

ISRAEL SPORTS BETTING BOARD

TENDER NO. 02/17

TO SELECT A LABORATORY FOR TESTING SYNTHETIC TURF

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Exclusivity to the Israel Sports Betting Board

No use shall be made of this document and its content, in whole or in part, or a portion hereof for any purpose except for purposes of responding to the tender.

This document is the exclusive property of the Israel Sports Betting Board (the Board).

The tender documents are provided to the Bidder for the sake of obtaining information on a tender. The information may not be used or transferred in any form whatsoever, whether in writing or by electronic means, other than for the purpose of responding to the tender.

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A. OBJECTIVES AND GENERAL TERMS AND CONDITIONS

1. The Israel Sports Betting Board (hereinafter – "**the Board**") is a statutory body operating under the Law for the Regularization of Sports Betting, 5727-1967 (hereinafter: "**the Law**").
2. Within the framework of the National Facilities Program that has gone underway (hereinafter: "**the Program**"), and in accordance with its authority by law, the Board hands out subsidies for constructing various sports facilities.
3. One of the levels on which the Board hands out subsidies is a level of "community artificial (synthetic) turf pitch", in an effort to help the local authorities to construct community artificial turf pitch for general public use.
4. The facility whose construction the Board shall subsidize is an artificial (synthetic) turf pitch in accordance with the product portfolio as detailed in Appendix P-1 in the tender booklet (hereinafter – "**the facility**"). For the avoidance of doubt, it shall be clarified that a change in the size of the field from the dimensions detailed in Appendix P-1 shall not affect the proposal of the Bidder within the framework of this tender.
5. The Board has decided that as a condition to payment of the subsidy upon completing construction of the facility, the pitch must comply with professional requirements of FIFA pursuant to the FIFA Guide to Artificial Surfaces at a FIFA QUALITY level, backed by surface testing of a FIFA authorized laboratory (hereinafter: "**the test**").
6. The Board has decided to assist the authorities in performing the necessary tests (which shall be funded from the budget of the relevant subsidy).
7. The objective of this tender is to enable the Board to select a vendor that shall perform the foregoing tests for authorities at the lowest possible price in accordance with the requirements of the tender as shall be detailed in the tender booklet.

To clarify, the scope of the services is not set and also cannot be known in advance and it shall vary from time to time depending on the needs of the authorities.

B. BREAKDOWN OF THE SERVICES REQUIRED

8. The Board hereby invites proposals for conducting turf pitch tests pursuant to the FIFA Guide to Artificial Surfaces to establish whether a pitch satisfies the requirements of a FIFA QUALITY level, and this in accordance with the conditions set forth in this tender.
9. The tests shall be performed at the facilities around the country.
10. Upon the authority's reporting on the date of completing construction of the planned facility and at the request of the authority, the Board an order will be sent to winning bidder. The order will provide details of the facility for which the tests are required. The winning bidder shall be available to come for the sake of performing the required test no later than 21 days from the day of receiving the above mentioned order.
11. A facility that complies with the requisite standards shall receive certification from a licensed vendor that it complies with professional requirements of FIFA pursuant to the FIFA Guide to Artificial Surfaces at a FIFA QUALITY level.
12. If the facility does not comply with professional requirements of FIFA pursuant to the FIFA Guide to Artificial Surfaces at a FIFA QUALITY level, the vendor shall provide the Board (or someone on its behalf) with a final report that includes the test results and a list of the relevant deficiencies, while indicating the possible options for correcting the foregoing deficiencies.
13. Detailed results of the test (including a breakdown of all the deficiencies, if any) shall be provided to the Board no later than 14 days from the day of conducting the test.
14. The Bidder must submit a proposal of timetables that ensure performance of the above, with maximum flexibility. Submitted timetables shall include the staff availability times (for the sake of performing the requisite tests after receiving the order from the Board) and times for final the results (including the requisite certification and the final report).
15. For avoidance of any doubt, it is hereby clarified that the Board does not undertake to purchase the services from anyone among the bidders in the tender, in a particular scope or at all. Purchase of the services that are the object of the tender from the winning bidder shall be done at the sole and absolute discretion of the Board, depending on the needs, as those arise at said time, and other considerations and no

allegations shall be heard against the Board in relation to the scope of the orders. The participants in the tender declare, by their very signatures on the proposal documents, that no representation was made to them whereby the Board has undertaken to purchase services from them as set forth above.

