

Sheba Negev Ltd.

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

Tender No. 10003199/26

Tender Booklet

[Updated version dated 11 August 2026]

Invitation to Submit Proposals

Sheba Negev Ltd. (Public Benefit Company (PBC)), PBC No. 517095683 (hereinafter: "**Sheba Negev**"), hereby invites bidders who meet the threshold conditions set out in this Invitation to Submit Proposals to submit proposals for the provision of architectural and planning services, as detailed in this Invitation to Submit Proposals and the appendices attached hereto (the "**Tender**"), within the framework of establishing the Peres Hospital in the Negev, in the city of Be'er Sheva (the "**Hospital**"). The successful bidder will be required to prepare a building and development plan for all stages of the Hospital, and to perform the architectural design for the first stage (as this term is defined in **Appendix A** to the Tender) of the Hospital construction Project, including the construction and commissioning of the Hospital with a capacity of up to 1,000 beds, as described in **Appendix A** to this Tender.

Implementation of the engagement between Sheba Negev and the successful bidder is subject, inter alia, to the availability of a sufficient budget pursuant to the Budget Law for the relevant fiscal year.

1. Invitation Documents

The documents listed below are attached to this Invitation to Submit Proposals and constitute an integral part of the Tender documents:

Appendix A	-	Project Description
Appendix B	-	The Agreement, including its appendices
Appendix C	-	Guiding Principles
Appendix D	-	Price Proposal Form
Appendix E1	-	Affidavit regarding the absence of convictions for employing foreign workers and minimum wage violations
Appendix E2	-	Affidavit regarding the employment of persons with disabilities
Appendix E3	-	Affidavit regarding the Core Team
Appendix F1	-	Affidavit regarding compliance with the experience requirements under the professional threshold conditions in Section 5.2 of the Invitation
Appendix F2	-	Affidavit regarding the criteria in the Quality Table
Appendix G	-	Subcontractor Undertaking
Appendix H	-	List of Sheba Negev Consultants

2. Introduction, Subject of the Tender and the Services

2.1. On 5 May 2024, Government Decision No. 1731 was adopted, the essence of which is strengthening the public healthcare system and expanding the public inpatient care framework in southern Israel (hereinafter: "**Government Decision**"). The Government Decision is based on a previous government decision from 2014, and on joint staff work by the Ministry of Health and the Ministry of Finance, which examined medical services in the Southern District against the needs and characteristics of the population. Upon its completion, a city building plan (Taba) was advanced for the establishment of a hospital with a capacity of approximately 2,120 beds, which was approved in 2021.

- 2.2. In the Government Decision of 2024, it was recommended to establish the Hospital, which will be owned by the health funds “Leumit” and “Meuhedet”, through the company for the establishment of the Shimon Peres Hospital Ltd. (hereinafter: “**Peres Negev**”), which will be designed, established and operated by Sheba through the Sheba Negev company.
- 2.3. In accordance with the Government Decision, the Ministry of Finance and the Ministry of Health, in July 2024, granted: (a) a holding permit in the Hospital **to Peres Negev**, pursuant to Section 29 of the National Health Insurance Law, 1994; and (b) a permit for the planning, establishment and operation of the Hospital **to Sheba Negev**, pursuant to Regulation 8 of the Budget Foundations Regulations (Rules for the Activity of a Health Corporation), 2002.
- 2.4. The first stage (as this term is defined in **Appendix A** to the Tender) of the Hospital establishment Project includes the establishment and operation of up to 1,000 beds (approximately 400 of which are intended for use by psychiatric departments and wards), as described in **Appendix A** to the Tender, and shall hereinafter be referred to as the “**Project**”.
- 2.5. Accordingly, Sheba Negev initiated this Tender for the selection of an architect to provide design and architectural services for the Project. It is emphasized that the scope of work for preparing the Building and Development Plan will be performed for the Hospital as a whole, and not only for the first stage.
- 2.6. The Tender shall be conducted in a two-stage format as detailed in Section 9 below.
- 2.7. The bidder selected as the winner of the Tender (the “**Successful Bidder**”) shall provide Sheba Negev with planning and architectural services for the Project, including preparation of a full-scope Building and Development Plan for the entire campus, conceptual design, final design, detailed design, handling amendments to the Zoning Plan (Taba), licensing and building permits, general supervision, superposition planning and systems coordination, all as detailed in the Tender documents and their appendices and in accordance with, and subject to, the terms of the Tender and its appendices (the “**Services**” or the “**Design Services**”). As part of the Services, the Successful Bidder shall cooperate with Sheba Negev’s teams, the Project management company, consultants and planners, consultants in the field of BIM model management, 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 Administration, the Municipality of Be’er Sheva, etc.
- 2.8. It is emphasized that Sheba Negev shall be entitled, after engagement with the Successful Bidder and in accordance with the provisions of the Agreement, to instruct that the Design Services for the psychiatric departments and units of the Hospital (approximately 400 beds) be excluded from the scope of the Services, and in such case the Successful Bidder shall not

be entitled to any compensation, fee, consideration, or any other payment in connection therewith.

- 2.9. The objectives of the Tender are, inter alia:
 - 2.9.1. to select an architect who will lead, in cooperation with an international architectural firm, a team for the design of a state-of-the-art, sustainable, and human-centered Hospital that will set global standards for future public hospitals worldwide.
 - 2.9.2. to promote a design that will meet the needs of the local population in all its diversity and the growing communities, now and in the future, and that will be suited to the urban fabric of Be'er Sheva and the Negev environment.
 - 2.9.3. to demonstrate architectural excellence in Hospital design.
 - 2.9.4. to promote a design that will enable flexibility in light of medical and technological changes, and enable the future expansion and enlargement of the Hospital.
- 2.10. The term of engagement with the Successful Bidder shall be from the date Sheba Negev signs the Agreement attached as **Appendix B** to this Tender (hereinafter: the "**Agreement**") with the Successful Bidder, and until the end of the engagement period under the Agreement, in accordance with the provisions of the Agreement.
- 2.11. As part of its proposal, each bidder shall present, inter alia, an architectural firm registered abroad and whose principal activity is 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 the Services by the bidder (the "**International Architect**"). The involvement of the International Architect in providing the Services shall not be less than that stated in **Appendix A/2** to the Agreement.
- 2.12. Pursuant to the Agreement, the bidder shall undertake to Sheba Negev that no change shall be made to the identity of the members of the Core Team (as defined in Section 5.1.4 below), to the identity of the International Architect, or to the allocation of authorities and roles between the bidder and the International Architect as detailed in **Appendix A/2** to the Agreement, without Sheba Negev's prior written approval.
- 2.13. Throughout the entire term of engagement and provision of the Services, the bidder shall provide the Services through the Project Architect, the Medical Architect, the International Design Manager, as well as additional architects and team members (together: the "**Design Team**") that will be required for the provision of the Design Services at the required level and quality, in accordance with best professional practice and within the required timeframes under the Project schedule, as necessary in order to prevent delays to the Project due to the

performance of the Design Services. Without derogating from the above, the Design Team shall include, at a minimum, the position holders at the staffing levels specified in Appendix A/3 to the Agreement.

- 2.14. Winning the Tender does not constitute a representation or undertaking on the part of Sheba Negev that the Successful Bidder will provide (exclusive) Services to Sheba Negev in any scope (if at all). In addition, it is clarified that Sheba Negev shall be entitled to terminate the engagement under the Agreement with the Successful Bidder in accordance with the provisions of the Agreement.

2.15. Schedule Table for this Invitation

Activity	Date/Time
Bidders' Conference	On 26.4.2026 at 11:00 in the Sheba Negev meeting room or another location to be published
Submission of Clarification Questions	By 10.5.2026 at 12:00 via the Yahalom system only
Deadline for responding to the Clarification Questions	Via the Yahalom system only
Second round for submission of Clarification Questions	By 30.8.2026 at 12:00 via the Yahalom system only.
Deadline for responding to the second round of Clarification Questions	By 10.9.2026 at 12:00 via the Yahalom system only.
Deadline for submission of proposals	By 26.10.2026 at 11:00 via the Yahalom system only.

3. Cancelled

4. Price Proposal

- 4.1. The bidder shall complete in Appendix D (the Price Proposal) the percentage proposed by it. The Successful Bidder's fee shall be calculated as the product of the percentage proposed by it and the amount of the Project Construction Cost (as this term is defined in Appendix B to the Agreement) (the "**Price Proposal**"). Bidders' attention is drawn to the fact that, if the Project area exceeds 150,000 sq. m, the proposed percentage shall be reduced by multiplying it by predetermined fixed coefficients, all in accordance with that stated in Appendix D.

4.2. It is clarified that, by submitting a proposal on its behalf, the bidder confirms that the rate proposed by it in the Price Proposal reflects a full, fair, exhaustive, and complete price with respect to the performance of all of its undertakings as described and set forth in the Tender documents and the Agreement (including, without derogating from the generality of the foregoing, for engagement of the International Architect).

4.3. **Appendix D** shall be submitted in a separate file from the other parts of the proposal, in accordance with that stated in Section 8.4 below.

5. **Threshold Conditions for participation in the Tender**

Only those who, as of the last date for submission of a proposal specified in the table in Section 2.15 above (hereinafter: "**Schedule Table**"), meet all of the cumulative conditions set forth below shall be permitted to participate in the Tender and submit their proposal:

5.1. **Administrative Threshold Conditions**

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

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

5.1.3. The bidder is not subject to insolvency proceedings, bankruptcy, liquidation, receivership, or a creditors' arrangement, and there are no pending applications of this kind against it; no material pledges have been imposed on its assets; and the Bidder's most recent audited financial statements do not include a "going concern" note or any similar note raising doubt as to the Bidder's ability to continue as a going concern.

5.1.4. Neither the International Architect nor any of the members of the Bidder's Core Team is included in the proposals of other bidders.

"**Core Team**" means all of the following parties: (1) an individual to be appointed by the bidder to lead the Project's Design Team as the chief architect ("**Project Architect**"); (2) an individual to be appointed by the bidder to be responsible on behalf of the bidder for all medical planning aspects of the Project ("**Medical Architect**"); and (3) an individual to be appointed by the International Architect to serve as the design manager on behalf of the International Architect in connection with the provision of the Services by the bidder ("**International Design Manager**").

5.2. **Professional Threshold Conditions**

With respect to all threshold conditions specified in Section 5.2 below, any reference to a "**Completed Project**" means that, at a minimum, the structural works of the relevant Project have been completed. The bidder is required to attach, for each Completed Project, a

confirmation from the client that, at a minimum, the structural works of the relevant Project have been completed.

“Complex Project” means a Project for the construction or expansion of (1) medical facilities, or (2) university research and laboratory buildings, or (3) highly mechanized and technology-intensive plants (including clean rooms), or (4) hotels comprising at least 300 rooms; provided that, for purposes of a Complex Project attributed to the International Architect or the International Design Manager, the Complex Project must also be a Project **outside of Israel**.

“Medical Facility Building” – a building used for medical purposes and located within a Hospital campus, including, but not limited to, buildings such as inpatient wards, laboratories and clean rooms, emergency departments, intensive care units, operating rooms, and the like, located within a Hospital campus.

