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E-Tender (Online) No. 33/20

**For Design, Acquisition, Implementation &
Maintenance of**

In Motion Vehicle Charging systems in Israel

TENDER CONDITIONS AND INSTRUCTIONS

Volume A

September 2020

Tender No. 33/20

TENDER CONDITIONS AND INSTRUCTIONS

1. INTRODUCTION

1.1. General

Ayalon Highways Co. Ltd (the "**Company**"), hereby requests proposals from any eligible Participant that complies with the requirements specified in this Tender for Design, Acquisition, Implementation & Maintenance of In Motion Vehicle Charging system, all as described in the Tender Documents.

1.2. Background

1.2.1. The Company is a governmental company owned by the State of Israel, and is in charge of, inter alia, promoting the designing and execution of Transportation Projects, and is appointed by the Israeli Ministry of Transport and Road Safety (the "**Ministry of Transport**" or "**MOT**") as the agency responsible for the designing and execution of such projects.

1.2.2. As such, the Company is in charge, via the MOT, of the design, promotion, management and execution of Urban and Metropolitan Transportation Projects, including Projects which promote public transportation and reducing the use of private vehicles in Israel, **and also managing, initiating and developing projects in the realm of innovation and transportation technology, and accommodating infrastructures to the technological developments in vehicles and road facilities.**

1.2.3. **In light of the above, and as part of the company's activities to promote useful technological solutions in the realm of transportation, the Company hereby requests proposals from any eligible Participant for the design, Acquisition, Implementation & Maintenance of In Motion Vehicle Charging system, all as described in the Tender Documents.**

1.2.4. The company shall engage with the Winning Participants in Framework Agreement for supplying the abovesaid Services, from time to time and according to the Company's needs, attached hereto as **Volume B** to the Tender documents.

1.3. Tender Purpose

1.3.1. The company's purpose in this Tender, is to examine innovative Technological solutions which will enable charging electrical vehicles by riding in designated lanes.

1.3.2. Bidders in this Tender will be requested to comply to the Pre-Qualification Requirements set in the Tender. Bidders which shall be announced as Winning Bidders will be part of the Framework Suppliers. All subject to and according to the Tender terms.

1.3.3. The Company will choose out of the Framework Suppliers, from time to time and according to the choosing mechanism detailed below, a Supplier for the execution of a specific task, which may include the design, Acquisition, Implementation & Maintenance of the offered system ("**a Specific Task**"). Such shall include, inter alia, examining and practical testing of the solution presented by the Framework Suppliers.

1.3.4. **It is hereby clarified, that due to the special technological complexity and innovative aspects of the system subject of the Tender, the tender documents do not define the essence of the Solution or its features, but rather the Functional Requirements which the Technological Solution is to meet. Also, as part of the Company's referral for a specific task (as defined below), the company may define qualities, terms and conditions which may be mandatory requirements to the proposed system, and may also perform a practical examining and testing of the proposed solution.**

1.4. Definitions

In this Volume A of the Tender Documents the following words and expressions shall have the meaning hereby assigned to them, as follows:

"Authorized State"	A state which has full diplomatic relations with the State of Israel.
"Control"	(i) the holding of more than fifty percent (50%) in the controlled entity's share capital; or (ii) the possession of more than fifty percent (50%) in the controlled entity's voting power; or (iii) the power to appoint more than fifty percent (50%) of the directors in the controlled entity; or (iv) the ability to direct the operation of the controlled entity.
"Final Proposal Submittal Date"	As defined in Clause 1.7
"Framework Agreement" / Agreement	The agreement attached as Volume B of the Tender Documents and as shall be updated by the Company.
"Joint Venture"	A partnership of two or more legal entities, where each is a company or registered partnership duly organized and validly existing under the laws of the State of Israel or under the laws of an Authorized State, and each one of the entities bears full responsibility towards the Company, jointly and separately, to the Bidder's (the joint venture's) commitments according to the tender documents.

"Proposal"	The proposal to the Tender be submitted by each Participant in accordance with the terms of the Tender Documents.
"Proposed System"/ "Proposed Solution"	A System proposed by a Participant in this Tender, including all its components.
"Participant" / "Bidder"	An entity / each member of a Joint Venture that submitted a Proposal according to the Tender Documents.
"The Services"	Design, Acquisition, Implementation & Maintenance, including any part of such, of In Motion Vehicle Charging system.
"The System"	In Motion Vehicle Charging system, including all its components.
"MOT"	Israel Ministry of Transport and Road Safety of the State of Israel.
"Tender"	This Tender issued by the Company which invites local and international entities to submit proposals for Design, Acquisition, Implementation & Maintenance of In Motion Vehicle Charging system.
"Tender Committee"	The Tender Committee of the Company.
"Tender Documents"	The documents detailed in Clause 2 hereof and any clarification and/or addendum thereto made by the Tender Committee in writing.
"Winning Participant"/ "Framework Supplier"/ Supplier"	A Participant (or Participants) to be selected by the Tender Committee and with which the Company shall enter a Framework Agreement.
"Winning Proposal"	The Proposal of the Winning Participant.

1.5. Proposed System's Purposes

The Proposed system's purposes, goals and features are as detailed in Volumes C and D and iter alia:

- 1.5.1. Integrating the chosen System and Technology in the Company's Projects in Israel, including integration in designated lanes for Public and Cooperative Transportation.
 - 1.5.2. Charging various electrical vehicles, including: buses, minibuses, private vehicles and trucks.
 - 1.5.3. Considering that the technology is designated to be implemented for a long term and is designated to provide service to vehicles of various types and sizes, Bidders may propose one of the charging methods based on energy conductors situated in / on the road layers (see illustration 1 in Volume D):
 - 1.5.3.1. Charging in contact with power strips in the road.
 - 1.5.3.2. Wireless charging.
- 1.6. referral for a specific task
- 1.6.1. As detailed herein, after completion of the Tender proceedings and forming the repository of Framework Suppliers, The Company shall be entitled to issue, among the Framework Suppliers (all or part of), from time to time, in accordance with its needs, a referral for a specific task including for the supply of a system or several systems, in a location as defined by the Company, all to the Company's sole discretion ("**referral for a specific task**").
 - 1.6.2. For the avoidance of doubt, the Proposed systems will be required to meet all the requirements and functions as defined by the Company in the Tender documents and in the referral for a specific task.
 - 1.6.3. It is hereby clarified, that the System requirements as specified in the Tender documents, are **minimal requirements**, and that such specification does not derogate of the Company's right to set additional requirements and mandatory features or others as to the Proposed Systems, including whilst testing of the Proposed system for examining the inclusion of the Participant in the Repository for Framework Suppliers and/or whilst testing the Proposed system at a Referral for a specific task.
- 1.7. Schedule
- Without derogating from the rights of the Tender Committee under the Tender Documents, to postpone any of the dates listed below, the submission of the Proposal is to be in accordance with the following schedule:
- 1.7.1. Participant conference (Participation is not mandatory) on 30/11/2020.
 - 1.7.2. Last date for submission of requests for clarifications and interpretation on 17/12/2020 no later than 12:00 (local Israeli Time).
 - 1.7.3. Last date for submission of the Proposal on 31/01/2021, no later than 12:00 (local Israeli time) ("**Final Proposal Submittal Date**").

The Company may, at any time and in its sole discretion, change the schedule for the Tender process, with a notice given to the Participants.

2. **THE TENDER DOCUMENTS**

2.1. The Tender Documents shall comprise of the following:

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

2.1.1.1. Appendix 1 - Information about the Participant;

2.1.1.2. Appendix 2 - Proposal Form;

2.1.1.3. Appendix 3 - Participant's Representation;

2.1.1.4. Appendix 4 - Attorney's approval;

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

2.1.1.6. Appendix 6 - Participant's statement;

2.1.1.7. Appendix 7 - Affidavit to demonstrate compliance with the requirements of Clause 4.3;

2.1.1.8. Appendix 8 - Affidavit to demonstrate compliance with the requirements of Clause 4.4;

2.1.1.9. Appendix 9 - Declaration and Obligation of No Conflict of Interest;

Appendix 10 - A Declaration Concerning the Terms of Participation in the Tender as part of the “Dekel Tender” System.

