

June 28, 2020

FAQ

Tender Participants

Dear Sir/Madam,

RE: E-Tender (Online) No. 20/24

For the characterization, development, and maintenance of a nationwide public transport planning system

Clarification No. 2 - due date postponement, an update of the tender documents, and responses to questions posed for clarification

Ayalon Highways Co. Ltd. (hereinafter: "The Company" or "Ayalon Highways") respectfully publishes updates to the referred tender documents (hereinafter: "the Tender"), and answers to questions posed for clarification, as per the terms of the Tender, as follows:

1. Deadline postponement for bid submissions

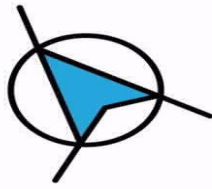
The deadline for Tender bid submission has been postponed until noon on July 6, 2020.

2. Tender document update

Concurrent with this notification for clarification, an updated version of the volume containing the terms of the Tender (Document A') been uploaded on to the Company's website (in the format of 'track changes' and a clean version). The bidders are requested to refer to the update on the Company's website concerning this matter, address, and submit their bids on the updated Tender documents.

3. Secondary criteria for core product quality assessment

As detailed in Section 2 of the table incorporated in Section 4.3.2 of the terms of the Tender volume, as part of the quality grading phase the bids will come under examination for *inter alia*, the features of the proposed core product as part of the bidder's proposal (see Row No. 2 in the table mentioned above). Concurrent with this notification for clarification published on the Company's website and the Dekel tenders website is an internal document for scoring (scorecard) concerning the standard noted above, which details the core product features that will be scored as per the standards detailed in the Tender, including the secondary criteria designed to guide the Bid Review Team in determining the quality score as stated.

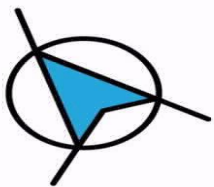


In this context, Bidders' attention should also be directed to Appendix A' of this notification for clarification, in which additional detailed guidelines for the Demo phase have been posted, as detailed in Row 2 of the Quality Scoring Table contained in Section 4.3.2 of the Terms of the Tender Volume.

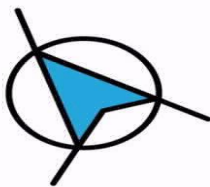
Bidders are required to **complete the scorecard as part of their Tender proposal**. Attach to the Tender proposal all the relevant information required for examining the secondary criteria detailed on the published scorecard as stated, in a way that will facilitate and determine optimally, the quality score that will be given to their bid.

4. Answering Questions Posed for Clarification

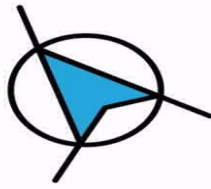
No.	Subject/Section	Questions/Answers
1.	General	<u>Question:</u> We would request a postponement of the submission due date so that between the response due date and the submission date, there are at least 10 - 15 workdays, aimed at enabling Bidders to formulate the best possible proposal according to the answers that have been given.
		<u>Answer:</u> The request is accepted. The deadline for bid submission has been postponed until July 6, 2020.
2.	General	<u>Question:</u> The two files, 'offer.docx' and 'commercial.docx' (commercial proposal files) download empty from the website.
		<u>Answer:</u> The files mentioned above are a format for submitting the commercial proposal. The Bidders are to complete the relevant data within the files mentioned above.
3.	General	<u>Question:</u> We would like to know whether the system can be accessed utilizing an RDP connection (the system will be installed on the servers and the users will connect using a remote connection)?
		<u>Answer:</u> The matter will be determined as part of the detailed characterization.



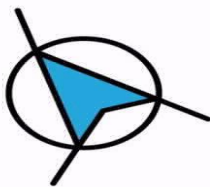
4.	General	<p><u>Question:</u> We would like to know if it is possible to supply the solution in the first phase utilizing desktop technology (the system will be installed on the servers utilizing a full remote connection), and subsequently transfer the system to a WEB technology (until the conclusion of the prototype phase)?</p>
		<p><u>Answer:</u> The matter will be determined as part of the detailed characterization.</p>
5.	General	<p><u>Question:</u> We would like to if the Supplier can supply the solution when installed on the servers (remote connection technology) with full access to the servers through a WEB browser.</p>
		<p><u>Answer:</u> The matter will be determined as part of the detailed characterization.</p>
6.	General	<p><u>Question:</u> Please confirm that the portion of the schedule will also be contained in the proposed solution.</p>
		<p><u>Answer:</u> The question is unclear.</p>
7.	General	<p><u>Question:</u> From an overview of the transport planning procedure, described in the specifications, and part of the expected results, especially in the fields of BI and the analysis, no schedule appears, which is a critical part of the process. Please confirm that the schedule will also be contained in the proposed solution.</p>
		<p><u>Answer:</u> The question is unclear. However, if this is referring to the schedule for the development phase, it will be determined separately as part of the detailed characterization phase.</p>
8.	General	<p><u>Question:</u> We would like to know if some of the Tender documents can be submitted in English?</p>



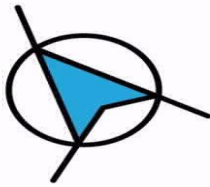
		<u>Answer:</u> The request is accepted. It should be clarified that in any case of a contradiction in the documents' interpretation, the interpretation of the Company's Tenders Committee will prevail.
9.	General	<u>Question:</u> We would like to receive Document C' in its English translation.
		<u>Answer:</u> The document may be downloaded from the Dekel and the Company websites.
10.	General	<u>Question:</u> We would ask that a recording or summary of the Bidders Meeting be uploaded.
		<u>Answer:</u> A protocol and presentation from the Bidders Meeting may be downloaded from Dekel and Company websites
<u>Document A' - Terms of the Tender</u>		
11.	1.1	<u>Question:</u> The section states that Ayalon Highways Ltd. hereby invites the receipt of proposals for agreeing to provide detailed characterization, development and maintenance services for an advanced system for the planning of a public transport network in Israel, with an emphasis on buses, service lines, wheeled mass transit systems and SOD service. We would like to receive the detailed characterization before submission of the proposals if this is done, and such a characterization does exist.
		<u>Answer:</u> It is clarified that the detailed characterization services are a part of the content of the Basic Services that the Winning Bidder in the Tender will be required to grant to the Company, as detailed in Section 2.2 of the Terms of the Tender.
12.	1.2	<u>Question:</u> The section states that the system will integrate all the relevant databases for high-quality and efficient planning and based on input data from a variety of sources, integrate system learning capabilities for



