

**ISRAEL MAIN HOTELIER SCHOOL LTD –
TADMOR (IN LIQUIDIATION)**

Procurement Process 01/2018

**Volume 1 – Invitation to Bid
Part I – Instructions to Bidders**

**FOR THE
Assignment of Concession and Activity
and the Lease and Operation
of Israel Main Hotelier School LTD –
Tadmor (in Liquidation)**

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1. INVITATION FOR SUBMISSION

1.1. Definitions

All terms used in these Instructions to Bidders shall have the meaning ascribed thereto herein:

Definitions

"Addenda", "Addendum"	Shall have the meaning ascribed thereto in Section 2.10 (Addenda) of these Instructions to Bidders.
"Agreements"	Shall mean the Assignment Agreement, State Agreement and the Government Agreements (the Agreement with the Ministry of Economy, the Agreement for the Operation of a High School, the Lease Agreement and the Agreement with the Ministry of Tourism), which will be awarded and assigned by Tadmor to the Successful Bidder, as stated therein.
"Agreement for the Operation of a High School"	Shall mean the agreement, which will be awarded and transferred by and from Tadmor to the Successful Bidder receiving all of Tadmor's responsibilities as described thereto for the provision of the services described thereto.
"Agreement with the Ministry of Economy and Industry"	Shall mean the agreement, which will be awarded and transferred by and from Tadmor to the Successful Bidder receiving all of Tadmor's responsibilities as described thereto for the provision of the services described thereto.
"Agreement with the Ministry of Tourism"	Shall mean the agreement, which will be awarded and transferred by and from Tadmor to the Successful Bidder receiving all of Tadmor's responsibilities as described thereto for the provision of the services described thereto.
"Authorized Representative"	Shall have the meaning ascribed thereto in Section 4.5 (Authorized Representative) of these Instructions to Bidders.
"BDS"	Bid Data Sheet attached hereto as Part II.
"Bid"	The signed and complete submission, including all information and attachments, as submitted by each Bidder.

"Bids Submission Date"	Shall have the meaning ascribed thereto in Section 3.11 (Bids Submission Date) of these Instructions to Bidders.
"Bidder"	Shall have the meaning ascribed thereto in Section 4.2 (The Bidder) of these Instructions to Bidders.
"Bidders' Conference"	Shall have the meaning ascribed thereto in Section 2.11.2 (Bidders' Conference) of these Instructions to Bidders.
"Assignment Agreement"	Shall mean the agreement, which will be signed between Tadmor and the Successful Bidder for receiving all of Tadmor's responsibilities as described in this Invitation.
"Control"	Shall have the meaning ascribed thereto in Section 1 of the <i>Securities Law 5728-1968</i> .
"Government Agreements"	Shall mean the Agreement with the Ministry of Economy and Industry, the Agreement for the Operation of a High School, the Lease Agreement and the Agreement with Ministry of Tourism.
"Interested Party/Parties"	Shall have the meaning ascribed thereto in the <i>Communication Law (Bezeq and Broadcasting) 5742-1982</i> ("בעל עניין").
"Instructions to Bidders" and/or "Invitation to Bid"	Volume 1, comprising these Instructions to Bidders, its Volumes, Parts, Appendices, Annexes, the Procurement Forms and all other relevant documents.
"Law(s)"	The laws, regulations and by-laws, including all applicable Standards and all directives issued by the applicable Governmental Agencies, as will be in force at all times within the State.
"Lease Agreement"	Shall mean the agreement, which will be awarded and transferred by and from Tadmor to the Successful Bidder receiving all of Tadmor's responsibilities as described thereto for the property lease of the Tadmor's real estate and facilities, as described thereto, which is signed between Tadmor and the Accountant General in the Ministry of Finance and/or the State.

"Legal Entity"	Any corporation, company, voluntary association, partnership, trust or unincorporated association, recognized by the applicable laws of its domicile, excluding individuals.
"Member"	Shall mean a Legal Entity comprising the Bidder.
"NIS"	New Israeli Shekel.
"Parent Company"	Shall mean the Legal Entity or Legal Entities, which exercises Control, directly or indirectly, over the relevant Legal Entity.
"Regulations"	Shall have the meaning ascribed thereto in section 2.2 (Governing Law) of these Instructions to Bidders.
"Services"	The design, development, procurement, supply, pre-construction, construction, installation, testing, warranty, and operation of the concession of the Tadmor's school for Culinary and Tourism and Hotel, including all works, tasks, checks, reviews, integration, coordination, obligations, security obligations, repairs, education, operation, maintenance, personnel, required and all other obligations to be performed with respect therewith, pursuant to the Agreements.
"SPV"	Shall mean a joint venture, consortium or a Legal Entity specifically established for the submission of the Bid submission and/or for the participation in the Procurement Process.
"State"	State of Israel.
"State Agreement"	Shall mean the agreement, which will be signed between the State and the Successful Bidder for the performance of the Services as described in this Invitation.
"Successful Bidder"	The Bidder that participated in the Procurement and is awarded and assigned the Agreements as described in Section 7.7 (Successful Bidder) of these Instructions to Bidders.

"Tadmor"	Shall mean the 'Israel Main Hotelier School Ltd. Tadmor' [in liquidation] company registration number 510328636, as applicable.
"Tadmor's Website"	http://www.Tadmor.co.il/tender
"Procurement"	This invitation to submit bids for the election of the Successful Bidder.
"Procurement Committee"	The committee appointed by Tadmor's liquidator, in order to conduct and transfer Tadmor's assets and to conduct this Procurement Process in accordance with government decision number "7/תמ" of the ministerial committee for privatization dated 31/3/2015 regarding the liquidation of Tadmor, all in accordance with the provisions of the Regulations, in order to control and manage the Procurement Process.
"Procurement Documents"	Shall have the meaning ascribed thereto in Section 1.6 (Procurement Documents) of these Instructions to Bidders.
"Procurement Process"	Shall have the meaning ascribed thereto in Section 1.4 (Description of the Procurement Process) of these Instructions to Bidders.

1.2. Invitation for Submission – Overview

In this Invitation to Bid, Tadmor hereby invites anyone to participate in the Procurement Process according to the terms and conditions of the Procurement Documents, for receiving all of Tadmor's rights, privileges and benefits, and all of its commitments and obligations as set out in the Government Agreements, all in accordance with the Assignment Agreement and the State Agreement and the requirements of the Procurement Documents.

The Bidders will be required to demonstrate compliance with the threshold criteria detailed herein, and with any other demand, requirement and/or instruction with regard to this Procurement Process.

**Invitation for
Submission –
Overview**

Waiver

The submission of a Bid by any Bidder shall be deemed as an unconditional and irrevocable waiver by such Bidder and any of its Members and/or anyone on their behalf, of any and all claims and/or demands they might have against Tadmor and/or the State and everyone on their behalf in connection with the provisions of this Invitation to Bid and the Procurement Documents.

1.3. General Description

Without derogating from the provisions of Section 2.16 (Reservation of Rights) and the provisions of the Agreements, the Successful Bidder will be awarded the Assignment Agreement and the State Agreement and assigned the Government Agreements, under which it will be obligated to lease the property on which the Tadmor's facilities are located, and to repair and renovate them as specified in its submitted Bid; to manage and teach at least three high school classes, during any given school year, (10th grade through the 12th grade) in the fields of tourism, hotelier and culinary; to operate a tourism, hotelier and culinary school, authorized to grant vocational degrees in those fields; to operate a hotel of at least 3 stars rating that will also be used for Tadmor's educational purposes. All as detailed in these Procurement Documents and the Agreements.

It is hereby emphasized that the Awarded Bidder will be required to renovate Tadmor's premises and facilities (school, high school and hotel), so that all of the facilities will: (i) receive all certificates, authorizations and reviews required by all applicable law and regulations ,including but not limited to fire safety approvals, license of operation, etc.; (ii) be up to no less than the minimal standards required by the Ministry of Labor, Social Affairs and Social Services and/or the Ministry of Tourism in accordance with the Agreement with the Ministry of Economy and Industry, the Agreement for the Operation of a High School and/or the Agreement with the Ministry of Tourism and the requirements published and updated by these Ministries from time to time; and (iii) in accordance with the Awarded Bidder's additional obligations and proposals submitted within its Bid.

Further details of the Awarded Bidder's obligations with respect to the operation of the high school as well as of mandatory minimum vocational training courses are in Volume 4.

