



State of Israel  
Ministry of Health

## **TENDER EE 1/2011**

**INVITATION FOR PRE-QUALIFICATION**

**IN RELATION TO THE PARTICIPATION IN A TENDER FOR**

**THE IMPLEMENTATION OF ENERGY  
EFFICIENCY MEASURES  
IN MEDICAL CENTERS**

**Volume I Part A**

**September 2011**

# THE INVITATION CONSISTS OF THE FOLLOWING DOCUMENTS

## Volume I Part A - Invitation Procedures and Requirements

## Volume I Part B – Forms

### INVITATION FOR PRE-QUALIFICATION

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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:

**Definitions**

<b>"Addenda", "Addendum"</b>	Shall have the meaning ascribed thereto in Section 2.10 (Addenda) of this Invitation.
<b>"Anticipated Holdings"</b>	Shall mean the anticipated holdings of each Member in the Participant's capital as specified in <u>Pre-Qualification Form "B"</u> .
<b>"Clalit"</b>	Shall have the meaning ascribed thereto in Section 1.2.1 (Introduction) of this Invitation.
<b>"Cluster"</b>	Shall have the meaning ascribed thereto in Section 1.2.3(a) (General Description of the Project) of this Invitation.
<b>"Company"</b>	Shall have the meaning ascribed thereto in Section 7.5 (Disqualification of the Pre-Qualification Submissions) of this Invitation.
<b>"Conference"</b>	Shall have the meaning ascribed thereto in Section 2.11 (Conference) of this Invitation.
<b>"Control"</b>	Shall have the meaning ascribed thereto in Section 1 of the Securities Law 1968.
<b>"Current Ratio"</b>	Shall have the meaning ascribed thereto in Section 5.2.4 (Current Ratio) of this Invitation.
<b>"ECM(s)"</b>	Energy Conservation Measure or Energy Efficiency Measure.
<b>"Eligible Participant"</b>	Shall have the meaning ascribed thereto in Section 7.3 (Announcement of Eligible Participants) of this Invitation.
<b>"Energy"</b>	The capacity of a physical system to perform work. For the purposes of this Invitation, Energy exists in any one, or combination of, the following forms: electricity, mechanical energy and thermal energy (heat/cold) and is derived from any type of fossil, alternative or renewable fuel.

<b>"Energy Efficiency Project"</b>	Shall have the meaning ascribed thereto in Section 5.1.1 (Execution of Energy Efficiency Projects).
<b>"Experience Provider"</b>	Shall have the meaning ascribed thereto in Section 3.3 (Experience Provider) of this Invitation.
<b>"EPC Method"</b>	Shall have the meaning ascribed thereto in Section 5.1.1 (Execution of Energy Efficiency Projects).
<b>"ESCO Agreement"</b>	Shall have the meaning ascribed thereto in Section 1.2.1 (Introduction) of this Invitation.
<b>"ESCO ", "Energy Services Company"</b>	Shall have the meaning ascribed thereto in Section 1.2.1 (Introduction) of this Invitation.
<b>"Financial Statements"</b>	Shall mean, for each Legal Entity, its annual audited and dully signed consolidated financial statements for 2008, 2009 and 2010, submitted in accordance with the provisions of Sections 5.2.6 (Content and Format of the Submission) and 5.2.7 (Currencies Conversion).
<b>"Financial Pre Qualification Requirements"</b>	Shall have the meaning ascribed thereto in Section 5.2.1 (Financial Pre-Qualification Requirements - General Provisions) of this Invitation.
<b>"Guarantor"</b>	Shall have the meaning ascribed thereto in Section 5.2.1 (Financial Pre-Qualification Requirements - General Provisions) of this Invitation.
<b>"Hospital"</b>	Shall have the meaning ascribed thereto in Section 5.1.1 (Execution of Energy Efficiency Projects).
<b>"IGA"</b>	Shall have the meaning ascribed thereto in Section 1.2(1) (General Description of the Project) of this Invitation.
<b>"Interested Parties"</b>	Shall have the meaning ascribed thereto in The Communication (Bezeq and Broadcasting) Law 1982 ("בעל עניין").
<b>"Invitation"</b>	Shall have the meaning ascribed thereto in Section 2.3 (The Invitation) of this Invitation.
<b>"Law(s)"</b>	The various national (or state) laws and legislation, statutes, ordinance, codes, and regulations as enacted by the State, and any by-laws, codes and regulations and precedents enacted by the relevant authorities or municipalities, as modified, amended, replaced or created from time to time.

<b>"Legal Entity"</b>	Any corporation, company, voluntary association, partnership, trust or unincorporated association, recognized by law within its domicile, excluding individuals.
<b>"Local Integrator"</b>	Shall have the meaning ascribed thereto in Section 3.4 (Local Integrator) of this Invitation.
<b>"Medical Centers"</b>	Shall have the meaning ascribed thereto in Section 1.2(a) (General Description of the Project).
<b>"Member"</b>	Shall have the meaning ascribed thereto in Section 3.2 (The Participant and Members of the Participant) of this Invitation.
<b>"Minimal Amount"</b>	Shall have the meaning ascribed thereto in Section 1.4(c) (The Tender Process) of this Invitation.
<b>"Ministry"</b>	Shall have the meaning ascribed thereto in Section 1.2.1 (Introduction) of this Invitation.
<b>"NIS"</b>	New Israeli Shekel.
<b>"OCF"</b>	Shall have the meaning ascribed thereto in Section 5.2.3(a) (Operating Cash Flow) of this Invitation.
<b>"Participant"</b>	Shall have the meaning ascribed thereto in Section 3.1 (The Participant) of this Invitation.
<b>"Pre-Qualification Process"</b>	Shall mean the pre-qualification process commencing upon the issuance of this Invitation, and ending upon the announcement of Eligible Participants.
<b>"Pre-Qualification Submission"</b>	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 called for pursuant to this Invitation, as submitted and duly signed by Participants.
<b>"Pre-Qualification Submission Date"</b>	Shall have the meaning ascribed thereto in Section 1.2 (Pre-Qualification Submission Date) of this Invitation.
<b>"Pre-Qualification Requirement(s)"</b>	Shall have the meaning ascribed thereto in Section 5 (Pre-Qualification Requirements) of this Invitation.
<b>"Project"</b>	Execution of the ESCO's undertakings by the ESCO pursuant to the provisions of the ESCO Agreement.
<b>"Regulations"</b>	Shall have the meaning ascribed thereto in Section 2.1 (Governing Law and Jurisdiction) of this Invitation.

"SPC"	Shall have the meaning ascribed thereto in Section 3.1 (The Participant) of this Invitation.
"State"	State of Israel.
"Successful Bidder"	The Eligible Participant awarded with the ESCO Agreement pursuant to completion of the selection process as defined in Section 1.2.2 (The Selection Process).
"The Tender Committee"	The committee appointed by the Ministry of Health in accordance with the provisions of the Regulations, in order to control and manage the Pre-Qualification Process.
"Tender Documents"	Shall have the meaning ascribed thereto in Section 1.4(b) (The Tender Process) of this Invitation.
"Year(s)"	The twelve (12) months period immediately preceding the Pre-Qualification Submission Date.
"Walk-Through"	Shall have the meaning ascribed thereto in Section 1.2.3(d) (General Description of the Project).

## 1.2. Introduction and General Description of the Project

### 1.2.1. Introduction

The Ministry of Health (the "**Ministry**"), and Clalit Health Care Organization (the "**Clalit**"), with the cooperation and support of the Ministry of National Infrastructures, initiated a project for the implementation of energy efficiency measures in Medical Centers, by the private sector.

### Introduction

It is the intention of the Ministry to execute the project so that the private sector, through Energy Services Companies (the "**ESCO(s)**"), will be required to survey, identify, design, develop, finance, install, implement and maintain energy efficiency measures (the "**ECM(s)**") at the Medical Centers, measure, verify and report the performance of such ECMs, as well as execute training and awareness programs pursuant to an Energy Performance Contracting (EPC) Agreement which will be executed by and between the ESCO and each Medical Center in the Cluster (the "**ESCO Agreement**") for a period of no more than seventeen (17) years (which will include all phases of the Project).

The Projects shall be based on a "Shared Savings" model, under which the savings in energy costs generated by the ESCO will be shared by each Medical Center and the ESCO, as shall be specified in the Tender Documents.

### 1.2.2. The Selection Process

The Tender Committee intends to select ESCOs to execute Projects, through the following stages:

**The Selection  
Process**

- a. This Pre-Qualification Process; and
- b. The tender process.

### 1.2.3. General Description of the Project

Without derogating from the provisions of Section 7.8 (Reservation of Rights), Participants' attention is drawn to the following indicative description of a Project:

**General  
Description of the  
Project**

- a. **Clusters.** The Medical Centers which are participating in this Project are detailed in **Appendix "1"** and have been divided into three (3) groups (the "**Medical Centers**" and the "**Clusters**" respectively). Two of the Clusters are comprised of Medical Centers owned by the Ministry and one Cluster is comprised of Medical Centers owned by Clalit.

