



חברת החשמל
Israel Electric

ISRAEL ELECTRIC CORPORATION LTD.

INVITATION FOR PRE-QUALIFICATION

**TO PARTICIPATE IN A TENDER FOR THE SUBMISSION OF BIDS
TO PURCHASE
ESHKOL TRANSFERRED FACILITIES**

**ANNEXES
AND PRE-QUALIFICATION FORMS**

December 20, 2021

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Annex 1 - Definitions

1. Definitions

Each of the following terms in the Pre-Qualification Documents will have the meaning ascribed thereto in this Annex 1, unless expressly otherwise stated, or unless that meaning is not consistent with the content and context of the matter.

- 1.1 **"Addendums"** or **"Addenda"** - As these terms are defined in Section 2.16.1 of the Invitation.
- 1.2 **"Advisors"** – As this term is defined in Section 2.18.1 of the Invitation.
- 1.3 **"Advisory Committee"** – As this term is defined in Section 1.4.3 of the Invitation.
- 1.4 **"Annexes"** – Shall mean all the documents and the appendixes, including the Pre-Qualification Forms, attached to the Invitation for Pre-Qualification.
- 1.5 **"Anticipated Holdings"** – As this term is defined in Section 3.11.1 of the Invitation.
- 1.6 **"Applicable Law"** or **"Law"** – As this term is defined in the Interpretation Law, 5741-1981, and any convention, regulation, order, official instruction, binding administrative instruction (all, whether in Israel or – to the extent relevant – outside Israel), or a demand, request or instruction by a Government Entity, or a court judgment that is binding upon IEC, including the Criteria.
- 1.7 **"As Is"** – As this term is defined in Section 1.6.5 of the Invitation. .
- 1.8 **"Assets Under Management"**– Shall mean the agreement of all capital commitments and contributions made available to a fund, or funds under common Control, by the limited partners.
- 1.9 **"Authorized Representative"** – As this term is defined in Section 2.14.1 of the Invitation.
- 1.10 **"Average Operating Cash Flow of a Member"** – As this term is defined in Section 5.3.1 of the Invitation.
- 1.11 **"Banking Corporation"** – Shall mean 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.
- 1.12 **"Best & Final"** – As this term is defined in Section 1.4.5 of the Invitation.
- 1.13 **"Bid"** – Shall mean the complete written response to the Tender Documents, to be submitted by the Bidder within the Tender Stage, including all part thereof, based on the terms and conditions contained in the Tender Documents and including all the information, filled out in the Tender Forms, etc.

- 1.14 **"Bidder"** – An Eligible Participant that submitted a Bid in the Tender Stage.
- 1.15 **"Bids Submission Date"** – The final deadline for the submission of Bids in the Tender Stage, as it will be determined within the Tender Documents.
- 1.16 **"Commitment"**– Shall mean the overall amount of all financial commitments made available to a Private Investment Fund by its limited partners.
- 1.17 **"Competent Authorities"** – All of the government, local and other authorities, the approval of which is required for the purpose of performing and/or completing the Sale Procedure under any law, including (if such a duty exists) the duty of consulting with them, and including the Government of Israel, the Israel Competition Authority, the Concentration Committee, the Electricity Authority, the Government Companies Authority, the Israel Tax Authority and the Advisory Committee.
- 1.18 **"Competition Authority"** – The Israel Competition Authority, under the Economic Competition Law, 5748-1988.
- 1.19 **"Completion"** – As this term is defined in Section 4.2.2 of the Invitation.
- 1.20 **"Concentrated Entity(ies)"** – As this term is defined the Promotion of Competition and Reduction of Concentration Law, 5774-2013.
- 1.21 **"Construction"**– Shall mean execution, installation, testing, commissioning and Completion.
- 1.22 **"Concentration Committee"** – As this term is defined in Section 2.3(b) of the Invitation.
- 1.23 **"Construction Experience"** – As this term is defined in Section 4.2.1 of the Invitation.
- 1.24 **"Control", "Holding", "Means of Control"** – As these terms are defined in the Securities Law; and the verbs “to hold” and “to control” and the nouns derived therefrom will be interpreted accordingly. Please note that with regard to a Limited Partnership, its general partner will be considered as controlling the Limited Partnership and the verbs “to hold” and “to control” and the nouns derived therefrom will be interpreted accordingly.
- For the Purpose of the Invitation for Pre-Qualification, "Limited Partnership" - As this term is defined in the Partnerships Ordinance [New Version], 1975.
- 1.25 **"Controlling Shareholder"** – As this term is defined in the Securities Law. Please note that with regard to cooperative societies, due to the special nature of the cooperative society's form of incorporation, it has no Controlling Shareholders under Securities Law, except in case of a two-member cooperative society, one of which is a cooperative society itself.
- 1.26 **"Criteria"** – The criteria determined by the Electricity Authority, which govern the standard, nature and quality of the service that is provided by the holder of an Essential Service Provider’s license, by virtue of the powers of the Electricity Authority under the Electricity Sector Law.

- 1.27 **"Deducted Copy"** – As this term is defined in Section 7.6.1 of the Invitation.
- 1.28 **"Deviation(s)"** – Shall mean any amendment, omission, addition, condition, reservation or qualification of the contents of this Invitation, made by the Participant within its Pre-Qualification Submission.
- 1.29 **"Electricity Authority"** – The Electricity Authority that was established in the Ministry of Energy, by virtue of Section 21 of the Electricity Sector Law.
- 1.30 **"Electricity Sector Law"** – The Electricity Sector Law, 5756-1996, including the regulations enacted thereunder and the rules published by the Electricity Authority from time to time.
- 1.31 **"Eligible Participant"** – As this term is defined in Section 8.4.1 of the Invitation.
- 1.32 **"Entity"** – Any corporation, company, or partnership, recognized by law within its domicile, excluding individuals.
- 1.33 **"Equity"** – Shall mean “equity capital exclusive of rights that do not confer control”, “equity capital exclusive of minority rights”, “total capital attributed to the owners of the corporation”, or any section with identical significance in the Financial Statements.
- 1.34 **"Eshkol Transferred Facilities" or "Transferred Facilities" or the "Site"**– As set forth in **Annex 3** to the Invitation (*General Description of the Transferred Facilities*), and as will be set forth in greater detail in the Sale Contract.
- 1.35 **"Evaluation Process"** – As this term is defined in Section 8.1.1 of the Invitation.
- 1.36 **"Experience in Financial Close"** – As this term is defined in Section 4.4.1 of the Invitation.
- 1.37 **"Experience Provider"** – Shall mean an Entity which complies with both:
- a) all of the requirements set out in Sections 3.7-3.10 of the Invitation; and
 - b) any of the Professional Pre-Qualification Requirements, as set forth in Section 4 of the Invitation (Operation and Maintenance Experience, Construction Experience Ownership Experience and Experience in Financial Close).
- 1.38 **"Financial Entity"** – Including Banking Corporation, an Institutional Entity or a Private Investment Fund.
- 1.39 **"Financial Forms"** – Pre-Qualification Forms 16, 17, 18, 19, 20 and 21.
- 1.40 **"Financial Pre-Qualification Requirements"** – Shall mean the requirements set out in Section 5.1 (*Equity*); Section 5.2 (*Turnover*); Section 5.3 (*Operating Cash Flow*); Section 5.4 (*No "Going Concern Notice"*); and (if applicable) Section 5.5 (*Financial Entity (other than a Private Investment Fund)*) and Section 5.6 (*Private Investment Fund*) of the Invitation.

- 1.41 **"Financial Statement(s)"**– Shall mean, for each Entity, its audited consolidated financial statement which includes a report signed by the external auditor of the Entity, confirming its compliance with one of the accounting standards specified pursuant to Section 5.10.1 of the Invitation.
- 1.42 **"Final Score"** – As this term is defined in Section 6.4.1 of the Invitation.
- 1.43 **"Fiscal Year"** – Shall mean, the period with respect to which the audited consolidated (if relevant) annual Financial Statement has been drawn up according to the rules of generally accepted accounting practice (as set forth in Section 5.10.1 of the Invitation), for the corporation.
- 1.44 **"Foreign Entity"** – As this term is defined in the Israel Lands Law.
- 1.45 **"General Information"** – Shall mean all the information contained in the Pre-Qualification Submission, other than the Financial Forms.
- 1.46 **"Generation Units"** – Units for the generation of electricity that are located in the Site, as set forth in **Annex 3** to the Invitation (*General Description of the Transferred Facilities*), and as will be set forth in the Sale Contract.
- 1.47 **"Government Companies Law"** – The Government Companies Law, 5735-1975.
- 1.48 **"Government Institution"** – Shall mean any Israeli Government Corporation (as this term is defined in the Invitation), and, with respect to a non-Israeli Entity, an Entity that is similar to any of the entities listed among the entities included in the definition of the term "Israeli Government Corporation" in this Invitation, according to the Applicable Law in the country of incorporation of the non-Israeli Entity as stated.
- 1.49 **"Government Resolution"** – As this term is defined in Section 1.1 of the Invitation.
- 1.50 **"Group"** – As this term is defined in Section 3.1.1 of the Invitation.
- 1.51 **"Guarantor"** – As this term is defined in Section 3.4 of the Invitation.
- 1.52 **"Eshkol Facility"** – As this term is defined in Section 1 of **Annex 3** to this Invitation.
- 1.53 **"Handover"** – Shall mean transfer of ownership in the Transferred Facilities to the Purchaser.
- 1.54 **"IEC"** – The Israel Electric Corporation Ltd.
- 1.55 **"Infrastructure Project"** – A project in one or more of the following sectors:
- (a) Energy sector, including power plant(s) of any capacity (including from Renewable Energy) under a generation license(s) and/or refinery – including not for a Government Institution
 - (b) Transport sector, including seaport and airport, where the project was constructed for a Government Institution;

- (c) Water sector, where the project was constructed for a Government Institution;
- (d) Construction of Public Buildings for a Government Institution.
- 1.56 **"Interested Party"** – Shall mean with respect to Entity₁: (a) any Entity or individual directly holding at least 15% of any of the Means of Control of Entity₁ (in this definition: **"Entity₂"**); (b) any Entity or individual Holding at least 70% of any of the Means of Control of Entity₂; (c) the CEO of Entity₁; or (d) any of the directors of Entity₁.
- 1.57 **"Institutional Entity"** – This refers to any of the entities that are listed in Sections 1-4 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.
- 1.58 **"Invitation for Pre-Qualification"** or **"the Invitation"** – Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase Eshkol Transferred Facilities, including the Annexes, the Addenda, and any additional document furnished during the Pre-Qualification Process.
- 1.59 **"Israel Lands Law"** – the Israel Lands Law, 5720-1960.
- 1.60 **"Israeli Government Corporation"** – Any of the following: (1) a government company, a government subsidiary, a mixed company (as these terms are defined in the Government Companies Law); (2) a corporation that was established under a special law; (3) companies and corporations that are set forth in Section 60 of the Government Companies Law; (4) a municipal corporation, as this term is defined in the Municipalities Ordinance [New Version]; (5) a corporation that is under the Control of one or more of the entities set forth above, or in which one or more of them (other than a mixed company) holds 25% or more of the share capital or of the Means of Control (6) government ministries (including the Accountant General of the Ministry of Finance), municipalities and local authorities.
- 1.61 **"Last Fiscal Year"** – the most recent Fiscal Year, provided that this year was not earlier than 2020.
- 1.62 **"Major Subcontractor"** – As this term is defined in Section 3.3.1 of the Invitation.
- 1.63 **"Member of the Participant"** or **"Member"** – As this term is defined in Section 3.2.1 of the Invitation.
- 1.64 **"Member's Average Turnover"** – As this term is defined in Section 5.2.2.2 of the Invitation.
- 1.65 **"Minimal Turnover Required"**– As this term is defined in Section 5.2.3 of the Invitation.
- 1.66 **"Offense"** – Shall mean a criminal offence, in Israel or abroad, which constitutes a felony ("עוון") or more severe crime, or another criminal offense which resulted in a prison sentence of at least 1 (one) year, or if the Entity or any Office Holder or representative thereof is not a resident of or domiciled in the State of Israel, analogous offences committed under the laws of its domicile, and which sentence was passed during the last 7

(seven) years, including any offense that is capable of preventing and/or limiting the receipt of the Required Approvals by the Participant, including the receipt of the generation licenses required for the generation of electricity, according to Electricity Sector Regulations (Conditions and Procedures for Granting a License and Obligations of a Licensee), 5757-1997.

- 1.67 **"Office Holder"** – A person who holds key positions in the organization – the CEO and any senior executive who reports to the CEO.
- 1.68 **"Operation and Maintenance Experience"** – As this term is defined in Section 4.1.1 of the Invitation.
- 1.69 **"Ownership Experience"** – As this term is defined in Section 4.3.1 of the Invitation.
- 1.70 **"Participant"** – As this term is defined in Section 3.1.1 of the Invitation.
- 1.71 **"Participant's Weighted Turnover"**– As this term is defined in Section 5.2.1 of the Invitation.
- 1.72 **"Participating Entity"** – Shall mean any Entity participating in the Pre-Qualification Submission, *i.e.* the Participant, a Member, a Related Entity, a Major Subcontractor or a Guarantor, as applicable.
- 1.73 **"Participation Fee"** – As this term is defined in Section 2.13.2 of the Invitation.
- 1.74 **"Power Plant(s)"** – As this term is defined in Section 4.1.1 of the Invitation.
- 1.75 **"Power Purchase Agreement"** – Shall mean an agreement between the System Management Company Ltd. or IEC, and the Purchaser, including the appendices thereto, including an agreement for the operation and maintenance of the substation, all as will be set forth in the Sale Contract.
- 1.76 **"Pre-Ruling"** – As this term is defined in Section 9.4.3 of the Invitation.
- 1.77 **"Pre-Qualification Documents"** – As this term is defined in Section 2.7.1 of the Invitation.
- 1.78 **"Pre-Qualification Forms"** – Shall mean the forms attached hereto as forms "A"- "L" which each Participant is required to complete, execute and submit as part of its Pre-Qualification Submission, as applicable.
- 1.79 **"Pre-Qualification Process"** or **"Pre-Qualification Stage"** – Shall mean the process commencing upon the issuance of this Invitation and ending upon the announcement of Eligible Participants.
- 1.80 **"Pre-Qualification Requirements"** – Shall mean the requirements set out in the Invitation, including the Professional Pre-Qualification Requirements and the Financial Pre-Qualification Requirements.

- 1.81 **"Pre-Qualification Submission"** – Shall mean the complete written response to the Pre-Qualification Documents, to be submitted by the Participant within the Pre-Qualification Stage, including all parts thereof, based on the terms and conditions contained in the Pre-Qualification Documents and including all the information, filled out in the Pre-Qualification Forms.
- 1.82 **"Pre-Qualification Submission Date"** – As this term is defined in Section 7.10.1 of the Invitation.
- 1.83 **"Private Investment Fund"** – Shall mean a private investment fund, Israeli or foreign, the majority of the investors in which (more than 50%) are Institutional Entities (Israeli or foreign), which is after the first closing, and which is not listed for trading.
- 1.84 **"Professional Pre-Qualification Requirements"** – Shall mean the requirements of Section 4.1 (*Operation and Maintenance Experience*); Section 4.2 (*Construction Experience*); Section 4.3 (*Ownership Experience*); and Section 4.4 (*Experience in Financial Close*) of the Invitation.
- 1.85 **"Public Buildings"** – Shall mean hospitals, courts, military bases or training schools for the defence and security forces, prisons, office buildings, educational institutions and universities. For the avoidance of doubt, it is hereby clarified that buildings that are used for residential purposes or for industry will not be considered as "Public Buildings" in this regard.
- 1.86 **"Public Entities Transactions Law"** – The Public Entities Transactions Law, 5736-1976.
- 1.87 **"Purchaser"** – The Bidder, which will be announced by the Tender Committee as the Successful Bidder and with which the IEC will engage in the Sale Contract, all in accordance with the Tender Documents.
- 1.88 **"Ranking Process"** – As this term is defined in Section 6.1.1 of the Invitation.
- 1.89 **"Regulations"** – As this term is defined in Section 2.3 of the Invitation.
- 1.90 **"Reform"** – As this term is defined in Section 1.1 of the Invitation.
- 1.91 **"Related Entity"** – Shall mean, with reference to any Entity: any Entity that Controls the referenced Entity, any Entity that is under the same Control as the referenced Entity, and any Entity that is Controlled by the referenced Entity.
- 1.92 **"Renewable Energy"** – Shall mean energy, the source for the generation of which is sun, wind, water, waste or biomass, but does not including fossil fuel, as set forth in the Rules of the Electricity Sector Regulations (Transactions with an Essential Service Provider), 5760-2000. It is hereby clarified that a Power Plant that runs on thermo-solar energy (CSP) or a Power Plant using pumped storage technology will not be considered as a Renewable Energy power plant for the purposes of this Invitation.
- 1.93 **"Resolution No. B/372"** –As this term is defined in Section 2.3(c) of the Invitation.

- 1.94 **"Requests for Clarification"** – As this term is defined in Section 2.15.1 of the Invitation.
- 1.95 **"Request Regarding Changes in Group Composition"** – As this term is defined in Section 9.3.1 of the Invitation.
- 1.96 **"Required Approvals"** – As this term is defined in Section 9.4.1 of the Invitation.
- 1.97 **"Sale Contract"** – Shall mean the detailed contract for the sale of Eshkol Transferred Facilities, which will be provided within the Tender Process to the Eligible Participants.
- 1.98 **"Sale Process"** – Shall mean the process for the sale of Eshkol Transferred Facilities by IEC.
- 1.99 **"Seconded Employees"** – As this term is defined in Section 1.6.6 of the Invitation.
- 1.100 **"Securities Law"** – The Securities Law, 5728-1968
- 1.101 **"Sensitive Information"** – As this term is defined in Section 7.7.1 of the Invitation.
- 1.102 **"Site Diagram"** – Shall mean a diagram of Site, which is attached as **Annex 4** to the Invitation.
- 1.103 **"Special-Purpose Vehicle" or "SPV"** – Shall mean a new Entity, incorporated after July 15th, 2018, one of the purposes of which is, *inter alia*, participation in the Sale Process and/or operation of power plants and/or operation of the Transferred Facilities.
- 1.104 **"Starting Date of Ownership"** – As this term is defined in Section 4.3.2 of the Invitation.
- 1.105 **"Successful Bidder"** – Shall mean the Bidder which was awarded the highest score during the Tender Process and was selected by the Tender Committee as the winning Bidder.
- 1.106 **"Tender Committee"**– Shall mean a special tender committee that was appointed by IEC for the purpose of conducting the Sale Process.
- 1.107 **"Tender Documents"** – Shall mean all documents which shall be distributed to Eligible Participants as part of the Tender Process, including the invitation to bid and all forms provided therein, the Sale Contract and the Power Purchase Agreement, and any other document which will be issued by the Tender Committee during the Tender Process.
- 1.108 **"Tender Process"** – Shall mean the process commencing upon the issuance of the Invitation for Pre-Qualification and ending upon the award of the Agreement.
- 1.109 **"Tenders Regulations"** – As this term is defined in Section 2.2.1 of the Invitation.
- 1.110 **"Undertaking to Maintain Confidentiality"** – The undertaking to maintain confidentiality that will be signed by each Participating Entity, in the form that is attached as **Pre-Qualification Form G** to this Invitation.

