



## **THE ECONOMIC DEVELOPMENT AUTHORITY TEL-AVIV YAFO LTD**

### **A municipal corporate body wholly owned by the Tel-Aviv Municipality**

#### **Process No. 2/2019**

### **Invitation to Participate in the Pre-Qualification Stage of a Competitive Process for the Establishment and Operation of Several Individual Natural Gas-Powered Energy Facilities Connected to the MV Grid in the 3700 Neighborhood**

#### **1. General**

The Authority is considering entering an agreement with an entrepreneur, for the purpose of completing the Project.

For this purpose, the Authority considers publishing a Tender, pending upon the results of a Pre-Qualification (PQ) process.

It is hereby clarified that other third parties, including the Tel Aviv – Yafo municipality and sister corporations to the Authority and the Tel Aviv – Yafo municipality, may eventually perform one or all of the functions of the Tender in the Authority's stead, including the issuance of the Tender itself and the eventual engagement with the Awarded Bidder.

Unless specifically stated otherwise herein, capitalized terms in this Invitation shall have the meaning ascribed thereto under this invitation's Definitions Chapter.

#### **2. Project Overview**

The following is a brief and general description of the Project, detailed only for the convenience of the Participants, and is not intended to provide a complete or comprehensive review of the Project, nor is it intended to replace the technical specifications thereof, which shall be published in the framework of the Tender itself, if published.

##### **2.1. The Plan**

The Plan, pertaining to northwestern Tel-Aviv – Yafo, accommodates more than 12,000 housing units and sites for various uses such as business, commerce, hotels, public establishments, and more.

The Plan's borders are as follows: at north – the border between Tel-Aviv – Yafo and Herzliya; at south – Zvi Propes Street; at west – the Mediterranean Sea; and at east – the Mordechai Namir Highway and nearby neighborhoods.

The main axis for the Plan is the extension of Ibn Gabirol Street, one of Tel-Aviv's main streets, which is intended to include the future light railway's "Green Line".

The Plan is based upon modern and sustainable design, including advanced infrastructures of all kinds, and allows for the establishment of all required infrastructure.

Detailed plans for development, as well as for main infrastructures are in advanced

stages of planning and are meant to be implemented in the upcoming years.

Information regarding the Plan is available at:

[http://www.mavat.moin.gov.il/MavatPS/Forms/SV4.aspx?tid=4&et=1&mp\\_id=s%2fkrb3fy5JTt1NtFOZ3Tplexz7UzeJualTtK7RV1GyBUVPpMgFAQK7zrU1CFrKwYqgsKiauKj7ukFyIFrTjNFh6xOKaggkuz](http://www.mavat.moin.gov.il/MavatPS/Forms/SV4.aspx?tid=4&et=1&mp_id=s%2fkrb3fy5JTt1NtFOZ3Tplexz7UzeJualTtK7RV1GyBUVPpMgFAQK7zrU1CFrKwYqgsKiauKj7ukFyIFrTjNFh6xOKaggkuz).

## 2.2. Detailed Plans

Detailed plans No. 3700/1, 3700/2, 3700/3, 3700/4, and 3700/5 are promulgated under the Plan. As of the date of publication of this Invitation, objections thereto are being debated. The detailed plans shall allow for the issuance of construction permits.

Information regarding the submitted detailed plans are available at:

<https://www.tel-aviv.gov.il/Pages/ItemPage.aspx?webId=3af57d92-807c-43c5-8d5f-6fd455eb2776&listId=8d2cd950-bb0c-4862-bc4c-c6ca77aa7a1e&itemId=125>

<https://www.tel-aviv.gov.il/Pages/ItemPage.aspx?webId=3af57d92-807c-43c5-8d5f-6fd455eb2776&listId=8d2cd950-bb0c-4862-bc4c-c6ca77aa7a1e&itemId=126>

<https://www.tel-aviv.gov.il/Pages/ItemPage.aspx?webId=3af57d92-807c-43c5-8d5f-6fd455eb2776&listId=8d2cd950-bb0c-4862-bc4c-c6ca77aa7a1e&itemId=127>

<https://www.tel-aviv.gov.il/Pages/ItemPage.aspx?webId=3af57d92-807c-43c5-8d5f-6fd455eb2776&listId=8d2cd950-bb0c-4862-bc4c-c6ca77aa7a1e&itemId=128>

<https://www.tel-aviv.gov.il/Pages/ItemPage.aspx?webId=3af57d92-807c-43c5-8d5f-6fd455eb2776&listId=8d2cd950-bb0c-4862-bc4c-c6ca77aa7a1e&itemId=129>

## 2.3. General Overview of the Energy Provision System

The Plan includes a sustainable energy provision system, which combines externally-sourced energy with locally-produced energy.

External sources include the IEC's power grid, and the natural gas supply pipe operated by Super NG – a regional concessionaire.

Local production primarily includes photovoltaic energy, as well as electrical and thermal energy produced from burning natural gas at local energy facilities.

## 2.4. Tender Subject Matter

Without derogating from the Authority's rights hereunder, the Tender, will only be aimed towards the production of electrical and thermal energy from natural gas, and delivery thereof to end-consumers. Photovoltaic energy production is not the subject matter of the Tender and this PQ.

## 2.5. Local Energy Facilities

The Plan includes Facilities that correspond to current regulation applicable to local production of energy from natural gas which are connected to the power grid.

The detailed plans include preferable location for the establishment of the Facilities, but the detailed plans allow for some flexibility and include sites which could house

Facilities at a capacity which exceed the current regulatory allowance of 5 megawatts, should future regulation allow for the same.

The final number of Facilities in the detailed plans shall be set in the future and the relevant information will be provided in the framework of the Tender phase.

2.6. Electricity Provision Infrastructure

According to the Plan, each consumer shall be connected to the delivery grid of a delivery license holder – currently this means the IEC power grid. The Facilities shall all be connected to the IEC power grid.

However, without derogating from the above, current regulation allows for the direct delivery of electricity from the Facilities to consumers, provided the Facility also provides them with thermal energy.

2.7. Thermal Energy Provision Infrastructure

The Facilities shall provide thermal energy to consumers at least in the form of the following:

2.7.1. Cold water for air conditioning systems; and

2.7.2. Hot water for sanitary purposes.

Delivery of thermal energy shall be via a closed-circuit system of providing hot or cold water using heat pumps in order to heat the consumer's waters, and the Facility will provide the thermal energy stored within the water and not the water itself as a commodity.

Each consumer shall have to include a fitting heat pump or similar device in its premises. The delivery of cold water for air conditioning systems may be limited to non-residential consumers, subject to various considerations which shall be included in the Tender stage.

2.8. Natural Gas Infrastructure

Provision of natural gas to the Facilities shall be via means of gas pipelines, construction thereof is under the responsibility of a third party.

To the best of the Authority's knowledge, the pipeline is currently at the late stages of planning, and shall be further advanced hand in hand with the development of the Tender.

The terms for planning the Facilities to the pipeline shall be detailed in the Tender stage.

2.9. Execution of the Plan

The Plan is an extensive and comprehensive scheme and as such, its execution is expected to take considerable time and is therefore difficult for precise prediction. However, said execution is expected to include the following major milestones:

Development of main streets as well as main infrastructures with the aim of obtaining construction permits for each of the Plan's sites; and

Implementation of construction rights along with gradual construction according to the Plan.

In spite of the difficulty in predicting the expansion of the consumers in the 3700 neighborhood and therefore the neighborhood's energy demands, establishment of energy provision infrastructure is expected to be required throughout the neighborhood in order to guarantee delivery of energy to each of the neighborhood's establishments, subject to detailed requirements to be made in the Tender.

**For the removal of doubt, the above is a brief and general overview provided solely for the convenience of the Participants. A detailed description of the Project and any works included therein will be specified in the Tender Documents and the Contract that will be attached thereto. It is clarified, that the Authority shall not be bound by the terms of the above and that the scope of the works may be amended and/or redefined by the Authority during, or following this Pre-Qualification Process. This Project Overview and its content should, under no circumstances, be deemed as an alternative to the thorough and professional review of the Plan as well as all other statutory documents relevant to the Project and its execution. The Participant's reliance on the information provided herein shall be at the Participant's sole and exclusive risk.**

3. **Invitation for Pre-Qualification**

- 3.1. This Pre-Qualification process is the first stage in a competitive selection process.
- 3.2. In this Invitation for Pre-Qualification and in the PQ Documents, the Authority invites the Participants to participate in the PQ process by submitting their PQ Submission with all documents and forms that are necessary in order to demonstrate their compliance with all the PQ Requirements.
- 3.3. The purpose of the PQ process is to identify Eligible Participants who comply with all PQ Requirements, and who will be invited by the Authority to participate in the Tender.
- 3.4. The Binding Copy is the sole binding copy of the PQ Documents. In this respect, it is emphasized that any other copy of the PQ Documents, including, without limitation, a copy which was printed by the Participant from the Website and/or any PQ Document submitted by any Participant through any digital media, and any other document which was edited by the Participant and submitted to the Authority, shall not replace the Binding Copy and shall not prevail over the Binding Copy.

4. **The Tender Process**

- 4.1. Following this Pre-Qualification process, the Authority intends to issue the Tender Documents and will select, from the bids that will be submitted by the Eligible Participants, one or more (according to the provisions of the Tender Documents) Awarded Bidder.
- 4.2. The Tender Documents, will be delivered only to those Eligible Participants who were prequalified.
- 4.3. The terms and conditions of the Tender, the selection criteria and any additional requirements, including mandatory qualitative requirements, applying to the Eligible Participants that will submit their bids to the Tender, will be specified in the Tender Documents.

