

**ISRAEL LANDS AUTHORITY
SOUTHERN DISTRICT**

**DEAD SEA PRESERVATION GOVERNMENT COMPANY LTD-
DSPG**

**INVITATION FOR BIDS IN A PUBLIC TENDER
FOR LONG LEASE OF 2 SITES (FOR COMMERCE AND TOURISM, PUBLIC
INSTITUTIONS AND BUILDINGS, TOURISM AND PARKING)
AT THE DEAD SEA – TAMAR REGIONAL COUNCIL**

<u>Town:</u>	Tamar Regional Council
<u>Bids for acquisition of rights:</u>	Long lease
<u>Zoning:</u>	Commerce and tourism, public institutions and buildings, tourism and parking
<u>Tender timetable:</u>	Last date for submitting bids: 28/10/2019



Tender No. 42/2019/BS

* בכל מקרה של סתירה בין מסמכי המכרז בשפה העברית ובין גרסתם בשפה זרה, יחייבו מסמכי המכרז בשפה העברית. לא יהא בכל פרסום מסמך מתורגם מטעם המזמינה כאמור כדי לגרוע מחובת המציעים לתרגם בעצמם את מסמכי המכרז ולא תשמע כל טענה מפי המציעים בדבר איכות התרגום או שגיאות שנפלו במסמכים.

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INVITATION FOR BIDS

Israel Lands Authority (hereinafter: "the Authority") hereby invites bids for signature of a development contract for 72 months, following which a long lease contract will be signed for 49 years with a option of extension for 49 additional years for the areas whose details on the date of publication of the tender are as stated in Clause 1 (hereinafter: either "site" or "sites" or "plot" or "plots"):

1. Details of the plots

Site No.	Plot No.	Approx. area in m ²	Zoning of plots	Minimum price in NIS for the land (excluding VAT)	Development expenses to DSPG in NIS (including VAT)	Bid performance guarantee amount in NIS
1	581	26,579	Commerce and tourism	2,371,500	5,563,616	930,000
2	586, 587	11,539	586- for parking use 587- public institutions and buildings, tourism	935,850	1,909,707	367,000

The development expenses amount which appears in the above table is for the month of July 2017, which was published on 15/8/17 (hereinafter: "the base index").

2. Planning and physical aspect**2.1. Planning provisions and building rights**

2.1.1. Plans, as defined in the Planning and Building Law, 5725-1965, apply to the plot/s which is/are the subject of the tender. The plans are in force on the date of publication of the tender and their provisions are an integral part of this tender.

The applicable (valid) plans are Town Plan 656-0249755, 656-0254458

(hereinafter: "**plan**"/"**plans**" or "**Town Plan**"/"**Town Plans**")

The zoning of the plot/s is: Commerce and tourism, public institutions and buildings, tourism and parking. The plan regulations and plot blueprint are attached as **Appendix H** to the tender booklet.

- 2.1.2.** The building rights, including land to building ratio, construction area, density and all the provisions and conditions required in order to receive a lawful building permit are in accordance with the plans which apply to the land which is the subject of the tender, and in accordance with any law, and in accordance with the instructions which shall be given by the local authority and/or the competent planning committees.

In any case where it is not possible to exercise the maximum building rights defined in the plan, whether due to the restrictions of the plan or due to instructions which shall be given by the local authority or the competent planning committees and/or the terms of the tender booklet and its appendices, the restrictive provisions shall apply and the bidder for the tender shall not bring any claim and/or demand and/or action against the Authority in this regard.

- 2.1.3.** For improvement applicable until the date of determination of the tender winner, the local authority collects an improvement levy substitute from the Authority by law. Liability for the improvement levy which shall apply, if at all, after the determination of the tender winner shall be imposed fully on the winner without the right to a refund from the Authority.

- 2.1.4.** If the terms of the plan are improved after the award of the tender, the tender winner shall not pay additional amounts to ILA for the land on account of those additions. For any change and/or relief in a plan/planning at the winner's initiative, which causes (as determined by ILA) an increase in development expenses, the winner shall bear the additional payment of development expenses, even if the change in the plan/planning does not amount to a change of plan and does not bring about an addition of rights beyond the existing rights.

- 2.1.5** The bidder must himself and/or by means of professionals acting on his behalf examine the full planning information at the local authority and the competent planning authorities, including the documents of the plan which applies to the plot, with its appendices, the information file at the local authority, building rights, boundaries of the plot, bordering areas, building lines, the conditions for issue of a building permit and any planning information and/or other information relevant for the purpose of submitting the bid and performing all the bidder's obligations under the documents and terms of the tender. It is clarified to the bidder that the information presented in the tender is not a binding representation by the Authority. The bidder must conduct independent examinations as stated above, and he shall not bring any claim and/or demand and/or action against the Authority in this regard (including a claim of reliance on the abovementioned information).

2.2 State of the land

2.2.1 The bidder declares that he has seen and examined the plot/s, including the occupied areas, fixtures existing on the plot/s, the nuisances/findings existing on the plot/s, including the upper and underground engineering findings/nuisances, the slope of the land, topography, levels, access routes and state of development and the plans applicable to the area, and that he shall bear all the expenses and costs involved in removal of the occupiers, nuisances, engineering and underground hazards and shall not bring any demand and/or claim and/or action against the Authority on account of the aforesaid.

2.2.2 On a plot where there are trees, uprooting them and/or moving them shall be the sole responsibility of the winner, at his expense, by arrangement with the Authority and/or JNF and/or any other necessary party, in accordance with any law.

2.2.3 It is clarified that the details of the state of the sites, including the nuisances and hazards stated above, are set out to the best of knowledge and the winner shall not bring any claim and/or demand and/or action against ILA on account thereof. The aforesaid is not a list of all the nuisances and/or hazards and/or any other information in connection with the sites. The bidder must examine the actual state of the sites. The bidder must conduct independent examinations and he shall not bring any claim and/or demand and/or action against the Authority in this regard, including a claim of reliance.

2.2.4 The bidder is aware that the following findings exist on the sites which are the subject of the tender:

- Site 1 – Plot 581 – Exercise facilities with shading, operational paved road. Town Plan No. 656-0249755 moves the road to the west of the plot.
- Site 2 – Plot 587 – there is improvised parking with asphalt

It is clarified that the Dead Sea Preservation Government Company Ltd – DSPG (hereinafter: "DSPG") shall be liable for removal of the findings by the end of performance of all the development works in the area.

