

# **E-Tender (Online) No. 51/22**

**For the Supply, Implementation & Support of a**  
**Charging Management System for Bus Depots**

**Terms of Tender Volume**

**August 2022**



## 1. Introduction

### 1.1. General

- 1.1.1. Ayalon Highways Co. Ltd (the "**Company**"), hereby invites receipt of proposals from any eligible Bidder which complies with the requirements specified in this Tender for the supply, implementation & support of a charging management System for bus depots, all as per the specifications contained in Tender Documents (the "**Services**").
- 1.1.2. The Company is a governmental company, fully owned by the State of Israel, charged with promoting the planning and execution of transportation projects and serves as the operational arm of the Ministry of Transport and Road Safety ("**MOT**").
- 1.1.3. The Company is in charge, inter alia, of the design, promotion, management and execution of urban and metropolitan transportation projects, including projects in the realm of innovation and transportation technology, and accommodating infrastructures to the technological developments in vehicles and road facilities.

### 1.2. General introduction of the Project and Services

- 1.2.1. In accordance with the Israeli government's decision, the MOT is promoting a process towards zero-emission in public transport throughout the municipal public transport fleet by 2035, with the aim of promoting environmental, operational and service benefits. To this end, by 2025 about 2500 Charge Points are planned to operate throughout the State of Israel.
- 1.2.2. In order to achieve the said goal, the Company wishes to engage with companies which have the ability and experience to implement charging management systems for bus depots in the State of Israel, in accordance with the Agreement including all its Appendices (Volume B of the Tender Documents).
- 1.2.3. The Proposals will be evaluated as follows: 60% Quality Measurements as detailed in Section 9.1.2 below and 40% Price Proposal as detailed in Section 9.1.3 below.

### 1.3. Engagement with a number of Winning Bidders

- 1.3.1. The Company will be entitled to engage and sign the Agreement with up to two (2) Winning Bidders, whose Proposals achieved the highest final score according to the Tender provisions, and such Bidders will be declared as Winning Bidders. For the avoidance of doubt, it is hereby clarified that the Company shall have sole and absolute discretion to determine the number of Winning Bidders as stated in this section.

1.3.2. It is also clarified that if the Company exercises its right to engage with a number of such Winning Bidders, it shall have sole and absolute discretion with respect to determining the scope of the engagement with each of the Winning Bidders, including the number of charge points to be connected to each Winning Bidder's System, according to the needs of the Company only, and the Winning Bidders shall have no vested right to any minimum scope of engagement.

1.3.3. Each of the Winning Bidders will not have, and by submitting their proposal, they waive, irrevocably, and undertake not to raise, any claim and/or demand against the Company in connection with engagement with a number of Winning Bidders and in connection with the scope of engagement with each of them.

1.4. The Agreement

The Company will engage with the Winning Bidders in the Agreement, attached hereto as **Volume B** (the "**Agreement**"). The Agreement shall govern the contractual relations between the Company and the Winning Bidders.

1.5. Period of Engagement

Subject to the provisions for termination as provided in the Tender Documents, the term of engagement between the Company and the Winning Bidders shall be 36 months commencing on the date on which the Company signs the Agreement ("**Period of Engagement**"). The Company reserves the right, at its sole and absolute discretion, to extend the Period of Engagement for up to 4 additional periods of up to 12 months each, all as specified in the Agreement.

1.6. Schedule

The planned schedule for the proceedings is as follows:

- |  |   |   |
|--|---|---|
| Bidders' Meeting                                       | - | <b>To be held online, at August 30, 2022, 15:00 (Israel local time).</b> Details concerning the Bidders' Meeting will be advertised on the Company's Website and on the Dekel Tender System |
| The Deadline for Submission of Clarification Questions | - | <b>September 7, 2022, no later than 15:00 (Israel local time)</b>   |
| The Deadline for Submission of Proposals               | - | <b>October 24, 2022, no later than 15:00 (Israel local time)</b>  |

The Company is entitled, at any time and at its sole discretion, to alter the procedural schedule, by notification posted on the Company's Website.

1.7. Definitions



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

<b>"Agreement"</b>	The agreement attached as Volume B of the Tender Documents.
<b>"Authorized State"</b>	A state which has full diplomatic relations with the State of Israel.
<b>"The Company's Website"</b>	<a href="http://www.ayalohw.co.il">www.ayalohw.co.il</a>
<b>"The Dekel Tender System"</b>	The electronic e-tender system operated and maintained by "Dekel" company as described in Section 6.
<b>"Proposal"</b>	The proposal to be submitted by each Bidder in accordance with the terms of the Tender Documents.
<b>"Bidder"</b>	An entity that submitted a Proposal in accordance with the Tender Documents.
<b>"Control"</b>	(i) the holding of more than twenty five percent (25%) in the controlled entity's share capital; or (ii) the possession of more than twenty five percent (25%) in the controlled entity's voting power; or (iii) the power to appoint more than twenty five percent (25%) of the directors in the controlled entity; or (iv) the ability to direct the operation of the controlled entity.
<b>"MOT"</b>	Israel Ministry of Transport and Road Safety of the State of Israel.
<b>"Price Proposal"</b>	Price Proposal according to Appendix 2B.
<b>"Tender"</b>	This Tender issued by the Company, all of its appendices, documents and updates and the clarifications attached to it.
<b>"Tender Committee"</b>	The Tender Committee of the Company.
<b>"Tender Documents"</b>	The documents detailed in Section 2 hereof and any clarification and/or addendum thereto made by the Tender Committee in writing.
<b>"Winning Bidder"</b>	Any Bidder who was declared a winning Bidder in the Tender, and with whom the Company shall engage in an Agreement.

**"Winning  
Proposal"**

The Proposal of the Winning Bidder.

## 2. The Tender Documents

2.1. The Tender Documents shall comprise of the following:

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

2.1.1.1. Appendix 1 – Bidder Profile Form;

2.1.1.2. Appendix 2A - Proposal Form;

2.1.1.3. Appendix 2B - Price Proposal;

2.1.1.4. Appendix 3 - The Bidder's Declaration Concerning an Understanding of the Terms of the Tender;

2.1.1.5. Appendix 4 – Attorney Confirmation;

2.1.1.6. Appendix 5 - Affidavit according to the Public Entities Transactions Law, 1976;

2.1.1.7. Appendix 6 - Bidder's Non Solicitation Statement;

2.1.1.8. Appendix 7 - An Affidavit Concerning the Bidder's Status and Experience;

2.1.1.9. Appendix 8 - A Declaration Concerning the Absence of Conflict of Interest;

2.1.1.10. Appendix 9 - A Declaration Concerning the Terms of Participation in the Tender as part of the "Dekel Tender" System.

