



Tender No. 11/20

**For Examination of the Use of Mass Transportation
Electric Vehicles (MTEV) in Israel**

TENDER CONDITIONS AND INSTRUCTIONS

Volume A

June 2020

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TENDER CONDITIONS AND INSTRUCTIONS

1. **INTRODUCTION**

1.1. **General**

- 1.1.1. Ayalon Highways Co. Ltd (hereinafter the "**Company**"), is a governmental company owned by the State of Israel, which engages, inter alia, in the management, planning and execution of transportation projects which include unique technological developments in vehicles and road facilities.
- 1.1.2. The company, on behalf of the Israeli Ministry of Transport and Road Safety ("**MOT**") is interested in improving transportation services and infrastructure in Israel.
- 1.1.3. As part of its efforts, the Company is interested in examining the use of **Mass Transportation electric vehicles (MTEV)** (hereinafter: "**MTEV**"), in several public transportation routes in densely populated areas with special emphasis on the DAN Metropolis region. These may include, among others, "the Brown Line", which is a ground-level route with partial grade separation in the southern area of the Tel Aviv metropolitan, as well as the Fast Lanes in road 5.
- 1.1.4. In light of the above, the Company hereby requests proposals from any eligible Participants to examine MTEV that complies with the requirements specified in this Tender, all as described in the Tender Documents.

1.2. **The Requested Services and the Consideration**

Without derogating from the instructions detailed in the Tender Documents, the following is a concise description of the services required and the consideration for providing the services. In order to examine the use of MTEV in Israel, the Company requests the following services:

- 1.2.1. Execution of trial run which will be conducted in the proposed vehicle Manufacturer's production line, in consideration for predetermined lump sum of 3,000 US\$ per day on which the trial run will be performed.
- 1.2.2. Execution of trial run which will be conducted in Israel, on a site chosen by the Company, in accordance with the provisions set in Volume F of the Tender documents (General Description of the Trial Run Phase), and in consideration for the prices proposed by the Supplier within its Commercial Proposal to the Tender; or the prices proposed by the Supplier within the Price Quotation for an Individual Referral, as detailed in Section 10 below.
- 1.2.3. Purchase of one or more MTEV unit/s in consideration for the prices proposed by the Supplier within the Price Quotation for an Individual Referral, as detailed in Section 10 below.

All according to the conditions set forth in this Tender Documents.

1.3. Engagement with Framework Suppliers

- 1.3.1. The Company will engage and sign the Agreement with up to 3 Winning Participants, who's their Proposal achieved the highest Final Score according to the Tender provisions. Such Participants will be declared as the "Framework Suppliers".
- 1.3.2. The Company shall be entitled to select, a "Framework Supplier" for the execution of specific Task. Such Task will include one or more of the services mentioned above, in accordance with the provisions set under the Tender Documents.
- 1.3.3. The Company may assign its rights and obligations under the Agreement, in whole and in part, to the MOT or any other governmental agency, As detailed in the Agreement.

1.4. The Term of the Agreement

The Term of the Agreement between the Company and the Winning Participants will be for 24 months (hereinafter: "**Term of the Agreement**"). The Company will have the option, at its sole discretion, to extend the Term of the Agreement, by written notice, in 3 additional periods of 12 months each. It is clarified that the Company will be entitled at its sole discretion, and without having to give reason for his decision, to extend the Term of the Agreement with only some of the Framework Suppliers.

1.5. Submission and Schedule

- 1.5.1. Participants who are wish to participate in this Tender process, required to submit a complete and clear Proposal, in accordance with the provisions, terms and conditions of this Tender and all other Tender Documents, including ,inter alia:

- (1) A complete Technical Proposal, in accordance with this Tender and Volume C attached hereto, and;
- (2) A complete Commercial Proposal, in accordance with this Tender and Volume D attached hereto.

Each Participant shall complete all relevant sections of the Tender and provide all the submissions requested, as detailed in Section 5 below.

- 1.5.2. 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:
- 1.5.3. Participants online video Conference, as detailed in Section 13.2 below will be held through **ZOOM video conferencing service, on July 6th, 2020, at 13:00 PM (local Israeli Time).**

1.4.3.1 The deadline for submission of requests for clarifications and interpretation is on **July 19th, at 12:00** (local Israeli Time).

1.4.3.2 Last date for submission of the Proposal is on **August 10th, 2020**, no later than 12:00 PM (local Israeli time) ("**Final Proposal Submittal Date**").

- 1.5.4. 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.

1.5 Definitions

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

Definitions:	
"Agreement"	The agreement attached as Volume B of the Tender Documents.
"MTEV"	High capacity Articulated Rapid Transit Electric Bus which meets the requirements stated in Volume E.
"Commercial Proposal"	Commercial Proposal according to Volume D.
"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 1.5.2.
"Individual Referral"	As defined in Section 10 below.
"MOT"	Israel Ministry of Transport and Road Safety.
"Manufacturer"	A company that produces proposed MTEV, including Related Entity of the Manufacturer and Authorized representative in Israel.
"Proposal"	The proposal to be submitted by each Participant in accordance with the terms of the Tender Documents.
"Participant"	An entity which is eligible to submit a Proposal according to the provision of Section 3 below.
"Related Entity"	A direct parent company exercising Control over the Participant or the Manufacturer (as applicable), or a direct subsidiary, Controlled by the Participant or the or the Manufacturer (as applicable).
"Task"	A specific task for provision of services and/or goods by a Winning Participant in accordance with the results of an Individual Referral, as detailed in Section 10 below.

