

**- Non-Official English Translation -**

**Sheba Negev Ltd.**

**Tender (Two-Stage) for the Provision of  
Architectural Services for the Shimon  
Peres Hospital Construction Project**

**Tender No. 10003199/26**

The Tender booklet

[Updated version dated 3/5/2016]

## Invitation letter for proposals

Sheba Negev Ltd. (PBC) 517095683 (hereinafter: "**Sheba Negev**") hereby invites bidders who meet the prerequisites set out in this letter of invitation to submit bids for the provision of architectural services as detailed in this letter of invitation and the appendices attached thereto (the "**Tender**") in the framework of the construction of a Peres Hospital in the Negev, in the city of Be'er Sheva (the "**Hospital**"). The first stage (as defined by this term in Appendix **A** to the Tender) of the Hospital construction project, for the purpose of which this Tender is published, includes the construction and operation of the Hospital with a scope of approximately 600 beds as described in Appendix **A** to this Tender .

### 1. Invitation Documents

The documents detailed below are attached to this letter of invitation and constitute an integral part of the Tender documents:

Appendix A -	Project Description
Appendix B -	The Agreement, with its Appendices
Appendix C -	Guiding principles and guidelines for planning (including a program of principles)
Appendix D -	Quote Form
Appendix E1-	Affidavit regarding the absence of convictions for employing foreign workers and the minimum wage
Appendix E2-	Affidavit Regarding the Employment of Persons with Disabilities
Appendix E3-	Affidavit Regarding The Planning Team and General Experience
Appendix F -	Affidavit regarding compliance with the experience requirements according to the professional prerequisites in clause 5.2 of the Tender
Appendix G -	Subcontractor Undertaking
Appendix H-	List of Sheba Negev Consultants

### 2. Introduction, Tender Subject and Services

2.1. On May 5, 2024, Government Resolution No. 1731 was passed, the main purpose of which is to strengthen the public health system and expand the public hospitalization system in the south of the country (hereinafter: the "**Government Decision**"). The government's decision is based on a previous government decision from 2014, and on joint staff work between the Ministry of Health and the Ministry of Finance. The study examined the medical services in the Southern District against the needs and characteristics of the population, and at the end of the study recommended the establishment of the Hospital, which would be owned by the "Leumit" and "Meuhedet" health funds, through the company for the construction of the Shimon Peres Hospital Ltd. (hereinafter: "**Negev Peres**"), which would be planned, built and operated by Sheba through the Sheba Negev Company.

2.2. In accordance with the government's decision, in July 2024, the Ministry of Finance and the Ministry of Health granted (a) license to hold and operate the Hospital to Peres Negev, in accordance with Section 29 of the National Health Insurance Law, 5754-1994; and (b) a permit for the planning, construction, and operation of the Hospital to **Sheba Negev**, in accordance with Regulation 8 of the Foundations of the Budget Regulations (Rules for the Operation of a Health Corporation), 5762-2002.

2.3. The first stage (as defined by this term in Appendix **A** to the Tender) of the Hospital construction project includes the construction and operation of approximately 600 beds

as described in Appendix A to the Tender and will hereinafter be referred to as the "**Project**". The project is currently in the initial stages of preparing a construction and development plan for the entire complex, formulating an initial schedule and starting work by thematic teams to promote the planning, development and construction of the Hospital .

- 2.4. Accordingly, Sheba Negev initiated this Tender for the selection of an architect to provide architectural services for the project.
- 2.5. The Tender will be conducted in a two-stage format as detailed in the section 9 below. Without derogating from the other provisions of this Tender, the proposal submitted by the bidders will include (1) a planning proposal (as detailed in the section 3 hereinafter) which includes, inter alia, a proposed in-principle planning for the Hospital and the proposed planning team; and (2) a price quote for the provision of the services by the bidder (as detailed in the section 4 below). To their proposal, the bidders will attach everything required in accordance with the Tender documents, including all the signed order documents and the agreement, with its appendices. After examining the planning proposal and providing the quality score by the Tenders committee, the price proposal will be opened in the second stage, all in accordance with and subject to the details in the section 9 Below.
- 2.6. The bidder who will be selected as the winner of the Tender (the "**Winning Bidder**") will provide Sheba Negev with architectural services for the project, including preliminary planning, final planning, detailed planning, handling changes in the zoning plan, licensing and building permits, superior supervision, all as detailed in the Tender documents and appendices, and in accordance with and subject to the terms of the Tender and its appendices (the "**Services**" or the "**Planning Services**"). As part of the services, the Winning bidder will cooperate with Sheba Negev teams, the project management company, consultants and professional advisors, BIM modeling and model-management consultants, control and quality assurance companies and any other relevant party that will be involved on behalf of Sheba Negev in the project, including Peres Negev, the State Management, the Beer Sheva Municipality, etc.
- 2.7. The client will also be entitled to add to the planning services the preparation of the construction and development plan for Stage A until its completion and final approval. If such services are added by the client, the architect will be paid an addition to the fees in the sum of NIS 600,000 (plus VAT in accordance with the law).

If such services are not added, the planning services will not include responsibility for the preparation of the construction and development plan, but rather assistance to the team working on the planning of the plan as detailed in clauses 1.1.3 and 1.1.4 of clause (b) of Appendix A to the agreement.

- 2.8. The objectives of the Tender are, inter alia:
  - 2.8.1. Select an architect who will, in collaboration with an International Architectural firm, lead a team to design a modern, sustainable, and humane Hospital that will set global standards for future public hospitals around the world.

- 2.8.2. To promote planning that will meet the needs of the local population in all its shades and growing communities, today and in the future, and will be suitable for the city of Be'er Sheva and the Negev area.
- 2.8.3. Demonstrate architectural excellence in Hospital design.
- 2.8.4. To promote planning that will allow flexibility in light of medical and technological changes and the possibility of expanding and expanding the Hospital in the future.
- 2.9. The engagement period with the Winning Bidder will be from the date of Sheba Negev's signing of the agreement attached as **Appendix B** to this Tender (hereinafter: the "**Agreement**") with the Winning Bidder, until the end of the engagement period in the agreement in accordance with the provisions of the agreement.
- 2.10. As part of its proposal, each bidder will present, inter alia, an architectural firm registered abroad and its main activity abroad, which will cooperate with the bidder in providing the services (and in preparing and submitting the proposal) and which will serve as a subcontractor of the bidder in the provision of Services by the bidder (the "**International Architect**"). The involvement of the International Architect in the provision of the Services shall be no less than as set forth in **Appendix "A/2"** to the Agreement.
- 2.11. According to the agreement, the bidder will give a commitment to Sheba Negev that there will be no change in the identity of the core team members (as defined in section 5.1.4 below), in the identity of the International Architect or in the division of powers and roles between the Bidder and the International Architect as detailed in **Appendix "A/2"**, without Sheba Negev's prior written approval.
- 2.12. During the entire period of the engagement and the provision of services, the bidder will provide the services through the Project Architect, the International Planning Manager, architects and other team members (collectively: the "**Planning Team**") that will be required for the purpose of providing the planning services at the level and quality, in accordance with the best professional practice and at the required times according to the project schedule, to the extent necessary in order to avoid delays in the project due to the execution of the planning services. The planning team proposed by the bidder, including the International Architect team, will be detailed in Appendix E 3 of the Tender. The said Appendix E3 will be accompanied by the resumes of all the members of the proposed planning team.
- 2.13. For the purpose of describing the activities of the bidder's office, the Project Architect and the International Architect's office, the bidder will also present in the said Appendix E3 a description of complex planning projects carried out by the bidder, the Project Architect and the International Architectural firm beyond those required by the Tender's prerequisites, through a portfolio describing the aforementioned projects (the "**Portfolio**").
- 2.14. Winning the Tender does not constitute a statement or promise on behalf of Sheba Negev that a winning bidder will provide (exclusive) services to Sheba Negev to any extent (if any). It is also clarified that Sheba Negev will be entitled to terminate the engagement in an agreement with the Winning Bidder in accordance with the provisions of the agreement.

## 2.15. Schedule for booking

Activity	Appointment
Bidders' Meeting	On <b>April 26, 2026</b> at <b>11:00</b> in the Sheba Negev Conference Room or another location to be published
Submission of clarification questions	Until <b>May 10, 2026</b> , at <b>12:00</b> via the Yahalom system only
Deadline for responses to clarification questions	Until <b>May 24, 2026</b> , via the Yahalom system only
Bidding Deadline	Until <b>July 27, 2026</b> , at <b>11:00</b>

## 3. The Planning Proposal

3.1. Each bidder will attach to its proposal a sample planning proposal of the project, which includes all the items detailed below and is based on the guiding principles and guidelines in Appendix C to the Tender (the "**Planning Proposal**"):

3.1.1. A video presenting the main points of the project's planning, with a maximum length of 3 minutes.

3.1.2. A Word document describing the main points of the planning proposal, up to 3 pages in A4 size in Ariel font, font size 12 and 1.5 lines spacing, with reference, among other things, to the following elements:

- I. Guiding idea.
- II. Planning approach.
- III. The patient experience.
- IV. Future flexibility and modularity with possibilities for future development.
- V. Connection to the community.
- VI. Operational and logistical planning.
- VII. Design concept (interior and exterior).
- VIII. Protecting the Hospital.
- IX. The concept of sustainability.

3.1.3. A presentation of up to 30 slides, which will include:

- I. A general construction and development plan showing the project's integration into the surrounding fabric and the bordering road system, at a scale of 1:500, with sections and open areas, the placement of buildings, and landscape development, including reference to entrance and exit gates;
- II. Plans and basic sections of the floors of the proposed buildings, at a scale of 1:200, with an emphasis on accessibility and connectivity between the buildings on the upper and lower floors;
- III. Proposed geometry alternatives and schematic sections of a typical Hospital floor, a typical clinic and institute floor, and an entrance lobby, on a scale of 1:100;
- IV. a three-dimensional presentation of the project using internal and external views, perspectives, and 3D visualizations that clarify the medical affinities and the planning concept of the project in graphic form;
- V. Details of the route and components of movement – caregivers and patients, visitors, operations and logistics, emergency, etc.;

- VI. Details of the "proposed architectural language" for the project: sustainability, repetition, modularity, innovation, the relationship between the planned project and its existing and future environment, and the experience of patients and caregivers;
- VII. Explanatory schemas.

3.1.4. Files PDF of 4 sheets describing the main points of the offer and which are intended for printing in size A0, for the presentation (as defined in section 9.4.1.3).

3.1.5. [cancelled]

3.1.6. Details of additional experience of the bidder and the International Architect in the design of medical buildings and in the BIM methodology.

3.2. Highlights for submitting the planning proposal:

3.2.1. The proposed design is requested to present quality and creativity, to be based on the principles of innovation, flexibility and modularity, but also to be realistic, functional and feasible. The planning must take into account, inter alia, the approved zoning plan (see Appendix A), existing programs and standards, the volumes and requirements of all the mechanical and infrastructure systems required to operate the Hospital, aviation requirements, savings and efficiency in construction and operating costs, and time periods for the implementation of the proposed design. Additionally, further planning documents may be uploaded by Sheba Negev to the "Ramdor" system. To obtain a username and password for the "Ramdor" system, please contact Ms. Limor Mann Nafousi by email at: [Limor.MannNafousi@sheba.health.gov.il](mailto:Limor.MannNafousi@sheba.health.gov.il). It is clarified that submission of a bid for the tender shall be made through the Yahalom system only. Bidders are not permitted to submit documents in the "Ramdor" system, and access to the "Ramdor" system is granted to bidders solely for the purpose of reviewing various planning documents that will be uploaded by Sheba Negev.

3.2.2. It is clarified that the materials included in the planning proposal pursuant to sections 3.1.6-3.1.1 above shall be used as an aid in the evaluation of the bidder, its skills and abilities only, and shall not bind Sheba Negev with respect to the actual planning of the project, whether or not the proposal is that of the Winning Bidder.

3.2.3. In submitting its proposal, each bidder declares and undertakes that it owns all the rights to all the materials included in the planning proposal it submitted, and these do not violate the rights of any third parties.

4. The Price Quote

4.1. The bidder will complete in Appendix D (the price quote) the percentage of the value of the project's construction cost (as defined in Appendix B to the agreement) which will constitute the fees offered by it in the Tender for the provision of the services by it (the "Bid").

4.2. In exchange for the performance of all the obligations of the Winning Bidder in the agreement, it will be entitled to the fees it proposed in the price quote, all in accordance with and subject to the provisions of the Tender and its appendices (including the agreement and its appendices).