“BIM Method” – a Project designed using the Full Detailed Design method, and using the BIM methodology from its inception and throughout the entire design and execution period.

5.2.1. Threshold Conditions for the bidder

- 5.2.1.1. The bidder is an architectural firm employing at least 10 employees in the field of architecture, which 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 (a) for at least one Medical Facility Building Project with an area of 40,000 m² or more; or (b) for at least two Medical Facility Building Projects, each with an area of 30,000 m² or more, provided that, for each of the alternatives in subsections (a) and (b), the Projects were completed within the 15 years preceding the date of submission of the Proposal.

5.2.2. Threshold Conditions for the Project Architect

- 5.2.2.1. The Project Architect is an owner or partner of the bidder, or is employed by the bidder as an employee.
- 5.2.2.2. The Project Architect holds an academic degree in architecture from an institution recognized by the Council for Higher Education in Israel.
- 5.2.2.3. The Project Architect is a licensed architect, as defined in the Engineers and Architects Law, 1958.

- 5.2.2.4. The Project Architect has provided architectural Services at least during the 10 years preceding the date of submission of the bidder's Proposal to the Tender.
- 5.2.2.5. The Project Architect has provided architectural Services for three or more Complex Projects, with an aggregate area of at least 50,000 m², fully finished, which were completed within the 10 years preceding the date of submission of the Proposal, and at least one of such Complex Projects was occupied by the date of submission of the Proposal.
- 5.2.2.6. The Project Architect has provided architectural Services for two or more Projects, each with an area exceeding 15,000 m² (primary area), which were managed using the BIM Method, provided that at least one Project was occupied by the date of submission of the Proposal.
- 5.2.3. Threshold Conditions for the Medical Architect
 - 5.2.3.1. The Medical Architect is an owner or partner of the bidder, or is employed by the bidder as an employee.
 - 5.2.3.2. The Medical Architect holds an academic degree in Architecture from an institution recognized by the Council for Higher Education in Israel.
 - 5.2.3.3. The Medical Architect is a licensed architect, as defined in the Engineers and Architects Law, 1958.
 - 5.2.3.4. The Medical Architect has provided architectural Services for at least the 10 years preceding the date of submission of the Proposal.
 - 5.2.3.5. The Medical Architect has provided architectural Services for medical building Projects, with a cumulative area of at least 50,000 sq. m., with full fit-out, and each of the aforesaid Projects was completed in the 15 years preceding the date of submission of the Proposal. **For the purpose of meeting this threshold condition, it shall be permitted to present up to three Projects only, and aggregation of areas across more than three Projects shall not be allowed.**
- 5.2.4. Threshold Conditions for the International Architect and Threshold Conditions for the International Planning Manager
 - 5.2.4.1. The bidder has entered into a subcontracting agreement with the International Architect for the provision of Design Services as the bidder's subcontractor, in accordance with the provisions of the agreement between

Sheba Negev and the bidder, on “back-to-back” terms with the provisions of the agreement (insofar as they also relate to the International Architect or to the provision of the Services by it), and including, inter alia, all of the terms set out below:

1. The subcontracting agreement shall remain in force throughout the entire term of the engagement between Sheba Negev and the bidder.
2. An undertaking by the International Architect to take an active part in the performance of the Services, at all stages thereof, including participation in ongoing meetings and the transfer of materials between the parties, all until completion of the Project by the contractors and final handover of the Project to Sheba Negev, and any additional matter in accordance with the requirements of the Supervisor and/or Sheba Negev.
3. An undertaking by the International Architect to provide **directly** to Sheba Negev all Services within its area of responsibility, as detailed in **Appendix A/2** to the agreement, and to cooperate fully with Sheba Negev and its representatives.
4. A declaration by the International Architect that it has read and understood the Tender documents and the bidder’s proposal for the Tender insofar as they relate to the areas pertaining to the provision of the Services by it within the framework of the Project; that the terms and instructions of the Tender and the bidder’s proposal with respect to these areas are acceptable to it; and that it is able to meet the requirements detailed therein with respect to its areas of responsibility.
5. An undertaking by the International Architect to be jointly and severally liable for the bidder’s obligations jointly and severally Sheba Negev that relate 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.
6. A declaration by the International Architect that he/she is aware that Sheba Negev shall be entitled, at any time and for any reason whatsoever, and upon Sheba Negev’s demand, to contract directly with the International Architect for the purpose of providing the Services within his/her area of responsibility, as detailed **in Appendix A/2** to the Agreement, and/or to step into the bidder’s shoes under the subcontractor agreement with the International Architect.
7. An undertaking regarding the absence of a conflict of interest on the part of the International Architect, in wording identical (with the necessary adjustments) to the wording of Section 23 of the Agreement.
8. A declaration by the International Architect that he is familiar with all provisions relating to intellectual property rights, including waiver of

moral rights, as detailed in the Agreement, and his commitment to comply with these provisions.

9. An undertaking by the International Architect to employ the International Design Manager as a member of the Core Team throughout the entire term of the Agreement.
10. The International Architect's consent that the replacement of any of his/her employees in the Project who are defined by Sheba Negev as key role-holders shall be made only after obtaining Sheba Negev's prior written approval, in accordance with the provisions of the Tender documents.
11. The International Architect's consent that Sheba Negev shall be entitled, at any time and for reasonable reasons, to require the replacement of any member of the Design Team (as defined in the Agreement).
12. The International Architect's consent that his/her replacement, or the replacement of the International Design Manager, or the cessation of their activity in the Project, shall be made only after obtaining Sheba Negev's prior written approval.
13. The parties' declaration that nothing in the provisions of the agreement with the International Architect shall derogate from any obligation of the bidder towards Sheba Negev.

5.2.4.2. The International Architect has provided architectural Services in Projects outside Israel for at least 10 years preceding the date of submission of the bidder's proposal to the Tender.

5.2.4.3. The International Architect is an existing corporation registered in a corporate register maintained in accordance with the law of its jurisdiction of incorporation.

5.2.4.4. The International Architect provided architectural Services for at least two Projects involving the construction or expansion of hospitals outside Israel, which meet the cumulative conditions set out below:

1. The Projects included the construction or expansion of a Hospital with a capacity of at least 300 beds.
2. The Projects included the design of an emergency department and an intensive care unit, as well as the design of an inpatient department.
3. The Projects were completed within the 10 years preceding the proposal submission date.

5.2.4.5. The International Architect provided architectural Services for at least four Complex Projects, each with an area of at least 20,000 sq m, at full fit-out

(complete finishes), which were completed within the last 10 years preceding the proposal submission date.

- 5.2.4.6. The International Architect provided Design Services for the preparation of a master plan for a Project for the construction of a Hospital outside Israel with a capacity of at least 500 beds, or for the expansion of a Hospital outside Israel with a capacity of at least 300 beds, and on-site works have commenced.
- 5.2.4.7. The International Design Manager is employed by the International Architect as an employee under an employment agreement, or is an owner or partner of the International Architect.
- 5.2.4.8. The International Design Manager holds an academic degree in architecture.
- 5.2.4.9. The International Design Manager provided architectural Services on Projects outside Israel during the 10 years preceding the date of submission of the bidder's Tender proposal.
- 5.2.4.10. The International Design Manager provided architectural Services outside Israel for medical-facility Projects, with an aggregate area of at least 50,000 sq m, at full fit-out (complete finishes), which were completed within the last 10 years. **For the purpose of meeting this threshold condition, up to two Projects only may be presented, and it shall not be permitted to aggregate areas across more than two Projects.**
- 5.2.4.11. The International Design Manager provided architectural Services for at least two complex Projects, each exceeding 15,000 sq.m, which were managed using the BIM Method, provided that at least one Complex Project was occupied as of the Proposal submission date.

6. Documents required to evidence the Bidder's compliance with the Threshold Conditions

To evidence compliance with the threshold conditions, the bidder shall attach to its proposal the following documents:

- 6.1. A valid certificate from an authorized official (as defined in the Public Bodies Transactions Law), signed by a certified public accountant or a tax advisor, regarding the maintenance of accounting records and reporting to the tax authorities as required by law. It is clarified that the aforesaid certificate may be issued via the Tax Authority's website and subsequently signed by a certified public accountant or a tax advisor.

- 6.2. Declarations signed by the bidder's authorized signatories regarding the absence of convictions for the employment of foreign workers and for minimum wage violations, and regarding the employment of persons with disabilities, in the wording attached as **Appendices H/1 and H/2** to the Tender documents.
- 6.3. A certificate signed by the bidder's certified public accountant as stated in Section 5.1.3.
- 6.4. A declaration signed by the bidder's authorized signatories regarding compliance with the experience requirements under the professional threshold conditions in Section 5.2, in the form attached as **Appendix V/ 1** to the Tender documents (both in relation to the bidder and in relation to the International Architect and the Core Team members), together with confirmations from the relevant Project clients regarding completion of the Projects, as well as portfolios containing the Projects specified by the bidder in Appendix V/1, both in relation to the bidder and in relation to the Project Architect, the Medical Architect, the International Architect, and the International Design Manager (the "**Portfolio**"). The Portfolio shall also include the Projects presented in **Appendix V/2**.
- 6.5. A copy of the bidder's certificate of incorporation.
- 6.6. A copy of an extract from the register of the Israeli Registrar of Companies or the Registrar of Partnerships evidencing the bidder's existence, issued no more than 10 days prior to the proposal submission date.
- 6.7. A copy of an extract from the corporate register maintained under the laws of the International Architect's jurisdiction of incorporation, evidencing its existence as a corporation, issued no more than 10 days prior to the proposal submission date.
- 6.8. A copy of a valid license of the Project Architect and the Medical Architect, in accordance with the requirements of the Engineers and Architects Law, 1958.
- 6.9. A copy of the academic degree certificates of the Project Architect, the International Design Manager, and the Medical Architect.
- 6.10. A copy of the subcontract agreement between the bidder and the International Architect.
- 6.11. With respect to any threshold condition indicating an employment relationship between a Core Team member and the bidder or (as applicable) the International Architect, documents evidencing such relationship shall be attached: an agreement evidencing an employment relationship as an employee, and an official extract from a relevant registry (evidencing an ownership/partnership relationship in the relevant corporation).

- 6.12. An undertaking of the International Architect, in the wording appearing as **Appendix Z** to this Tender, duly signed by him.
- 6.13. The details of the Core Team members, in accordance with the format attached as **Appendix E/3** to the Tender. CVs of all Core Team personnel shall be attached to the aforesaid **Appendix E/3**.

