



Document A - tender conditions booklet

**Automated tender (online) No. 22/65**

**for planning, procurement, construction, operation and maintenance of a project**

**Congestion tax**

**Updated edition: September 2022**



## introduction

### 1.1 Open a thing

Natibi Ayalon Ltd. (hereinafter: "the **inviter**") hereby invites proposals to enter into an agreement with it for the planning, procurement, construction, operation and maintenance of a congestion tax project in the Gush Dan metropolis (hereinafter: "**the project**" or "**congestion tax project**"), as detailed in the tender documents.

### 2.1 General background

The ordering party is a government company as defined in section 1 of the Government Companies Law, 1975-55, which is subject to the Law on the Obligation of Tenders, 5722-1992 by virtue of section 2(a) of the law, which is engaged in the management, planning and execution of transportation projects according to the decisions of the government and its basic documents.

2.2.1 Since its inception, Sabra has accumulated extensive engineering and management experience in complex and large-scale metropolitan and urban projects, and is currently one of the leading companies in the planning and execution of projects in the field of infrastructure and transportation in the State of Israel.

3.2.1 Due to the existing transportation situation in the Gush Dan metropolis and the expected increase in traffic congestion, a tax law was enacted on November 18, 2021 to reduce traffic congestion in the Gush Dan area, 2021 (hereinafter: "**the law**" or "**congestion tax law**", according to which it will be collected Congestion tax at the entrance and exit of the Gush Dan area from the owners of the vehicles that will enter and leave pre-defined charging coins. Law given . [https://fs.knesset.gov.il/24/law/24\\_Isr\\_611801.pdf](https://fs.knesset.gov.il/24/law/24_Isr_611801.pdf)

<sup>1</sup>in the link

congestion

tax

[24/law/24\\_Isr\\_611801.pdf](https://fs.knesset.gov.il/24/law/24_Isr_611801.pdf)

Watch

4.2.1 The purpose of the law is to help ease the heavy traffic congestion on the roads of the State of Israel,

In view of the significant economic cost and the damage to the quality of life involved.

5.2.1 In a government decision dated March 22, 2017, the orderer was appointed as the company appointed under the Congestion Tax Law, responsible for promoting the project that is the subject of this tender and managing the collection system for the Tax Authority, as part of the duties assigned to the company appointed under the law.

### "Congestion Tax" project

3.1

1.3.1 In accordance with the Congestion Tax Law, the planned payment model is a binary model, based on the taxation of entry into and exit from the toll rings, delimiting the area to which entry and/or exit requires payment, through the placement of toll gates, as defined below.

The obligation to pay in the aforementioned model was defined by law for moving between the billing rings, according to the division of the Gush Dan area into three billing rings - the inner billing ring that includes the The source of congestion as defined in the law, the middle charge ring that surrounds the inner one, and the outer charge ring that surrounds the first two. The map on it

2.3.1



These three billing rings are sketched and attached as an appendix to the engagement agreement in document B of the tender documents (above and below: "Bidding rings"), for information only, however it is clarified that the binding map will be the one that will be updated from time to time according to the law.

The entrance to and exit from the toll rings will be identified through independent external systems, based on an array of cameras, which will be provided and maintained by the winner who will operate the project, and which do not depend on the approval of the vehicle owners or drivers. These systems will be placed at each billing gate, at each of the access points to the billing rings.

This tender is a tender for the planning, procurement, construction, installation, operation and maintenance of everything required for the collection of tax from debtors as detailed in the specifications. The establishment of the billing sites will be carried out by contractors on behalf of the ordering party and will be delivered by them to the winning bidder as detailed in the establishment volume.

#### The services in the project

4.1

1.4.1 The winning bidder will be responsible for the planning, procurement, construction, operation and maintenance of identification means and technological systems, including:

1.1.4.1 The purchase of all the equipment required for vehicle identification, including ALPR cameras and VDS systems and their installation at the toll gates.

2.1.4.1 Purchase and installation of all equipment required to ensure the ongoing activity of the billing system, including the electrical equipment, communication, etc.

3.1.4.1 Planning, construction, procurement, development and supply of all the systems required for calculating the tax amounts and collecting them, including:

A. The billing system, including the billing system;

B. the collection system;

third. The technological set-up, on all the infrastructures and systems included in it;

d. control centers and data centers;

God. service system for debtors and the general public;

and. the operation and maintenance services management system;

G. Service level compliance control systems.

4.1.4.1 Operation and maintenance of a technical setup for the maintenance of the gates and all the systems the technologies.

5.1.4.1 Activation of a manual photo decoding system, to improve the percentage of license plate recognition.

6.1.4.1 Operation and maintenance of a collection system from owners of vehicles traveling in the billing area.



7.1.4.1 Management of the information request process, and the process of submitting an inquiry/reservation request

positive

8.1.4.1 Assisting and accompanying the ordering party, the tax authority and any entity on behalf of the state, in appeals procedures,

including conducting inquiries and preparing an information file; Assistance and accompaniment that is requested in any legal

procedure in connection with the project subject to the tender.

9.1.4.1 Developing and performing additional upgrades to the technological systems.

10.1.4.1 Providing reports on the project's activity.

11.1.4.1 Planning, establishment, management, maintenance and operation of a customer service center

Service (for debtors and the general public).

12.1.4.1 Planning, setting up, managing, maintaining and operating a communication system.

And everything in accordance with and subject to what is detailed in the tender documents (hereinafter together: "the services").

2.4.1 The services include everything necessary to perform them, and all the approvals required to perform the services according to any law, while coordinating with other service providers in the project.

3.4.1 At the end of the engagement (either at the end of the agreement period or when it is canceled for any reason), the winning bidder will hand over all the project's activities and assets, with the exception of the project's assets that are not intended for return, to the ordering party.

Without detracting from the generality of the above, the winner will cooperate, fully, with the ordering party, with the tax authority and with all other parties authorized by the state in the project, and with anyone designated by the ordering party, all in accordance with the instructions and guidelines of the ordering party.

Preparation for submitting the proposal      4.4.1      5.4.1

By submitting bids in this procedure, each bidder, a shareholder in the bidder, and parent company - guarantor (as applicable), and anyone on their behalf, confirms that he has received the tender documents, read them and understood them, and that he accepts their terms and all the obligations contained therein.

Each bidder, a shareholder in the bidder, and parent company -Araba (as applicable), and anyone on their behalf, will be considered as having received appropriate legal advice for participating in the tender, and as having studied and acquired proficiency in all relevant laws for the procedure, the tender and the project. The proposals will be prepared and submitted in accordance with the provisions of each law (including, in amendments to the law that may apply during the tender procedure).

The bidder also confirms that he was incorporated as a designated company according to the law, whose purpose according to its regulations is limited to participation in the tender stage, to submitting a bid for the tender and to the execution of the project (as long as the bidder is declared the winning bidder), (SPC - Single Purpose Company) only.



### Independent tests and checking the billing sites 5.1

The bidder must check, in the eyes of an expert, at his own expense and responsibility, by himself and independently, all aspects, risks and information that can and will affect, directly or indirectly, the submission of the bid, the signing of the agreement and the execution of the project, in accordance with the instructions of the tender documents, including all of these:

The location of the toll gates and their surroundings, including physical and geological conditions, on-site infrastructure, and access options to the toll site; 1.1.5.1

Technological aspects 1.5.1.2

Financial aspects 1.5.1.3

; Establishment of aspect planning 1.5.1.4

; and maintenance and operation aspects 1.5.1.5

Environmental aspects 1.5.1.6

Legal aspects including compliance with any law; 7.1.5.1

the requirements of the relevant authorities, including the relevant municipal authority; 8.1.5.1

Any data and legal, planning, engineering, technological, performance, operational, financial or other business risk, relevant for the purpose of submitting the offer, the execution of the project and the set of obligations of the winning bidder according to the tender documents; 9.1.5.1

All the systems and equipment required for the implementation of the project as well as all aspects of information security and the personnel derived from them, in accordance with the tender documents. 10.1.5.1

Bidders are invited to independently check the billing site and obtain all the information they need to prepare and submit their bids, sign the agreement and execute the project in accordance with the instructions of the tender documents. 2.5.1

### Information provided to bidders 6.1

The data contained in the tender documents or any other data provided by the ordering party or by anyone on its behalf should not be considered as a representation, statement or commitment of any kind by the ordering party or anyone on its behalf, among other things, in relation to the project and its execution, including its content, scope, for the distribution of the risks that will be offered in its framework, for the time and manner of its execution or for the information to be complete, correct and accurate. 1.6.1

2.6.1 Reliance on behalf of the bidder or anyone on his behalf, including officers, employees and managers, or related to them, on information contained in the tender documents or on any information provided or to be provided by the ordering party, or anyone on its behalf, including any assumption, conclusion, interpretation , intention or information in connection with the description of the project and the tender procedure, is at their sole responsibility and they will not have any claim against the ordering party, or anyone on its behalf in anything related to this.



There is nothing in the description of the project, in the tender procedure, or in the delivery of the information contained in the tender documents, or to be provided on their behalf, to impose responsibility on the ordering party, or on its behalf, for the aforementioned information or its use, to the extent that it is done by the bidders, on their behalf, or by the winning bidder or His representative. Without detracting from the generality of the foregoing, the tender committee, or anyone on its behalf, will not be held responsible for any type of damage, loss or expense incurred by any of the bidders or anyone on their behalf or any third party due to reliance on any assumption, conclusion, interpretation, intention or information detailed in the tender documents.

4.6.1 In any situation of a gap detected by the offeror between the design and the requirements detailed in the specifications, the offeror must forward to the customer a request for clarification on this matter, in accordance with the procedure set forth in section 11 below, no later than the deadline for submitting clarifications set forth in section 12.1 below.

Without prejudice to the above, the inviter intends to publish information and plans regarding the project in an information room ( VDR ), and these will be updated from time to time. Bidders must follow the updates in the information room regularly.

#### 7.1 Order of priority between documents

In the event of a contradiction between the parts of the tender documents, the tenderer will be bound by the provision that is more stringent among them, as determined by the tender committee, unless the tender committee expressly determines otherwise in writing. Without deviating from what is stated in section 1.11 below, any such contradiction will be brought to the attention of the Tenders Committee as soon as possible.

#### Validity of tender documents 8.1

If a competent court finds that a clause or clauses in the tender documents, or parts of a clause or parts of clauses in the tender documents, are invalid, or are void, or cannot be enforced, this will not affect the remaining parts of the tender documents, which will remain valid and binding for all intents and purposes . To the extent that it is necessary to interpret or enforce the tender documents, for the purpose of interpreting or enforcing as mentioned, any part declared invalid by the competent court will not be taken into account.

#### The cost of preparing the proposals 9.1

Except as expressly stated in the provisions of section 3.15 below, the bidders, the shareholders in the bidders, and the company - A guarantor (as applicable) and anyone on their behalf, will bear all the expenses of their participation in the tender and the preparation of the bids, as they will be updated in accordance with the instructions of the tender documents, and will not be entitled to any compensation or indemnification from the tender committee or anyone on its behalf for such expenses, including in the event of the cancellation of the tender for any reason .

#### Definitions 1.10

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

any of these: - "means of control"

- 1) Voting power at a company's general meeting



2) The right to appoint directors of the corporation or  
its general manager

3) The right to profits

the inviter        of        the Internet        site  
www.ayalonhw.co.il: at the address

"The website of  
the inviter"

Each billing rate and environment and

"Billing Sites"

Each of the corporations or individuals holding the  
offeror's shares, as will be detailed in the offer to be submitted to

"Shareholders in the offer"

According to the terms of this tender

Congestion Tax Law as well as all the laws, regulations,  
orders, rules, judgments and legal acts, orders, binding  
standards, by-laws, administrative orders, plans and  
permits as defined in the Planning and Construction  
Law, 5655 1965 (including the statutory plans), and all  
whether are explicitly mentioned in the tender  
documents or not, as well as foreign and other local  
regulations to which the winner is bound according to  
the tender documents, and everything as amended or  
changed from time to time

"law"

The tender committee of the convenor

"Tenders Committee"

as defined in section 3.3.1

"charge rings"

Whoever submitted a bid for the tender

"offers"

A bidder who will be announced as the winner of the tender will sign with him  
ordering the agreement

"The winning bidder"

As defined in the Securities Law, 5778-1968

"control"

Physical gates that will be placed in the billing rings and on which the  
terminal equipment of the billing system will be installed

"Debit rates"

Tenders Obligation Regulations, 1993

"Tender Obligation Regulations"

#### 11.1 Contract period

1.11.1 The contract period with the successful tenderer will be from the date the client signs the agreement until the end of **twelve (12) years from the date of receipt of an operating approval for the project**. The winning bidder must complete the construction of the project and receive an operating permit no later than a day

28.2.2025



2.11.1 The client is given the right of choice (option), at its sole discretion, to extend the contract period beyond twelve (12) years from the date of receipt of operating approval for the project, in two (2) additional periods of up to three (3) years each, as specified in the engagement agreement.

### 12.1 Schedules

The planned schedules for the procedure are as follows:

13:00 on 23.10.2022 -	Online offer meeting
- 2022.10.27 until 00:13	The deadline for round 1 clarification questions
2022.11.24 until 00:13	The deadline for round 2 clarification questions
- Fourteen (14) days before the due date	The deadline for submitting the form of the tender
The last for bidding	guarantee for preliminary examination
- 2023.1.31 until 00:13	The deadline for submitting bids

The ordering party is entitled, at any time and at its sole discretion, to change the schedules for the procedure, in a notice to be given to the bidders.

## 2. The tender documents

1.2 These are the documents that constitute the tender documents:

1.1.2 Document A - the tender conditions booklet, with its appendices (this document):

The offeror and profile statements - 1 Appendix 2.1.1.1

2.1.1.2 Appendix 2 - Declarations and commitments of the shareholders and the parent-guarantor companies;

3.1.1.2 Appendix 3 - Financial offer form (**the details of the financial offer must be specified in the automated system only and no later than the deadline for submitting offers**);

; to indemnify a written obligation - 4 Appendix 2.1.1.4

; 5.1.1.2 Appendix 5 - Affidavit according to the Public Bodies Transactions Law, 1976

The guarantee tender version - 6 Appendix 2.1.1.6

; Din prepares a certificate - 7 Appendix 2.1.1.7

8.1.1.2 Appendix 8 - Statement on non-payment of "brokerage fees" to "brokerage agents";

9.1.1.2 Appendix 9 - Affidavit to prove the offeror's experience for meeting the threshold conditions  
the professionals;

10.1.1.2 Appendix 10 - Affidavit regarding the status of the bidder/shareholder in the bidder;

11.1.1.2 Appendix 11 - Affidavit of shareholders in the offeror regarding financial soundness;



Approval letter - 12 Appendix 2.1.1.12

13.1.1.2 Appendix 13 – Declarations and obligations of the parent company;

14.1.1.2 Appendix 14 - Declaration and commitment of a party with experience in the toll project;

15.1.1.2 Appendix 15 - Declaration and commitment of a related company;

16.1.1.2 Appendix 16 - Affidavit regarding the absence of conflict of interest;

17.1.1.2 Appendix 17 - link to the specifications (and confirmation that the bidder has downloaded, viewed and approved the

All the specifications in the project - Appendix A to the engagement agreement;

18.1.1.2 Appendix 18 - Conditions of participation in the tender within the "Dekal Mecharz" system;

19.1.1.2 Appendix 19 - List of consultants to invite;

Form opening provider - 20 Appendix 2.1.1.20

21.1.1.2 Appendix 21 - Instructions for submitting the financial model;

Discount basis - 22 Appendix 2.1.1.22

2.1.2 Document B - the agreement, on its appendices, including the specifications and their attachments.

All tender documents, whether attached or not, are the property of the inviting party and are given to bidders for the purpose of preparing and submitting their bid and for that purpose only. For the avoidance of doubt, it is clarified that these documents are the property of the ordering party even after they have been filled out by the bidder, and that the ordering party may make any use of them, according to its sole discretion, whether or not the bidder is selected to perform the services that are the subject of the tender, without the bidder be any claim or claim in connection therewith. The bidders and/or those receiving the tender documents may not copy the tender documents or use them for any other purpose.

2.2

**3.2 The set of tender documents can be downloaded (free of charge) from the ordering party's website, under**

"Tenders and contracts" tab on the home page.

**3. The threshold conditions for you to participate in the tender**

may submit an offer for this tender, an offeror in which, as of the last date for submitting offers, all the following conditions are met in aggregate

as follows: \_\_\_\_\_

**General threshold conditions:** 1.3

**1.1.3 Special purpose company:** The bidder was incorporated as a special purpose company according to the law, whose purpose according to its regulations is limited to participation in the tender stage, to submitting a bid for the tender and to the execution of the project as long as the bidder is declared the winning bidder only (Purpose Single - SPC).



**Bidder composition:** The bidder may have up to 3 shareholders each holding at least ten percent (10%) of the means of control of the bidder, who joined together for the purpose of participating in the tender and carrying out the project, provided that the following conditions are met:

2.1.3

Shareholders of the offeror are corporations incorporated and legally registered in Israel or corporations incorporated in a country that has diplomatic relations with the State of Israel and registered to do business in Israel, or individual citizens and residents of Israel or a country that has diplomatic relations with Israel.

1.2.1.3

At least one of the shareholders in the bidder, who owns at least thirty percent (30%) of it (in each of the means of control), meets the professional threshold condition (according to alternative A or B) detailed in section 2.3 below.

2.2.1.3

The offeror, through all the shareholders who hold it, meet the financial threshold conditions detailed in section 3.3 below.

3.2.1.3

The shareholders in the offeror signed a shareholders' agreement among themselves and declared in Appendix 2-1 the following details, among others:

4.2.1.3

The details of the shareholders in the offer and the holding rates of each of them in the offer. ]A[

]B[

, The identity of the authorized representative on behalf of the bidder to contact the inviting party on his behalf and to receive messages and/or instructions for him and on his behalf and whose signature will bind the bidder for anything and everything related to the tender.

]third[

3.1.3 The bidder has all the required approvals and affidavits according to the Public Entity Transactions Law, 1976. Notwithstanding the above, the bidder will be exempt from submitting approvals that were not issued as a result of being a new corporation, provided that he submits a letter from an attorney confirming that the approvals have not yet been issued Because of this.

4.1.3 The bidder provided an autonomous, unconditional and irrevocable bank tender guarantee for the execution of the offer, as specified in section 1.6 below.

Professional threshold conditions: 2.3

The offeror is required to meet professional threshold conditions according to alternative A or according to the two cumulative conditions in alternative B, as of the last date for submitting the offers.

For the purpose of this section 2.3 -

"Subscriber" - anyone who owns a cellular line that receives communication services regularly, according to an agreement, from an owner The RTN license.

"Toll project" - a project within the framework of which a fee is collected from road users, which corresponds to The following cumulative requirements:



A. At least ten million vehicle crossings per year have been identified, which are subject to payment; B.

The identification is by photographing the vehicles and deciphering the license plates; third.

The project includes the payment calculation, collection processes and customer service.

**"PPP project** - "a project for the supply of services or products within the framework of a concession agreement (PPP of all types, including BOT, PFI, BOO) between the concessionaire and the state or a body on its behalf, which included construction and then the provision of operation and maintenance services for at least ten (10) years, While the owner of the presented experiment was responsible for the construction, financing, operation and maintenance of the service subject to the franchise agreement, with a total financial scope (construction, operation and maintenance) of at least NIS 1 billion (without VAT).

**"The operating contractor in the congestion tax project"** - a subcontractor with whom the winning bidder will contract, and who will be responsible for all operation and maintenance services in the congestion tax project, as defined in Appendix B to the contract agreement.

**"Operation and maintenance services in the toll project"** - operation and maintenance at a minimum of photography and interpretation services, toll calculation and collection.

**"Operation and maintenance services in the PPP project in the field of transportation infrastructure"** - services provided for the purpose of ensuring the ongoing operation of the project as a whole, on all the infrastructures and systems included in it.

**"Transport infrastructure sector"** - road or light rail.

:a alternative      3.2.1

One of the shareholders in the bidder, who owns at least thirty percent (30%)

From the means of control, he has experience of at least three (3) consecutive years out of the seven (7) years preceding the deadline for submitting bids, in providing operation and maintenance services in at least one toll project, in Israel or abroad.

It is clarified that if the bidder wins the tender, this shareholder will be required to hold at least thirty percent (30%) of the means of control of the operating contractor in the congestion tax project.

:b an alternative      3.2.2

1.2.2.3 Condition No. 1 – one of the shareholders in the bidder, who owns it at least

Thirty percent (30%) of the means of control is:

[a] Has experience of at least three (3) years out of ten (10) years preceding the deadline for submitting bids, in providing operation and maintenance services in at least one PPP project in Israel, in the field of transportation infrastructure.

or –

[b] Whoever has carried out works for the deployment of a communication infrastructure for at least two hundred thousand (200,000,200) households, through which he serves, as of the deadline for the submission of bids, at least 1 million (000,000,000) subscribers, being



Holder of a valid general license for the provision of RTN (mobile radio telephone) services in the method

Cellulose

and -

2.2.2.3 Condition No. 2 - The bidder has a signed memorandum of understanding with a party that has at least three (3) consecutive years of experience out of seven (7) years preceding the deadline for submitting bids, in providing operation and maintenance services in at least one toll project, in Israel or abroad .

In the memorandum of understanding it will be stipulated that the aforementioned party will hold at least fifty percent (50%) of the means of control in the operating contractor in the congestion tax project. The mentioned party will sign the written statement and commitment attached as **Appendix 14** to the tender conditions booklet.

