

THE STATE OF ISRAEL

INVITATION FOR PRE-QUALIFICATION

No. 8/2024

**FOR PARTICIPATION IN A TENDER FOR THE
FINANCE, DESIGN, CONSTRUCTION, OPERATION,
MAINTENANCE AND TRANSFER OF ENHANCED
TREATMENT FACILITY (ETF) OF SHAFDAN WWTP
EFFLUENT**

August 2024

Updated to Addendum no.5

1. INVITATION FOR PRE-QUALIFICATION

1.1. General Introduction

The Government of Israel (the "**Government**"), acting on behalf of the State of Israel (the "**State**"), through the Ministry of Energy, the Ministry of Finance, the Water Authority and Mekorot Water Company Ltd. (all are acting through the Tender Committee), initiated a project, to be carried out by the Private Sector, for the finance, design, construction, operation, maintenance and transfer of enhanced treatment facility (ETF) to effluent of the "Dan Region Wastewater Treatment Plant" (Shafdan), by the Private Sector, of initial capacity of approximately 170,000 m³ per day and final capacity of approximately 420,000 m³ per day (respectively, the "**Project**" and the "**Facility**" or "**ETF**").

It is the intention of the Tender Committee to execute the Project so that the Private Sector will be required to finance, design, construct the Facility, and to operate and maintain the Facility for a period of twenty-four (24) years and eleven (11) months. At the end of the term of the Project, the Project will be transferred by the Concessionaire at no cost.

1.2. The Selection Process

The Tender Committee intends to select a Private Sector entity to execute the Project (the "**Concessionaire**") in the following stages:

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

1.3. The Pre-Qualification Process

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

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 provisions of this Invitation.

Pre-Qualification Submissions submitted by the Participants will be evaluated (on a Go / No-Go basis) by the Tender Committee in accordance with the provisions of this Invitation. Without derogating from the provisions of Sections 2.14 (Reservation of Rights) and 7 (Examination of the Pre-Qualification Submissions), at the end of its evaluation, the Tender Committee will announce the Eligible Participants.

1.4. The Tender Process

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 the Project.

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 State and/or Tender Committee's rights pursuant to Section 2.14 (Reservation of Rights), it is expected that the invitation to submit bids, including the procedures, requirements, selection criteria and the Project agreement (the "**Tender Documents**"), will be issued to Eligible Participants following the completion of the Pre-Qualification Process.

1.5. Invitation for Pre-Qualification

The Tender Committee hereby invites Entities or consortia of Entities (joint ventures), to participate in the Pre-Qualification Process, according to the terms and conditions of this Invitation.

1.6. Anticipated Schedule

Without in any way limiting the right of the Tender Committee to change (including 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:

- a. Questions submission deadline: ~~October 28th, 2024~~ November 28th, 2024.
- b. Pre-Qualification Submissions: ~~November 20th, 2024~~ January 28th, 2025 (13:00 Israel time).

1.7. General Description of the Project

- a. The Facility shall be situated at the vicinity of the Shafdan WWTP, as designated in the site drawing attached in **Appendix "B"** herein (the "**Site**").
- b. The Project shall be regulated by Statutory Plan (805/ממ), which is available (in Hebrew) at:
<https://mavat.iplan.gov.il/SV4/1/4090846/310>
- c. Without derogating from the provisions of Section 2.14 (Reservation of Rights), a general description of the Project is provided in **Appendix "B"**.

2. TENDERING RULES

2.1. Definitions

All terms used in this Invitation shall have the meaning ascribed thereto herein or in Appendix "A".

2.2. Governing Law and Jurisdiction

- a. The Pre-Qualification Process and Pre-Qualification Documents 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 ("**Regulations**").
- b. The attention of the Participants is also directed to the Trading with Enemy Ordinance 1939, the Law on Struggle Against Iran's Nuclear Program 2012, and the Prevention of Distributing and Financing of Weapon of Mass Destruction Law 2018.
- c. The applicable court at Jerusalem shall have the sole jurisdiction over all matters and all disputes arising in connection with the Pre-Qualification Process.

2.3. Waiver

- a. Each Participating Entity, who submits or participates in a Pre-Qualification Submission in accordance with these Pre-Qualification Documents, hereby waives any right to seek an interim (including injunction) relief of any nature, or any other remedy the effect of which would be a delay in the Pre-Qualification process, with any court, in any legal proceeding, with respect to this process, against the Tender Committee and/or anyone on its behalf and/or against any of the others Participants, including the Eligible Participants, and shall be prohibited from seeking an injunction in such process.
- b. The foregoing does not derogate from the obligation of any Participating Entity, and anyone on its behalf, to address the Tender Committee, in writing, with a specific and detailed claim or compliant.

2.4. Preparation for Submission

- a. 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 Pre-Qualification Documents, and that it accepts the terms and conditions thereof and all obligations and undertakings specified or implied therein.
- b. Each Participating Entity shall be deemed to have the knowledge of any relevant Law with respect to the Pre-Qualification Process, the tender process and the Project. The Pre-Qualification Submissions shall be prepared and submitted in accordance with any applicable Law, and the Participating Entities are assumed to have obtained professional advice with respect to the relevant disciplines, including legal, financial and constructional disciplines, for participating in the Pre-Qualification Process.

- c. The Participating Entities and the Pre-Qualification Submissions shall abide by the Laws. Participating Entities shall be subject to any changes in any of the Laws, should such changes be introduced during the Pre-Qualification Process.

2.5. The Invitation

- a. The Pre-Qualification Documents include this invitation for Pre-Qualification, its Appendices, the Pre-Qualification Forms and any other document issued by the Tender Committee during the Pre-Qualification Process (the "**Invitation**" or "**Pre-Qualification Documents**"). 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 will also be provided to all Participants in MS-Word format.
- b. In the event of discrepancies between any of the provisions of this Invitation, the most favorable provision to the Tender Committee, 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.

2.6. Severability

The invalidity or unenforceability of any part, provision or section of this Invitation 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 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.

2.7. Access to Documents and Purchase of the Invitation

- a. Any Entity wishing to participate in the Pre-Qualification Process may view the Pre-Qualification Documents, without any charge, at the offices of the Tender Committee, at the address set forth in Section 2.11.b) below, during Sunday-Thursday, between 9:30-14:30, subject to prior coordination with Ms. Liana Tsur, the Coordinator of the Tender Committee, phone no. 973-3-9778775; or by sending a request (via email address: PPP-SHAFDAN.ETF@inbal.co.il) to receive the Pre-Qualification Documents by email; or at the following website: <https://mr.gov.il/ilgstorefront/he>
- b. Entities wishing to participate in the Pre-Qualification Process or raise questions to this Invitation are requested to provide a payment of 5,000 NIS (five thousand NIS) (VAT included). No additional payment with respect to the Tender Documents will be charged from the Eligible Participants.
- c. The payment shall be made by any of the following methods:
 - (i) By an Israeli credit card - at the following website:
https://ecom.gov.il/counterspa/home/62/1/AccountantGeneral_1_FastLanes
 - (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 = IL370990011310010081303
Text in Field 72: TTC/613
- d. Only Entities which have provided such payment as described in Section 2.7(a) may raise questions to this Invitation, as provided in Section 2.11 (Clarification of this Invitation), and participate in the Pre-Qualification Process, as provided in Section 4.3 (Receipt of Purchase).
- e. It is hereby clarified that an Entity which has not provided such payment may submit a Pre-Qualification Submission, provided that the right to participate pursuant to such payment was assigned or transferred to it from an Entity entitled to participate. A person or an Entity may provide such payment on behalf of another Entity. For the avoidance of doubt, one (1) such payment shall entitle the submission of one (1) Pre-Qualification Submission.
- f. It is hereby emphasized that the sale or purchase of this Invitation does not constitute any recognition of an Entity's (including a Participant's) eligibility, qualifications or competence to meet the requirements and terms of this Invitation and/or the Tender Documents.

2.8. Authorized Representative

- a. 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 the Participant (an "**Authorized Representative**").
- b. Participants shall submit a copy of the receipt for the purchase of the Invitation, as well as the Participant's contact details, to Ms. Liana Tsur, the Coordinator of the Tender Committee, via email address: PPP-SHAFDAN.ETF@inbal.co.il.
- c. It is hereby clarified that 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 Participant or anyone on its behalf, due to an error or omission with respect to any information provided by a Participant under this Section.

2.9. Cost of Participation in the Pre-Qualification Process

Any and all costs and expenses incurred by any Entities (including any Participating Entity) and anyone on their behalf and connected to their participation in the Pre-Qualification Process will be borne by such Entities. Entities will not be reimbursed or otherwise compensated by the Tender Committee for any costs or expenses so incurred thereby, including in the event of termination of the Pre-Qualification Process for any reason whatsoever.

2.10. Language of this Invitation

- a. This Invitation is published in English. However, the Tender Committee reserves the right to issue a Hebrew version of any part thereof.
- b. The Tender Committee reserves the right to conduct its business in Hebrew or English, including in meetings, discussions, negotiations, correspondences, protocols, written opinions etc.

2.11. Clarification of this 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. Any Entity which had purchased the Pre-Qualification Documents may raise questions and request clarifications or interpretations to this Invitation from the Tender Committee, in writing, 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. Amit Mirzai
Chairman of the Tender Committee
Co./ Ms. Liana Tsur
Coordinator 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) 977-8169
E-mail: PPP-SHAFDAN.ETF@inbal.co.il

With a copy to:

Ms. Michal Schwartz, Adv.
Lipa Meir & Co., Attorneys-at-law
2 Weizmann St., Tel-Aviv

Tel: (972-3) 607-0600
 Fax: (972-3) 607-0675
 E-mail: Michals@lipameir.co.il

- c. The requests for clarification shall be submitted both in a signed PDF file and in an (open for editing) MS-WORD file, at the following format:

Name of Participant	Clarification No.	Date [submission of request for clarification]	Pre-Qualification Document	Section	Subject	Clarification /Question
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- d. Although the Tender Committee has no obligation to clarify or interpret this Invitation, the Tender Committee may issue an Addendum for purposes of clarification or interpretation in response to such questions or requests, in accordance with the provisions of Section 2.12 (Addenda). Participants shall acknowledge receipt of any Addendum in the manner set forth in Section 2.12 (Addenda).
- e. In its response to a request for clarification, the Tender Committee may rephrase any request for clarification, including adding to the original wording or omitting from the original wording, as it shall deem fit under the circumstances. In any event the wording of the requests as included in the Addendum, shall not have any interpretive meaning unless such meaning is explicitly implied within the Addendum.
- f. Any request for clarification not responded by the Tender Committee shall be deemed rejected.
- g. The Tender Committee shall not be bound by, and Participants shall not rely on, any oral interpretation or clarification to this Invitation.
- h. Any questions or any requests for clarifications or interpretation of this Invitation raised by Participants at a later date than the deadline for the submission of questions as provided in this Section 2.11 will be accepted or rejected at the sole discretion of the Tender Committee.
- i. Without derogating from the rights reserved to the Tender Committee and without in anyway limiting its discretion, the Tender Committee will endeavor to avoid the issuance of Addenda to this Invitation following seven (7) days before the Pre-Qualification Submission Date.

