

Automated Public Tender Including Negotiations

A47/2026

**Draft Attached to a Preliminary Request for
Information**

**Prior to Publication of a Tender for Subsurface
Remediation Using ISTR Technology at the IMI
(Taas) Beit HaKerem Site**

Pursuant to Regulation 14A of the Mandatory Tenders Regulations, 5753-1993

**Invitation to Submit Bids for Subsurface
Remediation Using ISTR Technology at the
IMI (Taas) Beit HaKerem Site**

August 2026

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Document A – Invitation to Submit Bids

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1. **General**

1.1. The Environmental Services Company Ltd. (hereinafter: the “Company”) is a government-owned company serving as an executive arm of the government for the management of projects for the remediation of contaminated State-owned land.

1.2. The Company hereby invites bids for subsurface remediation using In-Situ Thermal Remediation (ISTR) technology at the IMI (Taas) Beit HaKerem Site (hereinafter: the “Tender”), all in accordance with the provisions of the Tender, the Specification of Works and the Contract (hereinafter: the “Works”).

1.1. Tender Timetable:

Date of Publication of the Tender	X
Date of Mandatory Site Visit	X + 21
Final Date for Submission of Clarification Questions	X + 42
Final Date for Submission of Portal Support Questions	X + 85
Final Date for Registration on the Portal	X + 85
Date of Opening of the Portal for Submission of Bids	X + 88
Final Date for Submission of Bids through the Portal	X + 91

1.2. The Company reserves the right to change any of the dates specified above. Notices will be published at <https://soil-remediation.co.il/> (hereinafter: the “website”) and/or distributed through the Portal or by e-mail. Bidders are responsible for monitoring notices issued by the Company and changes to the dates specified above, and shall have no claim or cause against the Company on account of any lack of knowledge thereof.

- 1.3. Bidders may submit their Bids from the opening of the Portal for submission of Bids.

2. Information Concerning the Site

- 2.1. The IMI (Taas) Beit HaKerem Site is located east of the Beit HaKerem neighborhood in Jerusalem and adjoins residential buildings. The area of the Site is delineated by the boundaries shown on Map 1 in the Specification of Works (hereinafter: the “Site”). The geological profile at the Site consists of karstic bedrock overlain by several metres of topsoil. A perched groundwater horizon is present at a depth of approximately 100 metres below ground level. The land comprising the Site is owned by the Israel Land Authority and lies within the municipal boundaries of the Jerusalem Municipality.
- 2.2. Between 1998 and 2019, following the closure and evacuation of the plant which operated in the Site, a number of environmental investigations were conducted at the Site, including historical, soil, soil-gas and groundwater investigations. Investigation files and reports relating to the Site Document B(1) – Site Information Files) will be sent by the Company to each supplier registered for the Tender, or made available through a digital data room.
- 2.3. The principal contaminants identified at the Site are TCE and PCE (hereinafter: the “Contaminants”). During 2020-2021, excavation and removal works were carried out at contaminated-soil hotspots at the Site.

3. The Project

- 3.1. Following identification of the Contaminants, a remedial alternatives assessment was conducted for their treatment at the Site (July 2020). According to the assessment, having regard to the rocky nature of the subsurface at the Site, the recommended remediation technology is ISTR, specifically Thermal Conduction Heating (TCH) or Electrical Resistance Heating (ERH). The remedial alternatives assessment may be viewed on the website.
- 3.2. The objective of the Project is to remediate the subsurface at the Site from the Contaminants using ISTR technology.

4. Principal Elements of the Works

4.1. The principal elements of the Works to be performed by the Successful Bidder are as follows:

- 4.1.1. Preparation of a subsurface Remediation Plan for the Site using ISTR technology, based on the Preliminary Remediation Plan submitted by the Successful Bidder in the Tender.
- 4.1.2. Preparation of a Monitoring Plan, a Confirmatory Sampling Plan and a Safety Management Plan.
- 4.1.3. Obtaining all permits, licences and approvals required under the Contract and applicable Law for performance of the Works.
- 4.1.4. Provision, connection and/or installation of an energy source for performance of the Works.
- 4.1.5. Transportation and mobilization of systems, equipment, tools, facilities and materials to the Site.
- 4.1.6. Construction of the ISTR system at the Site.
- 4.1.7. Operation of the ISTR system until the Performance Targets are achieved, including routine maintenance of the system.
- 4.1.8. Preparation and submission of daily status reports, a Confirmatory Clean-Up Report and a Project Completion Report.
- 4.1.9. Dismantling of the system, evacuation of the Site and reinstatement of the Site to its previous condition.

4.2. The Period for Performance of the Works comprises four stages:

- 4.2.1. Design Stage: within one month after receipt of the Notice to Commence, the Contractor shall submit the Contractor's Plans to the Company for approval. The Design Stage shall be completed upon receipt of the Company's approval of the Contractor's Plans.
- 4.2.2. Construction Stage: within twelve (12) months after completion of the Design Stage, the Contractor shall complete the transportation and mobilization of equipment, tools and materials to the Site and the construction of the ISTR system. The Construction Stage shall be

completed upon receipt of the Company's approval confirming completion of construction of the system.

- 4.2.3. Operation Stage: within eight (8) months after completion of the Construction Stage, the Contractor shall achieve the Performance Targets. The Operation Stage shall be completed upon receipt of the approvals of the Company and the Ministry of Environmental Protection (hereinafter: the "Ministry" or the "MEP") confirming achievement of the Performance Targets throughout the total volume to be remediated. The Performance Targets are:

4.2.3.1. PCE: remediation target value – an average of 0.1 mg/kg; maximum result permitted to be included in the average group – 1 mg/kg.

4.2.3.2. TCE: remediation target value – an average of 0.1 mg/kg; maximum result permitted to be included in the average group – 0.5 mg/kg.

- 4.2.4. Demobilisation Stage: within two (2) months after completion of the Operation Stage, the Successful Bidder shall dismantle the System, evacuate the Site and reinstate the Site to its previous condition. The Demobilisation Stage shall be completed upon receipt of the Company's approval confirming completion of the evacuation of the Site.

- 4.3. The Successful Bidder shall appoint:

4.3.1. a Project Manager, employed by the Successful Bidder, who shall be responsible for implementation of the Contractor's Plans, management of the Project and the proper and complete performance of the Works in accordance with the timetable for the stages of the Works (hereinafter: the "Project Manager"); and

4.3.2. an ISTR Expert, employed by the ISTR Contractor, who shall have direct responsibility for preparation of the Remediation Plan and supervision of its implementation (hereinafter: the "ISTR Expert").

5. Threshold Conditions for Participation in the Tender

Each Bidder shall satisfy the following Threshold Conditions:

- 5.1. The Bidder is a corporation registered in Israel and is registered as an authorised dealer for value-added tax purposes in Israel.
- 5.2. The Company may contract with the Bidder in accordance with the Public Bodies Transactions Law, 5736-1976.
- 5.3. The Bidder satisfies one of the following four alternatives:

Alternative A

5.3.1. During the period commencing on 1 November 2020 and ending on the Final Date for Submission of Bids, the Bidder completed two (2) subsurface remediation projects using an In-Situ treatment system, where:

5.3.1.1. the Bidder acted as the Main Contractor or as a member of a Joint Venture (JV) having direct responsibility for performance of each of the two projects; and

5.3.1.2. the Contract Value of each of the two projects was at least NIS five hundred thousand (NIS 500,000), exclusive of VAT.

Alternative B

5.3.2. During the period commencing on 1 November 2018 and ending on the Final Date for Submission of Bids, the Bidder commenced operation of a treatment system in two (2) groundwater remediation projects, where:

5.3.2.1. the Bidder acted as the Main Contractor or as a member of a Joint Venture (JV) having direct responsibility for performance of each of the two projects; and

5.3.2.2. the Contract Value of each of the two projects was at least NIS one million (NIS 1,000,000), exclusive of VAT.