2.2.5 If the plot/s which is/are the subject of this tender has/have been declared and/or is/are declared an antiquities site by the Antiquities Authority, the winner shall bear the costs of performing an archaeological survey, supervision, test excavations and rescue excavations on the plot/s. The scope of the works shall be determined by the Antiquities Authority and in accordance with any law. Without prejudice to the generality of the aforesaid:

- 2.2.5.1** The scope of the supervision, test excavations, rescue excavations, etc., shall be as determined by the Antiquities Authority under the Antiquities Law, 5738-1978 (hereinafter: "Antiquities Law"), the provisions of the plan and under any law.
- 2.2.5.2** The winner undertakes to act in accordance with the Antiquities Law and, inter alia, to perform rescue excavations at the location for the release of the area for construction at his expense, with his financing and at his sole liability.
- 2.2.5.3** Antiquities within the meaning thereof in the Antiquities Law or in any law concerning antiquities which is in force from time to time and other objects of archaeological value which are discovered at the location of the works are State assets and the winner shall take appropriate precautions to prevent harm to them or unnecessary moving of them by anyone.
- 2.2.5.4** Immediately after discovery of the object and before moving it from its place, the winner shall inform the government representative, as determined by the Authority, of the discovery and the winner undertakes to comply with the provisions of any law concerning antiquities.
- 2.2.5.5** The winner hereby undertakes to ensure that all those performing the works on his behalf comply with these provisions.
- 2.2.5.6** If antiquities are discovered and such discovery may cause a delay in performance of the winner's obligations, an extension of the performance period shall be given by the Authority in its sole discretion.

If release of the area from antiquities will delay delivery of the area to the winner, the Authority shall consider the duration of the performance period.

- 2.2.5.7** Any work performed underground shall require supervision with regard to antiquities, at the winner's expense.
- 2.2.6** The winner declares and undertakes that he does not and shall not have any claims and/or demands and/or actions of any kind, monetary or other, against ILA and/or anyone acting on its behalf, on account of the terms stated above.
- 2.2.7** The winner shall be responsible for dealing with all the waste from the excavations, including sand, earth, stone, rubble, etc., which is on the plot/s on the date of delivery of the plot to the winner or which was created by the winner or anyone acting on his behalf as a result of development of the plot and/or during construction, in accordance with the provisions of any law, and he shall not bring any monetary or other claim and/or demand and/or action against ILA and/or anyone acting on its behalf. The winner is aware that all the above clauses also apply to his subcontractors.

ILA shall not collect payment from the winner for the aforesaid waste, if any.

- 2.2.8** The winner must deal with rubble and excavation waste in accordance with the provisions of the law. The winner undertakes not to burn and not to bury any such rubble.
- 2.2.9** The plot/s is/are allocated in its/their present planning, legal and physical state (AS IS). The winner declares that he has seen the plot/s and its/their surroundings and has examined them and their state from the physical, planning, legal and engineering aspects in all respects and has found the plot/s suitable for his requirements and to his full satisfaction, and he hereby waives any claim of any kind with regard to the plot, including a claim of choice on account of defect and/or fault and/or non-conformity.

Notwithstanding the aforesaid, it is hereby clarified that ILA or any other key party, including the local authority or development company, shall be permitted, in their sole discretion, to perform excavation and/or filling works on the plot areas before delivering them to the winner. The winner shall not bring any monetary or other claim and/or demand and/or action on account of performance of such works on the plot/s before receiving it/them.

3. Course of the tender

3.1. Rules of competition for the tender

- 3.1.1.** A bidder may submit a bid for one of the sites or both of them in one bid form only.

If a bidder submits more than one bid, alone or jointly, all his bids and those of his partners shall be deemed to be disqualified by ILA.

To remove doubt, it is hereby clarified that spouses may not submit separate bids. If spouses submit more than one bid, either as individuals or jointly, all their bids shall be deemed to be disqualified by ILA.

- 3.1.2.** The competition in the tender shall be about **the offered price for the land alone**, excluding VAT (hereinafter "**the offered price**").
- 3.1.3.** The bidder is aware that a bid may be submitted for one of the sites or for both of them. It is clarified that if a bid is submitted for both sites it shall be possible to win one of the sites or both of them.
- 3.1.4.** The offered price shall not be less than the amount specified in the table in clause 1 (the column headed "minimum price for the land in NIS (excluding VAT)") (hereinafter: "**minimum price**"). A bid containing an offered price lower than the minimum price shall be disqualified and shall not be counted among the valid bids in this tender.

The minimum price published in the tender for the plot has been calculated in the following manner:

Appraiser's valuation X 51% X 50%

The bidder shall not be able to object to the minimum price.

- 3.1.5.** The bidder who bids the highest offered price, excluding VAT, after taking into account all the terms stated in this tender booklet, shall be chosen as the tender winner (hereinafter: "**the winner**").

3.2. The bidder

- 3.2.1.** Any individual or corporation may submit a bid for this tender.

Spouses shall be deemed to be one bidder and may not submit separate bids. If spouses submit more than one bid, either as individuals or jointly, all their bids shall be disqualified.

- 3.2.2.** Wherever the word "bidder" appears, the reference is to a bidder or group of bidders, in accordance with the context of the clause. Wherever the word "winner" appears, the reference is to a winner or group of winners, in accordance with the context of the clause.

- 3.2.3.** In a joint bid (more than one bidder), the contract shall be made with each of the units of the bidder jointly, and their obligations under the terms of the tender shall be joint and several and with mutual guarantee. In the case of breach or non-fulfillment of the terms of the tender by one of the partners, the other partners' bids shall automatically become void and ILA may declare the whole or part of the deposit amount forfeited as fixed and agreed compensation, subject to the terms of the tender (clause 10 below) and may let the plot by long lease to another party.

- 3.2.4.** If the bidder is a foreigner as defined in the Israel Lands Law, 5720-1960, the contract with him shall be subject to the rules on allocation of land to foreigners under the Israel Lands Law, 5720-1960.