2.1.2. **VOLUME B** – The Agreement with all its Appendices.

2.1.3. **VOLUME C** – System Threshold Compliance Table.

2.1.4. **VOLUME D** – Quality Measurements Compliance Table.

2.2. All Tender Documents constitute the property of the Company and conveyed to the Bidders for the purpose of preparing and submitting their Proposals, and for this purpose only. It is clarified that the Tender Documents are the property of the Company even after they have been filled out by the Bidder, and that the Company may use them in any way, at its sole discretion, whether or not the Bidder was selected as one of the winning Bidders. The Bidders are prohibited from copying the Tender Documents or using them for any other objective, other than for the submission of a Proposal.



2.3. The Tender Documents may be downloaded (at no charge) from the Company's Website. **Proposals will be submitted only by means of the Dekel Tender System, as explained in Section 6 below.**

### 3. **Threshold Conditions**

3.1. Any Participant who desires to submit a Proposal must demonstrate its compliance with all the threshold conditions set forth below, as of the Deadline for Submission of Proposals:

3.1.1. A. The Bidder is a corporation incorporated in the State of Israel (as a company or partnership).

OR

B. The Bidder is an entity (company or registered partnership) duly organized and validly existing under the laws of an Authorized State.

OR

C. The Bidder is a Joint Venture (as defined below) in which: (1) the entity which meets the professional threshold conditions listed in Sections 3.1.4 - 3.1.7 below holds at least 80% of the Joint Venture, and (2) both members of the Joint Venture meet threshold conditions 3.1.1 - 3.1.3.

**"Joint Venture"** - A non-registered partnership of two legal entities, where each one bears responsibility, jointly and severally, to the Bidder's (the joint venture's) commitments, including those specified in the Tender Documents. For the avoidance of any doubt, it is clarified that each member of 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 of the members of the Joint Venture, to which the stamp of each of the said Joint Venture members will be affixed.

In case a winning Bidder is a Joint Venture, the Joint Venture and all its members shall be jointly and severally liable towards the Company.

3.1.2. If the Bidder is incorporated in the State of Israel, it holds all the required approvals and certifications as stipulated in the Public Entities Transactions Law, 5736-1976.

3.1.3. The Bidder is not in receivership, suspension of proceedings, bankruptcy or liquidation and not facing any pending applications of this kind, or insolvency, nor have foreclosures been imposed on the Bidder's assets at a rate higher than its shareholders equity.

3.1.4. The Bidder Employs at least 10 professional employees.

3.1.5. The Bidder developed the proposed System.

3.1.6. The Bidder has at least 3 years of experience managing Charge Points, via its proposed System.



3.1.7. The System proposed by the Bidder has been managing, for at least six consecutive months during the 12 months preceding the Deadline for Submission of Proposals:

3.1.7.1. at least 500 Charge Points for any type of vehicle.

3.1.7.2. at least 3 different Charge Points manufacturers (with different protocol implementation).

3.1.7.3. at least 100 Charge Points for Vehicles, accumulated for 3 different clients.

3.1.7.4. at least 5 Depots, each with at least 10 Charge Points for Vehicles.

3.2. Definitions regarding the Threshold Conditions:

The words and expressions in Section 3.1 above shall have the meaning hereby assigned to them, as follows:

“**Charge Points**” – charger points, each with one or more sockets.

“**Depot**” - overnight parking area for at least 10 Vehicles.

“**Employs**” – an employer-employee relationship.

“**System**” - a system which fully complies with the demands stipulated in Volume C.

“**Vehicles**” – vehicles which meets the following cumulative conditions:

- (1) Driven/operated in predefined routes based on a recurring schedule. “**route**” = a defined path for getting from a starting point to a destination in an urban environment, which is not inside an enclosed site (e.g. – within a campus, hospital, etc.).
- (2) Driven by professional drivers as part of a commercial operation.
- (3) Charged in designated overnight Depot.

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

#### 4. Quality Measurements

4.1. The Evaluation of the Proposals shall be conducted in accordance with the Quality Measurements specified in **Volume D**.

4.2. The Bidders will fill out Volume D and attach any supporting document for the quality evaluation of the Proposals as further detailed in Section 9.1.2.

#### 5. Documents to be Attached to the Proposal

- 5.1. In order to demonstrate compliance with the threshold conditions under Section 3.1 above, and in order to examine and evaluate the quality of the Bidders and the Proposals in accordance with the terms of the Tender, the Bidder will attach the following documents to its Proposal:
- 5.1.1. For proof of the Bidder's compliance with the threshold condition in Section 3.1.1 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.
  - 5.1.2. For proof of the Bidder's compliance with the threshold condition in Section 3.1.2 above, the Bidder will attach to its Proposal the signed and verified affidavits in the form attached as **Appendix 5** of the Tender Documents, and all certifications required as per the Public Entities Transactions Law, 5736-1976, if applicable.
  - 5.1.3. For proof of the Bidder's compliance with the threshold condition in Section 3.1.3 above, the Bidder will attach to its Proposal the signed and verified affidavit in the form attached as **Appendix 6** of the Tender Documents.
  - 5.1.4. For proof of the Bidder's compliance with the threshold conditions in Sections 3.1.4 -3.1.7 above and for the quality measurements, the Bidder will attach to its Proposal, a signed and verified affidavit in the form attached as **Appendix 7** of the Tender Documents. In addition, the Bidder will complete (in a detailed manner as possible) and attach to its Proposal an executed copy of Volume C (Threshold Compliance Table) and Volume D (Quality Measurements Compliance Table).
- 5.2. In addition to the documents listed in above and any other documents required in this Tender, the Bidder must also submit the documents listed below:
- 5.2.1. The Bidder's profile form attached as **Appendix 1** of the Tender Documents.
  - 5.2.2. A complete and signed Proposal form, attached as **Appendix 2A and Appendix 2B** of the Tender Documents. **It is clarified that the Price Proposal must be filled in only in the designated tab in the Dekel Tender System and no later than the Deadline for Submission of Proposals. In addition, the Appendix 2B form itself will be submitted signed, with the other tender documents but without specifying the sum of the Price Proposal.**
  - 5.2.3. The Bidder's declaration concerning an understanding of the terms of the Tender, in the form attached as **Appendix 3** of the Tender Documents.
  - 5.2.4. Attorney certification, in the form attached as **Appendix 4** of the Tender Documents.
  - 5.2.5. A declaration concerning the absence of conflict of interest, in the form attached as **Appendix 8** of the Tender Documents.
  - 5.2.6. A declaration concerning the terms of participation in the Tender as part of the "Dekel Tender" System, in the form attached as **Appendix 9** of the Tender Documents.



