

INVITATION FOR PRE-QUALIFICATION

IN RELATION TO THE PARTICIPATION IN A TENDER

FOR A MUNICIPAL SOLID WASTE TO ENERGY

FACILITY

October 2019

INVITATION FOR PRE-QUALIFICATION

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<u>Pre-Qualification Form “4”</u>	Experience in Design, Installation and Testing of a WtE Segment
<u>Pre-Qualification Form “5”</u>	Experience as Equipment Supplier of Grates for WtE Plants
<u>Pre-Qualification Form “6”</u>	Experience as Equipment Supplier of Boilers for WtE Plants
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1. INVITATION FOR PRE-QUALIFICATION

1.1. Definitions

All terms used in this Invitation shall have the meaning ascribed thereto herein:

“Addendum” or “Addenda” Shall have the meaning ascribed thereto in Section 2.9 (Addenda) of this Invitation.

“Agreement” Shall mean the agreement which will be signed between the GoI and the Successful Bidder for the execution of the Project.

“Annual Treatment Capability” Shall mean, with respect to the Design and Construction of a WtE Plant (regardless of its actual operating regime), the aggregate tons of MSW per annum calculated as follows:

$$OP * CL * CC$$

where:

OP = the net yearly designed operational hours (not including any planned shutdown hours for maintenance)

CL = the number of combustion lines

CC = the hourly combustion designed capacity per line

“Anticipated Holdings” Shall mean the intended share of holdings of each Member in the Participant.

“Authorized Representative” Shall have the meaning ascribed thereto in Section 3.7 (Authorized Representative) of this Invitation.

“Average Operating Cash Flow” Shall have the meaning ascribed thereto in Section 6.2 (Operating Cash Flow) of this Invitation.

“Boiler Experience Provider” Shall have the meaning ascribed thereto in Section 4.4 (Experience as Equipment Supplier of Boilers for WtE Plants) of this Invitation.

“Commitments” Shall mean the overall amount of all financial commitments made available to a Private Investment Fund by its limited partners.

“Completion” or “Completed” Shall mean the successful delivery of the project to its client, or the commencement of its commercial operation in accordance with its intended use.

“Construction”	Shall mean execution, installation, testing, commissioning and Completion.
“Contract Value”	Shall mean the total amount of all payments which were paid to the Entity which executed the referenced contract, pursuant to that specific referenced contract, excluding VAT, indexation and interest.
“Control”	Shall have the meaning ascribed thereto in the Securities Law 1968.
“Declared Entity”	Shall mean an entity: (i) declared pursuant to Section 3 and/or Section 9 of the Law for the Struggle with Iran’s Nuclear Program from 2012; and/or (ii) declared pursuant to Section 3 and/or 4 of Law for the Prevention of Distribution and Financing of Weapons of Mass Destruction from 2018; (iii) listed by the Israeli Sanctions Administration (“מטה הסנקציות”) according to any applicable Law.
“Design”	Shall mean the preparation of design for Construction.
“Design Availability”	Shall mean the operational availability hours of a WtE Plant pursuant to its Design, regardless of its actual operating regime.
“Deviation”	Shall mean any deviation, amendment, omission, addition, condition, reservation or qualification of the contents of this Invitation, including of the Pre-Qualification Requirements, made by the Participant in its Pre-Qualification Submission.
“Effective”	Shall mean the effective percentage of all Means of Control held by Entity A in Entity X, calculated by multiplying the percentages of Means of Control held by Entity A in each of the Entities in the chain of holdings between Entity A and Entity X. For purposes of this definition, holdings exceeding 70% shall be deemed and calculated as holdings of 100%. e.g. if Entity A holds 50% of all Means of Control of Entity B which, in turn, holds 50% of all Means of Control of Entity X, then Entity A Effectively holds 25% of all Means of Control of Entity X.

“Eligible Participant”	Shall have the meaning ascribed thereto in Section 10.4 (Announcement of Eligible Participants) of this Invitation.
“Entity”	Shall mean any corporation, company partnership, recognized by law within its domicile, excluding individuals.
“EPC Contractor”	Shall mean the Entity responsible for the performance of all engineering, procurement and Construction activities with respect to the Project on behalf of the Successful Bidder.
“Equipment Supplier”	Shall mean the design, supply, installation and testing on site of certain equipment.
“European Standards”	Shall mean the BAT (Best Available Techniques) Reference Documents (BREF) entitled Waste Incineration and Best Available Techniques for the Waste Treatments Industries published by the European Commission in August 2006.
“Experience Provider(s)”	Shall have the meaning ascribed thereto in Section 3.3 (Experience Provider) of this Invitation.
“Financial Entity”	Shall mean: (i) a Private Investment Fund; or (ii) an Institutional Investor.
“Financial Pre-Qualification Requirement(s)”	Shall mean the requirements of Section 6.1 (Turnover); Section 6.2 (Operating Cash Flow); Section 6.3 (Equity); and (if applicable) Section 6.4 (Private Investment Fund) and Section 6.5 (Institutional Investors) of this Invitation. For the avoidance of doubt, the form of submission referenced in each of the Sections within Section 5, shall not be deemed as a Financial Pre-Qualification Requirement.

“Financial Statement(s)”	Shall mean, for each Entity: (i) its audited consolidated financial statement which includes a report signed by the external auditor of the Entity, confirming its compliance with one of the accounting standards specified pursuant to Section 6.7 (Content and Submission Form) of this Invitation; or, in the absence thereof (ii) its audited solo financial statement which includes a report signed by the external auditor of the Entity, confirming its compliance with one of the accounting standards specified pursuant to Section 6.7 (Content and Submission Form) of this Invitation.
“General Partner” or “Fund Manager”	Shall mean an Entity who is responsible for the overall management and administration of the Private Investment Fund.
“GoI”	Shall mean the Government of the State of Israel.
“Grate Experience Provider”	Shall have the meaning ascribed thereto in Section 4.3 (Experience as Equipment Supplier of Grates for WtE Plants) of this Invitation.
“Guarantor”	Shall have the meaning ascribed thereto in Section 3.4 (Guarantor) of this Invitation.
“Infrastructure Experience Provider”	Shall have the meaning ascribed thereto in Section 4.1 (Experience in Design and Construction of Infrastructure Projects) of this Invitation.
“Infrastructure Project”	Shall mean, a project for construction of infrastructure, including any of the following: desalination facility, power station, road, railway, LRT, dam, seaport, airport.
“Institutional Investor”	Shall mean each of the Entities listed in Sections 1-4 of Schedule 1 of the Securities Law 1968, and/or with respect to an Entity registered outside the State of Israel – a similar Entity pursuant to applicable law under the applicable jurisdiction.

“Institutional Investor SPV”	Shall mean a single incorporated limited liability company or partnership incorporated under the laws of the State of Israel, the Means of Control of which are held solely by Management Companies, which are all directly or indirectly Controlled by the same Institutional Investor.
“Interested Party”	Shall mean with respect to Entity₁ : (a) any Entity or individual directly holding at least 15% of any of the Means of Control of Entity₁ (in this definition: “ Entity₂ ”); (b) any Entity or individual Effectively holding at least 70% of any of the Means of Control of Entity₂ ; (c) the CEO of Entity ₁ ; or (d) any of the directors of Entity ₁
“Invitation”	Shall mean this invitation for pre-qualification, including all Annexes thereof.
“Law(s)”	Shall mean the various national (state) laws and legislation, statutes, ordinance, codes, and regulations (including the Regulations), as enacted by the State of Israel, and any by-laws, codes, regulations enacted by the relevant authorities or municipalities, and case law and precedents of relevant competent judicial authorities; all as modified, amended, replaced or created from time to time.
“Main Contractor”	Shall mean an entity which is directly accountable for the execution of the referenced project, bearing all the risks related to the execution thereof, including its management, administration and the (direct and indirect) engagement and coordination of all subcontractors. For the avoidance of doubt entities which are directly accountable for the execution of the referenced project solely as a “project company” or a “concessionaire” pursuant to a “concession” or a “PPP” agreement will not be considered as Main Contractor under this definition.
“Means of Control”	Shall have the meaning ascribed thereto in the Securities Law 1968.

“Member(s)”	Shall have the meaning ascribed thereto in Section 3.2 (Members of the Participant) of this Invitation.
“Member’s Average Turnover”	Shall have the meaning ascribed thereto in Section 6.1.2 (Member’s Average Turnover) of this Invitation.
“Minimal Turnover Required”	Shall have the meaning ascribed thereto in Section 6.1.3 (Minimal Turnover Required) to this Invitation.
“Municipal Solid Waste” or “MSW”	Solid household waste and waste similar in nature and composition to household waste (including organic fractions).
“NIS”	New Israeli Shekel.
“Offence”	Shall mean criminal offences included in Chapters 7 (National Security, Foreign Relations and Official Secrets), 8 (Offences against the Public Order and the Society), 9 (Offences against the Government and the Law) and 10 (Bodily Harm) of the Penal Code 1977, Criminal offences in Sections 384A, 402, 413E, 415, 418, 423, 425, 427, 428 and 456 of the Penal Code 1977, offences under the Antitrust Law 1988, offences under the Securities Law 1968, offences under the Prohibition on Money Laundering Law 2000, offences under the Planning and Building Law 1965 or any other criminal offence which may result in a prison sentence of at least one (1) year, or if the Entity or any office holder or representative thereof is not a citizen or a resident of the State of Israel, analogous offences committed under the laws of its domicile, provided that if the applicable entity and/or person have been convicted, the conviction for such offence (committed in Israel or outside of Israel) was given during the seven (7) years preceding the Pre-Qualification Submission Date.
“Participant”	Shall have the meaning ascribed thereto in Section 3.1 (The Participant) of this Invitation.
“Participating Entity”	Shall mean the Participant, a Member, an Experience Provider or a Guarantor.

“Participant’s Weighted Turnover”	Shall have the meaning ascribed thereto in Section 6.1.1 (Participant’s Weighted Turnover) of this Invitation.
“Participation Fee”	Shall have the meaning ascribed thereto in Section 2.5.2 of this Invitation.
“Pre-Qualification Documents”	Shall mean the Invitation, its Annexes, the Pre-Qualification Forms and any other document issued by the Tender Committee during the Pre-Qualification Process.
“Pre-Qualification Forms” or “PQ Forms”	Shall mean the forms attached hereto as forms 1 - 11 which each Participant is required to complete, execute and submit as part of its Pre-Qualification Submission.
“Pre-Qualification Process”	Shall mean the process commencing upon the issuance of this Invitation and ending upon the announcement of Eligible Participants.
“Pre-Qualification Submission Date”	Shall have the meaning ascribed thereto in Section 9.9 (Pre-Qualification Submission Date) of this Invitation.
“Pre-Qualification Submission Letter”	Shall have the meaning ascribed thereto in Section 8.1 (Pre-Qualification Submission Letter) of this Invitation.
“Pre-Qualification Submission(s)”	Shall mean the complete written pre-qualification submission, complying with the terms and conditions contained in this Invitation and including all the information and completed Pre-Qualification Forms.
“Pre-Qualification Requirement(s)”	Shall mean the Professional Pre-Qualification Requirements and the Financial Pre-Qualification Requirements.