2.12. 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 2.14 (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, at any time. Such revisions, if any, shall be announced by written Addenda to this Invitation.

- b. Copies of Addenda shall be published at the following website:
<https://mr.gov.il/gstorefront/he>
and shall also be furnished to all Entities or Participants who have previously purchased this Invitation.
- c. Participants are required to follow-up the website for such Addenda, and shall have no claim against the Tender Committee for not directly receiving any Addenda which has been published at the website.
- d. Should any Addendum result from any request for clarification or interpretation submitted by a Participant, the identity of that Entity or Participant shall not be disclosed.
- e. Receipt of requests submitted by Entities or Participants in accordance with the provisions of Section 2.11 (Clarification of this Invitation) will not restrict the discretion of the Tender Committee in any way, and it will be free to exercise its right under this Section 2.12 whenever it is of the opinion that this Invitation or any part thereof requires amendment or revision.
- f. Without derogating from the generality of the provisions of Section 1.6, 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.
- g. 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.

2.13. Conference

- a. The Tender Committee reserves the right to hold a conference ("**Conference**").
- b. It is hereby clarified that the participation of the Participant (or its Authorized Representative) in the Conference shall not be a Pre-Qualification Requirement nor a requirement for submission of the Pre-Qualification Submissions, and shall not be mandatory.
- c. At the Conference, the Tender Committee may answer questions referred to it by Participants in accordance with the provisions of Section 2.11 (Clarification of this Invitation).
- d. 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.

- e. 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 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.
- f. 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 2.12 (Addenda).

2.14. Reservation of Rights

- a. All Participants acknowledge that the Project 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 has not been completely formulated and the Tender Documents have not been completed. 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 the Tender Committee or anyone on their behalf with respect to the Project.

Furthermore, the State and the Tender Committee reserve the right to redefine the Project, including the location of the Site, the exact effluent quantities and flow rates to be supplied by the Concessionaire, the terms and conditions for the Project's execution, and the terms and conditions for the selection of the Concessionaire (including additional pre-qualification or minimum requirements), as it shall deem appropriate.

For the removal of doubt, 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 or any future proceedings which will be conducted with respect thereto, including the tender process.

- b. Even though the State and the Tender Committee express their intention to carry out a tender process for the selection of a Concessionaire for the Project, the issuance of this Invitation is not intended to guarantee the initiation, execution or the implementation of the Project or any part thereof.

- c. It is expressly understood that any reliance by any Entity (including Participating Entity) on any information or intention in their Pre-Qualification Submissions and the making of any deductions, interpretations or conclusions from the intention or information which is made available by the State, the Tender Committee and/or Mekorot, is at the Entity's sole responsibility.
- d. The State, the Tender Committee, Mekorot and/or anyone on their behalf, shall not be responsible in any respect to any loss or damage whatsoever suffered by any Entity, their employees, officers, agents, or any other persons for whom any Entity may be contractually or legally responsible or accountable, by reason of any use of information contained in this Invitation or provided in connection therewith, or any action or forbearance in reliance thereon.
- e. Without derogating from the generality of the above, 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, at any time, as it shall deem appropriate.
- f. Under the circumstance described herein, and without derogating from the provisions of Section 2.7 (Access to Documents and Purchase of the Invitation), neither the State nor the Tender Committee nor anyone on their behalf shall be responsible in any respect to any loss or damage whatsoever suffered by any Entity or 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 or the Participant, their employees, officers, agents, or any other persons for whom the Entity or Participant may be contractually or legally responsible or accountable.
- g. The State and the Tender Committee may publish a new invitation to pre-qualify or other proceedings with respect to the Project, which may include other pre-qualification requirements, or require additional pre-qualification or minimum requirements in the Tender Documents, or invite or not the Participants to take part in such process, or execute the Project or any part thereof, in any other way deemed appropriate.

2.15. Advisors to the Tender Committee

- a. The Participant and any Participating Entity, shall refrain, during the Pre-Qualification Process, the tender process and the Project, from creating or maintaining a conflict of interests, including a conflict of interest which may arise as a result of engaging employees, advisors or sub-contractors of the Tender Committee.
- b. Without derogating from the foregoing, **Appendix "C"** 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.

- c. The advisors listed in **Appendix "C"** are not permitted to participate in the Pre-Qualification Process and/or the tender process or the Project, other than as advisors to the Tender Committee, without the prior written approval of the Tender Committee.
- d. The Tender Committee reserves the right, from time to time, to release any advisor or to engage additional advisors, update or otherwise amend **Appendix "C"** as it shall deem appropriate under the circumstances.
- e. The Participant is required to notify the Tender Committee of any engagement between any Participating Entity and an advisor listed in **Appendix "C"**.
- f. Without derogating from the provisions of this Section 2.15 (Advisors to the Tender Committee) and from any and all of the Tender Committee's rights under the Pre-Qualification Documents and under any Law, the Tender Committee shall be entitled, at its sole discretion, to take any action required to ensure the absence of a conflict of interests including, inter alia, request to amend the terms of any engagement of an Advisor, to disqualify a Participating Entity from participating in the Pre-Qualification Process or to impose further restrictions with respect to their participation in the Pre-Qualification Process, as the Tender Committee shall deem fit.

2.16. Intellectual Property Rights

The Invitation documents and any and all intellectual property right therein are exclusively owned by the State 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

3.1.1. Definition of a Participant

A Participant shall mean: (i) a single Entity which complies with all the requirements of this Invitation pertaining to a Member; or (ii) a number of Entities, each of which complies with all the requirements of this Invitation pertaining to a Member, acting jointly for the purpose of submitting a Pre-Qualification Submission ("**Participant**").

The incorporation of a Participant as a sole purpose company will only be required during the Tender Process pursuant to Section 3.11 of this Invitation.

3.1.2. Content and Format of the Submission

In order to, *inter alia*, demonstrate compliance with the requirements specified under Section 3.1.1 (Definition of a Participant), Pre-Qualification Forms "A" and "B" should be duly completed and signed by the Participant.

3.2. Members of the Participant

3.2.1. Definition of Members of a Participant

Members of a Participant shall mean each of the Entities committed to directly hold shares or other interests in the Participant, as evidenced by Pre-Qualification Form "B", each of which complies with all of the following ("**Member**"):

- a. A Member of a Participant must be duly incorporated and validly existing under the laws of the jurisdiction in which such a Member was incorporated;
- b. It's most recent Financial Statements do not include a "going concern notice", as described in provisions of Section 5.5.7 (Going Concern);
- c. A Member of a Participant (including Interested Parties in the Member, provided that with respect to the directors or CEO thereof - only if they are involved in the Pre-Qualification Process and/or the tender process), shall not be residents of or domiciled (citizens) in a state which does not have diplomatic relations with the State;
- d. A Member of a Participant who is incorporated in or is a resident of the State must Maintain its books and records in accordance with the Israel Income Tax Ordinance and the Value Added Tax (VAT) Law.

Non-Israeli Members of a Participant must comply with the equivalent laws, if any, in their respective jurisdictions; and
- e. A Member of a Participant (including the office holders thereof which are involved in the Pre-Qualification Process and/or the tender process) is not a Declared Entity and it is not a Related Entity of a Declared Entity.

3.2.2. Content and Format of the Submission

In order to, *inter alia*, demonstrate compliance with the requirements specified under Section 3.2.1 (Definition of Members of a Participant), Pre-Qualification Forms "C" should be duly completed and signed by each Member.

3.3. Major Subcontractors

3.3.1. Definition of a Major Subcontractor

- a. For the purpose of executing the Project, the Eligible Participant shall be required to engage, during the tender process, as shall be further elaborated in the Tender Documents:
 - (i) a sole purpose EPC Contractor - which shall assume on a "back-to-back" basis the design and construction obligations of the Concessionaire vis-à-vis the State under the Agreement; and
 - (ii) a sole purpose O&M Contractor - which shall assume on a "back-to-back" basis the operation and maintenance obligations of the Concessionaire vis-à-vis the State under the Agreement.
- b. For the purpose of this Pre-Qualification Documents, "Major Subcontractors" are any of the anticipated members of the EPC Contractor, as is evidenced by Pre-Qualification Form "D", and/or any of the anticipated members of the (future) O&M Contractor ("**Major Subcontractor**").
- c. For the avoidance of doubt, a Major Subcontractor does not have to be a Member of the Participant.
- d. Each of the Major Subcontractors shall comply with the following:
 - (i) A Major Subcontractor must be duly organized and validly existing under the laws of the jurisdiction in which such a Major Subcontractor was organized;
 - (ii) Its most recent Financial Statements do not include a "going concern notice", as described in provisions of Section 5.5.7 (Going Concern);
 - (iii) A Major Subcontractor (including Interested Parties in the Major Subcontractor, provided that with respect to the directors or CEO thereof - only if they are involved in the Pre-Qualification Process and/or the tender process), shall not be a resident of or domiciled (citizen) in a state which does not have diplomatic relations with the State.
 - (iv) A Major Subcontractor (including the office holders thereof which are involved in the Pre-Qualification Process and/or the tender process) is not a Declared Entity and it is not a Related Entity of a Declared Entity.

3.3.2. Content and Format of the Submission

In order to, *inter alia*, demonstrate compliance with the requirement specified under Section 3.3.1. (Definition of a Major Subcontractor), Pre-Qualification Forms "D", "E" and "F" should be duly completed and signed by the Participant and the relevant Major Subcontractor.

3.4. Experience Providers

3.4.1. Definition of Experience Providers

a. At this Pre-Qualification Process, the Participant has to present the following Experience Providers, for the purpose of demonstrating compliance with the Pre-Qualification Requirements ("**Experience Provider**"):

- (i) ~~[reserved]the Process Expert – as detailed in Section 5.1 (Process Expert);~~
- (ii) the DB Expert - as detailed in Section 5.2 (DB Expert);
- (iii) the EPC Expert - as detailed in Section 5.3 (EPC Expert) (if relevant - see Sections 5.2.4 and 5.3);

a1. The attention of the Participants is drawn to the fact that the Eligible Participants (as declared under this Pre-Qualification Process) will be required to present a Process Expert which shall comply with the Pre-Qualification Requirements detailed in Section 5.1 (Process Expert).

The submission of the Process Expert to the approval of the Tender Committee will be after the declaration of the Eligible Participants and prior to the submission of the bids, at an exact stage as will be determined by the Tender Committee and in accordance with the instructions to be set by the Tender Committee.