Alternative C

5.3.3. During the period commencing on 1 November 2020 and ending on the Final Date for Submission of Bids, the Bidder completed one soil remediation project using an In-Situ treatment system, where:

5.3.3.1. the Bidder acted as the Main Contractor or as a member of a Joint Venture (JV) having direct responsibility for performance of the project; and

5.3.3.2. the Contract Value of the project was at least NIS five hundred thousand (NIS 500,000), exclusive of VAT.

and, in addition:

during the period commencing on 1 November 2018 and ending on the Final Date for Submission of Bids, the Bidder commenced operation of a treatment system for one groundwater remediation project, where:

5.3.3.3. the Bidder acted as the Main Contractor or as a member of a Joint Venture (JV) having direct responsibility for performance of the project; and

5.3.3.4. the Contract Value of the project was at least NIS one million (NIS 1,000,000), exclusive of VAT.

Alternative D

5.3.4. During the period commencing on 1 November 2015 and ending on the Final Date for Submission of Bids, the Bidder completed the construction of two (2) Facilities and operated each Facility for a period of at least two years, where:

5.3.4.1. the Bidder acted as the main construction contractor and the main operation contractor for each of the two Facilities; and

5.3.4.2. the Contract Value for the construction and operation of each Facility was at least NIS five million (NIS 5,000,000), exclusive of VAT.

The Bidder also employs a Local Environmental Consultant to provide environmental support for the Project (hereinafter: the “Local Environmental Consultant”), where:

5.3.4.3. during the period commencing on 1 November 2018 and ending on the Final Date for Submission of Bids, the Local Environmental Consultant provided environmental support for

at least three (3) subsurface remediation projects using an In-Situ treatment system and/or groundwater remediation projects, provided that each subsurface remediation project included at least four (4) treatment wells and each groundwater remediation project included at least one treatment well.

5.4. The Bidder:

- 5.4.1. had annual shareholders' equity of at least NIS two million (NIS 2,000,000) in each of the years 2024 and 2025;
- 5.4.2. had annual revenue of at least NIS two million (NIS 2,000,000) in each of the years 2024 and 2025;
- 5.4.3. had annual cash flow of at least NIS two million (NIS 2,000,000) in each of the years 2024 and 2025; and
- 5.4.4. has no "going concern" qualification under Auditing Standard (Israel) 570 of the Institute of Certified Public Accountants in Israel in the Bidder's financial statements for 2025.

5.5. The Bidder employs the proposed Project Manager.

5.6. The Bidder has entered into a subcontract, conditional upon award of the Tender, with an ISTR contractor for performance of the Project (hereinafter: the "ISTR Contractor"), where:

- 5.6.1. during the period commencing on 1 November 2020 and ending on the Final Date for Submission of Bids, the ISTR Contractor completed at least two (2) subsurface remediation projects using ISTR technology with the heating method proposed by the Bidder, where:

- 5.6.1.1. the ISTR Contractor acted as the Main Contractor for each of the two projects;
- 5.6.1.2. the Contract Value of each of the two projects was at least EUR five million (EUR 5,000,000), exclusive of VAT; and
- 5.6.1.3. at least one of the projects involved subsurface remediation of volatile organic compounds (VOCs).

5.6.2. The ISTR Contractor:

5.6.2.1. had annual shareholders' equity of at least EUR two million (EUR 2,000,000) in each of the years 2024 and 2025;

5.6.2.2. had annual revenue of at least EUR two million (EUR 2,000,000) in each of the years 2024 and 2025;

5.6.2.3. had annual cash flow of at least EUR two million (EUR 2,000,000) in each of the years 2024 and 2025; and

5.6.2.4. has no "going concern" qualification in the ISTR Contractor's financial statements for 2025.

5.6.3. The ISTR Contractor employs the proposed ISTR Expert.

For purposes of the Threshold Conditions: "Main Contractor" means a contractor that contracted directly with the employer for performance of a project; "Joint Venture (JV)" means an incorporated or unincorporated association established under a written agreement for performance of a project; "Contract Value" means the fixed price of the contract with the Bidder, the total estimated price proposed by the Bidder to the customer, calculated by multiplying the unit rates proposed for performance by the estimated quantities of the relevant units and aggregating the results, or the aggregate payments made by the customer to the Bidder under the contract, whichever is the greater, in each case exclusive of VAT; "Commencement of Performance" means the date of receipt of a notice of award, the date on which the employer signed the contract, or the date of the employer's notice to commence the project, whichever is the later; "Completion of Project" means the date of receipt of approval from an administrative authority to cease operation of the project treatment system due to exhaustion of the system's effectiveness, the absence of further regulatory remediation requirements in respect of the project, and/or achievement of the project targets; "Facility" means an industrial or process facility, such as a chemical plant, power station, desalination plant, water treatment plant, pumping station, wastewater treatment plant, or a facility for the thermal, chemical or biological treatment of waste. A Bidder uncertain whether it constructed and operated a "Facility" as aforesaid is invited to submit a Clarification Question to the Company during the Tender clarification process, providing full particulars; "Completion of Facility Construction" means the date of the employer's approval confirming completion of construction or the date of commencement of commercial operation, whichever is the later; "Local Consultant" means a natural

person who is an Israeli citizen; “employs” means employs under an employer-employee relationship, a partnership relationship, a subcontract, or a subcontract with an employing corporation. An employment agreement may be conditional upon award of this Tender; “Environmental Support for a Project” means, in relation to a subsurface remediation project, responsibility for preparation of the project Remediation Plan and support of the project through completion of project; and, in relation to a groundwater remediation project, responsibility for preparation of the project Remediation Plan and support of the project at least until commencement of operation of the treatment system.

6. Criteria for Selection of the Successful Bidder

- 6.1. A Bidder that has satisfied the Threshold Conditions of the Tender, submitted a Bid complying with the Tender conditions, and received a passing Quality Rating shall be deemed a Qualified Bidder.
- 6.2. The Qualified Bidder that submitted the lowest Lump Sum Price Proposal shall be selected as the Successful Bidder.
- 6.3. All items of work under the Contract and all obligations of the Contractor under the Contract shall be deemed included in the Contractor’s Lump Sum Price Proposal, irrespective of the quantities or actual scope of performance. All activities expressly or impliedly required for performance of an item of work or fulfilment of an obligation shall likewise be deemed included in the Price Proposal.
- 6.4. **By way of exception to clause 22 below, each Qualified Bidder shall be entitled to payment by the Company of thirty thousand New Israeli Shekels (NIS 30,000), as an agreed and predetermined payment in respect of the cancellation of the Tender, in accordance with the payment dates set forth in the Contract.**
- 6.5. Where two or more Qualified Bidders submitted the lowest Lump Sum Price Proposal, preference shall be given to a woman-controlled business, provided that it submits to the Company a certificate and affidavit concerning a woman-controlled business in the form of Document A(5). Where the Bidders are controlled by persons of the same gender, their ranking shall be determined by submission of an additional Price Proposal.

- 6.6. The Company's Tender Committee shall appoint a subcommittee to evaluate the Bids and conduct negotiations (hereinafter: the "Professional Committee"). The Professional Committee may include one or more members or observers from the Ministry or persons acting on its behalf.

Quality Evaluation

- 6.7. Each Bid shall be awarded a passing or failing Quality Rating. A Bid receiving a failing rating under Criterion 1, Criterion 2, Criterion 3 or Criterion 4 shall receive an overall failing rating and be rejected.

- 6.8. For purposes of evaluation and receipt of a Quality Rating, each Bidder shall:

- 6.8.1. submit a Preliminary Remediation Plan comprising a Professional Chapter and a Management Chapter;

Professional Chapter: a chapter presenting the preliminary design and methodology the Bidder proposes to adopt to achieve the Performance Targets. The chapter shall address, inter alia, the following matters:

- 6.8.1.1. the heating method (TCH or ERH) and heating methodology (heating depths, heating phasing and heating regime), together with explanations of the advantages of applying the proposed method and methodology at the Site and their suitability for the Site conditions and the nature of the contamination;

Steam Enhanced Extraction (SEE) shall not be proposed as the heating method;

- 6.8.1.2. principal design values for the heating wells, including the target temperature at the temperature monitoring points, the timetable for reaching the target temperature and the residence time at the target temperature, the number, depths and layout of the wells, and the radius of influence of each heating well;

- 6.8.1.3. principal design values for the SVE wells, including the number, depths and layout of the wells, and the radius of influence of each SVE well;

- 6.8.1.4. principal design values for the temperature and pressure monitoring wells, including the number, depths and layout of the wells;
- 6.8.1.5. the method for treating extracted air and other products, including condensate and leachate, and any waste generated;
- 6.8.1.6. whether the subsurface will be treated concurrently, in stages and/or in sections;
- 6.8.1.7. monitoring parameters, monitoring methods and monitoring frequency;
- 6.8.1.8. the means and method of supplying energy to the Site, including the infrastructure and energy system to be established at the Site, the means of connecting the system to the energy supply, and energy-consumption assumptions throughout the Project;
- 6.8.1.9. potential failures during construction and/or operation of the system and the proposed response to such failures;
- 6.8.1.10. layout sketches for the Site, including the well layout and radius of influence of each well, the energy system, air-treatment system, offices, access routes and administrative area.

