

**PUBLIC TENDER NUMBER 9/10 FOR OBTAINING PROFESSIONAL  
CONSULTATION SERVICES FOR IMPLEMENTATION OF THE  
POWERS OF THE MINISTRY OF ENVIRONMENTAL PROTECTION  
IN RESPECT OF TRAFFIC-RELATED SUBJECTS**

**1. DESCRIPTION OF THE REQUIRED WORK**

The Ministry of Environmental Protection (hereinafter: "*The Ministry*") hereby invites bids for professional consultation services in the sphere of implementation of the Ministry's powers on the questions of reduction of air pollution from traffic and which are to be provided by Israeli Companies/Consultation Bodies that are already contractually committed with an experienced International Consulting Company in relation to the matters covered by the Tender.

The services that are the subject of the Tender will be divided into 3 (three) main service divisions as detailed below:

- Services Division A - Consultation Services in the sphere of technological requirements and standards for the importation of vehicles and vehicle examinations;
- Services Division B - Consultation Services in the sphere of fuels and fuel additives requirements;
- Services Division C - Consultation Services in the sphere of local traffic planning and air pollution;

The Bidders may submit their bids with regard to each of the aforementioned Service Divisions or some of them or all of them together, all in accordance with what is detailed in the Tender Documents.

**2. GENERAL BACKGROUND**

The Clean Air Law 5768-2008 (hereinafter: "*The Clean Air Law*") or "*The Law*") and the 2008 Amendment to the Traffic Ordinance vested many powers in the Ministry of Environmental Protection that are aimed at reducing air pollution caused by traffic. According to existing estimations, most of the anthropogenic deviations from the air quality standards in the major urban centers are caused as a result of traffic-related activity, and the Ministry of Environmental Protection attaches immense importance to the expansion of activity for the reduction of this nuisance.

The Ministry's powers in all matters pertaining to the reduction of air pollution caused as a result of traffic relate to many subjects including: the uniform regulation (hereinafter: "**standardization**") of vehicles, fuels and fuel additives, promotion of urban programs for the reduction of air pollution, enforcement action, and dealing

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with the subject of air quality *vis a vis* traffic fleets, incentives for the encouragement of clean technologies in vehicles, and so forth.

In order to exercise its powers in the most beneficial manner, the Ministry of Environmental Protection is interested in contracting with a Consultation Company that is a specialist in the traffic sphere and which itself is under contract with an International Company with experience in standardization and preparation of plans for the reduction of air pollution from traffic.

The successful bidder in the Tender will provide professional consultation services to the Ministry in order to determine and set the appropriate environmental policy governing the subjects involved in the optimal implementation of the Ministry's powers in the context of the Clean Air Law and the Traffic Ordinance.

**3. THE REQUIRED SERVICES:**

The successful bidder will provide the Ministry with professional consultation services in all matters concerning the implementation of the Ministry's powers on matters relating to the reduction of air pollution from traffic.

The professional consultation services shall include *inter alia* the following detailed subjects and which will be divided into 3 different consultation divisions, as detailed below.

**It is hereby clarified that the bidders may submit their bids in respect of each of the aforementioned Service Divisions or some of them or all of them together.**

**STAGE 1 - DEPLOYMENT OF THE WORKING TEAMS FOR PROVISION OF THE SERVICES FOR GENERAL AND HOLISTIC OPTIMAL PLANNING AND COORDINATION OF THE TRANSPORT SECTOR IN ISRAEL**

Immediately after the Contract is entered into with the various bidders in each of the various consultation divisions, all the Consultation Teams that are selected as part of this Tender will be required to participate in coordination meetings and professional discussions, under the management of representatives of the Ministry and this for the purpose of general characterization of the traffic and transport sector in Israel as it currently stands and formulation of the holistic overview regarding the manner of optimal development of the transport sector in Israel in the future from an environmental standpoint with reference to aspects of integration of various modes of transport and standard related requirements for each of them (hereinafter: "*The Characterization Process and Formulation of a General Overview*")

The characterization process and formulation of an overview will include a review and detailed description of the present situation and the situation that is forecast for the years 2020-2030, as detailed below:

- A review of the existing situation shall contain a description of the present characteristics of the traffic sector as it is today in terms of the categories of vehicles, the amounts of traffic movement and the amount of pollutant emissions;
- A forecast of emission pollution from the traffic sector in Israel in each of the years detailed above shall include a reference to the various vehicle categories,

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the anticipated amount of traffic movement of the various vehicle categories, fuel quality forecasts and travel characteristics as well as a forecast as to the extent of pollutant emissions from the traffic sector.

It is hereby clarified that part of the objective of the process is to create coordination between the various working teams as a prelude to the individual work assignments of each of the Service Divisions. As part of the process the bidders will be required to formulate various alternatives for development of the traffic sector of Israel and to propose an overall policy for planning of the Israeli transport system.

The process of characterization and formulation of the overview will be overseen and approved by a representative of the Ministry and will conclude within a period of 45 days from the date of the contract being entered into.

The process of characterization and formulation of the overview will be undertaken by means of working meetings and joint professional discussions that are to take place at least once weekly with the participation of all the working teams. The successful bidders undertake that the professional working meetings will be held at a venue at which it is possible to hold Video Conferences with the expert advisors in the International Consultation Bodies retained on their behalf. The venue of the working meetings will be approved by the Ministry in conjunction with the successful bidders.

Preparation of the final document of the process of characterization and formulation of the overview will be carried out following the holding of the aforementioned discussions by the successful bidder **in Services Division A**, as shall be defined subsequently. To the extent that it is necessary, the Ministry may change this determination at its discretion.

**STAGE 2 - PROFESSIONAL CONSULTATION ACCORDING TO THE VARIOUS SERVICE DIVISIONS**

Following completion of the process of characterization and formulation of the overview, each successful bidder shall work on the Services Division relevant to him and shall be responsible for providing the following services:

**SERVICES DIVISION A - CONSULTING SERVICES IN THE SPHERE OF TECHNOLOGICAL REQUIREMENTS FOR THE IMPORTATION OF VEHICLES AND VEHICLE EXAMINATIONS**

**3.1 Air Pollution Standardization for a New Vehicle:**

The Clean Air Law has vested in the Ministry of Environmental Protection the power of determining the emission standards from a new vehicle. In this context the successful bidder will be required to submit a well ordered document on the subject of the recommended policy in all matters pertaining to the standards required in a new vehicle which shall include the following sections:

A review with regard to standardization of a new vehicle worldwide and including:

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- \* The European Union - in general terms as well as in particular terms in leading states in the Union, including, Germany, Britain and France.
- \* USA - in general terms at the Federal level as well as locally in leading States in USA, including, New York, California, Arizona.
- \* Japan.
- \* Canada.
- \* Australia.

In respect of each of the above mentioned countries the successful bidder will be required to set out in detail what are the current emission requirements and in the foreseeable future in relation to the various categories of vehicles, and shall also state what examinations the manufacturer/importer is required to carry out with regard to each of the vehicle categories, and also as to how each of the countries exercises control over compliance of vehicles with the determined requirements.

A literary review and recommendations for promoting various means of propulsion the use of which reduces the emission of pollution such as: hybrid propulsion, propulsion by means of natural gas, electric vehicle etc.

A review of the method of setting the existing standardization in Israel - how it is carried out and what are the requirements the vehicle importers have to meet in relation to each of the categories of vehicles and what is the system of control currently in operation as to the compliance of vehicles with the requirements that have been set;

A review of the possible standards for implementation and the economic implications of the introduction of each of such standards;

Recommendations as to the standardization required and including making recommendations for defining mandatory requirements for the importation of new vehicles and the examination of the possible ways as to how it is possible to prevent the importation of a polluting vehicle in particular or an incentive to import a clean vehicle, and also to provide recommendations in relation to the energy and environment - related ranking of various categories of vehicles;

Making a recommendation for the system and manner of exercising control over the requirements, including manpower and equipment required for such purpose.

Listed details of the economic implications of implementation of the recommendations and including an estimation of the cost of the direct and indirect costs and benefits to the national economy and to the party or entity to who the recommended action is directed.

### Timetable for Preparation and Submission of the Document

A draft of the document is to be submitted for the Ministry's comments and observations no later than 2 months from the end of the process of characterization and formulation of the overview.

The final version of the document is to be submitted for the approval of the Ministry no later than 2 weeks after receipt of the Ministry's comments and observations.

### **3.2 Air Pollution Examinations of Vehicles at the Licensing Facilities and/or Air Pollution Examinations of Vehicles at the Roadside:**

**Air pollution examinations of vehicles at Licensing Facilities** - the successful bidder will be required to provide the Ministry with professional recommendations for the determination of standardization for the examination of air pollution emissions from all categories of engine propelled vehicles (diesel, petrol, motor-cycles work construction vehicles etc.), frequency of the examination and the manner in which it is carried out, as well as to assist the Ministry in the writing of procedures/technical specifications for carrying out the examination. The successful bidder will also be required to provide the Ministry with recommendations for control and enforcement mechanisms *vis a vis* the various Licensing Facilities, as well as defining the type of instruction to be given, the know-how requirements and the manner of implementing the necessary authority vested in the Examiners at the Licensing Facilities for the purpose of enforcement of the licensing examinations of vehicles that are less dependent on the subjective action of the Examiners themselves.

Correspondingly, the successful bidder will be required to define and determine the categories of information and data that the Licensing Facilities will be required to forward regularly to the Ministry or to any other body for the purpose of building a professional database and improvement of the enforcement procedures in the future.

**Roadside air pollution examinations of vehicles** - the successful bidder will be required to provide the Ministry with professional consulting services in all matters pertaining to the roadside examination methods and of determining the maximum emission values for vehicles, to propose to the Ministry means of greater efficiency of enforcement in a manner that will reduce the number of road worthy vehicles that pass the test (identification of polluters at the initial examination stages), to define the amount of vehicles that should be examined in order to create a deterrent, which sectors should enforcement be concentrated on and how should this be done, what is the optimal method of activation of mobile enforcement in order to create maximum efficiency. Additionally, the successful bidder will be required to assist the Ministry in writing procedures/technical specifications for carrying out the examinations.

In this context, the successful bidder will be required to submit a recommendation document as to policy in all matters pertaining to examinations of vehicles (periodically in Licensing Facilities and roadside examinations) which shall include the following sections:

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- A review concerning the standard roadworthiness requirements for the examination of vehicles as practiced in the Western World (according to the listed details of the countries indicated above), what are the examination values and what is the method of examination in use in these countries for each category/model of vehicle;
- A review of the methods of enforcement of the roadworthiness requirements in these countries and including a detailed breakdown with regard to who it is that carries out the periodical examination or the roadside examinations, at what frequency, the type of authority that is required for the testing facilities and the Examiners, when enforcement is carried out on the highway - what are the powers of the Examiners and what is the penalty, whether enforcement should be carried out by means of the general public/believers in cleanliness, whether there should be enforcement by means of remote sensors, etc.;
- Making recommendations as to standardization that should be prescribed in Israel, both in the Licensing Facilities and in roadside examinations. The recommendations shall include the mandatory requirements (examination values and examination methods), the manner of their implementation (amount of examinations required annually, how such examinations are spread over the area) and also an estimate of cost of the examinations.
- Grading and marking of existing vehicles: A recommendation as to the manner of grading of vehicles according to the level of pollution emitted from them and manner of marking the vehicles accordingly. The bidder is to propose a system for grading and marking the vehicles which will make it possible to impose movement or taxation restrictions on the existing vehicles in Israel according to the levels of pollution being emitted from them. The bidder shall conduct an examination of the division of vehicles according to the method that he has proposed.
- Listed details of the economic implications of implementing the recommendations, and including an estimate of direct and indirect costs and benefits to the national economy and to parties and entities to which the recommended action is directed.

Timetables for Preparation and Submission of the Document:

A draft of the document is to be submitted for the comments and observations of the Ministry no later than 4 months from the end of the process of characterization and formulation of the overview.

A final version of the document shall be submitted for approval of the Ministry no later than 2 weeks after receipt of the Ministry's comments and observations.

**3.3 Determination of Emission Requirements for Trains, Shipping Vessels and Aircraft:**

The successful bidder will be required to describe the nature of the emission of these sectors, to make a presentation of the methods used worldwide in order to reduce the emission from these sectors and to make recommendations for their implementation in Israel.

In this context the successful bidder will be required to submit a review document as to the emission requirements and standards for trains, aircraft and shipping vessels, which shall include the following sections:

- A review of the emission requirements and standards that are necessary from trains, aircraft and shipping vessels in the Western World (according to the listed details of the countries as above), what are the requirements of these new means of transport and what are the requirements of the existing means of transport, and also stating what method of enforcement and control should be applied.
- Making recommendations for standardization in Israel and carrying out enforcement in relation to these means of transport.
- Listed details of the emission requirements that must be set for seaports and airports, including working arrangements, fuel characteristics, and standardization in respect of aircraft and shipping vessels.
- Listed details of the economic implications of implementation of the recommendations, and including an estimation of direct and indirect costs and benefits to the national economy and to the party or entity to who the recommended action is directed.