The Process Expert will also be considered an Experience Provider and will be subject to the provisions of this Invitation and the Tender Documents relating to Experience Providers.

b. It is further expected that pursuant to the Tender Documents, the Successful Bidder (and only the Successful Bidder) will be required to present an O&M Expert which shall comply with the Pre-Qualification Requirement detailed in Section 5.4 (O&M Expert).

c. each of the Experience Providers shall comply with the following:

- (i) An Experience Provider must be duly organized and validly existing under the laws of the jurisdiction in which such an Experience Provider was organized;
- (ii) It's most recent Financial Statements do not include a "going concern notice", as described in provisions of Section 5.5.7 (Going Concern);

- (iii) An Experience Provider (including Interested Parties in the Experience Provider, provided that with respect to the directors or CEO thereof - only if they are involved in the Pre-Qualification Process and/or the tender process), shall not be a resident of or domiciled (citizen) in a state which does not have diplomatic relations with the State.
- (iv) An Experience Provider (including the office holders thereof which are involved in the Pre-Qualification Process and/or the tender process) is not a Declared Entity and it is not a Related Entity of a Declared Entity.
- (v) Each Experience Provider may participate in only one Pre-Qualification Submission.

3.4.2. Content and Format of the Submission

In order to, inter alia, demonstrate compliance with the requirement specified under Section 3.4.1 (Definition of Experience Providers), Pre-Qualification Forms "E" and "F" should be duly completed and signed by the Participant and the relevant Experience Provider.

For the removal of doubt, if the Experience Provider is also a Major Subcontractor, namely - it is an anticipated member of the EPC Contractor, Pre-Qualification Forms "E" and "F" should be filled by it only one time.

3.5. Participation of Entities Involved in the Mekorot Pilot

- a. Entities that have been involved in the Mekorot Pilot (as further described in Appendix "B"), including as contractors and/or suppliers, shall not be prevented from participating in the Pre-Qualification Process (and the tender process), in any capacity.
- b. Participants may apply the Tender Committee, in accordance with Section 2.11 of the Invitation, with a request to receive samples of Shafdan effluent in order to carry out independent examinations and tests.
- c. Prior to the submission of Bids in the Tender, the Eligible Participants shall be provided with the detailed pilot report, as shall be further detailed in the Tender Documents.

3.6. Participation in One Pre-Qualification Submission

- a. Each Participant may submit only one Pre-Qualification Submission.
- b. Each Member and each Guarantor may participate in only one Participant.
- c. Each Major Subcontractor may participate in only one Pre-Qualification Submission.
- d. Each Experience Provider may participate in only one Pre-Qualification Submission.
- e. For the purpose of the provisions of this Section 3.6, the terms "Member", "Guarantor", "Major Subcontractor" and "Experience Provider", shall be deemed to include any Entity which exercises Control over such Member, Guarantor, Major Subcontractor or Experience Provider, an Entity under the common Control of such Member, Guarantor,

Major Subcontractor or Experience Provider, and an Entity Controlled by such Member, Guarantor, Major Subcontractor or Experience Provider.

- f. The limitations on participation pursuant to this Section 3.6, shall not apply to Entities which are under the direct common Control of a government or government authority or department.

3.7. Participation of Government Companies

- a. Companies budgeted by the State as defined under Section 21 of the State Budget Law 1985 [יגוף מתוקצב], Municipal Companies or subsidiaries thereof as defined under Section 21 of the State Budget Law, 1985, Companies supported by the State as defined under Section 32 of the State Budget Law 1985 [יגוף נתמך], and/or Companies subject to the provisions of the Government Companies Law 1975 and/or any Entity incorporated by Law (a statutory corporation), are not permitted to participate in the Pre-Qualification Process either as a Participant, as a Member of a Participant, as a Guarantor, as a Major Subcontractor nor as an Experience Provider of a Participant.
- b. For the removal of doubt, the above does not apply to non-Israeli public Entities.
- c. The above shall not apply to an Institution of Higher Education, if such institution only participates in the Pre-Qualification Process in the capacity of an investor in a Private Investment Fund.

3.8. Promotion of Competition and Reduction of Concentration Law

- a. Participants are hereby informed that additional limitations in relation to the participation in this Pre-Qualification Process may be imposed due to the Promotion of Competition and Reduction of Concentration Law, 5774-2013 (if applicable).
- b. The participation of a Participating Entity in any stage of the Pre-Qualification Process and tender process will be subject to any further instructions, restrictions or conditions, issued by the Tender Committee or by any other applicable body pursuant to the Competition Law, including without limitation following the Pre-Qualification Process.
- c. To the extent that any limitation is imposed pursuant to this Law, the Tender Committee will favorably consider allowing changes required for the removal of such limitation, including changes to the composition of the Participant, Member, Guarantor, Major Subcontractor and/or Experience Provider, and to the Pre-Qualification Submission, provided that following such changes, the Participant shall meet the Pre-Qualification Requirements.

3.9. Security Considerations

Participants are hereby informed that new conditions, limitations, prohibitions, or restrictions may be imposed with respect to the participation of a Participating Entity in the Pre-Qualification Process, the tender process or in the Project, due to security considerations, all in accordance with the applicable Law.

To the extent that any such limitation is imposed, the Tender Committee will favorably consider allowing changes required for the removal of such limitation, including changes to the composition of the Participant, Member, Guarantor, Major Subcontractor and/or Experience Provider, and to the Pre-Qualification Submission, provided that following such changes, the Participant shall meet the Pre-Qualification Requirements.

3.10. Participation in multiple capacities

In the event an Entity participates in the process in more than one capacity (role), such Entity shall comply with the all the requirements pertaining to each such capacity.

3.11. Formation of a Single Purpose Company

Following completion of the Pre-Qualification Process, in order to participate in the tender process and submit a bid, it is expected that each Eligible Participant will be required to form a new 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 the Project (if eventually selected to do so) (the "**Single Purpose Company**" or "**SPC**").

The shares and other interests in the SPC will be held by the Members who participated, through the Participant, in the Pre-Qualification Submissions, 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 "B".

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.

4.2. Description of the Participant, Members, the Major Subcontractors and the Experience Providers

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 (Members of the Participant), 3.3 (Major Subcontractors) and 3.4 (Experience Providers).

4.3. Receipt of Purchase

Each Participant shall include in its Pre-Qualification Submission a copy of the receipt for payment, or a written approval from the Office of the Accountant General, for the purchase of the Invitation by the Participant or any one of its Members.

4.4. 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).

5. PRE-QUALIFICATION REQUIREMENTS

- a. Each Participant will be required to demonstrate its compliance with:
- (i) all of the professional pre-qualification requirements detailed in ~~Section 5.1 (Process Expert)~~, Section 5.2 (Design & Build Expert), and if relevant - also Section 5.3 (EPC Expert5.3); and
 - (ii) all of the financial pre-qualification requirements detailed in Section 5.5 (Financial Pre-Qualification Requirements).

(each, a "Pre-Qualification Requirement" and collectively "Pre-Qualification Requirements").

- a1. The attention of the Participants is drawn to the fact that the Eligible Participants (as declared under this Pre-Qualification Process) will be required to present a Process Expert which shall comply with the Pre-Qualification Requirements detailed in Section 5.1 (Process Expert).

The submission of the Process Expert to the approval of the Tender Committee will be after the declaration of the Eligible Participants and prior to the submission of the bids, at an exact stage as will be determined by the Tender Committee and in accordance with the instructions to be set by the Tender Committee.

- b. The attention of all Participants is drawn to the fact that it is expected that pursuant to the Tender Documents, the Successful Bidder (and only the Successful Bidder) will be required to present an O&M Expert which shall comply with the Pre-Qualification Requirement detailed in Section 5.4 (O&M Expert).
- c. For the removal of doubt, the same project may be presented pursuant to Sections 5.1, 5.2 and 5.3 (or any of them).
- d. For the removal of doubt, the same Entity may act as the (future) Process Expert and DB Expert, or as the (future) Process Expert and EPC Expert, provided that it meets all of the relevant conditions relating to such Experience Providers.

5.1. Process Expert

5.1.1. Experience

The attention of all Participants is drawn to the fact that the Eligible Participants will be required to present a Process Expert which complies with the following requirements:

a. The Eligible Participant will be ~~is~~ required to demonstrate that either it, or one of its Members, one of its Major Subcontractors or an Experience Provider (the "**Process Expert**"), has performed the Process Design, and was involved in the supervision of the construction, commissioning and acceptance tests, of **all** of the following facilities:

(1) ~~a~~-municipal Tertiary WWTP(s) (one or two), with accumulated design treatment capacity of not less than 70,000 m³/day;

"Tertiary WWTP" - A municipal wastewater treatment plant that includes purification with biological treatment followed by electromechanical filtration and by disinfection.

(2) an effluent treatment facility or WWTP, which is based on MBR technology, with design treatment capacity of not less than 30,000 ~~35,000~~ m³/day;

"MBR" - Membrane Bio-Reactor technology, applying ultrafiltration or microfiltration, in combination with biological process to reduce nutrient concentration in wastewater or effluent.

(3) ~~a~~-water or effluent treatment facility(ies) (one or two), which is based on Ozonation technology, with accumulated design treatment capacity of not less than 30,000 ~~35,000~~ m³/day; and

"Ozonation" - treatment with ozone dosing for intensive oxidation - for chemical and pathogen reduction.

(4) water or effluent treatment facility(ies) (one or two), which is based on UV technology, with accumulated design treatment capacity of not less than 30,000 ~~35,000~~ m³/day;

"UV" - Ultra Violet reactor for disinfection with direct lamp contact to treated water - for pathogen reduction.

Alternatively, the Participant may present an Experience Provider demonstrating compliance (only) with the requirements under Sub-sections (1), (2) and (4) above, and another Experience Provider demonstrating compliance with the requirement under Sub-section (3) above. Under this alternative, the Experience Provider demonstrating compliance with Sub-sections (1), (2) and (4) shall actually perform and supply the process design of the Facility and will be solely responsible for the process design (as provided in Section 5.1.4 below), and the other Experience Provider shall perform as its subcontractor.

- b. For the removal of doubt, the Process Expert may rely on the same facility in order to demonstrate compliance with more than one of the four (4) items required above.
- c. The Construction Completion of each such facility must have taken place no earlier than ~~1.1.2010~~ 1.1.2008, and it must have been in operation for at least eighteen (18) ~~twenty four (24)~~ consecutive months.
- d. Such project may also be an expansion of an existing original facility, provided that the expansion has been Completed no earlier than ~~1.1.2010~~ 1.1.2008. For the removal of doubt, in the event that the construction of the original facility was completed prior to ~~1.1.2010~~ 1.1.2008, then for purposes of calculating the treatment capacity, only the scope (treatment capacity) of the expansion shall be taken into account.
- e. With respect to a Tertiary WWTP under Section 5.1.1(a)(1) and/or a WWTP under Section 5.1.1(a)(2), the project may also be the upgrading of a secondary WWTP to a Tertiary WWTP, provided that the upgrading project has been Completed no earlier than 1.1.2008.

