, whether due to a flaw in the proposal or not, either before or after the selection of the winning Bidder. Notwithstanding the above, the Committee is entitled to request an opinion from an independent body, regarding any information conveyed to the Ministry as part of the proposal. In addition, the Committee may address the Bidders or any of them, to determine its final position regarding each proposal. As part of its communication with the Bidders, the Ministry may set a timeframe for receiving additional information and the Ministry may determine that non-compliance with said timeframe may result in a decision without additional information, or even rejection of the proposal.

f. For the avoidance of doubt it is hereby clarified that the above authority to request information, amend proposals and to negotiate with one or more Bidders, does not impose any obligation on the Ministry to negotiate with any Bidder, to allow a Bidder to qualify in any way any instruction or requirement of the Tender Documents, or to change any part of its proposal.

g. The Ministry may also negotiate with the winning Bidder, in order to improve its proposal.

10. Trade Secrets

a. Bidder is requested to clearly highlight any parts in its proposal, which it believes constitute trade secrets which should not be disclosed, in a form

attached as Appendix C of the Tender. Please note that the Price Quote may not be included in this definition. The Bidder may not request the Tender Committee to provide details from other proposals that are parallel to any part in its own proposal, which it considers a trade secret not to be disclosed.

b. Parts that are not marked as proprietary information will be considered information that may be disclosed if necessary, including for review by non-winning Bidders in the Tender. The final decision regarding which parts of the proposal may be open for review, is the sole discretion of the Tender Committee.

11. General

a. The Ministry does not commit to selecting the proposal which receives the highest Final Score, or any proposal whatsoever.

b. In the event that the winning Bidder does not procure the documents and information required of the winning Bidder as per Section **שגיאה! מקור ההפניה לא נמצא.** above, or the Ministry does not execute the Agreement with the winning Bidder for any reason whatsoever, all other proposals shall remain valid for 90 days after receiving notice of non-winning. In such circumstances the Ministry may, but is not obligated, at its discretion, to declare the proposal with the second highest Final Score, as the winner of the Tender.

c. The Ministry reserves the right to make any changes or corrections to this Tender and its Appendices, at any time, including any of its conditions or its date of submission. Said change and / or amendment will be conducted in writing and will be posted on the Ministry's website at: www.energy.gov.il. The Bidders will be responsible for checking for such changes from time to time.

d. The Ministry may, at any time prior to the Submission Date contact additional Bidders to submit their proposals, or cancel this Tender at any stage and if cancelled - post a new Tender instead of this Tender, as it sees fit at its sole discretion. In any case, the Bidders, and only they, will bear all expenses in connection with the Tender.

e. The Ministry shall not be liable for any expense or damage that may be caused to a Bidder due to or in connection with this Tender, and in particular due to not being awarded the contract, the amendment of the Tender documents or the cancellation of the Tender process for whatever reason.

f. The Ministry may, if it determines that there are special circumstances, accept a proposal even if it does not meet the some technical or formal requirements.

g. In special cases and under circumstances that shall be recorded, the Tender Committee reserves the right to conduct negotiations with the Bidders whose proposals fulfilled all preliminary qualification conditions.

h. Any commitment on behalf of the Ministry towards the winning Bidder will become final only upon signing of the formal Agreement by the authorized signatories on behalf of the Ministry.

i. Signing and maintaining the Agreement are subject to the existence of the necessary budget allocation, and to obtaining the necessary confirmations. The Ministry reserves the right to demand performance of the work in stages, according to budgetary limitations.

j. General notices applicable to all Bidders shall be posted on the Ministry's website and Bidders are responsible for periodically checking for new notices. Notices applicable to a certain Bidder only will be sent by email, to the contact person specified by the Bidder in its proposal. Notices sent by email shall be deemed received upon automatically-generated confirmation of receipt. All communications shall be in English only.

k. All Tender Documents are the exclusive property of the Ministry.

12. Jurisdiction

The Tender is governed by Israeli law, and any legal claim in connection with the Tender shall be filed only in the competent court in Jerusalem, Israel.

Sincerely,

The Tender Committee

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix A

Specifications of Work

A.1. General Background

The Ministry of Energy and Infrastructure (hereinafter - the "**Ministry**") through the Natural Resources Administration, hereby publishes a Tender for technical subsurface & exploration consulting services in the oil and gas industry in Israel.

The first natural gas discoveries offshore Israel, Noa and Mari-B, were made in 1999 and 2000 respectively. Commercial production of natural gas production from Mari-B field commenced in 2004, primarily sold to the Israel Electric Company for electricity generation.

Following the Noa and Mari-B discoveries, exploration for natural gas in the Israeli EEZ was accelerated. 2009 saw the discovery of the Tamar field, estimated to contain ~280 BCM of recoverable gas reserves, as well as the smaller Dalit field, southeast of Tamar, with an estimated amount of 8 BCM of gas. In 2010, the Leviathan field, estimated to contain ~500 BCM of recoverable gas reserves, was discovered. Since then, several more discoveries were made in the Israeli offshore, such as Karish, Tanin, Shimshon, Katlan and Drakon.

At present the total amount of recoverable gas reserves found offshore Israel is estimated at 850 BCM. Production from the Tamar, Leviathan and Karish fields started in 2013, 2020 and 2022 respectively. In 2024, around 27 BCM were produced from Israeli fields. Over 50% of this amount was consumed in the Israeli domestic market, primarily for electricity generation, where natural gas now constitutes over 70% of total production, in addition to some industrial use. The rest was exported to Egypt and Jordan.

From 2016 to 2022, the Ministry launched four offshore bid rounds, offering blocks for bidding. These bid rounds have resulted thus far in the award of 18 exploration licenses and the drilling of five exploration wells, with a 100% success rate in the discovery of natural gas. More information on the Israeli oil and gas market and the offshore bid rounds can be found at energy-sea.gov.il.

The main client for this Tender is the Petroleum Unit at the Ministry, which regulates upstream and some midstream oil and gas activity in Israel, including exploration, production and export.

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A.2. Description of Services

The required consulting services contemplated by this Tender include the provision of reviews, assessments, recommendations and documentation in connection with the issues described below. The following lists and descriptions are given for illustrative purposes, and should not be construed as definitive or exhaustive of the scope of work that may actually be required by the Ministry.

1. Professional consultancy on subsurface aspects of the oil & gas industry - existing fields

a. Providing geophysical, petrophysical processing and interpretation, rock physics analysis, geomechanics, wells test analysis, PVT analysis, geomodeling and dynamic modeling, production analysis, drilling and subsurface facility planning, economical evaluation, uncertainty, risk analysis and other kind of required investigation/analysis to characterize fields and their potentiality, effectiveness and efficiency of development and operations.
b. Presentation of the results of calculations and analysis to the Ministry's staff and management and to third parties (interest-holder or other), if required. Submission of all results and analysis, including verification reports and CPR's in standard documentation and data formats as will be required by the ministry.
c. All the analysis must be executed on Schlumberger software (Techlog, Petrel, Eclipse (run via Petrel, pre – and post- groups must be created in Petrel originally) for data interpretation and modeling and economics (Peep and Pipesim), Kappa Saphir (for wells tests interpretation), Petroleum expert Mbal (for material balance).
d. Auditing of submitted estimation of petroleum reserves and execution own reserves evaluation in accordance with PRMS-SPE standard.
e. Consulting and advisory services in technical and other matters related to oil and gas exploration, appraisal, development and production including preparation or audit of Ministry standards or regulatory documentation.

2. Professional consultancy on subsurface aspects of the oil & gas industry - exploration and bid rounds

a. Evaluation of the documentation, administration and results of previous bid rounds and provision of suggestions and recommendations for improvement.
b. Review of technical data and reports and preparation of an assessment of potential plays and targets for exploration offshore Israel, including areas of interest and potential blocks for future exploration.

c. Review of existing seismic, well and other technical data and proposal of steps to enhance its attractiveness to potential bidders.
d. Assistance in preparation of documentation for a new bidding round.
e. Preparation of materials for data packages and/or data rooms, including handling, directly or through a third-party, data upgrade and preparation of value added products.
f. Assistance in selection of bid blocks and exploration targets.
g. Preparation of 'prospect book' highlighting attractive targets for exploration in designated bid blocks.
h. Assistance in drafting brochures, presentations, announcements, press releases and other promotional and technical material in relation to bid rounds, and in upgrading and improving the dedicated bid round website.
i. Support in organizing meetings, conferences and other promotional events, as well as reachout efforts to potential participants and personal meetings with high-level officials and other industry's leaders to promote the future Israeli bid round.

Note: In coordination with the Consultant, the Ministry may require services on other issues related to the field of oil and gas that are not included in this Section.

A.3. Method of Approach

The Consultant will provide a narrative response that describes its organization's overall method of approach for providing the required services as detailed in Section A.2. above. The methodology will be graded as part of the Bidder's proposal assessment.

A.4. Description of the work process of the performance of the Services:

1. At any time commencing with the Effective Date, the Ministry, through the Supervisor (as defined in Section **שגיאה! מקור ההפניה לא נמצא.** of the Tender), may issue written requests for a consulting task/project ("**Work Order**") related to the subjects specified in Section A.2.
2. The Work Order may include subjects that are not included in Section A.2. but which are within the scope of the services requested under this Tender.
3. The Project Manager shall respond in writing, within 7 working days, confirming the acceptance of the Work Order and describing a proposed proposal for the execution thereof that will specify the Consultant's approach, including the number of work hours to be invested in the execution of the project, estimated duration, timeline and final deliverables.

4. In the proposed plan, the Project Manager will assign the Experts that will carry out the consulting task.
5. The Ministry through the Supervisor shall approve in writing the proposed plan and assigned Experts prior to commencing any work.
6. The Ministry may request to modify the proposed plan for the execution of the task.
7. The Ministry may request to conduct a kick-off meeting in Israel with the Project Manager and assigned Experts.
8. Apart from the procedure described above, the Ministry may request advice from the Consultant in respect of any aspect of the Services, by means of either telephone, e-mail correspondence or video conference.
9. Unless otherwise decided, the Project Manager will be the single point of contact between the Ministry and the Consultant. The Project Manager will be responsible for coordinating the Consultant's work vis-à-vis the Supervisor, responsible for keeping the records, preparing and approving the professional reports. The Project Manager will participate in meetings with the Supervisor and will manage the Consultant's work in all aspects of the Services.

A.5. Consideration, Schedule and Milestones for Payment

1. The Services will be executed on a project basis and will consist of three phases: Initiation, Planning, Execution.
2. Each of the projects will be initiated by the Ministry, but may be proposed, also, by the Consultant. The Ministry will specify a description of initiated project which will be forwarded to the Consultant. At the start of the project planning process, the Consultant will provide the Ministry with its project proposal, which shall include: a technical description of the project/methods, scope of work, milestones, expected deliverables, forms of the reports, and budget. If the Ministry agrees with the proposal, it will issue an approval in writing. Following such approval, the Consultant may execute of the project. Execution, monitoring and completion shall be executed in accordance with the scope, budget, deliverables and reporting requirements described in the project proposal, as accepted by the Ministry.
3. The Ministry's approval of the scope of working hours detailed in the project plan does not in any way constitute any commitment by the Ministry to secure services from any of the team members for any minimal number of work hours. Furthermore, the Ministry shall be entitled to set the quota of hours required for each task at its own discretion.
4. The time dedicated to preparing and presenting the project proposal will **not** be compensated for by the Ministry.

5. For complex projects, the Ministry may require a preliminary report regarding project feasibility or the execution of a pilot project to determine applicability of methodology. Results will be utilized by the Ministry to determine moving forward on full project execution.
6. The Ministry may determine which of the team members will be assigned to each of the tasks defined by the Ministry.
7. Payments will be made upon attainment of the milestones described in each project plan, and subject to the scope (estimation of working hours for the project, for each type of team member) as approved by the Ministry, and following approval of the Ministry of the deliverables of such milestone.
8. As detailed in Section **שגיאה! מקור ההפניה לא נמצא.** of the Tender, payment will be based on the number of man-hours invested and the Price Quote in the Tender, not to exceed the scope approved by the Ministry.
9. Upon request of the Ministry, the Consultant will submit a weekly status report each Monday which includes a list of major activities and any major deviation from the project proposal as approved by the Ministry.
10. The Consultant will submit on the last day of each month a "Monthly Work Report" detailing the activities performed within the planned scope of the projects as approved by the Ministry, all in accordance with Section 7.6 of Appendix D.
11. In case the Consultant will advise the Ministry in planning and execution of activities outside Israel, expenses borne by the Consultant and pre-approved by the Ministry, will be paid "back to back" to the Consultant upon receipt of an appropriate invoice.

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Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix B

Details of Bidder

To:

Tender Committee Coordinator in the Ministry of Energy and Infrastructure

Dear Madam,

Attached are details regarding our company and contact information for our contact person for the purpose of this Tender:

Company Details	
Company Name	
Company tax or ID number	
Address	
Telephone	
E-mail	
Website	

Contact Person Details	
Role in the Organization	
Full name	
Division\Department\Unit	
Address	
Telephone	
Mobile Phone	
E-mail	

Date: _____

Full Name: _____ Signature and seal: _____

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Appendix C

Confidential Parts of the Proposal

I hereby request that right of review of my proposal will not be applied to following sections of my proposal, as they constitute professional trade secrets:

Page ____, in the matter of _____.
Reason:
_____.

Page____, in the matter of _____.
Reason:
_____.

Page____, in the matter of _____.
Reason:
_____.

Page____, in the matter of _____.
Reason: _____.

And also from page ____ , in the matter of _____,
until page ____, in the matter of
_____ .
Reason:
_____.

I agree that whether or not the Ministry accepts my request, the same sections will be deemed confidential in all other proposals submitted under this Tender, and I shall not be allowed to review them.
I understand that the above requests for confidential treatment shall not be accepted if reasoning isn't provided.

Bidder's Signature:
_____ _____ _____

Bidder's Name Date Signature and Seal

Appendix D

State of Israel
Ministry of Energy and Infrastructure

Services Agreement

as part of Tender 27/2025

Which was entered into on the ____ day of _____ (the "**Effective Date**")

BETWEEN

The Government of Israel on behalf of the State of Israel through the Ministry of Energy and Infrastructure represented by the Director General of the Ministry of Energy and Infrastructure together with the Financial Controller of the Ministry of Energy and Infrastructure (hereinafter: "**the Ministry**")

OF THE FIRST PART

AND:

_____

_____

(hereinafter: "**the Consultant"**)

OF THE SECOND PART

Each may be referred to herein as a "**Party**" and collectively, the "**Parties**".

WHEREAS, the Ministry wishes to obtain regulatory, economic and technical consulting services in the oil and gas industry, as set forth in Annex A (which is Appendix A of the Tender) (the "**Services**"), subject to and in accordance with this Agreement and its Appendices;

WHEREAS, the Consultant represents and warrants that it possesses all the means, know-how and skill in order to provide the Services to the Ministry in such manner, at such times and under such terms and conditions as are specified in this Agreement and its Appendices; and

Tender No. 27/2025 – Lot 2:
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WHEREAS, the Consultant has submitted a bid pursuant to Tender no. 27/2025, along with such documents, clarifications and modifications issued or authorized by the Ministry, all as attached hereto as Annex B (collectively, the "**Tender**"), and such bid, as approved by the Ministry and attached hereto as Annex C (the "**Price Quote**"), was selected as the winning bid in the Tender;

WHEREAS Parties agree that the Services will be performed for the Ministry not as part of the usual labor relationship between an employee and an employer, but as a Consultant acting as an independent contractor, and receiving payment for performing the Services according to a special tariff that is compatible with its status as a self-employed independent contractor; and

IT IS THEREFORE BEEN AGREED AND STIPULATED BETWEEN THE PARTIES AS FOLLOWS:

1. PREAMBLE, APPENDICES AND INTERPRETATION

1.1 The preamble to this Agreement constitutes an integral part of it. In any case of conflict between the contents of the Agreement and its Appendices, the provisions contained in the body of the Agreement shall take precedence.

1.2 The section title headings serve for convenience only and shall not be used to for purposes of interpretation of the Agreement.

2. PROVISION OF THE SERVICES

2.1 The Consultant undertakes to provide the Services to the Ministry in accordance with the timetables that shall be determined by the Ministry, and all as detailed and defined in this Agreement and its Appendices (above and hereinafter referred to as: the **"Services"**); The Services to be provided shall include any other action that may be required in order to provide the Services at the standard required under this Agreement, even if such action is not explicitly mentioned in this Agreement and its Appendices.

2.2 The Consultant shall ensure that, throughout the Term of Agreement (as defined in Section **שגיאה! מקור ההפניה לא נמצא.** below), the Project Manager and each Consultant's team member will devote all the time required for the proper and complete provision of the Services, all as set forth in the Tender and the bid.

2.3 The Consultant shall supply all the Services in accordance with the provisions of all applicable laws, regulations and best practice standards.

2.4 The Consultant shall comply with the Supervisor's (as defined in Section **שגיאה! מקור ההפניה לא נמצא.** below) instructions as given from time to time in relation to any matter connected with the performance of the Services.

2.5 Any certification or approval to be issued or provided by the Ministry or the Supervisor pursuant to this Agreement, shall not be binding upon the Ministry or the Supervisor, as the case may be, unless it is in writing.

2.6 The Consultant shall not, and shall not attempt to, communicate or contact, directly or indirectly, any person and any private or public authority, organization, business or other entity in connection with the Services, except upon the Ministry's prior written approval.

2.7 The Consultant may be asked to provide services, which may necessitate services to be provided by a subcontractor, contracted by the Consultant. The subcontractor must be approved by the Ministry prior to partaking in the services, and the hourly consideration will be agreed to by the Ministry, and not exceed the hourly consideration paid to Consultant.

2.8 The Consultant will provide all its employees and service providers, administrative services and any additional services required to provide their services for the Ministry in connection with this Agreement.

2.9 The Consultant will comply with all and any instructions given by the Head of the Security Division of the Ministry from time to time on any matter relating to the Agreement, including with respect to classified information the Consultant may receive from the Ministry.

3. THE MINISTRY'S REPRESENTATIVE

3.1 The Consultant shall perform the services under the supervision and control of _____ (hereinafter: "**The Supervisor"**). The Ministry may replace the Supervisor at any time and this by notice in writing which shall be sent to the Consultant.

3.2 The Supervisor will be entitled to review any document and receive any document and any information connected with or entailed in providing the Services.

4. TERM OF AGREEMENT

4.1 The term of this Agreement shall commence on _____ (the Effective Date, which is the date of the Ministry's execution of the Agreement) and shall remain in effect for 12 months, until _____.

4.2 The Ministry maintains the sole option to extend the term of the Agreement from time to time, for additional periods, provided that the total term of the Agreement does not exceed 4 years (the initial term and any extensions shall be referred to as

the "**Term of Agreement**"). Such extension shall be by written notice of the Ministry to Consultant (without the need for both parties to sign an addendum to the Agreement).

5. PERFORMANCE GUARANTEE

5.1 In order to assure the performance of its obligations under this Agreement, the Consultant will deliver to the Ministry, as a condition to the execution of this Agreement by the Ministry, an unconditional bank guarantee (hereinafter: the "**Performance Guarantee")**. The Performance Guarantee shall be issued by the bank at Consultant's request (its name shall appear in the request) for **50,000 USD** (, and shall be valid for at least 60 days after expiration of the Term of Agreement. The Performance Guarantee shall be issued by an Israeli bank, or by a foreign bank that has an Israeli branch or Israeli representation and appears in the following list:
https://www.boi.org.il/roles/supervisionregulation/banklist/
Extension of the Performance Guarantee shall be a precondition to the entry into force of the Agreement.

5.2 The form of Performance Guarantee shall be in accordance with the attached Appendix K to the Tender. Expenses incurred by the extension of the Performance Guarantee shall be borne solely by the Consultant.

5.3 The Consultant shall be responsible for extending the validity of the Performance Guarantee from time to time, in accordance with the extension of the Term of Agreement. Extension of the Performance Guarantee shall occur at least one month prior to expiration of its validity. If the Consultant has not extended the validity or increased the amount of the Performance Guarantee as required by the Ministry, the Ministry may invoke the Performance Guarantee without any prior warning even if the Consultant has fulfilled all its other obligations.

5.4 In any case in which in the opinion of the Ministry the Consultant has committed a breach of and/or has not performed one of the terms of this Agreement, and has not rectified such irregularity upon the Ministry's demand, and/or the Ministry has exercised its rights to offset the amounts owed by the Consultant under this Agreement, the Ministry will be entitled to realize the Performance Guarantee either wholly or in part.

5.5 The Performance Guarantee may also be realized by the Ministry for the purpose of collection of payment of compensation to the Ministry due to breach of the Agreement by the Consultant, or for the purpose of any other payment due to the Ministry from the Consultant.

5.6 The Ministry will realize the Performance Guarantee only after having given the Consultant a reasonable opportunity to make amends, under the circumstances.

