



## **Tender No. 10/2018**

**Purchase and Installation of Air Supported Structures  
that May Be Dismantled and Reassembled in Various  
Installations Across Jerusalem**

**May 2018**

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**Tender No. 10/2018**  
**Document A**  
**Invitation to Submit**  
**Proposals**

**Invitation to Submit Proposals - Tender No. 10/2018**

Ariel - Municipal Company For Sport, Culture And Leisure Management In Jerusalem Ltd (hereinafter: the “**Company**”) calls to submit price proposals to purchase and install air-supported structures that may be dismantled and reassembled in various installations across Jerusalem, all as set forth in the Tender Documents below.

**1. Nature of engagement**

The details set forth in this section below are general in nature only and the provisions of the section will be binding upon the parties only if there is no other detailed and explicit reference in any of the Tender Documents. If such other reference exists in any of the Tender Documents such other detailed reference will govern.

- 1.1. The Company operates for the Municipality of Jerusalem sports, culture and recreation facilities across the city of Jerusalem (hereinafter: the “**Sites**”).
- 1.2. The Company wishes to receive from the bidders price proposals to purchase and install air supported structures of various types, that may be dismantled and reassembled in various locations throughout the city of Jerusalem (hereinafter: The “**Installation**”), as set forth in the bill of quantities and in the technical specifications attached as **Appendix C** hereto.
- 1.3. It is clarified that the Company intends to purchase a first Installations close to the signing date of the agreement by virtue of this tender, and thereafter the Company will consider the possibility of purchasing similar and/or identical installations, that will be installed in various locations throughout the city pursuant to the requirements of the Company, this pursuant to the needs of the Company and its exclusive discretion.  
It is clarified that the participants must present in their proposal an installation as set forth above, that may be assembled and installed also in another location, pursuant to the needs of the Company.
- 1.4. If the Company elects to purchase such additional installations as afore mentioned, the Company will issue a separate work order for each installation, setting forth the location of the installation, its size and specific specifications. The winning bidder

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in the framework of these proceedings undertake to provide to the company such installations at any stage during the term of the agreement under the same prices and same terms and conditions as set forth in its proposal.

- 1.5. It is clarified that if the proposed Installation is being imported by the bidder from abroad the Company will bear the costs of Israeli customs and local taxation arising directly from the import of the Installation, whereas the bidder will bear the costs of transport and insurance from the country of origin to the relevant Site in the city of Jerusalem, including all the costs including taxation and customs costs until the Installation is transferred to the customs authorities in Israel. The bidder will include in the framework of its proposal the provisions of this section including all its expenses whatever they may be. It is hereby clarified that the costs of Israeli taxation, if any, on providing services in Israel, will apply to the supplier and not to the Company.
- 1.6. The bidders will attach to their proposal technical specifications of the Installation, with emphasis on the multiple assembly and dismantling method, measurements, weight, accessories, durability of the materials and any other technical information that will be used by the Company in its inspection of the Installation and its suitability for its needs and that will be attached as **Appendix D** to the agreement.
- 1.7. The winner in the tender will be under obligation to transport the In the Installation, assemble it at the relevant Site and prepare it for use, at a date that will be determined by the Company. Thereafter, the Company may dismantle the Installation using the winner and transfer it to another Site pursuant to its needs and discretion.
- 1.8. The winner will be further required to deliver to the representatives of the Company as it may designate full and comprehensive training as well as detailed technical materials in the matter of assembly, installation and dismantling as well as instructions in the matter of ongoing operation and maintenance of the Installation.
- 1.9. In addition, the Company wishes to receive another price proposal for the additional assembly and dismantling services pursuant to the call of the Company at sites that will be determined by it and in sizes and functions according to its needs. If any taxation applies in Israel on providing such services such taxation will apply to the supplier and will be deducted from the payment due to it pursuant to applicable law.
- 1.10. In addition, the winner in the tender will supply a warranty for the air supported structures (membrane) for a period of not less than ten years from the installation date and in addition the winner in the tender will provide a warranty for the electro-mechanical systems of the Installation for a period of not less than three years from the installation date. The winner will provide a separate price proposal for an extended warranty period.