- 4.4. For the removal of doubt, it is hereby clarified that this Invitation is published in English, however, the Authority reserves the right, at its sole discretion, to publish the ultimate Tender Documents in Hebrew.

5. **Schedule**

- 5.1. Without in any way limiting the right of the Authority to change or postpone any of the following dates in accordance with the provisions of this Invitation, the expected schedule for the Pre-Qualification process is as follows:

Last Date for Clarification Requests - Dec. 10<sup>th</sup> 2019 at  
12:00 noon

Submission Date - Feb. 12<sup>th</sup> 2020 at  
12:00 noon

- 5.2. The Authority shall be entitled, at any time, to change and/or postpone any of the abovementioned dates. Notification of such changes shall be delivered as Addenda to all Participants pursuant to the provisions of Section 8 below. In any event of such extension, the rights and obligations of the Authority and of the Participants previously subject to such deadlines shall be extended accordingly.

- 5.3. For the removal of doubt it is clarified, that nothing herein shall be construed as granting any extension of time. Without derogating from the generality of the foregoing, the Submission Date may be postponed by such number of days as shall be necessary, at the Authority's discretion, including, *inter alia*, in order to enable the Participants to revise their PQ Submissions as a result of any Addendum issued.

- 5.4. Any change and/or extension as aforementioned shall not derogate from any of the Authority's rights according to the Invitation and any applicable Law, and the Participants hereby irrevocably waives and shall be prevented from raising any claim and/or demand in this regard.

6. **Review of the Pre-Qualification Documents and Participation Fee**

- 6.1. Any person and/or legal entity requesting to participate in the PQ process shall be entitled to review the PQ Documents at the Authority's Offices and on the Authority's Website.

- 6.2. Any Addenda issued by the Authority shall constitute an integral part of the PQ Documents, and can be reviewed by any person at the Authority Offices and/or on the Website, as specified above.

- 6.3. Participation in this PQ process is subject, *inter alia*, to payment of the Participation Fee. Any entity interested in participating in this Pre-Qualification Process shall pay the Participation Fee to the Authority by way of cash or check at the Authority Offices during business hours. The Participation Fee shall be paid against lawful receipt (and not an invoice).

- 6.4. A Participant that did not pay the Participation Fee shall not be entitled to submit neither Clarification Requests nor a PQ Submission, and any Clarification Request submitted by such Participant may be disregarded and any PQ Submission by such Participant may be disqualified. It is hereby made clear that it is not required that all Members of the Participant shall pay the Participation Fee. For that purpose,

upon submission of a Clarification Request, the Participant shall attach a receipt for proof of payment, and if the Participant includes several Members, the Participant shall also indicate which Member(s) paid the Participation Fee.

- 6.5. Subject to the provisions of Section 24 (Reservation of Rights) below, the Participation Fee shall not be returned.
- 6.6. Together with the payment of the Participation Fee, each Participant shall provide the Authority with its updated contact details, including its full name, identification number, address, phone number, facsimile number and e-mail address.
- 6.7. The Authority shall not be responsible and shall carry no liability for any damage and/or loss and/or expense, of any kind whatsoever, incurred by a Participant and/or to anyone on its behalf, due to any fault and/or malfunction and/or error and/or omission, of any kind, with respect to the details stipulated by the Participant and/or lack of availability of the Website, and the Participant hereby irrevocably waives and shall be prevented from raising any claim and/or demand in this respect.

## 7. **Clarifications of the Pre-Qualification Documents**

- 7.1. The Participants are responsible for examining the PQ Documents with appropriate care and for being informed regarding any and all conditions which may in any way affect their participation in the PQ and the subsequent Tender.
- 7.2. Any Clarification Request submitted at a later date than the Last Date for Clarification Request may be regarded or disregarded, at the sole discretion of the Authority. The Participants shall specify in the Clarification Request the relevant section to which their question or clarification relates.
- 7.3. Any Clarification Request shall be submitted in writing and addressed to "Dana Shargal" at E-mail address [dana@ta-eda.co.il](mailto:dana@ta-eda.co.il). The E-mail sent shall bear the subject "**Energy Facilities Competitive Process – PQ Clarification Request**".
- 7.4. All Clarification Requests shall be submitted in both Microsoft WORD format (open for editing), as well as **signed** PDF format, while the signed PDF format shall be the binding format.
- 7.5. The Authority's answers to the Clarification Requests shall be made in writing and addressed to the general public with no reference to the submitter of the Clarification Request.
- 7.6. Notwithstanding the above, the Authority has no obligation to respond to any Clarification Request or to amend the PQ Documents further to such Clarification Request. Lack of response shall be considered a rejection of such request. All replies issued by the Authority to the Clarification Request shall constitute an Addendum, as defined in Section 8 below.
- 7.7. It is the Participant's sole responsibility to ascertain which Addenda were issued prior to the Submission Date, to consider their content and be familiar with their terms, and the Participant hereby irrevocably waives and shall be prevented from raising any claim and/or demand in this respect. The Participants shall print each Addendum and attach it to their PQ Submission.
- 7.8. The Authority shall not be bound by, and Participants shall not rely on, any interpretation or clarification made orally by the Authority to the PQ Documents.

- 7.9. Without derogating from any of the Authority's rights, the Authority may request from any of the Participants to clarify, supplement, and/or amend any item contained in its PQ Submission and/or to delete, disregard, withdraw, or correct any reservations therein and/or to submit any additional information, details and explanations, which the Authority considers necessary for the evaluation of its PQ Submission.
- 7.10. Participants shall comply with any request for clarification issued by the Authority and shall submit all clarifications and additional information requested therein, within the period stipulated in such request. Participant's response to the request issued by the Authority, shall be attached to the PQ Submission of such Participant, shall form an integral part thereof, and shall replace and/or take precedence over corresponding items in the PQ Submission that are lacking or contradictory to the said response.

## 8. **Amendments and Addenda**

- 8.1. At any time prior to the Submission Date, the Authority may issue an Addendum. Any Addendum will be published on the Authority Website and delivered to all the Participants who paid the Participation Fee, through the means the Authority shall deem fit. Participants shall be required to acknowledge receipt of any such Addendum.
- 8.2. Any modification of the PQ Documents, which may become necessary as a result of a Clarification Request, shall be made by the Authority exclusively through issuance of an Amendment pursuant to this Section.
- 8.3. Only Addenda that were issued by the Authority, whether on the Authority's initiative or as a response to Clarification Request, in accordance with the provisions of this Section 8 above, shall bind the Authority. The Authority shall not be held liable for, or bound by any replies, information or instructions not issued pursuant hereto.
- 8.4. For the avoidance of doubt it is clarified, that any modification, amendment, reservation, clarification, revision, addendum, elimination or other change of any of the provisions of the PQ Documents or any part thereof, made by a Participant in any manner whatsoever, may cause disqualification of such Participant's PQ Submission, all in accordance with the Authority's sole and absolute discretion.

## 9. **Identity of the Participant**

The Participant shall be either: (1) a limited liability company duly incorporated and registered under the laws of the country of its incorporation; or (2) a joint venture comprised of several Members, provided that each Member shall be duly incorporated and registered under the laws of the country of its incorporation.

In the event the Participant is a joint venture, the Members that comprise the Participant shall, at all times, remain jointly and severally liable for the Participant's representations, undertakings and obligations hereunder.

## 10. **Threshold Requirements**

- 10.1. The Participant and its Members shall meet all the Non-Financial Threshold Requirements and the Non-Financial Threshold Requirements indicated in Annex

"A" of the PQ Documents.

- 10.2. For the purpose of demonstrating compliance with the Threshold Requirements and the Quality Indications, the Participant, and any Member thereof, may rely upon experience gained by a single entity directly holding no less than 51% in equity of the Participant or the relevant Member thereof.
- 10.3. Without derogating from the above, it is clarified that for the purpose of demonstrating compliance with the Threshold Requirement and the Quality Indications specified above, the Participant or a Member thereof shall be entitled to rely on experience acquired by Purchased Corporations. In such event the Participant is required to attach to its PQ Submission all documentation and include all information to demonstrate both the acquisition of such business operations and the compliance with the relevant Threshold Requirements in accordance with the provisions of this PQ.

11. **Currency Exchange**

For the purpose of evaluation of the PQ Submissions, all currencies included in PQ Submissions shall be converted by the Authority to NIS according to the representative currency exchange rate published by the bank of Israel known at the Submission Date.

12. **Quality Indications**

In the event that more than 7 (or any other number subject to the Authority's full discretion) Participants meet the Threshold Requirements, the Authority shall be entitled to grade the bids submitted by such Participants in accordance with the Quality Indications listed in Annex "B" hereto. In such case, and notwithstanding the provisions of sections 18.1 below, only the 7 (or any other number subject to the Authority's full discretion) Participants with the highest grades shall be nominated as Eligible Participants.

