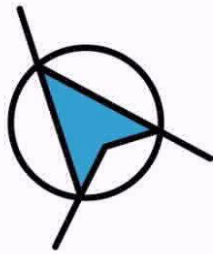


E-Tender (Online) No. 53/20

A Framework Tender to Locate, Examine and Deliver Technological Solutions for the  
Establishment and Operation of a Smart Airspace to Support Multirotor and UAS  
Flights

Terms of Tender

Updated Version: September 2020



## Introduction

### 1.1 General

1.1. Ayalon Highways Co. Ltd. (hereinafter: "**The Company**" or "**Ayalon Highways**") hereby invites receipt of proposals for entering into a framework agreement to locate, examine and deliver technological solutions for the establishment and operation of smart airspace to support multicopter and UAS flights (hereinafter: "**the Services**"), all as per the specifications contained in the tender documents.

### 1.2 Background

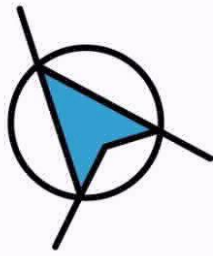
1.2.1 Ayalon Highways is a government company charged with promoting the planning and execution of transportation projects and serves as the operational arm of the Ministry of Transport.

1.2.2 In June 2016, the Company became a government company under the full ownership of the State of Israel. Consequently, the areas of the Company's activities have been defined and expanded substantially, all as part of the decision reached by the Socio-Economic Cabinet on March 9, 2017 (Decision No. SE/62).

1.2.3 Following the decision mentioned above, the Company is intended to serve as an arm of the Government via the Ministry of Transport in the execution of missions and engage, *inter alia*, in the planning, promotion, management, and execution of urban and metropolitan transportation projects, including those promoting public transportation, and the reduction of private vehicles, throughout the country, **as well as managing, initiating and developing technologically innovative transportation projects, and adapting the infrastructures to the developing technologies in vehicles and roadway facilities.**

1.2.4 In light of those mentioned above, and as part of the Company's activity to promote applicable transport technology solutions, the Company is seeking in the framework of this Tender to receive proposals to locate, examine and deliver technological solutions for the establishment and operation of smart airspace to support multicopter and UAS flights, as per the terms of the Tender.

1.2.5 Against this background, the Company is interested, in consultation with the Ministry of Transport, the Civilian Aviation Authority of Israel (hereinafter: "**CAAI**"), and the Innovation Authority to enter into a contract with Suppliers that can provide a technological



response for the combined operation of all airspace users, together with UAS and multirotor aircraft (weighing up to 25 kg), for various uses, while offering continuous support for civilian companies and industry, while encouraging innovations and without constituting a risk in the aspects of safety, air defense, terror or public nuisance, as per the conditions detailed below.

1.2.6 The Company will contract with the winning Bidders of the Tender in a Framework Service Agreement, as stated in the text attached as **Document B'** to the Tender Documents, all under the terms, conditions, and stipulations of the Tender.

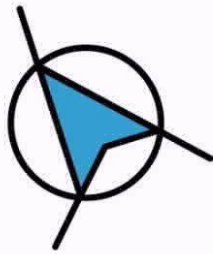
1.2.7 As part of the Company's activity to promote useful technological solutions in the field of transportation, the company has published a request of information (RFI) and a request for performance of a demonstration (RFD) on the subject of "Urban Mobility in the Aerial Dimension" as well as Framework Tender No. 29/20 to locate, examine and deliver technological solutions for transporting cargo via UAV. Under these procedures, flights are operated as existing UAS or in NAMA bubbles, or both - when a designated closure is executed in favor of the flights and each bubble, only one company operates. It should be clarified to avoid any doubt that the contents of the work that is the subject of the procedures above are not included in this Tender.

### 1.3 The Objective of the Tender

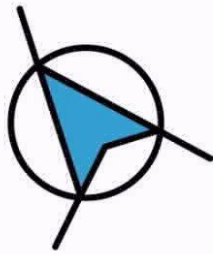
It is the objective of this Tender to examine and facilitate application insofar as possible of innovative technological solutions for the establishment and operation of smart airspace to support multirotor and UAS flights. The Bidders in the Tender will be required to comply with the threshold conditions outlined in the Tender (as per the relevant package to which their proposal is submitted), as well as obtain certification of the professional committee (as defined herein), and subsequently, insofar as they are declared as winning proposals in the tender, under the provisions of the Tender, they will comprise a repository of framework suppliers (as per the division into packages), from which Ayalon Highways will select, from time to time, and according to the specifications below, a supplier for implementing a fixed and defined mission as per the Company's needs.

### 1.4 Definitions

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



- **"The Company"/"Ayalon Highways"** - Ayalon Highways Co. Ltd;
- **"The Professional Committee"** - A professional committee that will examine the solutions proposed as part of the tender, as specified in Clause 4.2 below:
- **"The Tender"** - This tender issued by Ayalon Highways, all of its appendices, documents and updates and the clarifications attached to it;
- **"The Framework Agreement"** - The contractual agreement drafted as **"Document B"** and attached to the tender documents (will be signed with those Bidders declared as winning proposals in the tender and will be entered into the framework suppliers repository);
- **"Standard Suppliers Agreement"** - The contractual agreement for execution of a specific mission drafted as **"Document C"** and attached to the tender documents, in the most updated version as possessed by Ayalon Highways on the date of the mission's assignment (will be signed with the Bidder declared a winning bid in a certain, individual referral). For the sake of clarity, should the Company update its Standard Suppliers Agreement, the Standard Suppliers Agreement to be signed between the framework supplier and the Company concerning a mission scheduled for execution will be the updated draft;
- **"Framework Suppliers Repository"** - The repository is comprised of framework suppliers (in the division into packages) that will execute the



services as per the Tender Documents.

**“Mission Execution”**

-

A specific mission for the provision of services that are the subject of Tender that will be executed by those among the framework suppliers as per the results of the Individual Referral concerning this mission;

**“The Technical Response”**

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A technical response document that will be added to the Bidder’s proposal specifying the concept proposed for the delivery of the solution that is the Tendered subject, as detailed in Clause 6.2.2 below:

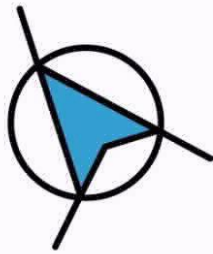
**“The Proposed Solution”**

-

A technological solution for the establishment and operation of smart airspace to support UAS and multirotor flights proposed by the Bidder as part of this Tender, and all its components.

**“Smart Airspace”**

A collection of infrastructures and services that will facilitate combined operations all the airspace’s current users, in the volume of activity, predicted decades forward - together with small UASs/multirotor, for a variety of uses while offering continuous support for civilian companies and industry, while encouraging innovations and without constituting a risk in the aspects of safety, air defense, terror or public nuisance.



**“Framework Supplier”/“Winning Bidder”**

- A Bidder (or each one of the Bidders, in the event of several winning proposals in the Tender) that will be declared a winning Bidder in the Tender, with whom the Company will sign the Framework Agreement, and will enter into the Company’s Framework Supplier Repository;

**“Bidder”**

- Whoever submits a proposal to the tender;

**“Individual Referral”**

- As defined in Clause 7 below;

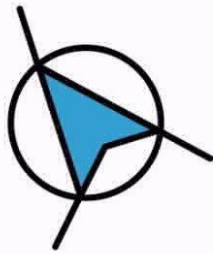
**“The Services”**

- Locate, examine and deliver technological solutions for the establishment and operation of smart airspace to support multirotor and UAS flights, as detailed in Section 1.5 below, as well as the services that will be defined as part of Individual Referrals that will be conveyed to the winners as per the detailed below.

## **1.5 The Services Required as Part of the Tender**

- 1.5.1 Provide technological solutions to establish and operate smart airspace in support of UAS multirotor flights.
- 1.5.2 Define and execute demonstration flight for the benefit of proof of capability (POC) of the proposed technological solution.
- 1.5.3 The services detailed above will define and demonstrate the collection of infrastructures and services listed below:

[a]	Mission planning and flight permission request - before the flight’s performance. This phase will include the distribution/assimilation of information, and this includes:
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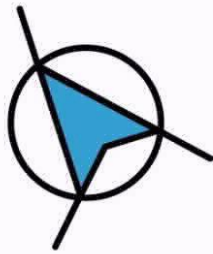


	<ul style="list-style-type: none"> <li>a. "Operational Zones" and all the air infrastructures in Israel - including the method to ensure state of the art conditions.</li> <li>b. NOTAMS<sup>1</sup>;</li> <li>c. Aviation weather information.</li> <li>d. An ability to upload requested operational zones/flight paths.</li> <li>e. A warning on conflicts with the planning of other operating companies.</li> <li>f. A proposal for automated conflict resolution.</li> <li>g. Information concerning the risk level towards the ground and includes consideration of population density maps, consideration of sensitive installations (universities/schools/kindergartens/HAZMAT storage facilities, and so forth); planned gatherings.</li> <li>h. Uploading flight paths/operational zones where there is an intent to operate.</li> <li>i. Permitted flight for the planned activity.</li> </ul>
[a2]	Aircraft details, including automated performance data, registration mechanisms, and identification.
[a3]	"Request to Begin Activity"/"Conclusion of Activity," two reports submitted to the entities responsible for air traffic control (ACUs, control towers, CTR, <sup>2</sup> TMA, and so forth). The report can be performed in "information sharing" mechanisms - with or without an approved format of the supervising entity (Acknowledge).
[a4]	Receiving warnings on aerial conflicts and suitable response capability
[a5]	A capability to display flight paths that other plans to execute.
[b1]	<p><u>During flight</u></p> <ul style="list-style-type: none"> <li>a. The capability of seeing an "aerial photo" in real-time<sup>3</sup>.</li> </ul>

<sup>1</sup>Notices to airmen/ flight dispatchers - whoever is a member of an aircrew, must know these notices before departing on/or dispatching a flight.

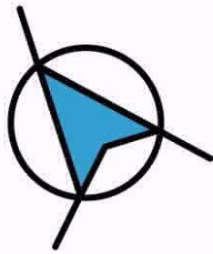
<sup>2</sup>The airspace volume supervised by the Ben Gurion Control Tower - and it includes the area above Jerusalem and Tel Aviv (detailed in AIP Israel).

<sup>3</sup>No assurance can be given that the photo will be available for all subscribers, and a distribution control capability is required.