- 1.111 **"Unutilized Commitments"** – Shall mean the total commitments, deducted by (a) fund invested and (b) the fund committed to be invested by the Private Investment Fund.
- 1.112 **"Update Statement"** – As this term is defined in Section 9.2.1 of the Invitation.
- 1.113 **"VAT"** – Value added tax, including any similar tax that will be imposed in addition to it or in its stead from time to time.
- 1.114 **"The VAT Law"** – The Value Added Tax Law, 5736-1975.

Annex 2 – Contents of the Pre-Qualification Submission

The Participant is required to include the following documents within its Bid:

Appendix No.	Name of Appendix	Appended?
Envelope No. 1		
General Information		
Annex 1	Definitions	<input type="checkbox"/>
Annex 2	Contents of the Pre-Qualification Submission	<input type="checkbox"/>
Annex 3	General Description of the Transferred Facilities	<input type="checkbox"/>
Annex 4	Site Diagram	<input type="checkbox"/>
Annex 5	Resolution No. B/327	<input type="checkbox"/>
Annex 6	Ranking Process	<input type="checkbox"/>
Annex 7	Examples for Ranking	<input type="checkbox"/>
Annex 8	List of Advisors to the Tender Committee	<input type="checkbox"/>
Annex 9	Each Participant is required to sign the Invitation for Pre-Qualification (including the annexes hereto) with stamp and initials on each and every page of the Invitation. It is hereby clarified that the Participant needs not to submit the Addenda.	<input type="checkbox"/>
Participating Entities		
PQ Form 1	The Pre-Qualification Submission Letter	<input type="checkbox"/>
•		<input type="checkbox"/>
•	Attachment 2 Acknowledgments of Addenda <i>(to be incorporated by the Participant)</i>	<input type="checkbox"/>
•	Attachment 3 Receipt for the payment of the Participation Fee <i>(to be incorporated by the Participant)</i>	<input type="checkbox"/>
PQ Form 2	The Pre-Qualification Chart	<input type="checkbox"/>
•	Attachment 1 Participant's Group chart <i>(to be incorporated by the Participant)</i>	<input type="checkbox"/>
PQ Form 3	The Participant	<input type="checkbox"/>
•	Attachment 1 Certifications of Incorporation <i>(to be incorporated by the Participant)</i>	<input type="checkbox"/>
PQ Form 4	The Member of the Participant	<input type="checkbox"/>
•	Attachment 1 Certifications of Incorporation <i>(to be incorporated by the Participant)</i>	<input type="checkbox"/>
PQ Form 5	The Related Entity	<input type="checkbox"/>

•	Attachment 1	Certifications of Incorporation <i>(to be incorporated by the Participant)</i>	<input type="checkbox"/>
•	Attachment 2	Group Chart <i>(to be incorporated by the Participant)</i>	<input type="checkbox"/>
PQ Form 6		The Major Subcontractor	<input type="checkbox"/>
•	Attachment 1	Certifications of Incorporation <i>(to be incorporated by the Participant)</i>	<input type="checkbox"/>
•	Attachment 2	Agreement with the Participant <i>(to be incorporated by the Participant)</i>	<input type="checkbox"/>
General Forms			
PQ Form 7		Authorized Representative	<input type="checkbox"/>
PQ Form 8		Undertaking to Maintain Confidentiality	<input type="checkbox"/>
PQ Form 9		No Unauthorized Deviations	<input type="checkbox"/>
PQ Form 10		Public Entities Transactions Law Declaration	<input type="checkbox"/>
•	Attachment 1	Certification regarding keeping of account books <i>(to be incorporated by the Participant and/or by the Members thereof)</i>	<input type="checkbox"/>
•	Attachment 2	Certification regarding reporting on income <i>(to be incorporated by the Participant and/or by the Members thereof)</i>	<input type="checkbox"/>
PQ Form 11		Participation of Concentrated Entity	<input type="checkbox"/>
Professional Pre-Qualification Requirements			
PQ Form 12		Operation and Maintenance Experience	<input type="checkbox"/>
PQ Form 13		Construction Experience	<input type="checkbox"/>
PQ Form 14		Ownership Experience	<input type="checkbox"/>
•	Attachment 1	Starting Date of Ownership <i>(to be incorporated by the Participant)</i>	<input type="checkbox"/>
PQ Form 15		Experience in Financial Close	<input type="checkbox"/>
Envelope No. 2			
Financial Pre-Qualification Requirements			
PQ Form 16		Financial Robustness – The Participant	<input type="checkbox"/>
PQ Form 17		Financial Robustness – Financial Entity	<input type="checkbox"/>
PQ Form 18		Financial Robustness – Private Investment Fund	<input type="checkbox"/>
PQ Form 19		Financial Robustness – Auditor Certification	<input type="checkbox"/>
PQ Form 20		Letter of Guarantee	<input type="checkbox"/>
•	Attachment 1	Documentation Proving Control of the Participant/ Member <i>(to be incorporated by the Participant)</i>	<input type="checkbox"/>
PQ Form 21		No Going Concern	<input type="checkbox"/>

General		
Envelope No. 1 (General Information)		<input type="checkbox"/>
•	4 (four) printed copies	<input type="checkbox"/>
•	An original copy	<input type="checkbox"/>
•	2 (two) identical copies	<input type="checkbox"/>
•	Deducted Copy	<input type="checkbox"/>
•	USB flash drive	<input type="checkbox"/>
•	Files in PDF format – original (without signatures) and scanned (including signature)	<input type="checkbox"/>
•	File of the PQ Forms in Word format (editable)	<input type="checkbox"/>
Envelope No. 2 (Financial Information)		<input type="checkbox"/>
•	4 (four) printed copies	<input type="checkbox"/>
•	An original copy	<input type="checkbox"/>
•	2 (two) identical copies	<input type="checkbox"/>
•	Deducted Copy	<input type="checkbox"/>
•	USB flash drive	<input type="checkbox"/>
•	Files in PDF format – original (without signatures) and scanned (including signature)	<input type="checkbox"/>
•	File of the PQ Forms in Word format (editable)	<input type="checkbox"/>

Annex 3 – General Description of the Transferred Facilities

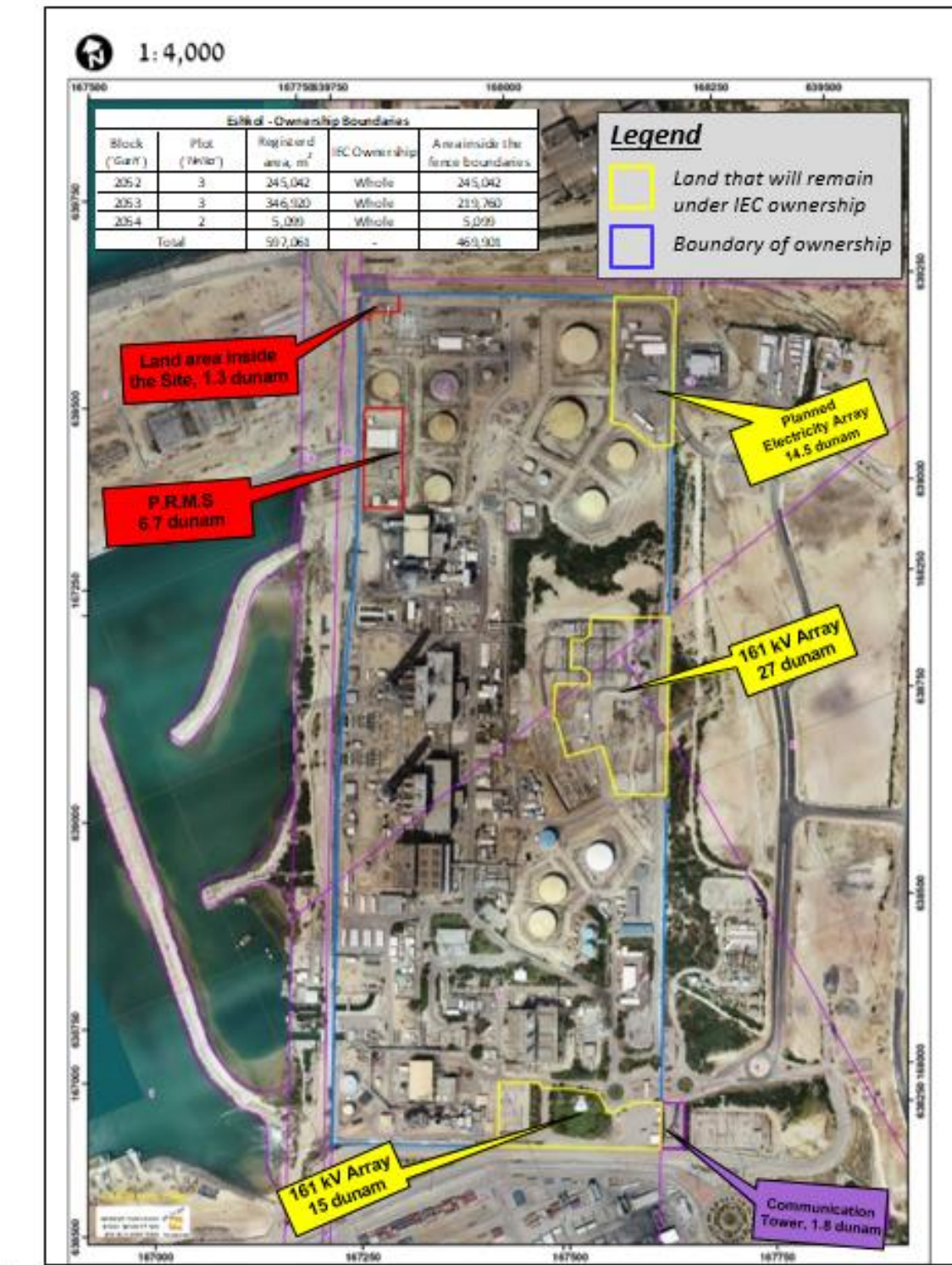
The Transferred Facilities:

1. Eshkol facility is located in the south-center of Israel, in the industrial zone of Ashdod, near the port and its total surface area is approximately 470 thousand of square meters of generation site (the "Site"). The block of land on which the Site is located is marked with blue surrounding line on the diagram of the Site that is attached as **Annex 4** to this Invitation (the "**Site Diagram**").
2. The Site's capacity is approximately 1,683MW, composed of two Class F combined cycle units: units 1-2 (unit 1 being a gas turbines and unit 2 a steam turbine) with capacity of 377MW, and units 3-4 (unit 3 being a gas turbines and unit 4 a steam turbine) with capacity of 394 MW, and units 6-9 (all being steam turbines converted to run on dual-fuel (natural gas/fuel oil), by converting the units to run on natural gas in addition to fuel oil) with a capacity of 228 MW each and total of 912 MW. In accordance with the decision of the Ministry of Energy, the cessation of activity in units 6-9, expected in 2023, is conditional on the establishment of other production units in the area, in accordance with the needs of the electricity sector.
3. All gas turbines in the Site are dual fuel, with the primary fuel being Natural Gas and the secondary fuel being either Diesel Oil (units 1-4) or Heavy Oil (units 6-9).
4. There is a potential to increase production capacity at the Site, based on the replacement of the converted units (units 6-9) and units which are no longer active, with new combined cycle units as well as the construction of an additional combined cycle unit. Accordingly, the full capacity potential of the site, after the realization of future development, will stand at 3,021MW, compared to 1,683MW currently.
5. Detailed hereby in the following table is the description of the generation units and the date of their establishment:

	Installed Capacity (MW)	Year of Inception
Class F CC - GT unit 1	236	2003
Class F CC - ST unit 2	141	2005
Class F CC - GT unit 3	260	2010
Class F CC - ST unit 4	134	2014
ST unit 6	228	1974
ST unit 7	228	1975
ST unit 8	228	1977
ST unit 9	228	1978
Total	1,683	

6. For the avoidance of doubt, it is hereby clarified that the description of the aforesaid capacity of the units in the Site does not constitute an explicit or implied commitment regarding their performance or any other parameters when operating in any type of fuel.
7. For the avoidance of doubt, it is hereby clarified that the substations, as marked with a yellow surrounding line on the Site Diagram, **are not included** in the area of the Site or among the Transferred Facilities, and the rights to that area, with everything that is constructed thereon and attached thereto (including buildings, facilities and equipment) will remain under the ownership of IEC. There are three areas: (1) the 161 KV compound – a switching and transformation compound with a surface area of approx. 15,000 square meters; and (2) the 161 KV compound – a switching and transformation compound with a surface area of approx. 17,000 square meters; and (3) a planned KV compound of approx. 14,500 square meters. The areas are marked with a yellow surrounding line on the Site Diagram. IEC will have, inter alia, passage rights in the access road as will be determined in a substation O&M agreement to be signed by the Purchaser. For the avoidance of doubt, it is hereby clarified that the passage rights will be granted with no consideration.
8. It is hereby clarified that all of the plots sold (approx. 470,000 m²) are privately owned by IEC, although the registration process in the Land Registry and Settlement of Rights in the Ministry of Justice has not yet been completed. The registration process of the land will come under the exclusive responsibility of the Purchaser.
9. Eshkol Transferred Facilities are being sold exclusively as a “**going concern**”, for the purpose of the continued operation and maintenance of the Site and for the purpose of the generation of electricity in the sale thereof to the system director, in accordance with new generation licenses that will be issued to the Purchaser by the Electricity Authority under the Electricity Sector Law and to be approved by the Minister of Energy, and provided that the Purchaser obtains all of the Required Approvals, as this term is defined in the Invitation.
10. Eshkol Transferred Facilities will be sold, as set forth above, As Is, including from the legal, regulatory, accounting, economic, tax-related, physical, environmental, technical and engineering standpoints, and without any representations whatsoever having been made to the Purchaser with respect to the Site, other than as expressly set forth in the Sale Contract, and all pursuant and subject to the conditions and provisions that will be set forth in the Sale Contract.
11. On the date of completion of the Sale Process, upon the Handover of the Site to the Purchaser, the Seconded Employees will be seconded to the Purchaser for a period of five (5) years. The identities of the Seconded Employees will be provided to the Purchaser before the Handover, and the terms of such secondment will be determined by IEC, all as will be set forth in the Sale Contract.
12. The descriptions that are included in this **Annex 3** and in the Pre-Qualification Documents, including with respect to the Transferred Facilities, are intended exclusively for the purpose of providing a general background, they should not be viewed as a declaration or an undertaking by IEC or anyone on its behalf, and are not intended as a substitute for an examination on behalf of the Participants in the Sale Process and do not purport to be exhaustive.
13. For the avoidance of doubt, it is hereby clarified that the operation and maintenance of all of the Transferred Facilities, following the Handover, will come under the exclusive responsibility of the Purchaser.

Annex 4 – Site Diagram



Annex 5 – Resolution No B/372



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החלטה מספר 372/ב של ועדת שרים לענייני ביטחון לאומי (הקבינט המדיני-ביטחוני) מיום 30.10.2019.

קביעת תהליך ומנגנון לבחינת היבטי ביטחון לאומי בהשקעות זרות 372/ב.

מ ח ל י ט י ס, בהמשך להחלטה מספר 331/ב מיום 28.11.2018 של ועדת שרים לענייני ביטחון לאומי (להלן - הקבינט), תוך הכרה בהיותה של מדינת ישראל בעלת כלכלת שוק מפותחת ופתוחה להשקעות ולתנועות הון זרות, ומתוך הבנת חשיבותן של השקעות זרות לקידום הכלכלה הישראלית ושיתופי הפעולה הבין-לאומיים ותפקידן של השקעות זרות במיצוי הפוטנציאל הכלכלי הגלום במשק הישראלי, ומתוך הבנת הצורך לתת מענה להיבטי ביטחון לאומי שעלולים להיות רלוונטיים להשקעות אלה:

הגדרות

"גורם זר" – מי שמתקיים לגביו אחד מאלה, לפי העניין:

1. לגבי יחיד – הוא אינו אזרח ישראלי או תושב ישראל.
 2. לגבי חבר בני אדם – השליטה בו אינה בידי אזרח או תושב ישראל, לרבות חברה שהתאגדה מחוץ לישראל ואין בה גרעין שליטה ואין אזרח או תושב ישראל שמחזיק בה לפחות 25%. לעניין זה, "שליטה" – כהגדרתה בחוק הבנקאות (רישוי), תשמ"א-1981.
- "רגולטורים" – בנק ישראל, רשות ניירות ערך, רשות שוק ההון, ביטוח וחיסכון, וכן השרים והגורמים במשרד האוצר, במשרד התחבורה והבטיחות בדרכים, במשרד התקשורת ובמשרד האנרגיה, לרבות הרשות הממשלתית למים ולביוב, רשות החשמל ורשות הגז הטבעי, אשר מוסמכים על פי דין להעניק אישור להשקעה זרה.
- "אישור" – היתר שליטה או החזקה, זיכיון או רישוי.

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"השקעה זרה" – עסקה או פעילות של גורם זר אשר נדרש על-פי דין אישור של הרגולטורים לצורך ביצועה.

"האינטרסים בהיבטי הביטחון הלאומי" - האינטרסים שיפורטו להלן –

1. מניעת היווצרות של עמדת השפעה משמעותית על נשוא ההשקעה הזרה של גורם זר באופן העלול לפגוע בביטחון המדינה או ביחסי החוץ שלה.

