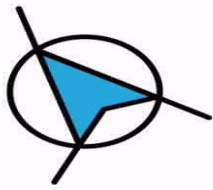


E-Tender (Online) No. 20/24

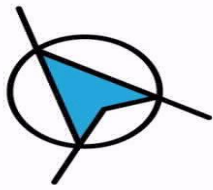
To provide detailed characterization, development and maintenance services for a system for planning public transport services for Ayalon Highways Co. Ltd

Updated Version: May 2020

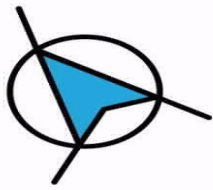


## 1. Preamble

- 1.1 Ayalon Highways Co. Ltd. (hereinafter: "**The Company**" or "**Ayalon Highways**") hereby invites the receipt of proposals for agreeing to provide detailed characterization, development, and maintenance services for an advanced system for the planning of a public transport network in Israel, with an emphasis on buses, service lines, wheeled mass transit systems and SOD service.
- 1.2 The system will integrate all the relevant data bases for high-quality and efficient planning and will be based on input data from a variety of sources, integrate system learning capabilities for planning to utilize an artificial intelligence module (AI) to assess design outcomes and assist the Ministry of Transport and the National Public Transport Authority in deciding in favor of the optimal alternative (hereinafter: "**The Planning System**").
- 1.3 The planning system will serve, among others, the following entities:
  - 1.3.1 The Nation Public Transport Authority - macro aspects, approval of all plans and modifications, evaluating the quality and efficiency of the bus line system at the route, areas, and specific line level until that of the individual line level.
  - 1.3.2 Master plan divisions in the ministry's executional companies - macro aspects, execution of individual planning.
  - 1.3.3 Various entities involved in the approval of changes in the public transport network - Netivei Israel - the National Transportation Infrastructure Co. Ltd, NTA - Metropolitan Mass Transit System Ltd, Ayalon Highways, and local municipalities, and more.
  - 1.3.4 Traffic and public transportation planners on behalf of the entities mentioned above - for preparing planning outcomes for public transport services.
  - 1.3.5 Additional transportation planners- during physical planning of urban areas, *inter alia*, assistance in determining the layout of streets, the location of bus stops in the area, and designing accessibility to the stations.
- 1.4 Ayalon Highways is a government corporation as defined in Regulation 3(d) of the Mandatory Tenders Regulations, 5753-1993, engaged primarily in the management, planning, and execution of infrastructure and transportation projects, as the operational arm of the Ministry of Transport and Road Safety (hereinafter: "**Ministry of Transport**"), local municipalities, and other various public bodies.



- 1.5 Since its establishment, Ayalon Highways has accumulated extensive engineering and management experience in wide-scale, complex metropolitan and urban projects, and today is one of the leading companies in planning and executing projects in the field of infrastructure and transportation in the State of Israel.
- 1.6 As part of its roles, Ayalon Highways is executing the advancement and promotion of planning and execution procedures in the field of the nation's public transportation for the National Public Transport Authority. Among the various issues, the National Public Transport Authority is interested in examining the deployment of bus lines in Israel, and execute planning for a bus network.
- 1.7 **Planning system objectives**
- 1.7.1 **A knowledge-based, decision-supportive central planning environment** that will be utilized for the planning of public transportation services in the State of Israel will combine quality parameter based tools for analysis and planning in a wide variety of aspects and skills of computational learning (AI), and enable production and sharing of outcomes with planning processes partners.
- 1.7.2 **A central, comprehensive, current, available, improved, integrated and multi-dimensional database** that pools all the relevant data required for planning public transportation services in Israel, with an emphasis on wheeled transportation.
- 1.7.3 Managing public transportation system **service metrics** at their various levels, starting from the national level until the level of the individual line and activation of measurement and control processes.
- 1.7.4 **Support for decision-making processes** - providing tools for management, control, and insightful analysis that will assist the Authority's management in reaching information-based decisions.
- 1.8 Without any representation or commitment on behalf of the Company or its behalf, as of the date of publication of the Tender, the Company estimates that for the purpose of providing the basic services, a budget authorization of up to NIS 1.5 million will be allocated, subject to the Company's needs approval from the Ministry of Transport. For the avoidance of doubt, it is clarified that the above amount constitutes solely a general assessment, which is not binding and may vary, and the Bidders may not rely on the foregoing in this section.
- 1.9 **The Objective of the Tender**

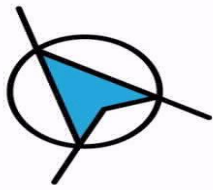


Ayalon Highways' objective in this Tender is to contract with a Bidder, who will comply with the threshold conditions set for the Tender, and that has proven knowledge and experience in the field of the services required as part of this Tender (hereinafter: "**Service Provider**" or "**Winning Bidder**").

#### 1.10 **Definitions**

For purposes of this tender, the terminology herein will be as defined in the meanings next to each term:

- "The Company"/"Ayalon Highways"** - Ayalon Highways Co. Ltd;
- "The Tender"** - This tender issued by Ayalon Highways, all of its appendices, documents and updates and the clarifications attached to it;
- "The Agreement"** - The agreement that will be signed by Ayalon Highways with whom will be declared as the winner of the Tender drafted as **Document B'** and attached to the Tender documents.
- "The services."** - Detailed characterization services, development of models, and planning system maintenance, according to the specifications listed in Section 1.7 below, and the Tender documents.
- "Bidder"** - Whoever submits a proposal to the tender;
- "The Winning Bidder" or "The Supplier"** - He/she whose bid was declared the winning bid in the Tender, and with whom an Agreement was signed.
- "Core Product"** - A technological platform intended for gathering transportation information and its analysis as proposed by the Bidder, and compliant with the threshold conditions in Section 3 herein.
- "Manufacturer"** - Owner of the intellectual property rights (IP) in the core product.



- “The Planning System” or the “The System”**

- A technological platform, based on a core product and Supplemental Tools that will serve to incorporate all the relevant information for high-quality and efficient planning and will be based on input data from a variety of sources, integrate system learning capabilities to plan to utilize an artificial intelligence module (AI) to assess design outcomes and assist the Ministry of Transport and the National Public Transport Authority in deciding in favor of the optimal alternative.
- “Basic Information Sources”**

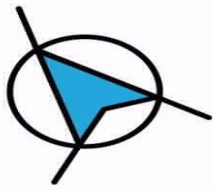
- Existing data bases in the initial phase will be used to create a database of the planning system, as detailed in the technical specifications document (Document C’ of the Tender documents).
- “Additional Information Sources”**

- Additional, data bases beyond the basic information sources.
- “Service Metrics”**

- Metrics for examining the quality of public transportation services attached as Document C’ of the Tender.
- “Provisions for the Planning and Operation of Public Bus Transportation Services”**

- Provisions of the National Public Transport Authority as detailed in the link: [https://www.gov.il/he/departments/general/planning\\_and\\_operation\\_of\\_a\\_public\\_bus\\_service](https://www.gov.il/he/departments/general/planning_and_operation_of_a_public_bus_service)
- “Ayalon Highway Fees”**

- The Ayalon Highways fee for contracting with external service providers as published on the Ayalon Highways website, and as updated periodically.



1.11.1 The planned timetables for the proceedings are as follows:

Publication of the Tender	- 10.5.2020
Bidders meeting	- 25.5.2020 no later than 11:00
The deadline for clarification questions	- 8.6.2020 no later than 12:00
The deadline for quote submission	- 25.6.2020 no later than 12:00

1.15.1 The Company is entitled, at any time and at its sole discretion, to alter the procedural timetable, in a notification to be published on the Company's website.

## **2. The Required Services**

### **2.1 General**

2.1.1 Without derogating from the said Tender documents, particularly the required specifications attached as Document C' (the Technical Specifications Document), the following is a description of the tendered services.

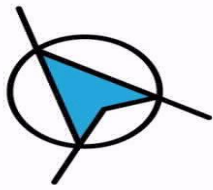
2.1.2 It is clarified that the provisions of this Section 2 below are solely a concise description and that the definition of the services required from the Bidder, including the objectives, needs, and functional and technical characterization of the system and the modules contained therein, is specified in the Specification of services attached as Document C' of the Tender Documents (above and below: "**Requirements Document**").

2.1.3 The tendered services will include two phases as detailed herein:

(1) The Basic Services - In the first phase, the winning Bidder of the Tender will be required to perform a detailed characterization of the planning system as well as construct a prototype planning system.

(2) The Optional Services - In the second phase, insofar as the Company will at its sole discretion Proceed to the next level to implement, the Supplier will be required to execute a full-scale development of the planning system based on the detailed characterization as well as provide licensing and maintenance services for the planning system.

### **2.2 The Basic Services**



The Supplier will be required to grant during the first phase all of the following services (and all as detailed in the Requirements Document):

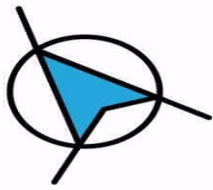
- 2.2.1 Prepare a detailed characterization document defining the service metrics (hereinafter: “**The Characterization Document**”).
- 2.2.2 Prepare an implementation document for the realization of the proposed planning system
- 2.2.3 **Building a Prototype:** A preliminary implementation of the planning system that will contain a planning process for a skeletal urban network of the City of Beersheva, and line/station planning.
- 2.2.4 **Preparing a Final Report for this Phase that Includes:**
  - (1) Preparation of an updated Technical Specifications document including detailed definitions of the service metrics.
  - (2) Full documentation of the characteristics document.

### 2.3 **Optional Services:**

The Company reserves the right to order from the winning bidder, at its sole discretion, in addition to the basic services, optional services as well. Should the Company decide to implement this phase, the Supplier will be required to supply full-scale development services of the planning system, its assimilation, and maintenance.

The optional services in this phase will include inter alia:

- 2.3.1 Purchase of all the planning system’s components and supply of all the licensing required for its operation.
- 2.3.2 Any Software development required to develop the Planning System based in the detailed characterization document.
- 2.3.3 The planning system’s installation in a designated environment.
- 2.3.4 Establishment of a development and testing environment.
- 2.3.5 Performance of planning system acceptance tests.
- 2.3.6 Planning system assimilation and execution of end-user training.
- 2.3.7 Maintenance services.
- 2.3.8 Purchase of additional sources of information (should any purchase be required).
- 2.3.9 Additional training.



- 2.3.10 Professional services to the Company in all areas related to the tendered services.
- 2.3.11 Additional services and developments not mentioned expressly above, arising and related by nature of their quality and the nature of the tendered services.

## 2.4 Personnel

- 2.4.1 For the provision of the basic services, the Winning Bidder, will provide, in addition to the transportation planner as defined in Section 3.7 herein, additional personnel, who meet at least, the specifications detailed in the Technical Specifications document that will provide all the services relating to their area of expertise as will be required from time to time by the Company.

Should the Company exercise the optional services phase - a determination will be made concerning the scope of the staff on behalf of the winning bidder in the framework of the characterization document and will be defined in the competitive referral phase (if so exercised), as detailed in Section 2.5.3 below.

- 2.4.2 For the avoidance of any doubt, it is clarified that all of the specifications detailed in the Technical Specifications document are indeed a minimum specification imposed upon the winning bidder, which in no way exempts him from the fulfillment of said obligations according to the Tender Documents. It does not constitute a full or exhaustive description of the number of staff personnel, their duties, roles, and obligations, and as such, the detailed specifications above are not to be viewed as a representation by which these personnel is sufficient to meet the obligations as mentioned above.
- 2.4.3 If in the opinion of the winning bidder there is a need to hire additional personnel or complete beyond the personnel listed herein, the winning bidder will take the necessary to hire the stated personnel as a means of ensuring his full compliance with its obligations, and all in the framework of the consideration proposed by him in his bid to the Tender.
- 2.4.4 It is clarified that the winning bidder will assign the personnel for the provision of services during any stage of the phases of the Agreement and as will be required for the optimal management of the project and the provision of services to the satisfaction of the Company.
- 2.4.5 All the direct personnel on behalf of the winning bidder under this agreement will be approved a priori and in writing by the Company, and will begin their work after receiving the said approval, as per the schedule that will be set by and in coordination with the Company, and will engage



the provision of services for the length of the period to be determined by the Company.