It is clarified in relation to the two alternatives that: 3.2.3

1.3.2.3 It is not possible to prove the required experience through two shareholders holding a total of thirty percent (30%).

2.3.2.3 Only: will be recognized as having experience in a toll project or a PPP project:

A. The body that had a direct contract with the state or a body on its behalf to provide the services.

Notwithstanding the above, in alternative A and in condition #2 in alternative B (experience in a toll project), the body that served as the operating contractor in the project (signed an agreement with the body that has a direct relationship with the aforementioned state) will also be recognized as having experience.

B. Any shareholder/partner in the entity as stated in section a, whose share in it was at least thirty percent (30%), provided that he held it for the minimum period required by the threshold conditions.

3.3.2.3 It will be possible to attribute the experience of a related company to the party that proves its experience according to threshold conditions 2.3, except in the case that the related company complies with what is stated in section 2.3.2.3b, provided that the related company signed the declaration and commitment letter attached as **Appendix 15** to the tender conditions booklet, in which it committed , among other things, towards the proposer and inviter to put her knowledge and experience to the benefit of the project. For the purpose of this section: "**Related company**" - a legal entity that controls this entity, or is controlled by it, or is and it is under joint control of another entity, all directly or indirectly. "Control" - as defined in the Securities Law, 1968. The proposal will be accompanied by a family tree describing the holdings, directly and indirectly, between the party to which attribution of experience is requested and the related company.

Financial threshold conditions: 3.3

Shareholders in the bidder (with the exception of a shareholder in the bidder who is a "financial body"), will be the owners of the firm



the financial as required by the cumulative conditions detailed in sections 1.3.3 - 3.3.3 below.

For the purpose of this section 3.3 -

**"Institutional body"** - any of the bodies listed in Sections 3-1 in the first supplement to the Securities Law, 5788 1968; in the case of foreign bodies - the bodies similar to them according to the relevant law applicable to them in their domicile.

**"Financial body"** - banking corporation, institutional body or private investment fund.

**"The financial statements"** - the consolidated annual financial statements (as applicable) that are audited, in accordance with accepted accounting rules (as detailed in section 9.3.3 below).

**"Equity"** - "Equity after neutralizing rights that do not confer control", "Equity after neutralizing minority rights", "Total capital attributed to the owners of the company", or any section in the financial statements that has

Same meaning.

**"The unrealized investment obligations"** - the total investment obligations, minus the funds invested by the private investment fund and the funds that the private investment fund has committed to invest.

**"Insurer"** - a person who received an Israeli insurer license according to the Law on the Supervision of Financial Services (Insurance), 1981-1981.

**"Private investment fund"** - an Israeli fund whose most investors (more than 50%) are Israeli institutional entities, which is after first closing, and which is not registered for trading.

**"Last financial year"** - 2021.

**"The last three financial years"** - the financial years 2019, 2020 and 2021.

**"Banking corporation "** - each of the entities listed in section 4 of the first supplement to the Securities Law, 5778-1968, and in the case of foreign entities - the entities similar to them according to the law applicable to them

in their place of residence.

**turnover revenue** 3.3.1

In the last three (3) financial years, the weighted average of the average annual revenue cycles of all shareholders in the bidder who are not a financial entity was at least one hundred fifty million (150,000,000,000) NIS, and this is based on the financial statements of each of the members of the bidder for these years.

For the purposes of this section 1.3.3, the average of the average annual revenue cycles of all shareholders in the bidder, will be calculated according to the proportion of their holdings in the bidder, as follows:

$$\text{AAI} = (R1 + R2 + \dots + Rn) * 150,000,000$$



AAI - average of the annual revenue cycles of all shareholders

in the tender

R - the holding rate of a shareholder in the bidder.

n - the number of shareholders in the offer.

Notwithstanding the foregoing, in the event that one or more of the shareholders in the bidder is a financial entity, the average minimum annual revenue turnover of all members of the bidder will be one hundred and fifty million (000,000,150) NIS, times the percentage of the holdings of the shareholders in the bidder who are not financial

3.1.3.3

entities in accordance with the formula As follows:

$$\text{AAI} = (R_1 + R_2 + \dots + R_n) * 150,000,000$$

AAI - average of the annual revenue cycles of all shareholders in the bidder (who are not financial entities).

R - the holding rate of a shareholder in the bidder who is not a financial entity.

n - the number of shareholders in the bidder who are not financial entities.

For the purpose of this section 1.3.3, the average annual revenue turnover of a shareholder

4.1.3.3

in the bidder will be calculated as follows:

$$(TO_t + TO_{t-1} + TO_{t-2}) / 3 = \text{annual average turnover revenue}$$

TO - the income cycle of a shareholder in the bidder for the relevant year.

t - the last fiscal year.

### 2.3.3 Cash flow from current activities

Below: 3.3.2.2 or 3.3.2.1 of the clauses in one of the sections is required to present

The average cash flow from current activities of each shareholder in the bidder who is not a financial entity, in the last three (3) fiscal years is positive (or equal to zero).

1.2.3.3

For the purpose of this section, the average cash flow from current activities of a shareholder in the bidder, will be calculated as follows:

Average cash flow from current operations =

$$(CF_t + CF_{t-1} + CF_{t-2}) / 3$$

CF - the cash flow from current activities of the shareholder in the bidder for the relevant year.

t - the last fiscal year.



In the event that the average cash flow of a shareholder in the offeror from current activities according to the above instructions is negative, he will be required to meet the following two conditions in aggregate:

2.2.3.3

A. The ratio between the absolute value of the cash flow in three (3) The most recent fiscal years of a shareholder in the bidder and his equity at the end of the most recent fiscal year, less than twenty and five percent (25%), that is:

$$\text{ABS} [(CFT + CFt-1 + CFt-2) / 3] / E_t < 25\%$$

CF - cash flow from current activities of a shareholder in the bidder for the relevant year.

- E - shareholder's equity in the bidder at the end of year t  
t - the last fiscal year.

ABS - absolute value.

B. The ratio between the absolute value of the cash flow from current activities of a shareholder in the bidder in year t (the last of the last three financial years as mentioned), and his equity at the end of the last financial year is less than 25%.

**capital self** 3.3.3

Each shareholder in the bidder who is not a financial entity, has equity capital of at least two million (NIS 2,000,000) for every one percent (1%) of holdings in the bidder, based on the financial statements for the last fiscal year.

**The absence of a going concern note** 4.3.3

The financial statement for the last fiscal year of the bidder (if it already has a financial statement) and of each shareholder in the bidder does not include a going concern note.

**Absence of insolvency** 5.3.3

As of the deadline for the submission of bids, the bidder and any shareholder in the bidder is not subject to a freeze of proceedings, bankruptcy, receivership, liquidation or "reorganization", or has had its assets foreclosed at a rate higher than its equity.

#### 6.3.3 Financial soundness - a shareholder in the bidder who is an "institutional body" or a "banking corporation"

A shareholder in a bidder who is an "insurer", an "institutional body" or a "banking corporation" must comply with the following: 3.3.6.2 or 3.3.6.1 of the sections in one

Has equity (minus the minimum equity required by law, as far as relevant) of at least three million (NIS 3,000,000) 1.6.3.3



For every one percent (1%) of holdings in the bidder based on the financial statements for the last financial year.

For every one percent (1%) of the holding rate in the bidder, he manages assets worth at least fifty million (50,000,000) NIS as of the end of the last fiscal year. 2.6.3.3

#### **7.3.3 Financial strength - a shareholder in the offeror who is a "private investment fund"**

A shareholder in a bidder who is a "private investment fund" must meet the following requirement:

A shareholder in the bidder will be required to prove that for every one percent (1%) of holdings in the bidder - the total "unrealized investment obligations" in the fund is at least six million (6,000,000) NIS as of the date starting fourteen (14) days before the deadline for submission the offers. 1.7.3.3

For this purpose, a shareholder in the bidder shall submit his financial statements for the end of the last financial year and a statement on behalf of the financial manager on his behalf regarding changes since his financial statements as stated up to the date beginning fourteen (14) days before the deadline for submitting bids. In addition, a shareholder in the offeror will attach investment agreements to prove the changes that have taken place as stated and declared by the finance manager. 2.7.3.3

#### **8.3.3 Reliance on a surety company**

For the purpose of presenting the compliance of a shareholder in the offeror with the financial threshold requirements in this section, each shareholder in the offeror may rely on a legal entity that controls the shareholder in the said offeror (as defined by the term "control" in the Securities Law, 5778-1968) (hereinafter - **company-mother-guarantor**), provided that the parent-guarantor company itself fulfills all the financial soundness conditions in full (cumulatively). The parent company - a guarantee in the event that the bidder is selected, **instead** of the bidder's shareholder. In this case, **Appendix 13** to the tender conditions booklet, signed by the company, will be attached to the bid - 1.8.3.3

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Is the guarantor, in addition to the fact that **appendices 10-11** signed by a shareholder in the offeror himself will be submitted (even if he does not meet all the threshold requirements the financial itself (both a shareholder in the bidder and the parent company - the guarantor . They will submit the CPA certificate in **Appendix 12**

In the event that the parent-guarantor company is also a shareholder in the bidder, for the purpose of determining financial soundness, the holdings of the parent-guarantor company in the bidder will be considered to include all the holdings of a shareholder in the bidder who wishes to rely on it. 2.8.3.3



## Content and form of submission 9.3.3

In order to demonstrate its financial strength, the bidder will submit all the  
consolidated audited financial statements (as far as relevant) of the bidder (as far  
as it already has a financial statement) and of all the shareholders in the bidder  
(and of all the parent-guarantor companies, as far as relevant), to three (3) fiscal years  
the last ones

These financial reports will be reports prepared in accordance with one of the rules 2.9.3.3  
The following accountings:

The accounting rules generally accepted in Israel as published by the ]A[  
Israeli Accounting Standards Institute, including the disclosure guidelines for the  
cash flow report as published in Opinion No. 51 regarding reporting on cash flows;

US GAAP (as published by the US Financial Accounting Standards ]B[  
Board - including the Financial Accounting Standards Board (FASB)

Disclosure guidelines for the cash flow statement as published  
ASC 230 Statement of Cash flows in the standard  
Generally accepted international accounting rules (IFRS) as ]third[  
accounting to International Accounting Standards Board published  
international standards  
(IASB, including the disclosure guidelines of the cash flow report as per IAS 7 -  
Statement of Cash Flows in the published standard

It is clarified that the financial statements are required to be approved and signed  
by a shareholder in the bidder and his auditors.

A factor whose financial statements are based on accounting rules accepted in the 3.9.3.3  
country of origin and which are not included in the above, is required to request  
the approval of the inviting party to rely on and submit such financial statements,  
at least thirty (30) days before the deadline for submitting proposals; The inviting  
party will decide on the request at its sole discretion, in each case on its merits,  
and will issue a clarification notice if necessary.

Without detracting from the generality of the above, the financial statements will 4.9.3.3  
include an auditor's report, profit and loss, balance sheet, and cash flow, audited  
by an auditor of the audited body and include the notes to the reports.

A party whose financial statements do not include cash flow statements, will submit 5.9.3.3  
these statements in accordance with one of the accounting rules stated above,  
audited as required by an accountant.



The attached financial statements will be in English or Hebrew only, and no 6.9.3.3  
in another language.

In the event that the financial statements for the last financial year include comparative 7.9.3.3  
numbers for previous years, it is not required to submit financial statements for those years,  
and you can rely on the comparative numbers stated in the financial statements for the last  
financial year.

In order to prove compliance with the conditions of financial soundness, and in addition to 8.9.3.3  
submitting financial statements as stated in section 1.9.3.3 above:

[A] Every bidder must fill out and sign as required on **Appendix 10** to the conditions booklet  
This tender;

[b] Every shareholder in the bidder must fill out and sign as required on **annexes 10**  
.11 to this tender conditions booklet and submit a CPA certificate as stated in **Appendix 12**  
A shareholder in the bidder who is a financial entity shall also submit references to prove  
his compliance with section 6.3.3 or 7.3.3 as the case may be;

[c] Arava parent company (as applicable) will fill out and sign as required on **Appendix 13**  
of this tender conditions booklet and attach a CPA certificate as mentioned in **Appendix**  
12, in accordance with what is stated in Section 1.8.3.3 above.

Without detracting from the powers of the ordering party according to the provisions of this application and 9.9.3.3  
any law, in the event of a contradiction between what is stated in the financial statements and what is  
stated in **Appendices 11-13**, what is stated in the financial statements shall prevail.

#### Conversion currencies 3.3.10

All financial data contained in Annexes 11-13 shall be submitted in currency 1.10.3.3  
of the NIS type.

If the data in the financial statements are presented in a currency other than NIS, the 2.10.3.3  
offerer will exchange the financial data in accordance with the instructions below:

The income and cash flow from current operations will be converted into NIS according to  
the average exchange rate for that year, as shown in the table below:

Exchange rate (NIS) for converting financial data for the year -			currency
2021	2020	2019	sleep
3.2293	3.4367	3.5643	(US \$) in "US Dollar 1
3.8203	3.9252	3.9926	(€) 1 euro



Equity will be converted into NIS according to the exchange rate as of December

31 for the relevant year, as shown in the table below:

Exchange rate (NIS) for converting financial data as of December 31 in -	Exchange rate (NIS) for converting financial data as of December 31 in -	currency
2021	2020	shekel
3.1100	3.2150	1 USD
3.5199	3.9441	(€) 1 euro

A factor whose financial data is presented in currencies other than US dollars 3.10.3.3

(US\$) or Euros (€), is required to request the approval of the ordering party for other exchange rates, at least thirty (30) days before the deadline for submitting bids.

A factor whose fiscal year according to the law of the place where he is 4.10.3.3  
registered ends on a day other than December 31, is required to contact the inviting party for its instructions regarding the years relevant to the examination, as well as for the purpose of obtaining the conversion rates in accordance with other exchange rates, and this at least thirty (30) days before the deadline for submitting bids. The request will list all relevant data, including all exchange rate tables, on which he wishes to rely. The inviting party will decide on the request at its sole discretion, in each case on its merits and will issue a clarification notice if necessary.

#### 4.3 Participation in the offer

general 3.4.1

Each bidder may submit only one bid. 1.1.4.3

Each shareholder in the bidder will hold a means of control (directly or indirectly) 2.1.4.3  
in only one bidder.

Any additional factor through which the offeror meets the threshold conditions in 3.1.4.3  
section 2.3 above, will only participate in one offer.

Each Arava mother company will only participate in one offer. 4.1.4.3

For the purpose of the provisions of this section, all the factors above in this 5.1.4.3  
section 1.4.3, will be considered to include any legal entity that has control over said entity, is under joint control with said entity, or is controlled by said entity.



#### 2.4.3 Additional limitations regarding participation

##### Security classification and security instructions

1.2.4.3

The Tenders Committee may disqualify the bidder, or demand any requirement or condition in connection with the bidder's participation in the tender, in the event that any person related to the bidder, a shareholder in the bidder, the person with professional experience or a guarantor is a resident or citizen of a hostile country that does not have diplomatic relations with the State of Israel or does not have Full commercial relations with the State of Israel, and this without detracting from any other right or authority reserved to the tender committee in accordance with the tender documents or the law.

##### herd affinity

3.4.2.2

It is clarified that the following entities will be prevented from participating in the tender, and will not be allowed, directly or indirectly, to be shareholders in the bidder or to advise the bidders in the tender:

[a] An individual who is a citizen or resident of a country that does not maintain diplomatic relations with the State of Israel, or entities incorporated in a country that does not maintain diplomatic relations with the State of Israel, or whose interested party is an individual citizen/resident or an incorporated body

in the aforementioned country.

[b] Local authorities and companies owned by local authorities.

[c] Entities or consultants (including those related to them) who served as consultants to the tender committee in the preparation and management of this tender. The list of consultants to the ordering party is detailed in Appendix 19 to the tender conditions booklet.

##### Proof of the bidder's compliance with the threshold conditions

5.3

Bidders' attention is directed to the provisions of section 1.4 below, which specifies documents and references that the bidder is required to attach to his bid in order to prove his compliance with the threshold conditions.

The procuring party distinguishes between threshold conditions, the deadline for which is to be fulfilled until the last date for the submission of offers, or earlier if it is stated so in the threshold conditions and in accordance with its conditions, and the ways of proving the threshold conditions. Thus, it is possible that the proof of the threshold conditions will be done, among other things, if there was a mistake, insufficient documentation was submitted, a bona fide mistake was made in the bidder's statement, and the like - also by submitting documents or providing information in another way after the deadline for submitting bids, including by submitting alternative projects.

The procuring party will be entitled to require the bidders to add and attach additional references and data in connection with proving their compliance with the threshold conditions, including references created or prepared after the tender submission, and to add and require additional references, provided that it is proven that the threshold condition was met on time.



The procuring party was entitled to make any decision in connection with the interpretation of the threshold 4.5.3

conditions, including a broad interpretation or one that is not reasonable or the most plausible from a linguistic point of view, remove or waive any formality, provided that the meaning chosen is consistent with the purpose of the requirement in the overall context of the tender documents. In this rule, among other things, the ordering party shall be entitled, at its sole discretion, to attribute attributes of one corporation or body to another even if complete identity has not been proven between them, to convert a requirement

with another equivalent requirement that fulfills the purpose of the original requirement.

The ordering party may contact any of the bidders and/or third parties, requesting clarification regarding 5.5.3

their proposals or requesting additional information or documents, as required in its opinion, for the purpose of checking compliance with the threshold conditions.

The ordering party will be entitled to use additional sources of information on what is stated in the proposals 6.5.3  
in relation to the projects presented by the bidders, including contacting the contacts specified in the

proposals or other contacts.

The offeror's response to the completions will be attached to his offer, and will be considered an integral part of the offer. 7.5.3

In the event of a contradiction between what is stated in the offer in a certain context and what is stated in the offerer's

The aforementioned will prevail in the offerer's answer to the inviter's question , answer to the inviter's question in this context  
stated in the proposal.

The procuring party is entitled to demand from each offeror to disclose complete and accurate details regarding his identity, 8.5.3  
his business, capital structure and sources of financing, as well as any other information that the procuring party believes is  
relevant to its disclosure.

The ordering party is entitled to demand from each bidder, the disclosure of all the information as stated above, 9.5.3  
also regarding an interested party in the bidder, and regarding any other entity that has, directly or indirectly,

including through another person or corporation, one or more means of control over the bidder.

#### **4. Documents to be attached to the proposal**

1.4 To prove the bidder's experience as required by the tender conditions, including in section 3 above, the bidder will attach all

The required certificates and documents, including the following documents:

**1.1.4 To prove that the offeror complies with the threshold conditions set forth in sections 1.1.3-2.1.3 , the offeror will**  
attach a certificate of incorporation, a current version (up to 60 days prior to the submission date) from the register of companies  
or the register of partnerships, as the case may be, the articles of association, the profile form and the offeror's statements In the  
form attached **as Appendix 1** to the tender conditions booklet, the statements and commitments of the shareholders and the  
parent companies - the guarantors in the form attached **as Appendix 2** to the tender conditions booklet, the shareholders'  
agreement signed for the establishment of the bidder and the regulation of the relations between the shareholders in the bidder;

**2.1.4 To prove that the bidder complies with the threshold conditions established in section 3.1.3 above, the**  
bidder will attach all the certificates required according to the Public Entity Transactions Law, 536-1976 (a valid certificate  
from the assessor, or an accountant certifying that the bidder properly maintains account books and records that he must  
maintain According to the Income Tax Ordinance, 1961 and the Value Tax Law



Addendum, 5736-1975) and also a declaration according to the Law on Transactions of Public Entities, 5736-1976, in the form

attached as **Appendix 5** to the tender conditions booklet;

**3.1.4 To prove the bidder's compliance with the threshold conditions set forth in section 4.1.3 above**, the bidder shall attach to his bid a tender bond as required in the aforementioned threshold conditions and in section 1.6 below, and in accordance with the wording of the

bond attached as **Appendix 6** to the tender conditions booklet;

**4.1.4 To prove the bidder's compliance with the threshold conditions set forth in section 2.3 above** (the professional threshold conditions), the bidder shall attach a duly prepared and verified affidavit in the form attached as **Appendix 9** to the tender conditions booklet, and also, as far as relevant - **Appendix 14 ( including** a memorandum of understanding signed with the bidder) and / or **Appendix 15 ( including** a genealogy of the holdings between the party to whom attribution of the experience is requested and the related company). The bidder may also attach as an appendix to Appendix 9, a detailed document regarding the contents of each of the projects mentioned therein. In addition, to the extent that the bidder proves compliance with the threshold conditions according to alternative b Section 1.2.2.3, must also attach a CPA certificate regarding the financial scope of the PPP project or a copy of a general license for the provision of RTA services, as the case may be;

**5.1.4 To prove that the offeror meets the threshold conditions listed in section 3.3 above** (threshold conditions)

(financial), all the documents required in section 8.9.3.3 above will be submitted;

**6.1.4 The offeror shall also attach to his offer all the other documents required to prove his compliance with the threshold conditions established in section 3 above.**

The bidder must attach to his bid, in addition to other attachments required according to the tender conditions booklet, and in addition to the signed tender documents and any corrections, updates and clarifications to them, including the signed bidder meeting minutes, also the documents detailed below:

2.4

1.2.4 valid certificate of exemption from withholding tax;

**2.2.4 Financial offer, in the form attached as **Appendix 3** to the tender conditions brochure; It is clarified that the financial offer must be filled out only in the table found in the dedicated tab in the computerized system and no later than the deadline for submitting offers, and only Appendix 3 itself will be submitted with the other tender documents when it is signed, and without indicating the amounts of the financial offer;**

**3.2.4 financial model, as detailed in **Appendix 21** to the tender conditions brochure;**

It is clarified that **the financial model will be developed by the ordering party, only at the stage of examining the price offer** (stage B of the tender, as mentioned in section 2.2.10 below).