16. A copy of the tender documents shall be posted at the offices of the Board and on the Boards website www.winner.co.il.
17. For explanations and further clarifications please contact the Board (Mr. Chen Tal, the tender committee secretary, chen@winner.co.il) and Engr. Arie Zohar, professional consultant to the tender committee, arie_z@gadish.co.il and this until 24/8/2017.
18. By 4/9/2017 the Board will publish a Questions and Answers document (Q&A) and its contents shall bind the bidders (including those who did not have or send any questions to the Board) and shall constitute an integral part of the tender documents. To avoid any doubt, it is hereby clarified that the answers provided orally shall have no binding legal standing (including with regard to an amendment to the tender conditions) and only a duly signed questions and answers document shall have such standing.
19. The aforesaid does not derogate from the duty of the bidders to make personally and at their expense all the necessary inquiries for the sake of submitting their proposal to the tender. Upon submitting the proposal, the bidder shall be deemed someone who has declared that all the facts and the circumstances, in all matters entailed and associated with this tender, are known and clear to him and someone who has made all the inquiries and the inspections that were needed by him for the sake of submitting the proposal. No allegations shall be heard from any bidder with regard to a mistake, deception or lack of knowledge in relation to any detail associated with the tender and/or the proposal or appearing therein, or that does not appear therein, or with regard to any representations made to the bidder on behalf of the Board, save as set forth in the tender documents and save information documented in the minutes of the bidders' meeting and Q&A.
20. For clarification and as general information only, the Board hereby announces that it estimates that there are approximately 200 authorities that could in principle be entitled to a relevant subsidy and that would have to perform such test as a condition to receiving appropriations from the Board.

The Board in no way or circumstance undertakes that all the entitled authorities shall elect to undergo the aforementioned test via the Board and it could be that they elect a course of directly contacting a licensed vendor from among the licensed vendors as defined in this tender.

21. In light of the fact that there are many authorities interested in receiving a subsidy from the Board for constructing the foregoing facility, it is possible that several authorities would chose to undergo the test via the Board. One of the possibilities is that some of the authorities would complete the construction works simultaneously, in such way that the vendor shall be able to perform several tests at one time (in the course of one visit). Therefore, bidders are requested to submit their proposals for performance of the tests in accordance with the following deployment:
- a. Cost of performing one test when ordering a single test;
 - b. Cost of performing one test when ordering 2-4 tests at one time;
 - c. Cost of performing one test when ordering 5-7 tests at one time;
 - d. Cost of performing one test when ordering 8 or more tests at one time;

It is hereby clarified explicitly and for the avoidance of any doubt that in no way or circumstance does winning this tender imply an assurance by the Board or anyone on its behalf with respect to the number of authorities that shall apply to the Board for the sake of performing the foregoing tests at any time. In each and every case when the authorities shall require the services of the winning vendor for the sake of performing the foregoing tests, they shall contact the Board and the Board shall update the vendor, but the Board shall not be responsible for ensuring a number of tests at this or any other time.

22. Submission of a proposal shall constitute consent to all the conditions in the tender and in the engagement agreement hereunder (Appendix 5).
23. The proposals must be submitted in a signed envelope on which there shall be written – "Proposal to the Tender to Select a Laboratory for Testing Synthetic Turf";

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24. The proposals shall be submitted to the tender box at the offices of the Board, at the above address and this no later **than 3/10/2017 at 14:00**. Proposals submitted after this time shall not be accepted.
25. The Board shall be permitted, at its discretion, to postpone the deadlines (for submitting the proposals, for sending questions etc.) ; and if it decides to do so – it will so notify potential bidders, promptly upon making a decision in this regard, by posting an update on the internet site of the Board (on the "Tenders" page). In this notice, the Board shall specify the updated bank guarantee validity date (if necessary).
26. Whereupon it has been decided to accept any proposal, the Board shall sign an agreement with the winning bidder, in the version specified in Appendix 5 to the tender documents. The date when the Board signs the aforementioned agreement shall be deemed the date of its execution and until said date the Board shall be free of any commitment towards the bidder, even if he has been declared the winner of the tender.
27. The tender sections do not derogate from the rights of the parties under any law of the State of Israel.
28. The bidder is not permitted to wholly or partially assign (transfer) to others his rights or his obligations under the conditions of this tender without the prior written consent of the Board. The bidder is not permitted to directly or indirectly transfer the performance of all or part of the contract to another, without the prior written consent of the Board.
29. Insofar as the bidder makes use of subcontractors (in the performance of the test, if his offer is declared a winning offer), he shall only be assisted by expert professionals competent in their fields; and that in any event the bidder himself shall be responsible towards the Board for all the acts and omissions of the subcontractors.
30. The Board does not undertake to complete the tender processes and to determine a winner within a specific period. However, if the tender approval processes have not been completed 90 days after the deadline for submitting the proposals, the bidder may withdraw his proposal. In case a winner has been determined within the foregoing period, he shall submit a signed bank guarantee within 14 days of his proposal shall be valid until the end of the engagement period.

