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Document "A"

E-Tender (Online) No. 15/21

A Framework Tender for the Supply, Integration,
Operation and Maintenance for a MTMS
(Metropolitan Traffic Management System)
and its Modules

Terms of Tender Volume

Updated Version: May 2021

1. **Introduction**

1.1. **General**

Ayalon Highways Co. Ltd. (hereinafter: "**The Company**" or "**Ayalon Highways**") hereby invites receipt of proposals for a framework Tender for the supply, integration, operation and maintenance for a Metropolitan Traffic Management System ("**MTMS**") and its Modules, all as per the specifications contained in the Tender Documents (the "**Services**").

1.2. **Background**

1.2.1. The Company is a governmental company, fully owned by the State of Israel. The Company is charged with promoting the planning and execution of transportation projects and serves as the operational arm of the Ministry of Transport.

1.2.2. 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.

1.2.3. Traffic management in the Tel Aviv, Israel metropolitan area is currently fragmented and handled by various responsible authorities, companies, or municipalities, which creates a situation of inefficient management. Therefore, the Company wishes to establish a metropolitan traffic management center in Tel-Aviv metropolitan area ("**Mantam**"), in which representatives from various authorities and organizations will manage and oversee real-time daily traffic throughout the metropolis.

1.2.4. The Mantam needs a new central management system, to be called MTMS, to manage and coordinate mobility, traffic flow, event management and incident response, especially along major, frequently congested routes across the metropolis. Existing highway and traffic signal management modules should become interconnected, to create a real-time traffic situation snapshot, process and display integrated data, and apply available state-of-the-art technology, including online analysis, forecasting and simulation, towards intelligent transportation network management.

1.3. Tender purpose

- 1.3.1. In light of the above, and as part of the Company's activities to promote useful technological solutions in the realm of transportation, the Company hereby requests proposals from any eligible Participant for the customization, supply, integration, operation and maintenance of a MTMS and its Modules, all as described in the Tender Documents. Participants may submit a proposal for the MTMS ("**Category A**") and/or for one or more of the Individual Module(s) ("**Category B**") all as more fully described in **Document C**.
- 1.3.2. The Company shall engage with the winning Participants in Framework Agreements for providing the different modules and Services, from time to time, according to the Company's needs. The Framework Agreement is attached hereto as **Volume B** to the Tender Documents and is subject to Specific Invitations as described below.
- 1.3.3. All Bidders who meet the Tender requirements of Category A and/or B, including the threshold conditions and submission requirements, shall be declared winning Bidders of that category and the Company will enter into Framework Agreements with all of them, so that all are included in the Pool of Framework Suppliers for such category. The Company will, from time to time, and according to the Specific Invitation mechanism detailed below, choose a Supplier from the Pool of Framework Suppliers for the relevant category, for the purpose of the execution of a Specific Task, in accordance with the system's modules described in this Tender and/or similar modules that will be required by the Company in the future (whether relating to the MTMS, or using the proposed module(s) for other purposes or projects to be executed by the Company). The Specific Invitation will include a definition of the scope of work required for the execution of the Specific Task, and the Framework Suppliers shall be required to demonstrate their proposed module(s).
- 1.3.4. It is hereby clarified, that due to the special technological complexity and innovative aspects of the MTMS, the Tender Documents do not determine the required solution or its features, but rather the requirements which the proposal must comply with. Also, as part of

the Company's Specific Invitation for a Specific Task, the Company may define qualities, terms and conditions which may be mandatory requirements to the proposed system's modules, may examine and test the proposed system's modules, and may require certain performance levels in relation to the compatibility of the Bidder.

1.4. **Definitions**

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

Authorized State	-	A state which has full diplomatic relations with the State of Israel
Bidder/Participant	-	Any party that submits a proposal to the Tender
Bidders' Meeting	-	An online Participants conference (participation is not mandatory)
The Company/Ayalon Highways	-	Ayalon Highways Co. Ltd.
The Company's Website	-	www.ayalonhw.co.il
The Dekel Tender System		The electronic e-tender system operated and maintained by "Dekel" company as described in Section 11
The Framework Agreement	-	The contractual agreement attached as " Document B " to the Tender Documents
Framework Supplier/Supplier	-	Any Bidder who was declared a winning Bidder in the Tender, for one or more of the categories, and with whom the Company shall execute a Framework Agreement