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- 1.11. The winner in the tender is responsible to make all the coordination in anything pertaining to the installation and dismantling works with the various agents.
- 1.12. It is hereby clarified that the Company does not provide any exclusivity to the winner to carry out the works, including the dismantling and reassembly, and it reserves the entire rights pursuant to applicable law to carry out the works by itself and/or using others, all pursuant to its absolute discretion.
- 1.13. In consideration for the execution of all the obligations of the winner the winner will be entitled to the consideration that it proposed in the framework of the tender in the terms and conditions of the agreement.

## **2. Threshold Requirements**

Eligible to participate in the tender are corporations incorporated in Israel and/or corporations incorporated abroad that comply with the following cumulative requirements:

- 2.1. Constructed and installed at least 5 air-supported structures that may be dismantled and reassembled in Israel and/or abroad within five (5) years preceding the publication date of the tender.

**To prove its compliance with this threshold requirement the participant will provide details of its experience in the framework of Document A(1).**

**In addition, to prove its compliance with the threshold requirements set forth in this section the participant will attach a certificate issued by the service recipient (the location wherein the installation was installed) in the form of Document A(2).**

- 2.2. Has a financial business turnover (revenues not including VAT) during 2015, 2016, 2017 in the amount of at least 2 million NIS per year in the field of supply and installation of air supported structures.

**To prove its compliance with this threshold requirement the participant will provide a CPS certificate in the form of Document A(3).**

- 2.3. Has submitted a bank guarantee, in the original, in the amount of 50,000 NIS (fifty thousand new Israeli shekels) pursuant to the provisions of section 4.9 below to secure its proposal in the tender.

**The participant will submit the guarantee in the original as set forth in section 4.9 below.**

- 2.4. It is hereby clarified that a participant that is a corporation incorporated abroad (hereinafter: a “**Foreign Corporation**”) will be required to comply with all the threshold requirements set forth above. It is clarified that a Foreign Corporation **may**

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present in the framework of its proposal a cooperation agreement with a corporation incorporated in Israel (hereinafter: An “Israeli Corporation”), and a letter of authorization to the Israeli Corporation to carry out on behalf of the Foreign Corporation the assembly and dismantling of the Installation including reassembly and re-dismantling. Nevertheless, it is clarified that the engagement agreement by virtue of this tender will be signed between the Company and the Foreign Corporation and the Foreign Corporation will be liable for all the duties set forth in the tender documents and the agreement by virtue of the tender.

### 3. **A Proposal by a Participant**

- 3.1. The proposal will be submitted by one legal entity only (the bidder will be called herein above and below: the “**Participant**” or the “**Bidder**”) whereby all the documents and the certificates required in the tender including the bank guarantee will be in the name of the Participant in the tender only.
- 3.2. The proposal of the Participant will be submitted only using the proposal submission form that constitutes an integral part of this tender and that will be filled out in full pursuant to the terms and conditions set forth therein. It is clarified that the financial proposal form (Document B1) must be submitted in two duly signed copies.
- 3.3. In addition, and as set forth above, the Participants in the tender will submit technical specifications of the Installation with emphasis on the method of the multiple assembly and dismantling, measurements, weight, accessories, durability of materials and any other technical information and pursuant to **Appendix C** to the agreement, including the following details:
  - 3.3.1. Work plans, positioning and erection plans, deployment of equipment and details of execution.
  - 3.3.2. Details of the timetables required for supply, transport and assembly of the Installation from the moment of demand of the Company.
  - 3.3.3. Details of the timetables required for dismantling the Installation from the moment of demand of the Company.
  - 3.3.4. Details of certificates, permits and approvals as to the compliance of the equipment proposed by the Bidder with the quality standards set forth for each item set forth in the bill of quantities (**Appendix C** to the agreement)
  - 3.3.5. Any such information will be delivered pursuant to the requirements of Israeli standards and the technical appendix including special reference to the construction, safety and accessibility appendix.

The technical specifications set forth above will be used by the Company to assess the Installation and its compliance with its needs and that will be attached as **Appendix D** to the agreement.