Each Eligible Participant shall be entitled to submit a proposal (as shall be defined under the Tender Documents), with respect to either one or all of the Clusters;

- b. The Tender Committee will determine a Successful Bidder for each Cluster, with respect to which a proposal was submitted.
- c. It is expected that no single Eligible Participant will be announced as a Successful Bidder with respect all the Clusters.
- d. **The Walk-Through.** Following the announcement of the Eligible Participants and during the tender process (but prior to the bids submission date), the Eligible Participants shall be invited to participate in a walk-through of each of the Medical Centers, in order to enable the Eligible Participants to familiarize themselves with the Medical Centers and to prepare a preliminary design on which to base their bids during the tender process (the "**Walk-Through**"). Participants are advised that within the bid, all building systems and thermal properties of the envelope of the building can be addressed. Further details in this respect will be provided within the Tender Documents.
- e. The terms and conditions concerning the Walk-Through (including applicable procedures), will be provided to all Eligible Participants in an Addendum which will be issued by the Tender Committee in due course.
- f. **The ESCO Agreement.** It is expected that each Successful Bidder will execute an ESCO Agreement with each of the Medical Centers in the Cluster it was awarded.

- g. Pursuant to the ESCO Agreement, the ESCO will be required to survey, identify, design, develop, finance, install, implement and maintain ECMs at each of the Medical Centers in the Cluster, all in accordance with the provisions set forth in the ESCO Agreement. Following completion of implementation of the respective ECMs, and during the remaining period of the ESCO Agreement, each Medical Center will operate in accordance with the provisions of the ESCO Agreement. The ESCO will be required to measure, verify and report the actual energy savings generated in each Medical Center based on the concepts of the EVO's IPMVP 2010 protocol ([www.evo-world.org](http://www.evo-world.org)). Additionally, the ESCO will be required to execute training and awareness programs in the Medical Centers.
- h. The ESCO Agreement will include applicable provisions as to the savings allocation mechanism between the parties, based on the actual energy savings in each Medical Center.
- i. It is the intention of the Ministry, to guaranty the payments due to the ESCO by Medical Centers owned by the Ministry, pursuant to the ESCO Agreement, all as shall be detailed in the Tender Documents.
- j. It is the intention of Clalit, to guaranty the payments due to the ESCO by Medical Centers owned by Clalit, pursuant to the ESCO Agreement, all as shall be detailed in the Tender Documents.
- k. Additionally, the ESCO Agreement will include, *inter alia*, provisions with respect to the following; the performance of the IGA; the design of a comprehensive implementation program for the Project and the development of measurement and verification plan for each facility in order to demonstrate the performance of the Project and the level of actual energy savings; finance and implementation of infrastructure layout for energy efficiency, including, *inter alia*, technologies, equipment, IT, formation of procedures for operation equipment, etc.; provisions regarding billing verification services; provision of various services, training and knowledge transfer, as well as awareness campaigns within the Medical Centers; performance of quality assurance and quality control for the implementation of the Project and energy efficiency; etc.
- l. **The IGA.** Following to the execution of the ESCO Agreement, the Successful Bidder will be required to perform an Investment Grade Audit (IGA) with respect to the measures to be performed thereunder (the "**IGA**"). It is expected that the ESCO Agreement will include further details as to the implications of substantial differences between the proposal submitted to the Tender Committee and the IGA. In addition, it is expected that the ESCO Agreement will include applicable provisions for the update and adjustment of the project detailed in the proposal submitted to the Tender Committee pursuant to the IGA.

### **1.3. The Pre-Qualification Process**

- a. The purpose of this Pre-Qualification Process is to identify Eligible Participants, who will be invited to participate in the tender process.

**The Pre-  
Qualification  
Process**

- b. 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.
- c. 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 7 (Examination of the Pre-Qualification Submissions), at the end of its evaluation, the Tender Committee will announce the Eligible Participants.
- d. For the removal of any doubt, the number of Participants to be announced as Eligible Participants is not limited.

#### **1.4. The Tender Process**

- a. Following the completion of the Pre-Qualification Process, the Tender Committee intends to invite all Eligible Participants to participate in the tender process, and submit bids for Projects.
- b. Without derogating from the Tender Committee's rights to postpone any of the dates detailed in Section 1.6 (Anticipated Schedule) in accordance with the provisions of this Invitation, and/or from the Ministry and/or Tender Committee's rights pursuant to Section 7.8 (Reservation of Rights), it is expected that the invitation to submit bids, including the procedures, requirements, selection criteria and the ESCO Agreement (the "**Tender Documents**"), will be issued to Eligible Participants following the completion of the Pre-Qualification Process.
- c. It is expected that during the tender process the Successful Bidder for a Cluster will be determined based on a qualitative criteria and on the total Minimal Amount proposed for that Cluster, comprised of the sum of the Minimal Amounts for each Medical Center in the Cluster.

**The Tender  
Process**

In this Invitation, the term "**Minimal Amount**" shall mean, for each Medical Center, the amount, in NIS, out of the savings generated by the Project, to be deducted from the actually generated savings in energy costs, before the allocation of the said savings between the ESCO and the Medical Center.

It is expected that the Tender Documents will include provisions whereunder each Medical Center retains the Minimal Amount, pursuant to the ESCO's proposal, and that the balance of the savings in energy costs will be divided between the ESCO and the relevant Medical Center, so that the ESCO will be entitled to receive 80% of the said balance, and the Medical Center, will be entitled to receive the remaining 20% of the said balance, all as shall be detailed in the Tender Documents.

For the removal of any doubt, the ESCO will not be required to guaranty any savings, including the Minimal Amount, but shall be entitled to claim payments only if the savings generated by the implementation the ECMs exceed the Minimal Amount.

- d. Participants are advised that, without derogating from the provisions of Sections 7.8 (Reservation of Rights) and 2.7 (Cost of Participation in the Pre-Qualification Process), the Tender Committee is considering to compensate Eligible Participants which will not be chosen as a Successful Bidders with respect to any of the Clusters for which they submitted a bid, provided that they were found eligible for such compensation; all as shall be detailed by the Tender Documents.

### **1.5. Invitation for Pre Qualification**

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

**Invitation for Pre-  
Qualification**

### **1.6. Anticipated Schedule**

Without in any way limiting the right of the Tender Committee to postpone any of the following dates in accordance with the provisions of this Invitation, the anticipated schedule for the submission of the Pre-Qualification Submissions is as follows:

**Anticipated  
Schedule**

- a. Publication of the Invitation: September 22, 2011 [X]
- b. Questions submission deadline: \_\_\_\_\_[X+70 days]
- c. Pre-Qualification Submissions: \_\_\_\_\_ [X+90 days]
- d. Announcement of Eligible Participants and Publication of the Tender Documents: \_\_\_\_\_ [X+135 days].

## **2. TENDERING RULES**

### **2.1. Governing Law and Jurisdiction**

- a. The Pre-Qualification Process shall be governed and construed in accordance with the provisions of all applicable Laws, including the Mandatory Tenders Law 5752-1992, and the Mandatory Tender Regulations 5753-1993 (the "Regulations").
- b. 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.

**Governing Law**

**Jurisdiction**

## **2.2. Conformity with All Applicable Laws**

Each Participant is assumed to have obtained legal advice. The Participants and the Pre-Qualification Submissions shall abide by the Laws. Participants shall be subject to any changes in any of the Laws, should such changes be introduced during the Pre-Qualification Process.

**Conformity with  
Applicable Law**

## **2.3. The Invitation**

The invitation for pre-qualification includes this invitation for pre-qualification its Appendices and the Pre-Qualification Forms (the "**Invitation**"). Without derogating from the provisions of Sections 6.1 (Compliance with the Requirements of the Invitation) and 6.2 (No Unauthorized Modification), the Pre-Qualification Forms are also provided to all Participants in MS-Word format.

## **2.4. Order of Precedence**

Should a discrepancy be found between any parts of the Invitation, the following order of precedence will apply with respect to the other parts of the Invitation:

**Order of  
Precedence**

- a. Volume I – Part A;
- b. Volume I – Part B.

## **2.5. Severability**

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

**Severability**

## **2.6. Access to Documents**

Copies of this Invitation and any Addenda issued by the Tender Committee are and will be provided to all Participants for no charge and may be downloaded at <http://www.health.gov.il/michrazim/default.asp>. No participation fee is required for participation in this Pre-Qualification Process.

**Access to  
Documents**

## **2.7. Cost of Participation in the Pre-Qualification Process**

Any and all costs and expenses incurred by Legal Entities (including Participants) and anyone on their behalf and connected to their participation in the Pre-Qualification Process will be borne by such Legal Entities or Participants. Legal Entities or Participants will not be reimbursed by the Tender Committee or the Ministry for any costs or expenses so incurred thereby.

