



# **Tender No. 68/19**

**For Vehicle Occupancy Detection System**

**For "Alter-native" Experiment**

**TENDER CONDITIONS AND INSTRUCTIONS**

**Volume A**

**July 2019**

**Tender No. 68/19**

**TENDER CONDITIONS AND INSTRUCTIONS**

**1. INTRODUCTION**

1.1. General

1.1.1. Ayalon Highways Co. Ltd (hereinafter the "**Company**"), on behalf of the Israeli Ministry of Transport and Road Safety and the State of Israel, hereby requests proposals from any eligible Bidder that complies with the requirements specified in this Tender for a Vehicle Occupancy Detection System as a turn-key project, all as described in the Tender Documents.

1.1.2. The Company is a governmental company owned by the State of Israel, acting, inter alia, as the local traffic authority in charge of designing, constructing, operating and maintaining of the Ayalon Highway (Road No. 20), which serves as a metropolitan freeway for the Tel Aviv metropolitan area. The Company was appointed by the Ministry of Transport and the Ministry of Finance to conduct the "Alter-native" experiment, as described below.

1.2. General Introduction of the Project

The information contained below provides a general overview of the Project and the responsibilities of the Supplier. Such information does not derogate from the Supplier's responsibilities and obligations as set forth in the Tender Documents in detail. For more information on the Project and the responsibilities of the Supplier, please see the detailed description as set forth in the Tender Documents.

1.2.1. The State of Israel promoting a plan aimed, inter alia, for creating better internalization of the external costs that arise from the use of private vehicles and increasing the number of passengers in vehicles. In order to achieve this goal, the Company was appointed by the Ministry of Transport and the Ministry of Finance to conduct the "**Alter-native**" experiment (hereinafter the "**Experiment**") for a basic period of 3 years and an option period for up to total of 10 years. The Experiment examines the behavior changes among car users (hereinafter the "**Volunteers**"), as a result of various incentives.

1.2.2. One of the main objectives of the Experiment is to encourage the use of carpools. The Company intends to incorporate in the Experiment advanced technology that identifies the number of passengers in vehicles participating in the Experiment.

1.2.3. The Experiment will be operated by three companies, selected as part of Tender No. 21/18 published by the Company, and will be responsible, inter alia, for the Recruitment of the Volunteers, monitoring trips and the payments to Volunteers (hereinafter the "**Operators**").

1.2.4. In order to support the Experiment and achieve optimal results, the Company promotes the development of a mobile application that will fully serve as a platform for communication with the Volunteers (hereinafter the "**Application**").

1.3. DEFINITIONS

The following words and expressions shall have the meaning hereby assigned to them, as follows:

<b>"Agreement"</b>	The agreement attached as Volume B of the Tender Documents.
<b>"Authorized State"</b>	A state which is a member of the OECD and has full diplomatic relations with the State of Israel.
<b>"Bid"</b>	The bid to be submitted by each Bidder in accordance with the terms of the Tender Documents.
<b>"Bidder"</b>	An entity that submitted a Bid in accordance with the Tender Documents.
<b>"Control"</b>	(i) the holding of more than fifty percent (50%) in the controlled entity's share capital; or (ii) the possession of more than fifty percent (50%) in the controlled entity's voting power; or (iii) the power to appoint more than fifty percent (50%) of the directors in the controlled entity; or (iv) the ability to direct the operation of the controlled entity.
<b>"Detection" or "Occupancy Detection"</b>	Automated vehicle occupancy detection.
<b>"Final Bid Submittal Date"</b>	As defined in Section 1.8.2.
<b>"Management and Control System"</b>	As detailed in Section 6.3 of the SOW.
<b>"MOT"</b>	Israel's Ministry of Transport and Road Safety.
<b>"Price Proposal Form"</b>	Price Proposal Form attached hereto as Appendix 2.1.
<b>"Project"</b>	As such terms are defined in the Agreement.
<b>"Related Entity"</b>	A direct parent company exercising Control over the Bidder or the System Manufacturer, or a direct subsidiary, Controlled by the Bidder or the System Manufacturer
<b>"POC Bidder"</b>	As defined in Section 10.5.
<b>"POC Specifications and Terms"</b>	Volume D of the Tender Documents.

<b>"Relevant Authority"</b>	Local, regional, state, foreign or other government and/or municipal agency, commission, authority, board or body such as: Ministry of Transportation, Transportation Authority, governmental companies, etc. The decision whether a body meets the definition of a Relevant Authority will be at the Company's sole discretion.
<b>"Services"</b>	Performing Occupancy Detection, including all the services and/or goods and/or licenses (as applicable, according to the proposed System) that is required for full operation of System that meets all the requirements detailed in the Tender Documents [special reference is made to the SOW].
<b>"SOW"</b>	The Statement of Work attached as Volume C of the Tender Documents.
<b>"System"</b>	An advanced technological system that performs automated detection of vehicle occupants and fulfill all the functional requirements as detailed in the Tender Documents [special reference is made to the SOW].
<b>"System Accuracy" or "Accuracy"</b>	The accuracy requirements as defined for each of the parameters detailed in Section 4.3 of the SOW.
<b>"System Manufacturer"</b>	The entity that is the owner of the requisite intellectual property rights for granting the right to use the System proposed by the Bidder in its Bid, duly organized and validly existing under the laws of Authorized State.
<b>"Tender"</b>	This Tender issued by the Company which invites local and international entities to submit proposals for a Vehicle Occupancy Detection System.
<b>"Tender Committee"</b>	The Tender Committee of the Company.
<b>"Tender Documents"</b>	The documents detailed in Section 2 hereof and any clarification and/or addendum thereto made by the Tender Committee in writing.
<b>"Total Price Proposal"</b>	As defined in Section 6.4.
<b>"Trial Run"</b>	As defined in Section 14 of the SOW.
<b>"User"</b>	A Volunteer that the System has been installed in his/her vehicle.
<b>"Winning Bidder" or "Successful Bidder" or the</b>	A Bidder to be selected by the Tender Committee of the Company to execute the Project in accordance with the provisions of the Tender Documents.

## "Supplier"

### 1.4. The Proposed System

In order to meet the above objectives, the Company wishes to get services from a system, which will be offered by the Bidder in response to the Tender, with the ability to detect the number of passengers in vehicles in accordance with the Experiment requirements.

The System shall include all the following contents listed below (if applicable, according to the proposed System):

- 1.4.1. Software licenses.
- 1.4.2. Hardware.
- 1.4.3. Technological means for automated vehicle occupancy detection, including all measures required to fully operate the System (for example: cellular communication, communication lines, etc.).
- 1.4.4. Central Management and Control System, which includes, without limitation, data collection, data processing and management, monitoring, deviations detection, performing alterations, etc.

The proposed System may be a fully operated system or a system which has completed at least one feasibility study, as detailed in Section 4.2.2 below. To the extent a Bidder wishes to propose as part of its Bid a System which its development has not yet been completed, the provisions of Section 6.8(a) below shall apply.

### 1.5. The Scope of the Project

**The Bidder which its Bid will receive the highest total score, according to the stages of the Tender as detailed in Section 1.6 below, will be declared as the Winning Bidder, and shall execute the Project in accordance with the terms of the Agreement.**

The Project shall be performed by the Supplier as a turn-key project, and all obligations with respect to the Project will be at the sole responsibility of the Supplier.

As detailed in the SOW, the scope of the Project is divided into a number of stages:

- 1.5.1. Project Preparation: Establishment, integration and design of the System as detailed in clauses 6-12 in the SOW.
- 1.5.2. Trial Run: The Supplier shall conduct a Trial Run in order to check System's performance, in which it will provide the Services in a manner that the System will perform Detection for 10 Users (in 10 vehicles of Volunteers), as detailed in clauses 6-14 in the SOW ("**Trial Run Users**").

- 1.5.3. The Basic Stage: subject to the successful completion of the Trial Run, the Company will commit to purchase from the Supplier, over period of up to 6 months, the Services, as detailed in the SOW and in the Approved Detailed Design (as defined in the Agreement), as required in order to operate the System in a manner that it will perform Detection for 1,000 Users (in excess of the 10 Trial Run Users) ("**Basic Stage Users**").
- 1.5.4. The Optional Stage: The Company will have the option to purchase each of the following optional components and services. **The purchase of each component, in whole or in part, shall be at the Company's sole discretion and at any time during the term of the Agreement.**
- 1.5.4.1. Purchase of additional Services, as detailed in the SOW and in the Approved Detailed Design (as defined in the Agreement), as required in order to operate the System in a manner that it will perform Detection for additional 9,000 Users (in excess of the Basic Stage Users) ("**Optional Stage Users**").
- 1.5.4.2. Purchase of additional Services as required in order to operate the System in a manner that it will perform Detection for additional Users (in excess of the Basic and the Optional Stage Users) ("**Additional Users**"), at a discount price of 20% from the price per User proposed by the Bidder for the Optional Stage Users.
- 1.5.4.3. Professional services, including development of interfaces to additional peripheral systems that interface with the System, as detailed in the Agreement.
- 1.5.4.4. Additional Services, for implementation of the System in additional projects of the Company or MOT, other than the Experiment.
- 1.5.5. Services performed by the Operators  
The Operators shall be responsible for the execution of the following provisions:
- 1.5.5.1. Recruit Volunteers.
- 1.5.5.2. Install the equipment needed in the Users' vehicles, with the technical assistance of the Supplier (not including equipment which will be found defective, and which the Supplier shall be responsible for its repair, replacement and installation).
- 1.5.5.3. Transfer of information to the Users regarding their budget balance in the Experiment, after receiving the data regarding their vehicle occupancy from the Supplier. It is clarified that the Supplier shall be responsible to transfer to the Operators all the information as detailed in the SOW according to a protocol to be defined by the Company.
- 1.5.5.4. Establish and operate of a help desk for Volunteers in Tier 1. The Supplier will be responsible to supply timely technical assistance to the Operators.
- 1.5.6. For the avoidance of doubt, the information provided above is only a general description and shall not derogate from any of the provisions of the Tender as set forth in the Tender Documents in detail. Please see detailed information in the SOW. In the event of a contradiction between the provisions of this Tender conditions and instructions and the provisions of the SOW, the provisions of the SOW shall prevail.

1.6. General description of the Tender procedure

The information contained below provides a brief and general overview of the Tender procedure. Such information does not derogate from any of the provisions of the Tender as set forth in the Tender Documents in detail.

After completion of the Tender procedure, as described below, the Tender Committee will declare the Winning Bidder which will execute the Project.