5.1.2. [Reserved]

5.1.3. [Reserved] ~~Content and Format of the Submission~~

~~In order to demonstrate compliance with the Pre-Qualification Requirement specified under Section 5.1.1 (Experience), Pre-Qualification Forms "F" and "G" should be duly completed and submitted. Participants are encouraged to present as many reference projects as possible in order to demonstrate their compliance with the Pre-Qualification Requirement specified in Section 5.1.1 (Experience).~~

5.1.4. The Tender Process - Expected Requirement

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 demonstrate that the Process Expert is the entity which will actually perform and supply the process design of the Facility, as a subcontractor of the EPC Contract.

For the removal of doubt, the Process Expert shall not be required to hold rights in the EPC Contractor.

5.2. Design & Build Expert

5.2.1. Experience

The Participant is required to demonstrate that either it, one of its Members, one of its Major Subcontractors or an Experience Provider (The "**DB Expert**"), was responsible for the General Design (as such term is defined in Appendix "A", and not necessarily including Process Design) and has constructed and commissioned, as the Main Contractor, ~~at least up to either one or two (2)~~ water, effluent and/or wastewater treatment facilities, with accumulated design production capacity of not less than ~~65,000 70,000~~ m³/day; of which (at least) one (1) facility is either (i) a desalination facility based on membranes technology or WWTP MBR or other membrane based treatment facility, with design treatment capacity of not less than 30,000 m³/day, or (ii) Tertiary WWTP with accumulative design production capacity of not less than 30,000 m³/day.

The Construction Completion of each such facility must have taken place no earlier than 1.1.2008, and it must have been in operation for at least ~~eighteen (18) twenty-four (24)~~ consecutive months.

Such project may also be an expansion of an existing original facility, provided that the expansion has been Completed no earlier than 1.1.2008. For the removal of doubt, in the event that the construction of the original facility was completed prior to 1.1.2008, then for purposes of calculating the production capacity, only the scope (production capacity) of the expansion shall be taken into account.

5.2.2. Execution as part of a Sole Purpose Entity

For purposes of demonstrating compliance with the Pre-Qualification Requirements specified in Section 5.2.1, the DB Expert is allowed to present also project(s) which it executed as a part (member) of a sole purpose Entity, which was the Main Contractor of the project, provided that:

- a. the DB Expert held (directly, or indirectly through a wholly owned sole purpose holding company) at least 30% of the rights in the sole purpose Entity; and
- b. In case the sole purpose Entity was an unincorporated joint venture - the DB Expert was jointly and severally responsible for the execution of the project(s).

5.2.3. Content and Format of the Submission

In order to demonstrate compliance with the Pre-Qualification Requirement specified under Section 5.2.1 (Experience), Pre-Qualification Forms "F" and "H" should be duly completed and submitted. Participants are encouraged to present as many reference projects as possible in order to demonstrate their compliance with the Pre-Qualification Requirement specified in Section 5.2.1 (Experience).

5.2.4. The Tender Process - Expected Requirement

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 demonstrate that the DB Expert is either:

- a. A member of the EPC Contractor, holding at least 30% of the rights in the EPC Contractor; or
- b. A subcontractor of the EPC Contractor which has no holdings in the EPC Contractor. In this case, Participants will also be required to demonstrate compliance with Section 5.3 (EPC Expert) to this Invitation.

5.3. EPC Expert

5.3.1. Experience

- a. In the event that the DB Expert (as presented pursuant to Section 5.2 above) is an anticipated subcontractor of the EPC Contractor and has no anticipated holdings in the EPC Contractor, the Participant shall be required to demonstrate that either it, one of its Members or one of its Major Subcontractors (The "**EPC Expert**"), was responsible for the General Design (as such term is defined in Appendix "A", and not necessarily including Process Design) and has constructed and commissioned, as the Main Contractor, at least three (3) Process Facilities, as follows:

(a) two (2) Process Facilities, each with a total cost of not less than 40 million USD;

And -

(b) one (1) Process Facility with a total cost of not less than 100 million USD.

"Process Facility" - desalination facility, or water, effluent, reclaimed, wastewater or sludge treatment facility, or a chemical or petrochemical facility.

- b. The Construction Completion of each such facility must have taken place no earlier than 1.1.2008, and at least one (1) of them must have been in operation for at least twenty-four (24) consecutive months.
- c. Such project may also be an expansion of an existing original facility, provided that the expansion has been Completed no earlier than 1.1.2008. For the removal of doubt, in the event that the construction of the original facility was completed prior to 1.1.2008, then for purposes of calculating the project cost, only the scope of the expansion shall be taken into account.
- d. The project cost shall be calculated based on the official exchange rates last published by the Federal Reserve prior to the contract execution date, and shall exclude VAT.

5.3.2. Execution as part of a Sole Purpose Entity

For purposes of demonstrating compliance with the Pre-Qualification Requirements specified in Section 5.3.1, the EPC Expert is allowed to present also project(s) which it executed as a part (member) of a sole purpose Entity, which was the Main Contractor of the project, provided that:

- a. the EPC Expert held (directly, or indirectly through a wholly owned sole purpose holding company) at least 30% of the rights in the sole purpose Entity; and

- b. In case the sole purpose Entity was an unincorporated joint venture - the EPC Expert was jointly and severally responsible for the execution of the project(s).

5.3.3. Content and Format of the Submission

In order to demonstrate compliance with the Pre-Qualification Requirement specified under Section 5.3.1 (Experience), Pre-Qualification Forms "F" and "I" should be duly completed and submitted. Participants are encouraged to present as many reference projects as possible in order to demonstrate their compliance with the Pre-Qualification Requirement specified in Section 5.3.1 (Experience).

5.3.4. The Tender Process - Expected Requirement

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 demonstrate that the EPC Expert shall be required to hold at least 30% of the rights in the EPC Contractor.

5.4. O&M Expert

5.4.1. Experience

The attention of all Participants is drawn to the fact that it is expected, that pursuant to the Tender Documents, the Successful Bidder (and only the Successful Bidder) will be required to present an O&M Expert which complies with the following requirements:

The Successful Bidder will be required to demonstrate that either it, one of its Members or one of its Major Subcontractors (the "**O&M Expert**"), has operated and maintained, during a period of thirty six (36) continuous months within the period commencing on 1st January 2015 and ending upon the date of its submission for approval - up to three (3) water, effluent or wastewater treatment facilities, with accumulated design production capacity of not less than 60,000 m³/day; of which at least one (1) facility is a desalination facility based on membranes technology or Tertiary WWTP or MBR based treatment facility.

5.4.2. Execution as a Sole Purpose Entity

For purposes of demonstrating compliance with the Pre-Qualification Requirement specified in Section 5.4.1 (Experience), the O&M Expert will be allowed to present also project(s) which it executed as a part (member) of a sole purpose Entity, which was the Main Contractor of the project, provided that:

- a. The O&M Expert held (directly, or indirectly through a wholly owned sole purpose holding company) at least 30% of the rights in the sole purpose Entity; and
- b. In case the sole purpose Entity was an unincorporated joint venture - the O&M Expert was jointly and severally responsible for the execution of the applicable project(s).

5.4.3. The Tender Process - Expected Requirement

The attention of all Participants is drawn to the fact that it is expected, that pursuant to the Tender Documents, the O&M Expert shall be required to hold at least 30% of the rights in the O&M Contractor, and shall actually perform specific activities as shall be further described in the Tender Documents.

5.5. Financial Pre-Qualification Requirements

Each Participant is required to demonstrate its Members' compliance (by themselves or through a Guarantor as described in Section 5.5.8 below), with **all** the relevant Financial Pre-Qualification Requirements detailed below.

- a. Each Member of the Participant which is not a Financial Entity, is required to demonstrate compliance with all the requirements detailed in Sections 5.5.1 and 5.5.2 below ("**Alternative A**"), or alternatively - demonstrate compliance with the requirement detailed in Section 5.5.3 below ("**Alternative B**").
- b. Each Member of the Participant which is a Private Investment Fund is required to demonstrate compliance with the requirement detailed in Section 5.5.4 below.
- c. Each Member of the Participant which is an Institutional Investor is required to demonstrate compliance with the requirement detailed in Section 5.5.5 below.
- d. Each Member of the Participant which is an Investment Entity is required to demonstrate compliance with the requirement detailed in Section 5.5.6 below.

5.5.1. Financial Pre-Qualification Requirements; Operating Cash Flow

- a. Each Member of the Participant which is not a Financial Entity and chooses to demonstrate its compliance with the Financial Pre-Qualification Requirements according to Alternative A, is required to demonstrate that its Average Operating Cash Flow based on its Financial Statements for the last three (3) years, is not negative (either positive or equal to zero).

For the purpose of this Pre-Qualification Requirement, the Average Operating Cash Flow of the Member, shall be calculated in the following manner:

$$(CF_{(t)} + CF_{(t-1)} + CF_{(t-2)})/3$$

Where:

CF = The Member's annual operating cash flow for the relevant year, based on the Member's respective Financial Statement for that year.

t = year 2023; and if the Member has not yet published audited Financial Statements for year 2023 - then year 2022.

("Average Operating Cash Flow")

or:

- b. In the event that the Average Operating Cash Flow of the Member is negative, the Member is required to demonstrate that the ratio between the absolute value of (a) and (b) below is less than 25%:
 - (a) Shall be the lesser of:
 - (i) The Average Operating Cash Flow of the Member ; or -
 - (ii) The Operating Cash Flow of the Member for the last year (t).
 - (b) The Equity of the Member on 31 December of the last year (t), based on its Financial Statements for the last year (t), minus the Member's Required Equity (as defined below).

So that -

$$\frac{\text{ABS} [\min [(CF(t) + CF(t - 1) + CF(t - 2))/3], [CF(t)]]}{(\text{Equity}_{(t)} - \text{Required. Equity})} < 0.25$$

Where:

ABS [x] = the absolute value of X.

CF = the Member's Operating Cash Flow of the relevant year, based on its Financial Statements for that year.

Equity = the equity of the Member on 31 December of the last year (t), based on its Financial Statements for that year.

Required Equity = the equity required from the Member pursuant to Section 5.5.2 below.

t = year 2023; and if the Member has not yet published audited Financial Statements for year 2023 - then year 2022.

5.5.2. Financial Pre-Qualification Requirements; Equity

Each Member which is not a Financial Entity and chooses to demonstrate its compliance with the Financial Pre-Qualification Requirements according to Alternative A, is required to demonstrate equity of not less than NIS 1,300,000, for each one percent (1%) of Anticipated Holdings in the Participant, on 31 December of the last year (t), based on its Financial Statements for that year.

t = year 2023; and if the Member has not yet published audited Financial Statements for year 2023 - then year 2022.

5.5.3. Financial Pre-Qualification Requirements; Increased Equity

Each Member which is not a Financial Entity and chooses to demonstrate its compliance with the Financial Pre-Qualification Requirements according to Alternative B, is required to demonstrate equity of not less than NIS 4,000,000, for each one percent (1%) of Anticipated Holdings in the Participant, on 31 December of the last year (t), based on its Financial Statements for that year.

t = year 2023; and if the Member has not yet published audited Financial Statements for year 2023 - then year 2022.