4.3. It is clarified that in submitting a Bid on its behalf, the bidder confirms that the fees offered by it in the Bid reflect a full, fair, exhaustive and complete price in relation to the performance of all of its obligations as described and detailed in the Tender documents and the agreement (including and without derogating from the generality of the aforesaid, for the employment of the International Architect).

4.4. **Appendix D** will be submitted within a separate file from the rest of the parts of the proposal, in accordance with the provisions of 8.4 below.

## 5. **Prerequisites for participation in the Tender**

Only bidders who meet, by the deadline for submission of proposals as detailed in Section 2.15 above (the "**Schedule of Deadlines**"), all of the cumulative conditions set forth below, shall be entitled to participate in the Tender and submit a proposal:

### 5.1. **Administrative Prerequisites**

5.1.1. The bidder is a partnership or company that is legally registered in Israel.

5.1.2. The bidder complies with all the requirements of the Public Entities Transactions Law, 5736-1976 (hereinafter: the "**Public Entities Transactions Law**").

5.1.3. The bidder is not in insolvency, bankruptcy, liquidation, receivership or creditors' arrangement proceedings and there are no pending applications against it of this type, no material foreclosures have been imposed on its assets, and the bidder's last audited financial report does not include a "going concern" note or any similar comment that raises doubts as to the bidder's ability to continue to exist as a "going concern".

5.1.4. None of the International Architect and core team members of the bidder are included in the proposals of other bidders.

"**Core Team**" means all of the following: (1) an individual employed by the bidder and who will be appointed by the bidder to lead the Project Design Team as the Chief Architect (the "**Project Architect**"), and (2) an individual employed by the International Architect who will serve as the Design Manager on behalf of the International Architect as part of the provision of services by the bidder (the "**International Planning Manager**").

### 5.2. **Professional prerequisites**

Regarding all the prerequisites specified in the section 5.2 below, any reference to "completed project" means that the construction work of the project the relevant has been completed and at least a confirmation of occupancy has been received from the relevant fire services.

#### 5.2.1. **Prerequisites for the bidder**

5.2.1.1. The bidder is an architectural firm that includes at least 10 employees in the field of architecture that has provided architectural services at least during the 10 years preceding the date of submission of its proposal.

5.2.1.2. The bidder has provided architectural services for at least five projects that meet the following cumulative conditions: (1) all the **projects were completed in the 10 years preceding the date of submission of the proposal and were given a certificate of completion, and (2) each** of the projects presented includes a medical building with a construction cost of at least NIS 180 million (before VAT); **Or, alternatively**, the total cumulative area of the five projects presented is at least 80,000 square meters (main area) of medical buildings. For the purposes of this section:

- I. **"Construction cost"** – the cost of executing the contractor work in the project in nominal values, not including VAT, price increases, planning costs and fees and equipment costs. It is clarified that works that were not planned by the bidder itself should not be included in the construction cost.
- II. **"Medical Building"** – a building used for medical purposes and located within a Hospital complex, including, but not limited to, hospitalization departments, laboratories and clean rooms, emergency rooms, intensive care departments, operating rooms, etc., or nursing homes and assisted living facilities that include nursing hospitalization departments. "Medical Building" for the purposes of this section shall not include office buildings within a Hospital complex, clinic buildings or institutes only, and logistic buildings located within the premises of a Hospital, provided that for the purposes of meeting the prerequisites, in no case shall more than one nursing home/assisted living project be presented as aforesaid.

#### 5.2.2. Prerequisites for the Project Architect

5.2.2.1. The Project Architect is the owner or partner of the bidder or is employed by the bidder as an employee.

5.2.2.2. The architect of the project holds an academic degree in architecture from an institution recognized by the Council for Higher Education in Israel.

5.2.2.3. The architect of the project is a licensed architect as defined in the Engineers and Architects Law, 5718-1958.

5.2.2.4. The Project Architect provided architectural services at least during the 10 years preceding the date of submission of the bidder's Bid for the Tender.

5.2.2.5. The Project Architect has provided architectural services at least in three Projects for the construction/expansion of a medical building as defined in this section 5.2.1.2II above, in a cumulative area of at least 50,000 square meters in full completion, completed in 10 The years prior to the date of submission of the proposal.

5.2.2.6. The Project Architect provided architectural services in at least two projects for a medical building as defined in this section 5.2.1.2. II above, each of them, over 15,000 square meters (main area) managed using BIM. To prove the architect's compliance with the conditions of the section 5.2.2.6, the bidder may present projects whose construction has been completed or is under construction at the time of submission of the Bid but has not yet been completed.

5.2.3. Prerequisites for the International Architect and the International Planning Manager

5.2.3.1. The bidder entered into a subcontracting agreement with the International Architect for the purpose of providing planning services as a subcontractor of the bidder in accordance with the provisions of the agreement between Sheba Negev and the bidder, under the terms of a "back-to-back" clause and the provisions of the agreement (insofar as they also relate to the International Architect or the provision of services by it), which includes, inter alia, all the conditions listed below:

- I. The subcontracting agreement will remain valid throughout the engagement between Sheba Negev and the bidder.
- II. An undertaking by the International Architect to take an active part in the execution of the services, in all their stages, including participation in regular meetings, the transfer of materials between the parties until the completion of the project by the contractors and the final delivery of the project to Sheba Negev and anything else in accordance with the requirements of the supervisor and/or the client.
- III. A commitment by the International Architect to provide **Sheba Negev** directly with all the services in its area of responsibility as detailed in the planning proposal and in Appendix A/2 to the agreement and to cooperate fully with Sheba Negev and its representatives.
- IV. A declaration by the International Architect that it has read and understood the Tender documents and the bidder's Bid for a Tender with respect to the areas relating to the provision of services by it in the framework of the project, that the terms of the Tender and its provisions and the bidder's proposal in all respects to these areas are acceptable to it and that it is able to meet the requirements specified therein with regard to its areas of responsibility.
- V. The International Architect's commitment, on a joint and several liability basis, to the bidder's obligations to Sheba Negev relating to the International Architect's field of expertise and experience, in accordance with the agreement between the bidder and Sheba Negev and as detailed in the Tender documents.
- VI. A declaration by the International Architect that it is aware that Sheba Negev will be entitled at any time and for any reason, and at the request of Sheba Negev, to engage directly with the International Architect for the purpose of providing the services in its area of responsibility as detailed in the planning proposal and in Appendix "A/2" to the agreement by it and/or to step into the shoes of the bidder in the subcontractor's agreement with the International Architect.

- VII. An undertaking regarding the absence of a conflict of interest by the International Architect in the same wording (with the necessary changes) as in the wording of Article 23 of the Agreement.
- VIII. A declaration by the International Architect that it is familiar with all provisions relating to intellectual property rights, including the waiver of the moral right, as detailed in the Agreement and its commitment to these provisions.
- IX. A commitment by the International Architect to employ the International Planning Manager as a member of the core team for the entire term of the agreement.
- X. The International Architect's agreement that the replacement of any of its employees in the project, who are defined by Sheba Negev as key functionaries, shall be made only after prior written approval is given by Sheba Negev in accordance with the provisions of the Tender documents.
- XI. The consent of the International Architect that Sheba Negev will be entitled, at any time and for reasonable reasons, to demand the replacement of any member of the planning team (as defined in the agreement).
- XII. The International Architect's consent to its replacement or the replacement of the International Planning Manager or the cessation of their activity in the project will be done only after Sheba Negev has given prior written approval.
- XIII. The parties' declaration that the provisions of the agreement with the International Architect do not prejudice any of the bidder's commitment to Sheba Negev.

5.2.3.2. The International Architect has provided architectural services in projects outside of Israel at least during the 10 years preceding the date of submission of the bidder's Bid for the Tender.

5.2.3.3. The International Architect is an existing corporation registered in the Register of Corporations and is governed by law in the country of its incorporation.

5.2.3.4. The International Architect has provided architectural services in at least two projects for the construction or expansion of general hospitals outside of Israel that meet the cumulative conditions listed below:

- I. Each of the projects included the construction or expansion of a Hospital with at least 300 beds, including additional areas used for medical purposes such as: emergency medicine, operating rooms, etc.
- II. The projects were completed in the 10 years preceding the date of submission of the proposal.

5.2.3.5. The International Architect has provided architectural services in at least four complex projects, with an area of at least 20,000 square meters (main area) each, in full completion, which were completed in the last 10 years prior to the date of submission of the proposal.

5.2.3.6. For the purposes of this section, "**Complex Project**" means projects **outside Israel** for construction of (1) medical buildings (as defined in section

5.2.1.2.II above), or (2) university research buildings and laboratories, or (3) factories rich in mechanization and technology (including clean rooms) or (4) hotels which include at least 300 rooms.

5.2.3.7. The International Planning Manager is employed by the International Architect as an employee through an employment agreement or is the owner or partner of the International Architect.

5.2.3.8. The International Planning Manager holds an academic degree in architecture.

5.2.3.9. The International Planning Manager has provided architectural services in projects outside of Israel at least during the 10 years preceding the date of submission of the bidder's Bid for the Tender.

5.2.3.10. The International Planning Manager provided architectural services in at least two projects outside Israel for the construction or expansion of a medical building as defined in section 5.2.1.2.II above, with a cumulative area of at least 30,000 square meters (main area) in full completion, which were completed in the last 10 years.

5.2.3.11. The International Planning Manager provided architectural services in at least two complex projects as defined in the section 5.2.3.6 above, in the scope exceeding about 15,000 square meters (main area) each, which were managed using BIM. To prove that it meets the conditions of the subsection 5.2.3.11, the bidder may present projects whose construction has been completed or are under construction at the time of submission of the proposal but they have not yet been completed.

## 6. Documents required to prove the bidder's compliance with the prerequisites

In order to prove compliance with the prerequisites, the bidder must attach the following documents to its proposal:

6.1. A valid certificate from an authorized clerk (as defined in the Public Entities Transactions Law), signed by an accountant or tax consultant, for the maintenance of ledgers and reporting to the tax authorities as required by law. It is clarified that such a certificate can be issued from the Tax Authority's website and then signed by an accountant or tax consultant.

6.2. Declarations signed by the bidder's authorized signatories regarding the absence of convictions for employing foreign workers and the minimum wage and regarding the employment of persons with disabilities in the versions attached as Appendices **E1 and E2** to the Tender documents.

6.3. Confirmation signed by the bidder's accountant as stated in the section 5.1.3.

6.4. Statements signed by the bidder's authorized signatories and the International Architect, as the case may be, in the matter of meeting the experience requirements, in accordance with the professional prerequisites set out in Section 5.2, as detailed in the text attached as Appendix F to the Tender documents in conjunction with portfolios containing the projects specified by the bidder in the Appendix F ("**Portfolio**").

- 6.5. A copy of the bidder's certificate of incorporation.
- 6.6. A copy of the registry of the Registrar of Companies or the Registrar of Partnerships in Israel proving the existence of the bidder and issued no more than 10 days before the date of submission of the proposal.
- 6.7. A copy of the Corporate Register maintained under the law in the country of the International Architect's incorporation, proving its existence as a corporation and issued no more than 10 days before the date of submission of the proposal.
- 6.8. A copy of a valid license of the Project Architect in accordance with the requirements of the Engineers and Architects Law, 5718-1958.
- 6.9. Copy of the degree certificates of the Project Architect and the International Planning Manager .
- 6.10. A copy of the subcontracting agreement between the bidder and the International Architect.
- 6.11. For any prerequisites indicating a connection of the employment between a member of the core team and the bidder or (as applicable) with the International Architect, documents proving the relationship will be attached: an agreement to prove the relationship of the employment as an employee and an official printout from the relevant registry (to prove an ownership/partnership relationship in the relevant corporation).
- 6.12. An undertaking by the International Architect in the form appearing as Appendix G to this Tender is duly signed by it.

**7. Proposal meeting and clarification questions**

- 7.1. At this stage, Sheba Negev plans to hold a bidders' meeting at the time and location as detailed in the schedule of dates (the "**bidders' Meeting**"). Sheba Negev will be entitled, at its sole discretion, to postpone the date of the bidders' meeting or to cancel it altogether and not to hold it. The bidders' meeting, to the extent that it takes place, is optional only and the non-participation of a bidder in the bidders' meeting will not constitute grounds for disqualifying its bid. Responses and comments given at the bidders' meeting will not be binding on the client, except if they were given in writing and published as stated in clause 7.4 below.
- 7.2. Until the deadline for submitting clarification questions as detailed in the schedule of deadlines, each bidder may submit a request for clarifications and/or details related to this Tender exclusively through the Yahalom system. Questions addressed orally, by email or telephone will not be answered and will not bind Sheba Negev.