“Private Investment Fund”	Shall mean an Entity incorporated for the purpose of making financial investments which: (i) at least 60% of its Commitments were made available to it by Institutional Investors; and (ii) has a General Partner or Fund Manager. For the purpose of this definition Institutional Investor shall include entities recognized as an “institution of higher education” in accordance with the Council for Higher Education Law, 1958, and/or, with respect to entities established outside the State of Israel – a similar entity pursuant to applicable law under the applicable jurisdiction.
“Professional Pre-Qualification Requirement(s)”	Shall mean the requirements of Section 4. For the avoidance of doubt, the form of submission referenced in each of the Sections within Section 4, shall not be deemed as a Professional Pre-Qualification Requirement.
“Project”	Shall have the meaning ascribed thereto in Section 1.2 (Introduction and General Description of the Project) of this Invitation.
“Related Entity”	Shall have the meaning ascribed to such term (“גורם קשור”, including derivatives thereof), pursuant to: (i) the Law for the Struggle with Iran’s Nuclear Program from 2012; and/or (ii) the Law for the Prevention of Distribution and Financing of Weapons of Mass Destruction from 2018.
“Regulations”	Shall mean the Mandatory Tender Regulations 1993, as amended from time to time.
“Request(s) for Clarification(s)”	Shall have the meaning ascribed thereto in Section 2.8.1 of this Invitation.
“Sorting Facility”	A facility for mechanical sorting of MSW using automatic processes in compliance with Best Available Techniques for the Waste Treatments Industries, August 2006 (BREF), including at least separation of 4 (four) recyclables streams such as organics, paper, plastic materials, metals etc.
“SPC”	Shall have the meaning ascribed thereto in Section 10.9 (Formation of a Sole Purpose Company) of this Invitation.

“SPV”	Shall mean a sole purpose company, a sole purpose partnership or a sole purpose joint venture.
“Successful Bidder”	Shall mean the Eligible Participant awarded with an Agreement for the Project following the completion of the Tender Process.
“Tender Committee”	Shall mean the committee appointed by the State (as defined in Clause 1.2.1 hereunder) in order to manage the Pre-Qualification Process and the Tender Process.
“Tender Documents”	Shall mean all documents which shall be distributed to Eligible Participants as part of the Tender Process, including the request for proposals and all forms provided therein, the Agreement, the technical volumes, and any other document which will be issued by the Tender Committee during the Tender Process.
“Tender Process”	Shall mean the second stage of the selection process (including the various alternatives with respect to the method of management thereof as described in Section 1.31.3 (The Selection Process) of this Invitation), during which Eligible Participants will submit their bids and a Successful Bidder for the Project shall be selected.
“Unutilized Commitments”	Shall mean the overall amount of Commitments deducted by funds invested and funds committed to be invested by the Private Investment Fund.
“Update Statement”	Shall have the meaning ascribed thereto in Section 10.8.1 of this Invitation.
“WtE Experience Provider”	Shall have the meaning ascribed thereto in Section 4.24.1 (Experience in Design, Installation and Testing of a WtE Segment) of this Invitation.
“WtE Plant”	A plant that combusts waste to produce electricity using grate firing technology in compliance with European Standards.

“WtE Segment”	The technology-mechanical related part of a WtE project, including feeding, firing, boilers, energy generation and flue gas treatment systems.
“Year(s)”	The twelve (12) months period immediately preceding the Pre-Qualification Submission Date.

1.2. Introduction and General Description of the Project

1.2.1. Introduction

The GoI, acting on behalf of the State of Israel (the **“State”**), through the Tender Committee, has initiated a project for the design, financing, construction, operation and maintenance, by the private sector, of the first Waste-to-Energy (**“WtE”**) MSW treatment plant in Israel, which shall be accompanied by a Sorting Facility (the **“Project”**).

The plant shall have a WtE capacity of approx. 1,500 tons/day of residual sorted waste, as shall be further detailed in the Tender Documents (the **“Facility”**).

It is the intention of the Tender Committee to execute the Project, at the Site, for a period of approximately twenty five (25) years. At the end of the term of the Project, the Facility will be transferred to the State at no cost.

The Tender Committee is issuing this Invitation as part of a tender for the execution of the Project with a pre-qualification stage.

1.2.2. General Description of the Project

Without derogating from the provisions of Section 10.10 (Reservation of Rights), Participants’ attention is drawn to the following indicative description of a Project:

1.2.2.1. The Site

- a. It is anticipated that the Facility shall be situated within the borders of the district of Jerusalem, at Ma'ale Edomim site, which is located approximately 12 km east of the city of Jerusalem. A map presenting the area and site where the Facility is designated to be located is attached in **Annex “1”** (the **“Site”**).
- b. It is anticipated that the Site will be made available to the Successful Bidder by the State, which will grant the Successful Bidder with a right to utilize the Site, all as will be further detailed in the Tender Documents.

1.2.2.2. **Additional information**

The Participants are referred to **Annex “2”** of this Invitation for additional indicative information.

1.3. **The Selection Process**

The Tender Committee intends to select a Successful Bidder to execute the Project through the following stages:

- a. this Pre-Qualification Process; and
- b. the Tender Process.

1.4. **The Pre-Qualification Process**

- 1.4.1. The purpose of this Pre-Qualification Process is to identify Eligible Participants, who will be invited to participate in the Tender Process.
- 1.4.2. During the Pre-Qualification Process, Participants will be required to submit Pre-Qualification Submissions, in accordance with the provisions of this Invitation, in order to demonstrate their compliance with all Pre-Qualification Requirements and all other applicable requirements and provisions of this Invitation.
- 1.4.3. Pre-Qualification Submissions submitted by the Participants will be evaluated by the Tender Committee in accordance with the provisions of this Invitation. Without derogating from the provisions of Section 10 (Review and Evaluation of Pre-Qualification Submissions), following its evaluation, the Tender Committee will announce the Eligible Participants. Only those Participants which demonstrated compliance with all Pre-Qualification Requirements and all other applicable requirements and provisions of this Invitation, and were not otherwise disqualified thereby, will be announced as Eligible Participants.
- 1.4.4. The Participants are informed that due to the complexity and the unique nature of the Project, the Pre-Qualification Process and the Tender Process, the Pre-Qualification Requirements and other requirements included herein, have been designated in order to qualify competent and adequate candidates.

1.5. **The Tender Process**

Without derogating from the Tender Committee’s rights and prerogatives pursuant to this Invitation (including under Section 10.10 (Reservation of Rights)) or Law:

- 1.5.1. Following the completion of the Pre-Qualification Process, the Tender Committee intends to invite all Eligible Participants (and only Eligible Participants) to participate in the Tender Process, and submit bids, for the execution of the Project.

- 1.5.2. It is expected that Eligible Participants will be permitted to participate in the Tender Process(s) only in the composition which was prequalified pursuant to the Pre-Qualification Process (i.e. the same Members, Guarantors and Experience Providers), subject to and unless the prior written approval of the Tender Committee's was obtained for a requested change in the composition which was prequalified.

1.6. Invitation for Pre-Qualification

The Tender Committee hereby invites Entities to participate in the Pre-Qualification Process, according to the terms and conditions of this Invitation.

1.7. Anticipated Schedule

The anticipated schedule for the Pre-Qualification Process is as follows:

- 1.7.1. Publication of the Invitation: October 10th, 2019.
- 1.7.2. Final date for the Submission of Requests for Clarifications: January 28th, 2020.
- 1.7.3. Pre-Qualification Submission Date: March 17th, 2020

The Tender Committee reserves the right to amend any date contained herein, at any time, at its sole discretion by issuing a written clarification or Addenda to this Invitation in accordance with the provisions of Section 2.9 (Addenda).

2. RULES AND PROCEDURES

2.1. Governing Law and Jurisdiction

- 2.1.1. The Pre-Qualification Process shall be governed and construed in accordance with the provisions of all applicable Laws, including the Mandatory Tenders Law 1992, and the Regulations.
- 2.1.2. The applicable court in Jerusalem shall have the sole jurisdiction over all matters and all disputes arising in connection with the Pre-Qualification Process and the Tender Process.
- 2.1.3. The foregoing does not derogate from the obligation of any Participating Entity and anyone on their behalf, to address the Tender Committee, in writing, with a specific and detailed claim or compliant.

2.2. Preparation for Submission

- 2.2.1. By submitting a Pre-Qualification Submission, each Participating Entity confirms and will be deemed to have confirmed that it has received the complete Pre-Qualification Documents, that it has read, considered and understood the Invitation, and that it accepts the terms and conditions thereof and all obligations and undertakings specified or implied therein.
- 2.2.2. Each Participating Entity is assumed to have obtained legal advice.

- 2.2.3. Each Participating Entity and the Pre-Qualification Submissions shall: (i) abide by the Laws; and (ii) shall be subject to any changes in any of the Laws, even if such changes will be introduced during the Pre-Qualification Process.

2.3. Priority of Documents

In the event of discrepancies between any of the provisions of this Invitation, the stricter provision, as determined by the Tender Committee at its sole discretion, shall prevail, unless otherwise determined by the Tender Committee and approved in writing. Any discrepancy shall be brought to the attention of the Tender Committee as soon as possible.

2.4. Severability

The invalidity or unenforceability of any part, provision or section of the Pre-Qualification Documents shall not affect the validity or enforceability of other parts, provisions or sections thereof. Any invalid or unenforceable part, provision or section shall be deemed severed from the Pre-Qualification Documents, and the Pre-Qualification Documents shall be construed and enforced as if this Invitation did not contain such invalid or unenforceable part provision or section.

2.5. Access to Documents and Participation Fee

- 2.5.1. Copies of this Invitation may be downloaded at <https://mof.gov.il/AG/Pages/AccountantGeneralTenders.aspx> (the "Website"), for no charge.
- 2.5.2. As a pre-condition for submission of a Request for Clarification pursuant to Section 2.8.1 below and/or for submission of the Pre-Qualification Submission, the Participant shall pay a participation fee in an amount of five thousand (5,000) NIS (VAT included) (the "**Participation Fee**").
- 2.5.3. The Participation Fee shall be paid by any of the following methods:
- (i) By transfer to account no. 25636, at the Postal Bank (no. 09), Jerusalem Branch (no. 001), in the name of the Accountant General.
 - (ii) By a bank transfer from an Israeli bank account - to the Bank of Israel (bank code: 99, branch code: 001), bank account number 1310010081303 (Accountant General - NIS income account).
 - (iii) By a bank transfer from a foreign bank account –
Final Beneficiary Bank = Bank of Israel, Jerusalem
Swift code = ISRAILIR
Beneficiary Name = Accountant General – NIS income account
Beneficiary IBAN = ILS370990011310010081303
- 2.5.4. Without derogating from the provisions of Section 10.10 (Reservation of Rights) the Participation Fee shall not be refunded in any way for any reason.

- 2.5.5. Participants shall submit a copy of the receipt for the payment of the Participation Fee as well as the Participant's contact details (*inter alia*, the name of the Participant, its Authorized Representative, postal address, phone number, email address etc.) to the email address referenced in Section 2.8.1 below. Participants shall be responsible for informing the Tender Committee of any change in their contact details.
- 2.5.6. A person or an Entity may pay the Participation Fee on behalf of another Entity; so that an Entity who has not purchased this Invitation may submit a Pre-Qualification Submission, provided that the right to participate pursuant to the purchase of this Invitation was assigned or transferred from an Entity entitled to participate. For the avoidance of doubt, one (1) purchase shall entitle the submission of one (1) Pre-Qualification Submission.
- 2.5.7. The Tender Committee or anyone on its behalf shall not be responsible in any respect for any damage or loss of any kind whatsoever, suffered by a Participating Entity or anyone on its behalf, due to an error or omission with respect to any information provided under this Section.
- 2.5.8. It is hereby emphasized that the payment of the Participation Fee does not constitute recognition of an Entity's (including a Participant's) eligibility, qualifications or competence to meet the requirements of this Invitation.

2.6. Cost of Participation in the Pre-Qualification Process

A Participating Entity and anyone on its behalf, will bear any and all costs and expenses connected with participation in the Pre-Qualification Process as incurred by such, and will not be reimbursed or otherwise compensated by the Tender Committee or the State for any costs or expenses so incurred thereby, including in the event of termination of the Pre-Qualification Process for any reason whatsoever.

2.7. Language

This Invitation is published in English. Notwithstanding the forgoing, the Tender Committee reserves the right to issue a Hebrew version of this Invitation or any part thereof and to determine the order of precedence in case of any discrepancy between the provisions of the English version and the provisions of the Hebrew version.