- 2.4.6 It is clarified that the Company is entitled not to approve an individual(s) of the proposed personnel staff for any reasonable reasons, and according to all law, and the Bidder will be required to assign an alternate staff person, who meets the terms of the Tender to the satisfaction of the Company, and this within seven days from the date of the Company's notification concerning non-approval of the propose staff member as stated.
- 2.4.7 Without derogating from the foregoing and the provisions of the contract agreement, Ayalon Highways may require the replacement of any of the staff employed in the provision of the services, as well as any additional and/or other requirements which will ensure the provision of the services properly and worthily, all in its sole discretion.
- 2.4.8 **Participation of staff personnel in one bid only: It is hereby clarified that each one of the staff personnel is entitled to be included in the bid of no more than a single Bidder.**

2.5 **The Consideration for the Required Services**

Subject to execution of all the required services detailed in the tender documents to the satisfaction of the Company, the winning bidder will be eligible to receive the due consideration elements according to the consideration proposed in the online price quote form by him, and according to the tender documents.

2.5.1 For the provision of the basic services -

The Supplier will be eligible to a fixed, one-time consideration that will be remunerated as per the price quote submitted as part of the Tender. The consideration for the basic services will be remunerated according to the following milestones:

Milestone	Percentage for Payment
1. Receive client approval for the characterization document	30%
2. Upon completion of the prototype	50%
3. Submission of a final report	20%

2.5.2 For the Optional Services

To the extent, they are exercised by the Company (and ordered from the Supplier) the Supplier is eligible for consideration as detailed herein:

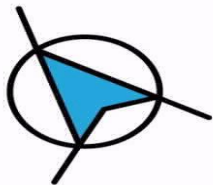
- (1) For payments incurred for core product licensing - the payment will be executed according to the Supplier's proposal as part of the price quote that will be submitted to the Tender. The proposal will include the total cost of ownership (TCO) for five years and include a one-time payment for licensing and renewal/maintenance (in the procurement model) or annual cost (in the rental model), or a combination of the two.
- (2) For additional services in the Optional Services, the Supplier will be eligible for consideration according to hourly work fees as detailed in Appendix 13 to the Terms of the Tender Volume, after the deduction of the across the board discount (a percent thereof) that will be offered by the Supplier as part of the price quote to be submitted to the Tender. The consideration will be calculated according to work hours as ordered in writing by the Company, actually executed by the winning bidder, and approved by the Company.

## 2.6 Determining consideration for the development and maintenance phase

2.6.1 Upon the completion of the provision of the basic services by the Supplier, for completing development and providing maintenance services for the planning system, the Company will be entitled to act according to any one of the alternatives detailed herein, at its sole discretion:

- (1) Request that the Supplier to offer a price proposal, set at a fixed price.
- (2) Request a fix price proposal, e from the Supplier, and the remaining Suppliers who were designated as Additional Qualifying Suppliers (as designated in Section 14 below) based upon competitive requests for quotations (RFQ) that will be distributed by the Company to all the Additional Qualifying Suppliers. The individual referral, as stated, will contain all the outcomes that will be prepared by the Supplier during the Basic Services Phase.

To the extent that the Company chooses to exercise this alternative, the detailed characterization executed by the Supplier will be provided to all the qualified bidders. They will then be required to convey their comments concerning the detailed characterization, including to note which of the



components in the detailed characterization they can address from a development, licensing, and maintenance standpoint.

- (3) Publish a separate Tender to retain development and maintenance services.

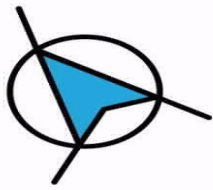
### 2.7 **The Period of the Contract**

The period of the contract with the winning bidder will be for a period of twelve (12) months. Ayalon Highways is afforded the right to exercise their option, at their sole discretion, to extend the period of the contract for an additional twelve (12) months. Insofar as the optional phase is realized, as detailed above, the period of the Agreement will be extended for an additional 24 months, and Ayalon Highways will be afforded the option at its sole discretion, to extend the period of the contract for additional periods of up to 12 additional months each.

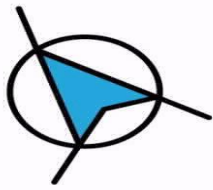
### 3. **The Threshold Conditions for Participation in the Tender**

A Bidder is entitled to submit a proposal that in aggregate meets all of the following conditions:

- 3.1 A licensed dealer or corporation registered lawfully in the State of Israel (as a registered company or partnership), or a corporation that is not registered in Israel, but is lawfully registered in another country that maintains diplomatic relations with the State of Israel.
- 3.2 Is not in receivership, suspension of proceedings, bankruptcy or liquidation and not facing any pending applications of this kind, or insolvency, and no material foreclosure has been imposed on the Bidder's assets;
- 3.3 Holds all the required certifications as stipulated in the Public Entities Transactions Law, 5736-1976.
- 3.4 The Bidder is :
  - 3.4.1 a manufacturer of the proposed "Core Product", or
  - 3.4.2 a representative of the manufacturer of the proposed Core Product authorized to market the proposed Ccore Product in Israel, or
  - 3.4.3 has contracted with one of the above mentioned. In this case, the bidder should consider it as a subcontractor for the Bidder.
  - 3.4.4 The proposed core product is installed and operated in the framework of at least three (3) various projects, and is used as a "System in the Field of Public Transport" (as defined herein).



- 3.5 that each one of them meets all of the cumulative specifications herein (hereinafter; “**Recognized Project**”):
- 3.5.1 The core product operates on a GIS framework containing at least five different layers of information.
  - 3.5.2 The core product receives information from at least three different information sources from the possible sources of information (as defined herein).
  - 3.5.3 The project presented shows data from at least ten different overland public transport lines in at least two different cities.
  - 3.5.4 The project has been in the production environment of the Customer for at least three years.
- 3.6 The Bidder has experience in developing a public transportation technological system. The system presented must address the following cumulative specifications:
- 3.6.1 Development costs totaled at least NIS 250,000 VAT not included (without maintenance costs).
  - 3.6.2 The system is used to plan or display information concerning overland public transportation.
  - 3.6.3 The system operates in a production environment for at least one year as of the deadline of the Tender.
  - 3.6.4 The system receives information from at least three possible sources of information (as defined below).
- 3.7 The Bidder employs or is connected by contract with a Transportation Planner, who has at least ten years of experience in planning public transport services, during which planned at least two plans for public transport planning services. For this section, programs that meet the following cumulative requirements will be presented:
- 3.7.1 The plan included planning of at least 20 public transport lines with at least three transfer points between them.
  - 3.7.2 The plans were prepared for a planning region with a population of at least 100,000 people.
  - 3.7.3 The planning service included an analysis of demand surveys, formulation of alternatives, the definition of a mechanism for assessing the alternatives.
  - 3.7.4 The plan’s design was completed during the decade previous to the date of publication of this Tender.



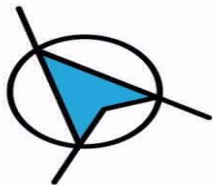
- 3.7.5 The planning was executed utilizing a computerized system combining GIS framework.

**Definitions and clarifications concerning the threshold conditions mentioned above (also relevant to Appendix 10 - Quality Standards):**

- א. “**A System in the Field of Public Transport**” - a platform or application used for planning and/or providing information in the field of overland public transportation including information concerning service lines, information services concerning traffic congestion, the direction of traffic, public transportations search engines.
- ב. “Possible Sources of Information” - existing sources of information that will be used in the first phase to create a planning system database and includes:
1. A GPS based bus location information system.
  2. A passenger count system
  3. Systems that provide origin-destination information.
  4. Applications that supply real-time traffic information.
  5. Information concerning payment clearing for public transportation services.

**4. Weighing the Proposals**

- 4.1 The bids will be reviewed by the Company, which will be entitled to seek the assistance of consultants and experts as may be deemed appropriate.
- 4.2 In light of the complexity of the services, their financial scope, and importance, it is hereby expressly and explicitly stated that the Company is not obligated to accept the best or any proposal whatsoever, and reserves the right to reject any or all lowest financial proposal(s), all at its sole discretion. It is further clarified that the Company is entitled, although not obligated, in the event it believes that none of the proposals are worthy of acceptance, to negotiate with the Bidder that has proposed the best proposal of the proposals submitted, at its sole discretion, and according to the results of the negotiations decide whether to accept the above-mentioned proposal or cancel the tender.
- 4.3 Selection of the winning bid will be performed as per the following phases:
- 4.3.1 **Phase A’ - Testing the Bidders’ Compliance with the Proceeding’s Threshold Conditions**
- During this phase, the bidders' compliance with the threshold conditions of the Tender will be examined. Only bidders in compliance with the threshold conditions of the procedure will pass through to Phase B’.

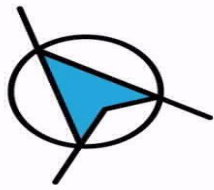


4.3.2 **Phase B' - Scoring the bid's quality component (which constitutes 70% of the bid's final weighted grade)**

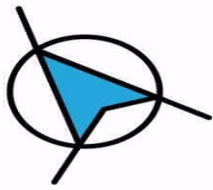
During this phase, the quality of the bids will be reviewed by a professional subcommittee that will be appointed by the Company's Tenders Committee (hereinafter: "**The Subcommittee**").

In the initial sub-phase, the following professional standards will be examined, as detailed below:

	Standard	Scoring method	Maximum score
1	Amount of "recognized projects" in which the core product has been incorporated in	2.5 points for each "recognized project" that complies with the specifications outlined in the threshold conditions in Section 3 for the Tender (Beyond the stipulated threshold - 3 projects).	10
2	Features of the proposed core product	<p>The Bidder will relate to the specifications detailed in Document C' of the Tender documents and perform a demonstration (demo) of the proposed core product.</p> <p>For the purpose of this section the bidder may rely on a 3<sup>rd</sup> party platforms, which will be included in his bid..</p> <p>In the framework of this phase, the Bidder will demonstrate the features of the core product concerning the specifications detailed in Document C' of the Tender.</p> <p>Will be granted up to a maximum of 20 pts In aggregate for specifications which the core product comply with as detailed below -</p> <p>Up to 1 point for each feature embedded currently in the core product.</p> <p>Up to 0.5 points for every additional specification of the proposed core products (beyond the features embedded currently in the core tool) out of the specifications detailed in Document C' for the Tender, and which the Bidder undertakes to complete their development within six months from the date a contract agreement is signed with him.</p>	20



		<p>Up to 0.5 points for each additional feature of the core product, embedded currently in the core product, <b>beyond</b> the features detailed in the Specifications Document and which the Tenders Committee will find relevant to the subject of the Tender.</p> <p>The bidder is required to thoroughly read the guidelines for completing the in the Annex</p>	
3	The proposed transportation planner	<p>An examination of the relevancy of the planning works executed by the proposed transportation planner based upon the description of two planning jobs that were planned by him/her (up to 5 points for each job). In the document that will be submitted, kindly address the subjects detailed below:</p> <ul style="list-style-type: none"> <li>• The population residing in the planning space</li> <li>• The scope of the lines included in the planning</li> <li>• Coping with network planning challenges</li> <li>• The size of the planning team managed by him</li> <li>• The technological system that will be used for planning.</li> </ul>	10
4	The methodological document for the performance of the services	<p>As stated in Appendix 10 of the Terms of the Tender Volume, the Bidder is obligated to attach to his bid a methodological document and development plan of the planning system that will address the needs of the Ministry of Transport concerning their performance of the services as detailed below.</p> <p>The score will be determined according to the opinion expressed by the Company in the following subjects:</p> <ul style="list-style-type: none"> <li>• The organizational structure and role staffing of the detailed characterization team</li> <li>• The organizational structure of the development team on behalf of the service provider.</li> <li>• Additional technological tools that will be integrated into the solution.</li> <li>• The schedule for completion of the development segment.</li> </ul>	25



		<ul style="list-style-type: none"> <li>An initial proposal to perform a planning system simulation.</li> </ul>	
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**The score for this sub-phase will constitute 65% of the final grade of Phase B'.**

**The three bidders who receive the maximum score in this sub-phase will advance to the second sub-phase - Proof of Capability (POC).**

The company will be entitled to modify the number of bidders that will advance to the Proof of Capability phase as stated, at its sole discretion, including in the case where the Company believes that one or more bids contain unique characteristics that were not included in those bids that received the maximum score of the first sub-phase.

**In the second sub-phase - Proof of Capability (POC) will be examined**

The bidders will be required to demonstrate the capability of the proposed planning system before a subcommittee.

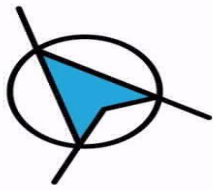
As part of the capability demonstration, the Bidder will be required to analyze the public transportation system of the city of Beersheva, based upon the raw information that will be provided to him, and will be identical for all of the bidders.