Management Chapter: a chapter presenting the preliminary planning and resources the Bidder proposes to employ for the proper and complete performance of the Works in accordance with the timetable for the stages of the Works. The chapter shall address, inter alia, the following matters:

- 6.8.1.11. an anticipated preliminary programme divided into the stages of performance of the Works. The Bidder shall specify significant events and/or milestones in the Project. Where the Bidder is unable to specify an anticipated date for an event and/or achievement of a milestone, it shall state “to be determined in the Plan” or “TBD”;

- 6.8.1.12. the organisational structure of the team and personnel who will perform the Works;
- 6.8.1.13. the Contractor's Key Personnel, including each Key Person's position, relevant experience and curriculum vitae setting out examples of relevant projects;
- 6.8.1.14. the managers and team members of the ISTR Contractor, their place of residence, positions and responsibilities in the Project, experience and qualifications;
- 6.8.1.15. the principal equipment, facilities and tools to be used;
- 6.8.1.16. the principal subcontractors, including each subcontractor's role, relevant experience and company profile setting out examples of relevant projects;
- 6.8.1.17. Transportation and mobilization routes to the Site, including import routes;
- 6.8.2. submit a completed Project Manager Questionnaire – Document A(1.3);
- 6.8.3. submit a completed ISTR Expert Questionnaire – Document A(2.1);
- 6.8.4. submit a copy of the Preliminary Remediation Plan presentation; and
- 6.8.5. attend the Presentation and Negotiation Meeting.
- 6.9. Each Bid shall be awarded a passing or failing rating in accordance with the following criteria:

Criterion	Rating Method
Criterion 1: Evaluation of the Professional Chapter of the Preliminary Remediation Plan <u>Basis for Evaluation:</u> Preliminary Remediation Plan; Presentation and Negotiation Meeting	Pass – there is a high degree of certainty that the Bidder's proposed design and methodology will achieve the Performance Targets
	Fail – there is no high degree of certainty that the Bidder's proposed design and

	methodology will achieve the Performance Targets
Criterion 2: Evaluation of the Management Chapter of the Preliminary Remediation Plan <u>Basis for Evaluation:</u> Preliminary Remediation Plan; Presentation and Negotiation Meeting	Pass – there is a high degree of certainty that the Bidder’s proposed planning and resources will result in the proper and complete performance of the Works in accordance with the timetable for the stages of the Works
	Fail – there is no high degree of certainty that the Bidder’s proposed planning and resources will result in the proper and complete performance of the Works in accordance with the timetable for the stages of the Works
Criterion 3: Evaluation of the Proposed Project Manager <u>Basis for Evaluation:</u> completed Project Manager Questionnaire – Document A(1.3); background documents concerning the projects identified in the Questionnaire; Preliminary Remediation Plan presentation; and the Presentation and Negotiation Meeting described below	Pass – the Project Manager has sufficient experience in projects involving works of similar complexity and scope to the Works under the present Project, and has sufficient management experience to manage the Works under the present Project
	Fail – the Project Manager does not have sufficient experience in projects involving works of similar complexity and scope to the Works under the present Project, or does not have sufficient management experience to manage the Works under the present Project
Criterion 4: Evaluation of the Proposed ISTR Expert	Pass – the ISTR Expert has sufficient experience in ISTR projects similar to the present Project and sufficient experience to

<u>Basis for Evaluation:</u> completed ISTR Expert Questionnaire – Document A(2.1); background documents concerning the projects identified in the Questionnaire; Preliminary Remediation Plan presentation; and the Presentation and Negotiation Meeting described below	prepare the Remediation Plan and supervise its implementation in the present Project
	Fail – the ISTR Expert does not have sufficient experience in ISTR projects similar to the present Project, or does not have sufficient experience to prepare the Remediation Plan and supervise its implementation in the present Project

6.10. Quality Ratings under the criteria shall be awarded in the Company's sole professional discretion.

7. **Contents of the Bid**

Each Bid shall include the following documents:

- 7.1. Bidder's affidavit of compliance with the Threshold Conditions – Document A(1), signed by the Bidder's deponent and an attorney;
- 7.2. where applicable, affidavit of the Local Environmental Consultant of compliance with the Threshold Conditions under Alternative D – Document A(1.1);
- 7.3. letter of the Bidder's independent auditor in the form of Document A(1.2), signed by the independent auditor;
- 7.4. completed Project Manager Questionnaire in Hebrew – Document A(1.3), signed by the proposed Project Manager;
- 7.5. ISTR Contractor's declaration of compliance with the experience Threshold Conditions – Document A(2), signed by the ISTR Contractor;
- 7.6. ISTR Contractor's declaration of compliance with the financial-capacity Threshold Conditions – Document A(2.1), signed by an independent auditor;
- 7.7. completed ISTR Expert Questionnaire in English – Document A(2.2), signed by the proposed ISTR Expert;
- 7.8. Preliminary Remediation Plan – in English;
- 7.9. copy of the Preliminary Remediation Plan presentation – in English and Hebrew; and

- 7.10. Price Proposal Form – Document C, signed by the Bidder's authorised signatories and bearing the corporate stamp.

8. Negotiations

- 8.1. The Company hereby gives notice that it intends to conduct negotiations with the Bidders. The purpose of the negotiations is to obtain the Bid offering the maximum advantages to the Company.
- 8.2. Negotiations shall be conducted with all Bidders that satisfy the Threshold Conditions and whose Bids have not been rejected on other grounds before the negotiations, and with those Bidders only.
- 8.3. The negotiations shall be conducted by the Professional Committee.
- 8.4. Negotiations shall be conducted with each Bidder while ensuring that every Bidder participating in the negotiations is afforded a fair opportunity. The negotiation discussions need not be identical for all Bidders and shall be tailored to the Bid of each Bidder.
- 8.5. The Company shall keep minutes reflecting the substance of the negotiations.
- 8.6. Upon completion of the negotiations, each Bidder may, by the date determined by the Company, revise its Preliminary Remediation Plan, its response to the Project Manager Questionnaire, its response to the ISTR Expert Questionnaire or its Lump Sum Price Proposal, and those aspects only, and submit a Final Bid through the Portal. If a Bidder does not submit a further Bid, its initial Bid shall constitute its Final Bid.
- 8.7. No further negotiations shall be conducted with the Bidders after submission of the Final Bids.

Presentation and Negotiation Meeting

- 8.8. Each Bidder shall be invited to present its proposed Preliminary Remediation Plan to the Company. The Plan shall be presented by means of the presentation submitted by the Bidder and by the proposed Project Manager and ISTR Expert.
- 8.8.1. Representations made in the presentation or orally shall bind the Bidder if it is awarded the Tender and shall be additional to its obligations under

the Contract. In no event shall such representations derogate from or amend any obligation of the Successful Bidder under the Contract.