13. **Eligibility and Participation**

- 13.1. Each Participant may submit only one PQ Submission. A Member of a Participant may not be a Member of other Participants. The Participant shall attach to its PQ Submission a Letter of Comfort signed by the Technology Provider (or, if the Technology Provider is a representative of the Essential Equipment's manufacturer, by that manufacturer) and addressed to the Authority, confirming that the Technology Provided (and the Essential Equipment's manufacturer and any entity under its Control), is not a Member of any other Participant.
- 13.2. In addition, the Authority shall be entitled, at its sole discretion and subject to giving the Participant a right of objection thereto, to prevent participation in the PQ and/or disqualify the PQ Submission of a Participant with which or with a Member thereof, the Authority, the Tel Aviv -Yafo municipality, or other municipalities and municipal corporations, has had a negative, bad or failed experience, in the framework of one or more previous engagement between the Authority and such Participant or Member thereof, regarding services or works similar to those to be provided under the present PQ process, including due to lack of trust, inappropriate behavior and/or significant dissatisfaction regarding the works and/or services provided to the Authority by such Participant and/or anyone on its behalf.



14. **Method of Submission - Instructions to Participants**

- 14.1. The Participants shall prepare their PQ Submission in strict conformity with the requirements of this Invitation.
- 14.2. Participants shall fill-out all parts of the PQ Submission Form attached hereto as **PQ Form 1**, in an accurate and detailed manner, disclosing all the information requested, and shall attach thereto all attachments as they may be required therein or according to the PQ Documents.
- 14.3. Participants shall not modify or supplement the instructions of this Invitation. Unauthorized conditions, limitations, modifications, supplements, reservations, disclaimers or provisions attached to a PQ Submission may cause the PQ Submission to be deemed non-compliant with this Invitation.
- 14.4. **It is emphasized that Participant should not include any prices or any price related information in the PQ Submission. In the event that the Participant will not comply with such requirement, the prices or price related information shall not be binding upon the Authority, and the Authority may disregard any such information or disqualify the PQ Submission, all at its sole discretion.**
- 14.5. All PQ Submission, including any supplementary materials and printed literature, as well as any request for clarification shall be submitted either in English or in Hebrew only. In the event that the original document is not in either the English language or the Hebrew language, then the Participant shall submit a translated version of the said document certified by notary and apostille.
- 14.6. The PQ Submission must be submitted in 2 printed copies of which one will be clearly marked as an original.
- 14.7. All documents stipulated in this Section 14 shall be duly signed by the Participant's authorized signatory, accompanied by Participant's corporate seal.
- 14.8. **The Authority shall not allow the submission of a partial submission and may disqualify any PQ Submission that is partial or incomplete.**
- 14.9. Each Participant shall submit its PQ Submission in the Tender Box, in a sealed envelope marked **"Pre-Qualification for a Competitive Process for the Establishment and Operation of Several individual Natural Gas-Powered Energy Facilities Connected to the MV Grid in the 3700 Neighborhood"** containing all of the following:
  - 14.9.1. The PQ Submission Form, including any and all documents and attachments that are required to demonstrate compliance with the Threshold Requirements and Quality Indications;
  - 14.9.2. This Invitation, including any Addenda issued by the Authority. All documents shall be initialed by the duly authorized signatory of the Participant or stamped by Participant's seal in each page;
  - 14.9.3. The invoice for payment of the Participation Fee or a printed copy of a receipt for the payment of the Participation Fee generated through the Website.

15. **PQ Submission Date**

- 15.1. The PQ Submission may be submitted to the Authority and delivered to the designated Tenders Box on or before the Submission Date.
- 15.2. The Authority at its sole discretion, may extend the Submission Date by issuing an Addendum in accordance with the provisions of Section 8 and by posting the new Submission Date on the Website.
- 15.3. All PQ Submissions received after the Submission Date shall remain unopened, and will be returned to the relevant Participant.

16. **Validity of PQ Submissions**

- 16.1. The PQ Submission shall be valid until 6 months after the Submission Date.
- 16.2. For the removal of any doubt, a Participant announced as an Eligible Participant is required to extend the validity of its PQ Submission, until the date specified in the Tender Documents for bid submission, in order to continue its participation in the Tender.
- 16.3. The Authority shall be entitled, from time to time, and at its sole discretion, to extend the validity of their PQ Submissions for additional period, by submitting a written notice to the Participants.

17. **Confidential Information**

- 17.1. Without derogating from the generality of the provisions of (and the discretion granted thereunder to the Authority), The Authority hereby informs the Participants that no part of any PQ Submission shall be regarded by it as to contain any proprietary knowledge, commercial secret or confidential information of any Participant, and therefore shall make the Eligible Participants' PQ Submissions available for perusal by the other, non-Eligible Participants, provided they shall request to thus peruse these PQ Submissions no later than 30 days following the Authority's announcement of the Eligible Participants' identities.
- 17.2. Without derogating from the above, Participants that wishes to do so may indicate, within the PQ Statement Form, in a clear, complete and legible manner, all information contained in their PQ Submission, which they consider to be confidential, and the Authority may or may not regard such information as such. Participants that indicated certain information as confidential will not be permitted to review the same type of information contained in the PQ Submissions of other Participants. Subject to the applicable law, the Authority shall have sole discretion whether to accept or reject any such Participant's confidentiality request.

18. **Evaluation of the Pre-Qualification Submissions**

- 18.1. The Authority shall examine the PQ Submissions in order to determine whether the Participants meet the PQ Requirements. Subject to and without derogating from the Authority's rights under section 12 above, the PQ Submissions will be evaluated on a "go/no-go" basis and will not be graded. As part of the PQ process and without derogating from any other prerogative of the Authority pursuant to the Invitation, the Authority at its sole discretion, may conduct an independent inquiry or investigation regarding any matter in connection with the PQ process and PQ Submission. As part of such an inquiry, the Authority may, inter alia, request further

information and clarifications from any Participant, person or entity that the Authority may deem appropriate;

- 18.2. Without derogating from the rights of the Authority under the Invitation and under the law, the Authority will be entitled to disqualify any PQ Submission in the event that the Authority is of the opinion that such PQ Submission or any part thereof does not conform to the PQ Requirements.
- 18.3. It is hereby made clear that the Authority shall have and may implement its full discretion with regard to the interpretation of any discrepancies within the PQ Submission documents, including contradictory information included in different forms, clerical errors and contradictions between information which is included in the PQ Submission and information which is available to the Authority through other means, such as the public domain.

19. **Announcement of Eligible Participants**

- 19.1. Upon completion of its evaluation of the PQ Submissions, the Authority will announce the Eligible Participants.
- 19.2. Participant(s) who will be deemed by the Authority to have failed to meet any one of the Threshold Requirements or failed to comply with any of the other PQ Requirements, or have met the PQ Requirements but did not meet the required Quality Indications needed in order to be ranked among the top seven (7) Participant (or any other number of Participants to the Authority's full discretion), will not be announced as Eligible Participant.
- 19.3. The announcement of a Participant as an Eligible Participant and any notice related to disqualification and/or failure of a Participant to comply with any of the requirements of this PQ process, shall be delivered to the Participants exclusively by the Authority. Any announcement and/or declaration submitted to Participants in the matter mentioned above, whether orally or in writing, by anyone other than the Authority, shall be deemed invalid, and the Participant shall not rely thereon in any manner and for any purpose or use. Participate relying on such announcement and/or declaration shall do so at its own risk.
- 19.4. Without derogating from the generality of the provisions of Section 24 (Reservation of Rights) below, following the publication of the Tender Documents, the Eligible Participants will be invited to submit a bid in accordance with the provisions of the Tender Documents.

20. **Conference**

- 20.1. The Authority reserves the right to hold a Conference. The participation of the Participants in the Conference may or may not be mandatory.
- 20.2. During the Conference, the Authority may answer questions and provide explanations or clarifications regarding the PQ process.
- 20.3. Following the Conference, the Authority will issue minutes of the Conference to all Participants and only such written minutes issued by the Authority shall be binding. The Authority shall not be bound by, and Participants shall not rely on, any oral representation made by the Authority or by Participants during the Conference.

21. **Responsibility of Participants**

Each Participant shall carefully examine this Invitation and shall evaluate all aspects of this PQ, the Tender and the Project that may affect, directly or indirectly, its participation in this PQ process and the Tender process. Failure of the Participant to examine the Invitation and any of its terms shall not release the Participant from its obligations pursuant to Invitation and full compliance with its PQ Submission.

22. **Review of the PQ Submissions of the Eligible Participants**

22.1. Following the announcement by the Tender Committee of the Eligible Participants, each Participant shall be entitled to Review the PQ Submissions of the Eligible Participants.

22.2. The Authority shall have sole discretion with respect to the withholding of confidential information from the Review.

23. **Pre-Qualification Costs**

Unless otherwise explicitly provided in the Invitation, any and all costs and expenses incurred by the Participants in connection with its participation in the PQ process will be borne by such Participants. For the avoidance of doubt it is hereby clarified that the Participants shall not be entitled to claim any compensation or indemnification from the Authority with respect to any damage, loss, cost or expense incurred by a Participant as a result of an act or an omission of the Authority in relation to the Tender and/or the PQ process, including any postponement, delay or cancellation of such process in its entirety.

24. **Reservation of Rights**

24.1. All Participants acknowledge that the description of the Project as specified in this Invitation is general and indicative only, and that the issuance of this Invitation is not intended to give rise to or create any representation, undertaking or warranty on behalf of the Authority, the Tel Aviv – Yafo municipality or anyone on their behalf with respect to the Project.

24.2. Furthermore, Authority reserves the right to redefine the scope of works, and the terms and conditions for the selection of the Awarded Bidder in the Tender process (including additional pre-qualification or minimum requirements), as it shall deem appropriate.

24.3. Participation in this PQ process does not confer upon a Participant or an Eligible Participant any right with respect to the award of the Tender.