5.5.4. Financial Pre-Qualification Requirements; Private Investment Fund

Any Member which is a Private Investment Fund, is required to demonstrate that as of the date commencing 14 days prior the Pre-Qualification Submission Date, the amount of Unutilized Commitments under its management is not less than NIS 4,000,000, for each one percent (1%) of its Anticipated Holdings in the Participant.

5.5.5. Financial Pre-Qualification Requirements; Institutional Investors

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

a. As of 31 December of the last year (t), its equity (excluding minimal equity required by Law, to the extent relevant) was not less than NIS 2,000,000 for each one percent (1%) of Anticipated Holdings in the Participant, based on the Member's Financial Statements for that year;

or:

b. As of 31 December of the last year (t), it managed assets with a net worth of not less than NIS 30,000,000 for each one percent (1%) of Anticipated Holdings in the Participant, based on the Financial Statements of the Member for the last year (t).

t = year 2023; and if the Member has not yet published audited Financial Statements for year 2023 - then year 2022.

5.5.6. Financial Pre-Qualification Requirements; Investment Entity

Any Member which is an Investment Entity, is required to demonstrate that as of 31 December of the last year (t), its equity (excluding minimal equity required by Law, to the extent relevant) was not less than NIS 2,000,000 for each one percent (1%) of Anticipated Holdings in the Participant, based on the Member's Financial Statements for that year.

t = year 2023 and if the Member has not yet published audited Financial Statements for year 2023 - then year 2022.

5.5.7. Going Concern

The most recent audited Financial Statements of each Member (even if relying on a Guarantor), Guarantor, Major Subcontractor and Experience Provider, shall not contain a "Going Concern Notice" (or a notice of similar effect).

For this purpose, each Member, Guarantor, Major Subcontractor and Experience Provider is required to submit its most recent audited Financial Statements.

If the relevant Entity has not yet published audited Financial Statements for year 2023, it is required to submit its audited Financial Statements for year 2022 and a statement by (i) both its CFO and CEO, or (ii) by an external auditor, stating the following:

"I hereby confirm that _____ [*name of the relevant Entity*] is not under any voluntary or involuntary bankruptcy process (liquidation or reorganization), or receivership or commencement of a similar insolvency proceedings, and there are no real doubts as to its ability to continue as a "Going Concern" (as such term is defined in the _____ Standard no. __ [*the Accounting Standards applicable to the relevant Entity*])".

5.5.8. **Reliance on a Guarantor**

- a. A Member which is not a Financial Entity, may demonstrate compliance with the Financial Pre-Qualification Requirements in Sections 5.5.1-5.5.2 or 5.5.3 (as the case may be) by relying on:
- (i) one Entity Controlling such Member; or
 - (ii) another Member (which will act as a Guarantor for such Member);
- ("Guarantor");**

Provided that the Guarantor itself complies (in aggregate) with all the Financial Pre-Qualification Requirements applicable to such Guarantor, and provided that the Guarantor complies with the requirements under Sections 3.2.1(a)-(e) (in the applicable changes) (including that both the Member and its Guarantor comply with the requirement under Section 5.5.7 (Going Concern) above).

A Member relying on a Guarantor shall attach to its Pre-Qualification Submission Pre-Qualification Form "K", duly executed by the Guarantor.

- b. A Member which is a sole purpose investment vehicle wholly held by a Private Investment Fund, may demonstrate compliance with the Financial Pre-Qualification Requirement in Section 5.5.4 by relying on the financial robustness of the Private Investment Fund ("**Guarantor**"), provided that the Guarantor complies with the requirements under Sections 3.2.1(a)-(e) (in the applicable changes) (including that both the Member and its Guarantor comply with the requirement under Section 5.5.7 (Going Concern)above).

A Member relying on a Guarantor shall attach to its Pre-Qualification Submission Pre-Qualification Form "K", duly executed by the Guarantor.

- c. In the event that the Guarantor is also a Member of the Participant, for the purpose of determining compliance with all Financial Pre-Qualification Requirements, the Anticipated Holdings of such Guarantor in the Participant will be deemed to also include all Anticipated Holdings of the Member seeking to rely on such Guarantor in the Participant

5.5.9. **Content and Submission Form**

- a. In order to demonstrate compliance with the Financial Pre-Qualification Requirements, the Participant shall submit the Financial Statements of each Member and each Guarantor (to the extent relevant) for the years 2023, 2022 and 2021. However, if the Member or Guarantor has not yet published audited Financial Statements for year 2023 - then its Financial Statements for years 2022, 2021 and 2020 shall be submitted.

Notwithstanding the above, if the financial results of any Member are not required in order to demonstrate compliance with Sections 5.5.1-5.5.2, 5.5.3, 5.5.4, 5.5.5 or 5.5.6 above (namely, excluding Section 5.5.7 above), and such Member does not have any of the required Financial Statements specified above, it shall not be required to submit such non-existent Financial Statements. Under such circumstances, it will be required to submit a statement by its CFO/CEO or external auditor, stating that the Member does not have such Financial Statements and the reason to this.

- b. Such Financial Statements shall be duly prepared and presented in accordance with one of the following:
- (i) Israeli GAAP (including Standard No. 51 of the Institute of Certified Public Accountants in Israel);
 - (ii) US GAAP (published by the FASB);
 - (iii) International Financial Reporting Standards (including, with respect to the cash flow statements, IAS (International Accounting Standards) IAS No. 7 and IFRS updates);
 - (iv) French GAAP;
 - (v) Spanish GAAP;
 - (vi) Hong Kong Financial Reporting Standards (HKFRS);
 - (vii) Chinese Accounting Standards (CAS);
 - (viii) Germany IFAD GAAP

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

Entities whose Financial Statements are presented based on acceptable accounting principles in their domicile, which are different from those specified in Sections (i)-(viii) above, are required to submit at least 30 days prior to the Pre-Qualification Submission Date a specific request to the Tender Committee in accordance with the provisions of Section 2.11 (Clarification of this Invitation) in order to receive its approval for submission of such Financial Statements; the Tender Committee will consider each request on a case by case basis, at its sole discretion, and may issue an Addendum as a result thereof.

- c. Without derogating from the generality of Section (b) 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

- d. An Entity whose Financial Statements do not include cash flow statements, shall provide such statements in accordance with the same accounting principles used in its Financial Statements, provided that such accounting principles are listed as one of the accounting principles set out in Sections (b)(i)-(viii) above, duly executed by the Entity's external auditors.

The above shall not apply to Financial Entities which the accounting principles applicable thereto does not require cash flow statements to be included in the audited Financial Statements.

With respect to a Member which is relying on a Guarantor, if the Financial Statements of such Member do not include a cash flow statement, such Member shall not be required to submit a cash flow statement pursuant to this Section (d).

- e. The Financial Statements will be provided either in English or in Hebrew, but in no other language.
- f. In the event of a reliance by a Participant or by a Member on a Guarantor, the Financial Statements of such Guarantor shall also be included (in addition to those of the Member), and shall be subject to the provisions of Section 5.5.8 (Reliance on a Guarantor) above.
- g. [reserved]
- h. In order to demonstrate compliance with the Financial Pre-Qualification Requirements specified in Section 5.5.4 (Financial Pre-Qualification Requirements; Private Investment Fund) above, a Member, who is a Private Investment Fund, is required to submit a statement by its CFO/CEO depicting the overall amount of the Unutilized Commitments, as required pursuant to the provisions of Section 5.5.4.
- i. In order to demonstrate compliance with the Financial Pre-Qualification Requirements, each Participant and Member, and the CEO or CFO of the Member, shall complete, execute and submit Pre-Qualification Forms "J" and/or "J₁" and/or "J₂" and/or "J₃", as applicable.
- j. Without derogating from the rights reserved by the Tender Committee in accordance with these Pre-Qualification Documents and pursuant to any Law, in the event of a discrepancy between the Financial Statements and the Pre-Qualification Forms, as applicable, the provisions of the Financial Statements shall prevail.

5.5.10. Exchange of Currency

- a. All of the financial figures included in the Pre-Qualification Documents must be submitted using New Israeli Shekels (NIS).

In the event that financial data (such as a Contract Value), or the Financial Statements, are presented using USD (US\$), Euro (€) or British Pounds (£), Hong Kong Dollar (HKD) or Chinese Yuan (CNY ¥), the financial data shall be converted to NIS in the following manner:

(i) Operating Cash Flow

The operating cash flow shall be converted to NIS in accordance with the average exchange rates for the relevant calendar fiscal year, as follows:

Calendar Fiscal Year	Currency	NIS (₪)
January 1, 2020, until December 31, 2020	1 USD (US\$)	3.4367
	1 EUR (€)	3.9252
	1 GBP (£)	4.4130
	1 HKD (HK\$)	0.4434
	1 CNY	0.4985
January 1, 2021, until December 31, 2021	1 USD (US\$)	3.2293
	1 Euro (€)	3.8196
	1 GBP (£)	4.4430
	1 HKD (HK\$)	0.4156
	1 CNY	0.5007
January 1, 2022, until December 31, 2022	1 USD (US\$)	3.3577
	1 Euro (€)	3.5361
	1 GBP (£)	4.1511
	1 HKD (HK\$)	0.4290
	1 CNY	0.4992
January 1, 2023, until December 31, 2023	1 USD (US\$)	3.6897
	1 Euro (€)	3.9895
	1 GBP (£)	4.5895
	1 HKD (HK\$)	0.4709
	1 CNY	0.5204

(ii) Equity

An Entity's equity shall be converted to NIS, in accordance with the following exchange rates, as follows:

Day	December 31, 2022	December 31, 2023
Currency	NIS (₪)	NIS (₪)
1 USD (US\$)	3.519	3.627
1 Euro (€)	3.753	4.0116
1 GBP (£)	4.2376	4.6209
1 HKD (HK\$)	0.4507	0.4633
1 CNY	0.5096	0.5098

(iii) Unutilized Commitments - the exchange rates applicable to 14 days prior to the Pre-Qualification Submission Date, shall be published by the Tender Committee at least 10 days prior to the Pre-Qualification Submission Date.

- b. An Entity whose financial data is presented in currencies other than NIS/US\$/€/£/HK\$/CNY (the exchange rates of which are presented 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.
- c. An Entity whose fiscal year, according to its place of registration, ends on a day other than December 31, is required to request the Tender Committee's consent 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 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 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.

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 result in the disqualification of the Pre-Qualification Submission and of the Participant. 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 2.11 (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 2.12 (Addenda), may be deemed unauthorized.

6.3. Language of the Pre-Qualification Submission

All the Pre-Qualification Submissions, including Pre-Qualification Forms and the statements contained therein, shall be submitted in English.