**Timetables for Preparation and Submission of the Document:**

A draft of the document is to be submitted for the comments and observations of the Ministry no later than 6 months from the end of the process of characterization and formulation of the overview.

A final version of the document shall be submitted for approval of the Ministry no later than 2 weeks after receipt of the Ministry's comments and observations.

**SERVICES DIVISION B - CONSULTING SERVICES IN RESPECT OF REQUIREMENTS AS TO FUELS, FUEL ADDITIVES AND ALTERNATIVE FUELS**

**3.4 Standardization of Fuels and Fuel Additives:**

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The successful bidder will be required to make professional recommendations to the Ministry on the subject of standardization of fuel products for traffic including fuel additives, and to propose mandatory requirements of fuel additives and recommendations concerning such additives, and requirements in respect of fuel additives that are sold separately.

In this context the successful bidder will be required to submit a recommendation document as to requirements of standardization of fuels and fuel additives, which shall include the following sections:

- A review with regard to the standardization requirements for various categories of fuel for traffic that are currently acceptable in the Western World (according to the countries detailed above);
- A literary review with regard to the standardization procedures in relation to various categories of fuel, for various purposes (transport, industry etc.) and in relation to fuel additives including bio-fuels.
- The review shall include the following fuel categories: petrol, transport diesel, LPG (liquefied petroleum gas), bio-gas, natural gas, jet fuel, maritime fuel, bio-ethanol, bio-diesel.
- A comparison of pollutant emissions as between alternative fuels and conventional fuels.
- Adjustment of the aforementioned standardization requirements for fuels to recommendations concerning the standardization of fuels being used in new vehicles and vehicle fleets in Israel and as to whether changes are necessary in the existing standardization.
- A review regarding the manner of use of fuels from renewable sources: what is usually accepted in Western Countries (according to the countries detailed above), and also making recommendations with regard to the assimilation of fuels from renewable sources in Israeli policy. The recommendation shall include details as to: what types of fuel are in use, how they are used, how it is possible to check that the fuel source is not causing damage to the environment that is greater than the benefit being derived from such use. The recommendation shall include an examination of cost-benefit and shall also make reference to the economic aspect and in particular, the manner of financing the use of the various types of fuel;
- A review of an examination of methods of licensing of fuel additives and the manner of carrying out licensing and enforcement *vis a vis* importers, manufacturers and marketers worldwide. The review shall include details as to: what are the requirements of the additive itself (content or lack of content

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of the additive's components), what methods of testing are used and how the compatibility of the local fuels and fuel additives is examined;

- A recommendation for determining an Israeli method of licensing and control of fuel additives;
- Listed details of the economic implications of implementation of the recommendations, and including an estimation of direct and indirect costs and benefits to the national economy and to the party or entity to who the recommended action is directed.

Timetables for Preparation and Submission of the Document:

A draft of the document is to be submitted for the comments and observations of the Ministry no later than 4 months from the end of the process of characterization and formulation of the overview.

A final version of the document shall be submitted for approval of the Ministry no later than two weeks after receipt of the Ministry's comments and observations.

**SERVICES DIVISION C - CONSULTATION SERVICES IN THE SPHERE OF LOCAL TRAFFIC PLANNING AND AIR POLLUTION;**

**3.5 Implementation of the Traffic Ordinance and the Clean Air Law in the Local Authorities;**

The Ministry has the power to order the Local Authorities within whose areas many deviations from the air quality standards have been measured, and the source of which is traffic-related, to prepare and implement programs for reducing pollution from traffic.

In this context the successful bidder will be required to submit a review document as to the ways and means of reducing air pollution on the local level, and which shall include the following sections:

- A review of the methods of reducing air pollution at local level in various cities worldwide - the successful bidder must outline at least 5 (five) types of different projects that have been carried out for reducing the pollution from a vehicle and how (if at all) marking of the vehicle was carried out, what methods of enforcement are usually accepted, what was the anticipated degree of reduction, and the actual degree of reduction that was achieved, what were the difficulties encountered in the course of planning and implementation and how were they overcome, etc.

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- A recommendation concerning the possible methods of reducing the air pollution from a vehicle in the Local Authorities in Israel, indicating the advantages and disadvantages of each of them, examination of a cost comparison between the alternatives, and making a recommendation as to a method of grading and marking motor vehicles in accordance with the method that is prescribed;
- Listed details of the economic implications of implementation of the recommendations, and including an estimation of direct and indirect costs and benefits to the national economy and to the party or entity to who the recommended action is directed.

Timetables for Preparation and Submission of the Document:

A draft of the document is to be submitted for the comments and observations of the Ministry no later than two (2) months from the end of the process of characterization and formulation of the overview.

A final version of the document shall be submitted for approval of the Ministry no later than two weeks after receipt of the Ministry's comments and observations.

In addition thereto the successful bidder will be required to provide additional professional consulting services as detailed below:

- Making recommendations for an examination of the plans for reducing traffic pollution that are submitted by the Local Authorities, in terms of their implementation and estimating the degree of reduction in pollution and the degree of the effect on the exposure of the residents to pollution, and also recommendations to define the order of priorities in implementing such plans;
- Making recommendations as to alternative plans/supplementary plans that are submitted by the Local Authorities;
- An examination of powers and obligations of the Ministry of Transport in determining essential highways and the effect of such powers and obligations on the degree of effectiveness of the Local Authorities' plans.

An examination of the plans and writing the comments and observations/preparation of alternative plans is to be carried out within 30 days of the date of their submission to the Ministry.

### **3.6 Specification of regulations for traffic fleets**

The successful bidder will be required to specify the possible environmental requirements of every type of traffic fleet as appearing in the law and to suggest the possible manner of their incorporation into orders/regulations etc. (Lorries and work vehicles).

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In this context the successful bidder will be required to submit a well formulated document in relation to the definition of provisions for traffic fleets, which shall include the following sections:

- What are the customary methods of obligating companies/parties that are operating fleets of vehicles (with the emphasis on heavy vehicles), in respect of a reduction in emissions;
- What are the means of achieving a reduction and how can more efficient use be made of heavy vehicles in a way that will reduce the emissions into the air;
- What recommendations are there for determining and prescribing regulations for vehicle fleets as are defined in the Clean Air Law for the reduction of emission pollution;
- Additionally, in the context of this section, the bidder will be required to submit a review of the situation in respect of each of the countries specified above (Europe, Australia, Canada and Japan) in terms of the application of new technologies in public transport (buses and taxis) and including the use of electric/hybrid vehicles in public transport. The bidder will be required to formulate recommendations regarding the implementation of similar provisions in Israel.
- Listed details of the economic implications of implementation of the recommendations, and including an estimation of direct and indirect costs and benefits to the national economy and to the party or entity to who the recommended action is directed.

Timetables for Preparation and Submission of the Document:

A draft of the document is to be submitted for the comments and observations of the Ministry no later than two (2) months from the end of the process of characterization and formulation of the overview.

A final version of the document shall be submitted for approval of the Ministry no later than two weeks after receipt of the Ministry's comments and observations.

**For the removal of doubt, in respect of each of the documents an accompanying document shall be submitted which reviews implementation of the recommendations, and including an estimation of direct and indirect costs and benefits to the national economy and to the party or entity to who the recommended action is directed.**

**Moreover, it shall be the responsibility of the bidder's working teams to adapt their recommendations to the guidelines that have been formulated and set in Stage 1 - The Characterization Process and Formulation of an Overview**

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**GENERAL - SUPPLEMENTARY CONSULTING SERVICES FOR ALL THE SERVICES DIVISIONS**

3.7 In addition to the foregoing, the Ministry reserves the right to obtain supplementary professional consulting services of up to 250 working hours for a period of one year for all Services Divisions in all matters pertaining to supplemental professional consulting for implementation of the recommendation in each of the Services Divisions (hereinafter: "*the Supplementary Services*"). The consulting hours will be divided between members of the successful bidder's team, at the Ministry's discretion.

The Supplementary Services will include the following matters:

- Addition of other matters in the spheres relevant to the documents in each of the Services Divisions;
- Provision of supplementary consulting for implementation of the recommendations formulated in the documents;
- Meetings with outside parties for presentation and implementation of the recommendations;
- Preparation of procedures and technical specifications to the necessary extent.

It is hereby clarified that the various Services Divisions and the Supplementary Services as detailed below will be provided by the successful bidder simultaneously, and the successful bidder must make advance preparations for this by the allocation of resources and professional personnel that will enable the successful bidder to perform the services within the timetables that have been specified below.

For the convenience of the bidders the timetables detailed above for each of the categories of services is set out below:

<b><u>The Services Divisions</u></b>	<b><u>The Required Services</u></b>	<b><u>Timetables</u></b>
<b>The Characterization Process and Formulation of an Overview</b>	Formulation of various alternatives for development of the traffic sector in Israel and proposal for an overall policy for planning of the transport system in Israel	A draft containing the alternatives and the proposal for an overall policy is to be submitted no later than 45 days from the date of signing the Contract.
<b><u>Services Division A - Consultation Services in the sphere of technological requirements and standards for the importation of vehicles and vehicle examinations</u></b>	<b>3.1 Air Pollution Standardization for a New Vehicle</b>  <b>3.2 Air Pollution</b>	A draft of the document is to be submitted no later than 2 months from the conclusion of the process of characterization and formulation of the overview. Final version of the document is to be submitted for approval of the Ministry no later than 2 weeks after receipt of the Ministry's comments and observations. A draft of the document is to be

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	<b>Examinations of Vehicles at the Licensing Facilities and/or Air Pollution Examinations of Vehicles at the Roadside</b>	submitted no later than 4 months from the conclusion of the process of characterization and formulation of the overview. Final version of the document is to be submitted for approval of the Ministry no later than 2 weeks after receipt of the Ministry's comments and observations.
	<b>3.3 Determination of Emission Requirements for Trains, Shipping Vessels and Aircraft</b>	A draft of the document is to be submitted no later than 6 months from the conclusion of the process of characterization and formulation of the overview. Final version of the document is to be submitted for approval of the Ministry no later than 2 weeks after receipt of the Ministry's comments and observations.

<b>Services Division B - Consultation Services in the sphere of fuels and fuel additives requirements</b>	<b>3.4 Standardization of Fuels and Fuel Additives</b>	A draft of the document is to be submitted no later than 4 months from the conclusion of the process of characterization and formulation of the overview. Final version of the document is to be submitted for approval of the Ministry no later than 2 weeks after receipt of the Ministry's comments and observations.
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<b>Services Division C - Consultation Services in the sphere of local traffic planning and air pollution</b>	<b>3.5 Implementation of The Traffic Ordinance and the Clean Air Law in the Local Authorities</b>	A draft of the document is to be submitted no later than 2 months from the conclusion of the process of characterization and formulation of the overview. Final version of the document is to be submitted for approval of the Ministry no later than 2 weeks after receipt of the Ministry's comments and observations.  An examination of the plans that are submitted by the local authorities and writing the comments and observations/preparation of alternative plans is to be completed within 30 days of the date of their submission to the Ministry.
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	<b>3.6 Specification of regulations for traffic fleets</b>	A draft of the document is to be submitted no later than 2 months from the conclusion of the process of characterization and formulation of the overview.
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		Final version of the document is to be submitted for approval of the Ministry no later than 2 weeks after receipt of the Ministry's comments and observations.
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**It is hereby clarified that bidders may submit their bids in respect of each of the aforementioned Services Divisions or some of them or all of them together.**

**4. MANNER IN WHICH THE SERVICES ARE TO BE PERFORMED:**

4.1 The consulting services are to be performed by one or more successful bidder who is to be selected by the Ministry in this Tender.

4.2 The successful bidder will provide the services that are the subject of this Tender by means of a professional team which shall include a team manager and at least two additional Israeli team members, as well as a team of professional advisors on behalf of an international consulting body with professional experience in all matters pertaining to the reduction of air pollution from traffic or the regulation of air pollution from vehicles, all as detailed below in Section 7.

4.3 It is hereby clarified that as part of the services the bidder must undertake to and ensure that at least one senior professional advisor on behalf of the international consulting body that is an expert in the relevant spheres will personally oversee the services that are the subject of the Tender and that he will be obliged to make up to 3 (in all) professional visits in Israel which shall be for continuous periods of time of up to at least 2 working days per visit in order to hold meetings/conferences/professional consultations, and this in relation to each of the Services Divisions **and without any additional payment** beyond that which is required under the price quotation.