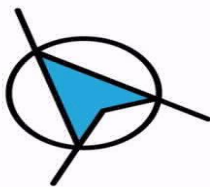
		<p>planning to utilize an artificial intelligence module (AI) to assess design outcomes and assist the Ministry of Transport and the National Public Transport Authority in deciding in favor of the optimal alternative (hereinafter: "The Planning System").</p> <p>We would like to receive a detailed listing of the sources of information (databases), including optional sources. We would also request a definition of an optimal alternative.</p> <p><u>Answer:</u> The basic sources of information for the planning system are detailed in Appendix A' of the Technical Specifications Document (Document C' of the Tender documents).</p> <p>A part of the scope of the basic services, during the detailed characterization, is to Examine the need for utilizing additional information resources.</p> <p>A part of the optional services (for which the Company retains the right to order from the Winning Bidder), is the acquisition of additional databases (to the extent required as part of the detailed characterization and to the extent that remuneration for the said information is required).</p> <p>Furthermore, the Bidders' attention is drawn to the definition of the term "Possible Sources of Information" on page 13 (in the English version) of the Terms of the Tender Volume, which the bidder will be required to present as proof of compliance with the threshold conditions contained in Section 3.5.2 of the Terms of the Tender. As noted in the Tender documents, the optimal alternative will be defined as per the metrics developed by the Ministry of Transport as well as by those metrics proposed by the Winning Bidder.</p>
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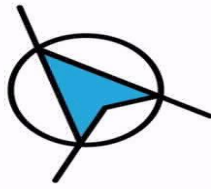
13.	1.7.2	<p>Question: We would ask that the starting terms of the establishment of a database as well as existing information, the quality of that information, sources, and frequency of update and others be defined.</p> <p>Answer: These topics are detailed in the specifications of the Technical Specifications Document (Document C' of the Tender documents). Additional information will be conveyed to the winning Supplier as part of the detailed characteristics phase.</p>
14.	1.8	<p>Question: The section states that without any representation or commitment on behalf of the Company or its behalf, as of the date of publication of the Tender, the Company estimates that to provide the basic services, a budget authorization of up to NIS 1.5 million will be allocated, subject to the Company's needs approval from the Ministry of Transport. For the avoidance of doubt, it is clarified that the above amount constitutes solely a general assessment, which is not binding and may vary, and the Bidders may not rely on the preceding in this section.</p> <p>We request that a response define a situation where the bids will be higher than the budgetary authorization.</p> <p>Answer: The request is denied. The project's budget is subject to the budget approved by the Public Transport Authority.</p>
15.	2.1.2	<p>Question: The section states that the provisions of this Section 2 below are solely a concise description and that the definition of the services required from the bidder, including the objectives, needs, and functional and technical characterization of the system and the modules contained therein, is specified in the specification of services attached as Document C' of the Tender Documents.</p> <p>We ask that a definition be given as to which of the modules this refers to, and what is the amount that will be required.</p>



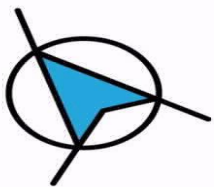
		<u>Answer:</u> These topics are detailed in the specifications of the Technical Specifications Document (Document C' of the Tender documents).
16.	2.1.3 (2)	<p><u>Question:</u> Please define what is meant by "Licensing Services."</p> <p><u>Answer:</u> This refers to the supply of all licensing required for the planning system's operation. The Bidders' attention is drawn to the fact that as part of the price proposal for the Tender, Bidders are required to propose, among other things, a price proposal for core product licensing that will include the total cost of ownership (TCO) for five (5) years, and which will include the cost of a one-time payment for licensing and renewal/maintenance (if applicable in a procurement model) or annual cost (in a rental model), or a combination thereof.</p>
17.	2.2	<p><u>Question:</u> We request that a clarification be made that the basic services in this section do not include the establishment of a technological alignment as required in Section 4 of Document C' - the Technical Specifications Document.</p> <p><u>Answer:</u> The request is accepted.</p>
18.	2.2.2	<p><u>Question:</u> The section discusses an "Implementation Document." We wish to understand how this differs from Section 2.2.1 that discusses a "Characterization Document."</p> <p><u>Answer:</u> The section has been amended. The Detailed Characteristics Document in Section 5.3.6 in the Technical Specifications Document (Document C' of the Tender documents) while the implementation document in Sections 5.3.7 and 5.3.8 of the same document.</p>
19.	2.2.3	<u>Question:</u> We request the definition of a "prototype."



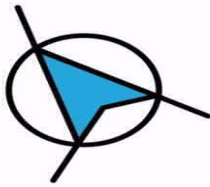
		<p><u>Answer:</u> See the provisions of Section 5.3.9 in the Technical Specifications Document (Document C' of the Tender documents).</p>
20.	2.4.2	<p>Question: The section states that all of the specifications detailed in the Technical Specifications document are indeed a minimum specification imposed upon the winning bidder, which in no way exempts him from the fulfillment of said obligations according to the Tender Documents, and does not constitute a full or exhaustive description of the number of staff personnel, their duties, roles and obligations, and as such the detailed specifications above are not to be viewed as a representation by which this personnel is sufficient to meet the obligations as mentioned above.</p> <p>We request that it be defined that the Technical Specifications Document is complete and binding and that the bidder is required to price its content, and it alone.</p> <p><u>Answer:</u> The request is denied. The detailed characterization phase will require the execution of enhancements and improvements in defining the technical specifications.</p>
21.	2.4.1 and 2.4.3	<p>Question: We request a detailed minimum listing of the additional personnel that the bidder should consider in its bid. Alternatively, we would request defining separate consideration mechanisms for each additional staff member.</p> <p><u>Answer:</u> The request is denied. The scope of hiring additional personnel and the professional requirements that fall under the bidder's responsibility for compliance with the provision of service specifications. See Section 5.2.1 in the Technical Specifications Document (Document C' of the Tender documents).</p>



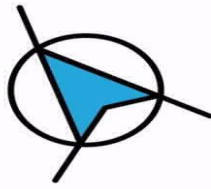
		The quality of the personnel proposed by the bidder will be weighed, inter alia, as part of a determination of the quality score - See Line 4 for Standards in Section 4.3.2 of the Tender.
22.	2.4.8	<p>Question: The section states that each one of the staff personnel is entitled to be included in the bid of no more than a single Bidder.</p> <p>We request clarification concerning which of the staff personnel does this affect (a minimum and maximum list) and does this requirement also relate to other additional personnel, who were not listed in the specifications of the Tender.</p> <p>Answer: This relates exclusively to the transportation planner, see the revision in Section 2.4.8 of the Tender.</p>
23.	2.5	<p>Question: We request that instead of the phrase "to the satisfaction of the Company," it be written, "as per the terms of this tender."</p> <p>Answer: The request is denied.</p>
24.	2.6.1 (2)	<p>Question: The section states that upon completion of the provision of the basic services by the Supplier, and for completion of development and the provision of maintenance services for the planning system, the Company will be entitled to request price quotations set at a fixed price from the Supplier, and the remaining Suppliers who were designated as Additional Qualifying Suppliers (as designated in Section 14 below) based upon competitive requests for quotations (RFQ) that will be distributed by the Company to all the Additional Qualifying Suppliers. The individual referral, as stated, will contain all the outcomes that will be prepared by the Supplier during the Basic Services Phase.</p> <p>To the extent that the Company chooses to exercise this alternative, the detailed characterization executed by the Supplier will be provided to all the qualified bidders, who will be then required to convey their comments</p>