5.7 The amount of the Performance Guarantee and/or its realization will in no way constitute any limitation to the Consultant's obligations, and will not prejudice the Ministry's other rights or remedies under this Agreement or applicable law.

5.8 Where the Ministry has realized the Performance Guarantee in whole or in part, and this Agreement has not been rescinded or terminated, it shall be the responsibility of the Consultant at his own expense to ensure the renewal of the Performance Guarantee for the full amount.

6. OBLIGATIONS AND DECLARATIONS OF THE CONSULTANT

The Consultant hereby declares and undertakes as follows:

6.1 The Consultant shall perform the Services using the Experts proposed in its proposal, the Consultants approved by the Ministry following declaration of the Consultant as the winning bidder, and other service providers as approved by the Ministry.

6.2 The Consultant and its designated team for the performance of the Services, have the technical and professional know-how, experience and expertise to fulfill the terms and conditions of this Agreement and no impediment exists either by any law, contract or otherwise, to the Consultant's contractual engagement in this Agreement.

6.3 The Consultant will rectify any breach of any of the individual terms and conditions of this Agreement within 7 days of the date of the giving of notice in writing by the Ministry of such breach.

6.4 The products of the service shall be delivered to the Ministry upon digital media and in any other manner that the Ministry shall require.

6.5 The Consultant undertakes to use genuine software only.

6.6 The Services and all deliverables hereunder, will be provided, performed with and be the product of the highest degree of professional skill and expertise.

6.7 The Consultant has (a) reviewed all the Tender Documents and this Agreement, and all their respective appendices, (b) had the opportunity to seek clarifications, and (c) obtained to its full satisfaction all clarifications as were requested.

6.8 The Consultant and each team member validly holds (and shall maintain at all times during the Term) all permits, authorizations, degrees, professional association memberships and certifications that are legally required or otherwise necessary or relevant for performing the Services in accordance with the terms of this Agreement and as stated in the bid. The Consultant shall provide a copy thereof to the Ministry at any time upon the Ministry's request, and shall notify the Ministry immediately and in writing in the event of any change in the validity

or scope of the foregoing (including any ruling or order) which could affect the Consultant's or team member's ability to provide the Services in accordance with the terms of this Agreement. No member of the team is part of the civil service of the State of Israel.

6.9 The Services will be provided in accordance with the provisions of any law applicable to the Services subject to this Agreement.

7 CONSIDERATION AND PAYMENT

7.1 For providing the Services and fulfilling all its obligations under this Agreement, the Ministry shall pay to the Consultant amounts based on the Consultant's Monthly Work Report (as defined in Section **שגיאה! מקור ההפניה לא נמצא.** below) detailing working hours spent by each team member providing the Services, multiplied by the Price Quote in the Consultant's bid on Appendix E, adjusted for each type of service provider as set forth in Section **שגיאה! מקור ההפניה לא נמצא.** of the Tender (and a fixed hourly rate for Israeli Experts working in Israel as described therein), plus VAT as applicable, provided that the services were performed and accepted to the complete satisfaction of the Supervisor (hereinafter, the "**Consideration**").

7.2 The hourly rate as proposed by Consultant in its Price Quote on Appendix E is final and absolute and shall not be subject to any price increases, indexes or Accountant General updates, for the entire Term of Agreement.

7.3 The Consultant shall not receive any other payment or benefit for the provision of the Services beyond such Consideration, including payments for telephone expenses, post, photocopies, printing, fax, board and lodging etc., with the exception of expenses traveling to Israel as detailed in Section **שגיאה! מקור ההפניה לא נמצא.** of the Tender, and Israeli VAT as applicable.

7.4 The Parties agree that partial work hours shall be paid according to a pro rata calculation of the actual time worked in relation to the hourly rate.

7.5 The annual Consideration for the Services shall not exceed the yearly budget of the Ministry dedicated to this Agreement, including VAT.

7.6 At the end of every calendar month, the Consultant shall submit deliverables and a monthly report for each project, in accordance with each project proposal agreed to by the Ministry (hereinafter: the "**Monthly Work Report**"). In the Monthly Work Report, if a milestone payment (according to the approved project plan) has been achieved that month, the Consultant will confirm the amount of hours actually provided by each team member, and will specify reimbursement requested for travel to Israel in such month. For each day and for each of the team members, the report will specify the start and end times for that day, the number

of hours worked that day, and a brief description of the tasks accomplished. The Consultant will issue a *pro forma* tax invoice with its Monthly Work Report.

7.7 Upon receipt of every Monthly Work Report and related tax invoice, the Supervisor shall review the deliverables and number of hours specified to ensure that it is consistent with the scope and nature of the Services actually provided, and may request additional documents or information that may be relevant to confirm the proper provision of Services, whether a milestone payment has been achieved, and amounts due. If any discrepancy or inconsistency is detected, the Ministry shall notify the Consultant in writing and the Consultant shall be required to account for such discrepancy or inconsistency. Without derogating from the foregoing, the number of work hours may not exceed the scope detailed in the Consultant's project proposal, as approved by the Ministry. Payment shall be made only after the Supervisor's approval.

7.8 Payment will be transferred only after confirmation by the Supervisor that the work was executed to his satisfaction, and after submission of a tax invoice to the Ministry.

7.9 Provided that the Supervisor has approved payment, payments shall be made 45 days following the receipt of an undisputed tax invoice by the Supervisor (subject to changes that the Accountant General may publish from time to time).

7.10 The Financial Controller of the Ministry may carry out an audit during any of the stages of this Agreement and withhold either full or partial payment until the conclusion of the audit. The audit may also be carried out through sources external to the Ministry including by hired accountants.

7.11 The Ministry may at any time withhold any payment if the Consultant is in breach of or is not fulfilling one or more of the terms and conditions of this Agreement and this without prejudice to the rights of the Ministry under Section 5 above.

8 NO ADDITIONAL PAYMENTS

8.1 The Parties hereby agree that no other or additional payment apart from what is stated in Section **שגיאה! מקור ההפניה לא נמצא.** above shall be paid by the Ministry, neither in the course of providing the Services nor after expiration of the contractual arrangements under this Agreement, neither in relation to provision of the Services nor in connection with them and/or any matter arising from them, nor to the Consultant nor to any other person or body.

8.2 Should it be determined for any reason whatsoever, at any time after the commencement of this Agreement, that notwithstanding the intention of the Parties expressed in this Agreement, the engagement of the Consultant or anyone on his behalf is deemed to be an employer-employee relationship, and that the

laws and conditions applicable to an employee are applicable to him and to his engagement, in that event it is hereby agreed and stipulated between the Parties that the Consultant's remuneration as an employee, in respect of his employment as a result of this Agreement, shall be calculated in accordance with what is normal in this regard in respect of civil servants in as near as possible similar positions and grades, all as shall be determined by the Civil Service Commissioner, and in the absence of any such identical or similar position, the remuneration shall be calculated in accordance with what is set forth in such a case in the Collective Labor Agreements that apply to employees of this category, and in the absence of such an Agreement, in accordance with most similar Collective Labor Agreement in the opinion of the Civil Service Commissioner. Calculation of such remuneration shall be made retroactively from the date of commencement of this Agreement and all the rights and obligations under this Agreement on the one hand, and the new aforementioned calculation on the other, shall be mutually set off.

9 RESCISSION OF THE AGREEMENT

9.1 The Ministry may rescind the Agreement at its sole discretion for whatever reason, including for convenience, at any time prior to expiration of the Term of Agreement by prior written notice at least 30 days in advance. Following rescission of the Agreement by the Ministry, the Ministry will only pay the Consultant for the Services that have actually been provided until such time and subject to confirmation of the Supervisor of Services that have been provided.

9.2 The Ministry will not be liable to the Consultant for any compensation, consideration or other payment in connection with the rescission of the Agreement, beyond that explicitly stated above.

9.3 Without prejudice to the foregoing, the Ministry shall be entitled to terminate the Agreement by notifying the Consultant of such termination at least 10 days prior to the termination date, if:

(a) the Consultant has committed a breach of this Agreement, which breach, if curable, is not cured within 7 days following the Ministry's written notice thereof;

(b) the Consultant has entered into liquidation proceedings, or a temporary or permanent liquidator, or a temporary or permanent receiver, or a temporary or permanent trustee has been appointed over the Consultant, or a charge has been placed on its assets or execution proceedings have been initiated against the Consultant and such proceedings were not withdrawn within 21 days after their institution; an application for receivership or liquidation was filed and

was not cancelled within 30 days; or a resolution was passed for the liquidation of the Consultant.

9.4 In the event that the Agreement is rescinded pursuant to this Section, and should it be so required by the Supervisor, the Consultant will complete any work that he had commenced prior to the rescission and shall receive payment for it as provided in Section **שגיאה! מקור ההפניה לא נמצא.**.

9.5 Any termination by the Ministry shall be without prejudice to its rights and remedies hereunder and under applicable law, including realization of the Performance Guarantee.

9.6 Confidentiality, IP, and liability provisions shall survive termination of this Agreement.

10 **NON-DISCLOSURE**

10.1 For purposes of this Agreement:

"Information" - any information, know-how, knowledge, trade secret including technical, professional, financial and trade-related knowledge, document, clients, correspondence, program, data, model, work techniques, review, conclusion relating to the Ministry's activities directly or indirectly, and anything else that may be connected or related to the provision of the Services or received during this time, whether disclosed by the Ministry and/or any other entity and/or on its behalf, whether written or oral and/or in any manner or form, whether or not labeled as "confidential" However, Information does not include that which is in the public domain and\or became public knowledge without breach of a confidentiality obligation; information that the Consultant had in its possession before receiving it as part of the Services or developed independently by Consultant without dependency on the confidential Information; and\or provided to the Consultant and\ or anyone on its behalf by a third party without breach of a confidentiality obligation.

10.2 As the Consultant is likely to be exposed to information that the State of Israel and/or Ministry wish to protect, it accordingly hereby undertakes to keep such Information completely confidential and only to make use of it for the purpose of performing the Services. For the removal of doubt, and without prejudice to the generality of the foregoing, the Consultant undertakes not to publish, transfer, notify, deliver or bring to the attention of any person the Information, and undertakes to protect such Information with at least the same degree of protection it affords its own confidential data, and no less than a reasonable degree of care.

10.3 The Consultant is aware that no disclosure may be made of Information that has been revealed to him as part of this Agreement nor may it be transferred, delivered or brought to the attention of any person without the prior approval of

the Supervisor. The Consultant undertakes to keep secret any Information that reaches him as a result of performance of the Services whether before or after their commencement.

10.4 The Consultant undertakes to restrict access to the Information to its team members on a need-to-know basis, and only to those who are bound in writing to terms and conditions of confidentiality in respect of the Information, and to take all such necessary steps in order to ensure that his employees, agents and those engaged by him, shall maintain such confidentiality.

10.5 The Consultant shall comply with such instructions as the Ministry, the Supervisor or a duly authorized security officer may provide from time to time regarding confidentiality, security measures and disclosure restrictions.

10.6 Upon termination of this Agreement, the Consultant shall destroy and/or return to the Ministry all Information (and all files, documents, discs and other media containing such Information, including photographs, specifications of data, software program or other magnetic media) as instructed by the Ministry, and shall provide a certificate duly executed by an authorized officer of the Consultant confirming that such actions have been taken, provided however that the Consultant may retain one copy of the Information for archival purposes only.

10.7 The Consultant declares that he is aware that failure to fulfill his obligations under this section constitutes an offense under Chapter 7 (National Security, Foreign Relations and Official Secrets) of the Penal Code – 1977.

10.8 The Consultant and its team members shall execute the undertaking attached as Appendix H.1 and Appendix H.2, respectively.

11 INTELLECTUAL PROPERTY AND COPYRIGHT

11.1 All right, title and interest in and to the Services, the deliverables, all works of authorship created, authored or developed by Consultant for the Ministry pursuant to this Agreement, and all related intellectual property rights including copyright (collectively, the "**Work Product**"), shall be the Ministry's sole and exclusive property, and the Ministry shall be entitled to publish, copy, distribute and generally to use the Work Product in connection with the Services or for any other purpose as it sees fit and at its sole discretion. Consultant hereby irrevocably and unconditionally transfers and assigns to the Ministry all right, title and interest Consultant may have or acquire in or to the Work Product, and agrees to execute and deliver such documents, certificates, assignments and other writings, and take such other actions, as may be necessary or desirable to vest in the Ministry the ownership rights granted to the Ministry hereunder.

11.2 The Consultant may not make any use of the Work Product other than for the purpose of providing the Services in accordance with the terms hereof. Consultant

further agrees that the Work Product shall be deemed to be "works made for hire" and, as such, all rights therein including copyright shall belong solely and exclusively to the Ministry from the time of its creation. To the extent any Work Product may not be deemed to be a work made for hire, Consultant agrees to, and does hereby, irrevocably and unconditionally transfer and assign to Company all right, title and interest including copyright in and to such Work Product. Consultant hereby expressly confirms that the terms of consideration explicitly provided for in this Agreement fully encompass its rights to compensation with respect to all Work Products and exhaust any rights to compensation that may arise with respect to any Work Products under applicable law. Moreover, Consultant hereby waives any right to claim compensation with respect to any Work Products under applicable law throughout the world.

11.3 As part of performance of the Services under this Agreement, the Consultant shall not infringe any intellectual property rights, including copyright, of any person. In the event that such rights have been infringed, the Consultant shall bear exclusive liability for such infringement and shall indemnify the Ministry in respect of all such expenses and damages as may be caused to or incurred by it as a result of a claim or demand in respect of such infringement (including defense costs and reasonable attorneys' fees).

11.4 This Section shall remain in force after termination of the Term of this Agreement and shall continue to apply without any time limitation.

12. UNDERTAKING TO REFRAIN FROM CONFLICT OF INTEREST

12.1 The Consultant declares and commits that neither it nor anyone on its behalf involved in rendering the Services under this Agreement are in a situation of conflict of interest between the Services under this Agreement and their other activities or clients, and were not in such situation during the 6 months prior to the submission of its bid, and that the Consultant will refrain and shall ensure that its team members refrain, from being in any such situation during the Term of Agreement and for a period of 6 months thereafter. Furthermore, the Consultant and its team members will not provide services to parties wishing to participate in a bidding process published by the Ministry, for 12 months following the termination of the Agreement with the Ministry. In case of any potential conflict of interest, the Consultant shall address the Supervisor and act according to his instructions. For the avoidance of doubt, potential conflicts of interest include any work done for, or involving contact with, or having a direct relation to, any entity that is regulated by the Ministry ("**regulated entity**"), an affiliate of a regulated entity, or an entity which controls a regulated entity, whether directly or indirectly, except for work conducted as part of this Agreement.

12.2 During the Term of Agreement, the Consultant will not participate in any way in preparation or presentation of any project submitted for Ministry financing, unless receiving prior and written authorization by the Supervisor.

13. QUALITY OF WORK PRODUCTS

13.1 All deliverables provided by the Consultant shall be expertly prepared, comprehensive and exhaustive with regard to the subject-matter they are intended to address, of high quality, clearly organized and drafted, merchantable and fit for the purpose for which they are intended. The Ministry may, upon review of the deliverables and at its reasonable discretion request that Consultant correct, revise, amend or update any deliverable, or may refuse to accept a deliverable if it does not satisfy the above standards. In such a case, the Consultant shall make the requisite changes within such period of time as the Ministry shall stipulate.

13.2 The Consultant shall be responsible for any defect, inaccuracy, inconsistency, oversight, mention or omission in the deliverables, and the Ministry's acceptance thereof shall not relieve the Consultant of its responsibility or liability in that regard.

14. INSURANCE

14.1 The Consultant will execute all of the insurances set forth herein to their own benefit and to the benefit of the State of Israel - The Ministry of Energy and Infrastructure, including all of the coverages and conditions required below, the limits of liability being not less than those stated below:

14.1.1 **Employers Liability Insurance (or workers compensation if required by any law or any other equivalent insurance)**

14.1.1.1 The Consultant shall insure its legal liability towards its employees and anyone working on its behalf by Employers Liability Insurance throughout all the areas of the State of Israel, including its territorial waters, and any administered territories.

14.1.1.2 The limit of liability will not be less than USD 5,000,000 per employee, per event and for the insurance period.

14.1.1.3 The insurance will be expanded to cover the liability of the insured towards contractors, subcontractors and their employees if it will be considered as their employer.

14.1.1.4 The insurance will be expanded to cover the State of Israel - The Ministry of Energy and Infrastructure, if it is asserted for the occurrence of any work accident / occupational disease that they bear any employer's liability towards any of the employees of the Consultant, contractors, subcontractors in its service.

14.1.2 <u>Third Party Liability Insurance (or CGL or any other equivalent insurance)</u>

14.1.2.1 The Consultant will insure their liability under the states of the State of Israel through third party liability insurance for physical injury and property damage (including consequential damage due to property damage) for its activity throughout the State of Israel and the held territories, including its territorial waters, and any administered territories.

14.1.2.2 The limit of liability shall not be less than USD 500,000 per event and for the insurance period.

14.1.2.3 The policy will include a cross liability clause.

14.1.2.4 The insurance shall be extended to cover the Consultant's third party liability in regards to activities of contractors, sub-contractors and their employees.

14.1.2.5 The insurance will be expanded to indemnify the State of Israel – The Ministry of Energy and Infrastructure, should they be considered as responsible for acts and/or omissions of the Consultant and/or any persons on its behalf.

14.1.3 <u>Professional Liability Insurance</u>

14.1.3.1 The Consultant shall cover its professional liability under a professional liability insurance policy.

14.1.3.2 The policy will cover damages (including pure financial loss) under law arising from any breach of the company's professional duties, and that of its employees and for any person acting on its behalf, and which occurred as a result of an act or negligence, including any failure, mistake or omission, misrepresentation, or negligent declaration made in good faith, in connection with this Tender and this Agreement between the Consultant and The State of Israel - The Ministry of Energy and Infrastructure.

14.1.3.3 The limit of liability shall be no lower than USD 1,000,000 per event and for the insurance period.

14.1.3.4 The cover under the policy shall be extended to include the following extensions:

a. Employee fraud and dishonesty
b. Loss of documents, including the loss of use and/or delay as a result of an insurance event;
c. Cross-liability, but coverage shall not apply in respect of the Consultant's claims against The State of Israel - The Ministry of Energy and Infrastructure.
d. Extension of the period of discovery to at least six months.
e. Law, jurisdiction and territorial limits shall include the State of Israel and the held territories, its territorial waters, and any administered territories.

14.1.3.5 Coverage will be extended to indemnify the State of Israel – The Ministry of Energy and Infrastructure, insofar as they are held liable for acts and/or omissions of the Service Provider and those acting on its behalf.

14.1.4 <u>Additional Insurances - for international personnel</u>

Medical insurance - existence of health insurance for the Consultant's employees, contractors & sub-contractors throughout all the period of the activity in Israel to cover, at least, medical Expenses, including hospitalization and medical care outside of hospitals and when not hospitalized, Radiography, medicines, medical examination, surgeries, intensive care, Ambulatory treatments and Expenses of Return of body abroad (if the death occurs in Israel).

14.1.5 <u>General</u>

Each insurance policy required above will include the following conditions:

14.1.5.1 The State of Israel – the Ministry of Energy and Infrastructure, shall be added to the insured's name as additional insureds, subject to the indemnification expansions above.

14.1.5.2 In any case of an adverse change in or cancellation of the insurance by one of the parties, these will have no effect unless announced 60 days in advance in writing to the accountant of the Ministry of Energy and Infrastructure.

14.1.5.3 The insurer waives any right of subrogation, claim, participation or recourse towards the State of Israel – the Ministry of Energy and

Infrastructure, as long as the waiver will not inure to the benefit of a person who has caused damage out of malicious intent.

14.1.5.4 The Consultant is exclusively responsible towards the insurer for payment of the insurance fees for all policies and for fulfilling all duties imposed on the insured according to the conditions of the policies.

14.1.5.5 The deductibles specified in each policy will be borne exclusively by the Consultant.

14.1.5.6 Any clause in the insurance policies that expropriates or reduces in any way the liability of the insurer when there is another insurance will not be applied towards the State of Israel and the insurance will be presumed as primary insurance that qualifies for all rights according to the insurance.

14.1.5.7 Any exclusion of intent and/or gross negligence will be canceled.

14.2 The Consultant warrants on its own behalf and that of its Representation Office that throughout the period of the contractual engagement with the State of Israel – the Ministry of Energy and Infrastructure and as long as its liability exists, they will keep the insurance policies in effect. The Consultant warrants that the insurance policies will be renewed each insurance period, as long as the contract with the State of Israel – the Ministry of Energy and Infrastructure is in effect.

14.3 A confirmation of execution of the insurances signed by an insurer will be produced by the Consultant to the Ministry of Energy and Infrastructure by the time of signing the contract. The Consultant undertakes to show the confirmation signed with the signature of the insurer about the renewal of the policies to the Ministry of Energy and Infrastructure seven days before the end of the insurance period at the latest.