	<ul style="list-style-type: none"> <li>b. A capability to reflect an aerial photo (self-position, altitude, speed vector, planned flight path, ID/registration, and so forth) for all stakeholders.</li> <li>c. An ability to identify situations that pose a dangerous loss of separation - and to prevent a collision (utilizing mechanisms similar to TCAS or, even, initiating collision avoidance maneuvers based on direct communications between aircraft.)</li> <li>d. An ability to receive instruction to “Land ASAP” - from an external source and perform a safe “immediate” landing while utilizing pre-designated “emergency landing zones.” The instruction will be implemented such that the instructing entity will be able to define a “polygon” and issue this instruction to all of the companies in the polygon - to all or a specific aircraft. The instruction will be conveyed to the operators of the USPs, and it is they who will need to implement the actual landing instruction - such that the accountability principle is preserved. As a default - propose means for implementation that will enable landing within less than three minutes from receiving the instruction.</li> </ul>
[c]	<p>An ability to communicate with emergency forces (first responders), including firefighting services, first aid, S&amp;R teams, ACUs, and Ben Gurion (address the matter of communications with the ground station/ground operator, then it is possible to make do with redundant mobile telephony - including cases and responses when the aircraft is BVLOS, address the future possibility of receiving an external instruction to Land Immediately).</p>
[d]	<p>Infrastructures, procedures, methods, and means for reporting accidents.</p>
[e]	<p>Infrastructures, procedures, and means for flight recordings and storage information - as similar as possible to that which is applied around the world in the world of civil aviation, and at least, a capability to preserve cyclical recordings for three months.</p>



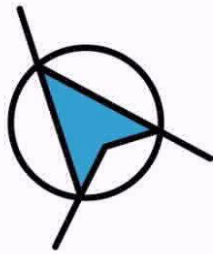


[f]	Outline training, certification, and competency preservation for all professions engaged in the subject (it is recommended to address the logic of Safety Management Systems).
[g]	<p>Relate to situations in which collision paths are created - when two aircraft are BVLOS or at ranges where any delays for action through the ground station are too great -and Mash Topology communications between the aircraft themselves V2V <sup>4</sup>, including mutual sensing and execution of collision avoidance maneuvers are required.</p> <ul style="list-style-type: none"> <li>a. In this phase, the Bidder should refer to all NCT aspects<sup>5</sup> - including a description of the information flow process and collision avoidance with aircraft that are not part of the smart airspace (e.g., crewed aircraft, without IFF/RID that erroneously enter an operational zone of a multirotor operating in a smart airspace framework).</li> <li>b. A capability to crowd or concentrate traffic to the maximum - when “mission orders” are transmitted “at once” to a large group of aircraft - and the entire group flies in a crowded and concentrated configuration (like, for example, how large light shows using lighting UAV are performed - but in this case of delivery missions.)</li> <li>c. Traffic management of multiple aircraft in the vicinity of the landing pad or DDS, or both.</li> </ul>
[h]	Simulation capability
[i]	Information security and cyber defense aspect.
[j]	Air defense, crime and terror prevention

1.5.4 The Company will design any service in addition or associated, or both to the services noted above.

<sup>4</sup>Direct communications between aircraft.

<sup>5</sup>“Uncooperative” aircraft, i.e., those that are not equipped with IFF, or any other means of electronic ID and consequently “the smart airspace” cannot know about them - unless by way of a warning from one of the supervisory arrays of the IAA or IAF/IDF.



1.5.5 It will be further clarified that the list above does not comprise a closed list, and the Company will be entitled to include additional services as part of the individual referrals conveyed to the winning Bidders in the tender, as detailed herein.

## 1.6 **The Contract Period**

The period of the contract between the Company and those Bidders declared as winning proposals will be for 18 months. The Company will be given the option, at its sole and absolute discretion, to extend the period of the contract by three additional periods of 12 months each, all as specified in the framework agreement.

## 1.7 **Timetables**

The planned timetables for the proceedings are as follows:

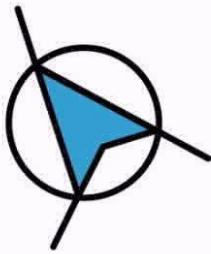
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| - Publication of the Tender   | - 29.09.2020   |
| Online Bidders Meeting (attendance is non-compulsory) Details concerning the meeting will be published on the Dekel and Company websites) | - 13.10.2020 at 18:00 p.m. (IST)<br>– 11:00 a.m. (EST) |
| The final due date for clarifying questions   | - 02.11.2020 at 12:00 p.m. (IST)<br>– 05:00 a.m. (EST) |
| The deadline for the submission of proposals  | - 19.11.2020 at 12:00 p.m. (IST)<br>– 05:00 a.m. (EST) |

The Company is entitled, at any time and at its sole discretion to alter the procedural timetable, in a notification to be given to Bidders.

## 2. **The Service Packages**

2.1 As noted above, Ayalon Highways intends to contract with several Framework Suppliers in each package that will comply with the threshold conditions outlined in the Tender, and declared as winners of the Tender, in the division of the following four Service Packages:

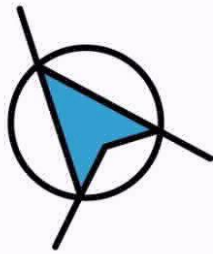
2.1.1 Service Package No. 1- "Metropolitan Service Center" Operator – "Mishmar"



- 2.1.2 Service Package No. 2 – Characterization of the development, demonstrations, simulations, and actual deployment of the Metropolitan C2.
- 2.1.3 Service Package No. 3 – Characterization of the development, demonstrations, simulations, and actual deployment of an aircraft registration system.
- 2.1.4 Service Package No. 4 – Characterization of the development, demonstrations, simulations, and actual deployment of a RID system.
- 2.2 The Bidders attention will be directed to such that a Tender Bidder will be entitled to submit its proposal to one or more of the Service Packages and be included as a Framework Supplier in one or more of the Service Packages, subject to its compliance with the threshold conditions for the individual package.
- 2.3 It is hereby clarified that because of the unique technical complexity of the tendered systems/services, the Tender Documents do not define the solution's substance or its characteristics, rather solely the required functional specifications concerning the proposed technological solution and the Bidders are invited to submit diverse solutions from the different content milieu, and even provide information in accordance with the details in document D'.
- 2.4 The Bidders' attention is drawn to the Proposal Form attached as Appendix 2 to the Terms of Tender Volume, in the framework of which the Bidders must mark which package(s) is submitted in its proposal.

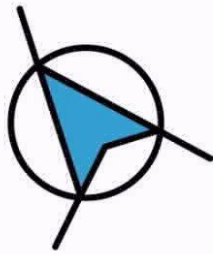
### **Tender Documents**

- 2.5 These are the documents that comprise the tender documents:
  - 2.5.1 Document A' - the Terms of Tender Volume, and its appendices (this document):
    - 2.5.1.1 Appendix 1 - Bidder Profile Form;
    - 2.5.1.2 Appendix 2 - Proposal Form;
    - 2.5.1.3 Appendix 3 - The Bidder's Declaration Concerning an Understanding of the Terms of the Tender;
    - 2.5.1.4 Appendix 4 - Attorney Confirmation;
    - 2.5.1.5 Appendix 5 - Affidavits under the Public Entities Transactions Law, 5736-1976;

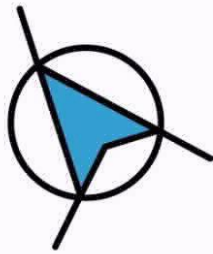


- 2.5.1.6 Appendix 6.1 - An Affidavit Showing Proof of Threshold Condition Compliance as contained in Section 5.2 above;
  - 2.5.1.7 Appendix 6.2 - An Affidavit Showing Proof of Threshold Condition Compliance as contained in Section 5.3 above;
  - 2.5.1.8 Appendix 6.3 - An Affidavit Showing Proof of Threshold Condition Compliance as contained in Section 5.4 or 5.5, or both, above;
  - 2.5.1.9 Appendix 7 - CPA Verification for Proof of Threshold Condition Compliance as contained in Section 5.1.3, above;
  - 2.5.1.10 Appendix 8 - An Affidavit Concerning the Bidder's Status;
  - 2.5.1.11 Appendix 9 - A Declaration Concerning the Absence of Conflict of Interest;
  - 2.5.1.12 Appendix 10 - A Declaration Concerning the Terms of Participation in the Tender as part of the "Dekel Tender" System.
  - 2.5.2 Document B' - The Framework Agreement;
  - 2.5.3 Document C' - The Standard Suppliers Agreement.
  - 2.5.4 Document D' - Principles for Composing the Technical Response
- 2.6 All tender documents, whether or not attached, constitute the property of the Company and conveyed to the Bidders to prepare and submit their proposals, and for this purpose only. For the avoidance of any doubt, it will be clarified that these documents are the property of the Company even after the Bidder has filled them out and that the Company may use them in any way, at its sole discretion, whether or not the Bidder was selected to execute the services, without the Bidder making any claim or suit in this respect. The Bidders are prohibited from copying the tender documents or using them or any other objective.
- 2.7 A set of the tender documents may be downloaded (at no charge) from the Company's website, [www.ayalohw.co.il](http://www.ayalohw.co.il). **Proposals will be submitted employing an electronic system.**

### 3. E-Tender (Online)



- 3.1 This tender will be conducted as a web-based e-tender as per the provisions of Regulation 19C of the Mandatory Tender Regulations 5753 - 1993. Bidders are aware that they must act so that their proposal is submitted through the electronic system operated and maintained by the “Dekel” Company (“**e-tender system**”), and that no proposal will be accepted for these proceedings that are not submitted through the e-tender system.
- 3.2 All parties interested in participating in the Tender are obligated to register in advance in the e-tender system. For purposes of the advance registration, it is necessary to enter the link to the web-based system that will be published on the Ayalon Highways website under the “Tenders” tab on the relevant tender webpage, fill in the required details, and send the registration request no later than 48 hours before the deadline for clarification questions/proposal submission. It is recommended to pre-register so as not to be late due to various delays and possible faults.
- 3.3 It is clarified that insofar as the participant has registered in the e-system in the past, there is no need for any renewed registration.
- 3.4 Following registration to the tender, the Bidder will receive an email notification confirming the registration and details for entry into the system. Bidders are recommended to save this confirmation for continued control and follow-up.
- 3.5 Should no registration confirmation be received, the Bidder must contact Ms. Katia Goldovitz at the Dekel Co. at +972-(0)4-8145400 Extension 1 or by email: [service@dekel.co.il](mailto:service@dekel.co.il) and verify that the request to register for the Tender was implemented. It is the sole responsibility of the Bidder to ensure sufficient time in advance that registration for the tender was executed properly and has received access to the automated system for participation in the proceedings, and the Bidder hereby waives in advance and irrevocably any claim against the Company concerning the absence of any possibility for the Bidder to submit clarification questions/proposal promptly through the automated e-system mentioned above.
- 3.6 Since only a Bidder who has pre-registered for the tender and is equipped with the means of identification as required will be entitled to submit clarification questions concerning the proceedings/ a proposal in the tender, and no claim will be accepted by which the Bidder was in any way prevented from submitting timely questions/a proposal, including any technical fault, lack of a suitable internet connection or any lack of available technical support in executing the registration.



- 3.7 The Bidder must scan all of the signed tender documents, as specified in Clause 2 above, and Clause 9 below, including tender appendices, and attach all of the required documents to support the proposal and proof of threshold compliance.
- 3.8 The Bidders' attention should be directed to Appendix 10 in the Terms of Tender Volume - A Declaration Concerning the Terms of Participation in the Tender as part of the "Dekel Tender" System.

#### **4. A Concise Description of the Tender Process**

**Herein is a concise description of the main phases of the tender. This concise description does not detract from any provision of the tender instructions and should be read in conjunction with the other tender instructions. For further expansion and detail concerning the phases of the Tender, see Clause 6 below.**

##### **4.1 Testing the Bidders' Compliance with the Proceeding's Threshold Conditions**

During the first phase, Bidders will be tested for compliance with threshold conditions for participation in the tender detailed in Clause 5 herein.

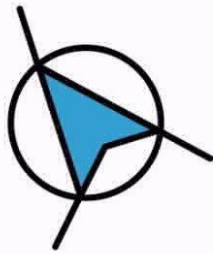
##### **4.2 Examining the Proposed Concept Phase**

To examine the proposal, the Bidder, within the framework of the tender bid, will submit a technical proposal detailing the concept being offered for the provision of services under the provisions of Clause 6.2 (hereinafter: "**The Proposed Concept**").

The technical proposals will undergo a review by the professional committee, which will examine the proposed concept from the aspects of safety, the level of the solution's applicability in Israel, compliance with regulatory specifications as well as any other relevant aspect as per the technology upon which the solution has been based (hereinafter: "**The Professional Committee**").

After its review process, the professional committee will approve or reject the proposed concept. Only those Bidders that have received professional committee approval concerning their proposed solution are declared as winning tender proposals and enter the Company's framework suppliers repository (as per the package for which their proposals have been submitted).