- 5.3. **A written statement from the Bidder with supporting documentation (user manuals, technical design, OCPP specifications) that illustrate the capabilities of the proposed System and its modules, and any other accompanying and/or supportive material to Volume C. The Bidder must fully describe its proposed System, including advanced functionalities and abilities not included in the Tender Documents.**
- 5.4. A copy of all Tender Documents listed in Section 2, signed by the authorized signatories of the Bidder on the designated line for signature, including the Agreement (and its appendices that have a designated line for signature, with the exception of the insurance and performance guarantee appendices). A place where attorney and/or CPA certification is required will be filled out and signed by an attorney and/or CPA.
- 5.5. All documents mentioned above will be submitted, together with the Bidder's Proposal. Should any Proposal be submitted without all the above-mentioned requested documentation, the Tender Committee is entitled, but not obligated, to reject said Proposal solely for this reason, and not review it.
6. **E-Tender (Online)**
- 6.1. This Tender will be conducted as a web-based e-tender as per the provisions of Regulation 19 C of the Mandatory Tender Regulations 5753 - 1993. Bidders are aware that they must submit their Proposal through the electronic system operated and maintained by "Dekel" company ("**Dekel Tender System**"), and that no proposal will be accepted in these proceedings that is not submitted through the Dekel Tender System.
- 6.2. All parties interested in participating in the Tender, are obligated to register in advance in the Dekel Tender System. For purposes of the advance registration, it is necessary to enter the web-based system link that will be published on the Company's 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 Submission of Clarification Questions/Proposals. It is recommended to preregister so as not to be late submitting clarifications or the Proposal due to various delays and possible faults.
- 6.3. It should be clarified that insofar as the Bidder has registered in the Dekel Tender System in the past, there is no need for any renewed registration.
- 6.4. 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.
- 6.5. Should no registration confirmation be received, the Bidder must then contact Ms. Katya Goldovich from 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 received and handled. It is the sole responsibility of the Bidder to ensure sufficient time in advance, that registration for the Tender was executed properly and it has received access to the automated system for participation in the proceedings, and the Bidder hereby irrevocably waives in advance any claim against the Company concerning the absence of any possibility for the Bidder to submit clarification questions/Proposal in a timely manner through the automated Dekel Tender System.

- 6.6. In order to submit clarification questions and receive notices from the Company regarding the Tender, through the Dekel Tender System, Bidders are required to pre-register for the Tender through the Dekel Tender System. No claim will be accepted by which the Bidder was in any way prevented from timely submitting clarification questions / a Proposal, including any technical fault, lack of a suitable internet connection or any lack of available technical support in executing the registration.
- 6.7. The Bidder must scan all of the signed Tender Documents, as specified in Section 5.4 above, including appendices, and attach all of the required documents for the purpose of supporting the Proposal and as proof of threshold compliance.
- 6.8. The Bidders' attention is directed to Appendix 9 in the terms of the Tender – A Declaration Concerning the Terms of Participation in the Tender as part of the Dekel Tender System.

## 7. **Submitting a Proposal**

- 7.1. The Proposal, and all its appendices, containing all of the documents and references the Bidder is required to attach, will be submitted through the Dekel Tender System as detailed above. Following the Deadline for Submission of Proposals as detailed in Section 1.6 above, the Dekel Tender System will be locked, and proposals will no longer be accepted for submission.
- 7.2. Without derogating from the above mentioned, the Bidder's Proposal will contain, among other things, every document required to show proof of the Bidder's compliance with the threshold conditions and quality measurements and any other document required according to the Tender Documents.

### 7.3. **Price Proposal**

- 7.3.1. In order to enable the Company to objectively examine the compliance of the Proposals with the threshold conditions and quality measurements set forth in the Tender objectively, the Bidders are required **to fill in their Price Proposal in the designated tab on the Dekel Tender System only**, no later than the Deadline for Submission of Proposals.
- 7.3.2. It is emphasized that the Price Proposal, Appendix 2B, must be submitted along with the other Tender Documents after being executed, but without specifying the amount of the Commercial Proposal.
- 7.3.3. Bidders shall fill out the Price Proposal form in accordance with instructions and the conditions set forth in **Appendix 2B**.
- 7.3.4. The Bidder shall propose a discount from the maximum monthly rate, in NIS, per each socket in all Charge Points managed by the Bidder's System, such proposed discount not to exceed 30% ("**Maximum Discount**"). To the extent the Bidder proposed a discount higher than the Maximum Discount, the Company may, at its sole discretion either reject the Proposal, or consider it as a 30% discount.
- 7.3.5. The Bidder shall not include in its Price Proposal any negative values (negative discount). If the Bidder submits any negative values, the Company shall consider it as a 0% discount.

- 7.3.6. Payments to the Winning Bidders shall be in NIS only. However, Bidders may request (in Appendix 2B) that the consideration be linked to all changes (increase or decrease) in the official exchange rate published by the Bank of Israel, for EURO or USD, from the Deadline for Submission of Proposals, until the invoice date submitted by the Winning Bidder.

For example: If the monthly Consideration is 400,000 NIS - if the official rate of 1 EURO at the Deadline for Submission of Proposals is 3.6 NIS, and the official rate on the date of submission of invoice by the Winning Bidder is 3.85 NIS, the linkage calculation will be as follows:

$$3.85/3.6 * 400,00 = 427,778 \text{ NIS}$$

- 7.3.7. For the avoidance of doubt it is clarified that:

7.3.7.1. The Company makes no commitment regarding the number of Charge Points it will request each Winning Bidder to manage; and

7.3.7.2. The Price Proposal for each socket in each Charge Point includes consideration for all obligations of the Bidder according to the Tender Documents. However, the consideration for additional developments specified in Appendix A2 to the Agreement, will be paid in accordance with the consideration listed in the said Appendix (if so listed). However, if the Bidder declared that its proposed System includes the additional developments requested, and the Bidder received the quality score set forth in Volume D for such developments accordingly – the Bidder will not be entitled to the said consideration.