14.4 It is hereby clarified that the insurance confirmations that will be shown are not intended to reduce and/or derogate from the undertakings of the Consultant and/or the Representation Office to execute the insurances according to the insurance clauses set forth above, and for the removal of doubt, the binding insurance requirements are according to the foregoing. The Consultant is required to study and fulfill these requirements and if necessary seek assistance from insurance people on its behalf to fulfill the requirements and implement them in the insurances as required.

14.5 The State of Israel – the Ministry of Energy and Infrastructure, reserves the right to receive from the Consultant at any time copies of the policies, in part or in full, in the case of discovery of circumstances that may lead to a claim under the policies and/or for it to be able to examine the Supplier's fulfillment of these clauses and/or for any other reason, and the Consultant will forward the policy copies in part or in full as set forth immediately upon receiving the demand. The Consultant undertakes to make any modification or correction that will be required to adapt the policies to the undertakings according to the insurance provisions above. It is agreed that the Consultant will be allowed to delete from the said insurance policies secret business and/or commercial information that is not relevant to this engagement.

14.6 The Consultant represents and warrants that the right of the State of Israel – the Ministry of Energy and Infrastructure to conduct the check and demand the changes as set forth above do not impose on the State of Israel – the Ministry of Energy and Infrastructure or any delegates thereof any duty or liability in relation to the said insurance policies / insurance confirmations, their nature, scope and validity, or for their absence, and do not derogate from any duty that is imposed on the Consultant for the Agreement, whether adjustments have been required or not, whether checked or not.

14.7 For the removal of doubt, it is hereby agreed that the insurances requiring limits of liability and coverage conditions are considered to be a minimal demand imposed on the Consultant and do not constitute a confirmation of the State of Israel or any delegate thereof in relation to the scope and size of the insurance risk, and it must examine its exposure and establish the insurances that are necessary for it and for the Representation Office, including the scope of the coverages and the limits of liability and insurance period accordingly.

14.8 The foregoing in the insurance clauses does not exempt the Consultant and/or the Representation Office from any statutory or contractual duty applying to them and the foregoing is not to be interpreted as a waiver by the State of Israel – the Ministry of Energy and Infrastructure of any right or relief granted thereto by any statute or this contract.

14.9 Failure to meet the conditions of these insurance clauses constitutes a fundamental breach of the contract.

15. DAMAGES

15.1 The Consultant hereby declares that it acknowledges that it is providing the Services to the Ministry as a self-employed independent contractor, and not as

part of the Civil Service with all that this implies and without creating an employer-employee relationship between the Consultant and its employees and the Ministry, and that the Ministry will not be liable in any way for damage that may be caused to it due to the provision of the Services pursuant to this Agreement.

15.2 The Consultant shall bear sole liability for any injury, loss, discrepancy or damage that might be caused for any reason, to its person or property or to that of anyone acting on its behalf or to the person or property of its employees or of those working on its behalf, or to the property of the Ministry or to the person or property of any other person as a direct or indirect consequence of the implementation of this Agreement, and that in any such cases the Ministry shall not be liable for any payment, expense or damage whatsoever.

15.3 The Consultant undertakes to indemnify the Ministry for any damage, payment or expense that may be caused or incurred to it for any reason stemming from the acts or omissions of the Consultant or anyone on its behalf, immediately upon receipt of notice thereof from the Ministry.

16. CONSULTANT'S EMPLOYEES

16.1 Anyone employed by the Consultant in any position shall be employed at the Consultant's own expense and the Consultant alone shall be liable for any claims arising from its relationships with them.

16.2 Persons employed by the Consultant shall be deemed in all respects to be employees or agents of the Consultant alone. The Consultant shall bear the obligation to pay their salaries, insurance premiums, National Insurance payments, recuperation payments, overtime hours, parallel tax, payments to a compensation or insurance fund, payments for sickness or in respect of childbirth and all such other payments for which the employer is responsible under any law or agreement or in accordance with the requirements of the employee's organization to which those employed by the employer belong.

16.3 The Consultant undertakes to ensure safety conditions and to ensure conditions for safeguarding the health of its employees as required under any law, and in the absence of any legal requirement - as shall be required by a Labor Inspector within the meaning thereof in the Labor Inspection (Organization) Law, 5714-1954.

16.4 Replacement of any team member (whether or not employed directly by Consultant) at the initiative of the Consultant, may be only by a substitute team member with equivalent or additional knowledge and experience, and is contingent upon obtaining prior written consent of the Supervisor.

16.5 The Supervisor may demand the replacement of any team member (whether or not employed directly by Consultant), and the Consultant will have to replace him

with a different team member of equivalent or additional knowledge and experience, within 60 days of said request for exchange. Any substitute of a team member must be approved in advance by the Supervisor.

16.6 All eligibility criteria, requirements and obligations set forth in the Tender and this Agreement with regard to the Consultant's team members, shall apply to new team members, Replacement of a team member shall not alter the hourly rate paid for such team member's work, even if the replacement's credentials are higher.

16.7 The Consultant shall ensure that all team members coming to Israel for the purpose of the Services, have obtained all requisite permits and authorizations prior to their arrival in Israel. The Consultant shall promptly provide a copy of such documents if requested by the Ministry.

16.8 In the event that a claim or demand is filed against the Ministry by an employee of the Consultant, the demand or claim shall be forwarded to the Consultant, and the Consultant shall handle it at its expense and assume any payment, compensation or cost to which the plaintiff may be entitled. The Consultant shall pay any damages or compensation that may be due to its workers, agents, or to anyone acting on behalf of the Consultant for any damage caused to them and incurred in connection with the Services, except damage caused by the willful misconduct of the Ministry.

16.9 In any instance in which the Ministry is obligated to pay such compensation or expense, the Consultant shall indemnify or compensate the Ministry for any amount that it is charged, including legal expenses and attorney fees.

16.10 Without derogating from the foregoing, where an obligation or expense which generally falls on an employer for its employees is imposed on the Ministry in relation to the Consultant or any of its employees, the Consultant shall indemnify the Ministry for any such expense or obligation, immediately upon the Ministry's first demand. Where feasible, the Ministry shall document such obligation or expense and provide a copy thereof upon written request of the Consultant.

17. ASSIGNMENT OF RIGHTS

The Consultant may not transfer or assign any rights or obligations under this Agreement, either in whole or in part, to anyone else unless having received prior, written approval of the Supervisor.

18. GENERAL

18.1 The Consultant is not an agent, emissary or representative of the Ministry unless specifically designated as such for any particular matter.

18.2 This Agreement and any orders issued pursuant to it shall not constitute nor shall they be interpreted as a Power of Attorney or as any authorization to the

Consultant or to anyone on his behalf to present himself as being empowered to undertake any legal, financial or other obligations on behalf of the Ministry and in no case and under no circumstances shall the Consultant assume responsibility for such commitments on behalf of the Ministry or purport to be authorized to do so.

18.3 The Consultant shall bear the exclusive liability for any damage to the Ministry or to any third party arising from any such representation in contravention contrary to what is stated in this Section above. Representation of the Ministry for any purpose whatsoever shall be contingent upon explicit agreement thereto by the Ministry, in advance and in writing.

18.4 If in a particular instance or instances one of the parties does not exercise its rights under this Agreement, this shall not be deemed a waiver by such party of such rights either in respect of the particular instance or in respect of future instances.

18.5 The Consultant hereby declares that he is aware that nothing in any of the provisions of this Agreement or in any provision made pursuant to it shall be construed as releasing him from any obligation or from the need under any law to obtain any license, permit or consent, or from the need to give any notification.

18.6 Any change and/or addition to this Agreement shall be valid only if made in writing and signed by both parties to the Agreement.

18.7 The Ministry will be entitled to set off any amount due to the Ministry from the Consultant, from any amount due to the Consultant under this Agreement.

18.8 Any notice from one Party of the Agreement to the other Party shall be sent by registered mail or email, as follows, or delivered by hand:

The Ministry – 7 Bank Israel St., Generi #2 Building, POB 36148 Jerusalem 9136002; Email: sagig@energy.gov.il.

The Consultant - _____; Email: _____.

Any notice that has been sent to the aforementioned addresses by registered mail, shall be deemed to have been received by the addressee within 5 business days from the date of dispatch for as long as the contrary has not been proved; if delivered by hand, notice shall be deemed received on the first business day after its delivery; if sent by email notice shall be deemed received only upon receiving telephone confirmation or written confirmation by non-automatic reply email, from the receiving party (and if not a business day – then on the first business day thereafter). Any change of address, telephone number, or email shall be binding on the other Party only if said Party is advised in writing of the change in the aforementioned details as aforesaid.

18.9 This Agreement shall be construed in accordance with the laws of the State of Israel only, without regard to its conflicts of law rules.

18.10 The competent courts in Jerusalem only shall have exclusive jurisdiction over any dispute in relation to this Agreement.

18.11 This expense shall be financed from Budget Item: [_____]

AND IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT WITH EFFECT AS OF THE DATE SPECIFIED AT THE HEAD OF THIS AGREEMENT

_____	_____	_____
General Director – The Ministry of Energy and Infrastructure	**Financial Controller – The Ministry of Energy and Infrastructure**	**Signature of Consultant and Rubber Stamp Seal**

Attorney Confirmation:

I the undersigned _____ Advocate, hereby certify that the above named signatories, _____ Identity Card/Passport No. _____, and _____ Identity Card / Passport No. _____ are known to me personally/were identified by me from their Identity Cards, have signed this Agreement in my presence on behalf of _____ (the "Consultant") and I confirm that they are duly authorized to do so and to bind the Consultant by their signatures.

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

Annex A of the Agreement: the Services (Appendix A of the Tender)

Annex B of the Agreement: the Consultant's bid

Annex C of the Agreement: the Consultant's Price Quote

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix E

To: The Tender Committee, the Ministry of Energy and Infrastructure

Re: Price Quote for Public Tender No. 27/2025 for Upstream Oil & Gas Technical Subsurface & Exploration Consulting (Lot 1)

Reminder: The "Price Quote" must be submitted as one original hard copy and one digital copy saved as a PDF file, and must be placed in a **separate envelope** within the main envelope containing the other proposal documents (see Section **שגיאה! מקור ההפניה לא נמצא.** of the Tender).

All prices proposed herein must take into account and include all taxes, charges, levies, withholding amounts and other items, all of which shall be borne solely by the Bidder, with the exception of Israeli Value Added Tax ("VAT") which shall be borne by the Ministry if applicable and required by law.

All prices must be quoted in **United States Dollars only**.

Total Price:

The price includes all the costs and expenses the Bidder may incur in fulfilling its obligations under the Agreement to provide the Services (other than visits to Israel, which are priced separately – see below):

Hourly rate for 1 working hour of an Expert:	(In words:) _____USD	(In figures:) _____USD

(If there is a discrepancy between words and figures, the amount in words will prevail)

In any case, the Price Quote for 1 WH of an Expert will not exceed 450 USD. A Price Quote that does not meet this condition will be disqualified.

As detailed in Section 5d of the Tender, hourly rates for the Project Manager, Consultants and Business Analysts are derived from the hourly rate of Experts as quoted above. Hourly rates for Israeli Experts working in Israel are at fixed rates.

The above rates are **all-inclusive**, for work hours performed. The Consultant will **not** be entitled to any other payment in respect of travel, idle time during travel, food, lodging, computer, internet, office space, telephone, fax, and other expenses, except

for a fixed sum to be paid for travel to Israel as detailed in Section **שגיאה! מקור ההפניה לא נמצא.** of the Tender.

Signature of the Bidder and Rubber Stamp Seal of the Company

_____

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix F

Attorney/CPA Confirmation of Identity of Authorized Signatories

To:

The Israeli Government on behalf of the State of Israel through the Ministry of Energy and Infrastructure

Re: Tender no. 27/2025 for Upstream Oil & Gas Technical Subsurface & Exploration Consulting (Lot 1) (henceforth – "the Tender")

I _____, the undersigned Attorney/CPA (delete as appropriate), acknowledge that those persons listed below may commit and sign on behalf of _____ (the Bidder).

_____	_____	_____
Name	ID	Signature sample
_____	_____	_____
Name	ID	Signature sample

Sincerely yours,

_____	_____	_____
Name of Attorney/CPA	Address	Phone
_____	_____	_____
Date	License Number	Signature and seal

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix G.1

Commitment to Refrain from Conflicts of Interests

(to be completed by Consultant and each designated team member)

Made and signed in _____ (place) on _____ (month) _____ (day) _____ (year)

By _____

Identity Card No. /Passport no._____

Address _____

Whereas The Ministry of Energy and Infrastructure is receiving my services under Tender no. 27/2025 for Upstream Oil & Gas Technical Subsurface & Exploration Consulting (Lot 1) (the "**Services**"); or

Whereas I am employed/contracted in connection with the Services; and

Whereas I may be in a situation of conflict of interests during the provision of Services and afterwards;

Therefore, I pledge to the State of Israel the following:

1. I hereby declare and pledge that I have not for the past 6 months and will not, during the time I participate in providing the Services, and 6 months after the termination of the Agreement with the Ministry, have a conflict of interest of any kind whatsoever with stakeholders in the area.
2. I hereby declare and pledge that I will not act on behalf of or represent any party in the field of services that are the subject of the Services, except for the Ministry, during the provision of Services between the parties and for 6 months thereafter, unless I have received the prior written approval of the Ministry. Furthermore, I pledge that I will not provide services to parties wishing to participate in a bidding process published by the Ministry, for 12 months following the termination of the Agreement with the Ministry.
3. I undertake to notify the Ministry immediately of any data or situation in which I may be in of conflict of interest, immediately upon becoming aware of such a situation, and act in accordance with its instructions.
4. I hereby declare and undertake to inform the Ministry in advance of any intention by me to make contact with any party stated in sections 1-2 above, and to act in accordance with the Ministry's provisions on the matter. The Ministry may refuse

to grant me permission to contract with said party or grant permission subject to terms and conditions that will ensure the avoidance of conflict of interest, and I pledge that I will act in accordance with these instructions, in this regard.

Date: _____

Full Name: _____ Signature (and seal): _____

Attorney Certification

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

Date: _____ License number: _____

Full name: _____ Signature and seal: _____

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix G.2

Questionnaire Regarding the Absence of Conflicts of Interests

(to be completed by Bidder and each designated team member)

Bidder's Name: _____

Name and position of Declarant\s: _____

In order to examine a possible conflict of interest, please detail any past (5 years), present or future, contacts and\or associations where the Declarant and\or any of its employees, has a role and\or ownership that are associated with the services required by the Ministry (if necessary attach a list).

- ☐ No such contacts exist
- ☐ Below is a list of contacts

Name of Entity	Entity's field of Activity	Area in which the service was provided	Period of work with the entity

I the undersigned _____ Passport No. _____ declare that:

1. All information and details submitted by me in this questionnaire are full, accurate and true.
2. I hereby undertake to update the Ministry of Energy and Infrastructure of any change in the details and the information submitted herein;
3. I undertake to refrain from dealing with any matter that might constitute a conflict of interests between the provision of services to the Ministry and my other occupations until instructed otherwise by the Ministry.

_____ _____

Date Signature (and Seal)

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix H.1

Confidentiality and Information Security Undertaking by Consultant

Date: _____

To: The Ministry of Energy and Infrastructure

Whereas: The company _____ (hereinafter: "the **Consultant**") has proposed to provide the Ministry of Energy and Infrastructure with certain professional services (hereinafter: "the **Services**") as described in the Agreement between the parties; and

Whereas: The Consultant and\or its employees and\or anyone working on its behalf may be exposed to information as described below:

Accordingly, the Consultant undertakes towards the Ministry as follows:

1. The Consultant is aware that the Information as defined below is sensitive information. In addition, the Consultant is aware that the databases and documents of the Ministry include among other things, personal information and sensitive data that are protected under the laws of privacy and that the delivery of said Information to Consultant is based on the Consultant's declarations and obligations as set forth in this statement.
2. The Consultant declares that it is familiar with the provisions regarding confidentiality set out below and that its obligations under section 27 of the Penal Code (State Security, Foreign Relations and Official Secrets, 5717 - 1957,) are clear to the Consultant and it is bound to uphold the obligations toward the State of Israel and\or the Ministry of Energy and Infrastructure.
3. The Consultant is aware that misuse of Information disclosed to its employees and\or anyone working on its behalf, is against the law and may result in civil and criminal claims against the Consultant and\or its employees and\or anyone working on its behalf. Furthermore the Consultant is aware that failing to fulfill its obligations according to this statement constitutes a violation of the Penal Law 5737 - 1977.
4. The Consultant shall at all times, keep in strict confidence, and not publish in any form, not remove from its possession, or transfer directly and\or indirectly, any Information and any trade secret of any kind that comes to its attention and/or its disposal by any means.

The meaning of Information in this statement is: "any information, know-how, knowledge, trade secret including technical, professional, financial and trade-related knowledge, document, clients, correspondence, program, data, model, work techniques, review, conclusion relating to the Ministry's activities directly or indirectly, and anything else that may be connected or related to the provision of the Services or received during this time, whether disclosed by the Ministry and/or any other entity and/or on its behalf, whether written or oral and/or in any manner or form, whether or not labeled as "confidential".

For the avoidance of doubt it is clarified that the Information does not include that which is in the public domain and\or became public knowledge without breach of a confidentiality obligation; information that the Consultant had in its possession before receiving it as part of the Services or developed independently by Consultant without dependency on the confidential Information; and\or provided to the Consultant and\ or anyone on its behalf by a third party without breach of a confidentiality obligation.

5. The Consultant shall take all necessary measures to prevent the transfer of Information and\or its disclosure to people and\or other entities.
6. The Consultant shall not use the Information at any time, in any manner, except for the purpose of providing services to the Ministry only.
7. The Consultant shall not remove Information from the Ministry premises without the explicit approval from an authorized representative of the Ministry.
8. The Consultant shall not connect its computers, electronic components and\or any type of portable digital media (such as PDAs, Disk On Key, mobile phone) nor those of any employee and/or anyone working on its behalf, to the Ministry's network unless receiving explicit approval from an authorized representative of the Ministry.
9. The Consultant shall not operate, install or copy to the Ministry's computers any software program or file that was not provided to the Consultant by the Ministry or not explicitly approved by an authorized representative of the Ministry.
10. The Consultant shall take strict precautions, and perform all necessary actions to maintain all aspects of Information security.
11. Without derogating from generality the Consultant is bound to the Ministry as follows:
    a. To strictly store all Information or any other information requiring safeguarding, in a safe and\or a locked room.

b. In case of provision of services on the premises of the Ministry - to keep confidential the authorization password (in the event this is given to the Consultant's employees), lock screens and workstations whenever the employee leaves the workstation and turn off computers at the end of the work day.

c. Shred any information that is no longer required for the provision of services by the Consultant to the Ministry.

12. The Consultant shall immediately report to the Ministry any case where there is a concern that a contractual obligation, including an obligation in this undertaking, has been breached.

13. The Consultant shall maintain the integrity of the platform\document\system on which Information will be provided from time to time as part of the Services. On request the Consultant shall transfer and\or return to the Ministry the complete platform\document\system transferred to the Consultant and any product of processing performed based on the Information, and in any case shall not copy and save it in any form or manner after receiving the said request.

14. The Consultant shall disclose the Information only to those employees and\or representatives acting on its behalf that require it to perform the services ("need-to-know basis").

15. The Consultant shall ensure that its employees and\or service providers and\or its representatives and/or anyone providing part of the Services to the Ministry on the Consultant's behalf, to execute the undertaking – attached as **Appendix H.2** of the Tender. In any case, it will be the Consultant's responsibility to the Ministry to assure that the recipients of such information adhere to information security as required by the provisions of this undertaking.

16. The Consultant is aware that it is absolutely forbidden to remove any type of information (including media, hardware and software) from the premises and domain of the Ministry and it is committed not to do so without the Ministry's explicit consent in writing and in advance.

17. The Consultant is aware that the entrance of any privately owned software and\or hardware to the Ministry premises is absolutely forbidden.

18. The Consultant shall be liable for any tort, breach of contract and otherwise in accordance with the law, for any damage or harm caused to the Ministry and\or its customers or to any third party due to a breach of its obligations pursuant to this undertaking.