24.4. The issuance of this Invitation is not intended to guarantee the issuance of the Tender and/or execution of the Project or any part thereof. Without derogating from the generality of the foregoing, the Authority reserve the right not to proceed with this PQ process or with the Tender or any part thereof, and may terminate or cancel this PQ or any other procedures which are conducted with respect thereto, at any time, as it shall deem appropriate.

24.5. In the event that the Pre-qualification Process and/or the Tender was cancelled, and such cancellation was not for reasons attributable to the Participant, the Eligible Participants shall be entitled to a refund of the Participation Fee. Except for the refund of the Participation Fee, the Eligible Participants shall not be entitled to any additional refund or compensation of any sort. Each of the Eligible Participants

agrees that any such refund shall serve as agreed compensation and shall be the full and exhaustive payment that the Eligible Participant shall be entitled to in connection with the Pre-qualification Process and/or Tender and their cancellation, and the Eligible Participant hereby waives and shall be prevented from raising any claim and/or demand with respect to any additional relief, remedy, compensation or indemnification related thereto.

- 24.6. It is expressly understood that the reliance by the Participants on a representation or information provided by the Authority with respect to the PQ and/or the Tender shall be done at the Participant's sole responsibility and risk. The Authority and anyone on its behalf, will not be responsible in any respect for any loss or damage whatsoever suffered by any Participant or anyone on its behalf, due to the use or reliance on such representation and/or information contained in this Invitation.
- 24.7. The Authority reserves the right to issue a new invitation for pre-qualification or other process with respect to the Project, which may include other Threshold Requirements, different or additional Quality Indications, or require additional pre-qualification or minimum requirements in the Tender Documents, or issue a different procedure, inviting or not the Participants to take part in such process in other way deemed appropriate, including alternatives not based on a tender.
- 24.8. Should any Reservation appear in the Participant's PQ Submission, for any reason whatsoever (including if due to willful or negligent act of the Participant), the Authority shall be entitled, at its sole discretion, to take any or all of the following actions: (i) to disqualify the PQ Submission; (ii) to request from the Participant clarifications with regard to such Reservation and then accept or reject it, at its sole discretion; (iii) to disregard such Reservation in the evaluation of the PQ Submission and evaluate the PQ Submission without taking the Reservation into account;
- 24.9. Without derogating from the rights of the Authority under the Invitation and under any applicable law, the Authority will be entitled to disqualify any Participant, or impose any condition or instruction on its participation in the PQ process or the subsequent Tender Process in the event that the circumstances are such that the Participant no longer complies with one or more of the PQ Requirements (including in the event that the Participant's Security Clearance is no longer valid) and/or in any of the following events:
  - 24.9.1. The commencement of bankruptcy, receivership, liquidation or reorganization proceedings against a Participant, or any similar situation, as determined by the Authority, unless such proceedings are discharged within a reasonable period of time, as determined by the Authority, or if an interim or permanent receiver or liquidator is appointed over a Participant, or if a Participant has become insolvent;
  - 24.9.2. The commencement of any voluntary action for the liquidation of the Participant, except for the purposes of merger or restructuring on terms approved by the Authority in writing;
  - 24.9.3. Any material breach of the provisions of the Invitation including but not limited to the submission of any false or misleading information to the Authority;

24.9.4. The Participant shall be required to notify the Authority of the existence, during and after the PQ process, of any of the events described in this Section 24.9, within a reasonable period of time under the circumstances. The Authority may base its decision under this Section 24.9 on the information provided by the Participant as well as on any other information available to it and may request the Participant to provide it with additional information, as the Authority deems necessary.

25. **Intellectual Property**

The Invitation is and shall remain the property of the Authority, and is entrusted with the Participants for the sole purpose of the participation in the PQ process.

26. **Governing Law**

This Pre-Qualification and the Tender shall be governed and construed in accordance with the laws of the State of Israel.

The courts of Tel Aviv-Jaffa, Israel shall have exclusive jurisdiction in any and all disputes arising out of or relating to this Pre-Qualification process and/or the Tender.

DEFINITIONS CHAPTER

<b>Term</b>	<b>Definition</b>
<b>Addendum</b>	Any amendment and/or modification to the PQ Documents made by the Authority by way of issuing an addendum, pursuant to the provisions of the Invitation.
<b>Authority Offices</b>	The offices of the Authority at Kiryat Atidim, Building No 2, 2 <sup>nd</sup> Fl., Tel-Aviv.
<b>Clarification Request</b>	Questions, queries and requests for information and/or clarifications, raised by Participants in accordance with the provisions of sections 5.1 and 7 of the Invitation.
<b>Cogeneration</b>	Technology for generating electricity, while utilizing residual heat in order to generate thermal energy.
<b>Control</b>	Shall have the meaning ascribed thereto under the Securities Law-1968.
<b>Eligible Participants</b>	Those Participants which the Authority deemed to have successfully complied with all PQ Requirements.
<b>Energy Facility or Infrastructure Project</b>	Either of the following: energy production project, energy provision project, water desalination project, wastewater treatment project, and projects involving roads, railways, long-range plumbing, above-the-ground power lines, and natural gas delivery.
<b>Essential Equipment</b>	As defined in Annex "A"
<b>Established</b>	With respect to Energy Facilities or Infrastructure Projects, the term "Established" shall mean that that the Participant or the relevant Member thereof (pursuant to the PQ Requirements), has provided the Essential Equipment to a natural gas-powered energy facility, construction of which was finished within the last 5 years preceding the Submission Date and no substantial faults in

<b>Term</b>	<b>Definition</b>
	manufacture, design and/or integration were discovered within 12 months of completion thereof.
<b>Main Contractor</b>	As it is defined in Section 1 of the Health and Safety Regulations (Construction Works), 1988, and including an EPC contractor of a project, with a limited recourse or non-recourse financing.
<b>Member</b>	All members that comprise the Participant.
<b>PQ Documents</b>	All of the appendices and forms attached to the Invitation.
<b>Pre-Qualification or PQ</b>	A preliminary process of pre-qualification, in accordance with the terms and conditions specified herein, through which it will classify Eligible Participants in accordance with Section 19 of the Invitation, for the Tender.
<b>Purchased Corporation</b>	A legal entity, whose business operation was purchased by the Participant or a Member thereof, by way of merger or a statutory merger in accordance with the requirements of the Israeli Companies Law-1999 or other transaction for the transfer of assets and/or business activity.
<b>Quality Indications</b>	Annex B of the PQ Documents.
<b>Representative</b>	As defined in Annex "A".
<b>Representative Agreement</b>	As defined in Annex "A".
<b>Reservation</b>	Any reservation, irregularity, error, modification or fault.
<b>Review</b>	The review of the Eligible Participants' PQ Submission and the resolutions of the Tender Committee, after prior coordination with the Authority.
<b>The Authority</b>	The Economic Development Authority Tel-Aviv Yafo Ltd., a wholly-owned subsidiary of the Tel Aviv – Yafo municipality, acting under its auspices and agreement.



<b>Term</b>	<b>Definition</b>
<b>The Awarded Bidder</b>	The winning bid(s) (which shall be referred-to in the singular denominator) as the awarded bidder of the Tender.
<b>The Binding Copy</b>	The printed version of the PQ Documents that was deposited by the Authority in the Tender Box, and which shall constitute the sole binding copy of the PQ Documents.
<b>The Conference</b>	A conference which may be held by the Authority for all Participants in accordance with section 20 of the Invitation.
<b>The Facilities</b>	Natural gas-powered energy facilities with electricity-generation capacity.
<b>The Financial Threshold Requirements</b>	Shall have the meaning ascribed thereto under Annex "A" of the Invitation.
<b>The Green Line</b>	A light railway along Ibn Gabirol Street.
<b>The IEC</b>	The Israel Electricity Company.
<b>The Invitation</b>	The document which invites Participants to participate in the PQ process by submitting proposals in compliance with PQ Requirements.
<b>The Last Date for Clarification Request</b>	The last date for submission of Clarification Requests as detailed in section 5.1 of the Invitation.
<b>The Non-Financial Threshold Requirements</b>	Shall have the meaning ascribed thereto under Annex "A" to the Invitation
<b>The Participants</b>	The interested parties that submit a PQ Submission and that meet the requirements detailed in the Invitation, and which shall either be a Technology Provider or shall include a Member who is a Technology Provider, provided that such Member shall hold at least 25% in equity in the said Participant.

<b>Term</b>	<b>Definition</b>
<b>The Participation Fee</b>	The participation fee to be paid by the Participants, pursuant to section 6 of the Invitation, in the amount of NIS 3,000.
<b>The Plan</b>	Shall have the meaning ascribed thereto in section 2.1 of the Invitation.
<b>The PQ Requirements</b>	All the requirements of this Invitation, including all Threshold Requirements and Quality Indications.
<b>The PQ Submission</b>	The Participants' proposals submitted to this PQ.
<b>The PQ Submission Form</b>	PQ Form A attached to the Invitation.
<b>The Project</b>	The task to design, establish, operate, and eventually to provide several Facilities to the Authority, all as further described in section 2 of the Invitation.
<b>The Submission Date</b>	The final date of submission of the PQ Submission as detailed in section 5.1 of the Invitation.
<b>The Technology Provider</b>	As defined in Annex "A" of the PQ
<b>The Tender</b>	The published competitive process for the purpose of engaging with one or Eligible Participant to execute and complete the Project.
<b>The Tender Box</b>	Tender Box #1 located in the Authority's office building, at Kiryat Atidim, Tel Aviv – Yafo; 2 <sup>nd</sup> Building, 1 <sup>st</sup> entrance, 2 <sup>nd</sup> Fl.
<b>The Tender Documents</b>	The request for proposals to be issued (if any) by the Authority for the Tender, including a contract for the execution of the Project.