**Cost of  
Participation**

## 2.8. Language of this Invitation

This Invitation is published in English. However, the Tender Committee reserves the right to issue a Hebrew version of any part thereof.

Language

In the event of a discrepancy between the English and Hebrew versions of a certain document, the English version shall prevail.

## 2.9. Clarification of this Invitation

Clarification of the Invitation

- a. Participants are responsible for examining, with appropriate care, this Invitation, including all Appendices and Addenda thereto, and for informing themselves with respect to any and all conditions which may in any way affect their participation in the Pre-Qualification Process, including in the preparation and submission of the Pre-Qualification Submissions.
- b. Participants, who have registered with the Tender Committee in accordance with the provisions of Section 2.10(c) (Addenda), may raise questions and request clarifications or interpretations to this Invitation, in writing, from the Tender Committee, by no later than the deadline for the submission of questions, as set forth in Section 1.6 (Anticipated Schedule). Such requests shall be addressed to:

Mr. Assaf Ganz, The Tender Committee Coordinator  
The Tender Committee for the Implementation of Energy Efficiency Measures In  
Medical Centers  
The Ministry of Health  
2 Ben Tabai St. , Jerusalem, Israel

With a copy to :  
[assaf.ganz@moh.health.gov.il](mailto:assaf.ganz@moh.health.gov.il)

And to the Legal Advisors to the Tender Committee  
Levy, Meidan Attorneys at Law at:  
[noam@levymeidan.co.il](mailto:noam@levymeidan.co.il)

- c. Although the Tender Committee has no obligation to clarify or interpret this Invitation, the Tender Committee may issue an Addendum for the purposes of clarification or interpretation in response to such questions or requests, in accordance with the provisions of Section 2.10 (Addenda). Participants shall acknowledge receipt of any Addendum in the manner set forth in Section 2.10(f) (Addenda).
- d. The Tender Committee shall not be bound by, and Participants shall not rely on, any oral interpretation or clarification to this Invitation.

- e. It is hereby clarified, that when replying to a question or clarification, the Tender Committee will not necessarily use the exact wording of the submitted request for clarification. It is further clarified that any response or non-response by the Tender Committee to any submitted request for clarification by a Participant shall not be construed as approval or agreement unless explicitly stated so by the Tender Committee. Should the Tender Committee not respond to a certain request for clarification, it shall be deemed that the Tender Committee has responded negatively to such request.
- f. Any question or any request for clarification or interpretation of this Invitation raised by Participants at a later date than the deadline for the submission of questions as provided in Section 1.6 (Anticipated Schedule) will be accepted or rejected at the sole discretion of the Tender Committee.
- g. Without derogating from the rights reserved to the Tender Committee and without in anyway limiting its discretion, the Tender Committee will avoid the issuance of Addenda to this Invitation following seven (7) days before the Pre-Qualification Submission Date.

## 2.10. Addenda

- a. Notwithstanding any of the provisions of this Invitation and without derogating from the discretion of the Tender Committee under the provisions of Section 7.8 (Reservation of Rights) the Tender Committee reserves the right to revise, modify, amend, clarify, add, eliminate or otherwise change this Invitation or any part thereof, including but not limited to any instruction, requirement, specification, Pre-Qualification Requirement(s) or date contained therein, up to the dates set for the submission of Pre-Qualification Submissions. Such revisions, if any, shall be announced by written Addenda to this Invitation ("**Addendum**" or "**Addenda**").
- b. Should any Addendum result from any request for clarification or interpretation submitted by a Participant, the identity of that Legal Entity or Participant shall not be disclosed.
- c. Copies of Addenda shall be furnished to the authorized representative of all Legal Entities or Participants who have previously registered with the Tender Committee by sending a registration letter in form of pre-Qualification Form "J" in accordance with the provisions of Section 2.9 (Clarification of this Invitation).
- d. Receipt of requests submitted by Legal Entities or Participants in accordance with the provisions of Section 2.9 (Clarification of this Invitation) will not restrict the discretion of the Tender Committee in any way, and it will be free to exercise its rights under this Section 2.10 whenever it is of the opinion that this Invitation or any part thereof requires amendment or revision.

**Addenda**

**Pre-Qualification  
Form "J"**

- e. Without derogating from the generality of the provisions of Section 1.6 (Anticipated Schedule), the date set for the submission of Pre-Qualification Submissions may be postponed 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. The announcement of such new date, if any, will be included in the Addendum.
- f. Participants are required to acknowledge receipt of any Addendum in writing no later than two (2) days following receipt thereof by a written notice to the Tender Committee. In addition, Participants shall acknowledge receipt of all Addenda to this Invitation in their Pre-Qualification Submission letters, specifically detailing each Addendum number and the date of receipt thereof.

### **2.11. Conference**

- a. The Tender Committee reserves the right to hold a conference (the "**Conference**"). The participation of the Participant or its authorized representative, in the Conference shall be mandatory. **Conference**
- b. At the Conference, the Tender Committee may answer questions referred to it by Participants in accordance with the provisions of Section 2.9 (Clarification of this Invitation).
- c. Should the Tender Committee answer or present any questions referred to it by a Participant, or any clarification, interpretation or amendment resulting from any request for clarification or interpretation submitted to it by a Participant, the identity of that Participant shall not be disclosed.
- d. Following the Conference, the Tender Committee may issue minutes of the Conference to all Participants, and may issue an Addendum to this Invitation. Only the written minutes issued by the Tender Committee at the end of the Conference or any Addenda to this Invitation issued thereafter shall be binding. The Tender Committee shall not be bound by, and Participants shall not rely on, any oral representation made by the Tender Committee or by Participants during the Conference.
- e. The fact that questions, clarifications, interpretations and amendments to this Invitation will be presented by the Tender Committee at the Conference does not, in any way, restrict the Tender Committee's right to issue an Addendum to this Invitation or to postpone any of the dates contained therein in accordance with the provisions of Section 2.10 (Addenda).

## 2.12. Information Supplied to the Participants

Information  
Supplied to the  
Participants

- a. The attention of all Participants is drawn to the fact that the information contained in this Invitation was provided to the Tender Committee by the Medical Centers and did not undergo any independent verification; the information may be incomplete or inaccurate and significant differences may be found between the information provided and the actual energy consumption in the Medical Centers.
- b. It is expressly understood that any reliance of the Participants or anyone on their behalf on the information supplied herein in the making of any deductions, interpretations, conclusions or decisions regarding this Invitation or any matter arising therefrom, shall be at the Participants' sole responsibility.
- c. The Ministry, Clalit or anyone on their behalf, shall not be responsible in any respect of any loss or damage whatsoever suffered by the Participants, any Legal Entity, their employees, officers, agents, or any other persons for whom the Participants may be contractually or legally responsible or accountable, by reason of any use of information contained in the Invitation or provided in connection therewith, or any action or forbearance in reliance thereon.

## 2.13. Advisors to the Tender Committee

Advisors to the  
Tender Committee

Appendix "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 advisors listed in Appendix "3" are not permitted to participate in the Pre-Qualification Process, and/or the tender process, and/or the Project, other than as advisors to the Tender Committee, without the prior written approval of the Tender Committee.

For the removal of doubt, Participants are required to notify the Tender Committee of any ongoing connection between the advisors listed in Appendix "3" and the Participant, or any of its Members, or its Experience Provider, or its Local Integrator and the Tender Committee will issue a decision with respect to the same.

## 2.14. Intellectual Property Rights

Intellectual  
Property Rights

The Invitation documents and any and all intellectual property rights therein are exclusively owned by the Ministry and are supplied to the Participants for the purpose of participation in the Pre-Qualification Process, only.

### 3. GENERAL PROVISIONS RELATING TO PARTICIPANTS

#### 3.1. The Participant

A Participant shall mean either:

**The Participant**

- a. A Legal Entity existing on the Pre-Qualification Submission Date, and submitting a Pre-Qualification Submission on its own; or
- b. A Legal Entity specifically established or to be established for the purpose of the Project by one or more Legal Entities, and submitting a Pre-Qualification Submission ("SPC")

(either, a "**Participant**").

#### 3.2. The Participant and Members of the Participant

In the event that the Participant is an SPC, each of the Legal Entities committed to hold shares in the Participant as evidenced by Pre-Qualification Form "B" (each, a "**Member**"), shall be required to demonstrate compliance with the requirements of Section 3.5 (General Requirements for a participating Legal Entity).

**The Participant and Members of the Participant**

#### 3.3. Experience Provider

An experience provider is a Legal Entity (whether a Participant or a Member or a third party) demonstrating compliance with the Pre-Qualification Requirement in Section 5.1.1 (Execution of Energy Efficiency Projects) ("**Experience Provider**").