##### **4.3 Admission into the Suppliers Repository**



As detailed in the expansion in Section 6-7 herein, after the Bidder's proof of compliance with the threshold conditions and concept approval by the Professional Committee, the Bidder will enter the Company's repository for framework suppliers, conditional upon their signature on the Framework Agreement attached to the tender documents as **Document B**. Following the conclusion of the proceedings and the announcement of its results, Ayalon Highways will select from within the said repository of framework suppliers (as per the relevant package), from time to time and as per the selection mechanism detailed below, a supplier(s) for the implementation of a fixed and defined mission. Selection of the framework supplier for implementation of the specific mission will be executed under an Individual Referral for a Request for a Quotation (RFQ) Or a Request for Information (RFI) that will be distributed among the framework suppliers of the relevant package, in the framework of which will contain a definition of the scope of work required in the execution of the assigned mission.

In the avoidance of any doubt, it is clarified that at no time during the tender phase are Bidders required to submit an RFQ. Only Bidders declared as winners in the tender and will enter the framework supplier repository will be required to submit price quotation bids relative to the individual referrals that will be disseminated to them from time to time, in accordance with the terms of the Individual Referral, all as detailed in the expansion herein.

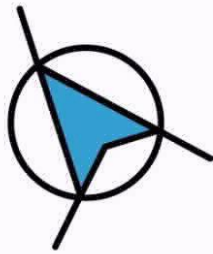
## **5. Threshold Conditions**

A Bidder may submit a proposal complying with all the terms and stipulations detailed below, as per the threshold conditions for those Service Packages for which it has submitted a proposal, in aggregate, and all as of the final Tender proposal submission deadline:

### **5.1 General Threshold Conditions (for all of the Service Packages):**

- 5.1.1 The Bidder is a corporation (company or partnership) or a joint venture (as defined herein), with a representative office in Israel.
- 5.1.2 The Bidder holds valid certification on the deadline for proposal submission to the Tender issued by the National Cyber Security Authority.
- 5.1.3 The Bidder's business cycle during each one of the years 2017, 2018, and 2019 stands at least at NIS 10 Million.
- 5.1.4 The Bidder holds all the required approvals and certifications as stipulated in the Public Entities Transactions Law, 5736-1976.





5.1.5 The Bidder is not in receivership, suspension of proceedings, bankruptcy or liquidation and not facing any pending applications of this kind, or insolvency, and no material foreclosure has been imposed on its assets;

5.2 **Professional Threshold Conditions for Service Package No. 1**

5.2.1 The Bidder or subcontractor on its behalf is experienced in manning and operating service centers on a 24/7 basis in the field of manning control rooms for at least six months during the three years before the Tender proposal submission deadline.

5.2.2 As of the Tender proposal submission deadline, the Bidder employs (in an employee-employer relationship) at least 30 full-time employees.

5.2.3 The Bidder is experienced in working vis-a-vis the CAAI and/or the IAA and/or the IAF and/or the IAF ACU Command.

5.3 **Professional Threshold Conditions for Service Package No. 2**

5.3.1 The Bidder developed and deployed at least three IT systems in use by a client on the due date of Tender proposal submissions, and each one of them has at least thirty (30) users.

5.3.2 The Bidder developed and deployed an IT system that on the due date of Tender proposal submissions is in use for at least two years, for a client that is an entity in the aviation industry and/or bank and/or insurance company and/or primary HMO in Israel, and/or a government hospital in Israel.

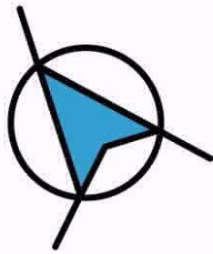
5.4 **Professional Threshold Conditions for Service Package No. 3**

5.4.1 The Bidder is in full compliance with the threshold conditions detailed in Section 5.3 above.

5.4.2 The Bidder has at least six consecutive months experience during the five years before the due date for Tender proposal submission in redundant and protected database (DB) system management, including database management as per the Privacy Protection Law 5741-1981 and its regulations, for a client that is an entity in the aviation industry and/or bank and/or insurance company and/or primary HMO in Israel, and/or a government hospital in Israel.

5.4.3 The database management system detailed in Section 5.4.2 above has the support capacity to record at least 100,000 entities.





## 5.5 **Professional Threshold Conditions for Service Package No. 4**

5.5.1 Requirements marked as "mandatory" in Document D' - Principles for Composing the Technical Response

### **Definitions Concerning the Threshold Conditions Above:**

**A.** "Joint Venture": A partnership of two or more legal entities, where each one bears responsibility towards the Company, jointly and separately, to the Bidder's commitments (the joint venture) according to the Tender Documents. For the avoidance of any doubt, it is clarified that each member in the joint venture is entitled to participate in only one proposal. Any proposal submitted by a joint venture will be signed by the authorized signatory(ies) from each one of the members of the joint venture, to which the stamp of each one of the said joint venture members will be affixed.

**B.** "Databases"- as defined in the Privacy Protection Law 5741-1981.

**C.** It is clarified that the Bidders are required to comply with the threshold conditions stipulated in Section 5.1.3 above based on audited financial statements for the years 2017-2019.

## 6. **Weighing the Proposals**

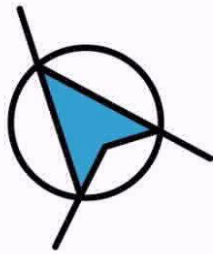
### 6.1 **Phase A' - Testing the Bidders' Compliance with the Proceeding's Threshold Conditions**

In this phase, the Bidders' compliance with the threshold conditions in the tender will be examined according to the documents and affidavits attached to the Bidder's proposal. The Company reserves the right to turn to those Bidders for which there is doubt about their compliance with the threshold conditions, *inter alia* for purposes of receiving pertinent explanations concerning their bid, and said compliance with the threshold conditions.

### 6.2 **Phase B' - Examining the Proposed Concept**

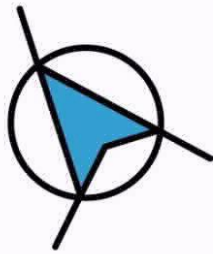
6.2.1 As detailed herein, during the examination of the various proposals, it is in this phase that the Bidder will submit in the framework of the proposal a technical response detailing the concept being offered for the provision of services.

6.2.2 The Technical Response document will be formulated as per the outline and guidelines detailed in Section Two of the Principles for Composing the Technical Response attached as **Document D'** to the Terms of Tender Volume.



The Technical Response Document will be submitted through the E-Tender system as part of the Bidder's proposal. Any affiliated and/or supportive technical material for the Technical Response Document may also be submitted in English.

- 6.2.3 During this phase, the Company will examine the Technical Response submitted by the Bidders that have proven their compliance with the threshold conditions. The review will be executed via the professional committee, during which the technical response submitted by the Bidder will be examined.
- 6.2.4 The Company will be entitled, although not obligated, to meet with those of the Bidders, at which time the Bidder will be allowed to present and explain their concept. The Company is entitled to hold one or more meetings with the Bidder at its discretion. It will be further clarified that the personal meeting is intended to allow the Company to gain a better understanding of the proposed concepts and the Bidders' capabilities, as well as convey to the Bidders pertinent comments and/or requests to correct faults or defects. During the meeting, the professional committee will be entitled at its discretion to request additional details or clarifications from the Bidder. The Bidder will be required to convey the specified completions within a set timetable.
- 6.2.5 Furthermore, the Company will be entitled, although not obligated, to convey the Bidder its comments concerning the proposed concept, to the extent there are such comments. In general, the Company will be entitled to comment to the Bidder concerning any deficiencies and/or discrepancies and/or improvements that have been discovered and/or required concerning the proposed concept. In the case, as stated above, the Bidder will be allowed to revise the proposed concept (to the extent it is so desired). The submission of the revised concept, insofar as required, will be done within the dates set forth for such by the Company.
- 6.2.6 The professional committee will examine whether the proposed concept meets the standards of safety, applicability, compliance with regulatory specifications, and any other relevant aspect of the technology upon which the solution has been based. In the avoidance of any doubt, it is hereby clarified that the examination of the technical response by the Company will in no way constitute any agreement and/or approval concerning the solution's application.



6.2.7 After its review process, the professional committee will approve or reject the proposed concept.

6.2.8 Only those Bidders that have received professional committee approval concerning their proposed solution will be declared as winning tender proposals.

6.3 **Phase C' - Signing the Framework Agreement and Entry into the Repository for Framework Suppliers**

6.3.1 After the declaration concerning the winning proposals in the tender, and as a condition for the Bidders' entry into the repositories for framework suppliers, winning Bidders will be requested to sign the Framework Agreement attached as **Document B'** to the tender documents.

6.3.2 As detailed herein, the Company will convey to the framework suppliers from time to time, as per its needs, its referrals concerning the execution of specific missions, and consequently, framework suppliers will be requested to provide quotations for these missions.

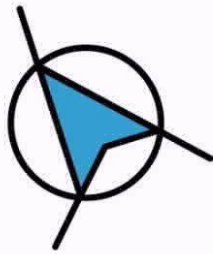
6.4 In light of the complexity of the tendered services and their essence, it is clarified that the Company will be entitled to alter any one of the phases of the tender by a notification that will be conveyed to all of the Bidders at any time and for any reason whatsoever, as per its absolute decision and none of the Bidders will have any cause for demand and/or claim and/or argument whatsoever concerning the above mentioned.

7. **An Individual Referral for RFQs Concerning the Execution of a Mission**

7.1 **This phase will be conducted following the conclusion of the tender proceedings and relates solely to winning Bidders with whom a framework agreement has been signed and who has been entered into the framework supplier repository.**

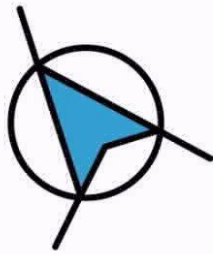
7.2 **As consideration, those actual winning Bidders eligible for offering the tendered services will be calculated according to the results of the Individual Referrals that will be conveyed to the winning Bidders from time to time, as will be detailed below.**

7.3 Insofar as it is not determined otherwise by the Company, the competition between the framework suppliers will be conducted based upon the price quotation received concerning the Individual Referral. In other words, the supplier awarded execution of a specific mission that will be defined in the framework of the relevant Individual Referral will be that whose proposals



concerning the execution of the mission that is the subject of the Individual Referral is the lowest thereof. Although, it should be clarified that the Company will be entitled to set additional standards for determining the supplier awarded execution of a mission, as part of a specific Individual Referral, including consideration of certain criteria concerning the compatibility of the proposed solution and/or the Bidder to the character of the services and/or the location and the route for which the services are required.

- 7.4 After Ayalon Highways formulates a planning package for the execution of a certain mission that will contain a detailed description of the services required as part of said mission, Ayalon Highways will distribute among the framework suppliers an Individual Referral for an RFQ concerning the execution of the mission (hereinafter; “**Individual Referral**”).
- 7.5 According to the results of the individual referral, Ayalon Highways will determine which among the framework suppliers will execute the mission for execution as detailed above and herein. Regarding execution of a mission contained in an individual referral a Standard Suppliers Agreement between the winning supplier and the Company, attached to the tender documents as **Document C**, will be signed.
- 7.6 As part of the said individual referral, Ayalon Highways will convey to the framework suppliers the documents concerning the individual referral. These documents will include the scope of the services, technical specifications and special provisions relating to the mission.
- 7.7 These documents, will be conveyed to the framework suppliers by any means chosen by Ayalon Highways, at its sole and absolute discretion, including physical delivery, electronic mail, digital media and download from a cloud, etc. The Individual Referral documents will also contain the deadline for submission of quotations in relation to the execution of the mission by the framework supplier (hereinafter: “**A Price Quotation for an Individual Referral**”).
- 7.8 In the price quote for the Individual Referral, framework suppliers will be required to name their proposed financial offer relative to execution of the services detailed in the Individual Referral documents, and this upon a price quotation form that will be attached to the Individual Referral documents.
- 7.9 Framework suppliers will be obligated to participate in each of the Individual Referrals that will be conveyed to them by Ayalon Highways as part of the contract that is the subject of the tender and submit their proposals relative to these referrals.