2. מניעת חשיפה או גילוי של מידע שגילוי או חשיפתו לגורם זר עלול לפגוע בביטחון המדינה או ביחסי החוץ שלה.

ככל שאלו נוגעים לביטחון הלאומי של מדינת ישראל.

"גורמי הביטחון, החוץ והסייבר" - שירות הביטחון הכללי, המוסד למודיעין ולתפקידים מיוחדים, משרד הביטחון, משרד החוץ ומערך הסייבר הלאומי.

ועדה מייעצת בראשות משרד האוצר

1. להקים במשרד האוצר ועדה מייעצת לבחינת היבטי ביטחון לאומי בהשקעות זרות, בראשות הכלכלנית הראשית במשרד האוצר או נציג בכיר מטעמה ובהשתתפות נציג בכיר מטעם המטה לביטחון לאומי (להלן – המל"ל) ונציג בכיר מטעם משרד הביטחון (להלן – הוועדה המייעצת), אשר תפקידיה יהיו כמפורט בסעיפים 2-5 להלן.

2. **פנייה לוועדה המייעצת בנוגע להשקעה זרה:**

א. בטרם מתן אישור להשקעה זרה רשאים הרגולטורים, לפי שיקול דעתם, בכפוף לסמכותם על פי דין וככל שהם סבורים שמתן האישור עלול לעורר חשש לפגיעה באינטרסים בהיבטי הביטחון לאומי, לפנות, בפנייה מנומקת, לוועדה המייעצת לצורך קבלת התייחסותה.

ב. הוועדה המייעצת רשאית במקרים חריגים, בהסכמת חבריה, לפנות לרגולטורים בבקשה שתיעשה על-ידם פנייה לוועדה לצורך קבלת התייחסותה ביחס למתן אישור להשקעה זרה. מובהר כי אין בפנייה כאמור של הוועדה המייעצת כדי לחייב את הרגולטור להיענות לפנייה, והנושא נתון לשיקול דעתו.

3. **התייחסות הוועדה המייעצת לפנייה שהתקבלה:**

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- א. הוועדה המייעצת רשאית להעביר לרגולטור שפנה את התייחסותה המנומקת לפנייתו באשר לאינטרסים בהיבטי הביטחון הלאומי הנוגעים לאישור ההשקעה הזרה. ההתייחסות תגובש בכפוף למחויבותיה הבין-לאומיות של מדינת ישראל, ובשים לב להיבטים כלכליים רלוונטיים.
- ב. התייחסות הוועדה המייעצת תתקבל פה אחד בין כלל חבריה. בהיעדר הסכמה בין כלל חברי הוועדה המייעצת, לא תועבר התייחסות לרגולטור.
- ג. הוועדה המייעצת תזמין לדיונה את הרגולטור שפנה לצורך קבלת התייחסותה, את המנכ"ל הרלוונטי וכן נציגים מטעם משרד החוץ, המועצה הלאומית לכלכלה, משרד הכלכלה והתעשייה ומשרד האוצר אשר ישמשו כמשקיפים בדיוני הוועדה. בנוסף, הוועדה המייעצת רשאית להזמין לדיונה נציגים מטעם גורמי הביטחון, החוץ והסייבר וכן נציגים נוספים מקרב משרדי ממשלה רלוונטיים. יובהר כי הוועדה תתכנס לבקשת כל אחד מחבריה.
- ד. הוועדה המייעצת תעביר לרגולטור שפנה את התייחסותה המנומקת בתוך 30 יום מיום קבלת פנייתו. הוועדה המייעצת רשאית להודיע לרגולטור, בתוך 10 ימים מיום קבלת הפנייה, על כך שאין בכוונתה להעביר התייחסות לפנייתו. למען הסר ספק מובהר כי אין בהעברת פנייה מצד רגולטור כדי לעכב את אישור ההשקעה הזרה על-ידו.
- ה. הוועדה המייעצת תיחשב כאילו נתנה התייחסות שאין מניעה מבחינתה שהרגולטור שפנה ימשיך בהליכי אישור ההשקעה הזרה אם לא העבירה את התייחסותה עד לתום התקופה האמורה בס"ק ד' לעיל או אם הודיעה שאין בכוונתה להעביר התייחסות כאמור בס"ק ד'.
- ו. בכפוף להוראות הדין, חברי הוועדה המייעצת וכן כל הגורמים שנחשפו למידע שהתקבל מהרגולטור עקב עבודת הוועדה ישמרו על סודיות ולא יעשו שימוש במידע שהתקבל אלא לצורכי עבודת הוועדה, לרבות גיבוש התייחסותה לרגולטור שפנה.
4. כל רגולטור רשאי לפנות לוועדה המייעצת לצורך גיבוש משותף של תחומים ועניינים שבהם הוא יהיה רשאי לפנות לוועדה, כאמור בסעיף 2 לעיל, בשים לב, בין היתר, למנגנונים קיימים נוספים הנוגעים

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להשקעות זרות. יובהר כי הרגולטור והוועדה המייעצת יהיו רשאים, ככל עת, לבצע במשותף שינוי בתחומים ובעניינים שגובשו. ככל שהתחומים והעניינים גובשו במשותף, כאמור, יוכל הרגולטור לפנות לוועדה המייעצת, בהתאם לסעיף 2 לעיל, בנוגע להשקעה זרה רק בתחומים ובעניינים שגובשו, אלא אם כן יבקש הרגולטור מהוועדה, מטעמים מיוחדים שיירשמו, לדון בהשקעה זרה בתחום ובעניין שלא גובשו במשותף. ככל שהתחומים והעניינים לא גובשו במשותף, כאמור, או ככל שהליך גיבוש התחומים והעניינים טרם הסתיים, יוכל הרגולטור לפנות לקבלת התייחסות הוועדה המייעצת, כאמור לפי סעיף 2 לעיל, ללא מגבלה שנוגעת לתחום ועניין ההשקעה הזרה.

5. הוועדה המייעצת תבחן באופן שוטף את אופן יישום החלטה זו על כלל היבטיה ותדווח בכתב לקבינט, אחת לחצי שנה, וכן בכל עת שתידרש לכך על ידי הקבינט, על אודות תוצרי בחינתה, לרבות המלצות, ככל שיידרש, לתיקון ההחלטה, וכן על פעילות הוועדה.

6. אגף הכלכלן הראשי ירכז, ככל הניתן, את הנתונים בתחום ההשקעות של נורמים זרים במדינת ישראל, ויעביר לוועדה המייעצת, אחת לחצי שנה ובכפוף לכל דין, סקירה בדבר ההשקעות הזרות שבוצעו במדינת ישראל בחצי השנה שחלפה.

7. למען הסר ספק מודגש, כי אין באמור בהחלטה זו כדי להסמיך רגולטור לשקול שיקולי ביטחון לאומי במקום שבו הסמכות לא ניתנה לו בדין. בנוסף, אין בהחלטה זו כדי לגרוע מסמכויותיו על-פי דין של הרגולטור שפנה לוועדה המייעצת, לרבות סמכותו לקבל את ההחלטה הסופית בנוגע לאישור השקעה זרה, אף אם ההחלטה עומדת בניגוד להתייחסות הוועדה.

8. המל"ל וגורמי הביטחון, החוץ והסייבר יעבירו לרגולטורים את התייחסויותיהם ביחס לאינטרסים בהיבטי ביטחון לאומי הנוגעים לאישור השקעה זרה באמצעות הוועדה המייעצת בלבד, בהתאם לאמור בהחלטה זו, לרבות לעניין לוחות הזמנים שנקבעו, אלא אם כן קבע ראש הממשלה אחרת בעניין ספציפי. בהמשך להתייחסות הוועדה המייעצת ובכפוף לכל דין, יהיו גורמי הביטחון, החוץ והסייבר רשאים לבוא בדברים עם הרגולטור בדבר התנאים לצורך יישום התייחסות זו. מובהר כי ככל שהרגולטור והוועדה המייעצת גיבשו במשותף תחומים ועניינים, כמפורט בסעיף 4 לעיל, הרי שסעיף 8 זה יחול רק בתחומים ובעניינים שגובשו במשותף.

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9. אין בהחלטה זו כדי לגרוע מתחומי האחריות על-פי דין של משרד האוצר בנוגע להשקעות זרות במדינת ישראל, כדי לגרוע מסמכות הנתונה לגורמי הביטחון, החוץ והסייבר וכן המל"ל לפי כל דין, כדי לגרוע מסמכויות הרגולטורים לפי כל דין או כדי לגרוע מהוראות החלטה מס' מח/6 של ועדת השרים לענייני הפרטה מיום 1.6.2014 שעניינה "נוהל לשיתוף פעולה בין גורמי הביטחון לבין רשות החברות הממשלתיות בתהליך הפרטת חברה ממשלתית".

הסדרת הליך ההיוועצות של המל"ל עם גורמי הביטחון, החוץ והסייבר

10. המל"ל ייוועץ עם גורמי הביטחון, החוץ והסייבר לשם גיבוש התייחסותו לפנייה שהתקבלה בוועדה המייעצת בהתאם לסעיף 2 לעיל. הליך היוועצות זה יתנהל כדלקמן:

- א. המל"ל יעביר לגורמי הביטחון, החוץ והסייבר, בכפוף לכל דין, את הפנייה שהתקבלה בוועדה המייעצת מהרגולטור.
- ב. גורמי הביטחון, החוץ והסייבר יעבירו למל"ל התייחסות כתובה ביחס להיבטי הביטחון הלאומי באשר לנשוא הפנייה בתוך פרק הזמן שיגדיר המל"ל בעת העברת הפנייה.
- ג. המל"ל יקיים, במידת הנדרש, דיונים עם גורמי הביטחון, החוץ והסייבר בטרם העברת התייחסותו לוועדה המייעצת.
- ד. המל"ל יעביר לוועדה המייעצת את התייחסותו הכתובה והמנומקת, ולבקשת מי מחברי הוועדה אף את התייחסויות של שירות הביטחון הכללי, המוסד למודיעין ולתפקידים מיוחדים, משרד החוץ ומערך הסייבר הלאומי, בהתאם לכללי אבטחת וסיווג המידע.
- ה. עותק בכתב מהתייחסות המל"ל לוועדה המייעצת יועבר לגורמי הביטחון, החוץ והסייבר.
- ו. כל גורם ביטחון, חוץ וסייבר יגדיר איש קשר קבוע מטעמו אשר יהיה אחראי על הליך ההיוועצות מול המל"ל, וכן יקבע נוהלי מידור פנימיים בנוגע לכך.
- ז. יובהר כי אין בפרק הזמן הנדרש להיוועצות כאמור בסעיף 10 זה כדי להאריך את פרקי הזמנים שנקצבו בסעיף 3 להעברת התייחסות של הוועדה המייעצת לרגולטור שפנה לוועדה.

בלמ"ס

המשך עבודת מטה

11. להנחות את הוועדה המייעצת לגבש, בתוך 45 יום, נוהל שיסדיר, בכפוף לכל דין, את אופן הפנייה על אודות השקעה זרה לוועדה המייעצת; סדרי עבודת הוועדה המייעצת; הפרטים שייכללו בפנייה; אופן העברת המידית של הפנייה מרגע קבלתה אצל יו"ר הוועדה המייעצת ליתר חברי הוועדה, וככל שיתקיים דיון גם לגורמים שיוזמנו לוועדה ובהתאם לשיקול דעתה לגורמים נוספים; הסדרי ביטחון מידע, סודיות ומידור; לוחות זמנים להתכנסות הוועדה המייעצת.

12. להנחות את הוועדה המייעצת, בשיתוף עם משרד המשפטים, משרד הכלכלה והתעשייה, משרד החוץ, משרד האנרגיה, אגף התקציבים במשרד האוצר, משרדי הממשלה והרגולטורים הרלוונטיים, לבצע, בתוך 120 יום, עבודת מטה שמטרתה להמליץ על הסדרים, ככל שיידרשו, ובכפוף למחויבויותיה הבין-לאומיות של מדינת ישראל, אשר יסמיכו את הרגולטורים לשקול שיקולי ביטחון לאומי בגדר מתן אישורים להשקעות זרות. זאת, בין היתר, באמצעות קידום תיקוני חקיקה.

13. תחילת תוקפו של סעיף 2 להחלטה זו תהא ביום 01.01.2020.

Annex 6 – Ranking Process
Criteria for Ranking – Financial Robustness

The financial robustness of the Participants that will be found to comply with the Pre-Qualification Requirements pursuant to this Invitation will be scored by the Tender Committee according to the following criteria:

The Requirement	Criterion	Maximum score
Equity	<p>With respect to a Member that is not a Financial Entity:</p> <p>(a) Equity of a Member in the amount of NIS 13,500,000 (thirteen million and five hundred thousand New Israeli Shekels) and up to the amount of NIS 18,500,000 (eighteen million and five hundred thousand New Israeli Shekels) for each 1% (one percent) of Holdings in the Participant, will entitle the relevant Member to 50 points;</p> <p style="text-align: center;">– or –</p> <p>(b) Equity of a Member in the amount of more than NIS 18,500,000 (eighteen million and five hundred thousand New Israeli Shekels) for each 1% (one percent) of Holdings in the Participant, will entitle the relevant Member to 100 points.</p> <p>For the avoidance of doubt, in the case of Equity as set forth in this subsection (b), <u>no</u> additional points will be given with respect to that set forth in subsection (a) above, so that the maximum score of that Member will be only 100 points.</p> <p>The score that are given to the Participant will be equal to the total score that was conferred upon every relevant Member as stated, multiplied by that Member’s Percentage of Holdings in the Participant.</p>	100
	<p>With respect to a Member that is a Financial Entity (other than a Private Investment Fund), if choosing the Equity option (Section 5.5.1 of the Invitation for Pre-Qualification):</p> <p>(a) Equity of a Member in the amount of NIS 22,500,000 (twenty two million five hundred thousand New Israeli Shekels) and up to the amount of NIS 30,000,000 (thirty million New Israeli Shekels) for each 1% (one percent) of Holdings in the Participant, will entitle the relevant Member to 50 points;</p> <p style="text-align: center;">– or –</p> <p>(b) Equity of a Member in the amount of more than NIS (30,000,000 (thirty million New Israeli Shekels) for each 1% (one percent) of Holdings in the Participant, will entitle the relevant Member to 100 points.</p> <p>For the avoidance of doubt, in the case of Equity as set forth in this subsection (b), <u>no</u> additional points will be given with respect to that set forth in subsection (a) above, so that the maximum score of that Member will be only 100 points.</p>	

	<p>The score that are given to the Participant will be equal to the total score that was conferred upon every relevant Member as stated, multiplied by that Member's Percentage of Holdings in the Participant.</p> <p>Or, in the alternative, if choosing the managed assets option (Section 5.5.2 of the Invitation for Pre-Qualification:</p> <p>(a) Managed Assets in the amount of NIS 225,000,000 (two hundred twenty five million New Israeli Shekels) and up to the amount of NIS 300,000,000 (three hundred million New Israeli Shekels) for each 1% (one percent) of Holdings in the Participant, will entitle the relevant Member t to 50 points;</p> <p>– or –</p> <p>(b) Managed Assets in the amount of more than NIS 300,000,000 (three hundred million New Israeli Shekels) for each 1% (one percent) of Holdings in the Participant, will entitle the relevant Member to 100 points.</p> <p>For the avoidance of doubt, in the case of Unutilized Commitments as set forth in this subsection (b), <u>no</u> additional points will be given with respect to that set forth in subsection (a) above, so that the maximum score of that Member will be only 100 points.</p> <p>The score that are given to the Participant will be equal to the total score that was conferred upon every relevant Member as stated, multiplied by that Member's Percentage of Holdings in the Participant.</p>	
	<p>With respect to a Member that is a Private Equity Fund:</p> <p>(a) Unutilized Commitments in the amount NIS 13,500,000 (thirteen million and five hundred thousand New Israeli Shekels) and up to the amount NIS 18,500,000 (eighteen million and five hundred thousand New Israeli Shekels) for each 1% (one percent) of Holdings in the Participant, will entitle the relevant Member to 50 points;</p> <p>– or –</p> <p>(b) Unutilized Commitments in the amount of NIS 18,500,000 (eighteen million and five hundred thousand New Israeli Shekels) for each 1% (one percent) of Holdings in the Participant, will entitle the relevant Member to 100 points.</p> <p>For the avoidance of doubt, in the case of Unutilized Commitments as set forth in this subsection (b), <u>no</u> additional points will be given with respect to that set forth in subsection (a) above, so that the maximum score of that Member will be only 100 points.</p> <p>The score that are given to the Participant will be equal to the total score that was conferred upon every relevant Member as stated, multiplied by that Member's Percentage of Holdings in the Participant.</p>	

Criteria for Ranking – Professional Experience

1. The professional experience of the Participants that complies with the Pre-Qualification Requirements pursuant to this Invitation will be scored by the Tender Committee in accordance with the following table.
2. The following provisions will apply with regard to the Ranking Process:
 - 2.1 The Participant may demonstrate the same projects that were provided by it for proving its compliance with the Professional Pre-Qualification Requirements, for the purpose of the Ranking Process.

In any case, the Participant will be scored only for the professional experience that is beyond the required in the Professional Pre-Qualification Requirements (for example, if the Participant has experience in operating and maintaining Power Plants with a cumulative installed power of 800 MW, the Participant will be scored only for 600 MW, and will therefore receive 15 points).
 - 2.2 For the purpose of scoring the Operation and Maintenance Experience and the Construction Experience, the Participant may, *inter alia*, rely on the experience of a Major Subcontractor.
 - 2.3 For the purpose of scoring the Ownership Experience and Experience in Financial Close, the Participant may not demonstrate the same project, unless the demonstrated project is a Power Plant with an installed power of at least 400 MW.
 - 2.4 Each project demonstrated by the Participant will be scored in accordance with its classification by the Participant in the applicable Pre-Qualification Forms as for the question of whether it is a Power Plant(s) or an Infrastructure Project. For the avoidance of doubt, it is hereby clarified that a project that complies with both definitions will not be scored twice.
 - 2.5 In any case, the maximum score the Participant will be awarded is 25 points for each criterion.