C. DEFINITIONS

31. Definitions:

- a. The tender requirements have been written predominantly in the Hebrew language and while using universal technical terms in English from the world of design and science. The proposals must be given in accordance with the terms in the tender booklet; however, additional terms may be used, provided that the bidder is careful to provide clear definitions for the terms that he has used.
- b. The bidder is requested to carefully read the definitions before responding to the tender requirements.
- c. The bidder assumes the risk that in any case of misunderstanding stemming from the use of a term that has not been defined clearly – the Board's understanding and interpretation of the term shall be decisive in the relationship between the parties; and this also in relation to terms in the tender booklet and also in relation to terms that the bidder uses in his proposal. The bidder accepts that the Board's interpretation is the decisive one, provided that this interpretation does not contradict any explicit definition in the tender or in the proposal. The price proposed by the bidder also takes this risk into account.
- d. Without derogating from the aforesaid, the table presented below details explanations for abbreviations used in the tender booklet and to which the bidder is also bound:

"The Board" – The Israel Sports Betting Board – a statutory corporation established under the provisions of the Law for the Regularization of Sports Betting, 5727-1967.

"The Law" – The Law for the Regularization of Sports Betting, 5727-1967.

"Licensed Vendor" – a test institute accredited by FIFA for the purpose of performing laboratory and field turf pitch tests.

"The Facility" – a synthetic turf pitch as defined in the product portfolio.

D. PREREQUISITE FOR PARTICIPATING IN THE TENDER

32. Only bidders who are within the scope of a "licensed vendor" as defined above (i.e., they have FIFA authorization to perform the requisite tests) may submit their proposals to the tender.

E. ADDITIONAL REQUIREMENTS

33. **General**

- a. The bidders must comply with the additional requirements specified below. Please note that added to the threshold conditions is a requirement to attach certificates and documents.
- b. Based on the previous experience of the Board, it is hereby explicitly clarified that attachment of all the relevant certificates is a condition to participating in the tender. The Board shall be permitted to disqualify outright a proposal to which all the requisite certificates are not attached.
- c. Submitting the proposal to the tender in itself shall be deemed consent of the bidders to the aforesaid and no allegation or claim against the Board shall be heard from them in respect of outright disqualification of a proposal, to which all the requisite documents have not been attached.

34. Without derogating from other requirements detailed in the tender booklet, the bidder must attach to his proposal the following documents. A proposal to which the specified documents are not attached shall not be discussed. And these are the documents:

- a. Certificate of incorporation or attorney certification or accountant certification that the bidder is duly incorporated under the laws of the country in which he is incorporated (**to be marked Document "A"**).
- b. In relation to a bidder who is an Israeli corporation¹:
 - (1) Valid certificate in the name of the bidder from the assessing officer or an accountant with regard to keeping books of account pursuant to the Income Tax Ordinance and the Value Added Tax Law, in accordance with the Public Bodies Transactions (Enforcement of Bookkeeping) Law, 5737-1976 (**to be marked Document "B"**);
 - (2) Licensed dealer certificate in the name of the bidder (**to be marked Document "C"**);
- c. Q&A document, signed by the bidder (**to be marked Document "D"**).

¹ Foreign bidders are not required to attach these documents; however prior to the engagement with them, if at all, they shall be required to complete whatever is required in terms of tax pursuant to the law in Israel.

35. Arranging a referent who shall be responsible for the connection with the Board and who shall be in regular contact with the Board for purposes of receiving the orders therefrom.
- a. The bidder must provide his details as required in Appendix 2: **To be marked as Appendix "2" to the tender.**
 - b. The replacement of this referent with another employee shall be contingent on obtaining the consent of the Board, in writing and in advance.

