

Document A

Online Tender Number 12/20

**Master Service Tender for the Provision of Technical Solutions for Identifying the
Number of Passengers in a Vehicle**

Tender Conditions Booklet

Updated Version: February 2020

1. Preface

1.1. General

Netivei Ayalon Ltd. (hereinafter: “**the Company**” or “**Netivei Ayalon**”) hereby invites submissions for entrance into a master service agreement for the provision of technical solutions for identifying the number of passengers in a vehicle (hereinafter: “**the System**”), all as detailed in the tender documents.

1.2. Background

1.2.1. Nitivei Ayalon is a government Company responsible for promoting the planning and execution of transportation projects, and serves as the operational branch of the Ministry of Transport.

1.2.2. In June 2016, the Company became a government Company under the full ownership of the State of Israel. As a result, the Company’s fields of activity were significantly redefined and expanded in the framework of the Socio-Economic Cabinet decision from 9.3.2017 (Decision number 62/SE).

1.2.3. In accordance with the aforementioned decision, the Company constitutes an operational branch for execution of government tasks through the Ministry of Transport, and engages, among other things, in the planning, promotion, management, and execution of urban and metropolitan transportation projects, including those that promote public transportation and the reduction of the use of private vehicles across the country, as well as management, entrepreneurship, and development of projects in the fields of innovation and transportation technology, and adjustment of the infrastructure to technical developments in vehicles and road facilities.

1.2.4. Notwithstanding the aforementioned, and as part of the Company’s activity to promote applied technical solutions in the field of transportation, the Company requests in the framework of this tender to receive proposals for the provision of technical solutions for identifying the number of passengers in a vehicle, all in accordance with the tender conditions.

1.2.5. The Company will enter into a contract with the winning bidders, in a master service agreement for the provision of services as mentioned in the version attached as **Document B** of the tender documents, all in accordance with the tender provisions.

1.3. Tender objective

The objective of Nitivei Ayalon in this tender is to examine innovative technical solutions that will make it possible to identify, with a high level of accuracy, the number of passengers in the vehicles traveling on the road. Tender bidders will be required to meet the threshold conditions of the tender, pass a practical test for their solution, and furthermore, if declared as winners of the tender in accordance with its provisions, they will be included in the master service suppliers pool, from which Nitivei Ayalon will choose from time to time, and in accordance with the selection mechanism detailed below, a supplier for a determined and predefined execution task, which will include supply, installation,

and maintenance of the System which is the subject of the solution proffered in the framework of this tender.

It is hereby clarified that due to the unique technical complexity of the System that is the subject of this tender, the tender documents do not define the nature of the solution or its features, but only the functional requirements and accuracy levels that the technical solution is to meet, as well as several features and conditions that constitute requirements for the System that is the subject of the proposed solution detailed in paragraph 1.5 below, and the bidders are invited to propose various solutions from a range of fields, subject to meeting the aforementioned mandatory requirements.

1.4. **Definitions**

For the purposes of this tender, the meaning of the below terms will be as detailed below:

“The Company”/“Netivei Ayalon”	Netivei Ayalon Ltd.
“The Professional Committee”	A Professional Committee comprised of representatives of the Company and the Ministry of Transport (hereinafter: “the Professional Committee”), which will examine the Systems proposed in the framework of the tender, in accordance with the criteria detailed below;
“The Tender”	This Tender, published by Netivei Ayalon, with all its appendixes, documents, and updates and the clarifications attached to it;
“The Master Service Agreement”	The contract whose version is attached as Document B of the Tender documents;
“The Proffered System”/“the Proffered Solution”	A System for identifying the number of passengers in a vehicle, which will be proffered by the Bidder in the framework of this Tender, for all its components;
“The Technical Requirements Document”	The general Technical Requirements Documents for the System attached as Document C of the Tender documents;
“Master Service Supplier”/“Winning Bidder”	A Bidder (or anyone of the Bidders if there are several Winning Bidders), declared as a winner of the Tender, with which the Company will sign the master service agreement, and which will be included in the Company’s Master Service Suppliers pool.
“Methodology Document”	A Methodology Document that details the proffered concept for the supply of the System that is the subject of

	the Tender and for identifying the number of passengers in the vehicle, as detailed in paragraph 6.2 below;
“Continuing Bidders”	As defined in paragraph 6.2.8.1. below;
“Public Transportation Lanes”	Public transportation lanes
“The Services”	Services for the supply, installation and maintenance of a system for identifying the number of passengers in a vehicle, as detailed in the Technical Requirements Documents and the rest of the tender documents, as well as the Services to be defined in the framework of individual requests to be forwarded to the Winning Bidders in accordance with the mechanism detailed below;
“Accuracy Level”	The Accuracy Level of the proposed System as detailed in paragraph 3 of the Technical Requirements Document;
“Passengers Counting Station”	A unit of the System, to be installed at the location instructed by the Company, for all its components, including all components detailed in paragraph 8.9 below.

1.5. **Features and conditions that constitute mandatory requirements for the System that is the subject of the Proffered Solution:**

- 1.5.1. The Proffered System will be installed on the sides of the road and/or above it (the units are to be placed at the locations to be determined by the Company along the road, outside of the road users’ vehicles), and will operate without any interference by road users.
- 1.5.2. The number of passengers in the vehicles on the road will be identified via the proffered system, in accordance with any law, including the Privacy Protection Law of 1981, its amendments and the instructions of the Privacy Protection Authority, the traffic regulations, the Traffic Ordinance of 1961, and the Transportation Ordinance (Use of Cameras by a Local Authority for the Documentation of Unlawful Use of a Public Transportation Lane) of 2016;
- 1.5.3. The System will not maintain photos of passengers in the vehicle in any information database, unless the photos are completely blurred, in a manner that does not allow to identify the faces of the passengers in the vehicle, and in a manner that will not allow to restore and/or remove the aforementioned blurring.
- 1.5.4. As detailed in paragraph 8 below, after the completion of the Tender procedure and the selection of the Master Service

Suppliers, Netivei Ayalon will distribute to the Master Service Suppliers an individual request for the receipt of price offers for the supply of one or more systems at the locations to be instructed by the Company.

1.5.5. The maximum rate for the Proffered System, which the Master Service Suppliers will be entitled to offer during the entire period of the contract in the framework of the aforementioned Individual Request, will be 500,000 NIS (not including VAT) for one passenger counting station.

To remove all doubt, it is hereby clarified that the maximum price for one passenger counting station will constitute the maximum sum for the bidder's offer for the individual requests, and this sum will include (according to the type of system):

- a. Supply of all system components required for full operation of the proffered system, as detailed in the Tender documents and the bidder's offer, specifically the Methodology document submitted with the offer, including software, hardware and communication components.
- b. Licenses for each hardware and software components of the proffered system.
- c. Establishment of a central control and management system.

The control and management system included in the price of the counting station will include at least the following features and capabilities (hereinafter: "**the Basic Capabilities**"):

- a. Monitoring and control of the system components – on a basic level.
- b. Interfacing with external systems – on the basic level of making data accessible and receiving requests for information.
- c. Report issuance module – on a basic level, including support for manual issuance of all required reports.
- d. Module for handling of appeals – not required. Appeals will be handled via an external system.

To remove all doubt, in any case of an individual request, the control and monitoring system will have to include all other functions defined in the specification beyond the basic features, including receipt and unification of data from all counting stations according to road section, database with the ability to save data, accuracy of data, support of manual tests, etc.

The maximum price for a passengers counting station will not include:

- a. The system's installation costs

- b. Costs of routine operation and maintenance – the operation and maintenance cost will be limited to a rate of 15% of the cost of the system proffered in the framework of the individual request, per year.
 - c. Capabilities of the control and monitoring system, beyond the basic capabilities.
- 1.5.6. The system must pass the practical test to prove that it meets all functional standards detailed in the Technical Requirements Document attached as **Appendix C** of the Tender Documents.
- 1.5.7. The contract with the manufacturer of the core system
 - 1.5.7.1. Insofar as the Bidder is not the manufacturer of the core system, the Bidder may offer, as a precondition for its participation in the Tender, a system based on the manufacturer's core system on its behalf (hereinafter: "**the Sub-Supplier**"), provided that the Bidder is authorized to distribute in Israel the core system of the Sub-Supplier as mentioned above.
 - 1.5.7.2. It is hereby clarified that the participation of a specific system supplier (Sub-Supplier, as defined above) will not be permitted for more than one offer in the framework of this Tender. the Company may reject offers that include a core system of the same Sub-Supplier.
 - 1.5.7.3. To remove all doubt, even if a Bidder requests to present in its offer a proffered system that is based on the core system of a specific manufacturer as a Sub-Supplier, it will serve as the chief contractor, and will bear the sole responsibility to the Company for the fulfillment of all of its obligations according to the Tender and the Agreement, which will be signed between the Company and the Supplier only. In this regard, '**the Core System**' means the software required for the management of the proffered System and the running of all applications required for its operation.
- 1.5.8. Schedule

The schedules for the procedure are as follows:

Publication of the Tender	17.2.2020
Meeting of Bidders (participation is not mandatory).	1.3.2020 at 13:00
Last date for clarification questions	15.3.2020 at 12:00
Additional date for submission of clarification questions	5.4.2020, at 12:00
Last date for submission of proposals	10.5.2020, at 12:00

The Company may, at any time and at its sole discretion, change the schedule for the procedure in a notice provided to the Bidders.

2. The Tender documents

- 2.1. **These are the documents that constitute the Tender documents:**
 - 2.1.1. Document A - Tender Conditions Booklet, for all 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 – Bidder's Statement regarding its Understanding of the Tender Conditions;
 - 2.1.1.4. Appendix 4 – Lawyer's Confirmation;
 - 2.1.1.5. Appendix 5 – Statements according to the Public Entities Transactions Law of 1976
 - 2.1.1.6. Appendix 6 – Statement regarding Bidder's Status
 - 2.1.1.7. Appendix 7 – Statement on the Bidder's Experience and an Accountant's Confirmation;
 - 2.1.1.8. Appendix 8 – Statement on the Absence of Conflict of Interests;
 - 2.1.1.9. Appendix 9 – Declaration Regarding Participation in a Tender in the Framework of the Dekel Tender system
 - 2.1.2. Document B – Master Service Agreement;
 - 2.1.3. Document C – Technical Requirements;
 - 2.1.4. Document D – Standard Suppliers Agreement
- 2.2. All documents of the Tender, whether attached or not, constitute the Company's property and are delivered to the Bidders for the preparation of their proposal and its submission and for this purpose only. To remove all doubt, let it be clarified that these documents are the property of the Company even after their completion by the Bidder, and the Company can use them in any way, at its sole discretion, whether the Bidder was chosen to execute the Services or not, without the Bidder having any claim or suit in this regard. The Bidders may not copy the Tender documents or use them for any other purpose.
- 2.3. The Tender Documents can be downloaded (free of charge) from the Company's website: www.ayalohw.co.il. Proposals will be submitted via the online system.