19. The Consultant's liabilities according to this undertaking are not limited in time, and continue to apply after the termination of the Agreement between the Consultant and the Ministry, and are towards the Ministry, its branches and agencies.
20. The undertakings hereunder are in addition to, and do not derogate, from provisions of the Agreement

_____

Signature and
Company Seal

By: 1. _____ **2.** _____

Attorney Certification

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

Date: _____ License number: _____

Full name: _____ Signature and seal: _____

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix H.2

Confidentiality and Information Security Undertaking

(to be completed by each designated team member and any other person/entity participating in the provision of the Services)

Agreed upon and signed in _____ (place) on _____ (month) ___ (day) ___ (year)

By: _____

Name _____

I.D. / passport No. _____

Address _____

Whereas The Ministry of Energy and Infrastructure in the name of the State of Israel is receiving services from _____ (the "**Consultant**") under Tender no. 27/2025 for Upstream Oil & Gas Technical Subsurface & Exploration Consulting (Lot 1) (the "**Services**");

Whereas I am employed by, or am a service provider of, the Consultant and will be taking part in the Services to the Israeli Ministry of Energy and Infrastructure; and

Whereas I may be exposed to trade secretes which the State of Israel is interested in protecting;

Accordingly, I undertake towards the State of Israel as follows:

Definitions

In this undertaking the following term shall have the meaning ascribed to it:

Information Any information, know-how, knowledge, trade secret including technical, professional, financial and trade-related knowledge, document, clients, correspondence, program, data, model, work techniques, review, conclusion relating to the Ministry's activities directly or indirectly, and anything else that may be connected or related to the provision of the Services, whether disclosed by the Ministry and/or any other entity and/or on its behalf, whether written or oral and/or in

any manner or form, whether or not labeled as "confidential".

The term "Information" does not include that which is in the public domain and\or became public knowledge without breach of a confidentiality obligation; information that I had in my possession before receiving it as part of the Services or developed independently by me without dependency on the confidential Information; and\or provided to me and\ or anyone on my behalf by a third party without breach of a confidentiality obligation.

I undertake:

1. Not to show or transfer, whether for the duration of the Agreement with the government or afterwards to any person or entity any Information of the Israeli Government including any Information relating to the Government in general or regarding the existence of or the provisions of the Agreement with the government or my role in providing the Services
2. Not to make use of the abovementioned Information, including duplicating, copying etc. for any other purpose than implementation of the Services;
3. I am aware that failing to fulfill my obligations to the Government according to this statement constitutes a violation of the Penal Law 5737 - 1977.
4. I am aware that the transfer of Information to anyone, without permission in writing from the Government, may cause the government significant economic damage.

This commitment will continue to apply even after the expiration of the said Agreement.

Date: _____ Signature: _____

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix I (*Israeli Bidders Only)*

Absence of convictions regarding the Foreign Workers Law - 1991 or the Minimum Wage Law – 1987

Affidavit

I _____ the undersigned, Identity Card No. / Passport No. _____ after being cautioned to tell the truth and that I can expect to incur the penalties prescribed by law should I not do so, hereby make the following declaration:

I give this affidavit in the name of _____ which is the Bidder (the "**Bidder**") who wishes to come in contract with the publisher of Tender no. 27/2025 for regulatory, economic and technical consulting services relating to the oil and gas industry in Israel.

I certify that I am authorized to give this affidavit on behalf of the Bidder.

In this affidavit, the meaning of the term "affiliated" is as defined in Section 2B of the Public Bodies Transactions Law – 1976. I confirm that this meaning was explained to me and I understand it.

(**Mark X in the appropriate box**)

- ☐ The Bidder and those affiliated with it have never been convicted under the Foreign Workers Law and the Minimum Wage Law.
- ☐ The Bidder and those affiliated with it have not been convicted more than twice under the Foreign Workers Law and the Minimum Wage Law prior to the proposal Submission Date.
- ☐ The Bidder and those affiliated with it have been convicted more than twice under the Foreign Workers Law and the Minimum Wage Law and at least one year has passed between the last conviction and the Submission Date.
- ☐ The Bidder and those affiliated with it have been convicted more than twice under the Foreign Workers Law and the Minimum Wage Law and one year has <u>not</u> yet passed between the last conviction and the Submission Date.

Attached herein my name, followed by my signature and the contents of my affidavit are true.

Date: _____

Full Name: _____ Signature and seal of Bidder: _____

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Attorney Certification

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

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

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix J (*Israeli Bidders Only)*

Compliance with the

Equal Rights for People with Disabilities Law - 1998

Affidavit

I _____ the undersigned, Identity Card No. / Passport No. _____ after being cautioned to tell the truth and that I can expect to incur the penalties prescribed by law should I not do so, hereby make the following declaration:

I give this affidavit in the name of _____ which is the Bidder (the "**Bidder**") who wishes to come in contract with the publisher of Tender no. 27/2025 for regulatory, economic and technical consulting services relating to the oil and gas industry in Israel.

I certify that I am authorized to give this affidavit on behalf of the Bidder.

(Mark X in the appropriate box):

☐ The Bidder employs no more than 25 employees, so the provisions of Section 9 of the Equal Rights for People with Disabilities Law - 1998 **do not apply to the Bidder**.

☐ The provisions of Section 9 of the Equal Rights for Persons with Disabilities Law - 1998 **apply to the Bidder and it complies with them**.

(In the event that the provisions of section 9 apply to the Bidder, an X must be marked in the appropriate box):

☐ The Bidder employs less than 100 employees.
☐ The Bidder employs 100 or more employees.

(In the event that the Bidder employs 100 or more employees, an X must be marked in the appropriate box):

☐ The Bidder undertakes that if it wins the Tender, it will apply to the Director-General of the Ministry of Labor, Social Affairs and Social Services for the purpose of examining the implementation of its obligations under Section 9 of the Equal Rights for People with Disabilities Law - 1998, and if necessary - receive guidelines for their implementation.

- In the past, the Bidder contacted the Director-General of the Ministry of Labor, Social Affairs and Social Services in order to examine the implementation of its obligations under section 9 of the Equal Rights for Persons with Disabilities Law - 1998, and if it received guidelines for the implementation of its obligations, it acted to implement them.

In the event that the provisions of Section 9 of the Equal Rights for Persons with Disabilities Law - 1998 apply to the Bidder, the Bidder undertakes to transfer a copy of this affidavit to the Director General of the Ministry of Labor, Welfare and Social Services, within 30 days of the Effective Date of contract pursuant to this Tender.

Attached herein my name, followed by my signature and the contents of my affidavit are true.

Date: _____

Full Name: _____ Signature + seal of Bidder: _____

Attorney Certification

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

Date: _____ License number: _____

Full name: _____ Signature and seal: _____

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix K – Performance Guarantee

To:

The Israeli government on behalf of the State of Israel through the Ministry of Energy and Infrastructure

Name of Bank:	
Telephone Number:	

Letter of Guarantee

Dear Sirs,

Re: Guarantee No. _____ For sum of 50,000 US Dollars

As requested by _____ (the "Company"), we guarantee upon request to settle any amount up to the total of 50,000 US dollars (in words: fifty thousand US dollars) under the conditions specified below that you may demand from the Company in relation to the provision of Upstream Oil & Gas Technical Subsurface & Exploration Consulting services, pursuant to Tender 27/2025. We undertake to pay you this amount within 7 days after receipt of your first request in writing, without imposing upon you to establish or justify your demand and without the right of the Company to dispute or question such demand.

You may exercise this guarantee in parts from time to time, provided that the aggregate sum to be paid shall not exceed the above-mentioned limit.

We hereby agree that any part of the Agreement may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Company, without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, except where the guarantee amount is to be changed.

This guarantee will remain in effect until the date ________ inclusive, and any request must reach us in writing [*for non-Israeli banks insert:* at our Israeli branch on _____] by this date. Any demand that arrives after the above date will not be granted.

This engagement is governed by the Israeli Law, and the place of jurisdiction is Jerusalem, Israel.

This guarantee is nontransferable.

Date: _____ Branch: _____

Full Name: _____ Signature and seal: _____

1.

1.2 Professional Prequalification Conditions (Lot 2)

a. In light of the complexity and scope of the Services, the Bidder must have the following minimum qualifications:

1) The Bidder has at least 10 years of proven experience in providing consulting services in the oil and gas industry, in accordance with the Services specified in Appendix A, as pertains to Lot 2 (the "**Field**").

2) During the 5 years prior to the Submission Date, the Bidder has successfully provided consultancy services in the Field, to at least 3 different clients, and received a consultancy fee during this period (or part thereof) of no less than 1,500,000 US Dollars from each client.

3) During the 5 years prior to the Submission Date, the Bidder has successfully provided consultancy services in the Field, to at least 2 different clients that are governments and/or national and/or regional regulators, and received a consultancy fee during this period (or part thereof) of no less than 500,000 US Dollars from each client.

It is clarified that:

(a) consultancy services to a client that meets the conditions of both subsections 1.2a(2) and 1.2a(3) will be counted towards both qualifications; And

(b) the Bidder itself (i.e the bidding entity that will be performing the Services, and not a partner, shareholder or affiliate of the Bidder) must meet the qualifications in subsections 1.2a(1), 1.2a(2) and 1.2a(3), with the exception that past experience/service of a wholly owned subsidiary shall be counted towards the required experience/service of its parent company (which is the Bidder in this Tender).

4) The Bidder is not a special purpose company or any other type of entity established solely for the purpose of participating in this Tender and providing the Services.

b. The Bidder's professional team for the provision of the Services shall include a Project Manager and at least two (2) Experts, as specified below:

1) **Project Manager -** A Project Manager that has:

a. proven experience as a senior exploration executive, or a petroleum engineer, or a petroleum economist, or other expertise with in-depth knowledge and understanding of the responsibilities and functions of regulators, stake holders, operators and service companies in the Field; and -

b. at least 15 years of experience in project management in the Field, including at least 7 years of experience in providing consulting services to governments and/or regulators and/or international oil companies;

2) **Experts -** experts with proven knowledge and experience as follows (each an "**Expert**"):

a. Expert in regional, national and international oil and gas legislation and/or regulation, with at least 10 years of experience in the Field;

b. Petroleum economist or other expert on petroleum economics and finance, with at least 10 years of experience in the Field.

c. The Project Manager may also be designated as one of the Experts if he or she complies with the required qualifications. Therefore, the professional team must include at least two members if the Project Manager is also designated as an Expert, and at least three Members otherwise.

d. An Expert is not required to be an employee of the Bidder, and may instead be a service provider of the Bidder. A Bidder wishing to designate an Expert who is not an employee, shall attach to its proposal a duly signed contract between the Bidder and the contracting Expert, regarding the Services which will be provided by the contracting Expert.

e. In addition to the Project Manager and Experts, a winning Bidder may also employ Consultants and/or Business Analysts in the course of providing the Services, as is elaborated in Section 6 below. However, the identity of the Consultants and/or Business Analysts is not required to be presented as part of the Bid.

f. Each designated team member must be available for traveling to Israel in order to provide the Services, within 5 business days from the date of the Ministry Representative's request.

Failure to satisfy one or more of the Prequalification Conditions will result in the disqualification of the bid.

g. The Bidder shall demonstrate its compliance with the above Prequalification Conditions, by providing documents detailing its relevant experience, by years.

h. For each designated team member, the Bidder shall also attach the following documents:

1) A CV;
2) Certificates indicating education;
3) Relevant documentation indicating experience.

i. The Bidder shall provide, for itself and separately for each designated team member, a table, in the format below, listing all previous jobs/projects and relevant experience of each of the designated team members, along with the job description, the date of its execution, list of references and contacts of clients for whom work was carried out together with details of how to contact them, as detailed below.

Subject/description of job	Duration/ year job was executed	Name of client	Scope of work	Name of contact	Phone + cell phone

A similar table shall be provided in relation to previous jobs/projects of the Bidder itself.

j. The Ministry may refer to any contacts/clients from the provided list or any other clients based on any existing information, or information arising from the proposal or from its review, in order to assess the degree of customer satisfaction from the services provided by the Bidder and/or relevant designated team member.

k. If possible, and to facilitate demonstrating compliance of the designated team member with the Tender's requirements herein, please attach examples of relevant work carried out by the Bidder and designated team members.

l. The decision whether the Bidder or a designated team member fulfills the experience requirements, including the decision whether the demonstrated

experience is relevant experience under the requirements, is subject to the sole discretion of the Tender Committee.

1.3 Conflict of Interest

a. The Bidder and each of its designated team members shall declare and commit that they are not under any conflict of interest between the services they currently provide and Services required by the Ministry under this Tender. The Bidder and each designated team member will answer a questionnaire regarding conflict of interest.

b. The Bidder and each of its designated team members will list all professional, business, economic and personal relationships during the past 5 years, which may create a conflict of interest with the provision of Services required by the Ministry within the framework of this Tender (in this regard, Bidder should also refer to its affiliates or any corporations associated with the Bidder).

c. The Tender Committee may disqualify any proposal that it deems to have potential for a conflict of interest. The Committee may also reach an arrangement with the winning Bidder in order to prevent conflicts of interest, all according to its sole discretion.

d. The Bidder and each of its designated team members shall have not performed, and will not undertake to perform, any similar Services required under this Tender to any client in the territory of Israel, other than the Ministry, during the 6 months' period prior to the proposal Submission Date, during the Term of the Agreement, and for a period of 1 year after the termination of the Agreement.

   For a binding version of aforementioned commitment and questionnaire regarding the absence of conflicts of interests – see Appendices G.1. and G.2. of this Tender.

2. General Conditions Pertaining to the Performance of the Services

a. On behalf of the Ministry, the Head of the Regulation Department of the Natural Resources Administration, or anyone appointed on their behalf, shall be the Ministry Representative responsible for ensuring performance of the Services subject to this Tender (hereinafter, the "**Supervisor**").

b. Services will be provided by the winning Bidder and any service providers on its behalf, as approved by the Ministry, in accordance with the terms and conditions of the Tender, to the satisfaction of the Supervisor.

c. The winning Bidder and anyone on its behalf shall undertake to provide the Services with expertise, professionalism and skill according to commonly accepted professional standards.

d. The winning Bidder and anyone on its behalf will not be entitled to transfer or assign its rights according to this Tender, in whole or in part, to any third party, without receiving prior written consent of the Ministry.

e. Only team members who were designated by the Bidder in its proposal under this Tender, or later approved by the Ministry, shall supply the Services. Replacement of any designated team member at the initiative of the winning Bidder, may be only by a substitute employee/s with equivalent or additional knowledge and experience, and is contingent upon obtaining prior written consent of the Supervisor.

f. The winning Bidder may be asked to provide services, which may necessitate services to be provided by a subcontractor, approved in advance by the Ministry and contracted by the winning Bidder. For more information see Section **שגיאה! מקור ההפניה לא נמצא.** of the Agreement.

g. The Supervisor may demand the replacement of any team member, and the winning Bidder will have to replace him with a different team member of equivalent or additional knowledge and experience, within 60 days of said request for exchange. Any substitute of a team member must be approved in advance by the Ministry.

h. The winning Bidder undertakes to maintain the confidentiality of any information to which it is exposed to due to the provision of the Services, both during the term of the Agreement as well as after its termination. The winning Bidder will also ascertain that all team members and additional service

providers on its behalf under this Agreement, will not disclose any information regarding their activities for the Ministry, neither to parties that are not related to the winning Bidder nor to any party within the winning Bidder that is not directly involved in the provision of Services in connection with this Tender, and will ensure that each signs a confidentiality undertaking, as detailed in Section **שגיאה! מקור ההפניה לא נמצא.** of the Agreement.

For a binding version of aforementioned Confidentiality Undertaking – see Appendices H.1 and H.2.

i. All and any work products, at any stage, produced by the winning Bidder to any extent, shall belong exclusively to the Ministry. It is hereby clarified that the work of any type, and all its products and copyright, shall be the sole property of the Ministry, and the winning Bidder will not be entitled to make any use of them without express prior written consent from the Ministry. The right to publish any materials and products is given only to the Ministry, and the winning Bidder will not be entitled to make use of them without prior written consent from the Ministry.

j. The winning Bidder must be ready to commence provision of Services immediately upon the signing of the Agreement by the Ministry.

k. The Commissioner may communicate in writing with bidders after the Closing Date if and to the extent that their bid requires clarifications.

l. The publication of this Tender, including all information included in the Tender or shared as part of the bidding process, is not intended to give rise to or create any representation, undertaking or warranty on behalf of the Ministry, or anyone on its behalf with respect to the Tender.

m. The Ministry does not represent or warrant that the information contained in this Tender or any other information which is made available to participants is either complete or accurate. The bidder acknowledges and agrees that the Ministry shall not be held responsible or liable in case of any incompleteness or inaccuracy, and waives any claim or demand of any kind in this regard.

n. The Ministry and the Commissioner reserve the right, at their sole discretion, to:

    1) modify this Tender at any stage prior to the Closing Date. Modifications will be posted on the Ministry website and will become part of this Tender;

2) cancel the Tender, including after the Closing Date;

3) accept a Bid despite of any minor irregularity or failure of a bidder to comply with the terms and conditions of this Tender;

4) change any date that has been set for this Tender. The date change will be posted on the Ministry website.

o. Participants will not be entitled to any payment for the information provided by them in this process.

p. All expenses incurred by a participant or anyone on its behalf will be borne solely by the participant. Participants will not be entitled to any reimbursement or compensation for expenses with respect to their participation in this Tender.

3. Agreement

a. An Agreement will be signed with the winning Bidder for performance of the Services, as attached hereto as **Appendix D** ("the **Agreement**"). The terms of the Agreement as set forth in **Appendix D** are an integral part of this Tender and its terms. The Bidder must submit an executed copy of the Agreement, including appendices, with its proposal. It is made clear that a separate Agreement in accordance with Appendix D will be signed for each Lot.

b. The term of the Agreement shall be for 12 months, and the Ministry shall have the sole option to extend the duration of the Agreement for additional periods up to a total of 6 years, by prior written notice by the Ministry (without the need for both parties to sign an addendum to the Agreement).

c. Notwithstanding any other provision, the Ministry shall be entitled to terminate the Agreement, according to its sole discretion, by giving written notice to the winning Bidder 30 days in advance.

d. For the avoidance of doubt, it is hereby emphasized that the Ministry is not obligated to any minimum volume of services.

4. Structure of the Proposal and the Manner of Submission

a. The proposal shall be submitted in 1 paper copy + 1 copy on digital media in a searchable PDF format. All documents of the proposal must be provided in the English language only.

b. The proposal must be submitted in accordance with all the Tender requirements, specifying the lot for which the bid is submitted, and shall include:
   1) All documents and references required as evidence of compliance with the Prequalification Conditions, including a list of the designated team members (Project Manager and Experts) and the documentation and information detailed in all subsections of Sections 1.1 and **שגיאה! מקור ההפניה לא נמצא.** above (including **Appendices** I **and** J).
   2) Method of Approach as requested in Section A.3 of **Appendix A**.
   3) Details of Bidder form attached as Appendix B.
   4) Confidential parts of Bidder's proposal in the form attached as Appendix C**.**
   5) An executed copy of the Agreement (Appendix D of the Tender): (a) initialed by the authorized signatories on each page, and (b) full signatures and the Bidder's stamp on signature page of Agreement.
   6) The Bidder's Price Quote on Appendix E.
   7) Lawyer\accountant confirmation to the identity of the authorized signatories on the Bidder's behalf and a sample of such a signature\s, in the form attached as Appendix F.
   8) An executed copy of the following appendices of the Tender (which all form a part of the Agreement): **Appendices** G.1**,** G.2**,** H.1**,** H.2**:** (a) initialed by the authorized signatories on each page, and (b) full signatures (and the Bidder's stamp where required).

Note that Appendix K (the Performance Guarantee) needs not be submitted with the proposal.

c. The material must be inserted into a sealed envelope marked with the Tender and Lot number only. Name of Bidder will not be specified on the envelope. Within this outer envelope will be 2 sealed inner envelopes:
   3. One will include all parts of the proposal, **except for** the Price Quote. This envelope will be titled: "Detailed Proposal without Price Quote".
   4. The second sealed and separate inner envelope will include the completed Price Quote form - Appendix E. This envelope will be titled: "Price Quote".

d. The deadline for submission of proposals is October 15, 2025, at 14:00, Standard Israel time (the "**Submission Date**"). An envelope containing the proposal documents must be placed in the Tender box located at the Ministry of Energy and Infrastructure, 7 Bank Israel St., Jerusalem, Floor -1. **Proposals submitted after the Submission Date will be disqualified**.

e. If the Bidder decides to submit its proposal by courier, including by mail, it should put the outer envelope into a second envelope with instructions to courier "*Please place in the Tender Box*." The Bidder must be aware that the Ministry is in no way responsible for placing the proposal in the Tender box. Any proposal received at the Ministry prior to the final submission date, but for some reason not inserted into the Tender box, shall be disqualified as a proposal not submitted on time.

