

**ISRAEL MAIN HOTELIER SCHOOL LTD –  
TADMOR (IN VOLUNTARY LIQUIDATION)**

**Procurement 01/2018**

**Part IV – Bidding Forms, Guidelines and Price**

**For the**

**Assignment of Concession and Activity**

**and the Lease and Operation**

**of Israel Main Hotelier School LTD -**

**Tadmor (in Voluntary Liquidation)**

# To be submitted in 3 separate sealed Envelopes

## 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
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## Envelope 2 Technical Proposal and Evaluation Criteria

Tech Form 1	Main Practice
Tech Form 2	Academic Institute

## Envelope 3 Price Proposal

Fin Form 1	Lease Price and Renovation Amount Proposal
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***UNLESS OTHERWISE SPECIFIED, ALL FORMS, DOCUMENTS AND ATTACHMENTS THERETO SHALL BE COMPLETED AND SIGNED BY THE BIDDER, OR IN THE EVENT THE BIDDER IS AN SPV – BY EACH MEMBER OF THE BIDDER.***

# **ENVELOPE 1**

## **GENERAL INFORMATION**

**Consists of the following:**

- |               |  |
|---------------|--|
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| <b>Gen 2</b>  | <b>Authorized Representative</b>   |
| <b>Gen 3</b>  | <b>The Member(s) – Undertaking and Warranties (Sponsors) Unlimited Guarantee</b> |
| <b>Gen 4</b>  | <b>Bid Guarantee</b>   |
| <b>Gen 5</b>  | <b>Public Entities Transactions Law's Affidavit</b>                              |
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| <b>Gen 8</b>  | <b>Member's Information</b>  |
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**GEN 1**

**THE BID SUBMISSION LETTER**

*[To be completed by the Bidder and all Members (as applicable) of the Bidder, in accordance with the provisions of the Procurement Documents]*

*\* Any capitalized terms used and not defined herein shall have the meaning given such terms in the Procurement Documents.*

To:

Israel Main Hotelier School Ltd. – Tadmor (in Voluntary Liquidation) ("**Tadmor**")  
Bazel 38 st., Herzeliya, Israel

Dear Sir,

**Re: Invitation to Procurement for the Assignment of Concession and the Lease and Operation of Israel Main Hotelier School LTD - Tadmor (in Voluntary Liquidation)**

**(The "Invitation to Bid")**

In response to the Invitation to Bid issued on *June 8<sup>th</sup>, 2018*, extending an invitation to submit a Bid Submission;

1. We, the undersigned, \_\_\_\_\_ (*name of Bidder to be completed*), and all the Members (as applicable) thereof, \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; (*name of Members to be completed*) have thoroughly and carefully read the Procurement Documents and are pleased to submit our Bid Submission.
2. We agree to all of the provisions in the Procurement Documents and we submit our Bid Submission in accordance with the terms and provisions contained therein.
3. Each of us, jointly and severally, hereby acknowledges and declares that we have reviewed the Procurement Documents and we agree and accept all of the conditions set forth therein, and we have studied and evaluated, as an expert, and satisfied ourselves as to all relevant matters and details which can affect the execution of the Services by us in accordance with the provisions of the Agreements, all risks related therein (financial and technical), and the conditions of the Site, and, fully understand the substance of the Services, including required equipment, services, works and risks.
4. Pursuant to our evaluation, we have reasonable grounds for believing and do believe that the performance of our obligations in accordance with the provisions of our Bid and the Procurement Documents is feasible and practicable.

5. We hereby warrant and represent that we possess the requisite financial strength, experience, expertise, means, manpower, equipment, resources, knowledge and know-how, required to perform all of our obligations in accordance with our Bid and the Procurement Documents, should we be chosen as the Successful Bidder.
6. We have no claims arising from or related to any damage or expense which may be incurred as a result of the Procurement Process.
7. To the extent that we had any claims with respect to the Procurement Process and/or the Procurement Documents, we submitted such claims prior to the Bid Submission Date. Where we have not made claims (or claims that we have submitted were rejected) prior to the Bid Submission Date we shall be deemed to have waived any such claims.
8. We further undertake that in any event we shall not undertake any legal action intended to delay, postpone or halt the Procurement Process or the execution of the Services, and we hereby waive any right to seek an injunction or interim order or any other temporary remedy or relief from the courts with respect to the Procurement Process or the Services.
9. We warrant that: (i) Our Bid is accurate, complete and up-to-date at the time of the Bid Submission Date, in accordance with the requirements of the Procurement Documents; (ii) Our Bid is fully compliant with all terms and provisions of the Procurement Documents including, without limitation, terms and provisions regarding the standard and manner of execution; and (iii) Our Bid is a complete and integrated whole including within it **all** works, methods, equipment, goods and services required by the Procurement Documents or by the nature of the Services as contemplated therein, at the level of performance or service contemplated therein.
10. We acknowledge and agree that Tadmor shall be entitled, but not required, to view our Bid, while valid, as an irrevocable offer as defined in section 3 of the Contracts Law (General Part), 5733 -1973.
11. We acknowledge and agree that: (i) Tadmor shall be entitled to collect on the Bid Guarantee in any event in which we withdraw our Bid or breach any of our undertakings, obligations and/or representations set forth under the Procurement Documents; and that (ii) we shall have no claim, suit or cause of action with regard thereto.
12. We acknowledge and agree that: (i) where we decide, for any reason whatsoever, not to perform our obligations pursuant to the Procurement Documents, in whole or in part; and/or (ii) where we act in a manner which is not compliant with our obligation to good faith performance, including, but not limited to the undertakings of the Successful Bidder as detailed in the Procurement Documents, then the amount of the Bid Guarantee shall be forfeited to the benefit of Tadmor and shall be considered as liquidated damages incurred by Tadmor, without prejudice, to any other rights or remedies to which Tadmor is entitled.
13. Without derogating from the generality of the provisions of Section 2.16 (Reservation of Rights) of the Invitation to Bid, we understand that the submission of our Bid shall not be deemed in any way to create an obligation on the part of Tadmor to award and/or assign the Bidder (or any other Bidder) the Agreements; that Tadmor has the right to reject, at its sole discretion, the Bid submitted by the Bidder;

and that Tadmor has the right, at its sole discretion, to cancel, terminate or annul the Procurement Process and to reject any or all Bids at any time; to request additional information from the Bidder or other parties; to cancel or modify the Procurement Documents at any time and to negotiate with any or all Bidders or and to otherwise act or exercise its rights in accordance with the provision of the Procurement Documents.