Definitions:	
"Technical Proposal"	Technical Proposal according to Volume C.
"Tender"	This Tender issued by the Company, including all its documents, volumes, appendices and attachments.
"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"/ "Supplier"	A Participant to be selected by the Tender Committee as a "Framework Supplier".
"Winning Proposal"	The Proposal of the Winning Participant.

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 regarding the financial status of the Participant;
- 2.1.1.8. Appendix 8 - Affidavit to demonstrate compliance with the requirements of Clause 4.2;
- 2.1.1.9. Appendix 9 - Affidavit to demonstrate compliance with the requirements of Clause 4.3.

- 2.1.2. **VOLUME B** – The Agreement.
- 2.1.3. **VOLUME C** – Technical Proposal.
- 2.1.4. **VOLUME D** – Commercial Proposal (to be submitted in a separate sealed envelope).
- 2.1.5. **VOLUME E** – Functional & Technical Requirements.
- 2.1.6. **VOLUME F** – General Description of the Trial Run Phase.

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

2.3. The Tender Documents can be viewed at the Company's website at: www.ayalonhw.co.il.

3. **ELIGIBILITY TO SUBMIT THE PROPOSAL**

3.1. A Participant may be either:

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

3.1.2. An entity (company or registered partnership) duly organized and validly existing under the laws of a foreign state, which has full diplomatic relations with the State of Israel in compliance with all the pre-qualification requirements set forth in Clause 4 below.

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;

3.2. If the Participant is not the MTEV Manufacturer, the Participant should contract with the Manufacturer for the purpose of submitting the Proposal. In such case, the Manufacturer will execute an irrevocable Performance Undertaking, in the form attached hereto as Appendix 9, pursuant to which the Manufacturer shall guarantee the full and adequate performance by the Participant of all of the Participant's obligations under the Agreement and/or under any of the other Tender Documents.

3.3. A Participant or a Manufacturer 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 the Manufacturer, or is Controlled by such Participant or the Manufacturer or is Controlled by an entity which has Control over such Participant or the Manufacturer.

3.4. **Joint Venture**

It is hereby clarified that the Company will not accept joint proposals that were submitted as a joint venture by several participants, and will not allow participation in this Tender of corporations and/or partnerships that have been established specifically for the purpose of submitting a proposal in this Tender.

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. General Pre-Qualification Requirements

4.1.1. 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.

4.1.2. 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 Company As the term is defined in the Companies Law, 5759-1999].

4.2. Professional Pre-Qualification Requirements

The Participant or the Manufacturer is in full compliance with all the requirements set forth below:

4.2.1. Has at least five (5) years of experience, at the time of submitting the Proposal, during which he manufactured and/or supplied at least one hundred (100) High Capacity, fully electric bus vehicles and/or Bus Rapid Transit (BRT) vehicles in one (1) or more of the OECD member states.

4.2.2. The Participant or the Manufacturer has manufactured at least two (2) MTEV units during the five (5) years preceding the submittal date of the Proposal which have been used commercially in at least two (2) locations, in different countries for at least six (6) months.

4.3. Professional Pre-Qualification Requirements for the proposed MTEV

The proposed MTEV is fully in compliance with all the mandatory requirements as mentioned in Section 1 of Volume E - Functional & Technical Requirements.

4.4. Definitions and clarifications regarding the Pre-Qualification Requirements:

4.4.1. The words and expressions in Clauses 4 above shall have the meaning hereby assigned to them, as follows:

"High Capacity" A transport vehicle that allows transport of at least twenty (20) passengers at a time.

"Fully Electric" A vehicle powered solely by on-board rechargeable electricity storage system (RESS) propulsion power source with no secondary source of propulsion.

"Commercial Use" Use of high capacity vehicle within a line providing active shuttle services.

- 4.4.2. Each Participant may offer only one type of MTEV within its Proposal.
- 4.4.3. The Participant and the Manufacturer may demonstrate compliance with the Pre-Qualification Requirements under Clause 4 above by relying on the Participant's or the Manufacturer own experience or by the Participant's or the Manufacturer Related Entity experience.
- 4.4.4. The Participant shall not present vehicles which supplied for self-use of the Participant or the Manufacturer and/or Related Entity in order to demonstrate compliance with the Pre-Qualification Requirements under Clause 4 above.

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

5.1. In order to demonstrate compliance with the Pre-Qualification Requirements under Clause 4 above, and in order to examine and evaluate the quality of the Participants and the Proposals, each Participant shall provide as part of its Proposal the following documents:

- 5.1.1. To demonstrate compliance with the requirements of Clause 4.1.1 above, the Participant shall provide as part of its Proposal, a signed affidavit in the form attached hereto as Appendix 7.
- 5.1.2. To demonstrate compliance with the requirements of Clause 4.1.2 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].
- 5.1.3. To demonstrate compliance with the requirements of Clause 4.2 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, including approvals from third parties for which the Participant has provided its services and that were included in its affidavit.
- 5.1.4. To demonstrate compliance with the requirements of Clause 4.3 above, the Participant shall provide as part of its Proposal the following:
 - 5.1.4.1. A response file in the format published on the Tender page on the Company's website, which specifies whether the proposed MTEV is in compliance with each of the mandatory requirements as mentioned in Section 1 of Volume E (Functional & Technical Requirements).
 - 5.1.4.2. Affidavit in the form attached hereto as Appendix 9, signed by the Manufacturer.