Individual Modules	Any module which is part of the MTMS Core Modules or any Non-Core Module
Non-Core Module	Any module specified in Document C that is not a MTMS Core Module, as well as any other module which can integrate with the MTMS and may enhance Mantam's services
Pool of Framework Suppliers	- All Framework Suppliers chosen in this Tender, or later added by the Company to the Pool
Proposal	- The proposal to the Tender submitted by each Participant in accordance with the terms of the Tender Documents
Proposed Solution	The Bidder's proposed solution for the implementation of the "MTMS Core Modules" or for the implementation of one or more of the MTMS Individual Modules
Specific Agreement	- A contractual agreement to be signed between the Company and the Framework Supplier who is awarded the Specific Task following a Specific Invitation. The form of Specific Agreement is attached as Appendix C of the Framework Agreement
Specific Invitation	- As defined in Section 3 below
Specific Task	- A task for the provision of specific system's module(s) that is (are) the subject of the Tender, to be executed by a Framework

		Supplier, chosen according to the Specific Invitation mechanism
Compliance Table	-	The table attached as <u>Document D</u> of the Tender Documents, which the Bidder must address and attach as part of its Proposal, detailing the Bidder's Proposed Solution
The Tender	-	This Tender issued by Ayalon Highways, all of its appendices, documents and updates and the clarifications attached to it
Tenders Committee	-	The Tenders Committee of the Company

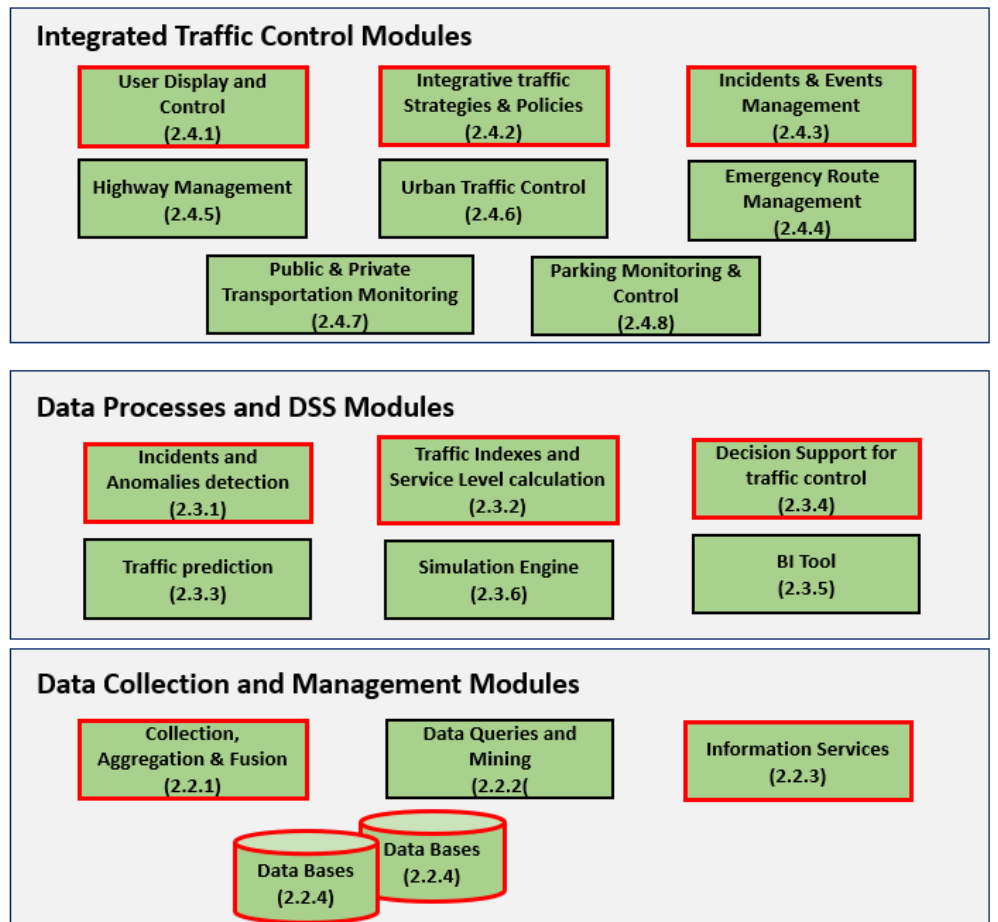
1.5. **Framework Categories**

1.5.1. For the purpose of this Tender, the Company seeks to form a Pool of Framework Suppliers in two separate categories:

1.5.1.1. Category A – A MTMS that consists of at least the MTMS Core Modules.

1.5.1.2. Category B - Individual Modules

1.5.2. The following diagram describes the different MTMS modules:



Highlighted in red frames are the MTMS Core Modules (Category A). All green modules, as well as any other module which can integrate with the MTMS and may enhance Mantam's services, can be proposed by the Bidder as Individual Modules (Category B).