2.8. Requests for Clarification of this Invitation

- 2.8.1. Participants may raise questions and requests for clarifications or interpretations to the Pre-Qualification Documents, in writing, by no later than the deadline for the submission of requests for clarifications as set forth in Section 1.7 (Anticipated Schedule) ("**Request(s) for Clarification(s)**"). Such Requests for Clarifications shall be addressed in writing only to Tender Committee's email address: PPP-Waste.Tender@inbal.co.il. As part of the request, any Participant shall provide details about its appointed representative, including its postal address, telephone numbers and e-mail address. Such Requests for Clarifications shall be addressed to:

Mr. Nechemya Kind, Chairman of the Tender Committee

Via: Tali Carmel-Murphy, Coordination Manager of the Tender Committee,

Division of Public Private Partnership Projects

Inbal Insurance Company Ltd.

Inbal House, 3 Arava St., Airport City

P.O.B 282 Ben-Gurion Airport

Tel: (972-3) 977-8187/149

- 2.8.2. Requests for Clarifications shall be submitted via email in a signed PDF file and in an Excel file in the following format, which can be downloaded, together with this Invitation, at the address indicated in Section 2.5.1 above:

Name of Participant	Clarification No.	Date [submission of request for clarification]	Pre-Qualification Document	Section (reference to the relevant Section in the applicable Pre-Qualification Document)	Subject	Clarification/ Question
	1.					
						

Without derogating from the provisions of Section 2.8.4, the Tender Committee reserves the right to ignore Requests for Clarifications which are not submitted in accordance with the requirements of submission specified in this Section 2.8.2.

- 2.8.3. The Tender Committee may request Participants to provide clarifications to any part of their Request for Clarifications, including by way of meeting with the Participants or any of them.
- 2.8.4. The Tender Committee has no obligation to clarify or interpret this Invitation, to respond to any specific question or to publish any of the Requests for Clarifications submitted to it.
- 2.8.5. Although the Tender Committee has no obligation to clarify or interpret this Invitation, the Tender Committee may issue an Addendum for the purpose of clarifying or interpreting the Pre-Qualification Documents in response to Requests for Clarifications, in accordance with the provisions of Section 2.9 (Addenda). Participants shall acknowledge receipt of any Addendum in the manner set forth in Section 2.9 (Addenda).
- 2.8.6. In its response to a Request for Clarification the Tender Committee may rephrase any Request for Clarification, including adding to the original language or omitting from the original language, as it shall deem fit under the circumstances.
- 2.8.7. Any Request for Clarification not responded by the Tender Committee shall be deemed rejected.

- 2.8.8. Any Request for Clarification raised at a date following the deadline for the submission thereof as provided in Section 1.7 (Anticipated Schedule), will be accepted or rejected, answered or not, at the discretion of the Tender Committee.
- 2.8.9. For the avoidance of doubt, a response by the Tender Committee to any Request for Clarification shall not derogate from the discretion or the prerogative of the Tender Committee under this Invitation, including under Section 2.9 (Addenda).
- 2.8.10. Without derogating from the Tender Committee's rights and prerogatives pursuant to this Invitation or Law, and without in any way limiting the Tender Committee's discretion, the Tender Committee will endeavor to avoid the issuance of Addenda to the Pre-Qualification Documents during the fourteen (14) days immediately preceding the Pre-Qualification Submission Date.

2.9. Addenda

- 2.9.1. Notwithstanding any of the provisions of this Invitation and without derogating from the States or the Tender Committee's rights and prerogatives pursuant to this Invitation (including under the provisions of Section 10.10 (Reservation of Rights)) or Law, the Tender Committee reserves the right to revise, modify, amend, clarify, add, eliminate or otherwise change the Pre-Qualification Documents or any part thereof, including, but not limited to, any instruction, requirement, specification, Pre-Qualification Requirement(s) or date contained therein, whether at the discretion of the States or the Tender Committee or as a result of a Request for Clarification. Such revisions, if any, shall be announced by written clarification or addenda to the Pre-Qualification Documents ("**Addenda**" or "**Addendum**", respectively) and will be deemed an integral part of this Invitation.
- 2.9.2. Neither the State nor the Tender Committee shall not be bound by, and Participants shall not rely on, any oral clarification to the Pre-Qualification Documents.
- 2.9.3. No answers, clarification or amendment to the Pre-Qualification Documents shall be binding unless issued in the form of an Addendum.
- 2.9.4. Should any Addendum result from any Request for Clarification submitted by a Participant, the identity of such Entity or Participant shall not be disclosed.
- 2.9.5. The Addenda shall be published by the Tender Committee at the Website.
- 2.9.6. Participants are required to check the Website on a regular basis for any addenda, updates, postponements, changes, clarifications or modifications, during the Pre-Qualification Process and prior to the Pre-Qualification Submission Date.

- 2.9.7. Without derogating from the generality of the provisions of Sections 1.7 (Anticipated Schedule) and 2.9 (Addenda), the Tender Committee may postpone the date for submission of Pre-Qualification Submissions, or any other date herein, by such number of days as shall be necessary in the opinion of the Tender Committee to enable the Participants to revise their Pre-Qualification Submissions as a result of any Addendum issued by the Tender Committee. The announcement of a new date, if any, will be included in the Addendum.

2.10. Site Visit and Conference

The Tender Committee reserves the right to hold a conference and/or a Site visit (the “**Conference**”). The participation of the Participant or its Authorized Representative, in the Conference shall not be mandatory.

2.11. Intellectual Property Rights

The Pre-Qualification Documents and any and all intellectual property rights therein are exclusively owned by the State and are supplied to the Participants solely for the purpose of participation in the Pre-Qualification Process.

2.12. Information Supplied to the Participants

- 2.12.1. The description of the Project detailed in this Invitation is general and indicative only. The actual scope of works and further particulars may differ from the description thereof in this Invitation.
- 2.12.2. In any event and without derogating from the foregoing, to the extent applicable during the Pre-Qualification Process, Participating Entities are required to independently examine and verify all aspects of the Project, *inter alia*, the Site, all statutory plans relating thereto, the Pre-Qualification Documents and any other legal, organizational, operational, technical or financial detail relevant to the Pre-Qualification Submission.
- 2.12.3. The State and the Tender Committee do not represent or warrant that the information contained in the Pre-Qualification Documents or any other information which they or anyone on their behalf are making available to Participants, is either complete or accurate or undergone any independent verification of the Tender Committee. Any and all information presented hereby with respect to the Project, including with respect to the Tender Process, the time schedule for the execution of the Project and the expected requirements with respect thereof, may change.
- 2.12.4. It is expressly understood that any reliance of a Participating Entity or anyone on its behalf on any such information and the making of any deductions, interpretations or conclusions from information which is made available by the State or the Tender Committee or anyone on their behalf, is at the Participating Entity’s sole responsibility.
- 2.12.5. The State and the Tender Committee shall not be responsible in any respect for any loss or damage whatsoever suffered by a Participating Entity and anyone on its behalf (including their employees, officers, agents, or any

other persons for whom Participants may be contractually or legally responsible or accountable), by reason of any use of information contained in the Pre-Qualification Documents or provided in connection therewith, or any action or forbearance in reliance thereon.

2.13. Advisors to the Tender Committee

2.13.1. **Annex 3** of this Invitation contains a list of the advisors to the Tender Committee. Subject to the provisions of any and all applicable Laws, the Tender Committee may exercise its rights under this Invitation through its advisors. The Tender Committee reserves the right, from time to time, to release any advisor or to engage additional advisors, update or otherwise amend **Annex 3** or any part thereof as it shall deem appropriate under the circumstances.

2.13.2. Any Entity or person listed in **Annex 3** (“**Advisors**”), shall not participate in the Pre-Qualification Process, the Tender Process or the Project on behalf of any third-party other than the Tender Committee and shall not advise, directly or indirectly, any Participating Entity with respect to the Pre-Qualification Process, the Tender Process or the Project.

For avoidance of doubt, the foregoing shall apply: (a) if the Advisor is an Entity – to any person employed by such Entity; and (b) if the Advisor is a person – to any Entity Controlled by such person.

2.13.3. By no later than thirty (30) days prior to the Pre-Qualification Submission, each Participating Entity shall provide details of all previous and existing engagement of any Advisor by Interested Parties of the Participating Entity for any purpose which is not connected to the Pre-Qualification Process, the Tender Process or the Project (“**Notification**”).

2.13.4. Without derogating from its rights and prerogatives pursuant to this Invitation or Law, following receipt of a Notification, the Tender Committee may, at its sole discretion: (i) require additional details; (ii) notify the relevant Advisor and/or Participating Entity that it does not approve such engagement if it considers that such engagement creates or appears to create a conflict of interest; or (iii) impose certain restrictions with respect to such engagement in order to avoid any appearance of or a conflict of interest, in each case, as the Tender Committee shall deem fit.

2.13.5. The Tender Committee may, at its sole discretion, take any action required to ensure the absence of a conflict of interests including, *inter alia*, (i) request to amend or amend the terms of any engagement of an Advisor or consultant; (ii) disqualify Participating Entities from participating in the Pre-Qualification Process; or (iii) impose conditions and restrictions with respect to their participation in the Pre-Qualification Process, in each case, as the Tender Committee shall deem fit.

3. GENERAL PROVISIONS RELATING TO PARTICIPANTS

3.1. The Participant

- 3.1.1. A Participant shall mean a single Entity which complies with the provision of Section 3.2 (Members of the Participant); or a number of Entities, each of which complies with the provision of Section 3.2 (Members of the Participant), associated for the purpose of submitting a Pre-Qualification Submission (“**Participant**”).
- 3.1.2. The incorporation of a Participant as a sole purpose company for purposes of the Project will only be required during the Tender Process pursuant to Section 10.9 below.
- 3.1.3. **Form of Submission.** In order to demonstrate compliance with this Section 3.1 (The Participant), each Participant and each of the Entities associated in relation therewith (its Members) shall complete, execute and submit Pre-Qualification Form “1” and Pre-Qualification Form “2”.

3.2. Members of the Participant

- 3.2.1. Members of a Participant shall mean each of the Entities committed to hold Anticipated Holdings in the Participant, as detailed in Pre-Qualification Form “2” and which comply with:
 - 3.2.1.1. all of the requirements of Section 3.5 (Participation – General Requirements); and
 - 3.2.1.2. the applicable Financial Pre-Qualification Requirements in accordance with the provisions of Section 6 (Financial Pre-Qualification Requirements) by themselves or by a Guarantor on their behalf;(a “**Member**”).
- 3.2.2. Without derogating from the generality of the foregoing a Participant shall not have more than five (5) Members, provided, however, that an Institutional Investor participating in the Pre-Qualification Process or the Tender Process through several companies under its Control managing the assets of different pension and provident funds shall be deemed one (1) Member.
- 3.2.3. **Form of Submission.** In order to demonstrate compliance with, *inter alia*, the provisions of Section 3.2.1.1, each Member shall complete, execute and submit Pre-Qualification Form “2”.

3.3. Experience Provider

- 3.3.1. An Experience Provider shall mean an Entity which complies with:

3.3.1.1. all of the requirements of Section 3.5 (Participation – General Requirements); and

3.3.1.2. any of the requirements in Section 4 (Professional Pre-Qualification Requirements);

(an “**Experience Provider**”).

For the avoidance of doubt, an Experience Provider does not have to be a Member.

3.3.2. **Form of Submission**. In order to demonstrate compliance with Section 3.3.1.1, each Experience Provider shall complete, execute and submit Pre-Qualification Form “2”.

3.4. **Guarantor**

3.4.1. A Guarantor shall mean:

3.4.1.1. a Member (which acts as a Guarantor for another Member); or

3.4.1.2. an Entity which Controls a Member,

and which complies with:

3.4.1.3. all of the requirements of Section 3.5 (Participation – General Requirements); and

3.4.1.4. the applicable Financial Pre-Qualification Requirements in accordance with the provisions of Section 6 (Financial Pre-Qualification Requirements);

(a “**Guarantor**”).

3.4.2. **Form of Submission**. In order to demonstrate compliance with Section 3.4, each Guarantor shall complete, execute and submit Pre-Qualification Form “2”.