In the event of the advisor on behalf of the International Consulting Body being required to make professional visits **over and above** what is stated above then in such cases the Ministry shall pay the bidder such expenses as have actually been incurred, as detailed below:

- (a) Reimbursement of expenses in respect of flights (return) at economy class travel tariffs;
- (b) Reimbursement of expenses for overnight stay and board and lodgings amounting to a total of NIS 600 per day's stay beyond what is specified above.

The expenses shall be paid to the bidder subject to the approval of a representative of the Ministry as to the necessity of the travel and performance of the services and subject to the production of an original invoice.

4.4 The Ministry's Supervisor of the Services is the Head of the Air Quality Division of the Ministry (hereinafter: "The Supervisor").

4.5 The bidder will undertake to comply with the instructions of the Supervisor in all matters pertaining to the manner and applicability of the services as detailed in the Tender Documents and in the Contract.

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4.6 Any material and information that is gathered by the successful bidder in the course of providing the services will be made available to the Ministry or to its representative, unconditionally. Without prejudice to the generality of the foregoing, the successful bidder shall if required, deliver a complete copy of all the documents and of all the material that has served him as part of the services, to the Ministry or to its representative.

4.7 The services shall be provided by the successful bidder according to the needs of the Ministry and to its satisfaction. The successful bidder or his representative may not transfer or assign his rights either wholly or partially to a third party other than with the advance and written agreement of the Ministry or its authorized representative.

4.8 The successful bidder and his representative undertake to provide the services with expertise, professionalism and skillfully in accordance with high professional standards.

5. **THE EXTENT AND PERIOD OF THE CONTRACT:**

5.1 The contract period is for one year commencing from the date of signature of the Contract with the successful bidder. The Ministry has a unilateral and exclusive option, on advance and written notice, to extend the period of the Contract for a further 3 (three) periods, each of one year's duration, if it is satisfied that it is necessary to do so. It should be clarified that the total of the extension periods shall not exceed in aggregate 4 (four) years.

5.2 The Ministry may, on written notification of 30 days in advance, terminate the Contract within the contract period (including the extension periods) for any reason whatsoever and at its sole discretion.

5.3 It should be clarified that the Ministry reserves the right to divide performance of the services between a number of different bidders and that such a division is a matter for the sole discretion of the Ministry.

5.4 The Ministry is not committed to a minimum amount of services and it reserves the option of reducing or expanding the Contract at its discretion and all subject to the Mandatory Tenders Law, 5752-1992, the Regulations made pursuant thereto, budgetary approval and directives of the Government Purchasing Operations Division (*Takam*).

6. **THE CONSIDERATION FOR THE CONTRACT:**

6.1 The consideration for the services, in respect of performance of the said services shall be paid by the Ministry on the basis of the successful bidder's price quotation in the Tender as specified in Appendix A

6.2 The price quotation - the price quotation shall specify in detail the price that is bid by the bidder in relation to each of the Services that have been specified above, detailed as follows:

**Services Division A - Consulting services in the sphere of technological requirements for importation of vehicles and examinations of vehicles**

- The price quotation for preparation of a document on the subject of standardization of regulation of air pollution from new vehicles as detailed above in Section 3.1;
- The price quotation for preparation of a document on the subject of examinations of air pollution from vehicles at Licensing Facilities and/or roadside examinations of air pollution from vehicles as detailed above in Section 3.2;
- The price quotation for preparation of a document on the subject of determining the emission requirements for trains, shipping vessels and aircraft as detailed above in Section 3.3;

**Services Division B - Consulting services in the sphere of fuels and fuel additives requirements**

- The price quotation for preparation for a document on the subject of standardization of regulation of fuels and fuel additives as detailed above in Section 3.4;

**Services Division C - Consulting services in the sphere of local traffic planning and air pollution**

- The price quotation for preparation of a document on the subject of implementing the Traffic Ordinance and Clean Air Law in the local authorities as detailed above in Section 3.5;
- A price quotation for an examination of plans that are to be submitted by the local authorities and writing comments and observations/preparation of alternative plans as detailed above in Section 3.5 **for every plan/local authority;**
- The price quotation for preparation of a document on the subject of specification of regulations for traffic fleets as detailed above in Section 3.6.

**It is hereby clarified that the price quotations for the Services Divisions also include Stage 1 of the process of characterization and formulation of the overview, as detailed above in Section 3.**

**It is further clarified that the price quotations for the Services Divisions also include all the accompanying expenses that are to be the responsibility of the successful bidder both in respect of the costs of employment of overseas consultants and in respect of costs of flights, overnight stay and board and lodging for overseas consultants who come to Israel as part of the process of providing the services, all as detailed above in Section 4.3.**

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**General - Supplementary consulting services for all the Services Divisions**

- The amount of the proposed discount per member of the bidder's team from the Accountant General's Tariffs for the performance of the supplementary services as detailed above in Section 3.7;
- The amount of the proposed discount per hour of work for an expert consultant acting on behalf of the International Consultant Body, from a maximum tariff of NIS 600 per hour, with the addition of VAT, per hour of work of the professional consultant who has performed the supplementary services as detailed above in Section 3.7. The payment for the consulting time taken by overseas consultants, shall only be made in respect of hours of work actually worked and not in respect of non-actual working time, travel time etc.

6.3 The consideration shall be final and shall include all components of provision of the Services. It should be clarified that with the exception of payment of the consideration specified in the bid, the successful bidder will not be entitled to any other payment or benefit for providing the Services including payments for ancillary expenses, such as telephone, mail, photocopying, printing, fax, travel, board and lodging, non-working time etc.

6.4 The payment in respect of the Services shall be made by the Ministry of Environmental Protection only after assimilation of all the comments and observations of the Ministry and subject to certification of a representative of the Ministry of Environmental Protection that the required service have been performed and completed in their entirety.

6.5 The consideration shall be paid subject to GPOD (Takam) directive "making payments in respect of liabilities" and after approval of the invoices and accounts by the duly authorized representative of the Ministry. The circular can be found on the Ministry's internet website under the heading "Tenders" or on the website of the Government Procurement Administration.

**7. THRESHOLD CONDITIONS:**

Imprecise fulfillment of the requirements detailed in this Section will cause the outright disqualification of the bid.

The bidder must ensure that the documents set forth below are attached to his bid. A bid to which all the documents and the details specified below are not attached is likely to be disqualified outright.

**7A ADMINISTRATIVE THRESHOLD CONDITIONS:**

All the following required certifications and documentary proof must be attached to the bid:

7.1 Authorized Dealers Certificate.

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- 7.2 The certifications required under the Public Bodies (Transactions) (Enforcement of Bookkeeping and Payment of Tax Liabilities) Law, 5736-1976 - (Certificate of Deduction of Tax and Certificate of Keeping of Books of Account);
- 7.3 If the bidder is a corporate body, the bidder shall furnish certification of it being registered in the Register that is kept by Law in respect of corporate bodies of that category, as well as certification of a Lawyer or Accountant or Tax Advisor as to the existence of such corporate body and the signatories of the Tender Documents on its behalf being duly authorized to bind the corporation by their signatures;
- 7.4 The price quotation for performing the services must be submitted on the attached form and marked - Appendix A completed as required and signed, in a separate and closed envelope on which the name of the bidder shall be recorded and "Tender 9/10 Price Quotation";
- 7.5 The bidder shall attach an unconditional bank guarantee from an Israel bank, or a Banker's Draft or a guarantee from an Israeli Insurance Company (duly signed by the Company itself) in the name of the bidder only. If the bidder elects to submit a bank guarantee it must be submitted exactly in the format attached as Appendix B1/B2/B3 to the documents of this Tender and it shall be valid until 24.8.10 inclusive.

The amount of the Bidder's Guarantee depends on the number of Services Divisions for which the bidder submits his bid, in accordance with the following listed breakdown:

- 7.5.1 A bidder who submits his bid for **one** Services Division shall attach a guarantee for **NIS 20,000 including VAT**, in the format attached hereto as Appendix B1;
- 7.5.2 A bidder who submits his bid for **two** Services Divisions shall attach a guarantee for **NIS 40,000 including VAT**, in the format attached hereto as Appendix B2;
- 7.5.3 A bidder who submits his bid for **three** services divisions shall attach a guarantee for **NIS 60,000 including VAT**, in the format attached hereto as Appendix B3;

The Tenders Committee may forfeit the amount of the guarantee either wholly or partially in circumstances in which the bidder has withdrawn his bid after the opening of the tenders box or in circumstances in which a bidder who has been successful in the Tender has refused to sign the Agreement attached to the Tender Specification, has not furnished a performance guarantee or has refused or is incapable of complying with any other requirement to which he is committed in accordance with what is specified in his bid, in the Tender Specification and its Appendices and including in the Agreement which is attached to the Tender Specification.

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The guarantee will be returned to unsuccessful bidders in the Tender after completion of the Tender Procedures.

The Tenders Committee may require extensions of validity of the guarantee for as long as no decision has been made as to the winner of the Tender.

- 7.6 The bidder shall attach an affidavit signed by a Lawyer or an Accountant or a Tax Advisor in relation to the employment of foreign workers, as required under Section 2B (a) of the Public Bodies (Transactions) Law, as well as an affidavit as to payment of a minimum wage as required under Section 2C (b) of the Public Bodies (Transactions) Law, and as to the use of original software programs as detailed in Appendix C;

**7. B PROFESSIONAL THRESHOLD CONDITIONS**

The bidder must meet the following professional threshold conditions:

7.7 Experience of the Bidding Entity:

- (a) The bidder must have proven seniority of 3 (three) years at least in the last 5 (five) years that preceded the last date for the submission of bids for this Tender, in professional consulting works in spheres connected with traffic (in the planning and/or environmental context) and/or in reduction of air pollution and/or in the sphere of fuels for traffic and fuel additives.
- (b) The bidder must have had experience in carrying out two projects that are relevant to provision of the services that are the subject of this Tender that have been carried out during the last 5 (five) years. As part of his bid the bidder shall set out in detail the dates on which they were carried out, the financial scope thereof and an outline of the services supplied by him.

The bidder must prove his experience under this Section by means of documents which shall specify in detail the relevant consideration in reference to the years concerned. The decision as to whether the bidder meets the requirement of experience and including the decision as to whether the experience to which the bidder has alluded is due experience in accordance with the requirements, is a matter within the discretion of the Tenders Committee.

7.8 Contract with an International Consulting Body:

- (a) The bidder must furnish a binding commitment to a contract for the performance of the services that are the subject of this Tender with an International Consulting Body that has, within the last 5 (five) years at least, been engaged in professional consulting in all matters pertaining to the reduction of air pollution from traffic or standardization of air pollution regulations from vehicles and whose business center is located in one of the States of the European Union or in North America, and will be assisting and supporting the bidder in providing the services that are the

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subject of the Tender, as necessary, including by means of sending its representatives to Israel.

- (b) The Consultant actually providing the services on behalf of the International Consulting Body shall be a person with experience in having carried out 2 (two) work projects relevant to provision of the services that are the subject of this Tender and that were carried out by him in the course of the last 5 (five) years. As part of his bid, the bidder shall specify in detail the dates on which they were carried out, the financial scope thereof and a description of the nature of the services.

The bidder must prove the binding commitment to a contract with the International Consulting Body as aforementioned and the fitness of such International Consulting Body, by means of documents that shall specify in detail the sectors of its activity, the extent of its activity and its experience that is relevant to the services that are the subject of this Tender in at least the last 5 (five) years.

The decision as to whether the sphere of engagement of the International Consulting Company is the relevant sphere of engagement for provision of the services that are the subject of the Tender is a matter solely for the discretion of the Tenders Committee.

7.9 The Qualifications Required of the Bidder's Personnel:

The bidder must present the Consulting Team (at least three team members including the Team Manager and at least two professional Consultants) through whom the services that are the subject of this Tender are to be provided (hereinafter: "*The Team*"), and the bidder must present a person who shall act as the Team Manager and a contact person on its behalf with the Ministry, who shall be responsible both for professional matters and for the matters relating to administration (hereinafter: "*The Team Manager*").

7.9.1 Qualifications of the Team Manager:

The Team Manager shall meet the following aggregate threshold conditions:

- (a) A Masters Academic Degree (at least) from a recognized academic institution in the field of Bioscience or Engineering or Natural Sciences or Environmental Sciences or another Masters Degree that is relevant to provision of the services that are the subject of the Tender.
- (b) A person of proven seniority of at least 3 (three) years during the last 5 (five) years that preceded the last date for submission of bids for this Tender in the following spheres:

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**In relation to Services Division A** - areas concerned with air pollution from traffic and/or from vehicles or examinations of air pollution from vehicles or polluting emissions from vehicles.