5. Price Quote

a. The Price Quote shall be submitted on the form attached as **Appendix E** (to be submitted in a separate inner envelope within the proposal envelope, labeled "*Price Quote*", as detailed in Section 3c above).

b. The Price Quote shall include all expenses that the Bidder might incur in connection with performance of the Services. No additional expenses will be added to the price set forth in the Price Quote, including any expenses for purchasing any material, information, international standards, surveys etc.

c. The Bidder will indicate the cost of work: the total tariff per one (1) working hour of an Expert in US Dollars.

d. The working hour ("**WH**") costs of the Project Manager, a consultant and a Business Analyst, will be calculated according to the Expert's WH cost as follows:

i. 1 WH of a Project Manager = 1 WH of an Expert X 125%
ii. 1 WH of a Consultant = 1 WH of an Expert X 60%
iii. 1 WH of a Business Analyst = 1 WH of an Expert X 45%

For Example: should the bid per 1 WH of expert be 200$, 1 WH of Project manager would be 250$ (200$ X 1.25), 1 WH of a Consultant would be 120$ (200$ X 0.6), and 1 WH of a Business Analyst would be 90$ (200$ X 0.45).

e. The cost of 1 working hour of an Israeli expert: the hourly tariff for the work of an Israeli expert in Israel, will be in accordance with the Instructions of the Accountant General No.13.9.0.2.1 and its updates. Thus, the Bidder does not need to quote a price for Israeli experts.

f. The Price Quote must be expressed as hourly consultancy tariffs. Payment shall be made only for hours actually worked. No payment shall be made for idle time due to travel time. For the avoidance of any doubt, the Price Quote shall be valid for the entire term of the Agreement, including contract extensions.

In any case, the Price Quote for 1 WH of an Expert will not exceed 450 USD. A Price Quote that does not meet this condition will be disqualified.

g. Traveling to Israel - the nature of Services may include traveling to Israel, and winning Bidder, and each one of its designated team members should be able to travel to Israel within 5 business days' from the Ministry Representative's request, or, under special circumstances, within a different time frame mutually agreed between the Ministry and the winning bidder. The frequency of the traveling may vary depending on the nature of the services.

The consideration for a visit to Israel will be at "fixed cost" that embodies all the costs involved in the visit, including idle time, and will vary according to the location of the winning Bidder's main office, as follows:

iii. Located in Europe – 3000 USD per visit
iv. Located outside of Europe – 6000 USD per visit

Let it be noted that each visit to Israel will include at least 2 working days, 8 WH each, for which the Bidder will be paid for (in addition to the fixed cost above) according to the Bidder's Price Quote and type of team member.

6. Criteria and process of choosing the winner

Examination of the proposals will be based on the weighing of the quality and price components of the proposal.

Winner selection process will be conducted in 4 stages, as follows:

Stage 1 - Compliance with Prequalification Conditions

Proposals received by the Submission Date shall be opened (the inner envelopes containing the Price Quote shall remain sealed at this stage), and examined in order to verify whether the Bidder meets the Prequalification Conditions of the Tender as set forth in Section 1.1.

A Bidder whose proposal does not meet the Prequalification Conditions shall be deemed ineligible and disqualified from the Tender.

Stage 2 – Examination of the Quality of the Proposal (70% of the final grade)

All proposals that have been found to meet the Prequalification Conditions will be examined and evaluated based upon their quality as set forth below, and without taking into consideration the Price Quote, which shall remain sealed at this stage. Score shall be given for each of the following quality parameters, up to the maximum number of points set forth in the column on the right (the "**Quality Score**"):

Quality Parameter	**Max. Points**
The Bidder:	
The Bidder's experience in the field of the required Services with regard to Lot 2, with emphasis on the number, quality and relevance of projects performed in the 5 years preceding the Submission Date**.** For each project meeting the consultancy fee requirement in accordance with Section 1.2(a)(2) (hereinafter: "**minimal consultancy fee**") the following will be awarded up to a total maximum of 30 points: • 3 points for each project whose consultancy fee was less than double the minimal consultancy fee;	**30**

Quality Parameter	**Max. Points**
• 5 points for each project whose consultancy fee was equal to or exceeding double the minimal consultancy fee. The Ministry may, at its sole discretion, disregard projects that are deemed to be irrelevant or of low quality.	
Quality of recommendations from entities to whom the Bidder has provided services. 5 points shall be given for each recommendation from a national or sub-national regulator and 3 points shall be given for each recommendation from another entity, up to a total maximum of 10 points.	**10**
Method of Approach:	
The quality of the Bidder's suggested methodology for the required Services as described in Section A.3 of Appendix A. Up to 2 points will be awarded for each of the following components: (1) understanding of the Ministry's needs and requirements and subsequent adaptation of the methodology; (2) the existence and utilization of relevant data sources, with an emphasis on its scope and quality; (3) the role of historical and international comparison in the methodology; (4) the use of innovative methodologies; (5) the expected clarity and quality of deliverables.	**10**
Project Manager:	
Similarity, in terms of scope and type, of consultancy projects which the candidate has executed, in the 10 years preceding the Submission Date, to the requested Services with regard to the lot in question in this Tender. For each specific type of service listed in Appendix A.2 (e.g., "Assistance in selection of bid blocks and exploration targets"), one point will be given for each project which the candidate has executed, up to a total maximum of 10 points. It is made clear that one project may be used to prove experience in more than one type of service. The Ministry may, at its sole discretion, disregard types of service where the applicable project is deemed to be irrelevant.	**10**

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Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Quality Parameter	**Max. Points**
Knowledge and experience in providing consulting services to governments and/or regulators in the Field, and/or international oil companies. For each project meeting the consultancy fee requirement in accordance with Section 1.2(a)(2) (hereinafter: "**minimal consultancy fee**") the following will be awarded up to a total maximum of 10 points: • 1 points for each project whose consultancy fee was less than double the minimal consultancy fee; • 2 points for each project whose consultancy fee was equal to or exceeding double the minimal consultancy fee. The Ministry may, at its sole discretion, disregard projects that are deemed to be irrelevant or of low quality.	**10**
Experts:	
Similarity, in terms of scope and type, of consultancy projects which the experts have executed in the 10 years preceding the Submission Date, to the requested Services in this Tender. For each specific type of service listed in Appendix A.2 (e.g., "Assistance in selection of bid blocks and exploration targets"), one point will be given for each project which the candidate has executed, up to a total maximum of 10 points. It is made clear that one project may be used to prove experience in more than one type of service. The Ministry may, at its sole discretion, disregard types of service where the applicable project is deemed to be irrelevant.	**10**
Knowledge and experience in providing consulting services to governments and/or regulators in the Field, and/or international oil companies. For each project meeting the consultancy fee requirement in accordance with Section 1.2(a)(2) (hereinafter: "**minimal consultancy fee**") the following will be awarded up to a total maximum of 10 points: • 1 points for each project whose consultancy fee was less than double the minimal consultancy fee;	**10**

Quality Parameter	**Max. Points**
• 2 points for each project whose consultancy fee was equal to or exceeding double the minimal consultancy fee. The Ministry may, at its sole discretion, disregard projects that are deemed to be irrelevant or of low quality.	
The Ministry's general impression with regard to the Bidder's work style (e.g., innovative thinking, data-oriented approach, added value) and its suitability to the Ministry's work processes	**10**
Total:	**100**

Only proposals that shall receive a Quality Score of at least 65 points (out of 100), "**Minimum Quality Score**") will advance to Stage 3 (Price Quote Scoring). Notwithstanding the foregoing:

- if after conducting Stage 2, less than three (3) bids receive the Minimum Quality Score, the Ministry may, at its own discretion, admit up to three (3) bids, regardless of them having met the Minimum Quality Score.
- if after conducting Stage 2, only one bid receives the Minimum Quality Score, the Ministry may, at its own discretion, cancel the Tender.

The Ministry may take into consideration any previous experience it or any third party has had with the Bidders, to the extent that the Ministry is familiar with any such experience.

Without derogating from the generality of the foregoing, the Ministry may subtract points if a Bidder or a designated team member has worked in the past with the Ministry as a provider of services and did not meet the set timetable and/or the standards of the required service or if there is a written negative evaluation of work performed by such Bidder or designated team member. In such a case, the Ministry is entitled (but is not obligated), at its own discretion, to provide the Bidder with the right to clarify its position, verbally or in writing, with regard to this matter.

Despite the foregoing, the Ministry may combine Stages 1 and 2 above, such that the Preliminary Qualifications check and the quality scoring will be performed in parallel.

Stage 3 –Price Quote Scoring (30% of the final grade)

After the Tender Committee approves the Quality Scores from Stage 2 of the examination, it will review the Price Quotes of proposals that received the Minimum Quality Score. Envelopes with Price Quotes of proposals which did not meet the Minimum Quality Score will not be examined.

The Price Quote will be graded based only on the proposal for 1 WH of an Expert (USD).

The lowest Price Quote received will score 100 points, while the rest of the other proposals will be scored relative to this proposal in descending order.

Establishing the Price Quote score will be as follows:

$$\textbf{Price Quote Score} = \frac{\text{Lowest Price Quote received X 100}}{\text{Price Quote of proposal being scored}}$$

Stage 4– Selecting the Winning Bidder

The final score of each proposal will be calculated as follows:

$$\textbf{Final Score} = \frac{(70 \text{ X Quality Score}) + (30 \text{ X Price Quote Score})}{100}$$

The Bidder with the highest Final Score shall be selected as the winning Bidder. The Ministry reserves the right to select the winning Bidder subject to certain conditions that it shall decide.

Notwithstanding the foregoing, the Ministry reserves the right to reject a Price Quote that it deems unreasonable for any reason, and reserves the right not to elect the Bidder with the highest Final Score, or any Bidder at all, including, *inter alia*, if the Bidder's economic and/or security examination results are not to the Ministry's satisfaction or if it finds the proposal to be unreasonable to a degree that raises concern as to the ability of the Bidder to fulfill its obligations.

7. Action Items Following Selection of the Winning Bidder

a. As a precondition to the winning Bidder's rights under the Agreement and to the Ministry's execution thereof, the winning Bidder shall provide the Ministry with the following:

1) The insurer's certificate in accordance with Section 14 of this Tender (the "**Insurance Certificate**") within 15 days of receipt of the notification that its proposal has been selected.

2) The names and relevant experience of 5 Consultants, who will be part of the designated team (in addition to the Project Manager and the Experts), each with a minimum of 5 years of experience in the Field.

The winning Bidder shall submit, together with the names and documentation for each proposed Consultant, a commitment and questionnaire regarding the absence of conflicts of interests (Appendices G.1. and G.2. of this Tender) and a confidentiality undertaking (Appendix H.2 of this Tender) signed by each of them. Each Consultant is subject to the Ministry's approval.

Consultants need not be employees of the Bidder, and may instead be service providers of the Bidder.

b. Upon receipt and approval of the documents and information detailed above, the Ministry shall sign the Agreement and return one copy to the winning Bidder. The date of the Ministry's execution of the Agreement shall be the "Effective Date" of the Agreement, however the Ministry may inform the winning Bidder that the Services will begin at a later date.

c. The initial term of the Agreement will be 12 months from the Effective Date, extendable by the Ministry for additional periods up to additional 60 months, as set forth in the Agreement. Notwithstanding the foregoing, the Ministry may terminate the Agreement at any time, at its sole discretion, by giving 30 days prior written notice.

d. The winning Bidder will be required to commence work immediately after signature of the Agreement by the Ministry.

8. Clarifications

a. A prospective Bidder requiring any clarifications regarding the Tender Documents may submit a written request for clarifications to the Ministry, addressed to Mr. Sagi Ganot at e-mail address sagig@energy.gov.il. Requests should be submitted as MS-WORD documents only. Clarification requests must be received no later than September 25, 2025 ("**Clarification Deadline**"). The Ministry will not reply to queries that will arrive later than the Clarification

Deadline. Verbal confirmation of receipt of such e-mail may be obtained at telephone number +972-74-7681536.

b. The following is the format for submission of clarifications requests:

Section in the Tender/Specification	Details of question / clarification

c. The Ministry retains the right to refrain from replying to any clarification requests if it finds that such reply may be detrimental to the Tender process, or if the request is a request to alter the Tender conditions, and not a request for clarification. The Ministry's response (including an explanation of the query but not identifying its source) will be published on the Ministry's website at the following address: http://www.energy.gov.il not later than 14 days before Submission Date.

d. Clarifications issued by the Ministry shall be deemed to form part of the Tender Documents. The Bidder may not rely on clarifications provided by the Ministry, unless such clarifications were issued by the Ministry in writing pursuant to the foregoing.

9. Non-derogation, Amendment of Flaws, Discussion with Bidders

a. The Bidder may not add to, derogate from, alter or qualify any condition of the Tender Documents.

b. If a Bidder wishes to offer comments on specific paragraphs or conditions, including a request for an amendment to the Agreement, such comments/requests shall be conveyed to the Ministry as clarification requests according to Section 7 above, such that the Ministry may consider whether or not to amend the conditions of the Tender Documents. If the Ministry agrees to amend conditions, appropriate written notice regarding the amendment shall be posted on the Ministry's website. Requests for amendments that are not listed as accepted in such postings shall be deemed denied. Any alteration or qualification to the final Tender Documents made by the Bidder in its proposal, whether made by the Bidder to the Documents themselves or by any side letter or otherwise may lead to the Bidder's disqualification.

c. If, despite the foregoing, a flaw is found in the Bidder's proposal, including any addition, derogation, change or qualification of the Tender Documents, the Ministry shall take action as it deems appropriate under the circumstances, at its sole discretion, and it may, inter alia, disqualify the Bidder or ignore such addition, derogation, change or qualification and regard them as never having been made, or accept the changes.

d. Upon submission of its proposal, the Bidder agrees that the Ministry shall be entitled, but not required, to permit a Bidder whose proposal contains a qualification, is deficient or contains any other flaws, to amend or complete its proposal, or to allow the Bidder to leave the proposal unchanged, all at the Ministry's sole discretion, and in the manner and under the conditions the Ministry may determine.

e. The Tender Committee will review the proposals and shall be entitled (but not obliged) at any time, at its discretion, to address all or any Bidders, or even any single Bidder, and request information, clarifications, additions, documents or anything else necessary in its opinion to review any specific proposal or all the proposals as a whole, whether due to a flaw in the proposal or not, either before or after the selection of the winning Bidder. Notwithstanding the above, the Committee is entitled to request an opinion from an independent body, regarding any information conveyed to the Ministry as part of the proposal. In addition, the Committee may address the Bidders or any of them, to determine its final position regarding each proposal. As part of its communication with the Bidders, the Ministry may set a timeframe for receiving additional information and the Ministry may determine that non-compliance with said timeframe may result in a decision without additional information, or even rejection of the proposal.

f. For the avoidance of doubt it is hereby clarified that the above authority to request information, amend proposals and to negotiate with one or more Bidders, does not impose any obligation on the Ministry to negotiate with any Bidder, to allow a Bidder to qualify in any way any instruction or requirement of the Tender Documents, or to change any part of its proposal.

g. The Ministry may also negotiate with the winning Bidder, in order to improve its proposal.

10. Trade Secrets

a. Bidder is requested to clearly highlight any parts in its proposal, which it believes constitute trade secrets which should not be disclosed, in a form

attached as **Appendix C** of the Tender. Please note that the Price Quote may not be included in this definition. The Bidder may not request the Tender Committee to provide details from other proposals that are parallel to any part in its own proposal, which it considers a trade secret not to be disclosed.

b. Parts that are not marked as proprietary information will be considered information that may be disclosed if necessary, including for review by non-winning Bidders in the Tender. The final decision regarding which parts of the proposal may be open for review, is the sole discretion of the Tender Committee.

11. General

a. The Ministry does not commit to selecting the proposal which receives the highest Final Score, or any proposal whatsoever.

b. In the event that the winning Bidder does not procure the documents and information required of the winning Bidder as per Section **שגיאה! מקור ההפניה לא נמצא.** above, or the Ministry does not execute the Agreement with the winning Bidder for any reason whatsoever, all other proposals shall remain valid for 90 days after receiving notice of non-winning. In such circumstances the Ministry may, but is not obligated, at its discretion, to declare the proposal with the second highest Final Score, as the winner of the Tender.

c. The Ministry reserves the right to make any changes or corrections to this Tender and its Appendices, at any time, including any of its conditions or its date of submission. Said change and / or amendment will be conducted in writing and will be posted on the Ministry's website at: www.energy.gov.il. The Bidders will be responsible for checking for such changes from time to time.

d. The Ministry may, at any time prior to the Submission Date contact additional Bidders to submit their proposals, or cancel this Tender at any stage and if cancelled - post a new Tender instead of this Tender, as it sees fit at its sole discretion. In any case, the Bidders, and only they, will bear all expenses in connection with the Tender.

e. The Ministry shall not be liable for any expense or damage that may be caused to a Bidder due to or in connection with this Tender, and in particular due to not being awarded the contract, the amendment of the Tender documents or the cancellation of the Tender process for whatever reason.

f. The Ministry may, if it determines that there are special circumstances, accept a proposal even if it does not meet the some technical or formal requirements.

g. In special cases and under circumstances that shall be recorded, the Tender Committee reserves the right to conduct negotiations with the Bidders whose proposals fulfilled all threshold conditions.

h. Any commitment on behalf of the Ministry towards the winning Bidder will become final only upon signing of the formal Agreement by the authorized signatories on behalf of the Ministry.

i. Signing and maintaining the Agreement are subject to the existence of the necessary budget allocation, and to obtaining the necessary confirmations. The Ministry reserves the right to demand performance of the work in stages, according to budgetary limitations.

j. General notices applicable to all Bidders shall be posted on the Ministry's website and Bidders are responsible for periodically checking for new notices. Notices applicable to a certain Bidder only will be sent by email, to the contact person specified by the Bidder in its proposal. Notices sent by email shall be deemed received upon automatically-generated confirmation of receipt. All communications shall be in English only.

k. All Tender Documents are the exclusive property of the Ministry.

12. Jurisdiction

The Tender is governed by Israeli law, and any legal claim in connection with the Tender shall be filed only in the competent court in Jerusalem, Israel.

Sincerely,

The Tender Committee

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix A

Specifications of Work

A.1. General Background

The Ministry of Energy and Infrastructure (hereinafter - the "**Ministry**") through the Natural Resources Administration, hereby publishes a Tender for technical subsurface & exploration services in the oil and gas industry in Israel.

The first natural gas discoveries offshore Israel, Noa and Mari-B, were made in 1999 and 2000 respectively. Commercial production of natural gas production from Mari-B field commenced in 2004, primarily sold to the Israel Electric Company for electricity generation.

Following the Noa and Mari-B discoveries, exploration for natural gas in the Israeli EEZ was accelerated. 2009 saw the discovery of the Tamar field, estimated to contain ~280 BCM of recoverable gas reserves, as well as the smaller Dalit field, southeast of Tamar, with an estimated amount of 8 BCM of gas. In 2010, the Leviathan field, estimated to contain ~500 BCM of recoverable gas reserves, was discovered. Since then, several more discoveries were made in the Israeli offshore, such as Karish, Tanin, Shimshon, Katlan and Drakon.

At present the total amount of recoverable gas reserves found offshore Israel is estimated at 850 BCM. Production from the Tamar, Leviathan and Karish fields started in 2013, 2020 and 2022 respectively. In 2024, around 27 BCM were produced from Israeli fields. Over 50% of this amount was consumed in the Israeli domestic market, primarily for electricity generation, where natural gas now constitutes over 70% of total production, in addition to some industrial use. The rest was exported to Egypt and Jordan.

From 2016 to 2022, the Ministry launched four offshore bid rounds, offering blocks for bidding. These bid rounds have resulted thus far in the award of 18 exploration licenses and the drilling of five exploration wells, with a 100% success rate in the discovery of natural gas. More information on the Israeli oil and gas market and the offshore bid rounds can be found at energy-sea.gov.il.

The main client for this Tender is the Petroleum Unit at the Ministry, which regulates upstream and some midstream oil and gas activity in Israel, including exploration, production and export.

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A.2. Description of Services

1. Regulations governing the performance of oil and gas operations offshore and onshore

   Services may include, without limitation, the following subjects:

   a. Assessment and gap analysis of the current Israeli petroleum regulations regarding oil and gas, in light of existing regulations in other OECD members.
   b. Review of the most up-to-date international, national, and/or regional regulations on oil and gas operations and on safety and environmental management, in force in the world's major energy producing and/or exporting nations, that will include, without limitation, the following states/regions: offshore U.S.A. (30 CFR 250), Norway, Great Britain, Canada and Western Australia.
   c. Consulting regarding regulatory framework and documentation for Israel that will encompass all aspects of oil and gas operations and safety and environmental management, onshore and offshore.
   d. Incorporation, adaptation, and/or implementation of the relevant international codes and protocols reviewed as contemplated in sub-section (b) of this list, in a manner that will be best suited for the Israeli situation.
   e. Consulting regarding new regulations, guidelines and instructions that will be issued by the Israeli Petroleum Commissioner.

2. Policy and regulations for granting of permits, licenses and leases.

   Services may include, without limitation, the following subjects:

   a. Assessment and gap analysis of the current licensing procedures in Israel, in light of licensing procedures in other OECD members.
   b. Review of international, national and/or regional licensing methods.
   c. Recommendations for adaptation of new licensing method that will be best suited for the Israeli situation.
   d. Assistance in preparation and marketing of future licensing rounds.
   e. Review of potential bidders to future licensing rounds, both operators and financial investors, and management of Israel's petroleum assets.
   f. Data management.
   g. Consulting regarding a new set of regulations, guidelines and instructions that will be issued by the Petroleum Commissioner in accordance with the Israeli Petroleum Law and its regulations.