3.5. **Participation – General Requirements**

Each Participant (if such is a single Entity, already incorporated on the Pre-Qualification Submission Date), Member, Experience Provider and Guarantor needs to comply and satisfy all of the following requirements:

3.5.1. It is a duly organized and a validly existing Entity under the laws of the jurisdiction in which it is organized.

3.5.2. It has all requisite corporate power and authority for the ownership and operation of its properties and for the carrying on of its business as currently conducted or proposed to be conducted for the purposes of the Project (including the participation in this Pre-Qualification Process).

- 3.5.3. There are no actions or proceedings pending, voluntary or involuntary, with respect to dissolution, liquidation, freeze of assets, bankruptcy, insolvency, appointment of a trustee, a liquidator or a receiver (including temporarily), or any other analogous situation nor, are there to the best of its knowledge, any actions or proceedings which might result in dissolution, liquidation, freeze of assets, bankruptcy, insolvency, appointment of a trustee, a liquidator or a receiver (including temporarily), or any other analogous situation.
- 3.5.4. It's most recent Financial Statements do not include a "going concern notice" or a notice of a similar effect.
- 3.5.5. It and any Interested Party, including the office holders thereof involved in the Pre-Qualification Process, in the Tender Process or in the Project (including individuals) are not residents or citizens of a state which does not have diplomatic relations with the State of Israel.
- 3.5.6. It and any Interested Party thereof (including individuals), have not been convicted of an Offence and no indictment (criminal charges) with respect to an Offence has been filed (submitted) against any of such.
- 3.5.7. To the extent required under Law, each Entity incorporated in the State of Israel, or registered in Israel as a Foreign Company as defined under the Companies Law 1999, shall provide all relevant approvals and statements as required in accordance with the provisions of the Public Entities Transactions Law 1976 by completing Pre-Qualification Form "11", and an ascertainment of regular reports of revenues to the tax assessor and the director of V.A.T. in transactions that is taxable under the Value Added Tax Law 1975.
- 3.5.8. It is not a Declared Entity and it is not a Related Entity of a Declared Entity; and the office holders thereof involved in the Pre-Qualification Process, in the Tender Process or in the Project (including individuals) are not Declared Entities or Related Entities of the Declared Entities.
- 3.5.9. Each Entity shall provide an authenticated copy of its certificate of incorporation and articles of association, or if an Entity is not incorporated in the State of Israel it shall provide the equivalent approvals and statements regarding its corporate registration in accordance with the laws in its domicile.

In the event such foreign Entity is registered in Israel as a Foreign Company under the Israel Corporation Law 5759-1999, or as a foreign partnership under the Israeli Partnership Ordinance, 1975, such Entity shall also attach the appropriate certification of registration accordingly. A Member which is a Private Investment Fund shall also attach to its submission the Private Investment Fund's partnership agreement. All such documents of incorporation shall be submitted under the relevant Pre-Qualification Forms, as indicated therein.

3.6. **An Entity Charged with, or Convicted of, an Offence**

- 3.6.1. In the event that a Participating Entity or any Interested Party thereof which is required to comply with the provisions of Section 3.5 (Participation – General Requirements) does not comply with the requirement of Section 3.5.6, the Authorized Representative, on behalf of the Participating Entity or the Interested Party, shall submit to the Tender Committee, either within its Pre-Qualification Submission or no later than sixty (60) days prior to the Pre-Qualification Submission Date, relevant information with respect to the filing (submission) of an indictment (criminal charges) in an Offence or with respect to a conviction (as applicable).
- 3.6.2. Without derogating from the State or the Tender Committee’s rights and prerogatives pursuant to this Invitation (including under Section 10.10 (Reservation of Rights)) or Law, if a Participating Entity (or an Interested Party thereof) does not comply with the provisions of Section 3.5.6 the Tender Committee may, at its sole discretion, (i) disqualify the Participating Entity from participating in the Pre-Qualification Process; or (ii) impose conditions and restrictions with respect to its participation in the Pre-Qualification Process, in each case, as the Tender Committee shall deem fit.
- 3.6.3. Any decision reached by the Tender Committee prior to the Pre-Qualification Submission Date shall be provided to the Participant. In addition, an Addendum shall be published in accordance with the provisions of Section 2.9 (Addenda), conveying to all other Participants that the Tender Committee has approved, rejected or otherwise conditioned the participation of a Participating Entity or any Interested Party thereof which does not comply with the provisions of Section 3.5.6, without disclosing the identity of such Entity or the nature of the Offence (unless otherwise determined by the Tender Committee, at its sole discretion).

3.7. **Authorized Representative**

- 3.7.1. Each Participant shall appoint one of its Members, through one individual on its behalf, as an authorized representative for: (i) conducting correspondence with the Tender Committee; and (ii) receiving instructions from the Tender Committee for and on behalf of all Participating Entities (an “**Authorized Representative**”).
- 3.7.2. A Participant may replace its Authorized Representative by giving a prior written notice to the Tender Committee, signed by all Members of the Participant. The appointment of an Authorized Representative shall not be terminated other than by the appointment of a replacement and the receipt of notice thereof by the Tender Committee.

3.8. **Participation in a Pre-Qualification Submission**

3.8.1. General

- 3.8.1.1. Each Participant may participate in only one Pre-Qualification Submission.

3.8.1.2. Each Member may participate in only one Pre-Qualification Submission.

3.8.1.3. Each Experience Provider may participate in only one Pre-Qualification Submission.

3.8.1.4. Each Guarantor may participate in only one Pre-Qualification Submission.

3.8.2. Interpretations

For the purpose of the provisions of Section 3.8.1, the terms “**Participant**”, “**Member**”, “**Experience Provider**” and “**Guarantor**” (if applicable), shall be deemed to include any incorporated Entity which exercises Control over such entity, is under the common Control of such entity or is Controlled by such entity.

3.9. Government Companies

Any company budgeted by the GoI as defined under Section 21 of the State Budget Law, 1985, any municipal company or a subsidiary thereof as defined under Section 21 of the State Budget Law, 1985, any company supported by the GoI as defined under Section 32 of the State Budget Law, 1985 any Entity incorporated by Law (a statutory corporation), or any company subject to the provisions of the Government Companies Law, 1975 is not permitted to participate in the Pre-Qualification Process as a Participating Entity.

3.10. Participating in Multiple Capacities

It is clarified that an Entity may participate in a Pre-Qualification Submission in more than one role (e.g. Member, Guarantor, Infrastructure Experience Provider, WtE Experience Provider, Boiler Experience Provider, Grate Experience Provider, etc.), and in such case said Entity will be required to comply with all requirements pertaining to each of its various roles.

3.11. Additional Requirements, including Security Considerations

Without derogating from any of its rights and prerogatives pursuant to this Invitation or Law, the Tender Committee reserves the right to impose additional or new conditions, limitations, prohibitions, or restrictions, *inter alia*, with respect to the participation of a Participating Entity in the Pre-Qualification Process, the Tender Process or the Project, which relate to:

3.11.1. security considerations (including national security); and/or

3.11.2. competition, including pursuant to the Law for Promoting Competition and Minimization of Centralization, 2013 (if applicable).

Without derogating from any of its rights and prerogatives pursuant to this Invitation or Law, the Tender Committee reserves the right to include additional requirements with respect to the presentation of valid registration and certifications pursuant to the Registration of Contractors for Construction Engineering Works

Law, 1969 and other applicable Laws (including Approval of a Recognized Contractor for Governmental Works) (or the presentation of applicable exemption).

4. PROFESSIONAL PRE-QUALIFICATION REQUIREMENTS

Each Participant is required to demonstrate compliance with all of the following Professional Pre-Qualification Requirements;

4.1. Experience in Design and Construction of Infrastructure Projects

Each Participant is required to demonstrate that, during the past ten (10) Years, an Experience Provider on its behalf has Designed and Constructed, as a Main Contractor, an Infrastructure Project, with a total Contract Value of not less than NIS 1 Billion (the “**Infrastructure Experience Provider**”).

Form of Submission. In order to demonstrate compliance with this Section 4.1 (Experience in Design and Construction of Infrastructure Projects) the Infrastructure Experience Provider shall complete, execute and submit Pre-Qualification Form “3”.

4.2. Experience in Design, Installation and Testing of a WtE Segment

Each Participant is required to demonstrate that, during the past fifteen (15) Years, an Experience Provider on its behalf was responsible for the Design, installation and testing on site, of a WtE Segment in both of the following:

- (a) One (1) WtE Plant with a total aggregate Annual Treatment Capability of not less than 200,000 tons of MSW/year and with a Design Availability of not less than 7,800 hours per year; **and**
- (b) One (1) WtE Plant with a total aggregate Annual Treatment Capability of not less than 60,000 tons of MSW/year and with a Design Availability of not less than 7,800 hours per year;

Each of which was continuously and successfully operated for a period of not less than two (2) years from its Completion.

(the “**WtE Experience Provider**”)

Form of Submission. In order to demonstrate compliance with this Section 4.2 (Experience in Design, Installation and Testing of a WtE Segment) the WtE Experience Provider shall complete, execute and submit Pre-Qualification Form “4”.

4.3. Experience as Equipment Supplier of Grates for WtE Plants

Each Participant is required to demonstrate that, during the past fifteen (15) Years, an Experience Provider(s) on its behalf acted as an Equipment Supplier of both of the following:

- (a) One (1) moving grate for a WtE Plant with a total aggregate Annual Treatment Capability of not less than 200,000 tons of MSW/year and with a Design Availability of not less than 7,800 hours per year; **and**

- (b) One (1) moving grate for a WtE Plant with a total aggregate Annual Treatment Capability of not less than 60,000 tons of MSW/year and with a Design Availability of not less than 7,800 hours per year;

Each of which was continuously and successfully operated for a period of not less than two (2) years from its Completion;

(the “**Grate Experience Provider**”).

Form of Submission. In order to demonstrate compliance with this Section 4.3 (Experience as Equipment Supplier of Grates for WtE Plants) the Experience Provider shall complete, execute and submit Pre-Qualification Form “5”.

4.4. Experience as Equipment Supplier of Boilers for WtE Plants

Each Participant is required to demonstrate that, during the past fifteen (15) Years, an Experience Provider(s) on its behalf acted as an Equipment Supplier of both of the following:

- (a) One (1) boiler for a WtE Plant with a total aggregate Annual Treatment Capability of not less than 200,000 tons of MSW/year and with a Design Availability of not less than 7,800 hours per year; **and**
- (b) One (1) boiler for a WtE Plant with a total aggregate Annual Treatment Capability of not less than 60,000 tons of MSW/year and with a Design Availability of not less than 7,800 hours per year;

Each of which was continuously and successfully operated for a period of not less than two (2) years from its Completion;

(the “**Boiler Experience Provider**”).

Form of Submission. In order to demonstrate compliance with this Section 4.3 (Experience as Equipment Supplier of Boilers for WtE Plants) the Experience Provider shall complete, execute and submit Pre-Qualification Form “6”.

5. THE TENDER PROCESS – EXPECTED REQUIREMENTS

- 5.1 Without derogating from the provisions of Section 10.10 (Reservation of Rights), it is expected that pursuant to the Tender Documents, bidders shall be required to demonstrate that:
 - 5.1.1. One of the following Entities shall either serve as the EPC Contractor itself, or hold 51% or more of all Means of Control in the EPC Contractor: (i) the Infrastructure Experience Provider; (ii) the WtE Experience Provider; (iii) the Grate Experience Provider; or (iv) the Boiler Experience Provider.
 - 5.1.2. Without derogating from Section 5.1.1 above, the Infrastructure Experience Provider shall be obliged to hold 20% or more of all Means of Control in the EPC Contractor.
 - 5.1.3. The WtE Experience Provider shall be responsible for the overall Design, installation and testing on site of the WtE Segment of the Facility.