3. Online tender

- 3.1. This tender will be handled online in accordance with the provisions of Section 19c of the Mandatory Tenders Regulations of 1993. The bidders are aware that they must submit their offer via the online tender system operated and maintained by Dekel ("the Online System"), and offers that are not submitted via this system will not be accepted.
- 3.2. Whoever wishes to participate in the tender must register in advance via the online system. To register in advance, click on a link that will be advertised on the website of Netivei Ayalon under the 'Tenders' tab, on the relevant tender page. Fill in the required details and send the registration request no later than 48 hours before the last date to submit offers/clarification questions. We recommend registering early to avoid delay in submission due to possible system failures.

- 3.3. It must be clarified that if the participant already registered in the online system, then there is no need to re-register.
- 3.4. After registering, the bidder will receive an email confirmation and a password. It is recommended that the bidders keep the password for future monitoring and follow-up.
- 3.5. If no confirmation was received, the bidder may contact Mrs. Oshrat Alon of Dekel by telephone- 04-8145400, extension 1, or via email: oshrata@dekel.co.il, and make sure that the request for registration was sent. The bidder is responsible for checking in advance that his registration was completed successfully and that he receives access to the online system for his participation in the procedure. The bidder hereby relinquishes in advance and in an irrevocable manner any claim against the company regarding lack of possibility to submit clarification questions/offers on time via the aforementioned online system.
- 3.6. Since only a bidder who registered early for the tender and received the required passwords will be entitled to submit clarification questions/his offer, no claim regarding the bidder's inability to submit his questions/offer on time for any reasons whatsoever shall be accepted, including due to technical failure, lack of appropriate internet connection, or unavailability of the technical support during registration.
- 3.7. The bidder shall scan all tender documents signed by him, as detailed in paragraph 2 above and paragraph 9 below, including the Tender appendixes, and attach all documents required for supporting the offer and proving that it meets threshold conditions.
- 3.8. The bidders should note the provisions of Appendix 9 of the Tender Conditions booklet – Declaration Regarding the Conditions for Participation in the Tender in the Framework of the Dekel Tender System .

4. Summarized description of the Tender procedure

Below is a summarized description of the primary Tender stages. This summary description does not detract from any provision of the Tender, and must be read together with its other provisions. For further details on the Tender stages, see paragraph 6 below.

- 4.1. To make sure that the Bidders meet the procedure's threshold conditions during the first stage, their proposals' compatibility to the threshold conditions will be examined prior to their participation in the Tender, as detailed in paragraph 5 below.
- 4.2. Stage of examination of the proffered concept.
For the review of the proposal, the Bidder will submit with its proposal a Methodology Document that details its Proffered System in accordance with the provisions of paragraph 6.2 below. During this stage, a personal meeting will be held with each one of the Bidders, where the Bidder has the opportunity to present its system and elaborate on it.
Upon the completion of the review procedure, the five Bidders with the highest rating will be declared as 'Continuing Bidders' and will move forward to the next stage in the Tender – the practical test stage.
- 4.3. Practical test stage
This stage will be divided into two sub-stages. During the first sub-stage, each one of the Continuing Bidders will be invited to install its Proffered System at the

site to be instructed by the Company, and run the System for the duration of a period of up to three months, during which a period of training, learning and calibration of the System will be enabled.

During the second substage, upon the conclusion of the test-run period of the aforementioned System, a practical test will be conducted, in the framework of which the Company will examine the performance of the Proffered Solution and whether it meets the requirements of the Technical Requirements Document, attached as **Document C** of the Tender Documents.

4.4. Meeting the execution criteria upon the conclusion of the practical test stage and entrance into the suppliers pool

As detailed below, if the Bidder proves that upon the conclusion of the practical test stage, the Proffered System has an Accuracy Level of more than 85%, in accordance with the definitions of the Technical Requirements Document, it will be included in the Company's Master Service Suppliers pool, from which Netivei Ayalon will choose from time to time, and in accordance with the below detailed selection mechanism, a supplier/suppliers for a specific and defined execution task. The selection of the Master Service Supplier for the execution of a specific task will be carried out in accordance with an Individual Request to be distributed to the Master Service Suppliers, in the framework of which the planning package will be forwarded for the execution tasks, and the work contract required in the framework of the execution task will be defined.

4.5. Scope of contract; absence of exclusivity

4.5.1. It is hereby clarified that in light of the nature of the Tender, the Company cannot guarantee and/or present at this date the scope and/or nature and/or instructions detailed in relation to the implementation of the solutions to be proffered in the framework of the Tender, and these will be formed by the Company simultaneously with the program of the Tender procedure and/or after it, in accordance with the Tender results and the Company's needs, and at its sole discretion.

4.5.2. To remove all doubt, let it be clarified that the aforementioned in the documents of this Tender does not guarantee to the Winning Bidder any scope of contracts for carrying out the project and/or works and/or any Services whatsoever, which will be carried out according to the needs of the Company only, and at its sole discretion.

4.5.3. The Company will be entitled to change any of the Tender stages in a notice to be forwarded to all Bidders, at any time and for any reason whatsoever, at its sole discretion, and the Bidders will not have any cause for any demand and/or suit and/or claim whatsoever for the aforementioned.

4.5.4. To remove all doubt, it is hereby clarified that the Company at its sole professional discretion will be entitled not to contact the Master Service Supplier for the implementation of the solution proffered by it, and alternately sign a contract with and/or publish tenders and/or conduct other competitive procedures in relation to the implementation of the System that is the subject of the Tender,

or sign a contract with any other entity for this purpose, all in accordance with the provisions of the law. It is hereby explicitly clarified that the Master Service Supplier will not be granted any exclusivity whatsoever by the Company regarding the implementation of technical solutions that are the subject of this Tender.

4.5.5. It is hereby clarified that the implementation of the proffered technical solutions in accordance with the provisions of this Tender is subject to the receipt of budgetary approval for their execution. The scope of implementation will be determined by the budget constraints of the Company and in accordance with its needs, as will be defined from time to time.

4.5.6. By submitting the proposal for the Tender, the Bidders are deemed as approving and consenting to the aforementioned, and as relinquishing any claim and/or demand and suit against the Company and/or anyone on its behalf and/or in relation to the provisions of this Tender.

4.6. Contract period

The period of contract between the Company and the Bidders to be declared as winners will be 36 months. The Company will have the option, at its sole discretion, to extend the period of the contract to 2 additional periods of 12 months each, all as detailed in the Master Service Agreement.

5. Threshold conditions

A Bidder who meets the following cumulative conditions is entitled to submit a proposal:

5.1. A corporation (company or registered partnership) or authorized dealer registered in Israel according to law;

5.2. Has all the required qualifications according to the Public Entities Transactions Law of 1976.

5.3. The Bidder is not undergoing receivership procedures, procedure freezing, bankruptcy or liquidation, and no pending requests against it of this type, and it does not face insolvency, and no significant expropriations were applied to its assets.

5.4. The Bidder and/or the sub-contractor (as defined in paragraph 1.5.7.1 of the Tender Conditions booklet) invested in the Proffered System at least 200,000 NIS (excluding VAT) cumulatively as of the time of the publishing of this Tender.

6. Consideration of proposals

6.1. **First stage – determining whether the Bidder meets the threshold conditions of this procedure**

At this stage, the manner in which the Bidders meet the Tender's threshold conditions will be examined, according to the documents and statements that the Bidder attached to its proposal. The Company reserves the right to invite to a personal meeting, as detailed below, also Bidders for which there is a concern regarding their ability to meet the threshold conditions, among other things, to receive explanations and reexamine their meeting of the threshold conditions.

6.2. **Stage B – examination of the proffered concept**

6.2.1. At this stage, the Company will be examining the quality of the proposals via a Professional Committee, and during that time, a

Methodology Document to be submitted by the Bidder will be examined according to the documents submitted by the Bidders.

- 6.2.2. After the Company examines the proposed methods, the Company will hold a meeting with each one of the Bidders, where each Bidder can present and explain each concept proffered by it.
- 6.2.3. In the framework of the personal meeting, the Bidders will be required to present their Methodology Document.
- 6.2.4. The Company may hold with each Bidder one or more meetings at its sole discretion. It is hereby clarified that the personal meeting is intended to allow the Company to learn better about the Proffered Systems and the abilities of the Bidders. During the meeting, the Professional Committee will be entitled to request from a specific Bidder or from all of them additional items or clarifications at its sole discretion. The Bidder will be required to forward the required completions within the determined schedule.
- 6.2.5. Proposals will be rated in accordance with the impression of the Professional Committee of the Methodology Document and its presentation during the meeting to be held with the Bidder, in accordance with the criteria detailed in paragraph 6.2.6 below and any other relevant aspect according to the technology on which the solution is based, all as will be determined at the sole discretion of the Professional Committee.
- 6.2.6. The Proffered Solution will be rated in accordance with the professional criteria detailed below:

Criteria	Maximum rating
Level of maturity of the Proffered System – to determine the rating for this criterion, a detailed description of the proffered technology (including diagrams, schemes, etc.) and perception of the solution will be examined, including the manner of installation of the System and its adjustment to the required use. The rating will be, among other things, in accordance with the level of feasibility of the proffered technology.	5
Display of analysis of the expected performance and Accuracy Level in cases where the System may not work optimally (such as – types of vehicles, weather conditions, vision conditions, day/night modes, fog) – for the rating of this criterion, the System’s range of activity will be examined, as well as different operation modes, constraints, etc. The system will be rated in accordance with the manner in which it operates in the scenarios indicated above.	5
Ability to deal with different fraud and/or concealment scenarios (dark windows, curtains, dolls, pets, etc.). Rating will be determined in accordance with the manner in which the	5

Proffered System deals with the aforementioned scenarios.	
Scope of use of the Proffered System in Israel and abroad, including details of experiments carried out for examining the capabilities in this topic (if relevant). Rating will be determined, among other things, in accordance with the scope of the commercial use of the Proffered System.	3
The experience of the Bidder in the development of similar systems and in the fields and technologies related to the subject of the Tender.	2
The manner in which the System deals with privacy protection aspects, experience and ability of the Bidder in this field. Rating will be determined in accordance with the manner in which the Proffered System deals with the scenarios indicated above.	1
Road map – for determining the rating for this criterion, the Bidder must detail the targets to be achieved by the Proffered System upon the completion of the future development process, with emphasis on the expected Accuracy Level. The rating will be determined, insofar as the Proffered System has a future development plan, detailed and structured, as well as in accordance with the improvement of the Proffered System.	1
The System structure and control in the form of a commercial product (core, end accessories, hardware, software, communication medium) – to determine the rating for this criterion, a solution must be provided by a Proffered System which is independent of a third party's tool.	1
Details of the reports to be forwarded for the System: Technical capabilities, including – types of information on the driving mode and real-time alerts, automation level, API interface to receive mechanized information from the System regarding the information issued by it, and ability to restore information for the analysis of events. Rating will be determined, among other things, in accordance with the level of report from the Proffered System, and insofar as it is possible to forward the reports to other Systems, in a simple and convenient manner.	1
The Bidder's price estimate for manufacturing, installation, operation and report in a significant scope, in reference to the maximum price detailed in paragraph 1.5 above. Rating will be determined insofar as the Bidder undertakes to supply the	3