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- 3.4. The Participant will fill out the bill of quantities attached in the framework of **Appendix C** to the agreement (**Document C**). It is emphasized that the Bidder will fill out the prices for all the items set forth in the bill of quantities and that if the Bidder does not specify a price next to any section or sections in the proposal such price or prices will be deemed included in the other sections of the proposal and the Bidder undertakes to execute the provisions of such sections without additional consideration, or, pursuant to its absolute discretion, the Company may disqualify its proposal.
- 3.5. **Fill out the final and full price proposal, to which VAT pursuant to applicable law will be added, in the framework of Document B1, pursuant to the grand total of the bill of quantities of the proposal of the Bidder (Appendix C to the agreement) and pursuant to the instructions set forth in Document B1. In the event of contradiction between the two, the price proposal attached to Document B1 will govern, and the prices set forth in the bill of quantities will be modified relative to the grand total of the proposal in Document B1.**
- 3.6. The proposal of the Participant will include all the services and works in their entirety including all the materials and/or the equipment required to carry out the works and all the expenses and profit including taxes, depreciation, levies, transport, storage of equipment and so forth that may be required to execute the works.
- 3.7. Any modification or addendum to the tender documents or any reservation pertaining to them, by way of addition in the documents or by way of a side-letter or otherwise may bring about a disqualification of the proposal and in any event the form prepared by the Company will be binding without any modification or addition or reservation.
- 3.8. The authorized signatories of the Participant will sign all the tender documents, including the proposal of the Participant, the engagement agreement, its appendices, in the designated place and in addition on the margin of each page.

#### **4. The Proposal Documents**

A participant that is **a corporation incorporated in Israel** will attach to its proposal all the documents set forth below:

- 4.1. All the tender documents signed by it, with minutes of the meeting of Bidders and the notices to the Participants (if any were made / sent by the Company) signed by it (whereby each page margin is signed by the Participant).
- 4.2. All the documents set forth in section 3 above.
- 4.3. All the approvals required pursuant to the Public Bodies Transactions Law, 5936 - 1976, that is to say:

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- 4.3.1. An assessment officer, CPA or tax advisor certificate in force, or a copy thereof, attesting that it is keeping its books of accounts and the records that it must keep pursuant to the Income Tax Ordinance and the VAT Law, 5937 - 1976 (hereinafter the VAT Law), or that it is exempted from keeping them and that it regularly reports to the assessment officer on its income and reports to the director on transactions to which the VAT Law applies.
- 4.3.2. An affidavit in the matter of compliance with labor law - a condition for a transaction with a public body, in the form of **Appendix A(4)**.
- 4.4. A copy of the authorized dealer certificate or a certificate issued by the tax authorities of it being an authorized dealer (in the event of a Participant reporting under a unification file a certificate of the tax authorities as to the Participant being included in the unified file of the dealer, pertaining to which such certificate was issued and attached to the proposal, will be attached).
- 4.5. A certificate in force on withholding of income tax in the source, in the name of the participant.
- 4.6. A copy certified by an advocate as a “true copy” of the incorporation certificate of the Participant.
- 4.7. An updated printout of the Participant’s data in the books of the Corporations Registrar relevant to the type of corporation of the Participant (charges details are not required).
- 4.8. Advocate or CPA certificate confirming that the Participant is a registered corporation and that the signature on the tender documents are those of the authorized signatories on behalf of the Participant and are binding upon the Participant for all intents and purposes and that the above mentioned authorized signatories have been authorized to bind the Participant and to sign in its name any additional or other document that may be required for the purposes of this tender and to carry it out (on the margin of the declaration form (**Document B**) or in a separate document).
- 4.9. An autonomous guarantee in the **original** that was issued by a bank in Israel or by an Israeli insurance company with a license to engage in insurance in Israel pursuant to the Insurance Business Supervision Law, 5941 - 1981 at the request of the Participating in the tender, to the order of the Company on the form of **Document A(2)** in the amount of **50,000 NIS** (fifty thousand new Israeli shekels), in force until October 3<sup>rd</sup>, 2018, exactly, to secure its proposal in the tender.