7.10 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.

7.11 In the event that two (or more) Framework Suppliers that have submitted price quotations for an Individual Referral that are deemed the best proposals, and are equal in value and terms, the Company will be entitled, at its sole discretion, to act in one of the following two ways:

7.11.1 Conduct an additional pricing competition

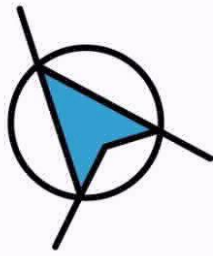
In the framework of the additional pricing competition, each one of the mentioned Framework Suppliers will be permitted to improve their submitted Individual Referral Price Quotation proposal. The Framework Supplier that offers the best Individual Referral Price Quotation, will be selected to perform the mission. A Framework Supplier permitted to submit an improved offer as stated in this Section, but has chosen not to do so, will be considered to have proposed a 0% discount relative to the original proposal, and the monetary proposal will be in accordance to the proposed Price Quotation to the Individual Referral previously submitted.

Even after the above mentioned additional pricing competition, there remained offers of equal status, the Ayalon Highways Tenders Committee is authorized, as part of a reasoned, written decision, to take one of the following actions: (a) decide on the winning proposals in accordance with the detailed considerations detailed in Section 7.12. **שגיאה! מקור ההפניה לא נמצא.**

7.11.2 Conduct a Lottery

In the framework of these proceedings, Ayalon Highways will conduct a lottery between those Framework Suppliers that have submitted equal monetary offers as stated above. The Framework Supplier chosen in the lottery, will be selected by Ayalon Highways to perform the mission.

7.12 It will be further clarified that the Tenders Committee of Ayalon Highways, in the context of a written reasoned decision, will be entitled to turn to only some of the framework suppliers, and as part of this framework be further entitled to consider among its considerations the capacity and experience of the Bidder in the execution of similar works including previous works executed for Ayalon Highways and/or other public entities, its organizational

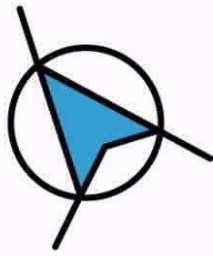


and economic capabilities, and any other consideration or reasoning that Ayalon Highways may deem appropriate and correct.

7.13 Cancellation of the winning supplier as part of the mission, and its removal from the Framework Suppliers Repository

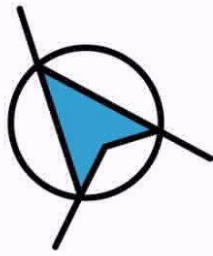
- 7.13.1 Should the Framework Supplier assigned to perform a mission, and failed in meeting any of the obligations, Ayalon Highways will be entitled, at its sole discretion, to cancel the mission win, or allocate an additional extension so that it may fulfill its obligations. If Ayalon Highways canceled the Framework Supplier's awarding of the mission because of the latter's failure to fulfill its obligations, Ayalon Highways will be entitled to remove it from the Framework Suppliers Repository, without derogating from any other available remedies.
- 7.13.2 Without derogating from the above mentioned and herein, if Ayalon Highways canceled the Framework Supplier's award of a mission because of the latter's failure to fulfill any of its obligations, Ayalon Highways will be entitled to declare the Framework Supplier whose proposal to the Individual Referral was ranked in the position after the Framework Supplier whose winning proposal was canceled, as the awardee of the mission, or cancel the mission, all according to its sole and absolute discretion, and the Framework Supplier that its Price Quotation to the Individual Referral that it submitted was ranked after the individual proposal of the Framework Supplier that its proposal was canceled has and will not have any argument and/or demand and/or suit in this matter.
- 7.13.3 Without derogating from any right afforded Ayalon Highways, and in addition to any right that is in accordance with any law and under the terms of the Tender, in the case in which Ayalon Highways has canceled the Agreement with the winning Framework Supplier of the mission for any reason whatsoever, Ayalon Highways will be entitled, although not obligated, to turn to the Framework Supplier ranked after the Framework Supplier that was awarded the mission, and instruct him to enter into a contract under the auspices of an Agreement for the performance of a specific mission to continue execution of the works in accordance with the terms and conditions of the individual price quotation that he submitted in relation to the mission. For the avoidance of doubt, it is hereby clarified that exercising of the right as stated under this Section is at the sole and





absolute discretion of Ayalon Highways, and that the Framework Supplier that its proposal as ranked beneath the Framework Supplier with whom the Contract Agreement for the performance of a specific mission that was signed and subsequently canceled, and/or any other Framework Supplier will have no claim and/or demand and/or suit in this matter.

- 7.13.4 In addition, and without derogating from the above mentioned and herein, if where it is made known to Ayalon Highways that a Framework Supplier is failing to fulfill any of its obligations in relation to the mission as per the Agreement signed with it or fails in responding to Individual Referrals, Ayalon Highways will be entitled, at its sole discretion, to decide against the selection of the same Framework Supplier for the execution of subsequent and additional missions, without derogating from any available remedy according to the Tender and/or any law.
- 7.13.5 In the case in which the Framework Supplier has failed to submit its proposals to any one of the Individual Referrals conveyed by Ayalon Highways, Ayalon Highways will be entitled to remove it from the Framework Suppliers Repository, all at its sole discretion and without derogating from any other available remedies.
- 7.13.6 Without derogating from the above mentioned, Ayalon Highways will be entitled to operate an alignment to assess the quality of the Framework Suppliers during its Contract Period with them, according to criteria that it will establish for this purpose, at its sole and professional discretion. It is hereby clarified that in the framework of the above mentioned quality alignment, Ayalon Highways will be entitled to determine criteria for the removal of a Framework Supplier from the Framework Suppliers Repository or its suspension for a specified period, in the case where the evaluation of the Framework Supplier proves to be lower than the minimum threshold that will be established by Ayalon Highways, as per its sole and professional discretion.
- 7.13.7 The Framework Supplier whose winning offer in the performance of a specific executional mission has been canceled and/or removed from the Framework Supplier Repository as stated, will bear no claim against the Company and in fact by submitting its offer waives any claim, suit and/or demand against the Company in connection with the cancellation of its awarded offer and/or its removal from the Framework Supplier Repository.



7.14 The Company will be entitled to assign missions 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, is led to believe that execution of the said mission 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 the 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.

7.15 **Mission Assignment**

7.15.1 **For the avoidance of any doubt, there is nothing in the winning of this framework tender to ensure to any of the Winning Bidders that Ayalon Highways will indeed convey any missions for execution whatsoever and will order any of the services and/or in any volume thereof.**

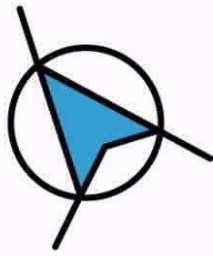
7.15.2 **Without derogating from the above mentioned, this tender does not establish towards the framework suppliers any commitment, except the commitment of Ayalon Highways to incorporate them in framework supplier repository, from which Ayalon Highways will select from time to time and under the provisions of this Tender, the framework supplier with whom it will engage for the execution of a specific mission.**

7.15.3 It will be further clarified that Ayalon Highways is incapable of knowing and/or presenting at this time the specific missions that will be conveyed for actual execution by the framework suppliers, their financial scope, and/or their nature. The works' scope concerning each specific mission will be known and final only near the publication of the Individual Referral relative to the mission.

7.15.4 It should be clarified that the delivery of missions for execution as per the provisions of this tender framework is subject to receiving the budgetary approvals suitable for their execution.

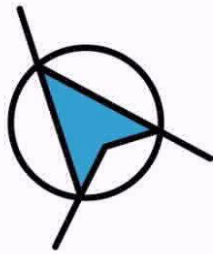
7.15.5 Indeed, submission of a proposal to the tender views the Bidders as those who agree and approve the above mentioned, and waive any claim, demand, and/or suit against Ayalon Highways and/or those acting on its behalf for and/or in connection with the provisions of this tender.





#### 7.16 The Contract Agreement as a Framework Agreement

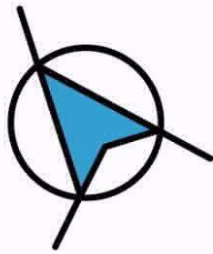
- 7.16.1 As stated above, the Company intends to split the contract that is the subject of the Tender and enter into a framework contract with several winning Bidders, at its sole discretion, that will be included in the repository of framework suppliers in the field of the required services.
- 7.16.2 The framework agreement that will be signed between the Company and each one of the winning Bidders in the Tender will be a Framework Agreement for the Execution of Missions, where the Company, at its sole discretion, and according to its needs, will conduct individual referrals for requests for quotations in connection with the missions for execution among the winning Bidders from time to time and as per the specifications of Clause 7 above. Before a mission is assigned to a framework supplier, the parties will sign a Standard Suppliers Agreement concerning the said mission in the formatted draft attached to the tender documents as **Document C'**. It should be clarified that the Company is entitled to update its wording of the Standard Suppliers Agreement, *inter alia*, for its adjustment to a specific mission, and in the case above, the agreement that will be signed between the framework supplier and the Company concerning the mission will be the updated format version.
- 7.16.3 For the avoidance of doubt, it is clarified that there is nothing in the Tender Documents and in the Framework Agreement to ensure winning Bidders any scope of work whatsoever for the execution of the missions 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 Bidders no grounds for any demand and/or claim and/or argument whatsoever as to the mentioned above.
- 7.16.4 It will be further clarified, to dispel any doubt that the Company is entitled to execute some of the work on its own or through third parties outside the proceedings and/or publicize Tenders and conduct additional proceedings concerning the execution of any mission 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 Tender awardees.



- 7.16.5 For the avoidance of doubt, it is clarified that the Company, at its sole and professional discretion, will be entitled not to turn to any Framework Supplier for implementation of its proposed solution, and instead contract and/or publicize Tenders and/or conduct other competitive proceedings concerning the tendered services 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 the Company will not grant a framework supplier any exclusivity whatsoever concerning the tendered technical solutions.**
- 7.16.6 It will be further clarified that applying the proposed technological solutions under the provisions of this Tender is subject to receiving the suitable budgetary and regulatory certifications for their execution. The scope of the application, as it may be, will be determined by the budgetary framework available to the Company and according to its needs, as defined from time to time.
- 7.16.7 Indeed, submission of a proposal to the Tender views the Bidders as those who agree and approve the above mentioned, and waive any claim and/or demand and/or suit against the Company and/or those acting on its behalf for and/or in connection with the provisions of this tender.

7.17 **Priorities and Coordination**

- 7.17.1 The Company is entitled to convey to the awarded Bidders with whom it has contracted as per the Tender Documents, several concurrent missions, under the Special Framework Agreement that will be signed between the parties. If the Company conveys to the awarded Bidder several missions as stated above, the Company will be entitled to establish the order of priorities between the missions conveyed to the awarded Bidder, and the said Bidder will execute the missions as per the order of priorities established from time to time by the Company.
- 7.17.2 The framework supplier will execute the missions according to the specifications defined by Ayalon Highways relative to the manner and phases of the mission. In this context, it will be clarified that the framework supplier will be required to be prepared for the execution of special missions as per the project's needs, including a single mission concerning works at several different worksites and/or



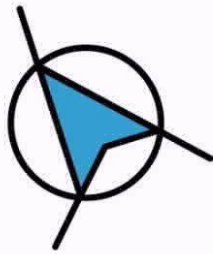
operate several concurrent work teams and/or execute works at night.