- 5.1.4. The Grate Experience Provider shall be the Equipment Supplier of the grate for the Facility.
- 5.1.5. The Boiler Experience Provider shall be the Equipment Supplier of the boilers for the Facility.
- 5.2 In addition, it is expected that the Tender Documents shall include a requirement for bidders to submit to the Tender Committee, for its approval, within ninety (90) days from publication of the Tender Documents, a proposed Entity which will be responsible for providing the Sorting Facility for the Project, and which has the following experience:

During the past fifteen (15) Years, it has Designed, Constructed and Completed, two (2) Sorting Facilities, each with a total aggregate input capacity of not less than 35 tons per hour, and each of which were continuously and successfully operated for a period of not less than two (2) years from its Completion.

Detailed instructions regarding the submission of such proposed Entity to the Tender Committee and the procedure for its approval thereby shall be included in the Tender Documents.

6. FINANCIAL PRE-QUALIFICATION REQUIREMENTS

Each Participant is required to demonstrate its and its Members' (or a Guarantor on their behalf) compliance (as applicable), with all of the applicable Financial Pre-Qualification Requirements:

6.1. Turnover

Each Participant is required to demonstrate that the Participant's Weighted Turnover (as such term is defined in Section 6.1.1 below), is not lower than the Minimal Turnover Required (as such term is defined in Section 6.1.3 below).

6.1.1. Participant's Weighted Turnover

The Participant's Weighted Turnover shall be calculated in the following manner:

$$\text{Participant Weighted Turnover} = \sum_{i=1}^{i=n} ATO_i \cdot HS_i$$

Where:

ATO_i = Member (i)'s Average Turnover (as such term is defined in Section 6.1.2 below).

HS_i – the Anticipated Holdings of Member (i) in the Participant.

n = the number of Members in the Participant.

(“Participant's Weighted Turnover”).

6.1.2. Member's Average Turnover

The average turnover of each Member in the Participant shall be calculated in the following manner:

- 6.1.2.1. For: (i) any Member in the Participant who is a Financial Entity; and (ii) any Member in the Participant whose Anticipated Holdings in the Participant is lower than 10% – the Member's Average Turnover shall be deemed as Zero (0).
- 6.1.2.2. For any Member in the Participant who is not a Financial Entity and whose Anticipated Holdings in the Participant are 10% or more – the Member's Average Turnover shall be calculated as an average of the Member's annual turnover for the three (3) most recent consecutive, annual Financial Statements, as follows:

$$ATO_i = \frac{TO_c + TO_{c-1} + TO_{c-2}}{3}$$

Where:

TO_c – Member (i)'s annual turnover for year c.

c = most recent annual Financial Statement (provided such is not earlier than for the year 2018).

(“Member's Average Turnover”)

6.1.3. Minimal Turnover Required

The minimal turnover required of the Participant is:

- 6.1.3.1. In the event that all Members of the Participant are not Financial Entities – not be less than NIS 450 Million.
- 6.1.3.2. In the event that one or more of the Members of the Participant is a Financial Entity – the minimal turnover required of a Participant shall not be less than the product of NIS 450 Million multiplied by the Anticipated Holdings of all Members who are not Financial Entities.

(“Minimal Turnover Required”)

Form of Submission. In order to demonstrate compliance with this Section 6.1 (Turnover), the applicable Entities shall complete, execute and submit Pre-Qualification Form “7” and Pre-Qualification Form “8”.

6.2. Operating Cash Flow

- 6.2.1. Each Member who is not a Financial Entity, is required to demonstrate that its Average Operating Cash Flow, as this term is defined in Section 6.2.2 below, is not negative (either positive or equal to zero).

- 6.2.2. For the purpose of this Pre-Qualification Requirement, the Average Operating Cash Flow of each Member who is not a Financial Entity, shall be calculated in the following manner:

$$\text{Average Operating Cash Flow} = \frac{CF_{(c)} + CF_{(c-1)} + CF_{(c-2)}}{3}$$

Where:

CF_c = the Member's Operating Cash Flow for year c.

c = most recent annual Financial Statement (provided such is not earlier than for the year 2018)

(“Average Operating Cash Flow”)

or:

- 6.2.3. In the event that the Average Operating Cash Flow of a Member who is not a Financial Entity, is negative, than that Member is required to demonstrate that the ratio between (A) and (B) below is less than 25%, so that –

$$\frac{A}{B} < 0.25$$

Where:

$A = |Min(\text{Average Operating Cash Flow}, CF_c)|$

$B = E_c - RE$

Average Operating Cash Flow = as calculated pursuant to the provisions of section 6.2.2 above

CF_c = the Operating Cash Flow of year c.

E_c = the equity of the Member on the last day of year c.

RE = NIS 3 Million, for each one percent (1%) of Anticipated Holdings of the Member in the Participant, based on its most recent annual Financial Statements (provided such is not earlier than for the year 2018).

c = most recent annual Financial Statement (provided that such is not earlier than for the year 2018).

Form of Submission – In order to demonstrate compliance with this Section 6.2 (Operating Cash Flow), the applicable Entities shall complete, execute and submit Pre-Qualification Form “7”.

6.3. Equity

Each Member who is not a Financial Entity is required to demonstrate equity of not less than NIS 3 Million, for each one percent (1%) of Anticipated Holdings in the

Participant, based on its most recent annual Financial Statements (provided such is not earlier than for the year 2018).

Form of Submission. In order to demonstrate compliance with this Section 6.3 (Equity), the applicable Entities shall complete, execute and submit Pre-Qualification Form “7”.

6.4. Private Investment Fund

Any Member who is a Private Investment Fund is required to demonstrate that as of the date commencing 14 days prior to the Pre-Qualification Submission Date, the amount of Unutilized Commitments under its management is not less than NIS 9 Million, for each one percent (1%) of Anticipated Holdings in the Participant.

Form of Submission. In order to demonstrate compliance with this Section 6.4 (Private Investment Fund), the applicable Entities shall complete, execute and submit Pre-Qualification Form “9”.

6.5. Institutional Investors

Any Member, who is an Institutional Investor, is required to demonstrate that:

- 6.5.1. Its equity (excluding minimal equity required by law, to the extent relevant) is not less than NIS 4.5 Million for each one percent (1%) of Anticipated Holdings in the Participant, based on the Member’s most recent annual Financial Statements (provided such is not earlier than for the year 2018);
or
- 6.5.2. It manages assets with a net worth of not less than NIS 75 Million for each one percent (1%) of Anticipated Holdings in the Participant, based on the most recent annual Financial Statements of the Member (provided such is not earlier than for the year 2018).

Form of Submission. In order to demonstrate compliance with this Section 6.5 (Institutional Investors), the applicable Entities shall complete, execute and submit Pre-Qualification Form “10”.

6.6. Reliance on a Guarantor

- 6.6.1. Each Member who is not a Financial Entity, may demonstrate compliance with the Financial Pre-Qualification Requirements by relying on a Guarantor, provided that the Guarantor itself complies with all Financial Pre-Qualification Requirements, and provided that both the Member and its Guarantor comply with the requirements under Section 3.5 (Participation – General Requirements) above.
- 6.6.2. For the purpose of determining a Guarantor’s compliance with all Financial Pre-Qualification Requirements (including in the event that the Guarantor is also a Member of the Participant), the Anticipated Holdings of such Guarantor in the Participant will be deemed to include all Anticipated Holdings of the Member(s) seeking to rely on such Guarantor, as well as the Guarantor’s Anticipated Holdings as a Member (if relevant).

6.7. Content and Submission Form

6.7.1. In order to demonstrate compliance with the Financial Pre-Qualification Requirements, each Entity required to submit its Financial Statements (for purpose of this Section, “**Demonstrating Entity**”), shall submit its relevant Financial Statements, duly prepared and presented in accordance with one of the following:

6.7.1.1. Israeli GAAP (including Standard No. 51 of the Institute of Certified Public Accountants in Israel);

6.7.1.2. US GAAP (published by the FASB);

6.7.1.3. International Financial Reporting Standards (including, with respect to the cash flow statements, IAS (International Accounting Standards) IAS No. 7 and IFRS updates);

6.7.1.4. Germany IFAD GAAP;

and duly executed by the Entity’s management (or the equivalent thereof) and by its external auditors.

6.7.2. Demonstrating Entities whose Financial Statements are presented based on different accounting principles than those listed in Section 6.7.1 above, are required to submit a specific request to the Tender Committee to approve submission of such Financial Statements, at least thirty (30) days prior to the Pre-Qualification Submission Date. Such request shall be accompanied by a letter, signed by an external auditor, confirming that the Member’s Average Turnover, the Average Operating Cash Flow and the equity of the Entity as presented in its Financial Statements, substantially comply with US GAAP or IFRS methodology.

The Tender Committee will consider each such request on a case by case basis and may issue an Addendum as a result thereof.

6.7.3. Without derogating from the generality of Section 6.7.1 above, the Financial Statements must include a balance sheet statement, a profit and loss statement, a cash flow statement, and auditor’s report and notes.

6.7.4. A Demonstrating Entity whose Financial Statements do not include cash flow statements should provide such statements in accordance with the same accounting principles used in its Financial Statements, provided that such accounting principles is listed as one of the accounting principles set out in Section 6.7.1 above, duly executed by the Entity’s external auditors.

6.7.5. The Financial Statements will be provided either in English or in Hebrew, but in no other language.

6.7.6. In the event of a reliance by a Member on a Guarantor, the Financial Statements of such Guarantor shall be included (in addition to those of the Member), and shall be subject to the provisions of Section 6.6 (Reliance on a Guarantor) above.

- 6.7.7. In the event of a discrepancy between the Financial Statements and the Pre-Qualification Form, the provisions of the Financial Statements shall prevail.

7. GENERAL INSTRUCTIONS WITH RESPECT TO DEMONSTRATION OF COMPLIANCE WITH THE PRE-QUALIFICATION REQUIREMENTS

7.1. Relying on a Referenced Project Executed by an Entity Held by the Experience Provider, Member or Guarantor

- 7.1.1. For the purpose of demonstrating compliance with the Professional Pre-Qualification Requirements, an Experience Provider is allowed to present and rely on a referenced project which was executed by another Entity, in accordance with the provisions of Sections 7.1.1.1- 7.1.1.2 below.

(in this Section 7.1, an Experience Provider relying on a referenced project which was executed by another Entity shall be referred to as a “**Relying Entity**”).

- 7.1.1.1. For the purpose of demonstrating the Pre-Qualification Requirements specified in Section 4.1 (Experience in Design and Construction of Infrastructure Projects) and in Section 4.2 (Experience in Design, Installation and Testing of a WtE Segment), the Relying Entity may rely on a referenced project of the following Entities:

(A) an Entity holding Control over the Relying Entity or of an Entity under common Control with the Entity holding Control over the Relying Entity.

(B) an SPV, provided that -

- (i) the Relying Entity Effectively held, directly or indirectly, thirty five (35%) or more of all Means of Control in the SPV;
- (ii) the Entities which directly held the Means of Control of the SPV (including the Relying Entity, if applicable), were responsible, jointly and severely, for the execution of the referenced project; and
- (iii) such SPV was established specifically for the sole purpose of executing the referenced project.

- 7.1.1.2 For the purpose of demonstrating the Pre-Qualification Requirement Specified in Section 4.3 (Experience as Equipment Supplier of Grates for WtE Plants) and in Section 4.4 (Experience as Equipment Supplier of Boilers for WtE Plants), the Relying Entity may rely on a referenced project of an Entity holding Control over the Relying Entity or of an

Entity under common Control with the Entity holding Control over the Relying Entity.

- 7.1.2. In the event a Relying Entity requests to demonstrate compliance with the Professional Pre-Qualification Requirements in accordance with the provisions of Sections 7.1.1.1 - 7.1.1.2 above, such Relying Entity shall include, in the relevant Pre-Qualification Forms, details as requested therein with respect to the Entity which executed the referenced project and the connection between such Entity and the Relying Entity, including a chart describing the structure of holdings.