<b>Stage A</b> Pre-Qualification Requirements	The Company will determine if the Bidder and the Bid comply with the Pre-Qualification Requirements set forth in Section 4 below.
<b>Stage B</b> Primary Quality evaluation	The Company will initially examine and evaluate the quality of the Bidders and the Bids that were prequalified and advanced to this stage. The evaluation will be conducted according to Section 10 below.
<b>Stage C</b> Proof of Concept	The Bidder(s) who will be declared as the POC Bidder(s) (as defined below) according to Section 10 below, shall conduct a Trial Run to demonstrate the proposed System feasibility, and the Company will examine the System proposed by the POC Bidder(s). The examination of the Proof of Concept will be conducted according to Section 11 and the POC Specifications and Terms (Volume D of the Tender Documents).
<b>Stage D</b> Evaluation of the price proposal	The Company will examine and evaluate the price proposal offered by the Bidders that advanced to this stage. The evaluation will be conducted according to Section 12 below.
<b>Stage E</b> Calculating the Total Score of the Bids	The price proposals of the Bids that were evaluated in the previous stage will be weighted together with the quality factor. The quality factor will constitute 70% of the total score of the Bid, and the price factor will constitute 30% of the total score of the Bid. The weighting will be conducted according to Section 13 below.

1.7. The Term of the Agreement

The term of the Agreement shall be as defined in the Agreement.

1.8. Schedule

Without derogating from the rights of the Tender Committee under the Tender Documents, to postpone any of the dates listed below, the submission of the Bids shall be in accordance with the following schedule:

- 1.8.1. Bidders conference meeting will be held on **August 8<sup>th</sup>, 2019 at 11:00 a.m** (Israel Time) (Participation in the Bidders conference meeting is not mandatory).
- 1.8.2. The deadline for the submission of requests for clarifications and interpretation is **August 18<sup>th</sup>, 2019 at 12:00 p.m** (local Israeli Time).
- 1.8.3. Final date for the submission of Bids is **September 8<sup>th</sup>, 2019 no later than 12:00 p.m** (local Israeli time) ("**Final Bid Submittal Date**").

## 2. **THE TENDER DOCUMENTS**

2.1. The Tender Documents shall comprise the following:

2.1.1. **VOLUME A** (this volume) - the Tender conditions and instructions, with the following appendixes:

2.1.1.1. Appendix 1 - Information about the Bidder;

2.1.1.2. Appendix 2 - Proposal Form;

2.1.1.3. Appendix 2.1 - Price Proposal - to be submitted in a separate sealed envelope;

2.1.1.4. Appendix 3 - Bidder's Representation;

2.1.1.5. Appendix 4 - Attorney's approval;

2.1.1.6. Appendix 5 - Affidavit according to the Public Entities Transactions Law, 1976 (in Hebrew);

2.1.1.7. Appendix 6 - Bidder's statement;

2.1.1.8. Appendix 7 - Certificate by the Bidder's auditor;

2.1.1.9. Appendix 8 - Affidavit to demonstrate compliance with the requirements of Section 4.2;

2.1.1.10. Appendix 9 - System Manufacturer Performance Undertaking;

2.1.2. **VOLUME B** - The Agreement with all of its Exhibits.

2.1.3. **VOLUME C** - Statement of Work ("SOW").

2.1.4. **VOLUME D** - POC Specifications and Terms.

2.2. The Tender Documents are and remain the sole property of the Company and shall not be copied, reproduced, saved or used in any manner or for any purpose other than preparing and submitting the Bid.

## 3. **ELIGIBILITY TO SUBMIT THE BID**

3.1. A Bidder may be either:

3.1.1. An entity (company or registered partnership) duly organized and validly existing under the laws of the State of Israel, in compliance with all of the pre-qualification requirements set forth in Section 4 below.

3.1.2. An entity (company or registered partnership) duly organized and validly existing under the laws of an Authorized State, in compliance with all of the pre-qualification requirements set forth in Section 4 below.

In the event that such Bidder will be declared as the Winning Bidder, the engagement of the Company with such Bidder will be subject to registration of the Bidder as a Foreign Company or as a Foreign Partnership (as applicable) as these terms are defined in the Companies Law, 5759-1999;



3.2. System Manufacturer:

3.2.1. If the Bidder is not the System Manufacturer, the Bidder should contract with a System Manufacturer for the purpose of submitting the Bid. In such case, the System Manufacturer will execute an irrevocable Performance Undertaking, in the form attached hereto as Appendix 9, pursuant to which the System Manufacturer shall guarantee the full and adequate performance by the Bidder of all of the Bidder's obligations under the Agreement and/or under any of the other Tender Documents, such that in the event that the Bidder fails to perform any of its aforesaid obligations, the Major Supplier will be fully liable towards the Company for the performance of all the obligations.

3.2.2. Such System Manufacturer Performance Undertaking shall be considered a contract in favor of a third party, as defined in the Israeli Contracts Law (General Part), 1973.

3.3. Each Bidder shall provide as part of its Bid, copies of its charter documents (which shall include at least the Bidder's incorporation certificate and articles of association) and any other documents evidencing its legal status, place of registration and principal place of business, in each case certified as true and accurate copies thereof by the Bidder's legal counsel. In the event that a Bidder requests to demonstrate its compliance with the Professional Pre-Qualification Requirements set forth in Section 4.2 below through a Related Entity, then such documents shall be provided also by that Related Entity.

3.4. A Bidder or System Manufacturer cannot submit or otherwise participate, directly or indirectly, in more than one Bid. For the purpose of this Section, the terms "Bidder" and "System Manufacturer" shall include any entity which has Control over such Bidder or System Manufacturer or is Controlled by such Bidder or System Manufacturer or is Controlled by an entity which has Control over such Bidder or System Manufacturer.

4. **PRE QUALIFICATION REQUIREMENTS**

Due to the complexity, vast scope and uniqueness of the Project, as well as the unique knowledge and expertise required for the execution of such Project, any Bidder who desires to submit a Bid must demonstrate its compliance with all the Pre-Qualification Requirements set forth in this Section below.

4.1. General Pre-Qualification Requirements

4.1.1. The Bidder's (and the System Manufacturer, if relevant) latest audited financial statements do not include a going concern notice, and is not in administration, liquidation, receivership, bankruptcy or winding up process or the like and there are no pending applications or petitions with regard thereto and it is not insolvent.

4.1.2. The Bidder has all the required approvals and affidavits under the Public Entities Transactions Law, 1976, valid to the Final Bid Submittal Date. [Applies only to legal entities incorporated in Israel or registered Foreign Company As the term is defined in the Companies Law, 5759-1999]

4.2. Professional Pre-Qualification Requirements

The Bidder, by itself or by a Related Entity or by System Manufacturer or by a Related Entity of the System Manufacturer, is in full compliance with all the requirements set forth below:

- 4.2.1. It is the owner of, or holds, a perpetual, irrevocable, license for the entire Agreement term including the option and warranty terms for all rights, including all intellectual property rights (IP), in the software and hardware components (if applicable) of the proposed System that is proposed in the Bid and has the right to assign such rights to the Company in accordance with the Agreement;
- 4.2.2. The proposed System complies with one of the following:
- 4.2.2.1. The proposed System is implemented in at least one project that meets all the following requirements:
- 4.2.2.1.1. The project contained at least 1,000 vehicles in which the proposed System was installed in.
- The duration of the project was at least 6 months.
- 4.2.2.1.2. As part of the project, at least 5,000 reports were made from vehicles in which the proposed System was installed in.
- 4.2.2.1.3. As part of the project, the proposed System has automatically detected vehicle occupancy while meeting at least two of the accuracy parameters included in the definition of the term Accuracy.

**- OR -**

- 4.2.2.2. The proposed System has completed at least one feasibility study, and the performance and results of which are backed up in writing by a Relevant Authority.

The feasibility study presented will meet all the following requirements:

- 4.2.2.2.1. The feasibility study was performed in the five years preceding the Final Bid Submittal Date.
- 4.2.2.2.2. The feasibility study contained at least 5,000 vehicles.
- 4.2.2.2.3. As part of the feasibility study, a Relevant Authority has confirmed that the proposed System has automatically detected vehicle occupancy while meeting at least two of the accuracy parameters included in the definition of the term Accuracy.

Please see definitions regarding the Pre-Qualification Requirements in Section 1.3 above.

**5. DOCUMENTS TO BE PROVIDED FOR DEMONSTRATING COMPLIANCE WITH THE PRE-QUALIFICATION REQUIREMENTS AND OTHER DOCUMENTS TO BE PROVIDED AS PART OF THE BID**

- 5.1. In order to demonstrate compliance with the Pre-Qualification Requirements of Section 4 above, and in order to examine and evaluate the quality of the Bidders and the Bids, each Bidder shall provide as part of its Bid the following documents:

- 5.1.1. To demonstrate compliance with the requirements of Section 4.1.1 above, the Bidder shall provide as part of its Bid a certificate signed by its auditor (and for a System Manufacturer, the auditor of the System Manufacturer), in the form attached hereto as Appendix 7.
- 5.1.2. To demonstrate compliance with the requirements of Section 4.1.2 above, the Bidder shall provide as part of its Bid all required approvals and documents according to the Public Entities Transactions Law, 1976, including a signed affidavit in the form attached hereto in Appendix 6 [Applies only to legal entities incorporated in Israel or registered Foreign Company as the term is defined in the Companies Law, 5759-1999].
- 5.1.3. To demonstrate compliance with the requirements of Section 4.2 above, the Bidder (or the System Manufacturer, if relevant) shall provide as part of the Bid a signed affidavit in the form attached hereto as Appendix 8, and may attach to this affidavit approvals and/or documents that demonstrate its compliance with the Pre-Qualification Requirements and in order to examine and evaluate the quality of the Bidders and the Bids, including approvals from third parties for which the Bidder has provided its services and that were included in its affidavit.

Without derogating from the above, the said approvals may include all details that may assist the Company to understand that the projects/works included by the Bidder in its affidavit are in compliance with all Pre-Qualification Requirements set forth in Section 4.2 above.

In the event that the Bidder wishes to demonstrate compliance with the Pre-Qualification Requirements set forth in Section 4.2.2.2 above, the Bidder must attach to its affidavit approval from the Relevant Authority, attesting to the Bidder's compliance with all the elements of the Pre-Qualification Requirements set forth in Section 4.2.2.2 above.

- 5.1.4. Methodology document to be examined and evaluated as part of the quality evaluation stage, as specified in Section 10 below. The bidders are requested to refer to all the subjects listed under this criterion in the quality criteria table in Section 10.3 below

5.2. The Bidder shall also attach to its Bid the following documents:

- 5.2.1. Information about the Bidder in the form attached hereto as Appendix 1;
- 5.2.2. A full and signed proposal form in the form attached hereto as Appendix 2;
- 5.2.3. A full and signed price proposal form in the form attached hereto as Appendix 2.1. **The price proposal form shall be submitted in a sealed, closed and separate envelope.**
- 5.2.4. A confirmation of understanding the Tender conditions and instructions in the form attached hereto as Appendix 3;
- 5.2.5. A signed approval by the Bidder's attorneys, in the form attached hereto as Appendix 4, that details and/or approves the following information:
  - 5.2.5.1. The Bidder has the corporate power to sign the Bid and the Agreement and to execute the Project pursuant to the Agreement according to its charter documents.