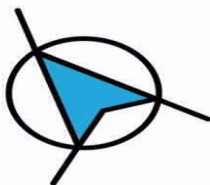
		<p>concerning the detailed characterization, including to note which of the components in the detailed characterization they can address from a development, licensing and maintenance standpoint.</p> <p>We request that this section be canceled as it refers to intellectual property, and therefore not reasonable that it be transferable to competing entities.</p>
		<p><u>Answer:</u> The request is denied.</p>
25.	2.6.1 (3)	<p><u>Question:</u> The section states that upon completion of the provision of the basic services by the Supplier, and for completion of development and the provision of maintenance services for the planning system, the Company will be entitled to publish a separate Tender for receiving development and maintenance services. We wish to confirm that the Supplier that performed the basic services can also participate in the Tender for Development and Maintenance Services.</p>
		<p><u>Answer:</u> The request is accepted.</p>
26.	2.7	<p><u>Question:</u> The section states that the period of the contract with the winning bidder will be for twelve (12) months. Ayalon Highways is afforded the right to exercise their option, at their sole discretion, to extend the period of the contract for an additional twelve (12) months, and insofar as the optional phase is realized, as detailed above, the period of the agreement will be extended for an additional 24 months, and Ayalon Highways will be afforded the option at its sole discretion, to extend the period of the contract for additional periods of up to 12 additional months each.</p> <p>The basic contract period is shorter relative to the accepted schedule for system development. We request that it be stated that this period is for at least two years.</p>



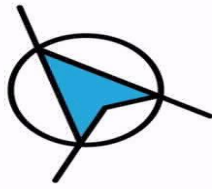
		<p><u>Answer:</u> The request is accepted. The period of the contract with the winning bidder will be for thirty-six (36) months. Ayalon Highways is granted the right of choice (option), at its sole discretion, to extend the contract period for two additional 12-month periods, each. See the revision in Section 2.7 of the Tender.</p>
27.	3.4	<p><u>Question:</u> The section states that the bidder is a manufacturer of the proposed core product, or a representative of the manufacturer of the proposed core product authorized to market the proposed core product in Israel, or anyone who has contracted with one of the above mentioned as a subcontractor for the bidder.</p> <p>We request a change in the wording of The section so that instead of the words "representative, manufacturer, or subcontractor," the wording "core product user" will appear.</p>
		<p><u>Answer:</u> It is clarified that one of the alternatives for proving compliance with the threshold conditions in Section 3.4, is that the bidder will be authorized on behalf of the core product manufacturer to market the core product in Israel, according to the agreement between them.</p> <p>It should be clarified that the bidder is <u>not</u> obliged to be the core product manufacturer or market on its behalf in Israel.</p>
28.	3.4 and 3.6	<p><u>Question:</u> In these sections, it was determined that the bidder is the proposed core product's manufacturer, and the bidder has experience in system development in the field of public transport. We request to know if this is pertinent to a partnership or subcontractor of the project's bidder?</p>
		<p><u>Answer:</u> These are separate sections.</p> <p>According to Section 3.4, the bidder or anyone on its behalf will be authorized on behalf of the core product manufacturer to provide the</p>



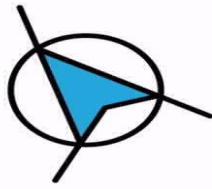
		<p>right to use the core product (also see the answer concerning Question No. 30 above).</p> <p>Section 3.6 deals with the bidder's experience in public transport system development <u>Regardless of the necessity to the core product.</u></p>
29.	3.5.2	<p><u>Question:</u> We request to know if it is possible to expand the basic sources of information under Appendix A' in Document C' - Technical Specifications?</p> <p><u>Answer:</u> See the requirements of the Technical Specifications (Document C').</p>
30.	3.5.4	<p><u>Question:</u> The section states that the project has been in the production environment of the Customer for at least three years. We ask that a definition be given for the term "Customer."</p> <p><u>Answer:</u> "Customer" refers to the entity that ordered the execution of the recognized project, as defined in Section 3.5.4 of the Terms of the Tender Volume, that the proposed core product is installed and operated in its facilities.</p> <p>For the avoidance of doubt, it is clarified that no recognition will be afforded projects executed for the bidder and/or other companies controlled by and/or have control in the bidder.</p>
31.	3.7.5	<p><u>Question:</u> The section states that it is the bidder that employs, or is connected by contract with a Transportation Planner, who has at least ten years of experience in planning public transport services, during which planned at least two plans for public transport planning services, and that the planning was executed utilizing a computerized system that combines a GIS framework. Many transportation planners today work in a CAD environment. We kindly request that recognition also be given to plans executed in a CAD environment.</p>



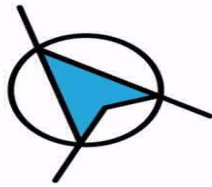
		<u>Answer:</u> The request is accepted.
32.	3.7.5	<u>Question:</u> We request clarification on whether the use of a "core system" will offer any advantage in the scoring given in the Tender. <u>Answer:</u> The scoring for a Transportation Planner is detailed in Line 3 in Section 4.3.2.