14. We acknowledge and agree that all costs arising from or related to the submission of this Bid, including, without limitation, our review of all of the Procurement Documents and the obtaining of the Bid Guarantee, the submission of requests for clarifications, and the participation in various stages of the Bid Process including negotiations, shall be borne solely and entirely by the Bidder and that we shall have no claim, suit or cause of action with regard to any such costs.
15. We realize that a breach of any of the undertakings, agreements and/or representations, in part or in entirety, may lead to the disqualification of the Bid.
16. The Bidder has the full corporate power to: (i) enter into, perform and deliver, and has taken all necessary action to authorize the entry into, performance and delivery of the Bid and the State Agreement and the Assignment Agreement and the transactions contemplated thereby; and (ii) to own its assets and carry on its business.

Neither the execution, delivery nor the performance of the Bidder's respective obligations pursuant to the Bid and the Agreements (should he be chosen as the Successful Bidder): (i) contravenes or violates any provisions of any law by which the Bidder is bound; (ii) conflicts with or violates in any material respect any provisions of the Bidder's Articles of Association; or (iii) conflicts, violates or will result in a breach, in any material respect, of any of the terms, covenants, conditions or provisions of any agreement or instrument to which the Bidder is party, or by which it or any of its properties or assets are bound or to which they are subject, or constitutes a default under such agreement or instrument.

17. The Bidder and its Members (if applicable) are participating in this Procurement Process only within this Bid; any entity which exercises Control over the Bidder or Member, is under the common Control of such Entity or is Controlled by the Bidder or Member, and thereby does not participate in the Procurement Process except within this Bid.
18. The Bidder and all of its Members (if applicable), have not, directly or indirectly, induced or solicited any other third party, including the Bidder or Members or related entities of a Bidder to put in a false or sham Bid, and has not by itself, directly or indirectly, colluded, arranged or agreed with any Bidder or Members or related entities of a Bidder to secure any advantage against any other Bidder, or to secure any advantage against Tadmor or anyone interested in the Services.
19. The Bid is genuine and has not been prepared in collusion with any other Bidder participating in the Procurement Process, or with any affiliate thereof, and is not collusive or sham in any manner otherwise.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, corporation, company, voluntary association, partnership, trust, or unincorporated association.

20. For the avoidance of doubt, we confirm that the Authorized Representative is entitled to bind and to receive instructions for and on behalf of the Bidder and any and all the Members of the Bidder during the Procurement Process.

**GENERAL UNDERTAKINGS**

21. We accept and agree that our obligations, as set forth in the Procurement Documents, include all terms and provisions expressly set forth therein as well as any obligations, works, or other requirements which are not expressly set forth and which are directly or indirectly related to the full performance of our obligations in full compliance with all provisions of the Procurement Documents.

22. We are legally entitled to use and transfer, or license/sublicense (as applicable), all information, know-how, trade secrets, patents and/or other intellectual property contained in the Bid.

23. We hereby agree to indemnify Tadmor and/or any other government owned entities, for all damages incurred by it as a result of a breach of any of the declarations, warranties and undertakings contained herein.

24. Unless stated otherwise, the laws of the State of Israel shall apply to this Bid Submission Letter, its interpretation and the rights and undertakings of the Bidder and/or any other parties undersigned hereunder and any matter relating thereto and/or deriving therefrom. The applicable court of Tel Aviv shall have the sole jurisdiction over all matters and all disputes arising in connection with the Procurement Process.

25. Incorporated hereto, and made an integral part of the Bid Submission, are all Bid Forms, attachments and annexes thereto, and other annexes attached to the Bid Submission.

26. Detailed herein is information which the Bidder considers to be of a commercially sensitive or secret nature concerning the Bid Submission *[to be completed in accordance with of the Invitation to Bid]*:

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27. The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the Procurement documents, issued until the Bid Submission Date:

Addenda No. _____	Date Received: _____
Addenda No. _____	Date Received: _____
Addenda No. _____	Date Received: _____
Addenda No. _____	Date Received: _____
Addenda No. _____	Date Received: _____
Addenda No. _____	Date Received: _____

...

*[to be completed]*

Faithfully yours,

	<u>Stamp and Signature</u>	<u>Date</u>	<u>Confirmation of signatory rights (*)</u>	<u>Date</u>
The Bidder	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____

*(\*) In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Bidder or the Member (as the case may be) are authorized to sign on behalf of the Bidder or the Member (as the case may be) and to bind such entity for purposes of the above stated Bid Form, for all purposes and intents.*

*(\*\*) to be completed and signed if applicable*



**GEN 2**

Authorized Representative

*[To be completed by the Bidder and all Members (if applicable) of the Bidder, in accordance with the provisions Procurement Documents]*

*\* Any capitalized terms used and not defined herein shall have the meaning given such terms in the Procurement Documents.*

WHEREAS:

1. [●] Limited, a company incorporated under the [●] [relevant law] and having its registered office at [●]; and
2. [●] Limited, a company incorporated under the [●] [relevant law] and having its registered office at [●]; and
3. [●] Limited, a company incorporated under the [●] [relevant law] and having its registered office at [●]; and
4. [●] Limited, a company incorporated under the [●] [relevant law] and having its registered office at [●].