**In relation to Services Division B** - areas concerned with fuels or fuel additives or standardization of fuels and fuel additives.

**In relation to Services Division C** - areas concerned with traffic-related planning or traffic or environmental-related characterization for vehicle fleets.

- (c) The Team Manager has managed at least one project in the areas detailed above that are concerned with the area covered by the relevant Services Division during the last 5 (five) years that preceded the last date for submission of the bids for this Tender.

7.9.2 Qualifications of the Team Personnel:

The bidder must employ on the Project, two professional team members, each of whom shall meet the following threshold conditions:

- (a) Holder of an academic Bachelors Degree (at least) from a recognized academic institution in the field of Bio-sciences or Engineering or Natural Sciences or Environmental Sciences or another Bachelors Degree that is relevant to the provision of the services that are the subject of the Tender.

- (b) Having proven previous experience of consulting for 2 (two) regulation determining bodies in the field of traffic or fuels or in the following spheres:

**In relation to Services Division A** - areas concerned with air pollution from traffic;

**In relation to Services Division B** - areas concerned with fuels or fuel additives;

**In relation to Services Division C** - areas concerned with traffic-related planning or traffic or environment-related characterization for vehicle fleets.

The bidder must prove the qualifications of his personnel under this Section by means of documents that shall set out in detail the relevant experience, in reference to the years concerned.

The decision as to whether the proposed personnel meet the educational and experience requirements as set out above, and including the decision as to whether the spheres of education and experience to which the bidder has alluded are spheres of education and experience that are relevant to provision of the services which are the subject of the Tender, is a matter solely for the discretion of the Tenders Committee.

**It is hereby clarified that the bidder will not be entitled to transfer to another, some or all of his rights and obligations under the Agreement that is to be signed.**

**7. C Additional Requirements - an advantage**

An advantage will be accorded to a bidder and to the Team Personnel that furnishes documentary proof of experience in the following spheres:

**7.10 In relation to Services Division A:**

- Proven know-how in international regulation standardization for new vehicles;
- Familiarity with methods of enforcement of the emission standards at Licensing Facilities and at the roadside;
- Experience in making economic calculations for an examination of costs and benefits of recommendations for the implementation of policy.

**7.11 In relation to Services Division B:**

- Familiarity with and experience in regulation standardization of fuels and fuel additives;
- Experience in making economic calculations for an examination of costs and benefits of recommendations for the implementation of policy;

**7.12 In relation to Services Division C:**

- Experience in the preparation of traffic-related plans for the reduction of pollution;
- Experience in making economic calculations for an examination of costs and benefits of recommendations for the implementation of policy;

For the purposes of proof of such additional experience, a description of the additional works and projects should be attached together with specific details of names of the contact persons and the means of communicating with them.

7.13 In addition, an advantage will be accorded to one bidder who is able to provide all the Services Divisions that are the subject of this Tender either himself or through one International Consulting Body.

**8. INTERVIEW:**

The Ministry reserves the right to summon proposed members of the team (the Team Manager and the Team Personnel, not including the Services Provider on behalf of

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the International Advisor) who meet the threshold conditions, to an interview at the Ministry (at 5 Kanfei Neshirim Street, Jerusalem by prior telephone arrangement) and in which questions will be asked, covering the following topics:

- Practical examples of similar relevant projects that have been undertaken by the team;
- Proven relevant experience and know-how:
  - In relation to Services Division A - experience in the international standardization of regulations for air pollution from new vehicles, familiarity with methods of enforcement of the emission standards at Licensing Facilities or at the roadside;
  - In relation to Services Division B - familiarity with standardization in respect of fuels and fuel additives;
  - In relation to Services Division C - experience in preparation of traffic-related plans for reduction of air pollution from vehicles.
- Experience in making economic calculations for an examination of costs and benefits of recommendations for the implementation of policy.
- Forming a general impression of the bidder and members of the Team.

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**9. CRITERIA FOR SELECTION OF THE WINNING BIDDER:**

9.1 **At the first stage**, all the bids received by the last date for submission of the bids will be examined, with reference to their compliance with the threshold conditions specified above in Section 7. Only a bid that meets all the requisite threshold conditions will proceed to the next stage.

9.2 **At the second stage**, the quality of the bid will be examined, accordance to the weight of the following considerations:

Description of Consideration to be weighed	Weight	Remarks	Sub-Considerations to be Weighed	Weight of Sub-Considerations
The bidder's experience	15%	Will be examined according to the list that is to be forwarded by the bidder as stated below in section 11.3	<u>The bidders' experience in the following areas:</u>	15% of which will be divided as follows:
			<b>In relation to Services Division A:</b>	
			International standardization of regulations for air pollution from a new vehicle	5%
			Methods of enforcement of emission standards in Licensing Facilities or at the roadside	5%
			Making economic calculations for an examination of costs and benefits of recommendations for implementation of policy	5%
The bidder's experience	15%	Will be examined according to	<b>In relation to Services Division B:</b>	
			Standardization of regulation of fuels and fuel additives	7.5%
			Making economic calculations for an examination of costs and benefits of recommendations for implementation of policy	7.5%

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		the list that is to be forwarded by the bidder as stated below in section 11.3		
The bidder's experience	<b>15%</b>	Will be examined according to the list that is to be forwarded by the bidder as stated below in section 11.3	<b>In relation to Services Division C:</b>  Preparation of traffic-related plans for the reduction of pollution Making economic calculations for an examination of costs and benefits of recommendations for implementation of policy	7.5%  7.5%
Experience of the International Consulting Body and its Services Provider	<b>40%</b>	Will be examined by virtue of the documents that are to be forwarded by the bidder in reference to the International Consulting Body and its Services Provider	General impression from profile, reputation and experience of the International Consulting Body in the sphere of reduction of air pollution from traffic	10%
Ditto	Ditto	Ditto	Extent and nature of the relevant works managed and carried out by the bidder in the last 5 years	10%
Ditto	Ditto	Ditto	Experience of the bidder's Services Provider (the Consultant) in carrying out the projects relevant to provision of the services that are the subject of this tender.	20%

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The Team Manager's qualifications and experience	20%	Will be examined as per the list that is to be forwarded by the bidder as stated in Section 11.3 below	<p>Scope and nature of the relevant works that were managed and carried out by the Team Manager in the last 5 years</p> <p>Relevant experience and know-how proved by:</p> <p><b>In relation to Services Division A:</b></p> <p>Standard international regulation for air pollution from new vehicles;</p> <p>Familiarity with methods of enforcement of emission standards in Licensing Facilities and at the roadside;</p> <p>Experience in making economic calculations for an examination of costs and benefits of recommendations (in reference to all the Services Divisions)</p>	<p>8%</p> <p>12% divided as follows:</p> <p>4%</p> <p>4%</p> <p>4%</p>
Ditto	Ditto	Ditto	<p><b>In relation to Services Division B:</b></p> <p>Familiarity with the standardization of regulation of fuels and fuel additives;</p> <p>Experience in making economic calculations for an examination of costs and benefits of recommendations (in reference to all the Services Divisions)</p>	<p>6%</p> <p>6%</p>
Ditto	Ditto	Ditto	<p><b>In relation to Services Division C:</b></p> <p>Experience in preparation of the traffic-related plans for the reduction of pollution;</p> <p>Experience in making economic calculations for an examination of costs and benefits of recommendations</p>	<p>6%</p> <p>6%</p>

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			(in reference to all the Services Divisions)	
Ditto	<b>20% (10% per team member)</b>	Ditto	<p>Scope and nature of the relevant works carried out by each of the members of the team</p> <p>Relevant experience and know-how proved by:</p> <p><b>In relation to Services Division A:</b></p> <p>Standardization of international regulation for air pollution for new vehicles; 2%</p> <p>Familiarity with methods of enforcement of emission standards at Licensing Facilities and at the roadside; 2%</p> <p>Experience in making economic calculations for an examination of costs and benefits of recommendations (in reference to each of the Services Divisions) 1%</p>	<p>5% per team member</p> <p>5% per team member divided as follows:</p>
Ditto	Ditto	Ditto	<p><b>In relation to Services Division B:</b></p> <p>Experience in preparation of traffic-related plans for reduction in pollution; 2.5%</p> <p>Experience in making economic calculations for an examination of costs and benefits of recommendations (in reference to each of the Services Division) 2.5%</p>	
<b>The Bidder may supply two or more Services Divisions that are the subject of the Tender</b>	<b>5%</b>	To be examined in accordance with the professional preparedness and ability of the Bidder to		

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		provide all the services as well as the professional preparedness and ability of the International Consulting Body		
<b>Total Points Score</b>	<b>100%</b>			<b>100%</b>

**\* Comment regarding the Table: It is hereby clarified that the bids will be examined in accordance with the sub-considerations to be weighed in relation to each one of the relevant Services Divisions.**

In respect of each one of the Services Divisions, only 5 (five) of the bids that receive the highest quality grade at the second stage will pass onto the third stage. It is clarified that if in respect of a particular Services Division only 5 (five) Bids have been submitted for the Tender and have passed the first two stages as aforementioned in that event they shall pass to the third stage.

If two of the Bids (number 5 and 6) receive an identical quality grade 6 bids shall pass to the third judging stage.

**9.3 At the third stage**, and at the discretion of the Ministry, an interview shall be conducted with **all** members of the team (not including the services provider of the International Consulting Body). It is clarified that in the event of the Ministry electing to activate this Section it shall do so in respect of all the Bidders who have successfully passed the second stage.

The interview shall take place at the Ministry of Environmental Protection and the bidder must ensure that all members of the team proposed on his behalf for performing the services that are the subject of this Tender, with the exception of the services provider acting on behalf of the International Consulting Body, are present personally at the interview.

As part of the interview members of the team will be asked questions in the following areas and the interview point score shall be based on a weighing of the following considerations:

<b>Description of consideration to be weighed</b>	<b>Point score</b>
<b>Practical examples from relevant projects carried out by the Bidder</b>	<b>30%</b>
<b>Relevant experience and proven know-how of members of the team, as per:</b>	<b>30%</b>
<u>In relation to Services Division A:</u> Professional experience and level of members of the team in international regulation standardization for air pollution from new vehicles, familiarity with methods of enforcement of emission standards in Licensing Facilities and at the roadside	20% for the Team Manager 5% for each of the team members

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<u>In relation to Services Division B:</u> Professional level and familiarity with standard regulation of fuels and fuel additives	20% for the Team Manager 5% for each of the team members
<u>In relation to Services Division C:</u> Experience and professional level in preparation of traffic-related plans for reduction of air pollution from vehicles	20% for the Team Manager 5% for each of the team members
<b>Experience of the team in making economic calculations for examination of costs and benefits of recommendations of implementation of policy</b>	<b>20%</b>
<b>General impression formed of the team</b>	<b>20%</b> 10% Team Manager and 5% for each of the members of the team
<b>Total mark awarded for interview</b>	<b>100%</b>

Following the interview the third stage bids shall be scored with a weighted average grade which shall include the grade awarded for quality at the second stage and the interview grade from the third stage in accordance with the following formula:

**Weighted average quality grade = Quality grade \*80% + Interview grade \*20%**

*Only bids that have received a total point score of at least 75 points will pass to the fourth judging stage*

9.4 **At the fourth stage** in respect of each one of the Services Divisions, and after the Tenders Committee has confirmed the grades from the Second and Third Judging stages the Bids that have received a total point score of at least 75 points will be selected, in accordance with the following formula (hereinafter: "The Weighted Average Grade"):

- Weighted average quality grade from the third stage - 50%;
- The price grade - 50%, with the price grade being determined according to the following formula:

**The price grade for Services Division A = A + B + C 200,000\* (100%-Pd) +120,000\*(100%-Pf)**

**The price grade for Services Division B = D+200,000\*(100%-Pd) +120,000\*(100%-Pf)**

**The price grade for Services Division C = E+2\* F+G+200,000\*(100%-Pd) +120,000\* (100%-Pf)**

When:

Pd=the uniform rate of discount proposed per hour of work for members of the Israeli team

Pf=the proposed rate of discount per hour of work for the overseas expert consultant

**Services Division A - Consulting services in the sphere of technological requirements for the importing of vehicles and examinations of vehicles.**

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- A = the price quotation for preparation of a document on the subject of standardization of air pollution regulations for new vehicles as specified above in Section 3.1
- B= The price quotation for preparation of a document on the subject of air pollution examinations from vehicles in the Licensing Facilities and/or air pollution examinations of vehicles at the roadside as specified above in Section 3.2;
- C= The price quotation for preparation of a document of determining emission requirements for trains, shipping vessels and aircraft as specified above in Section 3.3;

**Services Division B - Consulting services in the sphere of fuels and fuel additives requirements**

- D= The price quotation for preparation of a document on the subject of regulation standardization in respect of fuels and fuel additives as specified above in Section 3.4;

**Services Division C - Consulting services in the sphere of local traffic-related planning and air pollution**

- E= The price quotation for preparation of a document on the subject of implementation of the Traffic Ordinance and the Clean Air Law in the local authorities as detailed above in Section 3.5;
- F= Price quotation for an examination of plans that are submitted by the local authorities and writing comments and observations/preparation of alternative plans as detailed in Section 3.5 above for every plan/local authority;
- G= the price quotation for preparation of a document on the subject of specification of regulations for traffic fleets as detailed above in Section 3.6.