5.2. The Participant shall also attach to its Proposal the following documents:

- 5.2.1. Information about the Participant in the form attached hereto as Appendix 1;
- 5.2.2. A full and signed proposal form in the form attached hereto as Appendix 2;

- 5.2.3. A full and signed Commercial Proposal form in the form attached hereto as Volume D. **The Commercial Proposal form shall be submitted in a sealed, closed and separate envelope.**
- 5.2.4. A confirmation of understanding the Tender conditions and instructions in the form attached hereto as Appendix 3;
- 5.2.5. A signed approval by the Participant's attorneys, in the form attached hereto as Appendix 4, that details and/or approves the following information:
 - 5.2.5.1. 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.
 - 5.2.5.2. The persons that signed the Proposal (including on the Tender Documents) on behalf of the Participant are fully authorized to do so by the Participant and that their signature binds the Participant.
- 5.2.6. Each Participant 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) and any other documents evidencing its legal status, place of registration and principal place of business, in each case certified as true and accurate copies thereof by the Participant's legal counsel.
- 5.3. 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.
- 5.4. The Tender Documents 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.
- 5.5. A Participant must provide all the above-mentioned documents as part of its Proposal.

6. **COMMERCIAL PROPOSAL**

- 6.1. Participants are requested to provide a Commercial Proposal which includes the following components:
 - 6.1.1. One-time Consideration to supply the MTEV to Israel for the purpose of conducting the trail run in Israel.
 - 6.1.2. Monthly Consideration for conducting the trial run in Israel, in accordance with the provisions of Volume F of the Tender documents.
- 6.2. Participants shall fill out the Commercial Proposal Form set forth in **VOLUME D** for each component and shall quote a price for each item in the Commercial Proposal Form, all in accordance with the instructions and conditions set forth in **VOLUME D**.
- 6.3. The Participant shall not provide any negative values (less than zero). If the Participant submits any negative values, the Company shall consider it as a value of zero.

6.4. All prices quoted in the Commercial Proposal Form shall be in US dollars and shall not include Value Added Tax (VAT). Any price presented in any other currency shall be considered as if it is in US dollars.

6.5. Payment of Taxes

6.5.1. Each Participant shall be responsible for the payment of all taxes in connection with its Proposal and performance of any services. Subject to the provisions of Clause 14.10 herein under, each Participant shall be responsible for the payment of all taxes in connection with its Proposal and performance of any services, including import tax, training period exc.

7. **THE SUBMISSION OF THE PROPOSAL**

7.1. Structure & Contents of Proposals

The Proposals shall include four (4) parts as described in Section 7.2.

7.2. Submission of Proposal Envelops

The Proposals shall be submitted in **two (2) separate sealed envelopes**, as follows:

7.2.1. **COMMERCIAL PROPOSAL ENVELOPE**, containing the **Commercial Proposal**, in one original and two (2) additional hard copies and one soft copy [USB flash drive], signed by the Participant and its authorized representative as required.

7.2.2. **GENERAL PROPOSAL ENVELOPE**, containing **four (4) parts of the General Proposal (including the Technical Proposal)**, in one original and two (2) additional hard copies and one soft copy [USB flash drive], signed by the Participant and its authorized representative as required. The General Proposal contains the following parts and as detailed in Clause 5 above.

- ◆ **Part 1:** General forms for submission, and other documents and obligations as described in Clause 5 above.
- ◆ **Part 2: Technical Proposal** – Submission of the Technical Proposal in accordance with VOLUME C and E, Together with copies of VOLUME F, G, H and I.
- ◆ **Part 3: The Tender** initialized and stamped by the Participant's company stamp on each page, including all Appendices and submissions.
- ◆ **Part 4: Signed Agreement.**

7.3. All tables provided as part of this Tender shall be completed and submitted in their original structure, order and categories. No changes whatsoever shall be made to the original tables, except filling the necessary information.

7.4. The following information shall be clearly indicated on each of the Proposal volumes and Proposal envelopes:

- i. Submitted to: Ayalon Highways Co. Ltd - Procurement Department
- ii. Public Tender No. 11/20 For Examination of the Use of Mass Transportation Electric Vehicles (MTEV) in Israel
- iii. For Proposal volumes – Name of the relevant Part; For Proposal envelopes - Type of Proposal [Commercial/General]

- 7.5. Participants are specifically instructed that NO identification other than the details listed above shall appear on the outside of the envelopes containing the Participant's Proposals. Placing of company stamps and/or names and/or addresses and/or other identifying markings may lead to invalidating the Proposal.
- 7.6. Participants shall submit their Proposals in English only, with original (clearly marked "ORIGINAL"), two (2) copies and a soft copy (PDF files on CD/USB flash drive), as well. In the event of any discrepancy between the original and the copies and/or the PDF format, the original hardcopy shall prevail.
- 7.7. 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.
- 7.8. 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:
 - 7.8.1. To disqualify such Proposal and terminate the participation of its Participant in the Tender.
 - 7.8.2. To deem such Proposal, for all intents and purposes, as having been submitted without the said conditions, changes, additions or omissions.
 - 7.8.3. 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.
- 7.9. Confidentiality
 - 7.9.1. Subject to the provisions of this Section 7.10, confidential information contained in the Proposal and the Tender Documents, including patented and unpatented inventions, trade secrets, know-how, techniques, specifications, and drawings, shall be treated by the Company as strictly confidential and shall not be disclosed by the Company to any third party, provided that every page of the Proposal and/or document included therein or part thereof, containing such confidential information shall be clearly identified as confidential by the Participant, by labeling the said page or document with the words "CONFIDENTIAL" well visible at the top, bottom or across the page. Notwithstanding the foregoing, the mere labeling of the said pages and/or documents as aforesaid does not make such information contained thereon confidential. The determination that any documents and information contain confidential information shall be determined only at the Company's sole and absolute discretion.
 - 7.9.2. Notwithstanding the above, the Company shall be entitled and/or obligated to disclose such confidential information:
 - 7.9.2.1. To its employees, experts, professional advisers and consultants, for the purpose of and to the extent necessary for the evaluation of the Proposal;
 - 7.9.2.2. To governmental authorities for the purposes of obtaining or maintaining any permits, authorizations, licenses or other approvals required for the Project;

- 7.9.2.3. 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.