The numbers in parentheses represent the paragraph numbers in Document C of the Tender, which describe the module content and requirements.

- 1.5.3. Bidders may submit Proposals for providing the full set of the MTMS Core Modules of Category A (with or without additional modules) and/or a proposal for one or more Individual Module(s) of Category B.
- 1.5.4. Bidders that submit a Proposal for Category A, will be deemed to have submitted a Proposal for Category B as well, regarding each and every module (MTMS Core Modules and Non-Core Modules) contained in

their Proposal for Category A, and there is no need for such Bidders to submit a separate proposal for Category B regarding these Individual Modules.

1.6. **Period of Engagement**

Subject to the provisions for termination as provided in the Tender Documents, the term of engagement between the Company and the Framework Suppliers shall be 24 months commencing on the date on which the Company signs the Framework Agreement (“**Period of Engagement**”). The Company reserves the right, at its sole and absolute discretion, to extend the Period of Engagement for up to 3 additional periods of 12 months each, all as specified in the Framework Agreement.

1.7. **Timetable**

The planned timetables for the proceedings are as follows:

- | | | |
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| Bidders' Meeting | - | May 27, 2015 at 15:00 (Israel local time) . 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 | - | June 14, 2021 no later than 15:00 (Israel local time) |
| The Deadline for Submission of Proposals | - | July 5, 2021 no later than 15:00 (Israel local time) |

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

2. **Tender Documents**

2.1. These documents comprise the tender documents (the: “**Tender Documents**”):

2.1.1. Document A - the terms of the Tender volume, and its appendices (this document):

2.1.1.1. Appendix 1 - Bidder Profile Form;

2.1.1.2. Appendix 2 - Proposal Form;

- 2.1.1.3. Appendix 3 - The Bidder's Declaration Concerning an Understanding of the Terms of the Tender;
- 2.1.1.4. Appendix 4 - Attorney Confirmation;
- 2.1.1.5. Appendix 5 - Affidavits under the Public Entities Transactions Law, 5736-1976;
- 2.1.1.6. Appendix 6 – Participant's Statement;
- 2.1.1.7. Appendix 7 - An Affidavit Concerning the Bidder's Status and Experience;
- 2.1.1.8. Appendix 8 - A Declaration Concerning the Absence of Conflict of Interest;
- 2.1.1.9. Appendix 9 - A Declaration Concerning the Terms of Participation in the Tender as part of the "Dekel Tender" System.
- 2.1.2. Document B - The Framework Agreement;
- 2.1.3. Document C - Concept and Scope of MTMS;
- 2.1.4. Document D - Compliance Table.
- 2.2. All Tender Documents, whether attached, 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 or any other objective.
- 2.3. A set of the Tender Documents may be downloaded (at no charge) from the Company's Website. **Proposals will be submitted by means of the Dekel Tender System, as explained in Section 11 below.**
- 3. **A Specific Invitation for the Execution of a Specific Task**
 - 3.1. This phase will be conducted following conclusion of the Tender proceedings and relates to Framework Suppliers only, with whom a Framework Agreement has been signed and who have entered into the Pool of Framework Suppliers.

- 3.2. As detailed herein, after completion of the Tender proceedings and forming the Pool of Framework Suppliers for each Category, the Company shall be entitled to issue, among the Framework Suppliers (all or part of) of each Category, from time to time, in accordance with its needs, a Specific Invitation for the supply of one or more system modules as defined by the Company and provision of the Services with relation to such modules, all at the Company's sole discretion.
- 3.3. **While the Company is not committed to a certain course of action, it is currently its intention to issue, at the first stage, a Specific Invitation to the Suppliers listed in Category A, and only once a winner is chosen and the capabilities of the proposed MTMS are known, to issue additional Specific Invitations to the Framework Suppliers listed in Category B, in order to choose Suppliers for Individual Module(s) to be integrated with the MTMS.** For the avoidance of doubt it is clarified that Specific Invitations to the Framework Suppliers listed in Category B may include a Specific Task for the provision of an Individual Module which is a MTMS Core Module, inter alia, in the event that Company would like to choose such a module from Category B Framework Suppliers, in lieu of the module offered by the winner of Category A.
- 3.4. As part of the Specific Invitations, the Company will be entitled to set additional requirements, aside from the bid price, for determining the Supplier to be awarded the execution of a Specific Task, including consideration of certain criteria in relation to the compatibility of the proposed Bidder and/or the system's modules. It is hereby clarified, that the requirements specified in Documents C and D are **minimal requirements**, and that such requirements do not derogate from the Company's right to set additional requirements and mandatory features in its Specific Invitations, including whilst testing the Proposed Solutions.
- 3.5. After the Company formulates a planning package for execution of a Specific Task that will contain a detailed description of the system's modules required as part of said task, the Company will distribute among the Framework Suppliers a Specific Invitation regarding the execution of a Specific Task, containing the scope of the system's modules, technical specifications and special provisions relating to the Specific Task. These documents will be conveyed to the Framework Suppliers by any means chosen by the Company, at its sole and absolute discretion. The Specific Invitation documents will also contain the deadline for submission of proposals by the Framework Supplier.