System at a serial manufacturing price lower than the price detailed in paragraph 1.5 above.	
<p>Required maintenance and price estimate for the maintenance of the System in a commercial manner, including reference to subjects of version updates, information maintenance, backup and survivability aspects, MTBF for the entire System for all its components, technical assistance, response to failures, and level of maintenance and service.</p> <p>The rating will be determined insofar as the maintenance requirements are lower, and insofar as the service level offered by the Bidder and the manufacturer are higher.</p>	3
Meeting of the safety requirements	3
Plan for testing the System during the field experiment (including acceptance tests, duration of test run period). Rating will be determined, among other things, in accordance with the detailing level of the System's tests.	1
Meeting of local and international standards	1

Overall impression of the Bidder and the proffered concept	15
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- 6.2.7. Upon the conclusion of this stage, the Professional Committee will summarize the quality rating of the Bidders for this stage.
- 6.2.8. Upon the conclusion of the examination and rating process, the Professional Committee will notify every Bidder about its decision:
- 6.2.8.1. The 5 Bidders whose proposals receives the highest rating will move on to the practical test stage (every Bidder whose proposal is defined as mentioned above is hereinafter: “a **Continuing Bidder**”).
 - 6.2.8.2. The Bidders whose proposals are rated 6-15 will be declared as ‘**Additional Qualified Bidders**’. If one of the Continuing Bidders fails the practical test stage – the Company will be entitled, at its sole discretion, to pass a qualified Bidder to the practical test stage.
 - 6.2.8.3. The proposals of the rest of the Bidders will be rejected and they will not continue to the next Tender stages.
 - 6.2.8.4. The Company will be entitled to change the number of Bidders, so that they pass to the next practical test stage, at its sole discretion, including in a case where the Company believes that one or more of the proposals of an additional qualified suppliers include a special technology that was not included in the framework of the proposals that passed to the practical test stage.
- 6.2.9. It is hereby clarified that the information detailed in the Methodology Document will constitute a basis for examining the System during the practical test stage. The Bidder must notify the Company prior to the practical test stage regarding any change/diversion found from the time of the submission of the Methodology Document and until the date of the practical test.
- 6.2.10. In addition, it is hereby clarified that the examination of the methodology proffered by the Company will not constitute an Agreement and/or approval regarding the manner of operation of the System.

6.3. **Stage C – practical test for the Proffered Solution**

b. First sub-stage: test run and training of the Proffered Systems

The practical test will be conducted in accordance with the instructions of paragraph 4 of the Technical Requirements Document for the practical test stage, and the instructions detailed below. In any case of contradiction between the provisions of the Tender Documents regarding the manner of execution of the practical test, the provisions in the Technical Requirements Document for the practical test stage will supersede.

- 6.3.1. Each one of the Continuing Bidders will be required to install the Proffered System and run it for a period of up to three months. The target of this sub-stage is to give the Bidder time for the training, learning and calibration of the Proffered System.
- 6.3.2. Installation will be carried out at the various sites to be instructed by the Company (hereinafter: **"the Experiment Site"**). the Company will be responsible for the subjects detailed in paragraph 4.2 of the Technical Requirements only.
- 6.3.3. The Company will determine the location, orders and stages of the installation of the Proffered Systems during the practical test stage at its sole discretion, including that the Proffered Systems is to be installed at multiple locations and sites. The Company will be entitled to make a lottery between the Continuing Bidders determine the locations of installation of their Proffered Systems.
- 6.3.4. The Bidders will be required to submit for the approval of the Company a planning document as detailed in paragraph 4.5 of the Technical Requirements Document, as well as install at the Experiment Site the Proffered System in accordance with the plan to be approved by the Company in advance and in writing. The Bidder will be responsible for any issue related to the installation of the System, including physical installation of end devices, required auxiliary devices (such as poles), connection of the System to the connection points provided by the Company, connections to enable forwarding of gross information to the headquarters of the Company, and the obtaining of any approval required for installation.
- 6.3.5. Without constituting a representation and/or any obligation whatsoever on behalf of the Company, the Company will act in cooperation with the Bidders to assist them in a reasonable manner in the installation of the Proffered System.
- 6.3.6. It is hereby clarified that the Bidder is the sole bearer of all expenses related to the installation and running of the Proffered System during this stage, apart for expenses of means to be supplied by the Company as detailed in paragraph 4.2 of the Technical Requirements Document.
- 6.3.7. Execution of the practical test stage will be subject to the Bidder meeting all requirements of the law, the Privacy Protection Law of 1981, its amendments and the instructions of the Privacy Protection Authority, the traffic regulations, the Traffic Ordinance of 1961, and the Transportation Ordinance (Use of Cameras by a

Local Authority for the Documentation of Unlawful Use of a Public Transportation Lane) of 2016; and that the System will not maintain photos of passengers in the vehicle in any information database, unless the photos are completely blurred, in a manner that does not allow to identify the faces of the passengers in the vehicle, and in a manner that will not allow to restore and/or remove the aforementioned blurring.

- 6.3.8. Upon the completion of the practical test, the Bidder will be required to dismantle the installed System and restore the area to its previous condition, including cleaning and removal of waste from the site.
 - 6.3.9. Upon the conclusion of the test- run period and training for the System as mentioned above, the Bidders will be required to notify the Company that the System is ready for the practical test stage (this stage can be extended up to 3 months as mentioned above).
- c. Second sub-stage – execution of practical test
- 6.3.10. Upon the completion of the first sub-stage, a practical test will be conducted, during which the Company will test the performance of the Proffered System, as well as the level of accuracy it displays in accordance with the performance criteria detailed in the Technical Requirements Document for the practical test stage.
 - 6.3.11. The practical test will be conducted by the Company in accordance with the determined scenarios in as much as a unified manner as possible, and the Continuing Bidders will be notified up to 14 workdays prior to the time of the practical test. The scenarios shall include all information required for conducting the practical test, including – extent of experiment, dates, and type of tests.
 - 6.3.12. The Company will be entitled to invite a Bidder that was declared as an 'Additional Qualified Bidder' to conduct a practical test if one of the Continuing Bidders does not achieve an Accuracy Level of at least 85% in the practical test. In this case, all instructions detailed in this paragraph above will apply to the Additional Qualified Bidder.
- d. Third sub-stage – decision on the results of the practical test
- 6.3.13. Upon the completion of the practical test, the Company will determine the level of accuracy of the Proffered System in accordance with the definition of this term in the provisions of the Technical Requirements Document. To compare between the different Proffered Systems, the Accuracy Level will be measured in whole percentages, so that decimal fractions are rounded up. A decimal fraction of 0.5 will be rounded up.
 - 6.3.14. The results of the Tender will be determined in accordance with the Accuracy Level of the Proffered Systems in the framework of the practical tests, as follows:
 - 6.3.14.1. A Bidder whose System displayed during the practical test an Accuracy Level lower than 70% will be

rejected. In addition, the Company may reject proposals of Bidders for which a significant contradiction was found between their representations in the Methodology Document and the results of the practical test.

6.3.14.2. A Bidder whose System displayed during the practical test an Accuracy Level of more than 70% and less than 85% will be entitled to ask the Company to conduct another practical test. The Company will consider the aforementioned request, and will be entitled to approve the request under its conditions or reject it, at its sole discretion. Insofar as an additional practical test is conducted, it will be carried out on time and in the manner determined by the Company. The Company will be entitled to add Bidders declared as 'Additional Qualified Supplier' to the additional practical test during the first stage of the Tender.

6.3.14.3. A Bidder whose System displayed during the practical test an Accuracy Level of 85% and above will be declared as a Winning Bidder for this Tender and will be included in the Company's Master Service Suppliers pool.

6.3.15. In the event that at least 3 Bidders do not meet the minimum Accuracy Level requirement, the Company may decrease the Accuracy Level mentioned above for selecting the Winning Bidders, so that the three Bidders whose Systems displayed the highest accuracy rate are declared as winners, and/or set additional preconditions for winning the Tender.

6.3.16. In addition, in the event that none of the Bidders meet the minimum required Accuracy Level, the Company may turn to the Bidder whose System displayed during the practical test the highest Accuracy Level, and negotiate with all components of its proposal, including regarding adjustments to the Proffered System, continuation of development of the Proffered System and payment for the System.

6.3.17. Some of the Bidders will be entitled to receive a reward for their participation in the Tender, subject to the other conditions of the Tender, and in accordance with the below:

6.3.17.1. A Winning Bidder whose system displayed the highest Accuracy Level during the practical test will be entitled to a reward in an overall fixed sum of 300,000 NIS (excluding VAT) or alternately – if it presents an Accuracy Level higher than 98%, it will be entitled to a reward in an overall fixed sum of 1,000,000 NIS (excluding VAT).

- 6.3.17.2. A Winning Bidder whose Accuracy Level came second place will be entitled to a reward in an overall fixed sum of 150,000 NIS (excluding VAT).
- 6.3.17.3. The other Winning Bidders will be entitled to a reward in an overall fixed sum of 50,000 NIS (excluding VAT) each.
- 6.3.17.4. Bidders whose System displayed during the practical test an Accuracy Level lower than 70% will not be declared as winners in the Tender and will not be entitled to a reward for their participation in the practical test.
- 6.3.18. In the event that the Systems of more than one Bidder displayed Accuracy Levels higher than 98% during the practical test, only the Winning Bidder whose System displayed the highest Accuracy Levels will be entitled to receive a reward at the overall fixed sum of 1,000,000 NIS (excluding VAT) as mentioned in paragraph 6.3.17.1, and the other Bidders will not be entitled to the reward as detailed in paragraphs 6.3.17.2 – 6.3.17.4, in accordance with their rating.
- 6.3.19. If another practical test is conducted, as mentioned in paragraph 6.3.14.2 above, then a Bidder who participates in the additional practical test will not be entitled to receive a reward for its participation in the test.
- 6.3.20. It is hereby clarified that the reward to which the Bidders will be entitled as mentioned in paragraphs 6.3 above, will constitute a full, total and final reward for their participation in the Tender. to remove any shadow of doubt, let it be clarified that Bidders whose proposal displays an Accuracy Level lower than 70% will not be entitled to a reward and/or compensation and/or payment of any type whatsoever in relation to their participation in the Tender including for conducting the practical test.
- 6.3.21. The reward of the Winning Bidders will be paid in accordance with the provisions of the Master Service Agreement attached as **document B** of the Tender Documents, and subject to proving that they meet the Technical Requirements detailed in **Document C** of the Tender Documents, and in all performance criteria defined in it.