▪ The Israel Lands Law, 5720-1960 is attached as **Appendix C** to the tender booklet.

- 3.2.5.** A company or contractor which/who engages in performance of public infrastructure work or development in the areas of the plan which is the subject of this tender shall be precluded from participating in this tender.

4. Additional terms

4.1. Terms for completion of the construction

The winner undertakes to carry out and complete the construction in accordance with the terms in the tender documents and in accordance with the terms stated in the development contract, which is attached as Appendix B1 to the tender booklet. Without derogating from the provisions of the tender booklet and its appendices (including the terms of the development contract and the construction agreement, if any), an application for an extension beyond the aforesaid period is subject to Israel Lands Council decision 1513 (or any other decision replacing it).

4.2. The winner's undertaking to deal with the apartment purchasers

The winner shall be responsible for all the legal actions required and involved in dealing with the purchasers of the units until registration of their rights at the Land Registry Office (hereinafter: "**registration of rights**"), including preparation of survey plans and registration thereof at the Land Registry Office, transfer of rights, registration of attachments, giving undertakings for registration of mortgage, registration of mortgages in favour of the purchasers of the units, registration of a condominium in buildings of two or more housing units, examination of tax certificates and registration of rights.

To remove doubt it is clarified that any action which applies to the winner under the contract and/or by law, with regard to registration of rights, shall be performed and registered by him at the Land Registry Office only and not at the offices of ILA and in its books, and the winner shall not be permitted to refer the purchasers of the housing units on the site to ILA for the purpose of receiving services, including: undertaking to register mortgage, transfer of rights, registration of cautions.

4.3. The winner's undertaking to register his rights at the Land Registry Office after parcellation (partition)

The winner shall be responsible for all the legal actions required and involved in dealing with the purchasers of the units until registration of their rights at the Land Registry Office (hereinafter: "registration of rights"), including preparation of survey plans and registration thereof at the Land Registry Office, transfer of rights, registration of attachments, giving undertakings for registration of mortgage, registration of mortgages in favour of the purchasers of the units, registration of a condominium in buildings of two or more housing units, examination of tax certificates and registration of rights.

To remove doubt, it is clarified that any action which applies to the winner under the contract and/or by law, with regard to registration of rights, shall be performed and registered by him at the Land Registry Office only and not at the offices of ILA and in its books, and the winner shall not be permitted to refer the purchasers of the housing units on the site to ILA for the purpose of receiving services, including: undertaking to register mortgage, transfer of rights, registration of cautions.

4.4. Restrictions on transfer of rights

The winner may only transfer his rights to another party after he has complied with the terms of the tender, including all the payment requirements and signature of a development contract as required by the terms of the tender. Transfer of rights after

compliance with the payment terms and signature of a development contract shall be in accordance with the provisions of the tender booklet and its appendices, and the Authority's procedures.

4.5. Registration refusers

- 4.5.1.** A bidder which is a contracting company defined as a registration refuser, as defined in Israel Lands Council decision 1116 of 5.9.07, by the last date for submitting bids, shall be precluded from participating in the tender and its bid shall be disqualified, unless it attaches to its tender bid a linked autonomous guarantee in the form attached to the tender booklet (hereinafter: "**guarantee to secure registration**"), to secure completion of the registration, not later than 7 months from the last date for submitting bids (hereinafter: "the last date for registration"), of all the buildings in which there has been a delay in registration of the condominium and/or the occupants' rights, and the Authority has instituted legal action in respect thereof.
- 4.5.2.** The guarantee to secure registration shall be in the sum of NIS 100,000, and shall be valid for a period of 7 months from the last date for submitting bids for the tender, that is to say by 28/05/2020.
- 4.5.3.** If all the condominiums and/or rights to secure registration of which the guarantee to secure registration was given have not been registered by the last date for registration, the guarantee to secure registration shall be forfeited, subject to the provisions of clause 10.2 below.
- 4.5.4.** It is clarified that the guarantee to secure registration shall be attached to the bid in addition to the ordinary guarantee required under the provisions of the tender.
- 4.5.5.** For the bidder's information, on the Authority's website, the address of which is www.land.gov.il, information is published about registration refuser contracting companies and the bidder is responsible for studying the website and crosschecking this information with the information in his possession.
- 4.5.6.** A bidder which is a contracting company and controlling shareholders (as defined in the Securities Law, 5728-1968) who are controlling shareholders in a company which has been defined as a registration refuser shall be obliged to deposit a guarantee to secure registration.
- The Israel Land Council's decision concerning registration refusers and the text of the guarantee to secure registration are attached as **Appendix D** to the tender booklet.

4.6. Amendment No. 4 to the Sale of Apartments (Assurance of Apartment Purchasers' Investments)(Report to the Supervisor) Law

The winner's attention is drawn to Amendment No. 4 to the Sale of Apartments (Assurance of Apartment Purchasers' Investments)(Report to the Supervisor) Law, 5769-2008 and he is required to report to the Supervisor under the aforesaid law immediately after signature of the contract of sale with regard to the sale of any apartment in the

building project, the name of the purchaser of the apartment, the seller's name, details of the land, the giver of the security and the type of security given in favour of the purchaser in accordance with the provisions of Section 2 of the aforesaid amendment to the law.

4.7. Prohibition of discrimination

The winner undertakes to refrain from improper discrimination in marketing housing units and he hereby declares that he knows that if he contravenes this undertaking the Authority shall be permitted, without derogating from any other relief available to it by law, to revoke the award of this tender to him and to cancel the contract signed with him as a result of the award and/or to demand to receive agreed compensation from him in the amount of 15% of the consideration, plus linkage differentials between the base index and the last consumer price index known on the date of payment, and he shall not have any claims and/or demands and/or actions against the Authority in such a case.

4.8. Prohibition of coordination of bids

The bidder undertakes to refrain from any action which could expose his bid or as a result of which he could be exposed to the bid of another bidder, including exposure of intentions and considerations before submitting the bid. A bid made contrary to the provisions of this clause shall be disqualified, and the Authority may declare the bid performance guarantee forfeited, subject to clause 10 below.

4.9. Special terms

4.9.1. The bidder is aware that he must complete the construction within the period specified in the development contract. Without derogating from the provisions of the tender booklet and its appendices (including the terms of the development contract and the construction agreement, if any), application for an extension beyond the aforesaid period is subject to Israel Lands Council decision 1513 (or any other decision replacing it).