- 3.6. The Bidder's proposal for the Specific Invitation will be examined pursuant to the provisions of this clause and other provisions of the Tender and/or the Specific Invitation.
- 3.7. Following inspection of the proposals submitted to the Specific Invitation, the Company will determine which among the Framework Suppliers will be awarded the execution of the Specific Task and a Specific Agreement shall be executed between the Company and the winning Framework Supplier.
- 3.8. Framework Suppliers of the relevant Category will be obligated to participate in each Specific Invitation that will be conveyed to them by the Company as part of the Framework Agreement. In the event that a Framework Supplier failed to participate in a Specific Invitation which was conveyed to him by the Company, the Company will be entitled to remove him from the Pool of Framework Suppliers, at the Company's sole discretion, and without prejudice to any other remedy.
- 3.9. A Framework Supplier who has been removed from the Pool of Framework Suppliers by the Company or whose Specific Task has been terminated or canceled for any reason, will not have any claim against the Company. By submitting its Proposal in this Tender, the Framework Supplier waives any claim and / or demand against the Company regarding such decision.
- 3.10. It is further clarified that the Tenders Committee, in the context of a written reasoned decision, will be entitled to include only some of the Framework Suppliers in the Specific Invitation, and shall be entitled to consider among its considerations: the capacity and experience of the Bidder in the execution of similar works including previous works executed for the Company and/or other public entities; its organizational and economic capabilities and any other consideration or reasoning that the Company may deem appropriate and correct, including those detailed in section 3.11 below.
- 3.11. Additionally, the Company will be entitled to assign tasks to a certain Framework Supplier without conducting the above mentioned mechanism among the Framework Suppliers, including in case the Company, at its sole discretion, believes that the execution of the said task cannot be assigned to other Framework Suppliers, because of the burden of activity facing one or more Framework Suppliers that would prohibit meeting the requested timetable, cause a delay of delivery of other projects, or cause execution of works at a quality deemed unsatisfactory by the Company, or in those

circumstances in which uniformity is required for the sake of cost savings and efficiency, etc.

4. **Assigning Specific Tasks**

- 4.1. **It is hereby clarified that this Tender does not establish towards the Framework Suppliers any commitment, except the commitment of the Company to incorporate them in the Pool of Framework Suppliers, from which the Company may select from time to time and in accordance with the provisions of this Tender, the Framework Supplier with whom it will engage for execution of a Specific Task. Inclusion in the Pool of Framework Suppliers does not guarantee any Framework Supplier that the Company will convey any Specific Task for execution whatsoever.**
- 4.2. The Company is incapable of knowing and/or presenting at this time the Specific Tasks for execution which will be conveyed for execution by the Framework Suppliers, their financial scope and/or their nature. The scope of each Specific Invitation will be known and finalized only closer to their date of publication.
- 4.3. It is further clarified that the execution Specific Tasks as per the provisions of this Tender, is subject to receiving the budgetary approvals suitable for their execution.
- 4.4. To dispel any doubt, the Company is entitled to procure the system's modules or any part thereof on its own or by means of third parties outside these proceedings and/or publish tenders and/or conduct additional proceedings with respect to the execution of any task whatsoever that could also be executed within the Tender framework, all at its sole discretion, and the Framework Suppliers are not granted exclusivity.
- 4.5. Submission of a Proposal in this Tender hereby consists the Bidder's undertaking and consent to that stated in Section 3 and this Section 4. The Bidder hereby waives any claim, demand and/or suit against the Company and/or those acting on its behalf regarding the provisions of this Tender.

5. **The Framework Agreement**

- 5.1. As stated above, the Company intends to enter into a Framework Agreement with all winning Bidders, at its sole discretion, who will be included in the Pool of Framework Suppliers in each Category.

5.2. The Framework Agreement is a framework agreement for the execution of Specific Tasks. Before the execution of each Specific Task, a Specific Agreement will be signed between the Framework Supplier and the Company.

6. **Priorities and Coordination**

6.1. The Company is entitled to convey to a Framework Supplier several concurrent Specific Tasks. In this event the Company will be entitled to determine priorities between the Specific Tasks and the order of their execution, and the Framework Supplier will execute them accordingly

6.2. The Framework Supplier will execute each Specific Task in accordance with the specifications defined by the Company in each Specific Task. In this context, it is clarified that the Framework Supplier will be required to be prepared for the execution of Specific Tasks pursuant to the Company's needs, as will be specified by the Company, including but not limited to the employment of several concurrent work teams and/or work at night.