8.8.2. The ISTR Expert may participate in the meeting by video conference.

- 8.9. For purposes of evaluating the Project Manager, during the meeting the proposed Project Manager shall be requested to present the experience described in the completed Project Manager Questionnaire – Document A(1.3). The Company may request clarifications and further particulars from the Project Manager for purposes of evaluating the Project Manager's experience.
- 8.10. For purposes of evaluating the ISTR Expert, during the meeting the proposed ISTR Expert shall be requested to present the experience described in the completed ISTR Expert Questionnaire – Document A(2.2). The Company may request clarifications and further particulars from the ISTR Expert for purposes of evaluating the ISTR Expert's experience.
- 8.11. During the meeting, the Company may ascertain whether the Bidder understands the subject matter of the Tender and the assumptions on which the Bidder relied in preparing its Bid. Such enquiry shall be deemed to afford the Bidder an opportunity to present its arguments on the matter.
- 8.12. During the meeting, the Company may draw the Bidder's attention to ambiguities, errors, mistakes or omissions in the Preliminary Remediation Plan.
- 8.13. During the meeting, the Company may request the Bidder to clarify orally portions of the Preliminary Remediation Plan, elaborate on portions of the plan, or provide an interpretation of portions of the plan.
- 8.14. During the meeting, the Company may discuss weaknesses in the Preliminary Remediation Plan with the Bidder. The Company may also discuss additional aspects of the Plan which, in its opinion, may be amended or refined so as to improve the plan. The Company shall have no obligation to discuss with the Bidder every weakness or aspect capable of improvement. The scope and depth of the discussion shall be determined in the Company's sole discretion.
- 8.15. During the meeting, the Company may discuss with the Bidder aspects of the Preliminary Remediation Plan which, in its opinion, exceed what is required for the remediation and whose removal or amendment may reduce the Bid Price. The

Company shall have no obligation to discuss with the Bidder every aspect by which the Bid Price may be reduced. The scope and depth of the discussion shall be determined in the Company's sole discretion.

- 8.16. The Company may provide the Bidder with written comments before, during and/or after the negotiation meeting, in addition to or in substitution for oral discussion during the meeting and for purposes of making the negotiations more efficient.
- 8.17. The Company may permit or require the Bidder to submit a letter explaining all or some of the amendments and/or a draft Preliminary Remediation Plan that it intends to propose following the negotiation meeting, in order to verify, before submission of a Final Bid, that the Bidder has understood the Company's comments on its Bid.
- 8.18. The Company may hold an additional negotiation meeting with a Bidder or Bidders where the negotiations with a Bidder have not been exhausted for any reason, including where it appears that the Bidder has not yet understood the Company's comments on its Bid.

Amendment of the Tender Before Submission of Final Bids

- 8.19. If the Company determines, after the Final Date for Submission of Bids and before submission of the Final Bids, that non-material amendments are required to the Tender, including to the Specification of Works, the Price Proposal Form or the Contract, the Company shall publish an updated and binding version of the Tender and distribute it to each Bidder. Each Bidder shall submit a Final Bid complying with the conditions of the updated and binding version of the Tender.

For this purpose, "Material Amendment" means an amendment which, had it been incorporated into the Tender Documents before the Final Date for Submission of Bids, would reasonably have caused an additional Bidder to submit a Bid in the Tender. If the Company determines that an amendment to the Tender Documents is a Material Amendment, whether before or after the amendment is made and whether on its own initiative or following an approach by a third party, the Company may cancel and re-publish the Tender. A Bidder that submitted a Bid shall have no claim or cause against the Company on the ground that the Company made a Material Amendment to the Tender Documents and that the Tender must

therefore be cancelled. The Company may publish a Request for Information in order to determine whether it is reasonable that an additional Bidder would have submitted a Bid had the amendment been incorporated into the Tender Documents before the Final Date for Submission of Bids.

- 8.20. The Company may conduct an additional round of Clarification Questions following distribution of an updated and binding version of the Tender at this stage.

9. Receipt of Tender Documents for Submission

- 9.1. The Tender Documents for submission may be downloaded from the Company's Suppliers Portal only after a request for registration on the Portal has been sent to the following e-mail address: shikum@escil.co.il with title "A47 – ISTR". The form of registration request appears in Document A(4) and may also be downloaded from the Tender page on the Website.
- 9.2. The registration request shall be submitted by the date specified in the Tender Timetable. Upon receipt of the registration request, the Company shall register the Bidder on the Suppliers Portal, following which the Bidder will be able to download the Tender Documents for submission. The Company may extend the deadline for submission of the registration request in its sole discretion.
- 9.3. Registration of a user in the system constitutes consent to receive communications by mobile telephone and e-mail. Following registration, a notice will be received confirming that a user account has been created, a user guide will be provided, and the Portal may be accessed and used immediately.
- 9.4. The Portal may be accessed from a computer or from a mobile device through the Chrome browser. The Portal address is <https://esc.priwall.app/new>, and a permanent link appears on the Website.
- 9.5. On each login, an authentication message required for access to the system will be sent to the mobile telephone number and/or e-mail address registered in the system.
- 9.6. Use of the system is subject to the terms published on the Company's website and the Rules for Use of the Portal and Submission of the Bid in the Tender – Document A(3).

- 9.7. For the avoidance of doubt, a copy of the Tender booklet for review will be uploaded to the Website. Bidders may review the Tender Documents on the Website; however, Bids shall be submitted exclusively on the documents made available for submission through the Suppliers Portal.

10. Clarification Questions

- 10.1. Clarification questions and requests for amendment (each, a “Clarification Question”) shall be submitted by e-mail to shikum@escil.co.il with title “A47 – ISTR”, in Word format only, using the following format:

Question/Request No.	Title of the Tender Document Containing the Clause to which the Question/Request Relates	Clause No. in the Tender Document to which the Question/Request Relates	Details of the Question/Request

- 10.2. Receipt of the e-mail shall be verified by return confirmation. Clarification Questions will be accepted only in this manner.
- 10.3. Responses to Clarification Questions, if issued, shall be distributed to the Bidder’s e-mail address as provided to the Company and shall constitute an integral part of the Tender Documents. Bidders are responsible for monitoring the distribution of responses to Clarification Questions and shall have no claim or cause against the Company on account of any lack of knowledge thereof.
- 10.4. During the clarification stage, each Bidder is responsible for requesting clarification of any provision of the Contract that is susceptible to more than one interpretation, or of any contradiction or other error that may lead to more than one interpretation of a provision of the Contract. The interpretation of an unintelligible or unclear provision in respect of which no clarification was requested during the clarification stage shall be determined by the Company

during performance of the Contract. The Successful Bidder shall have no claim or cause against the Company in this regard.

- 10.5. Questions submitted by telephone, orally or in any manner other than that specified above shall not be deemed Clarification Questions. Any responses thereto shall not be deemed responses to Clarification Questions, shall not form part of the Tender Documents and shall not be used for interpretation of the Tender.
- 10.6. If the Company does not respond to a Clarification Question by the Final Date for Submission of Bids, the Company shall be deemed to have responded as follows: “The Tender clause to which the Clarification Question relates remains unchanged.”
- 10.7. The Company may publish or distribute responses to Clarification Questions after editing the wording of the questions or omitting identifying particulars or particulars liable to prejudice competition among Bidders or the business or professional information of a Bidder. The Company may also revise the wording of Clarification Questions for convenience and to facilitate an efficient response.
- 10.8. Bidders shall submit Clarification Questions by the final date for submission of Clarification Questions specified in the Tender Timetable. The Company may, but is not obliged to, establish additional dates for submission of Clarification Questions and conduct additional clarification rounds, in its sole discretion.
- 10.9. A Clarification Question submitted after the final date for submission of Clarification Questions may be rejected by the Company in limine, without consideration on the merits. Bidders shall have no claim or cause against the Company in this regard.
- 10.10. The Company may, but shall not be obliged to, respond to a Clarification Question submitted after the deadline, provided that at least an additional twenty-four (24) hours are allowed for the submission of Clarification Questions in the Tender.

11. Collection of Existing Samples

- 11.1. The Company holds rock samples taken from the subsurface at the Site.
- 11.2. A supplier wishing to conduct tests on a rock sample shall contact the Company by e-mail at shikum@escil.co.il with title “A47 – ISTR”, at least fourteen (14)

days before the Final Date for Submission of Bids and arrange collection of a sample from the Company's offices at Ne'ot Hovav.

- 11.3. The Company shall not be liable for any conclusions or findings reached by a Bidder following tests conducted on a rock sample.