The Criteria	The Sub-Criteria	Maximum Score
Operation and Maintenance Experience	<p>A Participant (including through an Experience Provider on its behalf) that will demonstrate compliance with Operation and Maintenance Experience of Power Plants with a cumulative installed power higher than requested in Section 4.1 of the Invitation, will receive the following score:</p> <p>(a) For a cumulative installed power of 200 MW and up to 500 MW - 5 points;</p> <p>(b) For a cumulative installed power of 500 MW (included) and up to 800 MW - 15 points;</p> <p>(c) For a cumulative installed power of 800 MW (included) and higher - 25 points.</p>	25

Construction Experience	<p>A Participant (including through an Experience Provider on its behalf) that will demonstrate compliance with Construction Experience of Power Plants with a cumulative installed power and/or of Infrastructure Project(s) with cumulative costs (not including VAT), higher than requested in Section 4.2 of the Invitation, will receive the following cumulative score:</p>		25
	(a) <u>Construction of Power Plants:</u>		
	Cumulative installed power of 200 MW and up to 500 MW.	5 points	
	Cumulative installed power of 500 MW (included) and up to 800 MW.	15 points	
	Cumulative installed power of 800 MW (included) and higher.	25 points	
	And/or		
	(b) <u>Construction of Infrastructure Project(s):</u>		
	<p>Construction of one Infrastructure Project, the construction cost of which is NIS 800,000,000 and up to NIS 1,100,000,000; or</p> <p>Construction of, at the most, up to 4 Infrastructure Projects with a cumulative construction cost of NIS 2,500,000,000 and up to NIS 2,800,000,000.</p>	5 points	
	<p>Construction of one Infrastructure Project, the construction cost of which is NIS 1,100,000,000 (included) and up to NIS 1,400,000,000; or</p> <p>Construction of, at the most, up to 4 Infrastructure Projects with a cumulative construction cost of NIS 2,800,000,000 (included) and up to NIS 3,100,000,000.</p>	10 points	
	<p>Construction of one Infrastructure Project, the construction cost of which is NIS 1,400,000,000 (included) and higher; or</p> <p>Construction of, at the most, up to 4 Infrastructure Projects with a cumulative construction cost of NIS 3,100,000,000 (included) and higher.</p>	15 points	

Ownership Experience	A Participant (including through an Experience Provider on its behalf) that will demonstrate compliance with ownership experience of Power Plants with a cumulative installed power and/or of Infrastructure Project(s) with cumulative costs (not including VAT), higher than requested in Section 4.3 of the Invitation, will receive the following cumulative score:		25
	(a) <u>Ownership of Power Plants:</u>		
	Cumulative installed power of 200 MW and up to 500 MW.	5 points	
	Cumulative installed power of 500 MW (included) and up to 800 MW.	15 points	
	Cumulative installed power of 800 MW (included) and higher.	25 points.	
	And/or		
	(b) <u>Ownership of Infrastructure Project(s):</u>		
	Ownership of one Infrastructure Project, the construction cost of which is NIS 800,000,000 and up to NIS 1,100,000,000; or Ownership of, at the most, up to 4 Infrastructure Projects with a cumulative construction cost of NIS 2,500,000,000 and up to NIS 2,800,000,000.	5 points	
	Ownership of one Infrastructure Project, the construction cost of which is NIS 1,100,000,000 (included) and up to NIS 1,400,000,000; or Ownership of, at the most, up to 4 Infrastructure Projects with a cumulative construction cost of NIS 2,800,000,000 (included) and up to NIS 3,100,000,000.	10 points	
	Ownership of one Infrastructure Project, the construction cost of which is NIS 1,400,000,000 (included) and higher; or Ownership of, at the most, up to 4 Infrastructure Projects with a cumulative construction cost of NIS 3,100,000,000 (included) and higher.	15 points	

Experience in Financial Close	A Participant (including through an Experience Provider on its behalf) that will demonstrate compliance with experience in financial close of Power Plants with a cumulative installed power <u>and/or</u> Infrastructure Project with a construction cost (not including VAT), higher than requested in Section 4.4 of the Invitation, will receive the following cumulative score:		25
	(a) <u>Financial close of Power Plants:</u>		
	Cumulative installed power of 200 MW and up to 500 MW.	5 points	
	Cumulative installed power of 500 MW (included) and up to 800 MW.	15 points	
	Cumulative installed power of 800 MW (included) and higher.	25 points.	
	And/or		
	(b) <u>Financial close of Infrastructure Project(s):</u>		
	Financial close of one Infrastructure Project, the construction cost of which is NIS 800,000,000 and up to NIS 1,100,000,000; or Financial close of, at the most, up to 4 Infrastructure Projects with a cumulative construction cost of NIS 2,500,000,000 and up to NIS 2,800,000,000.	5 points	
	Financial close of one Infrastructure Project, the construction cost of which is NIS 1,100,000,000 (included) and up to NIS 1,400,000,000; or Financial close of, at the most, up to 4 Infrastructure Projects with a cumulative construction cost of NIS 2,800,000,000 (included) and up to NIS 3,100,000,000.	10 points	
	Financial close of one Infrastructure Project, the construction cost of which is NIS 1,400,000,000 (included) and higher; or Financial close of, at the most, up to 4 Infrastructure Projects with a cumulative construction cost of NIS 3,100,000,000 (included) and higher.	15 points	

Annex 7 – Examples for Ranking

** These examples are given for illustrative purposes only, and there should be no extrapolation from them on the scores of one or another Participant or a Member. In any case, every Pre-Qualification Submission will be scored according to the criteria set forth in Annex 6.

Participant A	Pre-Qualification Requirement for every 1% Holding (All denominations in NIS)							
	Holdings in the Participant	Equity*	Equity for each 1% Holding	The Requirement	0 points, up to	50 points between	100 points, above	total score
Not Financial Entity	30%	300,000,000	10,000,000	10,000,000	13,500,000	13,500,000-18,500,000	18,500,000	0
Financial Entity	40%	1,000,000,000	25,000,000	10,000,000	22,500,000	22,500,000-30,000,000	30,000,000	20
Private Investment Fund	30%	3,000,000,000	100,000,000	10,000,000	13,500,000	13,500,000-18,500,000	18,500,000	30
Total	100%						Total Score	50

* Equity as submitted in the Financial Forms.

Participant B	Pre-Qualification Requirement for every 1% Holding (All denominations in NIS)							
	Holdings in the Participant	Equity*	Equity for each 1% Holding	The Requirement	0 points, up to	50 points between	100 points, above	total score
Not Financial Entity	30%	400,000,000	13,333,333	10,000,000	13,500,000	13,500,000-18,500,000	18,500,000	0
Financial Entity	40%	1,200,000,000	30,000,000	10,000,000	22,500,000	22,500,000-30,000,000	30,000,000	20
Private Investment Fund	30%	450,000,000	15,000,000	10,000,000	13,500,000	13,500,000-18,500,000	18,500,000	15
Total	100%						Total Score	35

* Equity as submitted in the Financial Forms.

Participant C	Pre-Qualification Requirement for every 1% Holding (All denominations in NIS)							
	Holdings in the Participant	Equity*	Equity for each 1% Holding	The Requirement	0 points, up to	50 points between	100 points, above	total score
Not Financial Entity	50%	500,000,000	10,000,000	10,000,000	13,500,000	13,500,000-18,500,000	18,500,000	0
Not Financial Entity	30%	1,000,000,000	33,333,333	9,000,000	13,500,000	13,500,000-18,500,000	18,500,000	30
Not Financial Entity	20%	300,000,000	15,000,000	10,000,000	13,500,000	13,500,000-18,500,000	18,500,000	10
Total	100%						Total Score	40

* Equity as submitted in the Financial Forms.

Annex 8 – List of Advisors to the Tender Committee

Pursuant to the provisions of Section 2.18 (*Advisors to the Tender Committee*) of the Invitation, and without derogating from its provisions, the following table contains a list of Advisors to the Tender Committee during the Pre-Qualification Stage (it is hereby clarified that this list may be updated by the Tender Committee from time to time):

No.	Name of the Advisor	שם היועץ	The Advisor's role	תפקיד היועץ
1.	S. Horowitz & Co.	ש. הורוביץ ושות', עורכי דין	Legal Advisor	יועצים משפטיים
2.	Herzog Fox & Neeman Law Office	הרצוג פוקס נאמן עורכי דין	Legal Advisor	יועצים משפטיים
3.	Meir Mizrahi & Co.	מאיר מזרחי ושות'	Legal Advisor	יועצים משפטיים
4.	Goren Capital Group	גורן קפיטל גרופ	Financial Advisor	יועצים פיננסיים
5.	Goren Capital Group	מר שמואל גורטלר	Financial Advisor	יועץ פיננסי
6.	Goren Capital Group	מר דודי ואנונו	Financial Advisor	יועץ פיננסי
7.	Goren Capital Group	מר עמיחי גרנביץ'	Financial Advisor	יועץ פיננסי
8.	M-Faculty Ltd.	אמ-פקולטי בע"מ	Financial Advisor	יועצים פיננסיים
9.	Mr. Maharan Frozenfar	מר מהרן פרוזנפר	Financial Advisor	יועץ פיננסי
10.	Mr. Avi Eldor	מר אבי אלדור	Financial Advisor	יועץ פיננסי
11.	Mr. Gilad Gross	מר גלעד גרוס	Financial Advisor	יועץ פיננסי
12.	FICHTNER GmbH & Co. KG	פיכטנר ושות'	Technical advisor	יועצים טכניים
13.	Mr. Abraham Zavdi	מר אברהם זבדי	Technical advisor	יועצים טכניים
14.	Mr. Dov Strulovich	מר דב סטרולוביץ	Technical advisor	יועצים טכניים

Annex 9 – Pre-Qualification Documents

(To be incorporated by the Participant. Please note that there is no need to submit the Addenda)

Pre-Qualification Form 1 – The Pre-Qualification Submission Letter

[To be completed by the Participant pursuant to the provisions of Sections 3.11.1-3.11.2 of the Invitation. In case that the Participant is a Group, the form shall be signed by all the Members thereof on the same form]

To:
Israel Electric Corporation Ltd.
Nativ Ha Or 1 st., Haifa

Gentlemen,

Re: Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase Eshkol Transferred Facilities

In response to the Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase Eshkol Transferred Facilities, we, the undersigned, _____ (name of the Participant) registration number _____, and/or all the Members thereof, _____ registration number _____; _____ registration number _____; _____ registration number _____; _____ registration number _____, respectfully submit this Pre-Qualification Submission, and declare and undertake as follows:

1. We have received the Pre-Qualification Documents; we have read, learned, understood, and thoroughly examined all of the Pre-Qualification Requirements; and we hereby submit our Pre-Qualification Submission.
2. We hereby take upon ourselves the conditions of the Pre-Qualification Documents and all the undertakings that are included therein.
3. We have carefully examined all of the conditions and provisions relevant to our undertakings in accordance with the Pre-Qualification Documents. We hereby declare that we have the financial robustness, the professional experience and the knowledge that are required for the purpose of fulfilling all of our undertakings pursuant to the provisions of the Pre-Qualification Documents.
4. We understand that the submission of Pre-Qualification Submission will not be considered, in any way whatsoever, as creating an obligation for IEC and/or the Tender Committee to declare us as an Eligible Participant and/or to invite us to participate in the Tender Stage and/or to declare us as a Successful Bidder; that IEC and/or the Tender Committee are entitled, in their exclusive discretion, to reject the Pre-Qualification Submission that was filed by us; and that IEC and/or the Tender Committee are entitled, in their exclusive discretion, to cancel the Sale Process and to reject all the Pre-Qualification Submissions at any time; and that IEC and/or the Tender Committee are entitled to request additional information from the Participant or from other parties, to cancel or to modify the Pre-Qualification Documents at any time, and to conduct negotiations with all or some of the Participants.
5. We are aware that by submitting a Pre-Qualification Submission pursuant to this Invitation, the Participant and/or any Participating Entity and/or any Related Entity with respect to any thereof and/or any Entity on their behalf, will be deemed to have waived in advance any argument in connection with the terms of the Invitation and the right to file with any court a motion for the

issuance of an injunction to delay the Pre-Qualification Process and/or the Sale Process, or any other remedy, the meaning of which, whether directly or indirectly, will be a delay in the promotion of the Pre-Qualification Process and/or the Sale Process.

6. Attachments

Incorporated hereto, and made an integral part of the Pre-Qualification Submission, are all Pre-Qualification Forms, attachments, and annexes thereto, and other annexes attached to the Pre-Qualification Submission as described herein:

Envelope 1	
Annex 1	Definitions
Annex 2	Contents of the Pre-Qualification Submission
Annex 3	General Description of the Transferred Facilities
Annex 4	Site Diagram
Annex 5	Resolution No. B/327
Annex 6	Ranking Process
Annex 7	Examples for Ranking
Annex 8	List of Advisors to the Tender Committee
Annex 9	Signed Pre-Qualification Documents
PQ Form 1	The Pre-Qualification Submission Letter
• Attachment 1	Acknowledgments of Addenda
• Attachment 2	Receipt for the payment of the Participation Fee
PQ Form 2	The Pre-Qualification Submission Chart
• Attachment 1	Participant's Group chart
PQ Form 3	The Participant
• Attachment 1	Certifications of Incorporation
PQ Form 4	The Member of the Participant
• Attachment 1	Certifications of Incorporation
PQ Form 5	The Related Entity
• Attachment 1	Certifications of Incorporation
• Attachment 2	Group Chart
PQ Form 6	The Major Subcontractor
• Attachment 1	Certifications of Incorporation
• Attachment 2	Agreement with the Participant
PQ Form 7	Authorized Representative
PQ Form 8	Undertaking to Maintain Confidentiality
PQ Form 9	No Unauthorized Deviations
PQ Form 10	Public Entities Transactions Law Declaration
• Attachment 1	Certification regarding keeping of account books
• Attachment 2	Certification regarding reporting on income
PQ Form 11	Participation of Concentrated Entity
PQ Form 12	Operation and Maintenance Experience
PQ Form 13	Construction Experience
PQ Form 14	Ownership Experience
• Attachment 1	Starting Date of Ownership
PQ Form 15	Experience in Financial Close
Envelope 2	
PQ Form 16	Financial Robustness – The Participant
PQ Form 17	Financial Robustness – Financial Entity
PQ Form 18	Financial Robustness – Private Investment Fund
PQ Form 19	Financial Robustness – Auditor Certification
PQ Form 20	Letter of Guarantee
• Attachment 1	Documentation Proving Control of the Participant/Member
PQ Form 21	No Going Concern

7. Detailed herein is information in the Pre-Qualification Submission which the Participant considers to be a Sensitive Information [to be completed in accordance with the provisions of Section 7.7.1 of the Invitation]:

8. The undersigned acknowledges the receipt, understanding and full consideration of the following Addenda to the Pre-Qualification Documents, issued until the Pre-Qualification Submission Date, and such signed acknowledgments are attached hereto as **Attachment 2**:

Addendum No. 1	Date Received: _____
Addendum No. 2	Date Received: _____
Addendum No. 3	Date Received: _____
Addendum No. 4	Date Received: _____
Addendum No. 5	Date Received: _____
Addendum No. 6	Date Received: _____

[to be completed]

9. Attached hereby as **Attachment 3**, is the receipt for the payment of the Participation Fee.

Faithfully yours,

Date	Attorney's Signature and Stamp I hereby declare and certify with my signature that the signers on behalf of the Participant are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.	Date	Signature and stamp of the Participant
Date	Attorney's Signature and Stamp I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.	Date	Signature and stamp of the Member
Date	Attorney's Signature and Stamp I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.	Date	Signature and stamp of the Member
Date	Attorney's Signature and Stamp I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.	Date	Signature and stamp of the Member
Date	Attorney's Signature and Stamp I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.	Date	Signature and stamp of the Member

Pre-Qualification Form 2 – The Pre-Qualification Submission Chart

[To be completed by the Participant pursuant to the provisions of Sections 3.11.1-3.11.2 of the Invitation. In case that the Participant is a Group, the form shall be signed by all the Members thereof on the same form]

To:
Israel Electric Corporation Ltd.
Nativ Ha Or 1 st., Haifa

Gentlemen,

Re: Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase Eshkol Transferred Facilities

We, the undersigned, are making this affidavit on behalf of _____ (name of the Participant to be completed), and we hereby declare that the following entities are participating in the Pre-Qualification Submission:

1. **The Members and their Guarantors:**

Name and registration number of the Member	Anticipated Holdings in the Participant	Relying on a Guarantor	Serving as a Guarantor for another Member	Financial Entity/ Private Investment Fund	Demonstrating compliance with Professional Pre-Qualification Requirements
	_____ %	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No
	_____ %	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No
	_____ %	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No
	_____ %	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No	<input type="checkbox"/> Yes: _____ <input type="checkbox"/> No

2. **The Related Entities:**

Name and registration number of the Related Entity	Related to which Member	What is the connection to the Member	The Professional Pre-Qualification Requirements it Demonstrates compliance with
		<input type="checkbox"/> Controlling the Member <input type="checkbox"/> Controlled by the Member <input type="checkbox"/> Under the Same Control as the Member	
		<input type="checkbox"/> Controlling the Member <input type="checkbox"/> Controlled by the Member <input type="checkbox"/> Under the Same Control as the Member	
		<input type="checkbox"/> Controlling the Member <input type="checkbox"/> Controlled by the Member <input type="checkbox"/> Under the Same Control as the Member	
		<input type="checkbox"/> Controlling the Member <input type="checkbox"/> Controlled by the Member <input type="checkbox"/> Under the Same Control as the Member	

3. **The Major Subcontractors:**

Name and registration number of the Major Subcontractor	The Professional Pre-Qualification Requirements it Demonstrates compliance with

4. Attached hereby as **Attachment 1**, is the Participant's Group chart, which includes, *inter alia*, the names of the Participating Entities (*i.e.*, the Members, the Related Entities, the Major Subcontractor and the Guarantors, as applicable), their roles in the Pre-Qualification Submission, according to Section 3.11.2 of the Invitation and their connection to the Participant and/ or the Members, as applicable.