<b>Term</b>	<b>Definition</b>
<b>The Threshold Requirements</b>	All of the Non-Financial Threshold Requirements and the Financial Threshold Requirements set forth in the Invitation and in Annex "A".
<b>The Website</b>	<a href="http://www.ta-eda.co.il">www.ta-eda.co.il</a>

## ANNEX "A"

### THRESHOLD REQUIREMENTS

Unless specifically stated otherwise in this Annex "A", all capitalized terms shall have the same meaning as ascribed thereto under the definitions chapter of the PQ Documents.

### NON-FINANCIAL THRESHOLD REQUIREMENTS

1. The Participant, or a Member of the Participant holding at least 25% in equity in the Participant, shall be either the Essential Equipment's manufacturer, or that manufacturer's Representative (the "**Technology Provider**"). It is hereby made clear that in the case of a Representative, the Participant shall attach a copy of the Representation Agreement to its PQ Submission for review by the Authority.

**Essential Equipment** shall mean natural gas-powered engine or turbine combined with an electricity generator, together with all balance of plant systems required for its operation;

**Representative** shall mean a legal entity which is a party to a Representation Agreement in the territory of Israel with a manufacturer of the Essential Equipment;

**Representative Agreement** shall mean an agreement for agency or distribution in the territory of Israel between a Representative and a manufacturer of the Essential Equipment

2. The Essential Equipment's manufacturer sold during the last 5 years preceding the Submission Date, an aggregate of at least 50 megawatts' worth of Essential Equipment units, with each individual unit measuring between 1 and 5 megawatts.
3. During the last 5 years preceding the Submission Date, the Participant or a Member thereof holding no less than 25% in equity in the Participant, has Established, as a Main Contractor or as a member of a Main Contractor holding no less than 25% in equity in said Main Contractor, Energy Facilities or Infrastructure Projects worth at least NIS 500 million in aggregate excluding VAT, out of which at least one Energy Facility or Infrastructure Project is worth at least NIS 100 million, excluding VAT.
4. In order to demonstrate its compliance with the Non-Financial Threshold Requirements, the Participant shall fill-out Forms D-1 and D-2 of the PQ Documents.

### FINANCIAL THRESHOLD REQUIREMENTS

#### 1. Definitions:

- 1.1. "**Financial Entity**" – Including a Banking Corporation, an Institutional Entity or an Investment Fund.
- 1.2. "**Institutional Entity**" – This refers to any of the entities that are listed in Sections 1-3 of the First Addendum to the Securities Law; in the case of foreign entities – entities that are similar to them, pursuant to the relevant Law in their country of incorporation.
- 1.3. "**Banking Corporation**" – This refers to any of the entities that are listed in Section 4 of the First Addendum to the Securities Law; in the case of foreign entities – entities that are similar to them, pursuant to the relevant Law in their country of incorporation.
- 1.4. "**Investment Fund**" – This refers to a private investment fund, Israeli or foreign, in which

the majority of the investors (i.e. more than 50%) are Institutional Entities (Israeli or foreign), which is after the first closing, or a public investment fund which is listed for trading. In order to demonstrate compliance with the aforementioned, the Participant shall attach to its PQ Submission the relevant investment agreements and appointment agreements demonstrating the overall Committed Capital that has been submitted.

- 1.5. **“Last Fiscal Year”** – This means, with respect to any corporation (which constitutes the Participant or a Member), the period for which the most recent audited consolidated (if relevant) annual Financial Statements (which comply with requirements detailed under Section 6.3 of this Annex "A") have been prepared, but in any event a period ended not earlier than March 31st, 2018.
- 1.6. **“Project Finance Framework”** - project finance framework is financing a project with non or limited recourse to shareholders, while the senior debt is secured by the project assets.
- 1.7. **"Non-Technology Provider Excess Equity" =**

$$\sum_{j=1}^n X_j * ( \text{actual equity of participant member}_j - \text{required equity of participant member}_j^1 )$$

n = quantity of Members of **Participant<sub>i</sub>** which is not a technology provider

j = relevant Member which is not a technology provider

**$X_j =$  for non financial entity 1,**

**for investment fund  $\frac{1.7}{2.1}$ ,**

**for financial entity  $\frac{1.7}{3}$**

## 2. Non-Financial Entity financial robustness

### 2.1. Equity

- 2.1.1. Each Member that is not a Financial Entity is required to demonstrate equity of not less than 1,700,000 NIS (one million and seven hundred thousand New Israeli Shekels) for each 1% (one percent) of holdings in the Participant. The equity will be examined based on the Financial Statements for the Last Fiscal Year, as certified in the Auditor’s Certification of such Member.
- 2.1.2. A Member which is a Technology Provider, and holds no more than 25% in equity of the Participant, can demonstrate its equity requirement as set above, by using the Non-Technology Provider Excess Equity.

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<sup>1</sup> In case of an investment fund,

$$\sum_{j=1}^n X_j * ( \text{actual uninvested commitments of participant member}_j - \text{required uninvested commitments of participant member}_j )$$

## 2.2. Weighted Turnover

Each Participant is required to demonstrate a Participant's Weighted Turnover (or attributed to the Participant, if the Participant is a group) not lower than the Participant's Minimal Average Turnover Required (as such term is defined in Section 2.5.2 of this Annex "A").

## 2.3. Participant's Weighted Turnover

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

$$\text{Participant Turnover} = \sum_{i=1}^{i=n} \text{ATO}_i * \text{HS}_i$$

Where :

$\text{ATO}_i$  = Member (i)'s Average Turnover (as such term is defined under Section 2.4 herein below)

$\text{HS}_i$  = the Percentage of holdings of Member (i) in the Participant .

n= the number of Members in the Participant.

**("Participant's Weighted Turnover")**

## 2.4. Member's Average Turnover

The Weighted Annual Turnover of each Member will be calculated as follows :

2.4.1. For each Member, for which the Percentage of holdings in the Participant is less than 10% (ten percent), the Weighted Annual Turnover will be deemed to be 0 (zero) .

2.4.2. For each Member, for which the percentage of holdings in the Participant is 10% (ten percent) or more, the Weighted Annual Turnover will be calculated as follows :

$$\text{ATO} = (3 * \text{TO}_t + 2 * \text{TO}_{t-1} + 1 * \text{TO}_{t-2}) / 6$$

Where :

ATO = Member's Average Turnover

TO<sub>t</sub> = income turnover in year t

t = Last Fiscal Year

**("Member's Average Turnover")**

## 2.5. Minimal Average Turnover Required

The minimal average turnover required of the Participant is:

2.5.1. In the event that all Members are not Financial Entities –not less than 150,000,000 NIS (five hundred million New Israeli Shekels)

2.5.2. In the event that one or more of the Members are Financial Entities – the Minimal Average Turnover Required of a Participant shall be as follows:

$$X = Y * 150,000,000 \text{ NIS (five hundred million New Israeli Shekels).}$$

Where: Y = the total Percentage of holdings of the Members that are not Financial Entities.

(the "**Participants' Minimal Average Turnover Required**")

2.6. Operating Cash Flow

- 2.6.1. Each Member of the Participant who is not a Financial Entity, is required to demonstrate that its Average Operating Cash Flow for the last three (3) years, is not negative (either positive or equal to zero).
- 2.6.2. For the purpose of this Pre-Qualification Requirement, the Average Operating Cash Flow of each Member who is not a Financial Entity, shall be calculated in the following manner:

$$(CF(t) + CF(t-1) + CF(t-2))/3$$

Where:

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

t = Last Fiscal Year.

(**"Average Operating Cash Flow"**)

Or:

- 2.6.3. In the event that the Average Operating Cash Flow of a Member who is not a Financial Entity, is negative, the Member is required to demonstrate that the ratio between the absolute value of (a) and (b) below is less than 25% :

- a. Shall be the lesser of :
- (i) The Average Operating Cash Flow of the Member; or -
  - (ii) The Operating Cash Flow of the Member for the most recent year (t) .
- b. The Equity of the Member based on its Financial Statements for the Last Fiscal Year (t), minus the Member's Required Equity (as defined below) .

**So that-**

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

**Or that -**

$$\frac{ABS[CF(t)]}{(Equity(t) - Required. Equity)} < 0.25$$

Where :

ABS [x] = the absolute value of x .

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

Equity = the equity of the Member based on its Financial Statements for the Last Fiscal Year .

Required Equity = the equity required from the Member pursuant to Section 2 above.

t = Last Fiscal Year.

2.6.4. No “Going Concern Notice”

The most recent audited Financial Statements of each Participant and/or Member and/or Guarantor (if relevant) shall not contain a “Going Concern Notice”.

3. Financial Entity financial robustness other than an Investment Fund

3.1. Financial robustness – Financial Entity (other than an Investment Fund)

Any Member who is a Financial Entity, other than an Investment Fund, is required to demonstrate its cumulative compliance with the following:

:

3.1.1. Its equity (excluding minimal equity required by Law, to the extent relevant) was not less than 3,000,000 NIS (three million New Israeli Shekels) for each 1% (one percent) of its holdings in the Participant based on the Member's Financial Statements for the Last Fiscal Year, as certified in the Auditor's Certification;

3.1.2. For each 1% (one percent) of its holdings in the Participant, an amount of Assets under Management with a net worth of not less than 30,000,000 NIS (thirty million New Israeli Shekels) as of the end of the Last Fiscal Year.