7. **Bidders' Conference and Clarification Questions**

- 7.1. At this stage, Sheba Negev plans to hold a Bidders' Conference at the time and place specified in the timetable (the "**Bidders' Conference**"). Sheba Negev may, at its sole discretion, postpone the date of the Bidders' Conference or cancel it entirely and not hold it. The Bidders' Conference, if held, is optional only, and a bidder's non-participation in the Bidders' Conference shall not constitute grounds for disqualification of its proposal. Answers and statements provided at the Bidders' Conference shall not bind Sheba Negev, except where provided in writing and published as stated in section 7.4 below.
- 7.2. Until the final deadline for submitting clarification questions, as specified in the timetable, any bidder may submit a request for clarifications and/or details related to this Tender solely via the Yahalom system. Questions submitted orally, by email, or by telephone will not be answered and will not bind Sheba Negev.
- 7.3. Bidders' questions shall be submitted in a Word file in a table in the following format:

No.	Document/Appendix	Section	Question Wording
1			

- 7.4. Sheba Negev is not obligated to respond to the clarification questions sent to it, and any response to, or publication of, clarification questions by Sheba Negev shall be subject to its sole discretion. Inter alia, Sheba Negev may edit the questions or publish only parts thereof. It is the bidders' responsibility to check from time to time whether any such changes and/or amendments have been made. Only the answers distributed by Sheba Negev under this section shall bind it, and these shall form part of the Tender documents and shall be attached, duly signed, to the Tender documents submitted by the bidders. Any answer of Sheba Negev and/or its representative shall be in writing only, and any answer given in any other manner shall have no validity. Sheba Negev shall not be responsible for oral explanations given by anyone on its behalf in connection with the Tender conditions and/or the proposal.
- 7.5. Responses to questions will be sent in a consolidated manner via the Yahalom system. For the avoidance of doubt, it is clarified that only written responses shall bind Sheba Negev and shall constitute an integral part of the Tender documents.

- 7.6. It is clarified that, in any case of contradiction or inconsistency between the Tender documents and the responses to the clarification questions, the responses to the clarification questions shall prevail.
- 7.7. In addition, in any case of any defect or omission in the Tender or its documents, the bidder must provide Sheba Negev with written notice thereof immediately upon its discovery by the bidder and in accordance with the details set out above; failing which, the bidder shall be estopped from raising any claim in this regard.

8. **Method and Deadline for Submission of the Proposal**

- 8.1. The method for submitting proposals for the Tender is via a digital submission box only.
- 8.2. The Proposal shall bear the wording: "Tender (Two-Stage) for the Provision of Architectural Services for the Project for the Establishment of the Hospital Named after Shimon Peres".
- 8.3. Proposals for the Tender must be submitted via a digital submission box in the Yahalom system, which will be opened on the Government Procurement Administration website. A link to the Tender box and an explanatory letter to bidders will be uploaded to the Yahalom system.
- 8.4. The Price Proposal shall be submitted as a separate file from the proposal booklet, in accordance with the instructions specified in the Yahalom system in connection with this Tender. It is hereby emphasized that the details of the Price Proposal, or a copy thereof, shall not appear in the proposal booklet in any manner whatsoever.
- 8.5. As part of submitting the Proposal, the bidder shall act in accordance with the instructions that will appear in the Yahalom system, complete all required fields clearly and in accordance with the system's instructions, and upload to the system the required files in accordance with the Tender instructions. After completion of the proposal submission in the system, a message will be received stating "Your proposal was sent successfully", and the bidder will be able to download the proposal document. The proposal document is a digitally signed document of the proposal and constitutes evidence of the submitted proposal.
- 8.6. As part of submitting proposals in the system, there are various technical limitations; in order to become familiar with all system limitations, it is the responsibility of the person submitting the proposal to read in advance all procedures and instructions on the Yahalom website.
- 8.7. The Proposal submitted by the bidders shall include all of the following documents (hereinafter: "**Proposal Documents**"), in the order of their appearance below, signed by the bidder's authorized signatories in the required places and initialed on each page:
 - 8.7.1. the Tender documents, including all appendices thereto;

- 8.7.2. the clarification responses published by Sheba Negev (to the extent published);
 - 8.7.3. the documents evidencing the bidder's compliance with the threshold conditions, as stated in Section 6 above;
 - 8.7.4. the Price Proposal.
- 8.8. In addition to the above, if the bidder is a “woman-controlled business” or a business of an “active reserve service member,” as these terms are defined in the Mandatory Tenders Law, 1992, and is entitled to receive a preference on either such ground in accordance with Sections 2B and 2D of the Law, the bidder shall attach the approvals and affidavits required to substantiate the foregoing. It is clarified that the Tender committee will not grant a preference to a bidder, even if it is entitled to such preference, if the required supporting documents are not attached to the bid.
- 8.9. The proposals, including all attachments thereto, and the notices and requests relating to the Tender shall be in the **Hebrew** language, except for appendices to the Tender that were originally drafted by Sheba Negev in English and attached to the Tender documents (no versions of the Tender documents that were translated into English and published separately as an aid and a non-binding translation shall be attached). There is no restriction on attaching the CVs and Project descriptions of the International Architect and the International Planning Manager in English.
- 8.10. Within the framework of this Tender, each bidder may submit only one proposal.
- 8.11. The proposal shall be submitted by a single legal entity and shall be signed by the bidder's authorized signatories who are authorized to bind it. It is absolutely prohibited for one proposal to be submitted by two or more legal entities.
- 8.12. The bidder must address in its proposal all details required under the Tender provisions and attach thereto all documents required in accordance with the Tender conditions.
- 8.13. A bidder that believes its proposal contains a trade secret or professional secret is required to state this explicitly in a cover letter to be attached to its proposal at the time of submission, including the reasons therefor. Bidders are aware that the mere attachment of such a letter is not sufficient to prevent inspection of the proposal (including the parts that the bidder believes contain a trade secret or professional secret), and the decision whether to grant or deny the right to inspect (in whole or in part) is subject to the discretion of Sheba Negev. Without derogating from the foregoing, a bidder that claimed that a certain part of its proposal contains a trade secret or professional secret shall be precluded from requesting to inspect that part of the successful proposal in the Tender. In addition, for the avoidance of doubt, the prices stated by the bidder in its proposal shall not constitute a trade secret and may be disclosed to other bidders that did not win the Tender in the exercise of their right to inspect. For the avoidance

of doubt, it is clarified that with respect to any information that was not marked as stated above as constituting, in the bidder's view, a trade secret, the bidder shall be precluded from claiming that it must not be disclosed to other bidders, and the bidder hereby waives any such claim.

- 8.14. Sheba Negev reserves the right to require bidders, at any stage, to provide any missing document, complete missing details, and provide additional data regarding their bid, including explanations and/or an analysis regarding the prices stated in their bid, and any information and/or explanation and/or document it may require for the purpose of examining the bid, and the bidder shall be obligated to deliver them to Sheba Negev. Failure to respond to a request by Sheba Negev as aforesaid may lead to the disqualification of the bidder's bid. The bidder's response shall be attached to its bid and shall be deemed an integral part thereof. In the event of a contradiction between what is stated in the bid in a certain context and what is stated in a bidder's response to a Sheba Negev question in that context, what is stated in the bidder's response to Sheba Negev's question shall prevail over what is stated in the bid, provided that it does not contradict what is stated in the Tender documents.
- 8.15. Sheba Negev may disqualify, inter alia, bids insofar as they are incomplete, erroneous, or based on a mistaken understanding of the Tender instructions, unless Sheba Negev has decided otherwise. Nothing stated herein shall derogate from Sheba Negev's right to waive technical defects that may occur in a bid in good faith.
- 8.16. Subject to the provisions of Section 9.7 below, any bid submitted in this Tender shall remain valid until the end of 90 days from the last date for submission of bids. As long as a Successful Bidder has not been selected, the validity of the bids shall be automatically extended until selection of a Successful Bidder, for up to an additional 90 days. The bidder may not withdraw or cancel its bid during the aforesaid periods.
- 8.17. No change and/or deletion and/or addition shall be made to the Tender documents. In any event of a change and/or omission and/or addition made by the bidder in the Tender documents and/or any reservation in connection therewith in any manner whatsoever (hereinafter: "**Reservations**"), Sheba Negev may, in accordance with its sole discretion:
 - 8.17.1. Disqualify the bidder's bid in the Tender.
 - 8.17.2. Deem the Reservations as if they had not been written at all and disregard them.
 - 8.17.3. Deem the Reservations as constituting a technical defect only.
 - 8.17.4. Require the bidder to correct the Reservations, provided that such correction does not change the bid percentage and/or any material detail thereof.

8.18. Conflict of Interest and Prohibition on Employing Sheba Negev Consultants

- 8.18.1. The bidder shall not be in a conflict of interest between its declarations and undertakings in this Tender and, for the purpose of providing the Services (should its proposal be selected as the winning proposal in the Tender), and its business, professional, or personal relationships. This applies whether for a salary or in consideration for any benefit, or without consideration, including any transaction or undertaking that involves a conflict of interest or a concern of a conflict of interest. Should a conflict of interest arise, the bidder shall immediately report it in writing to Sheba Negev and shall comply with its instructions in this regard.
- 8.18.2. Entities serving as consultants to Sheba Negev in connection with the Project, as detailed in **Appendix H** to the Tender, are prohibited from participating in, or advising on, the preparation of a proposal for the Tender, or from advising a bidder, a partner or a shareholder in a bidder, or anyone on their behalf (or a related entity of any of the foregoing) on any matter in connection with the Tender, whether directly or through a related entity, unless the bidder has obtained Sheba Negev's prior written approval therefor.
- 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 guidelines in this regard. For the avoidance of doubt, receipt of instructions or prior approval from Sheba Negev in connection with the consultants does not constitute a condition for the submission of proposals, and a proposal shall not be disqualified solely due to the failure to submit such notice or a request for instructions.
- 8.18.4. Sheba Negev shall be entitled to disqualify bidders or proposals in the preparation of which the provisions of Section 8.18 hereof were breached.

9. Review of Proposals

This section sets out the criteria and method according to which the bidders' proposals will be evaluated and ranked.

- 9.1. This Tender is a Tender with a two-stage evaluation process, as defined in the Mandatory Tenders Regulations, 1993.
- 9.2. The proposals will be reviewed by Sheba Negev, which may be assisted for this purpose by consultants and experts, as it deems appropriate.
- 9.3. First, the Tender documents submitted by the bidder and its compliance with the threshold conditions will be reviewed. If the bidder did not meet the Tender conditions or the threshold conditions, Sheba Negev shall be entitled not to continue examining the proposal at all, as stated, or, alternatively, to require all or some of the bidders to provide additional details and

supplements for the purpose of examining the bidders' compliance with the threshold conditions and the Tender requirements.

- 9.4. After examining the bidders' compliance with the threshold conditions and the submission by the bidders of all relevant Tender documents, a two-stage process will be carried out to select the Successful Bidder from among the bidders whose proposals complied with the threshold conditions and the Tender documents:

9.4.1. Stage A – Evaluation of Proposal Quality

- 9.4.1.1. The evaluation and scoring of the proposal quality will be performed by representatives of Sheba Negev, at their sole discretion, based on the criteria and scoring set out below. For the purpose of proving compliance with the criteria set out below, each bidder shall complete and submit Appendix V/2.

Unless expressly stated otherwise, for each criterion, up to 5 Projects may be presented only, and any project beyond the first 5 Projects that the bidder completes in Appendix V/2 will not be examined and will not be taken into account by Sheba Negev for the purpose of scoring the proposal quality.