4.9.2. The bidder undertakes to comply with the timetable for performance of the project as set out below:

- **Within 48 months from the determining date (date of the tenders committee's approval) – receipt of a building permit for the project.**
- **Within 72 months from the determining date (date of the tenders committee's approval) – completion of construction of the whole project in accordance with the development contract and ILA procedures.**
- **The bidder is aware that during the development period rezoning and/or change of the purpose of the allocation of Site 2, Plots 586+587 shall not be permitted. During that period the developer may not take action for alteration of the approved Town Plan and/or for alteration of the building permit and/or the scope of the zoning and/or the uses**

of the project, including by way of relief, non-conforming use, etc., in any way, directly and/or indirectly (except an application for an increase in building rights). After that period the long-term lessee may submit an application for rezoning. Such an application shall be submitted to ILA and shall be brought for discussion at ILA, which may approve or reject it, in its discretion.

- An application for rezoning in the long lease period shall be submitted to ILA only after the passage of 7 years from the date of signature of a long lease contract. Such an application shall be submitted to ILA and shall be brought for discussion at ILA, which may approve or reject it, in its discretion.

4.9.3 The bidder is aware that the sites which are the subject of the tender are situated in an area to which a concession applies between the State of Israel and Dead Sea Works (hereinafter: "DSW") under the Dead Sea Concession Law, 5721-1961 or any future concession which will be given by the State of Israel with regard to those sites. The bidder shall be liable to DSW in everything connected with performance of the works on the site, all as stated in the infrastructure execution agreement which will be signed between the developer and DSPG, attached as Appendix F to the tender booklet.

4.9.4 The bidder is aware that the conditions for receiving a building permit are, inter alia, in accordance with the provisions of Plan No. 656-0254458 and in accordance with clause 6, including clause 6.2 which stipulates geotechnical and seismic conditions (earthquake and sinkhole risks appendix), clause 6.8, seismic survey, and clause 7.1- stages of execution of the plan.

4.9.5 The bidder is aware that on Site 2 (Plots 586-587), in accordance with the notes to the building rights table, sub-clause (18) of Plan 656-0254458:

1. Above ground, the building rights and instructions for the plots which are the subject of the tender are as one planning unit, that is to say as if they were one plot without building line restrictions.
2. Underground, the building rights and instructions for the plots which are the subject of the tender are as two separate planning units, that is to say two separate plots, as appears in the blueprint (the Town Plan), with separate instructions and rights for each of them. The building line which appears on the blueprint (the Town Plan) between the plots which are the subject of the tender is only binding with regard to underground construction, but with the approval of the Committee Engineer connection between the underground parking garages will be permitted.

4.9.5 Payments

4.10. General

- 4.10.1.** The amounts and dates of payment for the land as stated in the table in clause 1 and in the terms of the tender are, inter alia, fundamental conditions for implementation of the award of this tender and they shall apply notwithstanding anything stated anywhere else in the tender documents, and in the case of any delay the award of the tender shall be null and void.
- 4.10.2.** The development contract shall only be signed with the winner after the winner has complied with all the conditions of the tender booklet (as the case may be), including payment of the full consideration for the land as stated in the table in clause 1 and in the terms of the tender and provision of guarantees (if required) as stated in clause 7 of the tender booklet.
- 4.10.3.** The winner (or his agent under power of attorney) shall be responsible for coming to the Authority's offices to receive payment vouchers.
- 4.10.4.** It is clarified that if the end of the relevant date for payment to ILA occurs on days on which ILA's offices are not open to the public or are closed, the tender winner must ensure in advance that he is in possession of a voucher which is up-to-date and correct at the payment date.
- 4.10.5.** When the last date for making payment to ILA falls on days on which there is no banking activity in the economy an extension shall be given for payment until the day on which banking activity is resumed. Days on which there is partial banking activity shall for this purpose be deemed to be days on which there is banking activity in the economy.
- 4.10.6.** For the bidder's/winner's information, if the VAT rate changes during the period between publication of the tender booklet and actually making payment, the winner shall be required to make all the payments required in the tender booklet at the new VAT rate.

4.11. Terms of payment for the land (hereinafter: "the consideration")

- 4.11.1. Exercise of the guarantee and completion of payment of the consideration, plus VAT.**
- 4.11.1.1** Upon the tenders committee's approval of the tender winner (hereinafter: "**tenders committee's approval**"), the Authority shall exercise the bid performance guarantee as defined in clause 7, as the first payment on account of the consideration.
- 4.11.1.2** If the amount of the guarantee exercised by the Authority is less than the amount of the consideration, plus VAT, the winner shall be required to complete payment of the balance of the consideration, plus VAT, within 90 days from the date of the tenders committee's approval.

4.11.1.3 If the winner does not complete payment of the consideration for the land, plus VAT, within 90 days from the date of the tenders committee's approval, the award shall be revoked and the Authority shall be permitted to declare the guarantee forfeited (in the amount specified in the table above in clause 1), subject to clause 10.2 below.

4.11.1.4 To remove doubt – any payment shall be with the addition of VAT in accordance with the law at its rate known on the date of actual payment.

4.12. The development expenses and payment of development expenses:

The winner is aware that the development and infrastructure works are being performed by the Dead Sea Preservation Government Company Ltd – DSPG (hereinafter: "DSPG").

In addition to the amount bid for the land, the bid winner shall pay DSPG the development expenses specified in the table above within 90 days from the date of the ILA tenders committee's decision on the tender winner (hereinafter: "tenders committee's approval"). This amount shall be linked to the base index and shall be updated in accordance with the last index known on the date of determination of the winner by the tenders committee.

In addition to the amount for the land and for the development expenses, the tender winner shall pay charges and levies to the Tamar Regional Council in accordance with its letter attached as Appendix G to the tender booklet.

The infrastructure and development works (including water and sewage works) have been performed/will be performed by DSPG. On performance of the works the Tamar Regional Council has undertaken to set off all the development levies (including for water and sewage) as stated in Appendix G to the tender booklet. The aforesaid setoff shall therefore apply up to a ceiling of the building rights permitted to be utilized under the Town Plans.