(collectively the “**Members**”); and

WHEREAS the Members may establish a special purpose vehicle for the sole purpose of executing the Services (hereinafter the “**SPV**”) and submission of a Bid Submission in accordance with the terms and conditions set forth in the Procurement Documents and any other related or relevant documents in respect of the Services; and

WHEREAS in accordance with the provisions of the Procurement Documents, the Members are required to authorize one of the Members to act on behalf of and legally bind the Bidder, and the SPV (if incorporated) and the Members in connection with the Procurement Process, including the Bid Submission (the “**Authorized Representative**”).

NOW IT IS HEREBY AGREED as follows:

1. We, the undersigned the Members, the SPV (if incorporated) and the Bidder, do hereby irrevocably designate, nominate, constitute, appoint and authorize [●] Limited, a company incorporated under the [●] [relevant law] and having its registered office at [●], being one of the Members of the Bidder, as the Authorized Representative and hereby irrevocably authorize the Authorized Representative to conduct and execute all actions and legal acts for and on behalf of the Bidder, the SPV (if incorporated) and any one of us during the Procurement process and the execution of the Services (as applicable)

and in this regard, to execute on our behalf and on behalf of the Bidder and the SPV (if incorporated) all or any of such acts, deeds or actions as are necessary or required or incidental to the Bid Submission of the Bidder, the Procurement and/or the Services (as applicable) including but not limited to signing and submission of all forms, applications and other documents, participate in the Bidders' Conference, respond to queries, make any warrants and /or representations, submit information/ documents, sign and execute agreements and undertakings consequent to the announcement of the Bidder as the Successful Bidder (as applicable) and generally to represent the Bidder and the SPV (if incorporated) in its relationship with Tadmor, in all matters in connection with or relating to or arising out of the Bid Submission and/or the Procurement process and/or the execution of the Services (as applicable).

2. In addition, we hereby ratify and confirm all acts, deeds and things done or caused to be done by the Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by the Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by the Bidder, the SPV (if incorporated) or each of their Members.
3. The powers and authorizations granted by us under this Power of Attorney to the Authorized Representative shall not be transferred or assigned without the prior written approval of the Members and Tadmor.
4. The undersigned Members and the Bidder hereby warrant and undertake that no other document and/or agreement contradict or will contradict the provisions of this Power of Attorney.
5. This Power of Attorney shall not be canceled without a 7 days prior written notice to Tadmor.

**IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY.**

	<u>Stamp and Signature</u>	<u>Date</u>	<u>Confirmation of signatory rights</u> (*)	<u>Date</u>
The Bidder	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____

*(\*) In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Bidder or the Member (as the case may be) are authorized to sign on behalf of the Bidder or the Member (as the case may be) and to bind such entity for purposes of the above stated Bid Form, for all purposes and intents.*

### GEN 3

#### The Member(s) – Undertaking and Warranties (Sponsors' Unlimited Guarantee)

*[To be completed by the Bidder and all Members of the Bidder (if applicable), in accordance with the provisions of the Procurement Documents]*

*\* Any capitalized terms used and not defined herein shall have the meaning given such terms in the Procurement Documents.*

To:

Israel Main Hotelier School Ltd. – Tadmor (in voluntary liquidation)  
Bazel 38 st., Herzeliya, Israel

We, the undersigned Members of \_\_\_\_\_(name of Bidder to be completed) (the "**Bidder**"), \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; (name of Members to be completed), (separately a "**Sponsor**"; together "**Sponsors**"), hereby issue this Undertaking, in addition to the representations and warranties issued by us in the Bid Submission Letter, as part of the Bid submitted by the Bidder.

#### 1. **JOINT AND SEVERAL UNDERTAKINGS**

- 1.1. The Sponsors hereby undertake that they are jointly and severally responsible towards Tadmor for the performance of all of the Bidder's and the SPV's (if incorporated) warrants, representations, undertakings and obligations under the Procurement Documents and/or the Bidder's Bid in connection with the Agreements.
- 1.2. This Undertaking is issued by each Sponsor regardless of its respective interests in the Bidder or in the SPV (if incorporated).
- 1.3. This Undertaking is irrevocable and binding upon each of the Sponsors, jointly and severally.
- 1.4. This Undertaking is a direct undertaking issued by each Sponsor towards Tadmor and shall not be deemed to constitute a guarantee.
- 1.5. This Undertaking will also constitute an integral part of the State Agreement and Assignment Agreement.
- 1.6. Tadmor may assign all or any of its rights under this Undertaking.
- 1.7. Without derogating from the foregoing and for the avoidance of doubt:

- 1.7.1. The Sponsors are set forth hereinabove and there are no other Members thereof of the Bidder, except for the above.
- 1.7.2. In the event the Bidder has not been incorporated as an SPV to the Bid Submission Date:
  - 1.7.2.1. We hereby undertake and commit to incorporate the Bidder as an SPV and such SPV shall be established no later than stated in the State Agreement.
  - 1.7.2.2. The SPV shall be held by the Members set forth in the preamble of this undertaking, in the percentage provided in the Bid Submission (Gen Form 8) or any other shareholdings if such were approved in advance and in writing by Tadmor.
  - 1.7.2.3. Following the incorporation of an SPV, we will assure that the SPV shall ratify and approve all of the undertakings and commitments made by the Bidder, in accordance with the provisions of Section 12 (Approval of Actions) to the Israel Corporation Law 5759-1999, or any other law that applies under the SPV's applicable jurisdiction.
- 1.7.3. All shares of the SPV are (as applicable) and shall be ordinary shares of one class having identical rights, privileges and preferences.
- 1.7.4. Tadmor shall not be required to pursue any remedy it may have from the Bidder and/or the SPV (if incorporated) and/or any other person or entity prior to making any demand from a Sponsor and such Sponsor shall not have any claim with respect thereto, nor be released from any obligations as a consequence thereof.
- 1.7.5. The validity of the obligations and liabilities of each Sponsor and/or their extent shall not be affected and/or prejudiced even if the Procurement Documents or the Bid (or any part thereof) is changed and/or amended, from time to time. Each Sponsor hereby confirms its consent to any change and/or amendment and shall remain responsible for all undertaking of the Bidder and/or the SPV (if applicable) as changed and/or amended.
- 1.7.6. Our obligations pursuant to this Undertaking are unconditional and shall not be voided, waived, reduced or otherwise affected and each Sponsor expressly waives, to the fullest extent permitted by Law, any right or defense available to it due to or as a result of:
  - 1.7.6.1. any lack of validity or enforceability of, or any ineffectiveness of, any provision of the Procurement Documents or any other agreement, guarantee or instrument relating thereto;

- 1.7.6.2. any amendment to, waiver of or consent to depart from, or failure to exercise or enforce any right, remedy, power or privilege under or in respect of the Procurement Documents or any right of action, guarantee, indemnity or other contingent obligation;
  - 1.7.6.3. any compromise or settlement of any dispute with the Bidder and/or the SPV (if incorporated) and Tadmor or any failure of supervision by Tadmor to detect or prevent any default of the Bidder;
  - 1.7.6.4. the insolvency of the Bidder or any Sponsor in any proceeding, voluntary or involuntary, involving the winding-up, bankruptcy, insolvency, receivership, administration, reorganization, arrangement, dissolution or liquidation of, or affecting, the Bidder or any Sponsor or any defense which the Bidder or any Sponsor may have by reason of the order, decree or decision of any court or Governmental Authority resulting from any such proceeding;
  - 1.7.6.5. any acceptance of any new or additional undertaking, security or any other instrument, document, agreement, or obligation in connection with all or a part of the obligations of the Bidder under the Procurement Documents;
  - 1.7.6.6. any assignment of this Undertaking by Tadmor.
  - 1.7.6.7. any other circumstance, act or matter of a similar or different nature which might otherwise constitute a defense available to a Sponsor or release from any or all of its obligations hereunder.
- 1.7.7. Notwithstanding anything contained herein to the contrary, each Sponsor expressly and irrevocably waives, to the fullest extent permitted by applicable laws that exonerate or limit the liability of Sponsor including sections 8, 9, and 15 of the Guarantee Law, 5727-1967 or sureties and any defenses provided by such applicable laws.
- 1.7.8. Nothing herein shall be construed as imposing greater obligations and liabilities on the Sponsors than are imposed on the Bidder and/or the SPV (if incorporated) under the Procurement Documents. The Sponsors shall be entitled to all defenses, limitations and exclusions available to the Bidder and/or the SPV (if incorporated) under the Procurement Documents.

## 2. **ADDITIONAL UNDERTAKINGS**

- 2.1 If an SPV is incorporated, the SPV will have an authorized share capital of \_\_\_\_\_ divided into \_\_\_\_\_ ordinary shares.

2.2 Each Member hereinabove will directly own the number of shares specified herein, free from any security interests or other third party rights in the SPV (if incorporated).

Member	Number of Shares
_____	_____
_____	_____
_____	_____

2.3 We shall not assign or transfer any of our obligations pursuant this Undertaking without the prior written approval of Tadmor.

We shall not transfer, sell or issue any shares, partnership interests, options, warrants or any other securities or interests in the Bidder (and/or the SPV, if incorporated) without the prior written approval of Tadmor.

2.4 We shall notify Tadmor of any legal or technical changes, including but not limited to changes in the control of any Sponsor, and any unusual events which affect our ability to perform our obligations pursuant to this Undertaking.

2.5 We shall provide Tadmor such information as Tadmor may reasonably require from time to time with respect to the performance of its obligations pursuant to this Undertaking.

### 3. REPRESENTATIONS AND WARRANTIES

3.1 Each Sponsor represents that:

3.1.1 It has the corporate power to execute and perform this Undertaking and has taken all necessary action to authorize the execution and performance of this Undertaking. Neither the execution nor the performance of the obligations pursuant to this Undertaking: (i) Violates any provisions of any law by which it is bound; (ii) conflicts with or violates any provisions of its Articles of Association; or (iii) violates any of the terms or provisions of any agreement or instrument to which it is party, or by which any of its assets are bound or to which it is subject, or constitutes a default under such agreement or instrument.

3.1.2 This Undertaking has been duly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable against it according to its terms.

3.1.3 There is no pending proceeding against it that may reasonably be expected to have the effect of preventing, delaying or otherwise interfering with the performance of any of its obligations under this Undertaking.

#### 4. NOTICES

4.1 All notices, demands, requests, approvals and other communications under, or in connection with, this Undertaking shall be made in writing and may be sent by registered mail or facsimile.

A notice shall be deemed to have been served (i) if sent by registered mail-seventy two hours following the time of its posting; or (ii) if sent by facsimile-twenty four hours following the time of its transmission.

The address and facsimile number for all notices shall be in Israel.

4.2 The address, email address and facsimile number for all notices are:

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4.3 Each Sponsor hereby appoints *(name to be completed)* a representative upon whom court papers may be served on its behalf (the “the **Process Agent**”). The service at the address of the Process Agent shall constitute proper service for the purposes of Israel Civil Law Procedure Regulations 5744-1984.