Determining the quality score for the POC phase will be determined as follows (totaling 35% of the final score of Phase B'):

The capability of the proposed planning system (relative to the features noted by the Bidder in the first sub-phase of Phase B')	15%
The level of the analysis made by the Bidder concerning the scenario that will be presented to him	15%
The manner by which the outcomes are presented to the subcommittee	5%

It should be clarified that as discrepancies between the first sub-phase of Phase B' and the POC in the second sub-phase of the same Phase B' are revealed, as detailed above, Ayalon Highways will be entitled, at its sole discretion, to lower the score given to the Bidder as part of the first sub-phase of Phase B.





#### 4.3.3 **Phase C' - Weighing the quality component and giving a final quality score to the bid**

After considering the components above, each bid will be given a weighted quality final score according to the following ratio: The weight of the first sub-phase score will be 65%, and the weight of the second sub-phase (POC) score will be 35%.

Those bidders taking part in the POC process(except the winning bidder) will be entitiled to receive a fixed, one-time, inclusive, and final consideration for their participation in the POC phase, without any additions whatsoever of NIS 25,000 (VAT not included).

#### 4.3.4 **Phase D' - Scoring the price component**

As part of this Tender, bidders are requested to fill out in the price quote form (by way of the online Tender Submission System) the discount rate submitted in their bid for each one of the sections detailed in the price quote form. The price quotation constitutes 35% of the final score.

The price quote is fixed, inclusive, and final, it is not linked to any index whatsoever and includes any tax or surcharge applicable to the execution of the tendered works and services, excluding VAT.

The total bid amount will be calculated by weighting the relative weight of each of the consideration elements outlined in the price quote form as follows:

TP - total price

DC - consideration for the basic services

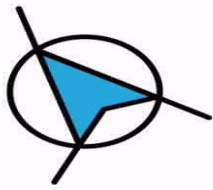
LC - proposed costs for core product licensing and maintenance for five years.

D - the proposed across the board discount rate for the fees detailed in Appendix 13 of the Tender.

$$\mathbf{TP = 45\%*DC+45\%*LC+10\%*1,000,000*(1-D)}$$

Bids will be normalized according to the formula below:

$$\left( \frac{\text{Minimum Price Quote}}{\text{Examined Price Quote}} \right) \times 100 = \text{Price score}$$



For example, if a price quote (TC) of the less costly bid is NIS 130,000, and the price quote of the bid selected is NIS 150,000. The price score of the examined bid will be 86.6 points =  $100 \times 130,000/150,000$ .

The Company will be entitled to execute mathematical corrections in the bid submitted by the Bidder, to the extent required.

It is clarified that the weighting formula mentioned above is solely for the weighing of the price quote and that payment to the winning bidder will be made under the services ordered by the Company and in accordance with the provisions of the Contract Agreement.

In the event of any discrepancy or uncertainty, the data in the column labeled "Price" will obligate the Bidder.

**To enable the Company to determine the quality score of each bid objectively, participants are required to submit the price quote form (Appendix 2.1), as well as any other document detailing the bid price in the intended location in the online system. The price quotations will be opened and examined only after the quality component scoring process is completed on all the participants' bids, according to the phases detailed above.**

#### **Estimating the value of the contract**

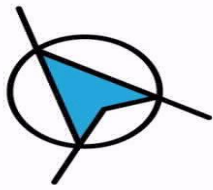
The Company will conduct an estimate of the value of the base services which will be deposited in the Tender Box before the Tender bidding deadline and will remain in the box until it is opened (hereinafter: "**The Estimate**").

Without derogating from any right afforded the Company and/or the provisions of the Tender documents, to the extent that the price quote offered by the Bidder who is a candidate to be awarded the Tender is higher than the estimate, the Company Tenders Committee will be eligible, although not obligated, to notify the Bidder, enter into negotiations and enable him to submit an improved bid relative to his original bid, or alternatively - decide on the cancellation of the Tender.

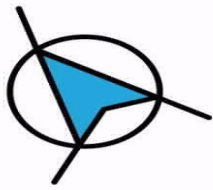
#### **4.3.5 Phase D' - Weighing the Bid's Quality and Price Elements for a Final Score**

After considering the price component, each bid will be given a weighted final score according to the following ratio: The weight of the price component score is 30%, and the remaining 70% is reserved for the bid's quality component.

**The bids will be ranked according to their weighted final score.**



- 4.4 Without derogating from any right it may have, the Company is entitled not to assign the tendered works comprising this Tender to the Bidder who has submitted the best bid, and this is due in part to the Company's unsatisfactory experience with the Bidder and/or the staff offered by him and/or because of its prior acquaintance with the Bidder and/or the staff personnel offered by him, or to the extent that it is a corporation, due to its poor experience with the controlling individuals, or entities and operating on its behalf and/or acquainted with them. The Company is also entitled not to deliver the tendered works of this Tender to a Bidder, whose bid was the best, and this if it has become clear, according to tests and investigations it may conduct, and in its professional judgment that other public entities have an unsatisfactory experience with the Bidder and/or the staff personnel proposed by him and in the case said Bidder is a corporation, with any of the controlling individuals and entities and acting on its behalf.
- 4.5 Without derogating from the above mentioned, the Company will be entitled, although not obligated, to postpone any proposal found to be incomplete, or unclear, or not prepared as per the tender documents, and this, at the scale and absolute discretion of the Company.
- 4.6 Without diminishing from the above mentioned, the Company reserves the right to cancel the tender, for any reason whatsoever, on any date, including after the proposal submission deadline. This includes the number of proposals submitted and the amount stated in each, which are the reasons that may underlie the company's decision to cancel the tender.
- 4.7 The Tenders Committee will be entitled, although not obligated, at its sole discretion, to demand from all or some of the Bidders at any time to provide additional information and/or clarifications and/or explanations and/or supplements and/or anything that in its opinion is required and/or enable the Bidder to do so, including in the matter of presenting any document, certificate, permit or license as required according to the terms of this Tender, and including the need to prove compliance of the Bidder and/or that of the proposed staff personnel with the threshold conditions to the Tender, as long as every document, certificate or permit is valid and applicable to the final bids submission deadline.
- 4.8 The Company reserves the right to forgive fulfillment of any requirement or condition of the terms of this tender that are not essential and do not violate the principle of equality, all of which is at the discretion of the Company's Tender Committee.
- 4.9 The Company is entitled, at its sole discretion, to negotiate or not to negotiate with the Bidders (or any of them).

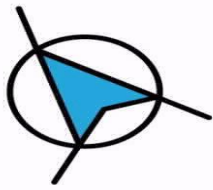


- 4.10 The Company is entitled, but not obligated, to divide the contract among several of the Bidders, as per its sole discretion. If the Company will decide to divide the contract, the Company will turn to the bidder or bidders, whose bid was ranked beneath that who received the highest score, and suggest that the former reduce their monetary offer to equal the bid of that who ranked first place (insofar as their price quote was higher. To the extent that their price quote was lower, the original quote will remain in effect). To dispel any doubt, it will be clarified that the Company has absolute and sole discretion to determine the number of bidders to whom it will turn as stated in this section, and the Bidders hereby waive, an irrevocable waiver of any claim, demand or suit against the Company in any matter related to the mentioned in the clause above. For the avoidance of doubt it is clarified that if the Company exercises its right to split as stated, it bears sole discretion as to the extent of the engagement with any of the winning bidders and the winners have and will not have the right to any minimum contract, regardless of the outcome of the Tender. Each of the winning bidders, will not, and by virtue of the submission of their bid hereby waive irrevocably, and undertake not to raise any claim and/or demand and/or suit against the Company in connection with the split of the winning bid and connection with the extent of the contract determined by the Company with each of the winning bidders, including any claim for entitlement to compensation and/or indemnity and/or extra cost for this reason.

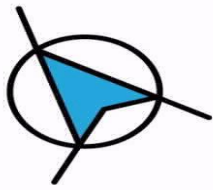
It will be further clarified that if the Company divides the Tender among several of the Bidders, the Company will be entitled to exercise the options to extend the period of the contract only concerning some of the Bidders, and this as per its sole and absolute discretion. The winning Bidders hereby waive an irrevocable waiver of any claim, demand, or suit concerning the non-exercise of the options mentioned above by the Company and/or concerning any delivery of the optional services as stated to other service providers.

## 5. Tender Documents

- 5.1 These are the documents that comprise the tender documents:
- 5.1.1 Document A' - the terms of the tender volume, and its appendices (this document):
- (1) Appendix 1 - Bidder Profile Form
  - (2) Appendix 2 - Proposal Form
  - (3) Appendix 2.1 - Price Quotation Form (will be submitted solely in an online format)
  - (4) Appendix 3 - The Bidder's Declaration Concerning an Understanding of the Terms of the Tender
  - (5) Appendix 4 - Attorney Confirmation



- (6) Appendix 5 - Affidavits under the Public Entities Transactions Law, 5736-1976
  - (7) Appendix 6 - A statement verifying non-payment of any “brokerage fee” to “brokerage entities.”
  - (8) Appendix 7 - An affidavit affirming the Bidder’s scope of experience for compliance with the threshold conditions, and for determining the quality score and its appendices
  - (9) Appendix 8 - An affidavit affirming the Transportation Planner’s scope of experience for compliance with the threshold conditions, and for determining the quality score and its appendices
  - (10) Appendix 9 - An affidavit concerning the Bidder’s status
  - (11) Appendix 10 - An affidavit for determining the quality score of the bid - two methodological documents to present the planning procedures designed by the submitted Transportation Planner, a document addressing core product capabilities
  - (12) Appendix 11 - An affidavit concerning the Absence of Conflict of Interest (to be signed by the Bidder and the proposed staff personnel)
  - (13) Appendix 12 - Terms of Participation in the Tender as part of the “Dekel Tender” System.
  - (14) Appendix 13 - Hourly work fees, as published in the Ayalon Highways website.
- 5.1.2 Appendix 14 - A core product scoring capabilities document Document B’ - The Contract Agreement
- 5.1.3 Document C’ - The Specifications Document
- 5.2 All tender documents, whether or not attached, constitute the property of Ayalon Highways, and conveyed to the Bidders to prepare and submit their bids, and for this purpose only. Participants must return the Tender documents by the deadline for submitting bids. To dispel any doubt, it will be clarified that these documents are the property of the Company even after they have been filled out by the Bidder and that the Company may use them in any way, at its sole discretion, whether or not the Bidder was selected to execute the tendered services, without the Bidder have any claim or suit in this respect. The Bidders and/or those receiving the Tender documents are prohibited from copying the tender documents or using them or any other objective.
- 5.3 **A set of Tender documents may be downloaded from the website of the Company at the address: <https://bids.dekel.co.il/ayalon>.**



## 6. Documents to be attached to the Proposal

6.1 For proof of the Bidder's experience as required in the terms of the Tender, including Section 3 above, the Bidder will attach all of the required certifications and documents, including the following documentation:

### Proof of compliance with the general threshold conditions (required concerning all bidders):

6.1.1 **For proof of the Bidder's compliance with the threshold conditions set in Clause 3.1 above**, the Bidder will attach to his proposal a licensed dealer certificate and/or document of incorporation of the Bidder as well as the current extract from the Corporate Registry or the Partnership Registry, as applicable

6.1.2 **For proof of the Bidder's compliance with the threshold conditions set in Clause 3.2 above**, the Bidder will attach to his proposal and affidavit in the wording attached to the terms of the tender volume as Appendix 9.

6.1.3 **For proof of the Bidder's compliance with the threshold conditions set in Clause 3.3 above**, the Bidder will attach to his proposal an affidavit in the wording attached to the terms of the tender volume as Appendix 5, and all of the certifications required as per the Public Entities Transactions Law, 5736-1976.

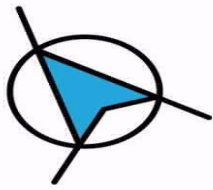
6.1.4 **For proof of the Bidder's compliance with the threshold conditions set in Clause 3.4-3.6 above**, the Bidder will attach to his proposal and affidavit in the wording attached to the terms of the tender volume as Appendix 7.

6.1.5 **For proof of the Bidder's compliance with the threshold condition set in Clause 3.7 above**, the Bidder will attach to his proposal and affidavit in the wording attached to the terms of the tender volume as Appendix 8.