Faithfully yours,

Date

Attorney's Signature and Stamp

I hereby declare and certify with my signature that the signers on behalf of the Participant are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

Signature and stamp of the Participant

Date	Attorney's Signature and Stamp I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.	Date	Signature and stamp of the Member
Date	Attorney's Signature and Stamp I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.	Date	Signature and stamp of the Member
Date	Attorney's Signature and Stamp I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.	Date	Signature and stamp of the Member
Date	Attorney's Signature and Stamp I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.	Date	Signature and stamp of the Member

Pre-Qualification Form 3 – The Participant

[To be completed by the Participant pursuant to the provisions of Section 3.11.3 of the Invitation. In case that the Participant is a Group, the form shall be signed by all the Members thereof on the same form]

General information regarding the Participant, as of the Pre-Qualification Submission Date:

1. Name: _____
- Registration Number*: _____
- Place of registration*: _____
- Date of registration*: _____
- Business Address: _____
- Phone: _____
- E-mail: _____
- *as applicable

2. **Members' Anticipated Holdings in the Participant*:**

Name of the Member and Registration No.	Registration Number:	Percentage of Holdings in the Participant (%)
		%
		%
		%
		%

*as applicable

3. Attached hereto, as **Attachment 1**, are authenticated copies of the Participant's certificate of incorporation and name change certificates, as applicable, or their equivalent within its domicile¹.
4. **If the Participant is a single Entity – Is it a Foreign Entity or is it Controlled² by a Foreign Entity? If the Participant is a Group – will the Participant be Controlled³ by a Foreign Entity after its incorporation as an SPV for the purpose of participation in the Tender Process, in accordance with the Anticipated Holdings? If yes, please explain how and provide details:**

5. The Participant hereby warrants and declares as follows:
- The Pre-Qualification Submission is not made in the interest of, or on behalf of, any

¹ Except for official authenticated certificates of Israeli corporations submitted in Hebrew, certificates of incorporation and name change certificates provided by a Participant in any language other than English should be accompanied by a translation to English and a notarized statement of translation.

² For the purpose of this PQ Form only, the term "**Control**" shall have the meaning ascribed thereto in the Banking (Licensing) Law, 5741-1981.

³ For the purpose of this PQ Form only, the term "**Control**" shall have the meaning ascribed thereto in the Banking (Licensing) Law, 5741-1981.

undisclosed person, corporation, company, voluntary association, partnership, trust, or unincorporated association;

- The Pre-Qualification Submission is genuine and not collusive or sham;
- The Participant has not, directly or indirectly, induced or solicited any other Participant or Member(s) to put in a false or sham Pre-Qualification Submission, and has not by itself, or directly or indirectly, colluded, arranged or agreed with any Participant or Member(s) to secure any advantage against any other Participant, or to secure any advantage against the Tender Committee or the State of anyone interested in the Site;
- To the best of our knowledge and after having performed a due diligence examination, each of the Experience Providers that has been presented on behalf of the Participant is in compliance with all of the relevant Pre-Qualification Requirements of the Invitation;
- Our Pre-Qualification Submission corresponds with the purposes and powers that have been set forth in our documents of the incorporation, and we declare that there is no impediment under any law and/or any agreement for submitting this Pre-Qualification Submission;
- In case that the Participant is a Group, and should the Participant be announced as Eligible Participant in accordance with the provisions of the Invitation, and will be invited by the Tender Committee to submit a Bid pursuant to the provisions of the Tender Documents, it is the intention of all Members to enter into a detailed agreement between them and to form a SPV, incorporated under the Laws of the State of Israel, all, as required pursuant to the provisions of the Invitation, and as shall be further required pursuant to the provisions of the Tender Documents. The Holdings by each and all Members in such SPV shall be as listed above.
- The Participant is aware of the limitation with regard to the number of the Members, as it is set forth in Section 3.1.1 of the Invitation, and it declares that it and its Members have formed their Pre-Qualification Submission so that it will comply with the aforesaid limitation.
- The Participant and/or any Interested Party thereof, including the Office Holders, involved in the Pre-Qualification Process, in the Tender Process or in the Sale Process (including individuals) are not residents or citizens of a state which does not have diplomatic relations with the State of Israel.

Faithfully yours,

_____ Date	_____ Attorney's Signature and Stamp I hereby declare and certify with my signature that the signers on behalf of the Participant are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.	_____ Date	_____ Signature and stamp of the Participant
_____ Date	_____ Attorney's Signature and Stamp I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.	_____ Date	_____ Signature and stamp of the Member
_____ Date	_____ Attorney's Signature and Stamp I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.	_____ Date	_____ Signature and stamp of the Member

Date

Attorney's Signature and Stamp

I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

**Signature and
stamp of the
Member**

Date

Attorney's Signature and Stamp

I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

**Signature and
stamp of the
Member**

Pre-Qualification Form 4 – The Member of the Participant

[To be completed by the Participant, or by each Member, if the Participant is a Group, pursuant to the provisions of Section 3.11.4 of the Invitation, on separate forms]

General information regarding the Member, as of the Pre-Qualification Submission Date:

1. Name: _____
Registration Number: _____
Place of registration: _____
Date of registration: _____
Business Address: _____
Phone: _____
E-mail: _____

2. Attached hereto, as **Attachment 1**, are authenticated copies of the Member's certificate of incorporation and name change certificates, as applicable, or their equivalent within its domicile⁴.

3. **Directors or executives of the Member:**
- | <u>Name</u> | <u>Profession</u> | <u>Title</u> |
|-------------|-------------------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

4. **Office Holders of the Member:**
- | | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

5. **Representative:**
- | <u>Name</u> | <u>Title</u> | <u>Address, Tel & E-mail</u> |
|-------------|--------------|----------------------------------|
| _____ | _____ | _____ |
- Israeli representative*:** _____

*for non-Israeli companies only (if any)

⁴ Except for official authenticated certificates of Israeli corporations submitted in Hebrew, certificates of incorporation and name change certificates provided by a Member in any language other than English should be accompanied by a translation to English and a notarized statement of translation.

6. **Legal status:**

- (Check applicable) Private Limited
- Public Limited
- Partnership
- Joint Venture
- Other (explain) _____

7. **Authorized share capital:**

Issued and fully paid up capital: _____

8. **Interested Parties in the Member:**

9. **Is the Member a Foreign Entity or is it Controlled⁵ by a Foreign Entity? If yes, please explain how and provide details:**

10. **Does the Member have an Israeli subsidiary or an affiliate company?***

Yes No

If yes – identify and provide details:

*for non-Israeli companies only (if any)

11. **The Pre-Qualification Requirement the Member will be demonstrating compliance with:**

(if applicable, detail the applicable Pre-Qualification Requirement the Member is demonstrating compliance with, other than the Financial Pre-Qualification Requirements. Please specify if the Member is demonstrating compliance with the relevant Requirement by itself or through another Entity (a Related Entity or SPV), and in that case – please specify the identity of that Entity and its connection to the Member)

⁵ For the purpose of this PQ Form only, the term "Control" shall have the meaning ascribed thereto in the Banking (Licensing) Law, 5741-1981.

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 Criminal proceedings with respect to Offense [*check applicable*]
- The Member and/ or any directors or managers thereof and/ or Interested Parties therein (which are connected to the Member, based on the Anticipated Holdings in the Participant) [*erase applicable*], have not been convicted in an Offense [*to be completed by the Member*].
 - There are no criminal proceeding with respect to an Offense being conducted against either the Member and/ or any directors or managers thereof and/ or Interested Parties therein (which are connected to the Member, based on the Anticipated Holdings in the Participant) [*erase applicable*] [*to be completed by the Member*].
 - The Member and/ or any directors or managers thereof and/ or Interested Parties therein (which are connected to the Member, based on the Anticipated Holdings in the Participant) [*erase applicable*], have been convicted with the following Offenses [*to be completed by the Member*]:
-
-
-
- The following criminal proceeding are being conducted against the Member and/ or any directors or managers thereof and/ or Interested Parties in the Member (which are connected to the Member, based on the Anticipated Holdings in the Participant), with respect to the following Offenses [*erase applicable*] [*to be completed by the Member*]:
-
-
-
- 12.3 The Member and/or any Interested Party thereof, including the Office Holders, involved in the Pre-Qualification Process, in the Tender Process or in the Sale Process (including individuals) are not residents or citizens of a state which does not have diplomatic relations with the State of Israel;
- 12.4 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 Pre-Qualification Process);
- 12.5 There are no actions or pending proceedings nor, to the best knowledge of the Member and after due investigation, actions or proceedings which might result in any material adverse change in the Member business, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets;
- 12.6 The Member has not, directly or indirectly, induced or solicited any other Participant or Member(s) to put in a false or sham Pre-Qualification Submission, and has not by itself, or

directly or indirectly, colluded, arranged or agreed with any Participant or Member(s) to secure any advantage against any other Participant, or to secure any advantage against the Tender Committee or the State of anyone interested in the Transferred Facilities;

- 12.7 The Member participates in the Pre-Qualification Process only within this Pre-Qualification Submission;
- 12.8 The Member does not employ or engage any of the Advisors to the Tender Committee detailed in **Annex 8** of the Invitation, for the purposes of the Pre-Qualification Process;
- 12.9 Any Related Entity to the Member does not participate in the Pre-Qualification Process except within this Pre-Qualification Submission;
- 12.10 We understand that the Pre-Qualification Submission will not be considered, in any way whatsoever, as creating an obligation for the Tender Committee to declare the Participant as an Eligible Participant and/or to invite the Participant to the participate in the Tender Process; that the Tender Committee is entitled, in its exclusive discretion, to reject the Pre-Qualification Submission that was filed by us; and that the Tender Committee is entitled, in its exclusive discretion, to cancel the Sale Process and to reject all of the Pre-Qualification Submissions at any time; and that the Tender Committee is entitled to request additional information from the Participant or from other parties, to cancel or to modify the Pre-Qualification Documents at any time, and to conduct negotiations with all or some of the Participants.
- 12.11 We are aware that in submitting the Pre-Qualification Submission, the Participant, as well as any Member, will be considered as having waived any claim regarding the terms of the Invitation and any right to file an application for an injunction against the Pre-Qualification Process and/or the Sale Process or any other relief whose meaning, directly or indirectly, is a delay in the promotion of the Pre-Qualification Process and/or the Sale Process.

Faithfully yours,

Date

Attorney's Signature and Stamp

I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

Signature and stamp of the Member

Pre-Qualification Form 5 – The Related Entity

[To be completed, on a separate form, by each Related Entity, pursuant to the provisions of Section 3.11.5 of the Invitation]

General information regarding the Related Entity, as of the Pre-Qualification Submission Date:

1. Name: _____
Registration Number: _____
Place of registration: _____
Date of registration: _____
Business Address: _____
Phone: _____
E-mail: _____

2. Attached hereto, as **Attachment 1**, are authenticated copies of the Related Entity's certificate of incorporation and name change certificates, as applicable, or their equivalent within its domicile⁶.

3. **Attached hereto, as Attachment 2, is a structure chart demonstrating the relation between the Related Entity and the Participant/ the Member. Please explain how does the Related Entity relate to the Participant/ the Member:**

4. **The Pre-Qualification Requirement the Related Entity will be demonstrating compliance with:**

5. Directors or executives of the Related Entity	<u>Name</u>	<u>Profession</u>	<u>Title</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

⁶ Except for official authenticated certificates of Israeli corporations submitted in Hebrew, certificates of incorporation and name change certificates provided by a Related Entity in any language other than English should be accompanied by a translation to English and a notarized statement of translation.

Office Holders
of the Related
Entity:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. **Representative:** Name Title Address, Tel & E-mail

_____	_____	_____
_____	_____	_____

**Israeli
representative*:**

*for non-Israeli companies only (if any)

7. **Legal status:**

(Check applicable) Private Limited

 Public Limited

 Partnership

 Joint Venture

 Other (*explain*) _____

8. **Authorized share capital:** _____
Issued and fully paid up
capital: _____

9. **Interested Parties in the Related Entity:**

10. **Does the Related Entity have an Israeli subsidiary or an affiliate company?**
 Yes No
if yes – identify and provide details:

*for non-Israeli companies only (if any)

11. The Related Entity hereby warrants and represents the following:
- 11.1 The Related Entity is duly incorporated, organized and validly existing under the laws of the jurisdiction in which it was organized;
 - 11.2 Criminal proceedings with respect to Offense [*check applicable*]
 The Related Entity and/or any directors or managers thereof and/or Interested Parties therein [*erase applicable*], have not been convicted in an Offense [*to be completed by*

the Related Entity].

- There are no criminal proceeding with respect to an Offense being conducted against either the Related Entity and/ or any directors or managers thereof and/ or Interested Parties therein [*erase applicable*] [*to be completed by the Related Entity*].
- The Related Entity and/ or any directors or managers thereof and/ or Interested Parties therein [*erase applicable*] have been convicted with the following Offenses [*to be completed by the Related Entity*]:

- The following criminal proceeding are being conducted against the Related Entity and/ or any directors or managers thereof and/ or Interested Parties therein, with respect to the following Offenses [*erase applicable*] [*to be completed by the Related Entity*]:

- 11.3 The Related Entity and/or any Interested Party thereof, including the Office Holders, involved in the Pre-Qualification Process, in the Tender Process or in the Sale Process (including individuals) are not residents or citizens of a state which does not have diplomatic relations with the State of Israel;
- 11.4 The Related Entity 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 or proposed to be conducted for the purposes of the Site;
- 11.5 The Related Entity accepts the role which has been assigned to it by the Participant as described in this **Pre-Qualification Form D**, and confirms that subject to declaration of the Participant as a Successful Bidder, it will provide all the knowledge, experience, equipment and manpower required, in any volume, to fulfill the obligations of the Participant, and undertakes to bear the responsibility that will be imposed on the Participant by IEC, pursuant to the Tender Documents and according to any Applicable Law.
- 11.6 There are no actions or pending proceedings nor, to the best knowledge of the Related Entity and after due investigation, actions or proceedings which might result in any material adverse change in the Related Entity business, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets;
- 11.7 The Related Entity has not, directly or indirectly, induced or solicited any other Participant or Member(s) to put in a false or sham Pre-Qualification Submission, and has not by itself, or directly or indirectly, colluded, arranged or agreed with any Participant or Member(s) to secure any advantage against any other Participant, or to secure any advantage against the Tender Committee or the State of anyone interested in the Transferred Facilities;
- 11.8 To the best of the Related Entity's knowledge, and with respect to those part of the Pre-Qualification Submission concerned with the Related Entity:

- 11.8.1 The Pre-Qualification Submission submitted by the Participant is not made in the interest of, or on behalf of, any undisclosed person, corporation, company, voluntary association, partnership, trust, or unincorporated association;
- 11.8.2 The Pre-Qualification Submission is genuine and not collusive or sham;
- 11.8.3 All the information contained in the Pre-Qualification Submission is true, accurate, complete and current as of the Pre-Qualification Submission Date.
- 11.9 The Related Entity does not employ or engage any of the Advisors to the Tender Committee detailed in **Annex 8** of the Invitation, for the purposes of the Pre-Qualification Process;
- 11.10 The Related Entity participates in the Pre-Qualification Process only within this Pre-Qualification Submission, and any person or Entity under the common Control over it, any person or Entity under the common Control thereof, and any person or Entity Controlled thereby, does not participate in the Pre-Qualification Process except within this Pre-Qualification Submission;

Faithfully yours,

Date

Attorney's Signature and Stamp

I hereby declare and certify with my signature that the signers on behalf Related Entity are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

Signature and stamp of the Related Entity

Pre-Qualification Form 6 – The Major Subcontractor

[To be completed by the Major Subcontractor, pursuant to the provisions of Section 3.11.6 of the Invitation]

General information regarding the Major Subcontractor, as of the Pre-Qualification Submission Date:

1. Name: _____
Registration number: _____
Place of registration: _____
Date of registration: _____
Business address: _____
Phone: _____
E-mail: _____

2. Attached hereto, as **Attachment 1**, are authenticated copies of the Major Subcontractor's certificate of incorporation and name change certificates, as applicable, or their equivalent within its domicile⁷.

	<u>Name</u>	<u>Profession</u>	<u>Title</u>
3. Directors or executives of the Major Subcontractor	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
4. Office Holders of the Major Subcontractor:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

	<u>Name</u>	<u>Title</u>	<u>Address, Tel & E-mail</u>
5. Representative:	_____	_____	_____
6. Israeli representative*:	_____	_____	_____

*for non-Israeli companies only (if any)

⁷ Except for official authenticated certificates of Israeli corporations submitted in Hebrew, certificates of incorporation and name change certificates provided by a Major Subcontractor in any language other than English should be accompanied by a translation to English and a notarized statement of translation.

7. **Legal status:**

- (Check applicable)
- | | |
|--------------------------|--------------------------|
| Private Limited | <input type="checkbox"/> |
| Public Limited | <input type="checkbox"/> |
| Partnership | <input type="checkbox"/> |
| Other (<i>explain</i>) | <input type="checkbox"/> |
-

8. **Authorized share capital:**

Issued and fully paid up
capital:

9. **Interested Parties in the Major Subcontractor:**

10. **Does the Major Subcontractor have an Israeli subsidiary or an affiliate company?**

Yes No

If yes – identify and provide details:

**for non-Israeli companies only (if any)*

11. The Major Subcontractor hereby warrants and represents the following:

11.1 The Major Subcontractor has entered into an agreement with the Participant for purposes of performing the role assigned to it by the Participant. Attached hereby, as **Attachment 2**, is a signed agreement between the Major Subcontractor and the Participant, pursuant to the provisions of Section 3.11.6 to the Invitation.

11.2 The Major Subcontractor is duly incorporated, organized and validly existing under the laws of the jurisdiction in which it was organized;

11.3 Criminal proceedings with respect to Offense [*check applicable*]

The Major Subcontractor and/or any directors or managers thereof and/or Interested Parties therein [*erase applicable*], have not been convicted in an Offense [*to be completed by the Major Subcontractor*].

There are no criminal proceeding with respect to an Offense being conducted against either the Major Subcontractor and/or any directors or managers thereof and/or Interested Parties therein [*erase applicable*] [*to be completed by the Major Subcontractor*].