12. Site Visit (Mandatory)

- 12.1. The Company shall conduct a visit to the Site.
- 12.2. Participation in the Site Visit is mandatory. A Bidder that did not participate in the Site Visit shall not be entitled to submit a Bid, and any Bid submitted by such Bidder shall be rejected.
- 12.3. The Company may distribute a summary setting out matters emphasised by the Company during the Site Visit. The Site Visit summary shall constitute an integral part of the Tender Documents.
- 12.4. Bidders shall have no claim or cause against the Company concerning the completeness, correctness or accuracy of information provided or presented during the Site Visit, unless such information was distributed in the Site Visit summary.

13. Manner of Submission of the Bid

- 13.1. The Bid, including all appendices, shall be submitted as a PDF file through the Suppliers Portal of The Environmental Services Company Ltd. at <https://esc.priwall.app/new>.
- 13.2. **Bids shall be submitted by the Final Date for Submission of Bids. Bids may not be submitted after that date. A Bid submitted after the Final Date for Submission of Bids, other than through the Suppliers Portal, or through the Suppliers Portal and simultaneously by another means, shall be rejected.**
- 13.3. Each page of the Bid shall be signed at the bottom by affixing the Bidder's corporate stamp and the initials of its authorised signatories.
- 13.4. **The Bid shall be submitted as a scanned original in PDF format. Each Bidder undertakes to retain the original until completion of the Tender and delivery of notices to the participants concerning its results.**

- 13.5. Where a Bidder submits a Bid through the Portal more than once, the Company shall examine only the Bid most recently received in the Portal system before the it was closed.
- 13.6. Each Bidder is responsible for verifying, and re-verifying, that every file comprising its Bid has been submitted and/or uploaded to the Portal completely and correctly.
- 13.7. A Bidder that submits a Bid, whether or not it is deemed a Qualified Bidder, shall be deemed to have agreed to all Tender conditions and to all obligations imposed on a Bidder under the Tender.
- 13.8. Unless expressly stated otherwise in the Tender Documents:
- 13.8.1. alternative Bids or Bids for only part of the requested services may not be submitted;
 - 13.8.2. for purposes of evidencing compliance with the Threshold Conditions and/or receiving a Quality Rating, a Bidder may not rely on experience that is not its own, including by attribution of another entity's experience or artificial piercing of the corporate veil; and
 - 13.8.3. a joint Bid by two or more corporations, including a Joint Venture (JV), may not be submitted.
- 13.9. Each Bidder undertakes not to disclose its Bid to another Bidder and to avoid exposure to another Bidder's Bid, before or after submission of Bids and until completion of the Tender, except pursuant to a request to review a Bid under the Tender (hereinafter: "Bid Coordination"). The Company may reject Bids in respect of which there is a reasonable concern of Bid Coordination.
- 13.9.1. Without derogating from the generality of the prohibition on Bid Coordination, the submission of Bids by Related Bidders shall give rise to a reasonable concern of Bid Coordination between them, and their Bids shall be rejected. For this purpose, "Related Bidders" means corporations having a common controlling shareholder or Bidders where one controls the other, as "control" is defined in the Securities Law, 5728-1968; Bidders having a common officer, as "officer" is defined in the Companies Law, 5759-1999; Bidders that are partners in an unlimited

partnership; Bidders that are general partners in the same limited partnership; or Bidders having a common general partner, as those terms are defined in the Partnerships Ordinance [New Version], 5735-1975.

14. Validity of the Bid

- 14.1. Each Bidder undertakes that its Bid shall remain valid for six (6) months from the Final Date for Submission of Bids. If the validity of the Bids expires, the Company may approach the highest-ranked Qualified Bidder and request confirmation that its Bid remains valid, taking into account any indexation mechanism established in the Tender, and, upon receipt of such confirmation, select it as the Successful Bidder. If such confirmation is not provided, the Company may proceed in the same manner with the next Qualified Bidder, in accordance with the ranking of the Qualified Bidders.
- 14.2. Where the Bidder whose Bid was ranked second is notified that it has been selected as the “Second-Ranked Qualified Bidder”, its Bid shall remain valid for three (3) months from receipt of the notice that it was not awarded the Tender, and the Company may select it as the Successful Bidder if the award to another Bidder is cancelled or the contract with that Bidder is terminated.
- 14.3. If the award to a Bidder is cancelled or its contract is terminated within eighteen (18) months after commencement of the contract, the Company may approach the next-ranked Qualified Bidder, including a Second-Ranked Qualified Bidder that was not notified of such status, and request confirmation that its Bid remains valid, taking into account any indexation mechanism established in the Tender, and, upon receipt of such confirmation, select it as the Successful Bidder. If such confirmation is not provided, the Company may proceed in the same manner with the next Qualified Bidder, in accordance with the ranking of the Bidders.

15. Notice of Award and Submission of Documents as a Precondition for Fulfilment of the Contract

- 15.1. The Notice of Award shall be delivered to the Successful Bidder by letter. No other notice shall confer any right on a Bidder.
- 15.2. Upon receipt by the Successful Bidder of the Notice of Award, the Contract shall be deemed concluded between the Parties, without derogating from the

requirement to submit the documents specified below as a precondition for fulfillment of the Contract.

15.3. As a precondition for fulfillment of the Contract, the Successful Bidder shall submit the following documents to the Company within the period specified in the Notice of Award:

15.3.1. Document A – Invitation to Submit Bids, each page initialled at the bottom by the authorised signatories and bearing the corporate stamp;

15.3.2. Document B – Specification of Works, each page initialled at the bottom by the authorised signatories and bearing the corporate stamp;

15.3.3. Document D – Contract, signed at the end by the authorised signatories and bearing the corporate stamp, and each page initialled at the bottom by the authorised signatories and bearing the corporate stamp;

15.3.4. the appendices to the Contract, duly completed and marked as required, signed wherever a signature is required by the authorised signatories and bearing the corporate stamp or signed by an attorney, as applicable, and each page initialled at the bottom by the authorised signatories and bearing the corporate stamp;

15.3.5. Performance Security: an original, autonomous and unconditional guarantee in the form of Appendix XV to the Contract, valid for a period of not less than twenty-four (24) months from its date of issue, in an amount equal to 10% of the Successful Bidder's total Price Proposal, exclusive of VAT;

15.3.6. Advance Payment Guarantee: an original, autonomous and unconditional guarantee in the form of Appendix XV to the Contract, valid for a period of not less than twelve (12) months from its date of issue, in an amount equal to twenty percent (20%) of the Contractor's Price Proposal. The Successful Bidder may notify the Company in writing that it waives the advance payment, in which event the Contractor shall be exempt from providing the Company with an Advance Payment Guarantee;

15.3.7. certificates of insurance – Appendices C1 and C2 to the Contract – signed by an Israeli insurance company;

- 15.3.8. a certificate issued by an Assessing Officer, certified public accountant or tax adviser under the Public Bodies Transactions Law, 5736-1976, confirming that the Bidder maintains the books of account and records it is required to maintain under the Income Tax Ordinance and the Value Added Tax Law, 5736-1975, or is exempt from maintaining them, and that it regularly reports its income to the Assessing Officer and reports to the Director transactions subject to tax under the Value Added Tax Law;
 - 15.3.9. the response files to the Clarification Questions, signed by the authorised signatories and bearing the corporate stamp;
 - 15.3.10. a copy of the Bidder's certificate of incorporation;
 - 15.3.11. confirmation of the Bidder's bank account details; and
 - 15.3.12. any other document required under the Tender as a precondition for fulfillment of the Contract, including any additional documents or supplements which, in the Company's opinion, are expressly or impliedly required for fulfillment of the Contract.
- 15.4. If the Successful Bidder does not submit the documents to the Company within the period specified in the Notice of Award, the Company may, in its sole discretion, cancel the award, in which event the Bidder shall have no claim or cause against the Company, or extend, and further extend, the period specified in the Notice of Award. The foregoing is without derogating from any other right or remedy available to the Company.
- 15.5. If the Successful Bidder has provided the Performance Security to the Company but has not yet submitted the remaining documents required as a condition for implementing the Contract, the Performance Security shall also serve as a Bid Security, with all consequences arising therefrom, even if no Bid Security was required under the Tender.
- 15.6. If the Successful Bidder included with its Bid, documents constituting precondition for fulfillment of the Contract, and those documents are valid and complete even though the Successful Bidder was not required to include them with its Bid, the Company may waive any further requirement to submit them.