4.13 In return for payment of the development expenses, which include VAT, to DSPG, the tender winner shall receive a receipt which is not a tax invoice from the company and shall not be able to deduct input tax on account of the aforesaid payment. The bidder declares that he is aware that DSPG is the only party liable for the quality of the works and the timetables. The winner shall not bring any claim and/or demand and/or action against the Authority in this regard.

It is clarified that ILA has not performed and will not perform any public infrastructure and development works in the plan area. The winner declares and undertakes that he will not revert to ILA with any claim and/or demand and/or action on account of the aforesaid.

4.13.1 Payment dates:

4.13.1.1 In addition to payment to ILA of the consideration for the land, the tender winner must pay DSPG the total development expenses (the column headed "development expenses to DSPG in NIS, including VAT" in the table above) by not later than 90 days from the date of the tenders committee's approval.

4.13.1.2 It is emphasized that if after 90 days have elapsed from the date of the tenders committee's approval, the full amount for the total development expenses for DSPG has not been received, the tender winner's right shall lapse.

4.13.2 If the local authority enacts by-laws for collection of charges and/or levies for public institutions, which are at higher rates than the amounts paid under this tender for those components, the local authority may collect from the winner the difference between the charge under the by-laws and the amounts paid by him in this tender for those components.

4.13.3 It is clarified that the local authority is the party solely responsible for everything concerning establishment of public institutions and their location, including the quality and standard of the development, and for upgrading the infrastructures in the old-established neighbourhoods. The winner shall not bring any claim and/or demand and/or action against the Authority in this regard.

4.13.4 Settlement of obligations to DSPG:

Within not more than 90 days from the tenders committee's approval, the tender winner must contact DSPG, whose address is 7 Kanfei Neshirim St., Jerusalem, contact person: Mr Nir Kedmi, Deputy CEO, Dead Sea Preservation Government Company, nirk@haganot.co.il, 02-6558220, by arrangement in advance, to settle all the tender winner's obligations to DSPG, including deposit of a guarantee and signature of an infrastructure development contract.

4.13.4.1 It is clarified that signature of a development contract with ILA is conditional, inter alia, upon receipt of written confirmation from DSPG of settlement of the obligations as stated in clause 5.4.1.1 above.

4.13.4.2 The infrastructure development contract which is signed by the tender winner shall only be signed by DSPG and delivered to the winner after the tender winner has settled his obligations to DSPG, including deposit of a guarantee and the total development expenses for DSPG, and has paid ILA the consideration for the land and has signed a development contract with ILA. It is hereby clarified that an infrastructure development contract signed by DSPG shall be delivered to the winner on presentation of a development contract signed with ILA.

4.13.4.3 The tender winner shall not revert to ILA and/or the company with any claim and/or demand and/or action with regard to the provisions of this clause.

4.13.4.4 The tender winner undertakes to perform the development and construction works within the area of the plot which he has won and/or in its surroundings subject to and in accordance with the provisions of the tender documents, including the infrastructure development contract. The tender winner confirms that he has seen and examined the infrastructure contract and its terms and appendices and he will not revert to ILA and/or the company and/or anyone acting on their behalf with any claim and/or demand and/or action.

4.13.5 Refund of development expenses to the developer as a result of cancellation of the transaction:

4.13.5.1 If for any reason the winner does not comply with the terms of the tender and his award is revoked by the Authority, the Authority shall only refund the winner the development expenses paid by him after the plot/s is/are remarketed and the Authority collects the development expenses from the new winner.

4.13.5.2 The refund of development expenses shall include addition of linkage to the index (in accordance with the linkage which applies to the components), from the index at which the development expenses were paid to the Authority and/or to the local authority at the time of the award until the index known on the date of making the refund to the winner.

4.14 Taxes, improvement levy, charges and development levies

4.14.1 The winner shall bear all the taxes (such as purchase tax) which apply to him by law.

4.14.2 The winner shall be exempt from payment of improvement levy for improvement originating from a plan approved by the date of declaration of the winner by the tenders committee, and for which the local authority collects an improvement levy substitute from the Authority by law. If improvement levy applies for a plan approved after the award, the winner shall bear payment, and shall not bring any claim and/or demand and/or action on account of this.

4.14.3 In addition to payment of the consideration for the land, and the total development expense payments, the tender winner shall pay charges and levies to the local authority in accordance with the law and the by-laws in force, and in accordance with the local authority's letter.

- A letter from the Regional Council is attached as **Appendix G** to the tender booklet- letter of setoff.

- 4.14.4** The bidder is responsible for examining all relevant data at the local authority and the Water and Sewage Corporation with regard to charges, development levies and setup fees, including the existence of prior debts. It is clarified that the winner shall bear all the debts, charges, levies and development expenses of any kind which apply and/or shall apply to the site/s which is/are the subject of this tender, including past debts to the local authority and Water Corporation for development carried out before publication of this tender, and including any future development which shall apply in accordance with the law and the municipal by-laws, subject to the aforesaid. The winner shall not bring any claim and/or demand and/or action on account of the aforesaid.
- 4.14.5** In any case where a legal demand is received from the local authority and/or Water and Sewage Corporation for payment of development expenses, levies and/or charges for the site/s which is/are the subject of the tender, the winner undertakes to pay all the development debts immediately upon receipt of first demand for payment thereof.
- 4.14.6** In addition to payment of the consideration for the land and total development expense payments to the company, the tender winner shall pay charges and levies to the local authority in accordance with the by-laws and in accordance with the local authority's letter attached as Appendix G to the tender booklet.