F. THE PROPOSAL OF THE BIDDER

36. The bidder's proposal shall be submitted in a separate closed envelope inside the tender envelope on the proposal form attached hereto as Appendix 1 (to be marked – **Appendix 1**).
37. For the avoidance of doubt, it shall be clarified that the proposal to be submitted by the bidder within the framework of the tender shall include all the bidder's expenses associated with performing the requisite test and the bidder shall not be entitled to any additional payment beyond the proposed amount.

G. THE BIDDER'S DECLARATIONS

38. The bidder's declarations: By submitting his proposal to the tender, the bidder makes these declarations before the Board (this without derogating from his additional declarations elsewhere in the tender booklet):
- a. That he is aware of the nature and quality of the service that he shall be required to render to the Board, if his proposal is declared a winning proposal.
 - b. That he holds all the licenses, permits, references and certificates required under any law to conduct his business activity in general and to perform the service that is the object of the tender in particular; and that he is not aware of any preclusion under law that precludes him from entering into an agreement pursuant to the tender.
 - c. That he engages and specializes in all the fields relevant to performing his undertakings pursuant to the tender and the accompanying agreement (if he wins); and that he has the resources, skills and personnel suitable for performing his foregoing undertakings.

- d. That he has received all the information relevant to submitting his proposal and entering into the agreement (if he wins) and to accepting and performing the undertakings that he shall assume under the contract (if his proposal is declared a winning proposal). Without derogating therefrom, the bidder declares:
- (1) That he has received all the documents, the data and the explanations that he requested in relation to the service being purchased and the performance thereof;
 - (2) That he has inspected all the procedures, the laws, the regulations and any other requirement of the competent authorities, which apply to administering officer trainings;
 - (3) That the foregoing information, even if received from the Board – was inspected by him directly and that the bidder did not rely on any representation of the Board or anyone on its behalf in this context.
- e. That based on the inspection of the bidder, as set forth above, he regards the price proposed by him as constituting full and fair value and costs for everything that is required of him in the tender and in the contract (if he wins) and for any risk distribution between the Board and the winner, as this appears in the tender booklet.
- f. That he is not obligated towards any other person or body by any undertaking (including a contingent undertaking) conflicting with his undertakings pursuant to the agreement that shall be executed with him (if he wins), or that might place him in a situation of conflict of interest between his commitment pursuant to the agreement and any other commitment.
- g. That he undertakes to bear all the taxes and the compulsory payments that shall be imposed on him pursuant to this agreement and pursuant to any law (income tax, national insurance, mandatory pension payment, etc.) and that shall be entailed with performing the contract and receiving the consideration thereof (if his proposal is declared a winning proposal).

The bidder must attach to his proposal (as Appendix 3) an affidavit of a CEO, which attests to the fulfillment of the requirements of this section; this pursuant to the version appearing in Appendix 3 to the tender booklet.

39. Attorney certification or accountant certification with regard to the authorized signatories of the bidder (if the bidder is a corporation), who are entitled to sign the proposal, the engagement agreement and their attachments in its name and that their signatures bind the bidder.

H. BANK GUARANTEE

40. Within 14 days on being declared a winner, the bidder must submit an autonomous bank guarantee in favor of the Board (in the version attached hereto **as Appendix 4**) to assure performance of the winner's undertakings towards the Board, which shall be set at a sum of NIS 50,000 (NIS fifty thousand, hereinafter – "**the performance guarantee**") drawn on an Israeli Bank only. The performance guarantee will be in force until 31/12/18, and it will be extended, from time to time, in correspondence with the extension of the contract (if any) or a demand of the Board.

(The tender guarantee shall be marked **Appendix "4"**).

- It is hereby clarified that the guarantee must be in the exact version attached to this tender, without any changes being inserted therein.
- For the avoidance of doubt, it should be emphasized that an insurance company guarantee and/or personal check and/or business check shall not be accepted.

I. AGREEMENT

41. The bidder must attach an agreement (in the version attached hereto as Appendix 5), after being signed by the bidder and/or authorized signatories on his behalf. The agreement shall be attached in three copies signed on the original and on each page of the agreement and with a stamp of the legal body (to be marked – **Appendix "5"**).

J. GUIDING CRITERIA for the SELECTION of the WINNING PROPOSAL

42. The proposals of the applicants shall be examined in accordance with the criteria specified below, with each proposal being given a score in each one of the sections, pursuant to a key established by the Board.
43. The Board shall examine the proposals in accordance with the provisions of this sub-chapter of the tender booklet.
44. The Board shall be permitted to examine the proposals by means of an inspection team, which shall give its recommendations to the tender committee.