Without deviating from the above, the bidder will specify the basic assumptions for the construction costs and the costs of the operation and maintenance services, in accordance with Appendix 22 to the tender conditions booklet.

**4.2.4 Attorney's approval, according to the wording attached as **Appendix 7** to the tender conditions booklet;**

**5.2.4 Statement on non-payment of "brokerage fees" to "brokerage agents", in the form attached as **Appendix 8****

**to the tender conditions brochure;**

**6.2.4 Affidavit regarding the absence of conflict of interest, in the form attached as **Appendix 16** to the tender conditions booklet;**



7.2.4 Confirmation that the bidder has downloaded, viewed and approved all the specifications in the project (Appendix A to the agreement)

the contract (in the form attached as Appendix 17 to the tender conditions brochure;

8.2.4 Conditions of participation in the tender within the framework of the "Dekal Mecharz" system, in the form attached as Appendix 18

to the tender conditions booklet.

The bidder must fill in all the required details in all the tender documents.

3.4

All tender documents, as detailed in section 2 above, as well as clarification notices published by the consignor as part of the tender, will be signed by the bidder's authorized signatories in the place designated for the bidder's signature (full name and corporate seal as required), including the approval of an attorney and/or CPA as required Ibid. It is clarified that there is no need to sign on every page and the offeror's signature in the special place for this in each document will constitute a confirmation of his agreement to the said on all pages of the document as published on the inviting website, even if he finds that pages have been omitted in the document he submitted with his offer. Notwithstanding the above, it is **not** necessary to submit with the offer The specifications in Appendix A to the engagement agreement (in addition to their submission, Appendix 17 to the tender conditions booklet is submitted), while the insurance certificate in the appendix to the engagement agreement and the guarantee in the appendix to the engagement agreement - must be submitted as part of the agreement when they are not signed.

4.4

An offer that is submitted without all the documents requested as mentioned above, the tenders committee may, but is not obliged to reject it on this account alone, and not to discuss it.

5.4

The bidder must ensure that the identification number in all submitted documents, including VAT registration (licensed dealer certificate) and income tax (certificate on bookkeeping), will be the same. If and as long as there is no match in the identification number, a confirmation/explanation from the authorized authorities will be attached.

6.4

The tender conditions booklet appendices will be filled out and submitted in Hebrew only. Additional documents, including supporting documents intended to substantiate, clarify or support the proposal will be in the Hebrew or English language only, and if they were originally prepared in another language - they will be submitted in translation into Hebrew or English, certified by a notary.

7.4

## 5. Automated tender (online)

This tender will be conducted as a mechanized tender in accordance with the provisions of Rule 19C of the Tenders Obligation Regulations. The bidders are aware that they must act so that their bid is submitted through the electronic tender system operated and maintained by the "Dekal" company ("**the mechanized system**"), and that this procedure will not accept bids that are not submitted through the mechanized system.

1.5

Anyone interested in participating in the tender is required to register in advance in the automated system. For the purpose of pre-registration, one must enter the link to the automated system that will be published on the ordering party's website under the "Tenders" tab on the relevant tender page, fill in the required details and send the

2.5

The registration request. It is recommended to register early so as not to be late in submitting due to delays and malfunctions different possibilities.

It will be clarified that as long as the participant has previously registered in the automated system, there is no need to re-register.

3.5

4.5 After completing the registration for the tender, the bidder will receive, in an email message, a confirmation from the system for completing the registration with login details to the system. Bidders are advised to keep this confirmation for further monitoring and control.



Insofar as the registration approval was not received, the bidder must contact Mrs. Katia Goldovich of Dekel Co. on phone 5.5  
8145400-04 extension 1 or by email: [il.co.dekel@service](mailto:il.co.dekel@service) and verify that the request for registration for the tender has been made. It is the sole responsibility of the bidder to ensure sufficient time in advance that the registration for the tender was carried out correctly and that he was given access to the computerized system for his participation in the procedure, and the bidder hereby waives in advance and irrevocably any claim against the inviting party regarding the bidder's lack of possibility to submit the clarification questions / his proposal on time through the computerized system as mentioned.

6.5 Since only a bidder who has pre-registered for the tender and equipped himself with the necessary means of identification will be entitled to submit the clarification questions for the procedure / his bid in the tender, any claim that the bidder is prevented from submitting his questions / bid on time for any reason whatsoever, including due to a technical malfunction, the lack of a suitable internet connection, will not be accepted or unavailability of the technical assistance in performing the registration.

The bidder must scan all the tender documents signed by him, as specified in section 4 above, including the tender 7.5 appendices, and attach all the documents required to support the bid and prove compliance with the threshold conditions.

8.5 Bidders' attention is drawn to the provisions **of Appendix 18** to the tender conditions booklet - conditions of participation  
In a tender within the "Del Makherz" system.

## **6. Guarantees**

**Tender guarantee** 1.6

1.1.6 The bidder shall attach to his bid an unconditional, autonomous, and irrevocable bank guarantee from an Israeli bank or an insurance company licensed to engage in insurance according to the Financial Services Supervision (Insurance) Law, 1981, in favor of the inviting party, in the form attached **as Appendix 6** to the conditions The tender, in the amount of thirty million (NIS 30,000,000), to guarantee its commitment to comply with the terms of the tender (hereinafter: the Tender Bond) with a single bond or several bonds, but no more than three (3) bonds, each of which will be submitted according to The text of the tender guarantee is attached as Appendix 6 to the tender conditions booklet.

2.1.6 The tender guarantee will be issued by one of the following:

An Israeli bank or an Israeli financial institution, rated (long-term corporate rating) by the 1.2.1.6  
rating company at least il.Aa3 (or - ilAA by the Maalot rating company);

A foreign commercial bank (from a country that has diplomatic relations with the State of 2.2.1.6  
Israel) rated (long-term corporate rating) by the rating company P&S at least A+ or A1  
by the rating company s'Moody ;)

A foreign insurance company (from a country that has diplomatic relations with the State 3.2.1.6  
of Israel) with a credit rating of at least A- with a positive or stable outlook by the rating  
company P&S or Fitch, or with a credit rating of at least A3 with a positive or stable  
outlook by the rating company s'Moody.



3.1.6 A tender guarantee of a qualified foreign financing body will be confirmed through a qualified Israeli financing body  
(Confirmation)

4.1.6 The tender guarantee will be subject to the provisions of Israeli law.

5.1.6 The tender guarantee is an integral part of the tender offer and must be submitted together with the offer  
until the deadline for submitting bids.

6.1.6 An offeror who will not attach a guarantee as mentioned above, until the deadline for the submission of offers - will not be discussed  
The tenders committee in his proposal.

7.1.6 The guarantee will be valid until February 28, 2024, subject to what is stated in section 9.1.6 below.

**8.1.6 Bidders' attention that the tender guarantee must be submitted physically to the offices of the ordering party in a sealed envelope with the name of the tender written on it, to the tender box designated for the tender located , at the offices of the ordering party in the Azrieli Rishonim building, 7th floor, Nim Sd. 2, Rishon Lezion, no later than the deadline for submitting bids . A guarantee that is not submitted on time and/or at a time later than stated, will not be accepted. A date must be arranged with Ms. Farley Romi Richter, via email il.co.ayalonhw@romir.**

9.1.6 As mentioned in section 5.13 below, the ordering party shall be entitled to ask the bidder to extend the validity of his offer, and in such case to extend the validity of the guarantee given, for a period determined by the ordering party. If the offeror has not extended the validity of his offer and/or his guarantee, the provision in this regard in section 10.1.6 below will apply.

10.1.6 The tender committee shall be entitled to order the forfeiture of a bidder's tender bond, in whole or in part, at its sole discretion, as agreed compensation without the need to prove damage, after giving him an opportunity to voice his claims, if one of these has been met, and this without prejudice to any other remedy available to the customer in accordance with the documents of this tender and according to any law:

- 1) He behaved during the auction in a deceitful, deceitful manner or lack of clean hands;
- 2) He provided the tender committee with misleading information or materially inaccurate information;
- 3) He withdrew the bid he submitted to the tender, or any part of it, after the deadline for submitting bids had passed, or a shareholder in the bidder announced that he would cease to be a shareholder shares in it;
- 4) If the bidder did not extend the validity of the tender guarantee, or did not replace the guarantee due to a drop in the credit rating of a qualified foreign financing body, as required by the ordering party;
- 5) After being selected as the winner of the tender, he did not follow the instructions set forth in the tender documents, which are a prerequisite for forming the contract with the winner of the tender;
- 6) In any case where the bidder acts in connection with the tender not in good faith or improperly which is accepted in tender procedures of the current tender type.



11.1.6 It is hereby clarified that the tender committee shall be entitled, but not obliged, to accept a bid despite any defect in the wording of the tender guarantee, and this if it is convinced, according to its best judgment, and according to any law, that the deviation from the guarantee form which was attached to the tender documents was made in good faith and that it does not confer an unfair advantage or violate the principle of equality between bidders.

12.1.6 If the bidder's offer is rejected or rejected, or the tender is cancelled, the procuring party will release the tender bond immediately after notification of the said. If the offeror's offer is accepted, the bond will be released within three (3) days from the day he provides the client with the performance bond to secure his obligations in the contract, as specified in section 0 below.

#### 13.1.6 Submitting the draft of the tender guarantee for preliminary examination

Without deviating from the above, an interested bidder may submit the draft version of the tender guarantee 1.13.1.6

that he intends to submit as part of the bid, for preliminary examination by the inviting party, and this no later than fourteen (14) days before the deadline for submitting bids (hereinafter:

"**Preliminary examination of guarantee The tender**" (. The request for early examination will be submitted to Attorney Or Baruch by email [at il.co.ayalonhw@orb](mailto:il.co.ayalonhw@orb) , it should be noted in the subject line of the email "Tender No. 22/65 - Request for early examination of the tender bond".

and return it , The ordering party may review the draft tender guarantee for the bidder with 2.13.1.6  
comments or corrections, or approve without change.

In addition and without deviating from the above, the procuring party may publish to all bidders 3.13.1.6  
its comments, and even the draft version of the tender guarantee, and its position in connection with this version, including permitted deviations from the version in this tender conditions booklet, while omitting the identity of the bidder at whose request a version was prepared  
draft of the tender guarantee.

Submitted by the bidder, with his bid, a bond, according to the wording approved in advance by 4.13.1.6  
the consignor, his bid will not be disqualified if it turns out afterwards (whether by the consignor, by another bidder or if so determined by the court) that there was a defect in his bond , and this is subject to the fact that his bond will be replaced by a corrected bond, within three (3) days of the request of the person ordering the correction

the guaranteee

5.13.1.6 The bidder alone is responsible for the correctness of the tender bond that will be submitted by him, and will not be in the preliminary examination of the tender bond to impose any responsibility on the ordering party for examining and approving the wording of the tender bond or providing comments to her.



## 7. Performance guarantees

In order to ensure the fulfillment of all his obligations according to the agreement:

The winner of the tender shall deliver to the ordering party, within sixty (60) days from the day he received notification of his winning the tender, an autonomous, unconditional, and irrevocable performance bond to the order of the ordering party according to the wording in Appendix XII to the engagement agreement, in the amount of fifty million (NIS 50,000,000) (Hereinafter: "The performance bond"). This performance bond will be valid until the beginning of the last year of the operating period, when its amount will be increased, as stated in section 2.26 of the engagement agreement.

1.7

The letter of commitment for indemnification by the winning shareholders and parent companies will also be used for this purpose.

2.7

The guaranteee, which will be submitted as mentioned in section 1.4.10 below.

The tender bond will remain valid and will be returned to the winner only after the contract has been signed by the ordering party. For the avoidance of any doubt, it is clarified that the tender bond will also be used to guarantee the obligations of the tender winner until the signing of the contract agreement with him.

3.7

## 8. Validation of the measure for the examination of the proposals

In this tender, the only yardstick for evaluating the bids is the bid price (100%).

## 9. The price offer

The establishment grant in the amount of one hundred and fifty million NIS (000,000,150) plus VAT, which will be paid to the winning bidder as stated in the consideration appendix in the engagement agreement, is fixed, and it will be paid according to the payment milestones specified in the consideration appendix in the engagement agreement.

1.9

2.9 The competition is for the lowest price offer for the fixed payment to be paid to the winning bidder

during the activation period.

The offeror is requested to fill in the financial offer form in the automated system only the total amount of the fixed payment requested by him for the purpose of providing the services.

3.9

The offeror is also requested to fill in the financial offer form in the computerized system, his choice regarding linkage differences (index and currency rate), in accordance with the instructions in **Appendix 3**. This choice has no effect on Bidder's bid rating.

4.9

In order to allow the procuring entity to examine the compliance of the bids with the threshold conditions set for the tender objectively, the bidders are required to fill in their financial bid exclusively in the table found in the dedicated tab in the automated system and no later than the deadline for submitting the bids.

5.9

**It should be emphasized that the price offer form in Appendix 3 must be submitted with the other tender documents**

6.9

**when it is signed, and without indicating the amount of the financial offer, which as mentioned will be filled in the automated system only.**

## 10. Checking the bids and selecting the winning bids

1.10 The proposals will be reviewed by the inviter who may use experts for this purpose as she deems appropriate at her absolute discretion.



2.10 This tender is a two-stage tender, as defined in the regulations on the tendering obligation. The bids will be checked in a phased and graded manner as follows:

**1.2.10 Phase A - Checking the bidders' compliance with the threshold conditions of the procedure**

At this stage, the completeness of the offer and the bidders' compliance with the threshold conditions of the tender will be checked. Only bidders who meet the threshold conditions of the procedure will move to stage B.

**2.2.10 Phase B - Examining the price offers (100%)**

The offers will be ranked from the cheapest offer (which will be ranked first) to the most expensive offer.

this ,3.10 The ordering party will select **one winner** in this tender, the bidder who offered the cheapest offer subject to the ordering party's rights as specified in section 15 below.

**4.10 The prerequisites for the ordering party to sign the engagement agreement**

1.4.10 Within sixty (60) days of receiving the notice of winning the tender, the winning bidder will To order the following documents and details:

1.1.4.10 **Guarantees.** The winning bidder will provide a performance bond as required in section 0 above.

2.1.4.10 **written commitment for indemnity.** The winning bidder will present an indemnity bond, in the form of **Appendix 4** to the tender conditions booklet, from the bidder's shareholders and the parent-guarantor companies (if any), jointly and severally, in the total amount of two hundred million (000,000,200) NIS. The indemnity bond will be valid until for the full existence of the obligations for whose benefit it is given, starting from the date of signing the contract agreement with the winning bidder.

3.1.4.10 **Approvals according to the Public Entity Transactions Law.** The winning bidder will provide the invitee with all the required approvals according to the Public Entity Transactions Law, 1976.

4.1.4.10 **Insurances.** The winning bidder will provide the customer with all the insurances required for the signing of the engagement agreement in accordance with the instructions in the appendix to the engagement agreement.

5.1.4.10 **Approval of project contracts.** The winning bidder will receive the approval of the procuring entity for the project contracts with the operating contractor, the construction contractor and the toll system contractor in accordance with what is stated in the **appendix to the contracting agreement - principles for contracting the project contracts**, which meet all the requirements detailed in this appendix. Bidders' attention to the deadlines set in the appendix for the presentation of the project contracts for consideration by the ordering party. In relation to the contract with the operating contractor, the offeror will be required to present the shareholders in the operating contractor as well as prove that the person with experience in the toll project owns the operating contractor, in accordance with the requirement in section 2.3

above.



**6.1.4.10 Approval of key personnel.** The winning bidder will receive the approval of the ordering party to identify the key personnel for the planning phase (as defined in the personnel chapter of the specifications, but excluding the key personnel for the service system). their details, bill of lading and any other document necessary to prove their compliance with the preliminary requirements in the specifications (if any).

**7.1.4.10 Skeletal schedule for the project.** In order to meet the aforementioned deadline, the winning bidder will present to the orderer a skeleton schedule for the provision of the services within twenty-one (21) days of receiving the winning notification, which includes reference to all the issues listed **in the appendix , to the engagement agreement - the schedules** and will complete amendments to it according to the request of the orderer.

**8.1.4.10 Signing the specifications in the project.** The winning bidder will submit to the invitee all the specifications found in the link published in Appendix 17 , when they are signed on the first page of each volume by the bidder's authorized signatories.

**9.1.4.10 Provider opening form.** The winning bidder will provide the inviting party with **Appendix 20** to the tender conditions booklet signed as required.

**2.4.10** If the winning bidder did not fulfill the conditions specified in section 1.4.10 within sixty (60) days of receiving the notice of winning the tender, without detracting from the rest of the rights and remedies granted to the inviting party under this tender or under any law, including the right to cancel the If the bidder wins and decides the tender bond as agreed compensation, the ordering party will be entitled to receive from the winning bidder agreed compensation for each day of delay in fulfilling the prerequisites. The agreed compensations for the first two weeks of the delay will amount to five thousand (5,000) NIS for each day of delay or part thereof. After two weeks of delay, the amount of agreed compensation will increase to twenty thousand (20,000) NIS for each day of delay or part thereof, and after For an additional week, the amount will increase to fifty thousand (50,000) NIS for each day of delay or part thereof. The agreed compensations will be able to be collected, among other things, from

the auction

**3.4.10** Only after the above prerequisites are met, to her complete satisfaction, will the customer sign the engagement agreement, within sixty (60) days from the date on which all

the aforementioned conditions.

**4.4.10** For the avoidance of doubt, it is clarified that prior to the formal signing of the engagement agreement by the ordering party, there will not be a valid agreement between the parties. The orderer's notification of the results of the auction in itself will not be considered in any way as creating a contractual relationship between the orderer and the bidder or as voiding the validity of the other bids in the auction.

**5.4.10** If the winning bidder met the conditions specified in section 1.4.10 , but the ordering party did not sign the engagement agreement with him within sixty (60) days from the date when all the conditions were met, as stated in section 3.4.10 above, the ordering party will pay the winning bidder three hundred thousand 000,300 (NIS for each month of delay in signing (and a proportional share for each part of it),



As of the sixty-first (61) day, if the ordering party does not sign the agreement within six (6) months of the award notification being given to the winning bidder, she will pay him compensation as if she had canceled the tender as stated in section 2.3.15 , even if she did not send a cancellation notice, and this in addition for the aforementioned monthly compensation, and the winning bidder will not be obligated to provide the services. It is clarified that if both parties wish for the offeror's offer to remain valid, the offeror will extend the validity of his offer and the validity of the tender guarantee.

#### 5.10 Alternate Winner

1.5.10 Upon selection of the winning bidder, the ordering party may (but is not required to) announce, at its sole discretion, that the bidder who submitted the bid ranked second will be considered winner #2 (hereinafter: " **alternative winner**" ).

2.5.10 If the inviter chooses an alternative winner, she will be entitled to ask the alternative winner to keep his offer, on all the terms and obligations of the alternative winner contained therein in full force and without any reservation, and this for a period not exceeding eighteen (18)

months from the date of the announcement of the winner of the tender, within the framework of a written notice that will be sent to the alternate winner (hereinafter, respectively: "**the period of validity of the offer of the alternate winner**" and the "**inviting notice to the alternate winner**"). In this case, the alternate winner will extend the validity of his offer, including the included tender guarantee therein, for the duration of the validity period of the alternative winner's offer, as detailed in the invitation notice to the alternative winner. The alternative winner will be entitled to compensation in the amount of twenty-five thousand (25,000) NIS for each month in which the tender guarantee of the alternative winner remains valid, from the date of his declaration as an alternative winner , and a proportional amount for part of a month.

3.5.10 In the event that the agreement between the winning bidder and the ordering party has not yet been signed, or in the event that an agreement has already been signed between the parties and the ordering party has sent a notice to the winner regarding its cancellation according to the provisions of the agreement, the ordering party may sign an engagement agreement with the alternate winner, subject to the validity period of the alternate winner's offer, It hasn't passed yet. The ordering party's decision in this context will be made in accordance with the ordering party's internal procedures and subject to the provisions of any law.

#### 11. Contradictions and/or inconsistencies, clarifications and changes

1.11 To the extent that, in the bidder's opinion, there are contradictions or ambiguities in the tender documents, the bidder may contact, in writing, **by the date specified in section 12.1 above**, using the dedicated tab on the tender page in the automated system, detailing any clarifications, contradictions, errors, inconsistencies or doubts that he finds in connection to the exact meaning of each section or any detail.

2.11 It will be clarified that for the purpose of submitting clarification questions, one must register in the computerized system as specified in section 5 above.

3.11 As mentioned in section 12.1 above, there will be two rounds of clarification questions, without detracting from the right of the invitee to order one or more additional rounds, as she deems appropriate, including after the publication of the billing rate planning documents. However, it is clarified that without detracting from what is stated in section 11



This, the procuring party is entitled not to respond within the second round to requests for clarifications concerning the tender conditions booklet (this document), which could have been submitted in the first round.