7. Completion of development

- 7.1. This stage will commence upon the completion of the Tender procedure, and it is relevant only to the Winning Bidders with which the Master Service Agreement was signed and which were included in the Master Service Suppliers pool.
- 7.2. After the declaration of the Tender winners, and as a precondition to their inclusion in the Master Service Suppliers pool, the Winning Bidders whose System displayed an Accuracy Level of less than 90% during the practical test, will be asked to improve the Accuracy Level of their systems to an Accuracy Level of at least 90%, within 6 months from the date of notice on the winning of the

Tender (hereinafter: “**Development Completion**” and “**Development Completion Period**” respectively).

- 7.3. Upon the conclusion of the Development Completion Period , the Accuracy Level of the Systems proffered by all Winning Bidders will be remeasured (even those which displayed a Accuracy Level of more than 90% during the practical test) in the framework of an additional field experiment to be conducted in accordance with the instructions of the Company, and the Master Service Suppliers will be required to prove that their System operates at an Accuracy Level of at least 90%.
- 7.4. Each one of the Master Service Suppliers (even those which presented an Accuracy Level of more than 90% in the practical test) will be entitled to receive a reward of 50,000 NIS before VAT, for a 1% improvement, above the Accuracy Level of 90%, at the Accuracy Level of its system in the framework of the additional practical test, in relation to the Accuracy Level presented by it during the practical test carried out as part of the Tender procedure, up to a maximum ceiling of 250,000 NIS before VAT.
To remove all doubt, it is hereby clarified that Winning Bidders whose System displayed an Accuracy Level of less than 90% during the practical test, which are required to improve the Accuracy Level of their System as mentioned in paragraph 7.2 above, shall not be entitled to any payment for improvement of Accuracy Level to a level that is less than 90%, but will be entitled to a reward as mentioned above for every improvement of more than 90% in the Accuracy Level.
For example: a Bidder who improved its Accuracy Level from 87% to 93% after Development Completion, will be entitled to a reward of 150,000 NIS; a Bidder that improved its level of accuracy from 92% to 98% after Development Completion will be entitled to a reward of 250,000 NIS), all as detailed in paragraph 5 of the Master Service Agreement.
- 7.5. The Master Service Suppliers will undertake that the Accuracy Level of their systems will be at least at the Level displayed upon the conclusion of the Development Completion Period.
- 7.6. Winning Bidders that are requested to carry out Development Completion as mentioned above in paragraph 7.2, will be entitled to request the Company’s participation in the funding of the Development Completion at a sum of up to 350,000 NIS before VAT. The aforementioned request will include the following information:
 - 7.6.1. Definition of targets for Development Completion in reference to the Technical Requirements Document, as well as targets presented by the Bidder in the framework of its Methodology Document.
 - 7.6.2. Submission of a detailed plan for Development Completion (including required resources, schedule and milestones).
 - 7.6.3. The Bidder’s obligation to pay proceeds to the Company at a rate of up to 1% of the income received in relation to the Proffered System from sales abroad for 5 years after the Master Service Agreement period, all as detailed in paragraph 5 of the Master Service Agreement.

- 7.7. The Company will consider the request to participate in the funding of Development Completion at its sole discretion, and will be entitled to approve the entire sum requested by the Bidder or part of it. Insofar as the Master Service Supplier will request, or insofar as the Company will approve the participation of the Company in the funding of Development Completion at a sum lower than 350,000 NIS, the aforementioned proceeds rate will be relatively decreased (pro-rata) in accordance with the participation sum received from the Company.
- 7.8. The Company may approve the request for participation in Development Completion and/or approve it under specific conditions and/or reject the request, all at its sole discretion.
- 7.9. All sums detailed in this paragraph, 7, will constitute an overall, fixed and one-time reward, for all actions required during the Development Completion Period, as detailed above and in the contract, and the Master Service Suppliers will not be entitled to any compensation and/or additional payment beyond that, of any type and kind, including payment for expenses borne during the Development Completion Period.
- 7.10. Each one of the Master Service Suppliers will be required to sign the Master Service Agreement, as attached in **Document B** of the Tender Documents.

8. Individual Request to receive a price offer in relation to the execution tasks

- 8.1. This stage will commence after the completion of the Tender procedure, and it is relevant only to the Winning Bidders that signed the Master Service Agreement and were included in the Master Service Suppliers pool.
- 8.2. The reward to which the Winning Bidders will be entitled for the provision of the System that is the subject of this Tender and its maintenance will be calculated in accordance with the results of the Individual Requests to be forwarded to the Winning Bidders from time to time, as will be detailed below.
- 8.3. Insofar as the Company does not determine otherwise, the competition between the Master Service Suppliers will be carried out according to the price offer to be received in relation to the Individual Request. i.e., the winning supplier in a specific project to be defined in the framework of the relevant Individual Request will be the one whose price offer for the execution of the project that is the subject of the Individual Request and its maintenance is the lowest. However, it is hereby clarified that the Company will be entitled to set additional criteria to determine the winning supplier for the execution task, in the framework of a specific Individual Request, including criteria for the adjustment of the Proffered System to the location and route where it is to be installed.
- 8.4. After Netivei Ayalon forms a planning package for the execution of a specific task, which will include a detailed description of the work required in the framework of this task, Netivei Ayalon will distribute to the Master Service Suppliers an Individual Request for the receipt of price offers in relation to the aforementioned execution task (hereinafter: “the **Individual Request**”).
- 8.5. Depending on the result of the Individual Request, Netivei Ayalon will determine which one of the master service suppliers will carry out the execution task as detailed above and below. For each execution task, a Standard Suppliers Agreement will be signed between the Bidder that won the Individual Request and the Company, attached as **Document D** of the Tender Documents.

- 8.6. In the framework of the Individual Request, Netivei Ayalon will forward to the Master Service Suppliers the Individual Request documents. These documents will include a specification, Technical Requirements, and all documents, plans, quantities and instructions related to the execution task.
- 8.7. These documents will be forwarded to the Master Service Suppliers in any way chosen by Netivei Ayalon, at its sole discretion, including by manual delivery, via email, digital media, downloading from a cloud, etc. The Individual Request documents will also state the last date for Master Service Suppliers to submit their price offers for the task (hereinafter; **“the Price Offer for the Individual Request”**).
- 8.8. In the framework the Price Offer for the Individual Request, the Master Service Suppliers will be required to provide a monetary offer for the execution of the works detailed in the Individual Request documents, on the price offer form attached to the Individual Request documents. It is hereby clarified that the Master Service Suppliers will not be entitled to offer for the installation of a System for one passenger counting station in the framework of the Individual Request price offer, a price that exceeds 500,000 NIS (excluding VAT) in accordance with the provisions of paragraph 1.5 above.
- 8.9. In this regard, it is hereby clarified that one passenger counting station includes at least all that is required for the full operation of the passenger counting station, including (insofar as relevant, in accordance with the type of the Proffered System):
- 8.9.1. The supply of all components of the System required for the full operation of the Proffered System, as detailed in the Tender Documents, and as presented in the framework of the Bidder’s proposal, and specifically as detailed in the Methodology Document submitted in the framework of the proposal (except for the electrical infrastructure);
 - 8.9.2. Establishment of a central control and management system;
 - 8.9.3. Maintenance Services for a period of 3 years starting from the completion of installation of the Proffered System;
 - 8.9.4. License for all hardware and software components of the Proffered System.
- 8.10. It is hereby clarified that the Master Service Suppliers are required to participate in all Individual Requests to be forwarded to them by Netivei Ayalon in the framework of the contract that is the subject of this Tender, and submit their offers for these requests. If any of the Master Service Suppliers did not submit a price offer for the Individual Request by the last determined deadline, then Netivei Ayalon will be entitled to remove the Master Service Supplier from the pool, and all at the sole discretion of Netivei Ayalon in this regard. By submitted their offers to this Tender, the Master Service Suppliers undertake to participate in all Individual Requests to be submitted by Netivei Ayalon in the framework of the Tender, and they undertake not to raise any claim and/or demand and/or suit against it for and/or in relation to any activity to be carried out by Netivei Ayalon as mentioned above, in any case in which they do not submit an offer for any of the Individual Requests forwarded to them,.

8.11. In addition, it is hereby clarified that the Tender committee of Netivei Ayalon, in the framework of an explained and written decision, will be entitled to elect to contact only some of the Master Service Suppliers, and in this framework, it will be entitled to consider, among other things, the qualification of the Bidder and its experience in the execution of similar works, including previous works carried out for Netivei Ayalon and/or other public entities, its organizational and financial ability, and any other calculation or explanation as deemed fit by Netivei Ayalon.

8.12. The price offers for the Individual Request will be examined in accordance with the provisions of this paragraph and the rest of the provisions of the Tender.

8.13. The Company will be entitled to allocate a task to the mater service supplier even without starting a bidding process between the Master Service Suppliers as mentioned above, if the Company believes, at its sole discretion, that it is not possible to assign these tasks to other Master Service Suppliers, due to an overload on Master Service Suppliers which does not enable them to meet the requested schedule, delay in delivery times in other projects, execution of works at a standard that is not to the Company's satisfaction, in circumstances that require unification for reasons of saving costs and efficiency, etc.

8.14. In the event that it is found that there are two Master Service Suppliers (or more) whose offers for the Individual Request have an equal status, the Company may, at its sole discretion, act in one of the following ways:

8.14.1. Start an additional bidding process

In the framework of the additional bidding, each one of the aforementioned Master Service Suppliers will be permitted to improve the Price Offer for the Individual Request submitted. The Master Service Supplier that will submit the best price offer for the Individual Request, will be selected for the execution of the task. the Master Service Supplier that is entitled to submit an improved price offer as mentioned in this paragraph, but did not do so, will be deemed as if it offered a 0% discount in relation to its original offer, and its last offer will be its original one. A Master Service Supplier that will submit the best revised offer for an Individual Request will be chosen for the execution of the task.

In the event that even after the additional bidding procedure, there are several offers with equal status, then the Tender committee of Netivei Ayalon is authorized, in an explained and written decision, to decide on the winning offer in accordance with the considerations detailed in paragraph 15.8 of the Tender or by carrying out an additional bidding procedure or a lottery as detailed in paragraph 6.3.2 below.

8.14.2. Conducting a lottery

In the framework of this procedure, Netivei Ayalon will conduct a lottery between the Master Service Suppliers whose monetary offers have an equal status as mentioned above. The Master

Service Supplier to win the lottery will be selected by Netivei Ayalon for the execution of the task.

8.15. **Retraction of a bid by a winning Supplier; removal from the Master Service Suppliers Pool**

8.15.1. The Supplier will not be entitled to refuse a task, and it will not be entitled to raise any claim and/or demand and/or suit regarding the task's monetary scope.