7. **Complementary Tender**

7.1. It is clarified that in light of the nature of the system's modules that the Company may require, and the need for a dynamic response to projects in the fields relating to these modules, the Company reserves the right, at its sole discretion, to publish a Complementary Tender concerning the tendered system's modules (hereinafter: "**Complementary Tender**"), and the winning suppliers in the Complementary Tender will be added to the Pool of Framework Suppliers and in such case no priority will be given to proposals submitted by Framework Suppliers of this current Tender.

7.2. Nothing stated in this section will obligate the Company to publish a Complementary Tender as stated, and the publication of a Complementary Tender is at the sole and professional discretion of the Company.

7.3. Without derogating from the above, the Company retains the right, as part of a Complementary Tender, to add additional system's modules to those required in this Tender, and determine additional pools of framework suppliers in additional categories including the split of the Framework Suppliers into several pools, all as per its sole discretion.

8. **Threshold Conditions**

Any Participant who desires to submit a Proposal must demonstrate its compliance with all the threshold conditions set forth in Sections 8.1-8.3 below, as well as either the threshold condition in Section 8.4 (Category A) or Section 8.5 (Category B), as of the Deadline for Submission of Proposals:

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

OR

B. The Bidder is an entity (company or registered partnership) duly organized and validly existing under the laws of an Authorized State. In the event that a Bidder which is not incorporated in the State of Israel will be declared as a winning Bidder, the engagement of the Company with such Bidder will be subject to registration of the Bidder in Israel as a Foreign Company or as a Foreign Partnership (as applicable), as these terms are defined in the Companies Law, 5759-1999 or The Partnerships Ordinance [New Version], 5735-1975, respectively.

8.2. 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.

8.3. 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.

8.4. Threshold Condition – MTMS – Category A: The Bidder has developed a MTMS which includes at a minimum, all the MTMS Core Modules, and such MTMS has been in operation in at least 2 Metropolitan Traffic Control Projects for at least 2 of the 3 years preceding the Deadline for Submission of Proposals.

For the avoidance of doubt, the MTMS **may** include **additional** modules, including the Non-Core Modules specified in Document C.

8.5. Threshold Condition – Individual Module(s) - Category B: The Bidder has developed the Individual Module and such Individual Module has been in operation in at least one Metropolitan Traffic Control Project for at least 2 of the 3 years preceding the Deadline for Submission of Proposals.

8.6. Definitions in relation to the Threshold Conditions in Sections 8.4 and 8.5 above:

8.6.1. **MTMS Core Modules:**

1. Data Collection and Data Management modules, which include:
 - 8.6.1.1. Collection, aggregation & fusion;
 - 8.6.1.2. Information services;
 - 8.6.1.3. Internal data base(s);
2. Data Processing and Decision Support System (DSS) modules, which include:
 - 8.6.1.4. Incidents and anomalies detection;
 - 8.6.1.5. Traffic indexes and service levels calculation;
 - 8.6.1.6. Decision support for traffic control;
3. Integrated Traffic Control modules, which include:
 - 8.6.1.7. User display and control;
 - 8.6.1.8. Integrative traffic strategies & policies;
 - 8.6.1.9. Incidents and events management;

Each as more fully described in Document C of the Tender Documents.

8.6.2. **Metropolitan Traffic Control Projects** shall mean, a project with the following minimum characteristics:

- 8.6.2.1. Metropolitan population of over 1 million residents;
- 8.6.2.2. Control and Management of more than 35Km highway length with at least 10 interchanges and more than 300 intersections with traffic lights.

8.7. For the purpose of submitting a Proposal for Category A only, the Bidder may be a Joint Venture (as defined below).

“Joint Venture” - A non-registered partnership of two or more 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 one of the members of the Joint Venture, to which the stamp of each one of the said Joint Venture members will be affixed.

If a Proposal is submitted by a Joint Venture, then the threshold condition specified in Section 8.1 (A or B) above, must be met by each member of the Joint Venture; the threshold condition specified in Section 8.2 above must be met by the member(s) incorporated in the State of Israel; the threshold condition specified in section 8.3 must be met by each member of the Joint Venture; and the threshold conditions specified in Sections **שגיאה! מקור** 8.4 must be met by at least one of the members of the Joint Venture. Additional provisions relating to submissions by joint ventures are set forth in Section 10.2.10.

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.