- 5.2.5.2. The persons that signed the Bid (including the Tender Documents) on behalf of the Bidder are fully authorized to do so by the Bidder and that their signature binds the Bidder.
- 5.2.6. Copies of the charter documents of the Bidder as set forth in Section 3.3 above.
- 5.2.7. To the extent applicable, Performance Undertaking duly executed by the System Manufacturer in the form attached hereto as Appendix 9.
- 5.3. It is hereby clarified that the announcement of any Bid as the winning Bid by the Company will not, in any way, be considered as an approval by the Company of the technical documents that will be presented by the Bidder in its Bid (for example: specifications, plans, design, architecture and functionality of the System. Without derogating from the above, the Company will have the sole discretion not to approve any of the technical documents even if such technical documents were included in the Bid. As a precondition to the Company's engagement with the Winning Bidder, the Company shall have the right to review the technical documents presented by the Bidder, and may provide rejections and revisions to be made in respect thereof to the Winning Bidder, and the Winning Bidder shall execute such revisions by no more than 10 days.
- 5.4. The Tender Documents must be signed by a person or persons duly authorized to sign on behalf of the Bidder. Documents / papers with a specific place for signature will be signed in full, and if necessary according to the signing rights of the Bidder, with the stamp and seal of the Bidder. Where required as indicated thereon, an attorney shall confirm in writing that the signatories were duly authorized to sign.
- 5.5. A Bidder must provide all the above mentioned documents as part of its Bid.

## 6. **PRICE PROPOSAL**

- 6.1. As mentioned above, the scope of the works included in the Project is divided into several components. Bidders are asked to provide a price proposal for each one of the components according to the Price Proposal Form attached hereto as **Appendix 2.1**.
- 6.2. Bidders shall fill out the Price Proposal Form for each component and quote a price for each item in the Price Proposal Form, all in accordance with instructions and the conditions set forth below:

**[Please see notes and instructions for completing the Price Proposal Form below]**

#	Portion of the Consideration	Quantity for Calculation	Price per Unit	Coefficient	Total Cost
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
1	Consideration for System Development (fixed and one-time payment. Optional, for the Bidder discretion)	1.2	<b>Note A</b>	1	
2	One time Consideration for licenses and rights to use the System during the Term of the Agreement	1,000 Users	<b>Note B</b>	1	
3		9,000 Users		1	
4	Annual Consideration for the provision of the Services <b>per Basic Stage User (up to 1,000 Users)</b>	1,000 Users	<b>Note C</b>	10	
5	Annual Consideration for the provision of the Services <b>per Optional Stage User (up to 10,000 Users)</b>	9,000 Users	<b>Note D</b>	10	
6	Total Price Proposal – sum of Column C	X	X	X	<b>Note E</b>

- 6.3. The Bidder must complete all the boxes, other than those marked with an “X”, which are not applicable.
- 6.4. To compare between the Bids, and without any obligation from the Company in respect of the actual quantities that the Company will order from the Supplier, if any, the Company will calculate the total price proposal in accordance with the quantities set forth in the Price Proposal Form. Such calculation will conduct only for the purpose of comparing between the Bids (the "**Total Price Proposal**"). The components of the Project shall be purchased according to a purchase order issued by the Company to the Winning Bidder, and subject to the terms of the Agreement.
- 6.5. The Bidder shall not provide any negative values (less than zero). If the Bidder submits any negative values, the Company shall consider it as a value of zero.
- 6.6. All prices quoted in the Price Proposal Form shall be in New Israeli Shekel and shall not include Value Added Tax (VAT). Any price presented in any other currency shall be considered as if it is in New Israeli Shekel.

6.7. If a miscalculation has occurred, and the total price for an item and/or for all the component/s as mentioned by the Bidder in the Price Proposal Form is incorrect, then the prices proposed by the Bidder for any individual (1) item as stated in column B (price per unit) shall prevail, and the total price for the item and/or the segment shall be recalculated by the Company. The Company reserves the right to correct arithmetical errors.

6.8. **Notes and instructions for completing the Price Proposal Form:**

**A.** In cell B1, the Bidder should submit the proposed price for one-time consideration for the Company's participation in the completion of development costs ("**Company's participation**"). A Bidder who asks to receive such payment shall be required to pay royalties to the Company in the amount of 1% of the System's sales turnover, for every NIS 50,000 asked by the Bidder as the Company's participation, for a period of 10 years commencing from the completion of development of the System, all as detailed in Section 14 of the Agreement.

**B.** In Cell B2 and B3, respectively, the Bidder should submit the proposed price for one-time consideration for licenses and rights to use the System during the Term of the Agreement, as detailed in the Agreement (if applicable, according to the System Manufacturer licensing terms) for up to 1,000 Users and for up to 10,000 users (alternatively).

The price proposed in cell B3 for licenses and rights to use the System during the Term of the Agreement for up to 10,000 users shall apply, after deduction of a 20% discount, as the price for licenses and rights to use the System during the Term of the Agreement for more than 10,000 Users, pro-rata, according to the number of Users.

**As far as the System Manufacturer does not require this payment according to its licensing terms - the Bidder should submit 0 in this cell.**

**C.** In cell B4, the Bidder should submit the proposed annual price for providing the Services per Basic Stage User, and up to 1,000 Users (in excess of the 10 Trial Run Users), including annual licenses and rights to use the System, as detailed in the Agreement (if applicable, according to the System Manufacturer licensing terms). For the avoidance of doubt, the price quoted in cell B3 shall refer to one Basic Stage User.

**D.** In cell B5, the Bidder should submit the proposed annual price for providing the Services per Optional Stage User (from the 1,001 User and up to the 10,000 User), including annual licenses and rights to use the System, as detailed in the Agreement (if applicable, according to the System Manufacturer licensing terms). For the avoidance of doubt, the price quoted in cell B4 shall refer to one Optional Stage User.

**The price quoted in cell B5 should not exceed the price quoted in cell B4.**

The price proposed for this component, after deduction of a 20% discount, will be the price per year for use of the System per Additional User, as defined in Section 1.5.3.2 above

**E.** The total sum in cell D6 shall be the Bidder's Total Price Proposal according to the formula:  $D=A*B*C$ . The Bidder should complete column D per the equations provided in the Price Proposal Matrix above.

6.9. **The lowest price proposal will be scored 30 points, and all other price proposals will be scored in relation to the lowest price proposal, according to the following formula ("Price Score"):**

$$\frac{\text{The lowest price proposal}}{\text{The examined price proposal}} \times 30 = \text{The score of the examined price proposal}$$

- 6.10. **As set forth in Section 7 below, Bidders are required to submit all documents that include the price proposal in a separate sealed envelope.**
- 6.11. The Total Price Proposal shall be evaluated in accordance with Section 6 below.
- 6.12. Please see the full consideration mechanism as detailed in the Agreement.

## **7. THE SUBMISSION OF THE BID**

- 7.1. The Bids shall be submitted in an envelope that contains two (2) additional separate envelopes, as follows:

### **7.1.1. Envelope No. 1**

The Bidders shall submit all parts of their Bids, including all the documents and/or approvals required in Section 5 above (in the same order specified in Section 5), except for the documents containing the price proposal, in envelope No. 1.

The contents of envelope No. 1 shall be submitted as follows:

- **One** (1) original hardcopy (marked "ORIGINAL")
- **Three** (3) copies in hardcopy (marked "COPY")
- USB flash drive with the same content in PDF format

In the event of any discrepancy between the original and the copies and/or the PDF format, the original hardcopy shall prevail.

**As mentioned above, the Bidders are required not to submit any document that contains the price proposal in envelope No. 1. Bidders are kindly asked to make sure that the USB flash drive with the PDF format does not contain any such documents as well.**

### **7.1.2. Envelope No. 2 – the price proposal**

Bidder shall submit all of the price proposal's documents in envelope No. 2.

The contents of envelope No. 2 shall be submitted as follows:

- **One** (1) original hardcopy (marked "ORIGINAL");
- **Three** (3) copies in hardcopy (marked "COPY")

In the event of any discrepancy between the original and the copies, the original hardcopy shall prevail.

Bidder shall indicate on envelope No. 2 "PRICE PROPOSAL"

- 7.1.3. **The two sealed envelopes (envelope No. 1 and envelope No. 2) shall be put in a third envelope. On this envelope the Bidder shall write "Tender No. 36/17 for the Design, Acquisition, Installation, Integration and Maintenance of an Automated Vehicle Occupancy Detection System"**

7.2. Confidentiality

7.2.1. Subject to the provisions of this Section 7.2, confidential information contained in the Bid and the Tender Documents, including patented and unpatented inventions, trade secrets, know-how, techniques, specifications, and drawings, shall be treated by the Company as strictly confidential and shall not be disclosed by the Company to any third party, provided that every page of the Bid and/or document included therein or part thereof, containing such confidential information shall be clearly identified as confidential by the Bidder, by labeling the said page or document with the words "CONFIDENTIAL" well visible at the top, bottom or across the page. Notwithstanding the foregoing, the mere labeling of the said pages and/or documents as aforesaid does not make such information contained thereon confidential. The determination that any documents and information contain confidential information shall be determined only at the Company's sole and absolute discretion.

7.2.2. Notwithstanding the above, the Company shall be entitled and/or obligated to disclose such confidential information:

7.2.2.1. To its employees, experts, professional advisers and consultants, for the purpose of and to the extent necessary for the evaluation of the Bid;

7.2.2.2. To governmental authorities for the purposes of obtaining or maintaining any permits, authorizations, licenses or other approvals required for the Project;

7.2.2.3. If and to the extent required by an order of any court or by law. In this regard, the Bidders are advised that according to Israeli law, every Bidder is entitled to peruse the decision, including the reasons, of the Tender Committee on the award of the Project as well as the Bid of the Winning Bidder, save for any parts thereof that have been determined by the Company and/or the court as constituting trade or professional secrets.

7.3. Final Bid Submittal Date

7.3.1. **The Bids and the Tender Documents are to be delivered to the Tender Box at the Company's offices by hand delivery only, and no later than the Final Bid Submittal Date.**

7.3.2. A Bid that will not be in the Tender Box on the Final Bid Submittal Date and/or submitted after the Final Bid Submittal Date will be rejected.

7.3.3. The Company may, in its sole and absolute discretion, extend the time for the submission of the Bids, should it determine to be appropriate. The Company shall notify the Bidders thereof in writing.

7.4. Validity of the Bid

7.4.1. The Bids shall be valid for a period of 270 days from the Final Bid Submittal Date (the "**Validity Period**").



- 7.4.2. The Company may require the Bidders to extend the Validity Period for an additional time period (the "**Extended Period**"). If Bidder will refuse such demand, then such Bidder shall be considered as a Bidder that does not want to take part in the Tender, and its Bid will be disqualified. The Company will be entitled to proceed with the Tender process and to announce another Bidder that gave its consent to the extension as the Winning Bidder even if the Bid submitted by the Bidder that refused the extension was superior.
- 7.4.3. Once the Company has notified the Winning Bidder of the award of the Project within the Validity Period or within the Extended Period, the Winning Bidder's Bid shall remain valid until the Agreement has been signed by the Winning Bidder and the Company.