4. Financial Entity financial robustness of an Investment Fund

4.1. Financial robustness – Investment Fund

Any Member, that is an Investment Fund, is required to demonstrate its cumulative compliance with the following:

4.1.1. For each 1% (one percent) of its holdings in the Participant, the amount of Uninvested Commitments under its management is at least 2,100,000 NIS (two million and one hundred thousand New Israeli Shekels), as of 14 days prior the Pre-Qualification Submission Date; and

4.1.2. For each 1% (one percent) of its holdings in the Participant, the Investment Fund has a committed capital which is not less than 4,200,000 NIS (two million and one hundred thousand New Israeli Shekels), as at the end of the Last Fiscal Year.

“**Uninvested Commitments**” shall mean the Committed Capital minus the amount of all capital invested or otherwise committed by the Investment Fund.

“**Committed Capital**” shall mean all capital commitments made to the Investment Fund by its limited partners.

5. Financial Threshold Requirements – Reliance upon a Guarantor

A Participant/Member may demonstrate compliance with the Financial Threshold Requirements by relying upon a legal entity that Controls the respective Participant/Member (“**Guarantor**”), provided that the Guarantor itself complies with all Financial Pre-



Qualification Requirements in their entirety and cumulatively. If the Guarantor is also a Member, then, for the purpose of determining its financial robustness, the Guarantor's holdings in the Participant will be deemed to also include all the holdings in the Member seeking to rely on such Guarantor.

6. Financial Threshold Requirements – Demonstration of Compliance

- 6.1. In order to demonstrate compliance with the Financial Pre-Qualification Requirements, as set forth in Sections 2 - 5 of this Annex "A", either the Participant or each Member thereof and each Guarantor thereof (if relevant) shall submit PQ Forms A-1, A-2, and A-3 attached to PQ Form A, together with the consolidated (if relevant) audited Financial Statements of the Participant.
- 6.2. All of the abovementioned documents shall be attached to the PQ Submission Form in accordance with the instructions therein.
- 6.3. The referenced Financial Statements, duly prepared and presented in accordance with one of the following sets of accounting rules:
  - 6.3.1. The rules of generally accepted accounting practice in Israel as published by the Israel Accounting Standards Board, including the guidelines for disclosure of the cash flow statement as published in Opinion No. 51 – Statement of Cash Flows.
  - 6.3.2. The rules of generally accepted accounting practice in Israel (US GAAP) as published by the Financial Accounting Standards Board (FASB) in the United States, including the guidelines for disclosure of the cash flow statement as published in ASC 230 Statement of Cash Flows .
  - 6.3.3. The International Financial Reporting Standards (IFRS) as published by the International Accounting Standards Board (IASB), including the guidelines for disclosure of the cash flow statement as published in IAS 7 – Statement of Cash Flows.
  - 6.3.4. An Entity whose Financial Statements are based upon the rules of generally accepted accounting practice in its Country of origin, which are not listed above, is required to submit a specific request to the Tender Committee to approve reliance and submission of a certification by an auditor in accordance with such Financial Statements, at least thirty (30) days prior to the Submission Date. The Tender Committee will decide on a request as stated at its exclusive discretion

ANNEX "B"  
QUALITY INDICATIONS

This Annex "B" sets forth the Quality Indications that may be used by the Authority in accordance with section 12 of the Invitations.

Unless specifically stated otherwise in this Annex "B", all capitalized terms shall have the same meaning as ascribed thereto under the Invitation.

1. The Quality Indications are divided into two types: financial Quality Indications (the "**Financial Quality Indications**"), and non-financial Quality Indications (the "**Non-Financial Quality Indications**"). The compliance of a Participant with the Quality Indications shall be ranked, with Non-Financial Quality Indications awarding up to 60% of the total ranking, and the Financial Quality Indications awarding up to 40% of the total ranking:

$$\text{Total Ranking} = 0.6 * (\text{Non-Financial Quality Indications Score}) + 0.4 * (\text{Financial Quality Indications Score})$$

2. It is hereby clarified that the score awarded in accordance with the Quality Indications shall have no bearings on later stages of the Tender, and it shall only be used in order to select the number of Eligible Participants, as determined by the Authority in accordance with Section 12 of the Invitation.

3. The Non-Financial Quality Indications shall be as follows:

Subject Matter	Indication	Maximum Score per Participant	Quality	Score
Technology Provider's experience in manufacturing the Essential Equipment	Scope of total manufacturing of the Essential Equipment by the Technology Provider in the 5 years predating the Submission Date	30	Up to and including 100 megawatts	15
			Above 100 megawatts	30

Subject Matter	Indication	Maximum Score per Participant	Quality	Score
Participant's activity in the field of maintaining the Essential Equipment in Israel	Either the Participant or a Member thereof, either has or commits to establish, maintenance activity for the Essential Equipment in Israel	30	The Participant has committed to establish and maintain maintenance activity in Israel for the Essential Equipment starting no later than the date of the start of the operation of the Facility	10
			The Participant has had maintenance activity in Israel for the Essential Equipment for more than two years predating the Submission Date	30
The Robustness of the Representative-Essential Equipment manufacturer connection (NOTE – this Quality Indication is only relevant for a Representative. If the Technology Provider is the Essential Equipment's Manufacturer, then that Technology Provider shall receive full score for this Quality	Length of the Representation Agreement	20	According to the terms of the Representation Agreement, it shall be in force for up to two years following the PQ Submission date	10

Subject Matter	Indication	Maximum Score per Participant	Quality	Score
Indication)				
			According to the terms of the Representation Agreement, it shall be in force for more than two years following the PQ Submission date	20
Participant's Experience in the Israel Energy Sector	The Participant, or a Member thereof holding at least 25% in equity in the Participant, took place as either an entrepreneur, owner, an EPC contractor, or as an O&M provider in energy facilities in Israel during the 5 years preceding the Submission Date, by the facility's energy capacity in megawatts	20	Up to 50 megawatts	10
			Between 50 and 100 megawatts	15
			More than 100 megawatts	20
Total Non-Financial Quality Indication Total Possible Score Per Participant				100

4. In order to demonstrate its compliance with the Non-Financial Quality Indications, the Participant shall fill-out the relevant PQ Forms D-1 through D-5 of the PQ Documents.
5. The Financial Quality Indications shall be as follows:

Indication	Points awarded – See Section 5.1 herein below for points calculation method	Formula
<p>The division of the Participant (or its Members if applicable) actual equity by the required equity as stated in Sections 2.1, 3, and 4 of Annex "A" to the Invitation (the “<b>Excess Equity</b>”).</p>	A	$Score_i = \frac{\text{Excess Equity}_i}{\text{Excess Equity}_{max}} * A$ <p>Where:</p> <p>Excess Equity<sub>i</sub> is Excess Equity of participant i and Excess Equity<sub>max</sub> is the Excess Equity of the participant with the highest Excess Equity.</p> <p>Excess Equity<sub>i</sub> =</p> $\sum_{j=1}^n X_j$ <p>* ( actual equity of participant member<sub>j</sub> – required equity of participant member<sub>j</sub> )</p> <p>n = quantity of Members of Participant<sub>i</sub>  j = relevant Member</p> <p><i>X<sub>j</sub> = for non financial entity 1,</i></p> <p><i>for investment fund <math>\frac{1.7}{2.1}</math>,</i></p> <p><i>for financial entity <math>\frac{1.7}{3}</math></i></p>
<p>The Participant Weighted Turnover as stated above in Section 2.3 of Annex "A" to the Invitation.</p>	B	<p>The score will be given as follows:</p> $Score_i = \frac{\text{Participant Turnover}_i}{\text{Participant Turnover}_{max}} * B$ <p>Where:</p> <p>Participant Turnover<sub>i</sub> is the participant weighted turnover of participant i and participant turnover<sub>max</sub> is the participant weighted turnover of the participant with the highest weighted turnover.</p>

<p>The Average Operating Cash Flow as stated above in Section 2.6.2 of Annex "A" to the Invitation.</p>	<p>C</p>	<p>The score will be given as follows:</p> $Score_i = \frac{CFP_i}{CFP_{max}} * C$ <p>Where:</p> <p><math>CFP_i</math> is the Average Operating Cash Flow of participant i and <math>CFP_{max}</math> is the Average Operating Cash Flow of the participant with the highest Average Operating Cash Flow.</p> $CFP_i = \sum CF_i * HS_i$
<p>The Participant, or a Member of the Participant that holds at least 25% (twenty five percent) of the Participant may gain additional scoring by demonstrating a financial closing prior experience of a BOT, BOO, DBOT or PFI project in the last 5 (five) years.</p> <p>For this matter, financial closing prior experience will be only attributed to a Participant or a Member which held at least 25% (twenty five percent) of the share capital of the SPV or SPC of a project, with a limited recourse <b>or</b> non-recourse financing.</p> <p>Such holding should be demonstrated to occur during the financial closing and at least 6 months prior.</p> <p>Relevant project will be an infrastructure/energy project with a total debt raised of at least 100,000,000 NIS (one hundred million New Israeli Shekels), in a Project Finance Framework as set above in section 7. For each project</p>	<p>D</p>	$Score_i = \frac{PED_i}{PED_{max}} * D$ <p>Where:</p> <p><math>PED_i</math> is PED of Participant i and <math>PED_{max}</math> is the PED of the Participant with the highest PED.</p>

<p>experience demonstrated (hereinafter: “<b>PED</b>”), as stated above, the Participant will receive 1 (one) point.</p>		
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5.1. Points awarded:

$$A = 25*(1 + \text{financial entity holding in the participant} * 2)$$

$$B = 25*(1 - \text{financial entity holding in the participant})$$

$$C = 25*(1 - \text{financial entity holding in the participant})$$

$$D = 25$$

The Financial Quality Indication total score will be A+B+C+D. It is hereby clarified that the maximum score that can be attained is 100 (one hundred) points.