7.10. Final Proposal Submittal Date

- 7.10.1. **The Proposals and the Tender Documents are to be delivered no later than the Final Proposal Submittal Date, to the Tender Box at the Company's offices at the following address:**

2nd Nim Blvd., Rishon LeZion, Israel [7th floor]

- 7.10.2. 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.
- 7.10.3. 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.

7.11. Validity of the Proposal

- 7.11.1. The Proposals shall be valid for a period of twelve (12) months from the Final Proposal Submittal Date (the "**Validity Period**").
- 7.11.2. The Company may require the Participants to extend the Validity Period for an additional time period (the "**Extended Period**"). If a 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.
- 7.11.3. 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.

8. **EXAMINATION AND EVALUATION OF THE PROPOSALS**

8.1. General

- 8.1.1. The Evaluation of the Proposals shall be conducted in a two-stage process in accordance with the Vehicle Selection Process description below:
- 8.1.1.1. First Stage (Pre-Qualification Stage): the Company shall examine and determine if Participants and their Proposals 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 second stage.

- 8.1.1.2. Second Stage: the qualified Proposals of the first stage of evaluation will be evaluated with respect to their technical Proposal (as described in Section 8.3)
- 8.1.1.3. Third Stage - the Company will evaluate the Commercial Proposal (as described in Section 8.4). At the end of this stage, the Company will select the Winning Proposals and the Winning Participants.
- 8.1.2. The Proposals will be evaluated by the Company which is entitled to use external experts, professional advisers and consultants for the evaluation of the Proposals.
- 8.1.3. 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, determine not to accept the lowest Price Proposal, reject any or all Proposals, not accept the Proposal awarded the highest score and/or not accept any or all of the Proposals.
- 8.1.4. 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, the financial and organizational structure and capabilities of the Participant, previous works executed for the Company and/or for any other public bodies.
- 8.1.5. Furthermore, and without derogating from the Company's rights, the Company reserves the right, at its sole and absolute discretion, to reject any Proposal, even if such Proposal has achieved the highest total score, 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 in their behalf.
- 8.1.6. 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.
- 8.1.7. 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.
- 8.1.8. 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

8.1.9. 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.

8.1.10. It is hereby clarified that 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 in addition to the aforementioned documents.

8.2. Clarifications to the Company

8.2.1. 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.

8.2.2. Participants shall comply with the Company's requests under Clause 8.2.1 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.

8.3. Evaluation of the Pre-Qualification Requirement

8.3.1. The Company will examine and determine if the Participant and the Proposal are in compliance with the Pre-Qualification Requirements set forth in Clause 4 above.

8.3.2. Only Participants and Proposals that comply with the Pre-Qualification Requirements will advance to the next stage.

8.4. Evaluation of the Technical Proposal Quality scoring

8.4.1. The technical specifications and requirements of the MTEV are detailed in the Functional & Technical Requirements document in Volume E.

8.4.2. Each qualified proposal shall be evaluated based on the given quality scoring, set forth ahead:

<u>Form</u>	<u>The scoring parameters</u>	<u>Max score</u>
Selling Experience	1 point will be awarded for each MTEV bus in a commercial service beyond the threshold Requirements	5

Maintenance capabilities during the test period	Ability to provide maintenance services including removal of defective MTEV (or part of) in Israel during the test period	5
Total passengers' capacity	0.5 point will be awarded for each passenger capacity which will exceed 200 according to the European AW3 capacity at 6 pax/sq.m	20
Self-Guided capabilities	MTEV meets requirements under clause 2.2 below.	20
Minimum distance range between battery re-charges	1 Point will be awarded for every KM distance between battery re-charges which will exceed 65 KM under AW3 load operating at full capacity, with A/C systems at max capability.	5
Average energy consumption	1 Point will be awarded for every decrease of 0.2 kWh/km in energy consumption under 4 kWh/km under AW3 load operating at full capacity, with A/C systems at max capability.	5
Fast charging capability provide for at least 30 km	1 Point will be awarded for every decrease of 1 minute under 15 minutes.	5
Safety	Additional Safety Equipment	7.5
Turning radius	1 Point will be awarded for every 0.3 M of Lane Width under 7.5 M in a Turning radius of 15m.	7.5
General Impression		20
Total		100

8.4.3. The Technical Proposal Scoring [“TPS”] will be measured between 0 and 100, which will constitute 70% of the final score. The measurement will be carried out in accordance with the weights given above.

8.4.4. The Company, at its sole discretion, may ask any Participant to demonstrate that its proposed MTEV meets all the pre-qualification requirements detailed in Section E.

8.4.5. The Company may, at any time and in its sole discretion, to change the evaluation process, in a notice given to the Participants.

8.5. Evaluation of the Commercial Proposals

8.5.1. To compare between the Proposals the Company will calculate the total price proposal only for the purpose of comparing between the Commercial Proposals (the "**Total Price Proposal**") as follows:

A - One-time Consideration for supply the MTEV to Israel for the purpose of conducting the trial run in Israel.