The lease amount will be as described in Volume 1 Part III – Evaluation Criteria and the Lease Agreement.

It is hereby clarified that the Successful Bidder will be obligated to uphold the principals set forth in the attached document titled "Proposal for the Company's Employees", under which the rights of Tadmor's employees have been determined in case of resignation, dismissal or early retirement . Further details are provided in the Assignment Agreement.

In addition, the Successful Bidder will be assigned to 'as is' all of Tadmor's activities, obligations, commitments, agreements, rights, benefits, moneys etc. and the Successful Bidder will be responsible for any such activity, obligation, commitment, agreement etc., all as detailed in the Assignment Agreement.

The Bidders attention is drawn to a business potential report, which may be received upon request. The Bidders accept and acknowledge that Tadmor and/or the State will not be responsible in any way for any and/or all of the information included in such report, and that the Bidders must conduct their own non-related and non-conditional examinations. The Bidders waive any claim based on the reliance on any and/or all of the information contained in such report.

In addition, the Bidders attention is drawn to a construction defects report, available at the secured website.

1.4. Description of the Procurement Process

The procurement process will be conducted in stages, as described hereinafter (collectively "**Procurement Process**"):

1.4.1. Bids Submission

Bidders are invited to submit their Bids in accordance with the provisions of the Procurement Documents. The Bids will be divided into three (3) parts (Envelopes), as specified in Section 5 (The Bids Submission):

Bids Submission

- a. Envelope No. 1 (General Information and Threshold Criteria);
- b. Envelope No. 2 (Technical Proposal and Evaluation Criteria);
- c. Envelope No. 3 (Price Proposal).

1.4.2. Bids Opening, Evaluation and Negotiations

Tadmor will examine and evaluate the Bids in accordance with the provisions of Sections 6 (EXAMINATION AND EVALUATION OF THE BIDS), 7 (GENERAL PROVISIONS RELATING TO EXAMINATION AND EVALUATION OF THE BIDS), 7.6 (Negotiation) and Volume 1A Parts III and IV of the Procurement Documents.

**Bids Opening,
Evaluation and
Negotiations**

1.4.3. Announcement of Successful Bidder and Award of the Agreements

Following completion of the evaluation of the Bids, the Successful Bidder will be announced by Tadmor, and awarded the State Agreement and the Assignment Agreement and will be assigned the Government Agreements, in accordance with the provisions of Sections 7.7 (Successful Bidder) and 7.8 (Assignment of the Agreement).

**Successful Bidder
and Award**

1.5. Anticipated Schedule

Without in any way limiting the right of Tadmor, to postpone any of the following dates in accordance with the provisions of the Procurement Documents, the anticipated schedule for the submission of the Bids, Bidders' Conference and questions submission deadline shall be as those dates specified in the Bid Data Sheet (BDS).

**Anticipated
Schedule**

1.6. Procurement Documents

The Procurement Documents include:

**Procurement
Documents**

<u>Volume 1-</u>	Invitation to Bid
Part I	Instructions to Bidders (ITB) (English)
Part II	Bid Data Sheets (BDS) (English)
Part III	Evaluation Criteria (EC) (English)
Part IV	Bidding Forms, Guidelines & Price (English)
<u>Volume 2-</u>	Contract Agreements
Part V	Assignment Agreement (English)
Part VI	State Agreement (Hebrew)
<u>Volume 3-</u>	Government Agreements
Part VII	Lease Agreement (Hebrew)
Part VIII	Agreement with the Ministry of Economy and Industry (Hebrew)
Part VIII A	Agreement with the Ministry of Tourism (Hebrew)
Part VIII B	Agreement for the Operation of a High School (Hebrew)

Volume 4-

Technical Specification

Part IX	Details Regarding Construction Issues to be Fixed (Hebrew)
Part X	Minimum Standard Workshops (Hebrew)
Part XI	List of Training Courses (including complete course schedule) (Hebrew)
Part XII	Minimum Standard Computer Class and 'Smart' Class (Hebrew)
Part XIII	Minimum Principal and Teachers Requirements (high school and school) (Hebrew)
Part XIV	High School Requirements (Hebrew)
Part XV	Minimal Vocational Training Requirements (Hebrew)
Part XVI	Proposal for the Company's Employees (Hebrew)
Part XVII	Tadmor's working force data table (Hebrew)
Part XVIII	business potential report (English) – will be received upon request.
Part XIX	government decision number "7/תמ" of the ministerial committee for privatization dated 31/3/2015 (Hebrew)

and all Addenda issued pursuant to Section 2.10 (Addenda).

(the "**Procurement Documents**").

2. PROCUREMENT RULES

2.1. Definitions

All terms used in this Invitation to Bid and the Annexes thereto shall have the meaning ascribed thereto herein, as well as elsewhere in the body of the text of the Procurement Documents.

Definitions

2.2. Governing Law and Jurisdiction

- a. The Procurement Process shall not be governed by the *Mandatory Tenders Law 5752-1992*, and the *Mandatory Tender Regulations 5753-1993* ("**Regulations**").
- b. The applicable court of Jerusalem District or Central District shall have the sole and exclusive jurisdiction over all matters and all disputes arising in connection with the Procurement Process.

Governing Law and Jurisdiction

2.3. Conformity with All Applicable Laws

Each Bidder is assumed to have obtained legal advice. The Bidders and the Bids submitted by them, shall abide by the Laws. Bidders shall be subject to any changes in the Laws, should such changes be introduced during the Procurement Process.

**Conformity with
Applicable Laws**

2.4. Severability

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

Severability

2.5. Access to Documents

- a. Copies of this Invitation to Bid and Volume 1 of the Procurement Documents are provided to all Bidders for no charge and may be downloaded via Tadmor's Website.
- b. Each Bidder will be required to pay a participation fee for the amount of USD 1,500, in order to be allowed to participate in this Procurement Process. Payment may be made via PayPal in Tadmor's Website.
- c. Only after confirming that the Bidder has paid the participation fee, such Bidder will receive access to all other Procurement Documents via a secured website.
- d. Tadmor is not responsible for the completeness of the Procurement Documents and its addenda, if they were not obtained in accordance with this section 2.5 (Access to Documents).

**Access to
Documents**

- e. By using the Tadmor's Website and/or the secure website, each Bidder acknowledges that Tadmor is not responsible for:
 - (i) Loss of Bids, documents or other information in transit from the Bidder to Tadmor, utilizing Tadmor's Website;
 - (ii) Incorrectly assessing a Bid due to inaccurate or incomplete documentation or information provided by the Bidder;
 - (iii) The quality of downloading or uploading files and information from and to Tadmor's Website, or the loss of data during any such transfer.
- f. Tadmor is not liable towards any Bidder for any loss, damage, claims, liabilities, expenses (including without limitation legal costs and settlement costs) whatsoever arising out of or attributable to any content, or other material or loss or corruption of documents or information provided by Tadmor, any third party or by any Bidder, using Tadmor's Website and/or the secure website, whether in contract, tort (including negligence), statute or otherwise.
- g. Addenda, updates, changes, modifications etc. regarding the Procurement Documents and/or Services shall be published by Tadmor on Tadmor's Website. The Bidders are required to review Tadmor's Website on a regular basis for any Addenda, updates, changes, modifications etc. and Tadmor shall have no responsibility to inform the Bidders in person of any such publications.

2.6. Cost of Participation in the Procurement Process

Other than as explicitly provided for in the Procurement Documents, any and all costs and expenses incurred by Bidders, Members, Legal Entities and anyone on their behalf with respect to and/or in connection with their participation in the Procurement Process (including, without limitation, preparation and submission of the Bid, and including changes and requests for further clarifications), will be borne by such Bidders, Members, or Legal Entities, regardless of the conduct or outcome of the Procurement Process. Bidders, Members, Legal Entities and anyone on their behalf will not be reimbursed by Tadmor or anyone on its behalf for any costs or expenses so incurred thereby for any reason or circumstances.