The address of the Process Agent shall be in Israel.

The details, address and facsimile number of the Process Agent are:

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#### 5. NO WAIVER: REMEDIES

5.1 No failure by Tadmor to exercise, and no forbearance or delay in exercising any right under this Undertaking will operate as a waiver thereof.

No partial exercise by Tadmor of any right will preclude any other or further exercise of that right or any other right. No waiver of any breach or default under a provision of this Undertaking will constitute a waiver of any subsequent breach or default under that or any other provision of this Undertaking.

5.2 Each of the rights and remedies of Tadmor under this Undertaking is cumulative and not exclusive of any other right or remedy existing by agreement, under any applicable Law or at equity.

**6. GOVERNING LAW**

This Undertaking shall be governed by, and construed in accordance with the Laws of the State of Israel, without regard to the conflict of laws rules thereof.

**7. CONSENT TO JURISDICTION**

Each Sponsor irrevocably submits to the jurisdiction of the authorized court in Tel-Aviv, in any proceeding arising out of or relating to this Undertaking.

To the extent that a Sponsor has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process with respect to itself or its property, such Sponsor hereby irrevocably waives such immunity, to the extent permitted by applicable laws, in respect of its obligations under this Undertaking.

**8. SEVERABILITY**

Any part of this Undertaking which is found to be invalid or unenforceable, shall not affect the validity or enforceability of any other parts. Such invalid or unenforceable part shall be deemed severed from the Undertaking which shall be construed and enforced without reference to such part.

Where provisions of any applicable Law resulting in such invalidity or unenforceability may be waived, they are hereby waived by the Sponsor to the full extent permitted by applicable Law so that this Undertaking shall be deemed valid, binding and enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have executed this Undertaking.

Faithfully yours,

	<u>Stamp</u> _____ and _____	<u>Date</u> _____	<u>Confirmation of</u> <u>signatory rights</u> (*) _____	<u>Date</u> _____
	<u>Signature</u> _____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____



*(\* In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Member are authorized to sign on behalf of the Member and to bind such entity for purposes of the above stated Undertaking, for all purposes and intents.*

*(\*\*) to be completed and signed if applicable*

**GEN 4**

**Bid Guarantee**

To:

Israel Main Hotelier School Ltd. – Tadmor (in voluntary liquidation)  
Bazel 38 st., Herzeliya, Israel

, 2018

Re: **Letter of Guarantee no. \_\_\_\_\_ (Bid Guarantee)**

At the request of \_\_\_\_\_ (the "**Bidder**" or the "**Member**"), we hereby irrevocably, autonomously and unconditionally guarantee to pay you any amount up to an aggregate amount of NIS 1,000,000 (in words: one million NIS) (the "**Guaranteed Amount**") in connection with its Bid responding to your Invitation to Bid No. \_\_\_/2018 for Assignment of Concession and the Lease and Operation of Israel Main Hotelier School LTD - Tadmor (in Voluntary Liquidation) (the "**Procurement**").

Within ten (10) days of the date on which your first written demand was received by us, we shall pay you any amount required in your demand up to the Guaranteed Amount without you being required to substantiate your demand or to demand payment thereof from the Bidder or the Member prior thereto and without set off or deduction and free of any fees or taxes, notwithstanding any claims or objections by the Bidder or the Member or ourselves or by any other party whatsoever.

Your demand should be delivered to our offices of the branch signing below, whose address is:

[fill in an address in  
Israel].

Any demand received by us either by fax, telex, cable, e-mail or any other electronic transmission shall not be honored.

We hereby confirm that no change in the terms of the Procurement Documents and/or any claims in connection with the Procurement shall derogate from any of our obligations in connection with this Bid Guarantee.

This Bid Guarantee is effective as of the date hereof and shall expire (irrespective of the return of this Bid Guarantee to us) on January 24, 2019 (the "**Expiry Date**"). Any demand under this Bid Guarantee must reach us not later than the Expiry Date. Any demand reaching us after the Expiry Date will not be honored.

Your demand for payment of the Guaranteed Amount may be affected in stages, and payments will be executed in accordance with your demand provided that the overall total of the payments does not exceed the aggregate Guaranteed Amount.

The Guaranteed Amount shall be reduced by any payment effected by us under this Bid Guarantee. The forfeiture of part of this Bid Guarantee shall not impair the validity of the part that has not been forfeited.

This Bid Guarantee will not be assigned or transferred by you without our consent except for its assignment or transfer to the State of Israel which will not require our consent.

This Bid Guarantee shall be governed and interpreted by the laws of the State of Israel and the District Court of Tel Aviv shall have exclusive jurisdiction in connection therewith.

Yours faithfully,

**GEN 5**

Public Entities Transactions Law's Affidavit

*[To be completed by the Bidder and by each of its Members (if applicable) of the Bidder, on a separate form]*

*\* Any capitalized terms used and not defined herein shall have the meaning given such terms in the Procurement Documents.*

I, the undersigned, \_\_\_\_\_ I.D. No. \_\_\_ after having been warned that I must declare the whole truth and that I can expect to incur the penalties prescribed by law should I not do so, hereby make the following declaration:

1. I hold the position of a \_\_\_\_\_ in \_\_\_\_\_ *[name of the Bidder/Member]* (hereafter: the "**Company**") and I am authorized to make this affidavit in its name and on its behalf in accordance the Public Entities Transactions Law, 5736-1976, (hereinafter the "Public Entities Transactions Law")
2. This Affidavit consists an integral part of the Proposal for the Procurement No. \_\_\_/2018 issued by Israel Main Hotelier School LTD - Tadmor (in Voluntary Liquidation).
3. By the date of this Affidavit, the Company and any related entities thereto (as defined in Section 2B to the Public Entities Transactions Law), have not been convicted of more than two offenses under the Minimum Wage Law, 5747 – 1987 and/or under the Foreign Workers (Prohibition on Unlawful Employment and Guarantee of Fair Conditions) Law, 5751 – 1991 and/or regarding transactions for the issuance of services as such transaction is defined in section 2 to the Enhancing Enforcement of Labor Laws Law, 5771- 2011, and of any offenses detailed in the third addition to this law.
4. Mark the relevant box:  
 Option A – section 9 of the Equal Rights for Persons with Disabilities Law, 5758 – 1998 (hereafter: the "**Equal Rights Law**"), does not apply to the Company.  
 Option B - section 9 of the Equal Rights Law apply to the Company and it upholds the Equal Rights Law.
5. If the Company marked option B in section 4 above mark the relevant box:  
 Option 1 – the Company employ less than 100 workers.  
 Option 2 – the Company employ at least 100 workers, and it undertakes to apply to the Director General of the Ministry of labor, Welfare and Social Services for the purpose of examining the implementation of its duties under section 9 of the Equal Rights Law, and as the case may be for the

purpose of receiving instructions regarding the implementation of such duties. In the event that the Company has undertaken in the past to apply to the Director General of the Ministry of Labor, Social Affairs and Social Services pursuant to the provisions of alternative 2 above, and an undertaking has been made, it declares that it has applied as required and if it has received instructions to implement its obligations under section 9 of the Equal Rights Law, it also implemented such instructions.

6. For a Company check option 2 in section 5 above – the Company undertakes to pass a copy of this affidavit to the Director General of the Ministry of Labor, Social Affairs and Social Services within 30 days of the signing of the State Agreement by the State.
7. My name and signature appear below, and the contents of this affidavit are the truth.

Name and Signature \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATION**

I the undersigned, in my capacity as legal counsel of the Company, hereby certify that on the \_\_\_ day of \_\_\_\_\_ (month) Messrs. \_\_\_\_\_ with whom I am personally acquainted/who identified himself by I.D. No. \_\_\_\_\_ attended before me and after I had warned him that he must tell the truth, the whole truth and nothing but the truth and that he could expect to incur the penalties prescribed by law should he not do so, he confirmed the truth of his aforementioned Affidavit and signed it.

I certify that Messrs. \_\_\_\_\_, is an authorized signatory of the Company, and is authorized to make such affidavit in its name and on its behalf.

Name of Legal counsel: \_\_\_\_\_

Address of Legal Counsel: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**GEN 6**

**Request for Clarifications Form**

From*: _____	Date: _____
Address*: _____	Email Address*: _____

Note \* THIS INFORMATION WILL NOT BE FORWARDED TO BIDDERS

Request Number	Name of Document	Clause Reference	Subject	Clarification Request
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**GEN 7**

**Bidder's Information**

[To be completed by the Bidder]

\* Any capitalized terms used and not defined herein shall have the meaning given such terms in the Procurement Documents

**1. Name:**

*Business Address:* \_\_\_\_\_  
*Phone:* \_\_\_\_\_  
*Facsimile:* \_\_\_\_\_  
*E-mail:* \_\_\_\_\_

**2. Authorized Representative:** \_\_\_\_\_

**Details of process agent in  
Israel for filling of  
notifications and court  
papers:**

**Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**3. Position Holders in the Bidder:**

<u>Name</u>	<u>Profession</u>	<u>Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**4. Members' Holdings in the Bidder:**

<u>Member</u>	<u>Anticipated Holdings in the Bidder</u>	<u>Roles and Responsibilities</u>
	___%	
	___%	
	___%	
	___%	
	___%	
	___%	

**5. Each Member hereby warrants and declares as follows:**

- The Members hereby undertake to be jointly and severally responsible and liable for any and all obligations, liabilities and undertaking of the Bidder and/or the SPV (as applicable) arising out of or in connection with the Bidder's Bid Submission and the information contained herein and for any and all obligations, liabilities



and undertakings of the Bidder in accordance with Procurement process, including in the event it shall be elected as the Successful Bidder.

**Additional Relevant Information:**

*The Bidder is required to attach a general organizational structure diagram presenting the designated roles and responsibilities of its Members and/or any additional relevant information and documentation.*

*In the event that the Bidder is incorporated entity, it should attach, within this Gen Form, its constitutional documents (which shall include at least incorporation certificate, articles of association and memorandum) and any other documents evidencing its legal status, place of registration and principal place of business. Each such document shall be certified as true and accurate copy thereof by the Bidder's legal counsel.*

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Faithfully yours,

	<u>Stamp and Signature</u>	<u>Date</u>	<u>Confirmation of signatory rights</u> <sup>(*)</sup>	<u>Date</u>
The Bidder	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____
Member	_____	_____	_____	_____

*(\*) In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Bidder or the Member (as the case may be) are authorized to sign on behalf of the Bidder or the Member (as the case may be) and to bind such entity for purposes of the above stated Gen Form, for all purposes and intents*

**GEN 8**

**Member's Information**

*[To be completed by each Member of the Bidder (as applicable)]*

*\* Any capitalized terms used and not defined herein shall have the meaning given such terms in the invitation.*

**1. Name:**

*Business Address:* \_\_\_\_\_

*Phone:* \_\_\_\_\_

*Facsimile:* \_\_\_\_\_

*E-mail:* \_\_\_\_\_

**2. Directors or Executives of  
the Member (as applicable):**

**Name**

**Profession**

**Title**

<b><u>Name</u></b>	<b><u>Profession</u></b>	<b><u>Title</u></b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**3. Position Holders of the  
Member:**