With respect to criteria relating to impression, preference will be given, inter alia, to the Presentation of design Projects: (a) of healthcare facilities; (b) of completed buildings (with preference for completed healthcare facilities); (c) for which the Services were provided by the relevant entity in recent years. As part of the impression, aspects will be examined, inter alia, of innovation, creativity, complexity, operational efficiency, compliance with budget and schedules, sustainability, user experience, circulation/flow, connection to the surrounding environment and to the community in the area, and experience in designing medical buildings for psychiatric use.

Unless stated otherwise, for the purpose of scoring the proposal as set out below, the bidder may present Projects that were also detailed in Appendix V/1 for the purpose of meeting the threshold conditions, and in such case the bidder will be entitled to refer to the details provided in connection with those Projects in Appendix V/1.

#	Criteria	Parameter Score	Description of Levels (from low to high)
1.	Number of healthcare facility Projects with an area exceeding 10,000 sq.m. per Project, for which the bidder provided architectural <u>Services</u> in addition to the Project(s) required to meet the threshold conditions in Section 5.2.1.2 above. The Projects are not required to meet the threshold conditions in Section 5.2.1.2 above.	6	For each additional Project, 2 pts will be awarded, up to a cumulative total of 6 pts.
2.	Number of Projects with a scope of more than 75,000 sq m each, for which the bidder provided architectural Services, even if they are not healthcare facilities.	6	For each Project, 2 pts will be awarded, up to a cumulative total of 6 pts.
3.	Number of campuses with an area of 50 dunams or more (even if they are not campuses that include healthcare facilities) for which the bidder provided building and development plans and architectural design (or planning Services that are substantially similar in nature to the Services for preparing building and development plans and architectural design, provided that these include reference to infrastructure,	6	For each Project, 2 pts will be awarded, up to a cumulative total of 6 pts.

#	Criteria	Parameter Score	Description of Levels (from low to high)
	building siting, site development and the like), and for which execution works on site have commenced.		
4.	Impression of building design Projects carried out by the bidder (even if they are not healthcare facilities).	6	• Low-level impression = up to 2 pts. • Reasonable-level impression = 3 to 4 pts. • Very positive impression = 5 to 6 pts.
5.	Number of hospitals for which the International Architect provided architectural Services <u>in addition</u> to the two Projects required in order to meet the threshold conditions in section 5.2.4.4 above. Such Projects must meet the cumulative conditions in section 5.2.4.4 above.	6	For each additional Hospital, 2 pts will be awarded, up to a cumulative total of 6 pts.
6.	Number of Projects for the establishment of campuses with an area of 100 dunams or more (even if they are not campuses that include healthcare facilities) for which master plans were prepared by the International Architect , provided that the Projects proceeded to execution.	4	For each Project, 2 pts will be awarded, up to a cumulative total of 4 pts.

#	Criteria	Parameter Score	Description of Levels (from low to high)
7.	Number of Projects for the establishment or expansion of hospitals outside Israel, for which the International Architect provided planning Services for the preparation of a Master Plan <u>in addition</u> to the Project required in order to meet the threshold conditions in section 5.2.4.6 above. Such Projects must meet the cumulative conditions in section 5.2.4.6 above.	6	For each Project, 2 pts will be awarded, up to a cumulative total of 6 pts.
8.	Impression of building design Projects carried out by the International Architect (even if they are not healthcare facilities).	6	• Low-level impression = up to 2 pts. • Reasonable-level impression = 3 pts. to 4 pts. • Very positive impression = 5 pts. to 6 pts.
9.	Impression of building design Projects and/or building plans carried out by the Project Architect .	8	• Low-level impression = up to 2 pts. • Reasonable-level impression = 3 pts. to 5 pts. • Very positive impression = 6 pts. to 8 pts.
10.	Impression of building design Projects (even if not healthcare buildings) carried out by the Medical Architect .	8	• Low-level impression = up to 2 pts. • Reasonable-level impression = 3 pts. to 5 pts. • Very positive impression = 6 pts. to 8 pts.
11.	Impression of building design Projects carried out	8	• Low-level impression = up to 2 pts.

#	Criteria	Parameter Score	Description of Levels (from low to high)
	by the International Design Manager .		- Reasonable-level impression = 3 pts. to 5 pts. - Very positive impression = 6 pts. to 8 pts.
12.	Satisfaction of previous clients for Projects of the Project Architect, the Medical Architect, and the International Design Manager. The score will be awarded based on conversations that Sheba Negev will hold with clients for whom the Projects presented were carried out, for the purpose of proving that the proposed role holders meet the following threshold conditions: (a) Project Architect – the threshold conditions in Sections 5.2.2.5 and 5.2.2.6; (b) Medical Architect – the threshold conditions in Section 5.2.3.5; (c) International Design Manager – the threshold conditions in Sections 5.2.4.10 and 5.2.4.11. Sheba Negev reserves the right to contact only one client in relation to each threshold condition of a proposed role holder. Sheba Negev will seek to hold conversations with an identical number of clients	9	- Satisfaction with Projects of the Project Architect = up to 3 pts. - Satisfaction with Projects of the Medical Architect = up to 3 pts. - Satisfaction with Projects of the International Design Manager = up to 3 pts. In the event that, after at least two attempts, it is not possible to contact the client for whom the Project was carried out, or in the event that the response received from a client is unsatisfactory, Sheba Negev may, at its sole discretion, contact a client from another Project in connection with the same threshold condition (if any), or award the minimum quality score (0 pts.).

#	Criteria	Parameter Score	Description of Levels (from low to high)
	in connection with each proposed role holder (except where this is not possible due to the clients' unavailability/non-responsiveness).		
13.	The number of Psychiatric Hospitals designed by the bidder and/or the Project Architect and/or the Medical Architect and/or the International Architect and/or the International Design Manager during the 15 years preceding the proposal submission date, in respect of which on-site works for their execution commenced. " Psychiatric Hospital " means a structure for medical purposes (neither a department nor a wing) intended for the diagnosis, treatment, and hospitalization of persons coping with mental illness and/or mental disorders.	4	For each Project (regardless of the identity of the executing party among the bidder, the Project Architect, the Medical Architect, the International Architect, or the International Design Manager), one point shall be awarded, up to an aggregate of 4 points.
14.	General impression based on the presentation and the Interview (as defined in Section 9.4.1.3). As part of the Presentation, the following will be examined, inter alia: the Core Team's	17	• Low-level impression = up to 5 points. • Reasonable-level impression = 6 to 11 points. • Very positive impression = 12 to 17 points.

#	Criteria	Parameter Score	Description of Levels (from low to high)
	understanding of the Project's complexity, the management approach and the division of work among the Design Team members, work methodology, and the ability to work in a multidisciplinary team. As part of the interview, the following will be examined, inter alia: the professionalism of the Core Team members, their perception of the Project, and their work methodologies.		

9.4.1.2. As part of examining the quality of the proposal, the Tender Committee of Sheba Negev intends to be assisted by a professional committee for consultation purposes (the "**Advisory Committee**"). The Advisory Committee may invite experts and consultants to participate in its meetings, at its discretion and subject to the approval of the Tender committee of Sheba Negev. For the avoidance of doubt, the findings and recommendations of the Advisory Committee shall not bind the discretion of the Tender committee of Sheba Negev, and it shall be entitled to make any use thereof that it chooses, in its sole discretion.

9.4.1.3. For the purpose of scoring Criterion No. 14 in the evaluation criteria table above, the bidder will be required (a) to deliver a Presentation detailing its proposal, including the management approach and the division of work among the Design Team members, as well as its perception of the Project (the "**Presentation**"); (b) to make the Core Team members available for an Interview at Sheba Negev, for Sheba Negev's direct impression of each of the Core Team members, including in the professional aspect (the "**Interview**"). Notice of the date and location of the Presentation and the Interview (which will be conducted, as far as possible, on the same day) 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 Interview and the required

duration. A senior officer of the bidder, the Project Architect, the Medical Architect, a senior officer of the International Architect, and the International Design Manager must be present at the Presentation and the Interview (the "**Bidder's Presentation Participants**"). Sheba Negev may, at its discretion, conduct the Presentation and/or the Interview in person or by means of videoconference, and may also split the Presentation and/or the Interview, and the mode of attendance, between the Israeli team and the international team. Sheba Negev may photograph and record each of the Presentations and interviews for future use.

- 9.4.1.4. Performance of the Services will require the Successful bidder to maintain a special relationship of trust towards Sheba Negev, in view of the nature and complexity of the Services, as well as the fact that this is a unique Project, of significant financial scope, with broad implications for the country's population. Due to the characteristics of the Project, its sensitivity and its scale, the Tender committee of Sheba Negev approved that certain of the Tender's threshold conditions will exceed the maximum threshold conditions set out in the schedule to the Mandatory Tenders Law, 1992.
- 9.4.1.5. The above criteria relating to the experience of the bidder and/or anyone on its behalf, and the impression formed from previous Projects of any of them, will be examined on the basis of the documents submitted by the bidder as part of its proposal, including the Portfolio.
- 9.4.1.6. Only bidders that meet the minimum threshold score of 65 points for the quality component will proceed to the stage of examining the Price Proposal. Notwithstanding the foregoing, if fewer than 5 proposals received a score of 65 points or more for the quality component, the minimum threshold will be reduced to a score of 60 points for the quality component, and any bidder that meets this minimum threshold will proceed to the stage of examining the Price Proposal.
- 9.4.1.7. Except in exceptional circumstances (as determined at the sole discretion of Sheba Negev) and subject to the principle of equality, none of the bidders will be permitted to replace any of the members of the Core Team proposed by it during the period between submission of its proposal and completion of the Tender process. To the extent that Sheba Negev decides to allow such replacement, the alternate candidate will be required to meet all relevant threshold conditions in relation to the role for which the replacement is required, and in any event it will not be possible to receive a quality score for such alternate candidate that exceeds the quality score that was awarded (if

awarded) to the candidate replaced by such alternate candidate. Nothing stated herein shall derogate from the provisions of the Agreement regarding limitations on replacing members of the Design Team during the engagement period between the Successful Bidder and Sheba Negev.

9.4.2. Stage B – Examination of the Price Proposal

Sheba Negev shall open, review and score only the Price Proposals of the bidders that passed Stage A, as detailed in Section 9.4.1.6 above.

9.5. Selection of the Successful Bidder based on the proposal's final weighted score:

The proposals of the bidders who advanced to Stage B (the Price Proposal review stage, as stated above) will be examined and ranked as detailed below:

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

$$Q = \frac{\text{Quality score for the proposal pursuant to Section 9.4.1 above}}{100}$$

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

$$P = \frac{\text{The lowest fee percentage offered among the eligible proposals}}{\text{The fee percentage in the Price Proposal under review}}$$

9.5.3. The proposal's final weighted score (FS) shall 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 any applicable law, Sheba Negev shall select as the Successful Bidder in the Tender the bidder that received the highest final weighted score (FS) among the eligible proposals.