## 8. Validity of the Proposal

- 8.1. The Proposals shall be valid for a period of twelve (12) months from the Deadline for Submission of Proposals (the "**Validity Period**").
- 8.2. The Company may require the Bidders to extend the Validity Period for an additional time period (the "**Extended Period**"). If a Bidder will refuse such demand, then such Bidder shall be considered as a Bidder that does not want to take part in the Tender, and its Proposal may be disqualified. The Company will be entitled to proceed with the Tender process and to announce another Bidder that gave its consent to the extension as the Winning Bidder even if the Proposal submitted by the Bidder that refused the extension was superior.
- 8.3. Once the Company has provided a winning notification notice to a Winning Bidder within the Validity Period or within the Extended Period, the Winning Bidder's Proposal shall remain valid until the Agreement has been signed by the Company.

## 9. Examination and Evaluation of the Proposals

- 9.1 The Evaluation of the Proposals shall be conducted in stages, as described below:





$$\frac{\text{Highest proposed discount \%}}{\text{X 100}} = P$$

## 9.2 Selection of the Winning Proposals

Following the three stages above, and subject to the Company's rights pursuant to Section 18 below, the Company will select the Winning Bidders with the highest Final Score [FS], according to the following formula:

$$FS = [60\%] * \text{Quality Score} + [40\%] * \text{Price Score}$$

## 10 Notification of the Results of the Tender

Once the Tender Committee has completed the evaluation of the Proposals and reached a decision, the Company shall notify the Winning Bidders and the other Bidders in writing regarding the results of the Tender.

## 11 Preconditions to the Company's Engagement with the Winning Bidders

11.1 The Company will engage with the Winning Bidders and sign the Agreement subject to the compliance of the Winning Bidders with all the following preconditions, within 14 days after receiving a notification as stated in Section 10:

### 11.1.1 Insurance Certificate

Insurance Certificate, as defined in the Agreement, signed by the Winning Bidder insurers. Any request in connection with the insurance requirements should be submitted as a request for clarifications and no later than the Deadline for Submission of Clarification Questions.

11.1.2 Performance Guarantee - To ensure the full performance of all obligations of the Winning Bidders, the Winning Bidders undertake to deposit with the Company, a guarantee in accordance with the Agreement (hereinafter: "**the Guarantee**").

11.1.3 Cyber requirements – the Winning Bidder will demonstrate how its perceived solution meets the cyber requirements specified in Appendix E of the Agreement (Volume B).

11.2 The Company will examine whether all the required documents mentioned above have been provided by the Winning Bidders, and their compliance with the Tender requirements. The Company may, in its sole discretion, notify a Winning Bidder of any modification required and may give a Winning Bidder an opportunity to execute the required finalizations and/or modifications or to decide to proceed pursuant to Section 12 hereunder.

11.3 Prior to the actual signing of the Agreement by the Company, there will be no valid agreement between the Company and the Winning Bidder.

## 12 Cancelling the Winning and/or the Agreement with the Winning Bidder and Engage with Another Bidder

- 12.1 In the event that the Winning Bidder fails to fulfill all of its obligations according to the Tender Documents and/or its Proposal, including without limitation, the fulfillment of the preconditions set forth in Section 11 above, the Company shall be entitled, in its sole discretion, to cancel the award of Winning Bidder or to give the Winning Bidder an extension of time for the purpose of fulfilling all of its obligations.
- 12.2 The Winning Bidder whose Proposal has been canceled as aforesaid, shall not have any argument, demand and/or claim of any kind against the Company and/or anyone on its behalf in connection with the cancellation of the award of the Winning Bidder.
- 12.3 Without derogating from the above, in the event that the Company has decided to cancel the award of the Winning Bidder, the Company shall be entitled, at its sole discretion, to grant the award of the Winning Bidder in the Tender and the Agreement to the Bidder that arrived in the next scoring place, subject to Section 11 above. The Company's right according to this Section is not mandatory and the Company shall be entitled, at its sole discretion, not to so grant the award the Winning Bidder that arrived in the next place. In such event, the Bidder that arrived in the next place will not have any argument, demand and/or claim of any kind against the Company and/or anyone on its behalf in connection with the aforesaid.
- 12.4 Without derogating from any of the Company's rights, and in addition to any of the Company's rights according to any Law and/or to the Tender Documents, in the event that the Company will terminate the Agreement with the Winning Bidder, for any reason, within 24 months from the date the Winning Bidders were chosen by the Tender Committee, the Company shall be entitled, but not obligated, to notify the Bidder that arrived in the next place in the Tender and offer such Bidder to engage with the Company and sign the Agreement (subject to Section 11 above) to provide the services. Such Bidder shall give its response to the Company's proposal within seven (7) days. If the said Bidder refuses, the Company will be entitled, but not obligated, to so notify the Bidder that arrived in the place after, and so on. It is hereby clarified that the Company's said right hereunder is not mandatory and the Company shall be entitled, at its sole discretion, not to engage with the Bidders that scored lower than the Winning Bidder whose award has been cancelled, and the Bidders will not have any argument, demand and/or claim of any kind against the Company and/or anyone on its behalf in connection with the above.
- 12.5 Without derogating from any of the Company's rights, the Company reserves the right, at its sole discretion, to publish a complementary tender concerning the tendered System. In such event, non-Winning Bidders will not have any argument, demand and/or claim of any kind against the Company and/or anyone on its behalf in connection with the aforesaid.

### **13 Reservations**

- 13.1 No modification of the Tender Documents or their terms, whether by way of addition, by way of deletion or otherwise, shall be included in the Bidder's Proposal. Any changes or additions made to the Tender Documents or terms, of any kind, or any reservation thereof, whether in the documents themselves 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.