16. Agreed Compensation Mechanism in the Tender

- 16.1. In lieu of requiring a Bid Security, and in order to reduce the Bidders' costs and ease the Tender requirements, the Company hereby establishes the following agreed compensation mechanism.
- 16.2. By submitting a Bid, each Bidder undertakes to the Company as follows:
- 16.2.1. that it has not acted and shall not act, during or after the Tender, fraudulently, manipulatively or in bad faith toward the Company;
 - 16.2.2. that it has not provided and shall not provide the Company with misleading information or materially inaccurate information;
 - 16.2.3. that it shall not withdraw the Bid it submitted after the Final Date for Submission of Bids;
 - 16.2.4. that it shall provide the Company with any information, supplements or clarifications requested in relation to its Bid, if requested, within the period specified for that purpose;
 - 16.2.5. that it has not breached and shall not breach the prohibition on Bid Coordination during the Tender; and
 - 16.2.6. if selected as the Successful Bidder, that it shall comply, within the period specified for that purpose, with the Tender provisions constituting precondition for fulfillment of the Contract.
- 16.3. Without derogating from the Company's powers or any other rights and remedies reserved to it, if a Bidder breaches one or more of the foregoing undertakings, the Company shall be entitled to agreed compensation from the Bidder in the amount of NIS seventy-five thousand (NIS 75,000) for each breach. For this purpose, it shall be immaterial whether the breach was in fact committed by the Bidder or by any person or contractor acting on its behalf, whether the breach was committed by act or omission, or whether the breach was committed in good faith or without fault or negligence.
- 16.4. The Company may decide to collect all or part of the agreed compensation from the Bidder after affording the Bidder an opportunity to present its arguments. If the Company decides to collect agreed compensation, collection shall commence no earlier than forty-five (45) days after the Bidder was notified of the decision.

- 16.5. The Company may claim damages for actual loss sustained as a result of breach of one or more of the Bidder's foregoing undertakings. Subject to the laws of limitation and the prohibition on double recovery, the Company's demand, claim or collection of agreed compensation shall not constitute a waiver of its right to claim damages for actual loss, and no argument of estoppel or preclusion shall be raised against the Company in this regard.

17. Policy Regarding Defects in Bids

- 17.1. Failure to submit a Preliminary Remediation Plan, or submission of such plan in a manifestly contemptuous manner, shall constitute a material defect and the Bid shall be rejected. Any other defect in the plan shall not constitute a material defect, and the Company may permit the Bidder to rectify it.
- 17.2. Failure to submit an initial Price Proposal shall constitute a material defect and the Bid shall be rejected.
- 17.3. The absence of the deponent's and/or attorney's signature on an affidavit or declaration shall not constitute a material defect, and the Company may permit the Bidder to complete the missing signature on the affidavit.
- 17.4. Failure to sign the Price Proposal Form – Document C – shall not constitute a material defect in the Bid, and the Company may permit the Bidder to complete the missing signature.
- 17.5. Failure to attach a copy of the Preliminary Remediation Plan presentation shall not constitute a material defect in the Bid, and the Company may permit the Bidder to provide it before the Presentation and Negotiation Meeting.
- 17.6. Failure to attach the independent auditor's letter or the ISTR Contractor's declaration of compliance with the financial-capacity Threshold Conditions shall not constitute a material defect in the Bid. The attachment of such letter and/or declaration with amendments to its wording shall likewise not constitute a material defect. Where a letter and/or declaration with amended wording is attached to the Bid, the Company may determine that its contents evidence compliance with the Threshold Conditions, require the Bidder to provide additional documents and data to satisfy the Company that the Bidder complies with the Threshold Conditions, or require the Bidder to provide the letter and/or

declaration in the form of Document A(1.2) and/or Document A(2.1), as applicable.

- 17.7. Failure to provide complete declarations or particulars required in Documents A(1), A(1.1), A(1.2), A(1.3), A(2), A(2.1) or A(2.2) shall not constitute a material defect, and the Company may permit the Bidder to complete the missing information in the affidavit or questionnaire, including by completing markings such as ticks or circles.
- 17.8. Failure to attach Document A(1), A(1.2) and/or A(2.1) shall not constitute a material defect, and the Company may permit the Bidder to submit the missing document by the date specified by the Company.
- 17.9. Failure to attach Document A(1.1), A(1.3), A(2) and/or A(2.2) shall not constitute a material defect, and the Company may permit the Bidder to submit the missing document by the date specified by the Company, provided that the Bidder identified in the Price Proposal Form the proposed Project Manager, proposed ISTR Expert, proposed ISTR Contractor or, where applicable, proposed Local Environmental Consultant under Alternative D. The Bidder may not replace any such proposed appointment when submitting a missing document.
- 17.10. Failure of a project identified in Document A(1), A(1.1) and/or A(2) to satisfy Threshold Condition 5.3 and/or 5.6.1, as applicable, shall not constitute a material defect, and the Company may permit the Bidder to provide a declaration and particulars concerning one or more alternative projects by submitting a revised and re-executed affidavit. If the Bidder submits such a revised affidavit and is determined not to satisfy the Threshold Conditions, the Bidder shall not be afforded any further opportunity to amend the affidavit and its Bid shall be rejected.
- 17.11. Any deletion, amendment or revision by a Bidder of a clause of the Tender or Contract, whether in the body thereof or in an accompanying document (hereinafter: a "Reservation"), shall not constitute a material defect in the Bid, and the Company may permit the Bidder to withdraw the Reservation. Nothing herein shall validate a Reservation made by a Successful Bidder during the Tender, and the Tender conditions and the Contract, as issued, shall bind the Successful Bidder.

- 17.12. The Company may permit the resubmission of a document that appears to have been attached to the Bid originally but was partially truncated or illegible when uploaded to the Portal, scanned or photographed, provided that the original document is resubmitted without alteration.
- 17.13. **If the Company finds an accumulation of defects in a Bid, it may, in its sole discretion, reject the Bid without permitting the Bidder to rectify them. The Bidder shall have no claim or cause against the Company in this regard.**
- 17.14. Where the Company specifies a period for rectification of a defect, it may extend that period from time to time in its sole discretion. Without derogating from the agreed compensation mechanism in the Tender, if the Bidder fails to rectify the defect within the specified period, the Company may reject the Bid or extend the expired period. The Bidder shall have no claim or cause against the Company in this regard, including in respect of a refusal to extend a period, rejection of a Bid due to expiry of the period, or specification of a final deadline for rectification of a defect.
- 17.15. The foregoing shall not derogate from the Company's power to reject a Bid, or permit rectification of a Bid, by reason of any other defect affecting it. The foregoing shall not indicate or evidence the Company's policy in other tenders or procedures and shall not constitute evidence in any other tender or procedure conducted by the Company.

18. Decision to Cancel the Tender and Preservation of Bid Validity

- 18.1. If the Company decides not to select any Bid submitted by a Bidder that satisfied the Threshold Conditions and to cancel the Tender, it may:
- 18.1.1. conduct negotiations with the Bidder that satisfied the Threshold Conditions and submitted the lowest Lump Sum Price Proposal in the Tender, with a specified group of Bidders that satisfied the Threshold Conditions whose members shall be determined according to their ranking in the Tender, or with all Bidders that satisfied the Threshold Conditions; and/or
 - 18.1.2. conduct a new tender for subsurface remediation using ISTR technology at the IMI (Taas) Beit HaKerem Site.

- 18.2. For the avoidance of doubt, cancellation of the Tender shall not derogate from the validity of the Bids submitted therein. Their validity shall be preserved and shall expire only at the end of the validity period established in the Tender. For so long as a Bid remains valid, the Company may notify the supplier of acceptance of its Bid, irrespective of any proceedings conducted by the Company up to that time and their status, including negotiations or a new tender.