4.11 The inviting party's answers to the bidders' inquiries will be uploaded to the tender page in the automated system, under the tender tab, and will be available for the bidders to review together with all other tender documents. **on the bidders**

**It is the obligation to update the website on a regular basis in relation to the announcements of the ordering party in connection with the tender.**

It should be emphasized that at the end of the deadline for the submission of clarification questions in the last round, the automated system will be closed to the submission of clarification questions. Clarification questions may not be submitted in any other way than as specified above and through the aforementioned automated system. 5.11

Those who do not apply as mentioned, will be precluded from asserting claims regarding improbability and/or lack of clarity, errors, inconsistencies, mistakes, etc. 6.11

7.11 The ordering party may not respond to requests for clarifications and/or errors and is not obligated to publish the wording of references/clarifications in the manner in which they were asked as mentioned in section 1.11 above, or some of them, and she will also be entitled to give her reference to all the bidders (without naming the bidder who contacted her), all in accordance with her sole discretion. The latter for the submission of bids will consider this a rejection of the bidder's application.

8.11 Without detracting from the foregoing, the procuring party reserves the right to introduce changes and corrections in the tender documents until the last date for the submission of bids, on its own initiative or in response to the bidders' questions, all at its sole discretion. The aforementioned changes and corrections will form an integral part of the tender conditions and will be brought, in writing, to the attention of the tender participants in a notice that will be published on the website of the convenor. To the extent that such changes are substantial and require, in the opinion of the procuring party and at its discretion, the postponement of the deadline for the submission of offers, the procuring party shall be entitled to announce a postponement

this date

9.11 Any answer of the inviting party and/or its representative to the offeror shall be in writing only and there is no validity to any answer given in any other way. The procuring party will not be responsible for explanations given by its employees, subcontractors on its behalf and/or any other person in connection with the terms of the tender and/or the offer, and the relationship between the procuring party and the bidders will be based on written documents only.

10.11 It is clarified that the ordering party's reference to the bidders' requests for clarifications and/or changes, if there is such a reference, at the ordering party's discretion, will be made without naming the bidder who contacted it.

## **12. Meeting of bidders**

1.12 The inviter intends to hold a meeting of bidders. The purpose of the meeting is to provide a general background on the subject of the tender and to answer questions that may arise from the bidders. At the same time and for the avoidance of doubt, the meeting of the bidders is a tool whose purpose is to try and clear up any questions that may arise. It is declared and clarified that things said during the meeting of the bidders will not bind the inviter, will not constitute any representation and have no purpose to contradict the tender documents. In fact, by participating in the meeting of bidders, the bidder gives his consent to this condition.



2.12 Unless otherwise determined, a **meeting of bidders will take place at the time specified in section 12.1 above. The meeting will be held online when the link will be published as part of a clarification notice near the time of the meeting.**

as per ,3.12 It is hereby clarified that participation in the meeting of bidders is not mandatory. It is further clarified that the inviter, at her sole discretion, may hold one or more additional bidders' meetings.

### **13. Submission of the offer**

1.13 The bid with all its appendices, which includes all the documents and references that the bidder is required to attach, will be submitted in the automated system as detailed above, **with the exception of the tender bond which will be submitted physically as stated above in section 6.1.8**

The proposal must not be submitted in a different way from the above, including not by email, at the offices of the ordering party, by fax or by mail. 2.13

3.13 The deadline for submitting the offers is as stated in section 12.1 above. An offer that will not be submitted to a box

The online tenders until the said date, will be disqualified.

4.13 The bidder's offer will remain valid, without right of withdrawal, for 12 months.

5.13 It is clarified that if a winning bidder was or was not selected or if the contract was not signed by the procuring party during the period of validity of the bids, the tender committee may extend the validity period of the bids for an additional period or several additional periods of up to twelve (12) months in aggregate) below in this section : "**The extension period**", at its absolute discretion, in a written notice to be given to all bidders. The Tenders Committee has extended the period of validity of the bids as stated, the bids of the bidders will continue to be valid until the end of the extension period, as determined by the Tenders Committee as stated above, and the validity of the tender guarantee of each bidder will be extended until the end of the extension period accordingly (as specified in section 9.1.6 above).

6.13 If the bid validity period or the extension period as the case may be has expired, the bids will remain valid as long as they have not been canceled by the bidders in a written notification to the tender committee at the email address:

.shani@ayalonhw.co.il

7.13 If the winning bidder is announced or an alternate winner is announced, the validity of their offer will be extended in accordance with what is stated in this section and to the instructions of the Tenders Committee.

8.13 During the validity period of the offer and the extension period, the offeror, any of the shareholders in the offeror, the parent company of the guarantor (as applicable), and any other entity through which the offeror has demonstrated compliance with the threshold conditions, shall not be entitled to withdraw the offer or any detail thereof in any form whatsoever, In addition, he will not be entitled to refrain from fulfilling any requirement or condition that he is bound by according to the terms of the tender documents, including all the terms of the engagement agreement signed by him and all the details of his offer.

#### **9.13 Blackened copy**

1.9.13 The offeror must specify in his offer, in an explicit and clear manner, what data and documents are included in it and which, in his opinion, constitute confidential information. It is clarified that in any case the sole and final judgment regarding such data and/or documents rests with the inviter.



2.9.13 Without deviating from the above, the bidder may submit one additional copy of the documents submitted by him, in which the information that the bidder believes constitutes confidential information or a commercial or professional secret that must not be disclosed to the other bidders has been blacked out. This copy will be marked with words

<sup>\*</sup> and will be attached as an authorization document in the computerized system, commercial confidentiality

3.9.13 It is clarified that if the bidder does not win the tender and requests to review the winning bids, he will not be entitled to review the corresponding data in the winning bids, which were blacked out in his bid and defined by him as a commercial or professional secret. For the avoidance of doubt, it is clarified that the offeror's price offer shall not be considered as information protected under commercial confidentiality or

professional

4.9.13 The inviter has a broad discretion as to what will be considered a commercial secret, she is not obliged to accept the offerer's opinion and will not be required to justify her decision regarding the disclosure of the information. Without detracting from the above, it will be clarified that the offeror's price offer and information relating to proof of the offeror's compliance with the preliminary conditions and mandatory requirements - a presumption on him that it is not confidential information. For the sake of good order, it is hereby clarified that to the extent that the inviter chooses to disclose to the other bidders information that has been marked by the bidder as information that should not be disclosed, the inviter will inform the bidder, before disclosing the information, of her decision regarding the information she intends to disclose to the other bidders and the bidder will be given a stay of forty-eight (48 hours) to appeal this decision.

For the avoidance of doubt, if the bidder does not submit a blacked-out copy as stated above, the ordering party shall be entitled to disclose to the other bidders the bidder's complete proposal with all

5.9.13

its details and terms, at its sole discretion and without prior notice.

## **14. Disclaimer**

1.14 Do not make any changes to the tender documents, whether by way of addition, whether by way of deletion or in any other way. In any case of a change, omission or addition made by the offeror in the offer compared to what is required in the tender documents or any reservation regarding the requirement, in any way or form (above and below: "reservation"), the ordering party may:

reject the offer; 1.1.14

to see the disclaimer as if it had not been written at all, and to ignore it; 2.1.14

to see the reservation as if it were a technical defect only, and to qualify it; 3.1.14

require the offeror to correct the reservation, either by submitting a clarification to the offer, in whole or in part, or by means of a notice from the offeror to the invitee that he is removing the reservation, or in any other way, at the discretion of the invitee;

2.14 It is clarified that the decision between the options listed above is left to the sole discretion of the inviter. If the procuring party decides to act according to one of the alternatives listed above, and the offeror announces that he refuses to agree to her decision, the procuring party may reject the offeror's offer, and this without



To the detriment of any other right and authority granted to the inviter. In special circumstances, the ordering party may ease a certain requirement, all if it finds that this would be in the best interest of the project.

## **15. Rights of the guest**

1.15 Without deviating from any provision of the instructions of this tender and in addition to them, the procuring party may, but is not obliged to, reject any offer that is not complete, or clear, or that is not prepared according to the tender documents, and this according to the final and exclusive judgment of the procuring party.

2.15 The inviting party reserves the right to cancel the tender, for any reason, at any time, including after the deadline for submitting bids. In this rule, the number of proposals that will be submitted, their nature, and the amount specified in the financial proposals, are reasons that may form the basis of a decision inviting to cancel the tender

3.15 Without detracting from the generality of the above, in the event that the tender procedures are terminated by the tender committee, and this for reasons unrelated, directly or indirectly, to the offers, to the bidders, or to the bidders' standing or non-compliance with the tender requirements, acts, omissions or other defects:

1.3.15 After the date of submission of the bids and before the date of the announcement of the winning bidder - any bidder who submitted a bid and whose bid was found to be eligible will be entitled to receive compensation for the expenses incurred for his participation in the tender, in an amount which in any case will not exceed the sum of 1,000,000 (sh) million "h" (including VAT), subject to the presentation of a written confirmation from an external accountant detailing and approving the aforementioned expenses;

2.3.15 After the date of the announcement of the winning bidder and moving to the date of signing the engagement agreement - the winning bidder will be entitled to compensation in an amount which in any case will not exceed two million five hundred thousand (NIS 2,000,500) (including VAT), subject to To present a written confirmation from an external accountant detailing and approving the aforementioned expenses.

4.15 For the avoidance of doubt, it is clarified that the compensation amounts specified in sections 1.3.15 and 2.3.15 above constitute agreed compensation and the bidder's sole remedy for the termination of the tender process, and the bidder declares and agrees that the agreed compensation amounts are reasonable and reasonable in relation to foreseeable damage, and that a detail For them, the bidder will not be entitled to any additional or other rights and remedies against the inviter.

5.15 The procuring party reserves the discretion to update, change, correct, add, subtract, qualify, cancel or clarify any condition, instruction, requirement or deadline contained in the tender documents, insofar as it believes that an update, change, correction, addition, deletion, qualification, Such cancellation or clarification is required for the needs of the tender documents or for the needs of the ordering party.

6.15 The ordering party may decide that non-compliance of an offer with the conditions of the tender documents was a clerical error or an invoice error in the offer or any other error that can be corrected according to any law and regulation. The aforementioned decision and amendment will be recorded in the protocol.

7.15 The procuring party reserves the right to waive the fulfillment of a requirement or condition from the conditions of this tender which are not material and which do not harm the principle of equality and all at the discretion of the tender committee.



8.15 The procuring party reserves the right, at its sole discretion, to ask all bidders to correct their bids, including to remove any defect in the bid, and to resubmit the bid, including as part of negotiation procedures with the bidders.

9.15 In light of the complexity of the services that are the subject of the tender, the scope, nature and schedule for their execution, and without deviating from what is stated in this section 15, it is hereby expressly clarified and emphasized that the ordering party does not undertake to accept any offer, and reserves the right to reject any offer or all of the offers, according to its sole and final discretion. In general, it is hereby expressly clarified and emphasized that the inviting party does not undertake to accept the lowest financial offer or any offer, and reserves the right to reject any or all offers, at its sole and final discretion, and among other things, taking into account the project budget.

10.15 Rule 7 of the Tenders Obligation Regulations applies to this tender. Without detracting from the powers of the ordering party according to the tender documents and any law, during the bid review procedure, the ordering party reserves the right, at any stage, to negotiate with the bidders or any of them, an unlimited number of times, subject to the provisions of the regulations on the obligation of tenders and any other law. In general, and without detracting from the aforesaid, it is clarified that the procuring party shall be entitled, but not obligated, in the event that it considers that none of the proposals should be accepted, to conduct negotiations with the final group of bidders that it will determine, at its discretion, to allow the bidders in this group to improve their bids , and based on the results of this negotiation, decide whether to accept their improved offer that will replace their original offer, or to cancel the tender.

11.15 Without detracting from any right to which she is entitled, the ordering party shall be entitled to consider among her other considerations the capacity of the bidder, his experience in performing similar services, including previous services performed for the ordering party as the ordering party deems appropriate. Also, the procuring party is entitled not to accept the offer of a bidder and this, among other things, due to the procuring party's bad experience with the bidder and/or her acquaintance with the bidder, or if it is a corporation, due to her bad experience with the individuals and entities that control it and act on its behalf and/or her acquaintance with them. Likewise, the inviting party will be entitled not to accept a bidder's proposal, and this if it becomes clear to her, based on the tests she will conduct, and according to her professional judgment, that other public bodies have bad experience with the bidder and, in the event that the bidder is a corporation - with the individuals and entities that control it and act on its behalf.

12.15 In addition, the tender committee is entitled not to consider at all a proposal that is negative and/or a loss proposal and/or an unreasonable proposal and/or if in the opinion of the tender committee the tenderer will not be able to carry out the project under the terms of the price offer he offered and/or that the tenderer's concessions in the tender do not allow him To fulfill all his obligations according to the agreement, and everything according to the sole and professional discretion of the tender committee. Without detracting from the generality of the above, the purpose of submitting the financial model is to enable the client to evaluate the business analysis of the bidder in relation to the project and to understand its complexity, and the client will be entitled to reject a proposal that includes a financial model that is incomplete and/or incorrect and/or based on incorrect assumptions and/or or poor understanding of the project and/or the tender and this at her discretion. It is clarified that the price offer is binding on the bidder and the orderer. It is further clarified and emphasized that the financial model will not be used for any reliance in connection with the project and especially in connection with the calculation of change orders,

cancellation scenarios, compensations, etc.



13.15 The Tenders Committee shall also be entitled, but not obligated, to reject a bid or to stipulate conditions for the bidder's continued participation in the procedure or for his declaration as the winner of the tender, if one or more of the following circumstances occur

the following:

and any other factor that , 1.13.15 Any change in the bidder, in a shareholder in the bidder, in the parent company through which threshold conditions were demonstrated, which did not receive the prior written approval of the ordering party and/or which results in the threshold conditions ceasing to be met or another reason for disqualification arising.

For the purposes of this section 15, each of those through which the threshold conditions were proven, will be referred

to below as: " **the participant**".

2.13.15 Initiation of liquidation, receivership, compromise and settlement procedures against a participant, provided that the aforementioned procedures were not canceled by a decision given by the court after holding a hearing on the status of the parties, or within a reasonable period of time determined by a committee

the tenders.

3.13.15 Initiation of self-liquidation, bankruptcy or cessation of activity procedures at the initiative of a participant.

4.13.15 Opening of merger procedures or procedures for merger or change of ownership structure without approval

The tender committee in advance and in writing.

5.13.15 Conviction of the participant, or a controlling owner or officer thereof, of an offense of a type that the company is entitled to consider according to the Criminal Information Law and the return regulations of 2019-2019, as amended from time to time, and which in the opinion of the Tenders Committee has the potential to substantially affect the conduct of the participant or impugn the integrity or credibility of the participant, or any of these has been indicted or was involved in the commission of an offense under foreign law, relating to bribery or corruption.

6.13.15 In the event that the invitee learns that the offeror or anyone on his behalf has offered any gift, gift or benefit to any public servant, government official or third party, or has solicited, promised or received any gift, gift or benefit for himself or for a public employee , government official or any third party in order to receive preferential treatment of any kind, including a license, approval, authorization, consent or preferential decision related in any way to this tender or to any part of the project or the services that are the subject of the project.

7.13.15 In the event that the participant, or an office bearer or organization in it, are citizens or residents of a country that does not have diplomatic relations with Israel or that does not have full commercial relations with the State of Israel or have become citizens or residents of a country that does not have diplomatic relations with Israel or who became residents or citizens of a country that does not have full commercial relations with the State of Israel after the date of submission of the offer.

8.13.15 If the participant has received or is receiving services, for the purpose of his participation in the procedure, from one of the consultants to the invitee, and this without receiving the prior approval of the tender committee as detailed in section 16 (obligation to maintain the absence of conflict of interest) above or violated the obligation to avoid conflict of interest established in the section in any other way.



9.13.15 In the event of an extraordinary event which substantially affects a participant's ability, as determined by the tender committee, to carry out the project or which, in the opinion of the tender committee, has the effect of preventing their participation in the bid or the tender process, or their involvement in the project, including in the event of offences.

10.13.15 Fundamental violation on the part of the participant of the instructions of the tender documents, including the representations and commitments he submitted as part of them, including presenting incorrect information or intentionally presenting incomplete information to the tender committee, and coordinating offers with bidders others.

11.13.15 Any other reason for which the tender committee believes that the bidder will not be able to carry out the project, would be and be declared the winning bidder, or any other reason that the tender committee believes, in its sole discretion, that justifies the rejection of the bidder's proposal.

12.13.15 Any other reason for which the tender committee believes that the bidder is not suitable to be a winning bidder, including due to the bidder's lack of reliability and trustworthiness during the tender phase. As for the lack of reliability and trustworthiness of the bidder during the tender stage, the tender committee will be entitled to take any action it deems appropriate.

14.15 The bidder will be required to notify the tender committee of the occurrence of each of the events listed in section 15 This, and this as soon as possible after one of the aforementioned events occurred. The tender committee will make its decision based on the information provided by the bidder as well as any other information brought to its attention. Also, the tender committee will be entitled to ask the bidder to provide it with additional information, as it deems appropriate.

15.15 Should the tender committee consider disqualifying a bid or establish conditions or restrictions for the bidder's participation in the tender stage, in accordance with the provisions of this 15, it will give the bidder an opportunity to argue in writing his arguments against the disqualification, the conditions or the restrictions, as the case may be, as stated.

## **16. Conflict of interest**

The ordering party hereby brings the following instructions to the attention of all bidders:

1.16 Organized by the bidder (including a director or CEO), his relative, agent or partner, or a corporation in which one of the aforementioned holds, directly or indirectly, any rights, and/or in which one of them manages, will not be able to take part in this tender. For this matter "Relative" - spouse, parent, son or daughter, brother or sister.

2.16 The bidder declares that he is aware that during the preparation of the bid during the tender phase as well as during the execution of the project, if he is declared the winner, he must avoid any conflict of interest of any kind, including those that may arise from other obligations of the bidder or from the employment of employees or consultants or subcontractors with whom he had or currently has a relationship business or other with the project. For this purpose, "the bidder" includes a shareholder in the bidder and a guarantor (as applicable), including any legal entity that has control over said entity, is under joint control with said entity or is controlled by said entity.

3.16 The consultants to the invitee in this tender or project, including those detailed in **Appendix 19** to the tender conditions booklet, are not allowed to participate in the offer, and being in possession of means of control over the offeror, between



directly or indirectly, or providing advice by them to the bidder or to a shareholder in the bidder, either directly or indirectly, without receiving approval from the tender committee, in advance and in writing, is prohibited, and constitutes a violation of the obligation to avoid conflicts of interest. The tender committee will be entitled to exercise any of its rights and powers according to the provisions of the tender documents through any of the consultants to the client.

**4.16** Notwithstanding what is stated in section 3.16, advice from consultants to invite bidders who meets the conditions

The following, in aggregate, will not constitute a violation of the obligation to avoid conflict of interest:

The services provided by the consultant are not related, directly or indirectly, to the tender process and the project;      **1.4.16**

The services are offered by different teams of the consultant from the teams that advise the client or are related to the project in any way and report to a different party in the consultant than the team that advises the client report to and they are not involved in the project in any capacity; It will be clarified that in relation to consultants from small offices, compliance with this condition will not necessarily be sufficient in order to permit the consultation.      **2.4.16**

The consultant's income from all the services provided to the bidder does not exceed 1% of his annual income.      **3.4.16**

The bidder informed the tender committee about the said consultation, and did not receive a notification from the committee that there was a fear of a conflict of interest in relation to the said consultation.      **4.4.16**

The tender committee is authorized to change the conditions set forth in this section or to cancel it completely according to its full discretion.

**5.16** A bidder or anyone on his behalf, for whom there is a fear of a conflict of interest with the services that are the subject of the tender and/or a fear of a conflict of interest between him and the ordering party, including receiving advice from one of the advisors to the ordering party listed in **Appendix 19** on a subject related to the services that are the subject of the tender, will not be able to participate in the tender, unless The inviter has given her approval for this and subject to the conditions she will set for the offeror, according to her sole discretion.

**6.16** Without detracting from the bidder's duty to avoid conflicts of interest, each bidder is required to inform the tender committee within the relevant sections of the bid forms which will be submitted as part of the submission documents, of any relationship that exists between him and any of the consultants to the invitee.

**7.16** It is hereby clarified that, within the framework of its powers, the Tenders Committee may take any action and order any instruction it contains, at its sole discretion, in order to alleviate fear or apparent fear of a conflict of interest, existing or future, including ordering a change in the terms of the contract or the termination of the contract between Any of the consultants and the orderer or anyone on her behalf, between any of the consultants to the orderer or any of the bidders, the shareholders of the bidders and the guarantors, or to prevent or disqualify the participation of bidders, shareholders  
in bidders and guarantors.

## **17. Right to inspect the winning bid**

After the end of the tender procedure and the announcement of the results of the tender, the tender participants will be allowed to review the tender materials in accordance with the provisions of Rule 21(e) of the Regulations on the Obligation of Tenders.



Subject to sending a written request for review to the inviter and prior coordination of the review date with a representative of the inviter via email il.co.ayalonhw@shanol and subject to the payment of expenses in the amount of NIS 500 to the inviter, for each sending of material for review and/or a review meeting, and this to cover the associated costs under consideration.

## **18. Insurance requirements**

The attention of the bidders has been addressed to the requirements that invite insurance by the winner. Any reservations regarding the insurance requirements must be raised as part of a request for clarification and within the deadline set for this. After submitting the offer, no reservations to the insurance requirements will be accepted.