5. Submission of the bid, last date for submitting bids, bid period

- 5.1.** The bid shall be placed in a closed envelope (hereinafter: "**the envelope**") in the tender box designated for this tender at the relevant business district. Only the tender number must be written on the envelope, without marks identifying the bidder. It is clarified that bids sent by post or fax will not be accepted.
- 5.2.** The bid shall include the following documents:
- 5.2.1.** The bid form attached as **Appendix A** to the tender booklet, signed by each of the units of the bidder.
- 5.2.2.** Photocopy of the identity card (including the addendum attached to the identity card) of each of the units of the bidder and/or corporate registration certificate of each of the units of the bidder.
- 5.2.3.** Bank guarantee in accordance with the provisions of clause 7 below
- 5.2.4.** Corporation – certificate with regard to authorized signatories in accordance with the provisions of clause 6.9 below
- 5.2.5.** Registration refuser contracting company – guarantee to secure registration in accordance with the provisions of clause 4.5 above
- 5.2.6.** Agent under power of attorney – power of attorney in accordance with the provisions of clause 5.10 below

- 5.3. The bidder is not permitted to change the bid form and/or the tender documents in any way. Any change in the original text of the bid form and/or the tender documents, including addition, deletion, omission, stipulation or reservation, shall lead to disqualification of the bid.
- 5.4. The bidder's bid shall be final and unconditional, and the bidder shall be precluded from making any claim and/or demand for cancellation of the transaction.
- 5.5. In the bid form the bidder shall fill in the **offered price** for the land, excluding VAT. It is clarified to the winner that he will be required to pay the consideration for the land with the addition of VAT. In addition, the winner shall bear payment of the development expenses, taxes, charges and levies, all as stated above in clause 4 of the tender booklet.
- 5.6. If there is a discrepancy between the offered price in figures and the offered price in words, the tenders committee, in its sole discretion, shall choose one of the amounts mentioned, with preference being given to the amount specified in figures.
- 5.7. The bidder (including submission of a joint bid) shall submit a bid in one bid form only (Appendix A to the tender booklet).
- 5.8. **Submission of a bid by a corporation:**

A tender bid may be submitted by a corporation with the signature of the competent authorized signatories and with the corporation's registration certificate attached. A certificate from a certified public accountant or advocate must be attached, according to which the signatories of the bid are the authorized signatories of the corporation who are authorized to sign the tender documents (the text of the aforesaid certificate is in clause 8 of the bid form (Appendix A to the tender booklet)).

A corporation cannot submit a bid by means of an agent under power of attorney.

5.9. Submission of a joint bid:

- 5.9.1. A tender bid may be submitted as a joint bid by a number of units (hereinafter: "**joint bid**"). In a joint bid the tender documents in accordance with the provisions of the tender shall be signed by each of the units of the bidder in the joint bid. In any case the partnership shall be in undivided shares (*musha*).
- 5.9.2. If a bid is submitted by a number of units, in their joint bid the units shall indicate each one's pro rata share of the plot/s. The indication of shares of rights shall be in simple fractions only. If the shares are not indicated as aforesaid the contract shall be made with each of the units of the bidder in equal shares. It is clarified that it will not be possible to change the shares of the units of the bidder after the last date for submitting bids for the tender.
- 5.9.3. If a joint bid is submitted, the contract shall be made with all the units of the bidder jointly and their obligations in accordance with the terms of the tender shall be joint and several and with mutual guarantee.

5.10. Submission of bid by power of attorney

- 5.10.1.** A bid for another party shall be submitted with a power of attorney attached. Such power of attorney shall be submitted in the original or in a copy certified by an advocate. If the agent under the power of attorney is not an advocate the power of attorney shall be notarial.
- 5.10.2.** If a bid is submitted by a number of bidders jointly, one power of attorney shall be submitted, which shall be signed by all the bidders, or a number of powers of attorney shall be submitted, in each of which it shall be stated that the agent under the power of attorney is authorized to submit a bid in the tender on behalf of the bidder and on behalf of other bidders jointly and with mutual guarantee.
- 5.10.3.** An agent under power of attorney can represent only one bid. If an agent under power of attorney represents more than one bid, all the bids represented by him shall be disqualified. In any case the power of attorney shall not be subject to any conditions and shall not relate in any manner to a specific part of the plot/s. In any case the payments shall be made in full by one voucher, without splitting of the payment vouchers.
- 5.11.** The last date for submitting bids for the tender is **28/10/2019** at **12:00** noon (hereinafter: "**last date for submitting bids**"). The bid shall be submitted by hand to the tender box designated for this tender, at the address: Israel Lands Authority, Government Complex Building, 4 Hatikvah St., 1st Floor, Beersheba, on days and at times when it is open to the public as is customary in the district.
- 5.12.** The bidder must take into account the fact that on entering the Authority's offices a thorough security check will be conducted, which may take a long time. Bids which for any reason are not in the tender box by the date and time specified above shall not be accepted.
- 5.13.** Every bid shall remain in force, with regard to all its details, components and appendices, and shall bind the bidder from the date on which it is placed in the tender box until 28/3/2020 (hereinafter: "**the bid period**").
- 5.14.** The bidder shall not be permitted to withdraw or amend his bid after the last date for submitting bids. The bid is a final and unconditional bid. The validity of a bid for a particular plot/s must not be made conditional on being awarded or not being awarded another/other particular plot/s, and an order of preference for the award of a particular plot/s must not be stated.
- 5.15.** Notwithstanding the aforesaid, if a bidder, before the last date for submitting bids, places in the tender box a written notice of cancellation of his bid which was submitted for the tender (hereinafter: "**notice of cancellation**") and/or an amended bid document cancelling his previous bid for the tender (hereinafter respectively: "**amended bid**" and "**previous bid**"), the previous bid shall be deemed to be void. It is clarified that in any case where a notice of cancellation and/or amended bid is not in the tender box on the last date for submitting bids, the previous bid shall bind the bidder for the entire bid period without any right of withdrawal as aforesaid.

6. Deposit of guarantees

6.1. Bid performance guarantee

6.1.1. The bidder shall attach to the bid an unconditional autonomous guarantee in favour of Israel Lands Authority in the form attached to the tender booklet, at least in the amount stated in the table in clause 1 (above and below: "guarantees" or "the guarantee"). The guarantee shall be issued by a bank in Israel or an Israeli insurance company which holds a licence to engage in insurance under the Supervision of Financial Services (Insurance) Law, 5741-1981, and which appears in the list in clause 2.4.4 of Finance and Economy Regulation 7.7.1 as updated from time to time. The guarantee must be attached in the original and in the form attached hereto only. The bid of a bidder who attaches a bank cheque shall be disqualified.

The guarantee shall be valid at least from the last date for submitting bids in the tender, and at least until 28/3/2020.