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

#### **14 Clarifications and Changes**

- 14.1 Insofar as it is the Bidder's belief that the Tender Documents are unclear or contain contradictions or ambiguities, the Bidder may appeal in writing up to the date specified in Section 1.6 above, via the designated tab in the Dekel Tender System, while providing identification and contact information for the purpose of detailing the clarifications, contradictions, errors, discrepancies or any doubts which may be found in relation to the precise meaning of each section or any detail whatsoever of the Tender Documents.
- 14.2 It should be clarified that for the purpose of submitting any clarifying questions, it is necessary to register in the Dekel Tender System as specified in Section 6 above.
- 14.3 The Company's answers to Bidders' queries and inquiries will be uploaded to the Tender page in the Dekel Tender System, under the tab of the Tender, as well as to the Company's website, and will be available for Bidders' reference together with the Tender Documents.
- 14.4 It is clarified that the Company's answers to the Bidders' inquiries concerning clarifications and/or modifications, will be made without naming the inquiring Bidder.
- 14.5 It should be emphasized that at the Deadline for Submission of Clarification Questions, the Dekel Tender System will be locked to prohibit submission of subsequent questions for clarification. Clarification questions should not be submitted in any way other than as outlined above and through the said Dekel Tender System.
- 14.6 Bidders that will not act in the manner above stated, will be prevented from making any argument(s) concerning improbability and/or ambiguity, errors, discrepancies and mistakes, etc.
- 14.7 The Company is entitled to not address inquiries for clarification and/or objections, or any part thereof, or to rephrase inquiries, and to convey its response to all the Bidders (without naming the Bidder who has contacted them), all at its sole discretion. Failure of the Company to address any inquiry until the Deadline for Submission of Proposals, will be viewed as a rejection of the Bidder's inquiry.
- 14.8 The Company reserves the right to introduce modifications and revisions to the Tender Documents until the Deadline for Submissions of Proposals, whether at its initiative or in response to Bidders' inquiries, all at its sole discretion. The above mentioned modifications and revisions will be an inseparable part of the terms of the Tender and will be brought in writing to the attention of the Participants of the Tender through the Dekel Tender System, under the Tender tab.
- 14.9 Bidders are under obligation to keep current on a regular basis concerning modifications, revisions and clarifications that will be published with respect to the Tender in the Dekel Tender System.

- 14.10 The Company will be entitled to announce the postponement of the Deadline for Submission of Proposals, in a notice which will be forwarded to all Bidders, at its sole discretion, including in case its modifications or revisions to the Tender Documents are material and justify at its sole discretion, such postponement.
- 14.11 Every response of the Company and/or of its representative, to a Bidder, will be in writing only, and any answer given by any other means shall be invalid. The Company will not be responsible for any explanations given by its employees, subcontractors on its behalf and/or any other person, regarding the terms, conditions and stipulations pertaining to the Tender or the Proposal, or both, and communications between the Company and Bidders will be based solely on written documents.
- 14.12 Bidders will be required to confirm receipt of any notification and/or response from the Company within two days of receipt.

## **15 Bidders' Meeting**

- 15.1 The Company intends to conduct an online Bidders' Meeting. The purpose of the meeting is to offer a general background concerning the subject of the Tender and address any questions which the Bidders may raise. It is stated and should be clarified that the Bidders' Meeting will not bind the Company will not constitute any obligating representation of the Company and will not contradict the Tender Documents. By its participation in the Bidders' Meeting, the Bidder agrees to this condition.
- 15.2 The Bidders' Meeting will take place on the date specified in Section 1.6 above. The link will be published in the Dekel Tender System and on the Company's Website. Participation in the meeting is not compulsory.** Those interested in participating are asked to appear/log in on time.
- 15.3 The Company, at its sole discretion, will be entitled to conduct additional Bidders' Meetings.

## **16 Commercial Secret Copy**

- 16.1 The Bidder is entitled to submit one additional copy of its Proposal, in which any information considered by the Bidder as secret information or commercial or professional secret and therefore should not to be disclosed to other Bidders, may be redacted. This copy will be labeled "*Commercial Secret Copy*" and attached as an optional document by means of the Dekel Tender System. In addition, Bidders which will participate in the live demo stage (sub-stage 2 - see sec.9.1.2.2 above), may indicate which parts of the demo, if any, in their opinion, constitute a commercial secret.
- 16.2 The Company has sole discretion to determine whether information is secret information or a commercial or professional secret, and is not obligated to accept the Bidder's opinion. It is hereby clarified that should the Company choose to disclose to other Bidders information labeled by the Bidder as confidential, the Company will inform the Bidder, prior to the disclosure, of its decision concerning its intent to disclose to the other Bidders, and will offer the Bidder a period of forty-eight hours (48 hours) to appeal this decision.



- 16.3 To dispel any doubt, in the event that the Bidder does not submit a Commercial Secret Copy as stated above, the Company will be entitled to disclose to the other Bidders the full and complete Proposal of the Bidder, all of the terms and details, at its sole and absolute discretion and without any prior notice.
- 16.4 It is clarified that to the extent that the Bidder does not win the Tender and requests to review the winning Proposals, it will not be entitled to review the same corresponding data in the winning Proposals, which were redacted in its Commercial Secret Copy.

## **17 Conflict of Interest**

- 17.1 An organ of the Company (including a Director or CEO), his relative, agent or partner, or a corporation in which one of the above-mentioned holds, directly or indirectly, any rights whatsoever, and/or in which one of them is a manager, is ineligible to participate in this tender. "Relative" - spouse, parent, son or daughter, brother or sister.
- 17.2 A Bidder or anyone on its 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 the Company - 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 the Company's sole discretion. Without derogating from the foregoing, Bidders must disclose in Appendix 8 (Declaration Concerning the Absence of Conflict of Interest), relationships to any of the Company's advisors for this Tender, as specified in Appendix A1 of Volume B (the Agreement).

## **18 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 reserves the following rights herein:

- 18.1 It is hereby expressly and explicitly stated that the Company is not obligated to accept any Proposal whatsoever, including a Proposal that received a high Final Score, and reserves the right to reject any or all Proposal(s), all at its sole discretion.
- 18.2 Without derogating from the foregoing, the Company will be entitled to not elect as a winning Bidder in this Tender (even if said Bidder has proven compliance with all of the terms and conditions to be declared a winner), for any reason, inter alia, because its Proposal was significantly lacking the requested information and documentation and/or because of a low Quality Score and/or because of the Company's negative experience with the Bidder and/or its acquaintance with said Bidder, or in the case of a corporation - because of any negative experience with any of the individuals and entities controlling it and acting on its behalf and/or associated with them. The Company is also entitled to withhold award due to negative experience of other public entities that engaged with the Bidder and in case it is a corporation - with any of the individuals and entities controlling it and acting on its behalf.
- 18.3 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.