45. The inspection team shall be permitted to request and to receive any information in relation to the bidder and/or the services provided by him, which may be relevant to selecting the proposal or comparing it to other proposals. The Board shall be permitted to disqualify any proposal if it believed that the bidder did not cooperate with the inspection team, or did not deliver information as required.
46. The Board shall be permitted to decide to select the proposal most suited to it, in order to ensure for itself the maximum advantages among the bidders who met the prerequisites; and this pursuant to the following criteria:

The proposed price of performing a single test shall receive up to 10% of the total score;

The proposed price for one test when performing 2-4 tests at one time shall receive up to 25% of the total score;

The proposed price for one test when performing 5-7 tests at one time shall receive up to 40% of the total score;

The proposed price for one test when performing 8 or more tests at one time shall receive up to 25% of the total score;

47. Beyond the aforesaid, the Board shall not conduct negotiations with the various bidders and shall not allow any bidder to improve his financial proposal after depositing it in the tender box. However, this does not derogate from the authority of the Board to correct accounting errors or scribal errors, or to receive clarifications as specified in the previous sections of the tender.

K. CRITERIA FOR SELECTING THE WINNER:

48. The examination of the participants shall be done according to 3 stages and the bidder must meet each stage in order to advance to the next stage, and they are as follows:
- (1) **Inspecting prerequisites.**
 - (2) **Inspecting additional conditions:** proposals that have not been disqualified outright shall be inspected according to the criteria specified below.
 - (3) **Inspecting the bid:**

The price inspection shall include the bid.

The lowest bidder shall be the winner.

L. SELECTING A WINNER - QUALIFICATIONS

49. Nonetheless, the Board does not undertake to accept the lowest proposal and it reserves the right to disqualify proposals that shall appear economically and/or operationally unreasonable.
50. A bidder who believes that the Board's decision in the tender was made unlawfully shall be permitted, of course, to petition to the court requesting to rescind or to amend the decision; however, the bidders waive a remedy of compensation in respect of the Board's decisions in relation to the tender.
51. On completing the process described above, the Board shall be authorized to make any one of the following decisions:
 - a. To declare a winner in the tender;
 - b. To cancel the tender and not to select any winning proposal; this, inter alia, in the following cases:
 - (1) When the Board has found that there was a fundamental flaw in the tender proceeding, or in the proceeding of selecting the winning proposal.
 - (2) When the Board has discovered an error or deficiency in the system specification or in the prerequisites to participation, after receiving the proposals;
 - (3) If there has been a change in circumstances, or the needs of the Board have changed, in a manner that justifies, in the Board's opinion, cancellation of the engagement proceeding; and including from budget deviation considerations.
 - (4) If flaws fell in all the proposals, which the tender committee believes justify the disqualification of proposals;
 - (5) If in the opinion of the Board there is reasonable concern of a deliberate ploy or cartel or communication between the bidders.
 - c. Without derogating from the general purport of the aforesaid, if at any of the stages of the tender the Board finds that a single bidder remains because the remaining bidders have been disqualified on threshold grounds, it shall have the option to accept the proposal of the remaining bidder or to cancel the tender.

M. THE ENGAGEMENT PERIOD

52. The duration of the engagement pursuant to this tender shall be **for one year**. Upon termination of the first engagement year, the board shall be permitted, at its sole discretion, to extend the force of the engagement 4 more times, for a period of one year each time.

N. CONSIDERATION AND PAYMENT OF THE CONSIDERATION

53. The consideration in respect of the services:
- a. In exchange for rendering the services as stated and their certification as detailed in section 54, the vendor shall be entitled to charge the Board payments in the amounts and at the rates appearing in the proposal of the vendor that was approved by the Board as the winning proposal in the tender. The vendor's proposal, as stated, shall be attached to the contract that shall be signed between the institution and the Board, as an integral part thereof.
 - b. For the avoidance of doubt, the consideration agreed in the order shall be final and absolute and no further payment shall be added to the consideration and the consideration shall not be subject to change for any reason whatsoever.
54. After completing each test, the vendor shall submit a detailed list of tests for the Board's approval; payment shall be made by the Board for each test pursuant to the approval, in accordance with the following conditions:
- a. A breakdown of the fields where the test was carried out;
 - b. A report of the test results for each field separately;
 - c. Collective tax invoices (demand for payment);
55. Each invoice shall be inspected by the Board and subsequent to its approval, the vendor shall be paid the consideration due to him within 30 days of the end of the month (current + 30) in which the invoice was issued or from the date of actual completion of the last full test to which the demand for payment refers to the same date for which the payment is demanded, whichever is later.