**Experience Provider**

#### 3.4. Local Integrator

A local integrator is an Israeli Legal Entity (whether a Participant or a Member or an Experience Provider, or a third party) which has been dully registered in Israel for a period of no less than one Year, demonstrating compliance with the Pre-Qualification Requirement in Section 5.1.2 ("**Local Integrator**").

**Local Integrator**

#### 3.5. General Requirements for a participating Legal Entity

Each Legal Entity (whether participating as a Participant, a Member, an Experience Provider or a Local Integrator), is required to demonstrate compliance with all of the following:

**General Requirements for a participating Legal Entity**

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

- b. It and each of the Interested Parties therein, is not and shall not be a resident of, or domiciled in a country which does not have diplomatic relations with the State and/or of a country which does not have full trade relations with the State; and
- c. The directors and executives of thereto (including Interested Parties therein), who are expected to have any control over or any involvement in the Pre-Qualification Process, the tender process or the Projects are not and shall not be residents or nationals of a country which does not have diplomatic relations with the State and/or of a country which does not have full trade relations with the State; and
- d. In the event it is incorporated in or is a resident of the State it must demonstrate compliance with the requirements of and provide all approvals and affidavits required pursuant to the Public Entities Transactions Law 1976.

### 3.5.2. Content and Format of the Submission

- a. In order to, *inter alia*, demonstrate compliance with the requirements specified under Section 3.5 (General Requirements), Pre-Qualification Forms "B" and "C" should be duly completed and signed by each Member or Participant, as applicable.
- b. In order to, *inter alia*, demonstrate compliance with the requirements specified under Section 3.5 (General Requirements), Pre-Qualification Form "D" should be duly completed and signed by the Experience Provider, if applicable.
- c. In order to, *inter alia*, demonstrate compliance with the requirements specified under Section 3.5 (General Requirements), Pre-Qualification Form "E" should be duly completed and signed by the Local Integrator, if applicable.

Pre-Qualification Forms "A", "B", "C", "D"

## 3.6. Participation in One Pre-Qualification Submission

### 3.6.1. General

- a. Each Participant may submit only one Pre-Qualification Submission.
- b. Each Member may participate in only one Participant.
- c. Each Experience Provider, may participate in only one Pre-Qualification Submission.
- d. Each Local Integrator, may participate in only one Pre-Qualification Submission.

Participation in One Pre-Qualification Submission

### 3.6.2. Limitations

For the purpose of the provisions of Section 3.6.1, the terms "**Participant**", "**Member**", "**Experience Provider**" and "**Local Integrator**" (if applicable), shall be deemed to include any Legal Entity which exercises Control over such entity, is under the common Control of such entity, and/or Controlled by such entity.

Limitations

### 3.7. Participation of Government Companies

Legal Entities budgeted by the State as defined under Section 21 of the State Budget Law 1985 [״גוף מתוקצב״], Legal Entities supported by the State as defined under Section 32 of the State Budget Law 1985 [״גוף נתמך״], and/or Legal Entities subject to the provisions of the Government Companies Law 1975, are not permitted to participate in the Pre-Qualification Process either as a Participant, as a Member of a Participant nor as an Experience Provider of a Participant nor as a Local Integrator of a Participant.

Participation of  
Government  
Companies

## 4. PRE-QUALIFICATION SUBMISSIONS

### 4.1. Pre-Qualification Submission Letter

Each Participant shall attach to its Pre-Qualification Submission the Pre-Qualification Submission Letter in the form of Pre-Qualification Form "A", duly completed and signed.

Pre-Qualification  
Form "A"

### 4.2. Description of the Participant, Members, the Experience Provider and the Local Integrator

Each Participant shall submit Pre-Qualification Forms "B", "C", "D" and "E" duly completed and signed, in order to demonstrate compliance with the provisions of Sections 3.1 (The Participant), 3.2 (The Participant and Members of the Participant), 3.3 (Experience Provider) and 3.4 (Local Integrator).

Pre-Qualification  
Forms "B", "C",  
"D", "E"

### 4.3. Identification of Sensitive Information

Each Participant shall detail in Pre-Qualification Form "A" all information contained in its Pre-Qualification Submission which it considers to be of a commercially sensitive or secret nature, in accordance with the provisions of Section 6.6 (Identification of Sensitive Information).

Sensitive  
Information

## 5. PRE-QUALIFICATION REQUIREMENTS

Each Participant will be required to demonstrate, its compliance with all of the pre-qualification requirements detailed in 5.1.1 (Execution of Energy Efficiency Projects), 5.1.2 (Local Integrator), 5.2.2 (Turnover), 5.2.3 (Operating Cash Flow), 5.2.4 (Current Ratio) and 5.2.5 (Equity) (each, a "**Pre-Qualification Requirement**" and collectively "**Pre-Qualification Requirements**").

Pre-Qualification  
Requirements

## 5.1. Energy Efficiency Expertise and Experience

The Participant is required to demonstrate compliance with **both** of the Pre-Qualification Requirements detailed in Sections 5.1.1 (Execution of Energy Efficiency Projects), and 5.1.2 (Local Integrator) hereinafter:

### 5.1.1. Execution of Energy Efficiency Projects

Execution of  
Energy Efficiency  
Projects

- a. The Participant is required to demonstrate that it, or one of its Members, or its Experience Provider has, during the past eight (8) Years (prior to the Pre-Qualification Submission Date), successfully executed and operated or maintained Energy Efficiency Projects of an aggregate total cost of at least fifteen million US Dollars (15,000,000 US Dollars); and is further required to demonstrate that:
  - (i) each of the projects presented was successfully executed and operated or maintained for a period of at least three (3) continuous years; and
  - (ii) each of the projects presented was of a total cost of at least one million five hundred thousand US Dollars (1,500,000 US Dollars) ; and
- b. At least two (2) of the projects presented complying with sub-Section (a) above were executed in Hospitals; and
- c. At least at least two (2) of the projects presented complying with sub-Section (a) above were executed by utilizing an EPC Method.

For the purpose of sub-Section (a) an "**Energy Efficiency Project**" shall mean a project for the conservation of energy, improvement of system and/or load shifting, in the building systems as well as of the thermal properties of the envelope of the buildings.

For the purpose of sub-Section (b) the term "**Hospital**" shall mean medical facilities which provide a wide range of medical services and include acute care hospitalization facilities.

For the purpose of sub-Section (c) the term "**EPC Method**" shall mean Energy Efficiency Projects in which the economic outcomes for the contractor depended on the project complying with predetermined performance parameters.

### 5.1.2. Local Integrator

Local Integrator

The Participant is required to demonstrate that it or one of its Members or the Experience Provider or the Local Integrator has, during the past eight (8) Years (prior to the Pre-Qualification Submission Date), successfully executed Electromechanical Engineering Projects, with an aggregate total cost of at least six million NIS (6,000,000 NIS), and is further required to demonstrate that each such project was of a total cost of no less than five hundred thousand NIS (500,000 NIS).

For the purpose of Section 5.1.2, an "**Electromechanical Engineering Project**" shall mean a project for installation, operation or maintenance of electromechanical systems including Heating, Ventilation and Air-conditioning Systems (HVAC), such as ventilation systems, pumps, boilers, domestic low water systems, chillers, air compressors or energy efficiency project for electrical distribution (power factor correction, transformers).

#### 5.1.3. Execution as a Joint Venture

For purposes of demonstrating compliance with the Pre-Qualification Requirement specified in Section 5.1.1 (Execution of Energy Efficiency Projects) and Section 5.1.2 (Local Integrator) each Participant, Member, Experience Provider or Local Integrator, is allowed to present applicable project(s) which it executed, as a part of a joint venture, subject to the following:

**Execution as a  
Joint Venture**

- a. In the event that such Participant, Member, Experience Provider or Local Integrator was jointly and severally responsible for the execution of the applicable project(s), the total cost of each project will be attributed thereto.
- b. In the event that such Participant, Member, Experience Provider or Local Integrator was not jointly and severally responsible for the execution of the applicable project(s), the total cost to be attributed to the project(s) shall be the according to the pro-rated share of such Legal Entity in the joint venture.

#### 5.1.4. Content and Format of the Submission

In order to demonstrate compliance with the Pre-Qualification Requirements specified under Sections Section 5.1.1 (Execution of Energy Efficiency Projects) and 5.1.2 (Local Integrator), Pre-Qualification Forms "D", "E", "F" and "G" should be duly completed and signed by the applicable Participant, Member, Experience Provider or Local Integrator, as applicable. The applicable Participant, Member, Experience Provider or Local Integrator shall attach all relevant parts of the contracts in reference containing information identifying the parties to the agreement, the applicable project and the scope of work thereunder attached to Pre-Qualification Forms "F" and "G".