- 18.4 The Company reserves the right to cancel the Tender, for any reason whatsoever, such as budget considerations, amongst others, on any date, including after the Deadline for Submission of Proposals.
- 18.5 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 in relation to the Bidder's Proposal and/or enable the Bidder to do so, including 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 Deadline for Submission of Proposals.
- 18.6 The Company reserves the right to waive fulfillment of any requirement or condition of this Tender that is not essential and does not violate the principle of equality, all of which is at the discretion of the Company's Tenders Committee.
- 18.7 The Company reserves the right to revise, clarify, amend, modify, or change the Tender Documents in any way or any part thereof, including but not limited to any instruction, requirement, specification, consideration, threshold conditions or dates contained therein, until the Deadline for Submission of Proposals.
- 18.8 The Company is entitled, at its sole discretion, to negotiate or not to negotiate with all or some of the Bidders.
- 18.9 The Company may from time to time, request a Winning Bidder to perform additional developments not specified in the Tender Documents, and section 13 of the Agreement shall apply.
- 18.10 Without derogating from the above, during the term of the Agreement, the Company may from time to time issue the Winning Bidders a specific invitation for the execution of a specific task, including, but not limited to, additional services it may wish to acquire that are not specified in any of the Tender Documents, and request the Winning Bidders to submit their proposal for such specific task. The specific invitation will contain the scope of work, technical specifications and other special provisions relating to such task, as well as the criteria for selecting the winning bidder, which may include, in addition to a price proposal - threshold conditions, quality measurements criteria, delivery schedules, or any combination of such criteria.
- 18.11 Submission of a Proposal will be interpreted, inter alia, as consent to each one of the terms, conditions and stipulations detailed above.

## **19 General Conditions**

### **19.1 Applicable Law**

These proceedings are subject to the laws of the State of Israel, in their current version from time to time. The Bidders shall be deemed to have received appropriate legal counsel for participation in the proceedings and Proposal submission.

### **19.2 Jurisdiction Clause**



Any matter relating to these proceedings shall be heard only in the competent courts of the Central District of Israel.

**19.3 Participation Expenses in the Proceedings**

The Bidder alone shall bear the costs of its participation in the proceedings and shall not be entitled to any indemnity from the Company for these expenses, including in the event of the cancellation of the Tender by the Company, or the disqualification of its Proposal.

Orly Stern

General Manager

**I hereby confirm that I have read this document in its entirety and agree to the terms of the Tender:**

Date

Bidder's Signature & stamp:

\_\_\_\_\_

\_\_\_\_\_



**Appendix 1**

**Bidder Profile Form**

*[if the Bidder is a Joint Venture, all the information above shall be provided regarding the Joint Venture and each member of the Joint Venture, on separate forms]*

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

Place of incorporation: \_\_\_\_\_

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. \_\_\_\_\_

The Bidder shall attach a holding structure diagram specifying all holdings, direct and indirect, up until the holdings of individual persons at the end of each holding chain.

If the Bidder is a Joint Venture:

The corporation holds \_\_\_\_\_% of the Joint Venture

Names of the authorized signers on behalf of the corporation:

\_\_\_\_\_

The Bidder's Signature:

\_\_\_\_\_



## Appendix 2A

To:  
Ayalon Highways Co. Ltd

Dear Sir/Madam,

### Proposal Form

1. We the undersigned, after a careful reading, review, and understanding of the instructions of Ayalon Highways Co. Ltd (hereinafter: "**The Company**") for submitting a proposal to enter into E-Tender (Online) No. 51/22 for the supply, implementation & support of a Charging Management System for bus depots (hereinafter: "**The Tender**" and "**The System**" 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 and all its appendices and that we have received and/or been provided with all of the documents related to the Proposal as well as explanations concerning the Proposal and the execution of the services specified in the Tender.
3. We hereby declare and warrant that if our Proposal, we will perform all services in accordance with the Tender.
4. We hereby declare that that if our Proposal is accepted, we will be committed to the Agreement, and will not transfer to another party a right from our rights under the Agreement, nor will we add or join any partner or create another corporation for the use of our rights.
5. Attached to our Proposal are all of the Tender Documents signed by us. We acknowledge 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 cannot be revoked or changed and will through the Validity Period in accordance with Section 8 above. We agree that the Company will be entitled, but not obliged, to see our offer and its acceptance by the Company as a binding contract between the Company and us. We acknowledge and agree that the Company will be entitled to conduct any proceeding regarding the submission of a revised proposal. We know that the Company is entitled to cancel the Tender at its sole discretion.



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 2B**

**Price Proposal**

1. We, the undersigned, after carefully reading, studying and understanding all of the instructions and requirements of Ayalon Highways Co. Ltd (the "**Company**") as set forth in the E-Tender (Online) No. 51/22 for the supply, implementation & support of a Charging Management System for bus depots, hereby propose to undertake all obligations in strict accordance with all requirements set forth in the Agreement and in the Tender Documents, in exchange for the monthly consideration set forth below **for each socket in all Charge Points that will be managed by our System** (the "**Consideration**"):

<b>Item</b>	<b>Units</b>	<b>Price (NIS) excluding Israeli VAT – per month</b>	<b>Proposed discount</b>
socket	1	<b>230 NIS</b>	<i>Will be filled online only in the Dekel Tender System</i>

**The Bidder may propose up to 30% discount only.**

The number of sockets will be counted as of the last calendar day of each month.