6.2 The bidder must attach to his bid, in addition to other attachments required by the terms of the tender volume, in addition to the signed Tender documents and any amendments, updates, and clarifications thereof, including a signed bidders meeting protocol, as well as the documents listed below:

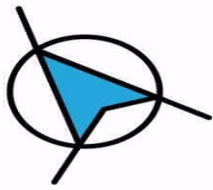
6.2.1 The Bidder Profile Form in the wording attached as Appendix 1 to the terms of the tender volume

6.2.2 Valid approval from the Property Assessing Officer, or the Bidder's Certified Public Accountant, who lawfully manages the accounts and



records to be managed under the Income Tax Ordinance, 5721-1961 and the Value Added Tax Law, 5736-1975

- 6.2.3 Valid certification of tax deduction at source
- 6.2.4 A Complete and Signed Price Quote Form, in the wording attached as **Appendix 2** to the terms of the tender volume
- 6.2.5 Affirmation concerning an understanding of the terms of the Tender; in the wording attached as **Appendix 3** to the terms of the tender volume
- 6.2.6 Attorney certification, according to the wording attached as **Appendix 4** of the terms of the tender volume, specifying the following -
  - a. That execution of the works and the contractual obligations in the Agreement as per the Tender for execution fall within the corporation's authority and power.
  - b. The names of the corporation's managers.
  - c. The names of the persons whose signatures obligate the corporation.
  - d. Details of the corporation's shareholders.
  - e. Confirmation that the signatories on the proposal and tender documents are indeed authorized, and their signature obligates the corporate Bidder for all intent and purpose.
- 6.2.7 An affidavit regarding the lawful employment of foreign workers, and payment of minimum wage in the wording attached as **Appendix 5** to the terms of the tender volume
- 6.2.8 A statement verifying non-payment of any "brokerage fee" to "brokering entities" as per the wording attached as Appendix 6 to the terms of the tender volume
- 6.2.9 A declaration concerning the Absence of Conflict of Interest in the wording attached to the terms of the tender volume as **Appendix 11** to the terms of the tender volume
- 6.2.10 **Required documents for determining the quality score as detailed in Appendix 10 to the Tender.**
- 6.3 The Bidder will fill out all of the details required to be filled in all of the tender documents.
- 6.4 All Tender documents, as detailed in Sections 5-6 above, and any correction, update, or clarification thereof, will be signed by the Bidder's authorized signatories. Pages not containing a printed space for the signature will be



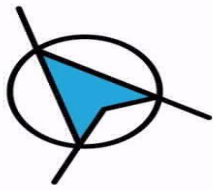
initialed only. Pages containing a printed space for the signature, including agreements contained in the documents attached to the Tender documents, will be signed under the full name, and if required (a corporation) accompanied by a corporate stamp and according to the Bidder's regulations. A place where attorney and/or CPA certification is required will be filled out and signed by the attorney and/or CPA.

- 6.5 All of the documents mentioned above will be submitted, together with the proposal by the Bidder and all of the tender documents. Should any bid be submitted without all of the above mentioned requested documentation, the Committee is entitled, but not obligated to reject said bid solely for this reason, and not discuss it. The bidder must ensure that the identifying number in all documents submitted, including VAT registration (authorized dealership certificate) and income tax (bookkeeping certificate), will be identical. If and to the extent is no match in the ID number, a certificate/explanation from the competent authorities will be attached.

## **7. E-Tender (Online)**

- 7.1 This tender will be conducted as a web-based e-tender as per the provisions of Regulation 19c of the Mandatory Tender Regulations 5753 - 1993. Bidders are aware that they must act so that their proposal is submitted through the electronic system operated and maintained by the "Dekel" Company ("**e-tender system**"), and that no proposal will be accepted for these proceedings that are not submitted through the e-tender system.
- 7.2 All parties interested in participating in the tender, are obligated to register in advance in the e-tender system. For purposes of the advance registration, it is necessary to enter the link to the web-based system that will be published on the Ayalon Highways website under the "Tenders" tab on the relevant tender webpage, fill in the required details and send the registration request no later than 48 hours before the deadline for clarification questions/proposal submission. It is recommended to pre-register so as not to be late due to various delays and possible faults.
- 7.3 It should be clarified that insofar as the participant has registered in the e-system in the past, there is no need for any renewed registration.
- 7.4 Following registration to the tender, the Bidder will receive an email notification confirming the registration and details for entry into the system. Bidders are recommended to save this confirmation for continued control and follow-up.
- 7.5 Should no registration confirmation be received, the Bidder must then contact the Dekel Co. Help Desk at +972-(0)4-8145400 Extension 1 or by email: [marketing@dekel.co.il](mailto:marketing@dekel.co.il) and verify that the request to register for the Tender was



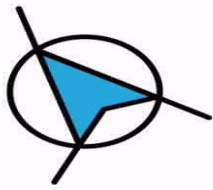


implemented. It is the sole responsibility of the Bidder to ensure sufficient time in advance that registration for the tender was executed properly and has received access to the automated system for participation in the proceedings. The Bidder hereby waives in advance and irrevocably any claim against the Company concerning the absence of any possibility for the Bidder to submit clarification questions/proposals in a timely manner through the automated e-system mentioned above.

- 7.6 Since only a Bidder who has pre-registered for the tender and is equipped with the means of identification as required will be entitled to submit clarification questions concerning the proceedings/ a proposal in the tender, and no claim will be accepted by which the Bidder was in any way prevented from submitting timely questions/a proposal, including any technical fault, lack of a suitable internet connection or any lack of available technical support in executing the registration.
- 7.7 The Bidder must scan all of the signed tender documents, as specified in Section 4 above, including tender appendices, and attach all of the required documents for the purpose of supporting the proposal and proof of threshold compliance.
- 7.8 The Bidders' attention should be directed to Appendix 12 in the Terms of the Tender Volume - Terms of Participation in the Tender as part of the "Dekel Tender" System.

## **8. Clarifications and Modifications**

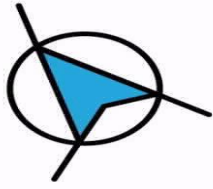
- 8.1 Insofar as it is the Bidder's belief that the tender documents contain contradictions and ambiguities, the Bidder may appeal in writing with queries for clarification until noon on the date of **June 8, 2020**, via the designated **tab** in the e-tender system, while detailing the clarifications, contradictions, errors, discrepancies or any doubts which may be found in relation to the precise meaning of each section or any detail whatsoever.
- 8.2 It should be clarified that for the purpose of submitting any clarifying queries, it is necessary to register in the e-tender system as specified in Section 6 above.
- 8.3 The Company's answers to Bidders' queries and inquiries will be uploaded to the tender page in the e-tender system, under the tab of the tender, and will be available for Bidder's reference together with the remaining tender documentation. **Bidders are under obligation to keep current with the Company's publications in connection with the Tender.**
- 8.4 It should be emphasized that at the clarification questions deadline, the system will be locked to prohibit the submission of subsequent questions for clarification. Clarification questions should not be submitted in any way other than as set out above and through the said e-tender system.



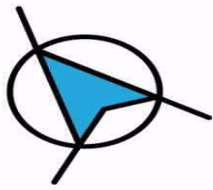
- 8.5 Whoever does not refer in the manner as stated, will be prevented from making any argument(s) concerning improbability and/or ambiguity, errors, discrepancies, and mistakes, etc.
- 8.6 The Company is entitled to not address inquiries for clarification and/or objections, as stated in Section 6.1 above, or any part thereof, and convey its response to all the Bidders (without naming the Bidder who has contacted them), all at its sole discretion. If the Company fails to address the referral and/or objection until the deadline for bid submission, this will be viewed as a rejection of the Bidder's inquiry.
- 8.7 Without derogating from the above mentioned, the Company reserves the right to introduce modifications and revisions into the tender documents until the final deadline for proposal submissions, whether at its initiative or in response to Bidders' queries, all at its sole discretion. The above mentioned modifications and revisions will be an inseparable part of the terms of the tender and will be brought in writing to the attention of the participants of the tender through the e-tender system, under the tender tab. To the extent that such changes are material and, in its judgment, requires postponement of the deadline for submitting bids, the Company at its discretion, will be entitled to announce the postponement of this date.
- 8.8 Every response of the Company and/or of its representative a Bidder will be exclusively in writing, and there is no validity to any answer given by any other means. The Company will not be responsible for any verbal explanations given by its employees, subcontractors on its behalf and/or any other person in the context of terms, conditions and stipulations pertaining to the tender and/or the proposal, and communications between the Company and Bidders will be based solely on written documents.
- 8.9 It is clarified that the Company's reference to the Bidders' inquiries concerning clarifications and/or modifications, if there is such a reference, at the Company's discretion, will be done without naming the Bidder who contacted it

## **9. Bidders meeting**

- 9.1 The Company intends to conduct a Bidders meeting. The objective of the meeting to offer a general background concerning the subject of the tender and address any questions that are liable to arise among the Bidders. At the same time, and for the avoidance of doubt, the purpose of the bidders' meeting is to assist in discussing and resolving questions that will arise.
- 9.2 It is stated and should be clarified that which is stated during the Bidders' meeting will not bind the Company, will not represent any representation, and not contradict the tender documents. By his participation in the meeting, as stated, the Bidder agrees to this condition.



- 9.3 Unless determined otherwise, the Bidders meeting will take place on **May 25, 2020**, at 11:00. The meeting will be conducted online according to the details that will be published on the Company's website. The participants are asked to arrive precisely and on time.
- 9.4 **It is clarified, however that participation in the meeting is not compulsory.** It should be clarified that the Company, at its sole discretion, will be entitled to conduct additional Bidders meetings.



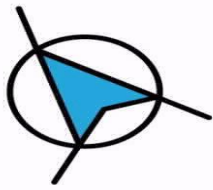
## 10. Submitting a Proposal

### 10.1 General

- 10.1.1 The bid, and all its appendices, containing all of the documents and references the Bidder is required to attach, will be submitted in the e-system as detailed above.
- 10.1.2 **The deadline for submitting bids is at noon on June 25, 2020**, any bid not submitted in the e-tender system inbox on the stated date and/or submitted after the date as mentioned earlier will not be accepted.
- 10.1.3 The Bidder's proposal will remain valid, irrevocable, for a period of three months, unless the Bidder agrees to the Company's request if there will be such a request, to extend its validity. If the Company's request to extend the validity of the proposals, is not agreed upon by a Bidder, the proposal submitted by the said Bidder, who has not agreed to extend its validity will be rejected. The Company will be entitled to continue the tender proceedings and afterward select a Bidder's proposal that has agreed to the request to extend its validity, and this is even if the other proposal, the validity of which was not extended, was a preferable proposal.

### 10.2 Price quote

- 10.2.1 As part of the bid, the Bidder will be required to submit price quotes for the various consideration elements detailed in Section 2.15 above.
- 10.2.2 The bidder must submit a bid for each of the pricing elements listed in the price quote form. **If no bid is made for any of the components, the bid will be rejected out of hand.**
- 10.2.3 The consideration for the basic services will be listed as a fixed price designed to address all of the specifications concerning the basic services.
- 10.2.4 The consideration for the core product use right will be stated as a fixed price in NIS for five years and will include all the required payments, including - one-time licensing, annual renewal, annual licensing, maintenance payments, and all as per the core product licensing model.
- 10.2.5 The consideration for the execution of **additional services**, as detailed in Section 2.15.2 (4) above, will be remunerated based on the Ayalon Highways fee for external consultants (discounted by the discount offered by the Bidder as part of this bid to the Tender). It is hereby clarified to Bidders that the maximum discount rate Bidders are

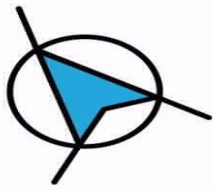


permitted to offer for the work hours fees detailed in Appendix 16, for this element will not be greater than 20%. The Bidders' attention will be drawn to the fact that in the framework of this Tender, **they are not entitled to claim/fill in any supplemental percentage whatsoever**, and in any case, the percentage recorded by the Bidders will be viewed exclusively as a discount, and not as a supplement. It will be further clarified that should the proposed discount be zero percent (0), this means that the Bidder has entered a bid according to the maximum fee.

- 10.2.6 The price quote is fixed, inclusive, and final, it is not linked to any index whatsoever and includes any tax or surcharge applicable to the execution of the tendered works, excluding VAT.
- 10.2.7 To dispel any doubt, it is clarified that the consideration as stated above, constitutes a final, inclusive consideration for all of the Bidder's expenses, including price increases, overhead expenses, office expenses, travel, vehicles and telephones, labor costs for the Bidders workers/employees, including full social expense, as well as any additional and/or other expense, of any type or kind whatsoever.
- 10.2.8 The Bidders' attention will be drawn to the Contract Agreement (attached as **Document B**' of the Tender documents), which specifies the full consideration remuneration mechanism to the service provider declared as a winner in the Tender.