In order to demonstrate its compliance with the Financial Quality Indications, the Participant shall present its Financial Statements and statements by the CFO or the CEO as detailed under forms C1-C4.

5.2. As hereinabove Section 1 said, it is hereby made clear that the Non-Financial Quality Indications Score shall be counted towards 60% of the total ranking, and the Financial Quality Indications Score shall be counted towards 40% of the total ranking.

## **PRE-QUALIFICATION FORM 1**

To:

THE ECONOMIC DEVELOPMENT AUTHORITY TEL-AVIV YAFO LTD

**Re: Invitation to Participate in the Pre-Qualification Stage of Tender No. 2/2019 for the Design, Build, Operation and Transfer of Several Individual Natural Gas-Powered Energy Facilities Connected to the MV Grid in the 3700 neighborhood.**

In response to the Invitation to Participate in the Pre-Qualification Stage of Tender No. 2/2019 for the Design, Build, Operation and Transfer of Several Individual Natural Gas-Powered Energy Facilities Connected to the MV Grid in the 3700 Neighborhood, (the "**Invitation**"), we the undersigned, \_\_\_\_\_ (*name of Participant to be completed*) after having thoroughly and carefully read the Invitation, are pleased to submit our PQ Submission.

1. We agree to all the provisions in the Invitation and we submit our PQ Submission in accordance with the terms and provisions contained therein.
2. We warrant that the PQ Submission is accurate, complete and up-to-date at the time of the Submission Date, in accordance with the requirements of the Invitation. The PQ Submission is genuine and not collusive or sham.
3. We acknowledge and accept the provisions of Section 24 (Reservation of Rights) of the Invitation, and without derogating from the generality of the foregoing, understand that the submission of our PQ Submission shall not be deemed in any way to create an obligation on the part of the Authority to announce our compliance with the PQ Requirements and/or to declare us Eligible Participants and/or following up the PQ with a RFP or other competitive process; that the Authority has the right to reject, as it deems appropriate, the PQ Submission submitted by the Participant; and that the Authority has the right, as it deems appropriate, to annul the PQ process and to reject all PQ Submissions at any time, all, in accordance with the provisions of the Invitation.
4. The Participant shall be bound by its PQ Submission, which shall be valid for the period as specified in the Invitation.
5. There are no actions or proceedings pending nor, to the best knowledge of the Participant and after due investigation, actions or proceedings which might result in any material or adverse change in the Participant's business, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets;
6. We have not, directly or indirectly, induced or solicited any other Participant to put in a false or sham PQ Submission, and have not by ourselves, or directly or indirectly, colluded, arranged or agreed with any Participant to secure any advantage against any other participant, or to secure any advantage against the Authority of anyone interested in the PQ;
7. Details of Participant:

Name:

Main proficiency (nature of the business): \_\_\_\_\_



Business Address:

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Phone:

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Facsimile:

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E-mail:

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Website:

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Registration Number:

---

Country of  
Incorporation:

---

Israeli  
Representative\*:

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*\*for non-Israeli companies only, if such Israeli Representative exists*

Does the Participant have an Israeli subsidiary or affiliate company? Yes  No

*If yes – identify and provide  
details:*

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Major Shareholders:

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*\* please provide also details of parent company (if applicable)*

Executive Officers:

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Authorized Signatories:

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8. Compliance with Threshold Requirements

8.1. Non-Financial Threshold Requirements

For the purpose of demonstrating their compliance with the Non-Financial Threshold Requirements, the Participant or a relevant Member thereof, shall attach to this Submission form:

8.1.1. PQ Form D-1;

8.1.2. PQ Form D-2.

8.2. Financial Threshold requirements

For the purpose of demonstrating their compliance with the financial threshold requirements, the Participant, and any Member thereof, shall attach to this Submission form the following forms, each regarding the relevant Member entity:

8.2.1. PQ Form C-1 – FINANCIAL ROBUSTNESS - OTHER THAN FINANCIAL ENTITIES;

8.2.2. PQ Form C-2 – FINANCIAL ROBUSTNESS - INVESTMENT FUND;

8.2.3. PQ Form C-3 – FINANCIAL ROBUSTNESS - BANKING CORPORATION / INSTITUTIONAL INVESTOR;

8.2.4. The Financial Statements as instructed in Section 6.3 of Annex "A" below.

9. Compliance with Quality Indications

9.1. Non-Financial Quality Indications:

For the purpose of demonstrating their compliance with the Non-Financial Quality Indications, the Participant or a relevant Member thereof, shall attach to this Submission form:

9.1.1. PQ Form D-3;

9.1.2. PQ Form D-4;

9.1.3. PQ Form D-5.

9.2. Financial Quality Indications:

9.2.1. For the purpose of demonstrating its Financial Quality Indication Score # D, the Participant shall submit PQ Form C-4 FINANCIAL ROBUSTNESS – PROJECT FINANCE PRIOR EXPERIENCE;

9.2.2. The Authority shall rely upon the information contained within PQ Forms C-1, C-2 and C-3 duly submitted by the Participant in order to calculate the Participant's Financial Quality Indication Scores # A, B and C.

10. Attached herein is the receipt for payment of the Participation Fee (by itself or by anyone on its behalf).

11. Detailed herein is information contained in the PQ Submission which the Participant considers to be confidential *[to be completed in accordance with the provisions of Section 17 of the Invitation]*:

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Names and details of customers will remain confidential however, any other details and information required for demonstrating compliance with Threshold Requirements and Quality Indications shall not be considered as confidential and will not be excluded from the other Participants' review.

12. We acknowledge and agree that the Authority, at its sole and absolute discretion, shall have the sole and independent discretion whether to accept said confidentiality request and we shall have no claim, demand and/or right regarding to or arising out of the aforesaid.

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Name of Participant	Signature(s) and Corporate Seal	Date
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## PRE-QUALIFICATION FORM “C-1”

### FINANCIAL ROBUSTNESS - OTHER THAN FINANCIAL ENTITIES

*(To be completed by each Member and its Guarantor (if applicable) on a separate Pre-Qualification Form, and signed by their CEO or CFO)*

Name of Member: \_\_\_\_\_

Name of Guarantor (if applicable): \_\_\_\_\_

Member's Anticipated Holdings in the Participant (\*): \_\_\_\_\_

*(\*) in the event the Guarantor is a Member, this Pre-Qualification Form should be completed with respect to the aggregate Anticipated Holdings in the Participant of the Member seeking to rely on such Guarantor, and the Guarantor (as a Member in the Participant)*

#### **1. Financial Data:**

##### **1.1. Turnover**

Year	t - 2	t - 1	t	Average Annual Turnover for the last three (3) years*
NIS**				
Turnover				

(\*) The average annual Turnover shall be calculated in accordance with the formula set forth in Sections 7.3.4 and 7.3.5 of the Invitation

##### **1.2. Operating Cash Flow**

The Member/Guarantor (as applicable) is required to complete one of Sections 1.2.1 (Average Operating Cash Flow) or 1.2.2 (Financial Ratio):

###### **1.2.1. Average Operating Cash Flow:**

Year	t - 2	t - 1	t	Average Annual Operating Cash Flow during the last three (3) years***
NIS**				
Operating Cash Flow				

(\*\*\*) The Average Annual Operating Cash Flow shall be calculated in accordance with the formula set forth in Sections 7.3.7.1 and 7.3.7.2 of the Invitation.

1.2.2. Financial Ratio:

The Financial Ratio, calculated in accordance with section 7.3.7.3 of the Invitation is \_\_\_\_% (in words: \_\_\_\_\_ percent)

1.3. Equity

The equity of the Member / Guarantor (as applicable) at the last day of the year of its most recent available Financial Statement is \_\_\_\_\_ NIS (\*\*).

t = the most recent calendar year of the Financial Statements (for removal of doubt, which is not earlier than 2018).

(\*\*) All data in this Pre-Qualification Form is to be presented in NIS, in accordance with the provisions of Section 8 (Currency Exchange) of the Invitation.

2. The Member's (and Guarantor's, if applicable) most recent audited Financial Statements do not include a "Going Concern Notice".
3. The Member (and Guarantor, as the case may be), should complete this Pre-Qualification Form in accordance with the provisions of the PQ, including submission of Financial Statements.

	<u>Stamp and Signature</u>	<u>Date</u>	<u>Confirmation of signatory rights</u> (*)	<u>Date</u>
The Member	_____	_____	_____	_____
The Guarantor	_____	_____	_____	_____
The Member's CEO/CFO	_____	_____		
The Guarantor's CEO/CFO	_____	_____		

(\*) In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Member or the Guarantor (as the case may be) are authorized to sign on behalf of the Member or the Guarantor (as the case may be) and to commit such Entity for purposes of the above stated Pre-Qualification Form, for all purposes and intents.