19. Powers of the Company

Without derogating from the powers conferred upon it by Law or under the Tender, the Company, including the Company's Tender Committee (hereinafter: the "Tender Committee"), may act and make decisions in the Tender as follows:

- 19.1. exercise its powers under Law and/or the Tender with the assistance, recommendation or consultation of a committee, subcommittee, team and/or professional adviser, in its sole discretion, and approve their appointment in advance or retrospectively, expressly or by implication;
- 19.2. permit a Bidder that did not attach to its Bid a permit, certificate, approval, licence or other declaratory document to supplement or correct its Bid within a period determined by the Tender Committee, provided that the document evidences the relevant validity as at the Final Date for Submission of Bids;
- 19.3. require any Bidder to provide any evidence the Company considers appropriate regarding its experience, expertise, skill, qualifications and resources available for performance of services of the type and scope required under the Tender, and require evidence of the Bidder's professional standard or evidence substantiating its declarations. The Bidder shall provide all such information to the satisfaction of the Tender Committee;
- 19.4. permit a Bidder that did not provide complete declarations or particulars required in its Bid to supplement or correct the Bid within a period determined by the Company, including by completing markings such as ticks or circles;
- 19.5. approach a Bidder in writing or by way of a hearing and require clarifications concerning its Bid or supplements, data and additional documents for purposes of examining the Bid, as the Company considers appropriate and until it is satisfied that the Bidder complies with the Tender conditions or is entitled to the specified score or rating. The Company reserves the right to approach a Bidder at any time,

including on an “as relevant” basis having regard to scoring differentials between Bidders or a change in circumstances;

- 19.6. reject the Bid of a Bidder that failed to complete documents or particulars required in connection with its Bid or failed to attend a hearing before the Tender Committee within the periods specified by the Company;
- 19.7. require the Bidder to provide additional documents and data to satisfy the Company that it complies with the Threshold Conditions, including for purposes of verifying declarations made in an affidavit. If a Bidder fails to provide documents or data following the Company’s request and within the period specified by the Company, the Company may reject its Bid for failure to comply with the Threshold Conditions;
- 19.8. approach any third party, including, without limitation, references identified by the Bidder, as the Company considers necessary, in order to investigate and verify particulars concerning information provided by the Bidder, and use existing information concerning the Bidder based on the experience of the Company’s professional personnel with the Bidder, if any, for purposes of evaluating its Bid;
- 19.9. use information concerning the Bidder, whether created before or after submission of its Bid, for purposes of examining the Bid, including the Bidder’s compliance with the Threshold Conditions;
- 19.10. accept, in its sole discretion, a reasonable substitute for the prescribed means of evidencing compliance with the Threshold Conditions. This Clause does not permit Bidders to attempt to evidence compliance with a Threshold Condition by a means other than that prescribed in the Tender and does not require the Company to accept substitute evidence from a Bidder;
- 19.11. disqualify a Bidder from participation, reject a Bid, impose additional conditions for award, or cancel a Notice of Award issued to a Bidder where, during the four (4) years preceding the Final Date for Submission of Bids, the Bidder provided similar services to the Company as a Main Contractor or Subcontractor and those services were cancelled or suspended due to breach of contract; the Company or another Public Body had materially adverse experience with the Bidder; or, in providing services to the Company or another Public Body, the Bidder committed

an intentional harmful act, gross negligence, or a serious breach of trust or integrity;

19.11.1. For purposes of this Clause, “Bidder” also includes a controlling shareholder of the Bidder as defined in the Securities Law, 5728-1968, a partner in the Bidder, or an officer of the Bidder as defined in the Companies Law, 5759-1999; “Public Body” means a body listed in Section 2 of the Mandatory Tenders Law, 5752-1992, a municipal corporation or a local authority;

19.12. postpone, on its own initiative and/or at the request of a participant, any or all dates specified in this Tender, in its sole discretion;

19.13. where a participant receives a response rejecting, in whole or in part, an objection submitted by it concerning the Tender or its conditions, and at least three (3) days remain before the Final Date for Submission of Bids, prohibit that participant from submitting a Bid “under protest” in an attempt to avoid being deemed precluded from filing a petition concerning the objection;

19.14. where the Tender permits declaration of more than one successful bidder, issue notices of award, disqualification and non-award in stages, in accordance with the maturity of the relevant decision;

19.15. refrain from considering rejection of a Bid and issue only a notice of non-award to the Bidder where the Company determines that, even disregarding the defect in the Bid, the Bid would in any event not be awarded the Tender. If the Company acts as aforesaid, its power to consider rejection of the Bid at any time, should the circumstances so require, shall not be derogated from;

19.16. refrain from examining, or continuing to examine, the eligibility or ranking of a Bid and issue only a notice of non-award to the Bidder where the Company determines that, having regard to the merits of another Bid, the Bid would in any event not be awarded the Tender. If the Company acts as aforesaid, its power to consider the eligibility or ranking of the Bid at any time, should the circumstances so require, shall not be derogated from;

19.17. correct or amend the Tender conditions until the Final Date for Submission of Bids;

19.18. disqualify a Bidder from participation, cancel an award to a Bidder, terminate a contract with a Successful Bidder, or impose additional conditions for participation, award or implementation of the Contract where, in the Tender Committee's opinion, a conviction of the Bidder or a Relevant Person associated with the Bidder, or criminal proceedings or a criminal investigation pending against the Bidder or a Relevant Person associated with the Bidder (hereinafter: "Criminal Information"), justifies the decision, provided that the Criminal Information was lawfully received in accordance with the Criminal Information and Rehabilitation of Offenders Law, 5779-2019 (hereinafter: the "Criminal Information Law");

19.18.1. in a tender for the supply of goods, consider Criminal Information relating to one or more of the offences listed in the Fourth Schedule to the Criminal Information Law. In a tender involving the provision of services or performance of work, the Tender Committee may consider Criminal Information relating to one or more offences concerning safety, labour law, environmental protection, transport, hazardous materials or integrity, having regard to the nature and subject matter of the Tender and the connection between the criminal record of the person whose Criminal Information is examined and that person's role in the Contract;

19.18.2. in making its decision, consider, inter alia, the nature and severity of the offence, including the type of offence and the social interest harmed by its commission; the time elapsed since the offence was committed; the stage of the criminal proceedings, including investigation, a pre-indictment hearing, filing of an indictment or conviction; the Bidder's seniority or the person's age when the offence was committed; and the existence, number and nature of additional criminal or police records. The Tender Committee shall also consider the connection between the Criminal Information concerning the Bidder and the Contract, having regard to the public interest for which the information was provided; the duties and responsibilities involved in the Contract; any concern of harm to the safety or security of a person, public safety or security, or property; and/or information concerning remedial action, prevention of recurrence,

rehabilitation, and special or personal circumstances established by the Bidder or person before the Tender Committee;

in a tender involving the provision of services or performance of work, also consider, inter alia, any concern arising from the Criminal Information of material harm to the quality of the services or work to be received from the Successful Bidder or to the duties and responsibilities involved in performance of the Contract; harm to the contracting process; harm to the safety or security of a person, public safety or security, or property in connection with performance of the Contract; harm to competition and equality resulting from disqualification of the Bidder from the Tender; and/or harm to integrity and proper administration;

19.18.3. approach the Israel Police for information concerning offences if the Bidder has consented by executing the consent for disclosure of Criminal Information. At any time, the Tender Committee may require controlling shareholders of the Bidder, relevant officers, or a service provider or person performing work under the Contract (hereinabove and hereinafter: "Relevant Persons") to provide consent through the relevant Appendix for receipt of such information. If the Bidder or the Relevant Persons refuse to provide consent, the Bid shall be rejected, the award shall be cancelled or the Contract shall be terminated, as applicable;

19.18.4. The Tender Committee shall not be obliged to approach the Israel Police for information concerning offences of the Bidder or Relevant Persons. The Tender Committee shall consider making such an approach for purposes of this Tender having regard, inter alia, to publicly available information or information received from a third party, the complexity or sensitivity of the Contract, and its financial scope. An approach, or a decision not to approach, by the Tender Committee in another tender or procedure shall not justify an approach or a decision not to approach in this Tender;