**It hereby clarified that multiples of the price quotations are solely for the purposes of calculation.**

- 9.5 With the approval of the Tenders Committee, one successful bidder will be selected for each Services Divisions according to the highest weighted average grades.
- 9.6 For the removal of doubt it is clarified that the Ministry reserves the right to apply to more than one bidder for provision of the services required in this Tender, according to the order of ranking determined at the fourth stage. It is hereby clarified that the Ministry has exclusive and absolute discretion in deciding the number of successful bidders.

**10. CONFLICT OF INTERESTS/NON-DISCLOSURE/OWNERSHIP OF DOCUMENTS:**

Conflict of Interests

- 10.1 The bidder will undertake and declare as part of the bid that as the date of submission of the bid, he is not aware of any legal impediment whatsoever that could interfere with provision of the services under this Agreement, and that he is not connected with and/or involved either directly or indirectly in any other matter in respect of which there is concern as to a conflict of interests or any other impediment in relation to his commitments by virtue of the Agreement that is to be signed with the Ministry.
- 10.2 The bidder will declare and undertake on the price quotation form, which is attached hereto as Appendix A, that he does not have and will not in the future have any conflict of interests of any kind, throughout the period of the contract between the Parties and for a period of 3 months from the end of the period of the contract. Without derogating from the generality of the foregoing, the successful bidder will not represent nor act during the period of the contract on behalf of any other party in respect of which the work of the successful bidder with the Ministry is likely to be of relevance in respect of such party.
- 10.3 The bidder undertakes to bring to the attention of the Ministry any information that might be relevant to the Ministry determining whether an interest or a concern as to a conflict of interests on his part exists. Without derogating from the generality of the foregoing, any successful bidder must notify the Ministry of any proposal made to him and which could give rise to a concern as to the existence of such a conflict of interests. The successful bidder will only assume responsibility for carrying out such work if the Ministry confirms in advance and in writing that it has no objection thereto.

Non-disclosure

- 10.4 The party that is selected to perform the Services will be required to sign an unreserved undertaking as to non-disclosure and to undertake that all the deliberations in which he is to take part and all the findings and data that relate to the service to be provided by him, including the results of his work, shall be kept confidential throughout the period of the contract and subsequently unless approval has been received in advance and in writing from the Client to such findings or data being disclosed.
- 10.5 The party that is selected to perform the Services shall not make use of information that comes to his knowledge during the period of the contract, except for the purpose of fulfilling his function.

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- 10.6 The party that is selected to perform the services shall undertake not to show to anyone, with the exception of the Ministry' representative, results of the said work during the said contract period and subsequently, and including, any document that the successful bidder prepares as part of provision of the Services unless he has obtained the Ministry's previous and written approval thereto.

Ownership of the documents

- 10.7 Any document that is prepared by the party that is selected to perform the Services, as part of provision of the Services, shall be the exclusive property of the Ministry and neither the successful bidder nor any person acting on his behalf shall have any argument or claim in relation thereto. In addition, neither the successful bidder nor any person acting on his behalf shall make any use of the information that comes to their knowledge as part of the Services.

**11. STRUCTURE OF THE BID:**

- 11.1 The bidder must attach to his bid, all the licenses and other documentary proof in order to prove that he meets the conditions specified above in Section 7 including the Bidder's Guarantee.

- 11.2 The bidder must set out in detail on the cover page of his bid, the Services Division to which his bid relates in accordance with what is detailed below (a bid may be submitted for one of the Divisions, some of them or all of them):

**My bid relates to - (please mark in the relevant space)**

**Services Division A - Consulting Services in the sphere of technological requirements for importation of vehicles and examinations of vehicles.**

**Services Division B - Consulting Services in the sphere of fuels and fuel additive requirements.**

**Services Division C - Consulting Services in the sphere of local traffic related and air pollution planning.**

- 11.3 The bidder must attach to his bid, details of the profile of the bidder and of the team personnel, according to the following breakdown:

The Bidder's Profile:

- (a) The bidder shall attach documents that are evidence of his principal sectors of activity (company profile) and extent of the bidder's activity in works similar to the work that is the subject of the Tender during the last 5 (five) years at least, that preceded the last date for submission of the bids in this Tender.
- (b) The bidder must set out in detail his experience in carrying out consulting works and providing similar services of similar scope to the services required under this Tender.
- (c) The bidder shall submit a well arranged table in which the works and projects shall be specified that have been carried out by him within the last 5 (five) years that preceded the last date of submission of bids for this Tender, and shall place the emphasize on projects that are as similar as possible in degree to the requirements of the services that are the subject of this Tender.

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Subject/description of work done	Periods/year work done	Scope of the work (hours of work/amount)	Name of the Client	Name of contact person	Tel No. + Mobile No.

- The Ministry reserves the right to contact the contact persons specified by the bidder in his bid for authentication and point scoring of the experience detailed in his bid.

Profile of the International Consulting Body:

- (d) The bidder must attach to his bid, documents that are evidence of his binding commitment to a contract with an International Consulting Body that is engaged in areas connected with reduction of air pollution from traffic and that is centered in one of the States of the European Union or in North America, that can assist and support the carrying out of projects that are the subject of the Tender, should this be necessary, including by means of sending a representative to Israel.
- (e) The bidder must attach documents that are evidence of the sectors of activity, scope of the activity and works similar to the work that is the subject of the Tender that have been done by the Foreign Consulting Body in at least the last 5 (five) years that preceded the last date for submission of this Tender, and listed details of the qualifications and experience of the Foreign Consulting Body's professional personnel who will be available to bidder as and when necessary.
- (f) Name of the professional consultant/consultants on behalf of the International Consulting Body that will oversee the services that are the subject of the Tender and details concerning his educational qualifications, professional experience and expertise.

Profile of the Professional Team:

The bidder must set out in detail the names of the professional team members (the Team Manager and other members of the team) who may be placed at the disposal of the Ministry, in a table in the following format:

*The work team shall be comprised of:*

*The Team Manager:* \_\_\_\_\_ *His position in the firm* \_\_\_\_\_ *His education* \_\_\_\_\_  
*Team member* \_\_\_\_\_ *His position in the firm* \_\_\_\_\_ *His education* \_\_\_\_\_  
*Team member* \_\_\_\_\_ *His position in the firm* \_\_\_\_\_ *His education* \_\_\_\_\_

The bidder shall state in respect of each of them, details as to educational qualifications, professional specialization, experience and professional seniority, and shall also attach in relation to each team member:

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- (g) A well arranged resume (CV) in chronological order;
- (h) Certificates that are evidence of his educational qualifications;
- (i) Appropriate documentary proof that is evidence of relevant experience and seniority, arranged in a table as set out in below (in respect of each member of the team);

Subject/description of work done	Period/year in which work done	Name of the Client	Name of contact person	Tel No. + Mobile No.

The Ministry reserves the right to contact the contact persons indicated by the bidder in his bid in relation to the members of his team, in order to authenticate and award a point score in respect of the experience detailed in his bid.

- 11.4 The bidder shall attach the price quotation to his bid as detailed in Appendix A.
- 11.5 The bidder shall attach to his bid the form of agreement that is attached to the documents of this Tender and which is marked as Appendix D and also its Appendices, it having been duly signed by him with his full signature.
- 11.6 The bidder shall attach to his bid all the Tender documents they having been initialed on each individual page.
- 11.7 Trade secret/professional secret - the bidder is requested to state which pages or sections in his bid are a trade or professional secret... it should be emphasized that the final decision as to disclosure of such a trade/professional secret rests with the Tenders Committee and at its sole discretion.
- 11.8 A bidder who satisfies the requirements of the amendment to the Mandatory Tenders Law (No. 15) 5763-2002 (hereinafter: "The Amendment to the Tenders Law), concerning encouragement of women in business, must submit certification and an affidavit to the effect that the business is under control of a woman (for the meaning of the terms "business"; "business controlled by a woman"; "certification"; and "affidavit" see the Amendment to the Tenders Law).  
According to the Amendment to the Tenders Law, after weighing the results, if two or more of the bids have received an identical weighted average result that is the highest result, and one of the bids is a business controlled by a woman, the said bid shall be selected as the winner of the Tender provided that a "certification" and "affidavit" was attached at the time of submission of the bid.

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**12. MANNER OF SUBMISSION OF THE BID:**

The detailed bids pursuant to what is required above and accompanying documents as requested above are to be submitted in an original plus two copies, in a closed envelope with no identification mark - the words "Public Tender No. 9/10" must be written on the envelope - and placed in the Ministry's Tenders Box, at the Head Office of the Ministry at 5 Kanfei Neshirim Street, Jerusalem, entrance level, by 13:00 in the afternoon on **24.6.10** date.

Placement of the bid in the Tenders Box as at this date and time is the sole responsibility of the bidder.

A bid that arrives after the last date and time of submission of the bids shall not be considered and shall be disqualified outright.

**13. CLARIFICATIONS AND CHANGES:**

Questions and clarifications must be forwarded by electronic mail in a WORD document only (scanned documents or those in PDF Format will not be accepted) to [michrazim@sviva.gov.il](mailto:michrazim@sviva.gov.il) by **8.6.10**.

It is clarified that the answers to the questions constitute an integral part of the Tender documents.

**The potential bidders are requested not to send requests for confirmation of receipt of the email but to verify its receipt by means of "reading confirmation".**

The Ministry may at any time, prior to the last date of submission of the Tender, introduce changes and amendments in the Tender documents, either on its own initiative or in response to questions from the participants. Such changes and amendments shall be an integral part of the terms and conditions of the Tender and shall be drawn to the attention of the participants in writing and of all the service providers who have received the Tender documents from the Ministry (in accordance with a list that shall be kept in the Construction, Property, Quartermasters and Maintenance Department) by email or by fax to the addresses furnished by them. The service providers who have received the Tender documents must ensure that details of their addresses and faxes have been accurately recorded in the Ministry.

**The Ministry clarifies that only answers that are given in writing shall be binding.**

**14. GENERAL:**

14.1 The Ministry is not obliged to choose the cheapest bid and/or any bid, the Ministry may cancel this Tender at any time for its own reasons;

14.2 The Ministry clarifies that the successful bidder and/or the service providers are not employees of the Ministry and their services are hired for a limited period of time, and that neither the bidder and/or the service providers shall be formally integrated into the work of the Ministry, their principal place of employment shall be outside the Ministry's premises and they shall not enjoy the benefits of the Ministry's administrative services. Neither the successful bidder and/or the service providers shall be integrated into the hierarchy of the Ministry shall not

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exercise the legal powers vested in employees of the Ministry nor be involved in operational activities of the Ministry. Neither the successful bidder and/or the service providers shall represent themselves to outside parties as being employees of the Ministry, but rather as working on behalf of the Ministry.

- 14.3 The party that is selected to perform the services shall sign a contracting works contract as a service supplier/outside advisor to the Ministry in the usually accepted format applicable in Government Ministries;
- 14.4 The Ministry is not committed to a minimum amount of an order for services and may at its discretion, minimize or reduce the amount of the services being provided. The Ministry may also terminate the contract on 30 days advance notice;  
In addition, the Ministry reserves the right to terminate the contract if the successful bidder has not provided the required services or has not met the timetables as it has been requested to do so in the course of receipt of the services.
- 14.5 The Ministry reserves the right not to consider any bid that is unreasonable in terms of the price as opposed to the essence of the bid, its terms and conditions, lack of detailed reference to any individual section of the Tender, which in the Ministry's opinion prevents a proper evaluation of the bid.
- 14.6 The right is reserved to the Ministry, during the examination and evaluation, to contact the bidding entity in order to obtain clarifications of its bid or in order to remove an ambiguity that might arise in an examination of the bids or to examine their compatibility, subject to the rules of the Mandatory Tenders Law and the regulations of the Government Purchasing Operations Division (*Takam*).
- 14.7 The Ministry may at any time during the period of the contract, contact the bidder ranked next after the successful bidder, and offer him the opportunity of providing the Services for the remaining period of the contract under this Tender or the amount of the remaining hours of work pursuant to the request for this Tender, in circumstance in which it has become evident that the winner/winners in this tender is not/are not meeting the requirements specified in this Tender.
- 14.8 Any change or addition that is made in the Tender Documents or in the request attached hereto or any qualification to them either by an addition to the body of the documents or in an accompanying letter or otherwise, shall not be taken into account when the bid is discussed and might also give rise to its disqualification;
- 14.9 In addition and without derogating from provisions specified in this tender, the provisions of any law and the decided case-law, the Tenders Committee may,

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for reasons that shall be recorded, direct the rectification of any shortcoming that has occurred in a bid or may disregard such shortcoming, and this if it found that such a decision serves to the maximum the best interests of the public and the purpose of this Tender.