It is clarified that:

The tenders committee may require the extension of the guarantee for another term and the Bidder will extend the guarantee pursuant to such requirement. Not extending

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the guarantee pursuant to such requirement will be cause, in itself, to disqualify the proposal of the Participant.

The tenders committee may disqualify a proposal which includes a guarantee which does not comply with the terms and conditions of this tender.

The tenders committee and/or the Company may call the forfeiture of the guarantee, in whole or in part, in the following cases:

- 4.9.1. If the Participant retracts its proposal after the last date to submit proposals in any manner whatsoever.
- 4.9.2. If the Participant acted in trickery or in bad faith during the tender proceedings.
- 4.9.3. If the Participant provided false or materially inaccurate information to the tenders committee.
- 4.9.4. If after the winner is elected the winner in the tender it does not act pursuant to the provisions set forth in the tender constituting a condition precedent to the engagement.
- 4.9.5. If the winning Participant does not sign the engagement agreement within 14 days of the date of declaration of its winning in the tender.

All without derogating from the entitlement of the Company to compensation for any damage and/or loss that will be caused to it by such actions. For the removal of doubt it is emphasized that a personal check and/or a guarantee business check will not be accepted as guarantee.

A Participant that did not win will be returned its guarantee after the engagement with the winner in the tender by registered mail to the address noted by the Bidder in the margin of its proposal.

4.10. It is clarified that a **Foreign Corporation** as defined above will be required to provide the documents included in sections 4.1, 4.2, 4.6, 4.8, 4.9 only, as well as the documents set forth below:

- 4.10.1. A CPA certificate that the Bidder is operating pursuant to tax law in the country of origin.
- 4.10.2. A CPA certificate that the Bidder is authorized and able to issue valid invoices to the benefit of the tax and customs authority in Israel including for the goods and services in the framework of this tender.

It is clarified that all the documents set forth above will be submitted in the original language as well as translated into the English.

4.11. It is clarified that a Foreign Corporation cooperating with an Israeli Corporation pursuant to the provisions of section 2.5 above, will be required to provide the

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documents set forth in section 4.10 above, in the name of the Foreign Corporation, and in addition all the documents set forth above in the name of the Israeli Corporation.

- 4.12. If the Bidder does not attach to its proposal any of the documents set forth above, the Company may, for this reason only and pursuant to its exclusive and absolute discretion, disqualify the proposal of the Bidder or alternatively to request that it add and/or complete and/or amend and/or clarify any of the documents in its proposal and/or the data set forth in it and in addition the Company may disregard immaterial defects pursuant to its absolute discretion.
- 4.13. Without derogating from the general nature of the above, for the purpose of clarifying the proposals the Company may require the Bidder to provide details and/or clarify and/or add documents to the documents that it attached to its proposal as set forth above and the Bidder undertakes to cooperate with the Company and/or anyone on its behalf that handles the assessment of the proposals and to provide any documents that they may require, as afore mentioned.

## **5. Manner and date of submitting the proposal**

- 5.1. The proposal will be submitted by one legal entity only and all the documents required under the tender including the bank guarantee (and other attached documents) will be in the name of the Participant in the tender only unless otherwise expressly provided.
- 5.2. The submitting entity will be called herein above and below: the “**Participant**” or the “**Bidder**”) and will submit its proposal in two copies and in the Hebrew, whereby all the documents and the certificates required in the tender including the bank guarantee will be in the name of the Participant in the tender only.
- 5.3. Proposals including the details set forth in the tender requirements will be submitted in the tender envelope, sealed and marked to show tender 10/2018 (without any other identifiable details).
- 5.4. The tender envelope will be deposited in the tenders box at the offices of the Company until **July 3<sup>rd</sup>. 2018**, at **12:00 PM** sharp. A proposal submitted after such last date will not be opened (other than for the purpose of identification of the Participant to return the envelope to it) and will not be assessed at all.  
It is clarified that Foreign Corporations may submit their proposals by courier but must verify that their proposals have been submitted until the last date to submit proposals as set forth above.
- 5.5. The Bidder will submit its proposal in the original file of the tender documents, without making any amendment, modification, addition or reservation whatsoever

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and will attach to its proposal all the documents that it must attach as set forth above.