9. **Examination and Evaluation of the Proposals**

The Proposals will be reviewed by the Company, which may use external experts, professional advisers and consultants. Selection of the winning Proposal(s) will be performed as follows:

9.1. **Examining the Bidder's Compliance with the Threshold Conditions**

The Bidder's compliance with the threshold conditions will be examined pursuant to the Proposal, including the affidavits attached to the Bidder's Proposal and the Bidder's Compliance Table (Document D). The Company reserves the right to turn to those Bidders for which there is doubt as to their compliance with the threshold conditions, among other things, for purposes of receiving pertinent explanations concerning their Proposal and said compliance with the threshold conditions. It is expressly clarified that the Company has sole discretion to decide if a Bidder has demonstrated the minimal capabilities required for the threshold conditions, *inter alia* determining if an Individual Module proposed by a Bidder, which is not listed in the diagram in Section 1.5.2 above, can be accepted in Category B.

9.2. **Examination of Submission Requirements**

Bidder's compliance with all submission requirements of the Tender will be examined. Without derogating from any of the Company's rights under this

Tender or by law, the Company may, at its sole discretion, reject a Proposal if its description in the Compliance Table (Document D) is lacking in the Company's opinion, even if it appears that the threshold conditions have been met.

- 9.3. All Bidders who have complied with the threshold conditions, shall be declared winning Bidders, and will be entered into the Pool of Framework Suppliers once the Framework Agreement attached as **Document B** to the Tender Documents, will be executed by the Company.

10. **Documents to be Attached to the Proposal**

- 10.1. To demonstrate Bidder's compliance with the threshold conditions of the Tender, and examine the Proposals in accordance with the terms of the Tender, the Bidder will attach to its Proposal all the required certifications and documents, including the following:

10.1.1. For proof of the Bidder's compliance with the threshold condition in Section 8.188.1 above, the Bidder will attach to its proposal an authorized dealer certificate and/or documents of incorporation of the Bidder as well as the current extract from the Corporate Registry or the Partnership Registry, as applicable.

10.1.2. For proof of the Bidder's compliance with the threshold condition in Section **שגיאה! מקור ההפניה לא נמצא.** 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.

10.1.3. For proof of the Bidder's compliance with the threshold conditions in Section 8.3 above, and Section 8.4 for Category A or Section 8.5 for Category B, the Bidder will attach to its Proposal, a signed and verified affidavit in the form attached as **Appendix 7** of the Tender Documents.

- 10.2. In addition to the documents listed in Section 10.1 above and any other documents required in this Tender, the Bidder must also submit the documents listed below:

10.2.1. The Bidder's profile form attached as **Appendix 1** of the Tender Documents.

- 10.2.2. A complete and signed Proposal form, attached as **Appendix 2** of the Tender Documents.
- 10.2.3. The Bidder's declaration concerning an understanding of the terms of the Tender, in the form attached as **Appendix 3** of the Tender Documents.
- 10.2.4. Valid certification of tax deduction at source.
- 10.2.5. Attorney certification, in the form attached as **Appendix 4** of the Tender Documents, specifying the following -
 - 10.2.5.1. Execution of the Services and the contracting in this contractual agreement for their execution falls within the authority of the Bidder;
 - 10.2.5.2. Names of the Bidder's managers;
 - 10.2.5.3. Details of the Bidder's owners;
 - 10.2.5.4. Confirmation that the signatories on the Proposal and Tender Documents are indeed authorized, and their signature obligates the Bidder for all intent and purpose.
- 10.2.6. Participant's Statement, in the form attached as **Appendix 6** of the Tender Documents.
- 10.2.7. A declaration concerning the absence of conflict of interest, in the form attached as **Appendix 8** of the Tender Documents.
- 10.2.8. 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.
- 10.2.9. **The Bidder must submit Document D, after filling in all required information as detailed as possible. It will be acceptable to attach film clips that illustrate the capabilities of the proposed system's module, photographs and any referral to the Bidder's catalog concerning details pertinent to the technical capabilities of the proposed system's module and any other accompanying and/or supportive material to Document D.**

- 10.2.10. Bidders who are a Joint Venture must attach to their Proposal the executed joint venture agreement between the members.
- 10.3. All Tender Documents, as detailed above, will be signed by the authorized signatories of the Bidder and affixed to the Proposal. Pages not containing a printed space for the signature, will be initialed only. Pages containing a printed space for the signature, including the Framework Agreement, will be signed under the full name, and accompanied by a corporate stamp (if a corporation) and according to the Bidder's regulations. A place where attorney and/or CPA certification is required will be filled out and signed by the attorney and/or CPA.
- 10.4. The Bidder must ensure that the identifying number in all documents submitted, including VAT registration (authorized dealership certificate) and income tax (bookkeeping certificate), will be identical. If and to the extent there is no match in the ID number, a certificate/explanation from the competent authorities will be attached.
- 10.5. All of the documents mentioned above will be submitted, together with the Proposal by the Bidder and all of the Tender Documents. Should any Proposal be submitted without all of the above-mentioned requested documentation, the Tenders Committee is entitled, but not obligated, to reject said Proposal solely for this reason, and not review it.
11. **E-Tender (Online)**
- 11.1. 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.
- 11.2. 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.