14.10 The Ministry may at any time by notice that shall be forwarded in writing, bring forward or defer the last date for the submission of bids and may also change the dates and other conditions relating to this request for bids, at its absolute discretion.

14.11 For the removal of doubt it is clarified that nothing by virtue of notification to the successful bidder in this Tender shall be construed as terminating the selection process or creating a contractual relationship between the Ministry and the successful bidder and that pending the signature of authorized signatories on behalf of the Ministry, of a contract between the Parties, the Ministry may revoke or vary its decision at its exclusive and absolute discretion.

14.12 Nothing in the foregoing shall be construed as derogating from the rights of the Ministry under any law and/or of the Tenders Committee under the Mandatory Tenders Law, 5753-1993, or the regulations made pursuant thereto.

**IMPORTANT POINT TO BE BORNE IN MIND BY BIDDERS:**

The Tender Documents are being published on the internet website of the Ministry of Environmental Protection the address of which is: [www.sviva.gov.il](http://www.sviva.gov.il)

It is obligatory for a bidder who downloads Tender Documents from the internet website or receives the Tender Documents other than through the Construction, Property, Quartermaster, Maintenance Department of the Ministry, to immediately send to the said Department of the Ministry of Environmental Protection, at [michrazim@sviva.gov.il](mailto:michrazim@sviva.gov.il), the full details on the form attached hereto, and marked as **Appendix E** to the Tender Documents, (the Form can also be found on the above-mentioned internet website). The forms received by email are forwarded for processing by the Contracts Department which is charged with the task of updating the potential bidders in respect of matters relating to the Tender.

**The potential bidders are kindly requested not to send requests for confirmation of receipt of the Form but to verify receipt of the email by "reading confirmation".**

**A bidder who does not send the details as aforementioned is liable not to receive notifications and updates in respect of the Tender and is likely to find himself disqualified because of failure to meet additional conditions and further clarifications that the Ministry will be publishing from time to time after publication of the Tender.**

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**LIST OF APPENDICES TO THE TENDER**

**Appendix A - the Price Quotation Form**

**Appendix B1, B2, B3 - Form of Bidder's Guarantee**

**Appendix C - Affidavit as to employment non-employment of foreign workers and payment of minimum wage**

**Appendix D - Form of Contract**

**Appendix E - Bidder's Details Form**

**APPENDIX A**

**PRICE QUOTATION FORM**

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

To the Ministry of Environmental Protection

After having read and thoroughly understood all the Tender Documents and the Appendices to the Tender Documents and all the contents thereof, we hereby submit to you, our bid for Public Tender No9/10

We declare that we comply with all the conditions as required in the terms and conditions of the Tender and hereby attach the certifications and documentary proof to that effect.

**My /our bid relates to - (please mark V in the relevant place)**

**Services Division A - consulting services in the sphere of technological requirements for importing vehicles and examinations of vehicles.**

**Service Division B - consulting services in the sphere of requirements of fuels and fuel additives**

**Services Division C - consulting services in the sphere of local traffic related planning and air pollution**

The following is our price quotation for Public Tender No. 9/10 for receipt of professional consulting services for implementation of the powers of the Ministry of Environmental Protection in relation to traffic-related Subjects:

**SERVICES DIVISION A- CONSULTING SERVICES IN THE SPHERE OF TECHNOLOGICAL REQUIREMENTS FOR IMPORTING VEHICLES AND EXAMINATIONS OF VEHICLES**

**A = The price quotation for preparation of a document on the subject of regulation standardization of air pollution from new vehicles as detailed above in Section 3.1 is NIS \_\_\_\_\_, not including VAT;**

**B = The price quotation for preparation of a document on the subject of examinations of air pollution from vehicles in the Licensing Facilities and/or at roadside examinations of air pollution from vehicles as detailed above in Section 3.2 is NIS \_\_\_\_\_, not including VAT;**

**C = The price quotation for preparation of a document on the subject of determination of emission requirements for trains, shipping vessels and aircraft as detailed above in Section 3.3 is NIS \_\_\_\_\_, not including VAT.**

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**SERVICES DIVISION B - CONSULTING SERVICES IN THE SPHERE OF REQUIREMENTS OF FUELS AND FUEL ADDITIVES**

**D = The price quotation for preparation of a document on the subject of standardization of fuels and fuel additives as detailed above in Section 3.4 is NIS \_\_\_\_\_, not including VAT.**

**SERVICES DIVISION C - CONSULTING SERVICES IN THE SPHERE OF LOCAL TRAFFIC-RELATED PLANNING AND AIR POLLUTION**

**E = The price quotation for preparation of a document on the subject of implementation of the Traffic Ordinance and the Clean Air Law in the Local Authorities as detailed above in Section 3.5 is NIS \_\_\_\_\_, not including VAT;**

**F = Price Quotation for an examination of plans that are to be submitted by the Local Authorities and writing of comments and observations/preparation of alternative plans as detailed above in Section 3.5 is NIS \_\_\_\_\_, not including VAT, for each plan/Local Authority**

**G. = The price quotation for preparation of a document on the subject of specification of regulations for traffic fleets as detailed above in Section 3.6 is NIS \_\_\_\_\_, not including VAT.**

*In respect of the consideration for the abovementioned Services Divisions the linkage rules prescribed by the Accountant General shall apply, as set out below:  
The updating of prices will be done centrally by the organizer of the Tender.*

*The monthly prices shall remain fixed during the first 18 months of the contract.  
The time shall start to run from the last date for submission of bids in the Tender.*

*After the first 18 months these prices shall be linked, every 6 months, to the Consumer Prices Index.*

*An update of the first index shall be given after 6 months from the base date.*

*Notwithstanding the foregoing, if during the first 18 months of the contract a change occurs in the relevant index and its rate rises to 4% and above from the last date for the submission of bids, as stipulated in the Tender, an adjustment shall be made for such changes as follows: the amount of the adjustment shall be based on a comparison between an index, that was known from the date on which the index passed 4% and the determining index on the dates/dates of submission of the invoice/s.*

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**GENERAL - SUPPLEMENTARY CONSULTING SERVICES FOR ALL THE SERVICES DIVISIONS**

<b>Member of the Bidders Team</b>	<b>Name of Consultant who will actually be providing the services</b>	<b>Ranking of the Consultant according to the Accountant General's Circular<sup>1</sup></b>	<b>The Tariff due to the Consultant as per the Accountant General's Circular (Management Consultants)</b>	<b>Amount of Proposed Discount per working hour (in %)</b>	
<b>Team Manager</b>					<b>Pd</b>
<b>Team Member 1</b>					<b>Pd</b>
<b>Team Member 2</b>					<b>Pd</b>
<b>Overseas Expert Consultant</b>			NIS 600		<b>Pf</b>

*The price quotations per hour for supplementary consulting services as detailed above shall not exceed the tariffs specified in the directives and tariffs of the Accountant General of the Treasury that are published from time to time in respect of prolonged work. Linkage shall be made in accordance with changes, if there are any, in the Accountant General's tariffs for management consultants.*

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<sup>1</sup> It should be clarified that determination of the ranking according to which payment of the consideration will actually be made, requires approval of the Ministry, and this according to the CV, certificates and certifications as to educational qualifications that are to be submitted to the Ministry. Professional experience will only be taken into account from the date of completion of the Bachelors Degree or other professionally recognized degree. It will only be possible to recognize Pre-degree experience if it is within the sphere of the position being fulfilled by the Bidder. The experience will be recognized on the basis of certifications from the places of work.

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General Provisions concerning the Price Quotation:

1. The above price quotation is a final price and shall include all the expenses entailed in providing the services specified in Section 3 of the Tender Documents (and including: telephone charges, photocopies, board and lodging, etc).
2. **I am aware of and I undertake that as part of the services I will ensure that at least one senior professional consultant and on behalf of the International Consulting Body who is an expert in the relevant spheres will personally oversee the services the subject of the Tender, and that he must attend for up to 3 (in all) professional visits in Israel that will be continuous for periods of up to at least 2 working days per visit for the purpose of holding meetings, conferences-professional consultations, and this in respect of each of the services divisions and this without any further payment beyond that which is necessary under this price quotation.**
3. **I am further aware that if the International Consulting Body's Consultant is required to make professional visits beyond that which is stated above then in such cases the Ministry will pay expenses that I have actually incurred, as detailed below:**
  - (a) Reimbursement of expenses in respect of flights (return) at the tariffs for travel in tourist class;
  - (b) Reimbursement of expenses for overnight stay and board and lodging totaling NIS 600 in all per day's stay beyond what is specified above.

**The expenses shall be paid to the Bidder subject to the approval of a representative of the Ministry as to the essential nature of the travel and performance of the services, and subject to the furnishing of an original invoice.**

4. In addition I declare that as at the date of submission of the bid, there is no legal impediment that could interfere with provision of the services the subject of this Tender and that I have no connection with and/or involvement, either directly or indirectly, in any other matter as to which there is concern of a conflict of interests in relation to my/our obligations by virtue of the agreement that is to be concluded with the Ministry of Environmental Protection.
5. I am aware that if I am selected to perform the services I will undertake to refrain, throughout the period of the agreement with the Ministry, from taking part in and/or being involved in any other transaction and/or interest that could and/or is liable to create a situation of a conflict of interests with the Agreement with the Ministry of Environmental Protection.
6. If am selected to perform the services I undertake to draw the attention of the Ministry to any information that might be relevant to the Ministry in determining

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whether a conflict of interest or concern as to a conflict of interests exists with it. Without derogating from the generality of the foregoing, in the event of my being selected to perform the services I shall inform the Ministry of any offer made to me/us and which could give rise to concern as to such a conflict of interests. I will only accept responsibility for such work if the Ministry certifies in advance and in writing that it has no objections thereto.

7. I have read and studied all the details of this tender, and all its appendices and I hereby declare that I have understood all the requirements and that I agree to meet all the requirements and stipulations and further I agree to the terms and conditions of the agreement which constitute an integral part of your request herein and have prepared my bid accordingly.
8. I declare that pages/sections \_\_\_\_\_ (please complete details) in my bid are a trade/professional secret.

Name of the Bidder \_\_\_\_\_ Identity No. (Authorized Dealer/Company Registration/Identity No.) \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Name of the Signatory: \_\_\_\_\_ His position \_\_\_\_\_

Signature and Rubber Stamp Seal: \_\_\_\_\_

**Enclosure: All the other bid documents as required.**

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**APPENDIX B.1 - (ONE SERVICES DIVISION)**

**BIDDER'S GUARANTEE**

Name of the Bank  
Telephone No.  
Fax: No.

To:  
The Government of Israel  
Through the Ministry of Environmental Protection

Re: Guarantee No. \_\_\_\_\_

We hereby guarantee to you, payment of any sum up to the total of **NIS 20,000** including VAT (*in words*: twenty thousand New Shekels), that you shall demand from \_\_\_\_\_ (hereinafter" the Debtor") in connection with Public Tender No. 9/10 **for receipt of professional consulting services for implementation of powers of the Ministry of Environmental Protection in respect of traffic-related subjects.**

We shall pay you the aforementioned sum within 15 days of the date of the first demand having been sent by you to us in a letter by registered mail, without you being obliged to give reasons for your demand and without pleading any defense argument against you that might be available to the debtor in connection with the liability to you, or requiring that you first make demand for payment of the said sum from the debtor.

This guarantee shall be valid from the date of its issue until **24.8.10**

A demand pursuant to this guarantee must be addressed to the Branch of the Bank, the address of which is: \_\_\_\_\_

Name of the Bank: \_\_\_\_\_

Number of the Bank and Branch No. \_\_\_\_\_

Address of the Bank Branch: \_\_\_\_\_

This guarantee is not transferable

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature and Rubber Stamp Seal

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**APPENDIX B.2 - (TWO SERVICES DIVISIONS)**

**BIDDER'S GUARANTEE**

Name of the Bank  
Telephone No.  
Fax: No.