If the Bidder modifies, amends or inserts a reservation of any kind or nature whatsoever in the tender documents (other than completing the details that it is required to provide in its proposal) the Company may, for this reason only, disqualify the proposal or, pursuant to its absolute discretion, request the Bidder to amend its proposal or to deem its proposal as filed without such reservation. In any event (even if the Company does not comment on such modifications) the form of the tender documents prepared by the Company and delivered to the Bidders will be binding upon the parties.

- 5.6. It is emphasized hereby, that the price proposals will not include VAT. VAT, at the legal rate upon the relevant date, will be added and paid against an Israeli tax invoice or an import list pursuant to applicable law.
- 5.7. It is hereby clarified and emphasized that the proposal of the Bidder includes all the expenses of the Bidder, be it special or regular, of any kind or nature whatsoever involved in the supply of the goods pursuant to the terms of the tender, including personnel, equipment, vehicles, insurance policies, engagement with subcontractors, full warranty and service pursuant to the provisions of the agreement and so forth, excluding VAT.
- 5.8. Sending the proposal by mail or submitting it in any way other than putting the proposal envelope in the tenders box does not comply with the requirements of the tender and a proposal that will not be found for any reason whatsoever in the tenders box when it is opened will not be included in the proposals participating in the tender.
- 5.9. The Company may extend the date to submit proposals by written notice to the Participants.
- 5.10. Each proposal will remain in force for the period of 120 (one hundred and twenty) days of the last date to submit the proposals in the tender. The Company may require the extension of validity of the proposal for an additional period of 120 (one hundred and twenty days) and the Bidder is under obligation to act pursuant to such requirement.
- 5.11. By submitting the proposal the Participant agrees to all the terms and conditions of the tender and to all the provisions set forth in the tender documents including all the terms and conditions of the engagement agreement.

## **6. Expenses of the Tender**

- 6.1. All expenses of any kind and nature whatsoever involved in preparing the proposal in the tender and in participating in the tender including all the expenses involved in

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issuing the guarantees required by the tender documents will apply to the Participant.

## **7. Bidders Meeting, Clarifications and Modifications**

- 7.1. The Participants may request clarifications from the Company in writing addressed to Mrs. Sharon Shalev Dahan at the email address: [SHSHARON@jerusalem.muni.il](mailto:SHSHARON@jerusalem.muni.il) until **June 24<sup>th</sup>, 2018**, at **12:00** PM.

Clarifications must be submitted in WORD file only, in the format below:

No.	The document or appendix the clarification refer to	The relevant clause	The question/ clarification

- 7.2. The Company may schedule meetings and tours upon its initiative and discretion to a group or to individual participants, it is clarified that this entitlement of the Company to schedule meetings / tours does not obligate it to carry out such meetings / tours.
- 7.3. Any explanation, interpretation or response provided verbally will not have any validity whatsoever. Only responses in writing will be binding upon the Company.
- 7.4. The Company may at any time prior to the last date to submit proposals in the tender may make modifications and amendments to the tender documents by its own initiative or in response to the inquiries of the participants. No modifications, clarifications and amendments will be valid unless delivered to the Participants in writing and in such event such modifications, clarifications and amendments will constitute an integral part of the terms and conditions of the tender. Modifications, clarifications and amendments will be delivered to the participants by way of fax or email pursuant to the details that they will provide.

## **8. Reservation of rights**

- 8.1. All the rights in the tender documents are reserved to the Company and the Participants in the tender may not make any use of such documents other than for the purpose of preparing the submitting a proposal in this tender.
- 8.2. The Company may enforce the Participants that will be determined as winners to fulfill the terms and conditions of their proposal in the tender pursuant to the terms and conditions of the agreement.

## **9. Inspection of the proposals**

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9.1. Inspection of the proposals will be carried out in two stages as set forth below:

9.1.1. **Stage A** - inspection for completeness of the proposal of the bidder and its compliance with the threshold requirements. Participants the proposal of which is found to be complete and that comply with the threshold requirements will pass through to stage B of the tender.