### 10.3 Redacted Copy

- 10.3.1 The Bidder will note in his bid, in a clear and expressed manner, the data and documents contained within, and comprise, in his opinion, confidential information. It is hereby clarified that in each case, the sole and absolute discretion concerning such data and/or documents is given to the Company.
- 10.3.2 Without derogating from the above mentioned, the Bidder is entitled to submit one additional copy of the submitted documents, in which information that in the Bidder's judgment constitutes secret information or a commercial or professional secret not to be disclosed to other Bidders may be redacted. This copy will be labeled "*Commercial Secret*" and attached as an optional document utilizing the e-tender system.
- 10.3.3 Ayalon Highways is not obligated by any law to accept the Bidder's opinion. For the record, it will be hereby clarified that should the Ayalon Highways choose to disclose to other Bidders information labeled by the Bidder as confidential, the Ayalon Highways will inform the Bidder, before the disclosure, of its decision concerning its



intent to disclose to the other Bidders and will offer the Bidder a period of forty-eight hours (48 hours) to appeal this decision.

- 10.3.4 To dispel any doubt, if the Bidder does not submit a redacted copy as stated above, the Ayalon Highways will be entitled to disclose to the other Bidders the complete proposal of the Bidder, all of the terms and details, at its sole and absolute discretion and without any prior notice.

## **11. Reservations**

No modification, whether by way of addition, by way of deletion or otherwise, shall be included in the Tender documents and/or documents of the Individual Referral. Any changes or additions made to the Tender documents and/or the documents of the Individual Referral (RFQ), of any kind, or any reservation thereof, whether by an addition to the body of documents or by accompanying letter or otherwise, may result in the rejection of the proposal or bid, as relevant - all according to the sole and absolute discretion of the Company.

Also, failure to fill out any of the details required by the Bidder to fill out and/or failure to sign and/or any deviation from the requirements of the terms of the Tender may also result in the rejection of the proposal - all according to the sole and absolute discretion of the Company.

## **12. A Perusal of the Winning Bid**

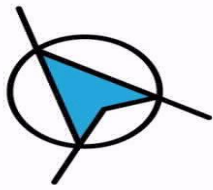
Following the conclusion of the Tender and the declaration on its results, the Tender participants are entitled to peruse the procedure's materials under the provisions of Regulation 21(e) of the Mandatory Tenders Regulations, 5753 - 1993.

The review mentioned above will take place in the Company's offices, subject to the delivery of a written request to the Company and advance coordination concerning the said perusal with a Company representative through an email to [shanil@ayalonhw.co.il](mailto:shanil@ayalonhw.co.il) and subject to the payment of expenses of 500 NIS to the Company, for sending the material for perusal and/or meeting for perusal, and for covering the costs involved in the said perusal.

## **13. Conflict of Interest**

The Company hereby notifies all of the following instructions:

- 13.1 An organ in the Company (including a Director or CEO), his relative, agent or partner, or a corporation that one of the above mentioned holds, directly or indirectly, any rights whatsoever, and/or one of them is a manager and/or

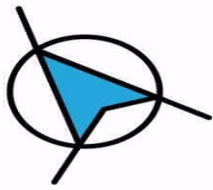


employee responsible to said individual, is ineligible to participate in this tender. As to the matter of “**relative**” - spouse, parent, son or daughter, brother or sister.

- 13.2 A Bidder or anyone on his behalf, for whom there is a conflict of interest with the tendered works and/or there is a conflict of interest between the said individual and Ayalon Highways - will be unable to participate in the tender unless approved by the Company and subject to the terms and conditions imposed on the Bidder, at its sole discretion.
- 13.3 Without derogating from the above mentioned, the Bidder and his personnel are required to attach a Declaration Concerning the Absence of Conflict of Interest in the wording attached to the terms of the tender volume as **Appendix 9**.

**14. Prerequisite Conditions for the Signing of the Agreement; Cancellation of the Contract with the Winner and Entering into a Contract with Another Bidder**

- 14.1 It is clarified that a prerequisite for the Company to sign a contract with the winning bidder is compliance with the winning bidder on all of the following terms:
- 14.1.1 The winning bidder must submit to the Company a Confirmation of Insurance Coverage signed by the insurance company, as stated in the Contract Agreement attached as **Document B'** to the Tender documents.
- 14.1.2 The winning bidder must submit to the Company within fourteen (14) days from the date of receiving a notification concerning the winning bid all of the certifications and documents required to prove his compliance with all the terms as stated in this Section, to the satisfaction of the Company, including approval concerning the required personnel.
- 14.2 Should the awarded bidder fail in compliance with his obligation under this section, the Company is entitled, at its sole discretion, cancel his award or grant a subsequent extension for the fulfillment of said obligations.
- 14.3 The Bidder, whose winning bid has been canceled as aforesaid, will bear no claim against the Company and, in fact, by submitting his bid waives any claim, suit, and/or demand against the Company in connection with the cancellation of his awarded bid.
- 14.4 Without derogating from the above mentioned, should the Company cancel the Bidder's award for failure to comply with the terms of this Section, the Company is entitled to declare the Bidder ranked beneath the Bidder whose winning bid was canceled as the winner of the Tender, or cancel the tender, all at its sole and absolute discretion, and the Bidder whose bid was indeed deemed canceled does



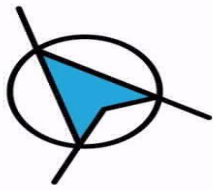
not and will not bear any claim and/or demand and/or file any suit pertaining to the declaration of his bid as the winning bid.

- 14.5 Without derogating from any right afforded the Company. In addition to any right that is in accordance with any law and under the terms of the Tender, in the case in which during the first year of the Agreement the Company saw fit to cancel the Contract Agreement with the awarded bidder for any reason whatsoever, the Company will be entitled, although not obligated, to turn to the Bidder who ranked after the Bidder who was awarded the Tender and offer him to enter into a contract under the terms and conditions of his bid, and this under the departure to a new Tender. The Bidder, as stated above, will give his response in writing to the Company's offer within seven (7) days. Should the Bidder refuse the offer issued by the Company or no response is made on his behalf,, the Company is entitled to issue a similar offer to the Bidder whose bid ranked in the subsequent ranking, and so on. For the avoidance of doubt, it is hereby clarified that the right as stated under this Section is at the sole and absolute discretion of the Company and that the subsequent Bidder who ranked beneath the Bidder with whom the Contract Agreement was canceled, and/or any other Bidder will have no claim and/or demand and/or suit relating to the declaration of his bid as the winning bid due to cancellation of the Contract Agreement with the winning Bidder.

## 15. Additional Qualifier

- 15.1 Without derogating from any of its rights afforded under the law, the Company reserves the right to turn to the Bidder ranked in the bid rankings beneath the Awardee (hereinafter: "**Additional Qualifier**"), so that the latter may grant the services as per his bid, and this in the event that said Awardee fails to comply with the terms and obligations pursuant to the Tender and/or the Agreement, and in the event that the Company is interested in receiving the optional services that are covered under the Tender from an additional entity, as detailed in Section 2.5 above.
- 15.2 In the event that the Company chooses to act as stated in Clause 14.1 above, the Company will notify the Bidders of their status as Additional Qualifiers, and the Additional Qualifiers will act pursuant to the provisions and instructions that apply to the Awardee, and in this matter will see the date of the Company's notification pursuant to this Section as the date of the winning bid notification. For the avoidance of any doubt, it is clarified that as to the matter of a price quote submitted by an Additional Qualifier, the provisions of Section 3.10 above will apply.
- 15.3 The Additional Qualifier will be given a 7-day stay from the date of the Company's notification to inform the Company of its acceptance. Should the Additional Qualifier fail to do so, or respond in the negative, the Company will be entitled to return and





offer its proposal to the Bidder that ranked beneath the first Additional Qualifier and so forth and so on.

- 15.4 For the avoidance of doubt, it is hereby clarified that the exercise of the right under this section to call upon another Additional Qualifier or to the next Bidder that ranked thereafter is in the sole and absolute discretion of the Company. The Bidders have no claim and/or demand and/or suit relating to the declaration of his bid as the winning bid in the Tender due to cancellation of the winning bid submitted by the Awardee and/or the cancellation of the contract with the Awardee.
- 15.5 The above mentioned will not adversely affect the right of the Company to act by any other lawful means in this case, including without derogating from the generality of those above, carry out a new procedure for selecting an Awardee to provide the services. The selection of an Additional Qualifier or the signing of an agreement with said party is not to prejudice any right or claim that the Company will stand against the Awardee in the said case.

## **16. Insurance Requirements**

The Bidders' attention will be drawn to the requirements issued by the Company concerning the existence of insurance policies by a Framework Supplier, to whom the task will be assigned for implementation. Any reservations concerning the insurance requirements must be raised as part of a query for clarification and within the designated time frame. No reservations concerning the insurance requirements will be accepted following the submission of the bid.

## **17. General Conditions**

### **17.1 Applicable Law**

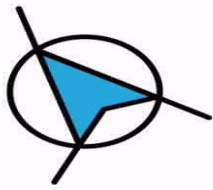
These proceedings are subject to the laws of the State of Israel, in their version from time to time. The proposals will be prepared and submitted pursuant to any law, and the Bidders shall be deemed to have received appropriate legal counsel for participation in the proceedings and proposal submission.

### **17.2 Jurisdiction Cause**

Any matter relating to these proceedings shall be heard only in the competent courts of the City of Tel Aviv-Jaffa.

### **17.3 Participation Expenses in the Proceedings**

The Bidder alone shall bear the costs of his participation in the proceedings and not be entitled to any indemnity from Ayalon Highways for these expenses.



#### 17.4 **Budgetary Approval**

It is clarified that at the date of publication of the tender, the budgetary approval for execution of the tendered works has not yet been attained. Therefore, it is a possibility of the cancellation and/or delay of the Tender at the start of the works' execution. Indeed, submission of a bid to the Tender views the Bidders as those who agree and approve the above mentioned, and waive any claim and/or demand and/or suit against Ayalon Highways and/or those acting on its behalf in this matter and undertake not to raise any claim, demand and/or suit against the Ayalon Highways and/or those acting on its behalf and/or in connection with the cancellation of the tender and/or postponement of the starting date for execution of tendered works due to the failure to receive budgetary approval.

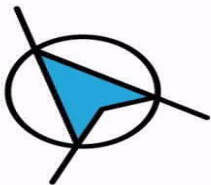
To dispel any doubt, it is hereby clarified that in the case of cancellation of the tender and/or postponement of the starting date for execution of tendered works, due to the failure to receive budgetary approval, the Bidders will not be eligible for any compensation and/or additional payment, of any type whatsoever, including payment due to expenses incurred in the preparation of the proposal and/or any other expense incurred in connection with the Tender.

#### 17.5 **Single Proposal**

Each Bidder is entitled to submit only one proposal. The above also applies to the person controlling or controlled by the Supplier or controlled by a third party who also controls the former. For this purpose, the term "**control**" is defined as holding over 50% of the voting rights in the general assembly or the right to appoint more than 50% of the directors.

**Submission of a joint bid by two legal entities will not be permitted.**

Itamar Ben Meir,  
General Manager



**Appendix 1**

**Bidder Profile**

Name: \_\_\_\_\_ Corporate ID /Licensed Dealer No.: \_\_\_\_\_

Year founded: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax:

\_\_\_\_\_

Email: \_\_\_\_\_

Name of the bidder's contact person: \_\_\_\_\_ position: \_\_\_\_\_

Mobile phone no.: \_\_\_\_\_

Names of the bidder's owners: 1. \_\_\_\_\_ I.D. \_\_\_\_\_

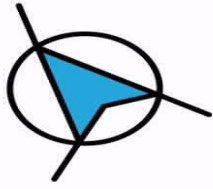
2. \_\_\_\_\_ I.D. \_\_\_\_\_

3. \_\_\_\_\_ I.D. \_\_\_\_\_

(If any company owner is a corporation, list the owners of that corporation)

Names of the authorized signers on behalf of the bidder:

\_\_\_\_\_

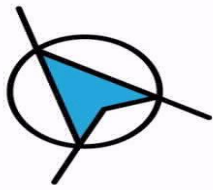


The Bidder's Signature:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## Appendix 2

FAO

Ayalon Highways Co. Ltd

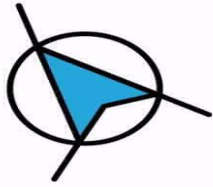
Dear Sir/Madam,

### Bid Form

1. We, the undersigned, having read, examined, and understood the instructions carefully of Ayalon Highways Co. Ltd (hereinafter: "**The Company**") to submit a bid to enter into a contract as part of E-Tender (online) no. 24/20 to provide detailed characterization, development, and maintenance services for a system for planning public transport services for Ayalon Highways Co. Ltd (hereinafter: "**The Tender**" and "**The Works,**" **respectively**) all of its terms, conditions, and specifications detailed in the documents of the tender and their appendices, hereby offer the Company to execute the works, all as specified in the Tender on all of its appendices.
2. We hereby announce that our proposal has been prepared according to the tender for all appendices and that we have received and/or made available to us all of the documents related to the proposal as well as explanations concerning the proposal and the execution of said tendered works.
3. We hereby declare and warrant that if our proposal is accepted, we will perform all services in accordance with all terms of the Tender and its Appendices and to the satisfaction thereof, and this in the price format (VAT not included) as detailed herein.