**Cost of
Preparation**

2.7. Confidentiality and Intellectual Property

- a. The Procurement Documents and any and all intellectual property right therein are exclusively owned by Tadmor, and are entrusted with the Bidders for the sole purpose of the participation in the Procurement Process.
- b. By participating in this Invitation to Bid, each Bidder is deemed to have agreed to keep in strict confidence, not to disclose and not to make any use of any information or data, in any form or media, partial or complete, provided to it by Tadmor or on its behalf or made known to it otherwise as a result of or in connection with this Invitation to Bid; except that each Bidder may use such information or data solely for the purpose of preparing its Bid. It is hereby clarified that this sub-section also applies to documents and/or information published by Tadmor on Tadmor's Website and/or on the secure website.
- c. By submitting a Bid, each Bidder is deemed to represent and warrant to Tadmor that (i) it is not bound by any contractual or statutory obligation which would preclude the Bidder from providing the data and information contained in its Bid or any portion thereof; and (ii) it has the right to make all disclosures that are made in its Bid; and (iii) the data and information contained in its Bid do not include confidential information, trade secrets or other proprietary information of the Bidder and/or of any third party (except as and to the extent that the Bidder may otherwise clearly indicate in writing) that Tadmor is prevented from using.

**Confidentiality
and Intellectual
Property**

2.8. Language of the Procurement Documents

The Procurement Documents are published in English and/or Hebrew. It is clarified that for any document published in Hebrew or English alone, the binding language will be the published one. Documents published in Hebrew and English the binding language will be the language the document was originally written in. for convenience purposes only, the binding document (and therefore the language) is clearly marked in Section 1.6 above, as well as in the secure website

Language

2.9. Clarification of the Procurement Documents

- a. Bidders are responsible for examining the Procurement Documents, including all appendices and Addenda thereto, with appropriate care, and for informing themselves of any and all conditions which may in any way affect their participation in the Procurement Process, including in the preparation and submission of the Bids, signing the State Agreement and the Assignment Agreement and the execution of the Services in accordance with the provisions of the Procurement Documents.
- b. Bidders, in accordance with the provisions of Section 2.10 (Addenda), may raise questions and request clarifications or interpretations, in writing, from Tadmor, by no later than the deadlines for the submission of questions, as set forth in the BDS.

Each Bidder having any question and/or request for clarification shall submit its query, in writing, to Tadmor's Email address indicated in BDS. Any such queries will be submitted on the prescribed Request for Clarification Form (Gen Form 6) in PDF and in Word files, which Word file shall be open to editing. Requests by the Bidders should be received by no later than thirty (30) days prior to the Submission Date. Tadmor may respond to any such requests at its sole discretion.

Tadmor's response shall be published on Tadmor's Website, including a description of the query without identifying its source.

Only Tadmor's written responses shall constitute an integral part of the Procurement Documents and shall bind all Bidders accordingly.

- c. Tadmor may request a Bidder to clarify any item contained in its questions and request for clarifications or interpretations, including by way of meeting with the Bidders or each of them (in a joint meeting or in separate meetings).
- d. Although Tadmor has no obligation to clarify or interpret the Procurement Documents, Tadmor will attempt to provide a clarification for all reasonable requests and may issue an Addendum for the purposes of clarification or interpretation in response to such question or request, in accordance with the provisions of Section 2.10 (Addenda).

- e. Bidders shall acknowledge receipt by mail of any Addendum in the manner set forth in Section 2.10 (Addenda).
- f. Tadmor shall not be bound by, and Bidders shall not rely on, any oral interpretation or clarification to the Procurement Documents, including any clarification given in the Bidder's Conference. The Bidder may only rely upon Addenda published in writing by Tadmor.
- g. It is hereby clarified, that when replying to a question or clarification, Tadmor will not necessarily use the exact wording of the submitted request for clarification. It is further clarified that any response or non-response by Tadmor to any submitted request for clarification by a Bidder shall not be construed as approval or agreement unless explicitly stated so by Tadmor.
- h. Any questions or any requests for clarifications or interpretation of the Procurement Documents raised by Bidders at a later date than the deadline for the submission of questions set forth in Section 1.5 (Anticipated Schedule) will be accepted or rejected, answered or not, at the sole discretion of Tadmor.

2.10. Addenda

- a. Notwithstanding any of the provisions of the Procurement Documents and without derogating from the discretion of Tadmor under the provisions of this Section 2.10 (Addenda), Tadmor reserves the right to revise, modify, amend, clarify, add, eliminate or otherwise change the provisions of the Procurement Documents or any part thereof, including any instruction, requirement, specification, description, evaluation criteria or date contained therein. Such revisions, if any, shall be announced by written Addenda to the Procurement Documents ("**Addendum**" or "**Addenda**").
- b. Should any Addenda result from any request for clarification or interpretation submitted by a Bidder, the identity of that Bidder shall not be disclosed.
- c. The Addenda shall be published on Tadmor's Website. Addenda will not be furnished individually to each Bidder and the Bidders are required to review Tadmor's Website for any Addenda and updates, on a regular basis.

Addenda

- d. Receipt of requests submitted by Bidders in accordance with the provisions of Section 2.9 (Clarification of the Procurement Documents), will not restrict the discretion of Tadmor in any way, and it will be free to exercise its right under this Section 2.10 (Addenda) whenever it is of the opinion that the Procurement Documents or any part thereof require amendment or revision.
- e. Without derogating from the generality of the provisions of Section 1.5 (Anticipated Schedule) the Bids Submission Date may be postponed by such number of days as shall be necessary, in the opinion of Tadmor, to enable the Bidders to revise their Bids and/or any part thereof, as a result of any Addendum issued. The announcement of such new date, if any, will be included in an Addendum.
- f. Bidders are required to acknowledge receipt of all Addenda in writing no later than two (2) days following receipt thereof by an Email sent to Tadmor. In addition, Bidders are required to acknowledge receipt of all Addenda to the Procurement Documents in their Bid specifically detailing each Addendum's number and date of publication.

2.11. Site Visit and Bidders' Conference

2.11.1. Site Visit

- a. Bidders are strongly advised to visit and examine the site where the Services are to be performed and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for the preparation and submission of the Bid, signing the State Agreement and the Assignment Agreement and execution of the Services in accordance with the provisions of the Procurement Documents. The costs of visiting and examining the site shall be at the Bidders' own expense.
- b. Each Bidder and any of its personnel or agents will be granted permission by Tadmor to enter Tadmor's facilities (school and/or hotel), during regular working hours, and subject to a 7 days prior written request, for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify Tadmor and its personnel and agents from and against all liability in respect thereof, and will be responsible for loss of or damage to property, personal injury or death, and any other loss, damage, costs, and expenses incurred as a result of or in connection with the inspection.

2.11.2. Bidders' Conference

- a. It is the intention of Tadmor to hold a Bidders' conference ("**Bidders' Conference**"), the details thereof will be notified to all Bidders in an Addendum. Tadmor shall be entitled, at its sole discretion, to refrain from holding such Bidders' Conference and/or to convene additional conference in which event a proper notice shall be published on Tadmor's Website.
- b. The attendance of each Bidder via their authorized representatives at the Bidders' Conference is recommended. Bidders will have no claims against Tadmor with respect to attending or missing the Bidders' Conference.

**Bidders'
Conference**

2.11.3. Conferences - General Provisions

- a. In the Bidders' Conference Tadmor may answer questions referred to it by Bidders in accordance with the provisions of Section 2.9 (Clarification of the Procurement Documents).
- b. In addition to questions answered and information provided by Tadmor at such Bidders' Conference, Tadmor may present and explain the Procurement Documents and/or all clarifications, interpretations and amendments to the Procurement Documents introduced by it in accordance with the provisions of Section 2.10 (Addenda), up to the date of such Bidders' Conference.
- c. Each Bidder is kindly requested to confirm its attendance and detail the number of participants and their identity on its behalf, by notifying Tadmor at least seven (7) days prior to such Bidders' Conference convened date, to the Email address indicated in BDS.
- d. Unless otherwise instructed by Tadmor in writing, Bidders are requested to submit any questions to be raised in such Bidders' Conference, in writing, on the Request for Clarification Form (Gen Form 6), to reach Tadmor not later than seven (7) days before such Bidders' Conference.
- e. Should Tadmor answer or present any questions referred to it by a Bidder, or any clarification, interpretation or amendment resulting from any request for clarification or interpretation submitted to it by a Bidder, the identity of that Bidder shall not be disclosed.