**Pre-Qualification  
Forms "D", "E",  
"F", "G"**

#### 5.1.5. The Tender Process - Expected Requirement

- a. The attention of all Participants is drawn to the fact that it is expected, that pursuant to the Tender Documents, bidders will be required to provide proof that the Experience Provider has undertaken to execute the Project and assume responsibility for the deliverables the ESCO shall be required to provide during the Project.
- b. The attention of all Participants is drawn to the fact that it is expected, that pursuant to the Tender Documents, the bidders may be required to demonstrate compliance with requirements regarding the executive personnel to be assigned for the execution of the Project, including *inter alia*, with respect to such personnel's previous experience in the execution of Energy Efficiency Projects.

- c. The attention of all Participants is drawn to the fact that it is expected, that pursuant to the Tender Documents, as part of the qualitative evaluation of the bid, the Local Integrator shall be graded.

## 5.2. Financial Pre-Qualification Requirements

### 5.2.1. Financial Pre-Qualification Requirements - General Provisions

- a. Each Participant or Member, as applicable, is required to demonstrate compliance with all of the Pre-Qualification Requirements set forth in Sections 5.2.2 (Turnover), 5.2.3 (Operating Cash Flow), 5.2.4 (Current Ratio) and 5.2.5 (Equity) (the "**Financial Pre-Qualification Requirements**").
- b. For the purpose of demonstrating compliance with the Financial Pre-Qualification Requirements, a Participant or a Member may seek to rely on a Guarantor, provided that such Guarantor provides the said Legal Entity with a Guarantor's letter in the form of Pre-Qualification Form "I".

**Financial Pre-  
Qualification  
Requirements**

**Pre-Qualification  
Form "I"**

In this Invitation, a "**Guarantor**" shall mean a Legal Entity, which, by itself, complies with all the Financial Pre-Qualification Requirements, and which exercises Control over of the Participant or the Member, as applicable, seeking to rely on the financial results thereof, or a Legal Entity which the Participant or the Member exercises Control over.

### 5.2.2. Turnover

- a. A Participant which is not an SPC shall demonstrate that, based on its Financial Statements, its weighted average annual turnover for the past three (3) fiscal years calculated as specified in sub-Section (d)(i) below was at least eighty million US Dollars (80,000,000 US Dollars).
- b. A Participant which is an SPC shall demonstrate that, based on the respective Financial Statements, the aggregate weighted average annual turnover for the last three (3) fiscal years of its Members, was at least eighty million US Dollars (80,000,000 US Dollars).
- c. For the purposes of sub-Section (b), only the turnover of Members holding at least ten percent (10%) of the Anticipated Holdings shall be evaluated.

**Turnover**

For the removal doubt, the turnover for a Member holding less than ten (10%) percent of the Anticipated Holdings, shall be calculated as zero (0);

- (i) For each Participant which is not an SPC, or a Member the turnover shall be calculated as follows:

$T^i$  = turnover of a Participant which is not an SPC, or a Member I;

$T_{2008}^i$  = the turnover in the Financial Statements for the fiscal year 2008;

$T_{2009}^i$  = the turnover in the Financial Statements for the fiscal year 2009;

$T_{2010}^i$  = the turnover in the Financial Statements for the fiscal year 2010;

$T_{WAVG}^i$  = weighted average turnover, which shall be calculated as follows:

$$T_{WAVG}^i = \frac{3 \times T_{2008}^i + 4 \times T_{2009}^i + 5 \times T_{2010}^i}{12}$$

- (ii) For a participant which is an SPC, the aggregate weighted average turnover of its Members shall be calculated as follows:

$T_{WAVG}^i$  - weighted average turnover for Member I;

$H^i$  - Member's Anticipated Holdings in the Participant;

$AWAVgT$  = aggregate weighted average turnover, which shall be calculated as follows:

$$AWAVgT = \sum_1^i T_{WAVG}^i \times H^i$$

### 5.2.3. Operating Cash Flow

- a. A Participant which is not an SPC shall demonstrate that, based on its Financial Statements, its weighted average annual operating cash flow ("**OCF**"), for the last three years, calculated as specified in sub-Section (c) below was positive.
- b. A Participant which is an SPC shall demonstrate that, based on the respective Financial Statements, each Member's OCF, for the last three years, calculated as specified in sub-Section (c) below was positive.

**Operating Cash Flow**

For the purposes of this sub-Section (b), only the OCF of Members holding at least ten percent (10%) of the Anticipated Holdings shall be evaluated.

- c. For each Participant which is not an SPC, or a Member the weighted average OCF shall be calculated as follows:

OCF= Annual Operating Cash Flow;

$OCF_{AVG}$  Weighted average OCF;

$OCF_{2008}$ = OCF in the Financial Statements for the fiscal year 2008;

$OCF_{2009}$ = OCF in the Financial Statements for the fiscal year 2009;

$OCF_{2010}$  = OCF in the Financial Statements for the fiscal year 2010;

$$OCF_{AVG} = \frac{3 \times OCF_{2008} + 4 \times OCF_{2009} + 5 \times OCF_{2010}}{12}$$

- d. Should a Participant or a Member fail to demonstrate according to sub-Section (a) or (b) as applicable, a positive OCF, the said Participant or Member may demonstrate that its absolute value OCF, divided by its equity (as specified in its Financial Statements for the fiscal year 2010) is lower than twenty percent (20%).

The calculation shall be as follows:

CF2E – Cash Flow to equity;

$E_{2010}$  – the Equity as specified in the Financial Statements for the fiscal year 2010;

$$CF2E = |OCF_{AVG}| / E_{2010}$$

- e. Should a Participant or a Member fail to comply with the requirements of this Section 5.2.3 as specified in sub-Sections (a) or (b) or (d) above, such a Participant or a Member may to provide a rating demonstrating its capability to satisfy all its debts, issued not later than six (6) months prior to the Pre-Qualification Submission Date.

Such a rating should be issued by either:

- (i) Midroog Ltd. specifying that the Member's ability to satisfy all its debts is ranked "A3" and above;
- (ii) Maalot Ltd. specifying that the Member's ability to satisfy all its debts is ranked "A-" and above;
- (iii) Moody's Investor Service specifying that the Member's ability to satisfy all its debts is ranked "Baa2" and above;
- (iv) Standard & Poor's Corporation specifying that the Member's ability to satisfy all its debts is ranked "BBB" and above;

- (v) Fitch Investors Service, L.P. specifying that the Member's ability to satisfy all its debts is ranked "BBB" and above.

For the removal of any doubt, the rating required for the purposes of this sub-Section (e) has to refer to all of the said Member's or Participant's debts and not to specific debts.

- f. A Participant or a Member relying on a Guarantor for the purpose of demonstrating compliance with the Financial Pre-Qualification Requirements, shall demonstrate compliance with the Pre-Qualification requirement in this Section 5.2.3 (Operating Cash Flow) by relying on options listed in sub-Sections (a) or (b) only.

#### 5.2.4. Current Ratio

- a. A Participant which is not an SPC shall demonstrate that, based on its Financial Statement for the fiscal year 2010, its Current Ratio is at least point six (0.6).
- b. A Participant which is an SPC shall demonstrate that, based on the respective Financial Statements for the fiscal year 2010, the Current Ratio of each of its Members holding at least ten percent (10%) in the Anticipated Holdings, is at least point six (0.6).
- c. The "**Current Ratio**" shall be calculated by dividing the current assets by the current liabilities as detailed in the Financial Statements for the fiscal year 2010.

**Current Ratio**

#### 5.2.5. Equity

- a. A Participant which is not an SPC shall demonstrate that, based on its Financial Statements for the fiscal year 2010, it has at least an equity of fifteen million US Dollars (15,000,000 US Dollars).
- b. A Participant which is an SPC shall demonstrate that each Member holding at least ten percent (10%) of the Anticipated Holdings has, for every one percent (1%) of its recalculated Anticipated Holdings, equity of one hundred and fifty thousand US Dollars (150,000 US Dollars), based on the Member's Financial Statements for the fiscal year 2010.
- c. In this sub-Section the recalculated Anticipated Holdings shall be calculated as follows:
  - (i) Each Member holding less than ten percent (10%) of the Anticipated Holdings, shall be deemed as holding zero percent (0%);
  - (ii) For each Member holding at least ten percent (10%) of the Anticipated Holdings, the holdings shall be recalculated on a pro-rated basis, after excluding the Members referred to in sub-Section (c)(i);

**Equity**

#### 5.2.6. Content and Format of the Submission

#### Content and Format of the Submission

- a. In order to demonstrate compliance with the Financial Pre-Qualification Requirements, the Participant shall submit all the required Financial Statements or all the required Financial Statements of each of its Members and Guarantors (as applicable), duly prepared and presented in accordance with one of the following:
- (i) Israeli GAAP (including, with respect to the cash flow statements, Standard No. 51 of the Institute of Certified Public Accountants in Israel);
  - (ii) US GAAP (including, with respect to the cash flow statements, FAS (Financial Accounting Standards) No. 95); or
  - (iii) International GAAP (including, with respect to the cash flow statements, IAS (International Accounting Standards) IAS No. 7 and IFRS updates);

and duly executed by the Participant's or the Member's management (or the equivalent thereof) and duly audited by their external auditors.