If our proposal is accepted, we undertake to sign, as specified in the Tender Procedures and Terms, the attached Tender documents, and to not transfer to another party the entitlement to our rights under the said agreement nor to add or join any partner or create another corporation for the use of our rights.

5. Attached to our bid are all of the tender documents signed by us. We know that failure to fill out and/or attach any document and/or make any change/addition to the proposal documents may result in the rejection of our proposal.
6. Our proposal is irrevocable and not given to cancellation or change and will be valid until the date stated in Section 10.1.3 of the Terms of the Tender Volume (including the extension). We agree that you will be entitled, but not obliged, to see our offer and its acceptance by you as a binding contract between you and us. We know and agree that you will be entitled to conduct any revised proposal submission process. We know that you will be entitled to cancel the tender.
7. Should our proposal be accepted, we undertake to comply with all of the terms and conditions prior to your signing the contractual agreement, as specified in the tender documents, and that within 14 days from the date of your announcement, we will sign the Agreement documents, and all the additional documents and evidence claiming presentation.



8. The data and/or documents included in our proposal, and constitute, in our judgment, secret information are as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

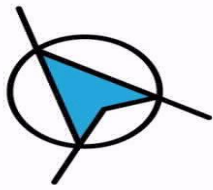
The Bidders Name (in full): \_\_\_\_\_

Names of the authorized signers on behalf of the Bidder: \_\_\_\_\_  
\_\_\_\_\_

Signatures of the authorized signers; \_\_\_\_\_

The bidder's stamp: \_\_\_\_\_

Date: \_\_\_\_\_



**Appendix 2.1 Price Quote Form (will be submitted exclusively online)**

FAO

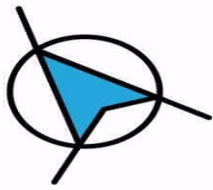
Ayalon Highways Co. Ltd  
2 Shderot Nim, Rishon Le' Zion

Dear Sir/Madam,

**RE: Price Quote Form**

We, the undersigned, having read, examined, and understood the instructions carefully of Ayalon Highways Co. Ltd (hereinafter: **“The Company”**) to submit a bid to enter into a contract as part of E-Tender (online) no. 24/20 to provide detailed characterization, development, and maintenance services for a system for planning public transport services for Ayalon Highways Co. Ltd (hereinafter: **“The Tender”** and **“The Services,”** respectively) hereby offer to grant the services to the Company according to all of its terms, conditions, and specifications detailed in the Tender documents and the Contract Agreement, in consideration for remuneration as will be detailed below:

<b>Component</b>	<b>Weight for Calculative Needs</b>	<b>Proposed Amount (NIS VAT not included) / Percent - as applicable</b>	<b>Notes</b>
<b>Consideration for the basic services</b>	<b>40%</b>		<b>A fixed price is to be offered for all the basic services</b>
<b>Overall cost for core product licensing and maintenance for 5 years</b>	<b>40%</b>		A fixed price is to be offered for five years for the right to use the core product for up to 300 users and will include: A one-time license (procurement model) Costs for renewal/maintenance for five years Costs for annual licensing (rental model)
<b>The percentage of the across the board discount for fees charged to execute the additional services detailed in</b>	<b>20%</b>		List the discount rate of 0-20%



Appendix 13 to the Tender			
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**Clarifications and declarations concerning the price quote:**

We know that the Consideration offered by us to perform the services as mentioned above, is the final Consideration and includes the provision of the services that are the subject of this RFQ in its entirety and that we will not be remunerated for any addition, of any kind, concerning and/or in connection with our work, beyond the Consideration specified in our bid above, plus VAT.

The consideration will be calculated according to work hours as ordered in writing by the Company, actually executed by the winning bidder, and approved by the Company. We know that the scope of the services will be determined according to an organized work plan that will be submitted by the Awardee after a work meeting with the Company, and gaining an understanding of the specified task, the work plan will be examined by the Company, and only after its approval in writing, and signed by authorized signatories on behalf of the Company can the Awardee begin his work.

**We hereby declare that all of the details conveyed by us, as mentioned above, are correct and accurate.**

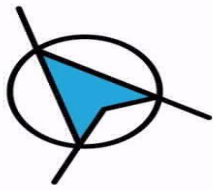
The Bidders Name (in full): \_\_\_\_\_

Names of the authorized signers on behalf of the Bidder: \_\_\_\_\_  
\_\_\_\_\_

Signatures of the authorized signers; \_\_\_\_\_

The bidder's stamp: \_\_\_\_\_ Date: \_\_\_\_\_





### Appendix 3

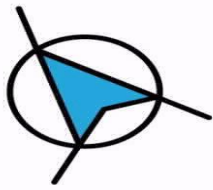
#### The Bidder's Declaration

We, the undersigned, having read, examined, and understood all of the documents of E-Tender (online) No. 24/20 to provide detailed characterization, development, and maintenance services for a system for planning public transport services for Ayalon Highways Co. Ltd (hereinafter: **"The Tender"** and **"The Works,"** respectively) whether or not they are attached yet constitute an inseparable part of the Tender documents, hereby declare and undertake the following:

1. We hereby declare that we have understood all of the mentioned in the tender documents and submitted our proposal accordingly. That we have diligently studied and examined all of the mentioned in the tender documents, reviewed all of the physical and legal requirements, conditions, and circumstances that may influence our proposal concerning the execution of the tendered works. We agree to all of the mentioned in the tender documents and confirm and warrant that we will not present any claims or demands based on ignorance and/or misunderstanding, and we hereby waive such claims in advance. Without prejudice to the generality of the foregoing, we know and agree that by submitting our bid, there is an explicit waiver of all claims, of any discrepancy and/or irregularity, of any kind, of the terms of the Tender and/or any terms and conditions thereof of the terms, conditions or stipulations afforded by law.
2. We declare that we meet all of the conditions specified in the tender and that our proposal complies with all the specifications in the tender documents and that we accept on ourselves to make any commitments under the terms of the tender documents, including the framework agreement and the contractual agreement to execute a specific task.
3. We declare that we know that executing the works according to the Tender documents demands confidentiality concerning all information available to us as well as maintaining a high level of reliability and credibility, and we undertake to comply with the provisions of the Tender documents and fulfill all our obligations under this Tender with reliability and credibility, and in strict adherence to all laws. We declare that we are not entitled to transfer any information that has come into our possession as a result of our participation in this tender to any other entity whatsoever or use it in any way that is outside the framework of this tender.
4. We hereby declare that this proposal is submitted without any contact and/or coordination with other bidders and that we have not disclosed the details of our proposal to other participants in the tender.
5. We hereby declare that our proposal is within the purview of the objectives and powers outlined in the Bidder's documents on behalf of which the bid is submitted and that we are entitled to sign on behalf of the Bidder on this bid and that there is no prohibition under any law or agreement in our signing on this proposal.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder's Signature



Appendix 4

FAO

Ayalon Highways Co. Ltd

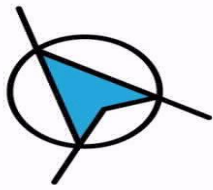
Affirmation

I the Undersigned, \_\_\_\_\_, attorney of \_\_\_\_\_ (hereinafter: “**The Bidder**”), hereby affirm the following:

1. Execution of the works and the contracts in the Agreement according to E-Tender (online) no. 24/20 to provide detailed characterization, development, and maintenance services for a system for planning public transport services for Ayalon Highways Co. Ltd falls with the authority and powers of the Bidder.
2. The \_\_\_\_\_ Bidder’s \_\_\_\_\_ managers \_\_\_\_\_ are:  
\_\_\_\_\_
3. The names of the persons whose signatures obligate the Corporation are:  
\_\_\_\_\_  
\_\_\_\_\_
4. The manner of the signature obligating the Bidder is: \_\_\_\_\_
5. The Bidder’s owners are: \_\_\_\_\_
6. The signatures of \_\_\_\_\_ as well as of \_\_\_\_\_, who have signed before me on this proposal and the contract attached to it, in addition to the affixation of the Bidder’s corporate stamp, obligate the Bidder’s corporation for all intents and purposes.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney Signature & Stamp



Appendix 5

**Affidavit**

**Regarding the Lawful Employment of Foreign Workers and Payment of Minimum Wage**

**under the Public Entities Transactions Law, 5736-1976**

I the Undersigned, Mr./Mrs. \_\_\_\_\_, bearer of the ID No. \_\_\_\_\_, after having been warned that I must declare the truth and that I shall be liable for the penalties prescribed by law if I do not do so, I hereby declare in writing as follows:

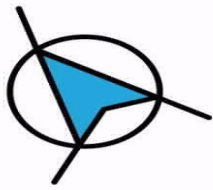
1. I have been lawfully authorized by \_\_\_\_\_ (hereinafter: “**The Bidder**”) to sign on this affidavit in support of the Tender bid for the E-Tender (online) no. 24/20 to provide detailed characterization, development, and maintenance services for a system for planning public transport services for Ayalon Highways Co. Ltd (hereinafter: “**The Tender**”).
2. I declare that the Bidder complies with one of these:
  - (a) The bidder and his affiliated party have not been convicted of a decisive verdict of an offense under the Foreign Workers Law.
  - (b) Up to the deadline for submitting proposals in the tender, the bidder and his affiliated party were not convicted of a decisive verdict of more than two offenses under the Foreign Workers Law.
  - (c) If the bidder or his affiliate has been convicted of a decisive verdict in two or more offenses under the Foreign Workers Law - that at least one year has passed since the last conviction until the proposal submission deadline.
3. I declare that the Bidder complies with one of these:
  - (a) The bidder and his affiliated party have not been convicted of an offense under the Minimum Wage Law.
  - (b) Up to the deadline for submitting proposals in the tender, the bidder and his affiliated party were not convicted of a decisive verdict of more than two offenses under the Minimum Wage Law.
  - (c) If the bidder or his affiliate has been convicted of a decisive verdict in two or more offenses under the Minimum Wage Law - that at least one year has passed since the last conviction until the proposal submission deadline.

To the matter of Sections 2 and 3 above:

“Means of Control,” “Holding,” and “Control” - Within the meaning of the Banking (Licensing) Law, 5741-1981.

“**Affiliated Party**” - any one of the following:

- (1) A group of individuals controlled by the Supplier:
- (2) If the supplier is a group of individuals, one of the following: (a) its controlling party; (b) a group of individuals whose composition of its shareholders or partners, as the case may be, is essentially similar to the said



composition of the Supplier, and the areas of activity of a group of individual are essentially similar to the areas of the Supplier's activities; (c) the person responsible on behalf of the Supplier for the payment of wages;

(3) If the Supplier is a group of individuals controlled by material control - another group of individuals controlled by the person in control of the Supplier

“**Convicted,**” of an offense - convicted by a decisive verdict of an offense committed after 25 Heshvan 5763 (October 31, 2002);

“**Foreign Workers Law**” - Foreign Workers Law (Prohibition of unlawful employment and assurance of fair conditions), 5751 - 1991

“**Minimum Wage Law**” - Minimum Wage Law, 5747 - 1987

“**Material Control**” - the holding of three quarters or more of a certain type of means of control of a group of individuals

4. This is my name, and this is my signature, and all I have stated is the truth.

\_\_\_\_\_

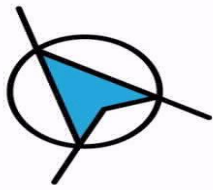
Signature of the declarant

Affirmation

I the Undersigned \_\_\_\_\_, Attorney at Law, from \_\_\_\_\_ Street, hereby affirm that on the date \_\_\_\_\_ appeared before me in my office Mr./Mrs. \_\_\_\_\_, authorized to sign on behalf of the Bidder, and identified by means of an identity card No. \_\_\_\_\_, and after warning him/her to declare the truth and of the penalties prescribed law if he/she does not do so, affirmed the veracity of the affidavit above and signed before me.