O. ADDITIONAL PROVISIONS

56. Notwithstanding anything said elsewhere in this tender, the Board may, at any stage, examine the financial strength of the various bidders or some of them and disqualify a bidder for which in its opinion there is doubt whether he can fulfill the undertakings of the

winner of the tender. Whereupon the Board has decided to conduct such inspection – the bidders shall deliver to the Board any information that it shall require for this purpose.

57. Ambiguity risks:

- a. The detailing found in the tender in all matters pertaining to the requisite tests and so forth – does not derogate from the bidder's duty to make personally and at his expense all the inquiries that he requires for the sake of preparing and submitting his proposal. The submission of the proposal constitutes a declaration of the Bidder that all the facts and the circumstances are known and clear to him, that he has made every inspection that was necessary for the sake of preparing and submitting the proposal and that he did not rely on the Board's representations in this regard. In any event, no allegation shall be heard from a bidder with regard to a mistake or lack of knowledge of any detail with respect to any matter associated with the tender, or appearing therein, or that does not appear therein
- b. By submitting his proposal, the bidder conveys his consent that the risk of ambiguity in the tender documents and/or in the proposal shall be imposed on him; and the price that the bidder quoted in his proposal also reflects the foregoing risk.

58. A bidder who believes that the Board's decision in the tender was made unlawfully shall be permitted, of course, to petition to the court requesting to rescind or to amend the decision; however, the bidders waive a remedy of compensation in respect of the Board's decisions in relation to the tender.

59. Each participant in the tender shall be entitled to inspect the tender documents in accordance with the provisions of the Mandatory Tenders Regulations, 5753-1993.

60. The incidence of law, jurisdiction and the tender language:

61. The Israeli law shall apply to the tender, the Board – bidder relations and including the relationship between the Board and the tender winner, and this law alone.

- a. The jurisdiction in disputes relating to the tender or to the agreement that shall be signed between the Board and the tender winner or arising therefrom, or to any claim connected with the

tender or with the engagement agreement with the tender winner or arising therefrom, including after rescission of the agreement – shall be afforded to the competent courts seated in Jerusalem, Israel – and to them alone.

- b. Solely for the convenience of the participants, the Board is translating the tender booklet and its appendices into English; however, the binding version is the Hebrew version only. No allegation shall be heard from any participant that the translation is incorrect, or has created a misunderstanding; and anyone submitting a proposal within the framework of the tender is requested to arrange his own translation and if he has not done so – he assumes the risk entailed with an imprecise translation of the binding version.
- c. This does not prevent the bidders from submitting proposals a portion of which shall be in the English language; provided that the proposal submission corresponds to what is specified in the tender booklet.

Sincerely,

Chen Tal

Tender Committee Secretary

APPENDIX P-1
[PRODUCT PORTFOLIO]

**TO BE SUBMITTED IN A SEPARATE SEALED ENVELOP INSIDE THE
TENDER ENVELOPE**

APPENDIX 1: THE BID

To Israel Sports Betting Board Tender No. 02/17

(Hereinafter – "the tender")

To:

Israel Sports Betting Board

(Hereinafter – "the Board")

Details *(Complete whatever is relevant and delete whatever is inapplicable)*

Name of the body	No.	Registered address

(Hereinafter – "the Bidder")

We the authorized signatories of the Bidder, _____, ID card _____ and _____ ID card _____ hereby declare, jointly and severally and in the name of the Bidder, that:

General

1. This bid is made within the framework of tender no. 02/17 of the Board.
2. The proposal is submitted in accordance with the tender conditions and by its very submission the Bidder accepts all the tender conditions (including the conditions of the minutes of the bidders' meeting and this even if he did not personally attend the meeting); and for the avoidance of doubt, he reaffirms all his declarations, consents and undertakings (including the undertakings contingent on him winning the tender), as submitted in accordance with the tender requirements and the appendices thereto.
3. Based on the Bidder's declarations as set forth in the Bidder's Declaration attached as Appendix 3 to this tender and without derogating from the

general purport of the aforesaid in section 2, the Bidder hereby submits a bid, which he regards as constituting full and fair consideration for everything that is required of him in the tender and in the contract (if he wins) and for any risk distribution between the Board and the winning institution, as this appears in the tender booklet.