Participants or Members whose Financial Statements are presented based on different accounting principles than those listed in sub-Sections (i)-(iii) 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; the Tender Committee will consider each request on a case by case basis and may issue an Addendum as a result thereof.

- b. Without derogating from sub-Section (a) above, all the Financial Statements must include balance sheet, profit and loss, cash flow, and auditor's report and notes.
- c. A Legal Entity whose Financial Statements do not include cash flow statements should provide such statements in accordance with one of the GAAP versions set out in sub-Section (a) above (as applicable), duly executed by its external auditors.
- d. The Financial Statements will be provided either in English or in Hebrew, but in no other language.
- e. In the event of reliance by a Participant or a Member on a Guarantor, the Financial Statements of such Guarantor shall be included (instead of those of the Participant or the Member), and shall be subject to the provisions of this Section 5.2.6.
- f. Without derogating from the foregoing, a Legal Entity whose Financial Statements for the fiscal year 2010 contain comparative figures for the fiscal years 2008, 2009, is not required to submit Financial Statements for the fiscal years 2008, 2009, and for the purpose of demonstrating compliance with the Pre-Qualification Requirements set forth in Sections 5.2.2 (Turnover) and 5.2.3 (Operating Cash Flow) and may present such comparative figures in the Financial Statements for the fiscal year 2010.

- g. In order to demonstrate compliance with the Financial Pre-Qualification Requirements, Pre-Qualification Forms "H" and "H1" should be duly completed and submitted, in accordance with one of the GAAP principles set out in sub-Section (a) above (as applicable).
- h. Without derogating from the rights of the Tender Committee under the Invitation and under Law, in the event of a contradiction between the Financial Statements for a Legal Entity submitted within the Pre-Qualification Submission, and the Pre-Qualification Forms or any other document submitted within the Pre-Qualification Submission, the Financial Statements will prevail.

#### 5.2.7. Currencies Conversion

- a. All financial data included in the Pre-Qualification Forms shall be submitted in USD terms in accordance. Without derogating from the forgoing the financial data submitted with respect to the Pre-Qualification Requirement in Section 5.1.2 (Local Integrator) shall be submitted in NIS terms.

For purposes of the provisions of this Invitation, conversion between US Dollar, NIS and Euro shall be in accordance with the following:

Year	NIS per 1 US Dollar	NIS per 1 Euro	US Dollars per 1 Euro
2003	4.55	5.14	1.13
2004	4.48	5.57	1.24
2005	4.49	5.58	1.24
2006	4.46	5.59	1.26
2007	4.11	5.62	1.37
2008	3.59	5.26	1.47
2009	3.93	5.47	1.39
2010	3.73	4.95	1.33
2011	3.51	4.92	1.41

- b. Legal Entities whose financial data are presented in currencies other than NIS/US\$/€, are required to submit a specific request to the Tender Committee for other currency conversions 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 thereof.

## 6. METHOD OF SUBMISSION

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

## **6.1. Compliance with the Requirements of the Invitation**

Participants shall prepare their Pre-Qualification Submissions in strict conformity with the requirements of this Invitation. Participants shall answer all parts relevant to 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 submitted by the Participant.

**Compliance with Requirement of the Invitation**

## **6.2. No Unauthorized Modification**

Participants shall not modify or supplement the instructions of this Invitation. Unauthorized conditions, limitations, modifications, supplements, reservations, disclaimers or provisions attached to a Pre-Qualification Submission may cause the Pre-Qualification Submission to be deemed non-compliant to this Invitation. For the purposes of this Section 6.2, any conditions, 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 2.9 (Clarification of this Invitation) and approved by the Tender Committee in the form of an Addendum to this Invitation, issued in accordance with the provisions of Section 2.10 (Addenda), may be deemed unauthorized.

**No Unauthorized Modification**

## **6.3. Language of the Pre-Qualification Submission**

Other than the Pre-Qualification Forms and the statements contained therein which are to be submitted in English, Pre-Qualification Submissions may be in English or Hebrew.

**Language of the Pre-Qualification Submissions**

Supporting documents and printed literature furnished by a Participant in any other language should be accompanied with a translation to Hebrew or English (authenticated by a Notary Public), in which case, for purposes of interpretation, the translation to Hebrew or English (as the case may be), shall prevail.

## **6.4. Signing of the Pre-Qualification Submission**

The Pre-Qualification Submission and all forms submitted by Participants or their Members shall be duly signed by the Participant, its Members, the Experience Provider of the Participant, the Local Integrator of the Participant of the Participant and/or by the Guarantor(s) (all to the extent applicable).

**Signing the Pre-Qualification Submission**

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

## **6.5. Authorization of Signatures by an Attorney**

Adjacent to every full signature of the Participants, their Members, Guarantor(s), the Experience Provider and the Local Integrator (if applicable) within the Pre-Qualification Submission, there shall be a confirmation by an attorney that the signatory is authorized to commit such Legal Entity in relation to the document on which such signatures appear. **Authorization by an Attorney**

## **6.6. Identification of Sensitive 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 the Pre-Qualification Submission Letter, 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 secret nature. **Identification of Sensitive Information**

## **6.7. Number of Pre-Qualification Submission Copies**

Pre-Qualification Submissions must be submitted, and clearly marked so, as an original and three (3) identical copies (four (4) altogether). **Number of Copies**

Each copy shall include a CD containing a copy of the Pre-Qualification Submission in original PDF format (i.e. created by a PDF creator and not scanned).

In the event of a discrepancy between the original and the other Pre-Qualification Submission documents, and/or the CD, the original shall prevail.

## **6.8. Sealing and Marking of Pre-Qualification Submissions**

Participants shall seal the original and each of the three (3) copies of the Pre-Qualification Submissions in separate envelopes. The envelopes shall then be sealed in an outer envelope or a box, clearly marked with the name and number of this Invitation "Tender EE 1/2011 for the Implementation of Energy Efficiency Measures In Medical Centers", and no other markings shall be made. **Sealing and Marking of the PQ Submissions**

The envelopes and boxes shall be delivered, on week days, Sunday to Thursday, during opening hours (09:00-14:00) to the tender box located at the following address:

Information Desk  
The Ministry of Health, 2<sup>nd</sup> Floor  
29 Rivka St., Talpiot, Jerusalem  
ISRAEL

For the removal of any doubt, any question or clarification, other than the Pre-Qualification Submission should be submitted in accordance with the provisions of Section 2.9 (Clarification of this Invitation) above.

## **6.9. Pre-Qualification Submission Date**

- a. Pre-Qualification Submissions should be submitted at the address noted in Section 6.8 (Sealing and Marking of Pre-Qualification Submissions) by the date designated for such submission, as set forth in Section 1.6 (Anticipated Schedule) ("**Pre-Qualification Submission Date**"), no later than 14:00 Israel time.
- b. The Tender Committee may, at its sole discretion, extend the Pre- Qualification Submission Date by issuing an Addendum in accordance with the provisions of Section 2.10 (Addenda).
- c. The Tender Committee will leave unopened any and all Pre-Qualification Submissions received after the deadline for submission of the Pre-Qualification Submissions specified in this Section 6.9. All unopened Pre-Qualification Submissions will be promptly returned to the applicable Participants.

**Pre-Qualification  
Submission Date**

## **6.10. Validity of the Pre-Qualification Submissions**

- a. The Pre-Qualification Submission shall be valid for a period of eighteen (18) months, commencing on the Pre-Qualification Submission Date.

**Validity**

For the removal of any doubt, a Participant announced as an Eligible Participant is required to extend the validity of its Pre-Qualification Submission, until the date specified in the Tender Documents for bid submission, in order to continue its participation in the Tender.

- b. The Tender Committee may request Participants, or any of them, to extend the validity of their Pre-Qualification Submission for a specified additional period.

## **6.11. Opening of Pre-Qualification Submissions**

The opening of the Pre-Qualification Submissions shall be documented in a protocol.

**Opening of the  
Pre-Qualification  
Submissions**

# **7. EXAMINATION OF THE PRE-QUALIFICATION SUBMISSIONS**

## **7.1. Examination of the Pre-Qualification Submissions by the Tender Committee**

The Tender Committee shall examine the Pre-Qualification Submissions in order to determine whether the Participants submitting such meet the requirements of this Invitation, including all Pre-Qualifications Requirements.

**Examination of  
the Pre  
Qualification  
Submission**

The Pre-Qualification Submissions will not be graded by the Tender Committee.

## 7.2. Requests for Clarifications

### Requests for Clarifications

The Tender Committee may request a Participant to clarify any item contained in its Pre-Qualification Submission and to submit any additional information necessary, in the opinion of the Tender Committee, for the evaluation of its Pre-Qualification Submission.