9.1.2. Stage B - classification of the proposals of the the Participants to the various compounds and scoring the proposals of the Participants by the inspection committee that will be appointed by the tenders committee pursuant to the parameters below (it is clarified that the scoring below will be calculated separately for each compound):

<b>Subject</b>	<b>The maximum score</b>	<b>Manner of inspection of the score</b>
Experience of the Bidder in assembly of air supported structures that may be dismantled and reassembled in Israel and/or abroad.	20	For each additional covered air installation installed by the Bidder, beyond the five (5) installations required pursuant to the threshold requirements set forth in section 2.1 the Participant will be awarded 2 points up to the 20 possible points.
Scoring of the proposed installation and its compliance with the terms and conditions of the tender and the needs and requirements of the Company, pursuant to the technical specifications attached by such Bidder as set forth in section 3.3 above.	30	The tender committee will inspect the installation proposed by the Bidder and in suitability to the needs of the Company for the multiple use that the Company plans to make of it and the weather conditions and terrain conditions in the city, all pursuant to the technical specifications that the Bidder will attach to its proposal. In the inspection and scoring of the technical solution proposed by the Bidder, the committee may be assisted by a professional consultant for that purpose as well as to summon the Participant to clarify and/or require additional documents and clarifications.
Timetables for assembly of the first Installation	10	The tenders committee will inspect the timetables set forth in the proposal of the Bidder pursuant to the provisions of section 3.1 above, in relation to the time required to transport, supply and assemble the Installation for the first time, all pursuant to the needs of the Company. In the inspection and scoring of this section proposed by the Bidder, the committee may be assisted by a

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		professional consultant for that purpose as well as to summon the Participant to clarify and/or require additional documents and clarifications.
	15	<p>The Bidder will present a price proposal in relation to the supply and initial use of the Installation (the shell / membrane), that will include all the costs of the Company for transport and supply of the Installation and <b><u>the assembly of the entire Installation</u></b> upon the demand of the Company (pursuant to sections 1.001 and 1.012 of the bill of quantities (<b><u>Appendix C</u></b> to the agreement (<b><u>Document C</u></b>)).</p> <p>The price proposal will be per square meter of shell / membrane, and will include all the expenses of the Bidder as set forth above, <u>except for the electro-mechanical systems</u>.</p> <p>The price proposal will form part of <b><u>Document B1</u></b>, and the scoring of this component in the price proposal will be calculated pursuant to the provisions of <b><u>Document B1</u></b>.</p> <p><b>The lowest price proposal for this component will award the Bidder the maximum score and the other Participants will be scored relative to it.</b></p>
A price proposal to supply the electro-mechanical systems pursuant to the terms and conditions of the tender and the agreement.	20	<p>The Bidder will present a price proposal in relation to the purchase of the electro-mechanical systems set forth in sections 1.001 - 1.002 of the bill of quantities (<b><u>Appendix C</u></b> to the Agreement (<b><u>Document C</u></b>)), that will include all the costs of the Company for the transport and supply of the systems.</p> <p>It is clarified that the cost of assembly of the systems will be included in the framework of the cost of such Installation.</p> <p>The Company may order any quantity of components of the electro-mechanical systems.</p> <p><b>The lowest price proposal for this component will award the Bidder the maximum score and the other Participants will be scored relative to it.</b></p>
A price proposal to dismantle the Installation (including all its parts), transport and reassembly at another Site.	5	<p>The Bidder will present a price proposal in relation to additional services that include all the costs of the Company for dismantling the Installation (including all its parts, including the electro-mechanical systems installed in the Installation), transporting it to a location that will be determined by the Company upon its demand and reassembling it at another location.</p>