**Name**

**Title**

**Address, Tel &  
Fax No.'s**

<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Address, Tel &amp; Fax No.'s</u></b>
_____	_____	_____
_____	_____	_____

**4. Representative:**

**Israeli Representative\***

*[and as process agent in  
Israel for filling of  
notifications and court  
papers]:*

*\*for non-Israeli companies only*

**5. Legal Status:**

*(check applicable)*

- Private
- Partnership
- Limited Liability
- Other (*explain*)

\_\_\_\_\_

**6. Registration Number:**

Place of Registration: \_\_\_\_\_

Date of Registration: \_\_\_\_\_

**7. Authorized Share Capital:** \_\_\_\_\_  
Issued and Fully Paid Up Capital: \_\_\_\_\_

<b>8. Interested Parties in the Member:</b>	<b><u>Name</u></b>	<b><u>ID/Company Number</u></b>	<b><u>Nationality/Place of incorporation</u></b>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**9. Does the Member have an Israeli subsidiary or affiliate company? Yes  No**   
*If yes – identify and provide details:*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. The Requirement the Member will be demonstrating compliance with:**  
*(if applicable, detail the applicable Threshold and other Requirement the Member is demonstrating compliance with)*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Member accepts the role which has been assigned to it by the Bidder as described in this Gen Form, and should the Bidder be announced as the Successful Bidder, it is the intention of the Member to preform the designated roll and the Services as detailed in the Procurement Documents and the Agreements.

**11. Authorizations and Certifications**

*The Member should attach, within this Gen Form, its constitutional documents (which shall include at least incorporation certificate, articles of association and memorandum) and any other documents evidencing its legal status, place of registration and principal place of business. Each such document shall be certified as true and accurate copy thereof by the Member's legal counsel.*

**12. The Member hereby warrants and represents the following:**

- 12.1. The Member is duly incorporated, organized and validly existing under the laws of the jurisdiction in which it was organized;
- 12.2. Neither the Member nor any Interested Party therein or directors or managers thereof are residents or nationals of a country which does not have diplomatic relations with the State of Israel and/or of a country which does not have proper and reliable trade relations with the State;

- 12.3. The Member has all requisite corporate power and authority for the ownership and operation of its properties and for the carrying on of its business as currently conducted (including the participation in this Procurement Process);
- 12.4. There are no actions or proceedings pending nor, to the best knowledge of the Member and after due investigation, actions or proceedings which might result in any material or adverse change in the Member's business, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets;
- 12.5. The Member has not, directly or indirectly, induced or solicited any other Bidder or Member(s) of a Bidder to put in a false or sham Bid Submission, and has not by itself, or directly or indirectly, colluded, arranged or agreed with any Bidder or Member(s) of a Bidder to secure any advantage against any other Bidder, or to secure any advantage against the Procurement Committee or the State of anyone interested in the Services;
- 12.6. The Member participates in the Procurement Process only within this Bid Submission;
- 12.7. Any person or Legal Entity which exercises Control over the Member, any person or Legal Entity under the common Control thereof, and any person or Legal Entity Controlled thereby, does not participate in the Procurement Process except within this Bid Submission.

Faithfully yours,

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stamp and Signature

I, \_\_\_\_\_, attorney-at-law, hereby do attest and confirm that \_\_\_\_\_ is authorized to sign on behalf of \_\_\_\_\_, and to bind it for purposes of the above stated Gen Form, for all purposes and intents.

\_\_\_\_\_  
Attorney-at-Law

**GEN 9**

**Israeli's Threshold Criteria**

*[To be completed by an Israeli Member of the Bidder (as applicable).]*

*\* Any capitalized terms used and not defined herein shall have the meaning given such terms in the invitation.*

*\*Each Bidder should submit Gen Form 9 or Gen Form 10*

1. I, \_\_\_\_\_ [name of the Israeli Member], in the name of \_\_\_\_\_ [name of Bidder], hereby present the following relevant information:

1.1. Hotel Management Experience

The Member 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.

#	Name of Hotel	Part of a Chain (Y/N; if y name the chain)	Number of rooms	Revenue (in NIS)
1.				
2.				
3.				
4.				

Relevant additional information and documentation providing evidence to the above presented information should be submitted as attachments to this form.

1.2. Educational Cooperation

The Member has an ongoing cooperation with an Academic Institute or an Institute for Higher Education in the Fields of Tourism, Hotelier, and/or Culinary.

Name of Institute: \_\_\_\_\_

Country of Operation: \_\_\_\_\_

Institute's owners: \_\_\_\_\_

Academic Institute: Y/N;

- may grant a degree in the fields of tourism, hotelier, and/or culinary: Y/N

Institute for Higher Education in the Fields of Tourism, Hotelier, and/or Culinary: Y/N

- 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: Y/N
- The Institute operates: since \_\_\_/\_\_\_/\_\_\_\_ (dd/mm/yyyy); until \_\_\_/\_\_\_/\_\_\_\_ (dd/mm/yyyy)
- The yearly revenue of the Institute is: \_\_\_\_\_
- The Institute (or one of its owners) has 3 consecutive years of experience in the fields of tourism, hotelier, and/or culinary: Y/N [full CV, should be submitted as an attachment to this form]

Relevant additional information and documentation providing evidence to the above presented information should be submitted as attachments to this form.

The undersigned hereby undertakes and declares that should the Bidder be announced as the Successful Bidder, the undersigned undertakes towards the Bidder that it shall be responsible and will perform the activities corresponding to the presented experience in Tadmor.