7.2. Exchange of Currency

- 7.2.1. The financial figures included in the Pre-Qualification Documents must be submitted in New Israeli Shekels (NIS) and, to the extent indicated in relevant Pre-Qualification Forms, in the applicable original currency.
- 7.2.2. Financial information (such as Contract Value) and the figures included in the Financial Statements, presented in any currency other than NIS, will be converted to NIS in accordance with the following:

- 7.2.2.1. The values of the Turnover and Operating Cash Flow shall be converted to NIS based on the exchange rates detailed below:

Calendar Fiscal Year	Currency	NIS (₪)
January 1, 2016, until December 31, 2016	1 USD (US\$)	3.8406
	1 EUR (€)	4.2496
	1 GBP (£)	5.2101
January 1, 2017, until December 31, 2017	1 USD (US\$)	3.5997
	1 EUR (€)	4.0622
	1 GBP (£)	4.6324
January 1, 2018, until December 31, 2018	1 USD (US\$)	3.5970
	1 Euro (€)	4.2442
	1 British Pound (£)	4.7973

- 7.2.2.1. The values of the Equity, Unutilized Commitments and Contract Value shall be converted to NIS in accordance with the exchange rates detailed below:

Day	December 31, 2018
Currency	NIS (₪)
1 USD (US\$)	3.7480
1 Euro (€)	4.2916
1 British Pound (£)	4.7934

7.3. Conversion of Other Currencies

7.3.1. An Entity whose financial information (such as a Contract Value), or Financial Statements are presented in currencies other than the currencies presented in Section 7.2.2 above, is required to submit a specific request to the Tender Committee for other currency conversion to NIS, at least thirty (30) days prior to the Pre-Qualification Submission Date. Such a request shall contain all the relevant information, including exchange rate tables and a reference to the source thereof. The Tender Committee will consider each request on a case by case basis and may issue an Addendum as a result therefrom.

The foregoing does not derogate from the requirements of Section 7.2.1 above.

7.3.2. An Entity whose fiscal year, according to its place of registration, ends on a day other than December 31st, is required to request the approval of the Tender Committee to use alternative exchange rates, at least thirty (30) days prior to the Pre-Qualification Submission Date. The request must specify all the relevant information and exchange rate tables, on which the Entity relies. The Tender Committee will consider each request on a case by case basis and may issue an Addendum as a result therefrom.

8. PRE-QUALIFICATION SUBMISSION

8.1. Pre-Qualification Submission Letter

Each Participant shall attach to its Pre-Qualification Submission the Pre-Qualification Submission Letter provided in Pre-Qualification Form “1” duly completed and signed by the Participant and each of its Members (“**Pre-Qualification Submission Letter**”).

8.2. Description of the Participant, Members, Experience Providers and Guarantors

In order to demonstrate compliance with the provisions of Sections 3.1 (The Participant), 3.2 (Members of the Participant), 3.3 (Experience Provider) and 3.4

(Guarantor), each Participant shall submit all of the Pre-Qualification Forms duly completed and signed.

8.3. Receipt of Payment of the Participation Fee

Each Participant shall include in its Pre-Qualification Submission a copy of the receipt for payment of the Participation Fee.

8.4. Identification of Sensitive or Classified Information

Without derogating from the generality of the provisions of Regulation 21(e) of the Regulations (and the discretion granted thereunder to the Tender Committee), Participants will detail, within Pre-Qualification Form “1”, in a clear, complete and legible manner, all information contained in their Pre-Qualification Submissions, which they consider to be of a commercially sensitive or confidential nature and which, in their opinion, should not be disclosed to other Participants (a request with respect to “**Privileged Information**”).

9. METHOD OF SUBMISSION

The Pre-Qualification Submission shall be submitted in accordance with the following provisions:

9.1. Compliance with the Requirements of the Pre-Qualification Documents

Participants shall prepare their Pre-Qualification Submissions in strict conformity with the requirements of this Invitation. Participants shall complete all applicable parts of the Pre-Qualification Submission in an accurate and detailed manner, disclosing all the information requested, as well as any additional information or data required to clarify, substantiate and, in general, support the Pre-Qualification Submission.

Without derogating from the generality of the forgoing, Participants shall submit all Pre-Qualification Forms attached to this Invitation duly executed.

9.2. No Unauthorized Modification

9.2.1. Participants shall not modify or supplement the instructions of this Invitation (including the Pre-Qualification Submission Forms). Unauthorized conditions, amendments, limitations, modifications, supplements, reservations, disclaimers or provisions attached to a Pre-Qualification Submission may result in the disqualification of the Pre-Qualification Submission and of the Participant.

9.2.2. For the avoidance of doubt, any conditions, amendments, limitations, modifications, supplements, reservations, disclaimers or provisions attached to the Pre-Qualification Submission, which were not submitted by the Participant to the Tender Committee in accordance with the provisions of Section 2.8 (Requests for Clarification of this Invitation) and approved by the Tender Committee in the form of an Addendum, issued in accordance with the provisions of Section 2.9 (Addenda), may be deemed as

unauthorized and may result in the disqualification of the Pre-Qualification Submission and of the Participant.

- 9.2.3. Whether a statement, condition, limitation, modification, supplement, reservation, disclaimer or provision attached to the Pre-Qualification Submission will be considered to be “unauthorized” as referred to above will be determined by the Tender Committee on the basis of substance rather than form. Thus, a statement expressed as an “assumption”, a “request for a change”, a “clarification” or “we suggest to discuss at a later stage” (or any comparable words or expressions), may be treated by the Tender Committee as “unauthorized modifications”.

9.3. Language of the Pre-Qualification Submission

All Pre-Qualification Submissions, including Pre-Qualification Forms, statements contained therein and responses to requests for clarifications, shall be in English. Supporting documents and printed literature submitted by a Participant in any other language, other than English, should be accompanied by a translation to English (authenticated by a Public Notary), in which case, for purposes of interpretation, the translation to English shall prevail.

Notwithstanding the above, official documents and authenticated certificates of Israeli corporations may be submitted in Hebrew.

9.4. Signing of the Pre-Qualification Submission

- 9.4.1. Each page of the Pre-Qualification Submission including all Pre-Qualification Forms and appendices shall be duly signed by the Participant (if the Participant is a single Entity already incorporated on the Pre-Qualification Submission Date) or by each of the Members of the Participant (if the Participant is not a single Entity).
- 9.4.2. Without derogating from the generality of the foregoing, in the event a document or a set of documents consisting part of the Pre-Qualification Submission are set in binders, the Participant (if the Participant is a single Entity already incorporated on the Pre-Qualification Submission Date) or each of the Members of the Participant (if the Participant is not a single Entity) are only required to sign the first and last pages of each of the binders and clearly indicate the number of pages of such binder.

9.5. Table of Contents

All pages of the Pre-Qualification Submission will be enumerated, and the Pre-Qualification Submission will include a detailed table of contents.

9.6. Authorization of Signatures by an Attorney

Adjacent to each signature on the signature page of each Pre-Qualification Form within the Pre-Qualification Submission of the Participant, there shall be a confirmation by an attorney that the signatory (i) was cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by law; and (ii) is authorized to submit the required

information on behalf of the Participating Entity and to commit such Participating Entity in relation to the document on which such signature appears.

9.7. Number of Pre-Qualification Submission Copies

- 9.7.1. Pre-Qualification Submissions must be submitted, and clearly marked as an original and four (4) identical copies (five (5) altogether). Notwithstanding the foregoing, Financial Statements shall be submitted in only two (2) copies attached to the original Pre-Qualification Submission.
- 9.7.2. In addition, the Pre-Qualification Submission shall include five (5) USB storage devices each containing a copy of the Pre-Qualification Submission (including the Financial Statements) in PDF format.
- 9.7.3. In the event of a discrepancy between the original and the other Pre-Qualification Submission documents, and/or the USB storage device, the original shall prevail.

9.8. Sealing and Marking of Pre-Qualification Submissions

- 9.8.1. The Pre-Qualification Submissions shall be submitted to the Tender Committee, at the allocated tender box to be placed at Inbal Insurance Company Ltd., Inbal House, 3 Arava St, Airport City.
- 9.8.2. The Participant shall seal the original and each of the four (4) copies of the Pre-Qualification Submissions in separate envelopes. The envelopes shall then be sealed in an outer envelope or a box.
- 9.8.3. Each envelope or box submitted as part of the Pre-Qualification Submission shall be clearly marked with the name of this Invitation: ‘Pre-Qualification Submission for the Municipal Solid Waste to Energy’. No other details shall be indicated on the outer envelope or box.

9.9. Pre-Qualification Submission Date

- 9.9.1. Without derogating from the Provisions of Section 2.9 (Addenda), Pre-Qualification Submissions should be submitted at the address provided in Section 9.8 (Sealing and Marking of Pre-Qualification Submissions) on the date designated for such submission, as set forth in Section 1.7 (Anticipated Schedule), no later than 14:00 (2p.m.) local time, (the “**Pre-Qualification Submission Date**”).
- 9.9.2. Pre-Qualification Submissions submitted after the Pre-Qualification Submission Date may be opened by the Tender Committee solely for the purpose of identifying the relevant Participant. Such Pre-Qualification Submissions shall be rejected and promptly returned to the Participant who shall consequently be disqualified from participating in the Tender Process.

9.10. Opening of Pre-Qualification Submissions

All Pre-Qualification Submissions shall be kept in the tender box until the opening thereof. The opening of any Pre-Qualification Submission shall be documented.

10. REVIEW AND EVALUATION OF PRE-QUALIFICATION SUBMISSIONS

10.1. Review and Evaluation by the Tender Committee

- 10.1.1. The Tender Committee, with the assistance of any of its advisors and experts, shall review and evaluate the Pre-Qualification Submissions in order to determine whether each of the Participants meets the Pre-Qualification Requirements in this Invitation, including all professional and financial requirements and all other applicable provisions and requirements of this Invitation.
- 10.1.2. The Pre-Qualification Submissions will not be graded by the Tender Committee. Pre-Qualification Submissions shall either “pass” or “fail” the Pre-Qualification Process.

10.2. Requests for Clarifications

- 10.2.1. Without derogating from any of its rights and prerogatives pursuant to this Invitation or Law, the Tender Committee may conduct an independent evaluation of and in connection with any Pre-Qualification Submission. In its independent evaluation, the Tender Committee may rely on any information available to it, including information provided by any third-party, *inter alia*, with respect to any referenced project.
- 10.2.2. The Tender Committee may request additional information and clarifications from a Participant or any other Entity or person, including through meetings in accordance with the provisions of Section 10.2.3.
- 10.2.3. The Tender Committee may request a Participant or any other Entity or person to clarify any item included in any Pre-Qualification Submission and to submit any additional information, clarification, document, reference etc. which is necessary in the opinion of the Tender Committee for the evaluation of the Pre-Qualification Submission or any part thereof.

In doing so, the Tender Committee may hold meetings with the Participants or any of them, address any of the clients mentioned in any of the Pre-Qualification Forms, and visit any site operated by any Participating Entity.

- 10.2.4. Participants will comply with the requests of the Tender Committee and will submit all requested clarifications and additional information in hardcopy in the same number and manner as the submission of its Pre-Qualification Submission, within the time period which shall be stipulated by the Tender Committee.
- 10.2.5. The requests for clarifications from Participants will be in writing and delivered to the Participants by e-mail. The receipt thereof shall be confirmed by the Participant by return e-mail, to the address noted in Section 2.8.1 above, within three (3) days of receipt.
- 10.2.6. The responses of Participants to the requests for clarifications issued by the Tender Committee will form an integral part of their Pre-Qualification Submissions. In the event of a discrepancy between the Pre-Qualification

Submission and the response of the Participant to the requests for clarifications, the response of the Participant to the requests for clarifications shall prevail.

- 10.2.7. The Tender Committee may exercise its right under this Section any number of times during the evaluation of the Pre-Qualification Submissions.