19.19. disregard experience of the Bidder where the relevant services or works were performed in breach of Law. Any such examination shall be conducted by the Tender Committee in the circumstances of the case. Where required, the Tender Committee shall consider, inter alia, the nature of the Law, the nature and

circumstances of the breach, the relevance of the breach to the services required under the Tender, the number and duration of breaches, the risk or damage caused, the Bidder's culpability, measures taken by the Bidder to remedy the breach and prevent recurrence, investigations and proceedings instituted following the breach, and sanctions imposed as a result. All of the foregoing is subject to the Criminal Information Law;

19.19.1. The Tender Committee may conduct such examination on its own initiative or following an approach by another third party. The Tender Committee shall have no duty to conduct such a comprehensive examination of all experience presented by all Bidders or any Bidder. Such examination shall be conducted on an ad hoc basis only where there is a factual basis requiring examination and further investigation of specific experience on which a Bidder seeks to rely for purposes of evidencing compliance with a Threshold Condition;

19.20. notwithstanding any provision concerning selection of the Successful Bidder, decline to accept the lowest-priced Bid or any Bid;

19.21. disqualify a Bidder from participation, cancel an award to a Bidder, terminate a contract with a Successful Bidder, or impose additional conditions for participation, award or implementation of the Contract on special grounds, including protection of national security or another essential public interest;

19.22. reject, in its sole discretion, a Bid submitted by a Bidder from, or relying on a Subcontractor from, a country that is not a party to the WTO Agreement on Government Procurement (GPA) or another international agreement to which Israel is a party. The Bidder shall have no claim or cause against the Company in this regard, even where the Company did not reject the Bid of another Bidder from, or relying on a Subcontractor from, a country that is not a treaty country;

19.23. condition a Bidder's participation or award, or fulfillment of the Contract with a Successful Bidder, upon receipt of an undertaking to perform industrial cooperation in accordance with the Mandatory Tenders Regulations (Mandatory Industrial Cooperation), 5767-2007, and submission to the Industrial Cooperation Authority of a plan for fulfillment of its industrial cooperation obligations, to the extent those regulations apply and subject to the GPA or another international

agreement to which Israel is a party. Such undertaking shall be in the form prescribed by the Industrial Cooperation Authority and published for public use;

- 19.24. decline to accept any Bid and/or reject Bids that the Company finds unreasonable, unclear, uncertain, negligent, unserious, dismissive, manipulative, based on an erroneous understanding or assumption, and/or materially divergent from an internal estimate prepared by the Company, whether before or after the fact;
- 19.25. correct any accounting or arithmetic error in a Bid;
- 19.26. cancel the Tender by reason of any error in its preparation or in the Tender Documents;
- 19.27. cancel the Tender whenever only one Qualified Bid remains, in its sole discretion;
- 19.28. cancel the Tender due to a change in the circumstances existing when it was published or for other special reasons justifying cancellation;
- 19.29. cancel the Tender for budgetary reasons, in its sole discretion;
- 19.30. where only one Bid satisfying the Threshold Conditions and Tender conditions was submitted or remains, or fewer such Bids remain than the number of successful Bids contemplated by the Tender, waive any minimum Quality Rating requirement, the holding of an interview and/or the allocation of a score or rating under the Tender;
- 19.31. where the Company determines that a Bidder does not satisfy a minimum Quality Rating requirement or would not be awarded the Tender even if it received the maximum score under an interview-based criterion, waive the interview and scoring of that criterion. If the Company acts as aforesaid, its power to conduct an interview and complete the scoring of the Bid, should the circumstances so require, shall not be derogated from;
- 19.32. accept Bids or approve a contract with the Successful Bidder on the basis of an insurance appendix or certificate of insurance containing technical amendments customary in the industry; and
- 19.33. No Bidder shall have any claim or cause against the Company by reason of the exercise of the Tender Committee's powers, and no Bidder shall be entitled to any refund, payment, indemnity or compensation from the Company by reason of such exercise.

20. Amendment or Cancellation of a Tender Condition by a Court

- 20.1. If a matter concerning a condition of this Tender is brought before a court and the court rules that the condition must be amended or cancelled, the Company may, in its sole discretion, cancel or continue the Tender, and the Bidders shall have no claim or cause against the Company in this regard.

21. Right to Review the Tender Documents

- 21.1. A Bidder that considers its Bid to contain a trade secret or professional secret (hereinafter: "Confidential Information") shall attach to its Bid a letter entitled "Confidential Information in the Bid" (hereinafter: the "Confidentiality Letter"). In that letter, the Bidder shall identify the information in its Bid that it claims to be Confidential Information by specifying:

21.1.1. the title of the Bid document containing the Confidential Information;

21.1.2. the Clause number containing the Confidential Information; and

21.1.3. any other particular required for precise identification of the Confidential Information.

- 21.2. If a Bidder designates information concerning a particular subject or of a particular type as Confidential Information, it shall thereby be deemed to have agreed that it will not be permitted to review information concerning the same subject or of the same type included in another Bidder's Bid, and it shall have no claim or cause against the Company in this regard. The Tender Committee may approach a Bidder at any stage, including after selection of the Successful Bidder, and require it to designate Confidential Information in its Bid, with all consequences set out above, even if the Bidder did not attach a Confidentiality Letter, and may condition the Bidder's right of review upon such designation.

- 21.3. Decisions concerning review shall be made in the Tender Committee's sole discretion, and it may reject, approve or partially approve a request for review. The Tender Committee may permit review of information even if a Bidder designated it as Confidential Information.

- 21.4. If the Tender Committee permits an applicant to review the Bid of a Successful Bidder, or any part thereof, the Company may condition the review upon receipt of an undertaking from the applicant that the information will not be disclosed to

third parties, except for purposes of legal advice and representation concerning the Tender. The Tender Committee may also require the review to be conducted at the Company's offices.

21.5. Bidders shall not be entitled to review criminal information concerning other Bidders or recordings of deliberations, if any. Bidders shall have no claim or cause against the Company in this regard.

21.6. If the Tender Committee determines that the applicant for review is a participant whose Bid was rejected, it may, before permitting review, require payment of NIS 400, exclusive of VAT, for each attorney hour required to cover the Company's costs of providing the review. In such circumstances, the Tender Committee shall permit review only of the successful Bid and, if that Bid has been rejected for any reason, the Bid declared successful in its place, if any, and so forth. The applicant shall have no claim or cause against the Company in respect of these matters.

22. Exemption from Liability

22.1. The Company shall not be liable for any expenses incurred or loss sustained by Bidders as a result of the Tender, including as a result of their interest, investigations, actions, participation or submission of Bids, a decision to cancel the Tender, or any other decision made by the Company in relation to the Tender.

23. Confidentiality

23.1. The Bidder undertakes to keep confidential all information provided to it by the Company in connection with the Tender or the Contract, except information in the public domain or required to be disclosed by Law.

23.2. The Bidder undertakes to ensure compliance with the foregoing confidentiality obligation by its managers, employees, agents, Subcontractors and all persons acting on its behalf.

23.3. The Bidder undertakes to comply with all Company instructions concerning confidentiality.

24. Notices

24.1. Notices to Bidders may be sent by registered mail, e-mail or facsimile to the addresses and facsimile numbers provided by each Bidder in its Bid or during registration on the Suppliers Portal.

- 24.2. A notice sent by registered mail shall be deemed received within 72 hours after dispatch.
- 24.3. A notice sent by facsimile or e-mail shall be deemed received within 24 hours after dispatch, provided that electronic confirmation of transmission of the facsimile was received or no electronic notice was received indicating that the e-mail was not sent.
- 24.4. No claim concerning non-receipt of a notice sent by the Company to the address, facsimile number or e-mail account of a Bidder shall be accepted where the notice was sent in accordance with the particulars provided by the Bidder in its Bid under this Tender.

25. Company Rights in the Tender Documents

- 25.1. All rights in the Tender Documents belong to the Company. The Tender Documents may be used solely for purposes of the Tender.

26. Exclusive Jurisdiction

- 26.1. The courts of competent jurisdiction in Tel Aviv-Jaffa shall have sole and exclusive jurisdiction over any legal proceeding relating to this Tender.

The Environmental Services Company Ltd.