- f. Following such Bidders' Conference, Tadmor may issue an Addendum to the Procurement Documents. Only an Addendum to the Procurement Documents issued in accordance with the provisions of Section 2.10 (Addenda), shall be binding for the purposes of the Procurement Process.
- g. Tadmor shall not be bound by, and Bidders shall not rely on any oral representation made by Tadmor during such Bidders' Conference.
- h. The fact that questions, clarifications, interpretations and amendments to the Procurement Documents will be presented by Tadmor during the Bidders' Conference shall not be deemed, in any way, to restrict Tadmor's right to issue an Addendum to the Procurement Documents or to postpone the Bids Submission Date in accordance with the provisions of Section 2.10 (Addenda).

2.12. Independent Research and Inquiries and Examination of the Site

- a. Each Bidder is expected to evaluate, as an expert, all factors and data that may be deemed to affect the submission of the Bids, the signing of the Assignment Agreement and the State Agreement, the assignment of the Government Agreements

**Independent
Research and
Inquiries**

and the execution of the Services in accordance with the provisions of the Procurement Documents, including:

- (i) the status of the site (school, high school and hotel facilities) and its surroundings, including physical and geological conditions of the site and its surroundings;
- (ii) technical aspects and risks;
- (iii) design and construction aspects and risks;
- (iv) the requirements of all outline schemes and relevant authorized planning committees;
- (v) the requirements of the relevant authorities, including the applicable municipal authorities; and
- (vi) any other risk involved therein, and such other conditions that may be expected to affect the submission of the Bids, signing of the Assignment Agreement and the State Agreement, assigning of the Government Agreements and the execution of the Services in accordance with the provisions of the Procurement Documents.

2.13. Information Supplied to Bidders

- a. The attention of all Bidders is directed to the fact that the information contained in the Procurement Documents or any other information which Tadmor or anyone on its behalf, are making available to Bidders, may be incomplete or inaccurate and will not relieve the Bidders from performing all independent inquires, examinations, surveys and/or other verifications necessary in connection with submitting their Bids under this Invitation to Bid and/or complying with all the requirements of the Agreements.
- b. Tadmor, the State or anyone on its behalf, shall not be responsible in any respect to any loss or damage whatsoever suffered by Bidders, Members, and/or any other Legal Entity, their employees, officers, agents, or any other persons for whom Bidders may be contractually or legally responsible or accountable, by reason of any use of information contained in the Procurement Documents or provided in connection therewith, or any action or forbearance in reliance thereon.

**Information
Supplied to
Bidders**

2.14. Advisors to Tadmor – Conflict of Interest

- a. Bidders acknowledge that in preparation for submission of their Bids and throughout the performance of the Services, they are strictly prohibited from having any conflict of interests between any of their other activities and/or their other obligations and/or any of their employees, consultants or subcontractors and the obligations and rights with respect to the Services and the Agreements to be awarded and assigned pursuant to this Procurement. In the event a certain engagement or employment may entail any conflict of interests or raise a doubt as to the existence of a potential conflict of interest, the Bidder shall request Tadmor's prior written approval for such engagement or employment.
- b. Without derogating from the aforementioned, Bidders acknowledge that in preparation for submission of their Bids and throughout the performance of the concession's obligations they are strictly prohibited from engaging, employing or be otherwise assisted by, directly or indirectly (including through subcontractors), any consultant or expert who was (in the 1.5 years preceding the date hereof) or still is employed or engaged by Tadmor with respect to Tadmor's activities or whose employment or engagement may be in conflict with Tadmor's interests, without Tadmor's prior written approval, which shall not be unreasonably withheld, at Tadmor's sole discretion. The Bidders are requested to verify the above with their consultants and experts. The said approval shall be requested prior to submission of the Bid. In the case of any infringement of this clause, Tadmor may, at its sole and full discretion, reject the submitted bid.
- c. Notwithstanding the above, Bidders acknowledge that they may not employ, engage or be otherwise assisted by, directly or indirectly (including through subcontractors), any of the following entities listed in Annex B, without Tadmor's prior written approval. Tadmor reserves the right to update, from time to time and at its sole discretion, Annex B.

- d. At any time throughout the performance of the Services, Tadmor shall be entitled to require the Successful Bidder, by written notice, to replace any consultant, expert, supplier or subcontractor, for any justified reason, at Tadmor's sole discretion, including in the event such engagement may be in conflict with Tadmor's interest, and the Successful Bidder shall replace such consultant, expert, supplier or subcontractor with an appropriate person or entity with equivalent skills and abilities which shall not be in conflict with Tadmor's interest as specified in this Section 2.15 (and is not listed in Annex B), as soon as possible, and no later than within thirty (30) days following Tadmor's demand. It is clarified, that the Successful Bidder must receive Tadmor's prior approval for the substitute person or entity, which approval shall not be unreasonably withheld at Tadmor's sole discretion.

2.15. Formation of a Special Purpose Company\Vehicle

- a. The Successful Bidder shall incorporate a special purposed vehicle (SPV) if not already incorporated, in the State, under the Laws of the State and for the sole purpose of performing the Services immediately after announced as the Successful Bidder.
- b. In such incorporated SPV the Members' interests in the Bidder shall be pro-rata to the shareholdings provided in Bid Submission or any other holdings if such were approved in advance and in writing by Tadmor.
- c. It is hereby clarified that the same entity (the Bidder or the SPV, as applicable) will sign the Assignment Agreement and the State Agreement and will be responsible for executing the Services as detailed in section 4.4 below.

2.16. Reservation of Rights

- a. Without in any way limiting its rights under Law or under Sections 7.4 (Rejection of the Bids), and 7.5 (Disqualification of the Bids), and notwithstanding the provisions of Section 6 (EXAMINATION AND EVALUATION OF THE BIDS), Tadmor reserves the right to annul the Procurement Process or any part thereof; to reject any Bid; not to accept the Bid awarded with the highest Final Score; not to accept the Bid containing the most advantageous Bid to Tadmor; not to accept any of the Bids; to terminate or cancel this Procurement or any other proceedings which are conducted with respect thereto, or with respect to the Services, at any time (including following the submission of Bids or the determination of the Successful Bidder in accordance with the provisions of Section 7.7 (Successful Bidder)); and/or to run the Procurement Process in any manner Tadmor deems fit; and/or to initiate any other proceedings for the execution of the Services.
- b. Without derogating from the provisions of Section 2.6 (Cost of Participation in the Procurement Process), Tadmor shall not be responsible in any respect to any loss or damage whatsoever suffered by any Bidder, Member and/or any other Legal Entity, their employees, officers, agents, or any other persons for whom any Entity or Bidder may be contractually or legally responsible or accountable, and shall not be required to compensate the Bidder, Member and/or any other Legal Entity, their employees, officers, agents, or any other persons for whom the Bidder, Member and/or any other Legal Entity may be contractually or legally responsible or accountable.

3. METHOD OF SUBMISSION

The Bids shall be submitted in accordance with the following provisions:

3.1. Compliance with the Requirements of the Procurement Documents

Bidders shall prepare their Bids in strict conformity to the requirements of the Procurement Documents. Bidders shall answer all parts relevant to the Bids 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 Bid by the Bidder.

Compliance with the Requirements of the Procurement Documents

3.2. No Unauthorized Modification

- a. Bidders shall not modify or supplement the instructions of the Procurement Documents. Unauthorized conditions, limitations, modifications, supplements, reservations, disclaimers or provisions attached to a Bid may be subject to disqualification, at Tadmor's sole discretion. In the event that such Bid has not been disqualified, for any reason whatsoever, Tadmor will ignore such unauthorized conditions, limitations, modifications, supplements, reservations, disclaimers or provisions.
- b. Without derogating from Tadmor's discretion, any reservations, modifications, supplements or conditions attached to a Bid, which were not submitted by the Bidder to Tadmor in accordance with the provisions of Section 2.9 (Clarification of the Procurement Documents) and approved by Tadmor in the form of an Addendum to the Procurement Documents, issued in accordance with the provisions of Section 2.10 (Addenda), may be deemed unauthorized, and shall not bound Tadmor.

**No Unauthorized
Modification**

3.3. Language of the Bid

- a. The Bids and the statements contained therein and all other documents constituting the Bid are to be submitted in English, in typed form.
- b. Supporting documents and printed materials furnished by a Bidder may be in English or in Hebrew.
- c. Supporting documents and printed materials furnished by a Bidder in any other language than English or Hebrew, should be accompanied by a translation to Hebrew or English, authenticated by a public notary, in which case, for purposes of interpretation, the translation to Hebrew or English (as the case may be), shall prevail. Tadmor shall be entitled (but not obligated) to authenticate the translation and in the event, that the translation shall be found to be in a contradiction to the original document, Tadmor shall be entitled (but not obligated) to require clarifications or disqualify the relevant Bid.