7.3. bidders' questions will be delivered in a Word file in a table in the following format:

Numbered	Document/Appendix	Section	Wording of the question
----------	-------------------	---------	-------------------------

1			
2			
3			

7.4. Sheba Negev is not obligated to provide answers to the clarification questions that will be sent to it and any answer or publication of the clarification questions by Sheba Negev will be at its sole discretion. This includes the possibility of editing the questions or publishing only parts of them. It is the responsibility of the bidders to check from time to time, if there have been any such changes and/or amendments. Only the answers that will be distributed by Sheba Negev as stated in this section are binding on it and these will form part of the Tender documents and will be attached, when signed, to the Tender documents submitted by the bidders. Any response by Sheba Negev and/or its representative will be in writing only and the answer given in any other way is invalid. Sheba Negev will not be responsible for the oral explanations given by anyone on its behalf in the context of the terms of the Tender and/or the proposal.

7.4 Answers to the questions will be sent in a centralized manner through the Yahalom system. For the avoidance of doubt, it is clarified that only written answers will bind Sheba Negev and form an integral part of the proceeding documents.

7.5. It is clarified that in any case of contradiction or discrepancy between the Tender documents and the answers to the clarification questions, the answers to the clarification questions will prevail.

7.6. In addition, in any case of defect or deficiency in the Tender or its documents, the bidder is obligated to give Sheba Negev written notice of the aforesaid immediately upon its disclosure and according to the details above, otherwise it shall be estopped from making any claim in this context.

8. **Manner and date of submission of the proposal**

8.1. The method of submitting bids for the Tender is through a digital box only.

8.2. The proposal will bear the caption "Tender (Two-Stage) for the Provision of Architectural Services for the Shimon Peres Hospital Construction Project".

8.3. The bids for the Tender must be submitted via a digital box in the Yahalom System that will be opened on the Government Procurement Administration website. A link to the Tender box and an explanatory letter to the bidders will be uploaded to the Yahalom system.

8.4. The Bid will be submitted as a separate file from the Bid booklet in accordance with the instructions detailed in the Yahalom System in connection with this Tender. It is emphasized that the details of the Bid or a copy thereof will not appear in the Bid booklet in any way.

8.5. As part of the submission of the proposal, the bidder must act in accordance with the instructions that will appear in the Yahalom system, fill in all the required fields clearly and in accordance with the system's instructions, and upload the required files to the system in accordance with the Tender instructions. After completing the submission of the proposal in the system, a message will be received "Your proposal has been sent successfully" and the bidder will be able to download the Bid document. The Bid

document is a digitally signed document of the proposal and constitutes proof of the submitted proposal.

- 8.6. As part of the submission of proposals in the system, there are various technical limitations and in order to be familiar with all the limitations of the system, it is the responsibility of the bidder to read all the procedures and guidelines on the Yahalom website in advance.
- 8.7. The Bid submitted by the bidders will include all of the following documents (hereinafter: the "**Bid Documents**"), in the order in which they appear below, signed by the bidder's authorized signatories in the required places and in initials on each page:
  - 8.7.1. the Tender documents, with all their appendices;
  - 8.7.2. the clarification answers published by Sheba Negev (to the extent that they were published);
  - 8.7.3. Documents to prove the bidder's compliance with the prerequisites, as stated in the section 6 above;
  - 8.7.4. all the planning proposal files;
  - 8.7.5. The Price Proposal.
- 8.8. In addition to the aforesaid, if the bidder is a "woman-controlled business" or a business owned by an "active reserve duty servicemember" as defined in these terms in the Tenders Law, 5752-1992 and is entitled to receive a preference due to one of the above in accordance with Sections 2B and 2D of the Law, the bidder will attach the certificates and affidavits required to prove the aforesaid. It is clarified that the Tenders committee will not grant preference to the bidder, even if it is entitled to such preference, if the required references have not been attached to the proposal.
- 8.9. The proposals, with all their attachments, notices and requests relating to the Tender will be in **the Hebrew**, with the exception of the Tender appendices that were originally drafted by Sheba Negev in English and attached to the Hebrew version of the Tender Documents (bidders may not use versions translated into English as part of this non-official English translation). If the original document is not in Hebrew, the original document and a notarized certificate for translation into Hebrew will be attached.
- 8.10. As part of this Tender, each bidder is entitled to submit only one bid.
- 8.11. The proposal will be submitted by a single legal entity and signed by the bidder's authorized signatories who are authorized to commit on its behalf. It is strictly prohibited to submit a single proposal by two or more legal entities.
- 8.12. The bidder must refer in its Bid to all the details required in accordance with the provisions of the Tender and attach to it all the required documents in accordance with the terms of the Tender.

- 8.13. A bidder who believes that its proposal contains a trade secret or a professional secret is required to explicitly state this in an accompanying letter that will be attached to its proposal at the time of its submission and will contain reasons on the matter. The bidders are aware that the attachment of such a letter does not prevent review of the proposal (including the parts that the bidder believes contain a trade secret or a professional secret), and the decision to grant or deny the right to inspect (partially or in full) is at the discretion of Sheba Negev. Without derogating from the aforesaid, a bidder who claimed that a certain part of its proposal contains a trade secret or a professional secret will be prevented from demanding the right to review this part of the winning Bid in the Tender. In addition, and for the avoidance of doubt, the prices that the bidder has stated in its Bid will not constitute a trade secret and it will be possible to disclose them to other bidders who did not win the Tender as part of exercising their right to inspect. For the avoidance of doubt, it is clarified that with respect to any information that has not been marked as aforesaid as constituting a trade secret in the bidder's opinion, the bidder will be prevented from claiming that such information should not be disclosed to other bidders, and the bidder hereby waives any such claim.
- 8.14. Sheba Negev reserves the right to demand from the bidders at any stage to provide it with any missing documents, to fill in missing details and to provide it with additional data regarding its proposal, including explanations and/or analysis regarding the prices it stated in its Bid and any information and/or explanation and/or document that it will need for the purpose of examining its proposal, and the bidder will be obligated to provide them to Sheba Negev. Failure to respond to Sheba Negev's request as aforesaid may lead to the disqualification of the bidder's bid. The bidder's response will be attached to its proposal and will be considered as an integral part of the proposal. In the event of a contradiction between what is stated in the proposal in a particular context and what is stated in the bidder's response to the Sheba Negev question in this context, what is stated in the bidder's response to the Sheba Negev question will prevail over what is stated in the proposal, provided that they do not contradict what is stated in the Tender documents.
- 8.15. Sheba Negev is entitled to disqualify, inter alia, proposals insofar as they are missing, erroneous, or based on a misunderstanding of the Tender provisions, unless Sheba Negev decides otherwise. The foregoing does not detract from Sheba Negev's right to waive technical defects that will occur in a Bid in good faith.
- 8.16. Subject to the provisions of section 9.7 Below, any Bid submitted to this Tender will be valid until the end of 90 days from the deadline for submission of proposals. As long as a Winning Bidder is not selected, the bids will be automatically extended until a Bidding bidder is selected, up to an additional 90 days. The bidder will not be able to withdraw or cancel its Bid during the aforementioned periods.
- 8.17. No change and/or deletion and/or addition may be made to the Tender documents. In any case of change and/or omission and/or addition made by the bidder in the Tender documents and/or any reservations regarding them in any way (hereinafter: the "**Reservations**"), Sheba Negev is entitled, in accordance with its sole discretion:
- 8.17.1. Disqualify the bidder's bid.
- 8.17.2. To view reservations as if they were not written at all and to ignore them.
- 8.17.3. To view the reservations as if they constitute a purely technical flaw.

8.17.4. Demand that the bidder amend the reservations, provided that such amendment does not change the percentage of the Bid and/or a material detail therein.

8.18. Conflict of interest and prohibition of employing Sheba Negev consultants

8.18.1. The bidder will not be found to have a conflict of interest between its declarations and commitments in this Tender and for the purpose of providing the services (to the extent that its proposal is selected as the winning Bid in the Tender), and its business, professional or personal relationships. This, whether for salary or consideration for any benefit or without consideration, including in any transaction or undertaking that involves a conflict of interest or a fear of a conflict of interest. If a situation of conflict of interest arises, the bidder will immediately report this in writing to Sheba Negev and comply with its provisions in this regard.

8.18.2. Entities that serve as consultants to Sheba Negev in connection with the project are specified in **Appendix H** to the Tender, are prohibited from participating in or advising in the preparation of a Bid for a Tender, or advising the bidder, partner or shareholder in the bidder or anyone on their behalf (or an entity related to any of these entities) in any other matter relating to the tender, whether by itself or through a related entity, unless the bidder has received prior written approval from Sheba Negev to do so.

8.18.3. The bidder shall notify Sheba Negev of any relationship it has with any of the consultants and shall act in accordance with Sheba Negev's instructions in this regard. For the avoidance of doubt, obtaining instructions or prior approval from Sheba Negev regarding the consultants is not a condition for submitting bids, and a bid shall not be disqualified merely for failure to submit such notification or a request for instructions.

8.18.4. Sheba Negev shall be entitled to disqualify bidders or bids that in their preparation of which the provisions of this Section 8.18 have been violated.

9. Review the proposals

This section will detail the criteria and the method by which the bidders' proposals will be evaluated and graded.

9.1. This Tender is a Tender with a two-stage examination within the meaning of the Mandatory Tenders Regulations, 5753-1993.

9.2. The proposals will be reviewed by Sheba Negev, which may use consultants and experts as it deems appropriate.

9.3. First, the Tender documents submitted by the bidder will be examined, as well as the Bidder's compliance with the prerequisites. In the event that the bidder does not meet the terms of the Tender or the prerequisites, Sheba Negev will be entitled not to continue to examine the proposal at all, or alternatively, to demand from the bidders, in whole or in part, additional details and supplements for the purpose of examining the bidders' compliance with the prerequisites and the requirements of the Tender.

9.4. After examining the bidders' compliance with the prerequisites and submission by the bidders of all the relevant Tender documents, a two-stage process will be carried out to select the winner from among the bidders whose Bid matched the prerequisites and the Tender documents:

9.4.1. Stage 1 – Examining the Quality of the Proposal

9.4.1.1. The evaluation and scoring of the quality of the proposal will be carried out by Sheba Negev representatives, at their sole discretion, based on the criteria detailed below and the score detailed below:

#	Criteria	Parameter scoring	Description of rating levels (from low to high)
1.	The quality of the overall planning for the complex and the layout proposed in the planning proposal, including the location and placement of the project, the connections within and outside the complex, and the presentation of operational efficiency.	6	<ul style="list-style-type: none"> <li>• Low level impression = up to 2 points</li> <li>• Reasonable level of impression = 3 points and up to 4 points</li> <li>• Very positive impression = 5 points and up to 6 points</li> </ul>
2.	The quality of the architectural idea in the planning proposal for Stage A, including adaptation to the scope of services and the program, flexibility for future expansion, modularity, logistical and operational thinking, implementation stages and functionality, innovation, originality, etc.	14	<ul style="list-style-type: none"> <li>• Idea at the basic level (i.e., adaptation to the scope of services and program only) = up to 5 points</li> <li>• An idea beyond the basic level (i.e., showing flexibility for future expansion, modularity, etc.) = at least 6 points and up to 14 points</li> </ul> <p>An advantage will be given to the proposal beyond the basic level, which will include innovative and original components.</p>
3.	The experience of patients and staff as reflected in the planning proposal, including adaptation to the population and community, connections between the various uses, orientation.	8	<ul style="list-style-type: none"> <li>• Basic level proposal only (i.e., functional but standard solution) = up to 3 points</li> <li>• Effective solutions tailored to challenges = 4 points and up to 6 points</li> <li>• Innovation, flow and creativity = 7 points and up to 8 points.</li> </ul>
4.	The applicability of the planning according to the planning proposal (a "cost-benefit ratio").	8	<ul style="list-style-type: none"> <li>• Low cost-benefit = up to 2 points</li> <li>• Reasonable cost-benefit = 3 points to 6 points</li> <li>• Very good cost-benefit = 7 points and up to 8 points</li> </ul>