2.1.1.10.

2.1.2. **VOLUME B** – The Framework Agreement with all its Appendixes.

2.1.3. **VOLUME C** – Proof of Abilities Stage - Requirements.

2.1.4. **VOLUME D** – Additional Future Requirements (Optional).

2.2. All the Tender Documents, whether attached or not, are and shall remain the sole property of the Company and shall not be copied, reproduced, saved or used in any manner or for any purpose other than preparing and submitting the Proposal. For the avoidance of doubt, the documents are the sole property of the Company, also after being filled by the Bidder, and the Company shall be entitled to make any use of such, to its sole discretion, whether the Bidder is a winning Bidder or not, and Bidders shall not have any claim against the Company regarding such use.

- 2.3. The Tender Documents can be viewed and downloaded at the Company's website at: www.ayalohw.co.il. **Proposals will be submitted by means of the e-tender system.**

3. **Supplementary Tender**

- 3.1. **It is hereby clarified that in light of the nature of the services, and the need to provide a dynamic solution to projects in the realms subject matter of the tender, the Company reserves the right, to its sole discretion, to publish a supplementary tender in relation to the services (hereinafter: "supplementary tender"), and the Winning Bidders in such a supplementary tender will be part of the Repository of framework suppliers.**
- 3.2. It is further clarified, that the publishing of a supplementary tender as abovesaid, will not derogate from Winning Bidders being part of the Repository of Framework Suppliers, and no priority shall be given to Framework suppliers based on the Tender by which they are part of the Repository of Framework Suppliers.
- 3.3. It is clarified that the provisions of this section are not to oblige the Company to publish such supplementary Tender in any way, and the publication of a supplementary tender is subject to the Company's professional and sole discretion.
- 3.4. Without derogating from the foregoing, The Company reserves the right to add, in a supplementary tender, additional services to those required under this tender, and to determine additional Repositories of framework suppliers in additional categories, including dividing the Repository of framework suppliers into several Repositories, all to its sole discretion.

4. **PRE-QUALIFICATION REQUIREMENTS**

Any Participant who desires to submit a Proposal must demonstrate its compliance with all the Pre-Qualification Requirements set forth in this Section below:

- 4.1. (A) The Participant is an entity (company or registered partnership) duly organized and validly existing under the laws of the State of Israel;

OR

(B) The Participant is an entity (company or registered partnership) duly organized and validly existing under the laws of an Authorized State (as defined in section 1.4 above).

In the event that such Participant will be declared as a Winning Participant, the engagement of the Company with such Participant will be subject to registration of the Participant as a Foreign Company or as a Foreign Partnership (as applicable), as these terms are defined in the Companies Law, 5759-1999 or The Partnerships Ordinance [New Version], 5735-1975, respectively;

OR

(C) The Participant is a joint venture (as defined in section 1.4 above).

To dispel any doubt, it is clarified that each member in the joint venture is entitled to participate in only one proposal. Any proposal submitted by a joint venture will be signed by the authorized signatory(ies) from each one of the members of the joint venture, to which the stamp of each one of the said joint venture members will be affixed.

- 4.2. The Participant has all the required approvals and affidavits under the Public Entities Transactions Law, 1976, valid to the Final Proposal Submittal Date [applies only to legal entities incorporated in Israel or registered Foreign Companies as the term is defined in the Companies Law, 5759-1999].
- 4.3. The Participant's latest audited financial statements do not include a going concern notice, and is not in administration, liquidation, receivership, bankruptcy or winding up process or the like and there are no pending applications or petitions with regard thereto and it is not insolvent.
- 4.4. The Participant is authorized to market the Proposed System including its licenses in Israel.

In case the Participant is a joint venture, it may demonstrate its compliance with this requirement among one of the Parties to the joint venture.

5. PROOF OF ABILITY STAGE

- 5.1. The Company shall examine and determine if the Participant and the Proposal are in compliance with the Pre-Qualification Requirements set forth in Clause 4 above. Only Participants and Proposals that comply with the Pre-Qualification Requirements will advance to the proof of abilities stage.
- 5.2. At the proof of abilities stage, Participants must present the Company with a POD (Proof of Delivery) Reports or POC (Proof of Concept) Reports, which were conducted according to the requirements detailed in Volume C.
- 5.3. A Participant which shall not present the POD or POC reports as mentioned in section 5.2 above, may conduct such tests and reports at the Company's facilities and according to its Instructions in order to demonstrate its compliance with the requirements and specifications detailed at Volume C.
- 5.4. The results of the Reports as detailed in sections 5.2-5.3 above, are to be presented to the Company no later than 6 months after receiving the Company's notice of complying with the Pre-Qualification Requirements. A Participant which shall be interested in conducting the Reports according to clause 5.3 above, must present its request to the Company, in writing, no later than 3 months after receiving the Company's notice of complying with the Pre-Qualification Requirements
- 5.5. Participants which shall be found by the Company as meeting the Proof of Ability stage requirements according to this section ("**Proof of Ability**"), will be included in the Repository of Framework Suppliers, subject to the provisions of the Tender.

6. Entering the Repository of Framework Suppliers

- 6.1. Participants which shall be found by the Company as meeting Pre-qualifications and the Proof of Ability stage requirements, will be included in the Repository of Framework Suppliers, subject to signing of the Agreement and all provisions of the Tender documents.
- 6.2. The company shall choose, from time to time and according to the procedure described below, a Framework Supplier or Suppliers for a Specific defined Task, to its sole discretion, and according to the provisions of the Tender and a referral for a specific task sent to the Framework Suppliers, which shall specify the scope of the required services and requirements as to the specific task.

7. Additional stages after entering the Repository of Framework Suppliers

- 7.1. The Framework Suppliers may be asked by the Company, from time to time, to present the Company with additional data and proof of ability regarding their Proposed Systems, all according to professional and other requirements which shall be defined and presented by the Company, to its professional and sole discretion.

Without derogating from the foregoing, within these requirements, the Company may require the Framework Suppliers and/or part of which, to present the Company data and information, inter alia as specified in Volume D to the Tender.

- 7.2. It is clarified that the requirements set out in Volume D as stated, are currently an evaluation only, and do not oblige the Company as to the requirements to be presented to the Framework Suppliers and / or derogate from the Company's right to present to the Framework Suppliers other and additional requirements or to subtract of which.
- 7.3. The information to be submitted by the Participants as part of their proposal and at the Proof of Abilities stage, will form the basis for examining the Proposed System. Participants must update the company immediately of any substantial change in the System from the time of submitting their offer.
- 7.4. The Company may, to its sole discretion, order a Framework Supplier's subtraction from the Repository of Framework Suppliers due to a change / deviation in the Proposed System.
- 7.5. It is also clarified, that the examining of the Proposed System by the Company, in each of the stages up to the time of entering the Repository of Framework Suppliers, does not constitute any agreement between the Parties and does not constitute an approval behalf of the Company as to the Proposed System.