- The text of the bid performance guarantee is attached hereto as Appendix E to the tender booklet

6.1.2. The guarantee shall state the number/s of the plot/s for which the guarantee is submitted. It is clarified that a guarantee which does not bear the plot number/s shall be disqualified.

6.1.3. The name of the debtor in the guarantee/guarantees shall be identical to the bidder's name. In a joint bid, a guarantee in which the name of one or more of the units of the bidder appears may be attached. To remove doubt, it is clarified that the term "others" may not be used instead of the bidder's name. If the name of the debtor in the guarantee is not identical to the bidder's name, the bid shall be rejected out of hand.

6.1.4. A guarantee from an insurance company shall be signed by the company itself and not by its insurance agent. If the guarantee is not signed by the insurance company, the bid shall be rejected out of hand.

6.1.5. The guarantee attached to the winner's bid shall be exercised immediately after the award of the tender.

6.1.6. The guarantee shall be returned to the bidders who did not win the tender, by registered post, at the address stated in the bid details.

7. Choosing the tender winner

7.1. The bids which are submitted for the tender in accordance with the rules and terms of the tender (hereinafter: "**the valid bids**") shall be brought for discussion before the tenders committee of the Authority, which shall determine the winning bid.

7.2. The bid which shall be declared as the winner is the bid in which the offered price is the highest of the valid bids (above and below: "**the winner**"), subject to and without derogating from any other provision of this tender and/or power granted to the Authority under the provisions of the tender and/or under any law.

7.3. If it is found that there are two or more valid bids which are identical, competition shall be conducted between those bidders to determine the winner. The competition shall be conducted with regard to the offered price for the land.

It is clarified that a bidder may refrain from changing his bid, and in that case the tenders committee shall regard his original bid as the binding bid for the purpose of the competition process, and in any case he shall not be permitted to withdraw his bid.

If the bidders who submitted identical bids as aforesaid decide to leave their original bids unchanged, the tenders committee shall conduct a lottery between them.

7.4 Notwithstanding the provisions of this clause, the Authority may cancel the tender and/or change the terms of the tender at any time, as stated in clause 10 below, and the aforesaid provisions of this clause do not amount to an undertaking by the Authority to accept any bid, including the bid in which the offered price is the highest.

7.5 It is clarified that the tender winner shall not be permitted to participate in future tenders published by the Authority and/or the development company and/or anyone acting on their behalf, for performance of infrastructure works and/or development works on plots/sites within the area of the plan.

8. Conditions for contracting with the winner

8.1. A development contract shall be signed with the tender winner on fulfillment of the following cumulative conditions, which are fundamental conditions for implementation of the award and entry into the contractual stage:

8.1.1. The winner has paid the consideration for the land to the Authority on time.

8.1.2. The winner has made payment on time of the total development expenses.

8.1.3. The winner has furnished (delivered) to the Authority a development contract signed by him, within 90 days from the date of the tenders committee's approval.

8.1.4. The winner has settled all his obligations to DSPG (the development company) on time, including furnishing a signed infrastructure contract and furnishing guarantees. The winner must furnish the Authority with confirmation from DSPG of settlement of his obligations as aforesaid (if signature of an infrastructure development execution agreement is required under the terms of this tender).

8.1.5. The above conditions for contracting are fundamental conditions for implementation of the award of this tender and they shall apply notwithstanding anything stated anywhere else in the tender documents, including in the text of the contracts in the tender documents.

- 8.1.6.** In the event of any delay in the dates stated in these conditions, the award of the tender shall be null and void and a development contract shall not be signed with the winner (only after signature of which the winner's contractual relationship with ILA commences). If these conditions are not fulfilled the winner's right to receive the site shall lapse.
- 8.1.7.** In any case where the winner does not fulfill the abovementioned conditions, this shall be deemed to be breach of the winner's obligations under the terms and conditions of the tender, the award shall be revoked immediately and the provisions of clause 10 below shall apply with regard to forfeiture of the guarantee and additional relief. Notwithstanding the aforesaid, if the winner complies with all his obligations under the terms and conditions of the tender but is a few days late (which in any case shall not exceed 7 work days) in furnishing the signed infrastructure development contract and/or development contract on time, ILA shall consider allowing the winner to remedy the defect. In any case it is clarified that ILA is not obliged to allow the defect to be remedied, and this is subject to its wide discretion. In addition, it is clarified that furnishing guarantees of any kind on time is a fundamental condition, even if the matter concerns an appendix to a contract, and any delay in furnishing them is a defect which cannot be remedied and shall lead to the revocation of the award.
- 8.1.8.** Subject to the aforesaid, a development contract in the form attached as Appendix B1 to the tender booklet shall be signed with the tender winner.
- 8.1.9.** It is clarified that the Authority will sign one joint contract with all the bidders specified in the bid form, and with them only (for example: if a husband and wife intend to sign a contract with the Authority jointly, the details and signatures of both of them must be included in this form).

Notwithstanding the aforesaid, if the bidder (including units of the bidder/bidders) establishes a new corporation after the date on which the tenders committee decided on the tender winner, the Authority shall sign with the new corporation which is established (instead of the bidder who won), if the following (cumulative) conditions are met:

- 8.1.9.1** The bidder (including units of the bidder/bidders) has expressly stated in the tender bid form (Appendix A) that the bidder intends to establish a corporation following the award.
- 8.1.9.2** The bidder has furnished the Authority with an "authorization for registration in the land registers" before the last date on which he is required to furnish the Authority with the development contract signed by him (clause 9.1.3 above).

With regard to "authorization for registration in the land registers": The bidder must furnish 2 authorizations. In one of them ILA shall appear as the seller and the name of the bidder who won the tender shall appear as the purchaser, and in the other the bidder who won the tender shall appear

as the seller and the new corporation which was established shall appear as the purchaser. It should be noted that if the authorization is conditional, an authorization must be furnished after payment.

8.1.10. The tender booklet with all its documents and appendices forms an integral part of the terms of the aforesaid contract.

9. Breach and relief

9.1. The bidder/winner is aware that if one of the grounds stated in Regulation 16B(b) of the Mandatory Tenders Regulations exists, as stated below, the tenders committee may order forfeiture of the bid performance guarantee (up to the amount of the bid performance guarantee which appears in the table in clause 1) and the bidder/winner may submit written arguments against forfeiture of the guarantee, in whole or in part, not later than 30 days from the date of confirmation of cancellation of the transaction/award.