## **19. General conditions**

### **1.19 Budget approval**

It is clarified that at the time of publication of this tender, the budgetary approval for the execution of the services subject to the tender has not yet been received. Therefore, there is a possibility of canceling the tender and/or postponing the start of the services. By actually submitting the bid for the tender, the bidders are considered to be agreeing and confirming the above, and as waiving any claim, demand and/or claim against the ordering party and/or anyone on its behalf in this matter and undertake not to raise any claim, demand and/or claim against the ordering party and/or anyone on its behalf, in connection with the cancellation of the tender and/or postponement of the start of the services subject to the tender due to non-acceptance

Budget approval.

Law applies      2.19

This procedure is subject to the laws of the State of Israel, as amended from time to time. The offers will be prepared and submitted in accordance with all laws, and the offerors will be considered to have received appropriate legal advice for the purpose of participating in the procedure and submitting the bids.

### **3.19 Jurisdiction Stipulation**

Any matter related to this procedure will be heard exclusively in the competent courts in the Central District.

Orly Stern

Executive Director of the host

### **Bidder's approval**

I confirm with my signature that I have read this document in its entirety and I approve its terms.

---

The bidder's signature

---

date

)stamp and signature(

**Appendix 1****Offeror profile and statements**

Bidder's name: \_\_\_\_\_

Authorized representative: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

\* **The offeror's certificate of incorporation + registration form from the register of companies + articles of association must be attached.**

The proportion of holdings by means of control:

The rate of possession in each type of means of control	The shareholder in the offeror

\* **A family tree (control tree) of the offeror must be attached, up to the level of individuals at the end of the chain of holdings.**

**Declarations of the offeror:**

A. We, the undersigned, who are authorized to sign on behalf of the bidder and make commitments on his behalf, after having carefully read, examined and understood the instructions of Ayalon Routes Ltd. (hereinafter: "The Procurer") in automated (online) tender documents No. 22/65 for planning, procurement, construction, operation and maintenance of the congestion tax project (hereinafter: "the tender" and "the project", respectively), on all the conditions and requirements detailed in all the tender documents and their appendices, hereby propose to the customer that the bidder will build the project, everything as specified in the tender and all its appendices.

B. We hereby declare that we understood everything stated in the tender documents and submitted our offer accordingly. Because we carefully studied and checked everything mentioned in the tender documents, and checked all the requirements, conditions and circumstances, physical and legal, that may affect our offer or the performance of the services that are the subject of the tender. Because we agree to everything stated in the tender documents and confirm and undertake that we will not present any claims or demands based on ignorance and/or misunderstanding, and we hereby waive in advance such claims. Without prejudice to the generality of the foregoing, we know, and we agree, that the submission of our offer implies an express waiver of any claim,



Of any kind and type, regarding inconsistency and/or deviation, of any kind and type, of the tender conditions and/or conditions of its conditions, of the  
conditions of any law.

third. We declare that we meet all the conditions required in the tender and that our offer meets all the requirements in the tender documents and that we  
undertake to carry out the obligations in accordance with the conditions in the tender documents, including the agreement.

d. We declare that we are aware that the performance of the services according to the tender documents requires the preservation of confidentiality with regard  
to the information that comes to our disposal as well as the maintenance of a high level of reliability and trustworthiness and we undertake to follow the execution  
of the instructions of the tender documents and to fulfill all our obligations according to this tender with reliability and trustworthiness, while strictly maintaining  
provisions of any law. We declare that we are not allowed to transfer any information we have as a result of our participation in this tender to any other party, or  
to make any use of it outside the framework of a tender

This.

God. We hereby declare that this offer is submitted without any connection and/or coordination with other bidders, and that we have not discovered  
the details of our offer to other participants in the tender.

and. We declare that our offer is within the scope of the purposes and powers set forth in the offeror's documents in whose name the offer is submitted and that  
we are entitled to sign this offer on behalf of the offeror and that there is no impediment according to any law or agreement to our signing this offer.

G. Our offer is prepared according to the tender with all its appendices, we received and/or were made available to us all the documents related to the offer and  
we also received explanations regarding the offer and the performance of the services within the tender.

H. We authorize the authorized representative listed above to contact the invitee on behalf of the bidder and to receive messages or instructions for him and on  
his behalf and his signature will bind the bidder for everything and anything related to the tender process and the project.

ninth. We declare and undertake that if our offer is accepted, we will meet all the prerequisites for the signing of the agreement by the ordering party, including  
the deposit of performance guarantees and all additional documents required to be produced; We will sign the engagement agreement, and we will perform all  
the services in accordance with all the terms of the tender and the appendices to your complete satisfaction, and this in the format of the financial offer and  
consideration detailed in the tender. Yes, we undertake that we will not transfer any of our rights according to the agreement to another party and we will not add  
or join any partner or create another corporation in order to receive the use of our rights.

J. If for any reason we do not fulfill our obligations according to the terms of the tender, including failure to meet the prerequisites for signing the agreement by  
you and/or depositing the required guarantees and/or depositing any other document required in the tender documents, we agree that the tender guarantee will  
be realized by you and the amount of the tender guarantee will be forfeited your hand as agreed and predetermined compensations, and this without prejudice to  
any other right you have.

11 This offer is submitted after we have examined and considered, including through experts and consultants, the conditions of the tender and the schedule, and  
after we have examined and evaluated all the factors that may affect the execution of the project and our obligations according to the contract, including all the  
risks related to the project.

12. To the best of our knowledge and after a proper inspection that we have conducted, all the data, presentations and statements contained in the offeror's  
proposal are correct, complete, and up-to-date as of the date of submission of the proposal, and no detail has been omitted from the proposal that could influence  
the judgment of the inviter.



13. We are not directly or indirectly related to any of the consultants listed in **Appendix 19** to the tender documents.

Hand. To guarantee the fulfillment of the offer, we are attaching herewith a tender bond according to the wording in **Appendix 6** to the tender conditions brochure. Yes, please check all the tender documents for our offer when they are signed by us. We know that failure to fill in or attach any document or making a change/addition to the offer documents may cause the offer to be rejected.

Tu. This offer of ours is irrevocable and cannot be canceled or changed and will be valid until the date stated in Section 4.13 of the tender terms booklet (including any extension). We agree that you will be entitled, but not obligated, to consider this offer of ours and its acceptance by you as a binding contract between us and you. Yes, We know that you will be entitled to cancel the tender or use any other right given to the customer according to the offer.

16 Criminal information:

ý There are no convictions against the bidder or against us or against a controlling shareholder (directly or indirectly) in us, or against an official in any of the above, for the offenses listed in the fourth appendix to the Criminal Information Law and the Return Regulation 2019-2019, and no indictment has been filed against any of these or was involved in the commission of an offense under foreign law, relating to bribery or corruption.

or -

ý Listed below are all the convictions for the offenses listed in the fourth appendix to the Criminal Information Law and the Return Regulations 2019-2019, as well as indictments/convictions for an offense under foreign law relating to bribery or corruption, against us, or against a person who controls us (directly or indirectly), or against a subject A position in each of the above:

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The names of the signatories on behalf of the bidder:

_____ Position: _____ ID: _____	_____ There: _____
_____ Position: _____ ID: _____	_____ There: _____

<b>date</b>	<b>Attorney's signature and stamp</b>	<b>date</b>	<b>Signature(s) and stamp of the bidder</b>
-------------	---------------------------------------	-------------	---

Herein, I declare and confirm with my signature that the signatories on behalf of the bidder are authorized to sign on his behalf, and may bind him for the purposes of the tender.

I confirm with my signature that the signatories on behalf of the offeror were warned by stating the truth and that they will be subject to the penalties stipulated by law if they do not do so, and after I warned them as stated, they signed this appendix before me on the date specified.



## נספח 2

### **הצהרות והתחייבויות בעלי המניות וחברות-האם-הערבות**

[This appendix will be filled out **separately** by each of the shareholders in the bidder, together with his guarantor parent company (if applicable).]

If the bidder is announced as the winner of the tender, the appendix will be attached as an appendix to the agreement[  
\_\_\_\_\_]

in honor of

Ayalon Routes Ltd. ("the inviter")

2 Nim St

Rishon Lezion

Obligations of the shareholders and the parent-guarantor companies

#### **General Information .1**

\_\_\_\_\_

Name of the shareholder:

\_\_\_\_\_

H.F./H.C. Number:

\_\_\_\_\_ %

His holdings in the offer:

\_\_\_\_\_

Name of the parent company:

\_\_\_\_\_ %

Its holdings in the shareholder:

#### **Representations and Commitments.2**

The shareholder and the parent-guarantor company hereby declare and undertake, jointly and severally, that:

We received the tender documents, including the contract agreement on its appendices ("**the tender documents**"), we read and .2.1  
understood them, and after examining and evaluating, in the eyes of an expert, including through third parties on our behalf, all the factors that may affect the execution of the project and the fulfillment of all the bidder's obligations according to the tender documents , including the legal, technical, engineering, technological, financial, economic risks, security guidelines, planning and construction risks, operation and maintenance risks, and any other risk related to the project, and we accept all the terms of the tender documents, including the powers granted therein to the customer.

Without detracting from the foregoing, we have examined the statements and representations contained in the tender documents as .2.2  
well as the limitations and obligations of the shareholders in the bidder and the parent-guarantor companies, and that each of the aforementioned statements, representations and obligations must be seen as if they were given by us and by each of the other shareholders in the bidder and companies -Do- the other guarantees, together and separately, and by me all of us together and separately with the bidder.

We irrevocably accept the full responsibility, jointly and severally with the bidder and each of the undersigned, for fulfilling all the bidder's obligations and presentations in accordance with the tender and the proposal submitted by him, subject to what is stated in section 4.9.2 of the engagement agreement. In general, and without detracting .2.3



In the generality of the above, we are aware and we agree that any claim, remedy and/or other right that the inviting party may have against a shareholder in the bidder in accordance with the provisions of the tender and/or the agreement, will be held by the inviting party directly against us as well. We also know that the ordering party will be able to exercise the letter of commitment to indemnify us, directly, and even without exhausting procedures against the bidder.

We hereby waive any claim arising from our misunderstanding of the instructions in the tender documents, or concealment (if any) between different instructions in the tender documents, or a misunderstanding of the risks involved in submitting our offer or carrying out the project, to the extent that we are declared the winners of the tender. To the extent that we have any claim as stated, we will present it to the tender committee before the deadline for submitting bids, and to the extent that we do not present it, we are considered to have waived such a claim. .2.4

We authorize the authorized representative detailed in Appendix 1 above to contact the convener on behalf of the bidder and on our behalf and to receive messages or instructions for us and on our behalf, and his signature will bind all shareholders in the bidder for everything and anything related to the tender process and the project. .2.5

Without deviating from the above, we are aware of the provisions of the annex to the contracting agreement regarding principles for contracting in project contracts, to section 10.2 of the agreement (change in the structure of the service provider, its shareholders and other entities), and to section 12 of the agreement (reports and reports), and we confirm that every obligation contained therein binds us directly insofar as it applies to us according to the provisions of the relevant document or it involves the exercise of authority by us. .2.6

If and as soon as the bidder is declared the winner, we will transfer capital to him according to the proportion of our share in the bidder, in the owner's loans as stated in the shareholders' agreement or the owner's loan agreement, and that these amounts will be invested in by the bidder in the project. .2.7

Any shareholder in the bidder, including entities that control the shareholder in the bidder, or are controlled by the bidder or shareholders in the bidder, or are under joint control with any of the aforementioned parties, participate in the tender in this bid only. .2.8

There is no legal impediment to our participation as a shareholder in the offer. .2.9

We have a legal right to use or transfer any information or intellectual property contained in our offer. .2.10

We will keep confidential any data and information that we have obtained or received, or that we will obtain or will receive in the future in connection with or due to our participation in the tender, regardless of the manner in which such information was communicated to us, whether in writing or orally, whether directly by the customer or by any Cause on her behalf. .2.11

We agree that the submission of these bid documents does not oblige the procuring party to declare the bidder the winner of the tender, that the procuring party has the authority to change or amend the provisions of the tender documents at any stage of the procedure, to cancel this procedure, to reject all the proposals submitted as part of it, to negotiate with the bidders, all or part of them, or to ask any of them to clarify information, and that there is no declaration of the bidder as the winner .2.12



in the tender (if and as long as it is announced as such) in order to oblige the ordering party to continue with the tender process or the execution of the project, and all subject to the instructions of the tender documents, and without detracting from the generality of what is stated therein.

We will provide any additional information required by the orderer within the framework of the tender phase, in order to examine the bidder's .2.13 compliance with the conditions of the tender phase.

The bid in the tender is not submitted in favor of or on behalf of any person or entity that has been concealed in any way. .2.14

We did not solicit, encourage or cause any other party involved in the tender (including other bidders, their members, companies related to them, guarantors or those with professional experience), directly or indirectly, to provide false, misleading or inaccurate information in their bid, nor did we solicit, encourage or We have caused, directly or indirectly, any other aforementioned party to disclose information contained in their bids, and we have not cooperated, agreed or organized with them in any way to ensure an advantage to any party participating in the tender. .2.15

The submission of the proposal to the tender stage and the commitment of the shareholder in the bidder, as stated in this appendix, were .2.16 duly approved by the authorized bodies of the shareholder in the bidder.

All data, representations and statements contained in the offer are true, , After a proper inspection, we made .2.17 complete, accurate and up-to-date bids at the time of submission, and no detail was omitted from the bid that could influence the orderer's judgment. We know that the customer will be entitled to claim from us the full costs and damages that will be caused to her due to information that will be provided by us and that will turn out to be incorrect and/or accurate.

The shareholders' agreement attached to the offer (as relevant, if there are several shareholders) is the only agreement that exists between .2.18 the shareholders (all or some of them) and/or between them (all or some of them) and the offeror in connection with the tender and/or the project in their capacity as shareholders in the offeror, and there is no Agreements or other agreements or understandings as mentioned above are null and void.

There is no conflict of interest or fear of a conflict of interest between our participation in this offer and the fulfillment of our obligations in the .2.19 agreement insofar as the bidder is declared the winner of the tender, and any other activity of ours, another obligation to which we are a party, or a legal provision applicable to us.

We undertake to notify the bidder and the contracting authority of any substantial adverse change in our situation (as stated in section 10.2 .2.20 of the agreement) within the time required by the agreement, and to act within the time required by the agreement, after approval by the contracting authority, in order for us to meet the financial threshold conditions in the tender again.

This appendix will remain valid even in the event that the offeror ceases to be a shareholder or a member of the parent guarantor for the shareholder, .2.21 as the case may be, and as long as no obligation of the transferee has been created as a result of the aforementioned change in accordance with the provisions of the agreement.



The validity of our obligations according to this appendix will not be affected even in the event of a change in the agreement, at any stage, and we give our consent in advance to any such change, and that our obligations according to this appendix will be adjusted to the agreement as amended as mentioned. .2.22

### Various .3

Any matter related to this appendix will be subject to the laws of the State of Israel. .3.1

Without derogating from the above, the competent courts in the Central District will have exclusive jurisdiction in connection with any matter arising from or related to this appendix. .3.2

All terms in this appendix shall have the meaning given to them in the tender documents, unless otherwise stated From the context or from their logic. .3.3

The HM address will be through the offeror, and the offeror will be authorized to receive messages and documents for us in connection with the project. .3.4

date	Attorney's signature and stamp	date	Signature and seal of the shareholder in the offer
	<p>Because the signatories I declare and confirm with my signature on behalf of the shareholder in the offeror are authorized signatories on his behalf, and may charge him for the purposes of the tender. I confirm with my signature that the undersigned on behalf of the shareholder in the offeror have been warned by stating the truth and that they will be subject to the penalties provided by law And after I warned them if they didn't do so, as mentioned, they signed this appendix in front of me.</p>		<p><b>Through the authorized signatories:</b></p> <hr/> <hr/>

date	Attorney's signature and stamp	date	Signature and stamp of the parent company-guarantor (as applicable)
	<p>because the undersigned I declare and confirm with my signature, On behalf of the parent company, they are authorized signatories and may charge it for the purposes of the tender. ,On her behalf, I confirm with my signature that the undersigned on behalf of the shareholder in the offeror have been warned by declaring the truth and that they will be subject to the penalties provided by law And after I warned them if they didn't do so, as mentioned, they signed this appendix in front of me.</p>		<p><b>Through the authorized signatories:</b></p> <hr/> <hr/>



### Appendix 3

#### Financial offer form

Bidders' attention that the bid form, as well as any other document detailing the bid price, is available

Submit using the automated system only. The bid will be opened and checked only after the process of checking compliance with the threshold conditions for the bidders' bids is completed, as detailed in the tender conditions booklet.

Without detracting from the above, it is clarified that the offeror must sign this appendix with a full signature and submit it signed (without specifying amounts) in the online system together with the other offer documents.

We, the undersigned, after carefully reading, have examined and understood the instructions of Ayalon Routes Ltd. (hereinafter - the "Inviter") for issuing a proposal for automated tender (online) No. 22/65 for the planning, procurement, construction, operation and maintenance of the congestion tax project (hereinafter - The "services" ( on all the conditions and requirements detailed in all the tender documents and their appendices, hereby offer the customer to perform the services, and this in return for payment as detailed below:

NIS. _____	1. The amount of our fixed payment offer during the operating period is  2. Our choice in relation to linking the return is as follows:  <table border="1"> <thead> <tr> <th>Total</th> <th>euro*</th> <th>dollar*</th> <th>measure Consumer prices</th> <th></th> </tr> </thead> <tbody> <tr> <td>100%</td> <td>_____ _____ _____ _____ _____</td> <td>_____ _____ _____ _____ _____</td> <td>_____ _____ _____ _____ _____</td> <td>The foundation grant</td> </tr> <tr> <td>100%</td> <td>_____ _____ _____ _____ _____</td> <td>_____ _____ _____ _____ _____</td> <td>_____ _____ _____ _____ _____</td> <td>The fixed payment during the activation period</td> </tr> </tbody> </table>				Total	euro*	dollar*	measure Consumer prices		100%	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	The foundation grant	100%	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	The fixed payment during the activation period
Total	euro*	dollar*	measure Consumer prices																
100%	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	The foundation grant															
100%	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	The fixed payment during the activation period															

\* The peg rate to the dollar and euro (in aggregate) shall not exceed thirty percent (30%) (in any period (establishment/operation)).

The amount of the offer for the fixed payment will be stated without VAT.

In relation to the linkage of the consideration, it is clarified as follows:

A. The linkage mechanism is described in the consideration appendix in the engagement agreement.



B. All percentages will be stated with an accuracy of two (2) digits after the decimal point. In the event that the highest bidder punches digits after the point - the number will be rounded to the level of two (2) digits after the point, in accordance with the accepted rounding rules.

third. It is not possible to specify negative percentages (less than zero). In the event that a negative % is specified, it will be considered as if  
The bidder at zero rate (0.)

d. In case of exceeding the limit of thirty percent (30%) pegged to the dollar and the euro, the percentages will be reduced  
Those exceeding these currencies, pro rata.

God. In the event that the cumulative percentages for all linkages are lower than 100%, the remaining % will be allocated to the index  
Consumer prices.

and. In the event that the cumulative percentages for all linkages are higher than 100%, the percentages that exceed pro rata from  
all types of linkages chosen by the bidder will be reduced.

We confirm that we have checked everything that is required in advance and have considered anything that may affect the determination  
of the price offer, and we expressly waive in advance, any claim and/or demand and/or claim, against the ordering party for

and/or in connection with the aforementioned.

---

date

---

Bidder's signature and stamp

Through the authorized signatories:

---

---



**Appendix 4**

[This appendix will be signed by all the shareholders of the winning bidder, together with their guarantor parent company (as applicable), on the same document, and will be attached as an appendix to the agreement]

In honor  
of the State of Israel - the Ministry of Finance and/or Ayalon Netiv Company Ltd. ("the inviter")

**Subject: Indemnity letter**

We, all the shareholders in \_\_\_\_\_ (hereinafter: "**the offeror**"), as well as the parent-guarantor companies, hereby declare and undertake, jointly and severally, that:

1. We undertake to indemnify the orderer, for any debt of the offeror towards the orderer, throughout the entire period of the agreement for the planning, procurement, construction, operation and maintenance of the congestion tax project, a contract between the offeror and the orderer, as long as the offeror wins the tender (hereinafter: "**the agreement**"), Up to a total of two hundred million (000,000,200) NIS, linked to the stated in the agreement ~~and excluding liability of the shareholders and the parent company~~ ~~as of January 31, 2023~~, ~~but not limited~~ only for direct damages caused to the customer and/or the state As a result of any act or omission or violation of a statutory obligation or any other violation of the terms of the tender or the agreement by the bidder of any kind and type, including and without detracting from the generality of the aforementioned - loss of tax collection, however it is clarified that this limitation to compensation for direct damages will not apply to collection Agreed compensations that the bidder owes according to the agreement.

2. We will pay the inviter, within 7 days of her written demand, any amount that is required from any of us up to this amount, without the need for early exhaustion of procedures against the offeror, and without the inviter having to contact all of us with a demand and/or first take any steps to collect the said payment from any collateral provided to you By

the offeror

3. The payment will be made through a transfer to a bank account as instructed by the orderer.

4. We undertake to notify the inviting party and the bidder, as soon as we are informed, of any material change for the worse in our financial situation, which causes the bidder to no longer meet the financial threshold conditions established in the tender. In addition and without deviating from the above, we undertake to inform the inviter and the offeror of any event that may result in us not being able to fulfill our obligations according to this letter of commitment, including liquidation or creditor settlement procedures.