8.15.2. In the event that the Supplier does not meet its obligations in the framework of the tasks assigned to it, then Netivei Ayalon will be entitled, at its sole discretion, to cancel its bid or extend the period for the fulfillment of its obligations. If Netivei Ayalon cancels the supplier's bid due to its failure to meet its obligations, Netivei Ayalon will be entitled to forfeit, as an agreed an pre-evaluated compensation, the current guarantee that it deposited, and remove it from the Pool of the Master Service Suppliers, without detracting from any other relief at its disposal.

8.15.3. Without detracting from the aforementioned above and below, if Netivei Ayalon cancels the bid of the Master Service Supplier due its failure to meet its obligations, Netivei Ayalon may declare the Supplier rated second place after the canceled Supplier as the winner of the execution task, or cancel the task, all at its sole discretion.

8.15.4. Without detracting from any right of Netivei Ayalon, and in addition to any right it is entitled to according to any law and the provisions of the Tender and the Agreement, if Netivei Ayalon cancels the standard Supplier Agreement with the Supplier for any reasons whatsoever, Netivei Ayalon will be entitled but not obliged to contact the Master Service Supplier that was rated second place after the winning Master Service Supplier, and instruct it to sign with it a standard Suppliers Contract for the continued execution of the works according to the terms of the individual price offer it submitted for the execution task. To remove any doubt, it is hereby clarified that the exercising of the aforementioned right is at the sole discretion of Netivei Ayalon.

8.15.5. In addition, and without detracting from the aforementioned above and below, in the event that Netivei Ayalon finds that the Supplier does not fulfill its obligations regarding an execution task in accordance with this Agreement, or does not cooperate in responding to Individual Requests, Netivei Ayalon will be entitled, at its sole discretion, to decide not to choose this Supplier for carrying out any further task, without detracting from any other relief it is entitled to according to the Tender and/or this Agreement and/or by any law.

8.16. Distribution of the execution tasks

8.16.1. If the Client decides to assign a task to the Supplier, the Client will forward to the Supplier the documents that include the instructions relevant for the task.

- 8.16.2. The schedule for the execution and completion of the task will be according to the milestones and tasks to be determined by the Client.
- 8.16.3. It is further clarified that Netivei Ayalon cannot know and/or ensure at this time the specific execution tasks to be provided for execution by the actual Master Service Suppliers, the financial scope and/or their nature. The scope of works in relation to every specific task will be known and finalized only near the publishing of the Individual Request in relation to the execution task.
- 8.16.4. It is hereby clarified that assignment of the execution tasks in accordance with the provisions of this Master Service Tender are subject to the receipt of budgetary approval for their execution.
- 8.16.5. By submitting the offer for the Tender, the Bidders are deemed as consenting to, and confirming the aforementioned, and relinquish any claim and/or demand and/or suite against Netivei Ayalon and/or anyone on its behalf for and/or in relation to the provisions of this Tender.

8.17. **Master Service Agreement**

- 8.17.1. As mentioned above, the Company intends to split the contract that is the subject of the Tender and enter into a Master Service Agreement with several Winning Bidders, at its sole discretion, which will be included in the Master Service Suppliers pool in the field of the required Services.
- 8.17.2. The Master Service Agreement to be signed between the Company and anyone of the Bidders to win the Tender, will be a Master Service Agreement for the execution of the task, and the Company, at its sole discretion and according to its needs, will send Individual Requests to receive price offers in relation to the execution tasks to the Winning Bidders from time to time and in accordance with the details of paragraph 7 above. Before an execution task is sent to a master service supplier, a Standard Suppliers Agreement will be signed in relation to the execution of the task in the version attached as Document D of the Tender Documents.
- 8.17.3. To remove all doubt, it is hereby clarified that aforementioned in the Tender Documents, including the Master Service Agreement, does not guarantee to the Bidders any scope of contracts for carrying out the execution tasks that are the subject of the Tender, which will be carried out according to the Company's needs only, and at its sole discretion, and the Winning Bidders will have no cause for any demand and/or suite and/or claim whatsoever for the aforementioned.
- 8.17.4. To remove all doubt, it is further clarified that the company may carry out part of the works on its own, or via their parties outside of the framework of the procedure and/or publish tenders and execute additional procedures in relation to the execution of any task whatsoever which could have been carried out in the

framework of the tender, all at its sole discretion, and this tender does not constitute any obligation on behalf of the company to the winners of the tender.

8.18. **Priorities and coordination**

- 8.18.1. The Company is entitled to assign to the Winning Bidders that will sign a contract with it in accordance with the Tender Documents, several execution tasks simultaneously, in virtue of the special Master Service Agreement to be signed by the parties. In the event that the company assigns to the Winning Bidder several tasks as mentioned above, the Company may determine the priorities of the tasks to be assigned to the Winning Bidder, and the Winning Bidder will carry out the tasks in accordance with the priorities to be determined from time to time by the Company.
- 8.18.2. The Master Service Supplier will carry out the execution tasks in accordance with the specific requirements to be defined by Netivei Ayalon in relation to the manner and stages of the execution of the task. It is hereby clarified in this regard that the Master Service Supplier will be required to be prepared for the execution of special tasks in accordance with the project's needs, including one execution task that includes works in several locations and/or operation of several work teams simultaneously and/or execution of night works.
- 8.18.3. The tasks required in the framework of a Standard Suppliers Agreement includes all that is required for the execution of the tasks, including obtaining and receiving all permits from the authorized authorities, including local authorities, supportive entities and public entities with the authority to enforce transportation laws in Public Transportation Lanes or in multi-occupation lanes and/or with the authority to establish enforcement Systems in Public Transportation Lanes or multi-occupation lanes and coordination with other service providers employed in the framework of the relevant project and obtaining of all approvals for the execution of works according to any law.

9. Documents to be attached to the offer

- 9.1. To prove that the Bidder meets the Tender's threshold conditions, and to examine the offers in accordance with the Tender conditions, the Bidder will attach to its offer all of the required approvals and documents, as well as the following documents:
 - 9.1.1. To prove that the Bidder meets the threshold conditions stipulated in paragraph 5.1 above, the Bidder will attach to its offer an authorized dealer certificate and/or the Bidder's corporation documents, as well as an updated extract of the Companies Registrar or Partnerships Registrar, as the case may be;
 - 9.1.2. To prove that the Bidder meets the threshold conditions stipulated in paragraph 5.2 above, the Bidder will attach to its offer statements issued and verified by law in the versions attached as **Appendix 5** of the Tender Conditions Booklet, as well as all

approvals required by the Public Entities Transactions Law of 1976.

- 9.1.3. To prove that the Bidder meets the threshold conditions stipulated in paragraph 5.3 above, the Bidder will attach to its offer an issued and verified statement according to law in the version attached as **Appendix 6** of the Tender Conditions Booklet.
- 9.1.4. To prove that the Bidder meets the threshold conditions stipulated in paragraph 5.4 above, the Bidder will attach to its offer an issued and verified statement in the version attached as **Appendix 7** of the Tender conditions law, as well as an accountant's confirmation in accordance with the version attached as **Appendix 7**.
- 9.2. The Bidder must attach to its offer, in addition to the other required attachments according to this Tender Conditions Booklet, and in addition to the signed proposal documents, the following documents:
 - 9.2.1. A Bidder Profile Form in accordance with the version attached as **Appendix 1** of the Tender Conditions Booklet
 - 9.2.2. A full and signed offer form, in the version attached as Appendix 2 of the Tender Conditions Booklet;
 - 9.2.3. The Bidder's statement regarding its understanding of the Tender conditions, in the version attached as **Appendix 3** of the Tender Conditions Booklet
 - 9.2.4. A valid approval from the assessing officer, or accountant that indicates that the Bidder keeps the required accounting books and entries according to the Income Tax Ordinance (New Version) of 1961 and the Value Added Tax Law of 1975;
 - 9.2.5. Valid confirmation of tax deduction;
 - 9.2.6. Lawyer's confirmation, according to the version of **Appendix 4** to the Tender Conditions Booklet, which indicates as follows:
 - 9.2.6.1. That the execution of the Services and this Contractual Agreement are within the Bidder's capacity;
 - 9.2.6.2. Names of the Bidder's managers
 - 9.2.6.3. Names of the persons whose signatures oblige the Bidder
 - 9.2.6.4. Details of the owners of the Bidder
 - 9.2.6.5. Confirmation that the signatories in the proposal and Tender Documents are authorized to sign these documents, and that their signatures oblige the Bidder for any matter and purpose.
 - 9.2.7. The Bidder must attach a statement on the absence of conflicting interests in the version attached as **Appendix 8** of the Tender Conditions Booklet;
 - 9.2.8. The bidder is required to attach a declaration regarding the conditions for participation in the tender in the framework of the Dekel Tender system, in the version attached as **Appendix 9** of the Tender Conditions booklet.

- 9.2.9. The Bidder must submit the Methodology Document (as detailed in paragraph 6.2 above) which will be examined in the framework of the Tender stages, as detailed above. The Methodology Document will not exceed 20 4A pages of a David font, size 12, with double gap between the rows, and will be made in Hebrew only. Films that demonstrate the capabilities of the Proffered System can be added to the Methodology Document, as well as photos and references to the manufacturer's catalogue where the System's technical capabilities are detailed. Any related technical material and/or any material that supports the Methodology document can be submitted also in English.
- 9.3. The Bidder must fill in all requested details in all Tender Documents.
- 9.4. All Tender Documents, as detailed in paragraphs 2 and 9 above, will be signed by the authorized signatories of the Bidder and will be attached to its proposal. Pages that do not indicate in print the place of signing, will be signed in initials only. Pages that indicate the place of signing in print, including in the Contractual Agreement, will be signed in full name and as the case may be (for a corporation) with a stamp and according to the Bidder's procedures. Wherever a lawyer's and/or accountant's confirmation is required, it will be provided and signed by a lawyer and/or accountant.
- 9.5. The Bidder must ensure that the Identification number in all submitted documents, including registration at the VAT authority (authorized dealer certificate) and Income Tax Authority (book-keeping approval) will be identical. If the Identification numbers do not match, it will attach an approval/explanation on behalf of the entities authorized for this purpose.
- 9.6. It must be emphasized that all of the aforementioned documents are to be submitted together with the Bidder's proposal and all Tender Documents. In a case of a proposal submitted without all of the required documents mentioned above, the Company's tender committee will be entitled, but not obliged, to reject it for this reason only, without discussing the matter with the Bidder.

10. Reservation

Do not make any change, whether by addition or deletion or any other way, in the Tender Documents. Any change or addition in the Tender Documents, of any type and kind, or any reservation, whether by additions in the documents themselves or in a cover letter or in any other way, may lead to the rejection of the proposal – all at the sole and complete discretion of the Company.

In addition, non-filling of a detail required to be filled by the Bidder and/or non-signature and/or diversion from the requirements of the Tender Conditions Booklet may also lead to the rejection of the proposal – all at the sole and complete discretion of the Company.