## 8. Complementary Tender

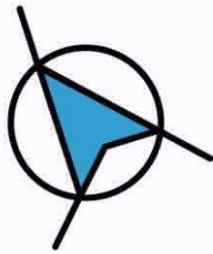
- 2.1.1. It will be clarified to Bidders that in light of the character of the tendered services, the Company will be entitled to publicize a Complementary Tender for any one or more of the Service Packages (hereinafter: “**Complementary Tender**”), and all at the Company’s sole discretion.
- 2.1.2. It is further clarified that there will be nothing in the publication of the said Complementary Tender to derogate from the declaration of the Winners of the Tender, part of the Framework Suppliers Repository.
- 2.1.3. Without derogating from the mentioned above, Ayalon Highways reserves the right to add as part of the said Complementary Tender, New Service Packages, and determine the threshold conditions for these Service Packages (hereinafter: “**New Service Packages**”). Bidders declared as winners in one or more of the categories as part of this Tender will be entitled to submit their proposals for the New Service Packages.

## 9. Documents to be attached to the Proposal

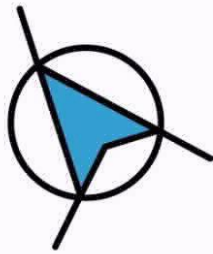
- 9.1 To show proof of the Bidder's compliance with the threshold conditions for the tender, and examine the proposals under the terms of the Tender, the Bidder will attach to his proposal all the required certifications and documents, including the following documents:
  - 9.1.1 **For proof of the Bidder's compliance with the threshold conditions outlined in Section 5.1.1 above**, the Bidder will attach to its proposal documents of incorporation of the Bidder as well as the current extract from the Corporate Registry or the Partnership Registry, as applicable;
  - 9.1.2 **For proof the Bidder's compliance with the threshold conditions outlined in Section 5.1.2 above**, the Bidder will attach to its proposal certification from the National Cyber Security Authority.
  - 9.1.3 **For proof of the Bidder's compliance with the threshold conditions outlined in Section 5.1.3 above**, the Bidder will attach to its proposal a lawfully prepared and verified affidavit in the wording attached to the Terms of Tender Volume as **Appendix 7**.



- 9.1.4 **For proof of the Bidder's compliance with the threshold conditions outlined in Section 5.1.4 above**, the Bidder will attach to its proposal affidavits in the wording attached to the terms of the tender volume as **Appendix 5**, and all of the certifications required as per the Public Entities Transactions Law, 5736-1976.
- 9.1.5 **For proof of the Bidder's compliance with the threshold conditions outlined in Section 5.1.5 above**, the Bidder will attach to its proposal a lawfully prepared and verified affidavit in the wording attached to the Terms of Tender Volume as **Appendix 8**.
- 9.1.6 **For proof of the Bidder's compliance with the threshold conditions outlined in Sections 5.2-5.5 above**, the Bidder will attach to its proposal a lawfully prepared and verified affidavit in the wording attached as **Appendices 6.1-6.3** (as per the package for which its proposal has been submitted) to the Terms of Tender Volume, and **CPA certification concerning worker employment** (as required in Section 5.2.2 above.)
- 9.2 The Bidder must attach to his proposals, in addition to other attachments required by this terms of the tender volume, and in addition to the signed proposal documents, the following documents listed below:
- 9.2.1 The Bidder Profile Form as per the wording attached as **Appendix 1** to the Terms of Tender Volume.
- 9.2.2 A Complete and Signed Proposal Form, in the wording attached as **Appendix 2** to the Terms of Tender Volume.
- 9.2.3 The Bidder's Declaration Concerning an Understanding of the Terms of the Tender; in the wording attached as **Appendix 3** to the Terms of Tender Volume.
- 9.2.4 Valid approval from the Property Assessing Officer, or the Certified Public Accountant, who lawfully manages the accounts and records to be managed under the Income Tax Ordinance (New Version), 5721-1961, and the Value Added Tax Law, 5736-1975.
- 9.2.5 Valid tax deduction at source
- 9.2.6 Attorney certification, according to the wording contained in **Appendix 4** of the Terms of Tender Volume, specifying the following



- 9.2.6.1 Execution of the services and the contracting in this contractual agreement for their execution falls within the authority of the Bidder;
- 9.2.6.2 Names of the Bidder's managers;
- 9.2.6.3 The names of the persons whose signatures obligate the Bidder;
- 9.2.6.4 Details of the Bidder's owners;
- 9.2.6.5 Confirmation that the signatories on the proposal and tender documents are indeed authorized, and their signature obligates the Bidder for all intent and purpose.
- 9.2.7 The Bidder is required to attach a Declaration Concerning the Absence of Conflict of Interest in the wording attached to the terms of the tender volume as **Appendix 9**.
- 9.2.8 The Bidder is required to attach a Declaration Concerning the Terms of Participation in the Tender as part of the "Dekel Tender" System in the wording attached to the Terms of Tender Volume as **Appendix 10**.
- 9.2.9 **The Bidder will submit a Technical Response Document (as detailed in Clause 6.2 above) that will be examined as part of the phases of the Tender, as detailed above. Any affiliated and/or supportive technical material for the Technical Response Document may also be submitted.**
- 9.3 The Bidder will complete and fill out all the required details in each of the Tender Documents.
- 9.4 All tender documents, as detailed in Sections 2 and 9 above, will be signed by the authorized signers of the Bidder and affixed to the proposal. Pages not containing a printed space for the signature will be initialed only. Pages containing a printed space for the signature, **including the Contract Agreement**, will be signed under the full name, and if required (a corporation), accompanied by a corporate stamp and according to the Bidder's regulations. A place where an attorney and/or CPA certification is required will be completed and signed by the attorney and/or CPA.
- 9.5 The Bidder must ensure that the identifying number in all documents submitted, including VAT registration (authorized dealership certificate) and income tax (bookkeeping certificate), are identical. If and to the extent there



is no match in the ID number, a certificate/explanation from the competent authorities will be attached.

- 9.6 All of the documents mentioned above will be submitted, together with the proposal by the Bidder and all of the Tender Documents. Should any proposal be submitted without all of the above mentioned requested documentation, the Company's Tender Committee is entitled, but not obligated, to reject said proposal solely for this reason, and not discuss it.

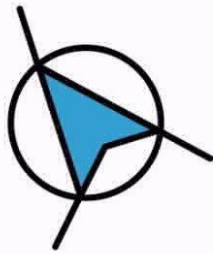
## **10. Reservations**

**No modification, whether by way of addition, by way of deletion or otherwise, shall be included in the tender documents. Any changes or additions made to the Tender documents of any kind, or any reservation thereof, whether by an addition to the body of documents or by accompanying letter or otherwise, may result in the rejection of the proposal, all according to the sole and absolute discretion of the Company.**

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

### **Contradictions and/or Discrepancies**

- 10.1 Insofar as the Bidder believes that the Tender Documents contain contradictions and ambiguities, the Bidder may appeal in writing up to the date specified in Clause 1.7 above, via the designated tab in the e-tender system, while providing identification and contact information to detail the clarifications, contradictions, errors, discrepancies or any doubts which may be found in relation to the precise meaning of each section or any detail whatsoever.
- 10.2 It should be clarified that to submit clarifying questions, it is necessary to register in the e-tender system as specified in Section 3 above.
- 10.3 The Company's answers to Bidders' queries and inquiries will be uploaded to the Tender page in the e-tender system, under the tab of the Tender, and will be available for Bidder's reference together with the remaining Tender documentation. Bidders are under obligation to keep current with the Company's publications in connection with the Tender.
- 10.4 It should be emphasized that at the clarification questions deadline, the system will be locked to prohibit the submission of subsequent questions for



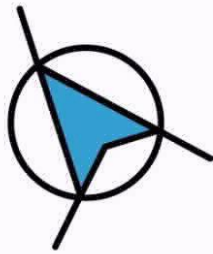
clarification. Clarification questions should not be submitted in any way other than as outlined above and through the said e-tender system.

- 10.5 Whoever does not refer in the manner as stated will be prevented from making any argument(s) concerning improbability and/or ambiguity, errors, discrepancies, mistakes, etc.
- 10.6 The Company is entitled not to address inquiries for clarification and/or objections, or any part thereof, and convey its response to all the Bidders (without naming the Bidder who has contacted them), all at its sole discretion. If the Company fails to address the referral and/or objection until the deadline for proposal submission, this will be viewed as a rejection of the Bidder's inquiry.

## **11. Bidders Meeting, Clarifications, and Changes**

- 11.1 The Company intends to conduct an online Bidders meeting. It is the objective of the meeting to offer a general background concerning the subject of the tender and address any questions that are liable to arise among the Bidders. At the same time, and for the avoidance of doubt, the purpose of the meeting is to assist in discussing and resolving questions that will arise. It is stated and should be clarified that which is stated during the Bidders' meeting will not bind the Company, will not represent any representation, and not contradict the Tender Documents. By his participation in the Bidders meeting, as stated, the Bidder agrees to this condition.
- 11.2 Unless determined otherwise, **the Bidders Meeting will take place on 13.10.2020 at 18:00 p.m. (IST) – 11:00 a.m. (EST) according to the details that will be published in the Dekel Tender and Company websites. Attendance at the meeting is non-compulsory.** Those interested in attending are asked to log-in precisely and on time.
- 11.3 It should be clarified that the Company, at its sole discretion, will be entitled to conduct additional Bidders meetings.
- 11.4 The Company reserves the right to introduce modifications and revisions into the tender documents until the final deadline for proposal submissions, whether at its initiative or in response to Bidders' queries, all at its sole discretion. The modifications mentioned above and revisions will be an inseparable part of the terms of the Tender and will be brought in writing to the attention of the participants of the tender through the e-tender system, under the Tender tab. Bidders are under obligation to keep current regularly concerning modifications, revisions, and clarifications that will be published concerning the tender in the e-tender system mentioned above.





- 11.5 At its discretion, to the extent that such changes are material and in its judgment requires postponement of the deadline for submitting proposals, the Company will be entitled to announce the postponement of this date, in a notice which will be forwarded to all Bidders.
- 11.6 Every response of the Company and/or of its representative a Bidder will be exclusively in writing, and there is no validity to any answer given by any other means. The Company will not be responsible for any explanations given by its employees, subcontractors on its behalf and/or any other person in the context of terms, conditions, and stipulations of the Tender or the proposal, or both, and communications between the Company and Bidders will be based solely on written documents.
- 11.7 It is clarified that the Company's reference to the Bidders' inquiries concerning clarifications and/or modifications, if there is such a reference, at the Company's discretion, will be done without naming the Bidder who contacted it.
- 11.8 Bidders will be required to confirm the reception of any notification and/or response from the Company within two days from its reception.

## **12. Submitting a Proposal**

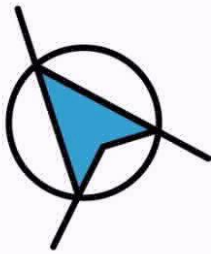
### **12.1 General**

- 12.1.1 The proposal, and all its appendices, containing all of the documents and references the Bidder is required to attach, are to be submitted in the automated e-tender system as detailed above.
- 12.1.2 Without derogating from the above mentioned, the Bidder's proposal will contain, *inter alia*, every document required to show proof of the Bidder's compliance with the threshold conditions and any other document required according to the Tender Documents.
- 12.1.3 The proposal may not be submitted in any manner that differs from the above mentioned, including not be email, to the Company's offices, by fax or the postal service.

### **12.2 Redacted Copy**

- 12.2.1 Without derogating from the above mentioned, the Bidder is entitled to submit one additional copy of the submitted documents (without a financial proposal), in which information that in the Bidder's judgment constitutes secret information or a commercial or professional secret not to be disclosed to other Bidders may be





redacted. This copy will be labeled “*Commercial Secret*” and attached as an optional document through the e-tender system.