5. Our obligation This is an indemnification obligation according to section 16 of the Guarantee Law, 1967-7, and it will be in effect until the full fulfillment of the obligations in favor of which it was given.

6. It is clarified for the sake of removing any doubt, that this does not detract from the bidder's responsibility according to the terms of the tender and the agreement, and the right of the ordering party to collect other collateral provided by the bidder according to the provisions of the tender and the agreement.

7. Any matter related to this letter of commitment for indemnification shall be subject to the laws of the State of Israel.

8. Without deviating from the above, the competent courts in the Central District will have exclusive jurisdiction

In connection with any matter arising from or related to this indemnity letter.

9. All terms in this indemnity letter shall have the meaning given to them in the agreement.



10. The HM address will be through the bidder, and the bidder will be authorized to receive messages and documents for us in connection with a written undertaking for this indemnification.

.1

**date****Attorney's signature and stamp**

Harini declares and confirms with my signature, that the signatories on behalf of the shareholder in the tender are authorized to sign on his behalf, and may bind him for the purposes of the tender.

**date****Signature and seal of the shareholder in the offer**

**Through the authorized signatories:**  
 \_\_\_\_\_  
 \_\_\_\_\_

2

**date****Attorney's signature and stamp**

Harini declares and confirms with my signature, that the signatories on behalf of the shareholder in the tender are authorized to sign on his behalf, and may bind him for the purposes of the tender.

**date****Signature and seal of the shareholder in the offer**

**Through the authorized signatories:**  
 \_\_\_\_\_  
 \_\_\_\_\_

3

**date****Attorney's signature and stamp**

Harini declares and confirms with my signature, that the signatories on behalf of the shareholder in the tender are authorized to sign on his behalf, and may bind him for the purposes of the tender.

**date****Signature and seal of the shareholder in the offer**

**Through the authorized signatories:**  
 \_\_\_\_\_  
 \_\_\_\_\_

4

**date****Attorney's signature and stamp**

Harini declares and confirms with my signature, that the signatories on behalf of the parent-guarantor company are authorized to sign on its behalf, and may bind it for the purposes of the tender.

**date**

**Signature and stamp  
of the parent company - the guarantor  
(as relevant)**

**Through the authorized signatories:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Appendix 5

**deposition**

**Regarding the lawful employment of foreign workers and the payment of minimum wages**

**According to the Public Bodies Transactions Law, 1976**

After I was warned that \_\_\_\_\_, The subject of T.Z. that tells \_\_\_\_\_, I, Mr./Ms., must declare the truth and that I will be subject to the penalties prescribed by law if I do not do so, hereby declare in writing as follows:

\_\_\_\_\_ (hereinafter: "**The Bidder**") to sign this affidavit 1. I have been duly authorized by in support of the automated tender (online) proposal No. 22/65 for the planning, procurement, operation and maintenance of the congestion tax project (hereinafter: "**the Tender**").

2. I declare that one of the following applies to the offeror:

(a) The offeror and anyone related to him have not been convicted of an offense according to the Foreign Workers Law or the Minimum Wage Law.

(b) Until the deadline for submitting bids in the tender, the bidder and anyone related to him were not convicted by a judgment Convicted of more than two offenses according to the Foreign Workers Law or the Minimum Wage Law.

If the bidder or a person related to him has been convicted of two or more offenses according to the Foreign Workers Law or the Minimum Wage Law - that at least one year has passed from the last conviction to the deadline for submitting bids in the tender. )B(

3. Regarding section 2 above:

"Means of control", "possession" and "control" - as they mean in the Banking (Licensing) Law, 1981-5741;

"**Affiliate**" - any of these:

1) a group of people controlled by the bidder;

(2) If the offeror is a group of people, one of the following: (a) the controlling owner; (b) a group of people whose composition of shareholders or partners, as the case may be, is similar in essence to the aforementioned composition of the offeror, and the areas of activity of the group of people are similar in essence to the bidder's areas of activity; (c) the person who is responsible on behalf of the bidder for the payment of labor wages;

3) If the bidder is a member of the public who is controlled substantially - another member of the public who is controlled substantially by the person who controls the bidder.

"**Convicted**" of a crime - was convicted by a final verdict of a crime that was committed after the 25th day of Hashon 5773 (October 31, 2002)

"**Foreign Workers Law**" - Foreign Workers Law (prohibiting illegal employment and guaranteeing fair conditions), 1991;

"**Minimum Wage Law**" - Minimum Wage Law, 1987-1987;



"**Substantial control**" - the holding of three quarters or more in a certain type of means of control in a member Humans.

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

---

**date**

**Attorney's signature and stamp**

---

**date**

---

**Signature/s**

Herein I declare and confirm with my signature, that the signatories on behalf of the bidder are authorized to sign on his behalf, and may bind him for the purposes of the tender.

I confirm with my signature that the signatories on behalf of the offeror were warned by stating the truth and that they will be subject to the penalties stipulated by law if they do not do so, and after I warned them as stated, they signed this appendix before me on the date stated.



**deposition**

**Regarding adequate representation for people with disabilities**

**According to the Public Bodies Transactions Law, 1976**

After I was warned that \_\_\_\_\_, The subject of T.Z. that tells \_\_\_\_\_, I am HM, Mr./Ms. I must declare the truth and that I will be subject to the penalties stipulated by law if I do not do so, I hereby declare in writing as follows:

\_\_\_\_\_ (hereinafter: "the bidder") to sign this affidavit 1. I have been duly authorized by in support of the bid in automated (online) tender No. 22/65 for the planning, procurement, operation and maintenance of the congestion tax project (hereinafter: "the tender").

2. I declare and confirm that it has been explained to me and that I understand the meaning of Section 9 of the Law on Equal Rights for Persons with Disabilities, 1998-1998 (hereinafter: "**Law on Equal Rights**".

**3. Mark an X in the appropriate box:**

.<sup>2</sup>The provisions of Section 9 of the Equal Rights Law do not apply to the offeror

The provisions of Section 9 of the Equal Rights Law apply to the offeror and he complies with them.

If this box is checked - I undertake to deliver a copy of this affidavit to the Director General of the Ministry of Labor and Welfare and Social Services within 30 days from the date of my engagement with Ayalon Routes Ltd.

Also, mark an X in the appropriate box regarding the number of employees employed by the bidder:

The offeror employs less than 100 employees.

The offeror employs at least 100 workers. If this alternative is checked, one of the following alternatives must also be checked:

The offeror undertakes to contact the Director General of the Ministry of Labor, Welfare and Social Services  in order to review the implementation of his obligations according to Section 9 of the Equal Rights Law, and if necessary - to receive instructions regarding their implementation.

If the offeror employs at least 100 employees and the offeror has previously committed to contact the Director General of the Ministry of Labor, Social Services and Social Services in order to review the implementation of his duties according to Section 9 of the Equal Rights Law, the offeror declares that he has contacted as required of him and acted to implement the instructions, if they were given to him.

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

---

The provisions of Section 9 of the Equal Rights Law apply to "employer" as defined there: "An employer employing more than 25 employees, excluding the state or another employer to whom the provisions of Section 15A of the Civil Service (Appointments) Law, 569-1959, apply".



---

**date**

**Attorney's signature and stamp**

Herein I declare and confirm with my signature, that the signatories on behalf of the bidder are authorized to sign on his behalf, and may bind him for the purposes of the tender.

I confirm with my signature that the signatories on behalf of the offeror were warned by stating the truth and that they will be subject to the penalties stipulated by law if they do not do so, and after I warned them as stated, they signed this appendix before me on the date specified.

---

**date**

**Signature/s**



Appendix 6

The wording of the tender guarantee

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

In honor

of Natibi Ayalon Ltd. 2 Nim St

Rishon Lezion

Subject: Bank guarantee no.

1. At the request of \_\_\_\_\_ (hereinafter: "**the bidder**"), we hereby guarantee to you to pay you Any amount according to your requirement, up to a total amount of 000,000,000 NIS (in words: thirty million new shekels) (hereinafter: **the "guarantee amount"**), in connection with the bidder's offer in automated (online) tender No. 22/65 for planning, Procurement, operation and maintenance of the congestion tax project.
  
2. We undertake to pay you, according to your first written demand, any amount specified in that demand, immediately and in any case no later than seven (7) days from the date of receipt of your demand in our office, according to  
The address that appears at the beginning of this bond.
  
3. For the avoidance of doubt, it is hereby clarified that your demand for payment under this bond may be in installments, and that the payment will be made in accordance with your demand as stated, provided that the total of all payments under this bond does not exceed the amount of the bond.
  
4. Our commitment according to this letter of guarantee is unconditional, autonomous and irrevocable, including that you will not be obliged to explain, justify, detail, establish or prove your demand or demand the payment first  
by the bidder.

5. This bond is not transferable.

6. All conflicts and disputes arising from or related to this guarantee will be discussed exclusively in accordance with the provisions of Israeli law, and the competent courts in the Central District will have exclusive jurisdiction to discuss these matters.

This bond will enter into force on the date indicated at the beginning of it, and will remain valid until February 28, 2024.

Sincerely,



Appendix 7

in honor of

Ayalon Routes Ltd

2 Nim St

Rishon Lezion

Lawyer's confirmation

\_\_\_\_\_**("the bidder")**, hereby confirm as follows: I, the attorney, \_\_\_\_\_, attorney for

1. The performance of the services and the entering into the agreement according to automated tender (online) No. 22/65 for the planning, procurement, operation and maintenance of the congestion tax project, are within the authority of the bidder.

2. The directors of the bidder are:

\_\_\_\_\_

3. Directors of the bidder are:

\_\_\_\_\_

4. The method of signing that obliges the bidder is:

\_\_\_\_\_

who have signed this offer before me. The signatures of the \_\_\_\_\_ and \_\_\_\_\_ and the seal of the offering corporation bind the offering corporation in all respects.

\_\_\_\_\_  
Attorney's signature and stamp

\_\_\_\_\_  
date



Appendix 8

**Bidder's statement on non-payment of "brokerage fees" to "brokerage agents"**

, 1. In addition to all the obligations and prohibitions applicable to him by force of law, including the Penal Law, 1977

The bidder and those on his behalf hereby undertake and declare as follows:

not to offer and/or give and/or receive, directly or indirectly, any benefit and/or money and/or any 1.1

Something of value with the purpose of directly and/or indirectly influencing a decision and/or an act and/or omission of Netevi Ayalon Ltd. (hereinafter: "**Netevi Ayalon**") and/or of an officer of Netevi Ayalon and/or an employee of Netevi Ayalon and/or anyone on its behalf and/or any other party, in connection with a contracting procedure and/or any contract/order arising from it.

Not to solicit and/or cooperate, directly and/or indirectly, with an officer of Ayalon Routes and/or an Ayalon Routes 2.1

employee and/or anyone on her behalf and/or any party on her behalf and/or any other party in order to obtain confidential/confidential information related to with a contract procedure and/or for any other resulting contract/order from him.

Not to solicit and/or cooperate, directly and/or indirectly, with an officer of Ayalon Routes and/or an Ayalon Routes 3.1

employee and/or anyone on her behalf and/or any other party in order to set prices in an artificial and/or non-competitive manner.

did not act contrary to what was stated in paragraph 3.1-1.1 above within the framework of engagement procedures that are the subject of this tender. 4.1

2. A reasonable suspicion has arisen that an offeror and/or someone acting on his behalf has acted contrary to what was stated in section 1 above, Ayalon Routes reserves the right, at its sole discretion, not to participate in the contracting process for which there is a suspicion that the aforementioned action was taken and/or in any other procedure) Hereafter: "**Contract**" (and/or not to accept his offer in the contracting process and/or cancel at any time his winning the contract and/or cancel at any time the contract/order resulting from the contracting process.

3. It is the sole responsibility of the bidder to bring the content of this section to the attention of his employees, subcontractors, representatives, agents and anyone on his behalf who is involved in any way in the contracting process with Ayalon routes and/or contract/order arising from it.

And for this we have come to the undersigned, the authorized signatories of the offeror, who are authorized to oblige with their signature:

---

date

Bidder's signature and stamp

Through the authorized signatories:

---

---

Appendix 9deposition**To prove the offerer's experience in order to meet the professional threshold conditions**

[to be signed by the bidder as well as the relevant shareholder]

After I was warned that \_\_\_\_\_, The subject of T.Z. that tells \_\_\_\_\_, I, Mr./Ms., must declare the truth and that I will be subject to the penalties prescribed by law if I do not do so, hereby declare in writing as follows:

\_\_\_\_\_ ) Below: 1. I serve as a manager at \_\_\_\_\_, Corporation No. **"The Bidder"** and I have been duly authorized by the Bidder to sign this affidavit in support of the Bidder's proposal for automated tender (online) No. 22/65 for the planning, procurement, construction, operation and maintenance of a congestion tax project.

alternative the appropriate alternative -  mark [fill in 2. The offeror meets the professional threshold conditions as follows : what is required in that alternative] and after alternative B,

**Alternative A** (Section 1.2.3 of the Tender Terms Booklet), and this through the shareholder in the bidder, (hereinafter:  "the shareholder in the bidder"), having experience at least one (3) (consecutive years out of seven) (7) (the years preceding the deadline for submission The proposals, in the provision of operation and maintenance services in at least one toll project, in Israel or abroad, as these terms are defined in section 3 below (hereinafter: "**the experience requirement**").

: in the appropriate alternative Mark V

The shareholder in the offeror meets the experience requirement himself, and the experience detailed in table No. 1 below  is the experience of the shareholder in the offeror.

The shareholder in the bidder meets the requirement of experience through a related company, and the detailed experience

3.3.2.3 ] is possible according to the section Table No. 1 below is the experience of the related company.

will be if the related company only served as the owner of the operating contractor  or of the body with the signed agreement owner with direct engagement ,

the orderer

\_\_\_\_\_. Name of the related company: \_\_\_\_\_; H.P./H.C.: \_\_\_\_\_

The related company signed a declaration and commitment in **Appendix 15** to the tender conditions booklet.

**Alternative B** (Section 2.2.3 of the Tender Terms Booklet), and this through **these two**:

of the shares owner to specify the name  The shareholder in the bidder, \_\_\_\_\_

(hereinafter: "**the shareholder in the offeror**", who meets **condition #1 in alternative B**) (Section 1.2.2.3 of the brochure)

in the appropriate alternative (: the terms of the tender), according to the following alternative (mark V



Clause [a] - having experience of at least three (3) years out of the ten (10) years preceding the deadline for submitting bids, in providing operation and maintenance services in at least one PPP project in Israel, in the field of transportation infrastructure, in accordance with the definition of the terms therein in clause 3 below.

**Attached** is a certificate from the ordering party or a CPA certificate in relation to the financial scope of the project.

: in the appropriate alternative Mark V

The shareholder in the offeror meets the experience requirement himself, and the experience detailed in table no. 2 below is the experience of the shareholder in the offeror.

The shareholder in the bidder meets the experience requirement through a related company, and the ] possible accordingly experience detailed in Table No. 2 below is the experience of the related company.

If the related company owned the tender conditions brochure only 3.3.2.3 to the section  
the orderer with direct contact

\_\_\_\_\_. Name of the related company: \_\_\_\_\_; H.P./H.C.:

The related company signed a declaration and commitment in **Appendix 15** to the terms booklet

the auction

or –

Section [B] - Being the person who has carried out works for the deployment of a communication infrastructure for at least two hundred thousand (200,000,200) households, through which he serves, as of the deadline for the submission of proposals, at least 1 million (000,000,000) subscribers, being the holder of a valid general license to provide RTN services (mobile phone radio) using the cellular method, and in accordance with the definition of the deceased therein in section 3 below.

- **A copy of the MCA license for this appendix.**

: in the appropriate alternative Mark V

The shareholder in the bidder meets the experience requirement himself, and the experience detailed in table No. 3 below is the shareholder's experience in the bidder.

The shareholder in the bidder meets the experience requirement through a related company, and the experience detailed in table No. 3 below is the experience of the related company.

\_\_\_\_\_. Name of the related company: \_\_\_\_\_; H.P./H.C.:

The related company signed a declaration and commitment in **Appendix 15** to the terms booklet

the auction



\_\_\_\_\_ (hereinafter: "Owner's party"; \_\_\_\_\_). H.P./H.C.: 2 **experience in a toll project**"), who meets **condition #2 in alternative B** (section 2.2.2.3 of the tender conditions booklet), who has at least three years of experience (3) consecutive years out of seven) 7) The years preceding the deadline for submitting bids, in the provision of operation and maintenance services in at least one toll project, in Israel or abroad, as these terms are defined in section 3 below.

The bidder has a memorandum of understanding signed with a party with experience in the toll project, according to which this party will hold at least fifty percent (50%) of the means of control of the operating contractor in the congestion tax project. The aforementioned party signed the statement and commitment attached as **Appendix 14** to the tender conditions booklet.

: in the appropriate alternative Mark V

The party with experience in the toll project meets the experience requirement itself, and the experience detailed  in Table No. 1 below is the experience of this party.

The party with experience in the toll project meets the experience requirement through a related company, and  the experience detailed in Table No. 1 below is the experience of the related company.  
if the related company only to the tender conditions booklet 3.3.2. ] is possible according to the section served as the operating contractor, the undersigned or the ~~orderer~~ ~~with a direct contract was the owner of~~ ~~the orderer agreement with a direct contract the~~

\_\_\_\_\_. Name of the related company: \_\_\_\_\_; H.P./H.C.:

The related company signed a declaration and commitment in Appendix 15 to the terms booklet

the auction

3. In this affidavit:

"**Subscriber**" - anyone who owns a cellular line that receives communication services regularly, according to an agreement, from a licensee  
The RTN.

"**Toll project**" - a project within the framework of which a fee is collected from road users, which meets the requirements  
The following aggregates:

- A. At least ten million vehicle crossings per year have been identified, which are subject to payment;
- B. The identification is by photographing the vehicles and deciphering the license plates;
- third. The project includes the payment calculation, collection processes and customer service.

"**PPP project**" - a project for the supply of services or products within the framework of a concession agreement (PPP of all types, including BOT, PFI, BOO) between the concessionaire and the state or a body on its behalf, which included construction and then provision, while the person with the presented experience was responsible for operating and maintenance services for Ten (10) years at least



The establishment, financing, operation and maintenance of the service is the subject of the franchise agreement, with a total financial scope (establishment, operation and maintenance) of at least 1 billion NIS (without VAT).

**"The operating contractor in the congestion tax project"** - a subcontractor with whom the winning bidder will contract, and who will be responsible for all operation and maintenance services in the congestion tax project, as defined in Appendix B to the contract agreement.

**"Operation and maintenance services in the Agra project"** - operation and maintenance at least of photography services

Interpretation, fee calculation and collection.

**"Operation and maintenance services in the project in the field of transportation infrastructure"** - services provided for the purpose of ensuring the ongoing operation of the project as a whole, on all the infrastructures and systems included in it.