The Major Subcontractor and/or any directors or managers thereof and/or Interested Parties therein [*erase applicable*] have been convicted with the following Offenses [*to be completed by the Major Subcontractor*]:

-
-
-
- The following criminal proceeding are being conducted against the Major Subcontractor and/ or any directors or managers thereof and/or Interested Parties therein, with respect to the following Offenses [*erase applicable*] [*to be completed by the Major Subcontractor*]:
-
-
-

- 11.4 The Major Subcontractor accepts the role which has been assigned to it by the Participant as described in this **Pre-Qualification Form E**, and confirms that subject to declaration of the Participant as a Successful Bidder, it will execute all of the obligations of the Participant according to this Invitation and the Tender Documents, regarding performing its Operation and Maintenance Experience and/or its Construction Experience (*erase the irrelevant*) and providing all the knowledge, experience, equipment and manpower required, in any volume, to fulfill the operation and maintenance and/or the construction (*erase the irrelevant*) obligations of the Participant, as applicable, and undertakes to bear the operation and maintenance and/or the construction (*erase the irrelevant*) responsibility that will be imposed on the Participant by IEC, as applicable, pursuant to the Tender Documents and according to any law.
- 11.5 The Major Subcontractor and/or any Interested Party thereof, including the Office Holders, involved in the Pre-Qualification Process, in the Tender Process or in the Sale Process (including individuals) are not residents or citizens of a state which does not have diplomatic relations with the State of Israel;
- 11.6 The Major Subcontractor 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 or proposed to be conducted for the purposes of the Site;
- 11.7 There are no actions or pending proceedings nor, to the best knowledge of the Major Subcontractor and after due investigation, actions or proceedings which might result in any material adverse change in the Major Subcontractor business, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets;
- 11.8 The Major Subcontractor has not, directly or indirectly, induced or solicited any other Participant or Member(s) to put in a false or sham Pre-Qualification Submission, and has not by itself, or directly or indirectly, colluded, arranged or agreed with any Participant or Member(s) to secure any advantage against any other Participant, or to secure any advantage against the Tender Committee and/or IEC of anyone interested in the Site;
- 11.9 To the best of the Major Subcontractor's knowledge, and with respect to those part of the Pre-Qualification Submission concerned with the Major Subcontractor:
- 11.9.1 The Pre-Qualification Submission submitted by the Participant is not made in the interest of, or on behalf of, any undisclosed person, corporation, company, voluntary association, partnership, trust, or unincorporated association;
- 11.9.2 The Pre-Qualification Submission is genuine and not collusive or sham;

- 11.9.3 All the information contained in the Pre-Qualification Submission is true, accurate, complete and current as of the Pre-Qualification Submission Date.
- 11.10 The Major Subcontractor does not employ or engage any of the advisors to the Tender Committee detailed in **Annex 8** of the Invitation, for the purposes of the Pre-Qualification Process;
- 11.11 The Major Subcontractor participates in the Pre-Qualification Process only within this Pre-Qualification Submission, and any person or Entity under the common Control over it, any person or Entity under the common Control thereof, and any person or Entity Controlled thereby, does not participate in the Pre-Qualification Process except within this Pre-Qualification Submission;

Faithfully yours,

Date

Attorney's Signature and Stamp

I hereby declare and certify with my signature that the signers on behalf Major Subcontractor are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

Signature and stamp of the Major Subcontractor

Pre-Qualification Form 7 – Authorized Representative

[To be signed by the Participant and the Members thereof, if applicable, pursuant to the provisions of Section 2.14.2 of the Invitation, on the same form]

1. Name of the Participant

2. Registration number of the Participant (as applicable):

3. Names of the Members:

4. Registration numbers of the Members:

5. Name of the Authorized Representative:

6. Address of the Authorized Representative:

7. Telephone:

8. Email address:

Date

Attorney's Signature and Stamp

I hereby declare and confirm with my signature that the signers on behalf of the Participant are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

Signature and stamp of the Participant

Date

Attorney's Signature and Stamp

I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

Signature and stamp of the Member

Date

Attorney's Signature and Stamp

I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

Signature and stamp of the Member

Date

Attorney's Signature and Stamp

I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

Signature and stamp of the Member

Date

Attorney's Signature and Stamp

I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

Signature and stamp of the Member

Pre-Qualification Form 8 – Undertaking to Maintain Confidentiality

[To be signed by each Participating Entity, as applicable, on a separate form, pursuant to the provisions of Section 3.8.1 of the Invitation]

To:
Israel Electric Corporation Ltd.
1 Netiv Ha-Or Street, Haifa

Dear Sirs,

Re: Undertaking to Maintain Confidentiality

Whereas: in the Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase Eshkol Transferred Facilities, which was published by the Israel Electric Corporation Ltd. (hereinafter: “**IEC**” and the “**Invitation**”), the Participants that are interested in participating in the Pre-Qualification Process and in purchasing the Transferred Facilities, including the undersigned, will be given a general description of Eshkol Transferred Facilities, as well as additional data with respect to the Transferred Facilities, and, furthermore, the Participants may be given additional information, documents and data that pertain to IEC and/or to the Transferred Facilities, which include Confidential Information (as this term is defined below) of IEC; and

Whereas: it has been clarified to us by IEC, and we hereby confirm and undertake, that a condition for our participation in the Pre-Qualification Stage, is that all of the Confidential Information that will be given to us and/or to anyone on our behalf and/or to which we will be exposed within the Pre-Qualification Process, will be kept absolutely confidential by us, will not be disclosed to any third party whatsoever (hereinafter: “**Third Party**”), and will not be used by us for any other purpose than for the purpose of performing examinations that we reasonably require for the purpose of submitting a Pre-Qualification Submission and the participation in the Pre-Qualification Process, in accordance with the Pre-Qualification Documents (hereinafter: the “**Permitted Purpose**”):

Now therefore we, _____ (complete the name of the Participating Entity), are making this Undertaking as part of _____'s (complete the name of the Participant) Pre-Qualification Submission, and we hereby declare and (as is relevant) undertake as follows:

Maintaining confidentiality and limiting the use of the Confidential Information

1. In this Undertaking, the term “**Confidential Information**” refers to any information, whether in writing or oral or otherwise, which is related and/or pertains to IEC, including its property, its belongings, its facilities, its business, its suppliers, its service providers, its representatives, its agents, its customers, its monetary, financial and marketing data, its professional, commercial and business secrets, its plans (including its business, financial and strategic plans), ideas, data, examinations, calculations, knowledge, intellectual property, its agreements with others, including employees, lessees, lessors, customers, service providers, representatives, agents, suppliers, guarantees, indemnifications, loans, bonds, deeds of pledge, encumbrances, insurance policies, securities of IEC and/or officers, any negotiation between IEC and ourselves (to the extent that it

takes place as part of the Sale Process), its details, and everything related thereto and/or resulting therefrom, as well as any other or additional material, knowledge or information that has come/will come to us and/or to anyone on our behalf from IEC and/or from any Third Party, whether in writing or orally, by electronic means or in any other way, within and/or as a result of the Invitation and/or the Pre-Qualification Process, and/or an examination of the possibility of submitting Pre-Qualification Submission, including pursuant to this Undertaking and the Pre-Qualification Documents. Notwithstanding the foregoing, Confidential Information will not include information as stated above that: (a) is in the public domain; (b) was lawfully known to us before it was given to us within and/or in connection with the Pre-Qualification Process and with respect to which we are in possession of written proof; (c) came to us lawfully from a Third Party; or provided that this information did not come into the public domain and/or did not come to us and/or to anyone on our behalf, or to a Third Party, as a result of a breach of this Undertaking to Maintain Confidentiality and/or a breach of any other undertaking vis-à-vis IEC and/or as a result of an act or an omission by us and/or by anyone on our behalf, including by the Authorized Persons (as this term is defined below) and/or by a Third Party.

In this section 1 of this Undertaking, the term “**the IEC**” refers to: IEC and any corporation that is held, directly or indirectly, by IEC, including subsidiaries and related companies (as these terms are defined in the Securities Law, 5728-1968).

2. We hereby declare and confirm that there is no prohibition, impediment and/or limitation by virtue of any contract, statute or any other reason, including the competition laws, that prohibit, impede and/or limit us from being exposed to Confidential Information and/or reviewing it as set forth in this Undertaking.
3. We undertake to maintain complete and absolute confidentiality with respect to the Confidential Information, and not to give it, disclose it, publish it, describe it and/or transfer it to a Third Party (other than the Authorized Persons (as this term is defined below)), according and subject to the conditions and provisions that are set forth in section 5 below, without having obtained your prior written consent and in accordance with the conditions that will be set forth in that consent (if and to the extent that it is given). Without derogating from the generality of that set forth in this section above, we undertake to take all of the required and/or necessary precautions in order to prevent any possibility that the Confidential Information will leave our possession and will reach a Third Party.
4. We are aware that giving the Confidential Information to us and/or bringing it to our attention does not confer any rights to it upon us, and that the sole and exclusive purpose for which the Confidential Information is given to us and for which we will be entitled to make use of the Confidential Information is the Permitted Purpose, and we will not be entitled to make use of the Confidential Information for any purpose other than the Permitted Purpose, whether directly or indirectly.
5. Without derogating and/or detracting from the generality of that set forth in this Undertaking, we undertake that the transfer of the Confidential Information to our employees and/or to those operating in our name and/or on our behalf, including to the consultants, appraisers, accountants and attorneys operating on our behalf, will only be made to such of those persons who reasonably require the Confidential Information in connection with the performance of the examinations that will be performed by us with respect to our participation in the Pre-Qualification Process (hereinafter jointly: the “**Authorized Persons**”), and that the transfer of Confidential Information as stated to any of the persons mentioned above in this section will be made provided that, prior to and as a condition for the transfer of Confidential Information as stated, the Authorized Person receiving the information expressly undertakes vis-à-vis IEC, by signing in the margins of this Undertaking, to maintain complete confidentiality with respect to the Confidential Information

that will be given to him, and not to use it for any purpose other than the Permitted Purpose, all in accordance with that set forth in this Undertaking. For the avoidance of doubt, it is hereby clarified that the non-fulfillment of the conditions as stated by any of the Authorized Persons will not release us from any of our undertakings pursuant to this Undertaking, and that we will be liable for the undertakings by the Authorized Persons as stated, jointly and severally with the Authorized Persons, and that any act or omission by the Authorized Persons will be deemed, for the purposes of this Undertaking, to constitute an act or an omission by us.

6. Immediately upon your first demand, we undertake to return to IEC all of the Confidential Information that is and/or will be in our possession or in the possession of anyone on our behalf (including the Authorized Persons), including any and all copies, photocopies, correspondence, notes, processing, duplication, abstract, presentation and/or summary of the Confidential Information (including reports and/or working papers and the like) in which the Confidential Information or any part thereof and/or any other material in connection with and/or pertaining to the Confidential Information is reflected or analyzed, all if it was prepared by IEC and/or anyone on its behalf (hereinafter: the **“Documents and Data of the Confidential Information”**). Without derogating from the generality of the foregoing, we undertake, immediately upon your first demand, to destroy the Documents and Data of the Confidential Information, in such a way that none of the Documents and Data of the Confidential Information will remain in our possession and/or in the possession of anyone on our behalf (including the Authorized Persons). For the avoidance of doubt, it is hereby emphasized that the performance of that set forth in this section will not derogate from our liability and our remaining undertakings pursuant to this Undertaking.
7. If a demand under any Applicable Law is addressed to us by a Competent Authority to give them information that constitutes Confidential Information, we will be entitled to provide the information as stated, provided that we notify IEC to that effect immediately and in writing, before providing any Confidential Information as stated, and if this is not possible by any Applicable Law, we will notify IEC to that effect immediately after the provision thereof, and we will ensure that the disclosure as stated is reduced to the necessary minimum for the purpose of compliance with the requirements of the Applicable Law. In addition, we undertake that, in such a case, we will give IEC a reasonable and sufficient period of time to defend itself against a demand as stated before providing the Confidential Information that was demanded to an entity and/or an authority as stated, unless this is not possible by any Applicable Law.
8. We are aware that the Confidential Information was and/or will be given to us, inter alia, on the basis of the confirmations and undertakings that have been set forth in this Undertaking.

General

9. The Preamble to this Undertaking constitutes an integral part hereof.
10. Each of the terms that are included in this Undertaking (for the avoidance of doubt, including the Preamble hereto), which are defined in the Invitation and are not expressly defined in this Undertaking, will have the meaning that is conferred upon it in the Invitation.
11. We are aware of and accept the fact that the information will be given to us in its condition at the time (“As-Is”), and that the provision thereof by IEC and/or by anyone on its behalf will not constitute, under any circumstances whatsoever, any representation, confirmation, promise, description, explanation, estimation and/or undertaking by IEC and/or by anyone on its behalf (including with respect to conducting negotiations in connection with the purchase of the Transferred Facilities and/or engaging in an Sale Contract for the purchase of the Transferred Facilities), and, therefore, IEC and anyone on its behalf will not bear any liability whatsoever with

respect thereto and/or in connection therewith. We are aware that we are required to perform all of the examinations related to the Invitation and the Pre-Qualification Process, the Transferred Facilities, in an independent manner, and our Pre-Qualification Submission, if it is submitted, will be submitted on the basis of our examinations and under our exclusive responsibility. We are aware that the Confidential Information that will be transferred to us is only partial, that there is no certainty that it provides all of the required information that pertains to the Transferred Facilities, and that IEC does not take upon itself any liability with respect to the content of the Confidential Information and/or with respect to the satisfactory or exhaustive nature thereof.

12. For the avoidance of doubt, IEC will be entitled to any legal remedy against us that is available to IEC under any Applicable Law, in the case of breach of any of our undertakings as stated above, whether by us directly or indirectly or by anyone on our behalf (including the Authorized Persons), including an injunction, a mandatory injunction and an order for the collection of information, and we undertake not to oppose such orders. Without derogating from the foregoing, we are aware that great damage may be caused to IEC and to Third Parties if any of our undertakings pursuant to this Undertaking is breached by us and/or by anyone on our behalf (including the Authorized Persons), and we undertake to indemnify IEC and any Third Party as stated for all of the damage and expenses that will be caused in the case of breach of any of our undertakings as stated above, whether by us directly or indirectly or by anyone on our behalf (including the Authorized Persons), whether through an act or through an omission, for any reason whatsoever.
13. The validity of this Undertaking is for 3 years as of the Pre-Qualification Submission Date. For the avoidance of doubt, this Undertaking will remain fully in effect, even if our Pre-Qualification Submission, which will be submitted by us, is not accepted, for any reason whatsoever.
14. No modification, amendment and/or updating of the provisions of this Undertaking will be valid unless made in writing and signed by us and by IEC.
15. Without derogating from the provisions of the Invitation, if it is determined that any provision of this Undertaking is illegal or unenforceable, this will not detract from the remaining provisions of this Undertaking, which will remain in effect. Without derogating from the foregoing, in any case in which it is determined that any provision of this Undertaking is illegal or unenforceable, the provision with respect to which it has been determined as stated will be replaced by a legal and enforceable provision, the content, purpose and outcome of which are as close as possible to those of the provisions with respect to which it has been determined as stated.
16. This Undertaking and the interpretation and implementation hereof will be governed exclusively by Israeli law. The sole and exclusive jurisdiction to hear any dispute, difference of opinion and/or any other matter that will arise between the parties and that is related to and/or results from this Undertaking will rest with the competent courts of the State of Israel in Tel Aviv.
17. We are aware and agree that this Undertaking by us does not give rise to any impediment and/or limitation for IEC in any matter related to the acceptance of other Pre-Qualification Submissions and/or conducting negotiations with any Participants whatsoever, and that, from our point of view, IEC is not subject to any such impediment and/or limitation.

Date

Attorney's Signature and Stamp

I hereby declare and certify with my signature that the signers on behalf of the Participating Entity are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

Signature and stamp of the Participating Entity

Pre-Qualification Form 9 – No Unauthorized Deviations

[To be completed and signed by the Participant and by each Member (if the Participant is a Group), pursuant to the provisions of Section 3.11.8 of the Invitation. Separate forms may be submitted, if needed]

To:

Israel Electric Corporation Ltd.

1 Netiv Ha-Or Street, Haifa

Gentlemen:

Re: Declaration Regarding No Unauthorized Deviations

In response to the Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase Eshkol Transferred Facilities, we, the undersigned, _____ (name of the Participant), and/or all of the Members, _____; _____; _____; _____, respectfully declare and undertake as follows:

1. We have read, learned, understood and thoroughly examined all of the Pre-Qualification Documents, including, but not only, the Invitation, its Annexes and Pre-Qualification Forms, and we accept the provisions set therein.
2. We have received, read, learned, understood and thoroughly examined all of the Addendums to the Pre-Qualification Documents, and we accept the provisions set therein.
3. We have examined each part of our Pre-Qualification Submission, and we fully accept it and agree to it.
4. **We declare that no Deviation has been made by us in the Pre-Qualification Documents, within our Pre-Qualification Submission, and we are aware that the binding wording of the Pre-Qualification Documents is only the version published by IEC, except of the complements made by the Participant within the Pre-Qualification Documents.**

Faithfully yours,

_____ Date	_____ Attorney's Signature and Stamp I hereby declare and certify with my signature that the signers on behalf of the Participant are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.	_____ Date	_____ Signature and stamp of the Participant
_____ Date	_____ Attorney's Signature and Stamp I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.	_____ Date	_____ Signature and stamp of the Member
_____ Date	_____ Attorney's Signature and Stamp I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.	_____ Date	_____ Signature and stamp of the Member

Date

Attorney's Signature and Stamp

I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

Date

Signature and stamp of the Member

Date

Attorney's Signature and Stamp

I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

Date

Signature and stamp of the Member

Pre-Qualification Form 10 – Public Entities Transactions Law Declaration

[To be completed and signed by the Participant and if the Participant is a Group-by each Member thereof, on a separate form, pursuant to the provisions of Section 3.11.9 of the Invitation]

To:

Israel Electric Corporation Ltd.

1 Netiv Ha-Or Street, Haifa

Gentlemen,

Re: Affidavit Pursuant to Section 2(B)b of the Public Entities Transactions Law, 5736-1976 **(hereinafter: the “Public Entities Transactions Law”)**

I, the undersigned, _____, Identity No. _____, having been warned that I must tell the truth and that I will be subject to the penalties that have been set forth under law if I fail to do so, do hereby affirm in writing as follows:

1. I give this Affidavit in the name of _____ (the "**Entity**") to Israel Electric Corporation Ltd. as part of the Pre-Qualification Submission submitted by _____ (name of the Participant to be completed) in response to the Invitation for Pre-Qualification to participate in a Tender for the Submission of Bids to Purchase Eshkol Transferred Facilities.
2. I serve as the _____ of the Entity, and I have been empowered under law to provide this Affidavit in the name of the Entity and on its behalf.
3. I hereby affirm, after having performed a clarification and an examination, that, as of the Pre-Qualification Submission Date in the above-referenced Invitation, the Entity and every Related Entity to it [check (✓) the relevant alternative]:
 - Have not been Convicted of more than two (2) offenses under the Foreign Workers Law (Prohibition Against Unlawful Employment and Assurance of Fair Conditions), 5751-1991 (hereinafter: the "**Foreign Workers Law**") and the Minimum Wage Law, 5747-1987 (hereinafter: the "**Minimum Wage Law**").
 - Have been Convicted of more than two (2) offenses under the Foreign Workers Law and the Minimum Wage Law, but, as of the Pre-Qualification Submission Date in the Invitation, at least one (1) year has elapsed since the date of the most recent conviction.
 - Have been Convicted of more than two (2) offenses under the Foreign Workers Law and the Minimum Wage Law, according to the details listed below, and, as of the Pre-Qualification Submission Date, at least one (1) year has not yet elapsed since the date of the most recent conviction.