11. Contradictions and/or adjustments

- 11.1. Insofar as to the Bidder's opinion, there are contradictions or obscurities in the Tender Documents, the Bidder may contact us in writing, by the date stipulated in paragraph 1.5.8 above, via the designated tab in the online system, and provide its Identity and contact details for inquiring regarding the clarifications, contradictions, errors, obscurities or any doubt whatsoever to be found in relation to the exact meaning of every paragraph or item in the documents.

- 11.2. It must be clarified that to submit clarification questions, you must register in the online system as detailed in paragraph 3 above.
- 11.3. The company's response to the bidders' questions will be published on the Tender page in the online system, under the Tender tab, and will be available for the viewing of the bidders along with the other Tender documents. The bidders are responsible for checking the website for updates regarding the Tender.
- 11.4. It must be emphasized that from the last day to submit clarification questions, the system will be locked, and submission of clarification questions will be disabled. Do not submit clarification questions in any manner other than the aforementioned, via the online system.
- 11.5. Those who do not contact us as mentioned above, will not be entitled to raise any claim regarding infeasibility and/or obscurity, errors, discrepancies, etc.
- 11.6. The company is entitled not to respond to requests and clarifications and/or complaints, or part of them, and it is entitled to address its response to all Bidders (without indicating the name of the inquiring Bidder), and all at its sole discretion. If the Company does not respond to the request and/or complaint by the date determined for the submission of proposals, this shall be deemed as rejection of the Bidder's request.

12. Bidders meeting, clarifications and changes

- 12.1. The Company intends to hold a Bidders meeting. The aim of the meeting is to provide a general background about the subject of the Tender and answer questions that may be raised by Bidders. However, and to remove any doubt, the objective of the meeting is to clarify questions that may be raised. It is hereby clarified and declared that things that were said during the Bidders meeting will not oblige the Company, will not constitute any representation whatsoever, and do not supersede the Tender Documents. By participating in the aforementioned Bidders meeting, the Bidder provides its consent to this condition.
- 12.2. Unless otherwise specified, the Bidders meeting will be held on 1.3.2020 at 13:00 at the Company office at 2 Niv Avenue, Rishon LeZion. Participation in the meeting is not mandatory. Those who wish to participate are asked to be punctual and come on time.
- 12.3. It is hereby clarified that the Company, at its sole discretion, will be entitled to hold an additional Bidders meeting.
- 12.4. The Company reserves its right to insert changes and amendments in the Tender Documents by the last date to submit the proposals, at its initiative or as a response to the Bidders' questions, all at its sole discretion. The aforementioned changes and amendments will be an inseparable part of the Tender documents and will be brought in writing to the attention of the Tender participants via the online system, under the Tender tab. The Bidders are responsible for routinely checking for updates, amendments and clarifications to be published regarding the Tender on the aforementioned online system.
- 12.5. Insofar as the aforementioned changes are significant and require in the company's opinion a delay of the last date for submitting the proposals, the Company, at its discretion, may notify regarding the extension of the deadline, in a notice to be forwarded to all Bidders.

- 12.6. Any response of the Company and/or its representative to the Bidder will be in writing only and there shall be no validity to any response given otherwise. The Company will not be responsible for oral explanations provided by any of its employees, sub-contractors on its behalf and/or any other person regarding the conditions of the Tender and/or the proposal, and the relationship between the Company and the Bidders will be based on written documents alone.
- 12.7. It is hereby clarified that the company's response to the requests of the Bidders for clarifications and/or changes, if any, will be provided, at its sole discretion, without naming the inquiring Bidder.
- 12.8. The Bidders must confirm their receipt of a notice and/or answer from the Company within two days from the date of receipt.

13. Submission of proposals

- 13.1. **General**
- 13.1.1. The proposal, for all its appendixes, and including all documents and references which the Bidder is required to attach, will be submitted via the aforementioned online system.
- 13.1.2. Notwithstanding the aforementioned, the Bidder's proposal will include, among other things, any document required for proving that the Bidder meets the threshold conditions and any other document required in accordance with the Tender Documents.
- 13.1.3. Do not submit the offer in a manner different than the above-mentioned, nor via email, fax or mail, or to the Company's offices.
- 13.2. **Blackened copy**
- 13.2.1. Notwithstanding the aforementioned, the Bidder may submit one additional copy of the documents submitted by it (without the monetary proposal) where the information that is confidential or trade secret or a professional secret, and which to the Bidder's opinion shall not be disclosed to the other Bidders is blacked. This copy will be marked as 'confidential' and attached as a non-mandatory document via the online system.
- 13.2.2. The Company is not obliged by any law to accept the Bidder's opinion. For the sake of propriety, it is hereby clarified that insofar as the Company chooses to disclose to other Bidders information that was marked by the Bidder as confidential, the Company will notify the Bidder, prior to the disclosure of information, regarding its decision to disclose this information to other Bidders and the Bidder will have forty eight (48 hours) to appeal against this decision.
- 13.2.3. To remove all doubt, if the Bidder does not submit a blackened copy as mentioned above, the Company may disclose to the other Bidders the full proposal of the Bidder for all its details and conditions, at its sole discretion and without prior notice.
- 13.3. The Bidder must submit its detailed proposal in accordance with the requirements and conditions of the Tender, as well as the rest of the Tender Documents forwarded to it by the Company, to the mailbox designated for the Tender and located at the Company offices, no later than the last date to submit

the offers. A proposal to be submitted on a later date and/or hour will not be opened.

13.4. The last date to submit the offers is 12:00 on 10.5.2020. A proposal that is not in the Tender mailbox on the aforementioned date and/or is submitted after the aforementioned date will not be accepted.

13.5. The Bidder's proposal will remain valid, without the right to recourse, for six months, unless the Bidder accepts the request of the Company, if any, to extend its validity. If the Company requests to extend the validity of the proposals, and no scheme of any Bidder is received, the proposal of the Bidder that did not agree to the extension of the validity of its offer will be rejected, and the Company will be entitled to continue the Tender procedure and select another proposal of a Bidder that agreed to its request to extend the validity of its proposal, even if the other proposal, whose validity was not extended as mentioned above, is the preferred proposal.

14. Conflict of interests

The Company hereby notifies the Bidder regarding the following:

Any organ in the Company (including director or CEO), its relative, agent or partner, or any corporation to which one of the aforementioned, whether directly or indirectly, has any rights and/or one of whom is a manager or senior official in it, cannot take part in this Tender. For this purpose, a 'relative' means a partner, parent, son or daughter, brother or sister.

A Bidder or anyone on its behalf, for which there is a concern of conflict of interests in relation to the Services that are the subject of this Tender and/or concern for conflict of interests between the Bidder and Netivei Ayalon – cannot take part in the Tender, unless the Company provides its approval for this, and subject to the conditions it sets to the Bidder, at its sole discretion.

15. Weighing of the proposals – general

Notwithstanding the aforementioned, or any right the Company has according to law and/or according to the provisions of this Tender, the Company will have all of the following rights:

15.1. The proposals will be examined by the Company, which is entitled to use for this purpose the assistance of consultants and experts and third parties as it may deem fit.

15.2. It is hereby explicitly clarified and emphasized that the Company does not undertake to receive the best offer or any offer, and it reserves the right to reject any proposal or all proposals, at its sole discretion. In addition, it is hereby clarified that the Company may, but is not obliged, if it believes that none of the proposals can be accepted, to negotiate with the Bidder with the best proposal among all submitted proposals, at its sole discretion, and according to the results of this negotiation, decide whether to accept its offer or terminate the Tender.

15.3. The Company may elect not to assign the works that are the subject of this Tender to a Bidder even if it proved that it meets all conditions detailed above, due to, among other things, bad experience of the Company with the Bidder and/or its familiarity with the Bidder, or in the case of a corporation, due to its bad experience with the individuals and entities controlling it and acting on its behalf and/or its familiarity with them. The Company will also be entitled not to assign the works that are the subject of this Tender to the Bidder even if the Bidder proved it meets all conditions detailed above, if it finds, following

investigation, and at its sole discretion, that other public entities have bad experience with the Bidder and in the case of a corporation, with the individuals and entities that control it and act on its behalf.

- 15.4. The Company may, but is not obliged to reject any proposal that is not complete, clear, or formed according to the Tender Documents, at the Company's sole and final discretion.
- 15.5. The Company reserves the right to cancel the Tender, for any reason whatsoever, on any date, including after the date of submission of proposals. The number of proposals submitted and their price offers are justifiable causes for the Company's decision to cancel the Tender. To remove all doubt let it be clarified that the Company reserves the right to avoid selecting any proposal, and the participants shall have no claims and/or suites in this regard.
- 15.6. The Company is entitled, but not obliged, at its sole discretion, to contact the Bidder and/or third parties with the demand to issue additional information and/or clarifications and/or explanations and/or completions regarding the Bidder's proposal and/or allow the Bidder to do so, including regarding the issuance of any document, approval, permit or license as required according to the conditions of this Tender in relation to the Bidder, including the need to prove that the Bidder meets the threshold conditions, and provided that every document, license, approval or permit will have the validity and application as of the last day to submit proposal. In addition, it is hereby clarified that if the company turns to third parties as mentioned in this paragraph above, it will be in coordination with the Bidder.
- 15.7. The Company reserves the right to forgive non-fulfillment of a requirement or condition in this Tender which are not significant, and which do not compromise the equality principal, all at the discretion of the Company's Tender committee.
- 15.8. The Company may, at its sole discretion, negotiate or avoid negotiating with all or part of the Bidders.
- 15.9. The Company may, at any time and at its sole discretion, reject, whether in its initiative or at the request of any of the Bidders, the schedule stipulated in the Tender and determine a new schedule for the fulfillment of the obligations of the Bidders.
- 15.10. The Company may carry out part of the Services that are the subject of the Tender on its own or via third parties outside the framework of the procedure, all at its sole discretion.
- 15.11. Anywhere in the Tender Documents and/or the Contractual Agreement where any sum appears, the aforementioned sum will be deemed as a non-obligative estimate only, and the Winning Bidders will not voice any claim regarding their entitlement to the aforementioned sum in relation to the execution of the Contractual Agreement and/or any other claim regarding the right granted for the execution of Services according to the Agreement at a minimum sum. Submission of a proposal will be interpreted, among other things, as a consent to each one of the above terms and conditions.

16. General conditions

- 16.1. **Approval of budget and termination of the Tender**

It is hereby clarified that as of the time of publishing of the Tender, budget was yet to be approved for the execution of the Services that are the subject of this Tender. Therefore, the tender may be canceled and/or the commencement of provision of services may be postponed due to non-receipt of budgetary approval and/or budget cancelation, at the Company's sole discretion. By submitting the proposal for the Tender, the Bidders are deemed as consenting to, and confirming the aforementioned, and undertake not to raise any claim, demand and/or suit against the Company and/or anyone on its behalf, in relation to the termination of the Tender and/or postponement of the commencement of execution of Services that are the subject of this Tender for any reason whatsoever.