**Additional Relevant Information:**

*(please specify additional relevant information and/or attach to this Gen Form "9" relevant documentation)*

\_\_\_\_\_

\_\_\_\_\_

Faithfully yours,

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stamp and Signature

I, \_\_\_\_\_, attorney-at-law, hereby do attest and confirm that \_\_\_\_\_ is authorized to sign on behalf of \_\_\_\_\_, and to bind it for purposes of the above stated Gen Form, for all purposes and intents.

\_\_\_\_\_  
Attorney-at-Law

**GEN 10**

**Foreigner's Threshold Criteria**

*[To be completed by an Israeli Member of the Bidder (as applicable).]*

*\* Any capitalized terms used and not defined herein shall have the meaning given such terms in the invitation.*

*\*Each Bidder should submit Gen Form 9 or Gen Form 10*

2. I, \_\_\_\_\_ [name of the Foreign Member], in the name of \_\_\_\_\_ [name of Bidder], hereby present the following relevant information:

2.1. Vocational Training Experience

The Member has 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.

#	Facility's Name	Course Name	Field of Training	Years of Operation
1.				
2.				
3.				
4.				

Relevant additional information and documentation providing evidence to the above presented information should be submitted as attachments to this form.

2.2. Operating Schools Experience

The Member is operating school/s in the fields of tourism, hotelier and/or culinary, and its revenue of this activity is of at least 100 million NIS a year.

And the Member 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

[all schools and/or extensions should be listed in the table the hereunder, in separate row]

#	Name of School	Name of Extensions	Country of Operation	Yearly Revenue (in NIS)
1.				
2.				
3.				
4.				

Relevant additional information and documentation providing evidence to the above presented information should be submitted as attachments to this form.

The undersigned hereby undertakes and declares that should the Bidder be announced as the Successful Bidder, the undersigned undertakes towards the Bidder that it shall be responsible and will perform the activities corresponding to the presented experience in the Tadmor.

**Additional Relevant Information:**

*(please specify additional relevant information and/or attach to this Gen Form "10" relevant documentation)*

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Faithfully yours,

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Date

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Stamp and Signature

I, \_\_\_\_\_, attorney-at-law, hereby do attest and confirm that \_\_\_\_\_ is authorized to sign on behalf of \_\_\_\_\_, and to bind it for purposes of the above stated Gen Form, for all purposes and intents.

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Attorney-at-Law



## **ENVELOPE 2**

### **TECHNICAL PROPOSAL AND EVALUATION CRITERIA**

Tech Form 1	Main Practice
Tech Form 2	Academic Institute

**TECH FORM 1**

**MAIN PRACTICE AND RELEVANT EXPERINCE**

The Bidder (or at least one of its Members) shall submit evidence regarding its main practice in the vocational training in the fields of hotelier, culinary and/or tourism, regarding the detailed information completed by it in the table hereunder (the allocation of points is as described in Volume 1 Part III):

<b>Main Practice</b>	The course description (including a syllabus and number of hours)	Number of students completing the course each year	Years conducting the course
In the field of culinary, the Bidder, the Member, or its owner, (as the case may be) has conducted and completed a vocational educational training courses, each course includes minimum of 1000 hours of teaching, and at least 15 students have completed the course			
In the field of hotelier, the Bidder, the Member, or its owner, (as the case may be) has conducted and completed a vocational educational training courses, each course includes minimum of 1000 hours of teaching, and at least 15 students have completed the course			
In the field of tourism, the Bidder, the Member, or its owner, (as the case may be) has conducted and completed a vocational educational training courses, each course includes minimum of 1000 hours of teaching, and at			

<b>Main Practice</b>	The course description (including a syllabus and number of hours)	Number of students completing the course each year	Years conducting the course
least 15 students have completed the course			

NOTHING STATED HEREIN WILL DEROGATE IN ANY WAY FROM ANY OF THE OBLIGATIONS, STATEMENTS, REPRESENTATIONS, REQUIREMENTS AND/OR PROVISIONS DETAILED IN ANY OF THE AGREEMENTS.

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

**TECH FORM 2**

**ACADEMIC INSTITUTE**

<b>Academic Institute</b>
The Bidder shall provide a written agreement for cooperation with an academic institute in the State or abroad which is authorized to grant academic degrees in the fields of tourism, hotelier and/or culinary

NOTHING STATED HEREIN WILL DEROGATE IN ANY WAY FROM ANY OF THE OBLIGATIONS, STATEMENTS, REPRESENTATIONS, REQUIREMENTS AND/OR PROVISIONS DETAILED IN ANY OF THE AGREEMENTS.

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

**ENVELOPE 3**

**PRICE PROPOSAL**

Fin Form 1 Lease Price and Renovation Amount Proposal

**FIN FORM 1**

**LEASE PRICE AND RENOVATION AMOUNT PROPOSAL**

The Bidder shall submit its financial proposal for the amount it will invest in the Renovation Works of the site.

In addition, the Bidder will submit its proposal for the monthly lease amount to be paid.

The Bidder acknowledges that Tadmor has prepared an overall estimation for the Renovation Works amount and the Monthly lease amount, which will not be published. Nonetheless, Tadmor reserves the right to disqualify any Bid in which the price proposals with respect to the Renovation Works and/or the lease amount significantly deviates from such an estimation, and the Bidder waives any claims in that respect.

<b>Price Proposal</b>	The amount invested in the renovation works (in NIS)	The percentage of the revenues to be paid as the lease amount as detailed in the Lease Agreement
The Price Proposal is:		

The Bidder acknowledges that at least 25% of the renovation works amount stated above will be allocated 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.

NOTHING STATED HEREIN WILL DEROGATE IN ANY WAY FROM ANY OF THE OBLIGATIONS, STATEMENTS, REPRESENTATIONS, REQUIREMENTS AND/OR PROVISIONS DETAILED IN ANY OF THE AGREEMENTS.

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_Date: \_\_