Participants will comply with the requests of the Tender Committee and will submit all clarification and additional information requested within the time period stipulated by the request.

The requests for clarifications will be in writing, delivered to the Participants by email, mail, messenger or facsimile. Their receipt should be confirmed by return mail, messenger or facsimile, to the address or facsimile number or E-mail noted in Section 2.9 (Clarification of this Invitation) above, within forty-eight (48) hours of receipt.

Participants' responses to the requests for clarifications will form an integral part of their Pre-Qualification Submissions. The said responses will be attached to the Pre-Qualification Submission, along with copies of the requests for clarifications, and will replace or take precedence over corresponding items within the Pre-Qualification Submission documents that are contradictory.

The Tender Committee may exercise its rights under this Section 7.2 any number of times during the examination of the Pre-Qualification Submissions.

## 7.3. Announcement of Eligible Participants

### Announcement of Eligible Participants

Upon the completion of its examination of the Pre-Qualification Submissions, the Tender Committee will announce those Participants which the Tender Committee deemed to have successfully complied with the requirements of this Invitation, including with all Pre-Qualification Requirements and which were not disqualified thereby in accordance with the provisions of Sections 0 (Rejection of the Pre-Qualification Submissions) and 7.5 (Disqualification of the Pre-Qualification Submissions) ("**Eligible Participant(s)**").

Without derogating from the generality of the provisions of Section 7.8 (Reservation of Rights), following the publication of the Tender Documents, the Eligible Participants will be invited to submit a bid in accordance with the provisions of the Tender Documents.

Participants who will be deemed by the Tender Committee to have failed to meet any one of the Pre-Qualification Requirements will not be announced as Eligible Participants.

#### 7.4. Rejection of the Pre-Qualification Submissions

#### Rejection of Pre-Qualification Submissions

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

- a. The Tender Committee reserves the right to reject any or all Pre-Qualification Submissions.
- b. The Tender Committee reserves the right to reject any Pre-Qualification Submission in the event that the Tender Committee is of the opinion that such Pre-Qualification Submission or any part thereof does not conform to the requirements of the Invitation.
- c. Without derogating from the Tender Committee's rights under the Invitation and under the Law, the Tender Committee reserves the right to waive minor irregularities or errors in any Pre-Qualification Submission if it appears to the Tender Committee that such irregularities or errors were made inadvertently.

#### 7.5. Disqualification of the Pre-Qualification Submissions

#### Disqualification of Pre-Qualification Submissions

Without derogating from the rights of the Tender Committee under the Invitation and under the Law, the Tender Committee will be entitled to disqualify any Participant, or impose any condition or instruction on its participation in the Pre-Qualification Process and/or the subsequent tender process in the following events:

- a. Any changes of the Members or their Anticipated Holdings in the Participant (if applicable), including with respect to its Guarantors; changes in the Control of a parent company over a Member, or over a Guarantor; change of a Legal Entity demonstrating compliance with any or all of the Pre-Qualification Requirements; without the prior written approval of the Tender Committee; (for purposes of this Section 7.5 (Disqualification of the Pre-Qualification Submissions) Participant, Member, parent company of such, a Legal Entity demonstrating compliance with the Pre-Qualification Requirements shall be referred to as a "**Company**");
- b. The commencement of bankruptcy, receivership, liquidation or reorganization proceedings against a Company, or any similar situation, as determined by the Tender Committee, or if a Company has become insolvent, or if permanent, or if an interim receiver or liquidator is appointed over a Company, unless such proceedings are discharged within a reasonable period of time;
- c. The commencement of any voluntary action for the liquidation of any Company, except for the purposes of merger or restructuring on terms approved by the Tender Committee in writing;
- d. Any Company (including Interested Parties therein) is or becomes a resident of or domiciled in a country which does not have diplomatic relations with the State and/or of a country which does not have full trade relations with the State;

- e. Any director or executive of a Company (including Interested Parties therein) who is expected to have any control over or any involvement in the Pre-Qualification Process, the tender process or the Project is or becomes a resident or a national of a country which does not have diplomatic relations with the State and/or of a country which does not have full trade relations with the State;
- f. Employment or engagement of any of the Advisors as defined under Section 2.13 (Advisors to the Tender Committee) by any Company, directly or indirectly, for the purposes of the Pre-Qualification Process or the subsequent tender process, without the prior written approval of the Tender Committee;
- g. In the event of unusual events which materially and adversely affect, to the Tender Committee judgment, the Company's financial ability to execute the Project;
- h. The Financial Statements submitted under Section 5.2.6 (Content and Format of the Submission) of a Company's contain a going concern comment by the auditors regarding said Company's ability to manage its business activities;
- i. The submission of any false or misleading information to the Tender Committee.

The Participant shall be required to notify the Tender Committee of the existence, during the Pre-Qualification Process, of any of the events described in this Section 7.5, within a reasonable period of time, under the circumstances. The Tender Committee may base its decision under this Section 7.5 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, as the Tender Committee deems necessary.

#### **7.6. Issuance of the Tender Documents; Update Statement**

It is expected that pursuant to the Tender Documents, each Eligible Participant will be required to include updated financial statements according to the provisions of the Tender Documents and a statement detailing any and all changes with respect to the Participant, its Members, and, if applicable, its Guarantors and/or its Experience Provider and Local Integrator, 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.

**Issuance of the  
Tender  
Documents;  
Update Statement**

The Tender Committee will review the information and, without derogating from its rights under the Law or under the Tender Documents, shall be entitled to either disqualify any Eligible Participant in the event that such Eligible Participant will no longer meet the requirements of this Invitation or impose any condition or instruction on its participation in the tender process.

## 7.7. Formation of a Single Purpose Company

Single Purpose  
Company

Following completion of the Pre-Qualification Process, and if not already incorporated as such for the purposes of the Pre-Qualification Process, in order to participate in the tender process and submit a bid, each Eligible Participant may form an SPC, 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 the Project (if eventually selected to do so).

The shares and other interests in this SPC will be held by either 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 and/or the Participant in the SPC shall be as provided in Pre-Qualification Form "B".

## 7.8. Reservation of Rights

Reservation of  
Rights; Definition  
of the Project

- a. All Participants acknowledge that the Project's description 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(s) is still being finalized. The issuance of this Invitation is not intended to give rise to or create any representation, undertaking or warranty on behalf of the Ministry, the Tender Committee, Clalit or anyone on their behalf with respect to the Projects.
- b. Furthermore, the Ministry and the Tender Committee reserve the right to redefine the Project(s), the parameters for comparison in the energy consumption of each Medical Center, the guidelines for operation, the terms and conditions for the Project(s)' execution (including the allocation of the savings), and the terms and conditions for the selection of the ESCO (including additional pre-qualification or minimum requirements), as shall be deemed appropriate.

For the removal of doubt, subject to the provisions of this Invitation, participation in this Pre-Qualification Process shall not confer upon a Legal Entity, a Participant or an Eligible Participant any right with respect to the Project(s) or any future proceedings which will be conducted with respect thereto, including the tender process.

c. Even though the Ministry, the Tender Committee express their intention to carry out a tender process for the selection of an ESCO for the Project, the issuance of this Invitation is not intended to guarantee the initiation, execution or the implementation of the Project(s) or any part thereof in its intended structure or otherwise. It is expressly understood that any reliance by any Legal Entity or Participant on any intention in their Pre-Qualification Submissions and the making of any deductions, interpretations or conclusions from the intention which is made available by the Ministry, Clalit and the Tender Committee is at the Entity or Participant's sole responsibility. The Ministry, Clalit, the Tender Committee and/or anyone on their behalf, shall not be responsible in any respect to any loss or damage whatsoever suffered by any Legal Entity or Participant, their employees, officers, agents, or any other persons for whom any Legal Entity or Participant may be contractually or legally responsible or accountable, by reason of any use of information contained in this Invitation in connection therewith, or any action or forbearance in reliance thereon.

**Issuance of Tender Documents**

d. Without derogating from the generality of the above, the Ministry, Clalit and the Tender Committee reserve the right not to proceed with this Pre-Qualification Process, or with the tender process for the Project(s) 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(s) or any part thereof, at any time, as it shall deem appropriate.

**Cancellation of the Project**

Under the circumstance described herein, neither the Ministry, nor Clalit, nor the Tender Committee nor anyone on their behalf shall be responsible in any respect to any loss or damage whatsoever suffered by any Legal Entity or Participant, their employees, officers, agents, or any other persons for whom any Legal Entity or Participant may be contractually or legally responsible or accountable, and shall not be required to compensate the Legal Entity or the Participant, their employees, officers, agents, or any other persons for whom the Legal Entity or Participant may be contractually or legally responsible or accountable.

e. Without derogating from the generality of the above, the Ministry, Clalit and the Tender Committee, together or separately, may publish a new invitation to pre-qualify or initiate any other proceedings with respect to the Project(s) either in its presently anticipated form or otherwise, as they shall deem fit. Such proceedings may include other requirements, including other Pre-Qualification Requirements, or require additional Pre-Qualification or minimum requirements in the Tender Documents, and may invite any entity to participate and/or exclude the participation of any entity in such proceedings, as they shall deem fit.

f. The Ministry reserves the right to invite the Successful Bidders, deemed eligible to propose energy efficiency projects with respect to additional medical centers, including psychiatric and geriatric medical centers, all at the sole discretion of the Ministry.