9.7. Sheba Negev may notify the bidder whose proposal was ranked second of its selection as the Second Qualified Bidder (hereinafter: "**Second Qualified Bidder**"). If the award to the bidder whose proposal was ranked first is cancelled, or if the engagement with it ends within 9 months from the date of the announcement of the Successful Bidder, Sheba Negev may, at its sole discretion, declare the Second Qualified Bidder as the Successful Bidder and enter into the Agreement with it. Upon selection of a Second Qualified Bidder, the validity of its

proposal shall be automatically extended for an additional period of 10 months from the date of the announcement of its selection as an additional qualified bidder. Nothing stated herein shall impose any obligation on Sheba Negev to select the proposal with the highest overall score, or any proposal whatsoever, or to enter into an agreement with the Second Qualified Bidder.

10. Engagement with the Successful Bidder

- 10.1. As a condition for Sheba Negev's engagement under the Agreement with the Successful Bidder, the Successful Bidder is required to provide Sheba Negev with certificates of insurance, as required under the Agreement, no later than 7 days from the date of receipt of a notice that its proposal was selected as the winning proposal in the Tender, or by any other date that Sheba Negev may determine in a notice to be sent to the Successful Bidder.
- 10.2. If the Successful Bidder fails to meet the timelines set forth above, Sheba Negev shall be entitled, at its sole discretion, to cancel its award in the Tender.
- 10.3. Notwithstanding anything stated in the Tender, the issuance of an award notice to the Successful Bidder shall not impose on Sheba Negev any obligation toward it, including any obligation to enter into an agreement with it. Any engagement between Sheba Negev and the Successful Bidder is subject, inter alia, to the issuance by Sheba Negev of an approved Work Order to the Successful Bidder and to Sheba Negev's execution of the agreement.

11. Miscellaneous Provisions

- 11.1. Sheba Negev may, at any time until the final deadline for submission of proposals and at its sole discretion, amend any of the terms of the Tender and its appendices, whether on its own initiative or in response to bidders' questions or requests submitted in accordance with the provisions of Section 7 (Clarification Questions).
- 11.2. By submitting its proposal to the Tender, the bidder confirms that it has received the Tender documents, has read and understood them, and that it accepts their terms and all undertakings included therein without reservation, and waives in advance any claims and/or demands and/or allegations in relation to the Tender documents and the conditions included therein.
- 11.3. The bidder shall examine, at its own expense and responsibility, independently, all aspects relating to the Services, including the provisions of the Agreement and its appendices, as well as any legal, planning, engineering, execution, operational, or business data relevant to the submission of the proposal and to the performance of its obligations under the agreement.
- 11.4. In the event of any inconsistency among the Tender documents, the order of precedence among the documents shall be as specified in the agreement. For the avoidance of doubt, it is clarified that in the event of a conflict between the bidder's proposal and the Tender

documents, the bidder shall be bound by the provision or document that grants Sheba Negev the broadest rights, unless Sheba Negev determines otherwise. Without derogating from the generality of the foregoing, it is clarified that the bidder is obligated to provide the Services in accordance with its proposal, even where it is more stringent than the provisions of the other Tender documents.

- 11.5. By the very submission of its proposal in the Tender, the bidder declares and undertakes that it is authorized to contract with Sheba Negev in accordance with the Tender documents, under any law and agreement, and that it holds all approvals, permits, and licenses required to carry out its activities and to satisfy its declarations and undertakings under the Tender documents. Without limiting the foregoing, the bidder undertakes that this proposal is submitted by it without any connection and without any coordination, whether directly or indirectly, with other participants in the Tender.
- 11.6. The Tender documents may be downloaded, free of charge, from the Yahalom website, as of the date of their publication, as set out in the schedule of dates.
- 11.7. Sheba Negev is not obligated to order from the Successful Bidder all of the Services, and reserves the right to increase and/or reduce the scope of the Services, in accordance with the provisions of the Agreement. Nothing in this Tender and/or in the Agreement with the Successful Bidder shall grant the Successful Bidder any exclusivity whatsoever.
- 11.8. All Tender documents are the exclusive property of Sheba Negev, and all intellectual property rights therein belong to Sheba Negev. The bidder shall not use the Tender documents for any purpose whatsoever other than for submitting its proposal. Sheba Negev shall be entitled to make any use of the bidder's Proposal Documents, without Sheba Negev owing any payment obligation and/or any obligation to provide notice of any kind to such bidder.
- 11.9. Sheba Negev reserves the right to reject any proposal or all proposals and to cancel the Tender and/or to extend, bring forward, or postpone any of the dates specified therein, all at its sole discretion. In any such case (including in the event of cancellation of the Tender), Sheba Negev shall not be required to compensate the participants in the Tender and/or to pay them any amount whatsoever.
- 11.10. The overall responsibility for examining the information and the legal, professional, and business status, preparing all required documents, entering into any engagement, incurring expenses, paying fees, retaining advisors, and making any preparations and performing any work for the purpose of providing the Services in accordance with the Tender documents, including expenses and costs arising from participation in the Tender, shall rest solely with the bidder. Sheba Negev and anyone on its behalf shall not be responsible for any expense,

damage, loss, or detriment incurred by any of the bidders in connection with their participation in the Tender, including in the event of its cancellation.

- 11.11. If a competent court finds that a clause or clauses in the Tender documents, or parts of a clause or clauses in the Tender documents, are of no force or effect, or are void, or are unenforceable, this shall not prejudice the remaining parts of the Tender documents, which shall remain valid and binding in all respects.
- 11.12. Sheba Negev shall be entitled, at any time and at its absolute discretion, to assign/transfer its rights and/or obligations under the Tender and/or the proposal and/or the Agreement to any third party, provided that the transferee of such rights and obligations shall assume all of Sheba Negev's undertakings toward the bidder under 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 applicable, shall be identical to the terms of the current documents, subject to the necessary changes, and shall be valid as between the parties.
- 11.13. This Tender shall be governed by the laws of the State of Israel. Exclusive jurisdiction in respect of any matters and issues relating to this Tender, and any dispute arising therefrom, shall vest solely in the competent courts in Tel Aviv–Yafo.

Respectfully,

Sheba Negev Ltd.
(PBC) (a Public
Benefit Company)

Appendix A

Project Description

1. Purpose of the Hospital Establishment Project

- 1.1. Pursuant to government decisions regarding the development of the Negev and the healthcare system, with an emphasis on the Southern District, the establishment of the Hospital is being advanced. This decision is intended to significantly expand the scope and quality of the medical response for all of the South's diverse populations and to align it with the level of care provided to residents of central Israel, while taking into account the growth and changes expected in the population of the South in the coming decades.
 - 1.2. The Hospital will constitute a significant leap forward in the Israeli healthcare system, integrating advanced planning principles, sustainability, an optimal user experience, and breakthrough technologies. The architectural design will focus on realizing this vision through smart, integrative, and innovative planning that will ensure the Hospital's future success, while creating new standards for the world of medicine. The Hospital's vision is to serve as a role model in Israel and worldwide, tailored to the needs of the community in the South while integrating innovative and breakthrough technological medical methods, in accordance with international medical standards.
2. The Hospital will be owned by Peres Negev, held in equal shares by the Leumit and Meuhedet health funds. It is anticipated that this will help the health funds expand both the scope of medical Services provided in the community and the quality of Services through continuity between community Services and the medical Services to be provided at the Hospital, and, additionally, to create competition and additional choice options for patients in the Southern District.
 3. Sheba Medical Center (Tel HaShomer) was selected to plan, establish, and operate the Hospital, by virtue of its excellence and proven operational and clinical capabilities, its size and global reputation, and its commitment to world-leading public medicine and professional excellence. These actions are carried out by Sheba Negev (a wholly owned subsidiary of Sheba Medical Center (Tel HaShomer)).

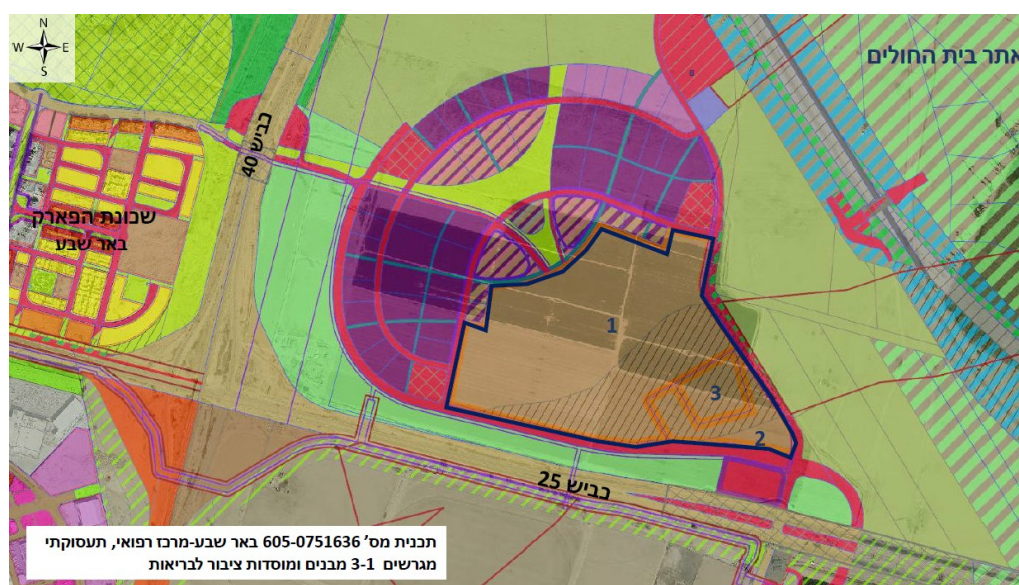
4. Location

The Hospital will be established within the municipal boundaries of the City of Be'er Sheva, northeast of the Sarah Interchange (intersection of Route 25 and Route 40 – in the area of coordinates X 184840, Y 570650), as marked below:



The area allocated for “Buildings and Public Institutions for Healthcare”, for the establishment of the “Peres Negev” Hospital, is approximately 430 dunams, in accordance with approved Plan 605-0751636.

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



5. Project Scope

- 5.1. The valid statutory plan (Taba) permits the establishment of a large medical center of up to approximately 2,100 beds and with built-up areas of approximately 710,000 sq m. At this time, the advancement of a City Building Plan (Taba) for the Hospital campus is being examined, to add uses such as staff housing, a convalescence hotel, etc. These and other matters will be reflected in the Building and Development Plan for the campus, even though they are not part of the program for Phase A, and will be incorporated into the City Building Plan (Taba) that will be advanced.
- 5.2. As of the date of publication of the Tender, based on the guiding principles for planning the Project (attached as Appendix C to the Tender), the design of the first phase is for an operational scope of up to 1,000 beds (of which approximately 400 beds are intended for use by psychiatric departments and wings) (the “**First Phase**”). However, the guiding principles are preliminary only, are not final, and the Project design is subject to updates and changes, including expansion beyond the aforesaid first phase or its reduction.
- 5.3. The final program of the Hospital is subject to approval by the State Administration. The architectural design of the Project by the Successful Bidder will be required, inter alia, to address the modularity of the program as stated above and the possibility of expanding the Hospital and increasing its size beyond the First Phase.
- 5.4. The location of the rooftop helipad will be in accordance with the proposed design for the First Phase and not in accordance with the provisions of the valid statutory plan (Taba), and a City Building Plan (Taba) will be advanced to regulate the helipad and additional matters, as may be required.