To:  
The Government of Israel  
Through the Ministry of Environmental Protection

Re: Guarantee No. \_\_\_\_\_

We hereby guarantee to you, payment of any sum up to the total of **NIS 40,000** including VAT (*in words*: forty thousand New Shekels), that you shall demand from \_\_\_\_\_ (hereinafter "the Debtor") in connection with Public Tender No. 9/10 **for receipt of professional consulting services for implementation of powers of the Ministry of Environmental Protection in respect of traffic-related subjects.**

We shall pay you the aforementioned sum within 15 days of the date of the first demand having been sent by you to us in a letter by registered mail, without you being obliged to give reasons for your demand and without pleading any defense argument against you that might be available to the debtor in connection with the liability to you, or requiring that you first make demand for payment of the said sum from the debtor.

This guarantee shall be valid from the date of its issue until **24.8.10**

A demand pursuant to this guarantee must be addressed to the Branch of the Bank, the address of which is: \_\_\_\_\_

Name of the Bank: \_\_\_\_\_

Number of the Bank and Branch No. \_\_\_\_\_

Address of the Bank Branch: \_\_\_\_\_

This guarantee is not transferable

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature and Rubber Stamp Seal

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**APPENDIX B.3 - (THREE SERVICES DIVISIONS)**

**BIDDER'S GUARANTEE**

Name of the Bank  
Telephone No.  
Fax: No.

To:  
The Government of Israel  
Through the Ministry of Environmental Protection

Re: Guarantee No. \_\_\_\_\_

We hereby guarantee to you, payment of any sum up to the total of **NIS 60,000** including VAT (*in words*: sixty thousand New Shekels), that you shall demand from \_\_\_\_\_ (hereinafter "the Debtor") in connection with Public Tender No. 9/10 **for receipt of professional consulting services for implementation of powers of the Ministry of Environmental Protection in respect of traffic-related subjects.**

We shall pay you the aforementioned sum within 15 days of the date of the first demand having been sent by you to us in a letter by registered mail, without you being obliged to give reasons for your demand and without pleading any defense argument against you that might be available to the debtor in connection with the liability to you, or requiring that you first make demand for payment of the said sum from the debtor.

This guarantee shall be valid from the date of its issue until **24.8.10**

A demand pursuant to this guarantee must be addressed to the Branch of the Bank, the address of which is: \_\_\_\_\_

Name of the Bank: \_\_\_\_\_

Number of the Bank and Branch No. \_\_\_\_\_

Address of the Bank Branch: \_\_\_\_\_

This guarantee is not transferable

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature and Rubber Stamp Seal

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**APPENDIX C**  
**AFFIDAVIT AS TO NON-EMPLOYMENT OF FOREIGN WORKERS**

I the undersigned \_\_\_\_\_ being duly authorized to legally bind \_\_\_\_\_, after having been cautioned that I must tell the truth and that if I do not do so I can expect to incur the penalties prescribed by law, hereby make the following declaration:

- A. Up to the date of this declaration neither the bidder for Ministry of Environmental Public Protection Public Tender Number 9/10 nor any person associated with him (in accordance with the meaning of such definitions in the Public Bodies Transactions Law, 5736-1976, Section 2B) has been convicted of more than two offences (under the Foreign Employees (Prohibition of Unlawful Employment and Assurance of Fair Conditions), Law, 5751-1991 and/or under the Minimum Wage Law, 5747-1987), and if they have been convicted of more than two offences (in accordance with the meaning of such definitions in the Public Bodies Transactions Law, 5736-1976, Section 2B), in that event I hereby declare that on the date of signature of this my affidavit, at least one year has elapsed since the date of the last conviction.
- B. I shall only be using original software for the purpose of performing a contract that is the subject of Tender 9/10 of the Ministry of Environmental Protection.
- C. I hereby declare that all the foregoing is the truth.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of the Deponent

I the undersigned \_\_\_\_\_ Advocate, hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, Mr. \_\_\_\_\_ attended before me at my office at \_\_\_\_\_ Street \_\_\_\_\_ and signed the foregoing declaration in my presence and this after I had cautioned him [that he must tell the truth] and that if he did not do so he could expect to incur the penalties prescribed by law.

\_\_\_\_\_

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**APPENDIX D**

**A CONTRACT**

Which was made and signed in Jerusalem on the \_\_\_ day of \_\_\_\_\_ 2009

**BETWEEN: *THE STATE OF ISRAEL THROUGH THE GOVERNMENT OF ISRAEL***

**Represented pursuant to Government authorization under Section 6(b) of the State Property Law, 5711-1951, by the Deputy Director General of the Ministry of Environmental Protection and Comptroller of the Ministry of Environmental Protection (hereinafter - "the Ministry")**

**OF THE FIRST PART**

**AND:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax \_\_\_\_\_  
**(Hereinafter - "the Services Provider")**

**OF THE SECOND PART**

**WHEREAS**

The Ministry wishes to obtain the services detailed in documents of Public Tender 9/10 for the receipt of professional consultation services for implementation of the powers of the Ministry of Environmental Protection in respect of traffic-related subjects, and which are noted in Appendix A to this Agreement (hereinafter "the Services");

**AND WHEREAS**

The Services Provider has made a bid which is attached to this Agreement and is marked Appendix B;

**AND WHEREAS**

The Services Provider has agreed to accept responsibility for provision of the Services in accordance with the bid that he has submitted and subject to the terms and conditions of this Agreement;

**AND WHEREAS**

The Tenders Committee has approved the entry into the contract on the \_\_\_ day of \_\_\_\_\_;

**AND WHEREAS**

The Services Provider declares that he is prepared to perform and is capable of performing the Services

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***IT IS THEREFORE HEREBY AGREED, DECLARED AND STIPULATED  
BETWEEN THE PARTIES AS FOLLOWS:***

1. The preamble to this Agreement constitutes an integral part of it;

2. Appendix A - Tender 9/10 Documents

Appendix B - The bid submitted by the Services Provider

Appendix C - Bankers Performance Guarantee

Appendix D - Declaration as to Non-Existence of Conflict of Interests and use of Original Software Programs

The Appendices to this Agreement constitute an integral part of it.

3. In the event of any conflict having appeared between any of the individual terms and conditions of the Appendices and any of the individual terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence, unless expressly stated otherwise.

**DECLARATIONS AND OBLIGATIONS OF THE SERVICES PROVIDER**

4. The Services Provider will perform for the Ministry, the Services specified in the Tender Documents marked Appendix A to the Agreement. The Services to be provided shall be inclusive of any other action that is necessary in order to perform them to the standard required in this Agreement to the satisfaction of the Ministry, even if not explicitly mentioned in this Agreement and its Appendices.

5. The Services Provider declares that he possesses the professional know-how, experience and ability to perform the Services in accordance with this Agreement.

6. The Services Provider undertakes to perform the Services in accordance with this Agreement in all its details and in its Appendices faithfully and in their entirety, skillfully and to a proper professional standard.

7. The Services Provider may not transfer some or all of his obligations or rights under this Agreement to another.

8. The Services Provider undertakes to perform the Services as detailed in this Agreement, including submission of a monthly report and a half-yearly report.

9. The Services Provider undertakes to also work at unconventional times as shall be necessary.

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10. For the removal of doubt, the Services Provider is aware of and understands that that the Ministry is not obliged to order the Services in a minimum quantity or in any quantity.
11. The Services provider agrees to and undertakes to perform the Services subject to the instruction of the duly authorized representative of the Ministry or those acting on its behalf in relation to this Agreement.
12. The Services that are to be provided shall include, to the extent that it is necessary, preparation and participation in meetings with the Ministry, preparation and submission of documents in a sufficient number of copies, formulating the data as a prelude to the meeting, furnishing data on electronic media at the Ministry's request and so forth.
13. The services provider hereby undertakes to submit to the Ministry, at any time that this may be required, any data, information and/or document in his possession and connected with the performance of this agreement.
14. For the purpose of performing the services as provided in this agreement the Ministry undertakes to collaborate with the Services Provider and to furnish him with data and information and any other material at its disposal connected with performance of the services.

**PERIOD OF THE AGREEMENT**

15. The Agreement shall apply from the \_\_\_\_\_ day of \_\_\_\_\_ until the \_\_\_\_\_ day of \_\_\_\_\_, for a maximum of up to one year from the date of signature of the agreement, and the Ministry shall have an option to extend the validity of the contract for three additional periods each of one year's duration and for no more than 4 (four) years for the contract subject to the budgetary balance as contained in the Agreement.
16. It is hereby agreed that the Ministry may terminate the validity of this Agreement without being required to give reasons for canceling the agreement, by 30 days advance notice that is to be given to the Services Provider. In such a case the agreement shall terminate at the expiration of 30 days from the giving of such notice and the Ministry shall only pay the Services Provider, such payments as relate to performance of the services that the Services Provider has performed up to the date of such cancellation. The Ministry will not be liable for any compensation or payment whatsoever for or in connection with such part to which the cancellation relates or because of cancellation of the Agreement as provided in this section.
17. It is hereby agreed and stipulated that cessation of the day to day performance of provision of the services as provided in this agreement for a period of two weeks, for any reason whatsoever, requires the receipt of approval of the Ministry's duly authorized representative and that failure to provide services by the Services Provider for a period exceeding two weeks in the absence of agreement of the Ministry's duly

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authorized representative will entitle the Ministry to rescind this agreement and cease making the payments under the consideration section below.

18. Rescission or termination of the agreement having occurred, the Ministry may use any document, information or expert opinion prepared by the Services Provider or his employees or those acting on his behalf for the Ministry, as part of provision of the services or in relation to performance of this agreement.

**DUTY OF NON-DISCLOSURE**

19. Any material, document or information concerned with provision of the services or that has been provided as a result of or incidental to the provision of the services, are the exclusive property of the Ministry and the Services Provider and any person acting on his behalf may not give to any person, except to employees at the Ministry who are duly authorized for such purpose, any material, document or information connected with provision of the services, and neither may they keep copies for themselves of any such document or material other than subject to written approval from the duly authorized representative of the Ministry.
20. The foregoing does not apply with regard to delivery of documents or material to any of the employees of the Services Provider for the purpose of performance of the Services Provider's obligations under this Agreement.
21. The Services Provider may not use any material that comes into his possession as a consequence of performance of this Agreement for the purposes of other works or for any other purpose whatsoever. The Services Provider bears responsibility for ensuring that none of his employees or any person acting on his behalf shall make use of any such document or material.
22. The Services Provider may not publish, either himself or through others, any information, document or material that comes to their knowledge in connection with the performance of this Agreement or incidental to its performance, other than subject to written approval from the duly authorized representative of the Ministry.
23. The Services Provider undertakes to return to the Ministry or to whomever the Ministry's duly authorized representative shall direct, any material or document that he has received for the purpose of providing the services, and this no later than two weeks from the date of termination of the agreement.
24. The provisions of Section 118 of the Penal Law, 5737-1977 shall apply to the Services Provider, his employees and those acting on his behalf.

**CONFLICT OF INTERESTS**

25. The Services Provider declares that at the date of him contracting in this Agreement, he is not aware of any legal impediment that could interfere with the provision of services under this Agreement, and that he is not connected with and/or involved in,

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either directly or indirectly, any other matter which could give rise to concern as to a conflict of interest in relation to his obligations by virtue of this Agreement. The Services Provider undertakes, throughout the period of this Agreement, to refrain from taking part in and/or being involved in any transaction and/or other matter which could and/or is liable to give rise to a situation of a conflict of interests with this Agreement.

26. The Services Provider undertakes to draw the attention of the Ministry to any information that might be relevant to the Ministry in determining whether a conflict or concern as to a conflict of interests exists on the part of the Services Provider. Without derogating from the generality of the foregoing, the Services Provider must notify the Ministry of an offer made to him and which could be construed as giving rise to concern as to such a conflict of interests. The Services Provider shall only accept responsibility for carrying out such work if the Ministry confirms in advance and in writing that it has no objection thereto.
27. The Services Provider declares that he is aware that it is his responsibility to act in good faith *vis a vis* the Ministry and not out of consideration of profit or other considerations.
28. In any case of a dispute between the parties as to whether in respect of a particular matter a concern has arisen as to a conflict of interests, the Ministry's view shall prevail.

**THE SERVICES PROVIDER- INDEPENDENT CONTRACTOR**

29. The parties hereby agree that the Ministry is not responsible *vis a vis* the Services Provider, his employees or those acting on his behalf - for any liability in respect of sickness, work accident or any damage that might be caused to any of them in the course of provision of the services pursuant to this agreement or as a result of its performance. For the removal of doubt it is hereby clarified that the Ministry will not be bound to make National Insurance Payments for providing the services under this agreement.
30. It is hereby agreed that the Services Provider, his employees and those acting on his behalf will not be acting as agents, emissaries or representatives of the Ministry but only as necessary by virtue of provision of the services, or if he has been specially empowered for such purpose by the duly authorized representative of the Ministry in a particular case.
31. The parties agree and declare that there are not and shall not in the future be employer-employee relationships between the Ministry and the Services Provider and his employees or those acting on his behalf.
32. If it is determined for any reason, at any time after the coming into force of this Agreement, that notwithstanding the intention of the parties that has been explicitly

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expressed in this Agreement, the engagement of the Services Provider or his employees or those acting on his behalf is deemed to be the engagement of an employee, and that the laws and stipulations in relation to an employee relate to him and to his engagement- in that event it is hereby agreed and stipulated between the parties that the payments made to the Services Provider under this Agreement include all such payments as are due to the Services Provider in the event of it being determined that his engagement under this Agreement is deemed to be the engagement of an employee.