10.3. Deviation

- 10.3.1. In any event that a Pre-Qualification Submission contains an unauthorized modification or a Deviation, the Tender Committee may act as it deems appropriate, including without limitation, in any one or more of the following ways:

- 10.3.1.1. disqualify the Participant and the Pre-Qualification Submission;
- 10.3.1.2. ignore the unauthorized modification or the Deviation or any part thereof;
- 10.3.1.3. deem the unauthorized modification or the Deviation or any part thereof as a technical error;
- 10.3.1.4. request of the Participant to amend the unauthorized modification or the Deviation by resubmitting its Pre-Qualification Submission or any part thereof, by providing a notice of absolution to the Tender Committee, or by any other means deemed necessary in the opinion of the Tender Committee.

- 10.3.2. The Tender Committee shall be entitled, at its sole discretion, to determine whether or not to act in accordance with any of the alternatives specified in Sections 10.3.1.1.-10.3.1.4.

- 10.3.3. The approval of the Tender Committee to correct a certain type of Deviation shall not be deemed as approval to correct any other type of Deviation.

- 10.3.4. In the event that a Participant refuses to comply with a request of the Tender Committee, without derogating from any of its rights and prerogatives pursuant to this Invitation or Law, the Tender Committee may disqualify the Participant's Pre-Qualification Submission.

- 10.3.5. Under exceptional circumstances, the Tender Committee may amend or waive any requirement herein, if the Tender Committee is of the opinion that it beneficial for the Project.

10.4. Announcement of Eligible Participants

- 10.4.1. Upon the completion of its evaluation of the Pre-Qualification Submissions, the Tender Committee will announce those Participants which the Tender Committee deemed to have successfully demonstrated compliance with the requirements of the Pre-Qualification Documents, including with all Pre-Qualification Requirements, and which were not otherwise disqualified thereby ("**Eligible Participant**").

- 10.4.2. Upon the completion of the Pre-Qualification Process and the selection of Eligible Participants the Tender Committee may publish the identity of the Eligible Participants (including the Members, Experience Providers and Guarantors thereof) to all Participants and in a press release.

10.5. Rejection of the Pre-Qualification Submissions

Without derogating from the Tender Committee's rights under the Law:

- 10.5.1. The Tender Committee reserves the right to reject any or all Pre-Qualification Submissions.
- 10.5.2. The Tender Committee reserves the right to reject a Pre-Qualification Submission if the Tender Committee is of the opinion that, based on the financial and professional information provided in its Pre-Qualification Submission, the Participant is prima facie unable to execute the Project.
- 10.5.3. Without derogating from the rights and prerogatives pursuant to this Invitation or Law, the Tender Committee reserves the right to waive or amend any clerical error, arithmetic error or accidental omission in the Pre-Qualification Submission.
- 10.5.4. The Tender Committee reserves the right to reject Pre-Qualification Submissions which do not comply with the Pre-Qualification Requirements, or any other applicable provision of this Invitation, or which are partial, reserved, lacking, conditional, or are false or based on false or misleading information.
- 10.5.5. The Tender Committee may disqualify any Participant, or impose condition, limitations or restrictions, or issue any instruction with respect to its participation in the Pre-Qualification Process and/or the Tender Process in any of the following events:
- 10.5.5.1. Any changes to a Participating Entity, or to the organizational structure presented by the Participant, including a Member's Anticipated Holdings in the Participant without the prior approval of the Tender Committee;
- Notwithstanding the foregoing, changes to a Participating Entity which is a publicly listed stock company shall not be subject to the prior written approval of the Tender Committee, provided that such changes do not result in the creation of a new "principal shareholder" ("בעל עניין") (as such term is defined in the Securities Law, 1968);
- 10.5.5.2. The commencement of insolvency, bankruptcy, receivership, liquidation or reorganization proceedings against a Participating Entity or against any Entity which a Participating Entity relied upon or presented, or any similar proceeding which may have the same effect, as determined by the Tender Committee, unless such proceedings are discharged within a reasonable period of time, as determined by the Tender Committee;

- 10.5.5.3. The appointment of a temporary or a permanent receiver or liquidator over a Participating Entity;
 - 10.5.5.4. A change in circumstances following which a Participating Entity has a “going concern notice” or a notice of similar effect, in its most recent Financial Statements;
 - 10.5.5.5. Any engagement of an Advisor other than in accordance with the provisions of Section 2.13 (Advisors to the Tender Committee).
 - 10.5.5.6. In the event that any Participating Entity, an Interested Party thereof or directors or officer holders thereof (including individuals) has been convicted of an Offence, any offence which might result in an any material or adverse change in its business, any offence concerning grave professional misconduct, any offence concerning fraud and breach of faith or any other offence which, in the opinion of the Tender Committee, effects its integrity and/or credibility;
 - 10.5.5.7. In the event that any Participating Entity is or becomes a resident of or domiciled in a country which does not have diplomatic relations with the State of Israel;
 - 10.5.5.8. Any material breach of the provisions of the Invitation or failure to comply with an instruction of the Tender Committee, including but not limited to the submission of any false, incomplete or misleading information to the Tender Committee;
 - 10.5.5.9. Any material change in, or exceptional circumstances with respect to, a Participating Entity or any Entity which a Participating Entity relied upon or presented, which, in the Tender Committee’s opinion, may hinder its participation in the Pre-Qualification Process and/or the Tender Process, or its involvement in the Project.
 - 10.5.5.10. Any other reason for which the Tender Committee deems that a Participating Entity will not be capable of executing the Project (or its applicable role, as applicable), should the Participant be invited to participate in the Tender Process, or any other event or exceptional circumstances which the Tender Committee may consider (at its sole discretion), as justifying disqualification, or conditioning or limiting the further participation, of a Participating Entity;
- 10.5.6. The Participant shall be required to notify the Tender Committee of the existence of any of the events described in Section 10.5.5 within a period of time reasonable under the circumstances.
- 10.5.7. Notwithstanding the foregoing, the Tender Committee may initiate and request the submission of applicable information with respect to any of the above.

10.5.8. The Tender Committee may base its decision under this Section 10.5 (Rejection of the Pre-Qualification Submissions) on the information provided by the Participant as well as on any other information available to it, and may request the Participant to provide it with additional information and act according to its rights pursuant to Section 10.2 (Requests for Clarifications), as the Tender Committee deems necessary.

10.6. Intended Decision

In the event that the Tender Committee intends to disqualify a Pre-Qualification Submission submitted by a Participant or otherwise imposes conditions or restrictions with respect to its participation (either in the Pre-Qualification Process or the Tender Process) pursuant to the provisions of Section 10.5 (Rejection of the Pre-Qualification Submissions), the Tender Committee will allow such a Participant to present its case with respect to such intended decision.

10.7. Disclosure of Documents

10.7.1. Each Participant shall be entitled to review the relevant protocols of the Tender Committee and any of the other Pre-Qualification Submissions submitted by other Eligible Participants and to receive a copy thereof.

10.7.2. Participants shall not be entitled to review Pre-Qualification Submissions submitted by other Eligible Participants before a decision will be issued by the Tender Committee with respect to the Participants' requests with respect to Privileged Information and with respect to those parts of the Pre-Qualification Submissions which are commercially sensitive or confidential under this Invitation or Law. The procedure (including the time schedule), with respect to disclosure of documents and review by the Participants shall be determined by the Tender Committee.

10.7.3. The Tender Committee shall evaluate, as it deems necessary, the requests with respect to Privileged Information submitted by each of the Participants in accordance with the provisions of Section 8.4 (Identification of Sensitive or Classified Information). The decision of the Tender Committee with respect thereto will be issued to each Participant.

10.7.4. If a Participant-identified parts of its Pre-Qualification Submission as Privileged Information, such Participant:

(i) will not be entitled to claim that the other parts of its Submission (which have not been identified by it as Privileged Information) are of a commercially sensitive or confidential nature and cannot be reviewed by other Participants; and (ii) shall not be entitled to review the Privileged Information or information which is of the same type or character as the Privileged Information in the Pre-Qualification Submissions of other Participants, unless otherwise determined by the Tender Committee and each Participant shall be deemed to have waived any claims it may have with respect thereto.

10.7.5. The foregoing shall apply (i) even if the request of a Participant with respect to Privileged Information was rejected by the Tender Committee and the

Privileged Information subject matter of the request not approved as such by the Tender Committee; and (ii) even if the Tender Committee will decide to apply its decision with respect to information it considers to be of a commercially sensitive or confidential nature (in a consistent manner) with respect to all Pre-Qualification Submissions (even if not specifically requested to apply such measures by a particular Participant).

- 10.7.6. For the avoidance of doubt, the provision of 10.7.5(i) above and 10.7.5(ii) above shall apply even if a Participant did not submit any request with respect to Privileged Information in accordance with the provisions of Section 8.4 (Identification of Sensitive or Classified Information). The fact that no request with respect to Privileged Information was submitted by a Participant, will not be construed, or interpreted as derogating from the discretion and prerogatives of the Tender Committee in this respect.

10.8. Issuance of the Tender Documents; Update Statement

- 10.8.1. **General.** Without derogating from the generality of the provisions of Section 10.10 (Reservation of Rights), it is expected that pursuant to the Tender Documents, each Eligible Participant will be required to include a statement detailing any and all changes with respect to all Participating Entities, which will have occurred since the Pre-Qualification Submission Date. It is expected that even in the absence of any changes, a statement to that effect will be required (“**Update Statement**”). Without derogating from the forgoing, the Tender Committee may request all or any Eligible Participants to submit an Update Statement at any time.
- 10.8.2. The Tender Committee will review the information provided in the Update Statement and, without derogating from its rights and prerogatives pursuant to this Invitation, the Tender Documents or Law, shall be entitled to disqualify any Eligible Participant in the event that such Eligible Participant no longer meets the requirements of this Invitation or impose any condition or instruction with respect to its participation in the Tender Process, including in the event that concerns regarding the capability of the Eligible Participant to execute the Project arise following the review of the Updated Statements, at such time as shall be suitable by the Tender Committee.
- 10.8.3. **Updated Financial Statements.** Pursuant to the Tender Documents it is expected that each Eligible Participant shall be required to submit the most recent available audited Financial Statements of the Members and the Guarantor(s), as applicable.
- 10.8.4. The Tender Committee will review the information provided to it and, without derogating from its rights and prerogatives pursuant to this Invitation, the Tender Documents or Law, shall be entitled to disqualify any Eligible Participant in the event that such Eligible Participant no longer meets the requirements of this Invitation or impose any condition or instruction with respect to its participation in the Tender Process, including in the event that concerns regarding the capability of the Eligible Participant to execute the Project arise following the review of the updated Financial Statements of any of the Members or the Guarantor(s).

10.9. Formation of a Sole Purpose Company

- 10.9.1. Following completion of the Pre-Qualification Process, in order to participate in the Tender Process and submit a bid thereunder, it is expected that each Eligible Participant will be required to form a sole purpose company, incorporated under the Laws, the sole purpose of which shall be the participation in the Tender Process, the submission of a bid therein and the execution of a Project (if eventually selected to do so) (“SPC”).
- 10.9.2. The shares and other interests in this SPC will be wholly held by the Member (if the Participant was a single Entity), or by the Members who participated, through the Participant, in the Pre-Qualification Submissions or by the Participant, and were approved by the Tender Committee pursuant to the Pre-Qualification Process. The shareholdings and the holdings of other interests by each such Member in the SPC shall be as provided in Pre-Qualification Form “2”, all as shall further be detailed in the Tender Documents. If the Participant was a single Entity, all shareholdings and the holdings of other interests by each single Entity Participant in the SPC shall be as provided in Pre-Qualification Form “2”, all as shall further be detailed in the Tender Documents.