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

Supporting documents and printed literature furnished by a Participant in any other language should be accompanied by a translation to Hebrew or English (authenticated by a Public Notary or any other person who is legally qualified by law within his/her domicile to do so (in such case the translation shall be accompanied by a legal opinion explaining the legal basis for the local authentication process)), 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

- a. Each page of the Pre-Qualification Submission, including all Pre-Qualification Forms and appendices, shall be duly signed by the authorized signatories of the Participant and each of its Members, either by a wet inked signature or by a digital signature.

- b. Each form of the Pre-Qualifications Forms and any information submitted therein, shall be duly signed by the authorized signatories of the relevant Entity described in such form, as applicable.
- c. 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 relevant Entities which are required to sign on such documents may only sign the first and last pages of each of the binders and clearly indicate the number of pages of such binder.
- d. 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 signature (excluding signatures in initials only) on the signature page of each Pre-Qualification Form of the Participant, its Members, Guarantor(s), Major Subcontractors and Experience Providers within the Pre-Qualification Submission, there shall be a confirmation by an attorney (or any person who is legally qualified by law within his/her domicile to do so) that the signatory is authorized to commit such Entity in relation to the document on which such signatures appear.

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 confidential nature, and which in their mind should not be disclosed to the other Participants and the reasons for such assertion of confidentiality for each of the items identified as such.

For the removal of doubt, general confidentiality statements will be disregarded.

For the removal of doubt, the Tender Committee may allow the review of information which the Participant considers to be of a commercially sensitive or confidential nature, and to act in accordance with the provisions of Section 7.10 below.

6.7. Number of Pre-Qualification Submission Copies

A printed copy of the Pre-Qualification Submission must be submitted, and clearly marked so, as one (1) original and three (3) identical copies (four (4) altogether). Notwithstanding the above, a printed copy of the Financial Statements may be submitted in only one (1) copy (original).

Each printed copy shall include a disk-on-key containing the Pre-Qualification Submission, in its entirety, in PDF format.

In the event of a discrepancy between the original and the other Pre-Qualification Submission documents, and/or the disk-on-key, the original printed copy 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 Submission in separate envelopes. The envelopes shall then be sealed in an outer envelope or a box.

The envelopes and boxes shall be addressed to the Tender Committee at the following address:

Ms. Liana Tsur
Coordinator of the Tender Committee
Private Public Partnerships Division
Inbal Insurance Company Ltd.
Inbal House, 3 Arava St., 5th Floor
Airport City, P.O.B 282
Ben-Gurion Airport 7015103
Tel: (972-3) 977-8775

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 13:00 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 2.12 (Addenda).

6.10. Opening of Pre-Qualification Submissions

The Tender Committee will leave unopened any and all Pre-Qualification Submissions received after the Pre-Qualification Submissions Date specified in Section 6.9 (Pre-Qualification Submission Date). All unopened Pre-Qualification Submissions will be promptly returned to the applicable Participants.

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

7. EXAMINATION OF THE PRE-QUALIFICATION SUBMISSIONS

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

- a. The Tender Committee shall examine the Pre-Qualification Submissions in order to determine whether the Participants meet the requirements of this Invitation, including all Pre-Qualifications Requirements.
- b. The Pre-Qualification Submissions will not be graded by the Tender Committee.
- c. The Tender Committee will distinguish between the substantive requirement and the manner of proof of compliance therewith.
- d. The Tender Committee will be entitled to allow proof of compliance with any Pre-Qualification Requirement in a different way from that which was defined in this Invitation or in the Pre-Qualification Submission.
- e. Proof of compliance with any Pre-Qualification Requirement can be implemented, *inter alia*, in the following ways:
 - Presenting data or documents after the Pre-Qualification Submission Date, including information and documents that were generated or prepared after that date.
 - Presenting different data from that which was originally presented to the Tender Committee, including with respect to referenced projects other than those that were originally presented in the Pre-Qualification Submission.
 - All the data that has been placed before the Tender Committee, including data that was presented to it with respect to other pre-Qualification Requirements.
 - All data that has been placed before the Tender Committee including data that is in its possession or that came into its hands other than within the Pre-Qualification Process or the Pre-Qualification Submission.
 - Presenting data that refers to any of the Participating Entities, even if that Participant did not originally seek to rely on such data or such Entity.
- f. In cases where the manner of proof of compliance with a Pre-Qualification Requirement was not specified, Participants are entitled to provide satisfactory proof as they see fit.
- g. The Tender Committee will be entitled to exchange a Pre-Qualification Requirement for another equivalent requirement that fulfills the purpose of the original Pre-Qualification Requirement, or to waive and to forgive minor Deviations or immaterial Deviations from the Pre-Qualification Requirement.
- h. The Tender Committee will be entitled to ascribe the qualifications of one Entity to another Entity, even if such Entities are not identical.

- i. The Tender Committee shall have a wide discretion in examining, approving or disqualifying, the referenced projects that were presented in the Pre-Qualification Submission, including, *inter alia*:
 - the level of success or satisfaction from the project, such as with respect to extreme cases of gross failures of design, construction, operation and/or maintenance.
 - with respect to an "availability plant" - whether such a plant may deem to be "operated" during its preservation periods.
- j. The above powers and discretion of the Tender Committee are in addition and does not derogate from any additional powers and discretion pursuant to the Law.

7.2. 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 clarifications 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 e-mail. Their receipt should be confirmed by return e-mail, to the e-mail noted in Section 6.8 (Sealing and Marking of Pre-Qualification Submissions) 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 right under this Section 7.2 any number of times during the examination of the Pre-Qualification Submissions.

7.3. Deviation

- a. 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 in any one or more of the following ways:
 - (i) disqualify the Participant and the Pre-Qualification Submission;
 - (ii) ignore the unauthorized modification or the Deviation or any part thereof;
 - (iii) deem the unauthorized modification or the Deviation or any part thereof as a technical error;

- (iv) request of the Participant to amend the unauthorized modification or the Deviation by resubmitting its Pre-Qualification Submission or any part thereof, or by providing a notice of absolution to the Tender Committee, or by any other means deemed necessary in the opinion of the Tender Committee.
- b. It is hereby clarified that 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 above.
- c. In the event that a Participant refuses to comply with a request of the Tender Committee, without derogating from any of its other rights pursuant to the provisions of the Pre-Qualification Documents or under applicable Law, the Tender Committee may disqualify the Participant's Pre-Qualification Submission.
- d. Under exceptional circumstances, the Tender Committee may amend or waive any requirement herein following the Pre-Qualification Submission Date, if the Tender Committee is of the opinion that it is beneficial for the Project.

7.4. 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 this Invitation ("**Eligible Participant**").

Notwithstanding the above, the announcement of a Participant as an "Eligible Participant" may be conditioned upon such instructions, restrictions or conditions, as shall be determined by the Tender Committee, such as pursuant to Sections 3.8, 3.9 and/or 7.7.

Without derogating from the generality of the provisions of Section 2.14 (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.

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, Guarantors, Major Subcontractors and Experience Providers thereof) to all Participants and in a press release.

7.5. Rejection of the Pre-Qualification Submissions

Without derogating from the Tender Committee's rights under this Invitation and under the Laws:

- 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 Law, the Tender Committee reserves the right to waive deviations (including amendments, omissions, additions, conditions, reservations to the Pre-Qualification Documents) or errors in any Pre-Qualification Submission, or amend such deviation or error, or request the Participant to amend such deviations or errors.

7.6. Disqualification of the Pre-Qualification Submissions

Without derogating from the rights of the Tender Committee under the Invitation and under 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 Tender Process in the following events:

- a. Any changes of the Members or their Anticipated Holdings in the Participant; changes of the Guarantor or in the Control of a Guarantor over a Member; change of any Experience Provider, or any other Major Subcontractors, or their anticipated holdings in the EPC Contractor; without the prior approval of the Tender Committee;
- b. The commencement of insolvency, receivership, liquidation or reorganization proceedings against a Participating Entity or any similar proceedings 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, or if an interim or permanent receiver or liquidator is appointed over a Participating Entity, or if a Participating Entity has become insolvent;
- c. The commencement of any voluntary action for the liquidation or cease of activity of any Participating Entity, except for the purposes of merger or restructuring on terms approved by the Tender Committee in writing;
- d. In the event that any Participating Entity (including Interested Parties therein) is a resident of or domiciled (citizen) in a state which does not have diplomatic relations with the State;
- e. Employment or engagement with any Entity as defined under Section 2.15 (Advisors to the Tender Committee) other than in accordance with Section 2.15;
- f. In the event of unusual circumstances or events which materially and adversely affect, to the Tender Committee judgment, the Participating Entity's and/or the Participating Entity's ability (including technically or financially) to execute the Project;
- g. The submission of any false or misleading information to the Tender Committee; and

- h. As a result of any security considerations, as to be determined by the Tender Committee at its sole discretion.

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 7.6, within a reasonable period of time, under the circumstances. The Tender Committee may base its decision under this Section 7.6 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.

7.7. An Entity Charged with, or Convicted of, an Offence

- a. Without derogating from the rights reserved by the Tender Committee in accordance with this Invitation or any Law, in the event that the Participant, a Member, an Entity which exercises Control over the Participant or over a Member, or directors or office holders of the Participant or of a Member (including individuals), has been convicted of an Offence, or there is a pending criminal case (investigation or indictment) with respect to an Offence against it, and the Tender Committee determines, at its sole discretion, that such Offence (or conviction or criminal case) might result in a material or adverse change in its business; or is concerning grave professional misconduct; or is concerning fraud and breach of faith; or effects its integrity and/or credibility; the Tender Committee reserves its right to exercise any of its authorities pursuant to this invitation and the Law, including to disqualify the Participant from participating in the Pre-Qualification Process or to impose further restrictions with respect to its participation in the Pre-Qualification Process and/or the tender process, as the Tender Committee shall deem fit.
- b. Each Participant shall attach to its Pre-Qualification Submission, Pre-Qualification Form "L", duly completed and signed.
- c. Participants are entitled to submit Pre-Qualification Form "L" for the preliminary review by the Tender Committee, by no later than thirty (30) days prior to the Pre-Qualification Submission Date. The Tender Committee shall be entitled, but not committed, to review and relate to such preliminary submission.
- d. Without derogating from the Invitation, the Tender Committee reserves its right to request further criminal information during the Pre-Qualification Process or at any further stages of the tender process, and to modify or amend the requirements stipulated in this Section 7.7 in the Tender Documents, all subject to any Law, including the Criminal Information Law, 5779-2019 and its regulations.
- e. Unless determined otherwise by the Tender Committee, all information regarding Offences shall be deemed to constitute information of a commercially sensitive or secret nature.

- f. To the extent that the Tender Committee has decided to disqualify the Participant, impose any restrictions with respect to its participation in the Pre-Qualification Process and/or the tender process or exercise any other authority pursuant to this Invitation and the Law, the Tender Committee will favorably consider allowing changes to the composition of the Participant and/or other changes relating to the Participant, any Entity which exercises Control over the Participant or directors or office holders of the Participant, and to the Pre-Qualification Submission, provided that following such changes, the Participant shall meet the Pre-Qualification Requirements.