#	Criteria	Parameter scoring	Description of rating levels (from low to high)
5.	Green building and sustainability, including addressing climate, energy efficiency, and renewable energy in the planning proposal.	8	<ul style="list-style-type: none"> <li>• Basic level proposal only (i.e., functional but standard solution) = up to 3 points</li> <li>• proposal beyond the basic level (i.e., effective solutions adapted to challenges , etc.) = 4 points and up to 6 points</li> <li>• A proposal beyond the basic level that also includes components of innovation = 7 points and up to 8 points</li> </ul>
6.	The number of general hospitals for which <b>the International Architect</b> provided architectural services beyond what is required in the prerequisites in clause 5.2.3.4 of the tender.	6	For each additional general Hospital, 2 points and up to 6 points will be given in total.
7.	The number of medical buildings for which <b>the bidder</b> has provided architectural services beyond what is required in the prerequisites in clause 5.2.1.2.	6	For each additional medical structure, 2 points and up to 6 points will be given in total.
8.	<p>Impressions of medical buildings design projects carried out by <b>the bidder</b>, as well as impressions of its previous projects (even if they are not medical buildings) that were presented in the portfolio, including availability, compliance with budget and schedules.</p> <p>As part of the aforementioned impression, the bidder will be entitled to hold talks with the contacts in such projects.</p>	6	<ul style="list-style-type: none"> <li>• Low level impression = up to 2 points</li> <li>• Reasonable level of impression = 3 points and up to 5 points</li> <li>• Very positive impression = 6 points</li> </ul>
9.	An impression of the medical building design projects carried out by the <b>Project</b>	6	<ul style="list-style-type: none"> <li>• Low level impression = up to 2 points</li> </ul>

#	Criteria	Parameter scoring	Description of rating levels (from low to high)
	<p><b>Architect</b>, as well as an impression of its previous projects (even if they are not medical buildings) that were presented in the portfolio, including availability, meeting budget and schedules.</p> <p>As part of the aforementioned impression, the bidder will be entitled to hold talks with the contacts in such projects.</p>		<ul style="list-style-type: none"> <li>• Reasonable level of impression = 3 points and up to 5 points</li> <li>• Very positive impression = 6 points</li> </ul>
10.	<p>Impressions of general Hospital design projects as well as complex projects for which <b>the International Architect</b> provided architectural services and which were presented in the portfolio, including availability, meeting budget and schedules.</p> <p>As part of the aforementioned impression, the bidder will be entitled to hold talks with the contacts in such projects.</p>	6	<ul style="list-style-type: none"> <li>• Low level impression = up to 2 points</li> <li>• Reasonable level of impression = 3 points and up to 5 points</li> <li>• Very positive impression = 6 points</li> </ul>
11.	<p>Impressions of medical building planning projects and complex projects carried out by <b>the International Planning Manager</b>, as well as impressions of its previous projects (even if they are not medical buildings or complex projects) that were presented in the portfolio, including availability, meeting budget and schedules.</p> <p>As part of the aforementioned impression, the bidder will be entitled to</p>	6	<ul style="list-style-type: none"> <li>• Low level impression = up to 2 points</li> <li>• Reasonable level of impression = 3 points and up to 5 points</li> <li>• Very positive impression = 6 points</li> </ul>

#	Criteria	Parameter scoring	Description of rating levels (from low to high)
	hold talks with the contacts in such projects.		
12.	The proposed team structure for this project, including the proposed personnel and the team's approach to the project.	10	<ul style="list-style-type: none"> <li>• Low level impression = up to 3 points</li> <li>• Reasonable level of impression = 4 points and up to 6 points</li> <li>• Very positive impression = 7 points and up to 10 points</li> </ul>
13.	General impression based on the presentation (as defined in section 9.4.1.3). The presentation will examine, among other things, an understanding of the complexity of the project, work methodology, and the ability to work in a multidisciplinary team.	10	<ul style="list-style-type: none"> <li>• Low level impression = up to 3 points</li> <li>• Reasonable level of impression = 4 points and up to 6 points</li> <li>• Very positive impression = 7 points and up to 10 points</li> </ul>

9.4.1.2. As part of the examination of the quality of the proposal, the Sheba Negev Tenders Committee intends to be assisted by a professional committee for consultation (the "**Advisory Committee**"). The Advisory Committee is entitled to invite experts and consultants to participate in its meetings at its discretion and with the approval of the Sheba Negev Tenders Committee. For the avoidance of doubt, the findings and recommendations of the Advisory Committee shall not bind the discretion of the Sheba Negev Tenders Committee and it will be entitled to make any use of them that it chooses at its full discretion.

9.4.1.3. In order to score criterion 13 in the above criteria table, the bidder will be required to submit a presentation with details about its proposal (the "**Presentation**"). Notice of the date and location of the presentation will be sent to the bidders at least 14 days in advance and will include, inter alia, the location and time of the presentation and the amount of time required for the presentation. The presentation will be required to be attended by a senior officer of the bidder, the Project Architect and the International Planning Manager, or a senior officer of the International Architect (the "**Participants in the Presentation on behalf of the bidder**"). Sheba Negev will be entitled, at its discretion, to hold the presentation physically or through a visual conference, as well as to split the presentation and the manner of arrival between the Israeli team and the international team. Sheba Negev will be entitled to film and record each of the presentations for future use.

- 9.4.1.4. At the presentation, the participants in the presentation on behalf of the bidder:
- (a) 4 sheets of A0 size presenting the main points of the proposal of the bidder, glued on a hard base, arranged vertically, and 4 printed copies A4 of a document describing the main points of the planning proposal as set out in section 3.1.2 above. bidders will be required to submit the above documents physically to the representative of Sheba Negev at the address indicated in the aforementioned Sheba Negev notice, at least 24 hours before the presentation, and these will be placed in the presentation room for the sake of the presentation itself and they will remain for the continuation of the Advisory Committee's deliberations even after the end of the presentation. For the avoidance of doubt, the above does not detract from the right of Sheba Negev and the Advisory Committee to demand additional details and documents from each bidder for the purpose of examining the quality of its planning proposal.
  - (b) They will be required to answer professional questions regarding the proposal, as well as questions regarding experience, professionalism and work methods.
- 9.4.1.5. The performance of the services will require the bidder to have a special relationship of trust towards Sheba Negev, taking into account the nature and complexity of the services, as well as the fact that this is a unique project, with a significant financial scope and with broad implications for the country's population. Due to the characteristics of the project, its sensitivity and scope, the Sheba Negev Tenders Committee has approved that some of the prerequisites for the Tender will exceed the maximum threshold conditions specified in the Addendum to the Tenders Duty Law, 5752-1992.
- 9.4.1.6. The above criteria, which deal with the experience of the bidder and/or anyone on its behalf and the impression of previous projects of any of them, will be examined both on the basis of the documents submitted by the bidder as part of its proposal, including the portfolio, and on the basis of the opinions of the bidder's clients, the Project Architect and the International Architect/International Planning Manager. The examination of the opinions of such clients will be carried out through a conversation with those clients (who will be chosen at the sole discretion of Sheba Negev) to obtain their opinion on the services they received from the bidder or (as applicable) the Project Architect, the International Architect or the international planning manager. Sheba Negev will also be entitled to visit the project site of these clients and examine the projects and their quality. Sheba Negev does not undertake to contact all the clients whose details will be detailed in Appendix F to the Tender. In addition, in the event that Sheba Negev fails to contact any of the clients detailed in Appendix F of the Tender, this will be considered a negative impression of the opinions of those clients.
- 9.4.1.7. Only bidders who meet the minimum threshold of a score of 65 points on the quality component will move on to the price proposal stage. Notwithstanding the above, in the event that less than 5 bids receive a

score of 65 points or more on the quality component, the minimum threshold will be reduced to a score of 60 points on the quality component, and any bidder who meets this minimum threshold will move on to the Bid examination stage.

9.4.2. Step 2 – Examining the price quote

Sheba Negev will open, examine and score only the bidders' bids that have passed Stage A as detailed in the section 9.4.1.7 above.

9.5. Selection of the Winning Bidder on the basis of a final weighted score of the proposal;

The bids of the bidders who have moved to Stage B (the stage of examining the Bid as stated above) will be examined and graded as follows:

9.5.1. The weight of the qualitative component (Q) will constitute 80% of the final grade in the Tender. The score for the qualitative component will be calculated as follows:

$$\frac{\text{Proposal Quality Score pursuant to section 9.4.1 above}}{100} Q =$$

9.5.2. The weight of the Price quote (P) will constitute 20% of the final score in the Tender. The score for the Bid will be calculated as follows:

$$\frac{\text{Lowest Fee Percentage Offered Among Qualified Proposals}}{\text{The percentage of fees in the price quote being examined}} P =$$

9.5.3. The final weighted score of the proposal (FS) will be calculated as follows:

$$80*Q + 20*P=FS$$

9.6. Subject to Sheba Negev's powers under this Tender and without derogating from its powers under the law, Sheba Negev will select the bidder who received the highest final weighted score (FS) among the qualified bidders, as the winning Bidder in the Tender.

9.7. Sheba Negev will be entitled to notify the bidder whose Bid was ranked second, of its selection as a second ranked bidder (hereinafter: "the Second-ranked Bidder"). If the Winning Bidder whose Bid was ranked first is canceled or the engagement with it is terminated within 9 months from the date of the announcement of the Winning Bidder, Sheba Negev will be entitled, at its sole discretion, to declare the second ranked Bidder as the Winning Bidder and enter into an agreement with it. Upon such selection, the validity of the Second-ranked Bidder's Bid will be automatically extended for an additional period of 10 months from the date of such declaration. The aforesaid does not impose any

obligation on Sheba Negev to choose the Bid with the highest overall score or any Bid whatsoever or to enter into an agreement with the second ranked Bidder.

#### 10. **Engagement with the Winning Bidder**

- 10.1. As a condition for Sheba Negev's engagement in an agreement with the Winning Bidder, the Winning Bidder is required to provide Sheba Negev with insurance approvals as required in the agreement, and all this no later than 7 days from the date of receipt of a notice that its proposal has been selected as the winning Bid in the Tender or any other date determined by Sheba Negev in a notice to be sent to the Winning Bidder.
- 10.2. If the Winning Bidder does not meet the timetables set out above, Sheba Negev, at its sole discretion, will be entitled to cancel its winning bid.
- 10.3. Notwithstanding all the provisions of the Tender, the granting of a winning notice to the Winning Bidder will not impose on Sheba Negev any obligation towards it, including an undertaking to enter into an agreement with it. An engagement between Sheba Negev and the Winning Bidder is subject to, inter alia, the issuance of an approved work order to the Winning Bidder by Sheba Negev and the signature of Sheba Negev on the agreement.

#### 11. **Miscellaneous Instructions**

- 11.1. Sheba Negev is entitled, at any time until the deadline for submission of bids and at its sole discretion, to change any of the terms of the Tender and its appendices, whether on its own initiative or in response to questions or requests from bidders to be submitted in accordance with the provisions of 7 (Clarification Questions).
- 11.2. In submitting its Bid to the Tender, the bidder confirms that it has received the Tender documents, read them and understood them, and that it accepts their terms and all the obligations contained therein without reservation and that it waives in advance any claims and/or demands in relation to the Tender documents and the conditions included therein.
- 11.3. The bidder must independently inspect, at its own expense and responsibility, all aspects relating to the services, including the provisions of the agreement and its appendices, as well as any legal, planning, engineering, operational, or business data relevant for the purpose of submitting the proposal and performing its obligations under the agreement.
- 11.4. In the event of a discrepancy between the Tender documents, the order of priority between the documents will be as detailed in the agreement. For the avoidance of doubt, it is clarified that in the event of a contradiction between the bidder's proposal and the Tender documents, the bidder will be bound by a provision or document granting Sheba Negev the maximum rights, unless Sheba Negev determines otherwise. Without derogating from the generality of the aforesaid, it is clarified that the bidder is obligated to provide the services in accordance with its proposal, even to the extent that it is stringent in relation to the provisions of the other Tender documents.
- 11.5. By submitting its Bid in a Tender, the bidder declares and undertakes that it is entitled to enter into an agreement with Sheba Negev in accordance with the Tender documents, in accordance with any law and agreement, and that it has all the approvals, permits and

licenses necessary to carry out its activity and to fulfill its declarations and obligations in accordance with the Tender documents. This includes the bidder undertaking that its proposal is submitted by it without connection and without coordination, whether directly or indirectly, with other participants in the Tender.