Language

3.4. Signing of the Bids

- a. The Bids shall be duly signed by the Bidder. Each Procurement Form and information submitted therein shall be duly signed by the relevant Entity detailed in such Procurement Form, including the Members of the Bidder (all to the extent applicable).
- b. Each Bidder confirms that by signing and submitting a Bid, the Bidder has read and accepted all of the Procurement Documents and provisions, including the Procurement Documents on Tadmor's Website, and it will be deemed as all of the Procurement Documents were signed by the Bidder.

Signing of the Bids

It is hereby clarified that after being selected as the Successful Bidder, the Successful Bidder will be required to sign all of the Procurement Documents.

- c. All pages of the Bid shall be numbered, and the Bid shall include a detailed table of contents.

3.5. Authorization of Signatures by an Attorney

Adjacent to every Legal Entity's signature (excluding signatures in initials only) within the Bid, there shall be a confirmation by an attorney that the signatory is authorized to commit such Legal Entity in relation to the document on which such signature appears.

Authorization by an Attorney

3.6. Bid Submission Letter

Each Bidder shall include within its Bid a Bid Submission Letter in the form of Gen Form 1, in Envelope 1 (General Information and Threshold Criteria), duly completed and signed.

Gen Form "1"

3.7. Identification of Sensitive Information

- a. Without derogating from the generality of the provisions of Regulation 21(e) of the Regulations (and the discretion granted thereunder to Tadmor), Bidders will detail in a clear, complete and legible manner, in Gen Form 1, all information contained in their Bids which they consider to be of a commercially sensitive or secret nature.
- b. Where necessary, the Bidder shall submit additional, separate, copies of elements of its Bid redacting such sensitive information in accordance with Section 7.7 (Successful Bidder).

Identification of Sensitive Information

- c. For the avoidance of doubt, it is hereby emphasized that the price proposal shall not be deemed to constitute information of a commercially sensitive or secret nature.

3.8. Number of Copies

- a. The Bid documents must be submitted, and clearly marked so, as one (1) original and three (3) identical copies (four (4) in total) and, as applicable, additional copies of sensitive information as described in Section 3.7 (Identification of Sensitive Information) above. In addition, each copy shall include a CD/Disk On Key for each envelope containing an electronic copy of the Bid documents, to be submitted in such envelope as described in section 3.9 (Sealing and Marking the Bid), in PDF searchable format (Procurement Forms should be submitted in original PDF searchable format, and other documents should be submitted in scanned PDF format and other documents should be submitted in other secure hyperlinked natural format (i.e. excel, primavera p6, AutoCAD etc.)).
- b. In the event of a discrepancy between any original copy and other copies, the original shall prevail.

Number of Copies

3.9. Sealing and Marking the Bid

- a. Bidders shall seal the original and each of the copies of the Bids including an electronic copy (and, as applicable, additional copies for sensitive information as described in Section 3.7 (Identification of Sensitive Information) above), in the three (3) separate envelopes described in Section 1.4.1. Each Envelope and each container shall:
 - (i) Bear the name and address of the Bidder;
 - (ii) Be addressed to Tadmor's address indicated in BDS;
 - (iii) Clearly identify the Envelope number and name (e.g. 'Envelope No. 2 (Technical Proposal and Evaluation Criteria)').
- b. The envelopes shall then be sealed in an outer envelope or a box, clearly marked with the name and number: "***Bid Submission for the renovation, lease and operation of the TADMOR culinary school, high school and Hotel'***", and no other markings shall be made.
- c. The price proposal shall be submitted in a separate envelope.

Sealing and Marking

- d. The envelopes and boxes shall be delivered, on the Bid Submission Date, as indicated in the BDS, during opening hours 09:00-15:00 (Israel time, +2 GMT) to the dedicated box located at the following address (an ID card is required in order to enter the building and Tadmor's offices):

Bazel 38 st., Herzliya, Israel

- e. For the avoidance of any doubt, any question or clarification other than the Bid submission should be submitted in accordance with the provisions of Section 2.9 (Clarification of the Procurement Documents) above.

3.10. Contents of Submission

For Bidders' convenience and without derogating from the generality of the provisions of Sections 2.12 (Independent Research and Inquiries and Examination of the Site), 2.13 (Information Supplied to Bidders) and 3 (Method of Submission), Annex A includes a detailed list of the content of the Bids and the documentation to be included therein.

Contents of Submission

3.11. Bids Submission Date

- a. The Bids should be submitted at the address noted in Section 3.9 (Sealing and Marking), by the date designated therefore, as set forth in Section 1.5 (Anticipated Schedule), no later than 15:00 Israel time ("**Bids Submission Date**").
- b. Tadmor may, at its sole discretion, extend the Bids Submission Date by issuing an Addendum in accordance with the provisions of Section 2.10 (Addenda).
- c. Tadmor may not consider any proposals that arrive before or after the Submission Date. Any proposal received by Tadmor before the day of the Bid Submission Date or after the day of the Bid Submission Date shall be returned unopened to the Bidder.

Bids Submission Date

3.12. Currency of the Bids

The currency of the Bid shall be NIS.

Currency

In any event in which the information required and/or submitted within the Bid, is referring to a currency which is not in NIS, the Bidders are required to convert the relevant information to NIS. Such conversion will be calculated according to the average exchange rate of the relevant currency, in the relevant year, as published by the Bank of Israel.

The Bidders must include the exchange rate on which they based any such conversion and the conversion calculation.

3.13. Validity of the Bids

- a. The Bid shall be valid for a period of twelve (12) months as of the Bids Submission Date.
- b. Tadmor may request Bidders, or any of them, to extend the validity of their Bids for a specified additional period, provided however that the consent of Bidders will be required, in the event that the extension required exceeds three (3) months. In any event in which the validity of the Bids will be extended the Bidders will be required to extend the validity of their Bid Guarantee respectively.

Validity

3.14. Bid Guarantee

- a. The Bidder must submit an irrevocable, autonomous and unconditional guarantee, in accordance with the requirements detailed herein and in the form of Gen Form 4 – Bid Guarantee (hereinafter "**Bid Guarantee**").
- b. Tadmor is entitled, at its sole and absolute discretion, to exercise the Bid Guarantee, or any part thereof, in case one of the following occurs: (i) during the bidding process the Bidder acted in a misleading manner or with lack of good faith; (ii) the Bidder provided misleading information or deliberate omission of important information; (iii) the Bidder withdraw its Bid after the deadline for Submission of Bids during the evaluation period; (iv) after being selected as the Successful Bidder or as the "Second Eligible" Bidder, the Bidder did not follow the instructions of the Invitation to Bid which constitute a pre-requisite for the engagement of Tadmor and/or the State with the Successful Bidder.

Bid Guarantee

- c. Upon the receipt of the notification that the Bidder was selected as the Successful Bidder, Tadmor reserves the right to request that Bidder to extend the validity of its Bid Guarantee until replacement with a performance guarantee as defined in the State Agreement.
- d. The Bid Guarantee of unsuccessful Bidders will be returned as promptly as possible following Tadmor's notification of the Successful Bidder, and subject to the provisions of section 7.7 (Successful Bidder).
- e. The Bid Guarantee shall be in the amount of NIS 1,000,000 (one million) issued by a licensed Israeli bank or by a licensed Israeli insurer with a credit rating (the credit rating shall be dated no later than 12 months prior to the Bid Submission Date) by one of the following local rating firms, of at least: (i) (ilAA-) in the rating scale published by S&P Maalot; or (ii) (Aa3) in the rating scale published by Midroog. A Bid Guarantee issued by a licensed Israeli insurer shall be signed by the licensed Israeli insurer itself and not by its agent.

In this Sub-Clause 3.14(e), a licensed Israeli bank shall include a foreign bank that holds a valid 'foreign bank license' ('בנק חוץ') according to the *Israeli Banking (Licensing) Law, 5741-1981 (1981 - התשמ"א)* (רישוי), (חוק, **"Licensed Foreign Bank"**), and has a credit rating by one of the local rating firms as detailed above, or a credit rating (the credit rating shall be dated not earlier than 12 months prior to the Bid Submission Date) by one of the following rating firms, of at least (i) (A2) in the rating scale published by Moody's Investor Service; (ii) (A) in the rating scale published by Standard & Poor's Corporation; or (iii) (A) in the rating scale published by Fitch Investor Service.