12.2.2 The Company is not obligated by any law to accept the Bidder's opinion. For the record, it will be hereby clarified that should the Company choose to disclose to other Bidders information labeled by the Bidder as confidential, the Company will inform the Bidder, before the disclosure, of its decision concerning its intent to disclose to the other Bidders and will offer the Bidder a period of forty-eight hours (48 hours) to appeal this decision.

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

12.3 **The final deadline for the submission of proposals is at noon [12:00] on the date of November 19, 2020 (19.11.2020) at 12:00 p.m. (IST) – 05:00 a.m. (EST).** A proposal not present in the e-tender inbox on the date mentioned above and/or submitted later will not be accepted.

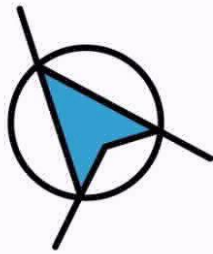
12.4 The Bidder's proposal will remain valid, irrevocable, for six months, unless the Bidder agrees to the Company's request if there will be such a request, to extend its validity. If the Company's request to extend the validity of the proposals, is not agreed upon by a Bidder, the proposal submitted by the said Bidder, who has not agreed to extend its validity, will be rejected, and the Company will be entitled to continue the tender proceedings and afterward select a Bidder's proposal that has agreed to the request to extend its validity, and this is even if the other proposal, the validity of which was not extended, was a preferable proposal.

### 13. **Conflict of Interest**

The Company hereby notifies all of the following instructions:

An organ in the Company (including a Director or CEO), his relative, agent or partner, or a corporation that one of the above mentioned holds, directly or indirectly, any rights whatsoever, and/or one of them is a manager and/or employee responsible to said individual, is ineligible to participate in this tender. Regarding the matter of “relative” - spouse, parent, son or daughter, brother or sister.

A Bidder or anyone on his behalf, for whom there is a conflict of interest with the services that are the subject of this tender and/or there is a conflict of interest between the said individual and Ayalon Highways - will be unable to participate in the tender,

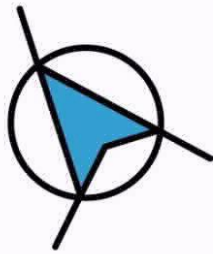


unless approved by the Company and subject to the terms and conditions imposed on the Bidder, at its sole discretion.

#### **14. Consideration of Proposals - General**

Without derogating from the above mentioned and any right afforded under law and/or pursuant to the provisions of this tender, the Company shall enjoy all of the following rights herein:

- 14.1 The proposals will be reviewed by the Company, which will be entitled to seek the assistance of consultants, experts, and other third parties as may be appropriate.
- 14.2 It is hereby expressly and explicitly stated that the Company is not obligated to accept the best or any proposal whatsoever, and reserves the right to reject any or all proposal(s), all at its sole discretion. It is further clarified that the Company is entitled, although not obligated, in the event it believes that none of the proposals are worthy of acceptance, to negotiate with the Bidder that has proposed the best proposal of the proposals submitted, at its sole discretion, and according to the results of the negotiations decide whether to accept the above-mentioned proposal or cancel the tender.
- 14.3 The Company will be entitled not to deliver the works that are the subject of this tender to a Bidder even if said Bidder has proven compliance with all of the terms and conditions detailed above, and this may be, *inter alia*, because of the Company's bad experience with the Bidder and/or its acquaintance with said Bidder, or in the case of a corporation, because of any bad experience with any of the individuals and entities controlling it and acting on its behalf and/or is acquainted with them. The Company is also entitled not to deliver the works that are the subject of this tender to a Bidder even if said Bidder has proven compliance with all of the terms and conditions detailed above, and if it has become clear, according to tests and investigations, it may conduct, and in its professional judgment that other public entities have a bad experience with the Bidder and in the case said Bidder is a corporation, with any of the individuals and entities controlling it and acting on its behalf.
- 14.4 The Company is entitled, although not obligated, to reject any proposal found to be incomplete, or unclear, or not prepared as per the tender documents, and this, at the sole and absolute discretion of the Company.
- 14.5 The Company reserves the right to cancel the tender, for any reason whatsoever, on any date, including after the proposal submission deadline, the number of proposals submitted, and the amount stated in each, which are

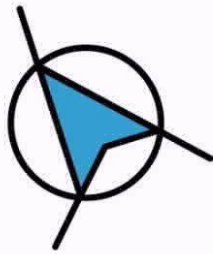


the reasons that may underlie the company's decision to cancel the Tender. In the avoidance of any doubt, it is hereby clarified that the Company reserves judgment not to accept any proposal, and the participants shall not have any claim and/or argument in this respect.

- 14.6 The Company will be entitled, although not obligated, at its sole discretion, to demand from a Bidder and/or third parties to provide additional information and/or clarifications and/or explanations and/or supplements concerning the Bidder's proposal and/or enable the Bidder to do so, including in the matter of presenting any document, certificate, permit or license as required according to the terms of this tender relative to a Bidder, and including the need to prove the Bidder's compliance with the threshold conditions, as long as every document, certificate or permit is valid and applicable to the final proposal submission deadline. It is further clarified that any inquiry to third parties, as stated in this clause above, will be done in coordination with the Bidder.
- 14.7 The Company reserves the right to forgive fulfillment of any requirement or condition of the terms of this tender that are not essential and do not violate the principle of equality, all of which is at the discretion of the Company's Tender Committee.
- 14.8 The Company is entitled, at its sole discretion, to negotiate or not to negotiate with the Bidders, all or parts thereof.
- 14.9 The Company is entitled, at any time and at its discretion, to postpone, whether at its initiative or the request of those among the Bidders, the timetable outlined in the tender and instead establish a new timetable(s) to fulfill the Bidders' undertakings.
- 14.10 The Company is entitled to execute some of the tendered services on its own or through third parties outside the proceedings, all at its sole discretion.
- 14.11 Anywhere in the Tender Documents and/or the Contract Agreement in which any amount appears, said amount would be deemed a non-binding estimate only, and the winning Bidders will not make any claim as to their eligibility for the said amount in connection with the execution of the Contract Agreement and/or any other claim concerning a vested right to perform services under the Agreement at some minimum amount whatsoever.

**Submission of a proposal will be interpreted, *inter alia*, as the agreement of each of the terms, conditions, and stipulations detailed above.**

## **15. Perusal of the Winning Proposals**



Following the conclusion of the Tender and the declaration on its results, the Tender participants are entitled to peruse the procedure's materials under the provisions of Regulation 21(e) of the Mandatory Tenders Regulations, 5753 - 1993. The review, as mentioned above, will take place in the Company's offices, subject to the delivery of a written request to the Company and advance coordination concerning the said perusal with a Company representative through an email to shanil@ayalohw.co.il and subject to the payment of expenses of NIS 500 to the Company, for sending the material for perusal and/or meeting for perusal, and for covering the costs involved in the said perusal.

## **16. General Conditions**

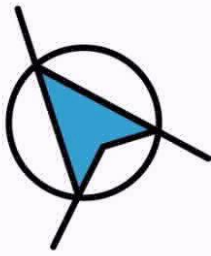
### **16.1 Budgetary Approval and Tender Cancellation**

It is clarified that at the date of publication of the Tender, the budgetary approval for execution of the tendered services has not yet been attained. Therefore, there is the possibility that the Tender may be canceled and/or postponement of the starting date for execution of services due to a failure to obtain budgetary approval and/or its cancellation at the Company's discretion. Indeed, submission of a proposal to the tender views the Bidders as those who agree and approve the above mentioned, and waive any claim and/or demand and/or suit against the Company and/or those acting on its behalf in this matter and undertake not to raise any claim, demand and/or suit against the Company and/or those acting on its behalf and/or in connection with the cancellation of the tender and/or postponement of the starting date for execution of tendered services for any reason whatsoever.

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

### **16.2 Applicable Law**

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



16.3 **Jurisdiction Clause**

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

16.4 **Participation Expenses in the Proceedings**

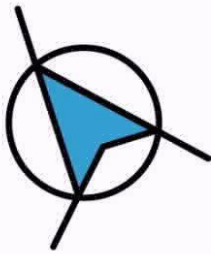
The Bidder alone shall bear the costs of his participation in the proceedings and not be entitled to any indemnity from Ayalon Highways for these expenses.

16.5 **Single Proposal**

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

Itamar Ben Meir

General Manager



Appendix 1

Bidder Profile Form

Name: \_\_\_\_\_ Corporate ID /Partnership No.: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

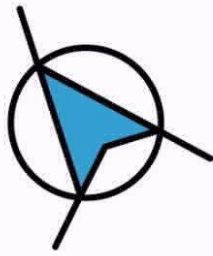
(If any company owner is a corporation, list the owners of that corporation)

Names of the authorized signers on behalf of the corporation:

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

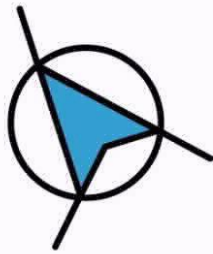
תחבורה  
מתקדמת  
לישראל

נתיבי  
איילון



- 39-

The Bidder's Signature: \_\_\_\_\_



## Appendix 2

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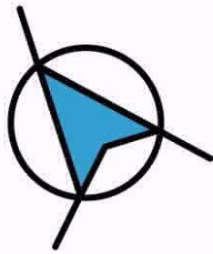
Ayalon Highways Co. Ltd

Dear Sir/Madam,

### Proposal Form

1. We the undersigned, after a careful reading, examination, and understanding of the instructions of Ayalon Highways Co. Ltd (hereinafter: "The Company") for offering a proposal to enter into a contract as part of E-Tender (online) no. 53/20 to Locate, Examine and Deliver Technological Solutions for Establishing and Operating a Smart Airspace in Support of UAS and Multirotor Flights (hereinafter: "**The Tender**" and "**The Services**," respectively) all of its terms, conditions, and specifications detailed in the documents of the Tender and their appendices, hereby offer the Company to execute the services, all as specified in the Tender on all of its appendices.
2. We hereby announce that our proposal has been prepared according to the Tender for all its 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 as per all terms of the Tender and its Appendices and to the satisfaction thereof.
4. If our proposal is accepted, we undertake to sign, as specified in the Tender Procedures and Terms, the attached contract, 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 contract between you and us. We know and agree that you will be entitled to conduct any revised proposal submission process. It is known to us 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 before signing the Contract Agreement, as specified in the Tender Documents, and that within fourteen (14) days from the date of your announcement, we will sign the Contract Agreement, and all the additional documents and evidence claiming presentation.