6. Schedule for Opening 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 estimates only and do not bind Shiba Negev.
- 6.2. The Project is contingent upon State funding and, accordingly, the engagements with the Successful Bidder shall be aligned with the phasing and progress of budget approvals.

Appendix B
the Agreement
[Attached separately]

Appendix C – See separate document

Guiding principles and planning guidelines

These principles are valid as of the date of publication of the Tender and are preliminary only.

Additional guidelines/changes and the like will be provided to the Successful Bidder during the design period.

The Hospital will be established as a leading and groundbreaking medical center and will integrate innovative medical technologies and methods to international standards, with an emphasis on full integration among advanced systems, an innovative working environment, and an optimal human experience for all who enter its gates.

The Hospital will be part of the southern community, an attraction for healthcare professionals, students, residents, and researchers, and will contribute to the region's economic and social growth. It will serve as a medical innovation center and will offer collaborations with biotech companies, research institutions, and academia in order to ensure the continuous development of advanced medical solutions.

The construction and development of the campus will follow advanced sustainability principles, taking into account the Negev climate and future climate change.

The Hospital will integrate into the surrounding urban fabric (employment areas, residential areas, park) and the Negev landscape.

The campus will be planned in a manner that places pedestrians at the top of the priority hierarchy, encourages short, thermally comfortable, interesting, and safe walking routes between buildings, and enables easy wayfinding for all users.

The Hospital's design will be based on architectural, medical, technological, environmental, and operational planning principles, focusing on creating an optimal healing environment for patients, their families, and caregivers, while ensuring maximum operational efficiency.

The design shall address the Project's complexity, the Hospital's growth potential, and additional considerations, while enabling full functional continuity to be maintained in various emergency events.

The foregoing in this Appendix C constitutes preliminary and estimated information only, and nothing in this Appendix shall impose any limitation or create any undertaking or representation on the part of Sheba Negev.

1. Built Environment and Surroundings

- 1.1 Wellness principles will be integrated to create a therapeutic environment that supports recovery, reduces complications, and promotes mental well-being.
- 1.2 Walking distances and circulation to and within the building for patients, staff, and logistics will be reduced as much as possible, taking into account the surrounding and internal circulation systems and separating the various flows.

- 1.3 The appearance of the buildings and the public realm, including the building façades, will reflect the Hospital's "exceptional" character and the beginning of a new era.
- 1.4 The Hospital will be based on a grid and modularity, enabling standardization and flexibility to adapt to changing and dynamic needs.
- 1.5 The layout of the units will be optimally planned in accordance with the various adjacencies between departments. The Hospital core (Emergency Department, Imaging, Operating Rooms, Intensive Care) will be adjacent to inpatient and ambulatory Services, all of which will be supported by maintenance, logistics, security, and support units.
- 1.6 Parking will be planned underground. To the extent that parking is planned in external lots, it will be shaded by trees, photovoltaic systems, and the like.

2. Smart Hospital

- 2.1 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 more efficient and accurate, and to reduce the overall cost.
- 2.2 All Hospital systems will be connected to an integrated control center that will monitor the Hospital's activity 24/7 and enable a rapid and focused response to any event, in routine and emergency situations.
- 2.3 Telemedicine and remote monitoring – home-based treatment and hospitalization with remote monitoring as part of routine departmental operations.

3. The Human Experience

- 3.1 The Hospital's units and spaces (treatment rooms, public areas, offices, facilities, and systems) will provide a pleasant and positive physical and emotional experience for everyone who comes to the Hospital: patients, caregivers, family members, companions, visitors, and staff. A hospitality experience for patients and companions, and a healthy and enriching work environment for the team.
- 3.2 The design will enable a seamless transition between community-based care and the Hospital, between the various "stations" within the Hospital, and between home and the Hospital for patients in hybrid hospitalization, etc.

4. Operations and Maintenance

Logistical support will be "hidden" from visitors' view, in order to provide a hotel-style service experience and a high level of safety (prevention of walkway hazards, cleanliness), including robotic storage and transport in certain areas.

5. The First Phase

Pursuant to Section 5.2 of Appendix A, the data regarding the first phase of the establishment of the Hospital, as detailed in the principal program below, are not final, but rather correspond only to the Hospital's first-phase program as known at the time of publication of the Tender. These data constitute estimates only and are presented to the bidders without imposing any obligation on Sheba Negev.

Inpatient Care:

- 194 surgical beds, 160 internal medicine beds, 42 intensive care beds.
- Pediatrics – 70 inpatient beds, 8 intensive care beds, 28 neonatal unit and neonatal intensive care beds.
- Women – 60 maternity beds, 20 gynecology beds, 18 high-risk pregnancy beds.

Psychiatric Hospital:

- Approximately 400 psychiatric beds.
- Ambulatory (outpatient) psychiatric Services.

Emergency Departments (EDs):

- General – 60 stations (including MRI and 2 CT scanners).
- Pediatrics – 20 stations
- Maternity – 12 stations
- Oncology ED stations

Operating Rooms:

- 16 operating rooms (including one operating room with a surgical robot, two maternity operating rooms, and two ophthalmology operating rooms).
- 13 delivery rooms

Outpatient array including approximately 60 clinics, as well as:

- 30 oncology day-hospital stations
- 2 MRI scanners, 2 CT scanners, 1 neuro catheterization lab, 2 cardiac catheterization labs, 1 PET scanner, 2 breast imaging systems

Additional Areas (Optional):

The Hospital will include approximately 4,000 sq. m of commercial space, as well as a maternity hotel, an auditorium with approximately 350 seats, and management and administration offices that will include approximately 600 employees.

General:

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

Parking:

Parking will be designed underground in accordance with the required standard.

Appendix D
Price Proposal Form

I, the undersigned _____, Company No. _____
 (hereinafter: the “**Bidder**”), seeking to enter into an agreement with Sheba Negev Ltd. (Public Benefit Company) (“**Sheba Negev**”) in connection with a Tender for the provision of architectural Services for the Project for the establishment of the Shimon Peres Hospital (the “**Tender**”), hereby declare and undertake _____ as _____ follows:

1. **Price Proposal:**

Please state a percentage with up to two digits only after the decimal point, in figures and in words (“**Proposed Rate**”):

In figures: % _____;

In words: _____ percent and _____ tenths of a percent;

In the event that a Bidder does not complete the two digits after the decimal point in figures, or does not complete the proposed amount in tenths of a percent in words, the Proposed Rate shall be deemed as though “0” were stated in figures after the decimal point and “zero tenths of a percent” in words. If the Bidder filled in more than two digits after the decimal point, the digits filled in after the second digit after the decimal point shall be deemed “0” in figures and “zero” in words. In the event of a discrepancy between the Proposed Rate stated by the Bidder in figures and the Proposed Rate written in words, the Proposed Rate shall be determined according to the lower of the two.

The proposed fee for providing the Services in accordance with the provisions of the Tender and performing all of the Bidder’s undertakings, in full and on time, as detailed in the agreement and its appendices, to the satisfaction of Shiba Negev, shall be calculated as the product of the Proposed Rate (or part thereof, as applicable) and the Project construction cost, in accordance with the following tiers:

- 1.1. **First tier** – for the portion of the Project area up to 150,000 m² (inclusive) (the “**First Tier**”), the fee shall be calculated according to the full Proposed Rate (100%).
- 1.2. **Second tier** – for the portion of the Project area exceeding the scope of the First Tier and up to 200,000 m² (inclusive) (the “**Second Tier**”), the fee shall be calculated at 95% of the fee rate.
- 1.3. **Third tier** – for the portion of the Project area exceeding the scope of the Second Tier, the fee shall be calculated at 90% of the fee rate.

The terms “**Project Construction Cost**” and “**Project Area**” shall have the meanings given to them in Appendix B to the agreement.

2. If the Bidder’s Tender proposal is declared the successful proposal and Shiba Negev enters into an agreement with the Bidder for the provision of the Design Services for the Project, the Bidder undertakes to perform the Services in full, in accordance with the provisions of the agreement, in consideration for the fee proposed by it as stated above.

In witness whereof, I have hereunto set my hand:

Date	Name of the signatory on behalf of the Bidder	Signatory’s ID No. on behalf of the Bidder	Position of the signatory on behalf of the Bidder	Signature and stamp of the Bidder
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Attorney’s Certification

I, the undersigned, _____, Advocate, hereby certify that on _____ there appeared before me at my office, located at _____ Street in the locality/city of _____, Mr./Ms. _____, who identified himself/herself by ID No. _____ and signed before me, on behalf of the Bidder above, the price proposal above; and I further certify that his/her signature above binds the Bidder on whose behalf he/she signed for all intents and purposes.

_____	_____	_____
Date	License No.	Signature and stamp

Appendix E/1

Affidavit Regarding the Absence of Convictions for Employing Foreign Workers and Minimum Wage Violations

I, the undersigned, _____ ID No. _____, after having been warned that I must state the truth and that I will be subject to the penalties prescribed by law if I do not do so, hereby declare as follows:

I am making this affidavit on behalf of _____, being the Bidder (hereinafter: the “**Bidder**”), seeking to enter into an agreement with Sheba Negev Ltd., the issuer of Tender No. 10003199 for the provision of architectural Services for the Project for the construction of the Shimon Peres Hospital. I declare that I am authorized to provide this affidavit on behalf of the Bidder.

In this affidavit, the term “**Affiliate**” shall have the meaning as defined in the Public Bodies Transactions Law, 1976 (hereinafter: “**Public Bodies Transactions Law**”). I confirm that the meaning of this term has been explained to me and that I understand it.

The term “**Offense**” means an offense under the Foreign Workers Law, 1991, or under the Minimum Wage Law, 1987; and with respect to transactions for the receipt of a service, as defined in Section 2 of the Law for Increased Enforcement of Labor Laws, 2011, also an offense under the provisions of the enactments listed in the Third Schedule to that law.

The Bidder is a corporation registered in Israel.

(Mark an X in the appropriate box)

- ☐ The Bidder and its Affiliate **have not been convicted** of more than two offenses as of the final date for submission of the proposals (hereinafter: “**Submission Deadline**”) on behalf of the Bidder, in connection with Tender No. 10003199 for the supply of _____ for _____.
- ☐ The Bidder or an affiliated party **has been convicted** by a judgment of more than two offences, **and at least one year has elapsed** from the date of the most recent conviction until the submission date.
- ☐ The Bidder or an affiliated party **has been convicted** by a judgment of more than two offences, **and at least one year has not elapsed** from the date of the most recent conviction until the submission date.

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

Date

Full Name

Signature and Stamp

Attorney's Certificate

I, the undersigned, _____, Adv., hereby certify that on _____ there appeared before me at my office, located at _____ Street in the locality/city of _____, Mr./Ms. _____, who identified himself/herself by I.D. No. _____.