- 11.3. It should be clarified that insofar as the Participant has registered in the Dekel Tender System in the past, there is no need for any renewed registration.
- 11.4. 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.
- 11.5. 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 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.
- 11.6. 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.
- 11.7. The Bidder must scan all of the signed Tender Documents, as specified in Section 210.3 above, including tender appendices, and attach all of the required documents for the purpose of supporting the Proposal and as proof of threshold compliance.
- 11.8. 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.

12. **Submitting a Proposal**

- 12.1. 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 1.7 above, the Dekel Tender System will be locked, and proposals will no longer be accepted for submission.
- 12.2. 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 any other document required according to the Tender Documents.

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. **Contradictions and/or Discrepancies**

- 14.1. Insofar as it is the Bidder's belief that the Tender Documents contain contradictions or ambiguities, the Bidder may appeal in writing up to the date specified in Section 1.7 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 11 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,

and will be available for Bidders' reference together with the Tender Documents. Bidders are obligated to keep current with the Company's publications in connection with the Tender.

- 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.

15. **Bidders' Meeting, Clarifications and Changes**

- 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 according to the details that will be published in the Dekel Tender System and in 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. It should be clarified that the Company, at its sole discretion, will be entitled to conduct additional Bidders' Meetings.

- 15.4. 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. 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.
- 15.5. 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.
- 15.6. 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.
- 15.7. Bidders will be required to confirm receipt of any notification and/or response from the Company within two days from receipt.
16. **General**
- 16.1. **Commercial Secret Copy**
- 16.1.1. The Bidder is entitled to submit one additional copy of the submitted documents, 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.
- 16.1.2. 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.

16.1.3. 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.

16.1.4. 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.

16.2. Validity of Proposals - The Bidder's Proposal will remain valid, irrevocable, for a period of six months, unless the Bidder agrees to the Company's request, to extend its validity. If the Bidder disagrees to the Company's request to extend the validity of the Proposals, the Proposal submitted by the said Bidder will be rejected, and the Company will be entitled to continue the Tender proceedings.

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 and/or employee responsible to said individual, 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.

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, 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 not elect as a winning Bidder in this Tender, or not to award a Specific Task to a certain Framework Supplier, even if said Bidder/Supplier has proven compliance with all of the terms and conditions to be declared a winner, and this may be, *inter alia*, because of the Company's bad experience with the Bidder/Supplier and/or its acquaintance with said Bidder/Supplier, or in the case of a corporation, because of any bad experience with any of the individuals and entities controlling it and acting on its behalf and/or associated with them. The Company is also entitled to withhold award due to bad experience of other public entities with the Bidder/Supplier 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, 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. Submission of a Proposal will be interpreted, *inter alia*, as consent to each one of the terms, conditions and stipulations detailed above.
- 18.10. It is hereby clarified that all the Tender conditions and Company's rights as stipulated in this Tender, will apply with regard to the Specific Invitations, subject to required modifications.

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 Proposals will be prepared and submitted pursuant to any law, and 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.

Itamar Ben Meir

General Manager



Appendix 1

Bidder Profile Form

Name: _____ Corporate ID /Authorized Dealer No.: _____

Place of incorporation (if incorporated): _____

Year founded: _____

Bidder's Address: _____

Telephone: _____ Fax: _____

Email: _____

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

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.

Names of the authorized signers on behalf of the corporation:

The Bidder's Signature:



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Appendix 2

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 Framework Tender No. 15/21 for the Supply, Integration, Operation and Maintenance for a MTMS (Metropolitan Traffic Management System) and its Module(s) (hereinafter: "**The Tender**" and "**The Systems**," 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 is accepted and we are included in the Pool of Framework Suppliers, we will participate in any Specific Invitation which will be conveyed to us, and that we will perform all services in accordance with the Tender, Specific Invitation, and Specific Task specifications.
4. We hereby declare that that if our Proposal is accepted, we will be committed to the Framework Agreement, and will not transfer to another party a right from our rights under the Framework 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 be valid until the date specified in Section 16.2 of Document A of the Tender Documents. 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



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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 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 Framework Tender No. 15/21 for the Supply, Integration, Operation and Maintenance for a MTMS (Metropolitan Traffic Management System) and its Module(s), 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. We hereby undertake to supply the Services in accordance with the terms of the Tender Documents, including the Framework Agreement and the Specific Invitations.
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 Framework 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.