2. **We agree that the Consideration will be reduced in accordance with the following quantity discount:**

<b>no. of sockets</b>	<b>additional discount</b>
<200	0%
201-400	10%
401-600	20%
601-800	30%
>800	40%

It is hereby clarified that the higher discount will only apply to the excess amount of sockets, for example: if the price per socket is 200 NIS, then the Consideration for 500 sockets will be calculated as follows:

$$(200 \times 200 \text{ NIS}) + (200 \times 180 \text{ NIS}) + (100 \times 160 \text{ NIS}) = 92,000 \text{ NIS}$$

3. We request that the Consideration will be linked to all changes in the official exchange rate published by the Bank of Israel, as described in Section 7.3.4 of the Tender conditions [*mark the relevant alternative*]:



- No
- Yes, according to the following:
  - EURO
  - USD

Notes:

1. Israeli VAT will be added if required by law.
2. The above Consideration as well as the consideration specified in sec. X of the Agreement regarding additional developments, is final and shall include all: overhead expenses, price increases of any kind, office and/or general expenses, equipment costs, wages of employees and/or those employed by the Winning Bidder (including full social expenses), and any additional and/or other expense of any kind and type. For the avoidance of doubt, it is clarified that the Winning Bidder shall not be entitled to any consideration and/or additional payment for/or regarding its work beyond the aforementioned.
3. The Consideration shall include all taxes, levies and charges however designated and levied by any state, local, or government agency. The Winning Bidder shall be responsible for the payment of all taxes, levies and charges in connection with this Agreement, whosoever levied, except for Israeli VAT (if relevant).

The Bidder's name (complete): \_\_\_\_\_

Signatures of the authorized signatories: \_\_\_\_\_

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





### Appendix 3

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

We the undersigned, after a careful reading, review, and understanding of the all the Tender Documents of E-Tender (Online) No. 51/22 for the supply, implementation & support of a Charging Management System for bus depots, whether or not constitute an inseparable part of the Tender Documents, hereby declare and undertake the following:

1. We hereby declare that we have understood all that is stated in the Tender Documents and have submitted our Proposal accordingly. That we have diligently studied and carefully examined all that is stated in the Tender Documents, reviewed all the physical and legal requirements, conditions, and circumstances that may influence our Proposal for the execution of the tendered services. We agree with all that is stated 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 aforesaid, we know and agree that by submitting our Proposal, we explicitly waive all claims, of any discrepancy and/or irregularity, of any kind, of the Tender and/or its terms.
2. We declare that we meet all of the conditions specified in the Tender and that our Proposal complies with all the requirements in the Tender Documents, **including the cyber requirements and conditions specified in the Agreement (Volume B)**. We hereby undertake to supply the services in accordance with the terms of the Tender Documents, including the Agreement.
3. We declare and acknowledge that the execution of the services according to the Tender Documents requires 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 and fulfill all of our obligations under the Agreement and Tender Documents, with reliability and credibility, and in strict adherence to all laws. We declare that we are not entitled to transfer any information in our possession as a result of our participation in this Tender to any other entity whatsoever or use it in any way that is outside the framework of this Tender.
4. We hereby declare that this Proposal is submitted without any contact and/or coordination with other Bidders and that we have not disclosed the details of our Proposal to other participants in the Tender.
5. We hereby declare that our Proposal is within the purposes and powers set forth in the Bidder's corporate documents and that we are entitled to sign this Proposal on behalf of the Bidder and that there is no prohibition under any law or agreement to our signing this Proposal.

---

**Date**

---

**Bidder's Signature**



**Appendix 4**

To:

Ayalon Highways Co. Ltd

Dear Sir/Madam,

**Attorney Confirmation**

I the Undersigned, \_\_\_\_\_, attorney of \_\_\_\_\_ (hereinafter:

“**The Bidder**”), hereby affirm the following:

1. Execution of the Services and entering into an Agreement with the Company as part of E-Tender (Online) No. 51/22 for the supply, implementation & support of a Charging Management System for bus depots, falls within the powers of the Bidder.
2. The names of the Bidder’s managers are: \_\_\_\_\_
3. The Bidder’s owners are: \_\_\_\_\_
4. The signatures of \_\_\_\_\_ as well as of \_\_\_\_\_, who have signed before me on this Proposal and the 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

#### **Concerning 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 its Proposal to E-Tender (Online) No. 51/22 for the supply, implementation & support of a Charging Management System for bus depots (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 or the Minimum Wage Law.
  - (b) Up to the Deadline for Submission of 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 or the Minimum Wage Law.
  - (c) If the Bidder or its affiliate have been convicted of a decisive verdict in two or more offenses under the Foreign Workers Law or the Minimum Wage Law - that at least one year has passed since the last conviction until the Deadline for Submission of Proposals.

3. . Definitions:

"**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 Bidder:
- (2) If the Bidder 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 Bidder, and the areas of activity of a group of individual are essentially similar to the areas of the Bidder's activities; (c) the person responsible on behalf of the Bidder for the payment of wages;



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

"**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 its Proposal to E-Tender (Online) No. 51/22 for the supply, implementation & support of a Charging Management System for bus depots ("**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. Mark X in the suitable box:
  - The provisions of Section 9 of the Equal Rights Law do not apply to the Bidder<sup>1</sup>.
  - The provisions of Section 9 of the Equal Rights Law apply to the Bidder, and they are maintained.

If the above box was marked – I hereby undertake to forward a copy of this affidavit to the Director General of the Ministry of Labor and Social Welfare and Social Services within 30 days of the date of my contractual engagement with Ayalon Highways Co. Ltd.

In addition, mark X in the suitable box regarding the number of employees employed by the Bidder:

- The Bidder employs less than 100 employees.
- The Bidder employs at least 100 employees. If this box was marked, mark X also in one of the boxes hereunder:
  - 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.

---

<sup>1</sup> Section 9 of the Equal Rights Law apply to an "employer" as defined thereunder: "An employer who employs more than 25 employees, with the exception of the State or an employer that the provisions of Section 15A of the Service of State (Appointments) Law, 5719-1959, apply to it".



- 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 implemented any instructions given.