## 8. **EXAMINATION AND EVALUATION OF THE BIDS – GENERAL**

- 8.1. The Bids will be evaluated by the Company which is entitled to use external experts, professional advisers and consultants for the evaluation of the Bids.
- 8.2. Without any way limiting the Company's rights under Law or under any provision of the Tender Documents, the Company may, in its sole and absolute discretion, determine not to accept the lowest Price Proposal, reject any or all Bids, not accept the Bid awarded the highest score and/or not accept any or all of the Bids.
- 8.3. Without derogating from the Company's rights to consider any other criteria deemed relevant, the Company reserves the right, in its sole and absolute discretion, to consider in the evaluation of the Bids the ability and experience of the Bidder, in executing similar projects, the financial and organizational structure and capabilities of the Bidder, previous works executed for the Company and/or for any other public bodies.
- 8.4. Furthermore, and without derogating from the Company's rights, the Company reserves the right, in its sole and absolute discretion, to reject any Bid, even if such Bid has achieved the highest total score, due to any negative experience between the Company and/or any other public bodies and the Bidder and/or any one that controls the Bidder or the member/s and/or any one acting on their behalf.
- 8.5. Without derogating from the Company's rights, the Company reserves the right, in its sole and absolute discretion, to reject any Bid that is not complete and/or clear and/or contains incorrect or misleading details and/or was not submitted in complete accordance with and pursuant to the Tender's instructions. The Tender Committee will be allowed, but not obligated, to disqualify Bids based on the missing documents that the Bidder failed to provide.
- 8.6. The Company distinguishes between the Bidders' compliance, upon Final Bid Submittal Date, with the respective Pre-Qualification Requirements set forth under Section 4 above, and the documentation intended to demonstrate such compliance. Accordingly, the Company may determine in its sole discretion that a Bidder has in fact met the Pre-Qualification Requirements even in the event that supporting documentation is furnished by the Bidder after the Final Bid Submittal Date, provided however that such documentation proves that the Bidder had met the respective Pre-Qualification Requirement by the Final Bid Submittal Date.
- 8.7. The Company may make, in its sole discretion, any decision in connection with the interpretation of the Pre-Qualification Requirements, including ascribing to any Pre-Qualification Requirement a broad interpretation or an interpretation that is not the most reasonable or probable linguistically, provided that such interpretation is consistent with the purpose of the Pre-Qualification Requirement in the overall context of the Tender Documents.

8.8. The Company reserves the right, at any time and in its sole and absolute discretion, to cancel or postpone the Tender.

8.9. Clarifications by the Company

8.9.1. The Company shall have the right, during any stage of the Tender Process, to verify any or all part of information represented in any of the Bids, including, without limitation, financial and professional capabilities, and to request any clarifications regarding such information, from the Bidder and/or from any other third party, and Bidders and/or third parties may be requested to supply clarifications and/or additional information and/or documents to the Company. For that purpose, the Company may request clarifications and/or additional information and documents (including information or documents required for compliance with the Pre-Qualification Requirements) from any of the Bidders and/or any third party, in addition, the Company may require any of the Bidders to modify, amend, correct, withdraw and/or delete any part of their Bid. The Company may exercise its rights under this Section any number of times during any stage of the review and evaluation of the Bids and with respect to any or all of the Bids.

8.9.2. Bidders shall comply with the Company's requests under Section 8.9.1 above within the time frames determined by the Company in its relevant request, and Company's request together with the Bidders' reply will form an integral part of their Bid.

8.10. The Company reserves the right, in its sole and absolute discretion, to condone the noncompliance with a demand or condition of the Tender if such noncompliance is not material and does not impair the equality principle between Bidders.

8.11. The Company reserves the right, in its sole and absolute discretion, to engage in negotiations with some or all of the Bidders, with respect to their Bids and/or Price Proposal, all in accordance with applicable Law. The procedures for conducting such negotiations will be determined by the Company.

8.12. Without derogating from the rights of the Company under the Tender Documents and under the law, during the course of the negotiations, the Company may, in its sole discretion provide or request additional information and/or modify, alter or change any of the requirements of the Tender Documents.

8.13. At the end of the negotiations, if conducted, Bidders may be requested to modify, change or improve their Bids or any part thereof (including any technical or financial aspect).

9. **EXAMINATION OF COMPLIANCE WITH THE PRE QUALIFICATION REQUIREMENTS – STAGE A**

9.1. The Company will examine and determine if the Bidder and the Bid are in compliance with the Pre-Qualification Requirements set forth in Section 4 above.

9.2. Only Bidders and Bids that comply with the Pre-Qualification Requirements will advance to the next stage.

10. **PRIMARY QUALITY EVALUATION – STAGE B**

10.1. The Company will examine and evaluate the quality of the Bidders and the Bids that comply with the Pre-Qualification Requirements. At this stage, the Company will not open envelope No. 2 (the price proposal).

10.2. The total quality score that will be awarded to any of the Bids at this stage will be obtained by adding all the scores for each criteria listed below ("**Quality Score**").

10.3. The criteria for the quality evaluation will be as follow:

Assessment	Points Allocation Methodology	Maximum Points
Projects in which the system was implemented	2.5 points per each additional project that meets the requirements in Section 4.2.2.1, above the threshold required by the pre-qualification requirements.	10
Accuracy of the proposed System in the projects or feasibility studies presented by the Bidder (average of all projects or feasibility studies presented by the Bidder)	<ul style="list-style-type: none"> <li>• 2 points per every 0.1% of False Positive Percentage below the threshold required by the pre-qualification requirements.</li> <li>• 1 point per every 0.1% of False Negative Percentage below the threshold required by the pre-qualification requirements.</li> <li>• 1 point per every 0.1% of Total System Accuracy Percentage above the threshold required by the pre-qualification requirements.</li> </ul>	10
Methodology for the installment, operation and maintenance of the System	<p>Including:</p> <ul style="list-style-type: none"> <li>• The simplicity of the System installment and later successful vehicle trial.</li> <li>• The level of disruption for the driver while driving.</li> <li>• Acceptance testing of the System.</li> <li>• Privacy.</li> <li>• Methodology for improving data to prevent frauds.</li> <li>• Flexibility in operating the control system of the System.</li> <li>• Preventative maintenance activity - the level of the involvement of the volunteers in the experiment will be examined.</li> <li>• Capabilities and other relevant features above the requirements of the tender.</li> <li>• The ability to increase the volume of service.</li> </ul>	20

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- 10.4. In addition to the Quality Criteria set above, the Company may set internal guidelines and sub-tests regarding the manner in which the quality of the Bids will be evaluated.
- 10.5. At the end of this stage, the top one or two Bidder(s) (to the Company's discretion) which achieved the highest Quality Score will advance to the next stage ("**POC Bidder(s)**").
- 10.6. Notwithstanding the above, in the event that another Bid (in addition to the Bids of the top one or two Bidders at this stage) will include a proposed System with different technology compared to the System proposed by the top one or two Bidders, the Company shall be entitled to determine, at its sole discretion that such Bidder will also advance to the next stage.
- 10.7. The POC Bidder(s) shall advance to POC Stage and shall execute a Proof of Concept test, according to Section 11 below ("**POC**"), in order to demonstrate the proposed System feasibility.

**11. PROOF OF CONCEPT - STAGE C**

- 11.1. The POC Bidder(s) shall each conduct an examination in order to test the proposed System feasibility.
- 11.2. The examination of the Proof of Concept will be conducted according to the POC Specifications and Terms (Volume D of the Tender Documents).
- 11.3. The evaluation of the POC results shall be evaluated according to the criteria listed below ("**POC Score**"):

Assessment	Points Allocation Methodology	Maximum Points
Duration of System installation	The POC Bidder that will perform the installation of the System in the shortest amount of time will get the maximum score (5 points), and the rest will get a relative score.	5
The Total System Accuracy Percentage of the System at the POC stage	The POC Bidder whose System will perform Detection with the highest Total System Accuracy Percentage (as defined in the POC Specifications and Terms) will get the maximum score (20 points), and the rest will get a relative score.	20
Dealing with frauds	Evaluation of the System's ability to prevent frauds, based on several scenarios which will be determined by the Company.	5

- 11.4. POC Bidder which will get at least 20 points of the POC Score, other than the Winning Bidder, shall be entitled to receive a predetermined lump sum of NIS 50,000, as sole consideration for conducting the POC, payable within 90 days after receiving the approval of the Company for completion of the POC. Such payment shall include all costs and expenses of any nature whatsoever incurred by such Bidders arising from or in connection with its participation in this Tender, including, but not limited to, all costs and expenses with regard to conducting the POC.
- 11.5. The Company shall be entitled, at its sole discretion, to give the POC Bidder an extension of time to perform the POC.
- 11.6. If a POC Bidder will not get at least 20 points of the POC score, for reasons related to the Bidder and/or for any reasons at all, the Company shall be entitled, at its sole discretion, to order the Bidder or the Bidders that was/were ranked in the place after the POC Bidder(s) (Runner-Up) to conduct the POC with its proposed System.
- 11.7. The POC Bidder will be obligated towards the Company and towards any third party to perform the POC under its supervision, and execute the POC in the best reasonable manner and reasonably high expertise, as required by any law, regulations, standards etc. (including without limitation Israeli standards, environmental and safety regulations and standards). The POC Bidder shall be solely liable for damages caused in connection with the execution of the POC by the Bidder, for any reason. The POC Bidder shall be held liable for any damages – whether bodily harm or property damages or any other expense, which may be caused to the Company and/or its representatives and/or to the POC Bidder itself and/or its representatives and/or any other third party, as a result of an act or omission of the POC Bidder, and/or its representatives during the performance of and/or in connection with the POC.
- 11.8. The information contained above does not derogate from the provisions as set forth in the POC Specifications and Terms in detail. For more information regarding the POC Process and the POC requirements, please see the detailed description as set forth in the POC Specifications and Terms.

## **12. THE EVALUATION OF THE PRICE PROPOSAL – STAGE D**

- 12.1. The Total Price Proposal offered by the Bidder will be determined according to the Price Proposal Form.
- 12.2. The Total Price Proposal will be evaluated as follow:
  - 12.2.1. The lowest Total Price Proposal will get the maximum score (100).
  - 12.2.2. All the other Total Price Proposals will get a relative score according to the following formula:
$$\frac{\text{The lowest Total Price Proposal}}{\text{the examined Total Price Proposal}} \times 30 = P$$
- 12.3. The price score granted by the Company to the Bids at this stage will be used as the price factor (P) in the weighting of the Bids.

## **13. CALCULATING OF THE TOTAL SCORE OF THE BIDS – STAGE E**

At this stage, the total score of the Bids that reach this stage will be calculated. the total score of the Bid shall be the Quality Score together with the POC Score and the Price Score ("**Total Score**"). The Bid that achieves the highest Total Score will be declared the Winning Bid and the Bidder will be declared the Winning Bidder.

#### 14. NOTIFICATION REGARDING THE AWARD OF THE PROJECT

Once the Tender Committee of the Company has completed the evaluation of the Bids, including the POC stage, and reached a decision, the Company shall notify the Winning Bidder and the other Bidders in writing about awarding the Project to the Winning Bidder.