B - Monthly Consideration for conducting the trial run in Israel, in accordance with the provisions set in Volume F of the Tender documents.

$$TP = A+6*B.$$

- 8.5.2. After the completion of the evaluation of the Technical Proposals, the Commercial Proposals Scoring [“CPS”] will be evaluated as follows:

$$\text{CPS} = [\text{LCP}/\text{SCP}] \times 100$$

Where:

CPS – Participant’s Commercial Proposal Scoring.

LCP – Lowest Commercial Proposal.

SCP – The specific Commercial Proposal of the Participant.

- 8.5.3. It is clarified that the Company may order from the Winning Participant additional components within Individual Referrals, as ascribed in Section 1.2 above, which will not be calculated as part of Commercial Proposals Scoring.

- 8.5.4. The Company reserves the right to correct arithmetical errors if a miscalculation has occurred.

8.6. Selection of the Winning Proposal

- 8.6.1. Following the evaluation of the Technical Proposals and the Commercial Proposals (that were not disqualified in the first stage as described above), and the Company will evaluate the final score of the Participant according to the following formula:

$$\text{FS} = [70\%] \text{TPS} + [30\%] \text{CPS}$$

- 8.6.2. The Company will select up to 3 Winning Participants which their Proposals achieved the highest Final Score (FS), and they will be included in the repository of Framework Suppliers.
- 8.6.3. Notwithstanding the above, in the event that another Proposal (in addition to the Proposals of the top 3 Participants at this stage) will include a proposed MTEV with different technology compared to the MTEV proposed by the top 3 Participants, the Company shall be entitled to determine, at its sole discretion, that the Participant submitted such Proposal will also declare as a "Framework Supplier".
- 8.6.4. 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.
- 8.6.5. 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.
- 8.6.6. 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).

9. PRECONDITIONS TO THE COMPANY'S ENGAGEMENT WITH THE WINNING PARTICIPANTS

- 9.1. Once the Tender Committee of the Company has completed the evaluation of the Proposals and reached a decision, the Company shall notify the Winning Participants and the other Participants regarding the Tender results.
- 9.2. After receiving the Company's notification regarding the award of the Winning Proposal, the Winning Participant shall provide to the Company for its approval the following documents:
 - 9.2.1. Guarantee - The Performance Guarantee, as defined in the Agreement, within no more than seven (7) business days of its receipt of the Company's notification regarding the award of the Project.
 - 9.2.2. In the event the Winning Participant is a foreign company/partnership, the Winning Participant will be required to register as a Foreign Company/Partnership, as this term defined in the Israeli Companies Law, 5759-1999.
 - 9.2.3. 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.
- 9.3. After receiving the above mentioned documents and details, the Company will examine whether all the required documents and details have been provided by the Winning 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.
- 9.4. The Winning Participant shall execute the required finalizations and/or modifications within 7 business days from the date of the Company's requirement or within the time that will be stipulated in the Company's requirement and will provide for the approval of the Company all necessary documents or details after it made all required finalizations and/or modifications.
- 9.5. If the Company will determine, in its sole discretion, that additional finalizations and/or modifications are needed, then the Company shall be entitled to give to the Winning Participant another opportunity to execute the required finalizations and/or modifications or, in its sole discretion, to decide to proceed pursuant to Section 11 hereunder.
- 9.6. Prior to the actual signing of the Agreement by the Company, there will be no valid agreement between the Company and the Winning Participant.

10. THE REPOSITORY OF FRAMEWORK SUPPLIERS

- 10.1. As detailed herein, the Company will convey to the Framework Suppliers from time to time, in accordance with its needs, an Individual Referrals concerning the execution of one or more of the specific Tasks as follows (Each one hereinafter: "**Task**"):
 - 10.1.1. Execution of trial run which will be conducted in the Manufacturer's Production line.

- 10.1.2. Execution of trial run which will be conducted in Israel, on a site chosen by the Company, in accordance with the provisions set in Volume F of the Tender documents (General Description of the Trial Run Phase).
- 10.1.3. Purchase of one or more MTEV unit/s.
- 10.2. For the avoidance of doubt, this phase will be conducted following conclusion of the Tender proceedings, and relates solely to Winning Participants with whom the Agreement has been signed and who has been entered into the Framework Supplier repository.
- 10.3. Insofar as it is not determined otherwise by the Company, the competition between the Framework Suppliers will be conducted based upon (In the company sole discretion):
 - 10.3.1. The prices proposed by the Supplier within its commercial proposal to the Tender; or-
 - 10.3.2. The prices proposed by the Supplier within the Price Quotation for an Individual Referral, as detailed below.
- 10.4. It is clarified that the Tenders Committee, at its sole discretion, will be entitled to:
 - 10.4.1. To turn to only some of the Framework Suppliers.
 - 10.4.2. To declare more than one Framework Supplier to execute a specific Task.
 - 10.4.3. To recognize other trial runs or tests held by the Suppliers.
 - 10.4.4. To assign Tasks to a Framework Supplier without conducting the above mentioned pricing competition among the Framework Suppliers, in the case that the Company, at its sole discretion, will determine that execution of the said Task cannot be assigned to the 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.
 - 10.4.5. To engage in negotiation with some or all of the Framework Suppliers, with respect to their Proposal.
 - 10.4.6. To consider among its considerations the capacity and experience of the Participant 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.
- 10.5. 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 Individual Referral relative to the Task.
- 10.6. General guidelines regarding an Individual Referral:

- 10.6.1. The Company will provide to the Framework Suppliers the documents concerning the Individual Referral that will contain a detailed description of the services and/or goods required as part of said Task.
- 10.6.2. As part of the Individual Referral documents, the Company will provide the Framework Suppliers a specific agreement for the purpose of the execution of the relevant Task, which will include additional terms, including technical specifications, maintenance, commercial and legal conditions, liability and insurance instructions, special provisions and additional terms. In addition, insofar as the Task include procurement of vehicle/s or equipment, the supplier will be required to comply with the requirements of the Mandatory Tenders Regulations (Mandatory Industrial Cooperation) 5767 – 2007 (as applicable), and any other applicable law.
- 10.6.3. Additional terms, including liability and insurance instructions, will be determined by the Company under a specific Task Agreement to be performed for the purpose of performing a specific assignment
- 10.6.4. These documents will be provided to the Framework Suppliers by any means chosen by The Company, at its sole and absolute discretion, including physical delivery, electronic mail, digital media and download from a cloud, etc.
- 10.6.5. The Company will distribute among the Framework Suppliers an Individual Referral for an RFQ in relation to the execution of the Task
- 10.6.6. The Company will be entitled to set additional criteria for determining the supplier awarded execution of a task, as part of a specific Individual Referral, including consideration of certain criteria in relation to the compatibility of the proposed vehicle and/or the Participant to the character of the services and/or the location and the route for which the vehicles are required
- 10.6.7. The Individual Referral documents will also contain the deadline for submission of quotations in relation to the execution of the task by the Framework Supplier (hereinafter: “**A Price Quotation for an Individual Referral**”).
- 10.6.8. Framework Suppliers will be requested to provide quotations for these Tasks. Such quotations shall not exceed the in priced offered in the Participant's Commercial Proposal, as submitted for this Tender.
- 10.6.9. The Framework Supplier awarded execution of a specific Task that will be defined in the framework of the relevant Individual Referral will be that whose proposal in relation to the execution of the Task that is the subject of the Individual Referral is the achieved the highest Final Score thereof.
- 10.6.10. Framework Suppliers will be obligated to participate in each of the individual referrals that will be conveyed to them by the Company as part of the Agreement and submit their proposals relative to these referrals.
- 10.6.11. In the price quote for the individual Referral, Framework Suppliers will be required to submit their proposed commercial offer in respect to the provision of the services and/or goods detailed in the Individual Referral documents.
- 10.6.12. The Company will evaluate the technical response and the Price Quotes for the Individual Referral will be examined pursuant to the provisions of this clause and the remaining provisions of the tender and/or the Individual Referral.

- 10.6.13. According to the results of the Individual Referral, the Company will determine which among the Framework Suppliers will execute the Task. Regarding execution of a Task contained in an Individual Referral a specific Agreement between the winning supplier in the Individual Referral and the Company will be signed as mentioned above.
- 10.7. It is hereby clarified that there is nothing in the winning of this Framework Tender to ensure to any of the Winning Participant that The Company will indeed convey any tasks for execution whatsoever and will order from said supplier any services and/or goods in any scope thereof.
- 10.8. Without derogating from the above mentioned, this tender does not establish towards the Framework Suppliers any commitment, except the commitment of The Company to incorporate them in Framework Supplier repository, from which The Company will select from time to time and in accordance with the provisions of this tender, the Framework Supplier with whom it will engage for execution of a specific task.
- 10.9. It should be clarified that delivery of tasks for execution as per the provisions of this tender framework, is subject to receiving the budgetary approvals suitable for their execution.
- 10.10. For the avoidance of doubt, it is clarified that there is nothing in the tender documents and in the framework agreement, to ensure Winning Participants any scope of work whatsoever for the execution of the tasks for execution 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 Winning Participants no grounds for any demand and/or claim and/or argument whatsoever as to the mentioned above.
- 10.11. 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 Winning Participants.
- 10.12. For the avoidance of doubt, it is clarified that the Company, at its sole and professional discretion, will be entitled not to approach to any Framework Supplier 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 the framework of 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 Supplier 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.
- 10.13. 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 Company and/or those acting on its behalf for and/or in connection with the provisions of this tender.

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

- 11.1. In the event that the Winning Participant fails to fulfill all of its obligations according to the Tender Documents and/or its Proposal, the Company shall be entitled, in its sole discretion, to cancel the award of Winning Proposal or to give the Winning Participant an extension of time for the purpose of fulfilling all of its obligations.

- 11.2. The Winning Participant whose Proposal has been canceled as aforesaid, shall not have any argument, demand and/or claim of any kind against the Company and/or anyone on its behalf in connection with the cancellation of the award of the Winning Proposal.
- 11.3. Without derogating from the above, in the event that the Company has decided to cancel the award of the Winning Proposal, the Company shall be entitled, at its sole discretion, to grant the award of the Winning Proposal in the Tender and the Agreement to the Participant that its Proposal achieved the highest Final Score (FS), after the Participants which declared as the Winning Participants. The Company's right according to this Clause is not mandatory and the Company shall be entitled, at its sole discretion, not to so grant the award the Winning Proposal in the Tender and the Agreement to the Participant that achieved the highest Final Score (FS), after the Participants which declared as the Winning Participants. In such event, the Participant that achieved the highest Final Score (FS), after the Participants which declared as the Winning Participants will not have any argument, demand and/or claim of any kind against the Company and/or anyone on its behalf in connection with the aforesaid or in connection with the cancellation of the Tender instead of awarding the Winning Proposal in the Tender to it or otherwise.

12. **CONFLICT OF INTERESTS**

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

- 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.
- 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.
- 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.