8. DOCUMENTS TO BE PROVIDED FOR DEMONSTRATING COMPLIANCE WITH THE PRE-QUALIFICATION REQUIREMENTS AND OTHER DOCUMENTS TO BE PROVIDED AS PART OF THE PROPOSAL

- 8.1. In order to demonstrate compliance with the Pre-Qualification Requirements under Clause 4 above, and in order to examine and evaluate the Proposals according to the Tender terms, each Participant shall provide as part of its Proposal all the necessary approvals and documents, including the following:

- 8.1.1. To demonstrate compliance with the requirements of Clause 4.1 Each Participant (or each entity in the Joint Venture, where applicable) shall provide, as part of its Proposal, copies of its charter documents (which shall include at least the Participant's incorporation certificate and articles of association).
- 8.1.2. To demonstrate compliance with the requirements of Clause 4.2 above, the Participant shall provide as part of its Proposal, all required approvals and documents according to the Public Entities Transactions Law, 1976, including a signed affidavit in the form attached in **Appendix 5** [applies only to legal entities incorporated in Israel or registered Foreign Company As the term is defined in the Companies Law, 5759-1999].
- 8.1.3. To demonstrate compliance with the requirements of Clause 4.3 above, each Participant shall provide as part of its Proposal, a signed affidavit in the form attached hereto as **Appendix 7**.
- 8.1.4. To demonstrate compliance with the requirements of Clause 4.4 above, the Participant shall provide as part of its Proposal, a signed affidavit in the form attached hereto as **Appendix 8**, and may attach to such affidavit approvals and/or documents that demonstrate its compliance with the Pre-Qualification Requirements.

The Participant shall provide as part of their Proposal, a Technical Proposal Form, according to the demands and instructions detailed in Volume C The Technical Proposal Form will be in Hebrew or English language only.

Participants may also attach to their Proposal, videos presenting the Proposed System's abilities and features, photos and other documents including relevant pages from the manufacturer catalogue, detailing the System's technical features and abilities.

Videos and documents as detailed above, will be in Hebrew or English language only.

- 8.1.5. In case the Bidder is a Joint Venture, all Affidavits and Documents to be signed and provided will be signed and provided by and as to all legal entities part of the Joint Venture. Information about the Participant in the form attached hereto as **Appendix 1**;
- 8.1.6. A full and signed proposal form in the form attached hereto as **Appendix 2**;
- 8.1.7. A confirmation of understanding the Tender conditions and instructions in the form attached hereto as **Appendix 3**;
- 8.1.8. A signed approval by the Participant's attorneys, in the form attached hereto as **Appendix 4**, that details and/or approves the following information:

8.1.8.1. The Participant has the corporate power to sign the Proposal and the Agreement and to execute the Agreement and the services pursuant to the Agreement according to its charter documents.

8.1.8.2. The persons that signed the Proposal (including the Tender Documents and Agreement) on behalf of the Participant are fully authorized to do so by the Participant and that their signature binds the Participant.

8.1.9. Statement regarding Non-payment of brokerage fees, in the form attached hereto as **Appendix 6.**

8.1.10. A signed declaration and Obligation of No conflict of Interest, in the form attached hereto as **Appendix 9.**

8.2. Participants shall acknowledge the Tender requirements by initialing and applying their company stamp on each page of the Tender Documents, including all appendices, volumes and submissions.

8.3. All Tender Documents, including Participant's conference Protocol and Clarifications, must be signed by a person or persons duly authorized to sign on behalf of the Participant. Documents / papers with a specific place for signature will be signed in full, and if necessary, according to the signing rights of the Participant, with the stamp and seal of the Participant. Where required as indicated thereon, an attorney shall confirm in writing that the signatories were duly authorized to sign.

8.4. A Participant must provide all the above-mentioned documents as part of its Proposal. The Tender Committee may disqualify a proposal not containing all the required documents as mentioned above.

9. **Participants conference**

9.1. It is the intention of the Company to hold an online Participants' conference ("**The Conference**"). The purpose of the conference is to give general information and background about the Tender and to answer any questions that may arise.

9.2. Answers or clarifications given during the conference will not constitute a commitment on behalf of the Company, and the Company will be bound only by an addendum which may be issued by it in accordance with Tender provisions. Participants may not rely upon any oral answers, clarifications or representations provided by the Company or by others during the conference.

9.3. The conference will be held through ZOOM video conferencing service, on 30/11/2020, at 12:00 (local Israeli Time), according to the details provided in a notice posted on the Company's website prior to the conference.

9.4. Participation in the conference is not mandatory.



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- 9.5. The Company, at its sole discretion, is entitled to initiate an additional conference if it finds it necessary

10. SUBMISSION OF THE PROPOSAL

10.1. General

- 10.1.1. The proposal, and all its appendices, containing all of the documents and references the Bidder is required to attach, including the Technical Response, will be submitted in the e-system as detailed above, **no later than the Final Proposal Submittal Date**.
- 10.1.2. Following the final proposal submission date, the system will be locked, and proposals will no longer be accepted for submission.
- 10.1.3. Without derogating from the generality of the abovementioned, the Bidder's proposal will contain, inter alia, every document required to show proof of the Bidder's compliance with the threshold conditions and any other document required according to the Tender Documents.
- 10.1.4. The proposal may not be submitted in any manner that differs from the above mentioned, including by email, to the Company's offices, by fax or the postal service.
- 10.1.5. A Proposal that will not be submitted by the Final Proposal Submittal Date and/or submitted after the Final Proposal Submittal Date, will be rejected.
- 10.1.6. The Company may, at its sole and absolute discretion, extend the time for the submission of the Proposals, should it determine to be appropriate. The Company shall notify the Participants thereof in writing.

10.2. Final Proposal Submittal Date

- 10.2.1. A Proposal that will not be in the Tender Box on the Final Proposal Submittal Date and/or submitted after the Final Proposal Submittal Date, will be rejected.
- 10.2.2. The Company may, at its sole and absolute discretion, extend the time for the submission of the Proposals, should it determine to be appropriate. The Company shall notify the Participants thereof in writing.

10.3. Confidentiality

- 10.3.1. 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 Confidentiality*" and attached as an optional document by means of the e-tender system.

- 10.3.2. The Company is not obliged by any law to accept the Bidder's opinion. For good measure, it is hereby clarified that should the Company choose to disclose to other Bidders information labeled by the Bidder as confidential, the Company will inform the Bidder, prior to 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.
- 10.3.3. For the avoidance of doubt, should the Bidder fail to submit a Blackened_copy as stated above, the Company will be entitled to disclose to the other Bidders the full and complete proposal of the Bidder, all of the terms and details, at its sole and absolute discretion and without any prior notice.
- 10.3.4. Notwithstanding the above, the Company shall be entitled and/or obligated to disclose such confidential information:
- 10.3.4.1. To its employees, experts, professional advisers and consultants, for the purpose of and to the extent necessary for the evaluation of the Proposal;
 - 10.3.4.2. To governmental authorities for the purposes of obtaining or maintaining any permits, authorizations, licenses or other approvals required for the Project;
 - 10.3.4.3. If and to the extent required by an order of any court or by law. In this regard, the Participants are advised that according to Israeli law, every Participant is entitled to peruse the decision, including the reasons, of the Tender Committee on the award of the Tender as well as the Proposal of the Winning Participant, except any parts thereof that have been determined by the Company and/or the court as constituting trade or professional secrets.
- 10.4. Participants shall submit their Proposals in English or Hebrew only.
- 10.5. No change of or addition to or omission from any of the Tender documents (including any attachments or the Agreement) shall be made, other than as explicitly required therein and other than changes announced by the Company in a prior and written notice to all the Participants in this Tender.
- 10.6. Where a Proposal and/or the documents attached thereto are stated as conditional, lacking or including any change, addition or omission, the Company shall be entitled, at its sole discretion, to determine any of the following with respect to such Proposal:
- 10.6.1. To disqualify such Proposal and terminate the participation of its Participant in the Tender.
 - 10.6.2. To deem such Proposal, for all intents and purposes, as having been submitted without the said conditions, changes, additions or omissions.

10.6.3. To demand that such Participant, as a condition to its continued participation in the Tender, complete or amend the Proposal by a date determined by the Company.

10.7. Validity of the Proposal

10.7.1. The Proposals shall be valid for a period of six (6) months from the Final Proposal Submittal Date (the "**Validity Period**").

10.7.2. The Company may require the Participants to extend the Validity Period for an additional time period (the "**Extended Period**"). If Participant will refuse such demand, then such Participant shall be considered as a Participant that does not want to take part in the Tender, and its Proposal will be disqualified. The Company will be entitled to proceed with the Tender process and to announce another Participant that gave its consent to the extension as the Winning Participant even if the Proposal submitted by the Participant that refused the extension was superior.