33. In addition and for the removal of doubts it is hereby declared that if severance pay becomes due in the future to the Services Provider on any ground whatsoever, then the payments made by the Ministry under this Agreement also include such compensation and the parties agree to the submission of this contract for certification of the Minister of Labor without the necessity of any signature or other document.

**INTELLECTUAL PROPERTY**

34. It is hereby expressly agreed and declared that all the rights in the products of the services, including any review, survey, map, chart, product, creative work, plan, specification or any other document, methods of examination, methodology, model, know-how, patent, invention, trademarks, professional, commercial and other secrets and any intellectual property connected with the services whether or not registered, including changes in them that have been made by the Services Provider as a result of performance of the services, shall be and shall at all times remain the exclusive and absolute property of the Ministry and nothing in this agreement shall be construed as granting the Services Provider any right of title and he shall not have any direct and/or indirect argument or claim in anything pertaining to the services or to the products thereof. The Ministry may use such products in any manner that it shall see fit including publication on the Ministry's internet website.
35. The Services Provider declares that nothing in the services and/or in their performance constitutes an infringement of a patent or copyright and that he is entitled to grant the Ministry all the rights conferred on the Ministry as stated in the previous section.

**BREACHES AND REMEDIES**

36. If the Services Provider, either himself or by an action of any of his employees or those acting on his behalf, has committed a breach of one or more of his obligations under this agreement, the Ministry will be entitled to terminate this Agreement and to assign performance of the services to another.
37. It is hereby agreed and stipulated between the parties that in a case of non-performance of any part of the services as provided in this Agreement by the Services Provider, to the complete satisfaction of the duly authorized representative of the Ministry, the Ministry may terminate the Agreement by sending written notice to the

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Services Provider. Upon the sending of such notice, the Agreement shall come to any end.

38. The provisions of this section do not derogate from the rights of the parties under the Contracts Law (General Part) 5733-1973 and the Contracts Law (Remedies for Breach of Contract) 5731-1970, or any other law.

**LIABILITY IN DAMAGES**

39. The Services Provider is liable for any damage or loss that may be caused to the Ministry as a consequence of provision of the services, and hereby undertakes to compensate the Ministry and indemnify it in any case in which damage is caused to the Ministry or in respect of which the Ministry is charged with liability for damage or with expenses or payment of compensation caused directly or indirectly to the Ministry or to a third party by the Services Provider or any of his employees or persons acting on his behalf, as a result of an act or omission of any of them due to or in the course of performance of the services.
40. The Ministry will enable the Services Provider to defend itself against any claim or demand for compensation that is brought against the Ministry and in respect of which the Ministry demands an indemnity from the Services Provider.

**SECURITIES**

41. As security for performance of his obligations under this Agreement the Supplier is delivering to the Ministry upon signature of the Agreement, an unconditional bank guarantee from an Israeli Bank for NIS \_\_\_\_\_, equivalent in value to 5% of the amount of the contract including VAT (hereinafter "the Guarantee"). The guarantee shall be in force until 60 days after conclusion of the validity of the Agreement. In the event of the validity of the Agreement being extended the Supplier shall also furnish a guarantee as aforesaid for the extended period.
42. In any case in which the Supplier has not met his obligations, or for the purposes of set off due to a failure to provide services in their entirety or partially, or for the purposes of compensation in respect of damage pursuant to this contract, the Ministry shall be entitled to realize the guarantee wholly or in part.
43. Nothing contained in the text of the guarantee shall constitute any limitation or ceiling to the Supplier's obligations.
44. The Ministry having realized the guarantee for any reason, the Supplier must furnish the Ministry with a further guarantee which meets the requirements regarding the guarantee detailed above.

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**GENERAL**

45. No waiver, indulgence, abstention or delay of the Ministry in exercising its rights under this agreement shall be interpreted as a waiver or impediment unless made in writing.
46. The Services Provider hereby waives any right of lien over property and/or documents and/or information supplied to him by the Ministry for the purpose of performing the services.
47. The Services Provider undertakes to deliver to the Ministry and/or sign for the Ministry, any document required of him and/or by it for the purpose of exercising its rights under this Agreement, including letters of waiver, transfer deeds, powers of attorney, declaration as to an absence of conflict of interests and preservation of confidentiality etc., at any time that the Ministry shall so require of him. The Services Provider further undertakes and declares that he is responsible for procuring that those acting on his behalf and/or are employed by him who are dealing with matters relating to this Agreement, shall deliver to the Ministry and/or shall sign for it any such document at any time that the Ministry shall so require.
48. It is hereby agreed that any notification under this Agreement shall be given by one party to the other personally or by registered mail according to the addresses of the parties specified in this Agreement, and if so delivered - shall be deemed to have been received after four days from the date of delivery to the Post Office; a receipt bearing the rubber stamp seal of the mail shall serve as evidence as to the date of delivery; or by means of a facsimile machine, and if so delivered, shall be deemed to have been received upon receipt of the facsimile machine confirmation that the documents were indeed transmitted by Fax and receipt of verbal telephonic confirmation from the recipient.

The facsimile numbers of the parties are:

The Ministry of Environmental Protection - 02-6523873

The Services Provider - is as detailed in the heading of this Agreement.

49. The duly authorized representative of the Ministry for the purpose of performance of this agreement is the Senior Director General for Industries.
50. The Service Provider's representative for the purposes of performance of this agreement is \_\_\_\_\_.
51. Representatives of the Government who are the signatories of this agreement hereby declare that the expenses and the authorizations to enter into binding commitments entailed in the provision of the services will be budgeted for in the Annual Budget Law for the \_\_\_\_\_ Budget Year in Regulation \_\_\_\_\_ in the sum of NIS \_\_\_\_\_.

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52. The addresses of the Parties for the purposes of this Agreement:  
The Ministry - the Ministry of Environmental Protection, 5, Kanfei Neshirim Street,  
Givat Shaul, Jerusalem.

The Services Provider - as detailed in the heading of this Agreement.

**AND IN WITNESS WHEREOF WE HAVE SIGNED**

The Ministry \_\_\_\_\_  
Senior Deputy Director General Industries      Comptroller of the Ministry of  
Environmental Protection

\_\_\_\_\_  
The Services Provider

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APPENDIX C TO THE AGREEMENT- FORM OF PERFORMANCE GUARANTEE TO  
ASSURE PERFORMANCE OF THE AGREEMENT

Name of the Bank  
Telephone No.  
Fax No.

To:  
The Government of Israel  
By The Ministry of Environmental Protection

Re: Guarantee No \_\_\_\_\_

We hereby guarantee to you the payment of any sum up to 5% of the amount of the contract in New Shekels, including VAT (*in words:* \_\_\_\_\_) which you shall demand from: \_\_\_\_\_ (hereinafter "the Debtor") in connection with a contract the subject of which is Public Tender Number \_\_\_\_\_/10.

We shall pay you the said sum within 15 days of the date of your first demand that has been sent to us in a letter by registered mail, without you being obliged to give reasons for your demand and without us pleading against you any defense argument that might be available to the debtor in connection to the liability to you, or first requiring that payment of the said sum be demanded from the debtor.

This guarantee shall be valid from the \_\_\_\_\_ day of \_\_\_\_\_ until the \_\_\_\_\_ day of \_\_\_\_\_.

A demand pursuant to this guarantee must be addressed to the branch of the bank/insurance company the address of which is:

Name of the Bank  
Number of and Branch Number of the Bank  
This guarantee is not transferable.

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

\_\_\_\_\_  
**Full Name**

\_\_\_\_\_  
**Signature and Rubber Stamp Seal**

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APPENDIX D TO THE AGREEMENT

FOR SIGNATURE BY THE SERVICES PROVIDER AND  
ALL HIS STAFF OF EMPLOYEES

DECLARATION AS TO NON-EXISTENCE OF CONFLICT OF INTERESTS  
UNDERTAKING AS TO NON-DISCLOSURE AND PRESERVATION OF RIGHTS  
AND USE OF ORIGINAL SOFTWARE PROGRAMS

To  
The Government of Israel on behalf of the State of Israel  
By the Directorate of the Ministry of Environmental Protection

Dear Sirs,

I the undersigned \_\_\_\_\_  
Name Identity Card No. Position

Hereby declare and undertake to you as follows:

Whereas in pursuance of my function under Public Tender 9/10 Agreement for obtaining professional consultation services for implementation of the powers of the Ministry of Environmental Protection in respect of traffic-related subjects (hereinafter: "the Tender"), there has and there will in the future come into my possession, information, documents and other material of any kind that is in any way connected with the aforementioned Tender, that was published by the Ministry of Environmental Protection (hereinafter "the Information");

I therefore hereby declare and undertake to you and to each of you as follows:

1. After having investigated the matter to the best of my ability, I declare and undertake that neither I personally or any members of my immediate family has any economic or other interest that might constitute a conflict of interests or a concern as to a conflict of interests with the Tender and the Services that are the subject of the said Tender or that could give rise to a concern as to such a conflict of interests.

I further undertake that if during the course of my work as aforesaid any such conflict of interests shall come to my knowledge or circumstances giving rise to a concern as to such a conflict of interests, I shall notify you without delay.

2. I shall not make use, apart from use as part of the function that I am fulfilling, in all that pertains to provision of the services that are the subject of the Tender and in connection with them, of products of the services and all parts thereof, attachments thereto and components thereof including any electronic media and all such auxiliary documents that are used for the purpose of performing the services. This undertaking

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on my part also relates to the period following conclusion of all the Tender procedures without time limit.

3. I hereby undertake to maintain complete confidentiality in respect of the information and not to pass on to others any information that has been passed to me, with the exception of information that is published in the public domain and/or information that is open by law for public scrutiny (all the foregoing are hereinafter called "information capable of disclosure"), or other information that it is obligatory to disclose under any law and provided that I give you notice of a situation in which we are required under any law to disclose information as aforesaid, provided that I shall use my best endeavors in order to leave you with a reasonable interval in which to defend yourselves against such a demand, if in your opinion it is liable to infringe any of your rights.

I declare that I am aware that a breach of this undertaking is likely to constitute an offense under Sections 118 and /or 119 of the Penal Law 5737-1977.

4. Upon completion of performance of the services under the terms of the said tender, I hereby undertake that, with the exception of the information capable of disclosure, I will deliver to you all such documents and/or any other material as was delivered to me in connection with the said Tender as well as any processing made from the documents and the said material. I shall not leave in my possession, a copy and/or a photocopy of any kind of the material and/or documents and/or the output (of any kind including electronic media) connected with the said Tender.
5. For the purpose of performing a contract that is the subject of Tender 9/10 of the Ministry of Environmental Protection, I shall only make use of original software programs.

And in witness whereof I have signed:

\_\_\_\_\_

Date

\_\_\_\_\_

Name of Deponent

\_\_\_\_\_

Signature of Deponent

**APPENDIX E**

**DETAILS OF BIDDER FORM**

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

To:

The Ministry of Environmental Protection  
Construction, Property, Quartermasters and Maintenance Department

**By E-Mail: [michrazim@sviva.gov.il](mailto:michrazim@sviva.gov.il)**

I/We the undersigned declare that we have received the documents of Public Tender Number 9/10 for obtaining professional consultation services for implementation of the powers of the Ministry of Environmental Protection in respect of traffic-related subjects, and request that any notification concerning the said Tender should be sent to us at the following address:

Full address (including postal code): \_\_\_\_\_

Telephone number: \_\_\_\_\_ Mobile: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

Electronic Mail: \_\_\_\_\_

Identification No. (Authorized Dealer/Company Registration No. \_\_\_\_\_

We acknowledge that if this form has not been sent, the Ministry of Environmental Protection is absolved from sending us notifications and updates concerning the Tender, and further that we are likely to find that we have been disqualified because of failure to meet additional terms and conditions and clarifications that the Ministry publishes from time to time following publication of the Tender.

Yours truly,

Full Name: \_\_\_\_\_

Signature and Rubber Stamp: \_\_\_\_\_

In the case of a Body Corporate:

Name of the Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

**Please note: the potential bidders are requested not to send requests for confirmation of receipt of the Form but to check receipt of the E-Mail by means of "reading confirmation".**