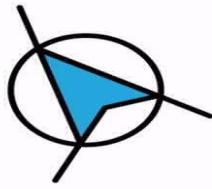
<p>33.</p>	<p>3.7.5 b.</p>	<p>Question: The section states that "Possible Sources of Information" - existing sources of information that will be used in the first phase to create a planning system database and includes:</p> <ol style="list-style-type: none"> 1. A GPS based bus location information system. 2. A passenger count system 3. Systems that provide origin-destination information. 4. Applications that supply real-time traffic information. 5. Information concerning payment clearing for public transportation services. <p>Some of the possible information data is unavailable to the private sector, and therefore no systems were developed to incorporate them. We would kindly request adding additional sources of information such as Traffic counters, licensing, travel habit surveys, and parking, etc. Also, we wish to know if the information required is real-time or historical?</p> <hr/> <p>Answer: In the Demo phase, the bidder is entitled to utilize information sources, from Israel or abroad, at its discretion, that will be <u>similar</u> (as far as possible) to the extent possible to those sources defined in Appendix A' of Document C' - Technical Specifications. Use may be made of the various cited information resources such as traffic counts, licensing, travel habit surveys, and parking.</p> <p>The 'scorecard' relating to this phase, as detailed in Section 2 to the Quality Scoring Table in Section 4.3.2 of the Terms of the Tender Volume, is published on the Company's website together with this notification for clarification (see Section 3 of this notification for clarification).</p> <p>As part of the bidder's bid to the Tender - details are to be provided for each line of up to five lines of verbal explanation for how the</p>
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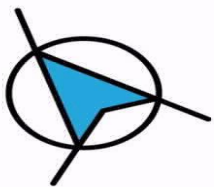
		<p>feature of the core system complies with the specification (insofar as relevant).</p> <p>To the extent that the feature is supported by a third-party tool - details should be provided, in addition to those mentioned above, for the relevant tool (the tool's name, type of license including in the proposal, how the third-party tool is connected to the core system)</p> <p><u>The POC phase is a separate phase in which the Bidders in this phase will receive specific sources of information that will be provided by the Company based on data from the City of Beersheva. Also, see the answer to Question 39 below.</u></p> <p><u>Additional details concerning the information that will be provided for the POC phase are attached as Appendix A' of this notification.</u></p>
34.	4.1	<p>Question: The section states that the bids will be reviewed by the Company, which will be entitled to seek the assistance of consultants, and experts as may be deemed appropriate.</p> <p>Please detail the list of consultants and experts out of a desire to avoid any possible conflict of interest.</p> <p>Answer: For the avoidance of doubt, a subcommittee on behalf of Ayalon Highways is authorized to review the submitted bids. The appointed subcommittee charged with the bid review is comprised exclusively of Company employees.</p> <p>Without derogating from the above mentioned, the subcommittee may consult with the entities listed below:</p> <p>Moran Yonah - The Public Transport Authority Eyal Carmel - Adalya Consulting and Management Dan Radar - Adalya Consulting and Management Heftzi Tiroche - External Consultant Itay Von Rin - External Consultant</p>



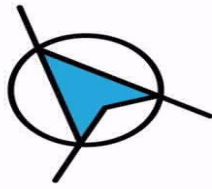
		<p>Peleg Zehavi - External Consultant</p> <p>It should be clarified that to the extent that one of the Bidders may fear a conflict of interest in light of the participation of the entities above in the consultancy process for Tender, this must be noted within and as part of the Tender bid. It should be clarified that the Tenders Committee bears the sovereign right to decide regarding the preceding.</p>
35.	4.3.2	<p><u>Question:</u> What is the duration that will be given for the assessment's second phase in which the bidder is required to demonstrate capability as per the rules of participation in the Tender?</p> <p><u>Answer:</u> The information concerning this subject will be conveyed to Bidders 14 days before the execution of this phase.</p>
36.	4.3.2	<p><u>Question:</u> Concerning the second sub-phase regarding the analysis of the public transport system in Beersheva, we would appreciate receiving the information concerning Beersheva already during this phase, and not wait for the second phase.</p> <p><u>Answer:</u> The requested document can be found published in the Company website together this notification for clarification and attached for comfort as Appendix B to this appendix</p>
37.	4.3.2	<p><u>Question:</u> We request that in Section 2 of the Quality Score Table (features of the proposed core product), a more detailed definition of the components of Demo required for the core product that Bidders are requested to develop in Phase B' of the bid assessment.</p> <p><u>Answer:</u> See the answer to Question 36 above; furthermore, additional instructions are attached as Appendix A' to this notification for clarification.</p>



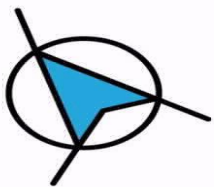
38.	4.3.2	<p><u>Question:</u> For the POC phase, we wish to gain a better understanding of the internal assessment page used to rank the POC, would also request further detail concerning the schedule required for executing the POC.</p> <p><u>Answer:</u> The standards for the POC phase are detailed on page 14 in the English version of the Terms of the Tender Volume.</p> <p>See, in this context, the answer to Question 43 below.</p>
39.	4.3.2	<p><u>Question:</u> Concerning Section 2 of the Quality Scoring Table (features of the proposed core product), the specifications in Section 3.3.1 are classified as "primary" specification; however, there is no Section 3.3.1.</p> <p><u>Answer:</u> See the revised version of the Tender documents that have been published on the Company's website.</p>
40.	4.3.2	<p><u>Question:</u> Concerning Section 2 of the Quality Scoring Table (features of the proposed core product), we request greater details as to whether it is necessary to include a "demonstration" as part of the submission documents.</p> <p><u>Answer:</u> See the answer to Question 36 above.</p>
41.	4.3.2	<p><u>Question:</u> Regarding the Transportation Planner, the Transportation Planner may well play a central role in the project, and his/her experience is paramount. We would like to request that it be necessary to list at least five projects over the past five years. We also request additional details concerning the detailed 'scorecard.'</p> <p><u>Answer:</u> The request is denied.</p>
42.	4.3.3	<p><u>Question:</u> The section states that those bidders taking part in the POC process will receive a fixed, one-time, inclusive, and final consideration</p>



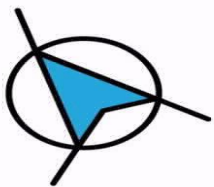
		<p>for their participation in the POC phase, without any additions whatsoever of NIS 25,000 (VAT not included). We request that the consideration be increased to NIS 50,000 (VAT not included) since the consideration fails to reflect the investment required for the POC phase.</p>
		<p><u>Answer:</u> The request is denied.</p>
43.	4.3.4	<p><u>Question:</u> The section states that the Company will conduct an estimate of the value of the contract, which will be deposited in the Tender Box before the Tender bidding deadline and will remain in the box until it is opened. Without derogating from any right afforded the Company and/or the provisions of the Tender documents, to the extent that the price quote offered by the bidder who is a candidate to be awarded the Tender is higher than the estimate, the Company Tenders Committee will be eligible, although not obligated, to notify the bidder, enter into negotiations and enable him to submit an improved bid relative to his original bid, or - decide on the cancellation of the Tender. We ask that the estimate be published.</p>
		<p><u>Answer:</u> The request is denied.</p>
44.	4.3.5	<p><u>Question:</u> The section states that after considering the price component, each bid will be given a weighted final score according to the following ratio: The weight of the price component score is 30%, and the remaining 70% is reserved for the bid's quality component.</p> <p>We request that the weight of the bid's quality component be adjusted to 90%.</p>
		<p><u>Answer:</u> The request is denied.</p>
45.	4.4	<p><u>Question:</u> The section states that the Company is entitled not to assign the tendered works comprising this Tender to the bidder who has submitted the best bid, and this is due in part to the Company's</p>