7.8. Extended Bids Submission Date

- a. In the event that (i) on the Bids Submission Date less than three (3) Pre-Qualification Submissions have been submitted, or (ii) the Tender Committee has determined that less than three (3) Participants are eligible for being declared as an Eligible Participant; the Tender Committee shall allow the submission of new Pre-Qualification Submissions by an extended Pre-Qualification Submission Date to be determined by the Tender Committee.
- b. For the removal of doubt, any previously submitted eligible Pre-Qualification Submissions shall be in full force and effect and no re-submission of such Pre-Qualification Submissions shall be required.

7.9. Changes to a Participant / Eligible Participant / another Participating Entity

- a. Any change of the Members or their Anticipated Holdings in the Participant; change of the Guarantor or in the Control of a Guarantor over a Member; change of an Experience Provider, or any other Major Subcontractors, or their anticipated holdings in the EPC Contractor, following the Pre-Qualification Submission Date (including following the announcement of the Eligible Participants) shall be subject to the approval of the Tender Committee.
- b. The above shall also apply with respect to a new Member which is a Private Investment Fund that is managed by the same General Partner or Fund Manager as the existing Member which is a Private Investment Fund, and the Participant or Eligible Participant (as applicable) complies with Financial Pre-Qualification Requirements through the new Member, based on the new Member's most recent Financial Statements, or in the event that the new Member was recently incorporated and does not have any Financial Statements - based on an affidavit duly executed by the General Partner and Fund Manager.
- c. The Participant or Eligible Participant (as the case may be) will be required to demonstrate that following such change, the Participant complies with the Pre-Qualification Requirements and any other provision of this Invitation.
- d. The Tender Committee may reject a request or impose any conditions it deems necessary.

7.10. Disclosure of Documents

- a. Each Participant shall be entitled to review the relevant protocols of the Tender Committee, correspondences with the Eligible Participants, opinions and any Pre-Qualification Submissions submitted by other Eligible Participants, and to receive a copy thereof;
- b. Participants shall not be entitled to review Pre-Qualification Submissions submitted by other Eligible Participants before a decision is issued by the Tender Committee 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 other Participants shall be determined solely by the Tender Committee.
- c. The Tender Committee shall evaluate, as it deems necessary, the commercially sensitive or confidential nature of parts of the Pre-Qualification Submission which were identified as such by the Participant in accordance with the provisions of this Invitation. The decision of the Tender Committee with respect thereto will be issued to such Participant.
- d. Participants shall not be entitled to claim that any part of the Pre-Qualification Submission, other than those parts identified by them in the Pre-Qualification Submission as being of a commercially sensitive or confidential nature, cannot be reviewed by other Participants, and each Participant shall be deemed to have waived any claims it may have with respect thereto.
- e. A Participant shall not be entitled to review information included in the Pre-Qualification Submissions of other Participants, which it identified to be of a commercially sensitive or confidential nature in its own Pre-Qualification Submission, unless otherwise determined by the Tender Committee. The foregoing shall apply, even in the event that the information identified by a Participant as commercially sensitive or confidential was not approved as such by the Tender Committee and even if the other Participants have not claimed that such part of the Pre-Qualification Submission is commercially sensitive or confidential.

7.11. Issuance of the Tender Documents; Update Statement

Without derogating from the generality of the provisions of Section 2.14 (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 the Participant, its Members, and, if applicable, its Guarantors, its Experience Providers and/or its Major Subcontractors, which will have occurred since the date of the Pre-Qualification Submission. It is expected that even in the absence of any changes, a statement to that effect will be required.

The Tender Committee will review the information and, without derogating from its rights under 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 and/or impose any condition or instruction on its participation in the tender process.

APPENDIX A
DEFINITIONS

"Addenda"	Shall have the meaning ascribed thereto in Section 2.12 (Addenda) of this Invitation.
"Advisors"	Shall have the meaning ascribed thereto in Section 2.15 of this Invitation.
"Agreement"	The Project agreement to be executed by the State and the Successful Bidder.
"Anticipated Holdings"	Shall mean the intended share of holdings of each Member in the Participant, as described in <u>Pre-Qualification Form "B"</u> .
"Average Operating Cash Flow"	Shall have the meaning ascribed thereto in Section 5.5.1 (Financial Pre-Qualification Requirements; Operating Cash Flow) 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 delivery of the referenced project to the client, or the commencement of its operation in accordance with its intended use.
"Concessionaire"	Shall have the meaning ascribed thereto in Section 1.2 (the Selection Process) of this Invitation.
"Construction Completion"	Shall mean the start of commercial operation.
"Contract Value"	Shall mean the total amount of all payments which were paid to the Entity presenting the referenced contract, pursuant to that specific referenced contract, excluding VAT, and interest.
"Conference"	Shall have the meaning ascribed thereto in Section 2.11 (Conference) of this Invitation.
"Control"	Shall have the meaning ascribed thereto in Section 1 of the Securities Law 1968.
"D&B Expert"	Shall mean the Entity which demonstrated compliance with the Pre-Qualification Requirement detailed in Section 5.2 of this Invitation.

"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 סנקציות] according to any applicable Law.
"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.
"Eligible Participant"	Shall have the meaning ascribed thereto in Section 7.3 (Announcement of Eligible Participants) of this Invitation.
"Effectively"	<p>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 chain of holdings between Entity A and Entity X.</p> <p>e.g., if Entity A holds 50% of all Means of Control of Entity B which holds 50% of all Means of Control of Entity X, then Entity A Effectively holds 25% of all Means of Control Entity X."</p>
"Entity"	Any corporation, company, or partnership, recognized by law within its domicile, excluding individuals.
"EPC Contract"	Shall mean a single contract pursuant to which the responsibility for both the design and the construction of a referenced project, including the warranty with respect thereto, is assumed by a single Entity.
"EPC Contractor"	Shall mean the Entity to assume on a "back-to-back" basis the design and construction obligations of the Concessionaire vis-à-vis the State under the Agreement, as shall be further described in the Tender Documents.
"EPC Contractor Member"	Shall mean any Entity holding or committed to hold shares or other interests in the EPC Contractor.
"EPC Expert"	Shall mean the Entity which demonstrated compliance with the Pre-Qualification Requirement detailed in Section 5.3 of this Invitation.

"Equity"	Shall mean shareholders Equity excluding minority interests.
"Experience Provider"	Shall have the meaning ascribed thereto in Section 3.4 of this Invitation.
"Financial Entity"	Shall mean: (i) a Private Investment Fund; (ii) an Institutional Investor; or (iii) an Investment Entity.
"Financial Statements"	Shall mean, for each entity, its annual audited consolidated (or, in the absence thereof – solo) financial statements which includes a report signed by the external auditor of the Entity, confirming its compliance with one of the accounting standards specified pursuant to Sections 5.5.9 (Content and Submission Form).
"Financial Pre Qualification Requirements"	Shall have the meaning ascribed thereto in Section 5.5 (Financial Pre-Qualification Requirements) of this Invitation.
"Fund Manager"	Shall mean an individual (i) responsible for implementing the Private Investment Fund's investing strategy and managing its portfolio trading activities; and (ii) authorized to sign on behalf of the Private Investment Fund and to commit it for purposes of this Pre-Qualification Process, for all purposes and intents.
"General Design"	Shall mean the design for construction of civil, mechanical, electric and control works. For the removal doubt - it shall not necessarily include Process Design.
"General Partner"	A general partner of a Private Investment Fund who is responsible for the overall management and administration of the Private Investment Fund.
"Guarantor"	Shall have the meaning ascribed thereto in Section 5.5.8 (Reliance on a Guarantor).
"Interested Party"	Shall mean with respect to Entity ₁ : (a) any Entity or individual directly holding at least 15% of any of the Means of Control of Entity ₁ (in this definition: " Entity₂ "); (b) any Entity or individual Effectively holding at least 70% of any of the Means of Control of Entity ₂ ; (c) the CEO of Entity ₁ ; or (d) any of the directors of Entity ₁ .
"Institution of Higher Education"	Shall have the meaning ascribed thereto in the Council for Higher Education Law (1958); and with respect to non-Israeli Entities - a similar entity pursuant to applicable law under the applicable jurisdiction.

"Institutional Investor"	Shall mean (i) each of the Entities listed in Sections 1-4 of Schedule 1 of the Securities Law 1968; and/or (ii) with respect to an Entity registered outside the State of Israel – a similar Entity pursuant to applicable law under the applicable jurisdiction.
"Investment Entity"	Shall have the meaning ascribed thereto in the International Financial Reporting Standard (IFRS) 10 (Consolidated Financial Statements).
"Invitation"	Shall have the meaning ascribed thereto in Section 2.5 (The Invitation) of this Invitation.
"Law(s)"	The various national (or state) laws and legislation, statutes, ordinance, codes, and regulations as enacted by the State, and any by-laws, orders, codes and regulations enacted by the relevant authorities or municipalities, and precedents of relevant competent judicial authorities in the State; all as modified, amended, replaced or created from time to time.
"Major Subcontractor"	Shall have the meaning ascribed thereto in Section 3.3 of this Invitation.
"Main Contractor"	<p>Shall mean an entity which is directly accountable (by itself or jointly and severally as part of a joint venture) for the execution of the design and construction of the referenced project (with respect to the applicable scope of work), bearing all the risks related to the execution thereof, including its management and administration and the (direct or indirect) engagement and coordination of all subcontractors.</p> <p>For the avoidance of doubt, entities which are directly accountable vis-à-vis the client for the execution of the referenced project under a concession agreement (i.e. BOT agreement) due (only) to their position as the concessionaire (or a member thereof), but has entered an EPC contract with an EPC Contractor to carry such project, will not be considered as Main Contractor under this definition.</p>
"Means of Control"	<p>Shall have the meaning ascribed thereto in Section 1 of the Securities Law 1968.</p> <p>Notwithstanding the above, with respect to a joint venture shall mean the power to impose professional decisions on the joint venture and the power to veto decisions made by the joint venture.</p>
<u>"MBR"</u>	<u>Shall have the meaning ascribed thereto in Section 5.1.1(a)(2) of this Invitation.</u>

"Member"	Shall have the meaning ascribed thereto in Section 3.2.1 (Definition of Members of a Participant) of this Invitation.
"Offence"	shall mean criminal offences included in Annex 4 הנתוספת [הרביעית] to the Criminal Information Law, 5779-2019, and any other offence that the Tender Committee will be allowed, pursuant to any Law, to request information with respect thereto.
"O&M Contractor"	Shall mean the Entity to assume on a "back-to-back" basis the operation and maintenance obligations of the Seller vis-à-vis the State under the Agreement, as shall be further described in the Tender Documents.
"O&M Contractor Member"	Shall mean any Entity holding or committed to hold shares or other interests in the O&M Contractor.
"O&M Expert"	Shall mean the Entity which will demonstrate compliance with the Pre-Qualification Requirement detailed in Section 5.4 of this Invitation.
"Operating Cash Flow"	Shall have the meaning ascribed thereto in Section 5.5.1 (Operating Cash Flow) of this Invitation.
"Participating Entity"	Shall mean the Participant, any Member of the Participant, any Guarantor, the <u>(future)</u> Process Expert, the DB Expert, the EPC Expert (if relevant), the (future) O&M Expert, and any other Major Subcontractor.
"Pre-Qualification Process"	Shall mean the pre-qualification 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 6.9 (Pre-Qualification Submission Date) of this Invitation.
"Participant"	Shall have the meaning ascribed thereto in Section 3.1.1 (Definition of a Participant) of this Invitation.
"Pre-Qualification Requirements"	Shall have the meaning ascribed thereto in Section 5 (Pre-Qualification Requirements) of this Invitation.
"Pre-Qualification Submission"	The complete written pre-qualification submission, complying with the terms and conditions contained in this Invitation and including all the information and completed <u>Pre-Qualification Forms</u> called for pursuant to this Invitation, as submitted and duly signed by Participants.