8. Our proposal is submitted for the Service Package:

- Service Package No. 1- "Metropolitan Service Center" Operator – "Mishmar"
- Service Package No. 2 – Characterization of the development, demonstrations, simulations, and actual deployment of the Metropolitan C2
- Service Package No. 3 – Characterization of the development, demonstrations, simulations, and actual deployment of an aircraft registration system
- Service Package No. 4 – Characterization of the development, demonstrations, simulations, and actual deployment of a RID system

**[Mark X in the suitable box(es)]**

9. The data and/or documents included in our proposal, and constitute, in our judgment, secret information is as follows:

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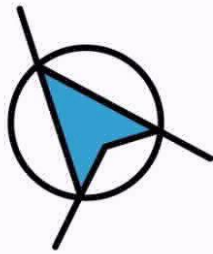
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The Bidders Name (in full): \_\_\_\_\_

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

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

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

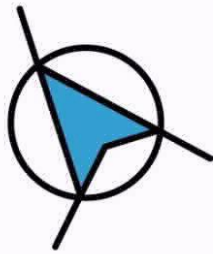


### **Appendix 3**

#### **The Bidder's Declaration Concerning an Understanding of the Terms of the Tender**

We the undersigned, after having read carefully and examined all of the tender documents comprising E-Tender (online) No.53/20 to Locate, Examine and Deliver Technological Solutions for Establishing and Operating a Smart Airspace in Support of UAS and Multirotor Flights, whether or not they are attached yet constitute an inseparable part of the tender documents, hereby declare and undertake the following:

1. We hereby declare that we have understood all of the mentioned in the tender documents and submitted our proposal accordingly. That we have diligently studied and examined all of the mentioned in the Tender Documents, reviewed all of the physical and legal requirements, conditions, and circumstances that may influence our proposal on the execution of the tendered services. We agree to all of the mentioned in the Tender Documents and confirm and warrant that we will not present any claims or demands based on ignorance and/or misunderstanding, and we hereby waive such claims in advance. Without prejudice to the generality of the previous, we know and agree that by submitting our proposal, there is an explicit waiver of all claims, of any discrepancy and/or irregularity, of any kind, of the tender terms and/or any terms and conditions thereof and/or any terms, conditions or stipulations afforded by law.
2. We declare that we meet all of the conditions specified in the Tender and that our proposal complies with all the specifications in the tender documents and that we accept on ourselves to make any commitments under the terms of the Tender Documents, including the Contractual Agreement.
3. We declare that we know that executing the work according to the Tender Documents demands confidentiality concerning all information available to us as well as maintaining a high level of reliability and credibility, and we undertake to comply with the provisions of the Contract Agreement and fulfill all our obligations under this Contract Agreement with reliability and credibility, and in strict adherence to all laws. We declare that we are not entitled to transfer any information that has come into our possession due to our participation in this Tender to any other entity whatsoever or use it in any way that is outside the framework of this Tender.
4. We hereby declare that this proposal is submitted without any contact and/or coordination with other Bidders and that we have not disclosed the details of our proposal to other participants in the Tender.



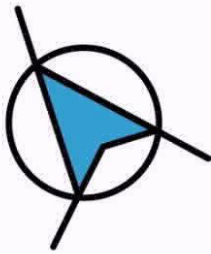
5. We hereby declare that our proposal is within the purview of the objectives and powers outlined in the corporation's documents on behalf of which the proposal is submitted and that we are entitled to sign on behalf of the corporation on this proposal and that there is no prohibition under any law or agreement in our signing on this proposal.

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Bidder's Signature**



**Appendix 4**

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Ayalon Highways Co. Ltd;

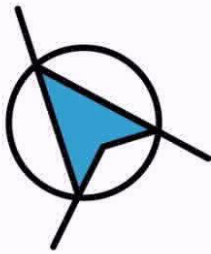
**Attorney Affirmation**

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

1. Execution of services and entering into a Contract Agreement as per the E-Tender (online) No.53/20 to Locate, Examine and Deliver Technological Solutions for Establishing and Operating a Smart Airspace in Support of UAS and Multicopter Flights fall within the powers of the Bidder.
2. The names of the Bidder's managers are: \_\_\_\_\_
3. The names of the persons whose signatures obligate the Bidder are: \_\_\_\_\_
4. The manner of the signature obligating the Bidder is: \_\_\_\_\_
5. The Bidder's owners are: \_\_\_\_\_
6. The signatures of \_\_\_\_\_ as well as of \_\_\_\_\_, who have signed before me on this proposal and the contractual agreement attached to it, in addition to the affixation of the Bidder's corporate stamp, obligate the Bidder's corporation for all intents and purposes.

\_\_\_\_\_  
Date

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



Appendix 5

**Affidavit**

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

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

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

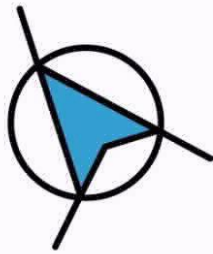
1. I have been lawfully authorized by \_\_\_\_\_ (hereinafter: “**The Bidder**”) to sign this affidavit in support of the proposal to the E-Tender (online) No. 53/20 to Locate, Examine and Deliver Technological Solutions for Establishing and Operating a Smart Airspace in Support of UAS and Multirotor Flights (hereinafter: “**The Tender**”).
2. I declare that the Bidder complies with one of these:
  - (a) The Bidder and its affiliated party have not been convicted of a decisive verdict of an offense under the Foreign Workers Law.
  - (b) Up to the final deadline for submitting the proposals in the Tender, the Bidder and its affiliated party were not convicted of a decisive verdict of more than two offenses under the Foreign Workers Law.
  - (c) If the Bidder or its affiliate has been convicted of a decisive verdict in two or more offenses under the Foreign Workers Law - that at least one year has passed since the last conviction until the proposal submission deadline.
3. I declare that the Bidder complies with one of these:
  - (a) The Bidder and its affiliated party have not been convicted of an offense under the Minimum Wage Law.
  - (b) Up to the final deadline for submitting the proposals in the Tender, the Bidder and its affiliated party were not convicted of a decisive verdict of more than two offenses under the Minimum Wage Law.
  - (c) If the Bidder or its affiliate has been convicted of a decisive verdict in two or more offenses under the Minimum Wage Law - that at least one year has passed since the last conviction until the proposal submission deadline.

To the matter of Sections 2 and 3 above:

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

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

- (1) A group of individuals controlled by the Supplier:



(2) If the Supplier is a group of individuals, one of the following: (a) its controlling party; (b) a group of individuals whose composition of its shareholders or partners, as the case may be, is essentially similar to the said composition of the Supplier, and the areas of activity of a group of individual are essentially similar to the areas of the Supplier's activities; (c) the person responsible on behalf of the Supplier for the payment of wages;

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

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

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

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

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

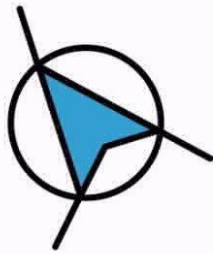
4. This is my name, and this is my signature, and all I have stated is the truth.

\_\_\_\_\_  
Signature of the Declarant

Affirmation

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

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



### Affidavit

#### Concerning the Appropriate Representation of Persons with Disabilities under the Public Entities Transactions Law, 5736-1976

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

1. I have been lawfully authorized by \_\_\_\_\_ (hereinafter: "**The Bidder**") to sign this affidavit in support of the E-Tender (online) No.53/20 to Locate, Examine and Deliver Technological Solutions for Establishing and Operating a Smart Airspace in Support of UAS and Multirotor Flights (hereinafter: "**The Tender**").
2. I declare and confirm that I have received an explanation, and I understand the meaning of Section 9 of the Equal Rights Law for Persons with Disabilities, 5758-1998 (hereinafter: "**Equal Rights Law**").
3. I undertake to forward this copy of this affidavit to the Director-General of the Ministry of Labor and Social Welfare and Social services within 30 days from the date of my contractual engagement with Ayalon Highways Co. Ltd.
4. **Mark X in the suitable box:**
  - The provisions of Section 9 of the Equal Rights Law do not apply to the Bidder.
  - The provisions of Section 9 of the Equal Rights Law apply to the Bidder and maintained.

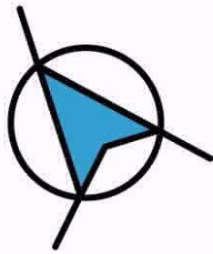
**If the Bidder employs at least 100 employees, it must undertake the following:**

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

\_\_\_\_\_  
Signature of the Declarant

Affirmation

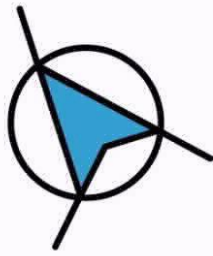




I the Undersigned \_\_\_\_\_, Attorney at Law, from \_\_\_\_\_ Street, hereby affirm that on the date \_\_\_\_\_ appeared before me in my office Mr./Mrs. \_\_\_\_\_, authorized to sign on behalf of the Bidder, and identified by means of an identity card No. \_\_\_\_\_, and after warning him/her to declare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

\_\_\_\_\_

The Attorney's Signature & Stamp



Appendix 6.1

The Bidder's Affidavit

to Show Proof of Compliance with the Threshold Condition Outlined in Section 5.2 of the Terms of Tender Volume

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

1. I serve as a manager in \_\_\_\_\_ [**the Bidder's name**], Corporate/Partnership ID \_\_\_\_\_ (hereinafter: "The Bidder") lawfully registered in the State of Israel and lawfully authorized by the Bidder to sign on this affidavit in support of the proposal to E-Tender (online) No.53/20 to Locate, Examine and Deliver Technological Solutions for Establishing and Operating a Smart Airspace in Support of UAS and Multicopter Flights (hereinafter: "**The Tender**").
2. The Bidder or subcontractor on its behalf [**please encircle the relevant possibility**] is experienced in manning and operating service centers on a 24/7 basis in the field of flight control for \_\_\_ months during [**please complete**] the three years before the Tender proposal submission deadline.
3. As of the Tender proposal submission deadline, the Bidder employs (in an employee-employer relationship) \_\_\_ [**please complete**] full-time employees.
4. The Bidder is experienced in working vis-a-vis the CAAI and/or the IAA and/or the IAF and/or the IAF ACU Command.

\_\_\_\_\_  
Signature of the Declarant

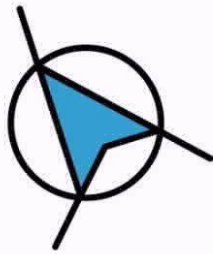
Attorney Affirmation

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



---

The Attorney's Signature & Stamp



## Appendix 6.2

### The Bidder's Affidavit to Show Proof of Compliance with the Threshold Condition Outlined in Section 5.3 of the Terms of Tender Volume

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

1. I serve as a manager in \_\_\_\_\_ [**the Bidder's name**], Corporate/Partnership ID \_\_\_\_\_ (hereinafter: "The Bidder") lawfully registered in the State of Israel and lawfully authorized by the Bidder to sign on this affidavit in support of the proposal to E-Tender (online) No.53/20 to Locate, Examine and Deliver Technological Solutions for Establishing and Operating a Smart Airspace in Support of UAS and Multirotor Flights (hereinafter: "**The Tender**").
2. The Bidder developed and deployed at least \_\_\_\_ [Please complete] IT systems that are in use by a client on the due date of Tender proposal submissions, and each one of them has \_\_\_\_ [**Please complete**] users.
3. The Bidder developed and deployed an IT system that on the due date of Tender proposal submissions is in use for a period of \_\_\_\_ years [**Please complete**], for a client that is an entity in the aviation industry and/or bank and/or insurance company and/or primary HMO in Israel, and/or a government hospital in Israel.