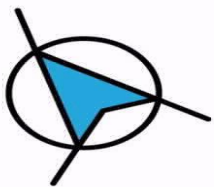
		<p>unsatisfactory experience with the bidder and/or the staff offered by him and/or because of its prior acquaintance with the bidder and/or the staff personnel offered by him, or to the extent that it is a corporation, due to its poor experience with the controlling individuals, or entities and operating on its behalf and/or acquainted with them.</p> <p>The Company is also entitled not to deliver the tendered works of this Tender to a Bidder, whose bid was the best, and this if it has become clear, according to tests and investigations it may conduct, and in its professional judgment that other public entities have an unsatisfactory experience with the bidder and/or the staff personnel proposed by him and in the case said bidder is a corporation, with any of the controlling individuals and entities and acting on its behalf.</p> <p>We request to include the subject of satisfaction and experience vis-a-vis the bidder as part of the quality scoring, and not as a cause for rejection.</p>
		<p><u>Answer:</u> The request is denied.</p>
<p>46.</p>	<p>4.4</p>	<p><u>Question:</u> The section states that the Company is entitled not to assign the tendered works comprising this Tender to the bidder who has submitted the best bid, and this is due in part to the Company's unsatisfactory experience with the bidder and/or the staff offered by him and/or because of its prior acquaintance with the bidder and/or the staff personnel offered by him, or to the extent that it is a corporation, due to its poor experience with the controlling individuals, or entities and operating on its behalf and/or acquainted with them. The Company is also entitled not to deliver the tendered works of this Tender to a Bidder, whose bid was the best, and this if it has become clear, according to tests and investigations it may conduct, and in its professional judgment that other public entities have an unsatisfactory experience with the bidder and/or the staff personnel proposed by him and in the case said bidder is a</p>



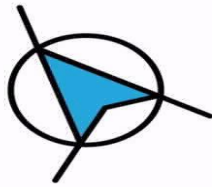
		<p>corporation, with any of the controlling individuals and entities and acting on its behalf.</p> <p>We would request that any decision on this subject will be made subject to the bidder's right to appeal.</p>
		<p><u>Answer:</u> The request is accepted. It should be clarified that any appeal in this matter will be accepted solely in writing.</p>
47.	4.10	<p><u>Question:</u> The section states that the Company is entitled, but not obligated, to divide the contract among several of the Bidders, as per its sole discretion. We request the cancellation of this split option or alternately define <i>a priori</i> the parameters and character of the split.</p>
		<p><u>Answer:</u> It is clarified that if the Company chooses to split the contract as stated in Section 4.10 of the Terms of the Tender Volume, no split will be made in the tendered services among the several Bidders, rather in the case as stated, the scope of services will be executed in parallel by several Bidders.</p>
48.	8.6	<p><u>Question:</u> The section states that the Company is entitled not to address inquiries for clarification and/or objections, as stated in Section 6.1 above, or any part thereof, and convey its response to all the Bidders (without naming the bidder who has contacted them), all at its sole discretion. If the Company fails to address the referral and/or objection until the deadline for bid submission, this will be viewed as a rejection of the bidder's inquiry. We request the cancellation of this section since the Company is a public entity obliged to transparency and fairness, and holds an obligation to convey information to all of the Bidders, and not to only some of them.</p>



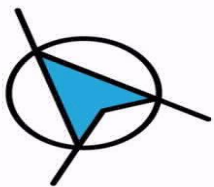
		<p><u>Answer:</u> It is clarified that all of the information that the Company conveys to its Bidders will be published equally and uniformly on the tender website.</p> <p>It is the Bidders' responsibility to attain regular updates of publications and clarifications that the Tender will publish concerning the Tender.</p>
49.	10.3.2	<p><u>Question:</u> The section states that the bidder is entitled to submit one additional copy of the submitted documents, in which information that in the bidder's judgment constitutes secret information or a commercial or professional secret not to be disclosed to other Bidders may be redacted. This copy will be labeled "Commercial Secret" and attached as an optional document employing the e-tender system. This section contracts the stated in Section 2.6.1. To the extent that the bidder will redact its proposed analysis and methodology, the Company will not be able to convey this information to other Bidders. We request the cancellation of Section 2.6.1.</p> <p><u>Answer:</u> The request is denied. It is clarified that the decision as to whether certain information in the bid is "Secret Information" is at the exclusive and final discretion of the Company. See, in this context, the provisions of Section 10.3.3 in the Terms of the Tender Volume.</p>
50.	12	<p><u>Question:</u> We request the cancellation of the demand for payment to review the winning bid.</p> <p><u>Answer:</u> The request is denied.</p>
<u>Document B' - The Contract Agreement</u>		
51.	2.16	<p><u>Question:</u> The section states that provisions of all the services that will be supplied by the Service Provider does not, and will not, throughout the entire Period of the Agreement constitute an infringement of any third party rights, including intellectual property (IP) rights, and there is no</p>



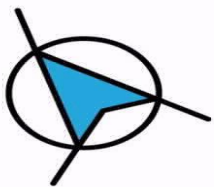
		<p>reason to prevent such activity; because in all of the activities it executes and will continue to execute throughout the Period of the Agreement, it does all that is required not to infringe the copyrights of others, and will not cause the Client to breach any copyrights of others. Should the Service Provider violate the provisions of this section, it will indemnify the Company and/or the Ministry of Transport for any damage and/or loss and/or expense that may be incurred to them, including legal expenses and attorney fees, and this at the Company's first demand;</p> <p>We request that the wording "at the Company's first demand" be deleted. Also, we will seek to subordinate the indemnity clauses in the agreement so that the Company will notify the Service Provider of the claim/payment demand immediately, the Company will cooperate with the Service Provider and grant it exclusive control over the management of the defense or negotiation of a settlement agreement. Upon receipt of a final judgment of a competent judicial authority, the Service Provider will be obligated by the indemnity.</p>
		<p><u>Answer:</u> The request is denied.</p>
52.	2.20	<p><u>Question:</u> We request that this section be deleted as its infringement on the rights of the Service Provider to appeal to the courts is too broad and disproportionate.</p>
		<p><u>Answer:</u> The request is denied.</p>
53.	6.2	<p><u>Question:</u> The section states that the Company will be entitled to terminate the agreement by advanced and written notification to be provided to the Service Provider 45 days in advance, for any reason whatsoever. To dispel any doubt it is clarified that in the event of the termination of the agreement as stated above, the Service Provider will not be eligible for any compensation and/or payment whatsoever, except those services rendered by the staff personnel until the termination date of</p>