_____, or who is personally known to me, and after I warned him/her that he/she must declare the truth and that he/she will be liable to the penalties prescribed by law if he/she does not do so, he/she signed the above affidavit before me.

Date

License No.

Signature and Stamp

Appendix E/2

Affidavit regarding the employment of persons with disabilities

I, the undersigned, _____ I.D. No. _____, after having been 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 am providing this affidavit on behalf of _____, which is the Bidder (the “**Bidder**”), seeking to enter into an agreement with Sheba Negev Ltd., which is conducting Tender No. 10003199 for the provision of architectural Services for the Project for the establishment of the Shimon Peres Hospital. I declare that I am authorized to provide this affidavit on behalf of the Bidder.

Mark X in the appropriate box:

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

If the provisions of Section 9 of the Equal Rights for Persons with Disabilities Law, 1998 (the “**Equal Rights Law**”) **apply to the Bidder**, it is required to mark X in the appropriate box:

- ☐ The Bidder employs fewer than 100 employees.
- ☐ The Bidder employs 100 employees or more.

If the Bidder employs 100 employees or more, an X must be marked in the appropriate box:

- ☐ The Bidder undertakes that, if it is awarded the Tender, it will apply to the Director General of the Ministry of Labor, Social Affairs and Social Services, for the purpose of examining the implementation of its obligations under Section 9 of the Equal Rights Law, and, if necessary, for the purpose of receiving instructions regarding their implementation.
- ☐ The Bidder previously undertook to apply to the Director General of the Ministry of Labor, Social Affairs and Social Services for the purpose of examining the implementation of its obligations under Section 9 of the Equal Rights Law; it applied as stated, and if it received instructions for implementing its obligations, **acted in accordance with them** (in the event that the Bidder previously undertook to make this application and an engagement was entered into with it, in respect of which it gave this undertaking).

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

_____	_____	_____
Full Name	Date	Signature

Attorney's Certification

I, the undersigned _____, attorney-at-law, hereby certify that on _____ there appeared before me in my office, located at _____ Street, locality/city _____, Mr./Ms. _____, who identified himself/herself by I.D. No. _____, or who is personally known to me, and after I warned him/her that he/she must declare the truth and that he/she will be subject to the penalties prescribed by law if he/she does not do so, he/she signed before me the above affidavit.

Date

License No.

Signature and Stamp

Appendix E/3
Affidavit Regarding the Core Team

I, the undersigned _____, Company No. _____
 (hereinafter: the "**Bidder**"), seeking to enter into an engagement with Sheba Negev Ltd. (Public Benefit Company (PBC)) in connection with a Tender for the provision of architectural Services for the Project for the establishment of the Hospital named after Shimon Peres (the "**Tender**"), hereby declare and undertake as follows:

a. The Core Team (as defined in the Tender) on behalf of the Bidder shall include the parties whose details are set out in the table below:

No.	Core Team Member	Full Name	Contact Details
1	Project Architect		
2	Medical Architect		
3	International Design Manager		

Attached to this affidavit are the CVs of each of the Core Team members described above.

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

_____ Date	_____ Name of the signatory on behalf of the Bidder	_____ ID No. of the signatory on behalf of the Bidder	_____ Position of the signatory on behalf of the Bidder	_____ Bidder's signature and stamp
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Attorney's Certification

I, the undersigned _____, Adv., hereby certify that on _____ there
 appeared before me at my office, located at _____ Street, in the locality/city of
 _____, Mr./Ms. _____, who identified himself/herself by means of ID No.
 _____, or who is personally known to me; and after I warned him/her that he/she must
 declare the truth and that he/she will be subject to the penalties prescribed by law if he/she fails to
 do so, he/she signed before me the above affidavit; and I further certify that his/her signature
 above binds the Bidder on whose behalf he/she signed, for all intents and purposes.

Date

License No.

Signature and Stamp

Appendix V/1

Affidavit Regarding Compliance with the Experience Requirements under the Professional Threshold Conditions in Section 5.2

I, the undersigned _____, Company No. _____ (hereinafter: the "**Bidder**"), seeking to enter into an engagement with Sheba Negev Ltd. (PBC) as part of a Tender for the provision of architectural Services for the Project for the establishment of the Shimon Peres Hospital (the "**Tender**"), hereby declare and undertake as follows:

With respect to all of the threshold conditions set out in Section 5.2 of the Tender invitation, any reference to a "Completed Project" means that, at a minimum, the structural works of the relevant Project have been completed. The Bidder is required to attach, for each Completed Project, a confirmation from the client that, at a minimum, the structural works of the relevant Project have been completed.

"**Complex Project**" means Projects for the construction of (1) medical buildings, or (2) university research and laboratory buildings, or (3) plants with intensive mechanization and technologies (including clean rooms), or (4) hotels comprising at least 300 rooms, provided that a Complex Project attributed to the International Architect or to the International Design Manager must also be a Project outside of Israel in order to constitute a "Complex Project".

"**Medical Facility**" – a structure used for a medical purpose and located within a Hospital campus, including, but not limited to, inpatient wards, laboratories and clean rooms, emergency departments, intensive care units, operating rooms, and the like.

Terms not expressly defined in this Affidavit shall have the meaning given to them in the Tender.

1. The Bidder

- 1.1. The Bidder is an architectural firm that has provided architectural Services for at least 10 years preceding the date of submission of its proposal, and that employs at least 10 employees in the field of architecture.
- 1.2. The Bidder has provided architectural Services (a) for a Project involving at least one Medical Facility with an area of 40,000 sq. m or more; or (b) for at least two Projects involving a Medical Facility with an area of 30,000 sq. m or more each; provided that, in respect of each of the alternatives in subsections (a) and (b), the Projects were completed within the 15 years preceding the date of submission of the proposal. Details are set out below:

The details of the above Projects are as follows:

No.	Client name for the Project	Contact details of the client's representative (telephone and email)	Project description and the architectural Services performed for the Project	Period during which the Services were performed under the Project	Remarks
1					
2					
3					
4					
5					

2. Project Architect

- 2.1. Full name of the Project Architect: _____.
- 2.2. The Project Architect is an owner or partner of the Bidder, or is employed by the Bidder.
- 2.3. The Project Architect holds an academic degree in architecture from an institution recognized by the Council for Higher Education in Israel.
- 2.4. The Project Architect is a licensed architect as defined in the Engineers and Architects Law, 1958.
- 2.5. The Project Architect has provided architectural Services for at least 10 years preceding the date of submission of the Bidder's proposal under the Tender.
- 2.6. The Project Architect has provided architectural Services for three or more Complex Projects, with an aggregate area of at least 50,000 sq m (fully finished), which were completed within the 10 years preceding the date of submission of the proposal, and at least one of the above Complex Projects was occupied by the date of submission of the proposal. Details are set out below:

No.	Client name for the Project	Contact details of the client's representative (telephone and email)	Project description and the architectural Services performed under the Project	Period of performance of the Services under the Project	Occupancy date and remarks
1					
2					
3					

- 2.7. The Project Architect provided architectural Services for two or more Projects, each with a scope exceeding 15,000 sq m (gross floor area), managed using the BIM Method, provided that at least one Project was occupied by the proposal submission date. Details are as follows:

No.	Name of the client under the Project	Contact details of the client's contact person (telephone and email)	Project description and the architectural Services performed under the Project	Period of performance of the Services under the Project	Occupancy date and remarks
1					
2					

3. The Medical Architect

- 3.1. Full name of the Medical Architect: _____.
- 3.2. The Medical Architect is an owner or partner of the Bidder, or is employed by the Bidder as an employee.
- 3.3. The Medical Architect holds an academic degree in architecture from an institution recognized by the Council for Higher Education in Israel.
- 3.4. The Medical Architect is a licensed architect, as defined in the Engineers and Architects Law, 1958.
- 3.5. The Medical Architect has provided architectural Services for at least 10 years preceding the Proposal Submission Date. The Projects are as follows:

No.	Name of the client under the Project	Contact details of the client's contact person (telephone and email)	Project description and the architectural Services performed under the Project	Period of performance of the Services under the Project	Remarks
1					
2					

- 3.6. The Medical Architect provided architectural Services for medical facility Projects, with an aggregate area of at least 50,000 sq. m, fully finished, and each of the above Projects was completed within the 15 years preceding the Proposal Submission Date. **For the purpose of meeting this threshold condition, up to three Projects only may be presented, and aggregation of areas across more than three Projects shall not be permitted.** The Projects are as follows:

No.	Name of the client under the Project	Contact details of the client's contact person (telephone and email)	Project description and the architectural Services performed under the Project	Period of performance of the Services under the Project	Remarks
1					
2					

4. The International Architect

- 4.1. Full name of the proposed International Architect: _____.
- 4.2. The International Architect entered into a subcontracting agreement with the Bidder, as required under Section 5.2.4.1 of the Tender's invitation to submit proposals.
- 4.3. The International Architect has provided architectural Services for Projects outside Israel for at least the 10 years preceding the date of submission of the Bidder's proposal to the Tender. Details of the Projects are as follows:

No.	Name of the Project client	Contact details of the client's contact person (telephone and email)	Description of the Project and the architectural Services performed under the Project	Period during which the Services were performed under the Project	Remarks
1					
2					

- 4.4. The International Architect is an existing corporation registered in a corporate registry maintained under the laws of its jurisdiction of incorporation.
- 4.5. The International Architect has provided architectural Services for at least two Projects for the construction or expansion of hospitals outside Israel, which satisfy the cumulative conditions set out below:
- The Projects included the construction or expansion of a Hospital with a capacity of at least 300 beds, including additional areas used for medical purposes such as emergency medicine, operating rooms, and the like.
 - The Projects included the design of an emergency department and an intensive care unit, as well as the design of an inpatient ward.
 - The Projects were completed within the 10 years preceding the date of submission of the proposal.

Details of the aforesaid Projects are as follows:

No.	Name of the Project client	Contact details of the client's contact person (telephone and email)	Description of the Project and the architectural Services performed under the Project	Period during which the Services were performed under the Project	Remarks
1					
2					

- 4.6. The International Architect has provided planning Services for the preparation of a master plan for a Project for the construction of a Hospital outside Israel with a capacity of at least 500 beds, or for the expansion of a Hospital outside Israel with a capacity of at least 300 beds, and on-site implementation works have commenced.

No.	Name of the Project client	Contact details of the client's contact person (telephone and email)	Description of the Project and the architectural Services performed under the Project	Period during which the Services were performed under the Project	Notes
1					

- 4.7. The International Architect has provided architectural Services in at least four Complex Projects, each with an area of at least 20,000 m², at full fit-out, which were completed within the 10 years preceding the Proposal submission date.