Regulation 16B (b): "The tenders committee may order forfeiture of a bidder's tender guarantee, in whole or in part, after he has been given the opportunity to state his arguments, if one of the following applies:

9.1.1. In the course of the tender he acted with guile, trickery or lack of integrity;

9.1.2. He gave the tenders committee misleading information or inaccurate material information;

9.1.3. He withdrew the tender bid submitted by him after the last date for submitting tender bids had elapsed;

9.1.4. After being chosen as the winner of the tender he did not act in accordance with the provisions stated in the tender which are a precondition for creation of the contract between the public body and the winner of the tender."

9.2. Forfeiture of the bid performance guarantee as aforesaid shall not exhaust and/or derogate from any other relief and right granted to the Authority by law. Without derogating from the generality of the aforesaid, the Authority may claim specific performance and enforcement of the winner's obligations and/or may claim higher damages from the bidder for the damage which has been or will be caused to the Authority and/or may declare forfeited any other amounts which have been or will be paid by the bidder.

9.3. In any case of breach of the winner's obligations as aforesaid, the Authority may regard the bid as void ab initio, and may cancel the contracts signed with the bidder. The Authority shall be free and permitted to take any action with or concerning the plot/s and/or to contract with any person as it sees fit.

10. Change in the terms of the tender, extension of dates, cancellation of the tender

10.1. Change in the terms of the tender

- 10.1.1. The Authority may at any time and in its sole discretion change any of the terms of the tender (hereinafter: "**change in the terms of the tender**"). The Authority may decide on change in the terms of the tender up to the last date for submitting bids. The notice of the change which is published on the Authority's website shall form an integral part of the terms and documents of the tender and shall bind the bidder.
- 10.1.2. The Authority shall give notice of the change in the terms of the tender via the website.
- 10.1.3. The bidder is solely responsible for keeping track of the Authority's notices in connection with change in the terms of the tender which are published as aforesaid and acting in accordance with them. The bidder/winner shall not bring any claim and/or demand and/or action in connection with lack of knowledge of the change in the terms of the tender.

10.2. Extension of dates

- 10.2.1. Without derogating from the generality of the provisions of clause 11 above and subject to them, the Authority may postpone any of the dates fixed in the terms of the tender, including the last date for submitting bids, as it sees fit, and even a number of times, in its sole discretion. The aforesaid does not impose any obligation on the Authority to postpone the last date for submitting bids at the request of any bidder, for any reason.
- 10.2.2. The bidder shall not bring any claim and/or demand and/or action against the Authority in the case of change in the terms of the tender and/or extension of the dates as aforesaid.

10.3. Cancellation/suspension of the tender

Without derogating from the generality of the provisions of clause 11 above and subject to them, the Authority, in its sole discretion, may cancel/suspend the tender at any time, and the bidder or winner shall not have any monetary or other claims and/or demands and/or actions on account of this.

11. Conditions for declaration of a second bidder as the tender winner

- 11.1. If the original tender winner does not fulfill the conditions of his award and the transaction with him is cancelled, the Authority shall discuss an application to declare the bidder with the second highest bid (hereinafter: "bidder no. 2") as the tender winner, on fulfillment of the following cumulative conditions:
 - 11.1.1. Not later than 90 days from the date of the tenders committee's approval of the original tender winner, bidder no. 2 has submitted a written application to the Authority in which he requests to be declared as the tender winner.

To remove doubt, it is clarified that the Authority shall not inform bidder no. 2 if the tender winner does not fulfill the conditions of his bid and his award is

cancelled. Bidder no. 2 shall be solely responsible for applying to the Authority as aforesaid.

11.1.2. Bidder no. 2 has agreed to pay the Authority an amount calculated as follows:

11.2. The following is the manner of calculation of the amount which bidder no. 2 shall be required to pay:

11.2.1. The Government Appraiser's valuation multiplied by 91% or 51% or 31%, in accordance with the right of long lease or national priority area in which the site is located, or 100% in cases of marketing by sale and when the site is not located in National Priority Area A or B, and this shall be the amount to which the original tender winner's bid shall be equalized.

11.2.2. When the original tender winner's bid is higher than the Government Appraiser's valuation (as calculated above), the Authority shall agree to discuss an application to declare bidder no. 2 as the tender winner if he agrees to increase his bid to a payment which will amount to the value of the original tender winner's bid multiplied by 90% or to the appraiser's valuation for the tender as calculated above, or to the price offered by bidder no. 2 in the tender, whichever of the three amounts is the highest.

11.2.3. When the original tender winner's bid is lower than the Government Appraiser's valuation (as calculated above), the Authority shall agree to discuss an application to declare bidder no. 2 as the tender winner if he agrees to increase his bid to a payment which will amount to 90% of the original tender winner's bid or to the price offered by bidder no. 2 in the tender, whichever is the higher.

11.3. The amount for payment which ILA shall calculate shall include the following supplements:

11.3.1 Addition of linkage to the consumer price index from the base index (the index known on the date of declaration of the original winner) until the index known on the date of declaration of bidder no. 2 as the winner. It is clarified that if the index known on the date of declaration of bidder no. 2 as the winner is lower than the base index, the amount shall remain unchanged.

11.3.2 Interest shall be calculated on the amount obtained as stated in clause 12.7.2, for the number of days from the date of the tenders committee's decision on the original tender winner until the date of the tenders committee's decision declaring bidder no. 2 as the tender winner. The interest rate shall be the rate specified in the Adjudication of Interest and Linkage Law known on the date of doing the calculation.

11.3.3 If the tenders committee decides to declare bidder no. 2 as the tender winner, he shall be required to complete the rest of the actions and payments required under the provisions of the tender booklet and subject to the committee's letter of declaration of bidder no. 2 as the tender winner. It is emphasized that all the terms of the tender

booklet shall apply in full to bidder no. 2, except the necessary changes as stated below.

- 11.3.4** The terms of payment of the consideration for the land, the development expenses, the additional development expenses, including the timetables, shall be identical to those stated in the terms of the tender above, but the determining date for payment and for any other action required under the terms of the tender shall apply from the date of the tenders committee's approval of bidder no. 2 as the tender winner.