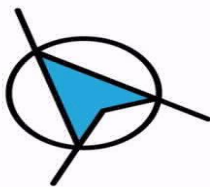
		<p>the agreement as approved by the Company, and it waives <i>a priori</i> and undertakes not to raise any claim whatsoever against the Company in connection with the agreement's termination.</p> <p>We request that the Company notify the Service Provider 90 days in advance and that the Service Provider will be eligible for full consideration for services rendered, as well as partial consideration - relative, for the work in process.</p> <p><u>Answer:</u> It is clarified that in the case, as stated, the Company will pay the Service Provider the due consideration for the services rendered, including in case of a partial completion of a specific milestone if relevant.</p>
54.	6.3	<p><u>Question:</u> The section states that the Company will be entitled to instruct, from time to time, on a temporary cessation in the provision of Services and/or instruct on a reduction of the scope of said Services, including a partial cancellation of the Services listed in the Tender documents, and all at its sole discretion and per its needs concerning the reception of the Services that are the subject of the agreement. Should the Company order a temporary cessation as stated, the Service Provider will not be entitled to consideration for the period during which there was a cessation in the provision of said Services.</p> <p>We request that any announcement concerning a temporary cessation will be delivered to the Service Provider 60 days in advance in writing. Furthermore, the Service Provider will be eligible to receive all of the consideration for services rendered or a relative consideration for the work in process.</p> <p><u>Answer:</u> It is clarified that in the case, as stated, the Company will pay the Service Provider the due consideration for the services</p>



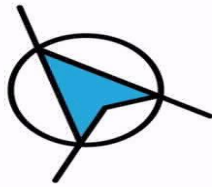
		rendered, including those executed without completion of the milestone.
55.	7	<p>Question: The section states that in consideration for the complete fulfillment of the Service Provider's obligations to the Company's satisfaction, the Company will pay the Service Provider consideration according to the price quote submitted by the Service Provider as part of its Tender bid, as per the provisions contained in the Tender documents.</p> <p>We request that instead of the wording "to the Company's satisfaction," which is a subjective index, the phrase be written, "as per the terms of the Agreement."</p>
		Answer: The request is denied.
56.	7.10	<p>Question: The section states that subject to the approval of the monthly report by the Company as stated above, the Service Provider will submit an approved invoice as stated to the Company by the fifth day of the consecutive calendar month. The Company will pay the Service Provider the invoiced amount on the tenth (10) or the twenty-fifth (25) of the calendar month, the earlier of the two, and on the condition that forty-five (45) days have passed in the submission of the invoice by the Service Provider to the Company, and this against a lawful tax invoice.</p> <p>We request to add that if no reservations were conveyed to the Service Provider concerning the execution of the service within seven (7) workdays from the date of completion of the invoice's delivery, the payment would be considered as approved for payment. Any delay in payment will be accompanied by a written explanation, and this within seven days. In any case, any amount that is not a matter of controversy will be paid to the Supplier as per the agreement on its due date.</p>
		Answer: The request is denied.



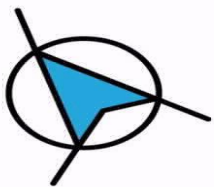
57.	8	<p><u>Question:</u> We request that the total of the accumulated agreed compensation will be no greater than 10% of the amount of consideration as per this agreement.</p>
		<p><u>Answer:</u> The request is denied.</p>
58.	9.4.3	<p><u>Question:</u> The section states that without derogating from any right therein, the Company will be entitled to offset these excess amounts against any amount due to the Service Provider or to anyone by virtue thereof.</p> <p>We request that the offset is only from an allocated amount, and as per this agreement. Furthermore, we request that a Service Provider be given 30 days notification, and only if the Service Provider fails to correct the damage, will it be possible to offset or deduct from the consideration.</p>
		<p><u>Answer:</u> The request is denied.</p>
59.	10.1	<p><u>Question:</u> We request that the wording "for all" be deleted from this section. Also, each party will bear its lawful responsibility. The Service Provider will not be responsible for damage that it did not cause, including damage that may be caused as a result of an action or failure of the Company or whoever on its behalf or by a third party. We further request to add that the Service Provider will not bear responsibility or any damage whatsoever that may be caused to the Company and/or any third party, as a result of lost income, prevented revenue, lost data, loss of computer time and any indirect damage and/or damages that may be caused as a result of circumstances beyond the control of the Service Provider. Furthermore, the Service Provider will not bear responsibility concerning software products, for which there is a manufacturer warranty. We request that a liability ceiling be determined, and to note that in any case, the accumulated liability limit of the Service Provider as per this agreement</p>



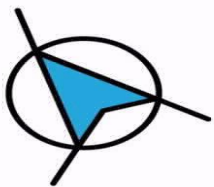
		<p>will not be greater than the total consideration paid to the Service Provider over the past 12 months.</p>
		<p><u>Answer:</u> The request is denied.</p>
<p>60.</p>	<p>11.1</p>	<p><u>Question:</u> The section states that every document, including various processes, Bill of Materials, estimates, materials and reference materials, specifications, Tender Volumes, written procedures and guidelines, presentations, plans, calculations, diagrams, innovations, developments, inventions, patents, photography software, copies, pictures, film clips, images of all kinds whatsoever, all their components, and any associated databases, as well as any remaining service products, including interim products or information that will be prepared by the Service Provider and/or received from the Service Provider in connection with the Services (hereinafter: "Service Products" or "The Documents") will be owned by the Company and will constitute the sole proprietary property of the Company and transferred to its possession immediately upon demand, and the Service Provider and/or any person on his behalf will not have any claim and/or suit and/or demand toward the Company and/or any person on its behalf with respect to such and/or any lien right in the documents, and this, even when there is disagreement between the parties on any matter; the Service Provider undertakes to respond to any document or object relating to the Company which is in its possession and/ or in the possession of those on its behalf within 7 days from the date of its being required to do so.</p> <p>For this matter, "Document" - including data preserved on magnetic media and/or any other media. It is hereby also clarified that documents found in possession of any other third party whatsoever, belong solely to the Company.</p> <p>We request the addition of the wording "subject to payment to the Service Provider."</p>



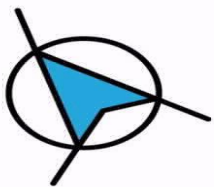
		<u>Answer:</u> The request is denied.
61.	11.7	<p><u>Question:</u> The section states that in any case of a third-party claim, or demand, or suit by which the services (including previous inventions integrated into the system or Service Provider developments), all and/or parts thereof, infringe on the third-party rights (including intellectual property rights), the Service Provider at its expense will protect and defend the Company (should the Company request not to conduct its defense) from any claim/suit/demand. The Service Provider will indemnify the Company for all expenses, compensation, damages, losses, and fees (including without derogating attorney fees), The Company will notify the Service Provider in writing of any claim/suit, and allow the Service Provider to participate in the management of the defense as long as the Service Provider is not entitled to compromise in the name of the Company without its expressed, <i>a priori</i> and written consent.</p> <p>Without derogating from the above mentioned to the extent that the services (including prior inventions incorporated into the System or Service Provider developments) may infringe on any third party intellectual property rights, the Service Provider will obtain any necessary licenses and/or conduct any replacement or modification while retaining the same characterization and specifications outlined in this agreement so that the Company can continue to preserve its rights and make any use of the license without infringing on any third party rights or will refund immediately upon the Company's demand all of the consideration paid by the Company to the Service Provider without derogating from its rights under this agreement and by law.</p> <p>We will seek to subordinate the indemnity clauses in the agreement so that the Company will immediately notify the Service Provider of the claim/payment demand; the Company will cooperate with the Service Provider and grant it exclusive control over the management of the</p>