10.7.3. Once the Company has notified the Winning Participant of its winning the Tender within the Validity Period or within the Extended Period, the Winning Participant's Proposal shall remain valid until the Agreement has been signed by the Winning Participant and the Company.

11. EXAMINATION AND EVALUATION OF THE PROPOSALS - GENERAL

- 11.1. The Company reserves the right to hold personal meetings with the Participants, in any stage of the Tender, including at examining the Pre-qualification requirements stage and Proof of Abilities stage, inter alia for receiving explanations regarding the Participant's Proposal to the Tender.
- 11.2. The Proposals will be evaluated by the Company which may use external experts, professional advisers, and consultants for the evaluation of the Proposals.
- 11.3. Without in any way limiting the Company's rights under Law or under any provision of the Tender Documents, the Company may, in its sole and absolute discretion, reject any or all Proposals.
- 11.4. Without derogating from the Company's rights to consider any other criteria deemed relevant, the Company reserves the right, at its sole and absolute discretion, to consider in the evaluation of the Proposals the ability and experience of the Participant, in executing similar projects, and the financial and organizational structure and capabilities of the Participants.
- 11.5. Furthermore, and without derogating from the Company's rights, the Company reserves the right, at its sole and absolute discretion, to reject any Proposal and/or not order any Services from any of the Participants, due to any negative experience between the Company and/or any other public bodies and between the Participant and/or any one that controls the Participant or the member/s and/or any one acting on their behalf.

- 11.6. this Tender shall not limit any rights of the Company. the Company reserves all its rights including but not limited to its right to elect not to procure the services that are the subject of this Tender and its right to procure them from a supplier that has not responded to this Tender and the participants shall have no demand and/or claim in this regard.
- 11.7. Without derogating from the Company's rights, the Company reserves the right, at its sole and absolute discretion, to reject any Proposal that is not complete and/or clear and/or contains incorrect or misleading details and/or was not submitted in complete accordance with and pursuant to the Tender's instructions. The Tender Committee will be allowed, but not obligated, to disqualify Proposals based on the missing documents that the Participant failed to provide.
- 11.8. The Company distinguishes between the Participants' compliance, upon Final Proposal Submittal Date, with the respective Pre-Qualification Requirements set forth under Clause 4 above, and the documentation intended to demonstrate such compliance. Accordingly, the Company may determine at its sole discretion that a Participant has in fact met the Pre-Qualification Requirements also in the event that supporting documentation is furnished by the Participant after the Final Proposal Submittal Date, provided however that such documentation proves that the Participant had met the respective Pre-Qualification Requirement by the Final Proposal Submittal Date.
- 11.9. The Company may make, at its sole discretion, any decision in connection with the interpretation of the Pre-Qualification Requirements, including ascribing to any Pre-Qualification Requirement a broad interpretation or an interpretation that is not the most reasonable or probable linguistically, provided that such interpretation is consistent with the purpose of the Pre-Qualification Requirement in the overall context of the Tender Documents.
- 11.10. The Company reserves the right, at any time and at its sole and absolute discretion, to cancel or postpone the Tender.
- 11.11. Clarifications to the Company
- 11.11.1. The Company shall have the right, during any stage of the Tender Process, to verify any or all parts of information represented in any of the Proposals, including, without limitation, financial and professional capabilities, and to request any clarifications to such information, from the Participant and/or from any other third party, and Participants and/or third parties may be requested to supply clarifications and/or additional information and/or documents to the Company. For that purpose, the Company may request clarifications and/or additional information and documents (including information or documents required for compliance with the Pre-Qualification Requirements) from any of the Participants and/or any third party and in addition, the Company may require any of the Participants to modify, amend, correct, withdraw and/or delete any part of their Proposal. The Company may exercise its rights under this Clause any number of times during any stage of the review and evaluation of the Proposals and with respect to any or all of the Proposals.

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- 11.11.2. Participants shall comply with the Company's requests under Clause 9.10.1 above within the time frames determined by the Company in its relevant request, and Company's request together with the Participants' reply will form an integral part of their Proposal.
- 11.12. The Company reserves the right, at its sole and absolute discretion, to condone the noncompliance with a demand or conditions of the Tender if such noncompliance is not material and does not impair the equality principle between Participants.
- 11.13. The Company reserves the right, at its sole and absolute discretion, to engage in negotiation with some or all of the Participants, with respect to their Proposals, all in accordance with applicable Law. The procedures for conducting such negotiations will be determined by the Company.
- 11.14. Without derogating from the rights of the Company under the Tender Documents and under the law, during the course of negotiations, the Company may, at its sole discretion, provide or request additional information and/or modify, alter or change any of the requirements of the Tender Documents.
- 11.15. At the end of the negotiation, if conducted, Participants may be requested to modify, change or improve their Proposals or any part thereof (including any technical, commercial or financial aspect).
- 11.16. Subject to the provisions of the Tender, all Participants meeting fully with the requirements of all stages of the Tender, will be part of the all the Repository of Framework Suppliers and the Company shall engage in a Framework Agreement with such.
- 11.17. Submission of a proposal to the Tender views the Participants as those who agree and approve the above mentioned, and waive any claim and/or demand and/or suit against the Company and/or those acting on its behalf for and/or in connection with the provisions of this tender.

12. PRECONDITIONS TO THE COMPANY'S ENGAGEMENT WITH THE WINNING PARTICIPANT

The Company will engage with the Winning Participant and sign the Agreement subject to the compliance of the Winning Participant with all the following preconditions:

- 12.1. After receiving the Company's notification regarding the Winning Participant, the Winning Participant shall provide the Company, for its approval, the following documents:
- 12.1.1. The Agreement
4 originally signed copies of the Agreement.
- 12.1.2. Registration

In the event that the Winning Participant is not registered in Israel, the engagement of the Company with such Participant will be subject to registration of the Participant as a Foreign Company or as a Foreign Partnership (as applicable) as these terms are defined in the Companies Law, 5759-1999 or The Partnerships Ordinance [New Version], 5735-1975, respectively;

- 12.2. The Company will examine whether all the required approvals, documents, and details as mentioned above have been provided by the Winning Participant, the compliance thereof with the Tender requirements and whether the Company may approve them. In the event that the Company determines, in its sole discretion, that finalizations and/or modifications are required to approve the said documents, then in such event, the Company shall notify the Winning Participant of its said decision and as to the required finalizations and/or modifications. The Winning Participant shall execute the required finalizations and/or modifications within a period determined by the Company and will provide for the approval of the Company all necessary documents or details after it made all required finalizations and/or modifications.
- 12.3. If the Company will determine, in its sole discretion, that additional finalizations and/or modifications are needed, then the Company shall be entitled to give the Winning Participant another opportunity to execute the required finalizations and/or modifications or, in its sole discretion, to decide to proceed pursuant to Clause 13 hereunder.
- 12.4. Prior to the actual signing of the Agreement by the Company, there will be no valid agreement between the Company and the Winning Participant.

13. THE AGREEMENT

- 13.1. The Agreement, attached hereto as **Volume B** (the “**Agreement**”), shall govern the contractual relations between the Company and the Winning Participant.
- 13.2. The Agreement, to be signed with the Winning Participant, is subject to various approvals, including, inter alia, compliance with all pre-qualification requirements, compliance with requirements of the proof of ability stage as defined above, any required budgetary approvals by the Company and the MOT (the receipt of which is not guaranteed), and successful completion of various internal procedures and requirements of the Company.
- 13.3. Each Participant shall consent to the terms and conditions of the Agreement by signing the Agreement, and undertakes to execute the Agreement in the event its Proposal under this Tender is elected as a Winning Proposal. The signed Agreement shall be enclosed with the Proposal.