3. Strategy, economic, business and commercial analysis

   Services may include, without limitation, the following subjects:

   a. Assessment of current trends in the global oil and gas E&P industry.
   b. Developing strategy to attract investments in existing oil and gas assets.
   c. Assistance in attracting investments in new exploration activity onshore and offshore.
   d. Strategies to increase local demand for natural gas.
   e. Review of potential or planned upstream and midstream projects (including export routes), technologies and potential global and regional markets.
   f. Assessment of Israel's current fiscal regime for E&P activity in light of similar fiscal regimes in other OECD members.
   g. Evaluation of gas contracts and assessment of risk in developing deep-water gas resources.
   h. Any other advice regarding strategy, economics, fiscal, business and commercial aspects of the oil and gas industry.

4. Miscellaneous

   Services may include, without limitation the following subjects:

   a. Training for Ministry personnel regarding different aspects of the oil and gas industry.
   b. Helping the Ministry in planning of international activities, including bid rounds, road shows, conferences etc.
   c. All other regulatory, strategic or commercial advice that may be requested by the Ministry.

Note: In coordination with the Consultant, the Ministry may require services on other issues related to the field of oil and gas that are not included in this Section.

A.3. Method of Approach

The Consultant will provide a narrative response that describes its organization's overall method of approach for providing the required services as detailed in Section A.2. above. The methodology will be graded as part of the Bidder's proposal assessment.

A.4. Description of the work process of the performance of the Services:

1. At any time commencing with the Effective Date, the Ministry, through the Supervisor (as defined in Section **שגיאה! מקור ההפניה לא נמצא.** of the Tender), may issue written requests for a consulting task/project ("**Work Order**") related to the subjects specified in Section A.2.
2. The Work Order may include subjects that are not included in Section A.2. but which are within the scope of the services requested under this Tender.
3. The Project Manager shall respond in writing, within 7 working days, confirming the acceptance of the Work Order and describing a proposed proposal for the execution thereof that will specify the Consultant's approach, including the number of work hours to be invested in the execution of the project, estimated duration, timeline and final deliverables.
4. In the proposed plan, the Project Manager will assign the Experts that will carry out the consulting task.
5. The Ministry through the Supervisor shall approve in writing the proposed plan and assigned Experts prior to commencing any work.
6. The Ministry may request to modify the proposed plan for the execution of the task.
7. The Ministry may request to conduct a kick-off meeting in Israel with the Project Manager and assigned Experts.
8. Apart from the procedure described above, the Ministry may request advice from the Consultant in respect of any aspect of the Services, by means of either telephone, e-mail correspondence or video conference.
9. Unless otherwise decided, the Project Manager will be the single point of contact between the Ministry and the Consultant. The Project Manager will be responsible for coordinating the Consultant's work vis-à-vis the Supervisor, responsible for keeping the records, preparing and approving the professional reports. The Project Manager will participate in meetings with the Supervisor and will manage the Consultant's work in all aspects of the Services.

A.5. Consideration, Schedule and Milestones for Payment

1. The Services will be executed on a project basis and will consist of three phases: Initiation, Planning, Execution.
2. Each of the projects will be initiated by the Ministry, but may be proposed, also, by the Consultant. The Ministry will specify a description of initiated project which will be forwarded to the Consultant. At the start of the project planning process, the Consultant will provide the Ministry with its project proposal, which shall include: a technical description of the project/methods, scope of work, milestones, expected deliverables, forms of the reports, and budget. If the Ministry agrees with the proposal, it will issue an approval in writing.

Following such approval, the Consultant may execute of the project. Execution, monitoring and completion shall be executed in accordance with the scope, budget, deliverables and reporting requirements described in the project proposal, as accepted by the Ministry.

3. The Ministry's approval of the scope of working hours detailed in the project plan does not in any way constitute any commitment by the Ministry to secure services from any of the team members for any minimal number of work hours. Furthermore, the Ministry shall be entitled to set the quota of hours required for each task at its own discretion.
4. The time dedicated to preparing and presenting the project proposal will **not** be compensated for by the Ministry.
5. For complex projects, the Ministry may require a preliminary report regarding project feasibility or the execution of a pilot project to determine applicability of methodology. Results will be utilized by the Ministry to determine moving forward on full project execution.
6. The Ministry may determine which of the team members will be assigned to each of the tasks defined by the Ministry.
7. Payments will be made upon attainment of the milestones described in each project plan, and subject to the scope (estimation of working hours for the project, for each type of team member) as approved by the Ministry, and following approval of the Ministry of the deliverables of such milestone.
8. As detailed in Section **שגיאה! מקור ההפניה לא נמצא.** of the Tender, payment will be based on the number of man-hours invested and the Price Quote in the Tender, not to exceed the scope approved by the Ministry.
9. Upon request of the Ministry, the Consultant will submit a weekly status report each Monday which includes a list of major activities and any major deviation from the project proposal as approved by the Ministry.
10. The Consultant will submit on the last day of each month a "Monthly Work Report" detailing the activities performed within the planned scope of the projects as approved by the Ministry, all in accordance with Section 7.6 of Appendix D.
11. In case the Consultant will advise the Ministry in planning and execution of activities outside Israel, expenses borne by the Consultant and pre-approved by the Ministry, will be paid "back to back" to the Consultant upon receipt of an appropriate invoice.

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Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix B

Details of Bidder

To:

Tender Committee Coordinator in the Ministry of Energy and Infrastructure

Dear Madam,

Attached are details regarding our company and contact information for our contact person for the purpose of this Tender:

Company Details	
Company Name	
Company tax or ID number	
Address	
Telephone	
E-mail	
Website	

Contact Person Details	
Role in the Organization	
Full name	
Division\Department\Unit	
Address	
Telephone	
Mobile Phone	
E-mail	

Date: _____

Full Name: _____ Signature and seal: _____

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix C

Confidential Parts of the Proposal

I hereby request that right of review of my proposal will not be applied to following sections of my proposal, as they constitute professional trade secrets:

Page ____, in the matter of _____.
Reason:
_____.

Page____, in the matter of _____.
Reason:
_____.

Page____, in the matter of _____.
Reason:
_____.

Page____, in the matter of _____.
Reason: _____.

And also from page ____ , in the matter of _____,
until page ____, in the matter of
_____ .
Reason:
_____.

I agree that whether or not the Ministry accepts my request, the same sections will be deemed confidential in all other proposals submitted under this Tender, and I shall not be allowed to review them. I understand that the above requests for confidential treatment shall not be accepted if reasoning isn't provided.

Bidder's Signature:
_____ _____ _____

Bidder's Name Date Signature and Seal

Appendix D

State of Israel
Ministry of Energy and Infrastructure

Services Agreement

as part of Tender 27/2025

Which was entered into on the ____ day of _____ (the "**Effective Date**")

BETWEEN

The Government of Israel on behalf of the State of Israel through the Ministry of Energy and Infrastructure represented by the Director General of the Ministry of Energy and Infrastructure together with the Financial Controller of the Ministry of Energy and Infrastructure (hereinafter: "**the Ministry**")

OF THE FIRST PART

AND:

_____

_____

(hereinafter: "**the Consultant"**)

OF THE SECOND PART

Each may be referred to herein as a "**Party**" and collectively, the "**Parties**".

WHEREAS, the Ministry wishes to obtain regulatory, economic and technical consulting services in the oil and gas industry, as set forth in **Annex A** (which is Appendix A of the Tender) (the "**Services**"), subject to and in accordance with this Agreement and its Appendices;

WHEREAS, the Consultant represents and warrants that it possesses all the means, know-how and skill in order to provide the Services to the Ministry in such manner, at such times and under such terms and conditions as are specified in this Agreement and its Appendices; and

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

WHEREAS, the Consultant has submitted a bid pursuant to Tender no. 27/2025, along with such documents, clarifications and modifications issued or authorized by the Ministry, all as attached hereto as Annex B (collectively, the "**Tender**"), and such bid, as approved by the Ministry and attached hereto as Annex C (the "**Price Quote**"), was selected as the winning bid in the Tender;

WHEREAS Parties agree that the Services will be performed for the Ministry not as part of the usual labor relationship between an employee and an employer, but as a Consultant acting as an independent contractor, and receiving payment for performing the Services according to a special tariff that is compatible with its status as a self-employed independent contractor; and

IT IS THEREFORE BEEN AGREED AND STIPULATED BETWEEN THE PARTIES AS FOLLOWS:

1. PREAMBLE, APPENDICES AND INTERPRETATION

1.3 The preamble to this Agreement constitutes an integral part of it. In any case of conflict between the contents of the Agreement and its Appendices, the provisions contained in the body of the Agreement shall take precedence.

1.4 The section title headings serve for convenience only and shall not be used to for purposes of interpretation of the Agreement.

2. PROVISION OF THE SERVICES

2.1 The Consultant undertakes to provide the Services to the Ministry in accordance with the timetables that shall be determined by the Ministry, and all as detailed and defined in this Agreement and its Appendices (above and hereinafter referred to as: the **"Services"**); The Services to be provided shall include any other action that may be required in order to provide the Services at the standard required under this Agreement, even if such action is not explicitly mentioned in this Agreement and its Appendices.

2.2 The Consultant shall ensure that, throughout the Term of Agreement (as defined in Section **שגיאה! מקור ההפניה לא נמצא.** below), the Project Manager and each Consultant's team member will devote all the time required for the proper and complete provision of the Services, all as set forth in the Tender and the bid.

2.3 The Consultant shall supply all the Services in accordance with the provisions of all applicable laws, regulations and best practice standards.

2.4 The Consultant shall comply with the Supervisor's (as defined in Section **שגיאה! מקור ההפניה לא נמצא.** below) instructions as given from time to time in relation to any matter connected with the performance of the Services.

2.5 Any certification or approval to be issued or provided by the Ministry or the Supervisor pursuant to this Agreement, shall not be binding upon the Ministry or the Supervisor, as the case may be, unless it is in writing.

2.6 The Consultant shall not, and shall not attempt to, communicate or contact, directly or indirectly, any person and any private or public authority, organization, business or other entity in connection with the Services, except upon the Ministry's prior written approval.

2.7 The Consultant may be asked to provide services, which may necessitate services to be provided by a subcontractor, contracted by the Consultant. The subcontractor must be approved by the Ministry prior to partaking in the services, and the hourly consideration will be agreed to by the Ministry, and not exceed the hourly consideration paid to Consultant.

2.8 The Consultant will provide all its employees and service providers, administrative services and any additional services required to provide their services for the Ministry in connection with this Agreement.

2.9 The Consultant will comply with all and any instructions given by the Head of the Security Division of the Ministry from time to time on any matter relating to the Agreement, including with respect to classified information the Consultant may receive from the Ministry.

3. THE MINISTRY'S REPRESENTATIVE

3.1 The Consultant shall perform the services under the supervision and control of _____ (hereinafter: "**The Supervisor"**). The Ministry may replace the Supervisor at any time and this by notice in writing which shall be sent to the Consultant.

3.2 The Supervisor will be entitled to review any document and receive any document and any information connected with or entailed in providing the Services.

4. TERM OF AGREEMENT

4.1 The term of this Agreement shall commence on _____ (the Effective Date, which is the date of the Ministry's execution of the Agreement) and shall remain in effect for 12 months, until _____.

4.2 The Ministry maintains the sole option to extend the term of the Agreement from time to time, for additional periods, provided that the total term of the Agreement does not exceed 6 years (the initial term and any extensions shall be referred to as

the "**Term of Agreement**"). Such extension shall be by written notice of the Ministry to Consultant (without the need for both parties to sign an addendum to the Agreement).

5. PERFORMANCE GUARANTEE

5.9 In order to assure the performance of its obligations under this Agreement, the Consultant will deliver to the Ministry, as a condition to the execution of this Agreement by the Ministry, an unconditional bank guarantee (hereinafter: the "**Performance Guarantee")**. The Performance Guarantee shall be issued by the bank at Consultant's request (its name shall appear in the request) for **50,000 USD** (, and shall be valid for at least 60 days after expiration of the Term of Agreement. The Performance Guarantee shall be issued by an Israeli bank, or by a foreign bank that has an Israeli branch or Israeli representation and appears in the following list:
https://www.boi.org.il/roles/supervisionregulation/banklist/
Extension of the Performance Guarantee shall be a precondition to the entry into force of the Agreement.

5.1 The form of Performance Guarantee shall be in accordance with the attached Appendix K to the Tender. Expenses incurred by the extension of the Performance Guarantee shall be borne solely by the Consultant.

5.2 The Consultant shall be responsible for extending the validity of the Performance Guarantee from time to time, in accordance with the extension of the Term of Agreement. Extension of the Performance Guarantee shall occur at least one month prior to expiration of its validity. If the Consultant has not extended the validity or increased the amount of the Performance Guarantee as required by the Ministry, the Ministry may invoke the Performance Guarantee without any prior warning even if the Consultant has fulfilled all its other obligations.

5.3 In any case in which in the opinion of the Ministry the Consultant has committed a breach of and/or has not performed one of the terms of this Agreement, and has not rectified such irregularity upon the Ministry's demand, and/or the Ministry has exercised its rights to offset the amounts owed by the Consultant under this Agreement, the Ministry will be entitled to realize the Performance Guarantee either wholly or in part.

5.4 The Performance Guarantee may also be realized by the Ministry for the purpose of collection of payment of compensation to the Ministry due to breach of the Agreement by the Consultant, or for the purpose of any other payment due to the Ministry from the Consultant.

5.5 The Ministry will realize the Performance Guarantee only after having given the Consultant a reasonable opportunity to make amends, under the circumstances.

5.6 The amount of the Performance Guarantee and/or its realization will in no way constitute any limitation to the Consultant's obligations, and will not prejudice the Ministry's other rights or remedies under this Agreement or applicable law.

5.7 Where the Ministry has realized the Performance Guarantee in whole or in part, and this Agreement has not been rescinded or terminated, it shall be the responsibility of the Consultant at his own expense to ensure the renewal of the Performance Guarantee for the full amount.

6. OBLIGATIONS AND DECLARATIONS OF THE CONSULTANT

The Consultant hereby declares and undertakes as follows:

6.1 The Consultant shall perform the Services using the Experts proposed in its proposal, the Consultants approved by the Ministry following declaration of the Consultant as the winning bidder, and other service providers as approved by the Ministry.

6.2 The Consultant and its designated team for the performance of the Services, have the technical and professional know-how, experience and expertise to fulfill the terms and conditions of this Agreement and no impediment exists either by any law, contract or otherwise, to the Consultant's contractual engagement in this Agreement.

6.3 The Consultant will rectify any breach of any of the individual terms and conditions of this Agreement within 7 days of the date of the giving of notice in writing by the Ministry of such breach.

6.4 The products of the service shall be delivered to the Ministry upon digital media and in any other manner that the Ministry shall require.

6.5 The Consultant undertakes to use genuine software only.

6.6 The Services and all deliverables hereunder, will be provided, performed with and be the product of the highest degree of professional skill and expertise.

6.7 The Consultant has (a) reviewed all the Tender Documents and this Agreement, and all their respective appendices, (b) had the opportunity to seek clarifications, and (c) obtained to its full satisfaction all clarifications as were requested.

6.8 The Consultant and each team member validly holds (and shall maintain at all times during the Term) all permits, authorizations, degrees, professional association memberships and certifications that are legally required or otherwise necessary or relevant for performing the Services in accordance with the terms of this Agreement and as stated in the bid. The Consultant shall provide a copy thereof to the Ministry at any time upon the Ministry's request, and shall notify the Ministry immediately and in writing in the event of any change in the validity or scope of the foregoing (including any ruling or order) which could affect the Consultant's or team member's ability to provide the Services in accordance with

the terms of this Agreement. No member of the team is part of the civil service of the State of Israel.

6.9 The Services will be provided in accordance with the provisions of any law applicable to the Services subject to this Agreement.

7 **CONSIDERATION AND PAYMENT**

7.1 For providing the Services and fulfilling all its obligations under this Agreement, the Ministry shall pay to the Consultant amounts based on the Consultant's Monthly Work Report (as defined in Section **שגיאה! מקור ההפניה לא נמצא.** below) detailing working hours spent by each team member providing the Services, multiplied by the Price Quote in the Consultant's bid on Appendix E, adjusted for each type of service provider as set forth in Section **שגיאה! מקור ההפניה לא נמצא.** of the Tender (and a fixed hourly rate for Israeli Experts working in Israel as described therein), plus VAT as applicable, provided that the services were performed and accepted to the complete satisfaction of the Supervisor (hereinafter, the "**Consideration**").

7.2 The hourly rate as proposed by Consultant in its Price Quote on Appendix E is final and absolute and shall not be subject to any price increases, indexes or Accountant General updates, for the entire Term of Agreement.

7.3 The Consultant shall not receive any other payment or benefit for the provision of the Services beyond such Consideration, including payments for telephone expenses, post, photocopies, printing, fax, board and lodging etc., with the exception of expenses traveling to Israel as detailed in Section **שגיאה! מקור ההפניה לא נמצא.** of the Tender, and Israeli VAT as applicable.

7.4 The Parties agree that partial work hours shall be paid according to a pro rata calculation of the actual time worked in relation to the hourly rate.

7.5 The annual Consideration for the Services shall not exceed the yearly budget of the Ministry dedicated to this Agreement, including VAT.

7.6 At the end of every calendar month, the Consultant shall submit deliverables and a monthly report for each project, in accordance with each project proposal agreed to by the Ministry (hereinafter: the "**Monthly Work Report**"). In the Monthly Work Report, if a milestone payment (according to the approved project plan) has been achieved that month, the Consultant will confirm the amount of hours actually provided by each team member, and will specify reimbursement requested for travel to Israel in such month. For each day and for each of the team members, the report will specify the start and end times for that day, the number of hours worked that day, and a brief description of the tasks accomplished. The Consultant will issue a *pro forma* tax invoice with its Monthly Work Report.

7.7 Upon receipt of every Monthly Work Report and related tax invoice, the Supervisor shall review the deliverables and number of hours specified to ensure

that it is consistent with the scope and nature of the Services actually provided, and may request additional documents or information that may be relevant to confirm the proper provision of Services, whether a milestone payment has been achieved, and amounts due. If any discrepancy or inconsistency is detected, the Ministry shall notify the Consultant in writing and the Consultant shall be required to account for such discrepancy or inconsistency. Without derogating from the foregoing, the number of work hours may not exceed the scope detailed in the Consultant's project proposal, as approved by the Ministry. Payment shall be made only after the Supervisor's approval.

7.8 Payment will be transferred only after confirmation by the Supervisor that the work was executed to his satisfaction, and after submission of a tax invoice to the Ministry.

7.9 Provided that the Supervisor has approved payment, payments shall be made 45 days following the receipt of an undisputed tax invoice by the Supervisor (subject to changes that the Accountant General may publish from time to time).

7.10 The Financial Controller of the Ministry may carry out an audit during any of the stages of this Agreement and withhold either full or partial payment until the conclusion of the audit. The audit may also be carried out through sources external to the Ministry including by hired accountants.

7.11 The Ministry may at any time withhold any payment if the Consultant is in breach of or is not fulfilling one or more of the terms and conditions of this Agreement and this without prejudice to the rights of the Ministry under Section 5 above.

8 NO ADDITIONAL PAYMENTS

8.1 The Parties hereby agree that no other or additional payment apart from what is stated in Section **שגיאה! מקור ההפניה לא נמצא.** above shall be paid by the Ministry, neither in the course of providing the Services nor after expiration of the contractual arrangements under this Agreement, neither in relation to provision of the Services nor in connection with them and/or any matter arising from them, nor to the Consultant nor to any other person or body.

8.2 Should it be determined for any reason whatsoever, at any time after the commencement of this Agreement, that notwithstanding the intention of the Parties expressed in this Agreement, the engagement of the Consultant or anyone on his behalf is deemed to be an employer-employee relationship, and that the laws and conditions applicable to an employee are applicable to him and to his engagement, in that event it is hereby agreed and stipulated between the Parties that the Consultant's remuneration as an employee, in respect of his employment as a result of this Agreement, shall be calculated in accordance with what is

normal in this regard in respect of civil servants in as near as possible similar positions and grades, all as shall be determined by the Civil Service Commissioner, and in the absence of any such identical or similar position, the remuneration shall be calculated in accordance with what is set forth in such a case in the Collective Labor Agreements that apply to employees of this category, and in the absence of such an Agreement, in accordance with most similar Collective Labor Agreement in the opinion of the Civil Service Commissioner. Calculation of such remuneration shall be made retroactively from the date of commencement of this Agreement and all the rights and obligations under this Agreement on the one hand, and the new aforementioned calculation on the other, shall be mutually set off.