- 11.6. The Tender documents can be downloaded, free of charge, from the Yahalom website, starting from the date of their publication as detailed in the table of dates.
- 11.7. Sheba Negev does not undertake to order all the services from the Winning Bidder and it reserves the right to increase and/or decrease the scope of the services, in accordance with the provisions of the agreement. This Tender and/or the agreement with the Winning Bidder does not grant the Winning Bidder any exclusivity.
- 11.8. All the Tender documents are the exclusive property of Sheba Negev and all the intellectual property rights in them belong to Sheba Negev. The bidder will not use the Tender documents for any purpose whatsoever, except for the purpose of submitting its proposal. Sheba Negev will be entitled to make any use of the bidder's Bid documents, without obligating Sheba Negev to make any payment and/or any notification to that bidder.
- 11.9. Sheba Negev reserves the right to reject any Bid or all of the proposals and to cancel the Tender and/or to extend, advance or postpone any of the dates specified therein, all at its sole discretion. In any case as aforesaid (including in the event of cancellation of the Tender), Sheba Negev will not be obligated to compensate the participants in the Tender and/or pay them any payment.
- 11.10. The overall responsibility for checking the information, the legal, professional and business situation, the preparation of all the required documents, the execution of any engagement, expenses, payment of fees, the employment of consultants, the preparations and work done for the purpose of providing the services in accordance with the Tender documents, including expenses and costs for participation in the Tender, will apply to the bidder only. Sheba Negev and anyone on its behalf will not be responsible for any expense, damage or loss caused to any of the bidders in connection with their participation in the Tender, including in the event of its cancellation.
- 11.11. If an authorized court finds that a clause or clauses in the Tender documents, or parts of a clause or clauses in the Tender documents, are invalid, or are void, or cannot be enforced, this will not harm the other parts of the Tender documents, which will remain valid and binding for all intents and purposes.
- 11.12. Sheba Negev will be entitled at any time and at its absolute discretion to transfer its rights and/or obligations under the Tender and/or the proposal and/or the agreement to any third party, provided that the person to whom such rights and obligations have been transferred, will bear all of Sheba Negev's obligations towards the bidder in accordance with the Tender and/or the proposal and/or the agreement. In the event that Sheba Negev transfers its rights and/or obligations as aforesaid, the terms of the Tender and/or the proposal and/or the agreement, as the case may be, will be identical to the terms of the current documents with the required changes, and are valid towards the parties.

11.13. The laws of the State of Israel shall apply to this Tender. Jurisdiction in all matters relating to this Tender and any dispute deriving therefrom, will be exclusively vested in the competent courts in Tel Aviv-Jaffa.

With great respect  
and blessing,  
Sheba Negev Ltd.

**Appendix A**  
**Project Description**

1. Purpose of the Hospital construction project

- 1.1. In accordance with the government's decisions regarding the development of the Negev and the health system, with an emphasis on the Southern District, the establishment of the Hospital is being promoted. This decision is intended to significantly expand the scope and quality of the medical response to all the diverse populations of the south, and to adapt it to the response provided to the residents of the center of the country, taking into account the growth and expected changes in the population of the south in the coming decades.
- 1.2. The Hospital will be a significant leap forward in the Israeli healthcare system, combining advanced planning principles, sustainability, optimal user experience, and groundbreaking technologies. The architectural design will focus on realizing this vision through smart, integrative and innovative planning, which will ensure the Hospital's success in the future, while creating new standards for the world of medicine. The Hospital's vision is to serve as a role model in Israel and around the world, adapted to the needs of the community in the south, while integrating innovative and groundbreaking technological medical methods with international medical standards.
2. The Hospital will be owned by Negev Peres, which is held in equal parts by the Leumit and Meuhedet health funds. It is expected that this fact will also help the health funds to expand the scope of medical services provided in the community and the quality of services through a continuum of work between the community services and the medical services that will be provided at the Hospital, and in addition to creating competition and additional choices for patients in the Southern District.
3. Sheba Tel Hashomer Medical Center was chosen to design, establish and operate the Hospital, thanks to its proven operational and clinical excellence and capabilities, its size and world-class reputation, its commitment to world-leading public medicine and professional excellence. These operations are carried out by Sheba Negev (a wholly-owned subsidiary of Sheba Tel Hashomer).

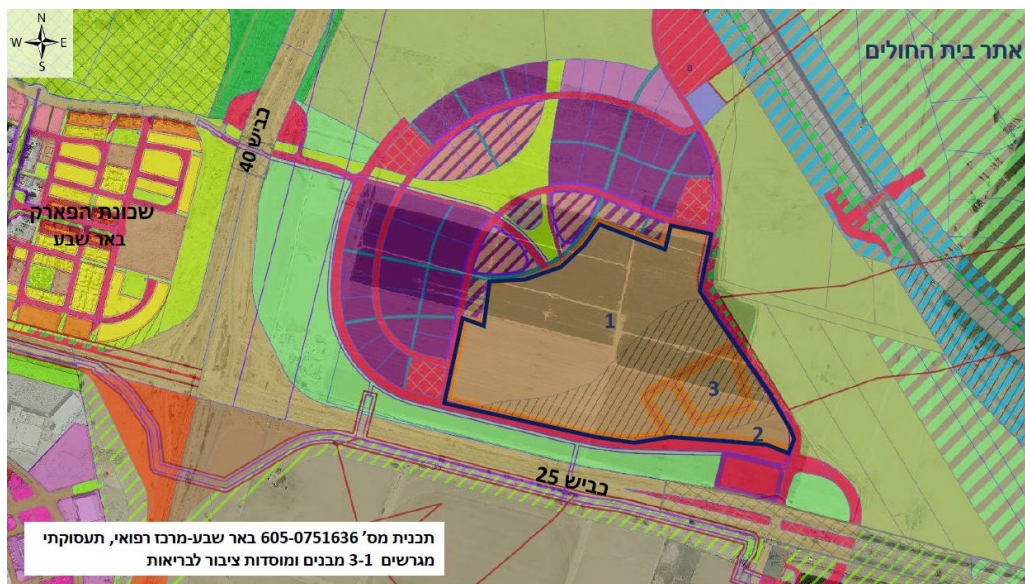
4. Location

The Hospital will be built within the city of Be'er Sheva, northeast of the Sara Interchange (the intersection of Route 25 and Route 40 – in the area of coordinates X184840, Y570650) as marked below:



The area allocated to "Public Health Buildings and Institutions" for the construction of the "Negev Peres" Hospital is about 430 dunams in accordance with the approved 605-0751636 plan.

The Hospital complex is part of a new urban quarter that will be built in the eastern part of Be'er Sheva, which will also include areas for employment, research, laboratories, public institutions and more in connection with the Hospital.



## 5. Scope of the project

- 5.1. The valid zoning plan allows for the construction of a large medical center with a scope of about 2,100 beds and a construction area of about 710,000 square meters.
- 5.2. As of the date of publication of the Tender, the program for the first phase of the project (which is attached as part of Appendix C to the Tender) stands at an

operating scope of approximately 600 beds (the "**First Stage**"). However, the attached program is only on a principled level, not final, and the planning of the project is subject to updates and changes, including expansion beyond the aforementioned first stage. Among other things, the possibility of establishing a Psychiatric Hospital with an additional 500 beds may be examined already in the first stage. Therefore, the architectural design of the project by the Winning Bidder will be required, inter alia, to address the modularity of the program as stated above and the possibility of expanding and enlarging the hospital.

5.3. The location of the rooftop will be in accordance with the proposed planning for the first stage and not in accordance with the provisions of the valid zoning plan.

6. Schedule for the opening of the hospital

6.1. The hospital is expected to open to the public in stages, starting 7 years from the date of publication of this Tender. These schedules are approximate only and do not require Sheba Negev.

6.2. The project depends on state funding, and accordingly – the engagements with the winning supplier will be adjusted to the stages and progress of the budget approvals.

Appendix B  
The Agreement  
[Attached separately]

## Appendix C

Guiding principles and guidelines for planning (including a program of principles)  
These principles are correct as of the date of publication of the Tender and are only preliminary.

Additional instructions/changes, etc., will be communicated to the winner during the planning period

The hospital will be established as a leading and groundbreaking medical center and will integrate innovative medical technologies and methods at international standards, with an emphasis on full integration between advanced systems, an innovative work environment and an optimal human experience for all who come through its doors.

The hospital will be part of the Southern Community, a center of attraction for health professionals, students, interns, and researchers and will contribute to the region's economic and social growth. It will serve as a center of medical innovation and will offer collaborations with biotech companies, research institutions, and academia to ensure the continuous development of advanced medical solutions.

The construction and development of the complex will be based on advanced sustainable principles, taking into account the Negev climate and future climate changes. The hospital will integrate into the surrounding urban space and the nature of the Negev. The complex will be designed in a way that will place the pedestrian at the top of the priority scale, encourage a short comfortable, thermally comfortable, interesting and safe walk between the buildings and allow easy orientation for all users.

The hospital's design will be based on architectural, medical, technological, environmental and operational planning principles, which focus on creating an optimal healing environment for patients, their families and caregivers with maximum operational efficiency.

The planning should take into account the complexity of the project, the hospital's growth potential, and more, while creating the possibility of maintaining full functional continuity in various emergency events.

### 1. Planning

#### 1.1. **Construction & Environment**

1.1.1 **A "zero-carbon" green hospital** – the design will be based on advanced sustainability principles, taking into account the desert climate and future climate change.

Advanced technologies for the production, utilization and storage of renewable energy, shading solutions, and building materials will be combined to improve insulation and energy savings.

1.1.2 **Resource Management – The operation** of the hospital will include advanced green systems and infrastructures for the treatment of waste (including medical waste and hazardous materials), water, runoff and wastewater, with automatic separation and marking, maximum recycling capacities and reduction of waste generation.

1.1.3 **Evidence-Based Design (EBD)** - Hospital design will be based on relevant research in the field of health care design.

Wellness principles will be combined to create a therapeutic environment that supports recovery, reduction of complications, and mental well-being.

- 1.1.4 **Distances and Walkability** - Walking distances and mobility to and from the building should be minimized as much as possible for patients, staff and logistics, taking into account the surrounding and internal movement system.
- 1.1.5 **Unique Exterior** - The façade of the buildings and public space, including the facades of the buildings, will reflect the hospital's being "extraordinary" and the beginning of a new era.
- 1.1.6 **Modularity and Resilience** – The hospital's design will be based on grid and modularity and will enable genericity and flexibility to adapt to changing and dynamic needs, such as: possibilities for the hospital 's growth, changing the nature of departments during pandemics, the introduction of new units and technologies that affect construction, etc.
- 1.1.7 **Connection to the environment** – A vision must be presented that integrates the project into the future system of the hospital in its full scope, and in the surrounding complex (employment areas, residences, park) and in the city of Be'er Sheva.

## 1.2. Traffic

- 1.2.1 **Intuitive orientation** - The design of the hospital will allow easy movement and orientation for visitors.
- 1.2.2 **Entrances** – The location of the main entrances/main entrance hall should be presented to patients, invitees, visitors, and staff, with the possibility of quick passages, a clear connection to the emergency room, and easy access to institutes, clinics, and imaging. The point of entry will also be the beginning of a digital admissions for patients, and guidance for visitors based on a digital model assisted by service attendants.
- 1.2.3 **Clinics and institutes** - It should be noted that these areas have the largest number of daily visitors, not all of them are repeat visitors.
- 1.2.4 **Pedestrian and vehicle traffic**- The principles of movement of pedestrians, cyclists and vehicles (including the disabled and the chronically ill) must be presented within the complex that includes hundreds of parking spaces and bicycle paths.
- 1.2.5 **Operation and maintenance vehicles**- Traffic principles must be presented to these vehicles, including employee transportation, electric charging, and vehicle handling workshops.
- 1.2.6 **Intra-hospital movement**- The layout of the units will be optimally planned in accordance with the various affinities between the departments. The core of the hospital (ER, imaging, operating rooms, intensive care) will be adjacent to inpatient and ambulatory services, and all will be supported by maintenance, logistics, security and support units.
- 1.2.7 Separation in the various corridors in the hospital between the patients and the visitors.
- 1.2.8 **Internal Traffic Axis** – A distinct internal traffic axis will be designed, which will link the horizontal traffic systems to the vertical traffic shafts, in dimensions suitable for the movement of pedestrians, carts and robots.