#### 15. PRECONDITIONS TO THE COMPANY'S ENGAGEMENT WITH THE WINNING BIDDER

The Company will engage with the Winning Bidder and sign the Agreement subject to the compliance of the Winning Bidder with all of the preconditions set forth hereunder:

15.1. After receiving the Company's notification regarding the award of the Project to the Winning Bidder, the Winning Bidder shall provide to the Company for its approval the following documents:

15.1.1. Performance Guarantee

The Performance Guarantee, as defined in the Agreement, in a sum equal to 5% from the Consideration, within no more than 14 business days of its receipt of the Company's notification regarding the award of the Project.

15.1.2. Insurance Certificate

Insurance Certificate, as defined in the Agreement, signed by the Winning Bidder insurers. Any request in connection with the insurance requirements should be submitted as a request for clarifications and no later than the dates set forth in Section 18.2 hereunder.

15.1.3. Signed Agreements

4 originally signed copies of the Agreement.

15.2. In the event that the Bidder is a foreign company/partnership, the Bidder will be required to register as a Foreign Company/Partnership, as this term defined in the Israeli Companies Law, 5759-1999.

15.3. After receiving the above mentioned documents and details, the Company will examine whether all the required documents and details have been provided by the Winning Bidder, the compliance thereof with the Tender requirements and whether the Company may approve them. In the event that the Company determines, in its sole discretion, that finalizations and/or modifications are required to approve the said documents, including without limitation, a decision not to approve any of the officials that were presented by the Winning Bidder, then in such event, the Company shall notify the Winning Bidder of its said decision and as to the required finalizations and/or modifications.

15.4. The Winning Bidder shall execute the required finalizations and/or modifications within 2 business days from the date of the Company's requirement or within the time that will be stipulated in the Company's requirement and will provide for the approval of the Company all necessary documents or details after it made all required finalizations and/or modifications.

15.5. If the Company will determine, in its sole discretion, that additional finalizations and/or modifications are needed, then the Company shall be entitled to give to the Winning Bidder another opportunity to execute the required finalizations and/or modifications or, in its sole discretion, to decide to proceed pursuant to Section 16 hereunder.

- 15.6. Prior to the actual signing of the Agreement by the Company, there will be no valid agreement between the Company and the Winning Bidder.

#### **16. CANCELLING THE WINNING AND/OR THE AGREEMENT WITH THE WINNING BIDDER AND ENGAGING WITH ANOTHER BIDDER**

- 16.1. In the event that the Winning Bidder fails to fulfill all of its obligations according to the Tender Documents and/or its Bid, including without limitation, the fulfillment of the preconditions set forth in Section 15 above, the Company shall be entitled, in its sole discretion, to cancel the award of Winning Bid and/or to forfeiture the Performance Guarantee, as defined in the Agreement, all or in part or to give the Winning Bidder an extension of time for the purpose of fulfilling all of its obligations.
- 16.2. The Winning Bidder whose Bid has been canceled as aforesaid, shall not have any argument, demand and/or claim of any kind against the Company and/or anyone on its behalf in connection with the cancellation of the award of the Winning Bid.
- 16.3. Without derogating from the above, in the event that the Company has decided to cancel the award of the Winning Bid, the Company shall be entitled, in its sole discretion, to grant the award of the Winning Bid in the Tender and the Agreement to the Bid submitted by the Bidder that arrived in second place, subject to execution of POC. The Company's right according to this Section is not mandatory and the Company shall be entitled, in its sole discretion, not to grant the award to the Winning Bid in the Tender and the Agreement to the Bid submitted by the Bidder that arrived in second place. In such event, the Bidder that arrived in second place will not have any argument, demand and/or claim of any kind against the Company and/or anyone on its behalf in connection with the aforesaid or in connection with the cancellation of the Tender instead of awarding the Winning Bid of the Tender to it or otherwise.
- 16.4. Without derogating from any of the Company's rights, and in addition to any of the Company's rights according to any Law and/or to the Tender Documents, in the event that the Company will terminate the Agreement with the Winning Bidder, for any reason, the Company shall be entitled, but not obligated, to notify the Bidder that arrived in second place in the Tender and offer to such Bidder to engage with the Company and sign the Agreement (subject to execution of POC) to continue the Project instead of publishing a new tender. Such Bidder shall give its response to the Company's proposal within seven (7) days. If the said Bidder will refuse, then the Company will be entitled, but not obligated, to notify the Bidder that arrived in third place in the Tender, and so on. It is hereby clarified that the Company's said right hereunder is not mandatory and the Company shall be entitled, in its sole discretion, not to engage with the Bidders that arrived in places after the Winning Bidder, and the Bidders will not have any argument, demand and/or claim of any kind against the Company and/or anyone on its behalf in connection with the above.

#### **17. CONFLICT OF INTERESTS**

The Company hereby brings the following provisions to the attention of all Bidders:

- 17.1. Any entity or person, which has provided, or will provide, significant services to the Tender Committee, including: Goldfarb Seligman & Co., Law Offices, Ur Omri and Peleg Zeevi will not be permitted to participate in the Tender as part of any Bidder or by providing service to any Bidder, without the prior written approval of the Tender Committee.

- 17.2. A Bidder or anyone acting on its behalf, who may have a conflict of interest with the Project and/or Work and/or may have a conflict of interest between itself and the Company and/or the MOT – may not participate in this Tender, unless the Company has approved such participation in writing and subject to any conditions the Company may impose on the Bidder, in its sole discretion.
- 17.3. The Supplier, on its behalf and on behalf of all of its third parties who are related to the execution of the Project, and on behalf of its and their employees, hereby undertakes to avoid, during the entire Project period and until its final approval, any conflict of interests in connection with the Project.

**18. GENERAL CONDITIONS**

18.1. By submitting the Bid to the Company, Bidders shall be deemed to have accepted all of the terms and conditions contained in the Tender Documents (including any addendum thereto).

18.2. Requests for Clarifications of the Tender Documents

18.2.1. Bidders may ask questions and request clarifications or interpretations to Tender Documents. All questions and requests for clarifications or interpretations regarding the Tender must be submitted in writing by Email, to Email address: [shanim@ayalohw.co.il](mailto:shanim@ayalohw.co.il) , no later than **August 18<sup>th</sup>, 2019**, at 12:00 pm (Israel time).

18.2.2. The clarification questions should be submitted in an open WORD file according to the table below

#	Part in the Tender Documents	Section	Question

18.2.3. A Bidder that submitted a question or a request for clarification or interpretations shall verify that its submission has been received.

18.2.4. No responses will be made to questions that are not submitted in writing.

18.2.5. Although the Company has no obligation to clarify or interpret the Tender Documents, the Company may issue to all Bidders an addendum for purposes of clarification or interpretation in response to such questions or requests. The identity of the Bidder that submitted the question shall not be disclosed. Bidders shall acknowledge receipt of any such addendum in the manner set forth in Section 18.3.4 below.

18.2.6. The Company shall not be bound by, and Bidders shall not rely on, any oral interpretation or clarification to the Tender Documents.

18.2.7. In the event that the Company did not answer a question, the Company will be deemed to have rejected the Bidder's request.



18.3. Clarifications and Modifications

- 18.3.1. Without derogating from Section 18.2 above, the Company reserves the right to revise, clarify, amend, modify, or change in any way the Tender Documents or any part thereof, including but not limited to any instruction, requirement, specification, services, consideration, evaluation criteria or dates contained therein, until the Final Bid Submittal Date.
- 18.3.2. Such revisions, if any, shall be announced by written addenda to the Tender Documents. Copies of such addenda shall be furnished to all Bidders. Any addendum issued by the Tender Committee will form an integral part of the Tender Documents. The addenda and the information contained in such addenda shall constitute as an inseparable part of the Tender Documents and replace or take precedence over any corresponding contradictory information included in the original Tender Documents.
- 18.3.3. The dates set for the submission of Bids may be postponed by such number of days as shall be necessary in the opinion of the Company, to enable the Bidders to revise their Bids as a result of any addendum issued. The announcement of such new date, if any, will be either included in the addendum or provided to Bidders in a separate notice.
- 18.3.4. Bidders shall acknowledge the receipt of all addenda to the Tender Documents no later than (2) two days as of the receipt of such addenda and shall attach all signed addenda to their Bids.

18.4. Bidders Conference Meeting

- 18.4.1. The Company intends to hold a Bidders conference meeting on **August 8<sup>th</sup>,2019 at 11:00 (Israel Time)**.
- 18.4.2. The purpose of the meeting is to provide a general background on the Services and the Project and to answer questions that may arise among the Bidders. For the avoidance of doubt, it is clarified that any information provided orally during the Bidders conference meeting will not bind the Company, will not constitute any representation and do not contradict the Tender Documents. By participating in the Bidders conference meeting, the Bidder gives its consent to this condition.
- 18.4.3. Participation in the Bidders conference meeting is not mandatory. It is hereby clarified that the Company, at its sole discretion, will be entitled to hold another Bidders conference.

18.5. Alterations

- 18.5.1. The Bidder is not permitted to alter the Tender Documents or any part thereof, other than the completion of those parts that are designated to be completed by the Bidder.

18.5.2. In the event of any alterations of the Tender Documents by any means, including additions or erasing or by any other means, made by a Bidder, irrespective of whether such alterations are inserted into the Tender Documents, contained in a separate document, or conveyed in any other manner whatsoever, the Company may in its sole and absolute discretion: require the Bidder to abandon such alterations or even reject such Bid; or to ignore all or part of such alterations and notwithstanding anything stated to the contrary in the Bid, evaluate such Bid without taking into account such alterations; or to view all or part of such alterations as technical errors. The Company may decide, in its sole and absolute discretion, whether to act or refrain from acting in accordance with any one or more of the alternatives listed above. The Company shall have the sole discretion to apply the above-mentioned alternatives in whole or in part, or in stages, and to treat different alterations in the same Bid or in different Bids differently. A Bidder shall not have the right to claim that there is any binding preferential order which applies to the alternatives, or which restricts the Company from exercising its full discretion. If the Company chooses to proceed with any of the alternatives above, and the Bidder refrains from implementing the Company's decision, the Company may, without derogating from any of its other rights, disqualify the Bid.

18.5.3. In the event that the Company has opted to require the abandonment of the Bidder's alterations and the Bidder refuses to comply with the Company's demand, the Company may disqualify the Bid of such Bidder.

#### 18.6. Budget Approval

The execution of the Project is subject to a budget approval required to be provided to the Company by the State of Israel. In the event that such approval is not granted to the Company or will be cancelled, or in the event that the Total Price Proposal proposed by the Winning Bidder will exceed the approved budget, it is possible that the Company will cancel the Tender or postpone the execution of the Project. By submitting a Bid, the Bidder hereby agrees to the above condition and declares and undertakes that it will not have any argument, demand and/or claim of any kind against the Company and/or the State of Israel and/or anyone on their behalf.

18.7. Without derogating from the above, the Company shall have the right to instruct all Bidders whose Price Proposal were evaluated, to submit an additional improved Price Proposal in the event that all bids received are less favorable to the Company than the Company estimation and/or to cancel the Tender. Bidders hereby forfeit any demand and/or claim of any kind in the event that the Company shall decide to act in such manner.