"Private Investment Fund"	<p>Shall mean (i) an Entity incorporated for the purpose of making financial investments (i) in which at least 50% of its Commitments (at any given time) are made by Institutional Investors, (ii) has a General Partner, and (iii) is not an Investment Entity.</p> <p>For the purposes of calculating the above 50%, an Institution of Higher Education can be regarded as an "Institutional Investor".</p>
"Private Sector"	<p>Shall mean Entities other than the prohibited Entities pursuant to Section 3.7.</p>
"Process Design"	<p>Shall mean the supply of all the following engineering documents: design data, process calculation, process flow diagrams (PFD), mass balance, hydraulic profile, scaled layout drawings, process equipment specifications, control logic, acceptance tests protocols. The Process Design does not necessarily include full detailed design like civil engineering and electric works design.</p>
"Process Expert"	<p>Shall mean the Entity which <u>will</u> demonstrated compliance with the Pre-Qualification Requirement detailed in Section 5.1 of this Invitation.</p>
"Regulations"	<p>Shall have the meaning ascribed thereto in Section 2.2 (Governing Law), of this Invitation.</p>
"Related Entity"	<p>Shall have the meaning ascribed to such term "גורם קשור" או "גורמים הקשורים לתאגיד הזר המסייע", לפי העניין (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.</p>
"State"	<p>State of Israel.</p>
"Successful Bidder"	<p>Shall mean the Eligible Participant awarded with the Agreement pursuant to the completion of the tender process.</p>
"Tender Committee"	<p>The committee appointed by the Accountant General in accordance with the provisions of the Regulations, in order to control and manage the Pre-Qualification Process.</p>
<u>"Tertiary WWTP"</u>	<p><u>Shall have the meaning ascribed thereto in Section 5.1.1(a)(1) of this Invitation.</u></p>
"Unutilized Commitments"	<p>Shall mean the overall Commitments, deducted by: (i) funds invested, and (ii) funds committed to be invested by the Private Investment Fund.</p>

"WWTP"

Shall mean Wastewater Treatment Plant.

APPENDIX B

GENERAL DESCRIPTION OF THE PROJECT

1. Introduction

The State of Israel is planning to establish an Enhanced Treatment Facility (ETF) at the vicinity of the SHAFDAN site, as part of its national water reuse policy. The SHAFDAN system collects wastewater from the Dan region (Tel Aviv metropolitan area), treats it, and transports it to southern Israel for agricultural irrigation.

The Dan Region Association of Towns owns and operates the Dan Region Wastewater Treatment Plant (SHAFDAN) in Rishon Letzion, approximately 10 km south of Tel Aviv (see Figure 1). The plant currently treats approximately 420,000 m³ /d of municipal wastewater with a population equivalent of 2.5 million using biological nutrient removal (BNR) technology. Currently, secondary effluent from the SHAFDAN is polished in a series of rapid infiltration (RI) basins that provide soil aquifer treatment (SAT). The infiltrated water is later extracted and is used primarily as irrigation water in the arid southern part of Israel. The SAT is operated by Mekorot Water Company. The area allocated for RI basins is finite and will reach full capacity in 2027.

The State of Israel is therefore interested in treatment of excess SHAFDAN effluent, as a means of augmenting the existing RI basins. This treatment facility will accommodate with the increase of effluents for 25 years, starting on 2030 producing water equal or better quality than the existing RI basins.

The new advanced treatment facility will be called the SHAFDAN Effluent Enhanced Treatment Facility, or ETF. The ETF will be built adjacent to the existing SHAFDAN site and deliver product water to Mekorot irrigation water conveyance system.

2. Water Quality Objectives

The ETF will produce purified recycled water (PRW) for agricultural water reuse, with the following water quality goals:

- Provide a robust and multi-barrier approach to pathogen reduction. This treatment train will meet and exceed the 10-log virus reduction target and the 8-log protozoa log reduction value (LRV) target set by the Ministry of Health (MOH); and
- Provide a robust and multi-barrier approach to Compounds of Emerging Concern (CEC) reduction. An 80 percent reduction goal for specific CECs that has been set by the MOH.

3. ETF Treatment Process

The future ETF will take effluent from the SHAFDAN WWTP (secondary effluent at coming years, and MBR effluent at the future as detailed below). While the WWTP produces a relatively high-quality effluent, the ETF will provide additional robust treatment for chemicals

and pathogens to meet project water quality goals. The treatment train is shown in Figure 2, below. The four treatment processes within the ETF are detailed in Table 1, below. This process train is pre-defined as mandatory project solution in this tender.

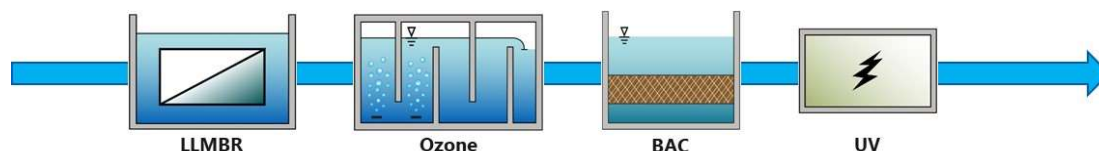


Figure 2 – ETF Treatment Processes

Table 1 – ETF Treatment Process Description

Treatment Process	Pathogen Barrier	Chemical Barrier	Other Information
Low Loaded MBR (LLMBR)	Removal of protozoa and bacteria and virus	Biodegradation of chemical pollutants	Feed water is SHAFDAN effluent
Ozone(O ₃)	Disinfection of virus	Oxidation of chemical pollutants	Efficient operation requires low TOC and low nitrite and low turbidity
Biologically Active Carbon Filtration (BAC)	No pathogen removal anticipated	Biodegradation of chemical pollutants	Efficient operation requires ozone pretreatment to create biodegradable carbon
Ultraviolet Light Disinfection (UV)	Disinfection of protozoa and bacteria and virus	No chemical removal anticipated	Efficient operation requires high UV transmittance

Pilot Testing

The ETF process train is checked by an ongoing thorough pilot plant, operated for 2 years at site. It includes evaluation of treatment and monitoring systems. The testing is documenting pathogen and chemical removal in accordance with water quality objectives. That work, led by Mekorot, will be made available to the Eligible Participants once completed.

Project Phasing

Since the required ETF capacity will grow along time (over the fixed SAT capacity), the project will be developed in a phased manner toward final capacity at year 2055. In the future, when the retrofitted SHAFDAN WWTP capacity will be reached (modules C+D at 560,000 m³/d), it is planned that further modules will be based on MBR technology.

Therefore, the project is anticipated to be developed in 2 main following stages:

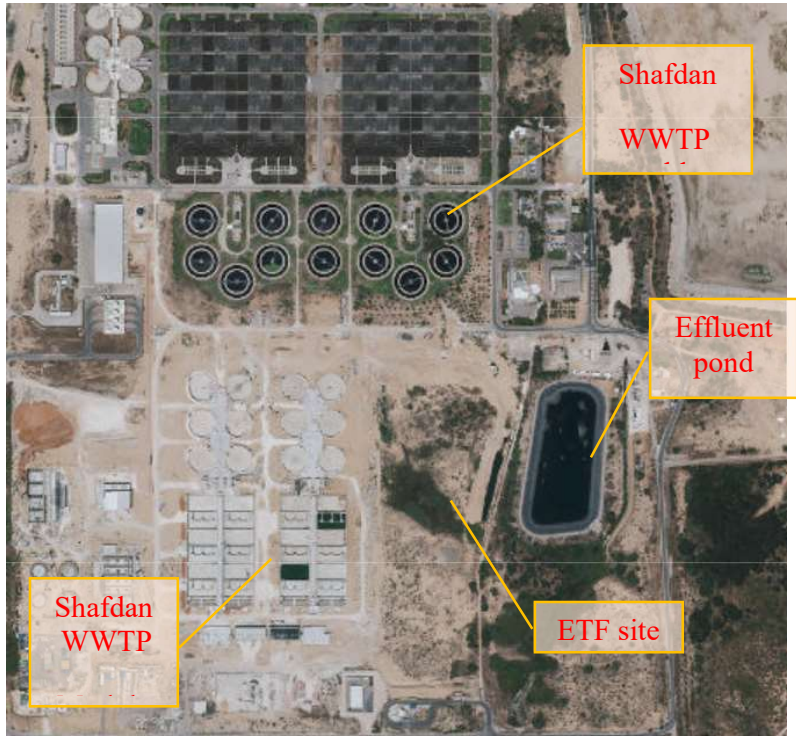
Stage A starting year 2030 for existing SHAFDAN secondary effluent, at final capacity of 170,000 m³/d approximately, with full process train LLMBR+O3+BAC+UV.

Stage B starting approximately toward year 2035, for future SHAFDAN MBR effluent at final capacity of 250,000 m³/d approximately, with completing process train O3+BAC+UV.

The phasing plan details will be further elaborated at the Tender Documents.

Figure 1 – SHAFDAN and ETF project Location





4. General

It is emphasized that the description that is hereby given is general and indicative, and that the actual scope of the Project shall be determined in the Tender Documents.

APPENDIX C

LIST OF ADVISORS

The following are the advisors to the Tender Committee:

Yoav Yinon Management Engineering Technology, Technical Advisors

Ms. Adina Moshe, Technical Advisor

Mr. Roni Ran, Technical Advisor

CAROLLO ENGINEERS, INC, Technical Advisors

M.L.G.R - Urban, Transportation & Infrastructure Planning & Projects Management Ltd., Statutory Advisors

Mr. Mark Shabashevich, Financial and Economic Advisor

Lipa Meir & Co., Attorneys-at-Law, Legal Advisors

Yossi Levi & Co., Attorneys-at-Law, Legal Advisors

Gefen Yaron Consulting, General Advisor