14. THE TERM OF THE AGREEMENT

The Term of the Agreement between the Company and the Winning Participants will be for 36 months (hereinafter: “**Term of the Agreement**”). The Company shall have the option, at its sole discretion, to extend the Term of the Agreement, by written notice, in up to 2 additional periods of up to 12 months each all as detailed in the Framework Agreement. It is clarified that the Company will be entitled at its sole discretion, and without having to give reason for its decision, to extend the Term of the Agreement with only some of the Framework Suppliers.

15. THE REPOSITORY OF FRAMEWORK SUPPLIERS AND SPECIFIC TASKS

- 15.1. After the declaration of the Winning Participants, and as a condition for the Winning Participants' entry into the repository for Framework Suppliers, Winning Participants will be requested to sign the Agreement attached as Volume B to the tender documents.
- 15.2. As detailed herein, the Company will convey to the Framework Suppliers from time to time, in accordance with its needs, its individual referrals concerning a specific task, and Framework Suppliers will be requested to provide quotations for these tasks.
- 15.3. For the avoidance of doubt, this stage will be conducted following conclusion of the tender proceedings, and relates solely to Winning Participants with whom an agreement has been signed and who have entered the repository of Framework Suppliers.
- 15.4. It is clarified that the Company will be entitled to set criteria for determining the supplier awarded execution of a specific task, as part of a referral for a specific task, including consideration of certain criterias in relation to the compatibility of the proposed System and/or the Supplier to the character of the services and/or existing Systems in the time of the referral.
- 15.5. After the Company formulates the specifications for execution of a specific task that will contain a description of the services and/or goods required as part of said task, the Company will distribute among the Framework Suppliers, all or part of, a referral for a specific task (hereinafter: "**the Referral**").
- 15.6. The Referral can be divided into stages and sub-stages, including the disqualification of Framework Suppliers during the examination process, all according to the Company's sole and professional discretion.
- 15.7. As part of the Referral, The Company will provide the Framework Suppliers the documents concerning the specific Task. These documents will include the scope of the services, technical specifications and special provisions relating to the task.
- 15.8. The Referral will be provided to the Framework Suppliers by any means chosen by The Company, at its sole discretion, including physical delivery, electronic mail, digital media and download from a cloud, etc. The Referral documents will also contain the deadline for submission of quotations in relation to the execution and maintenance of the System by the Framework Supplier (hereinafter: "**The Task Proposal**").
- 15.9. In the Task Proposal, Framework Suppliers will be required to submit their proposed offer in respect to provisions of the services and/or goods detailed in the Referral documents.
- 15.10. According to the results of the Referral, the Company will determine which among the Framework Suppliers will execute the task. Regarding execution of a task contained in an Referral, a specific Agreement between the winning supplier in the Referral and the Company will be signed.

- 15.11. The consideration to be paid to the Framework Suppliers who will be declared as winning Framework Suppliers in the Referral, will be calculated according to the Task Proposal submitted by the winning Framework Suppliers, all as described in the Referral.
- 15.12. Unless otherwise determined by the Company, the competition between the Framework Suppliers will be based on compliance with the terms set out in the individual referral as well as examination of the quality of the Proposed System and its price as set out in the Task Proposal. The winner in a Referral will be the Framework Supplier who meets all the requirements specified in the Referral, and who receives the highest weighted score (weighting quality and Price score as defined in the Referral) all as specified in the Referral.
- 15.13. It is clarified that the Company may set conditions in relation to the proposed system as well as benchmarks, to its sole discretion, for determining the awarding Framework Supplier in a Referral, including criteria regarding adjustment of the proposed system to the location and route required for installation.
- 15.14. It is clarified that the Tenders Committee will be entitled to turn to only some of the Framework Suppliers in the Repository, and as part of this will be entitled to consider among its considerations the capacity and experience of the Framework Supplier in the execution of similar works including previous works executed for the Company and/or other public entities, its organizational and economic capabilities, and any other consideration or reasoning that the Company may deem appropriate and correct.
- 15.15. The Task Proposal will be examined pursuant to the provisions of this clause and the remaining provisions of the tender and/or the relevant Referral.
- 15.16. In the event where two (or more) framework Suppliers' Task Proposals are of equal weighted score, the Company may, to its sole discretion, operate in one of the following two ways:

15.16.1. Additional Competition

As part of the additional competition, each of the framework Suppliers will be allowed to improve its Task Proposal. The framework Supplier that will have the best Task Proposal, will be announced as the winning Framework Supplier. A framework Supplier which shall not submit an improved Task Proposal, would be deemed to have offered a zero percent discount (0%) to its original Task Proposal.

If even after such additional competition, Task Proposals will remain in an equal weighted score, then the Tender Committee may, in writing and upon a written and reasoned decision, decide regarding the winning Framework Supplier, according to the reasons to be set forth in its decision, or to conduct a further competition procedure or to conduct a Raffle as set out in Section 14.16. 2 below.

15.16.2. A Raffle

The Company will draw a Raffle among the framework Suppliers whose Task Proposal are of equal status as mentioned above.

- 15.17. The Company will be entitled to assign tasks to Framework Suppliers without conducting a competition among the Framework Suppliers, In case the Company, at its sole discretion, will determine that execution of the specific task cannot be assigned to other Framework Suppliers, because of the burden of activity facing one or more Framework Suppliers that would prohibit meeting the requested timetable, cause a late date on delivery of other projects, execute works at a quality deemed unsatisfactory by the Company, in those circumstances in which uniformity is required for the sake of cost savings and efficiency, etc.
- 15.18. It is hereby clarified that there is nothing in the winning of this framework tender to ensure any of the Framework Suppliers that The Company will indeed convey any tasks for execution whatsoever and will order from suppliers any services and/or goods in any scope thereof.
- 15.19. Without derogating from the above mentioned, this tender does not establish towards the Framework Suppliers any commitment, except their right to be part of the Repository of Framework Suppliers, from which The Company will select from time to time and in accordance with the provisions of this tender and the Referral, the Framework Supplier with whom it will engage for execution of a specific task.
- 15.20. It will be further clarified that the Company is incapable of knowing and/or presenting at this time the specific tasks for execution that will be conveyed for actual execution by the Framework Suppliers, their scope and/or their nature. The works' scope in relation to each specific task will be known and final only near the publication of the specific Referral.
- 15.21. Priorities and Coordination
- 15.21.1. In the event that the Company submits to a Framework Supplier a number of specific tasks, the Company may prioritize the tasks and the Framework Supplier shall execute the assignments accordingly.
- 15.21.2. The Specific Tasks will be deemed as including all requirements for their accomplishment, including obtaining all approvals from competent authorities, including local authorities, regulatory bodies, and public entities, coordination with other service providers employed in the relevant project and obtaining all permits to carry out the tasks under any law.
- 15.22. **It should be clarified that delivery of tasks for execution as per the provisions of this Tender, is subject to receiving the budgetary approvals suitable for their execution.**
- 15.23. For the avoidance of doubt, it is clarified that there is nothing in the tender documents and in the framework agreement, to ensure Framework Suppliers any scope of work whatsoever for the execution of the tasks contained in the tender, which will be implemented solely as per the Company's needs and at its sole discretion, and which will give the Framework Suppliers no grounds for any demand and/or claim and/or argument whatsoever as to the mentioned above.

- 15.24. It will be further clarified, to dispel any doubt that the Company is entitled to execute some of the work on its own or by means of third parties outside the proceedings and/or publicize tenders and conduct additional proceedings with respect to the execution of any task whatsoever that could be implemented within the tender framework, all at its sole discretion, and this tender does not constitute any obligation on the part of the Company to the Framework Suppliers.
- 15.25. For the avoidance of doubt, it is clarified that the Company, at its sole and professional discretion, will be entitled not to turn to any Framework Suppliers for implementation of its proposed solution, and instead contract and/or publicize tenders and/or conduct other competitive proceedings with respect to the application and assimilation of the system that is the subject of the tender that could be executed in this tender, or contract with any other entity for such purposes, all within the provisions of the law. Accordingly, it will be stated explicitly that a Framework Suppliers will not be granted any exclusivity whatsoever by the Company in relation to the application and/or assimilation of technological solutions that are the subject of the tender.
- 15.26. Submission of a Proposal to the Tender constitutes the Participants as those who agree and approve the above mentioned, and waive any claim and/or demand and/or suit against the Company and/or those acting on its behalf and/or in connection with the provisions of this Tender.