**Additional Medical Centers**

# **APPENDIX 1**

## **LIST OF MEDICAL CENTERS**

### **CLUSTER A – MINISTRY OWNED MEDICAL CENTERS:**

1. Wolfson Medical Center
2. Poria Medical Center
3. Rambam Medical Center
4. Sheba Medical Center at Tel Hashomer
5. Barzilai Medical Center

### **CLUSTER B – MINISTRY OWNED MEDICAL CENTERS:**

1. Tel Aviv Sourasky Medical Center (Ichilov)
2. Assaf Harofeh Medical Center
3. Bnai Zion Medical Center
4. Hillel Yaffe Medical Center
5. Ziv Medical Center
6. Hospital for the Western Galilee (Medical Center)

### **CLUSTER C: CLALIT OWNED MEDICAL CENTERS**

1. Beilinson Rabin Medical Center
2. Carmel Medical Center
3. Golda-Hasharon Medical Center
4. Kaplan Medical Center
5. Soroka Medical Center
6. Haemek Medical Center
7. Meir Medical Center
8. Schneider Children's Medical Center

## APPENDIX 2

### INITIAL DATA REGARDING THE MEDICAL CENTERS

#### Overview of the Medical Centers

Cluster	Owner of the Medical Centers	Number of Medical Centers per Cluster	Built area (1000 m <sup>2</sup> )	Total Number of Buildings In Cluster	Annual Energy Costs per Cluster (NIS)	Annual Energy Costs per Cluster (USD) *
A	The Ministry of Health	5	752	254	100,165,841	26,832,532
B	The Ministry of Health	6	607	207	73,865,529	19,787,176
C	Clalit Health Care	8	659	-	104,985,743	28,123,692
<b>Total</b>		<b>19</b>	<b>2,018</b>		<b>279,017,113</b>	<b>74,743,400</b>

\* Conversion between NIS/USD was performed according to the average conversion rate 1 USD = 3.733 NIS.

Disclaimer:

The provision of this information is subject to Section 2.12 (Information Supplied to the Participants) of this Invitation.

## Cluster A – Medical Centers Owned by the Ministry

General Information				Total Per Cluster		
Medical Center	City	Built area (1000 m <sup>2</sup> )	Num. of buildings	Total Energy Costs Including V.A.T	Built Area (1000 m <sup>2</sup> )	Num. of Buildings
Wolfson Medical Center	Holon	82	7	<b>100,165,841</b>	<b>752</b>	<b>254</b>
Poria Medical Center	Tiberias	45	15			
Rambam Medical Center	Haifa	110	29			
Sheba Medical Center at Tel Hashomer	Ramat Gan	450	200			
Barzilai Medical Center	Ashklon	65	3			

Comments:

1. The Energy consumption and costs are annual and refer to the year 2010.
2. All Costs presented in NIS include 16% V.A.T.

Disclaimer:

The provision of this information is subject to Section 2.12 (Information Supplied to the Participants) of this Invitation.

## Cluster A - Continued

Medical Center	Energy Consumption and Costs								
	Fuel Oil		LPG		Diesel		Electricity		Total Costs
	Fuel Oil (tones)	NIS	LPG (tones)	NIS	Diesel (1000lt)	NIS	Electricity (1000KWH)	NIS	
Wolfson Medical Center	0	0	0	0	993.30	5,427,071	18,071.70	7,106,913	12,533,984
Poria Medical Center	0	0	0	0	471	2,000,000	90,006	3,500,000	5,500,000
Rambam Medical Center	0	0	0	0	1,037	6,428,551	36,217	14,000,000	20,428,551
Sheba Medical Center at Tel Hashomer	0	0	2,550	8,200,000	450	2,000,000	85,000	40,000,000	50,200,000
Barzilai Medical Center	0	0	539.10	3,191,000	658.70	3,576,561	13,999	4,735,745	11,503,306

## Cluster B – Medical Centers Owned by the Ministry

General Information				Total Per Cluster		
Medical Center	City	Built area (1000 m <sup>2</sup> )	Num. of buildings	Total Energy Costs Including V.A.T	Built Area (1000 m <sup>2</sup> )	Num. of Buildings
Tel Aviv Sourasky Medical Center (Ichilov)	Tel Aviv	198	18	<b>73,865,529</b>	<b>607</b>	<b>207</b>
Assaf Harofeh Medical Center	Rishon LeZion	137	125			
Bnai Zion Medical Center	Haifa	48	6			
Hillel Yaffe Medical Center	Hadera	57	40			
Ziv Medical Center	Tzfat	44	5			
Hospital for the Western Galilee (Medical Center)	Naharia	123	13			

Comments:

1. The Energy consumption and costs are annual and refer to the year 2010.
2. All Costs presented in NIS include 16% V.A.T.

Disclaimer:

The provision of this information is subject to Section 2.12 (Information Supplied to the Participants) of this Invitation.

## Cluster B - Continued

Medical Center	Energy Consumption and Costs								Total Costs
	Fuel Oil		LPG		Diesel		Electricity		
	Fuel Oil (tones)	NIS	LPG (tones)	NIS	Diesel (1000lt)	NIS	Electricity (1000KWH)	NIS	
Tel Aviv Sourasky Medical Center (Ichilov)	0	0	0	0	1,060	6,795,280	48,112	18,692,240	<b>25,487,520</b>
Assaf Harofeh Medical Center	505	1,087,819	126.70	452,444	189.20	896,571	32,402	12,759,409	<b>15,196,243</b>
Bnai Zion Medical Center	0	0	0	0	724	3,846,964	12,562	4,962,146	<b>8,809,110</b>
Hillel Yaffe Medical Center	0	0	271.89	1,132,775	130.37	619,178	15,764.32	5,728,278	<b>7,480,231</b>
Ziv Medical Center	401	921,897	0	0	35.20	188,786	7,891.50	2,679,792	<b>3,790,475</b>
Hospital for the Western Galilee (Medical Center)	0	0	0	0	994	5,323,634	20,346.60	7,778,316	<b>13,101,950</b>

### Cluster C – Medical Centers Owned by Clalit

General Information				Total Per Cluster		
Medical Center	City	Built area (1000 m <sup>2</sup> )	Num. of buildings	Total Energy Costs Including V.A.T	Built Area (1000 m <sup>2</sup> )	Num. of Buildings
Beilinson Medical Center	Petach Tikva	120		<b>104,985,743</b>	<b>659</b>	-
Carmel Medical Center	Haifa	43				
Golda-Hasharon Hospital	Petach Tikva	24				
Kaplan Medical Center	Rehovot	85				
Soroka Medical Center	Be'er Sheva	172				
Haemek Medical Center	Afula	68				
Meir Medical Center	Kfar Sava	105				
Schneider Children's Medical Center	Petach Tikva	42				

Comments:

1. All Costs are presented in NIS include 16% V.A.T.
2. The data in Cluster C is based on average calculations.
3. The energy consumption and costs are annual and refer to the year 2009.

Disclaimer:

The provision of this information is subject to Section 2.12 (Information Supplied to the Participants) of this Invitation.

### Cluster C - Continued

Medical Center	Energy Consumption and Costs								Total Costs
	Fuel Oil		LPG		Diesel		Electricity		
	Fuel Oil (tones)	NIS	LPG (tones)	NIS	Diesel (1000lt)	NIS	Electricity (1000KWH)	NIS	
Beilinson Medical Center	-	-	-	-	947	4,968,717	32,140	13,825,000	<b>18,793,717</b>
Carmel Medical Center	-	-	-	-	382	2,004,277	12,220	5,392,000	<b>7,396,277</b>
Golda-Hasharon Medical Center	-	-	-	-	164	860,475	6,780	3,037,000	<b>3,897,475</b>
Kaplan Medical Center	-	-	-	-	551	2,890,985	20,180	8,910,000	<b>11,800,985</b>
Soroka Medical Center	-	-	-	-	1,150	6,033,817	47,760	20,902,000	<b>26,935,817</b>
Haemek Medical Center	-	-	-	-	590	3,095,610	16,300	7,300,000	<b>10,395,610</b>
Meir Medical Center	-	-	-	-	892	4,680,143	28,900	12,491,000	<b>17,171,143</b>
Schneider Children's Medical Center	-	-	-	-	400	2,098,719	16,090	6,496,000	<b>8,594,719</b>

## **APPENDIX 3**

### **LIST OF ADVISORS**

The following are the advisors to the Tender Committee:

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