Serial No.	Details of the offense [Section No. and name of law]	Date of the conviction [month and year]
1.		
2.		

* Additional rows can be added as necessary.

For the purposes of this Section 3, "Convicted" and "Connected Entity" – as these terms are defined in the Transactions with Public Entities Law, 5736-1976.⁸

⁸ "**Convicted**" of an offense – convicted in a peremptory judgment of an offense that was committed after 25 Heshvan 5763 (October 31, 2002); "**Connected Entity**" – any of the following: (1) a body of persons controlled by the

Affidavit pursuant to Section 2b1 of the Public Entities Transactions Law

4. I hereby affirm, after having performed a clarification and an examination, that as of the Pre-Qualification Submission Date in the above-referenced Invitation, one of the following applies [check (✓) the relevant alternative]:

- Alternative A – The provisions of Section 9 of the Equal Opportunities for Persons with Disabilities Law, 5758-1998 (hereinafter: the “**Equal Opportunities Law**”) do not apply to the Entity.⁹
- Alternative B – The provisions of Section 9 of the Equal Opportunities Law apply to the Entity, and it fulfills them.
- [If checked Alternative B – please continue]:
 - Alternative (1) – The Entity employs fewer than 100 employees.
 - Alternative (2) – The Entity employs at least 100 employees, and it undertakes to apply to the Director-General of the Ministry of Labor, Welfare and Social Services, for the purpose of an examination of the implementation of its duties pursuant to Section 9 of the Equal Opportunities Law, and, if necessary – for the purpose of receiving instructions in connection with the implementation thereof.

If the Entity has undertaken in the past to apply to the Director-General of the Ministry of Labor, Welfare and Social Services pursuant to the provisions of Alternative (2) above, and entered into an agreement pursuant to which it undertook as stated in that Alternative (2) – it declares that it applied, as it was required to do, and if it received instructions for the implementation of its duties pursuant to Section 9 of the Equal Opportunities Law, it also took measures to implement them.

Entity which Alternative B in Section 4 above applies to – The Entity undertakes to forward a copy of the Affidavit pursuant to Section 4 above to the Director-General of the Ministry of Labor, Welfare and Social Services, within 30 days of the “Date of the Agreement,” as this term is defined in the Public Entities Transactions Law.

5. Attached to this Affidavit are the following certifications:

- A valid certification from an Assessing Officer for an accountant with respect to the keeping of account books as provided by law, pursuant to the provisions of the Income Tax Ordinance (New Version) and the VAT Law.

supplier; (2) if the supplier is a body of persons, any of the following: (a) its controlling shareholder; (b) a body of persons, the composition of the shareholders in which or the partners in which, as is relevant, is essentially similar to the composition as stated of the supplier, and the areas of activity of the body of persons are essentially similar to the areas of activity of the supplier; (c) the person on behalf of the supplier who is responsible for the payment of salaries; (3) if the supplier is a body of persons that is controlled by way of significant control – another body of persons, which is controlled by way of significant control by the entity that controls the Participant; “**Means of Control**,” “**Holding**” and “**Control**” – as these terms are defined in the Banking Law (Licensing), 5741-1981; “**Significant Control**” – holding of three-quarters or more of a specific type of means of control of a body of persons.

⁹ The provisions of Section 9 of the Equal Opportunities Law apply to an “Employer,” as that term is defined there: “An employer that employs more than 25 employees, other than the State or another employer to which the provisions of Section 15A of the Civil Service Law (Appointments), 5719-1959, apply.”

- A valid certification from an Assessing Officer or an accountant with respect to reporting to the Assessing Officer on its income and to the Director of VAT on transactions that are taxed under the VAT Law.

This is my name, this is my signature, and the content of my Affidavit above is true.

Faithfully yours,

_____	_____	_____
Date	Full name	Signature

Certification by an Attorney

I the undersigned, Adv. _____, of _____, do hereby certify that, on _____, Mr./Ms. _____, Identity No. _____, who is competent to affirm on behalf of the Participant/the Member for all intents and purposes, appeared before me, and after he/she was warned by me that he/she would have to affirm the truth and that he/she would be subject to the penalties set forth under law if he/she failed to do so, confirmed the accuracy of the above Affidavit and signed it before me.

Attorney's signature and stamp

Pre-Qualification Form 11 – Participation of Concentrated Entity

[To be submitted by the Participant, and if the Participant is a Group – by each Member thereof, on a separate form – according to the provisions of Sections 3.11.10 and 9.4.4 of the Invitation]

To:

Israel Electric Corporation Ltd.

1 Netiv Ha-Or Street, Haifa

Re: Affidavit Regarding Participation of a Concentrated Entity in the Pre-Qualification Process

I, the undersigned, _____, Identity No. _____, serving as _____ in the _____ (complete the name of the Participant/Member) (the "**Entity**"), registration number _____, having been warned that I must tell the truth and that I will be subject to the penalties set forth under law if I fail to do so, do hereby affirm in writing as follows:

1. I have been empowered under law to provide this Affidavit in the name of the Entity and on its behalf.
2. Please choose and complete one of the following options:
 - The Entity has a Controlling* shareholder:
The name of the Controlling* shareholder: _____;
Identity No.: _____;
The name of the ultimate parent entity: _____;
Identity No.: _____;
 - The Entity has no Controlling* shareholder.
3. Please choose and complete the applicable option with regard to the Entity:
 - The Entity, its shareholders or its partners (which hold at least 5% of the Means of Control* therein), as applicable, are not included in the list of Concentrated Entities (גורמים ריכוזיים) under the Promotion of Competition and Reduction of Concentration Law, 2013 (hereinafter: the "**Concentration Law**").
 - To the best of my knowledge, none of the alternatives in section 4(a) of the Concentration Law applies with regard to the Entity, its shareholders or its partners (which hold at least 5% of the Means of Control therein).
 - To the best of my knowledge, a shareholder or a partner in the Entity (directly or indirectly) is part of a group that is listed in the list of Concentrated Entities, or one of the above criteria applies to it.

Please elaborate:

This is my name, this is my signature, and the content of my Affidavit above is true.

Faithfully yours,

<u>Date</u>	<u>The Entity's Name</u>	<u>The Entity's Signature</u>	<u>Full name of the Affiant</u>	<u>Signature</u>
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Certification by an Attorney

I the undersigned, Adv. _____, of _____, do hereby certify that, on _____, Mr./Ms. _____, Identity No. _____, who is competent to affirm on behalf of the Entity for all intents and purposes, appeared before me, and after he/she was warned by me that he/she would have to tell the truth and that he/she would be subject to the penalties set forth under law if he/she failed to do so, confirmed the accuracy of the above Affidavit and signed it before me.

Attorney's signature and stamp

* In this Form: "**Control**", "**Holding**" and "**Means of Control**" – as these terms are defined in the Banking (Licensing) Law, 1981, as follows: "**Control**" - the ability - whether alone or together with others - to direct the activity of a corporation, except for an ability deriving solely from the performance of the position of a director or other officer in the corporation; without derogating from the generality of the aforesaid, a person shall be deemed to control the corporation if one of the following applies to him: (1) he holds half or more of a certain type of means of control in the corporation; (2) he has the ability to prevent the making of business decisions in a corporation, except for decisions concerning the issuance of means of control in a corporation or decisions concerning the sale or liquidation of most of the corporation's business or a material change thereof. "**Holding**" - whether alone or together with others, whether directly or indirectly, including by a controlled entity. "**Means of Control**", in a corporation - any of the following: (1) the right to vote at a general meeting of a company or at a parallel body of another corporation; (2) the right to appoint a director in a corporation, and for this purpose - (A) the person who appointed a director in the corporation shall be deemed to have the right to appoint him; (B) a corporation of which an officer is appointed as a director of another corporation, and a person who controls that corporation, shall be deemed to have the right to appoint him; (C) the right to participate in the profits of the corporation; (D) the right to the balance of assets of the corporation upon its liquidation after its obligations are settled;

Pre-Qualification Form 12 – Operation and Maintenance Experience

[To be completed by the Experience Provider, pursuant to the provisions of Section 4.1.2 of the Invitation]

[Please note that the projects demonstrated in this Pre-Qualification Form for the purpose of demonstrating compliance with the Professional Pre-Qualification Requirement will be also scored by the Tender Committee as part of the Ranking Process, if such process is conducted, all in accordance with the provisions of Section 6 of the Invitation and Annex 6]

1. I, _____ the undersigned, am making this affidavit on behalf of _____ (fill the name of the Experience Provider).

2. The Experience Provider is (check the applicable):

- the Participant
- Member that holds ____% of the Anticipated Holdings in the Participant
- Related Entity to the Participant/ to the Member (erase the inapplicable)
- Major Subcontractor.

3. **The projects**

The Information	The Projects <i>[Columns may be added if needed]</i>			
	A	B	C	D
Project's name				
Project's owner				
Type of Power Plant(s)				
Cumulative installed power				
Period during which the Experience Provider has provided the operation and maintenance services (from- until) [DD/MM/YYYY – DD/MM/YYYY]	From _____ Until _____	From _____ Until _____	From _____ Until _____	From _____ Until _____
Execution of the project <i>[check the applicable box]</i>	<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____	<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____	<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____	<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____
Effective percentage of holdings in the SPV/ Joint Venture <i>[if applicable]</i>	_____ %	_____ %	_____ %	_____ %
Direct/ Indirect holding <i>[if applicable]</i>	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect

Client details and contact person information (name and e-mail)				
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4. Additional Relevant Information:

To the extent the aforementioned experience is not held directly by the Experience Provider itself, please provide details with respect to the Entity that has the experience including its name and the connection between such Entity and the Experience Provider (please include a chart describing the structure of holdings):

Date

Attorney's Signature and Stamp

I hereby declare and certify with my signature that the signers on behalf of the Experience Provider are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

Signature and stamp of the Experience Provider

Pre-Qualification Form 13 – Construction Experience

[To be completed by the Experience Provider, pursuant to the provisions of Section 4.2.3 of the Invitation]

[Please note that the projects demonstrated in this Pre-Qualification Form for the purpose of demonstrating compliance with the Professional Pre-Qualification Requirement will be also scored by the Tender Committee as part of the Ranking Process, if such process is conducted, all in accordance with the provisions of Section 6 of the Invitation and Annex 6]

1. I, _____ the undersigned, am making this affidavit on behalf of _____ *(fill the name of the Experience Provider)*.

2. The Experience Provider is *(check the applicable)*:

- the Participant
- Member that holds ____% of the Anticipated Holdings in the Participant
- Related Entity to the Participant/ to the Member *(erase the inapplicable)*
- Major Subcontractor.

3. The Projects

The Information		The Projects <i>[Columns may be added if needed]</i>			
		A	B	C	D
Project Name					
Project Owner					
Project type <i>[Please note that if the Tender Committee decides to conduct a Ranking Process, the projects will be scored in accordance with their classification in this Pre-Qualification Form]</i>		<input type="checkbox"/> Power Plant(s) <input type="checkbox"/> Infrastructure Project(s)	<input type="checkbox"/> Power Plant(s) <input type="checkbox"/> Infrastructure Project(s)	<input type="checkbox"/> Power Plant(s) <input type="checkbox"/> Infrastructure Project(s)	<input type="checkbox"/> Power Plant(s) <input type="checkbox"/> Infrastructure Project(s)
If Construction of Power Plant(s):	Type of Power Plant				
	Cumulative installed power				
If Construction of Infrastructure Project:	Description of Project				
	Construction cost				
Starting date of the project <i>[DD/MM/YYYY]</i>					

Completion date of the project [DD/MM/YYYY]				
Execution of the project <i>[check the applicable box]</i>	<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____	<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____	<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____	<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____
Effective percentage of holdings in the SPV/ Joint Venture <i>[if applicable]</i>	_____ %	_____ %	_____ %	_____ %
Direct/ Indirect holding <i>[if applicable]</i>	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect
Name and contact details of the project's owner (email)				

4. **Additional Relevant Information:**

To the extent the aforementioned experience is not held directly by the Experience Provider itself, please provide details with respect to the Entity that has the experience including its name and the connection between such Entity and the Experience Provider (please include a chart describing the structure of holdings):

Date

Attorney's Signature and Stamp

I hereby declare and confirm with my signature that the signers on behalf of the Experience Provider are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

Signature and stamp of the Experience Provider

Pre-Qualification Form 14 – Ownership Experience

[To be completed by the Experience Provider, pursuant to the provisions of Section 4.3.4.1 of the Invitation]

[Please note that the projects demonstrated in this Pre-Qualification Form for the purpose of demonstrating compliance with the Professional Pre-Qualification Requirement will be also scored by the Tender Committee as part of the Ranking Process, if such process is conducted, all in accordance with the provisions of Section 6 of the Invitation and Annex 6]

1. I, _____ the undersigned, am making this affidavit on behalf of _____ (fill the name of the Experience Provider).

2. The Experience Provider is (check the applicable):
 - the Participant
 - Member that holds ____% of the Anticipated Holdings in the Participant
 - Related Entity to the Participant/ to the Member (erase the inapplicable)
 - Major Subcontractor.

3. The Projects

The Information		The Projects <i>[Columns may be added if needed]</i>			
		A	B	C	D
Project's Name					
Type of Project <i>[Please note that if the Tender Committee decides to conduct a Ranking Process, the projects will be scored in accordance with their classification in this Pre-Qualification Form]</i>		<input type="checkbox"/> Power Plants(s) <input type="checkbox"/> Infrastructure Project(s)	<input type="checkbox"/> Power Plants(s) <input type="checkbox"/> Infrastructure Project(s)	<input type="checkbox"/> Power Plants(s) <input type="checkbox"/> Infrastructure Project(s)	<input type="checkbox"/> Power Plants(s) <input type="checkbox"/> Infrastructure Project(s)
If ownership of Power Plant(s):	Type of Power Plant				
	Cumulative installed power				
If ownership of Infrastructure Project:	Description of the Project				
	Construction cost				
Starting date of Ownership [DD/MM/YYYY]					
Ownership of the project <i>[check the applicable box]</i>		<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____	<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____	<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____	<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____

Effective percentage of holdings in the SPV/ Joint Venture [if applicable]	_____ %	_____ %	_____ %	_____ %
Direct/ Indirect holding [if applicable]	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect

* It is hereby clarified that projects that are presented by the Participant for the purpose of demonstrating compliance with Section 4.3 (*Ownership Experience*) may not be presented by the Participant for the purpose of demonstrating compliance with Section 4.4 (*Experience in Financial Close*), except in case where the demonstrated project is a Power Plant with a cumulative installed power of at least 400 MW.

4. **Additional Relevant Information:**

To the extent the aforementioned experience is not held directly by the Experience Provider itself, please provide details with respect to the Entity that has the experience including its name and the connection between such Entity and the Experience Provider (please include a chart describing the structure of holdings):

5. Attached hereto to this Form, as **Attachment 1**, is the relevant document that supports the Starting Date of Ownership, as follows (*erase the inapplicable*):

- (a) An accountant’s certificate; or
- (b) A permanent generation license for the private generation of electricity under the Electricity Sector Law; or
- (c) A reference document with respect to the start of commercial operation of the project.

Date

Attorney’s Signature and Stamp

I hereby declare and confirm with my signature that the signers on behalf of the Experience Provider are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

Signature and stamp of the Experience Provider

Pre-Qualification Form 15 – Experience in Financial Close

[To be completed by the Experience Provider, pursuant to the provisions of Section 4.4.2 of the Invitation]

[Please note that the projects demonstrated in this Pre-Qualification Form for the purpose of demonstrating compliance with the Professional Pre-Qualification Requirement will be also scored by the Tender Committee as part of the Ranking Process, if such process is conducted, all in accordance with the provisions of Section 6 of the Invitation and Annex 6]

1. I, _____ the undersigned, am making this affidavit on behalf of _____ (fill the name of the Experience Provider).

2. The Experience Provider is (check the applicable):

- the Participant
- Member that holds ____% of the Anticipated Holdings in the Participant
- Related Entity to the Participant/ to the Member (erase the inapplicable)
- Major Subcontractor.

3. **The Projects***

The Information		The Projects [Columns may be added if needed]			
		A	B	C	D
Project's Name					
Type of Project <i>[Please note that if the Tender Committee decides to conduct a Ranking Process, the projects will be scored in accordance with their classification in this Pre-Qualification Form]</i>		<input type="checkbox"/> Power Plants(s) <input type="checkbox"/> Infrastructure Project(s)	<input type="checkbox"/> Power Plants(s) <input type="checkbox"/> Infrastructure Project(s)	<input type="checkbox"/> Power Plants(s) <input type="checkbox"/> Infrastructure Project(s)	<input type="checkbox"/> Power Plants(s) <input type="checkbox"/> Infrastructure Project(s)
If Power Plant(s):	Type of Power Plant				
	Cumulative installed power				
If Infrastructure Project:	Description of the Project				
	Construction cost				
Date of the financial close [DD/MM/YYYY]					

Financial close of the project [check the applicable box]	<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____	<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____	<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____	<input type="checkbox"/> By itself <input type="checkbox"/> SPV/ Joint Venture <input type="checkbox"/> Other Entity: _____
Effective percentage of holdings in the SPV/ Joint Venture [if applicable]	_____ %	_____ %	_____ %	_____ %
Direct/ Indirect holding [if applicable]	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect	<input type="checkbox"/> Direct <input type="checkbox"/> Indirect

* It is hereby clarified that projects that are presented by the Participant for the purpose of demonstrating compliance with Section 4.4 (*Experience in Financial Close*) may not be presented by the Participant for the purpose of demonstrating compliance with Section 4.3 (*Ownership Experience*), except in case where the demonstrated project is a Power Plant with a cumulative installed power of at least 400 MW.