18.8. For the avoidance of doubt, it is hereby clarified that the Company reserves the right, in its sole and absolute discretion, to publish tender/s in connection with the execution of works that could have been performed in the scope of this tender, or to engage with any other party whatsoever for this purpose, all in accordance with applicable law. By submitting a Bid, the Bidder hereby agrees to the above condition and declares and undertakes that it will not have any argument, demand and/or claim of any kind against the Company and/or the State of Israel and/or anyone on their behalf.

#### 18.9. Cost of Bid Preparation and Submission

Any and all costs and expenses of any nature whatsoever incurred by each Bidder arising from or in connection with participation in the Tender Process (including, without limitation, preparation and submission of their Bids, changes and requests for further clarifications exploration, investigation, testing, translation of documents, issue of licenses and permits required in terms of the Tender Documents) are the sole responsibility of the Bidder and shall be borne entirely and exclusively by the Bidder. The Company will not be responsible or liable for any of these costs or expenses, regardless of the conduct or outcome of the Tender process and even if the Project, in whole or in part, is delayed or cancelled at any point for any reason whatsoever. Bidders acknowledge that they will not be reimbursed by the Company or any third party on its behalf for any costs or expenses so incurred by the Bidders (except for the compensation which the POC Bidder may be entitled to for conducting the POC according to Section 13 above).

The Bidders shall not be entitled to demand, nor shall the Company be liable for, any payment, compensation and/or reimbursement of any costs and expenses as aforesaid, including loss of profit, under any circumstances whatsoever, including in the event of a cancellation of the Tender and/or if the Company decided not to sign the Agreement or not to award the Project to any of the Bidders.

#### 18.10. Language of the Tender Process

18.10.1. The language of the Tender shall be English, including any statements, information and correspondence between the Bidders and the Company. Notwithstanding the foregoing, the Company shall have the right to attach, issue and/or submit, or to permit the attachment, issuance or submission of any statements, information, correspondence and/or any other documents in Hebrew and in such a case the Hebrew version of the document will be the obligating one and any translation made by a Bidder to such document will be on the sole responsibility of such Bidder.

18.10.2. Any documents of any nature whatsoever submitted by the Bidders that are not in English (or Hebrew, if permitted by the Company), shall be accompanied by an English translation thereof, the completeness and accuracy of which shall be certified by a public notary.

18.10.3. In the event of contradictions, inconsistencies or discrepancies between a document and its English translation, the latter shall prevail except documents in Hebrew, as mentioned in Section 18.8.1 above.

#### 18.11. Governing Law, Jurisdiction

This Tender and the Tender Process shall be governed and construed in accordance with the provisions of the Law including the Mandatory Tenders Law 5752-1992 and the Mandatory Tenders Regulations, 5753-1993.

The competent courts in Tel Aviv shall have the sole and exclusive jurisdiction over all issues and disputes arising in connection with the Tender, the Tender Documents and/or the Tender Process to the exclusion of any other courts wherever situated in Israel or abroad.

#### 18.12. Conformity with All Applicable Laws

Each Bidder is assumed to have obtained legal advice. The Bidders and Bids submitted by them shall abide by all applicable laws. Bidders shall be subject to any changes in any of the said laws in the event and to the extent that any such changes are made during the Tender Process.

Itamar Ben Meir,  
C.E.O

**Appendix 1**

**Information about the Bidder**

Bidder's name: \_\_\_\_\_  
Entity registration no.: \_\_\_\_\_  
Entity's Year of incorporation: \_\_\_\_\_  
Bidder's address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Name of Bidder's contact person: \_\_\_\_\_  
Position: \_\_\_\_\_  
Mobile Phone no. \_\_\_\_\_

Names of the Bidder's owners:

Name: _____	ID no.: _____
Name: _____	ID no.: _____
Name: _____	ID no.: _____
Name: _____	ID no.: _____
Name: _____	ID no.: _____

(If the owner is an entity, the names of the owners of this owner should be provided)

Names of the Bidder's authorized signatories:

Name: _____	ID no.: _____
Name: _____	ID no.: _____
Name: _____	ID no.: _____
Name: _____	ID no.: _____
Name: _____	ID no.: _____

Bidder's signature: \_\_\_\_\_

## **Appendix 2**

To  
Ayalon Highways Co. Ltd.  
2<sup>nd</sup> Nim Blvd  
Rishon LeZion

Dear Sir/Madam,

### **Proposal Form**

1. We, the undersigned, having carefully read, studied and understood the instructions of Ayalon Highways Co. Ltd. (hereinafter: the "**Company**") for submission of a proposal, all as described in the Tender Documents (hereinafter: the "**Work**"), including all the conditions and requirements detailed in all the Tender Documents including their appendices (collectively hereinafter: the "**Tender**"), propose hereby to execute the Work for the Company, all as detailed in the Tender and its appendices.
2. We state that our proposal has been prepared in accordance with the Tender, and that we have received and/or been given access to all the documents related to the Tender, and that we have received explanations for everything related to the Tender and to the execution of the Work.
3. If our proposal is accepted, we undertake to sign the attached Agreement for performance of the Work, and not to transfer any of our rights under the said Agreement to any other entity and not to add or enjoin any partner or to establish any other entity for the purpose of enjoying such rights.
4. This proposal, including the price proposal as stated in Appendix 2.1, is irrevocable and cannot be cancelled or modified by us, and will be valid for a period of six (6) months from the last date for submitting proposals. We agree that you will be entitled, but not obliged, to regard this proposal and its acceptance by you as a binding Agreement between you and us. We acknowledge and agree that you will be entitled to conduct any process involving the submission of amended proposals. We are also aware that you will be entitled to cancel the Tender without any obligation.
5. We declare and undertake that in the event that our proposal is accepted, we will fulfill all of the preconditions to the Company's execution of the Agreement as set forth in the Tender.
6. We declare and undertake that if our proposal is accepted, we will execute all of the Work in accordance with all the terms and conditions of the Tender, to your full satisfaction, at the prices detailed in our proposal.
7. Our price proposal is attached hereby in Appendix 2.1 hereto.

The Bidder's name (complete): \_\_\_\_\_

Names and positions of the Bidder's authorized signatories: \_\_\_\_\_

Signatures of the authorized signatories: \_\_\_\_\_

The Bidder's stamp/seal: \_\_\_\_\_ Date: \_\_\_\_\_



**Appendix 2.1**

**To the attention of the Bidder – this Appendix, together with the full and signed Schedules of Prices, must be submitted in envelope No. 2**

To  
 Ayalon Highways Co. Ltd.  
 2<sup>nd</sup> Nim Blvd  
 Rishon LeZion

**Price Proposal**

We, the undersigned, after carefully reading, studying and understanding all of the instructions and requirements of Ayalon Highways Co. Ltd (the "**Company**") as set forth in the Tender Documents of Tender No. 68/19 for a Vehicle Occupancy Detection System, as a turn-key project, hereby offer to execute the Project and the Work in strict accordance with all requirements set forth in the Agreement and in all others Tender Documents, in exchange for the consideration set forth below:

#	Portion of the Consideration	Quantity for Calculation	Price per Unit	Coefficient	Total Cost
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D=A*B*C</b>
1	Consideration for System Development (fixed and one-time payment. Optional, for the Bidder discretion)	1.2		1	
2	One time Consideration for licenses and rights to use the System during the Term of the Agreement	1,000		1	
3		9,000		1	
4	Annual Consideration for the provision of the Services <b>per Basic Stage User (up to 1,000 Users)</b>	1,000		10	
5	Annual Consideration for the provision of the Services <b>per Optional Stage User (up to 9,000 Users)</b>	9,000		10	
6	Total Price Proposal – sum of Column C	X	X	X	

**All prices listed above are in New Israeli Shekel and shall not include Value Added Tax (VAT).**

The Bidder's name (full): \_\_\_\_\_

Names and positions of the Bidder's authorized signatories: \_\_\_\_\_

Signatures of the authorized signatories: \_\_\_\_\_

The Bidder's stamp/seal: \_\_\_\_\_ Date: \_\_\_\_\_

## **Appendix 3**

### **Bidder's Representation**

We, the undersigned, having carefully read, studied and understood the instructions of the Tender Documents, whether such documents were attached or not attached to the Tender, hereby represent and declare as follows:

1. We hereby represent that we have understood all that is stated in the Tender Documents and have submitted our proposal accordingly. We have carefully studied and examined all that is stated in the Tender Documents, and reviewed all the requirements, conditions and circumstances, both physical and legal, that may affect our proposal or execution of the Work. We consent to all that is stated in the Tender Documents and confirm and undertake that we will not make any claims or demands based on lack of knowledge and/or lack of understanding, and we hereby irrevocably and unconditionally waive in advance any such claims. Without derogating from the generality of the above, we are aware and agree that by submitting our proposal we explicitly waive as aforesaid any claim of any kind or nature with regard to incompatibility and/or deviation of any kind whatsoever from the terms and conditions of the Tender and/or from the terms of any law.
2. We hereby represent that we meet all the conditions required by the Tender, and that our proposal meets all the requirements set out in the Tender Documents, and we undertake to execute the obligations and undertakings strictly in accordance with the terms and conditions of the Tender Documents, including the Agreement attached thereto.
3. We represent that we are aware that the execution of the Work pursuant to the Tender Documents requires maintaining confidentiality in all matters relating to information that is disclosed to us, and adhering to the highest level of trust and reliability, and we undertake to fulfill the provisions of the Tender Documents and to fulfill all our undertakings hereunder faithfully and loyally, while meticulously adhering to the provisions of any law. We acknowledge that we are not entitled to transfer any information that comes to our knowledge or into our possession as a result of our participation in this Tender to any third party, or make any use of it whatsoever other than solely for the purpose of this Tender.
4. We hereby represent that this proposal is submitted without any connection to and/or coordination with other Bidders, and that we have not disclosed the details of our proposal to any other participants in the Tender.
5. We represent that our proposal is included among the objectives and authorizations set forth in the corporate documents of the submitting entity, and that we are entitled to sign this proposal on behalf

of such submitting entity, and that there is no impediment under any law or agreement to us signing this proposal.

6. We declare and undertake that if our proposal is accepted, we shall execute all of the Work in strict accordance with all the terms and conditions of the Tender, and to your full satisfaction, at the prices detailed in our proposal.

---

date

---

Bidder's Signature

**Appendix 4**

To: Ayalon Highways Co. Ltd.

**Re: Tender No. 68/19 for a Vehicle Occupancy Detection System (the "Project")**

I the undersigned, \_\_\_\_\_ (name of the attorney to be inserted), as the attorney of \_\_\_\_\_ (name of the Bidder to be inserted) ("**Bidder**") hereby confirm that:

- The signing of the Agreement and the execution of the Project according to the Agreement is included in the corporate power and authority of the Bidder pursuant to its charter documents.
- The names of the directors, C.E.O and C.F.O are as follow:

Name	Title (Director / C.E.O / C.F.O)

- The person/s who signed the Bid (including in the Tender Documents) on behalf of the Bidder are fully authorized to do so by the Bidder in accordance with its charter documents and applicable law and that their signature binds the Bidder.