\_\_\_\_\_

The Attorney's Signature & Stamp



## Affidavit

### Concerning the Appropriate Representation of Persons with Disabilities

#### under the Public Entities Transactions Law, 5736-1976

I the Undersigned, Mr./Mrs. \_\_\_\_\_, bearer of the ID No. \_\_\_\_\_, after having been warned that I must declare the truth and that I shall be liable for the penalties prescribed by law if I do not do so, I hereby declare in writing as follows:

1. I have been lawfully authorized by \_\_\_\_\_ (hereinafter: "The Bidder") to sign on this affidavit in support of the Tender bid for the E-Tender (online) no. 24/20 to provide services for the maintenance and development of information services for public transport services for Ayalon Highways Co. Ltd (hereinafter: "**The Tender**").
2. I declare and confirm that I have received an explanation, and I understand the meaning of Section 9 of the Equal Rights Law for Persons with Disabilities, 5758-1998 (hereinafter: "**Equal Rights Law**").
3. I undertake to forward this copy of this affidavit to the Director-General of the Ministry of Labor and Social Welfare and Social services within 30 days from the date of my contractual engagement with Ayalon Highways Co. Ltd.

4. **Mark X in the suitable box:**

- The provisions of Section 9 of the Equal Rights Law do not apply to the Bidder.
- The provisions of Section 9 of the Equal Rights Law apply to the Bidder, and they are maintained.

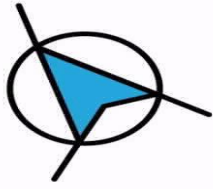
If the Bidder employs at least 100 employees, he must undertake the following:

- The bidder undertakes to contact the Director-General of the Ministry of Social Welfare and Social Services to examine the implementation of his obligations under Section 9 of the Equal Rights Law and, if necessary, to receive instructions on their implementation.
- If the Bidder employs at least 100 employees and has previously undertaken to contact the Director-General of the Ministry of Social Affairs and Social Services to examine the implementation of his obligations under Section 9 of the Equal Rights Law, which states that he has applied as required and followed the implementation of instructions if given.
5. This is my name, and this is my signature, and all I have stated is the truth.

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

#### Affirmation

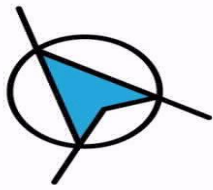
I the Undersigned \_\_\_\_\_, Attorney at Law, from \_\_\_\_\_ Street, hereby affirm that on the date \_\_\_\_\_ appeared before me in my office Mr./Mrs.



\_\_\_\_\_, authorized to sign on behalf of the Bidder, and identified by means of an identity card No. \_\_\_\_\_, and after warning him/her to declare the truth and of the penalties prescribed law if he/she does not do so, affirmed the veracity of the affidavit above and signed before me.

\_\_\_\_\_

The Attorney's Signature & Stamp



## Appendix 6

### Appendix 8 - A Statement Verifying Non-payment of any “Brokerage Fee” to any “Brokerage Entities.”

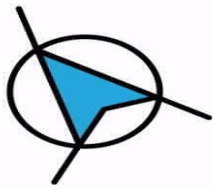
1. In addition to all the obligations and prohibitions applicable by law, including the Penal Code, 5737-1977, the Bidder and those on his behalf, hereby undertake and declare as follows:
  - 1.1 Shall not offer and/or give and/or receive, directly or indirectly, any benefit and/or money and/or valuable with the objective of influencing directly and/or indirectly on a decision and/or action and/or oversight of Ayalon Highways Co. Ltd (hereinafter: “**Ayalon Highways**”) and/or of any officer of Ayalon Highways and/or employee of Ayalon Highways and/or any person on his behalf and/or any other entity, with respect to the contractual procedure and/or any contract/order stemming thereof.
  - 1.2 Shall not solicit and/or cooperate, directly and/or indirectly, with an officer of the Ayalon Highways and/or employee of the Ayalon Highways and/or any person on its behalf and/or any other person and/or entity to attain confidential/secret information relating to the contractual process and/or any other contract/order stemming thereof.
  - 1.3 Shall not solicit and/or cooperate, directly and/or indirectly, with an officer of Ayalon Highways and/or employee of Ayalon Highways and/or any person on its behalf and/or any other entity to fix prices artificially and/or without competition.
  - 1.4 Have not acted in contravention of the provisions of sub-clauses 1.1-1.3 above in connection with the contractual procedures in this Tender.
2. If a reasonable suspicion arises that the Bidder and/or any person on his behalf acted in contravention to Clause 1 above, Ayalon Highways at its sole and absolute discretion reserves the right not to involve him in a contractual procedure for which there is the suspicion above and/or in any other procedure (hereinafter: “the contract”) and/or not receive his bid in said contractual procedure and/or cancel at any time whatsoever his winning bid in said contract and/or cancel at any time whatsoever the contract/order stemming from said contractual procedure.
3. It is the Bidder’s sole responsibility to bring the content of this clause to the knowledge of his employees, subcontractors, representatives, agents, and persons on his behalf, involved in any way whatsoever in the contractual procedure with Ayalon Highways and/or a contract/order stemming thereof.

Whereof, the Undersigned, the Bidders authorized signatories, authorized to commit with their signature:

---

The Bidder





## Appendix 7

### Affidavit

#### For Proof of the Bidder's Experience

##### **To show proof of compliance with the bid's threshold conditions and quality score**

I the Undersigned, Mr./Mrs. \_\_\_\_\_, bearer of the ID No. \_\_\_\_\_, after having been warned that I must declare the truth and that I shall be liable for the penalties prescribed by law if I do not do so, I hereby declare in writing as follows:

1. I serve as a manager in the \_\_\_\_\_ Company, \_\_\_\_\_ Corporate ID No. (hereinafter: "**The Bidder**") and I have been lawfully authorized by the Bidder to sign on this affidavit in support of the Tender bid for the E-Tender (online) no. 24/20 to provide services for the maintenance and development of information services for public transport services for Ayalon Highways Co. Ltd(hereinafter: "**The Tender**").
2. The Bidder is: [Check the pertinent selection]
  - The proposed core product manufacturer.
  - A proposed core product manufacturer representative authorized to market the proposed core product in Israel.
  - Related in the Agreement with one of those mentioned above as a subcontractor of the Bidder.

The core product manufacturer is: \_\_\_\_\_

3. The proposed core product has been installed and operates in the framework of at least three different recognized projects (as defined in the Tender) for the gathering of information concerning public transport services, and its display, as detailed herein:

#### Project No. 1

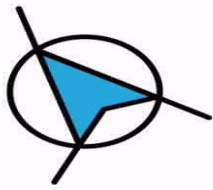
Project Name:

A Concise Description of the Project:

---

In the framework of this project: [Check the pertinent selection]

- The core product operates on a GIS layer containing at least five different layers of information.



- The core product receives information from at least three different information sources from the possible sources of information (as defined herein).
- The project presented shows data from at least 10 different overland public transport lines in at least 2 different cities.
- The project has been in a production environment of the Customer for at least three years.

Name of the Client: \_\_\_\_\_

Name of the Client's Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

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### **Project No. 2**

Project Name:

A Concise Description of the Project:

---

In the framework of this project: [Check the pertinent selection]

- The core product operates on a GIS layer containing at least five different layers of information.
- The core product receives information from at least three different information sources from the possible sources of information (as defined herein).
- The project presented shows data from at least 10 different overland public transport lines in at least 2 different cities.
- The project has been in a production environment of the Customer for at least three years.

Name of the Client: \_\_\_\_\_

Name of the Client's Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

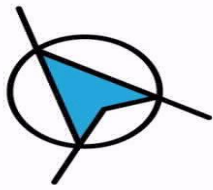
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### **Project No. 3**

Project Name:

A Concise Description of the Project:

---



In the framework of this project: [Check the pertinent selection]

- The core product operates on a GIS layer containing at least five different layers of information.
- The core product receives information from at least three different information sources from the possible sources of information (as defined herein).
- The project presented shows data from at least 10 different overland public transport lines in at least 2 different cities.
- The project has been in a production environment of the Customer for at least three years.

Name of the Client: \_\_\_\_\_

Name of the Client's Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

---

**Additional projects may be presented for purposes of receiving quality points, solely in accordance with the format above.**

4. The Bidder is experienced in developing "A System in the Field of Public Transport" that is a platform or application used for planning and/or providing information in the field of overland public transportation including information concerning service lines, information services concerning traffic congestion, direction of traffic, public transportations search engines, as detailed below -

The Name of the System Developed by the Bidder:

\_\_\_\_\_

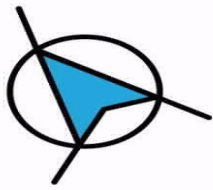
A Concise Description of the System Developed by the Bidder:

\_\_\_\_\_

\_\_\_\_\_

I hereby declare the following:

- 4.1. Development costs of the above system totaled at least NIS 250,000 VAT not included (without maintenance costs).
- 4.2. The above system is used to plan or display information concerning overland public transportation.



- 4.3. The above system operates in a production environment for at least one year as of the deadline of the Tender.
- 4.4. The above system receives information from at least three possible sources of information (as defined in the Tender), as detailed below: [Check the pertinent selection]
- A GPS based bus location information system.
  - A passenger count system
  - Systems that provide origin-destination information.
  - Applications that supply real-time traffic information.
  - Information concerning payment clearing for public transportation services.
5. I hereby declare that all of the details set out above are correct and accurate, and I consent to the verification of such information against any party, including the contacts specified in this affidavit.

The Bidder's Signature

**Date:** \_\_\_\_\_, **The Bidder's Name:** \_\_\_\_\_;

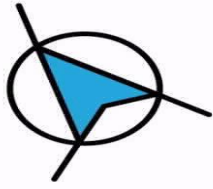
**Signature & Stamp:** \_\_\_\_\_

Attorney Affirmation of the Bidder's Signature

I the Undersigned \_\_\_\_\_, Attorney at Law, from \_\_\_\_\_ Street, hereby affirm that on the date \_\_\_\_\_ appeared before me in my office Mr./Mrs. \_\_\_\_\_, and identified by means of an identity card No. \_\_\_\_\_, who is the authorized signatory with the authority to sign this affidavit on behalf of the Bidder, and after warning him/her to declare the truth and of the penalties prescribed law if he/she does not do so, affirmed the veracity of the affidavit above and signed before me.

\_\_\_\_\_

The Attorney's Signature & Stamp



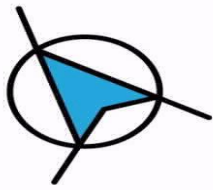
## Appendix 8

### Affidavit

#### For Proof of Experience of the Proposed Transport Planner

I the Undersigned, Mr./Mrs. \_\_\_\_\_, bearer of the ID No. \_\_\_\_\_, after having been warned that I must declare the truth and that I shall be liable for the penalties prescribed by law if I do not do so, I hereby declare in writing as follows:

1. I am intended to serve as a transport planner in \_\_\_\_\_, Corporate ID/Licensed Dealer No. \_\_\_\_\_ (hereinafter: "The Bidder") in his bid to E-Tender (online) no. 24/20 to provide services for the maintenance and development of information services for public transport services for Ayalon Highways Co. Ltd.
2. I am: [Check the pertinent selection]
  - Employed by the Bidder in an employee-employer relationship
  - Connected with the Bidder in a Contractual Agreement
3. I have at least ten years' experience in public transport services planning.
4. I have prepared at least two plans for public transport planning services that comply with the following cumulative specifications:
  - 4.1. The plan included planning of at least 20 public transport lines with at least three transfer points between them.
  - 4.2. The plans were prepared for a planning region with a population of at least 100,000 people.
  - 4.3. The planning service included an analysis of demand surveys, formulation of alternatives, the definition of mechanisms for assessing the alternatives.
  - 4.4. The plan's design was completed during the decade previous to the date of publication of this Tender.
  - 4.5. The planning was executed utilizing a computerized system combining GIS layers.



5. Additional significant and relevant details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. I hereby declare that all of the details set out above are correct and accurate, and I consent to the verification of such information against any party.