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



**Appendix 6**

**Bidder’s Non – Solicitation Statement**

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

1. Not to solicit and / or offer and / or to provide and / or to receive, directly or indirectly, any benefit and / or money and / or anything of value to influence, directly and / or indirectly, the decision and / or act and / or omission of Ayalon Highway Co. Ltd ("Ayalon Highway") and / or any officer and / or employee of Ayalon Highway and / or Ayalon Highway representatives and / or any other party in connection with the Tender process and / or any Agreement / order arising therefrom.
2. Not to solicit and / or collaborate, directly and / or indirectly, with any officer and / or employee of Ayalon Highway and / or its representatives and / or anyone on its behalf and / or any other party to accept confidential information associated with the Tender process and / or any Agreement / order then arising from it.
3. Not to solicit and / or collaborate, directly and / or indirectly, any employee of Ayalon Highway and / or its representatives and / or anyone on its behalf and / or any other party to set prices artificially and / or non-competitively.
4. That they did not act contrary to paragraphs 1-3 above in this Tender.
5. In the event that a reasonable suspicion shall arise that the Participant, or any of its representatives acted contrary to paragraph 1-3 above, Ayalon Highway reserves the right, at its sole discretion, not to include the Participant in the Tender process and / or in any other proceeding and / or not to accept its Proposal and / or cancel at any time its award in the Tender and / or cancel at any time the Agreement.
6. It is the sole responsibility of the Participant to inform its shareholders, directors, officers, employees, subcontractors, representatives, agents and any other third party acting on its behalf about the contents of this document.

Name of the signatory	Name of the Participant	Date
-----------------------	-------------------------	------

**Confirmation by an attorney**

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



---

Name of the attorney

---

Date

---

Stamp & signature





**Appendix 7**

To:  
Tenders Committee  
Ayalon Highways Co. Ltd.

Dear Sir/Madam,

**RE: An Affidavit Concerning the Bidder's Status and Experience**

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 its Proposal to E-Tender (Online) No. 51/22 for the supply, implementation & support of a Charging Management System for bus depots (hereinafter: "**The Tender**").
2. I hereby declare that the Bidder is not in receivership, suspension of proceedings, bankruptcy or liquidation and not facing any pending applications of this kind, or insolvency, nor have foreclosures been imposed on the Bidder's assets at a rate higher than its shareholders equity.
3. The Bidder Employs at least 10 professional employees.

#	Name of employee (initials shall suffice)	Job description
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		



11		
12		

4. The Bidder developed the proposed System.
5. The Bidder has at least 3 years of experience managing Charge Points, via its proposed System.
6. The System proposed by the Bidder has been managing, for at least six consecutive months during the 12 months preceding the Deadline for Submission of Proposals:
  - 6.1 at least 500 Charge Points for any type of vehicle.
  - 6.2 at least 3 different types of Charge Points manufacturers.
  - 6.3 at least 100 Charge Points for Vehicles, accumulated for 3 different clients.
  - 6.4 at least 5 Depots each with at least 10 Charge Points for Vehicles.
7. **The following table demonstrates compliance with Section 5-6 above:**

#	Name of Client	Name and Location of Depot	System is operative in Depot location from date (mm/yy) to (mm/yy)	No. of Charge Points at Depot location	No. of sockets in each Charge Point	Type of Charge Point [kW and AC/DC]	Name of manufacturer of Charge Points	How many of Charger Points at location are <u>for buses</u> ?	Name of the Client's contact person and his contact details (cell phone, email)
1									
2									

3									
4									



8. The terms in this affidavit shall have the meaning hereby assigned to them in the Tender, as follows:

“**Charge Points**” – charger points, each with one or more sockets.

“**Employs**” – an employer-employee relationship.

“**Depot**” - overnight parking area for at least 10 Vehicles.

“**System**” - a system which fully complies with the demands stipulated in Volume C.

“**Vehicles**” – Meeting the following cumulative conditions:

(1) Driven/operated in predefined routes based on a recurring schedule. “**route**” = a defined path for getting from a starting point to a destination in an urban environment, which is not inside an enclosed site (e.g. – within a campus, hospital, etc.).

(2) Driven by professional drivers as part of a commercial operation.

(3) Charged in designated Depots.

9. The information provided by the Bidder in Volume D (Quality Measurements Compliance Table), is correct and accurate.

10. 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 8**

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

To:  
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 its Proposal to E-Tender (Online) No. 51/22 for the supply, implementation & support of a Charging Management System for bus depots (hereinafter: **"The Tender"**), as 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 preceding, the following are the entities and/or corporations related directly and/or indirectly to the Bidder and/or its staff and/or those 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, including any relationship with any of the Company's advisors for this Tender, as specified in Appendix A1 of Volume B (the Agreement):

<b><u>The entity</u></b>	<b><u>The essence of the relationship with the entity and/or on its behalf</u></b>
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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 9**

**Declaration Concerning the Terms of Participation in the Tender as part of the "Dekel Tender" System.**

1. I confirm that I have carefully read all of the tender documents above and that I know that all the tender documents, **including this appendix**, without exception, are an inseparable part of the tender documents and all that it implies.
  2. This Tender is managed through the internet website "Dekel Tenders" at the address <https://bids.dekel.co.il/ayalon>. (hereinafter: "the website address").
  3. Herein are the stages of the Tender, as these are managed by this website, as follows:
    - 3.1. Registration on the "Dekel Tenders" website and issuance of a personal username and password for the participant. It should be emphasized that Bidder entry will be executed solely utilizing the username and password.
    - 3.2. Review of the Tender Documents and the threshold conditions.
    - 3.3. Registration to the Tender through the website and reception of documentation (return delivery) confirming that the participant has registered to the Tender.
    - 3.4. The procedure for joining: All of the Tender Documents, including the appendices and other pertinent documentation, should be downloaded from the designated tab. The Bidders will print and fill out all of the Tender Documents as per the guidelines detailed in the Terms of Tender Volume. After filling out and signing the documents and adding all of the required documents, the documentation is to be scanned at a quality that enables comfortable reading and submits them in the designated tab according to the following classification: Compulsory documents, a response to clarification questions (will be published according to the date set for the response), additional announcements and elective documents.  
**It should be clarified and emphasized that the automated Dekel Tender System does not examine the content of the document submitted or its compatibility to tender requirements, and it is solely the Bidder's responsibility to do so.**
  - 3.5. The system will sign, encode and send the Bidder's proposal in an encoded manner such that any other entity cannot observe it before the date has arrived by opening the Tender Proposal Inbox by the Tenders Committee and/or those authorized on its behalf.
  - 3.6. Sending a single proposal. It should be clarified and emphasized that the submission of several proposals by the same participant will not be allowed **and that after submitting the Bidder's proposal through the Dekel Tender System, the system will be locked to prevent the submission of additional documents by the Bidder.**
4. **For any question, please contact Mrs. Katya Goldovich 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:** \_\_\_\_\_





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

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

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

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