\_\_\_\_\_  
Name of the attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stamp & signature

The attorney statement above may be provided in the form of a separate letter, on the attorney's / auditor's letterhead, provided that the text will remain the same.

**Appendix 5**

**[Applies only to legal entities incorporated in Israel or registered Foreign Company As the term is defined in the Companies Law, 5759-1999]**

**תצהיר**

**בדבר העסקת עובדים זרים כדין ותשלום שכר מינימום לפי חוק עסקאות גופים ציבוריים, תשל"ו-1976**

אני הח"מ, מר/גב' \_\_\_\_\_, נושא/ת ת.ז. שמספרה \_\_\_\_\_, לאחר שהוזהרתי כי עלי להצהיר את האמת וכי אהיה צפוי/ה לעונשים הקבועים בחוק אם לא אעשה כן, מצהיר/ה בזאת בכתב כדלקמן:

1. אני הוסמכתי כדין על ידי \_\_\_\_\_ (להלן: "המציע") לחתום על תצהיר זה בתמיכה להצעה למכרז מס' 36/17 לתכנון, רכישה, התקנה, אינטגרציה, הדרכה, תמיכה ותחזוקה של מערכת לזיהוי אוטומטי של מספר נוסעים ברכב שפורסם על ידי נתיבי אילון בע"מ (להלן: "המכרז").

2. הנני מצהיר כי מתקיים במציע אחד מאלה:

(א) המציע ובעל זיקה אליו לא הורשעו בפסק דין חלוט בעבירה לפי חוק עובדים זרים.

(ב) עד למועד האחרון להגשת הצעות במכרז לא הורשעו המציע ובעל זיקה אליו בפסק דין חלוט ביותר משתי עבירות לפי חוק עובדים זרים.

(ב) אם המציע או בעל זיקה אליו הורשעו בפסק דין חלוט בשתי עבירות או יותר לפי חוק עובדים זרים - כי חלפה לפחות שנה אחת מן ההרשעה האחרונה ועד המועד האחרון להגשת הצעות.

3. הנני מצהיר כי מתקיים במציע אחד מאלה:

(א) המציע ובעל זיקה אליו לא הורשעו בעבירה לפי חוק שכר מינימום.

(ב) עד למועד האחרון להגשת הצעות במכרז לא הורשעו המציע ובעל זיקה אליו בפסק דין חלוט ביותר משתי עבירות לפי חוק שכר מינימום.

(ג) אם המציע או בעל זיקה אליו הורשעו בפסק דין חלוט בשתי עבירות או יותר לפי חוק שכר מינימום - כי חלפה לפחות שנה אחת מן ההרשעה האחרונה ועד המועד האחרון להגשת הצעות.

לעניין סעיפים 2 ו-3 לעיל:

"אמצעי שליטה", "החזקה" ו"שליטה" - כמשמעותם בחוק הבנקאות (רישוי), התשמ"א-1981;

"בעל זיקה" - כל אחד מאלה:

(1) חבר בני אדם שנשלט על ידי הספק;

(2) אם הספק הוא חבר בני אדם, אחד מאלה: (א) בעל השליטה בו; (ב) חבר בני אדם שהרכב בעלי מניותיו או שותפיו, לפי העניין, דומה במהותו להרכב כאמור של הספק, ותחומי פעילותו של חבר בני האדם דומים במהותם לתחומי פעילותו של הספק; (ג) מי שאחראי מטעם הספק על תשלום שכר העבודה;

(3) אם הספק הוא חבר בני אדם שנשלט שליטה מהותית - חבר בני אדם אחר, שנשלט שליטה מהותית בידי מי ששולט בספק

"הורשע", בעבירה - הורשע בפסק דין חלוט בעבירה שנעברה אחרי יום כ"ה בחשון התשס"ג (31 באוקטובר 2002);

"חוק עובדים זרים" - חוק עובדים זרים (איסור העסקה שלא כדין והבטחת תנאים הוגנים), התשנ"א-1991.

"חוק שכר מינימום" - חוק שכר מינימום, התשמ"ז-1987;

"שליטה מהותית" - החזקה של שלושה רבעים או יותר בסוג מסוים של אמצעי שליטה בחבר בני האדם;

4. זה שמי, זו חתימתי, ותוכן תצהירי דלעיל אמת.

\_\_\_\_\_  
חתימת המצהיר/ה

**אישור**

אני הח"מ \_\_\_\_\_, עורך דין, מרחוב \_\_\_\_\_, מאשר/ת בזאת כי ביום \_\_\_\_\_ הופיעה במשרדי מר/גב' \_\_\_\_\_, המוסמך לחתום מטעם המציע, ושזיהה עצמו באמצעות ת.ז. שמספרה \_\_\_\_\_, ואחרי שהוזהרתי/ה כי עליו/ה להצהיר את האמת וכי יהיה צפוי לעונשים הקבועים בחוק אם לא יעשה כן, אישר את נכונות הצהרתו דלעיל וחתם עליה בפני.

\_\_\_\_\_  
חתימה וחותמת עו"ד

## תצהיר

### בדבר ייצוג הולם לאנשים עם מוגבלות

#### לפי חוק עסקאות גופים ציבוריים, תשל"ו-1976

אני הח"מ, מר/גב' \_\_\_\_\_, נושא/ת ת.ז. \_\_\_\_\_, שמספרה \_\_\_\_\_, לאחר שהוזהרתי כי עלי להצהיר את האמת וכי אהיה צפוי/ה לעונשים הקבועים בחוק אם לא אעשה כן, מצהיר/ה בזאת בכתב כדלקמן:

1. אני הוסמכתי כדין על ידי \_\_\_\_\_ (להלן: "המציע") לחתום על תצהיר זה בתמיכה להצעה למכרז מס' 36/17 לתכנון, רכישה, התקנה, אינטגרציה, הדרכה, תמיכה ותחזוקה של מערכת אוטומטית לזיהוי תפוסת רכב שפורסם על ידי נתיבי איילון בע"מ (להלן: "המכרז").
2. הנני מצהיר ומאשר כי הוסברה לי וכי אני מבין את משמעותו של סעיף 9 לחוק שוויון זכויות לאנשים עם מוגבלות, התשנ"ח-1998 (להלן: "חוק שוויון זכויות").
3. הנני מתחייב להעביר העתק מתצהיר זה למנהל הכללי של משרד העבודה והרווחה והשירותים החברתיים בתוך 30 ימים ממועד התקשרותי עם נתיבי איילון בע"מ.
4. יש לסמן X במשבצת המתאימה:  
 הוראות סעיף 9 לחוק שוויון זכויות אינן חלות על המציע.  
 הוראות סעיף 9 לחוק שוויון זכויות חלות על המציע והוא מקיים אותן.  
 במידה והמציע מעסיק 100 עובדים לפחות עליו להתחייב כדלקמן:  
המציע מתחייב לפנות למנהל הכללי של משרד העבודה והשירותים החברתיים לשם בחינת יישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, ובמידת הצורך – לשם קבלת הנחיות בקשר ליישומן.  
 במידה והמציע מעסיק 100 עובדים לפחות והמציע התחייב בעבר לפנות למנהל הכללי של משרד העבודה והרווחה והשירותים החברתיים לשם בחינת יישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, המציע מצהיר כי פנה כנדרש ממנו ופעל ליישומן של הנחיות, במידה וניתנו לו.
5. זה שמי, זו חתימתי, ותוכן תצהירי דלעיל אמת.

\_\_\_\_\_  
חתימת המצהיר/ה

### אישור

אני הח"מ \_\_\_\_\_, עורך דין, מרחוב \_\_\_\_\_, מאשר/ת בזאת כי ביום \_\_\_\_\_ הופיע/ה במשרדי מר/גב' \_\_\_\_\_, המוסמך לחתום מטעם המציע, ושזיהה עצמו באמצעות ת.ז. \_\_\_\_\_ שמספרה \_\_\_\_\_, ואחרי שהוזהרתי/ה כי עליו/ה להצהיר את האמת וכי יהיה צפוי לעונשים הקבועים בחוק אם לא יעשה כן, אישר את נכונות הצהרתו דלעיל וחתם עליה בפני.

\_\_\_\_\_  
חתימה וחותמת עו"ד

**Appendix 6**

**Bidder's Statement**

In addition to all obligations and restrictions applicable by law, including the Penalty Law - 1977, the Bidder and each of its representatives undertake and declare hereby as follows:

1. Not to offer and / or to provide and / or to receive, directly or indirectly, any benefit and / or money and / or anything of value to influence, directly and / or indirectly, the decision and / or act and / or omission of Ayalon Highways Co. Ltd ("Ayalon Highway" ) and / or any officer and / or employee of Ayalon Highway and / or Ayalon Highway representatives and / or any other party in connection with the Tender process and / or any Agreement / order arising therefrom.
2. Not to solicit and / or collaborate, directly and / or indirectly, with any officer and / or employee of Ayalon Highway and / or its representatives and / or anyone on its behalf and / or any other party to accept confidential information associated with the Tender process and / or any Agreement / order then arising from it.
3. Not to solicit and / or collaborate, directly and / or indirectly, and / or employee of Ayalon Highway and / or its representatives and / or anyone on its behalf and / or any other party to set prices artificially and / or non-competitively.
4. That they did not act contrary to paragraphs 1-3 above in this Tender.

In the event that a reasonable suspicion shall arise that the Bidder, or any of its representatives acted contrary to paragraph 1 above, Ayalon Highway reserves the right, in its sole discretion, not to include the Bidder in the Tender process and / or in any other proceeding and / or not to accept its proposal and / or cancel at any time its award in the Tender and / or cancel at any time the Agreement / order.

It is the sole responsibility of the Bidder to inform its shareholders, directors, officers, employees, Subcontractors, representatives, agents and any other third party acting on its behalf about the contents of this document.

\_\_\_\_\_

Name of the signatory                      Name of the Bidder                      Date

**Confirmation by an attorney**

I, the undersigned, \_\_\_\_\_, (name of the attorney to be inserted), as the attorney of \_\_\_\_\_ (name of the Bidder to be inserted) ("**Bidder**") hereby attest and confirm that Mr./Mrs. \_\_\_\_\_ who signed this affidavit is authorized under the charter documents of the Bidder and applicable law to do so on behalf of the Bidder.

\_\_\_\_\_

Name of the attorney                      Date                      Stamp & signature

**Appendix 7**

(To be completed and signed by an independent attorney / auditor of the Bidder)

To: Ayalon Highways Co. Ltd.

I the undersigned, \_\_\_\_\_ (name of the attorney / auditor to be inserted), as the attorney / auditor of \_\_\_\_\_ (name of the Bidder to be inserted) ("**Bidder**") hereby declare, attest and confirm that the Bidder is not in administration, receivership, liquidation, bankruptcy or winding up and there are no pending applications or petitions with respect thereto and it is not insolvent.

_____	_____	_____
Name of the attorney / auditor	Date	Stamp & signature

The attorney / auditor statement above may be provided in the form of a separate letter, on the attorney's / auditor's letterhead, provided that the text will remain the same.