10.10. Reservation of Rights

- 10.10.1. All Participants acknowledge that the description of the Project, as specified in this Invitation, is general and indicative only. All Participants further acknowledge that at the date of issuance of this Invitation, the Project has not been completely formulated and the Tender Documents have not been completed and/or approved. The issuance of this Invitation is not intended to give rise to or create any representation, undertaking or warranty on behalf of the State or Tender Committee or anyone on their behalf with respect to the Project or the Tender Process.
- 10.10.2. Participation in this Pre-Qualification Process shall not confer upon an Entity, a Participant or an Eligible Participant any right with respect to the Project, the scope or content thereof, or any future proceedings which will be conducted with respect thereto, including the Tender Process. The Tender Committee reserves all rights and prerogatives to determine the exact scope, the content, and the terms and conditions of the Tender Documents and for the execution of the Project.
- 10.10.3. The issuance of this Invitation is not intended to guarantee the initiation, execution or the implementation of the Project, or any part thereof.
- 10.10.4. It is expressly understood that any reliance by any Entity, a Participant or an Eligible Participant, and the making of any deductions, interpretations or conclusions with respect to the Project which is expressed hereby, or inferred from, any information provided hereby by The State and the Tender Committee, or by virtue of participation in this Pre-Qualification Process, is at the Entity’s, Participant’s or Eligible Participant’s sole responsibility. The State and the Tender Committee and anyone on their behalf, shall not be responsible in any respect to any loss or damage whatsoever suffered by any Entity, Participant or Eligible Participant, their employees, officers,

agents, or any other persons for whom any Entity or Participant may be contractually or legally responsible or accountable, by reason of any assumption, inference, conclusion or reliance on the information contained in this Invitation, in connection therewith, or any action or forbearance in reliance thereon.

10.10.5. Without derogating from the generality of the forgoing, the State and the Tender Committee reserve the right not to proceed with this Pre-Qualification Process, or with the Tender Process for the Project or any part thereof, and may terminate or cancel this Invitation or any other proceedings which are conducted with respect thereto, or with respect to the Project or any part thereof, at any time, as it shall deem appropriate.

10.10.6. Under the circumstance described herein, the State, the Tender Committee or anyone on their behalf shall not be responsible in any respect to any loss or damage whatsoever suffered by any Entity, Participant or Eligible Participant, their employees, officers, agents, or any other persons for whom any Entity or Participant may be contractually or legally responsible or accountable, and shall not be required to compensate the Entity, the Participant or the Eligible Participant, their employees, officers, agents, or any other persons for whom the Entity, Participant or Eligible Participant may be contractually or legally responsible or accountable.

10.10.7. The State, the Tender Committee or anyone on their behalf may publish a new invitation to pre-qualify or other proceedings (including a tender) with respect the Project or any part thereof, which may include the same, similar or other pre-qualification requirements and may, or not, invite any Entity, Participant or Eligible Participant to take part in such process, or execute the Project or any part thereof, in any other way as shall be deemed appropriate by the State or the Tender Committee.

10.11. Prerogatives of the Tender Committee

Without derogating from any other provision herein, due to the complexity of the Project and the preliminary stage of certain aspects thereof, the Tender Committee reserve the right act upon any of the following prerogatives, whether at the Pre-Qualification Process or at the Tender Process, and the Tender Committee or anyone on its behalf shall not be responsible in any respect to any loss or damage whatsoever suffered by any Entity, Participant or Eligible Participant as a consequence of exercising such prerogatives.

10.11.1. The Tender Committee, reserve the right to add, require, determine or amend the requirements of this Invitation, the Pre-Qualification Process and the Tender Process at any stage.

Without derogating from the forgoing, the Tender Committee reserve the right to add, require or determine additional Pre-Qualification Requirements, determine minimum requirements, determine new professional requirements and/or financial requirements or any other requirements which will be deemed necessary under the circumstances, or require a change in the composition of the Participant (including waiving a requirement for the participation of an Experience Provider of a certain

discipline or request the addition of an Experience Provider of a certain discipline), at any stage (including during the Tender Process).

10.11.2. The Tender Committee reserve the right to evaluate, at any stage, the compliance of any Pre-Qualification Submission with the requirements herein, including the compliance of any Pre-Qualification Submission reviewed by the Tender Committee (or any part thereof), to request additional information, to request the correction of any Deviation, to modify or nullify any decision of the Tender Committee, all for any reason as the Tender Committee may deem fit.

10.11.3. Without derogating from any of its rights and prerogatives pursuant to this Invitation or Law, in evaluating the Pre-Qualification Submissions, decisions will be reached by the Tender Committee on the basis of substance rather than form. Thus, the Tender Committee may:

10.11.3.1.in requests for clarification issued by it pursuant to the provisions of this invitation, request the demonstration of the Pre-Qualifications Requirements by a form of submission other than that which is specified pursuant to the provisions of this Invitation, including by providing documents which have been prepared following the Pre-Qualification Submission Date;

10.11.3.2.demonstrate compliance with the Pre-Qualifications Requirements by Members or Experience Providers on behalf of a Participant other than those originally presented;

10.11.3.3.demonstrate compliance with the Pre-Qualifications Requirements or raise questions and requests for clarifications with respect to lack of compliance with the Pre-Qualifications Requirements or other provisions of this Invitation based on information available to it;

10.11.3.4.Without derogating from the provisions of Section 7.1 (Relying on a Referenced Project Executed by an Entity Held by the Experience Provider, Member or Guarantor), accredit the qualifications of one Entity to another:

- (a) following a Merger as such term is defined under the Companies Law 1999 (or, with respect to Entities established outside the State of Israel, a similar amalgamation, which, in accordance with the applicable law under the applicable jurisdiction, has substantially the same outcome), which was completed prior to the Pre-Qualification Submission Date; and/or
- (b) following an acquisition of 100% of all Means of Control of another Entity prior to the Pre-Qualification Submission Date and/or
- (c) following a transfer of some or all assets of an Entity, a business or a division of an Entity (in this Section the

“Former Holding Entity”), as part of a corporate reorganization, to a newly formed Entity or an existing Entity; provided that (i) the Former Holding Entity no longer holds any of the transferred assets, business or division (as applicable), and (ii) the transfer was completed prior to the Pre-Qualification Submission Date.

together with a confirmation of the date of the completion of the merger, acquisition, or the transfer of assets, business or division (as the case may be), and a description of the main features of the said merger, acquisition, or the transfer of assets, business or division (as the case may be), issued by the Entity’s external auditor or legal advisor.

- 10.11.4. The Tender Committee may exercise any of the prerogatives pursuant to this Invitation, including this Section 10.11 (Prerogatives of the Tender Committee) at any time (including following the issuance of the Tender Documents), any number of times as it deems required.
- 10.11.5. For the avoidance of doubt the Tender Committee shall not be obligated to exercise any of the prerogatives pursuant to this Section 10.11 (Prerogatives of the Tender Committee).

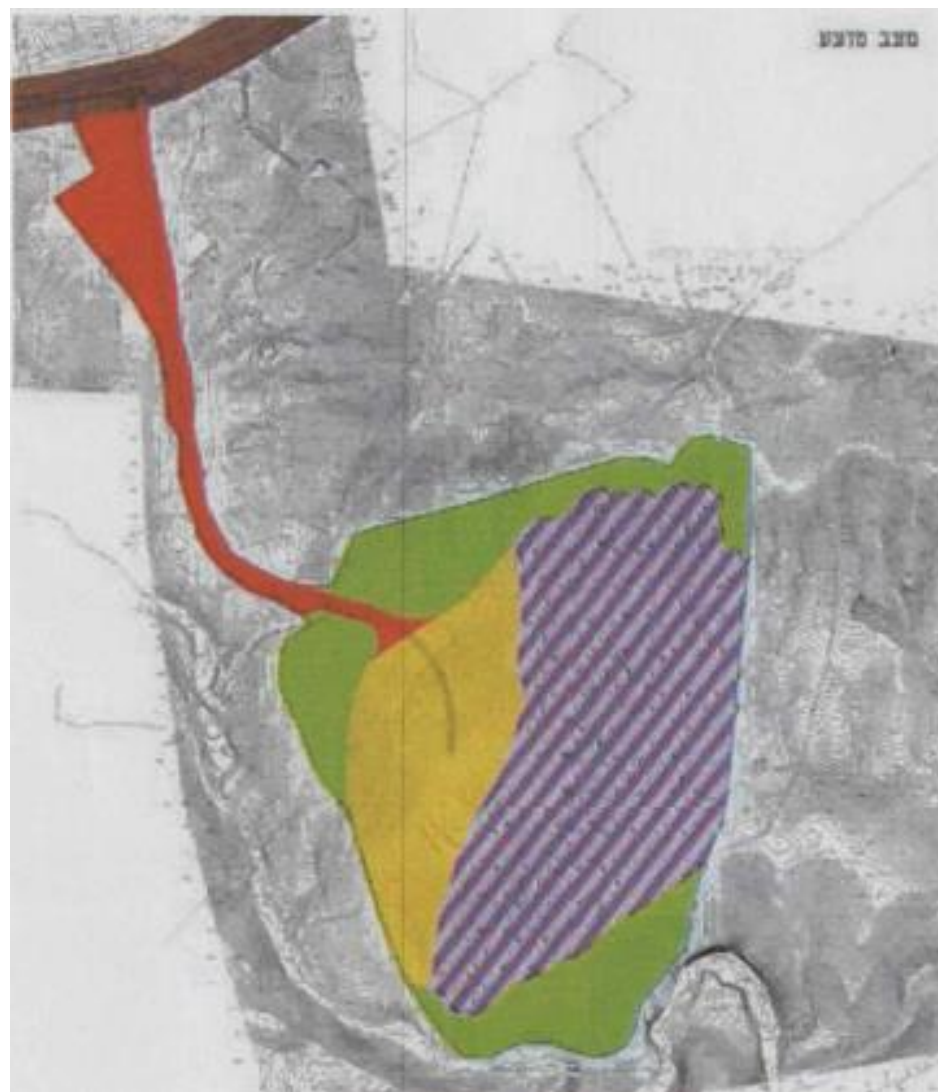
(***)

Annex “1”

The Site



Kartendaten © 2019 Mapas Israel, Google 2 km



Annex “2”

General Description of the Project

Introduction

The State of Israel aims to reduce the landfill rate while simultaneously increasing energy recovery from municipal solid waste (MSW). For this purpose, the State of Israel plans the installation of the first Waste-to-Energy (WtE) plant of the country at Maale Edomim site located about 12 km east to Jerusalem (the "**Plant**"). The Plant is designed to be accompanied by a Sorting Facility. Both facilities will be located at the site of the WtE Plant and both facilities are part of the Tender Process.

Preliminary estimate of received and treated waste

The Plant is located in the Jerusalem district where over 2,000 tons of MSW per day is collected. The estimated WtE capacity of the Plant will be approx. 1,500 tons per day. The final sizing of Plant capacity is yet to be determined and will be published in the Tender Documents.

General process description

In the Sorting Facility, recyclables and organic contents will be removed and sent to other sites (not part of the Tender Process). The residual sorted waste will be transferred to the WtE Plant. Additional pre-sorted waste can be received from existing sorting facilities. The combined waste streams of on-site and off-site sorting facilities, about 500,000 tons of pre-sorted waste per annum, form the input of the WtE Plant.

In the WtE Plant, the waste will be processed in identical combustion lines, each comprising of a grate combustion system, steam boiler and flue gas treatment unit. The thermal energy released by combustion will be converted to electricity production by means of steam turbines.

Flue gas from the combustion will be treated in multi-stage process train according to the Best Available Techniques (BATs) as defined by European incineration and emission directive. Stack emission limits will meet the requirements of the European BREF (draft) document. The purified flue gases are led off via a stack, where emission values will be measured and recorded.

Combustion residues (slag) will be stored and treated by aging on site to allow recycling as infrastructure and filling material. Boiler ash and filter residues will be transported to a hazardous waste facility, to be treated by solidification and landfill (said facility will not be part of the Tender Process).

Annex “3”

Advisors to the Tender Committee

The following are Advisors to the Tender Committee:

- **SWECO GMBH**, Technical Advisors
- **Yoav Yinon Management Engineering Technology**, Technical Advisor
- **M.L.G.R - Urban, Transportation & Infrastructure Planning & Projects Management Ltd.**, Statutory Advisors
- **Mr. Ziv Sade**, Financial and Economic Advisor
- **Tadmor Levy & Co.**, Legal Advisors