The details of the above Projects are as follows:

No.	Name of the Client in the Project	Contact details of the Client's contact person (telephone and email)	Project description and the architectural Services performed in the Project	Period during which the Services were performed within the Project	Notes

1					
2					
3					
4					

5. International Design Manager

- 5.1. Full name of the International Design Manager: _____.
- 5.2. The International Design Manager is employed by the International Architect as an employee under an employment agreement, or is an owner or partner in the International Architect.
- 5.3. The International Design Manager has provided architectural Services on Projects outside Israel, at least during the 10 years preceding the date of submission of the Bidder's Tender submission.
- 5.4. The International Design Manager holds an academic degree in architecture.
- 5.5. The International Design Manager has provided architectural Services on Projects outside Israel during the 10 years preceding the date of submission of the Bidder's Tender submission.

No.	Name of the Client in the Project	Contact details of the Client's contact person (telephone and email)	Project description and the architectural Services performed in the Project	Period during which the Services were performed within the Project	Notes
1					
2					

- 5.6. The International Design Manager has provided architectural Services outside Israel for medical facility Projects, with an aggregate area of at least 50,000 m² (main area), at full fit-out, which were completed within the last 10 years. **For the purpose of meeting this threshold condition, no more than two Projects may be presented, and aggregation of areas across more than two Projects shall not be permitted.** Details are as follows:

No.	Name of the Client in the Project	Contact details of the Client's contact person (telephone and email)	Project description and the architectural Services performed in the Project	Period during which the Services were performed within the Project	Notes
1					

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

- 5.7. The International Design Manager has provided architectural Services for at least two Complex Projects, each with an area exceeding 15,000 m², which were managed using the BIM Method, and at least one Complex Project was occupied as of the Proposal submission date. Details are as follows:

Serial No.	Name of the client in the Project	Contact details of the client's contact person (telephone and email)	Description of the Project and the architectural Services performed in the Project	Period for provision of the Services within the Project	Occupancy date and remarks
1					
2					

6. Attached to this affidavit are confirmations from the relevant Project commissioning entities regarding completion of the relevant Projects, and portfolios containing all Projects specified above in this document.

This is my name; below are my signature, and the content of my affidavit above is true.

Date	Name of the signatory on behalf of the Bidder	Signatory's Israeli ID No., on behalf of the Bidder	Position/title of the signatory on behalf of the Bidder	Bidder's signature and stamp
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Attorney's Certification

I, the undersigned, _____, Adv., hereby certify that on _____ appeared before me at my office, located at _____ Street in the locality/city of _____, Mr./Ms. _____, who identified himself/herself by Israeli ID No. _____, or whom I know personally; and after I warned him/her that he/she must declare the truth and that he/she will be subject to the penalties prescribed by law if he/she does not do so, he/she signed before me the above affidavit. I further certify that his/her signature above binds the Bidder on whose behalf he/she signed, for all intents and purposes.

Signature

Appendix V/2

Affidavit regarding the criteria in the Quality Table

Unless explicitly stated otherwise, for each criterion, up to 5 Projects only may be presented, and any Project beyond the first 5 Projects that the Bidder lists in this Appendix V/2 will not be reviewed and will not be taken into account by Sheba Negev for purposes of the proposal's quality score.

With regard to criteria relating to impression, preference will be given, inter alia, to presenting design Projects: (a) of healthcare facilities; (b) of completed buildings (with preference for completed healthcare facilities); and (c) for which the Services were provided by the relevant entity in recent years. As part of the impression, aspects will be examined, inter alia, of innovation, creativity, complexity, operational efficiency, adherence to budget and schedules, sustainability, user experience, circulation, and connection to the surrounding environment and the community in the area.

Unless stated otherwise, for purposes of scoring the proposal as set forth below, the Bidder may present Projects that were also detailed in Appendix V/1 for purposes of meeting the threshold conditions; in such case, the Bidder may refer to the details provided in connection with such Projects in Appendix V/1.

I, the undersigned _____, Company No. _____ (hereinafter: the "**Bidder**"), seeking to enter into an engagement with Sheba Negev Ltd. (PBC) in connection with a Tender for the provision of architectural Services for the Project for the establishment of the Shimon Peres Hospital (the "**Tender**"), hereby declare and undertake as follows:

Set out below are details of the Bidder's compliance, the Project Architect, the Medical Architect, the International Architect, and the International Planning Architect, with the criteria specified in the quality table in the Invitation. Terms not expressly defined in this affidavit shall have the meaning assigned to them in the Tender.

Number of healthcare facility Projects with an area exceeding 10,000 sq.m. per Project, for which the Bidder provided <u>architectural Services</u> in addition to the Project(s) required in order to comply with the threshold conditions in Section 5.2.1.2 of this Invitation to submit proposals. The Projects are not required to comply with the threshold conditions in Section 5.2.1.2 of this invitation to submit proposals.				
No.	Client name for the Project	Contact details of the client's point of contact (telephone and email)	Description of the Project and the architectural Services performed in the Project (including area in sq.m.)	Remarks / reference to Projects mentioned in <u>Appendix V/1</u>
1.				
2.				

3.				
4.				
5.				

Number of Projects with an area of more than 75,000 sq.m. each, for which **the Bidder** provided architectural Services, even if they are not healthcare facilities.

No.	Client name for the Project	Contact details of the client's point of contact (telephone and email)	Description of the Project and the architectural Services performed in the Project (including area in sq.m.)	Remarks / reference to Projects mentioned in <u>Appendix V/1</u>
1.				
2.				
3.				
4.				
5.				

Number of campuses with an area of 50 dunams or more (even if they are not campuses that include healthcare facilities) for which **the Bidder** provided site development and architectural design plans (or planning Services substantially similar in nature to the Services of preparing site development and architectural design plans, provided that these include reference to infrastructure, building siting, site development, and the like), and for which on-site execution works have commenced.

No.	Client name for the Project	Contact details of the client's point of contact (telephone and email)	Description of the Project and the architectural Services provided for the Project (including area in m ²)	Remarks / reference to Projects mentioned in <u>Appendix V1</u>
1.				
2.				
3.				
4.				
5.				

Building design Projects carried out by **the Bidder** (even if they are not healthcare buildings).

No.	Client name for the Project	Contact details of the client's contact person (phone and email)	Description of the Project and the architectural Services provided for the Project (including area in m ²)	Remarks / reference to Projects
-----	-----------------------------	--	--	---------------------------------

	the Project			mentioned in <u>Appendix V1</u>
6.				
7.				
8.				
9.				
10.				

Number of hospitals for which **the International Architect** provided architectural Services in addition to the two Projects required to meet the threshold conditions in Section 5.2.4.4 of the Invitation to submit proposals. Such Projects must meet the cumulative conditions in Section 5.2.4.4 of the Invitation to submit proposals.

No.	Client name for the Project	Contact details of the client's contact person (phone and email)	Description of the Project and the architectural Services provided for the Project (including area in m ²)	Remarks / reference to Projects mentioned in <u>Appendix V1</u>
1.				
2.				
3.				
4.				
5.				

Number of campus development Projects covering an area of 100 dunams or more (even if they are not campuses that include healthcare buildings) for which master plans were prepared by **the International Architect**, provided that the Projects proceeded to implementation.

No.	Client name for the Project	Contact details of the client's contact person (phone and email)	Description of the Project and the architectural Services provided for the Project (including area in m ²)	Remarks / reference to Projects mentioned in <u>Appendix V1</u>
1.				
2.				
3.				
4.				
5.				

Number of Projects for the establishment or expansion of hospitals outside Israel for which **the International Architect** provided Design Services for the preparation of a master plan in addition to the Project required to meet the threshold conditions in Section 5.2.4.6 of the Invitation to submit proposals. Such Projects must meet the cumulative conditions in Section 5.2.4.6 of the Invitation to submit proposals.

No.	Client name for the Project	Contact details of the client's contact person (phone and email)	Description of the Project and the architectural Services provided for the Project (including area in m ²)	Remarks / reference to Projects mentioned in <u>Appendix V/1</u>
1.				
2.				
3.				
4.				
5.				

Building design Projects carried out by **the International Architect** (even if they are not healthcare facilities).

No.	Client name for the Project	Contact details of the Client's representative (telephone and email)	Description of the Project and the architectural Services provided for the Project (including area in sq. m.)	Remarks / reference to Projects mentioned in <u>Appendix V/1</u>
1.				
2.				
3.				
4.				
5.				

Building design Projects and/or development plans carried out by the **Project Architect**.

No.	Client name for the Project	Contact details of the Client's representative (telephone and email)	Description of the Project and the architectural Services provided for the Project (including area in sq. m.)	Remarks / reference to Projects mentioned in <u>Appendix V/1</u>
1.				
2.				
3.				

4.				
5.				

Building design Projects (even if they are not healthcare facilities) carried out by the Medical Architect .				
No.	Client name for the Project	Contact details of the Client's representative (telephone and email)	Description of the Project and the architectural Services provided for the Project (including area in sq. m.)	Remarks / reference to Projects mentioned in <u>Appendix V/1</u>
1.				
2.				
3.				
4.				
5.				

Building design Projects carried out by the International Design Manager .				
No.	Client name for the project	Contact details of the Client's representative (telephone and email)	Description of the Project and the architectural Services provided for the Project (including area in sq. m.)	Remarks / reference to Projects mentioned in <u>Appendix V/1</u>
1.				
2.				
3.				
4.				
5.				

Number of Psychiatric Hospitals designed by the Bidder and/or the Project Architect and/or the Medical Architect and/or the International Architect and/or the International Design Manager during the 15 years preceding the Proposal submission date, for which construction works have commenced on site. "Psychiatric Hospital" means a structure for medical purposes (not a department and not a wing) intended for the diagnosis, treatment and hospitalization of persons coping with mental illness and/or mental disorders.				
No.	Client name for the project	Contact details of the Client's representative (telephone and email)	Description of the Project and the architectural Services performed under the Project (including area in sq. m.)	Comments / reference to Projects

				mentioned in <u>Appendix V1</u>
1.				
2.				
3.				
4.				
5.				

Attached to this declaration are portfolios containing all the Projects specified above in this document; alternatively, the Projects specified are included in the portfolio submitted in support of the statements in Appendix V/1.

This is my name; below are my signature and the affirmation that the content of my declaration above is true.

Date	Name of the signatory on behalf of the Bidder	ID No. of the signatory on behalf of the Bidder	Position/title of the signatory on behalf of the Bidder	Bidder's signature and stamp
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Attorney's Confirmation

I, the undersigned, _____, attorney-at-law, hereby certify that on _____ there appeared before me at my office, located at _____ Street, in the town/city of _____, Mr./Ms. _____, who identified himself/herself by means of ID No. _____, or who is personally known to me, and after I warned him/her that he/she must declare the truth and that he/she will be subject to the penalties prescribed by law if he/she does not do so, he/she signed before me the above declaration; and I further certify that his/her signature above binds the Bidder on whose behalf he/she signed, for all intents and purposes.

Signature

Appendix Z 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
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Appendix H
List of Sheba Negev Consultants

1. Eshed Management and Engineering – Program Consultant
2. Yulia Roitich – Tender Support
3. Achim Margolin Engineering and Consulting Ltd.
4. Foren Sharim Engineering and Real Estate Appraisal Ltd.
5. Herzog Fox Neeman & Co.
6. M.P.S. – Solutions for Medical Projects Ltd.
7. Sharon Shefer, Architect