In cases in which the Bidder seeks to provide a Bid Guarantee from a Licensed Foreign Bank such Bid Guarantee will be issued by a branch of the Licensed Foreign Bank which is located within the State of Israel.

- f. Tadmor shall have the right at any time and under its sole discretion to demand a replacement of the Bid Guarantee for a Bid Guarantee issued by a different institution, inter alia, as a result of a change in the credit rating of the issuer. The Bidder shall submit such Bid Guarantee within fourteen (14) days from any such demand.

- g. Bidders are informed that Tadmor may reject the Bid Guarantee and disqualify such Bidder if the Bid Guarantee is not in accordance with the requirements detailed herein.
- h. For the purpose of authorizing the Bid Guarantee wording the Bidder may although not required, to submit, no later than one (1) month prior to the Bids Submission Date, as applicable, a copy of the Bid Guarantee intended to be submitted with their Proposal (“**Bid Guarantee Draft**”).
- i. Tadmor shall examine the Bid Guarantee Draft, and may with respect to each such Bidder:
 - (i) Request, if necessary and to the extent it deems fit, the Bidder to edit, alter or adjust the Bid Guarantee Draft and/or provide the Bidder with its comments all in order to ensure the compliance of the (final) Bid Guarantee with the provisions of this Invitation to Bid and the form attached in Volume 1A, Part IV; or
 - (ii) Confirm and approve the Bid Guarantee Draft for its submittal so long as it is satisfactory and compatible with the provisions of this Invitation to Bid and the form attached in Volume 1A, Part IV.

Tadmor’s correspondence with any Bidder with respect to the Bid Guarantee Draft will not be made public, and will not be transmitted to the other Bidders; however, Tadmor may decide to allow changes to the Bid Guarantee following requests with respect to Bid Guarantee Drafts.

4. GENERAL PROVISIONS RELATING TO THE PARTICIPATION OF BIDDERS

4.1. One Submission for Each Bidder

- a. Each Bidder may submit only one Bid.
- b. Each Member may participate in only one Bid.

**One Submission
for Each Bidder**

For the purpose of the provisions of this Section 4.1 only, the terms "Bidder" and "Member", shall be deemed to include any Entity which exercises Control over such Bidder or Member, any Entity under the common Control of such Bidder or Member, and any Entity Controlled by such Bidder or Member.

4.2. The Bidder

A "**Bidder**" shall mean any Legal Entity or SPV, which is participating in the Procurement Process in the intention of submitting a Bid in accordance with the provisions of the Procurement Documents, which is compliant with the requirements of the Procurement Documents, the Threshold Criteria and this Invitation to Bid.

The Bidder

4.3. Members of the Bidder

A "**Member**" shall mean each of the Entities comprising of the Bidder, in the event that the Bidder is a SPV, for the purpose of submitting a Bid in the Procurement Process.

Members of the Bidder

4.4. Members Liability

All Members (together with the SPV, if an SPV will be incorporated in accordance with Section 2.15) shall be jointly and severally liable for any and all obligations, liabilities and undertakings arising out of or in connection with their Bid and the information contained therein and for any and all obligations, liabilities and undertakings of the Bidder in accordance with the Procurement Process, including with respect to all of the Bidders obligations under the Agreements in the event the Bidder shall be elected as the Successful Bidder. The form of the Members' undertaking in connection with the Bid, Procurement Process and the Assignment Agreement and the State Agreement is in Volume 1 Part IV Gen Form 3.

Members and Guarantors Liability

4.5. Authorized Representative

- a. Each Bidder must appoint an authorized representative to act on behalf of and legally bind the Bidder and evidence such appointment by submitting Gen Form 2 signed by all Members of the Bidder ("**Authorized Representative**"). The Bidder may replace the Authorized Representative by providing a prior written notice to Tadmor, signed by all Members thereof.
- b. The Authorized Representative must be authorized to receive instructions, incur liabilities and make representations for and on behalf of any and all the Members of the Bidder during the Procurement Process.

Authorized Representative

Gen Form 2

4.6. Threshold Criteria

4.6.1. General Threshold Criteria

General Threshold Criteria

- a. The Bidder and all of its members (as applicable) will sign and submit a bid submission letter in the format of Gen Form 1.

- b. The Bidder will submit within his Bid all relevant information regarding the Bidder, its Members, their holdings/anticipated holdings in the Bidder (as relevant) and their compliance with the Procurement Documents in the format of Gen Form 7.
- c. The Bidder, and all of its Members (as relevant), will sign and submit within their Bid Submission a Member's warranty in the format of Gen Form 3.
- d. Each Member will complete, sign and submit all relevant information regarding the Member in the format of Gen Form 8.
- e. The Bidder will sign and submit within its Bid all Procurement Documents and Addenda, as required in this Invitation to Bid.
- f. The Bidder will submit within its Bid a Bid Guarantee as required in this Invitation to Bid.
- g. The Bidder will submit within its Bid the receipt as evidence for purchasing the Procurement Document.
- h. The Bidder will submit within its Bid a general renovation proposal (hereinafter the "**General Renovation Proposal**"). Such Renovation Proposal shall include the Bidders proposal for the renovation of Tadmor's facilities, including the amount assigned to each section of the General Renovation Proposal.
For the removal of doubt, the Bidders will be required to assign at least 25% of all sums allocated in the General Renovation Proposal to the renovation of the school's (including the high school) facilities. Any joint facility (or equipment) for the school and hotel, 25% of the sums allocated to such facility will be considered as allocated to the school.
- i. Approvals in accordance with the Public Entities Transactions Law

The Bidder and each of its Members (as applicable) shall provide all relevant approvals required in the provisions of the *Public Entities Transactions Law, 5736-1976*, (hereinafter the "**Public Entities Transactions Law**"), and the regulations thereunder:

- i. Ascertainment of proper bookkeeping practices, in accordance with the *Income Tax Ordinance [New Version] 5721-1961* and the *Value Added Tax Law 5736-1975* and the absence of debts, if applicable, to be submitted within Envelope No. 1 (General).
- ii. Ascertainment of regular reports of revenues to the tax assessor and the director of V.A.T. in transactions that are taxable under the *Value Added Tax Law 5736-1975* to be submitted within Envelope No. 1 (General Information). Each Bidder and its Members (as applicable) and any related entities thereto (as defined in Section 2B to the Public Entities Transactions Law) shall provide an affidavit, authorized by an attorney, pursuant to the Public Entities Transactions Law, to be submitted in the form of Gen Form 5, in Envelope No. 1 (General Information).

- iii. The requirements under this Section 4.6.1.i shall not apply upon Bidders and their Members (if applicable) which are foreign companies.

4.6.2. Threshold Criteria for Israeli Bidders

Bidders will be considered Israeli in the event that:

1) Such Entity(ies) is registered in a State registry as an Israeli entity (Israeli's Companies Registrar, etc.); or

2) In the event of a SPV, a member (or several members) having control of 50% or more of the SPV, (each, as the case may be) is registered as an Israeli entity as specified above, and upon condition that such member will comply fully with the threshold criteria set hereunder;

(Hereinafter - "**the Israeli Entity**").

Unless stated hereunder otherwise the Israeli Entity must demonstrate compliance with the following threshold criteria:

- a. The Israeli Entity is managing a hotel or chain of hotels in Israel, which revenue is at least 50 million NIS a year, with at least 100 rooms in this/these hotel/s.

For demonstrating compliance with this threshold criterion, the Bidder will complete Gen Form 9.

- b. The Israeli Entity demonstrated compliance with Section 4.6.2a has a Cooperation with an Academic Institute or an Institute for Higher Education in the Fields of Tourism, Hotelier, and/or Culinary.

In this Section, the following definitions shall have the meaning ascribed thereto:

"Cooperation" – shall mean, an agreement signed by both cooperators, in which there is a defined role assignment to the cooperators based on their relevant expertise. Such an agreement should be submitted within the Bid Submission.