13. **GENERAL CONDITIONS**

- 13.1. By submitting the Proposal to the Company, Participants shall be deemed to have accepted all of the terms and conditions contained in the Tender Documents (including any addendum thereto).
- 13.2. **Participants Conference**
 - 13.2.1. It is the intention of the Company to invite all Participants to a video conference. The purpose of such conference is to give to the Participants general information and background about the Tender and to answer any questions that the Participants might have.
 - 13.2.2. Oral answers or clarifications that may be given during the conference will not constitute a commitment, and the Company will only be bound by an addendum which may be issued by the Company in accordance with Tender provisions, and Participants should not rely upon any oral answers, clarifications or representations provided by the Company or by others during the conference.

- 13.2.3. The conference will be held through ZOOM video conferencing service, on July 6th, 2020, at 13:00 PM (local Israeli Time).
- 13.2.4. The conference will be held as a video conference (online), according to the details provided in a notice posted on the Company's website prior to the conference.
- 13.2.5. Participation in the conference is not mandatory.
- 13.2.6. The Company, at its sole discretion, is entitled to initiate an additional conference if it finds it necessary

13.3. Requests for Clarifications of the Tender Documents

13.3.1. 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 by Email, to Ms Rachel zilberberg, **Email address: rachelizz@ayalonhw.co.il, no later than July 19th, 2020 at 12:00 pm (Israel time).**

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

#	Part in the Tender Documents	Clause	Question

- 13.3.3. A Participant that submitted a question or a request for clarification or interpretations shall confirm that its submission has been received.
- 13.3.4. No responses shall be given to questions that are not submitted in writing.
- 13.3.5. Although the Company has no obligation to clarify or interpret the Tender Documents, the Company may issue to all Participants an addendum for purposes of clarification or interpretation in response to such questions or requests. The identity of the Participant that submitted the question shall not be disclosed.
- 13.3.6. The Company shall not be bound by, and Participants shall not rely on, any oral interpretation or clarification to the Tender Documents.
- 13.3.7. In the event that the Company did not answer a question, the Company will be deemed to have rejected the Participant's request.

13.4. Clarifications and Modifications

- 13.4.1. Without derogating from Clause 13.2 above, 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.
- 13.4.2. 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.
- 13.4.3. 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.
- 13.4.4. 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.
- 13.4.5. 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.

13.5. Alterations

- 13.5.1. 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.
- 13.5.2. 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 in Section 14.2 above.

13.5.3. 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.

13.5.4. 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.

13.6. Budget Approval

The execution of the Agreement is subject to a budget approval required to be provided to the Company by the State of Israel. In the event that such approval is not granted to the Company or will be cancelled, or in the event that the Total Price Proposal proposed by the Winning 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.

13.7. Without derogating from the above, the Company shall have the right to instruct all Participants whose Commercial Proposal was evaluated, to submit an additional improved Commercial Proposal in the event that all Proposals received are less favorable to the Company than the Company's estimation and/or to cancel the Tender. Participants hereby forfeit any demand and/or claim of any kind in the event that the Company shall decide to act in such manner.

13.8. 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.

13.9. 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.

13.10. 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 MTEV and any services. Failure to do so shall be at the sole risk of the Participant and without any compensation.

13.11. 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.

13.12. Confidentiality and Proprietary Rights

13.12.1. 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.

13.12.2. 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.

13.13. 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.

13.14. Language of the Tender Process

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

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

13.14.3. In the event of contradictions, inconsistencies or discrepancies between a document and its English translation, the latter shall prevail except documents in Hebrew, as mentioned in Clause 14.13.1 above.

13.15. 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 and/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 State of Israel and/or anyone on their behalf.

13.16. Governing Law, Jurisdiction

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

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

13.17. 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.

Itamar Ben Meir,

C.E.O.

Appendix 1

Information about the Participant

Participant's name: _____

Entity registration no.: _____

Place & date of incorporation: _____

Participant's address: _____

Telephone: _____

Fax: _____

E-mail: _____

Internet website: _____

Name of Participant's contact person: _____

Position: _____

Mobile Phone no. _____

Names of the Participant's owners:

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

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

Names of the Participant's authorized signatories:

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

Appendix 2

To
Ayalon Highways Co. Ltd.

Dear Sir/Madam,

Proposal Form

1. We the undersigned, after having carefully read, examined and understood the instructions of Ayalon Highways Co. Ltd (hereinafter: “**The Company**”) for offering a Proposal to enter into an Agreement as part of Tender No. 11/20 For Examination of the Use of Mass Transportation Electric Vehicles (MTEV) in Israel (hereinafter: “**The Tender**” and “**The Services**”, respectively) including all of its terms, conditions and specifications detailed in the Tender Documents and all of their volumes and appendices, hereby offer the Company to execute the Services.
2. We hereby announce that our Proposal has been prepared according to the Tender Documents and all of their volumes and appendices, and that we have received and/or made available to us all of the documents related to the Proposal as well as explanations concerning the Proposal and the execution of said Services.
3. We hereby declare and warrant that if our proposal is accepted, we will perform all Services in accordance with all terms of the Tender Documents and all of their volumes and appendices and to the full satisfaction thereof.
4. If our Proposal is accepted, we undertake to sign, as specified in the Tender, the attached Agreement, and to not transfer to another party the entitlement to our rights under this Agreement nor to add or join any partner or create another corporation for the use of our rights.
5. Furthermore, attached to our Proposal are all of the Tender Documents signed by us. We know that failure to fill out and/or attach any document and/or make any change/addition to the Proposal documents may result in the rejection of our Proposal.
6. Our Proposal is irrevocable and not given to cancellation or change. We agree that you will be entitled, but not obliged, to see our offer and its acceptance by you as a binding Agreement between you and us. We know and agree that you will be entitled to conduct any revised proposal submission process. We know that you will be entitled to cancel the Tender.
7. Should our Proposal be accepted, we undertake to comply with all of the terms and conditions prior to your signing the Agreement, as specified in the Tender Documents, and that within fourteen (14) days from the date of your announcement, we will sign the Agreement documents, and all the additional documents and evidence claiming presentation.
8. The data and/or documents included in our proposal, and constitute, in our judgment, secret information are as follows:

The Participants Name (in full): _____

Names of the authorized signers on behalf of the Participant: _____

Signatures of the authorized signers; _____

The Participant's stamp: _____ 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.
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. 11/20 For Examination of the Use of Mass Transportation Electric Vehicles (MTEV)
in Israel**

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

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

Appendix 5

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

תצהיר

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

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

1. אני הוסמכתי כדין על ידי _____ (להלן: "המציע") לחתום על תצהיר זה בתמיכה להצעה למכרז מס' 11/20 שפורסם על ידי נתיבי איילון בע"מ (להלן: "המכרז").

2. הנני מצהיר כי מתקיים במציע אחד מאלה:

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

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

(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 בחשון התשס"ג (31 באוקטובר 2002);

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

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

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

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

חתימת המצהיר/ה

אישור

אני הח"מ _____, עורך דין, מרחוב _____, מאשר/ת בזאת כי ביום _____ 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 וחתימת 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 Highways**") 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.

_____	_____	_____
Name of the attorney	Date	Stamp & signature

Appendix 8

Affidavit

Demonstration of the Participant's compliance with the Pre-Qualification Requirements of Clause 4.2 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 Section 13.2 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. 11/20 For Examination of the Use of Mass Transportation Electric Vehicles (MTEV) in Israel.
2. The Participant or the Manufacturer is fully in compliance with all of the requirements set forth below:
 - 2.1 Has at least five (5) years of experience, at the time of submitting the Proposal, during which he manufactured and/or supplied at least one hundred (100) High Capacity, fully electric bus vehicles and/or Bus Rapid Transit (BRT) vehicles in one or more of the OECD member states.
 - 2.2 Has manufactured at least two (2) MTEV during the five (5) years preceding the submittal date of the Proposal which have been used commercially in at least two (2) locations, in different countries for at least six (6) months.
3. The proposed MTEV is fully in compliance with all the mandatory requirements as mentioned in Volume E (Functional & Technical Requirements).

Definitions:

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

- | | |
|-------------------------|---|
| "High Capacity" | A transport vehicle that allows transport of at least 20 passengers at a time. |
| "Fully Electric" | A vehicle powered solely by on-board rechargeable electricity storage system (RESS) propulsion power source with no secondary source of propulsion. |
| "Commercial Use" | Use of high capacity vehicle within a line providing active shuttle services. |
| "Manufacturer" | A company that produces proposed MTEV, including Related Entity of the Manufacturer and authorized representative in Israel. |

- The Participant may attach to this affidavit approvals and/or documents that demonstrate the compliance with the pre-qualification requirements.

4. Participant's Years of Experience

Client	State	Type of vehicle supplied	Number of vehicles supplied	Sale Date	Contact Details: Email address and phone number

5. 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.

Name of the attorney

Date

Stamp & signature

Appendix 9

Manufacturer Undertaking

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

[The Manufacturer is not permitted to alter any part of this affidavit, other than the completion of those parts that are designated to be completed by the Manufacturer. Any request for alteration must be pre-approved in writing by Company pursuant to Section 13.2 of the Tender]

To: Ayalon Highways Co. Ltd.

Re: Tender No. 11/20 For Examination of the Use of Mass Transportation Electric Vehicles (MTEV) in Israel (the "Project")

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

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

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

2. We are duly organized and validly existing under the laws of _____.
3. We execute this document as part of the materials comprising the Proposal documents of the Participant for the Project.
4. We have received and diligently read and reviewed the Tender Documents relevant to us, and consent to of the terms and conditions set forth therein. We further declare that we agree to all the provisions in the Tender Documents pertaining to Manufacturer. We warrant that the part in the Proposal pertaining to us is accurate, complete and up-to-date at time of submission, in accordance with the requirements of the Tender Documents all attachments thereto and in the Manufacturer's best professional judgment.
5. In the event that the Participant will be declared as the Winning Participant, we warrant and guarantee, in respect to the part in the Proposal pertaining to us, to assist and support the Participant throughout the Term of the Agreement, including without limitation, providing of goods and services, knowledge and spare parts, as necessary.
6. The Laws of the State of Israel shall apply to this undertaking, its interpretation and the rights and undertakings of the Manufacturer and any other parties hereunder and any matter relating thereto or deriving there from.
7. The address of the undersigned shall be c/o the Participant and the Participant shall be authorized to accept notices and legal documents for us and on our behalf.
8. We understand that the submission of this Proposal shall not be deemed in any way to create an obligation on the part of the Tender Committee to declare the Participant the Winning Participant; that the Tender

Committee has the unfettered right to reject any or all Proposal submissions; to request additional information from the Participant or other parties including from us; to cancel or modify the Tender Documents at any time and to negotiate with any or all Participants.

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

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

The Manufacturer

Name of the Signatory

Signature

Date

Name of the Signatory

Signature

Date

Name of the Signatory

Signature

Date

Confirmation by an attorney

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

_____	_____	_____
Name of the attorney	Date	Stamp & signature

The Participant

_____	_____	_____
Name of the Signatory	Signature	Date

_____	_____	_____
Name of the Signatory	Signature	Date

_____	_____	_____
Name of the Signatory	Signature	Date

Confirmation by an attorney

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

_____	_____	_____
Name of the attorney	Date	Stamp & signature