- 1.2.9 **Supply movement**- The supply movement will be planned mainly underground with minimal horizontal movement on the upper floors. There will be a separation between clean and dirty traffic and it will rely on pneumatic systems (for pharmacy, laboratories, blood bank, garbage and laundry).
- 1.2.10 **Supply location** – A location for sterile supplies, a logistics center, a kitchen and distribution center, and waste transit stations must be presented.
- 1.2.11 **Elevators - Vertical Movement** - A complete separation between patients, visitors, and logistics elevators will be planned. The location and quantity of elevators will ensure efficient and respectful movement from the hospitalization wards to the core units, and a high level of service for all users. All elevators will fit a bed + a minimum of 3 companions.  
Elevators from the rooftop will be adapted to at least two patient beds and at least two staff members.  
Elevators between the emergency room and the intensive care unit will be designed in advance in a size suitable for a TN bed + a portable resuscitation machine and a portable ECMO.  
The logistics elevators will have an infrastructure that will allow the movement of autonomous vehicles, including suitable waiting spaces.
- 1.2.12 **Parking and parking lots** – at least 800 parking spaces will be planned underground. The rest will be planned in outdoor lots that will be shaded by trees, photovoltaic systems, etc.  
Emphasis will be placed on ensuring disabled parking spaces and parking spaces for chronic patients who come for daily treatment at the institutes.  
A place will be defined for the center's operational vehicles, including buses/minibuses, electric charging, vehicle care workshops , etc.

### 1.3. The "smartest hospital in the world"

- 1.3.1 **AI-Based** - The hospital will be designed to use artificial intelligence (AI) to improve medical care, operations, and the experience of patients and visitors, to make operations efficient and accurate, and to reduce the overall cost. Increasing the efficiency of medical technology activity will affect the amount of spaces required for the flow of patients, such as: dressing rooms, preparatory rooms, etc.
- 1.3.2 **Automation and remote control** – The systems, physical infrastructures, technologies, instrumentation, and interfaces will enable automation, remote control, and AI-based centralized operation.  
Various technological means will collect operational information from monitoring medical equipment, monitoring of pharmaceutical and consumable equipment inventories, environmental sensors (temperature, humidity, air quality), access and traffic control systems, and more.  
For optimal operational continuity – infrastructure management and building maintenance will be based on smart sensors controlled remotely, and on an AI-based digital platform, which enables continuous monitoring, real-time data analysis and immediate response to breakage malfunctions, and even automatic scheduling of preventive maintenance operations with the technical teams. **Care Control Center (CCC)** - All of the hospital's systems will be connected to an integrated control center that will monitor the hospital's

activities 24/7, and will enable a quick and focused response to any event. CCC is a central integrative arm for the operation and operation of the medical center in routine and emergency situations. It is a one-stop shop in which a multidisciplinary team operates – operation, control, 106 hotline, transportation, telecommunications, security, etc.

- 1.3.3 **Telemedicine and remote monitoring** – treatment and home hospitalization with remote monitoring as part of the departments' routine activities.

#### 1.4. World Leader

- 1.4.1 **Technological Pioneer**- The hospital will be a pioneer in experimenting with advanced methods and technologies, and will serve as a controlled testing field prior to lateral adoption.
- 1.4.2 **Extensive computing infrastructure** – In order to support these systems and technologies, an extensive computing infrastructure is required: an advanced server farm and the deployment of communication rooms and a network of vertical communication shafts throughout the complex.
- 1.4.3 **Flexibility and Resilience** The physical design will be flexible in a way that supports transformation, innovation, and the use of advanced medical technologies.
- 1.4.4 **Paperless** – Although the information will be predominantly digital, an archival design for physical medical records is required.

## 2. The Human Experience

The hospital's units and spaces (treatment rooms, public spaces, offices, facilities and systems) will provide a pleasant and positive physical and mental experience for everyone who comes to the hospital: patients, caregivers, family members, companions, visitors and staff.

The planning will enable a smooth transition between the "stations" in the hospital, between the home and the hospital for patients in hybrid hospitalization, and in general in the entire transition between health and patient conditions at the hospital's interface with community medicine.

Attention should be paid to the flexibility of the system and the ability to make future changes.

### 2.1. "Feel at home" in a hospital

- 2.1.1 **Hospitality experience** – designing an environment that combines medical efficiency with comfort and hotel aesthetics (considering budget and maintenance constraints). This is done through spacious hospital rooms, natural light, a combination of acoustic elements and natural and relaxing finishing materials.
- 2.1.2 **A typical hospital room** – design, furnishings and accessories with a homely and comfortable appearance that will allow for a dignified stay of an escort, including the possibility of accommodation, personal storage, etc.
- 2.1.3 **Smart and quiet systems** - systems in the hospitalization environment will be quiet and smart, remotely controlled and personal for each patient, with automatic adaptation to different situations (night, treatment, routine).
- 2.1.4 **Infection prevention and privacy** - Emphasis on infection prevention and creating as much visual and acoustic privacy as possible between patients.

- 2.1.5 **Systemic flexibility** – emphasis on system flexibility and adaptability to future changes.
- 2.1.6 **Optimal environmental conditions throughout the patient's and visitor's journey** - good climate control, lighting that supports the traffic arteries outside and inside the buildings, separation between main and secondary logistical traffic arteries, emphasis on the width of corridors and room doors for patient movement.
- 2.1.7 **"Hotel" design for common spaces** - waiting areas and foyers as a shared living room alongside intimate seating areas, a combination of clear visual orientation points, a combination of art and music with elements to reduce noise, balconies or gardens, pleasant dining areas, and a scattering of cafes, catering and commercial areas.

## 2.2. Transparency and accessibility of information to patients and their families

The communication between the patient and the staff will be open and accessible so that an experience of partnership, involvement and control will be created by the patient and his companions in his medical condition and the treatment given to him.

- 2.2.1 **Digital Medical Information** – The placement of screens and audio and video systems in hospital rooms or clinics will reflect medical information on demand and the patient's condition, while addressing privacy between patients in the room
- 2.2.2 **Accessibility to staff** - The nursing station will be designed in an open and accessible way for inquiries from patients and caregivers, and quiet areas will be planned for intimate conversations with the staff.

## 2.3. Streamlining the patient's time and minimizing bureaucracy

- 2.3.1 **Automatic appointment scheduling** - integration into an automatic appointment scheduling system from the moment of arrival, based on facial recognition and automatic budget approval between systems.
- 2.3.2 **Limited reception stations** - Planning of small administrative reception stations alongside solutions such as self-admission stations and the production of personal paperwork/stickers. The administrative treatment areas will be concentrated at a divisional or floor level and not for each department separately.
- 2.3.3 **Functional Waiting Areas** - Designing pleasant and functional waiting areas that will enable the promotion of medical treatment (filling out questionnaires, watching instructional videos, having a preliminary conversation with service attendants) and personal activities.

## 2.4. The Hospital Staff Experience

The employee and work environment in the hospital are a major factor that affects performance, employee well-being, and the success of the entire organization.

The physical space should be designed to suit different needs, such as comfortable work stations for the various professionals, rest areas for the staff according to the daily routine, and the design of public spaces that promote physical and mental health.

Beyond the personal physical environment, the work environments and the relationships between them must be planned in a way that supports the flow of work

processes and effective communication between and within the various departments and divisions.

- 2.4.1 **Nurses and Physicians- Adapted Physical Space** - Planning a physical space adapted to different needs: comfortable work stations, rest areas for staff and the design of public spaces that promote physical and mental health.
- 2.4.2 **Faculty environment** – creating a healthy work environment. The standard and atmosphere of a high-tech company.  
Welfare, coffee and learning corners will be planned.  
This environment will be staff-only accessible, visually separated from the care and waiting environments.
- 2.4.3 **Dining room** - A dining room for employees will be planned with different serving tracks (meat, vegetarian) and the ability to accommodate about 600 employees in each round, in three rounds per lunch.  
The plan will include a variety of seating areas, including outdoor ones, with natural light and vegetation for a sense of health and relaxation.  
The dining room will be designed in advance with a growth capacity of 60% in the future without interference with other components.
- 2.4.4 **Learning and welfare facilities** - planning an auditorium, library, reading rooms, and classrooms that will enable the management of a teaching hospital and training for medical professions. Design of meeting rooms and staff in the various departments and throughout the hospital.
- 2.4.5 **Prayer and Religion Areas** - Planning prayer and religious areas for all populations (for staff and visitors).

### **3. Operations & Maintenance**

The logistical support will be "hidden" from the visitors' eyes, in order to provide a hotel service experience and high safety (prevention of road hazards, cleaning).

- 3.1. **Equipment and Supply Management** – The supply chain will be based on robotic transportation, including the necessary spatial preparations. (Sterile equipment, pharmaceuticals, medical devices, consumables, furniture, computers, farms, etc.) .
- 3.2. **Textile care** – a laundromat will be designed by others in a separate building.  
In any case, a textile area should be planned for the reception, handling and distribution of the clean textiles, a complex for contaminated laundry, storage and a toilet area and an administration area for the staff.
- 3.3. **Food preparation and distribution** - the kitchen will be central and will operate in a "cook-cool" method. As for food distribution:
  - 3.3.1 **Division into departments in heating trolleys:** a controlled, shaded and ventilated route, as much as possible underground. An organization plaza will be allowed at the base of the elevators for efficient and rapid dispersion.
  - 3.3.2 **Advanced Patient Distribution:** Support for an advanced concept that includes the ability to store food in a personal refrigerator, flexible distribution scheduling, food ordering according to personal preference, and robot delivery to bed

#### 4. Highlights for the planning of the inpatient wards

- 4.1. **Compliance with the requirements of the program** – The planning will contain at least the requirements of the Ministry of Health's basic program, with the possibility of proposing innovative concepts to improve the experience of patients and caregivers.
- 4.2. **Encouraging activity and movement** – The ward's planning will encourage activity and movement of the patients to shorten their stay and return to functioning, while challenging traditional ward perceptions.
- 4.3. **Uniform and modular layout** – the departments will be designed in a uniform, modular layout (modules, frame, infrastructure, passageways, vertical shafts) that will allow adjustments to unique departments. The width of the rooms will be a minimum of 4.5 meters.  
As much as possible, pre-fabricated ingredients should be offered for repetitive ingredients.
- 4.4. **Emergency situations** – the planning must be in accordance with the HFC's guidelines and in accordance with any law. Later, the client may give additional instructions, including the reduction of hospital wards to the subland, all in accordance with the guidelines that will be approved by the State Management.
- 4.5. **Hybrid** – the planning of the construction, infrastructures and systems will simultaneously allow several types of hospitalization/treatment under the responsibility of the same department (for example, a combination of hospitalization and home hospitalization).
- 4.6. **Focus and separation of areas** – separating the treatment areas (beds, treatment rooms) from the logistics, administration, and family hospitality areas (which can be shared by more than one department). This is in order to allow privacy for patients (with their companions) and privacy for staff on the one hand, and to create cozy shared spaces on the other.
- 4.7. **Additional treatment areas:**
  - **Clinic/office of caregiver:** for examination, conversation and treatment of physical and virtual patients (in home hospitalization).
  - **Co-treatment space:** for physiotherapy, occupational therapy, group meetings, games, etc., according to the department's specialization.
  - Offices for psychologists, social workers, etc., can be part of a department or a center for several departments as long as the service is shared.
- 4.8. **The Nurse Station of the Future** – an examination of the components of the traditional nurse station based on technological capabilities and the improvement of new work processes and professions that complement the work of nurses.

- 4.9. **Logistics areas** – storage spaces at the division and department levels, medicine room, transit and transportation corridors, cleaning and operation rooms, laundry shafts and various types of waste, loading sites for robots and equipment, and more.
- 4.10. **Desk / Team-Family Meeting Point** – A place is required where the patient or companion can access a personal meeting with a staff member who is available to assist with any questions and requests. The personal meeting place can be in the form of an information desk, or it can be in the form of a host living room.
- 4.11. **Staff welfare areas** – It is necessary to plan different areas where staff members can work – hold physical or virtual meetings, work quietly on a hospital computer or a computer on an external network, rest areas, a kitchenette and a shared dining area, and more.  
Changing rooms, showers and areas for storing personal belongings should be planned.
- 4.12. **Welfare areas for the patient and his family** – **areas** for waiting and staying together for the patient and visitors who come to him. The infrastructure and equipment of the area should be established in a way that will support the variety of activities that the patient and visitors want to carry out – watching TV, eating together, working with a computer, reading, playing, etc.