The Transport Planner's Signature

**Date:** \_\_\_\_\_; **Team Leader Name:** \_\_\_\_\_; **Signature:**

\_\_\_\_\_

Attorney Affirmation of the Transport Planner's Signature

I the Undersigned \_\_\_\_\_, Attorney at Law, from \_\_\_\_\_ Street, hereby affirm that on the date \_\_\_\_\_ appeared before me in my office Mr./Mrs. \_\_\_\_\_, and identified by means of an identity card No. \_\_\_\_\_, and after warning him/her to declare the truth and of the penalties prescribed law if he/she does not do so, affirmed the veracity of the affidavit above and signed before me.

\_\_\_\_\_

The Attorney's Signature & Stamp

The Bidder's Signature

**Date:** \_\_\_\_\_; **The Bidder's Name:** \_\_\_\_\_; **Signature:** \_\_\_\_\_

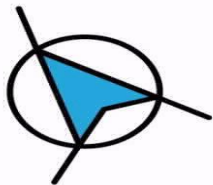
Attorney Affirmation of the Bidder's Signature

I the Undersigned \_\_\_\_\_, Attorney at Law, from \_\_\_\_\_ Street, hereby affirm that on the date \_\_\_\_\_ appeared before me in my office Mr./Mrs. \_\_\_\_\_, and identified by means of an identity card No. \_\_\_\_\_, who is the authorized signatory with the authority to sign this affidavit on behalf of the Bidder, and after warning him/her to declare the truth and of the penalties prescribed law if he/she does not do so, affirmed the veracity of the affidavit above and signed before me.

\_\_\_\_\_

Attorney's Signature & Stamp

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**Appendix 9**

Date: \_\_\_\_\_

FAO  
Tenders Committee  
Ayalon Highways Co. Ltd.

Dear Sir/ Madam,

RE: An Affidavit Concerning the Bidder's Status

I the Undersigned, Mr./Mrs. \_\_\_\_\_, bearer of the ID No. \_\_\_\_\_, after having been warned that I must declare the truth and that I shall be liable for the penalties prescribed by law if I do not do so, I hereby declare in writing as follows:

1. I have been lawfully authorized by \_\_\_\_\_ (hereinafter: "The Bidder") to sign on this affidavit in support of the Tender bid for the E-Tender (online) no. 24/20 to provide detailed characterization, development, and maintenance services for a system for planning public transport services for Ayalon Highways Co. Ltd (hereinafter: "The Tender").
2. I hereby declare the following:
  - 2.1 The Bidder is not in receivership, suspension of proceedings, bankruptcy or liquidation
  - 2.2 The Bidder is not facing insolvency
  - 2.3 No material foreclosure has been imposed at a rate greater than the Bidder's equity capital.
3. This is my name, and this is my signature, and all I have stated is the truth.

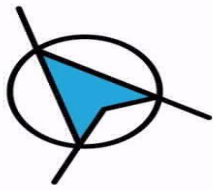
\_\_\_\_\_  
Signature of the declarant

**Attorney Affirmation**

I the Undersigned \_\_\_\_\_, Attorney at Law, from \_\_\_\_\_ Street, hereby affirm that on the date \_\_\_\_\_ appeared before me in my office Mr./Mrs. \_\_\_\_\_, authorized to sign on behalf of the Bidder, and identified by means of an identity card No. \_\_\_\_\_, and after warning him/her to declare the truth and of the penalties prescribed law if he/she does not do so, affirmed the veracity of the affidavit above and signed before me.

\_\_\_\_\_  
Attorney's Signature & Stamp

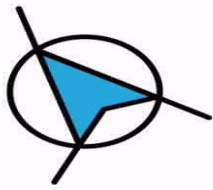




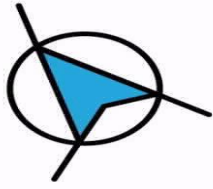
**Appendix 10**

**Documents Required for a Quality Review of the Bidder's Bid**

	Standard	Scoring method	Required document
1	Amount of "recognized projects" in which the core product has been incorporated in	2.5 points for each additional "recognized project" that complies with the specifications outlined in the threshold conditions in Section 3 for the Tender (Beyond the stipulated threshold - 3 projects).	Included as part of Appendix 7 above
2	Features of the proposed core product	<p>The Bidder will relate to the specifications detailed in Document C' of the Tender and perform a demonstration (demo) of the proposed core product.</p> <p>The specifications in Section 3.3.1 have been classified as "primary specifications."</p> <p>Will be granted (up to a maximum of 20 pts) for specifications classified as primary specifications, as detailed below,</p> <p>Up to 1 point for each feature embedded currently in the core product as well as in the proposed core system.</p> <p>Up to 0.5 points for every additional capability of the proposed core products (beyond the features embedded currently in the core tool) out of the specifications document, and which the Bidder undertakes to complete their development within six months from the date a contract agreement is signed with him.</p>	<p>Will be submitted based on the table as detailed below.</p> <p>Also, a document of up to 5 pages must be attached showing the core product, including applied architecture and the description of the technological environment in which it operates.</p>

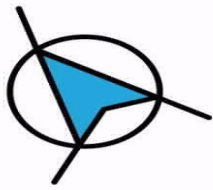


		<p>Up to 0.5 points for each additional feature of the core product, embedded currently in the core system, <b>beyond</b> the features detailed in the Specifications Document and which the Tenders Committee will find relevant to the subject of the Tender.</p> <p>Comment: The score for each primary specifications will be derived from the answer to the set of detailed specifications to which it is related.</p>	
3	Proof of Experience of the Proposed Transport Planner	<p>An examination of the relevancy of the planning works executed by the proposed transportation planner (up to 5 points for each job). In the document that will be submitted, kindly address the subjects detailed below:</p> <ul style="list-style-type: none"> <li>• The population residing in the planning space</li> <li>• The scope of the lines included in the planning.</li> <li>• Coping with network planning challenges</li> <li>• The size of the planning team</li> <li>• The technological system that will be used for planning.</li> </ul>	<p>A Word document containing a description of two planning jobs conducted by the proposed transportation planner will be attached to the bid by the Bidder as part of the bid.</p>
4	The methodological document for the performance of the services	<p>The score will be determined according to the opinion expressed by the Company in the following subjects:</p> <ol style="list-style-type: none"> <li>1. The organizational structure and role staffing of the detailed characterization team</li> <li>2. The organizational structure of the development team on behalf of the service provider</li> <li>3. Additional technological tools that will be integrated into the solution</li> </ol>	<p>A methodological document submitted by the Bidder will contain a reference to the subjects detailed in the right-hand column.</p>



		<ol style="list-style-type: none"><li>4. The schedule for completion of the development segment</li><li>5. An initial proposal to perform a planning system simulation.</li></ol>	
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## Appendix 11

### A Declaration Concerning the Absence of Conflict of Interest:

**The Bidder must attach declarations to this bid, signed by the Bidder as well as by each of the staff personnel on his behalf, and verified by an attorney**

Date: \_\_\_\_\_

FAO  
Tenders Committee  
Ayalon Highways Co. Ltd.

Dear Sir/Madam,

#### Affidavit

I the Undersigned, Mr./Mrs. \_\_\_\_\_, bearer of the ID No. \_\_\_\_\_, after having been warned that I must declare the truth and that I shall be liable for the penalties prescribed by law if I do not do so, I hereby declare in writing as follows:

1. I serve as in the \_\_\_\_\_ Company, \_\_\_\_\_ Corporate ID No. (hereinafter: "The Bidder") and sign on this affidavit in support of the Tender bid for the E-Tender (online) no. 24/20 to provide services for the maintenance and development of information services for public transport services for Ayalon Highways Co. Ltd (hereinafter: "Ayalon Highways").
2. The Bidder or any of its staff does not and will not during the period of service for Ayalon Highways have any conflict of interest of any kind, business and/or personal and/or other relationships and/or any other matter that may place the Bidder and/or any person of its staff in a conflict of interest or concern regarding the existence of a conflict of interest (hereinafter: "**Conflict of Interest**");
3. Should the Bidder win the tender, the Bidder and its staff will act faithfully towards Ayalon Highways and solely in its best interests.
4. The Bidder and its staff undertake to refrain from being in a conflict of interest with Ayalon Highways and undertake to notify Ayalon Highways as soon as any concern arises concerning the existence of a conflict of interest with Ayalon Highways as stated.
5. The Bidder and its staff hereby undertake that in the event of a concern as stated in Section 4 above, to cease any activity on behalf of Ayalon Highways and/or provide any service relating to the project and/or Ayalon Highways, pending the receipt of instructions from Ayalon Highways regarding the matter;
6. Without derogating from the generality of the foregoing, the following are the entities and/or corporations related directly and/or indirectly to the Bidder and/or the staff and/or the Bidder and/or its staff provide services and/or the Bidder and/or its staff has a personal

or business relationship with them when submitting a tender proposal, which may put the Bidder and/or its staff in a conflict of interest:

<u>The entity</u>	<u>The essence of the relationship with the entity and/or on its behalf</u>

7. This is my name, and this is my signature, and all I have stated above is the truth.

\_\_\_\_\_

Date

\_\_\_\_\_

Name of the declarant

\_\_\_\_\_

ID No.

\_\_\_\_\_

Signature of the declarant

Attorney Affirmation

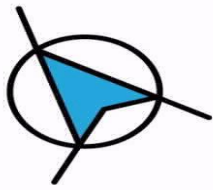
I the Undersigned \_\_\_\_\_, Attorney at Law, hereby affirm that on the date \_\_\_\_\_ appeared before me in my office Mr./Mrs. \_\_\_\_\_, authorized to sign on behalf of the Bidder, and identified by means of an ID No. \_\_\_\_\_, and after warning him/her to declare the truth and of the penalties prescribed law if he/she does not do so, affirmed the veracity of the affidavit above and signed before me.

\_\_\_\_\_

Date

\_\_\_\_\_

Attorney Signature & Stamp



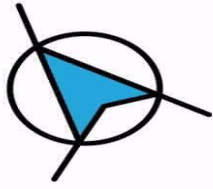
## Appendix 12

### Terms of Participation in the Tender as part of the “Dekel Tender” System.

1. I confirm that I have carefully read all of the tender documents above and that I know that all the tender documents, **including this appendix**, without exception, are an inseparable part of the tender documents and all that it implies.
2. This tender is managed through the internet website “Dekel Tenders” at the address <https://bids.dekel.co.il/ayalon>. (and hereinafter “**website address**”).
3. Herein are the stages of the tender, as these are managed by this website, as follows:
  - 3.1. Registration on the “Dekel Tenders” website and issuance of a personal username and password for the participant. It should be emphasized that bidder entry will be executed solely utilizing the username and password.
  - 3.2. Review of the tender documents and the threshold conditions.
  - 3.3. Registration to the tender through the website and reception of documentation (return delivery) confirming that the participant has registered to the tender.
  - 3.4. The procedure for joining: All of the tender documents, including the appendices and other pertinent documentation, should be downloaded from the designated tab. The Bidders will print and fill out all of the tender documents as per the guidelines detailed in the Terms of the Tender Volume. After filling out and signing the documents and adding all of the required documents, the documentation is to be scanned at a quality that enables comfortable reading and submits them in the designated tab according to the following classification: Compulsory documents, a response to clarification questions (will be published pursuant to the date set for the response), additional announcements and elective documents.

**It should be clarified and emphasized that the automated e-tender system does not examine the content of the document submitted or its compatibility to tender requirements, and it is solely the Bidder’s responsibility to do so.**
  - 3.5. The price quote will be submitted on the designated tab on the website, after which the Bidder will press the approve button to confirm delivery.

The system will sign, encode and send the Bidder’s proposal in an encoded manner such that it cannot be observed by any other entity before the date has arrived by opening the RFQ box by the RFQ Committee and/or those authorized on its behalf.
  - 3.6. Sending a single proposal. It should be clarified and emphasized that the submission of several proposals by the same participant will not be allowed and that after submitting the Bidder’s proposal through the e-RFQ system, the system will be locked to prevent the submission of additional documents by the Bidder.
4. **For any question, please contact Mrs. Oshrat Alon from the Dekel Co. by telephone +972-(0) 4-8145400 Ext. 1 or by email: oshrata@dekel.co.il.**
5. I hereby declare that I have understood all of the documents on their particulars and that the place of execution of the contract, terms of access and any other factors affecting or likely to affect it, including concerning the extent of the expenses that are known and recognized by me and that accordingly I have based my proposal.



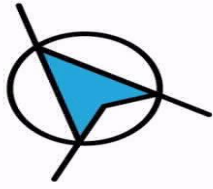
Participant's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Tel: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Signature & Stamp: \_\_\_\_\_

Date: \_\_\_\_\_



Appendix 13

Hourly Work Fees

As published in the Ayalon Highways website