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		<p><b>The lowest price proposal for this component will award the Bidder the maximum score and the other Participants will be scored relative to it.</b></p>
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- 9.2. Notwithstanding the above, the tenders committee does not undertake to elect the cheapest proposal or any proposal as the winning proposal. In addition the tenders committee may stipulate that winning is subject to additional terms and conditions, without having to provide arguments, and in addition the tenders committee may not elect a proposal in full or select parts of each proposal and in addition the tenders committee may decide to accept several appropriate proposals and enter into engagements with a number of Participants, each of which will supply only part of the goods as set forth in the proposal. It is expressly clarified hereby that a Participant will not have any demand - financial or otherwise - against the Company in connection with all of the above and/or for not accepting the proposal or canceling the tender.
- 9.3. Without derogating from the general nature of the above, the tenders committee may not discuss the proposal of a Participant or disqualify it if it has reasonable apprehension that it acted in bad faith and/or in an extraordinary way during the tender proceedings, or that its intention was to deceive the committee by errors intentionally made by it or by unfair trickery, or that its proposal is based upon a misconception of the subject matter of the tender or upon erroneous assumptions or if the prices set forth in the proposal are unreasonable.
- 9.4. The tenders committee (or anyone on its behalf) may, pursuant to its discretion, discuss with the Participants the details of their proposal, demand from the participants to provide additional details and/or additional clarifications to its full satisfaction even after the proposals have been opened in order to inspect the Bidder and its proposals in the framework of its consideration as set forth above, including balance sheets, VAT statements and deductions statements, and to request the Participants that submitted proposals that were found to be suitable, be it a single participant or several participants (including part of the Participants only), to amend or improve their proposals, be it verbally or in writing, be it for a certain stage or a number of stages, be it prior to electing the winner or thereafter, and in addition to request a demonstration in fact of the capabilities of the system or an inspection of the system itself by the tenders committee (or anyone on its behalf). The proceedings of the meeting and the list of Participants that will attend the meeting will be determined by the tenders committee.
- 9.5. Even after the winner is determined, the tenders committee may negotiate with it to amend and improve its proposal.

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- 9.6. For the removal of doubt, this power of the tenders committee does not obligate the tenders committee to conduct such negotiations, to allow a Participant to make reservations in any way whatsoever to the provisions of the tender documents or to allow a participant to retract anything in its proposal.
- 9.7. Not submitting a price proposal and/or not filling out the appropriate places and/or any modification or addition in the tender documents or any reservation in relation thereto, be it by way of modification or addition in the body of the documents or in a side letter and/or in any other way may bring about the disqualification of the proposals and/or its completion by the tenders committee and/or to any other result or action as the tenders committee may determine.
- 9.8. Not submitting a document or documents that must be submitted pursuant to the requirements of this tender may cause the disqualification of the proposal or a demand to complete then and/or any other result or action as the tenders committee may determine.
- 9.9. The tenders committee may disregard a proposal that is unreasonable in terms of pricing as compared to the essence of the proposal and its terms, or due to lack of detailed reference to a section of the sections of the tender that in the opinion of the tenders committee prevents assessing such proposal properly.
- 9.10. The tenders committee may take into account in its considerations in electing the proposals the reliability experience and capability of the Bidder to carry out the proposed contract and the pasts experience of the Company with the Bidder.

## **10. Notice of winning and the engagement**

- 10.1. Upon the election of the winner in the tender it will be notified in writing to that effect.
- 10.2. The Bidder that will be determined the winner in the tender undertakes to provide within 7 days the performance bond as set forth in the agreement and to deliver to the Company the certificate of insurances as set forth in the agreement.
- 10.3. A Bidder the proposal of which is not accepted will receive notice in writing to that effect and the bank guarantee that was issued by it in connection with its participation in the tender will be returned to it.
- 10.4. If the winner does not fulfill all its obligation as set forth in section 10.2 above within the period set forth therein and including if it did not provide one or more of the documents that it must provide in view of its win and/or if it retracted its proposal, the Company may cancel the winning of the winner in the tender, and forfeit the guarantee that was submitted by the winner as attached to its proposal as liquidated

Signature and stamp: \_\_\_\_\_



damages without derogating from any additional right and/or relief that it may have in view of such violation of the obligations of the winner. In addition the Company may in such event order the goods from any other Bidder, all without derogating from any relief or remedy it may be entitled to pursuant to the tender and/or pursuant to applicable law.