## **PRE-QUALIFICATION FORM "C-2"**

### **FINANCIAL ROBUSTNESS - INVESTMENT FUND**

*(To be completed by each Member which is an Investment Fund, or by each Member and its Guarantor which is a Investment Fund, on a separate Pre-Qualification Form, and signed by its CEO or CFO)*

Name of Member: \_\_\_\_\_

Name of Guarantor (if applicable): \_\_\_\_\_

Member's Anticipated Holdings in the Participant: \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, am making this affidavit on behalf of [\_\_\_\_\_] [*name of the Private Investment Fund*]:

- a. The amount of Commitments under Management of the Investment Fund as of the last day of its most recent annual Financial Statements [not earlier than for the year 2018] was: \_\_\_\_\_.
- b. As of [\_\_\_\_\_] [the date commencing 14 days prior the Pre-Qualification Submission Date], the amount of Unutilized Commitments under its management is: \_\_\_\_\_.

(\*\*) All data in this Pre-Qualification Form is to be presented in NIS, in accordance with the provisions of Section 8 (Currency Exchange) of the Invitation.

- c. I hereby confirm that the Member (and the Guarantor, if applicable) is not under any voluntary or involuntary bankruptcy process (liquidation or reorganization), or receivership or commencement of a similar insolvency proceeding, and that the Member's (and Guarantor's, if applicable) most recent available Financial Statements do not include a "Going Concern Notice".

The Member (or Guarantor, if applicable) should complete this Pre-Qualification Form in accordance with the provisions of the PQ, including submission of Financial Statements, and to submit a statement by its CFO depicting the overall amount of the Commitments and of the Unutilized Commitments, as required pursuant to the provisions of Section 7.3.10 of the Invitation.

	<u>Stamp and Signature</u>	<u>Date</u>	<u>Confirmation of signatory rights</u> <sup>(*)</sup>	<u>Date</u>
The Member	_____	_____	_____	_____
The Member's CEO/CFO	_____	_____	_____	_____
The Guarantor	_____	_____	_____	_____
The Guarantor's CEO/CFO	_____	_____	_____	_____

*(\*) In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Member or the Guarantor (as the case may be) are authorized to sign on behalf of the Member or the Guarantor (as the case may be) and to commit such Entity for purposes of the above stated Pre-Qualification Form, for all purposes and intents.*

**PRE-QUALIFICATION FORM "C-3"**

**FINANCIAL ROBUSTNESS - BANKING CORPORATION / INSTITUTIONAL INVESTOR**

*(To be completed by each Member which is a Banking Corporation or Institutional Investor, on a separate Pre-Qualification Form, and signed by its chief executive officer or chief financial officer)*

Name of Member: \_\_\_\_\_

Member's Anticipated Holdings in the Participant: \_\_\_\_\_

The Member is required to complete one of the following (1) or (2)

- (1) The equity of the Member as of the last day of the year of its most recent available Financial Statements (after deducting the minimum equity required under the applicable law): \_\_\_\_\_.
  - (2) Assets under Management of the Member as of the last day of the year of its most recent available Financial Statements: \_\_\_\_\_.
- (\*\*) All data in this Pre-Qualification Form is to be presented in NIS, in accordance with the provisions of Section 8 (Currency Exchange) of the Invitation.

The Member should complete this Pre-Qualification Form in accordance with the provisions of the PQ, including submission of Financial Statements.

I hereby confirm that the Member is not under any voluntary or involuntary bankruptcy process (liquidation or reorganization), or receivership or commencement of a similar insolvency proceeding, and that the Member's most recent available Financial Statement does not include a "Going Concern Notice".

	<u>Stamp and Signature</u>	<u>Date</u>	<u>Confirmation of signatory rights</u> (*)	<u>Date</u>
The Member	_____	_____	_____	_____
The Member's CEO/CFO	_____	_____		

*(\*) 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 commit such Entity for purposes of the above stated Pre-Qualification Form, for all purposes and intent*



## PRE-QUALIFICATION FORM “C-4”

### FINANCIAL ROBUSTNESS – PPP PRIOR EXPERIENCE

*(To be completed by each Member and its Guarantor (if applicable) on a separate Pre-Qualification Form, and signed by their CEO or CFO)*

Name of Member: \_\_\_\_\_

Name of Guarantor (if applicable): \_\_\_\_\_

Member's Anticipated Holdings in the Participant (\*): \_\_\_\_\_

*(\*) in the event the Guarantor is a Member, this Pre-Qualification Form should be completed with respect to the aggregate Anticipated Holdings in the Participant of the Member seeking to rely on such Guarantor, and the Guarantor (as a Member in the Participant)*

#### PPP Prior Experience Data:

Ref	SPC or SPV name	holdings in the SPC or SPV	Project framework (BOT, BOO, DBOT, PFI)	Raised debt (NIS**)	Financial Closing Date***	Contact name	Position of contact name	Contact details (phone number)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

(\*\*) All data in this Pre-Qualification Form is to be presented in NIS, in accordance with the provisions of Section 8 (Currency Exchange) of the Invitation.

(\*\*\*) For that matter the date on which the Financing Documents relating to the financing or refinancing for the total construction costs of the Project have been entered into by the Feed-in Approval Holder and the Financing Parties, and all of the conditions precedent for the initial drawdown by the Feed-in Approval Holder under such Financing Documents have been satisfied by the Feed-in Approval Holder or waived by the Financing Parties thereunder.

	<u>Stamp and Signature</u>	<u>Date</u>	<u>Confirmation of signatory rights</u> <sup>(*)</sup>	<u>Date</u>
The Member	_____	_____	_____	_____
The Guarantor	_____	_____	_____	_____
 The Member's CEO/CFO	_____	_____		
The Guarantor's CEO/CFO	_____	_____		

*(\*) In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Member or the Guarantor (as the case may be) are authorized to sign on behalf of the Member or the Guarantor (as the case may be) and to commit such Entity for purposes of the above stated Pre-Qualification Form, for all purposes and intents.*



Total:	
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	<u>Stamp and</u>	<u>Date</u>	<u>Confirmation</u>	
	<u>Signature</u>		<u>of signatory</u>	<u>Date</u>
			<u>rights</u> (*)	
The Technology Provider	_____	_____	_____	_____
The Technology Provider's CEO	_____	_____		

*(\*) In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Technology Provider are authorized to sign on behalf of the Technology Provider and to commit them for purposes of the above stated Pre-Qualification Form, for all purposes and intents.*



Total:	
--------	--

	<u>Stamp and</u>	<u>Date</u>	<u>Confirmation</u>	
	<u>Signature</u>		<u>of signatory</u>	<u>Date</u>
			<u>rights</u> (*)	
The Participant/Member	_____	_____	_____	_____
The Participant/Member's CEO	_____	_____		

*(\*) In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Member or the Participant (as the case may be) are authorized to sign on behalf of the Member or the Participant (as the case may be) and to commit them for purposes of the above stated Pre-Qualification Form, for all purposes and intents.*



	<u>Stamp and</u>	<u>Date</u>	<u>Confirmation</u>	
	<u>Signature</u>		<u>of signatory</u>	<u>Date</u>
			<u>rights</u> (*)	
The Participant/Member	_____	_____	_____	_____
 The Participant/Member's CEO	_____	_____		

*(\*) In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Member or the Participant (as the case may be) are authorized to sign on behalf of the Member or the Participant (as the case may be) and to commit them for purposes of the above stated Pre-Qualification Form, for all purposes and intents.*



**PRE-QUALIFICATION FORM “D-4”**

**NON-FINANCIAL QUALITY INDICATION**

*(To be completed by the Participant, and signed by their CEO)*

Name of Participant: \_\_\_\_\_

We hereby confirm that we are properly prepared to provide maintenance services for the Essential Equipment in Israel as of \_\_\_\_\_ (dd/mm/yyyy), as detailed below:

Description of locations incl. addresses where the Essential Equipment is maintained in Israel, or equipment which is similar to the Essential Equipment is maintained and are fit to maintain the Essential Equipment	Description of qualified personnel and mobile maintenance teams	Description of customer service system and Command & Control system for the Essential Equipment in Israel	Description of spare parts storage and management capability

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Or, alternatively:

We hereby confirm, provided that we are declared winners in the competitive process following the PQ, to establish a fitting set-up for the maintenance of the essential Equipment in Israel, no later than the start of the operation of the Facility, as follows:

Description of planned maintenance set-up	Description of personnel training plan	Description of planned customer service system and Command & Control system for the Essential Equipment in Israel	Description of planned spare parts storage and management capability


	<u>Stamp and Signature</u>	<u>Date</u>	<u>Confirmation of signatory rights</u> (*)	<u>Date</u>
The Participant	_____	_____	_____	_____
The Participant's CEO	_____	_____		

*(\*) In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Member or the Participant (as the case may be) are authorized to sign on behalf of the Member or the Participant (as the case may be) and to commit them for purposes of the above stated Pre-Qualification Form, for all purposes and intents.*

**PRE-QUALIFICATION FORM “D-5”**

**NON-FINANCIAL QUALITY INDICATION**

*(To be completed by a Representative of the Essential Equipment manufacturer, if the Participant includes such a Member, and signed by their CEO)*

Name of the Essential Equipment manufacturer: \_\_\_\_\_

Name of the Member: \_\_\_\_\_

The Essential Equipment manufacturer and the Representative are bound by a Representation Agreement until \_\_\_\_\_ (dd/mm/yyyy) – Representation Agreement attached.