4. Additional Relevant Information:

To the extent the aforementioned experience is not held directly by the Experience Provider itself, please provide details with respect to the Entity that has the experience including its name and the connection between such Entity and the Experience Provider (please include a chart describing the structure of holdings):

Date

Attorney's Signature and Stamp

I hereby declare and confirm with my signature that the signers on behalf of the Experience Provider are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Process.

Date

Signature and stamp of the Experience Provider

Pre-Qualification Form 16 – Financial Robustness – The Participant/ The Member

(To be completed separately by each Member (which is not a Financial Entity) or Guarantor (as applicable), pursuant to the provisions of Section 5.9.1 of the Invitation. In cases where the Participant is a single Entity, it will also be considered a "Member" for the purposes of this Form)

I, the undersigned, _____, I.D/ Passport No. _____, am making this undertaking within the Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase Eshkol Transferred Facilities, and hereby declare and undertake as follows:

1. I am making this undertaking in the name of *(check the applicable)*:

Participant (If the Participant is a single Entity)

Member:

Name of the Member:
Anticipated Holdings by the Member in the Participant: _____%

Guarantor:

Name of the Guarantor:
Name of the Member that relies on the Guarantor:
The Guarantor is <i>(check the applicable)</i> : <input type="checkbox"/> Another Member that holds _____ % in the Participant <input type="checkbox"/> An Entity that Controls the Member, by Holding _____% of its shares directly/indirectly <i>(erase the inapplicable)</i>

2. **Turnover**

Fiscal Year	2018/2019	2019/2020	2020/2021	Average Turnover in the last three (3) Fiscal Years**
Turnover (NIS)*				

* According to the audited Financial Statements (if relevant) of the Participant/ the Member / the Guarantor.

** The Average Turnover will be calculated according to the formula set out in section 5.2.2 of the Invitation

Pre-Qualification Form 17 – Financial Robustness – Financial Entity

[To be completed and signed by the CEO or CFO of the Participant or Member or the Guarantor (if applicable) which is a Financial Entity, pursuant to the provisions of Section 5.8.2 of the Invitation. In cases where the Participant is a single Entity, it will also be considered a "Member" for the purposes of this Form]

I, the undersigned, _____, I.D/ Passport No. _____, am making this undertaking within the Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase Eshkol Transferred Facilities, and hereby declare and undertake as follows:

1. I am making this undertaking in the name of *(check the applicable)*:

Participant (If the Participant is a single Entity)

Member:

Name of the Member:
Anticipated Holdings by the Member in the Participant: _____%

Guarantor:

Name of the Guarantor:
Name of the Member that relies on the Guarantor:
The Guarantor is <i>(check the applicable)</i> : <input type="checkbox"/> Another Member that holds _____ % in the Participant <input type="checkbox"/> An Entity that Controls the Member, by Holding _____% of its shares directly/indirectly <i>(erase the inapplicable)</i>

2. I am the CEO/ CFO of the Participant/ the Member/ the Guarantor *(erase the inapplicable)*.

3. Detailed hereby is the financial data of the Participant/ the Member/ the Guarantor *(erase the inapplicable)*.

a. **Equity**

Equity, based on its annual Financial Statements for the Last Fiscal Year	NIS _____
--	-----------

Or

b. The managed assets

Managed assets in the Last Fiscal Year	NIS _____
---	-----------

Faithfully yours,

Date

Full name

Signature

Approval

I the undersigned, Adv. _____, attorney-at-law, do hereby certify that, on day _____, Mr./Ms. _____, Identity No. _____, who is the CEO/CFO of _____, appeared before me, and after he/she was warned by me that he/she would have to affirm the truth and that he/she would be subject to the penalties set forth under law if he/she failed to do so, confirmed the accuracy of the above Affidavit and signed it before me.

Attorney's signature and stamp

Pre-Qualification Form 18 – Financial Robustness – Private Investment Fund

[To be completed by the CEO or CFO of the Participant or the Member or the Guarantor (if applicable), which is a Private Investment Fund, pursuant to the provisions of Section 5.8.3 of the Invitation. In cases where the Participant is a single Entity, it will also be considered a "Member" for the purposes of this Form]

I, the undersigned, _____, I.D/ Passport No. _____, am making this undertaking within the Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase Eshkol Transferred Facilities, and hereby declare and undertake as follows:

1. I am making this undertaking in the name of *(check the applicable)*:

Participant (If the Participant is a single Entity)

Member:

Name of the Member:
Anticipated Holdings by the Member in the Participant: _____%

Guarantor:

Name of the Guarantor:
Name of the Member that relies on the Guarantor:
The Guarantor is <i>(check the applicable)</i> : <input type="checkbox"/> Another Member that holds _____ % in the Participant <input type="checkbox"/> An Entity that Controls the Member, by Holding _____% of its shares directly/indirectly <i>(erase the inapplicable)</i>

2. I am the CEO or CFO of the Participant/ the Member/ the Guarantor *(erase the inapplicable)*.

3. Detailed hereby is the financial data relating to the Participant/ the Member/ the Guarantor:

The amount of Unused Commitments under its management:	as of the date 14 days prior to the Pre-Qualification Submission Date: _____ NIS
---	---

The amount of Assets Under Management:	as at the end of the Last Fiscal Year: _____ NIS
---	---

4. I hereby confirm that the scope of the investment planned by the Private Investment Fund as part of the Sale Process is consistent with the Fund's investment policy.

Faithfully yours,

Date

Full name

Signature

Approval

I the undersigned, Adv. _____, attorney-at-law, do hereby certify that, on _____, Mr./Ms. _____, Identity No. _____, who is the CEO/CFO of _____, appeared before me, and after he/she was warned by me that he/she would have to affirm the truth and that he/she would be subject to the penalties set forth under law if he/she failed to do so, confirmed the accuracy of the above Affidavit and signed it before me.

Attorney's signature and stamp

Pre-Qualification Form 19 – Financial Robustness – Auditor Certification

[To be completed and signed by the Participant's auditor. In cases the Participant is a group, the form will be completed and signed separately by the auditor of each of the Members. In cases involving reliance on a Guarantor, the form will also be completed and signed by the auditor of the Guarantor. The form will be completed pursuant to the provisions of Section 5.9.5 of the Invitation]

[This form may be completed on the accountant's letterhead]

Re: Financial Data of

As the auditors of _____ (hereinafter: the "**Corporation**"), and subsidiaries, we hereby state the following:

1. We have been the auditors of the Corporation since the year _____.
2. The audited [consolidated] financial statements of the Corporation, as of the years 2018, 2019 and 2020 or the years 2019, 2020 and 2021 [*erase the inapplicable*] were audited by our firm (hereinafter: "**Audited Financial Statements**"). The financial statements for the years _____, _____ were audited by another auditor, and his report/s dated _____, _____ included an unmodified opinion [*complete if applicable*].

Financial data

3. The following financial data was obtained from the Audited Financial Statements:
 - 3.1. Pursuant to the Audited Financial Statements, the Equity of the Corporation in the year of 2020/2021 [*erase the inapplicable*] totals the amount of _____ thousand NIS.
 - 3.2. Pursuant to the Audited Financial Statements, the turnover of the Corporation for the years ended on December 31, 2018/2019, 2019/2020 and 2020/2021 [*erase the inapplicable*] totals the amount of _____ thousand NIS, _____ thousand NIS and _____ thousand NIS, respectively.
 - 3.3. Pursuant to the Audited Financial Statements, the operating cash flow of the Corporation for the years ended on December 31, 2018/2019, 2019/2020 and 2020/2021 [*erase the inapplicable*] totals the amount of _____ thousand NIS, _____ thousand NIS and _____ thousand NIS respectively.
 - 3.4. If the Corporation is a "Financial Entity," as this term is defined in the Invitation for Pre-Qualification–

Pursuant to the Audited Financial Statements, the amount of its managed assets for the year 2020/2021 [*erase the inapplicable*] totals the amount of _____ thousand NIS.
 - 3.5. If the Corporation is a "Private Investment Fund", as this term is defined in the Invitation for Pre-Qualification –

Pursuant to the Audited Financial Statements, the Assets Under Management of the Corporation for the year 2020/2021 [*erase the inapplicable*] totals the amount of _____ thousand NIS.

4. No “Going Concern Notice” was included in the Audited Financial Statements for the years of 2018/2019, 2019/2020 and 2020/2021 [*erase the inapplicable*].
5. We have performed procedures for identifying subsequent events, and we have held a discussion on the subject of the “Going Concern Notice” with the management of the Corporation.
6. Starting on the signing date of the Audited Financial Statements and up to the date on which we are signing this letter, no information on any substantive change for the worse in the business situation of the Corporation, to the point of raising real doubts with respect to the continued existence of the Corporation as a “Going Concern Notice” has come to our attention, including on the basis of the examinations as set forth in Section 5 above and of trial balances that were prepared for the Corporation (if any trial balances were prepared during the referenced period of time).
7. There are no audited financial statements of the Corporation since December 31, 2020 as of 3 days prior to the Pre-Qualification Submission Date [*erase if inapplicable*].
8. In order to obtain an understanding of the Corporation’s financial status, the Corporation’s consolidated financial statements, including the related notes thereto, need to be read in their entirety due to the interrelationship between the individual amounts, disclosures, and other components of the Corporation’s consolidated financial statements.
9. All denominations in this form are converted to NIS in accordance with the conversion rates and provisions of Section 5.10 of the Invitation for Pre-Qualification [*erase if inapplicable*].

Date

**Signature and stamp
of the auditor of the Corporation**

Pre-Qualification Form 20 – Letter of Guarantee

[To be signed and completed, as applicable, by the Guarantor, pursuant to the provisions of Section 5.7.2 and 5.8.5 of the Invitation]

To:
Israel Electric Corporation Ltd.
Nativ Ha Or 1 st., Haifa

Gentlemen,

Re: Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase Eshkol Transferred Facilities

The undersigned, _____ (name of the Guarantor to be completed) (the "**Guarantor**"), hereby confirms and warrants as follows, with respect to _____ (name of the Member seeking to rely on the Guarantor, to be completed) (the "**Company**"), which holds ___ % (Member's Anticipated Holdings in the Participant, to be completed) of _____ (name of the Participant to be completed) (the "**Participant**"), submitting a Pre-Qualification Submission in response to the Invitation:

1. General information

Name of the Guarantor: _____
Corporation No.: _____
Place of registration: _____
Date of registration: _____
Registered address: _____
Telephone No.: _____
Email address: _____

	<u>Name</u>	<u>Profession</u>	<u>Title</u>
Directors or executives of the Guarantor:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Position Holders of the Guarantor:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

2. The Guarantor (check the applicable):

- Controls the Company by means of _____ (please provide appropriate explanation, attested to by an attorney, demonstrated by applicable documentation, e.g. reports issued by the Registrar of Companies, organizational charts, etc.).

- Is also a Member that holds _____ (*Guarantor's Anticipated Holdings in the Participant, to be completed*) in the Participant;
- 2.1. This Undertaking is being given as part of the Pre-Qualification Submission submitted by _____ (hereinafter: the “**Participant**”), within the Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase Eshkol Transferred Facilities.
 - 2.2. We are lawfully incorporated in the country of our incorporation.
 - 2.3. The Guarantor and any Interested Party thereof, including the Office Holders involved in the Pre-Qualification Process, in the Tender Process or in the Sale Process (including individuals) are not residents or citizens of a state which does not have diplomatic relations with the State of Israel.
 - 2.4. We declare that we have examined the relevant representations and declarations that are included in the Pre-Qualification Submission, and that we have examined the provisions of the Invitation that imposed limitations and direct duties upon the Guarantor, and we take the referenced conditions, and especially the powers that are conferred in those provisions upon IEC, upon ourselves, and declare that each of the referenced representations and declarations should be viewed as if they had been given by the Company and the Guarantor, jointly and severally.
 - 2.5. We hereby autonomously and unconditionally undertake to comply with all of the monetary and other undertakings of the Participant / the Member in connection with the Invitation and the Sale Process.
 - 2.6. We are aware that this undertaking by us is irrevocable and is being given independently vis-à-vis IEC, and vis-à-vis the Participant / the Member, and not as a guarantee. Accordingly, all of the reservations, protections and rights that are conferred upon a guarantor with respect to and including the Guarantee Law, 1968, will not apply to this undertaking by us.
 - 2.7. We have the financial robustness that is required in Section 5 of the Invitation, and we declare that we comply with all the Financial Pre-Qualification Requirements.
 - 2.8. We declare and consent that all of our signatures on the Pre-Qualification Submission and the Pre-Qualification Forms in the Invitation that pertain to us are fully binding upon us.
 - 2.9. Without derogating from the Participant’s liability and/or from IEC’s right to raise complaints against us and/or against the Participant, jointly and severally, we bear complete liability vis-à-vis IEC in all matters that pertain to any damage and/or loss of any kind whatsoever that will be caused as a result of one of the following cumulative conditions:
 - 2.9.1. If any of the representations and/or the declarations included in the Participant’s Pre-Qualification Submission with respect to the Guarantor are found to be incorrect and/or inaccurate as of the signing date of this declaration.
 - 2.9.2. If it is found that the Guarantor participated in illegal and/or malicious conduct with respect to the Pre-Qualification Process.

- 2.9.3. If it is found that the Guarantor breached any of its undertakings under this declaration.
- 2.10. The content of this undertaking will continue in effect and will not be adversely affected in any case of modification of the Pre-Qualification Documents, at any stage, and we give our consent in advance to any such modification, and, in addition, we consent to the adaptation of our undertakings pursuant to this document to the Pre-Qualification Documents as they will be modified as stated.
- 2.11. We and any Entity that Controls us and/or that is Controlled by us and/or that is under joint Control with us are not participating, in the Pre-Qualification Process, but in this Pre-Qualification Submission only, and not in any other Pre-Qualification Submission.
- 2.12. We do not employ or engage with any of the Advisors to the Tender Committee listed in **Annex 8** to the Invitation, for the purposes of the Pre-Qualification Process.
- 2.13. We declare that we are aware that the Pre-Qualification Submission does not require IEC and/or the Tender Committee to declare the Participant as a Eligible Participant; and that IEC and/or the Tender Committee has the authority to reject and/or to disqualify some or all of the Pre-Qualification Submissions; and/or to request the receipt of additional information from the Participants or from the Participating Entities, including the Guarantor; and/or to cancel and/or to modify the Pre-Qualification Documents at any given time and/or to hold negotiations with each or all of the Participants.
- 2.14. We bear the responsibility for ensuring that: (1) the part of the Pre-Qualification Submission that pertains to us is accurate, complete and updated, as of the Pre-Qualification Submission Date, in accordance with the requirements presented in the Pre-Qualification Documents and the appendices thereto; and (2) the Pre-Qualification Submission parts that pertain to us are fully compliant with the requirements and provisions of the Pre-Qualification Documents.
- 2.15. We undertake to maintain confidentiality with respect to any information, whether given in writing or orally, that pertains to the Pre-Qualification Process, and that we have received in the framework of the information presented in the Pre-Qualification Documents, or in discussions that pertain to this matter.
- 2.16. We undertake not to raise any complaint and/or claim against IEC and/or the Tender Committee on the basis and/or as a result of any misunderstanding or lack of knowledge with respect to any term or provision in the Pre-Qualification Documents, and we hereby waive, with no reservations whatsoever, our right to raise any complaint and/or claim against IEC and/or the Tender Committee in connection with the foregoing.
- 2.17. We declare that we are fully bound by the Participant's Pre-Qualification Submission, inter alia, in any case in which the Participant's Pre-Qualification Submission is changed or updated in accordance with the powers conferred upon IEC and/or the Tender Committee.
- 2.18. We confirm that all of the costs related to the filing of our share of the Pre-Qualification Submission, including, without exception, our examination of the relevant Pre-Qualification Documents, will be borne in their entirety by us and/or by the Participant, and we will have no complaint and/or cause of action in this context.

- 2.19. No legal proceeding is pending against us, including proceedings for liquidation, dissolution, receivership, bankruptcy, settlement and arrangement, or any similar proceeding that may prevent, impede or interfere with the implementation of this undertaking or part hereof.
- 2.20. Any matter related to this undertaking will be subject to the laws of the State of Israel, including with respect to the manner of its interpretation and the undertakings of the Guarantor.
- 2.21. The breach of any of the declarations, agreements or representations set forth above, jointly or severally, will establish cause for the disqualification of the Participant's Pre-Qualification Submission.

Faithfully yours,

Date

Full name

Signature

Approval

I the undersigned, Adv. _____, attorney-at-law, do hereby certify that, on day _____, Mr./Ms. _____, Identity No. _____, appeared before me, and after he/she was warned by me that he/she would have to affirm the truth and that he/she would be subject to the penalties set forth under law if he/she failed to do so, confirmed the accuracy of the above Affidavit and signed it before me.

Attorney's signature and stamp

Pre-Qualification Form 21 – No going Concern

[To be signed and completed by each Participating Entity pursuant to the provisions of Section 5.4 of the Invitation]

To:
Israel Electric Corporation Ltd.
Nativ Ha Or 1 st., Haifa

Gentlemen,

Re: Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase Eshkol Transferred Facilities

I, _____, the undersigned, am making this affidavit on behalf of _____ (the Participating Entity's name), which is a _____ (complete the Participating Entity's role) ("**the Participating Entity**") in the Pre-Qualification Submission submitted by _____ (complete the name of the Participant), and I hereby declare and confirm that The Participating is not under any voluntary or involuntary bankruptcy process (liquidation or reorganization), or receivership or commencement of a similar insolvency proceeding, and that the Participating Entity's audited Financial Statements for the last 3 (three) Fiscal Years does not include any going concern notice or an equivalent thereof under the applicable accounting rules.

Faithfully yours,

Date

Full name

Signature

Approval

I the undersigned, Adv. _____, attorney-at-law, do hereby certify that, on day _____, Mr./Ms. _____, Identity No. _____, appeared before me, and after he/she was warned by me that he/she would have to affirm the truth and that he/she would be subject to the penalties set forth under law if he/she failed to do so, confirmed the accuracy of the above Affidavit and signed it before me.

Attorney's signature and stamp