To remove all doubt let it be clarified that in the case of a termination of the Tender and/or rejection at the time of the commencement of provision of Services for any reason whatsoever, the Bidders will not be entitled to any compensation and/or additional payment of any type and kind, including payment for expenses of the preparation of the proposal and/or any other expense in relation to the Tender.

16.2. Law that apply

This procedure is subject to the laws of the State of Israel as will be updated from time to time. The proposals will be formed and submitted in accordance with any law, and the Bidders will be deemed as if they received competent legal consultation for their participation in the procedure and submission of proposals.

16.3. Jurisdiction

Anything related to this procedure will be discussed only at the authorized courts of Tel Aviv-Jaffa.

16.4. Expenses of participation in the procedures

The Bidder will have to bear the expenses of its participation in the procedure, and shall not be entitled to any indemnification from Netivei Ayalon for these expenses.

16.5. Single proposal

Every Bidder is entitled to submit only one proposal. The aforementioned applies also to whomever controls the Bidder, or is controlled by it, or is controlled by any third entity. for this purpose, the term '**Control**' is defined as the holding of more than 50% of the voting rights at the general assembly or the right to appoint more than 50% of the directors.

Submission of a joint proposal to two legal entities will not be permitted.

16.6. Right to review the wining proposal

After completing the Tender procedure and after the declaration of the Tender results, the Tender participants will be entitled to review the Tender materials in accordance with the provisions of Regulation 21(e) of the Mandatory Tenders Regulations of 1993. They will be reviewed at the Company offices, subject to a written request for the Company's review and advance coordination of the review with the representative of the Company via email: shanil@ayalohw.co.il, and subject the payment of 500 NIS to the Company, to cover review expenses.

Itamar Ben Meir
CEO

Appendix 1

Bidder Profile Form

Name of Bidder: _____

Corporate/authorized dealer number: _____ -

Year of foundation: _____

Address of the Bidder: _____

Tel: _____

Fax: _____

Email: _____

Name of contact person of the Bidder: _____

Position: _____ -

Cellphone: _____

Names of owners of the Bidder:

1. _____ ID _____

2. _____ ID _____

3. _____ ID _____

(If the corporate owner is a corporation, indicate the owners of that same corporation).

Names of authorized signatories on behalf of the
corporation: _____

Signature of the Bidder: _____

Appendix 2

To:

Netivei Ayalon Ltd.

Attention Mr./Ms.,

Proposal Form

1. We, the undersigned, after careful reading, examination and understanding of the instructions of Nitivei Ayalon Ltd. (hereinafter: **"the Company"**) for submitting a proposal to enter a contract in the framework of an online tender number 12/20 for the identification and examination of technical solutions for identifying the number of passengers in a vehicle (hereinafter: **"the Tender"** and **"the Services"**, respectively) for all conditions and requirements detailed in all Tender Documents for all their appendixes, hereby offer our Services to the Company, as detailed in the Tender and all its appendixes.
2. We hereby declare that our proposal was prepared according to the Tender and all its appendixes, and that we have received all documents related to the proposal, as well as explanations in all that is related to the proposal and execution of the Services.
3. We hereby declare and undertake that should our proposal be accepted, we will provide all Services in accordance with all terms of the Tender and its appendixes to your full satisfaction, and at the cost detailed in the Tender.
4. Should our proposal be accepted, we hereby undertake to sign, as detailed in the Tender procedures and its conditions, the attached Contractual Agreement, and not to transfer to any other entity any of our rights according to this Agreement and not to add or join any partner nor create another corporation for the use of our rights.
5. In addition, attached to our proposal are all Tender documents, which we have signed. We are aware that failure to complete and/or attach any document whatsoever and/or making changes/additions in the proposal documents may lead to the rejection of our proposal.
6. This, our proposal is irrevocable and cannot be canceled or changed. We hereby consent that you will be entitled, but not obliged, to see this offer and its acceptance by you as an obligatory contract between us. We are aware and consent that you will be entitled to conduct any procedure whose objective is the submission of amended proposals. We are also aware that you may cancel the Tender.
7. In the event that our proposal is accepted, we undertake to meet all preconditions for the signing of the Contractual Agreement, as detailed in the Tender Documents, and that within fourteen (14) days from the day of your decision, we will sign the Contractual Agreement documents and forward our Insurance policies, as well as all additional documents and evidence whose issuance is required.
8. The data and/or documents included in our proposal and which to our opinion constitute confidential information are the following:

Name of Bidder (full):

Names of authorized signatories on behalf of the Bidder: _____

Signatures of the authorized signatories: _____

Signature of the Bidder: _____ -

Date: _____

Appendix 3

Statement of the Bidder regarding Understanding of the Tender Condition

We, the undersigned, after careful reading and examination of all documents of Online Tender number 12/20 for the Identification and examination of technical solutions for identifying the number of passengers in a vehicle, whether attached or not attached but which constitute an inseparable part of the Tender Documents, hereby declare and undertake the following:

1. We hereby declare that we understood the aforementioned in the Tender Documents and submitted our proposal accordingly. That we thoroughly learned and examined the aforementioned in the Tender Documents, and reviewed all requirements, terms and circumstances, physical and legal, that may influence our proposal or the execution of the Services that are the subject of this Tender. That we consent to all of the aforementioned in the Tender Documents and confirm and undertake that we will not raise any suit and/or demands based on lack of knowledge and/or misunderstanding, and we hereby relinquish in advance the aforementioned claims. Notwithstanding the generality of the aforementioned, we are aware and consent that by submitting our proposal, we explicitly relinquish any claim, of any type and kind, regarding inadequacy or irregularity, of any type and kind, of the Tender conditions and/or any of its conditions and/or any condition according to law.
2. We hereby declare that we meet all of the conditions required in the Tender and that our proposal meets all requirements in the Tender Documents, and that we undertake to fulfill all obligations in accordance with the conditions of the Tender Documents, including the Contractual Agreement.
3. We hereby declare that we are aware that execution of the works according to the Tender Documents requires maintenance of confidentiality in anything related to information at our possession, as well as maintenance of a high level of reliability and credibility, and we undertake to fulfill the instructions of the Contractual Agreement documents and fulfill all of our obligations according to this Contractual Agreement, with reliability and credibility, while strictly adhering to all provisions of the law. We hereby undertake that we are not entitled to forward any information at our possession derived from our participation in this Tender to any other entity, or use it in any way outside of the framework of this Agreement.
4. We hereby declare that this proposal is submitted without any coordination with other Bidders, that we have no relationship with any of the Bidders, and that we did not disclose the details of our proposal to other participants in this Tender.
5. We hereby declare that our proposal is within the objectives and authorities stipulated in the documents of the corporation in the name of which the proposal is submitted, and that we are entitled to sign this proposal on behalf of the corporation, and that there is nothing preventing us according to any law or Agreement from signing this proposal.

Date

Signature of the Bidder

Appendix 4

To:

Netivei Ayalon Ltd.

Lawyer's Confirmation

I, the undersigned, _____, attorney of
_____ (hereinafter: "**the Bidder**"), hereby confirm as follows:

1. The execution of the Services and contract in the Contractual Agreement according to Online Tender number 12/20 for location and examination of technical solutions for the Identification of the number of passengers in a vehicle, are in the framework of the Bidder's capacities.
2. The names of the Bidder's managers are: _____
3. The names of persons whose signatures oblige the Bidder are: _____
4. The manner of signing that obliges the Bidder is: _____
5. The owners of the Bidder are: _____
6. The signatures of the following: _____ as well as _____, who signed this proposal and the Contractual Agreement attached to it with the stamp of the proposing corporation in my presence, oblige the proposing corporation for any matter and purpose.

Date

Signature and stamp of the lawyer

Appendix 5

Statement

Regarding the Employment of Foreign Workers according to Law and Payment of Minimum Wage according to the Public Entities Transactions Law of 1976

I, the undersigned, Mr./Ms. _____, bearer of ID number _____, having been warned to state the truth and that I shall be subject to the penalties prescribed by law should I fail to do so, hereby state and declare in writing as follows:

1. That I was duly authorized by _____ (hereinafter: “**the Bidder**”) to sign this statement supporting the proposal for Online Tender number 12/20 for the identification and examination of technical solutions for identifying the number of passengers in a vehicle (hereinafter: “**the Tender**”).
2. I hereby declare that one of the following is true of the Bidder:
 - a. The Bidder and its affiliate have not been convicted by law of violating the Foreign Workers Law.
 - b. As of the last date for submission of Tender proposals, the Bidder and its affiliate have not been convicted by law of more than two offenses according to the Foreign Workers Law.
 - c. If the Bidder or its affiliate have been convicted by law of two or more offenses according to the Foreign Workers Law – that at least one year has passed between the last conviction until the last date for proposal submission.
3. I hereby declare that one of the following is true of Bidder:
 - a. That the Bidder and its affiliate have not been convicted of any offense according to the minimum wage law.
 - b. That as of the last date for the submission of proposals, the Bidder and its affiliate have not been convicted by law of more than two offenses according to the Minimum Wage Law.
 - c. If the Bidder or its affiliate have been convicted by law of two or more offenses according to the Minimum Wage Law – that at least one year has passed between the last conviction until the last date proposal submission.

Regarding paragraphs 2 and 3 above:

“Means of **Control**”, “**Holding**” and “**Control**” – are as defined in the Banking (Licensing) Law of 1981;

“**Affiliate**” is any of the following:

1. Body of persons controlled by the supplier;
2. If the supplier is a body of persons, one of the following: a. holder of a controlling interest in it; b. body of persons with a composition of shareholders or partners, as the case may be, that is similar in its nature to the aforementioned composition of the supplier, and the areas of activity of the body of persons are meaningfully similar to the supplier’s fields of activity; c. the person responsible on behalf of the supplier for the payment of the work wage;

3. If the supplier is a body of persons that is materially controlled – another body of persons that is significantly controlled by the party controlling the supplier

“**Convicted**” of a felony – convicted in a peremptory ruling of a felony after the 31st of October 2002);

“**Foreign Workers Law**” – Foreign Workers Law (Prohibition of Illegal Employment and Assurance of Fair working Conditions) of 1991.

“**Minimum Wage Law**” – Minimum Wage Law of 1987;

“**Material Control**” – possession of three quarters or more of a specific type of means of control of the body of persons;

4. This is my name, this is my signature, and the content of my above statement is true and accurate.

Signature of the declarant

Confirmation

I, the undersigned, _____, attorney, of _____ Street, hereby confirm that on the day of _____, Mr./Ms. _____, who is authorized to sign on behalf of the Bidder, appeared in my office, and identified himself via ID whose number is _____, and after he was advised to declare the truth and that he is subject to the penalties stipulated by law if he fails to do so, approved the accuracy of his above declaration and signed it in my presence.