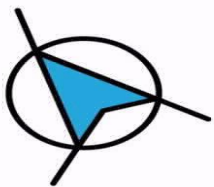
		<p>defense or negotiation of a settlement agreement. Only upon receipt of a final judgment of a competent judicial authority that does not postpone the payment due, as stated, will the Service Provider be obligated by the indemnity.</p> <p><u>Answer:</u> The request is denied.</p>
62.	13.3	<p><u>Question:</u> The section states that the performance guarantee will be forfeited by presentation to the Bank without the Company having to present any additional document and/or evidence to the Bank, and without the Company having to give a reason for its decision.</p> <p>We request that the guarantee forfeiture be executed only in the case of a material breach in which actual damage is caused and subject to written notification 30 days in advance to the Service Provider following its failure to repair the said breach.</p> <p><u>Answer:</u> The request is denied.</p>
63.	13.5	<p><u>Question:</u> The section states that a condition for the return of the performance guarantee to the Service Provider is the signature of the Service Provider on the Absence of Claims For the Company Form, in the wording attached as Appendix B to this agreement.</p> <p>We request that this section be deleted, and instead, it is determined that the guarantee will be returned to the Service Provider subject to the conclusion of the work as per the agreement, and the Technical Specifications Agreement, and this up to 90 days following the work's conclusion.</p> <p><u>Answer:</u> The request is denied.</p>
64.	16.1	<p><u>Question:</u> The section states that should the Service Provider committed a Material and/or Non-Material Breach of the Agreement and failed to repair said violation within five working days from the date of the</p>



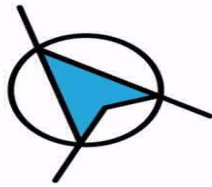
		<p>Company's written demand, the Company will be entitled, at its sole discretion, to take one or more of the following steps detailed herein, and this without causing the termination of the agreement.</p> <p>We request that the Service Provider be afforded 14 workdays to repair its breach.</p>
		<p><u>Answer:</u> The request is denied.</p>
65.	16.1.2	<p><u>Question:</u> The section states that the Company will be entitled to collect from the Service Provider its expenses in the cases mentioned above and additional administrative expenses at a rate of 15%, including VAT.</p> <p>To dispel any doubt, it is hereby declared that the Company's action as per this Clause does not bring the agreement toward its termination and does not release the Service Provider from his obligations as per this agreement.</p> <p>We request that the wording "and additional administrative expenses" and until the end of the section be deleted.</p>
		<p><u>Answer:</u> The request is denied.</p>
66.	16.2.1	<p><u>Question:</u> We request that the following wording "subject to such that the delay stemmed from circumstances related solely to the Service Provider" be added to the section.</p>
		<p><u>Answer:</u> The request is denied.</p>
67.	16.2.4	<p><u>Question:</u> We request that this section be subject to the Service Provider be given the right to appeal.</p>
		<p><u>Answer:</u> The request is accepted.</p>
68.	16.2.7	<p><u>Question:</u> We request that "any other cause" is related solely to the Service Provider.</p>



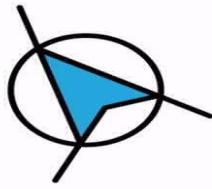
		<u>Answer:</u> The request is denied.
69.	16.2.10	<u>Question:</u> We request that the phrase "and/or stands to violate" be deleted
		<u>Answer:</u> The request is denied.
70.	16.3	<u>Question:</u> The section states that if other financial and/or professional disagreements arise between the Service Provider and the Company, such will not constitute grounds for the Service Provider to delay further development of the system and completion of the Project, nor will they constitute grounds for postponement of the schedule unless the Company requires in writing the termination of the services by the Service Provider. We request that in the case of disagreements, the Service Provider will be paid the amount that is not a matter of controversy, and only the amount for which there is controversy will be delayed until its clarification.
		<u>Answer:</u> The request is accepted.
71.	18.6	<u>Question:</u> The section states that the Service Provider undertakes to cooperate with any internal audit by the Company, and enable the internal audit of the Company to examine the Service Provider's ledgers in respect to its contract with the Company. Breach of this section will be deemed a Material Breach of the Agreement. We request that any audit is coordinated in advance by notification to the Service Provider.
		<u>Answer:</u> The request is accepted.
72.	Appendix C' - Non-	<u>Question:</u> We request to add at the end of the second paragraph "and/or information held by the Service Provider before entering into this Agreement and/or information obtained from a third party independently of any breach of the obligation to maintain confidentiality and/or



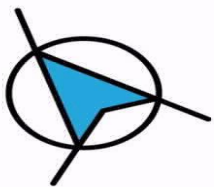
	Disclosure Agreement	information developed by the Service Provider irrespective of the Agreement and/or information that must be disclosed by law."
		<u>Answer:</u> The request is accepted.
73.	Appendix C' - Non-Disclosure Agreement	<p><u>Question:</u> Concerning Section 5:</p> <p>We request to delete the wording "in addition, I/we undertake that in the event I breach any of the provisions of this Letter of Undertaking, I will refund Ayalon Highways any amount I have received, for the execution of my duties." This payment is for work rendered and cannot constitute a double sanction in addition to a claim and/or forfeiture of a guarantee.</p>
		<u>Answer:</u> The request is denied.
74.	Appendix E - Performance Guarantee	<p><u>Question:</u> We request to add that the guarantee is non-transferable.</p>
		<u>Answer:</u> This provision is contained in the guarantee's wording.
<u>Document C' - Professional Specifications Document</u>		
75.	1.6	<p><u>Question:</u> The definitions in the Professional Specifications Document differ from those that appear in Document A' - The Terms of the Tender. We request clarification as to which document determines the matter of the definitions.</p>
		<u>Answer:</u> The definitions that were outlined in the Tender documents complement one another and will apply in aggregate on all of the terms appearing in the Tender documents.
76.	2.1.5	<p><u>Question:</u> We wish to clarify the meaning of SOD.</p>
		<u>Answer:</u> Service on demand.