**Appendix 8**

**Affidavit**

**Demonstration of the Bidder's compliance with the Pre-Qualification Requirements of Section 4.2 of the Tender and Evaluation of the Quality of the Bid**

**[The Bidder is not permitted to alter any part of this affidavit, other than the completion of those parts that are designated to be completed by the Bidder. Any request for alteration must be pre-approved in writing by the Company pursuant to Section 18.2 of the Tender]**

I, the undersigned, \_\_\_\_\_, ID / Passport No. \_\_\_\_\_, hereby declare, attest and confirm as follows:

1. I serve as the \_\_\_\_\_ (insert position) of \_\_\_\_\_ (name of the Bidder to be inserted) (the "**Bidder**") and I am legally authorized to give this affidavit on its behalf as part of the Bidder's Bid for Tender No. 68/19 for a Vehicle Occupancy Detection System.
2. The Bidder by itself or by a Related Entity or by the System Manufacturer, is fully in compliance with the requirements set forth below:
  - 2.1 It is the owner of, or holds, a perpetual, irrevocable, license for the entire Agreement term including the option and warranty terms for all rights, including all intellectual property rights (IP), in the software and hardware components (if applicable) of the System that is proposed in the Bid and has the right to assign such rights to the Company in accordance with the Agreement.
  - 2.2 The proposed System complies with the requirements set forth in section 2.2.1 / 2.2.2 below:  
*[Please mark the relevant section]*
    - 2.2.1 The proposed System is implemented in at least one project that meets all the following requirements:
      - 2.2.1.1 The project contained at least 1,000 vehicles in which the proposed System was installed in.
      - 2.2.1.2 The duration of the project was at least 6 months.
      - 2.2.1.3 As part of the project, at least 5,000 reports were made from vehicles in which the proposed System was installed in.
      - 2.2.1.4 As part of the project, the proposed System has automatically detected vehicle occupancy while meeting at least two of the accuracy parameters included in the definition of the term Accuracy.

**- OR -**

2.2.2 The proposed System has completed at least one feasibility study, and the performance and results of which are backed up in writing by a Relevant Authority.

The feasibility study presented will meet all the following requirements:

2.2.2.1 The feasibility study was performed in the five years preceding the Final Bid Submittal Date.

2.2.2.2 The feasibility study contained at least 5,000 vehicles.

2.2.2.3 As part of the feasibility study, a Relevant Authority has confirmed that the proposed System has automatically detected vehicle occupancy while meeting at least two of the accuracy parameters included in the definition of the term Accuracy.

3. The Bidder's experience in previous projects, as stated in section 2.2.1 above, is as detailed below:

No.	The name of the project and its location	Description of the project	Name of the customer and contact details of customer's contact person	Date of commencement and completion of the project	Date of commencement of the operation of the System	The system met at least two of the accuracy parameters included in the definition of the term Accuracy	No. of vehicles and reports were made from vehicles in the project
1.							
2.							
3.							
4.							
5.							

4. The Bidder's experience in feasibility studies, as stated in section 2.2.2, is as detailed below:

No.	The name of the study and its location	Description of the study	Name of the authority and contact details of authority's contact person	Date of commencement and completion of the study	Date of commencement of the operation of the System	The system met at least two of the accuracy parameters included in the definition of the term Accuracy	No. of vehicles contained in the study
1.							
2.							
3.							
4.							
5.							

- Number of lines is for illustration purposes only. Bidder may add additional lines / papers as necessary.
- **Definitions:** The words and expressions in this affidavit shall bear the same meaning as ascribed in the Tender Documents.
- The Bidder may attach to this affidavit approvals and/or documents that demonstrate the compliance with the pre-qualification requirements and in order to examine and evaluate the quality of the Bidder and the Bid.
- In the event that the Bidder wishes to demonstrate compliance with the Pre-Qualification Requirements set forth in Section 4.2.2.2 above, the Bidder must attach to its affidavit approval from the Relevant Authority attesting to the Bidder's compliance with all the elements of the Pre-Qualification Requirements set forth in Section 4.2.2.2 above.

5. The Accuracy of the proposed System in the projects or feasibility studies presented above is (average of all projects or feasibility studies presented by the Bidder):

\_\_\_\_\_ % False Positive Percentage;

\_\_\_\_\_ % False Negative Percentage;

\_\_\_\_\_ % Total System Accuracy Percentage.

as described in the document attached to this affidavit and marked as Exhibit A.

- The Bidder is required to attach a document detailing the System performance and accuracy levels in respect to each project or feasibility study presented by the Bidder.

6. I declare that this is my name, this is my signature and that the content of my affidavit is true.

\_\_\_\_\_  
Signature of declarant

\_\_\_\_\_  
Date

**Confirmation by an attorney**

I, the undersigned, \_\_\_\_\_, (name of the attorney to be inserted), as the attorney of \_\_\_\_\_ (name of the Bidder to be inserted) ("**Bidder**") hereby attest and confirm that Mr./Mrs. \_\_\_\_\_ who signed this affidavit is authorized under the charter documents of the Bidder and applicable law to do so on behalf of the Bidder.

\_\_\_\_\_  
Name of the attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stamp & signature

**Appendix 9**

**System Manufacturer Undertaking**

**[To be completed by the System Manufacturer or Related Entity that demonstrated compliance with the Professional Pre-Qualification Requirements (If Applicable)]**

**[The System Manufacturer is not permitted to alter any part of this affidavit, other than the completion of those parts that are designated to be completed by the System Manufacturer. Any request for alteration must be pre-approved in writing by Company pursuant to Section 18.2 of the Tender]**

To: Ayalon Highways Co. Ltd.

**Re: Tender No. 68/19 for a Vehicle Occupancy Detection System (the "Project")**

All capitalized terms not defined herein shall have the meaning attributed to them in the Tender Documents.

1. We, the undersigned, \_\_\_\_\_, serve as the \_\_\_\_\_ (insert position) of \_\_\_\_\_ (name of the System Manufacturer to be inserted) (the "**System Manufacturer**") and I am legally authorized to issue this Undertaking on its behalf, as part of the Bid submitted by \_\_\_\_\_ (name of the Bidder to be inserted) (the "**Bidder**"), pursuant to the Tender Documents.

We, hereby warrant, represent, covenant, and guarantee all of the following:

2. We are duly organized and validly existing under the laws of \_\_\_\_\_, which is an Authorized State (as defined in the Tender Documents).
3. We execute this document as part of the materials comprising the Bid documents of the Bidder for the Project.
4. We have received and diligently read and reviewed the Tender Documents relevant to us, and consent to of the terms and conditions set forth therein. We further declare that we agree to all the provisions in the Tender Documents pertaining to System Manufacturer. We warrant that the part in the Bid pertaining to us is accurate, complete and up-to-date at time of submission, in accordance with the requirements of the Tender Documents all attachments thereto and in the System Manufacturer's best professional judgment.
5. In the event that the Bidder will be declared as the Winning Bidder, we warrant and guarantee, in respect to the part in the Bid pertaining to us, to assist and support the Bidder throughout the Term of the Agreement, including without limitation, providing of licenses, services, knowledge and spare parts, as necessary.
6. In the event that the Bidder fails to perform any of its obligations under the Agreement and/or under any of the other Tender Documents, as may be required, and transfer the services to that the new supplier in an orderly manner and as quickly as possible, in order to continue the Project.
7. We acknowledge that our obligations above shall not derogate from the right of the Company to make claims against us and the Bidder, jointly or severally.
8. The Laws of the State of Israel shall apply to this undertaking, its interpretation and the rights and undertakings of the System Manufacturer and any other parties hereunder and any matter relating thereto or deriving there from.

9. The address of the undersigned shall be c/o the Bidder and the Bidder shall be authorized to accept notices and legal documents for us and on our behalf.
10. We understand that the submission of this Bid shall not be deemed in any way to create an obligation on the part of the Tender Committee to declare the Bidder the Winning Bidder; that the Tender Committee has the unfettered right to reject any or all Bid submissions; to request additional information from the Bidder or other parties including from us; to cancel or modify the Tender Documents at any time and to negotiate with any or all Bidders.
11. The part in the Bid pertaining to us has not been prepared in collusion with any other Bidder participating in the Tender process, or with any affiliate thereof.
12. We are legally entitled to use and transfer all information, know-how, trade secrets, patents and other intellectual property contained in our part of the Bid.
13. We undertake to keep confidential all information, whether written or oral, concerning the Tender process which we receive or obtain as a result of the information supplied in the Tender Documents, or in discussions relating thereto.
14. We shall not make or submit any claim, suit, or action based on or arising out of, whether directly or indirectly, any misunderstanding or lack of knowledge with regard to any term or provision of the Tender Documents, and we hereby, irrevocably and without exception, waive any such claim, suit or action.
15. There are no conflicts of interest between any of our current engagements or activities.
16. We undertake that we shall remain committed to this Bid throughout the Tender process; as such Bid may be amended or renewed according to the authority of the Tender Committee.
17. We acknowledge and agree that all costs arising from or related to the submission of our part of the Bid including, without limitation, our review of all of the relevant Tender Documents, shall be borne solely and entirely by us and the Bidder and that we shall have no claim, suit or cause of action with regard to any such costs.
18. A breach of any of the undertakings, agreements or representations in part or entirety will constitute a cause for the disqualification of the Bid.
19. This undertaking shall be considered a contract in favor of a third party, as defined in the Israeli Contracts Law (General Part), 1973.

IN WITNESS WHEREOF, the parties hereto have executed this undertaking.

**The System Manufacturer**

_____ Name of the Signatory	_____ Signature	_____ Date
_____ Name of the Signatory	_____ Signature	_____ Date
_____ Name of the Signatory	_____ Signature	_____ Date

**Confirmation by an attorney**

I, the undersigned, \_\_\_\_\_, (name of the attorney to be inserted), as the attorney of \_\_\_\_\_ (name of the System Manufacturer to be inserted) ("**System Manufacturer**") hereby attest and confirm that Mr./Mrs. \_\_\_\_\_ who signed this System Manufacturer Undertakings is/are authorized to sign under the charter documents of the System Manufacturer and applicable law to do so on behalf of the System Manufacturer, and to commit the System Manufacturer for all purposes and intents of the above stated System Manufacturer Undertakings.

_____ Name of the attorney	_____ Date	_____ Stamp & signature
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**The Bidder**

_____ Name of the Signatory	_____ Signature	_____ Date
_____ Name of the Signatory	_____ Signature	_____ Date
_____ Name of the Signatory	_____ Signature	_____ Date

**Confirmation by an attorney**

I, the undersigned, \_\_\_\_\_, (name of the attorney to be inserted), as the attorney of \_\_\_\_\_ (name of the Bidder to be inserted) ("**Bidder**") hereby attest and confirm that Mr./Mrs. \_\_\_\_\_ who signed this System Manufacturer Undertakings is/are authorized to sign under the charter documents of the Bidder and applicable law to do so on behalf of the Bidder, and to commit the Bidder for all purposes and intents of the above stated System Manufacturer Undertakings.

_____ Name of the attorney	_____ Date	_____ Stamp & signature
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