"Academic Institute" - shall mean, an institute for vocational training in the State or abroad, which may grant an international academic degree, or an academic degree recognized in Israel, in the fields of tourism, hotelier, and/or culinary

"Institute for Higher Education in the Fields of Tourism, Hotelier, and/or Culinary" – shall mean, all of the following:

- The institute passes courses in the fields of tourism, hotelier, and/or culinary, and at least one of these courses is of no less than 360 hours;
- The institute is operating as such for at least 3 consecutive years ending at the Bid Submission Date;
- The total revenue of the institute is no less than 2 million NIS a year;
- The institute or one of its owners has at least three consecutive years of experience within the last seven years, ending at the Bid Submission Date, in the fields of tourism, hotelier, and/or culinary.

For demonstrating compliance with this threshold criterion, the Bidder will complete Gen Form 9.

4.6.3. Threshold Criteria for Foreign Bidders

Any Bidder which is not, an Israeli Entity, will be considered a foreign Bidder ("**the Foreign Entity**").

Unless stated hereunder otherwise, the Foreign Entity must demonstrate compliance with the following threshold criteria. In the case of an SPV, the Member having control of more than 50% of the SPV, must demonstrate compliance with all the threshold criteria set hereunder:

- a. The Foreign Entity has relevant experience in vocational training in the field of tourism, hotelier, and/or culinary for at least three consecutive years within the last seven years, ending at the Bid Submission Date.
- b. The Foreign Entity, which demonstrated compliance with section 4.6.3.a is operating school/s in the fields of tourism, hotelier and/or culinary, and its revenue for this activity is of at least 100 million NIS a year.
- c. The Foreign Entity, which demonstrated compliance with section 4.6.3.a&b, is also managing, at least 2 extensions of its school/s, each is operating for at least one calendar year ending at the Bid Submission Date, and one of such extensions is located within an OECD state.

For demonstrating compliance with the threshold criteria detailed in Section

4.6.3 (a-c), the Bidder will complete Gen Form 10.

. For the sake of clarity, Bidders are notified that Sections 4.6.2 and 4.6.3 are alternative, and that Bidders are required to demonstrate compliance with only one thereof.

5. THE BIDS SUBMISSION

Bids shall be submitted on the Bids Submission Date and in accordance with the provisions of this Invitation to Bid, and shall be divided to the following three (3) Envelopes:

Bids Submission

- a. General Information and Threshold Criteria, prepared in accordance with the provisions of Gen Forms detailed in Volume 1 Part IV (General Information).
- b. Technical proposal and Evaluation Criteria, prepared in accordance with the provisions of the Tech Forms detailed in Volume 1, Part IV (the Technical Proposal).
- c. Price proposal, prepared in accordance with the provisions of the Fin Forms detailed in Volume 1A, Part IV (the Price Proposal).

Even though all parts of the Bid will be submitted by the Bidders together on the Bids Submission Date, they will be evaluated in stages, as detailed in Section 6 (Examination and Evaluation of the Bids), Section 7 (General Provisions relating to Examination and Evaluation of the Bids) and Part III (Evaluation Criteria).

6. EXAMINATION AND EVALUATION OF THE BIDS

The evaluation of the Bids will be carried out by Tadmor in stages, as detailed in Volume 1 Part III (Evaluation Criteria), in accordance with the provisions of the Procurement Documents, internal procedures and in accordance with the provisions of Section 7 (GENERAL PROVISIONS RELATING TO EXAMINATION AND EVALUATION OF THE BIDS) (the "**Evaluation Process**").

**Examination and
Evaluation of the
Bids**

6.1. 1st Stage of the Evaluation Process: Evaluation of General Information and Threshold Criteria

During the first stage of the Evaluation Process, Tadmor will review and evaluate the general information including the threshold criteria.

**1st Stage - General
Information**

Tadmor will review and evaluate the General Information and Threshold Criteria in order to determine whether such part has been submitted in compliance with the requirements of the Procurement Documents (and in particular the Bid Guarantee).

Tadmor will proceed in its evaluation of the Technical Proposal and Evaluation Criteria of Bids' which Tadmor deem to have fully complied with the applicable requirements of the Procurement Documents, provided they are not disqualified pursuant to the provisions of this Invitation to Bid.

6.2. 2nd Stage of the Evaluation Process: Evaluation of Technical Proposal and Evaluation Criteria

**2nd Stage
Technical
Proposal**

During the second stage of the Evaluation Process, Tadmor will examine the Technical Proposal of Bidders in accordance to Volume 1A Part III (Evaluation Criteria) and Part IV (Bidding Forms, Guidelines and Price) of the Procurement Documents.

6.3. 3rd Stage of the Evaluation Process: Evaluation of the Price Proposal

During the third stage of the Evaluation Process, Tadmor will examine the price proposal with respect to the lease price (LP) and the price proposal for the renovation works in accordance to Volume 1A Part III (Evaluation Criteria) of the Procurement Documents.

**3rd Stage of
Evaluation
Process:
Evaluation of the
Price Proposal**

6.4. Determination of the Final Score

The Final Score awarded to each of the Bidders ("**Final Score**") will be as detailed in Volume 1 Part III (Evaluation Criteria) of the Procurement Documents.

**Determination of
the Final Score**

7. GENERAL PROVISIONS RELATING TO EXAMINATION AND EVALUATION OF THE BIDS

7.1. Opening the Bids

- a. Tadmor will leave unopened, any Bids received after the Submission Deadlines. All unopened Bids will be promptly returned to the Bidders.
- b. The opening of the Bids shall be documented by a protocol.

**Opening of the
Bids**

7.2. Request for Presentation

Without derogating from the provisions of Section 2.9 (Clarification of the Procurement Documents), and the provisions of Section 7.3 (Requests for Clarifications), and in addition thereto, Tadmor reserves the right to request Bidders (any or all) to hold a presentation of their Bids, or any part thereof, for any purpose Tadmor deems appropriate.

Presentation

7.3. Requests for Clarifications

- a. Tadmor may request any one of the Bidders to clarify, correct, modify, supplement, amend any item contained in its Bids and/or to delete, disregard, withdraw, or correct any part of the Bid and/or to submit any additional information necessary (including details, drawings specifications and descriptions), in the opinion of Tadmor, for the evaluation of its Bid.

Requests for Clarifications

In doing so, Tadmor may issue a request for presentation, in accordance with the provisions of Section 7.2 (Request for Presentation).

- b. Bidders will comply with the requests of Tadmor and will submit all clarification and additional information requested within the time period stipulated by the request.
- c. The requests for clarifications will be in writing, delivered to the Bidders by mail, messenger, facsimile or Email. Their receipt shall be confirmed by return mail, messenger, or facsimile, to the address or facsimile number or Email noted in the BDS, within forty-eight (48) hours of receipt.

- d. Unless otherwise requested by Tadmor, Bidders' responses to the requests for clarifications will be submitted in one hard copy and on a CD containing a searchable PDF copy of the response, which will form an integral part of their Bids, as the case may be. Bidders' responses to the requests for clarifications will be attached to the Bids original and/or copies, along with copies of the requests for clarifications, and will replace and/or take precedence over corresponding items within the Bids documents that are contradictory.
- e. Bidders may be invited to meet Tadmor and/or to supply clarifications and/or additional information to Tadmor. For that purpose, Tadmor may meet any of the Bidders in either separate or joint meetings, and/or request clarification and/or additional information and documents from any of the Bidders and, in addition, Tadmor may ask any of the Bidders to modify, amend, correct, withdraw and/or delete any part of their Bids.
- f. Without derogating from the stated in this section above, it is hereby clarified that Tadmor will be entitled, at its sole discretion, to request any of the Bidders to resubmit and/or amend and/or correct and/or revise the General Renovation Proposal (GRP), in part or as a whole. The aforesaid does not derogate from Tadmor's right to reject, at its sole discretion, a GRP, without requesting the Bidders for amendments or resubmission.
- g. Tadmor may exercise its right under this Section 7.3 any number of times during course of the evaluation of the Bids. Any Bidder which will not cooperate may be disqualified.

7.4. Rejection of the Bids

Without derogating from Tadmor's rights under the Procurement Documents and under the Laws:

Rejection of the Bids

- a. Tadmor reserves the right to reject any or all Bids.
- b. Tadmor reserves the right to reject any Bid in the event that Tadmor is of the opinion that such Bid or any part thereof does not conform to the requirements of the Procurement Documents, including without limitation, to reject any Bid subsequently to the rejection of the GRP thereof, as provided in section 7.3.f above.