**"Transport infrastructure sector "** - road or light rail.

4. The tables below detail the relevant test for proving compliance with the threshold conditions:



**Table No. 1 – Experience in the toll project**

The name of the person whose experience is described in this table (referred to in the table as "the person with the experience"): \_\_\_\_\_

Contact information for the customer (name, position and mobile phone)	Duration of the period of provision of operation and maintenance services by the experienced owner from month/year Committee month year	Did the person with the experience provide operation and maintenance services in the toll project, as defined in section 3 above?	Duration of session The project (not necessarily by the experienced person) after completion of construction from month/year Committee month year	Is the toll project as defined in section 3 above A V must be marked in each relevant box	The role of the experienced person in the project	There the orderer (the state or a body on its behalf)	ID number of the project	here
_____	Until _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ Until _____	_____ <small>has been identified</small> <input type="checkbox"/> A number [to fill in Passages of vehicles the debtors per year, paid he the identification <input type="checkbox"/> through photography The vehicles will appear The license plates The project includes the <input type="checkbox"/> payment calculation,	Has direct contact with the customer <input type="checkbox"/> Shareholder/partner in % ___, from _____ month/year [must fill in] [has month/ year] _____ Committee In a body that has a direct relationship with the client <input type="checkbox"/> He served as the operating contractor, signing an agreement with <input type="checkbox"/>	1		



				collection and delivery processes Customer service	The body has a direct relationship with the client  Shareholder/partner in % <input type="checkbox"/> ____ rate, m month/year [must fil hin] [has month/year] ____ Committee contractor  The operator signed an agreement with the body that has direct contact with the customer		
	—	Yes <input type="checkbox"/>	—	— A number[ <input type="checkbox"/> to fill in Passages of vehicles the debtors per year, paid he <input type="checkbox"/> the identification through photography The vehicles will appear License plates e The project includes the <input type="checkbox"/> payment calculation, collection and delivery processes Customer service	Has direct contact with the customer <input type="checkbox"/>  Shareholder/partner in % <input type="checkbox"/> ____ rate, m month/year [must fil hin] [has month/year] ____ Committee In a body that has a direct relationship with the client  He served as the operating contractor, who signed an agreement with the body that has a direct contract with the client	2	



					Shareholder/partner in % <input type="text"/> _____ rate, m Month/year[ to be filled in [must be filled in] [there is a month/year] The B operating contractor who has signed an agreement with the body that has direct contact with the client			
	Until	Yes <input type="checkbox"/>	_____	_____ <small>have been identified</small> <input type="checkbox"/> A number[ to fill in Passages of vehicles the debtors per year, paid he the identification <input type="checkbox"/> through photography The vehicles and the description of license plates e The project includes the <input type="checkbox"/> payment calculation, collection and delivery processes Customer service	Has direct contact with the <input type="checkbox"/> customer  Shareholder/partner in % <input type="text"/> _____ rate, m month/year [must be filled in [has month/year] _____ Committee In a body that has a direct relationship with the client  He served as the operating <input type="checkbox"/> contractor, who signed an agreement with the body that has a direct contract with the client  Shareholder/partner in % <input type="text"/> _____ rate, m month/year[ must be filled in] _____ Committee			3



					In the _____ month year[ operating contractor who has signed an agreement with the body that has a direct contract with the client]			
--	--	--	--	--	---	--	--	--

**Table No. 2 – Experience in a PPP project in the field of transportation infrastructure**

The name of the person whose experience is described in this table (referred to in the table as "the person with the experience"): \_\_\_\_\_

Contact information for the customer (name, position and mobile phone)	Duration of the period of provision of operation and maintenance services by the experienced owner from month/year Committee month year	Did the person with the experience provide operation and maintenance services in the project, as defined in section 3 above? Yes No	Duration of session (not necessarily by the person with the experience) After completion of construction	The financial scope of the project (establishment, operation). and maintenance (without VAT) Committee month year	Is it a project to establish and then provide operation and maintenance services for at least 10 years? Yes No	Type of project: type of contract and type of infrastructure the transportation	The role of the experienced person in the project	There the orderer (the state or a body on its behalf)	ID number there the project



		Yes <input type="checkbox"/>	_____ Until _____	Yes <input type="checkbox"/>	_____ Type of contract: <input type="checkbox"/> Transportation infrastructure: <input type="checkbox"/> road <input type="checkbox"/> light rail <input type="checkbox"/>	having direct contact with the orderer <input type="checkbox"/> Shareholder/ <input type="checkbox"/> Class partner - ____ %, m fill in [yes month/year] [yes ____ Committee fill in month/year[ in a body that has direct contact with the orderer			1
		Yes <input type="checkbox"/>	_____ Until _____	Yes <input type="checkbox"/>	_____ Type of contract: <input type="checkbox"/> Transportation infrastructure: <input type="checkbox"/> road <input type="checkbox"/> light rail <input type="checkbox"/>	having direct contact with the orderer <input type="checkbox"/> Shareholder/ <input type="checkbox"/> Class partner - ____ %, m fill in [yes month/year] [yes ____ Committee fill in month/year[			2



							in a body that has direct contact with the orderer			
	_____  Until	Yes <input type="checkbox"/>  No <input type="checkbox"/>	_____  Until		Yes <input type="checkbox"/>  No <input type="checkbox"/>	_____ Type of contract: <input type="checkbox"/>  Transportation infrastructure: <input type="checkbox"/>  road <input type="checkbox"/>  light rail <input type="checkbox"/>	having an engagement <input type="checkbox"/> direct with the orderer  Shareholder/ <input type="checkbox"/>  Class partner - ____ %, m fill in [yes month/year] [yes ____ Committee fill in month/year[ in a body that has direct contact with the orderer			3



**Table No. 3 – Experience in deploying communication infrastructure and providing RTN services**

Number of subscribers	Communication infrastructure deployment		Validity of the license month year	The date of receipt of the license month year	The name of the holder of the general license for the provision of RTN services using the cellular method
	Number of households at the deadline for submitting bids in the tender	Himself or through a subcontractor?			
		himself <input type="checkbox"/> Through a subcontractor: <input type="checkbox"/> ]There[ _____			



**- Do not change the configuration of the tables in the appendix, but only rows can be added -**

5. Attached as an appendix to this affidavit, a detailed document regarding the contents of each of the projects mentioned therein (section permission).

6. Harini declares that all the details listed above and in the attached tables are true and accurate, and I give my consent to the verification of said details by a representative of Ayalon routes with any party, including the contacts indicated above.

<b>date</b>	<b>Attorney's signature and stamp</b>	<b>date</b>	<b>Signature of the declarant(s):</b>
<p>I hereby declare and confirm with my signature that the signatories on behalf of the offeror are authorized to sign on his behalf, and may bind him for the purposes of the auction</p>		<hr/>	
<p>I confirm with my signature that the signatories on behalf of the offeror were warned by stating the truth and that they will be subject to the penalties stipulated by law if they do not do so, and after I warned them as stated, they signed this appendix before me on the date specified.</p>		<hr/>	

**Confirmation of the relevant shareholder in the offer:**

I confirm that the data regarding my experience, detailed in this affidavit, are true and accurate.

<b>date</b>	<b>Attorney's signature and stamp</b>	<b>date</b>	<b>Signature and seal of the shareholder</b>
<p>Harini declares and confirms with my signature, that the signatories on behalf of the shareholder are authorized to sign on his behalf, and may bind him for the purposes of the tender.</p>		<p><b>Through the authorized signatories:</b></p> <hr/> <hr/>	
<p>I confirm with my signature that the signatories are on behalf of the shareholder. They were warned by declaring the truth and that they would be subject to the penalties provided by law if they did not do so, and after I had warned them as stated, they signed this appendix before me on the specified date.</p>			



**Appendix 10**

[This appendix will be filled out **separately** by the bidder + each shareholder in the bidder]

in honor of

Ayalon Routes Ltd

2 Nim St

Rishon Lezion

A.G. N.,

**Subject: Affidavit regarding the status of the offeror/shareholder in the offeror**

After I was warned that I should \_\_\_\_\_, The subject of T.Z. that tells \_\_\_\_\_, I, Mr./Ms., hereby declare in writing the following:

\_\_\_\_\_ (hereinafter: "**The Corporation**") to sign this affidavit in support 1. I have been duly authorized by the bidder's proposal for automated (online) tender No. 22/65 for the planning, procurement, construction, operation and maintenance of a tax project congestion.

2. I hereby declare as follows:

\_\_\_\_\_. 1.2 The corporation was incorporated on

2.2 The corporation is not in receivership, bankruptcy or liquidation proceedings;

3.2 The corporation is not facing insolvency;

4.2 No foreclosures were imposed on the corporation's assets at a rate higher than its equity.

: in the appropriate box X to mark please 5.2

The corporation does not have an audited financial statement for the last fiscal year.

The corporation has an audited financial statement for the last fiscal year (a copy of which is attached to this affidavit), and it is not

including a going concern note.

3. This is my name, this is my signature, and the content of my affidavit above is true.

---

**date**

**Attorney's signature and stamp**

Herein I declare and confirm with my signature, that the signatories on behalf of the bidder are authorized to sign on his behalf, and may bind him for the purposes of the tender.

I confirm with my signature that the signatories on behalf of the offeror were warned by stating the truth and that they will be subject to the penalties stipulated by law if they do not do so, and after I warned them as stated, they signed this appendix before me on the date specified.

---

**date**

**Signature/s**

**Appendix 11**

[This appendix will be filled out **separately** by each of the bidder's shareholders]

in honor of

Ayalon Routes Ltd

2 Nim St

Rishon Lezion

A.G. N.,

**Subject: Affidavit of a shareholder in the bidder regarding financial strength**

After I was warned that Ali Y \_\_\_\_\_, The subject of T.Z. that tells \_\_\_\_\_, I, Mr./Ms., declare the truth and that I will be subject to the penalties stipulated by law if I do not do so, hereby declare in writing as follows:

\_\_\_\_\_ (hereinafter: "**Shareholder in the Bidder**") and I have been authorized 1. I act as duly appointed CFO by a shareholder in the Bidder to sign this affidavit in support of the Bidder's proposal for automated (online) tender No. 22/65 for planning, procurement, construction, operation and maintenance of the congestion tax project.

**2. General information**

	Name of shareholder in the offer
	Proportion of shareholding of a shareholder in the offeror
	The name of the parent-guarantor company (if applicable)
	The holding rate of the parent company in a shareholder in the bidder (as applicable)

**3. Financial information****1.3 A shareholder in the bidder** (which is not an "institutional body" or a "banking corporation" or a "private investment fund")

Financial data (in thousands of NIS):

2021	2020	2019	fiscal year
			<b>revenue cycle</b>
			<b>Equity</b> (as of 12/31/2021)
			<b>Cash flow from current operations</b>

**2.3 A shareholder in the bidder who is an "institutional body" or a "banking corporation"**

Financial data (in thousands of NIS):



<b>31.12.2021</b>	<b>date</b>
	Equity (minus the minimum equity required by law, as applicable)
	Scope of managed assets, as relevant

**3.3 A shareholder in the bidder who is an investment fund**

Financial data:

<b>14 days before the submission deadline the offers</b>	<b>31.12.2021</b>	<b>date</b>
		The investment obligations are not realized

**4. Material changes after the date of the financial statements**

Except as detailed below, there have been no material changes in the shareholder of the bidder, after the closing date of the financial statements for the last fiscal year

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**5. As of the date of submission of the form, the proposing shareholder declares as follows (by marking an X in the box below):**

- ÿ The financial statement for the last financial year of a shareholder in the bidder does not include a going concern note.
- ÿ The bidder's member is not subject to a freeze of proceedings, bankruptcy, receivership, liquidation or "re-organization", and no foreclosures have been imposed on his assets at a rate higher than his equity.

**6. Attached**

Audited financial statements for each of the years specified in section 1.3 must be attached to this form.

**7. Miscellaneous**



The terms mentioned in this form and which are not defined in it, will have the meaning assigned to them in the terms booklet  
the auction

#### **8. Declarations and commitments**

1.8 We know and we agree that, as part of the tender offer submitted by the tenderer, we intend to present and rely on our data for the purpose of proving the tenderer's compliance with the conditions of financial soundness set forth in the threshold conditions in section 3.3 of the tender.

2.8 We declare and undertake that all the information, data, documents and presentations that are included in the offeror's proposal and refer to our company, are accurate and complete, and that no material data and/or information has been omitted in relation to them that could influence the judgment of the tender committee of Ayalon Routes, and we are aware that if and the bidder is selected as the winner of the tender, Ayalon Routes will communicate with him based, among other things, on the basis of the above data. Without detracting from the generality of the foregoing, we confirm and undertake that Ayalon Routes will be entitled to claim from us the full costs and damages that will be caused to it due to information that will be provided by us and that will become clear as not true and/or accurate.

3.8 We hereby declare that the submission of the proposal by the bidder also includes the information and data about our company, that the submission of this document by our company was duly approved by the authorized bodies of our company, that this does not contradict and/or violate the incorporation documents of our company and/or any Law and/or any other obligation of No Company that our participation in the offer is within the scope of the goals and powers set forth in the founding documents of No Company.

9. This is my name, this is my signature, and the content of my affidavit above is true.

date	Attorney's signature and stamp	date	Signature of the CFO
	<p style="text-align: center;">Harini declares and confirms with my signature that the signatory is the CFO of the shareholder in the offeror who was warned by declaring the truth and that he will be subject to the penalties set forth in the law if he does not do so, and after I warned him as mentioned, he signed this appendix in front of me on the specified date.</p>		

**Appendix 12****CPA approval**

[This appendix will be filled out **separately** for each of the shareholders in the bidder and the company-mother-guarantor (as applicable)]

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

in honor of

[name of shareholder in the offeror]

A.G.N.,

**In question: a special report of the auditing accountant in the format of a certificate**

(below: ~~the shareholder/bidder~~ fills in the name of the auditors of the "Company", and for the purposes of submitting this letter by the company to Natibi A Yalon Ltd., for the purpose of submitting a proposal to participate in automated tender (online) No. 22/65 for planning, procurement, construction, Operation and maintenance of the congestion tax project, and for these purposes only and in accordance with the audited annual financial statements of the company for December 31, 2019, 2020, 2021 and for each of the years that ended <sup>3</sup>on those dates and on which our unqualified opinion was given

Please complete the dates in them respectively \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, in the days  
.The opinions were given [

A. I want to confirm that according to those financial statements, the company's income and its cash flow from operations

Current:

2021	2020	2019	sleep
			Revenues - in thousands of NIS
			cash flow current- Operating in thousands of NIS

to complete the last fiscal year for which it was given \_\_\_\_\_

B. The company's equity as of December 31 is thousands of NIS. \_\_\_\_\_ that is Opinion[

Sincerely,

Accountants

<sup>3</sup> The type of opinion given must be indicated. ,Will change in cases where an accountant's opinion was given that differs from the uniform version. In these cases

**Appendix 13****Declarations and commitments of a company - if - guarantor**

[This appendix will be submitted in the event that there is reliance on a company-if-guarantor for the purpose of meeting the financial soundness conditions set forth in the threshold conditions in section 3.3 of the tender]

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

in honor of

Ayalon Routes Ltd

2 Nim St

Rishon Lezion

A.G.N.,

**Subject: Automated tender (online) No. for the planning, procurement, construction, operation and maintenance of the congestion tax project - declarations and commitments of the Am-Arava company**

After I was warned that I had to make a statement \_\_\_\_\_, The subject of T.Z. I, Mr. \_\_\_\_\_, the truth and that if I do not do so I will be subject to the penalties provided by law, hereby declare and undertake as follows:

\_\_\_\_\_ (hereafter: company no \_\_\_\_\_, 1. I serve as a manager in the company  
 \_\_\_\_\_ (hereafter: "shareholder" company no \_\_\_\_\_, "The parent company", which is the parent company of  
 in the bidder"), and I am legally authorized on behalf of the parent company to give this affidavit as part of the bid of the  
 company \_\_\_\_\_ (hereafter: "the bidder") for automated tender (online) No. 22/65 company no \_\_\_\_\_,  
 for the planning, procurement, construction, operation and maintenance of the congestion tax project (hereinafter: "the tender").

2. I hereby declare and confirm that the parent company is a controlling shareholder in the bidder. attached to my statement

This is a lawyer's confirmation as well as a recent printout of a shareholder in the offeror in the Companies Registry confirming the aforementioned.

For this matter, "control" - as defined in the Securities Law, 1968-5578.

**3. Financial information****1.3 The parent company** (which is not an "institutional body" or a "banking corporation" or a "private investment fund")

Financial data (in thousands of NIS):

2021	2020	2019	fiscal year
			<b>revenue cycle</b>
			<b>Equity</b> (as of 12/31/2021)
			<b>Cash flow from current operations</b>



## 2.3 The parent company that is an "institutional body" or a "banking corporation"

Financial data (in thousands of NIS):

31.12.2021	date
	Equity (minus the minimum equity required by law, as applicable)
	Scope of managed assets, as relevant

## 3.3 The parent company which is an investment fund

Financial data (in thousands of NIS):

<b>14 days before the deadline for submitting bids</b>	31.12.2021	date
		The investment obligations are not realized

## 4. Material changes after the date of the financial statements

Except as detailed below, there were no material changes in the parent company, after the closing date of the financial statements for the last fiscal year

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## 5. As of the date of submitting the form, the parent company declares as follows (by marking an X in the box below):

The financial statement for the last financial year of the parent company does not include a going concern note.  The parent company is not subject to a freeze of proceedings, bankruptcy, receivership, liquidation or "re-organization", and no foreclosures have been imposed on its assets at a rate higher than its equity.

## 6. Attached

Audited financial statements for each of the years specified in section 1.3 must be attached to this form.

## 7. Miscellaneous



The terms mentioned in this form and which are not defined in it, will have the meaning assigned to them in the terms booklet  
the auction

#### **8. Declarations and commitments**

The parent company is aware, and it agrees, that as part of the tender offer submitted by the bidder and the bidder's shareholders, they intend to present and rely on the data of the parent company for the purpose of proving the bidder's compliance with the financial soundness conditions stipulated in the threshold conditions in section 3.3 of the tender.

2.8 The parent company declares and undertakes that it has examined all the data included in the offer submitted by the offeror and the shareholders in the offeror and that refer to the parent company, and it hereby confirms that all the information, data, documents and presentations that are included in the aforementioned offer and that refer to the parent company are correct, accurate and complete, and have not been omitted In relation to them, any material data and/or information that may influence the judgment of the tender committee of Ayalon Routes, and it is aware that if the bidder is selected as the winner of the tender, Ayalon Routes will communicate with him, among other things, based on the aforementioned data. Without detracting from the generality of the foregoing, the company The mother confirms and undertakes that Ayalon Routes will be entitled to claim from her the full costs and damages caused to her due to information provided by her that turns out to be incorrect and/or accurate.

3.8 The parent company hereby declares that the submission of the proposal by the offeror also includes the information and data about the parent company, that the submission of this commitment document by the parent company was duly approved by the authorized bodies of the parent company, that this does not contradict and/or violate the incorporation documents of the parent company and/or any law and/or any other obligation of the parent company and also that the parent company's participation in the offer is within the scope of the purposes and powers set forth in the basic documents of

the mother's friend.

9. This is my name, this is my signature, and the content of my affidavit above is true.

<b>date</b>	<b>Attorney's signature and stamp</b>	<b>date</b>	<b>Signature/s</b>
	<p>Harini declares and confirms with my signature, that the signatories on behalf of the parent company are authorized to sign on its behalf, and may bind it for the purposes of the tender.</p> <p>I confirm with my signature that the signatories on behalf of the parent company have been warned by stating the truth and that they will be subject to the penalties set forth in the law if they do not do so, and after I warned them as stated, they signed this appendix before me on the date specified.</p>		



Appendix 14

**Declaration and commitment of a person with experience in the toll project**

(According to Section 2.2.2.3 of the Tender Terms Booklet - Alternative B, Condition No. 2)

\_\_\_\_\_  
Name of the person with experience in the toll project

(hereinafter: "the person with experience")

\_\_\_\_\_  
H.P./H.C. number

\_\_\_\_\_  
(hereinafter: "The Bidder") This statement of commitment is submitted by us in connection with the Bidder's proposal for automated  
(online) tender No. 22/65 for the planning, procurement, construction, operation and maintenance of a congestion tax project (hereinafter: "the Tender").

**1. Declaration and commitment**

**בעל הניסיון מצהיר ומתחייב בזאת, כי :**

He meets the threshold conditions in section 2.2.2.3 of the tender conditions booklet, having at least three (3) consecutive years

1.1

of experience out of the seven (7) years preceding the deadline for submitting bids, in providing operation and maintenance  
services in at least one toll project, in Israel or abroad, as defined These terms are below.

: in the appropriate alternative Mark V

He meets the experience requirement himself, when in the toll project he carried out, he was

in the appropriate alternative (: Mark V

Has direct contact with the customer

A shareholder/partner in the rate of \_\_\_% in a body that has a direct relationship with the client

He served as the operating contractor, who signed an agreement with the body that has a direct contract with

the orderer

Shareholder/partner in \_\_\_% in the operating contractor who signed an agreement with the owning body

Direct communication with the orderer

He meets the experience requirement through a related company, when in the toll project

that she performed was:

Has direct contact with the customer



served as the operating contractor, signing an agreement with the body that has a direct contract

with the orderer

\_\_\_\_\_ Name of the related company: \_\_\_\_\_; H.P./H.C.: \_\_\_\_\_

The related company signed a declaration and commitment in **Appendix 15** to the tender conditions booklet.

In this declaration and undertaking:

2.1

**"Toll project"** - a project within the framework of which a fee is collected from road users, which corresponds to

The following cumulative requirements:

A. At least ten million vehicle crossings per year have been identified, which are subject to payment; B. The identification is by photographing the vehicles and deciphering the license plates; third. The project includes the payment calculation, collection processes and customer service.

**"The operating contractor in the congestion tax project"** - a subcontractor with whom the winning bidder will contract, and who will be responsible for all operation and maintenance services in the congestion tax project, as defined in Appendix B to the agreement the engagement.

**"Operation and maintenance services in the toll project"** - operation and maintenance at a minimum of photography and interpretation services, toll calculation and collection.

The information detailed in Appendix 9 to the tender conditions brochure, in relation to his experience, is accurate.

3.1

He reviewed the tender documents and the bidder's proposal, and the information stated in the proposal is complete and accurate in relation to the operation and maintenance services of the toll and collection system.

4.1

He has a signed memorandum of understanding with the bidder, according to which if the bidder is selected as the winner of the tender, he will hold at least fifty percent (50%) of the means of control of the operating contractor in the congestion tax project.

5.1

- The signed memorandum of understanding is attached as an appendix to this declaration and commitment.

After winning, he will comply with what is stated in the memorandum of understanding and sign an agreement, under which he will undertake to act as a shareholder at a rate of at least fifty percent (50%) in the operating contractor, and to which the principles detailed in the appendix on the principles of project contracts attached to the engagement agreement between the bidder and the client will apply, among other things .

6.1

To the extent that the bidder wins the tender, he will contribute his knowledge and experience to the purpose of the project, and in particular the knowledge and experience that were presented to the invitees as part of the bid.

7.1

The validity of his obligations will not change even in the event of a change in the tender documents in accordance with their instructions, and in particular in the agreement, at any stage, and that he gives his consent in advance to any change as mentioned.



He, as well as any entity that controls him or is controlled by him or is under joint control with him, participate in  
9.1  
the tender with this offer only.

He is not related, directly or indirectly, to any of the consultants of the ordering party listed in Appendix 19 to the  
10.1  
tender conditions booklet, unless otherwise approved by the ordering party.

## **2. Miscellaneous**

The tender guarantee and/or the performance guarantee (as the case may be) of the offeror and/or a letter of commitment for  
1.2  
indemnification from the shareholders of the offeror, can be confiscated by the ordering party due to a violation of a statement and commitment  
this.