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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 a Framework Agreement with the Company as part of E-Tender (online) No. 15/21 for the Supply, Integration, Operation and Maintenance for a MTMS (Metropolitan Traffic Management System) and its Module(s), falls within the powers of the Bidder.
2. The names of the Bidder’s managers are: _____
3. The names of the persons whose signatures obligate the Bidder are:

4. The manner of the signature obligating the Bidder is: _____
5. The Bidder’s owners are: _____
6. The signatures of _____ as well as of _____, who have signed before me on this Proposal and the Framework 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 the E-Tender (online) No. 15/21 for the Supply, Integration, Operation and Maintenance for a MTMS (Metropolitan Traffic Management System) and its Module(s) (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 the E-Tender (online) No. 15/21 for the Supply, Integration, Operation and Maintenance for a MTMS(Metropolitan Traffic Management System) and its Module(s) ("**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 Bidder¹.
 - 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

¹ 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".

obligations under Section 9 of the Equal Rights Law and, if necessary, to receive instructions on their implementation.

- If the Bidder employs at least 100 employees and has previously undertaken to contact the Director-General of the Ministry of Social Affairs and Social Services to examine the implementation of his obligations under Section 9 of the Equal Rights Law, which states that he has applied as required and 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 by 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

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

In the event that a reasonable suspicion shall arise that the Participant, or any of its representatives acted contrary to paragraph 1-3 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 Framework Agreement / Specific Task.

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

Name of the signatory Name of the Participant Date

Confirmation by an attorney

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



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Name of the attorney

Date

Stamp & signature

Appendix 7

Date: _____

To:
Tenders Committee
Ayalon Highways Co. Ltd.

Dear Sir/Madam,

RE: **An Affidavit Concerning the Bidder's Status and Experience**²

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 Framework E-Tender (online) No. 15/21 for the Supply, Integration, Operation and Maintenance for a MTMS (Metropolitan Traffic Management System) and its Module(s) (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 wishes to submit a Proposal for (mark the suitable box):

Category A - I hereby declare the following:

The Bidder has developed a MTMS which includes at a minimum, all the MTMS Core Modules, and such MTMS has been in operation in at least 2 Metropolitan Traffic Control Projects for at least 2 of the 3 years preceding the Deadline for Submission of Proposals.

Category B – I hereby declare the following:

The Bidder has developed the Individual Module(s) described below and each such Individual Module has been in operation in at least one Metropolitan Traffic

²The meaning and definition of the terms in this affidavit are as per their definition in Document A of the Tender Documents

Control Project for at least 2 of the 3 years preceding the Deadline for Submission of Proposals.

The Individual Module(s) being proposed:

1. _____
2. _____
3. _____

4. Below are details of each relevant Metropolitan Traffic Control Project that complies with the threshold conditions of the Tender (for Category A or B):

*Bidder must describe past experience, inter alia the scope of activity in operating a similar array, including at least references to the subjects contained in the table below. Bidder must attach to this affidavit **a separate table** (in this format only) **for each Metropolitan Traffic Control Project**, which the Bidder wishes to demonstrate.*

Title	Description	References (should be numbered/titled and attached)
The name of the Project	The system or systems with which the Bidder wishes to demonstrate its capabilities	
The metropolis where the Project was implemented	Name of the metropolis and number of residents	
Operation starting date MM/YY Operation end date MM/YY (if applicable)		
The operational and managerial entity	The name of the client including a contact person and his contact details (phone, email)	

<ul style="list-style-type: none"> - Main module(s) and capabilities developed by the Bidder - Description of the system into which the module(s) was integrated 	<p>Detailed scope of main modules and capabilities implemented in the system</p>	
<p>Project scale</p>	<p>The length of the main highways controlled and managed by the system</p>	
	<p>The number of interchanges controlled and managed by the system</p>	
	<p>Number of traffic light intersections controlled and managed by the system</p>	

5. 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.



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The Attorney's Signature & Stamp

Appendix 8

A Declaration Concerning the Absence of Conflict of Interest

Date: _____

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 Framework E-Tender (online) No. 15/21 for the Supply, Integration, Operation and Maintenance for a MTMS (Metropolitan Traffic Management System) and its Module(s) (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:

:

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

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

Date

Name of the declarant

ID No.

Signature of the declarant

Attorney Affirmation

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

Date

Attorney Signature & Stamp

Appendix 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.



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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: _____