Bid for laboratory tests

4. In consideration of fulfillment of all the Bidder's undertakings pursuant to this tender, for the requisite laboratory tests, he shall be entitled to receive from the Board an amount as follows:

- 4.1** For performing a test for one field, the vendor shall be entitled to an amount of NIS _____, plus VAT according to its rate on the day of payment;
- 4.2** For performing one test when testing 2-4 fields at one time the vendor shall be entitled to an amount of NIS _____, plus VAT according to its rate on the day of payment;
- 4.3** For performing one test when testing 5-7 fields at one time the vendor shall be entitled to an amount of NIS _____, plus VAT according to its rate on the day of payment;
- 4.4** For performing one test when testing 8 or more fields at one time the vendor shall be entitled to an amount of NIS _____, plus VAT according to its rate on the day of payment;

5. The following provisions shall apply to the amount proposed as set forth in section 4 above:

5.1 The amount proposed as set forth in section 4 above shall constitute exhaustion of all the Bidder's demands from the Board in respect of fulfillment of his undertakings pursuant to the tender and the contract (if his proposal is declared a winning proposal).

5.2 The amount proposed as set forth in section 4 above shall include all the duties, the taxes and the compulsory payments, excluding value added tax.

5.3 The amount proposed as set forth in section 4 above shall include all the risk distributions specified in the tender.

6. The payment terms shall be as follows:

6.1 Payment shall be made by the Board for each test in accordance with the rate that the vendor set in his proposal.

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Date: _____

Name:

ID card:

Name:

ID card:

APPENDIX 2: REFERENT DETAILS

Name: _____

Title: _____

Mobile phone numbers: _____

Office tel. no: _____

Fax number: _____

Address: _____

E-mail: _____

APPENDIX 3: BIDDER'S DECLARATION

To Israel Sports Betting Board Tender No. 02.17

To:

Israel Sports Betting Board

(Hereinafter – "the Board")

Details

Name of the institution	No.	Registered address

(Hereinafter – "the Bidder")

We the authorized signatories of the Bidder, Ms. / Mr. _____, ID card _____ and Ms. / Mr. _____, ID card _____ hereby declare, jointly and severally and in the name of the Bidder, that:

1. The Bidder's proposal to the tender is hereby submitted. The proposal is submitted in accordance with the tender conditions and by its very submission the Bidder accepts all the tender conditions (including the conditions of the minutes of the bidders' meeting and this even if he did not personally attend the meeting) and all the conditions of the contract that was attached to the tender (if our proposal is declared a winning proposal).
2. We have carefully read the tender, including all the appendices thereto, we understood all the sections and the conditions thereof and we received clarifications with respect to any issue in doubt. The Bidder assumes any risk entailed with his incorrect interpretation of the conditions of the tender and the contract.
3. The Bidder consents to all the conditions of tender, including to the version of the engagement agreement between him and the Board that shall consequently be signed, if his proposal is declared a winning proposal, and the Bidder undertakes to fulfill all requirements of the tender and the contract and amongst this, the Bidder undertakes that the requisite service shall be provided in compliance with the tender requirements. The Bidder also undertakes that if his proposal is declared a winning proposal he shall perform the required tests for each field for which he receives an

order from the Board and all in accordance with the guidelines and in coordination with the Board or someone on its behalf.

4. Without derogating from the aforesaid, the Bidder undertakes:
 - 4.1 To perform a test at each field for which he shall receive an order on behalf of the Board no later than 21 days of the day of receiving the order;
 - 4.2 To provide certification that the facility complies with professional requirements of FIFA pursuant to the FIFA Guide to Artificial Surfaces at a FIFA QUALITY level and this no later than 14 days of the day of performing the test.
 - 4.3 If the facility that is the object of the tests does not comply with the requisite standards, the vendor shall forward to the Board or someone on its behalf a report that shall include a list of the relevant deficiencies that prevent it from receiving the foregoing certification, while indicating the possible options for correcting the foregoing deficiencies; and this no later than 14 days of the day of performing the test.
5. The Bidder declares that he is aware of the nature and quality of the service that he shall be required to provide to the Board, if his proposal is declared a winning proposal.
6. The Bidder declares that he holds all the licenses, permits, references and certificates required under any law to conduct his business activity in general and to perform the service that is the object of the tender in particular; and that he is not aware of any preclusion under law that precludes him from entering into an agreement pursuant to the tender.
7. The Bidder declares that he engages and specializes in all the fields relevant to performing his undertakings pursuant to the tender and the accompanying agreement (if he wins); that he has the professional, technical, organizational and financial knowledge and that he has all the skills, the personnel, the equipment and the resources to provide the services in accordance with all the conditions set forth in the tender and the contract that shall be signed with him if his proposal is declared a winning proposal.
8. The Bidder declares that he has received all the information relevant to submitting his proposal and entering into the agreement (if he wins) and to accepting and performing the undertakings that he shall assume under the contract (if his proposal is declared a winning proposal). Without derogating therefrom, the bidder declares:

ISRAEL SPORTS BETTING BOARD

TENDER 02-17 – To select a laboratory for testing synthetic turf

- 8.1 That he has received all the documents, the data and the explanations that he requested in relation to the service being purchased and the performance thereof;
- 8.2 That he has inspected all the procedures, the laws, the regulations and any other requirement of the competent authorities, which apply to performing the project;
- 8.3 That the foregoing information, even if received from the Board - was inspected by him directly and that the Bidder did not rely on any representation of the Board in this context.
- 8.4 That based on his inspection of the information as set forth above, he regards the price proposed by him as constituting full and fair consideration for everything that is required of him in the tender and in the contract (if he wins) and for any risk distribution between the Board and the winning vendor, as this appears in the tender booklet.
9. That he is not obligated towards any other person or body by any undertaking (including a contingent undertaking) conflicting with his undertakings pursuant to the agreement that shall be executed with him (if he wins), or that might place him in a situation of conflict of interest between his commitment pursuant to the agreement and any other commitment.
10. That he undertakes to bear all the taxes and the compulsory payments that shall be imposed on him (income tax, national insurance, etc.) and that shall be entailed with performing the contract and receiving the consideration thereof (if his proposal is declared a winning proposal).
11. That he undertakes not to copy the products and ideas of the Board and they are Board's intellectual property.
12. The Bidder undertakes that he shall not assign (transfer) to others his rights or obligations under the conditions of the tender, in whole or in part, without the prior written consent of the Board.
13. All the documents required under the tender are hereby submitted, as well as a guarantee at a level of NIS 50,000 payable to the Board to secure the Bidder's undertakings.

Date: _____

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Name:

Name:

ID card:

ID card:

Attorney Certification

I the undersigned, Adv. _____, license number _____ of _____ St., hereby certify that the institution (name) _____ no. _____ duly adopted a resolution to submit a proposal in the tender, to sign the tender engagement agreement and to sign this document. I certify that Messrs. _____ and _____ signed this declaration in my presence and they are authorized on behalf of the corporation to submit the proposal and also to sign this declaration and also the tender engagement agreement. Their signature on this declaration and on the engagement agreement, together with the corporate stamp, binds the corporation.

Date

Attorney Signature

APPENDIX 4: BANK GUARANTEE TO SECURE PERFORMANCE

To
Israel Sports Betting Board
12 Odem Street
Petah Tikva

Dear Sir or Madam,

In Re: **Letter of Guarantee**

We hereby guarantee towards you to settle any amount within the limit of the amount of NIS **50,000** (in words: **fifty thousand** NIS; hereinafter: "**the guarantee amount**"), which is due or may be due to you from _____ (hereinafter: "**the Winner**") in connection with an agreement signed pursuant to your tender number 02/17 of _____ and this to secure the winner's undertakings towards you.

This guarantee amount is linked to the consumer price index, as shall be published from time to time by the Central Bureau of Statistics or any other official body by which it shall be replaced. The basic index for the purpose of calculating the linkage is the index of the month of _____, which was published on _____, which is the index known on the date of giving this guarantee.

We shall pay you, within seven days of receiving your written demand, any amount up to the limit of the aforesaid guarantee amount, without you having to establish or justify your demand in any manner whatsoever, or to first demand settlement of the guarantee amount from the institution, provided that the total amount that we shall pay pursuant to this guarantee does not exceed the guarantee amount.

This guarantee shall remain in force until 31/12/2018, inclusive, and any demand hereunder must come to us in writing by the foregoing date, inclusive. A demand that comes subsequent to the foregoing date shall not be accepted.

This guarantee is non-transferable.

Date

Bank Name

Bank Address

Signature

APPENDIX 5

Agreement

****נגיש****