## 5. Highlights for the emergency medicine center

- 5.1. **Specialized emergency rooms** – **Specialized emergency rooms** (children, midwives) will be attached to the central emergency room, which will allow for a convenient continuum of processes and treatments with maximum services in immediate vicinity. A day oncology emergency room will be planned. It is necessary to ensure the planning of the emergency room that allows the absorption of psychiatric patients.
- 5.2. **Smart RAD** – the ability to receive and triage using AI under the supervision of a physician, in a unique environment that is adapted and provides the best human experience.
- 5.3. **Early Screening Process** – The emergency room will operate as a screening process that begins at the patient's home, through a joint digital mechanism with the HMOs. The goal is to shorten waiting times and make a faster decision.
- 5.4. **Staff well-being** – work and welfare environments for staff, duty rooms, equipment cabinets, and more should be planned.

## 6. Highlights for operating rooms

- 6.1. **Part of the core of the hospital** – it is required to plan near the emergency room, intensive care.
- 6.2. The possibility of increasing the number of rooms without interfering with existing construction should be maintained, including an increase in reception units, recovery, sterile supplies, and other components of the system, all subject to the guidelines of the State Management.

**6.3. Adaptation to technology** – one must take into account the world of high-tech operating rooms, medical equipment and heavy examination, and its expected development (robotics). (AI It should be taken into account that the storage areas for the equipment will increase accordingly.

## **7. Highlights for Ambulatory**

**7.1. Modular rooms** – the rooms will have no permanent ambulatory identity, with the ability to "exchange identities".

**7.2.** Room resource management will be centralized, and digital signage will be updated accordingly.

**7.3. Telemedicine** – the structure of the rooms and the infrastructure will be designed to maximize the ability to perform telemedicine with optimal quality on both sides of the meeting (patient with a remote therapist, therapist with remote consultation/accompaniment). With the support of screens and advanced peripherals.

**7.4. Room size** – the call area will fit 4 people (therapist, patient, chaperone, interns). Screens will be on the walls. There will be no desk with a computer between the therapist and the patient, and the free discussion will be supported by a clinical documentation system that will be transcribed into the medical file.

**7.5. IPU rooms** – about 10% of the meeting rooms will be adapted to the IPU operating model when the patient waits in the room and the therapists enter and exit through a separate door.

**7.6. Dedicated operating rooms** – rooms that are non-generic and uniquely adapted to the needs of the institute according to the procedure and equipment.

**7.7. Infrastructure for advanced support** – the rooms will be supported by infrastructures that enable remote medical assistance, learning and investigation, sensors, and advanced operational response.

**7.8. Day Hospitalization/Recovery Complexes:** As generic planning as possible, with maximum privacy.

It can be assumed that every patient has an escort, and it is necessary to allow him a place and pleasant conditions for his stay.

It is necessary to create a bright and healthy environment, with a comfortable position, leisure infrastructure, respectful visual and acoustic separation, and advanced monitoring infrastructure.

**7.9. The faculty environment** – the standard and atmosphere of a high-tech company.

In addition to the offices, work stations will be planned in 3 configurations – stations with acoustic and visual insulation for remote consultation sessions, open space stations and small idios for 2-3 people.

Welfare, coffee and learning corners will be planned.

This environment will have access to staff only – without patients, and must be visually separate from the care and waiting environments.

**7.10. Reception and waiting spaces** – in light of the assumption that the reception process will begin at home and will be efficient so that waiting times will be significantly reduced, and as a rule, the waiting areas will not be "at the doctor's door" but in common, high-quality areas in a variety of waiting areas (from the main lobby to the building, through the floor, to the institute/clinic itself). "Regional" waiting areas will be planned and not per institute/clinic that will contain comfortable furniture, coffee/water stations, laptop stations, and more.

**7.11. Digital admissions process** - no reception desks, no human administration, but rather through information kiosks and computerized locating (even facial recognition through the hospital's entrance control) and the transfer of information through the app.

In order to encourage employees to move with their families near the hospital, a residential campus will be built inside or near the hospital that will be "the best place to live."

The rest of the construction components required and the accuracy of the components mentioned above for the construction of the hospital will be detailed after the selection of the planning office.

## **8. Step One**

**8.1.** In accordance with what is stated in clause 5.2 of Appendix A, the data regarding the first stage of the hospital's construction, which are detailed in the in-principle program below, are not the final data, but only data that correspond to the hospital's first stage program known at the time of publication of the Tender. These data constitute an estimate only and are presented to the bidders solely for the purpose of preparing the planning proposal submitted by them in the Tender.

**8.2.** Principled Program for the Planning Proposal:

### **Hospitalization:**

- 194 surgical beds, 160 internal beds, 42 intensive care beds.
- Children – 70 hospital beds, 8 intensive care units, 28 NICUs and neonatal intensive care.
- Women – 60 mothers, 20 women, 18 high-risk pregnancies.

### **From the emergency rooms:**

- General- 60 positions (including MRI and 2 CT).
- Children- 20 positions
- Maternity- 12 positions

### **Operating Rooms:**

- 12 operating rooms (of which two operating rooms include a surgical robot)
- 13 delivery rooms and 2 maternity operating rooms

**An ambulatory system** that includes about 60 clinics and:

- 60 Oncology Day Hospital Stations
- 2 ophthalmic operating rooms
- 2 MRIs, 2 CTs, 3 Catheterization Sets, 1 PET Machine, 2 Breast Imaging Systems

**Additional areas:**

The hospital will have about 4,000 square meters of commercial space, a maternity motel, an auditorium for about 350 seats, and administrative and administrative offices that will include about 570 employees.

The hospital will be planned as an independent hospital and will include a kitchen and dining room, a laundromat, a waste collection and sorting system, a logistics center and emergency warehouses, as well as all the technical areas required for the hospital's functioning.

Underground parking will be planned in accordance with the required standard.

## Appendix D

### Quote Form

I, the undersigned \_\_\_\_\_, \_\_\_\_\_ Company (hereinafter: the "**Bidder**"), who wishes to engage with Sheba Negev Ltd. ("**Sheba Negev**") in the framework of a Tender for the provision of architectural services for the construction project of the Shimon Peres Hospital (the "**Tender**"), hereby declare and undertake as follows:

1. The price quote: The proposed fees for the provision of the services in accordance with the provisions of the Tender and the performance of all the Bidder's obligations, in full and on time, as detailed in the agreement and its appendices, to the satisfaction of Sheba Negev, is in an amount equal to \_\_\_\_\_% of the construction cost of the project. [*The Bidder will add the proposed percentage in the blank field*]  
The term "construction cost of the project" shall have the meaning given to it in Appendix B to the Agreement.
2. To the extent that the Bidder's Bid for the Tender is declared as the winning Bid and Sheba Negev enters into an agreement with the Bidder for the provision of planning services for the project, the Bidder undertakes to perform the services in full, in accordance with the provisions of the agreement, in exchange for the fees offered by it as stated above.

And for proof, I have come to the signatory:

_____ Signature and seal of the Bidder	_____ The Role of the Signer on the Behalf of the Bidder	_____ ID number stamped in the name of the Bidder	_____ The name of the signer in the name of the proposer	_____ Date
--	---	--	--	---------------

### Lawyer's Certificate

I, the undersigned \_\_\_\_\_, Adv., confirm that on \_\_\_\_\_ day \_\_\_\_\_, Mr. \_\_\_\_\_ who identified himself by ID \_\_\_\_\_ and signed the above price quote to me on behalf of the above Bidder, and I hereby confirm that his signature is binding on the Bidder on whose behalf he signed for all intents and purposes.

\_\_\_\_\_  
Date

\_\_\_\_\_  
License number

\_\_\_\_\_  
Signature and stamp

## Appendix E1

### Affidavit regarding the absence of convictions for employing foreign workers and the minimum wage

I, the undersigned \_\_\_\_\_ ID \_\_\_\_\_, after being warned that I must tell the truth and that I will be liable to the penalties prescribed by law if I do not do so, hereby declare as follows:

I hereby give this affidavit on behalf of \_\_\_\_\_ who is the Bidder (hereinafter: the "**Bidder**"), who wishes to enter into an agreement with Sheba Negev Ltd., the Tender No. 10003199 for the provision of architectural services for the construction project of the Shimon Peres Hospital. I hereby declare that I am authorized to give this affidavit on behalf of the Bidder.

In this affidavit, the term "**Affiliate**" shall have the meaning as defined in the Public Entities Transactions Law, 5736-1976 (hereinafter: the "**Public Entities Transactions Law**"). I confirm that I have been explained the meaning of this term and that I understand it.

The meaning of the term "**offense**" – an offense under the Foreign Workers Law, 5751-1991 or under the Minimum Wage Law, 5747-1987, and with respect to transactions to receive service as defined in section 2 of the Law for Increasing Enforcement of Labor Laws, 5772-2011, also an offense against the provisions of the legislation enumerated in the Third Schedule to that law.

The Bidder is a corporation registered in Israel.

(mark X in the appropriate square)

- The Bidder and its Affiliate have **not been convicted** of more than two offenses until the deadline for submission of bids (hereinafter: the "**Submission Date**") by or on behalf of the Bidder, under engagement number \_\_\_\_\_ for the supply of \_\_\_\_\_ for \_\_\_\_\_.
- The Bidder or its Affiliate **has been convicted** in a judgment of more than two offenses, **and at least one year has passed** from the date of the last conviction to the date of submission.
- The Bidder or its Affiliate **has been convicted** in a judgment of more than two offenses, **and at least one year has not passed** from the date of the last conviction until the date of submission.

This is my name, here is my signature and the content of the above Affidavit is true.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature and stamp

**Lawyer's Approval**

I, the undersigned \_\_\_\_\_, an attorney, confirm that on \_\_\_\_\_ day, Mr. \_\_\_\_\_ who identified himself by ID \_\_\_\_\_, or who is known to me personally, appeared before me at my office, on \_\_\_\_\_ Street in \_\_\_\_\_ town/city, and after I warned him that he must declare the truth and that he will be liable to the penalties prescribed by law if he does not do so, he signed the above affidavit before me.

\_\_\_\_\_  
Date

\_\_\_\_\_  
License number

\_\_\_\_\_  
Signature and stamp

## Appendix E2

### Affidavit Regarding the Employment of Persons with Disabilities

I, the undersigned \_\_\_\_\_ ID \_\_\_\_\_, after being warned that I must tell the truth and that I will be liable to the penalties prescribed by law if I do not do so, hereby declare as follows:

I hereby give this affidavit on behalf of \_\_\_\_\_, which is the Bidder (hereinafter: the "**Bidder**"), who wishes to enter into an agreement with Sheba Negev Ltd., a Tender No. \_\_\_\_\_ for the provision of architectural services for the construction project of the Shimon Peres Hospital. I declare that I am authorized to give this affidavit on behalf of the Bidder.

Mark an X in the appropriate square:

- The provisions of Section 9 of the Equal Rights for Persons with Disabilities Law, 5758-1998 **do not apply** to the Bidder.
- The provisions of Section 9 of the Equal Rights for Persons with Disabilities Law, 5758-1998 **apply** to the Bidder and it complies with them.

In the event that the provisions of Section 9 of the Equal Rights for Persons with Disabilities Law, 5758-1998 (hereinafter: the "**Equal Rights Law**") apply to the Bidder, it is required to mark an X in the appropriate square:

- 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, it is required to mark an X in the appropriate square:

- The Bidder undertakes that if it wins the Tender, it will contact 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 Law, and if necessary, to receive instructions regarding their implementation.
- In the past, the Bidder undertook to contact 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 Law, it applied as aforesaid, and if it received instructions for the implementation of its duties, **it acted to implement them** (in the event that the Bidder undertook in the past to carry out this request and an engagement was made with it, in respect of which it gave this undertaking).

The Bidder undertakes to transmit a copy of the affidavit he submitted under this paragraph to the Director General of the Ministry of Labor, Social Affairs and Social Services, within 30 days from the date of the engagement.

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Lawyer's Approval

I, the undersigned \_\_\_\_\_, an attorney, confirm that on \_\_\_\_\_ day, Mr. \_\_\_\_\_ who identified himself by ID \_\_\_\_\_, or who is known to me personally, appeared before me at my office, on \_\_\_\_\_ Street in \_\_\_\_\_ town/city, and after I warned him that he must declare the truth and that he will be liable to the penalties prescribed by law if he does not do so, he signed the above affidavit before me.