16. CANCELLING THE WINNING AND/OR THE AGREEMENT WITH THE WINNING PARTICIPANT AND ENGAGING WITH ANOTHER PARTICIPANT

- 16.1. In the event that the Framework Supplier fails to fulfill all of its obligations according to the Tender Documents and/or its Proposal and/or Task Proposal, the Company shall be entitled, to its sole discretion, to cancel the award of Framework Supplier or to give the Framework Supplier an extension of time for the purpose of fulfilling all of its obligations.
- 16.2. The Framework Supplier whose award of Framework Supplier has been canceled as aforesaid, shall not have any argument, demand and/or claim of any kind against the Company and/or anyone on its behalf in connection with the cancellation of the award of a Framework Supplier.
- 16.3. Without derogating from the above, in the event that the Company has decided to cancel the award of the Framework Supplier, the Company shall be entitled, at its sole discretion, to grant the award of the Winning Proposal in the Tender or to the Specific Task to another Proposal or Task Proposal submitted to the Tender or the Specific Task. The Company's right according to this Clause is not mandatory and shall not be deemed as granting any rights whatsoever to Participants which were not included in the Repository of Framework Suppliers and/or to Framework Suppliers that were not awarded with a Specific Task.

17. E-Tender (Online)

- 17.1. This tender will be conducted as a web-based e-tender as per the provisions of Regulation 19 C 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 in these proceedings that is not submitted through the e-tender system.
- 17.2. All parties interested in participating in the Tender, must register in advance in the e-tender system. For purposes of the advance registration, it is necessary to enter the web-based system link 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 preregister so as not to be late due to various delays and possible faults.
- 17.3. It is clarified that insofar as the participant has registered in the e-system in the past, there is no need for a renewed registration.
- 17.4. Following registration to the tender, the Bidder will receive an email notification confirming the registration and details for entering the system. It is recommended to save this confirmation for future follow-up.
- 17.5. Should no registration confirmation be received, the Bidder must then contact Mrs. Katia Goldowitz from the Dekel Co. at +972 - (0)4-8145400 Extension 1 or by email: service@dekel.co.il and verify that the registration request was in fact implemented. It is the sole responsibility of the Bidder to ensure sufficient time in advance that its registration to the tender was executed properly and that it has received access to the e-system for participation in the proceedings, and the Bidder hereby waives in advance and irrevocably any claim against the Company concerning the absence of possibility to submit clarification questions/proposal in a timely manner through the e-system mentioned above.
- 17.6. Since only a Bidder who has pre-registered to 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, no claims will be accepted according to 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.
- 17.7. The Bidder must scan all of the signed tender documents, as specified in Clauses 2 and 8 above, including tender appendices, and attach all the required documents for the purpose of supporting the proposal and as proof of threshold compliance.
- 17.8. The Bidders' attention should be directed to Appendix 10 in the Terms of the Tender Volume - A Declaration Concerning the Terms of Participation in the Tender as part of the "Dekel Tender" System.

18. GENERAL CONDITIONS

- 18.1. By submitting their Proposal, Participants shall be deemed to have accepted all of the terms and conditions contained in the Tender Documents (including any addendum thereto).

18.2. Requests for Clarifications of the Tender Documents

- 18.2.1. Participants may ask questions and request for clarifications or interpretations to Tender Documents. All questions and requests for clarifications or interpretations regarding the Tender must be submitted in writing via the designated tab in the e-tender system, **no later than 17/12/ 2020, at 12:00 pm (Israel time)**.
- 18.2.2. It is clarified that for the purpose of submitting any clarification questions, it is necessary to register in the e-tender system as specified in Section 3 above.
- 18.2.3. The Company's answers to the Bidders' queries and inquiries will be uploaded to the tender page in the e-tender system, under the tender tab, and will be available for Bidder's reference together with the remaining tender documents. Bidders must keep current with the Company's publications in connection with the Tender.
- 18.2.4. It is emphasized that at the last date for submitting clarification questions, the system will be locked for submission of subsequent questions. Clarification questions should not be submitted in any way other than as outlined above and through the said e-tender system.
- 18.2.5. 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.
- 18.2.6. The Company is entitled to refrain from addressing applications for clarifications and/or reservations, or any part thereof, and convey its response to all the Bidders (without specifying the name of the Bidder who had contacted it), all at its sole discretion. Should the Company fail to address the request and/or reservation by the date set forth for submitting the proposals, such shall be deemed as a rejection of the Bidder's inquiry.
- 18.2.7.

18.3. Clarifications and Modifications

- 18.3.1. The Company reserves the right to revise, clarify, amend, modify, or change the Tender Documents in any way or any part thereof, including but not limited to any instruction, requirement, specification, services, consideration, evaluation criteria or dates contained therein, until the Final Proposal Submittal Date.
- 18.3.2. Such revisions, if any, shall be announced by written addenda to the Tender Documents. Any addenda issued by the Tender Committee will form an integral part of the Tender Documents. The addenda and the information contained in such addenda shall constitute an inseparable part of the Tender Documents and replace or take precedence over any corresponding contradictory information included in the original Tender Documents.

- 18.3.3. The Participants will be notified about any addenda, updates, changes or modifications by the Company website at: www.ayalonhw.com. The Participants are required to check the Company's website on a regular basis for any Addenda, updates, changes or modifications during the Tender process and especially before the Final Proposal Submittal Date. The Company shall have no responsibility to inform an individual Participants of any such publication.
- 18.3.4. The dates set for the submission of Proposals may be postponed by such number of days as shall be necessary in the opinion of the Company, to enable the Participants to revise their Proposals as a result of any addendum issued. The announcement of such new date, if any, will be either included in the addendum or provided to Participants by a separate notice.
- 18.3.5. Participants shall acknowledge the receipt of all addenda to the Tender Documents no later than (2) two days as of the receipt of such addenda and shall attach all signed addenda to their Proposals.

18.4. Alterations

- 18.4.1. The Participant is not permitted to alter the Tender Documents or any part thereof, other than the completion of those parts that are designated to be completed by the Participant.
- 18.4.2. In the event that a Participant wishes to deviate from the Company requirements specified in the Tender documents, the Participant should address the Company in this matter according to the clarifications procedure set above.
- 18.4.3. In the event of any alterations of the Tender Documents by any means, including additions or erasing or omissions or by any other means, made by a Participant, irrespective of whether such alterations are inserted into the Tender Documents, contained in a separate document, or conveyed in any other manner whatsoever, the Company may at its sole and absolute discretion: require the Participant to abandon such alterations or even reject such Proposal; or to ignore all or part of such alterations and notwithstanding anything stated to the contrary in the Proposal, evaluate such Proposal without taking into account such alterations; or to view all or part of such alterations as technical errors. The Company may decide, at its sole and absolute discretion, whether to act or refrain from acting in accordance with any one or more of the alternatives listed above. The Company shall have the sole discretion to apply the abovementioned alternatives in whole or in part, or in stages, and to treat different alterations in the same Proposal or in different Proposals differently. A Participant shall not have the right to claim that there is any binding preferential order which applies to the alternatives, or which restricts the Company from exercising its full discretion. If the Company chooses to proceed with any of the alternatives above, and the Participant refrains from implementing the Company's decision, the Company may, without derogating from any of its other rights, disqualify the Proposal.

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

18.5. Budgetary Approval

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

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

18.7. The submittal of all specified details under this Tender (including all of the Tender Documents) is mandatory, and any Proposal not complying with this requirement (e.g., submittal with "To Be Advised Later", "To Be Submitted on Award", etc.) may be rejected by the Company, at its sole discretion.