- c. Without derogating from Tadmor's rights under the Procurement Documents and under Law, Tadmor reserves the right to waive minor or other irregularities or errors in any Bid, including if it appears to Tadmor that such irregularities or errors were made inadvertently.

7.5. Disqualification of the Bids

Without derogating from the rights of Tadmor under this Invitation to Bid, the Procurement Documents and under Law, Tadmor will be entitled, in any of the following events, to disqualify any Bidder, or impose any condition or instruction on its participation in the Procurement Process:

**Disqualification
of the Bids**

- a. The commencement of proceedings, in any court of competent jurisdiction, of bankruptcy, receivership, liquidation or reorganization proceedings against a Bidder and/or Member or any similar situation, as determined by Tadmor, or if the Bidder and/or Member has become insolvent, or if a permanent or an interim receiver or liquidator has appointed over a Bidder and/or Member, unless such proceedings are discharged within a reasonable period of time, as determined by Tadmor in its sole discretion;
- b. The commencement of any voluntary action for the liquidation of any Bidder and/or Member, except for the purposes of merger or reconstruction on terms approved by Tadmor in writing;
- c. In the event that awarding the Bidder will violate the *Trading with the Enemy Ordinance, 1939*;
- d. Employment or engagement of any Entity as defined under Section 2.14 (Advisors to Tadmor – Conflict of Interest) by any Bidder and/or Member, directly or indirectly, for the purposes of the Procurement Process, without the prior written approval of Tadmor;
- e. In the event of unusual events which materially and adversely affect, to Tadmor judgment, the Bidder's and/or Member's financial ability to perform the Services;
- f. The submission of any false or misleading information to Tadmor; and/or

The Bidder shall be required to notify Tadmor of the existence, during the Procurement Process, of any of the events described in this Section 7.5, within a reasonable period of time, dependent upon circumstances. Tadmor may base its decision under this Section 7.5 on the information provided by the Bidder as well as on any other information available to it, and may request the Bidder to provide Tadmor with additional information, as Tadmor deems necessary.

7.6. Negotiation

- a. Without derogating from its rights under any applicable Law and Section 7.1 (Opening the Bids), and without derogating from the generality of Sections 7.4 (Rejection of the Bids) and 7.5 (Disqualification of the Bids), Tadmor reserves the right to conduct or refrain from conducting negotiations with any of the Bidders, in any manner Tadmor deems appropriate, subject to the provisions of the Regulations and any applicable law.
- b. At each negotiation stage, if any, Tadmor may provide or request additional information, and may determine a final assessment method or amend the assessment criteria.
- c. At the end of each negotiation stage, if any, Tadmor may request submittal of improved financial and/or technical Bids, until conclusion of negotiation and submittal of final updated Bid. This process of negotiation and submittal of improved financial and/or technical Bids may be conducted once or several times at Tadmor's sole discretion.

**Discretion of
Tadmor**

7.7. Successful Bidder

- a. Upon the completion of the Evaluation Process and prior to the expiration of the period of the Bid's validity, Tadmor may select the Bidder awarded with the highest Final Score, as the successful Bidder ("**Successful Bidder**").

Successful Bidder

- b. The Bidders hereby acknowledge that according to the Regulations, should they be elected as the Successful Bidder, Tadmor may be required to disclose their Bid or any part thereof, to any of the other Bidders. Therefore, in accordance with Section 3.7 (Identification of Sensitive Information) each Bidder may (but is not required to) submit, an additional sensitive information copy of relevant elements of its Bid, with masked clauses considered by said Bidder as commercially secret, confidential information, trade secrets or other proprietary information which should be protected from disclosure. General confidentiality statements will be disregarded. Nevertheless, any such indication will not bind Tadmor, and it is hereby emphasized that Tadmor, at its sole discretion, may disclose any document of the winning Bid that, in its professional opinion, does not constitute a commercial secret and which is required to be disclosed in order to meet said requirements of the Law.
- c. Tadmor, at its sole discretion, may decide not to select any of the Bids or may decide to cancel the entire Procurement Process at any time. Furthermore, Tadmor is not bound to accept the most advantageous Bid or any Bid whatsoever.
- d. **Second Eligible Bidder**
 - i. Tadmor reserves the right to declare the second ranking Bidder as "**Second Eligible**" Bidder.
 - ii. In case of a failure by the Successful Bidder to sign the Assignment Agreement and/or the State Agreement, Tadmor reserves the right to invite the "Second Eligible" Bidder to sign the Assignment Agreement and the State Agreement. In such event, Tadmor will send a replacing notification of winning Bid to the "Second Eligible" Bidder, who will substitute the Bidder originally selected in this Procurement.
 - iii. Concurrently with the Letter of Award, Tadmor may notify in writing the "Second Eligible" Bidder, and shall require such "Second Eligible" Bidder to extend the validity period of its Bid Guarantee for an additional period that shall be determined by a notice from Tadmor. Tadmor may return the Bid Guarantee to the "Second Eligible" Bidder following the due execution of the Agreements with the Successful Bidder. Once the "Second Eligible" Bidder extends its Bid Guarantee, the validity of its Bid shall

automatically be extended for the additional period.

- iv. Failure of the "Second Eligible" Bidder to provide the extended Bid Guarantee within fourteen (14) days following the receipt of Tadmor's request may disqualify such Bidder, and Tadmor may refer to the next ranking Bidder. Under which circumstances the provisions of this Section 7.7.(d) shall apply upon the third eligible Bidder *mutatis mutandis*.
- v. Notwithstanding the aforementioned, Tadmor reserves the right, upon failure of the Successful Bidder, not to sign the Assignment Agreement and/or the State Agreement with the "Second Eligible" Bidder or any other Bidder, and to procure the Services from any other contractor and/or supplier(s), or to conduct a new bidding procedure.

7.8. Assignment of the Agreements

Without derogating from any right given to Tadmor under this Invitation to Bid, Tadmor's intent to execute and deliver to the Successful Bidder the State Agreement and the Assignment Agreement not later than thirty (30) days following the announcement of the Successful Bidder by Tadmor, provided, however, that the State Agreement and the Assignment Agreement shall be executed and delivered.

Award of the Agreements

For the avoidance of doubt, it is hereby clarified that the State Agreement and the Assignment Agreement will not enter into force until they are duly signed by Tadmor and the State (as applicable).



ANNEX A

CONTENTS OF BIDDER SUBMISSION

Envelope 1 General Information

Gen Form 1	The Bid Submission Letter
Gen Form 2	Power of Attorney - Authorized Representative
Gen Form 3	The Member(s) – Undertaking and Warranties (Sponsors' Unlimited Guarantee)
Gen Form 4	Bid Guarantee
Gen Form 5	Public Entities Transactions Law's Affidavit
Gen Form 7	Bidder's Information
Gen Form 8	Member's Information
Gen Form 9	Israeli's Threshold Criteria
Gen Form 10	Foreigner's Threshold Criteria

Envelope 2 Technical Proposal and Evaluation Criteria

Tech Form 1	Main Practice
Tech Form 2	Academic Institute
Tech Form 3	Relevant Experience
The General Renovation Proposal (not on a specific form)	

Envelope 3 Price Proposal

Fin Form 1	Lease Price and Renovation Amount Proposal
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ANNEX B
ADVISORS TO TADMOR

1. Law firm - Charcon, Ben Ami, Asher & Co. & Ne'eman, Keynan & Co. Ltd.
2. Law firm – Jacob Spigelman & co.
3. Mr. Oren Most
4. ofek hadash – website construction
5. Law firm - Sagi
6. Lvid Engineering LTD
7. Adam Amit Management and Engineering
8. Zamenhof Translation Services

Volume 1 – Part II

BID DATA SHEET (“BDS”)

Section of the Invitation to Bid	Specifications
1.5 (Anticipated Schedule)	<p>Tadmor's Website - http://www.tadmor.co.il/tender</p> <p>Bids Submission Date – 24/10/2018</p> <p>Questions submission deadline- 03/10/2018</p>
2.10(b)	<p>Tadmor</p> <p>Attention: Mr. Harel Balinde</p> <p>E-mail address: _Tender@tadmor.co.il</p> <p>Address: <u>Bazel 38 St, Herzliya, Israel</u></p> <p style="text-align: center;"><u>Reception: 058-6778479</u></p>
3.15 (Bid Guarantee)	Gen Form 4 attached in Volume 1 Part IV