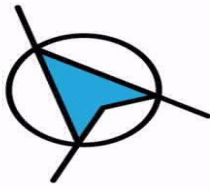
77.	2.4.1.1	<p>Question: We request to clarify whether this is a licensing system and if the intent is to replay the licensing system with the system proposed in the Tender?</p>
		<p>Answer: The question is unclear. There is no licensing system in this section, and in any case, the system will not replace the line licensing system of the Ministry of Transport.</p>
78.	2.4.2	<p>Question: The section states that it is the assessment is that the quantity of users in the long term is approximately 300 users, of which nearly 70 are users at Authority's HQ and auxiliary entities, and the remaining number is external planners that have been authorized by the Authority. We request clarification as to which environment you are referring to. Are you referring to the planning environment or the UI/UX environment? If you are referring to the planning environment, what is the amount of simultaneous users?</p>
		<p>Answer: We are referring to all of the accumulated environments. Parallel use of 30% of all the users at peak hours may be assumed.</p>
79.	2.4.2	<p>Question: We wish to clarify whether the system will also serve public transport operators?</p>
		<p>Answer: The answer is positive.</p>
80.	3.1	<p>Question: The section states that the platform will be based on an "off the shelf" infrastructure that supports public transportation planning, and is adapted to the Authority's needs. Applied and infrastructure components will be integrated into the system that will enable the shortening of the creative process, reduce risks, and lessen development costs. Subsequently, the description contains no additional specifications concerning schedules. We request clarification on this matter.</p>



		<p><u>Answer:</u> Schedules are maximal.</p> <p>The winning bidder may suggest abbreviated schedules. The bidder's proposal will be weighed in the framework of standards for determining a quality score as per the standing on the methodology document for the performance of the services, Line 3 in Section 4.3.2 in the Terms of the Tender Volume (Document A').</p>
81.	3.1.1	<p><u>Question:</u> The section states that the platform will be based on an "off the shelf" infrastructure that supports public transportation planning, and is adapted to the Authority's needs. Applied and infrastructure components will be integrated into the system that will enable the shortening of the creative process, reduce risks, and lessen development costs. We request clarification as to whether this is the "core system."</p> <p><u>Answer:</u> The shelf infrastructure is a core product system meant to serve as a foundation for the planning system in addition to third-party products that will be proposed by the Supplier, as well as designated development, if necessary.</p>
82.	3.2.2.1	<p><u>Question:</u> We request to confirm that system testing will be performed on transport models of large metropolitan areas and not require the development of a designated transport model for system testing.</p> <p><u>Answer:</u> The request is accepted.</p>
83.	3.2.3.3	<p><u>Question:</u> We request a definition of the engineering criteria that will be required.</p> <p><u>Answer:</u> The engineering criteria will be outlined as part of the detailed characterization phase.</p>
84.	3.3.3.3	<p><u>Question:</u> The section states that the geographic information will be received in the standards acceptable in Israel in commonly used formats</p>



		such as dxfe, dwg. We request that additional formats such as cdf, dbd, shape, and others be added.
		<u>Answer:</u> The request is accepted.
85.	3.3.6.3	<u>Question:</u> The section states that system access will be based on a web interface, through the use of known browsers. We request clarification of this specification.
		<u>Answer:</u> Commonly used web browsers such as Chrome, Firefox, Edge, IE 10, and higher.
86.	5.3	<u>Question:</u> We would like to clarify whether the POC phase is excluded from the characterization phase.
		<u>Answer:</u> It is clarified that the POC phase is performed during the Tender, as detailed in Section 4.3.2 of the Terms of the Tender Volume (the second sub-phase for quality scoring). The characterization phase is performed following the Supplier's win, and with it alone, as detailed in the Professional Specifications Document (Document C').
87.	5.3.1	<u>Question:</u> We seek to clarify if the schedule section refers to business days.
		<u>Answer:</u> The answer is positive.
88.	5.3.2	<u>Question:</u> We seek to clarify the intent of "design reviews," who pays for them, and whether you are referring to business days.
		<u>Answer:</u> The detailed information concerning design reviews is found in Sections 5 and 6 of the Professional Specifications Document (Document C').



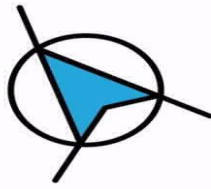
89.	Appendix D - Agreed Compensation	<u>Question:</u> We request that the agreed compensation be collected only after the second incident and that the total of the accumulated agreed compensation will be no greater than 10% of the amount of consideration in this agreement.
		<u>Answer:</u> The request is denied.

This document, all of its appendices, constitute an inseparable part of the Tender documents, and the Bidders are requested to attach a signed copy thereof to their bid.

The Bidder's Name: _____

The Bidder's Signature: _____

Date: _____



Appendix A'

E-Tender (Online) No. 20/24

For the characterization, development, and maintenance of a nationwide public transport planning system

Additional Instructions for the Demo Phase

1. The Objective of the Demonstration

Examine the manner of response presented by the bidder to the features of the platform proposed by the bidder (core product and third party products for the required features of the Tender), as part of the determination of the quality score, for Line 2 in Section 4.3.2 of the Tender.

2. Method

As part of the response to the Tender, the Bidders will submit the Excel appendix attached to the Tender documents, in which a presentation will be made of the response given in the proposed platform to specifications contained in Document C' of the Tender as of the date of publication of the Tender.

To examine in the information submitted in this appendix, the Company will hold a meeting possibly lasting up to two hours with each of the Bidders that will transition into this phase in which they will demonstrate the response to this subject. The response is meant to match the bidder's proposal in the Excel appendix.

3. Application

3.1. The meetings will be attended by the proposed Transportation Planner as well as a senior representative of the bidder.

3.2. The meetings will take place in a virtual environment (Zoom/Teams, etc.).

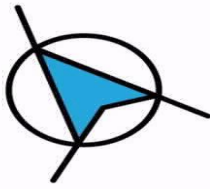
3.3. The demonstrations will be based on the platform proposed by the bidder (the core product and its complementary tools), even if, during the demonstration phase, integration between them has not to be implemented. To the extent that there is no integration between them - capabilities can be presented separately.

3.4. Proof of Capability will be performed on a geographic area, as will be defined by the bidder and contain databases **similar** to the basic databases detailed in the Tender (See Appendix A' of Document C'). The bidder is entitled to integrate and present additional data, at its discretion, and sources of information in its possession.

4. Agenda

10 minutes - a presentation by the bidder - a general description of the activity.

10 minutes - a presentation that will present the concept of the proposed solution, including the solution's architecture, products combined in the solution.



80 minutes - a demonstration of the features contained in the proposed core product and third-party products.

15 minutes - a road map for the incorporation of features during the future development phase.

20 minutes - questions and summation.

5. The Script for the Demonstration Phase

5.1. Presentation of the core product and third-party tools When referring to future integration between the tools - an explanation concerning the planned integration

5.2. A presentation of the databases - those sources of information that will be utilized (compulsory and other data).

5.3. Displaying the area based on which the information is displayed on a geographical map.

5.4. A presentation of the relevant feature and the response given it in the framework.

6. Determining the score - as per the details contained in Line 2 in Section 4.3.2 of the Tender.