9 RESCISSION OF THE AGREEMENT

9.1 The Ministry may rescind the Agreement at its sole discretion for whatever reason, including for convenience, at any time prior to expiration of the Term of Agreement by prior written notice at least 30 days in advance. Following rescission of the Agreement by the Ministry, the Ministry will only pay the Consultant for the Services that have actually been provided until such time and subject to confirmation of the Supervisor of Services that have been provided.

9.2 The Ministry will not be liable to the Consultant for any compensation, consideration or other payment in connection with the rescission of the Agreement, beyond that explicitly stated above.

9.3 Without prejudice to the foregoing, the Ministry shall be entitled to terminate the Agreement by notifying the Consultant of such termination at least 10 days prior to the termination date, if:

(c) the Consultant has committed a breach of this Agreement, which breach, if curable, is not cured within 7 days following the Ministry's written notice thereof;

(d) the Consultant has entered into liquidation proceedings, or a temporary or permanent liquidator, or a temporary or permanent receiver, or a temporary or permanent trustee has been appointed over the Consultant, or a charge has been placed on its assets or execution proceedings have been initiated against the Consultant and such proceedings were not withdrawn within 21 days after their institution; an application for receivership or liquidation was filed and was not cancelled within 30 days; or a resolution was passed for the liquidation of the Consultant.

9.4 In the event that the Agreement is rescinded pursuant to this Section, and should it be so required by the Supervisor, the Consultant will complete any work that

he had commenced prior to the rescission and shall receive payment for it as provided in Section **שגיאה! מקור ההפניה לא נמצא.**.

9.5 Any termination by the Ministry shall be without prejudice to its rights and remedies hereunder and under applicable law, including realization of the Performance Guarantee.

9.6 Confidentiality, IP, and liability provisions shall survive termination of this Agreement.

10 **NON-DISCLOSURE**

10.1 For purposes of this Agreement:

"Information" - any information, know-how, knowledge, trade secret including technical, professional, financial and trade-related knowledge, document, clients, correspondence, program, data, model, work techniques, review, conclusion relating to the Ministry's activities directly or indirectly, and anything else that may be connected or related to the provision of the Services or received during this time, whether disclosed by the Ministry and/or any other entity and/or on its behalf, whether written or oral and/or in any manner or form, whether or not labeled as "confidential" However, Information does not include that which is in the public domain and\or became public knowledge without breach of a confidentiality obligation; information that the Consultant had in its possession before receiving it as part of the Services or developed independently by Consultant without dependency on the confidential Information; and\or provided to the Consultant and\ or anyone on its behalf by a third party without breach of a confidentiality obligation.

10.2 As the Consultant is likely to be exposed to information that the State of Israel and/or Ministry wish to protect, it accordingly hereby undertakes to keep such Information completely confidential and only to make use of it for the purpose of performing the Services. For the removal of doubt, and without prejudice to the generality of the foregoing, the Consultant undertakes not to publish, transfer, notify, deliver or bring to the attention of any person the Information, and undertakes to protect such Information with at least the same degree of protection it affords its own confidential data, and no less than a reasonable degree of care.

10.3 The Consultant is aware that no disclosure may be made of Information that has been revealed to him as part of this Agreement nor may it be transferred, delivered or brought to the attention of any person without the prior approval of the Supervisor. The Consultant undertakes to keep secret any Information that reaches him as a result of performance of the Services whether before or after their commencement.

10.4 The Consultant undertakes to restrict access to the Information to its team members on a need-to-know basis, and only to those who are bound in writing to terms and conditions of confidentiality in respect of the Information, and to take all such necessary steps in order to ensure that his employees, agents and those engaged by him, shall maintain such confidentiality.

10.5 The Consultant shall comply with such instructions as the Ministry, the Supervisor or a duly authorized security officer may provide from time to time regarding confidentiality, security measures and disclosure restrictions.

10.6 Upon termination of this Agreement, the Consultant shall destroy and/or return to the Ministry all Information (and all files, documents, discs and other media containing such Information, including photographs, specifications of data, software program or other magnetic media) as instructed by the Ministry, and shall provide a certificate duly executed by an authorized officer of the Consultant confirming that such actions have been taken, provided however that the Consultant may retain one copy of the Information for archival purposes only.

10.7 The Consultant declares that he is aware that failure to fulfill his obligations under this section constitutes an offense under Chapter 7 (National Security, Foreign Relations and Official Secrets) of the Penal Code – 1977.

10.8 The Consultant and its team members shall execute the undertaking attached as Appendix H.1 and Appendix H.2, respectively.

11 INTELLECTUAL PROPERTY AND COPYRIGHT

11.1 All right, title and interest in and to the Services, the deliverables, all works of authorship created, authored or developed by Consultant for the Ministry pursuant to this Agreement, and all related intellectual property rights including copyright (collectively, the "**Work Product**"), shall be the Ministry's sole and exclusive property, and the Ministry shall be entitled to publish, copy, distribute and generally to use the Work Product in connection with the Services or for any other purpose as it sees fit and at its sole discretion. Consultant hereby irrevocably and unconditionally transfers and assigns to the Ministry all right, title and interest Consultant may have or acquire in or to the Work Product, and agrees to execute and deliver such documents, certificates, assignments and other writings, and take such other actions, as may be necessary or desirable to vest in the Ministry the ownership rights granted to the Ministry hereunder.

11.2 The Consultant may not make any use of the Work Product other than for the purpose of providing the Services in accordance with the terms hereof. Consultant further agrees that the Work Product shall be deemed to be "works made for hire" and, as such, all rights therein including copyright shall belong solely and exclusively to the Ministry from the time of its creation. To the extent any Work

Product may not be deemed to be a work made for hire, Consultant agrees to, and does hereby, irrevocably and unconditionally transfer and assign to Company all right, title and interest including copyright in and to such Work Product. Consultant hereby expressly confirms that the terms of consideration explicitly provided for in this Agreement fully encompass its rights to compensation with respect to all Work Products and exhaust any rights to compensation that may arise with respect to any Work Products under applicable law. Moreover, Consultant hereby waives any right to claim compensation with respect to any Work Products under applicable law throughout the world.

11.3 As part of performance of the Services under this Agreement, the Consultant shall not infringe any intellectual property rights, including copyright, of any person. In the event that such rights have been infringed, the Consultant shall bear exclusive liability for such infringement and shall indemnify the Ministry in respect of all such expenses and damages as may be caused to or incurred by it as a result of a claim or demand in respect of such infringement (including defense costs and reasonable attorneys' fees).

11.4 This Section shall remain in force after termination of the Term of this Agreement and shall continue to apply without any time limitation.

12. UNDERTAKING TO REFRAIN FROM CONFLICT OF INTEREST

18.12 The Consultant declares and commits that neither it nor anyone on its behalf involved in rendering the Services under this Agreement are in a situation of conflict of interest between the Services under this Agreement and their other activities or clients, and were not in such situation during the 6 months prior to the submission of its bid, and that the Consultant will refrain and shall ensure that its team members refrain, from being in any such situation during the Term of Agreement and for a period of 6 months thereafter. Furthermore, the Consultant and its team members will not provide services to parties wishing to participate in a bidding process published by the Ministry, for 12 months following the termination of the Agreement with the Ministry. In case of any potential conflict of interest, the Consultant shall address the Supervisor and act according to his instructions. For the avoidance of doubt, potential conflicts of interest include any work done for, or involving contact with, or having a direct relation to, any entity that is regulated by the Ministry ("**regulated entity**"), an affiliate of a regulated entity, or an entity which controls a regulated entity, whether directly or indirectly, except for work conducted as part of this Agreement.

12.1 During the Term of Agreement, the Consultant will not participate in any way in preparation or presentation of any project submitted for Ministry financing, unless receiving prior and written authorization by the Supervisor.

13. QUALITY OF WORK PRODUCTS

13.1 All deliverables provided by the Consultant shall be expertly prepared, comprehensive and exhaustive with regard to the subject-matter they are intended to address, of high quality, clearly organized and drafted, merchantable and fit for the purpose for which they are intended. The Ministry may, upon review of the deliverables and at its reasonable discretion request that Consultant correct, revise, amend or update any deliverable, or may refuse to accept a deliverable if it does not satisfy the above standards. In such a case, the Consultant shall make the requisite changes within such period of time as the Ministry shall stipulate.

13.2 The Consultant shall be responsible for any defect, inaccuracy, inconsistency, oversight, mention or omission in the deliverables, and the Ministry's acceptance thereof shall not relieve the Consultant of its responsibility or liability in that regard.

14. INSURANCE

14.1 The Consultant will execute all of the insurances set forth herein to their own benefit and to the benefit of the State of Israel - The Ministry of Energy and Infrastructure, including all of the coverages and conditions required below, the limits of liability being not less than those stated below:

14.1.1 **Employers Liability Insurance (or workers compensation if required by any law or any other equivalent insurance)**

14.1.1.1 The Consultant shall insure its legal liability towards its employees and anyone working on its behalf by Employers Liability Insurance throughout all the areas of the State of Israel, including its territorial waters, and any administered territories.

14.1.1.2 The limit of liability will not be less than USD 5,000,000 per employee, per event and for the insurance period.

14.1.1.3 The insurance will be expanded to cover the liability of the insured towards contractors, subcontractors and their employees if it will be considered as their employer.

14.1.1.4 The insurance will be expanded to cover the State of Israel - The Ministry of Energy and Infrastructure, if it is asserted for the occurrence of any work

accident / occupational disease that they bear any employer's liability towards any of the employees of the Consultant, contractors, subcontractors in its service.

14.1.2 <u>Third Party Liability Insurance (or CGL or any other equivalent insurance)</u>

14.1.2.1 The Consultant will insure their liability under the states of the State of Israel through third party liability insurance for physical injury and property damage (including consequential damage due to property damage) for its activity throughout the State of Israel and the held territories, including its territorial waters, and any administered territories.

14.1.2.2 The limit of liability shall not be less than USD 500,000 per event and for the insurance period.

14.1.2.3 The policy will include a cross liability clause.

14.1.2.4 The insurance shall be extended to cover the Consultant's third party liability in regards to activities of contractors, sub-contractors and their employees.

14.1.2.5 The insurance will be expanded to indemnify the State of Israel – The Ministry of Energy and Infrastructure, should they be considered as responsible for acts and/or omissions of the Consultant and/or any persons on its behalf.

14.1.3 <u>Professional Liability Insurance</u>

14.1.3.1 The Consultant shall cover its professional liability under a professional liability insurance policy.

14.1.3.2 The policy will cover damages (including pure financial loss) under law arising from any breach of the company's professional duties, and that of its employees and for any person acting on its behalf, and which occurred as a result of an act or negligence, including any failure, mistake or omission, misrepresentation, or negligent declaration made in good faith, in connection with this Tender and this Agreement between the Consultant and The State of Israel - The Ministry of Energy and Infrastructure.

14.1.3.3 The limit of liability shall be no lower than USD 1,000,000 per event and for the insurance period.

14.1.3.4 The cover under the policy shall be extended to include the following extensions:

a. Employee fraud and dishonesty
b. Loss of documents, including the loss of use and/or delay as a result of an insurance event;

c. Cross-liability, but coverage shall not apply in respect of the Consultant's claims against The State of Israel - The Ministry of Energy and Infrastructure.
d. Extension of the period of discovery to at least six months.
e. Law, jurisdiction and territorial limits shall include the State of Israel and the held territories, its territorial waters, and any administered territories.

14.1.3.5 Coverage will be extended to indemnify the State of Israel – The Ministry of Energy and Infrastructure, insofar as they are held liable for acts and/or omissions of the Service Provider and those acting on its behalf.

14.1.4 Additional Insurances- for international personnel

Medical insurance - existence of health insurance for the Consultant's employees, contractors & sub-contractors throughout all the period of the activity in Israel to cover, at least, medical Expenses, including hospitalization and medical care outside of hospitals and when not hospitalized, Radiography, medicines, medical examination, surgeries, intensive care, Ambulatory treatments and Expenses of Return of body abroad (if the death occurs in Israel).

14.1.5 General

Each insurance policy required above will include the following conditions:

14.1.5.1 The State of Israel – the Ministry of Energy and Infrastructure, shall be added to the insured's name as additional insureds, subject to the indemnification expansions above.

14.1.5.2 In any case of an adverse change in or cancellation of the insurance by one of the parties, these will have no effect unless announced 60 days in advance in writing to the accountant of the Ministry of Energy and Infrastructure.

14.1.5.3 The insurer waives any right of subrogation, claim, participation or recourse towards the State of Israel – the Ministry of Energy and Infrastructure, as long as the waiver will not inure to the benefit of a person who has caused damage out of malicious intent.

14.1.5.4 The Consultant is exclusively responsible towards the insurer for payment of the insurance fees for all policies and for fulfilling all duties imposed on the insured according to the conditions of the policies.

14.1.5.5 The deductibles specified in each policy will be borne exclusively by the Consultant.

14.1.5.6 Any clause in the insurance policies that expropriates or reduces in any way the liability of the insurer when there is another insurance will not be applied towards the State of Israel and the insurance will be presumed as primary insurance that qualifies for all rights according to the insurance.

14.1.5.7 Any exclusion of intent and/or gross negligence will be canceled.

14.2 The Consultant warrants on its own behalf and that of its Representation Office that throughout the period of the contractual engagement with the State of Israel – the Ministry of Energy and Infrastructure and as long as its liability exists, they will keep the insurance policies in effect. The Consultant warrants that the insurance policies will be renewed each insurance period, as long as the contract with the State of Israel – the Ministry of Energy and Infrastructure is in effect.

14.3 A confirmation of execution of the insurances signed by an insurer will be produced by the Consultant to the Ministry of Energy and Infrastructure by the time of signing the contract. The Consultant undertakes to show the confirmation signed with the signature of the insurer about the renewal of the policies to the Ministry of Energy and Infrastructure seven days before the end of the insurance period at the latest.

14.4 It is hereby clarified that the insurance confirmations that will be shown are not intended to reduce and/or derogate from the undertakings of the Consultant and/or the Representation Office to execute the insurances according to the insurance clauses set forth above, and for the removal of doubt, the binding insurance requirements are according to the foregoing. The Consultant is required to study and fulfill these requirements and if necessary seek assistance from insurance people on its behalf to fulfill the requirements and implement them in the insurances as required.

14.5 The State of Israel – the Ministry of Energy and Infrastructure, reserves the right to receive from the Consultant at any time copies of the policies, in part or in full, in the case of discovery of circumstances that may lead to a claim under the policies and/or for it to be able to examine the Supplier's fulfillment of these clauses and/or for any other reason, and the Consultant will forward the policy copies in part or in full as set forth immediately upon receiving the demand. The Consultant undertakes to make any modification or correction that will be required to adapt the policies to the undertakings according to the insurance provisions above. It is agreed that the Consultant will be allowed to delete from the said insurance policies secret business and/or commercial information that is not relevant to this engagement.

14.6 The Consultant represents and warrants that the right of the State of Israel – the Ministry of Energy and Infrastructure to conduct the check and demand the changes as set forth above do not impose on the State of Israel – the Ministry of Energy and Infrastructure or any delegates thereof any duty or liability in relation to the said insurance policies / insurance confirmations, their nature, scope and validity, or for their absence, and do not derogate from any duty that is imposed on the Consultant for the Agreement, whether adjustments have been required or not, whether checked or not.

14.7 For the removal of doubt, it is hereby agreed that the insurances requiring limits of liability and coverage conditions are considered to be a minimal demand imposed on the Consultant and do not constitute a confirmation of the State of Israel or any delegate thereof in relation to the scope and size of the insurance risk, and it must examine its exposure and establish the insurances that are necessary for it and for the Representation Office, including the scope of the coverages and the limits of liability and insurance period accordingly.

14.8 The foregoing in the insurance clauses does not exempt the Consultant and/or the Representation Office from any statutory or contractual duty applying to them and the foregoing is not to be interpreted as a waiver by the State of Israel – the Ministry of Energy and Infrastructure of any right or relief granted thereto by any statute or this contract.

14.9 Failure to meet the conditions of these insurance clauses constitutes a fundamental breach of the contract.

15. DAMAGES

15.1 The Consultant hereby declares that it acknowledges that it is providing the Services to the Ministry as a self-employed independent contractor, and not as part of the Civil Service with all that this implies and without creating an employer-employee relationship between the Consultant and its employees and the Ministry, and that the Ministry will not be liable in any way for damage that may be caused to it due to the provision of the Services pursuant to this Agreement.

15.2 The Consultant shall bear sole liability for any injury, loss, discrepancy or damage that might be caused for any reason, to its person or property or to that of anyone acting on its behalf or to the person or property of its employees or of those working on its behalf, or to the property of the Ministry or to the person or property of any other person as a direct or indirect consequence of the implementation of this Agreement, and that in any such cases the Ministry shall not be liable for any payment, expense or damage whatsoever.

15.3 The Consultant undertakes to indemnify the Ministry for any damage, payment or expense that may be caused or incurred to it for any reason stemming from the acts or omissions of the Consultant or anyone on its behalf, immediately upon receipt of notice thereof from the Ministry.

16. CONSULTANT'S EMPLOYEES

16.1 Anyone employed by the Consultant in any position shall be employed at the Consultant's own expense and the Consultant alone shall be liable for any claims arising from its relationships with them.

16.2 Persons employed by the Consultant shall be deemed in all respects to be employees or agents of the Consultant alone. The Consultant shall bear the obligation to pay their salaries, insurance premiums, National Insurance payments, recuperation payments, overtime hours, parallel tax, payments to a compensation or insurance fund, payments for sickness or in respect of childbirth and all such other payments for which the employer is responsible under any law or agreement or in accordance with the requirements of the employee's organization to which those employed by the employer belong.

16.3 The Consultant undertakes to ensure safety conditions and to ensure conditions for safeguarding the health of its employees as required under any law, and in the absence of any legal requirement - as shall be required by a Labor Inspector within the meaning thereof in the Labor Inspection (Organization) Law, 5714-1954.

16.4 Replacement of any team member (whether or not employed directly by Consultant) at the initiative of the Consultant, may be only by a substitute team member with equivalent or additional knowledge and experience, and is contingent upon obtaining prior written consent of the Supervisor.

16.5 The Supervisor may demand the replacement of any team member (whether or not employed directly by Consultant), and the Consultant will have to replace him with a different team member of equivalent or additional knowledge and experience, within 60 days of said request for exchange. Any substitute of a team member must be approved in advance by the Supervisor.

16.6 All eligibility criteria, requirements and obligations set forth in the Tender and this Agreement with regard to the Consultant's team members, shall apply to new team members, Replacement of a team member shall not alter the hourly rate paid for such team member's work, even if the replacement's credentials are higher.

16.7 The Consultant shall ensure that all team members coming to Israel for the purpose of the Services, have obtained all requisite permits and authorizations prior to their arrival in Israel. The Consultant shall promptly provide a copy of such documents if requested by the Ministry.

16.8 In the event that a claim or demand is filed against the Ministry by an employee of the Consultant, the demand or claim shall be forwarded to the Consultant, and the Consultant shall handle it at its expense and assume any payment, compensation or cost to which the plaintiff may be entitled. The Consultant shall pay any damages or compensation that may be due to its workers, agents, or to anyone acting on behalf of the Consultant for any damage caused to them and incurred in connection with the Services, except damage caused by the willful misconduct of the Ministry.

16.9 In any instance in which the Ministry is obligated to pay such compensation or expense, the Consultant shall indemnify or compensate the Ministry for any amount that it is charged, including legal expenses and attorney fees.

16.10 Without derogating from the foregoing, where an obligation or expense which generally falls on an employer for its employees is imposed on the Ministry in relation to the Consultant or any of its employees, the Consultant shall indemnify the Ministry for any such expense or obligation, immediately upon the Ministry's first demand. Where feasible, the Ministry shall document such obligation or expense and provide a copy thereof upon written request of the Consultant.

17. ASSIGNMENT OF RIGHTS

The Consultant may not transfer or assign any rights or obligations under this Agreement, either in whole or in part, to anyone else unless having received prior, written approval of the Supervisor.

18. GENERAL

18.1 The Consultant is not an agent, emissary or representative of the Ministry unless specifically designated as such for any particular matter.

18.2 This Agreement and any orders issued pursuant to it shall not constitute nor shall they be interpreted as a Power of Attorney or as any authorization to the Consultant or to anyone on his behalf to present himself as being empowered to undertake any legal, financial or other obligations on behalf of the Ministry and in no case and under no circumstances shall the Consultant assume responsibility for such commitments on behalf of the Ministry or purport to be authorized to do so.

18.3 The Consultant shall bear the exclusive liability for any damage to the Ministry or to any third party arising from any such representation in contravention contrary to what is stated in this Section above. Representation of the Ministry for any purpose whatsoever shall be contingent upon explicit agreement thereto by the Ministry, in advance and in writing.

18.4 If in a particular instance or instances one of the parties does not exercise its rights under this Agreement, this shall not be deemed a waiver by such party of such rights either in respect of the particular instance or in respect of future instances.