Attorney’s signature and seal

Statement

Regarding Proper Representation of Persons with Disabilities

According to the Public Entities Transactions Law of 1976

I, the undersigned, Mr./Mrs. _____, bearer of ID number _____, having been warned to state the truth and that I shall be subject to the penalties prescribed by law should I fail to do so, hereby state and declare in writing as follows:

1. That I was duly authorized by _____ (hereinafter: **"the Bidder"**) to sign this statement supporting Online Tender number 12/20 for the location and examination of technical solutions for identifying the number of passengers in a vehicle (**"the Tender"**).
2. I hereby declare and confirm that I understand the significance of paragraph 9 of the Equal Rights for Persons with Disabilities Law of 1998 and that it was explained to me (hereinafter: **"the Equal Rights Law"**).
3. I hereby undertake to forward a copy of this statement to the CEO of the Ministry of Labor, Welfare and Social Services within 30 days after entering into a contract with Netivei Ayalon Ltd..
4. Mark the relevant sentence with an X:
 - The provisions of paragraph 9 of the Equal Rights Law do not apply to the Bidder.
 - The provisions of paragraph 9 of the Equal Rights Law apply to the Bidder and it abides to them.

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

- The Bidder undertakes to contact the CEO of the Ministry of Welfare and Social Services to examine the fulfillment of its obligations according to paragraph 9 of the Equal Rights Law, and upon necessity – to receive instructions regarding their implementation.
 - If the Bidder employs at least 100 workers and the Bidder undertook in the past to contact the CEO of the Ministry of Labor, Welfare and Social Services for examining the fulfillment of its obligations according to paragraph 9 of the Equal Rights Law, the Bidder declares that it contacted him as required and acted for the implementation of the instructions.
5. This is my name, this is my signature, and the content of my statement above is true and accurate.

Signature of the declarant

Confirmation

I, the undersigned, _____, attorney, of _____ Street, hereby confirm that on the day of _____, Mr./Ms. _____, who is authorized to sign on behalf of the Bidder, appeared in my office, and identified himself via ID whose number is _____, and after he was advised to declare the truth and

that he is subject to the penalties stipulated by law if he fails to do so, approved the accuracy of his above declaration and signed it in my presence.

Attorney's signature and seal

Appendix 6

Date: _____

The:

The Tender committee of

Netivei Ayalon

Regarding: **Statement regarding the Bidder's Status**

I, the undersigned, Mr./Mrs. _____, bearer of ID number _____, having been warned to state the truth and that I shall be subject to the penalties prescribed by law should I fail to do so, hereby state and declare in writing as follows:

1. I was duly authorized by _____ (hereinafter: "**the Bidder**") to sign this statement supporting the Bidder's proposal for Online Tender number 12/20 for the location and examination of technical solutions for identifying the number of passengers in a vehicle (hereinafter: "**the Tender**").
2. I hereby declare as follows:
 - 2.1. The Bidder is not under procedures of receivership, bankruptcy, or liquidation;
 - 2.2. The Bidder is not facing insolvency;
 - 2.3. Expropriations at a rate higher than its funds were not applied to the assets of the Bidder.
3. This is my name, this is my signature, and the content of my above statement is true.

Signature of the declarant

Confirmation

I, the undersigned, _____, attorney, of _____ Street, hereby confirm that on the day of _____, Mr./Ms. _____, who is authorized to sign on behalf of the Bidder, appeared in my office, and identified himself via ID whose number is _____, and after he was advised to declare the truth and that he is subject to the penalties stipulated by law if he fails to do so, approved the accuracy of his above declaration and signed it in my presence.

Attorney's signature and seal

Appendix 7

Statement of the Bidder

To Prove that the Bidder meets the Threshold Conditions of Paragraph 5.4 of the Tender

I, the undersigned, Mr./Mrs. _____, bearer of ID number _____, having been warned to state the truth and that I shall be subject to the penalties prescribed by law should I fail to do so, hereby state and declare in writing as follows:

1. I serve as a manager at _____ (name of Bidder), corporation/authorized dealer number _____ (hereinafter; **"the Bidder"**), duly registered in Israel, and I was duly authorized by the Bidder to sign this statement supporting the Bidder's proposal for Online Tender number 12/20 for the location and examination of technical solutions for identifying the number of passengers in a vehicle (hereinafter: **"the Tender"**).
2. The Bidder and/or the sub-contractor on its behalf (as defined in paragraph 1.5.7.1 of the Tender booklet) invested in the Proffered System at least 200,000 NIS (not including VAT) cumulatively as of the time of publication of the Tender.
3. An accountant's confirmation is hereby attached for the statement in paragraph 2 above.

Signature of the declarant

Confirmation

I, the undersigned, _____, attorney, of _____ Street, hereby confirm that on the day of _____, Mr./Ms. _____, who is authorized to sign on behalf of the Bidder, appeared in my office, and identified himself via ID whose number is _____, and after he was advised to declare the truth and that he is subject to the penalties stipulated by law if he fails to do so, approved the accuracy of his above declaration and signed it in my presence.

Attorney's signature and seal

Date: _____

To: _____ (name of Bidder)

Regarding: **Financial Turnover of Development Investments**

We, Accounting Firm _____, auditors of _____ (hereinafter: "**the Bidder**") (the Company submitting a proposal for Tender 12/20)(hereinafter: "**the Tender**"), hereby confirm that we have audited the statement of the Bidder regarding the scope of investments in development (in accordance with the requirements of the Tender) included in the proposal for the Tender of the Bidder hereby attached and marked with the stamp of our office for identification purposes only.

This statement is under the responsibility of the Bidder's management. Our responsibility is to provide an opinion on the statement based on our audit.

We have conducted our audit in accordance with the customary auditing standards in Israel, and have carried out those same auditing procedures which we considered to be necessary under the circumstances. The audit was conducted to obtain a reasonable degree of assurance that the aforementioned statement is not a materially false representation. Our audit included a sampled examination of the supporting evidence to the amounts and information in the statement. An audit also includes examination of the accounting rules that were implemented and the significant measures of the Bidder's management as well as evaluation of the compatibility of the representations in the statement. We believe that our audit provides an adequate basis for our opinion.

We believe that the statement regarding the scope of investments in development correctly reflects its content in all significant terms, in accordance with the entries on which it was based.

Sincerely,

Accountant

Appendix 8

Statement regarding Absence of Conflict of Interests

Date: _____

To:

The Tender committee

Netivei Ayalon

Statement

I, the undersigned, Mr./Mrs. _____, bearer of ID number _____, having been warned to state the truth and that I shall be subject to the penalties prescribed by law should I fail to do so, hereby state and declare in writing as follows:

1. I serve as a _____ at _____, corporate number _____ (hereinafter: "**the Bidder**") and I hereby sign this statement supporting the proposal for Online Tender number 12/20 for the location and examination of technical solutions for identifying the number of passengers in a vehicle (hereinafter: "**the Tender**"), published by Nitivei Ayalon Ltd. (hereinafter: "**Netivei Ayalon**");
2. The Bidder has and will have no conflict of interest of any type and kind whatsoever as of the time of provision of Services for Nitivei Ayalon, nor any business relationships and/or personal relationships and/or other relationships and/or any other matter that may place the Bidder and/or team members in a situation of conflict of interests or concern for conflict of interest (hereinafter: "**Conflict of Interests**");
3. If the Bidder wins the Tender of Nitivei Ayalon, the Bidder and team members will act in good faith and in the Company's favor only;
4. The Bidder and the team members undertake to avoid being in any situation of conflict of interests whatsoever during their work with Nitivei Ayalon, and undertake to notify Nitivei Ayalon immediately when a concern is raised regarding a situation of conflict of interests as mentioned above.
5. The Bidder and its staff hereby undertake to cease any action on behalf of Nitivei Ayalon and/or provision of any service related to the project and/or Nitivei Ayalon in any case of concern as mentioned above in paragraph 4, until the receipt of the instructions of Nitivei Ayalon in this matter;
6. Notwithstanding the generality of the aforementioned, below are the details of the entities and/or corporations that are directly and/or indirectly related to the Bidder and/or the team members and/or to whom the Bidder and/or team members provide them Services and/or that the Bidder and/or team members had a personal or business relationship with them during the submission of the proposal for the Tender, which may place the Bidder and/or the team members in a situation of conflict of interests:

The entity	The nature of the relationship with the entity and/or anyone on its behalf

7. This is my name, this is my signature, and my statement above is true and correct.

Date

Name of declarant

ID

Signature of the declarant

Confirmation

I, the undersigned, _____, attorney, of _____ Street, hereby confirm that on the day of _____, Mr./Ms. _____, who is authorized to sign on behalf of the Bidder, appeared in my office, and identified himself via ID whose number is _____, and after he was advised to declare the truth and that he is subject to the penalties stipulated by law if he fails to do so, approved the accuracy of his above declaration and signed it in my presence.

Attorney's signature and seal

Appendix 9

Conditions for Participation in the Tender in the Framework the Dekel Tender System

1. I hereby confirm that I have read carefully all of the above Tender documents, and that I am aware that all Tender documents without exception, including this appendix, constitute an inseparable part of the Tender documents for all matters and purposes.
2. This Tender is managed via an internet website named 'Dekel Tender', whose address is: <https://bids.dekel.co.il/ayalon> (hereinafter: "**the Website Address**").
3. Below are the Tender procedures, as they are managed via this website:
 - 3.1. Registration to Dekel Tender and issuance of a username and password per participant. It must be emphasized that bidders will enter with their personal usernames and passwords only.
 - 3.2. Review of the Tender documents and threshold conditions.
 - 3.3. Registration for the tender via the website and receipt of a confirmation for the bidder's participation in the Tender.
 - 3.4. Management of attachments: all Tender documents, including appendixes and references are to be downloaded from the designated tab. The bidders shall print and complete all Tender documents according to the instructions detailed in the Tender Conditions booklet. After completing and signing the documents, and after attaching all of the required documents, scan the documents in a manner that enables easy reading, and submit them via the designated tab, according to classification: mandatory documents, response to clarification questions (to be published on the date determined for this purpose), additional notices and non-mandatory documents. It must be clarified and emphasized that the online system does not review the content of the submitted document or its compatibility with the Tender's requirements, and the bidder is responsible for doing so.
 - 3.5. The price offer will be submitted via the designated tab of this website only, after the bidder confirms by pressing on the Ok button the sending of its price offer.

The system will sign and send the bidder's offer in an encrypted manner, so that it cannot be viewed by any entity prior to the time of the opening of the mailbox by the Tender Committee and/or its authorized personnel.
 - 3.6. Sending of a single offer. It must be clarified and emphasized to the participants that one participant cannot submit more than one offer, and that after submitting the offer via the online system, the system will disable the submission of more documents by the bidder.
4. For further questions, contact Mrs. Oshrat Alon of Dekel, Tel- 04-8145400, extension 1, or via email: oshrata@dekel.co.il.
5. I hereby declare that I understand all documents and their details, and that the location of execution of the contract, access conditions and all other forces that affect or may affect it, including expenses, are known to me, and that I have formulated my offer accordingly.

Name of participant

Address

Telephone

Contact person

Signature and stamp

Date