Any matter related to this appendix will be subject to the laws of the State of Israel.  
2.2

Without derogating from the above, the competent courts in the Central District will have exclusive jurisdiction in  
3.2  
connection with any matter arising from or related to this appendix.

All terms in this appendix shall have the meaning given to them in the tender documents, unless otherwise specified  
4.2  
otherwise from the context or from their logic.

The HM address will be through the offeror, and the offeror will be authorized to receive messages for us  
5.2  
and documents in connection with the project.

date	<b>Attorney's signature and stamp</b>	date	<b>Signature and stamp of the experienced owner</b>
	<p>Harini declares and confirms with my signature, that the signatories on behalf of the owner of the experience are authorized to sign on his behalf, and may bind him for the purposes of the tender.</p> <p>I confirm with my signature that the signatories are on behalf of the person with the experience. They were warned by declaring the truth and that they would be subject to the penalties provided by law if they did not do so, and after I had warned them as stated, they signed this appendix before me on the specified date.</p>		<p><b>Through the authorized signatories:</b></p> <hr/> <hr/>

### **Offeror's consent:**

The offeror agrees to the above.

date	<b>Attorney's signature and stamp</b>	date	<b>Signature(s) and stamp of the bidder</b>
	<p>Herein I declare and confirm with my signature, that the signatories on behalf of the bidder are authorized to sign on his behalf, and may bind him for the purposes of the tender.</p> <p>I confirm with my signature that the signatories on behalf of the offeror were warned by stating the truth and that they will be subject to the penalties stipulated by law if they do not do so, and after I warned them as stated, they signed this appendix before me on the date specified.</p>		<p><b>Through the authorized signatories:</b></p> <hr/> <hr/>

**Appendix 15****Related company statement and undertaking**

(According to Section 3.3.2.3 of the Tender Conditions Booklet)

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The name of the related company

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H.P./H.C. number

\_\_\_\_\_ (hereinafter: "The Bidder") This declaration and commitment is submitted by us in connection with the Bidder's proposal for automated tender (online) No. 22/65 for the planning, procurement, construction, operation and maintenance of a congestion tax project (hereinafter:

"The Tender" (.

**1. Declaration and commitment****החברה הקשורה מצהירה ומתחייבת בזאת, כי :**

[fill in the name of the entity to which attribution of the \_\_\_\_\_]

She controls

1.1

experience is requested], either controlled by him, or she and he under the joint control of another entity, all directly or indirectly.

"Control" - as defined in the Securities Law, 1968.

**Attached is a family tree describing the holdings, directly and indirectly, between the party to which attribution of****experience is requested and the related company.**

She reviewed the tender documents and the bidder's proposal.

2.1

Mark V in the appropriate alternative:

3.1

It meets the threshold conditions in Alternative A (Section 1.2.3 of the Tender Conditions Booklet), by having at least three (3) (consecutive years out of seven) (7) years of experience in providing operation and maintenance services in at least one toll project, in Israel or abroad, as these terms are defined below.

She meets the threshold conditions in Condition No. 1 in Alternative B, Section [A] (Section 1.2.2.3[A] of the Tender Terms Booklet), having at least three (3) years of experience out of ten (10) years preceding the deadline for submitting bids , in providing operation and maintenance services in the PPP project

At least one in Israel, in the field of transportation infrastructure, in accordance with the definition of these terms below.

It meets the threshold conditions in condition No. 1 in Alternative B, Section [B] (Section 1.2.2.3[B] of the Tender Conditions Booklet), being the one that performed works for the deployment of communication infrastructure for at least two hundred thousand (000,200) households, through which it serves, as of the date The last to submit the proposals, at least 1 million (000,000,000) (subscribers), being the holder of a valid general license to provide RTN (mobile radio telephone) services using the cellular method, and in accordance with the definition of the deceased therein below.



It meets the threshold conditions in condition #2 in alternative B (Section 2.2.2.3 of the tender conditions booklet), having at least three (3) (consecutive years out of seven) (7) years of experience in providing operation and maintenance services for at least one project One toll, in Israel or abroad

As these terms are defined below. ,

The information detailed in Appendix 9 to the tender conditions brochure, in relation to her experience, is accurate.

4.1

In this declaration and undertaking:

5.1

**"Subscriber"** - anyone who owns a cellular line that receives communication services regularly, according to an agreement, from the owner of the Ratan license.

**"Toll project"** - a project within the framework of which a fee is collected from road users, which corresponds to

The following cumulative requirements:

A. At least ten million vehicle crossings per year have been identified, which are subject to payment; B. The identification is by photographing the vehicles and deciphering the license plates; third. The project includes the payment calculation, collection processes and customer service.

**"PPP project** - "a project for the supply of services or products within the framework of a concession agreement (PPP of all types, including BOT, PFI, BOO) between the concessionaire and the state or a body on its behalf, which included construction and then the provision of operation and maintenance services for at least ten (10) years, While the owner of the presented experience was responsible for the construction, financing, operation and maintenance of the service subject to the franchise agreement, with a total financial scope (construction, operation and maintenance) of at least 1 billion NIS (without VAT).

**"The operating contractor in the congestion tax project"** - a subcontractor with whom the winning bidder will contract, and who will be responsible for all operation and maintenance services in the congestion tax project, as defined in Appendix B to the agreement the engagement.

**"Operation and maintenance services in the toll project"** - operation and maintenance at a minimum of photography and interpretation services, toll calculation and collection.

**"Operation and maintenance services in the transportation infrastructure project"** - services provided for the purpose of ensuring the ongoing operation of the project as a whole, on all the infrastructures and systems included in it.

**"Transport infrastructure sector "** - road or light rail.

To the extent that the bidder wins the tender, she will contribute her knowledge and experience to the purpose of the project, and in particular the knowledge and experience that were presented to the invitee as part of the bid.

6.1

The validity of its obligations will not change even in the event of a change in the tender documents in accordance with their instructions, and in particular in the agreement, at any stage, and that it gives its consent in advance to any change

7.1

as mentioned.



It, as well as any body that controls it or is controlled by it or is under joint control with it, participate in the tender  
with this offer only.

8.1

It is not related, directly or indirectly, to any of the consultants of the ordering party listed in Appendix 19 to the  
tender conditions booklet, unless otherwise approved by the ordering party.

9.1

## 2. Miscellaneous

The tender guarantee and/or the performance guarantee (as the case may be) of the offeror and/or a letter of commitment for  
indemnification by the shareholders of the offeror, can be confiscated by the ordering party due to a violation of this statement and commitment.

1.2

Any matter related to this appendix will be subject to the laws of the State of Israel.

2.2

Without derogating from the above, the competent courts in the Central District will have exclusive jurisdiction in  
connection with any matter arising from or related to this appendix.

3.2

All terms in this appendix shall have the meaning given to them in the tender documents, unless otherwise stated  
From the context or from their logic.

4.2

The HM address will be through the bidder, and the bidder will be authorized to receive messages and documents for us  
in connection with the project.

5.2

2.6

<b>date</b>	<b>Attorney's signature and stamp</b>	<b>date</b>	<b>Signature and stamp of the related company</b>
<p>Harini declares and confirms with my signature that the signatories on behalf of the related company are authorized signatories on its behalf, and may bind it for the purposes of the tender.</p> <p>I confirm with my signature that the signatories on behalf of the related company have been warned by stating the truth and that they will be subject to the penalties set forth in the law if they do not do so, and after I warned them as stated, they signed this appendix before me on the specified date.</p>		<p><b>Through the authorized signatories:</b></p> <hr/> <hr/>	

### Offeror's consent:

The offeror agrees to the above.

<b>date</b>	<b>Attorney's signature and stamp</b>	<b>date</b>	<b>Signature(s) and stamp of the bidder</b>
<p>Herein I declare and confirm with my signature, that the signatories on behalf of the bidder are authorized to sign on his behalf, and may bind him for the purposes of the tender.</p> <p>I confirm with my signature that the signatories on behalf of the offeror were warned by stating the truth and that they will be subject to the penalties stipulated by law if they do not do so, and after I warned them as stated, they signed this appendix before me on the date specified.</p>		<p><b>Through the authorized signatories:</b></p> <hr/> <hr/>	

**Appendix 16****Affidavit regarding the absence of conflict of interest**

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

In

honor of Natibi Ayalon Ltd. 2

Nim St

Rishon Lezion

A.G.N.,

**deposition**

After I was warned that I should \_\_\_\_\_, The subject of T.Z. that tells \_\_\_\_\_, I, Mr./Ms., hereby declare in writing the following:

- \_\_\_\_\_ Corporation No. I am \_\_\_\_\_, in the company \_\_\_\_\_ 1. I am used as \_\_\_\_\_ the authorized representative on behalf of the bidder and I sign this affidavit in support of the bidder's proposal for automated tender (online) No. 22/65 for the planning, procurement, construction, operation and maintenance of a congestion tax project (hereinafter: **the "tender"**), published by Netibi Ayalon Inc. "M (hereinafter: "**Ayalon Routes**"';
2. During the period of providing services for Ayalon routes, the offeror or the staff members on his behalf do not have and will not have any conflict of interest of any kind, business or personal relationships or other relationships or any other matter that may put the offeror in a situation of conflict of interest or fear of the existence of a conflict affairs (hereinafter: "**conflict of interests**");
3. As soon as the bidder wins the tender, the bidder and the staff members on his behalf will act loyally towards Ayalon Routes and for the benefit its interests only;
4. The bidder and the staff members on his behalf undertake to avoid being in a situation of any conflict of interest with Ayalon Routes or the local authority, and undertake to notify Ayalon Routes, as soon as any concern arises regarding being in a situation of conflict of interest with Ayalon Routes or with the aforementioned local authority;
5. The bidder and the staff on his behalf hereby undertake that, in any case where a concern arises as stated in section 4 above, to cease performing any action on behalf of Ayalon Routes or to provide any service related to the project or Ayalon Routes, and this until receiving instructions from Ayalon Routes on the matter;
6. Without detracting from the generality of the above, below will be listed the entities or corporations directly or indirectly related to the bidder or staff members or to whom the bidder or staff members provide services or with whom the bidder or staff members have a personal or business relationship when submitting a bid for the tender, which may place the bidder or the staff members in a situation of conflict of interest:

<u>The nature of the relationship of the party and/or on its behalf</u>	<u>the cause</u>




7. This is my name, this is my signature and the content of my affidavit above is true.

---

**date**

**Attorney's signature and stamp**

I declare and confirm with my signature that the signatories on behalf of the offeror are authorized to sign on his behalf, and may bind him for the purposes of the auction

I confirm with my signature that the signatories on behalf of the offeror were warned by stating the truth and that they will be subject to the penalties stipulated by law if they do not do so, and after I warned them as stated, they signed this appendix before me on the date specified.

---

**date**

---

**Signature/s**



Appendix 17

**Automated tender (online) No. 22/65 for the planning, procurement, construction, operation and maintenance of a congestion tax project**

**Link to the specifications (Appendix A to the engagement agreement)**

Bidders are required to enter the link below and download the specifications of the project:

<https://drive.google.com/drive/u/0/folders/1HdjzJTWVZPsZv81qTXjcRm3I1J36u47B>

The signature of the bidders on this document constitutes confirmation that they have downloaded, viewed and approved all the specifications in the project, including changes (as far as they have been made) to these documents, as part of the clarifications published by the ordering party in this tender.

This document is an integral part of the tender documents, and bidders are requested to attach a signed copy of it to their bid.

\*\*\*

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

Bidder's signature: \_\_\_\_\_

Bidder's name: \_\_\_\_\_



**Appendix 18**

**Terms of participation in the tender within the framework of the "Del Makherz" system**

1. I confirm that I have carefully read all the tender documents above and that I am aware of all the tender documents, including this appendix, without exception, are an integral part of the tender documents for all that is implied.

2. This auction is managed through an online website called "**Dekal Macharaz**" and whose address is

.)"the website address " and below. ) <https://bids.dekel.co.il/avalon>

3. Below are the stages of the tender, as they are managed through this website, as follows:

1.3. Registering on the "Dekal Makherz" website and issuing a personal username and password to the participant. It will be emphasized that you have entered  
Bidding will be done using the personal username and password only.

2.3. Studying the tender documents, viewing the threshold conditions.

3.3. Registering for the tender through the website and receiving a reference (in the circular) confirming that the participant has registered for the tender.

4.3. Consolidation management: all the tender documents, including the appendices and references, must be downloaded in the tab dedicated to that. Bidders must print and fill out all tender documents according to the instructions detailed in the tender conditions booklet. After filling out and signing the documents and attaching all the required documents, the documents must be scanned in a quality that allows easy reading and submitted in the designated tabs according to the classification: mandatory documents, answers to clarification questions (will be published according to the date set for the answer), additional messages and documents

permission.

**It will be clarified and emphasized that the computerized system does not check the content of the submitted document or its conformity to the tender requirements, and the bidder alone is responsible for doing so.**

5.3. The price offer will be submitted in the dedicated tab at the website address only, and after the bidder confirms by clicking  
On the button to confirm sending the quote.

The system will sign, encrypt and send the bidder's proposal in an encrypted manner that cannot be viewed by any party

The date for the opening of the box by the tender committee and/or the opening authorities on its behalf has not yet arrived.

6.3. Sending a single offer. It will be clarified and emphasized to the participants that it will not be possible for him to submit multiple proposals  
Participant and that after submitting the offeror's proposal through the automated system, the system will be locked against the submission of  
additional documents by the offeror.

4. For any questions, you can contact Ms. Katia Goldovitch from Dekal by phone at 8145400-04 extension 1 or by email:

service@dekel.co.il

5. I hereby declare that I have understood all the documents in their details and that the place of performance of the contract, the conditions of access as well as all other factors that affect or may affect it, including in relation to the scope of expenses, are known and recognized by me and that accordingly I based my offer.



Participant's name: \_\_\_\_\_

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

Address:

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

\_\_\_\_\_

signature and stamp:

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

Appendix 19A list of consultants for the invitee

Name of the office	The names of the consultants
COR	Yoav Porer
COR	Mor scepter
COR	Aryeh Alkovi
COR	Michael Kaplon
COR	Yair Tal
MNS Consulting MNS	Harel Barak
Consulting MNS Consulting	Rom Dana
MNS Consulting MNS	Shreeke Efrat
Consulting MNS Consulting	Schlesinger sparrow
MNS Consulting MNS	Eliyahu ben Liron
Consulting MNS Consulting	Bad Salman
MNS Consulting Aya Shevi	Opel June
Ltd.	Fresh expensive
	Alfer Mati
	David Ben Dar
	Shirley Cohen
Ansis	miracles miracles
Ansis	Ina Nissim
Ansis	Michaelis Dani
Ansis	Erez Reinschmidt
Dor Technologies	Ilan Bigan
Dor Technologies	Eyal Reuveni
Dor Technologies	Yaron Schmidt
Dor Technologies	Nir Lifshitz
Dor Technologies	Bnei
Tendo	Nekar Gidi
Tendo	Alon Eyal Niksel
is dead	Yehoshua
gift	Cohen Assaf
Somak Chaikin	Hazot Ariel
Somak Chaikin	Green Zvi ben Avraham



Stream Nash	Ilan Dembinski
Stream Nash	Pelag
Stream Nash	Zeevi Roni
Stream Nash	Bloch Zvika
Stream Nash	Friedman Ran Weiss
Omri Architecture and Engineering Ltd	Or Amri
S.Friedman, Abramson & Associates	Tseli
Attorney Project	Shalio Uriel
Management Gateway	Felis Eliezer
S.Friedman, Abramson & Associates	Habib Asnat
Attorneys S.Friedman, Abramson &	Eliram Chen
Associates Attorneys S.Friedman,	Mar-Kil Dror
Abramson & Associates Attorneys Freiberg Engineers Ltd	Gidron
Freiberg Engineers Ltd	Baruch Wiener Ayalon Freiberg
Uri Orland	Danny Manny
ESQ Uri	Igor Finebord
Orland	Dana Barak
HDR	Micah Itach
HDR	Shay Solberg



Appendix 20

Provider opening form

name of supplier

full address

Phone number + fax + mobile

Licensed dealer number / H.P.

Bank account details / branch / account number

mail

contact

In addition, the following documents must be attached:

1. Confirmation of withholding tax;
2. Approval of book management;
3. A photocopy of a canceled check / confirmation of management by a bank.

date

Signature and stamp of the supplier

**Appendix 21****Guidelines for submitting the financial model****1. General**

1.1. The financial model will include all the assumptions, forecasts and hypotheses underlying the calculations, the data and the information that make up the financial model, including regarding macro and micro economic aspects.

2.1. The financial model will be a "living model" without circular references, including a central assumption sheet, including everything required to enable sensitivity analyzes for the key parameters as well as the ability to solve the model and reach optimization. The model will not include links to external sheets.

3.1. The bidder must submit the financial model in Excel format, in an advanced version at least from 2017. Size

The file cannot exceed 100 megabytes.

4.1. The bidder must attach to the financial model a letter of reliance from a certified accountant on the topic of tax policy included in the model and applied to the bidder.

**2. Discount book**

1.2. The bidder will attach to the model, as an integral part of it, an orderly book of assumptions and explanations, which presents explanations and explanations of the financial model, will include the bases for the assumptions and their reasonableness as detailed below, and all to allow checking the correctness of the bidder's calculations, the amounts he presented, the logic underlying them and sensitivity analyzes for the

main data presented, as detailed below. 2.2. The discount

book will include, at a minimum, the following components:

1.2.2. A summary of contents that includes all model sheets; 2.2.2. A detailed explanation of the methodology on which the assumptions of the model are based; 3.2.2. Explanation of establishing the main assumptions of the model;

4.2.2. A detailed analysis that includes the tools (manpower, technology, service agreements, equipment, etc.) that he intends to implement in order to meet the requirements of the agreement and to prevent, minimize or reduce operational failures and unavailability events throughout the period of the agreement;

5.2.2. An explanation of the taxation policy and the accounting policy that was implemented;

6.2.2. A user manual detailing step by step:

1.6.2.2. Details of the macro commands including the way of calculation and how to operate them. 2.6.2.2. How to run sensitivity and scenarios.

3.6.2.2. Solving and optimizing the model.



### 3. Parameters for reference in the financial model

1.3. Without detracting from the generality of the above, the bidder is required to refer within the framework of the financial model, at the very least, for the following parameters and aspects:

1.1.3. Assumptions regarding timetables - details of timetables for at least the following elements: 1.1.3. for all phases

of planning and construction starting from the phase of signing the agreement;

.The activation to phase. 3.1.1.2

2.1.3. Macroeconomic assumptions - detail of macroeconomic assumptions for the period of the agreement:

1.2.1.3 Exchange rates, inflation rates and forecasted input indices;

2.2.1.3 Income tax rates and VAT.

3.1.3. Establishment costs - broken down into all the relevant cost components, including procurement costs, installation costs, development costs, traffic arrangements, required personnel, overheads, and any additional cost required. A division must be made between fixed cost components and cost components Variables. This is at least according to the details in **Appendix 22** to the tender conditions booklet. Connectivity is required between these costs and Appendix 22 to the tender conditions booklet. The construction costs must refer to all the elements listed in the appendix

22 the aforementioned.

4.1.3 Current costs - the bidder is required to present detailed assumptions regarding the operating and maintenance costs and other periodic costs, including maintenance costs of the billing sites, electricity and communication costs, installation costs including required traffic arrangements, personnel costs, costs of upgrades, innovations and handling of systems and any additional costs is required. A division must be made between fixed cost components and variable cost components. The breakdown of the aforementioned costs is required to be at least as detailed in **Appendix 22** to the tender conditions booklet. Connectivity is required between these costs and Appendix 22 to the tender conditions brochure. The current costs must refer to all the elements listed in the appendix

22 the aforementioned.

#### 5.1.3. Assumption of capital

expenses; ;Revenue forecast. 3.1.6

7.1.3 Depreciation and taxation policy;

8.1.3 Detailed financing assumptions.

### 4. The products of the model

1.4. The results of the model will refer to periods of at least one month each during the planning and construction period, and three (3) months each during the operating period, and will include, at a minimum: 1.1.4. Summary of the main financial information, which includes at least rates of return of The project (PIRR)

Return on owner's equity, financing structure, and summary of sources and uses. All the results will be presented both in real and nominal calculation.

2.1.4 Financial reports including: cash flow, balance sheet, profit and loss, capital expenditure schedule, income report, operating cost report, taxation statement and financing schedule.



2.4. The financial statements will be presented in nominal terms of new shekels, in accordance with the accepted accounting rules in Israel.

## 5. Sensitivity analyses

1.5. The financial model will make it possible to carry out sensitivity analyzes for the main parameters as will be detailed below while providing

An optimal solution for every scenario.

2.5. In addition, the offeror will attach to his offer a detail of how the sensitivity analyzes were performed, including the parameters that were changed

to produce the desired results, their location in the model and the actions taken to run the model and produce

The results, as mentioned above.

Detail required	the subject
þ Changes (increase and decrease) of 10% in the construction costs  the difference	costs
þ Changes (increase and decrease) of 10% in operating costs  and the maintenance.	
Delays of a quarter or six months in each of the milestones  central to the agreement.	Delays in the milestones  the difference
þ Sensitivity to change by 10-30% in the scope of incentives  that were assumed in the model.	incentives and compensation  Agreed
þ Sensitivity to a change of 10-30% in the scope of compensation  the conventions laid down in the model.	



Appendix 22

Basic assumptions

(the appendix will be published as part of the clarifications)