18.5 The Consultant hereby declares that he is aware that nothing in any of the provisions of this Agreement or in any provision made pursuant to it shall be construed as releasing him from any obligation or from the need under any law to obtain any license, permit or consent, or from the need to give any notification.

18.6 Any change and/or addition to this Agreement shall be valid only if made in writing and signed by both parties to the Agreement.

18.7 The Ministry will be entitled to set off any amount due to the Ministry from the Consultant, from any amount due to the Consultant under this Agreement.

18.8 Any notice from one Party of the Agreement to the other Party shall be sent by registered mail or email, as follows, or delivered by hand:

The Ministry – 7 Bank Israel St., Generi #2 Building, POB 36148 Jerusalem 9136002; Email: sagig@energy.gov.il.

The Consultant - _____; Email: _____.

Any notice that has been sent to the aforementioned addresses by registered mail, shall be deemed to have been received by the addressee within 5 business days from the date of dispatch for as long as the contrary has not been proved; if delivered by hand, notice shall be deemed received on the first business day after its delivery; if sent by email notice shall be deemed received only upon receiving telephone confirmation or written confirmation by non-automatic reply email, from the receiving party (and if not a business day – then on the first business day thereafter). Any change of address, telephone number, or email shall be binding on the other Party only if said Party is advised in writing of the change in the aforementioned details as aforesaid.

18.9 This Agreement shall be construed in accordance with the laws of the State of Israel only, without regard to its conflicts of law rules.

18.10 The competent courts in Jerusalem only shall have exclusive jurisdiction over any dispute in relation to this Agreement.

18.11 This expense shall be financed from Budget Item: [_____]

AND IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT WITH EFFECT AS OF THE DATE SPECIFIED AT THE HEAD OF THIS AGREEMENT

_____	_____	_____
General Director – The Ministry of Energy and Infrastructure	**Financial Controller – The Ministry of Energy and Infrastructure**	**Signature of Consultant and Rubber Stamp Seal**

Attorney Confirmation:

I the undersigned _____ Advocate, hereby certify that the above named signatories, _____ Identity Card/Passport No. _____, and _____ Identity Card / Passport No. _____ are known to me personally/were identified by me from their Identity Cards, have signed this Agreement in my presence on behalf of _____ (the "Consultant") and I confirm that they are duly authorized to do so and to bind the Consultant by their signatures.

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

Annex A of the Agreement: the Services (Appendix A of the Tender)

Annex B of the Agreement: the Consultant's bid

Annex C of the Agreement: the Consultant's Price Quote

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix E

To: The Tender Committee, the Ministry of Energy and Infrastructure

Re: Price Quote for Public Tender No. 27/2025 for Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting (Lot 2)

Reminder: The "Price Quote" must be submitted as one original hard copy and one digital copy saved as a PDF file, and must be placed in a **separate envelope** within the main envelope containing the other proposal documents (see Section **שגיאה! מקור ההפניה לא נמצא.** of the Tender). All prices proposed herein must take into account and include all taxes, charges, levies, withholding amounts and other items, all of which shall be borne solely by the Bidder, with the exception of Israeli Value Added Tax ("VAT") which shall be borne by the Ministry if applicable and required by law.

All prices must be quoted in **United States Dollars only**.

Total Price:

The price includes all the costs and expenses the Bidder may incur in fulfilling its obligations under the Agreement to provide the Services (other than visits to Israel, which are priced separately – see below):

Hourly rate for 1 working hour of an Expert:	(In words:) _____USD	(In figures:) _____USD

(If there is a discrepancy between words and figures, the amount in words will prevail)

In any case, the Price Quote for 1 WH of an Expert will not exceed 450 USD. A Price Quote that does not meet this condition will be disqualified.

As detailed in Section 5d of the Tender, hourly rates for the Project Manager, Consultants and Business Analysts are derived from the hourly rate of Experts as quoted above. Hourly rates for Israeli Experts working in Israel are at fixed rates. The above rates are **all-inclusive**, for work hours performed. The Consultant will **not** be entitled to any other payment in respect of travel, idle time during travel, food, lodging, computer, internet, office space, telephone, fax, and other expenses, except for a fixed sum to be paid for travel to Israel as detailed in Section **שגיאה! מקור ההפניה לא נמצא.** of the Tender.

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Signature of the Bidder and Rubber Stamp Seal of the Company _____

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix F

Attorney/CPA Confirmation of Identity of Authorized Signatories

To:

The Israeli Government on behalf of the State of Israel through the Ministry of Energy and Infrastructure

Re: Tender no. 27/2025 for Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting (Lot 2) (henceforth – "the Tender")

I _____, the undersigned Attorney/CPA (delete as appropriate), acknowledge that those persons listed below may commit and sign on behalf of _____ (the Bidder).

_____	_____	_____
Name	ID	Signature sample
_____	_____	_____
Name	ID	Signature sample

Sincerely yours,

_____	_____	_____
Name of Attorney/CPA	Address	Phone
_____	_____	_____
Date	License Number	Signature and seal

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix G.1

Commitment to Refrain from Conflicts of Interests

(to be completed by Consultant and each designated team member)

Made and signed in _____ (place) on _____ (month) _____ (day) _____ (year)

By _____

Identity Card No. /Passport no._____

Address _____

Whereas The Ministry of Energy and Infrastructure is receiving my services under Tender no. 27/2025 for Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting (Lot 2) (the "**Services**"); or

Whereas I am employed/contracted in connection with the Services; and

Whereas I may be in a situation of conflict of interests during the provision of Services and afterwards;

Therefore, I pledge to the State of Israel the following:

4. I hereby declare and pledge that I have not for the past 6 months and will not, during the time I participate in providing the Services, and 6 months after the termination of the Agreement with the Ministry, have a conflict of interest of any kind whatsoever with stakeholders in the area.
5. I hereby declare and pledge that I will not act on behalf of or represent any party in the field of services that are the subject of the Services, except for the Ministry, during the provision of Services between the parties and for 6 months thereafter, unless I have received the prior written approval of the Ministry. Furthermore, I pledge that I will not provide services to parties wishing to participate in a bidding process published by the Ministry, for 12 months following the termination of the Agreement with the Ministry.
6. I undertake to notify the Ministry immediately of any data or situation in which I may be in of conflict of interest, immediately upon becoming aware of such a situation, and act in accordance with its instructions.
7. I hereby declare and undertake to inform the Ministry in advance of any intention by me to make contact with any party stated in sections 1-2 above, and to act in accordance with the Ministry's provisions on the matter. The Ministry may refuse

to grant me permission to contract with said party or grant permission subject to terms and conditions that will ensure the avoidance of conflict of interest, and I pledge that I will act in accordance with these instructions, in this regard.

Date: _____

Full Name: _____ Signature (and seal): _____

Attorney Certification

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

Date: _____ License number: _____

Full name: _____ Signature and seal: _____

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix G.2

Questionnaire Regarding the Absence of Conflicts of Interests

(to be completed by Bidder and each designated team member)

Bidder's Name: _____

Name and position of Declarant\s: _____

In order to examine a possible conflict of interest, please detail any past (5 years), present or future, contacts and\or associations where the Declarant and\or any of its employees, has a role and\or ownership that are associated with the services required by the Ministry (if necessary attach a list).

- ☐ No such contacts exist
- ☐ Below is a list of contacts

Name of Entity	Entity's field of Activity	Area in which the service was provided	Period of work with the entity

I the undersigned _____ Passport No. _____ declare that:

8. All information and details submitted by me in this questionnaire are full, accurate and true.
9. I hereby undertake to update the Ministry of Energy and Infrastructure of any change in the details and the information submitted herein;
10. I undertake to refrain from dealing with any matter that might constitute a conflict of interests between the provision of services to the Ministry and my other occupations until instructed otherwise by the Ministry.

_____ _____

Date Signature (and Seal)

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix H.1

Confidentiality and Information Security Undertaking by Consultant

Date: _____

To: The Ministry of Energy and Infrastructure

Whereas: The company _____ (hereinafter: "the **Consultant**") has proposed to provide the Ministry of Energy and Infrastructure with certain professional services (hereinafter: "the **Services**") as described in the Agreement between the parties; and

Whereas: The Consultant and\or its employees and\or anyone working on its behalf may be exposed to information as described below:

Accordingly, the Consultant undertakes towards the Ministry as follows:

1. The Consultant is aware that the Information as defined below is sensitive information. In addition, the Consultant is aware that the databases and documents of the Ministry include among other things, personal information and sensitive data that are protected under the laws of privacy and that the delivery of said Information to Consultant is based on the Consultant's declarations and obligations as set forth in this statement.

21. The Consultant declares that it is familiar with the provisions regarding confidentiality set out below and that its obligations under section 27 of the Penal Code (State Security, Foreign Relations and Official Secrets, 5717 - 1957,) are clear to the Consultant and it is bound to uphold the obligations toward the State of Israel and\or the Ministry of Energy and Infrastructure.

22. The Consultant is aware that misuse of Information disclosed to its employees and\or anyone working on its behalf, is against the law and may result in civil and criminal claims against the Consultant and\or its employees and\or anyone working on its behalf. Furthermore the Consultant is aware that failing to fulfill its obligations according to this statement constitutes a violation of the Penal Law 5737 - 1977.

23. The Consultant shall at all times, keep in strict confidence, and not publish in any form, not remove from its possession, or transfer directly and\or indirectly, any Information and any trade secret of any kind that comes to its attention and/or its disposal by any means.

The meaning of Information in this statement is: "any information, know-how, knowledge, trade secret including technical, professional, financial and trade-related knowledge, document, clients, correspondence, program, data, model, work techniques, review, conclusion relating to the Ministry's activities directly or indirectly, and anything else that may be connected or related to the provision of the Services or received during this time, whether disclosed by the Ministry and/or any other entity and/or on its behalf, whether written or oral and/or in any manner or form, whether or not labeled as "confidential".

For the avoidance of doubt it is clarified that the Information does not include that which is in the public domain and\or became public knowledge without breach of a confidentiality obligation; information that the Consultant had in its possession before receiving it as part of the Services or developed independently by Consultant without dependency on the confidential Information; and\or provided to the Consultant and\ or anyone on its behalf by a third party without breach of a confidentiality obligation.

24. The Consultant shall take all necessary measures to prevent the transfer of Information and\or its disclosure to people and\or other entities.
25. The Consultant shall not use the Information at any time, in any manner, except for the purpose of providing services to the Ministry only.
26. The Consultant shall not remove Information from the Ministry premises without the explicit approval from an authorized representative of the Ministry.
27. The Consultant shall not connect its computers, electronic components and\or any type of portable digital media (such as PDAs, Disk On Key, mobile phone) nor those of any employee and/or anyone working on its behalf, to the Ministry's network unless receiving explicit approval from an authorized representative of the Ministry.
28. The Consultant shall not operate, install or copy to the Ministry's computers any software program or file that was not provided to the Consultant by the Ministry or not explicitly approved by an authorized representative of the Ministry.
29. The Consultant shall take strict precautions, and perform all necessary actions to maintain all aspects of Information security.
30. Without derogating from generality the Consultant is bound to the Ministry as follows:

    d. To strictly store all Information or any other information requiring safeguarding, in a safe and\or a locked room.

e. In case of provision of services on the premises of the Ministry - to keep confidential the authorization password (in the event this is given to the Consultant's employees), lock screens and workstations whenever the employee leaves the workstation and turn off computers at the end of the work day.

f. Shred any information that is no longer required for the provision of services by the Consultant to the Ministry.

31. The Consultant shall immediately report to the Ministry any case where there is a concern that a contractual obligation, including an obligation in this undertaking, has been breached.

32. The Consultant shall maintain the integrity of the platform\document\system on which Information will be provided from time to time as part of the Services. On request the Consultant shall transfer and\or return to the Ministry the complete platform\document\system transferred to the Consultant and any product of processing performed based on the Information, and in any case shall not copy and save it in any form or manner after receiving the said request.

33. The Consultant shall disclose the Information only to those employees and\or representatives acting on its behalf that require it to perform the services ("need-to-know basis").

34. The Consultant shall ensure that its employees and\or service providers and\or its representatives and/or anyone providing part of the Services to the Ministry on the Consultant's behalf, to execute the undertaking – attached as **Appendix H.2** of the Tender. In any case, it will be the Consultant's responsibility to the Ministry to assure that the recipients of such information adhere to information security as required by the provisions of this undertaking.

35. The Consultant is aware that it is absolutely forbidden to remove any type of information (including media, hardware and software) from the premises and domain of the Ministry and it is committed not to do so without the Ministry's explicit consent in writing and in advance.

36. The Consultant is aware that the entrance of any privately owned software and\or hardware to the Ministry premises is absolutely forbidden.

37. The Consultant shall be liable for any tort, breach of contract and otherwise in accordance with the law, for any damage or harm caused to the Ministry and\or its customers or to any third party due to a breach of its obligations pursuant to this undertaking.

38. The Consultant's liabilities according to this undertaking are not limited in time, and continue to apply after the termination of the Agreement between the Consultant and the Ministry, and are towards the Ministry, its branches and agencies.
39. The undertakings hereunder are in addition to, and do not derogate, from provisions of the Agreement

_____

Signature and
Company Seal

By: 1. _____ **2.** _____

Attorney Certification

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

Date: _____ License number: _____

Full name: _____ Signature and seal: _____

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix H.2

Confidentiality and Information Security Undertaking

(to be completed by each designated team member and any other person/entity participating in the provision of the Services)

Agreed upon and signed in _____ (place) on _____ (month) ___ (day) ___ (year)

By: _____

Name _____

I.D. / passport No. _____

Address _____

Whereas The Ministry of Energy and Infrastructure in the name of the State of Israel is receiving services from _____ (the "**Consultant**") under Tender no. 27/2025 for Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting (Lot 2) (the "**Services**");

Whereas I am employed by, or am a service provider of, the Consultant and will be taking part in the Services to the Israeli Ministry of Energy and Infrastructure; and

Whereas I may be exposed to trade secretes which the State of Israel is interested in protecting;

Accordingly, I undertake towards the State of Israel as follows:

Definitions

In this undertaking the following term shall have the meaning ascribed to it:

Information Any information, know-how, knowledge, trade secret including technical, professional, financial and trade-related knowledge, document, clients, correspondence, program, data, model, work techniques, review, conclusion relating to the Ministry's activities directly or indirectly, and anything else that may be connected or related to the provision of the Services, whether disclosed by the Ministry and/or any other entity and/or on its behalf, whether written or oral and/or in

any manner or form, whether or not labeled as "confidential".

The term "Information" does not include that which is in the public domain and\or became public knowledge without breach of a confidentiality obligation; information that I had in my possession before receiving it as part of the Services or developed independently by me without dependency on the confidential Information; and\or provided to me and\ or anyone on my behalf by a third party without breach of a confidentiality obligation.

I undertake:

5. Not to show or transfer, whether for the duration of the Agreement with the government or afterwards to any person or entity any Information of the Israeli Government including any Information relating to the Government in general or regarding the existence of or the provisions of the Agreement with the government or my role in providing the Services
6. Not to make use of the abovementioned Information, including duplicating, copying etc. for any other purpose than implementation of the Services;
7. I am aware that failing to fulfill my obligations to the Government according to this statement constitutes a violation of the Penal Law 5737 - 1977.
8. I am aware that the transfer of Information to anyone, without permission in writing from the Government, may cause the government significant economic damage.

This commitment will continue to apply even after the expiration of the said Agreement.

Date: _____ Signature: _____

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix I (*Israeli Bidders Only)*

Absence of convictions regarding the Foreign Workers Law - 1991 or the Minimum Wage Law – 1987

Affidavit

I _____ the undersigned, Identity Card No. / Passport No. _____ after being cautioned to tell the truth and that I can expect to incur the penalties prescribed by law should I not do so, hereby make the following declaration:

I give this affidavit in the name of _____ which is the Bidder (the "**Bidder**") who wishes to come in contract with the publisher of Tender no. 27/2025 for regulatory, economic and technical consulting services relating to the oil and gas industry in Israel.

I certify that I am authorized to give this affidavit on behalf of the Bidder.

In this affidavit, the meaning of the term "affiliated" is as defined in Section 2B of the Public Bodies Transactions Law – 1976. I confirm that this meaning was explained to me and I understand it.

(**Mark X in the appropriate box**)

- ☐ The Bidder and those affiliated with it have never been convicted under the Foreign Workers Law and the Minimum Wage Law.
- ☐ The Bidder and those affiliated with it have not been convicted more than twice under the Foreign Workers Law and the Minimum Wage Law prior to the proposal Submission Date.
- ☐ The Bidder and those affiliated with it have been convicted more than twice under the Foreign Workers Law and the Minimum Wage Law and at least one year has passed between the last conviction and the Submission Date.
- ☐ The Bidder and those affiliated with it have been convicted more than twice under the Foreign Workers Law and the Minimum Wage Law and one year has <u>not</u> yet passed between the last conviction and the Submission Date.

Attached herein my name, followed by my signature and the contents of my affidavit are true.

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Date: _____

Full Name: _____ Signature and seal of Bidder: _____

Attorney Certification

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

Date: _____ License number: _____

Full name: _____ Signature and seal: _____

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix J (*Israeli Bidders Only)*

Compliance with the

Equal Rights for People with Disabilities Law - 1998

Affidavit

I _____ the undersigned, Identity Card No. / Passport No. _____ after being cautioned to tell the truth and that I can expect to incur the penalties prescribed by law should I not do so, hereby make the following declaration:

I give this affidavit in the name of _____ which is the Bidder (the "**Bidder**") who wishes to come in contract with the publisher of Tender no. 27/2025 for regulatory, economic and technical consulting services relating to the oil and gas industry in Israel.

I certify that I am authorized to give this affidavit on behalf of the Bidder.

(Mark X in the appropriate box):

☐ The Bidder employs no more than 25 employees, so the provisions of Section 9 of the Equal Rights for People with Disabilities Law - 1998 **do not apply to the Bidder**.

☐ The provisions of Section 9 of the Equal Rights for Persons with Disabilities Law - 1998 **apply to the Bidder and it complies with them**.

(In the event that the provisions of section 9 apply to the Bidder, an X must be marked in the appropriate box):

☐ The Bidder employs less than 100 employees.
☐ The Bidder employs 100 or more employees.

(In the event that the Bidder employs 100 or more employees, an X must be marked in the appropriate box):

☐ The Bidder undertakes that if it wins the Tender, it will apply to the Director-General of the Ministry of Labor, Social Affairs and Social Services for the purpose of examining the implementation of its obligations under Section 9 of the Equal Rights for People with Disabilities Law - 1998, and if necessary - receive guidelines for their implementation.

- In the past, the Bidder contacted the Director-General of the Ministry of Labor, Social Affairs and Social Services in order to examine the implementation of its obligations under section 9 of the Equal Rights for Persons with Disabilities Law - 1998, and if it received guidelines for the implementation of its obligations, it acted to implement them.

In the event that the provisions of Section 9 of the Equal Rights for Persons with Disabilities Law - 1998 apply to the Bidder, the Bidder undertakes to transfer a copy of this affidavit to the Director General of the Ministry of Labor, Welfare and Social Services, within 30 days of the Effective Date of contract pursuant to this Tender.

Attached herein my name, followed by my signature and the contents of my affidavit are true.

Date: _____

Full Name: _____ Signature + seal of Bidder: _____

Attorney Certification

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

Date: _____ License number: _____

Full name: _____ Signature and seal: _____

Tender No. 27/2025 – Lot 2:
Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting

Appendix K – Performance Guarantee

To:

The Israeli government on behalf of the State of Israel through the Ministry of Energy and Infrastructure

Name of Bank:	
Telephone Number:	

Letter of Guarantee

Dear Sirs,

Re: Guarantee No. _____ For sum of 50,000 US Dollars

As requested by _____ (the "Company"), we guarantee upon request to settle any amount up to the total of 50,000 US dollars (in words: fifty thousand US dollars) under the conditions specified below that you may demand from the Company in relation to the provision of Upstream Oil & Gas Strategic, Commercial & Regulatory Consulting services, pursuant to Tender 27/2025. We undertake to pay you this amount within 7 days after receipt of your first request in writing, without imposing upon you to establish or justify your demand and without the right of the Company to dispute or question such demand.

You may exercise this guarantee in parts from time to time, provided that the aggregate sum to be paid shall not exceed the above-mentioned limit.

We hereby agree that any part of the Agreement may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Company, without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, except where the guarantee amount is to be changed.

This guarantee will remain in effect until the date ________ inclusive, and any request must reach us in writing [*for non-Israeli banks insert:* at our Israeli branch on _____] by this date. Any demand that arrives after the above date will not be granted.

This engagement is governed by the Israeli Law, and the place of jurisdiction is Jerusalem, Israel.

This guarantee is nontransferable.

Date: _____ Branch: _____

Full Name: _____ Signature and seal: _____