18.8. Participants shall be responsible for examining, with appropriate care, the complete Tender Documents, including all addenda, and shall be responsible for informing themselves with respect to all conditions, which might affect, in any way, the cost or the performance of the required software system and any services. Failure to do so shall be at the sole risk of the Participant and without any compensation.

18.9. Cost of Proposal Preparation and Submission

Any and all costs and expenses of any nature whatsoever incurred by each Participant arising from or in connection with participation in the Tender Process (including, without limitation, preparation and submission of their Proposals, changes and requests for further clarifications exploration, investigation, testing, translation of documents, issue of licenses and permits required in terms of the Tender Documents) are under the sole responsibility of the Participant and shall be borne entirely and exclusively to by the Participant. The Company will not be responsible or liable for any of these costs or expenses, regardless of the conduct or outcome of the Tender process, in whole or in part, including in the event that the Tender process is delayed or cancelled at any point for any reason whatsoever. Participants acknowledge that they will not be reimbursed by the Company or any third party on its behalf for any costs or expenses so incurred by the Participants.

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

18.10. Confidentiality and Proprietary Rights

18.10.1. By participating in this Tender, each Participant is deemed to have agreed to keep in strict confidence, not to disclose and not to make use of any information or data, in any form or media, partial or complete, provided to it by the Company or on its behalf or made known to it otherwise as a result of or in connection with this Tender. Each Participant may use such information or data solely to prepare its Proposal. It is hereby clarified that this shall not apply to documents and/or information published by the Company on its internet website.

18.10.2. By submitting a Proposal, each Participant shall be deemed to represent and warrant to the Company that:

[i] It is not bound by any contractual and/or statutory obligation that may preclude the Participant from providing the data and information contained in the Proposal or any portion thereof;

[ii] It has the right to make all disclosures that are made in the Proposal; and

[iii] The data and information contained in its Proposal do not include confidential information, trade secrets and/or other proprietary information of the Participant and/or to any third party that the Company is prevented from using, except as and to the extent that the Participant may otherwise clearly indicate in writing.

18.11. Information supplied in the Tender documents

the Company has prepared these Tender Documents in good faith, providing the most up-to-date information available. Notwithstanding this, the Company does not represent or warrant that the information contained in these Tender Documents is either complete or accurate. Such information is for indicative purposes only. the Company, and anyone acting on its behalf, shall bear no responsibility whatsoever for any loss, damage, or injury suffered by Participants, their employees, officers, agents, or any other persons for whom Participants may be contractually or legally responsible by reason of any use of information contained in the Tender Documents, or for any action or forbearance in reliance thereon.

18.12. CONFLICT OF INTERESTS

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

18.12.1. Any entity or person, which has provided, or will provide, significant services to the Tender Committee, will not be permitted to participate in the Tender as part of any Participant or by providing service to any Participant, without the prior written approval of the Tender Committee.

18.12.2. A Participant or anyone acting on its behalf, who may have a conflict of interest with the Project and/or may have a conflict of interest between itself and the Company and/or the MOT – may not participate in this Tender, unless the Company has approved such participation in writing and subject to any conditions the Company may impose on the Participant, at its sole discretion.

18.12.3. The Participant, on its behalf and on behalf of all of its third parties who are related to the execution of the Agreement, and on behalf of its and their employees, hereby undertakes to avoid, during the entire Agreement period, any conflict of interests in connection with the Project and/or the Company and/or the MOT.

18.13. Language of the Tender Process

18.13.1. The language of the Tender shall be English and/or Hebrew, including any statements, information and correspondence between the Participants and the Company. any Hebrew version of a document will be the obligating one and any translation made by a Participant to such document will be on the sole responsibility of such Participant.

18.13.2. Any documents of any nature whatsoever submitted by the Participants that are not in English or Hebrew shall be accompanied by an English or Hebrew translation thereof, the completeness and accuracy of which shall be certified by a public notary.

18.13.3. In the event of contradictions, inconsistencies or discrepancies between a document and its Hebrew or English translation, the translation shall prevail.

18.14. Governing Law, Jurisdiction

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

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

18.15. Conformity with All Applicable Laws

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

18.16. Single Proposal



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A Participant cannot submit or otherwise participate, directly or indirectly, in more than one Proposal. For the purpose of this Clause, the terms "Participant" shall include any entity which has Control over such Participant, or is Controlled by such Participant or the or is Controlled by an entity which has Control over such Participant.

Itamar Ben Meir,
C.E.O



Appendix 1

Information about the Participant

Participant's name: _____

Entity registration no.: _____

Place & date of incorporation: Place: _____ Date: _____

Participant's address: _____

Telephone: _____

Fax: _____

E-mail: _____

website: _____

Name of Participant's contact person: _____

Position: _____

Mobile Phone no. _____

Names of the Participant's owners:

Name: _____	ID no.: _____

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

Names of the Participant's authorized signatories:

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



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Name: _____

ID no.: _____

Name: _____

ID no.: _____

Name: _____

ID no.: _____

Participant's signature: _____

In addition, the Participant is required to provide the following documents:

- a) Certificate of Incorporation of the company;
- b) Company's full information report from the Registrar of Companies;
- c) Company's organizational structure chart; and
- d) Description of the company, its background and principal fields of activity and/or main products [up to 3 pages].



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Appendix 2

To
Ayalon Highways Co. Ltd.

Dear Sir/Madam,

Proposal Form

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



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The Participant's name (complete): _____

Names and positions of the Participant's authorized signatories: _____

Signatures of the authorized signatories: _____

The Participant's stamp/seal: _____ Date: _____

Appendix 3

Participant's Representation

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

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



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4. We hereby represent that this proposal is submitted without any connection to and/or coordination with other Participants, and that we have not disclosed the details of our proposal to any other participants in the Tender.
5. We represent that our proposal is included among the objectives and authorizations set forth in the corporate documents of the submitting entity, and that we are entitled to sign this proposal on behalf of such submitting entity, and that there is no impediment under any law or agreement to our signing this proposal.
6. We declare and undertake that if our proposal is accepted, we shall execute all of the works and services as described in the Tender Documents in strict accordance with all the terms and conditions of the Tender, and to your full satisfaction, at the prices detailed in our proposal.

date

Participant's Signature



Appendix 4

To: Ayalon Highways Co. Ltd.

Re: **Tender No. 33/20 For Design, Acquisition, Implementation & Maintenance of In Motion Vehicle Charging system**

I the undersigned, _____ (name of the attorney to be inserted), as the attorney of _____ (name of the Participant to be inserted) ("**Participant**") hereby confirm that:

- The signing of the Agreement and the execution of the works and services as described in the Tender Documents is included in the corporate power and authority of the Participant pursuant to its charter documents.
- The names of the directors, C.E.O and C.F.O are as follow:

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

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

Name of the attorney

Date

Stamp & signature



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

Appendix 5

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

תצהיר

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

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

1. אני הוסמכתי כדין על ידי _____ (להלן: "המציע") לחתום על תצהיר זה בתמיכה להצעה למכרז No. 33/20 For Design, Acquisition, Implementation & Maintenance of In Motion Vehicle Charging system (להלן: "המכרז").
2. הנני מצהיר כי מתקיים במציע אחד מאלה:
 - (א) המציע ובעל זיקה אליו לא הורשעו בפסק דין חלוט בעבירה לפי חוק עובדים זרים.
 - (ב) עד למועד האחרון להגשת הצעות במכרז לא הורשעו המציע ובעל זיקה אליו בפסק דין חלוט ביותר משתי עבירות לפי חוק עובדים זרים.
 - (ג) אם המציע או בעל זיקה אליו הורשעו בפסק דין חלוט בשתי עבירות או יותר לפי חוק עובדים זרים - כי חלפה לפחות שנה אחת מן ההרשעה האחרונה ועד המועד האחרון להגשת הצעות.
3. הנני מצהיר כי מתקיים במציע אחד מאלה:
 - (א) המציע ובעל זיקה אליו לא הורשעו בעבירה לפי חוק שכר מינימום.
 - (ב) עד למועד האחרון להגשת הצעות במכרז לא הורשעו המציע ובעל זיקה אליו בפסק דין חלוט ביותר משתי עבירות לפי חוק שכר מינימום.
 - (ג) אם המציע או בעל זיקה אליו הורשעו בפסק דין חלוט בשתי עבירות או יותר לפי חוק שכר מינימום - כי חלפה לפחות שנה אחת מן ההרשעה האחרונה ועד המועד האחרון להגשת הצעות.