\_\_\_\_\_

Date

\_\_\_\_\_

License number

\_\_\_\_\_

Signature and stamp

**Appendix E3**  
**Affidavit Regarding The Planning Team And General Experience**

I, the undersigned \_\_\_\_\_, Company \_\_\_\_\_ (hereinafter: the "**Bidder**"), who wishes to enter into an agreement with Sheba Negev Ltd. in the framework of a Tender for the provision of architectural services for the construction Project of the Shimon Peres Hospital (the "**Tender**"), hereby declare and undertake as follows:

A. The planning team (as defined in the Tender) on its behalf includes only the parties whose details are specified in the table below:

Numbered	Name of the planning team member	ID number	Contact Details	Job Description	Notes
1					
2					
3					
4					
5					

Attached to this statement is the CV of each of the members of the planning team described above.

B. The Bidder, the Project Architect and the International Architect (as defined in the Tender) have executed complex planning projects beyond what is required under the prerequisites in the Tender as detailed in the table below:

Numbered	The name of the client in the Project	Contact details of a contact person on behalf of the customer (phone and email)	Description of the Project and the architectural services performed in the Project	The period of performing the services within the framework of the project	Notes
1					
2					
3					

Attached to this statement is a portfolio presenting the aforementioned projects.

This is my name, here is my signature and the contents of my affidavit above are true.

Signature and seal of the Bidder	The Role of the Signer on the Behalf of the Bidder	ID number stamped in the name of the Bidder	The name of the signer in the name of the proposer	Date
----------------------------------	--	---	--	------

**Lawyer's Certificate**

I, the undersigned \_\_\_\_\_, Adv., confirm that on \_\_\_\_\_ day, Mr. \_\_\_\_\_ who identified himself by ID \_\_\_\_\_, or who is known to me personally, appeared before me at my office, on \_\_\_\_\_ Street in \_\_\_\_\_ town/city, and after warning him that he must declare the truth and that he will be liable to the penalties prescribed by law if he does not do so, he signed the above affidavit before me and I hereby confirm that his signature is binding on the Bidder on whose behalf he signed for all intents and purposes.

**Appendix F**  
**Affidavit Regarding Compliance With The Experience Requirements According To The**  
**Professional Prerequisites In The Section 5.2**

I, the undersigned \_\_\_\_\_, Company \_\_\_\_\_ (hereinafter: the "**Bidder**"), who wish to engage with Sheba Negev Ltd. in the framework of a Tender for the provision of architectural services for the construction project of the Shimon Peres Hospital (the "**Tender**"), hereby declare and undertake as follows:

With regard to all the prerequisites detailed in this affidavit below, any reference to a "completed project" means that the execution work of the relevant project has been completed and at least a confirmation of occupancy has been received from the relevant fire services.

Terms that were not explicitly defined in this affidavit will have the meaning given to them in the Tender.

1. The Bidder is an architectural firm that has provided architectural services at least during the 10 years preceding the date of submission of its proposal, and includes at least 10 employees in the field of architecture.
2. The Bidder has provided architectural services for at least five projects that meet the following cumulative conditions: (1) all the projects were completed in the 10 years preceding the date of submission of the proposal and were given a certificate of completion, and (2) **each** of the projects presented includes a medical building with a construction cost of at least NIS 180 million (before VAT); **Or, alternatively**, the total cumulative area of the five projects presented is at least 80,000 square meters (main area) of medical buildings. For the purposes of this section:
  - I. "**Construction Cost**" – the cost of executing the contractor work in the project in nominal values, not including VAT, price increases, planning costs and fees and equipment costs. It is clarified that works that were not planned by the Bidder itself should not be included in the construction cost.
  - II. "**Medical Building**" – a building that is used for medical purposes and is located within a hospital complex, including, but not limited to, hospitalization departments, laboratories and clean rooms, emergency rooms, intensive care units, operating rooms, etc., or nursing homes and assisted living facilities that include nursing hospitalization departments. "Medical Building" for the purposes of this section shall not include office buildings within a hospital complex, clinic buildings or institutes only, and logistical buildings located within the premises of a hospital, provided that for the purposes of meeting the prerequisites, no more than one nursing home/assisted living project shall be presented in any case.

The details of the above projects are as follows:

Numbered	The name of the client in the project	Contact details of a contact person on behalf of the customer (phone and email)	Description of the project and the architectural services performed in the project	The period of performing the services within the framework of the project	Notes
1					
2					
3					
4					
5					

3. The Project Architect provided architectural services at least during the 10 years preceding the date of submission of the Bidder's Bid for the Tender.
4. The Project Architect has provided architectural services in at least three projects for the construction/expansion of a medical building as defined in the section 2 above, in a cumulative area of at least 50,000 square meters in full finalization, completed in the 10 years preceding the date of submission of the proposal All as detailed below:

Numbered	The name of the client in the project	Contact details of a contact person on behalf of the customer (phone and email)	Description of the project and the architectural services performed in the project	The period of performing the services within the framework of the project	Notes
1					
2					
3					

5. The Project Architect has provided architectural services in at least two projects for a medical building as defined in the section 2 above, each of them, with a scope of over 15,000 square meters (main area) managed using BIM All as detailed below:

Numbered	The name of the client in the project	Contact details of a contact person on behalf of the customer (phone and email)	Description of the project and the architectural services performed in the project	The period of performing the services within the framework of the project	Notes
1					
2					

6. The International Architect has provided architectural services in projects outside of Israel at least during the 10 years preceding the date of submission of the Bidder's Bid for the Tender.

7. The International Architect has provided architectural services in at least two projects for the construction or expansion of general hospitals outside of Israel that meet the cumulative conditions listed below:

- I. Each of the projects included the construction or expansion of a hospital with at least 300 beds, including additional areas used for medical purposes such as: emergency medicine, operating rooms, etc.
- II. The projects were completed in the 10 years preceding the date of submission of the proposal.

The details of the above projects are as follows:

Numbered	The name of the client in the project	Contact details of a contact person on behalf of the customer (phone and email)	Description of the project and the architectural services performed in the project	The period of performing the services within the framework of the project	Notes
1					
2					

8. The International Architect has provided architectural services in at least four complex projects, with an area of at least 20,000 square meters (main area) each, in full completion, which were completed in the last 10 years prior to the date of submission of the proposal.

For the purposes of this section, "**Complex Project**" means projects **outside Israel** for the construction of (1) medical buildings (as defined in section 2 above), or (2) university research and laboratory buildings, or (3) technologically advanced enterprises (including clean rooms), or (4) hotels with at least 300 rooms.

The details of the above projects are as follows:

Numbered	The name of the client in the project	Contact details of a contact person on behalf of the customer (phone and email)	Description of the project and the architectural services performed in the project	The period of performing the services within the framework of the project	Notes
1					
2					
3					
4					

9. The International Planning Manager has provided architectural services in projects outside of Israel at least during the 10 years preceding the date of submission of the Bidder's Bid for the Tender.

10. The International Planning Manager has provided architectural services in at least two projects outside of Israel for the construction or expansion of a medical building In the section 2 Above, in a cumulative area of at least 30,000 square meters (main area) in full completion, and which were completed in the last 10 years All as detailed below:

Numbered	The name of the client in the project	Contact details of a contact person on behalf of the customer (phone and email)	Description of the project and the architectural services performed in the project	The period of performing the services within the framework of the project	Notes
1					

2					
---	--	--	--	--	--

11. The International Planning Manager has provided architectural services in at least two complex projects as defined in this section 8 above, in a scope exceeding 15,000 square meters (main area) each, which were managed using BIM And all as detailed in the table below:

Numbered	The name of the client in the project	Contact details of a contact person on behalf of the customer (phone and email)	Description of the project and the architectural services performed in the project	The period of performing the services within the framework of the project	Notes
1					
2					

12. Attached to this declaration are portfolios containing all the projects that I have mentioned in this document above.

This is my name, here is my signature and the contents of my affidavit above are true.

_____ Signature and seal of the Bidder	_____ The Role of the Signer on the Behalf of the Bidder	_____ ID number stamped in the name of the Bidder	_____ The name of the signer in the name of the proposer	_____ Date
--	---	--	--	---------------

**Lawyer's Certificate**

I, the undersigned \_\_\_\_\_, Adv., confirm that on \_\_\_\_\_ day, Mr. \_\_\_\_\_ appeared before me in my office, on \_\_\_\_\_ Street in \_\_\_\_\_ town/city, who identified himself by ID \_\_\_\_\_, or who is known to me personally, and after I warned him that he must declare the truth and that he will be liable to the penalties prescribed by law if he does not do so, he signed the above affidavit before me and I hereby confirm that his signature is binding on the Bidder on whose behalf he signed for all intents and purposes.

## Appendix G

### Subcontractor Undertaking

I, the undersigned, \_\_\_\_\_, a corporation registered in \_\_\_\_\_ under corporate registration number \_\_\_\_\_ (the "**Subcontractor**"), grant this undertaking in connection with the submission of a Bid by \_\_\_\_\_ (the "**Bidder**") to Sheba Negev Ltd. ("**Sheba Negev**") in the framework of a Tender for the provision of architectural services for the construction of the Shimon Peres Hospital (the "**Tender**" and "**Bid**" respectively), and in connection with the Subcontractor's activities as described in the Bid and the agreement that will be signed pursuant to the Tender (the "**Agreement**").

Terms not explicitly defined in this undertaking will have the meaning given to them in the Tender documents.

The Subcontractor hereby represents and undertakes as follows:

1. It has read and understood the Tender documents and the Bid, and it is able to provide the services and deliverables that it is required to provide according to such documents and it will perform such obligations in accordance with the requirements of the Tender.
2. It accepts and agrees to the terms of the Agreement and its appendices, insofar as those relate to the performance of its duties and the obligations that will be imposed on it if Sheba Negev chooses the Bid.
3. It is familiar with all the provisions relating to intellectual property rights, including the waiver of the moral right, as detailed in the Agreement and that it will be bound by those provisions.
4. An agreement was signed between the Subcontractor and the Bidder with respect to the Subcontractor's obligations under the Tender Documents and the Agreement (the "**Subcontract Agreement**").
5. The term of the Subcontract Agreement was set for the entire duration of the engagement between Sheba Negev and the Bidder.
6. It will take an active part in the execution of the Services under the Agreement, at all stages, including by way of participating in ongoing meetings and transferring materials between the parties, until the completion of the project thereunder and the final delivery of the project to Sheba Negev and any other matter according to the orders of Sheba Negev and its inspector.
7. It will provide Sheba Negev directly with all the services within its scope of responsibility as detailed in the Bid and in Appendix A/2 to the Agreement and will fully cooperate with Sheba Negev and its representatives.
8. It will bear joint and several liability with the Bidder with respect to the Bidder's obligations to Sheba Negev relating to the Subcontractor's field of expertise and experience, in accordance with the Agreement and as detailed in the Tender documents.
9. It will employ the International Planning Manager (as defined under the Tender) as a member of the planning core team (as defined in the Agreement) for the performance of its obligations under the Subcontract Agreement for the entire term of the Agreement.

10. Each replacement of any of its employees who is involved in the performance of the Subcontractor's obligations under the Agreement, and who Sheba Negev has deemed to be having a central position, will be subject to the prior written approval of Sheba Negev.
11. Sheba Negev shall be entitled, at any time and for reasonable reasons, to demand the replacement of any member of the planning team (as defined in the Agreement).
12. The replacement of the International Planning Manager (as defined under the Tender) and/or the cessation of its activity pursuant to the Tender Documents and the Agreement will be subject to the prior written approval of Sheba Negev.
13. The provisions of the Subcontract Agreement do not prejudice any obligation of the Bidder to Sheba Negev.
14. It acknowledges that Sheba Negev will be entitled at any time and for any reason (i) to engage directly with the Subcontractor for the purpose of providing the services within its scope of responsibility as detailed in the Bid and in Appendix A/2 to the Agreement; and/or (ii) to step in the place of the Bidder under the Subcontract Agreement with the Subcontractor.

_____	_____	_____
Date	Name	Signature and stamp

## Appendix H

### List of Sheba Negev Consultants

1. Ofer – Rubinstein Architects
2. Farrow Partners Architects
3. Moran Engineering – Shai Moran – Consultants Traffic
4. PL CON - Reem Hamami – Aviation Consultant
5. Eshed Management & Engineering – Program Consultant
6. Yulia Roitich – Tender Accompaniment
7. Margolin Brothers Engineering & Consulting Ltd.
8. Poran–Shrem Engineering and Real Estate Appraisal Ltd.
9. Herzog, Fox & Neeman