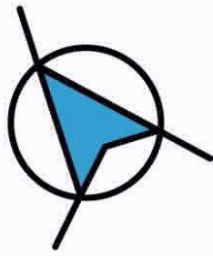
\_\_\_\_\_

Signature of the Declarant

#### Attorney Affirmation

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

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



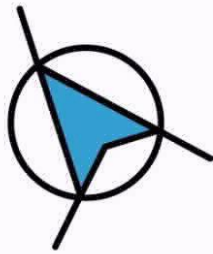
Appendix 6.3

The Bidder's Affidavit

to Show Proof of Compliance with the Threshold Condition Outlined in Section 5.4 of the Terms of Tender Volume

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

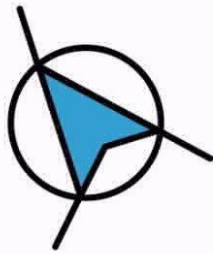
1. I serve as a manager in \_\_\_\_\_ [**the Bidder's name**], Corporate/Partnership ID \_\_\_\_\_ (hereinafter: "The Bidder") lawfully registered in the State of Israel and lawfully authorized by the Bidder to sign on this affidavit in support of the proposal to E-Tender (online) No.53/20 to Locate, Examine and Deliver Technological Solutions for Establishing and Operating a Smart Airspace in Support of UAS and Multicopter Flights (hereinafter: "**The Tender**").
2. The Bidder developed and deployed \_\_\_\_ [**Please complete**] IT systems that are in use by a client on the due date of Tender proposal submissions, and each one of them has \_\_\_\_ [**Please complete**] users.
3. The Bidder developed and deployed an IT system that on the due date of Tender proposal submissions is in use for a period of \_\_\_\_ years [**Please complete**], for a client that is an entity in the aviation industry and/or bank and/or insurance company and/or primary HMO in Israel, and/or a government hospital in Israel.
4. The Bidder has \_\_\_\_ months [**please complete**] experience during the five years before the due date for Tender proposal submission in redundant and protected database (DB) system management, including database management as per the Privacy Protection Law 5741-1981 and its regulations, for a client that is an entity in the aviation industry and/or bank and/or insurance company and/or primary HMO in Israel, and/or a government hospital in Israel.
5. The database management system detailed in Section 4 above has the support capacity to record at least \_\_\_\_ [**please complete**] entities.
6. Below is a detailed listing of the Bidder's experience for showing proof of compliance as detailed in Section 2 above:



Ser. No.	A List of the Services Provided	No. of Users in the IT System	The Client's Name	The Period of the System's Use by the Client [Note at least a month and year]	Client Contact Person [Note the position held in the client's employment and contact details - telephone + email]

7. Below is a detailed listing of the Bidder's experience for showing proof of compliance as detailed in Section 3 above:

Ser. No.	A List of the Services Provided	The Client's Identity [Please mark the relevant possibility]	The Client's Name	The Period of the System's Use by the Client [Note at least a month and year]	Client Contact Person [Note the position held in the client's employment and contact details - telephone + email]
		<input type="checkbox"/> Aviation Entity <input type="checkbox"/> Bank <input type="checkbox"/> Insurance Company <input type="checkbox"/> Primary HMO in Israel <input type="checkbox"/> Government Hospital in Israel			

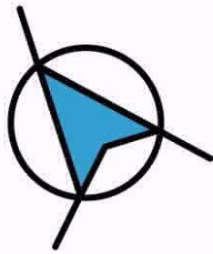


		<input type="checkbox"/> Aviation Entity <input type="checkbox"/> Bank <input type="checkbox"/> Insurance Company <input type="checkbox"/> Primary HMO in Israel  <input type="checkbox"/> Government Hospital in Israel			
--	--	---	--	--	--

8. Below is a detailed listing of the Bidder's experience for showing proof of compliance as detailed in Section 4 above:

Ser. No.	A List of the Services Provided	The Client's Identity [Please mark the relevant possibility]	The Client's Name	The period for which the Bidder provided the services [Note at least a month and year]	Client Contact Person [Note the position held in the client's employment and contact details - telephone + email]
		<input type="checkbox"/> Aviation Entity <input type="checkbox"/> Bank <input type="checkbox"/> Insurance Company <input type="checkbox"/> Primary HMO in Israel <input type="checkbox"/> Government Hospital in Israel			
		<input type="checkbox"/> Aviation Entity <input type="checkbox"/> Bank <input type="checkbox"/> Insurance Company			





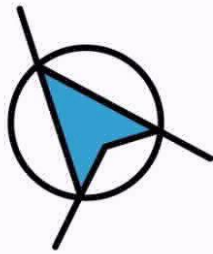
		<input type="checkbox"/> Primary HMO in Israel			
		Government Hospital in Israel			

\_\_\_\_\_  
Signature of the Declarant

Attorney Affirmation

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

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



## Appendix 6.4

### The Bidder's Affidavit

#### to Show Proof of Compliance with the Threshold Condition Outlined in Section 5.5

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

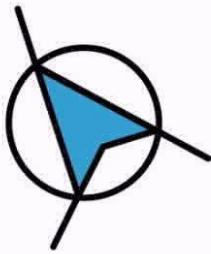
1. I serve as a manager in \_\_\_\_\_ [**the Bidder's name**], Corporate/Partnership ID \_\_\_\_\_ (hereinafter: "The Bidder") lawfully registered in the State of Israel and lawfully authorized by the Bidder to sign on this affidavit in support of the proposal to E-Tender (online) No.53/20 to Locate, Examine and Deliver Technological Solutions for Establishing and Operating a Smart Airspace in Support of UAS and Multicopter Flights (hereinafter: "**The Tender**").
2. The bidder meets all the mandatory requirements of Service Package No. 4, as specified in document D' of the tender documents.

\_\_\_\_\_  
Signature of the Declarant

#### Attorney Affirmation

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

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



Appendix 7

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

FAO  
Tenders Committee  
Ayalon Highways Co. Ltd.

Dear Sir/Madam,

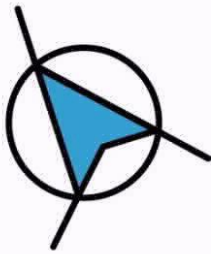
RE: \_\_\_\_\_ **Co. Ltd/Corp. ID** \_\_\_\_\_ (see  
**below: "The Bidder"**)

As the Certified Public Accountant of the Bidder, I hereby affirm and report as follows:

The Bidder's business cycle during each one of the years 2017, 2018, and 2019 stands at least at NIS 100 Million.

\_\_\_\_\_

Certified Public Accountant



## Appendix 8

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

FAO  
Tenders Committee  
Ayalon Highways Co. Ltd

Dear Sir/ Madam,

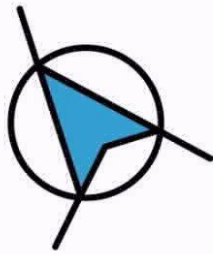
RE: An Affidavit Concerning the Bidder's Status

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

1. I have been lawfully authorized by \_\_\_\_\_ (hereinafter: "**The Bidder**") to sign this affidavit in support of the Bidder's proposal to the E-Tender (online) No.53/20 to Locate, Examine and Deliver Technological Solutions for Establishing and Operating a Smart Airspace in Support of UAS and Multirotor Flights (hereinafter: "**The Tender**").
2. I hereby declare the following:
  - 2.1 The Bidder is not in receivership, suspension of proceedings, bankruptcy or liquidation;
  - 2.2 The Bidder is not facing insolvency;
  - 2.3 No material foreclosure has been imposed at a rate greater than the Bidder's equity capital.
3. This is my name, and this is my signature, and all I have stated is the truth.

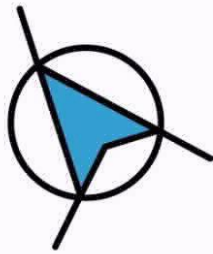
\_\_\_\_\_  
Signature of the Declarant

Attorney Affirmation



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

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



## Appendix 9

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

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

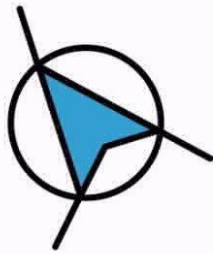
FAO  
Tenders Committee  
Ayalon Highways Co. Ltd.

Dear Sir/Madam,

#### Affidavit

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

1. I serve as \_\_\_\_\_ in \_\_\_\_\_, Corporate ID No. \_\_\_\_\_ (hereinafter: "The Bidder") and I am signing this affidavit in support of the proposal to the E-Tender (online) No.53/20 to Locate, Examine and Deliver Technological Solutions for for Establishing and Operating a Smart Airspace in Support of UAS and Multicopter Flights (hereinafter: "**The Tender**"), published by the Ayalon Highways Co. Ltd. (hereinafter: "**Ayalon Highways**");
2. The Bidder does not and will not during the period of service for Ayalon Highways have any conflict of interest of any kind, business and/or personal and/or other relationships and/or any other matter that may place the Bidder and/or the staff in a conflict of interest or concern regarding the existence of a conflict of interest (hereinafter: "**Conflict of Interest**");
3. Should the Bidder win the tender, the Bidder and his staff will act faithfully towards Ayalon Highways and solely in its best interests;
4. The Bidder and his staff undertake to refrain from being in a conflict of interest with Ayalon Highways, and undertake to notify Ayalon Highways as soon as any concern arises concerning the existence of a conflict of interest with Ayalon Highways as stated;
5. The Bidder and his staff hereby undertake that in the event of a concern as stated in Section 4 above, to cease any activity on behalf of Ayalon Highways and/or provide any service relating to the project and/or Ayalon Highways, pending the receipt of instructions from Ayalon Highways regarding the matter;
6. Without derogating from the generality of the foregoing, the following are the entities and/or corporations related directly and/or indirectly to the Bidder and/or the staff and/or the Bidder and/or its staff provide services and/or the Bidder and/or its staff has a



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

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

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

\_\_\_\_\_

Date

\_\_\_\_\_

Name of the Declarant

\_\_\_\_\_

ID No.

\_\_\_\_\_

Signature of the Declarant

Attorney Affirmation

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

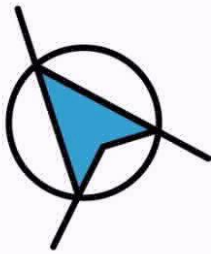
\_\_\_\_\_

Date

\_\_\_\_\_

Attorney Signature & Stamp





## Appendix 10

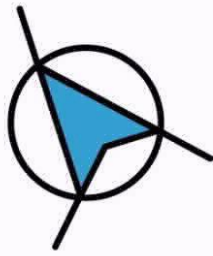
### Terms of Participation in the Tender as part of the “Dekel Tender” System.

1. I confirm that I have carefully read all of the tender documents above and that I know that all the tender documents, **including this appendix**, without exception, are an inseparable part of the tender documents and all that it implies.
  2. This Tender is managed through the internet website “**Dekel Tenders**” at the address <https://proposals.dekel.co.il/ayalon>. (hereinafter: “the **website address**”).
  3. Herein are the stages of the Tender, as these are managed by this website, as follows:
    - 3.1. Registration on the “Dekel Tenders” website and issuance of a personal username and password for the participant. It should be emphasized that Bidder entry will be executed solely utilizing the username and password.
    - 3.2. Review of the Tender Documents and the threshold conditions.
    - 3.3. Registration to the Tender through the website and reception of documentation (return delivery) confirming that the participant has registered to the tender.
    - 3.4. The procedure for joining: All of the Tender Documents, including the appendices and other pertinent documentation, should be downloaded from the designated tab. The Bidders will print and fill out all of the Tender Documents as per the guidelines detailed in the Terms of Tender Volume. After filling out and signing the documents and adding all of the required documents, the documentation is to be scanned at a quality that enables comfortable reading and submit them in the designated tab according to the following classification: Compulsory documents, a response to clarification questions (will be published according to the date set for the response), additional announcements and elective documents.
- It should be clarified and emphasized that the automated e-tender system does not examine the content of the document submitted or its compatibility to tender requirements, and it is solely the Bidder's responsibility to do so.**
- 3.5. The system will sign, encode and send the Bidder's proposal in an encoded manner such that any other entity cannot observe it before the date has arrived by opening the tender box by the Tender Committee and/or those authorized on its behalf.
  - 3.6. Sending a single proposal. It should be clarified and emphasized that the submission of several proposals by the same participant will not be allowed **and that after submitting the Bidder's proposal by means of the e-tender system, the system will be locked to prevent the submission of additional documents by the Bidder.**
4. **For any question, please contact Mrs. Katia Goldovitz from the Dekel Co. by telephone +972-(0) 4-8145400 Ext. 1 or by email: [service@dekel.co.il](mailto:service@dekel.co.il).**
5. I hereby declare that I have understood all of the documents on their particulars and that the place of execution of the contract, terms of access, and any other factors affecting or likely to affect it, including concerning the extent of the expenses that are known and recognized by me and that accordingly I have based my proposal.

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

תחבורה  
מתקדמת  
לישראל

נתיבי  
איילון



- 63-

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

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

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

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