לעניין סעיפים 2 ו-3 לעיל:

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

"בעל זיקה" - כל אחד מאלה:

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

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

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

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

"שליטה מהותית" - החזקה של שלושה רבעים או יותר בסוג מסוים של אמצעי שליטה בחבר בני האדם;
4. זה שמי, זו חתימתי, ותוכן תצהירי דלעיל אמת.

חתימת המצהיר/ה

אישור

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

חתימה וחותמת עו"ד

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תצהיר

בדבר ייצוג הולם לאנשים עם מוגבלות

לפי חוק עסקאות גופים ציבוריים, תשל"ו-1976

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

1. אני הוסמכתי כדין על ידי _____ (להלן: "המציע") לחתום על תצהיר זה בתמיכה להצעה למכרז No. 33/20 For Design, Acquisition, Implementation & Maintenance of In Motion Vehicle Charging system (להלן: "המכרז").

2. הנני מצהיר ומאשר כי הוסברה לי וכי אני מבין את משמעותו של סעיף 9 לחוק שוויון זכויות לאנשים עם מוגבלות, התשנ"ח-1998 (להלן: "חוק שוויון זכויות").

3. הנני מתחייב להעביר העתק מתצהיר זה למנהל הכללי של משרד העבודה והרווחה והשירותים החברתיים בתוך 30 ימים ממועד התקשרותי עם נתיבי איילון בע"מ.

4. יש לסמן X במשבצת המתאימה:

הוראות סעיף 9 לחוק שוויון זכויות אינן חלות על המציע.

הוראות סעיף 9 לחוק שוויון זכויות חלות על המציע והוא מקיים אותן.

במידה והמציע מעסיק 100 עובדים לפחות עליו להתחייב כדלקמן:

המציע מתחייב לפנות למנהל הכללי של משרד העבודה והרווחה והשירותים החברתיים לשם בחינת יישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, ובמידת הצורך – לשם קבלת הנחיות בקשר ליישומן.

במידה והמציע מעסיק 100 עובדים לפחות והמציע התחייב בעבר לפנות למנהל הכללי של משרד העבודה והרווחה והשירותים החברתיים לשם בחינת יישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, המציע מצהיר כי פנה כנדרש ממנו ופעל ליישומן של הנחיות, במידה וניתנו לו.

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

חתימת המצהיר/ה

אישור

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

חתימה וחותמת עו"ד



Appendix 6

Participant's Statement

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

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

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

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

Name of the signatory

Name of the Participant

Date

Confirmation by an attorney

I, the undersigned, _____, (name of the attorney to be inserted), as the attorney of _____ (name of the Participant to be inserted) ("**Participant**") here by attests and confirms that Mr./Mrs. _____ who signed this affidavit is authorized under the charter documents of the Participant and applicable law to do so on behalf of the Participant.



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Name of the attorney

Date

Stamp & signature



Appendix 7

Affidavit

Demonstration of the Participant's compliance with the Pre-Qualification Requirements of Clause 4.3 of the Tender

[The Participant is not permitted to alter any part of this affidavit, other than the completion of those parts that are designated to be completed by the Participant. Any request for alteration must be pre-approved in writing by the Company pursuant to Clause 12.2 of the Tender]

To: Ayalon Highways Co. Ltd.

Re: Tender No. 33/20 For Design, Acquisition, Implementation & Maintenance of In Motion Vehicle Charging system

I the undersigned, _____ (full name to be inserted), as the CEO/CFO of _____ (name of the Participant to be inserted) (the "**Participant**"), declare and confirm as follows:

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

Name of the signatory

Name of the Participant

Date

Confirmation by an attorney

I, the undersigned, _____, (name of the attorney to be inserted), as the attorney of _____ (name of the Participant to be inserted) ("**Participant**") here by attests and confirms that Mr./Mrs. _____ who signed this affidavit is authorized under the charter documents of the Participant and applicable law to do so on behalf of the Participant.



Name of the attorney	Date	Stamp & signature

Appendix 8

Affidavit

Demonstration of the Participant's compliance with the Pre-Qualification Requirements of Clause 4.4 of the Tender

[The Participant is not permitted to alter any part of this affidavit, other than the completion of those parts that are designated to be completed by the Participant. Any request for alteration must be pre-approved in writing by the Company pursuant to Clause 12.2 of the Tender]

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

1. I serve as the _____ (insert position) of _____ (name of the Participant to be inserted) (the "**Participant**") and I am legally authorized to give this affidavit on its behalf as part of the Participant's Proposal for Tender No. __/20 For Design, Acquisition, Implementation & Maintenance of In Motion Vehicle Charging system.
2. The Participant is authorized to market the Proposed System including its licenses in Israel.
3. I declare that this is my name, this is my signature and that the content of my affidavit is true.

Signature of declarant	Date

Confirmation by an attorney

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



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Name of the attorney

Date

Stamp & signature



Appendix 9

Declaration and Obligation of No Conflict of Interest

To

Ayalon Highways Co. Ltd

Dear Sir / Madam,

Re: Irrevocable Declaration and Obligation of No Conflict of Interest

I, the undersigned, [redacted] carrier of ID/Passport No. [redacted], employee / an external expert of [redacted] (hereinafter: the "**Supplier**") which provides services to Ayalon Highways Co. Ltd (hereinafter: the "**Company**"), by an agreement signed between them (hereinafter: the "**Agreement**"), hereby declare as follows:

1. At the time of signing the Agreement there is no conflict of interest between any other activity and obligation of mine and between the Supplier obligations under the Agreement.
2. I will refrain from any activity that involves a conflict of interest between fulfilling my functions as an employee of the Supplier under the Agreement and between the performance of a function and/or other obligation of the Supplier, directly and/or indirectly, and I hereby undertake to notify the Supplier and the Company of any concern regarding a conflict of interest between my obligations as an employee of the Supplier under the Agreement and between other activity of mine, and I undertake to act in accordance with the Company's instructions to prevent such conflict of interest.
5. I hereby undertake not to provide any third party, including other Consultant of the Company or anyone acting on their behalf, any service or information related to the services provided under the Agreement and/or in connection with the Project and/or any other service relating to, directly or indirectly, the services under the Agreement, whether such service or information is given for compensation or not, except for services on behalf of the Company, unless the Company gave its prior written consent.
6. I acknowledge that the provisions of Section 3 shall remain in force even after the termination of the Agreement. Provisions of Section 4 as far as they relate to providing advice in connection with the services under the Agreement and/or the Project will remain in force even after the termination of the Agreement without limitation while provisions of Section 4 regarding providing of advice in relation to any other matter and the provisions of Section 5 shall remain in force one (1) year after the termination of the Agreement.
7. My obligations above were given of my own free will and are irrevocable.

Name and Signature Date

Appendix 10

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>. (hereinafter: "**the 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 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 according 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 system will sign, encode and send the Bidder's proposal in an encoded manner such that any other entity cannot observe it before the date has arrived by opening the Tender Proposal Inbox by the Tenders 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-tender system, the system will be locked to prevent the submission of additional documents by the Bidder.**
4. **For any question, please contact Mrs. Katia goldowitz from the Dekel Co. by telephone +972-(0) 4-8145400 Ext. 1 or by email: service@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.



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Participant's Name: _____

Address: _____ **Tel:** _____

Contact Person: _____

Signature & Stamp: _____

Date: _____