10.5. Without derogating from the above, if the winner does not fulfill any of its obligations pursuant to such win and the Company pursuant to its absolute discretion decides not to cancel the win, the Company will be entitled to an amount of 1,000 NIS (a thousand New Israeli Shekels) as liquidated damages for each day of delay from the end of the date set forth in section 10.2 above and the date of fulfillment of the obligations of the winner or the date that all the approvals are provided.

## **11. Budget approval**

11.1. It is hereby clarified that determining the winner in the tender is subject to the approval of the budget by the competent agents in the Company and if the proposal is higher than the budget of the Company for the tender, the Company may cancel the tender.

11.2. In addition, the Company may, pursuant to its absolute discretion, order some of the goods and/or order them in stages, or reduce their scope to the scope of the appropriate and approved budget, all pursuant to the approved budget and the results of the tender.

11.3. The bidder and/or anyone on its behalf will not have any claims and/or demands of any kind or nature whatsoever against the Company for the use of the Company of such rights.

## **12. Cancellation of the tender**

12.1. The Company may reduce the scope of the tender or cancel it, in whole or in part, or issue a new tender for any reason whatsoever, including in the event that the proposals obtained are unreasonable or do not comply with the threshold requirements or as a result of an unexpected disruption of the timetables, budgetary constraints and so forth.

12.2. In addition to the above and to the provisions of applicable law, it is clarified hereby that the Company may - but is no under obligation - cancel this tender in each one of the following cases:

12.2.1. The proposals submitted are materially lower or higher in price or at an unreasonable price from the one professionally assessed and/or the prices that

Signature and stamp: \_\_\_\_\_

seem to the Company to be fair and reasonable for the services and the supply of the Installation the subject of the tender.

12.2.2. If the tender publisher discovers, after the tender documents are published and/or in view of the clarification inquiries and/or after the proposals are opened that an error was made in the specifications or the requirements set forth in the documents, or that material data / requirements were omitted from the agreement and/or its appendices, or that these were based upon erroneous or incomplete data.

12.2.3. There is reasonable reason to assume that the Bidders, or some of them, coordinated the price proposals and/or acted in an attempt to create a restrictive arrangement.

12.3. If the Company decides to cancel the tender the Bidders in the tender and/or anyone that purchased the tender documents will not have any claim and/or demand against the Company and/or anyone on its behalf.

### **13. General Provisions**

13.1. If the Company discovers, through the Bidder or otherwise, that a declaration made by the Bidder or another representation made by the Bidder to the Company in the framework of its proposal is incorrect, incomplete or inaccurate, the Company may disqualify the proposal, forfeit the guarantee that it holds, and if it elects the proposal as the winning proposal - to cancel the win.

13.2. The tender documents are the intellectual property of the Company that are delivered to the bidders for the purpose of submitting a proposal only. These documents may not be used for any other purpose than the preparation and/or submission of the proposal.

13.3. The competent courts in Jerusalem will have exclusive jurisdiction in any matters and issues arising from or related to this tender.

\_\_\_\_\_  
Zion Turgeman, CEO

Signature and stamp: \_\_\_\_\_

**Details of the participant and compliance with the threshold requirements**

**1. Details of the participant**

- 1.1. Participants Name: \_\_\_\_\_
- 1.2. Identification number: \_\_\_\_\_
- 1.3. Participant address (including zip code): \_\_\_\_\_
- 1.4. Name of contact person for the participant: \_\_\_\_\_
- 1.5. Position of contact person: \_\_\_\_\_
- 1.6. Telephones: \_\_\_\_\_
- 1.7. Fax: \_\_\_\_\_
- 1.8. Email: \_\_\_\_\_

**2. Experience - compliance with the threshold requirements set forth in section 2.1**

**Constructed and installed at least 5 air-supported structures that may be dismantled and reassembled in Israel and/or abroad within five (5) years preceding the publication date of the tender.**

<b>Name of the body to which the installation was supplied</b>	<b>Location of installation of the installation</b>	<b>Name and position of contact person</b>	<b>Telephone number</b>	<b>Date of installation of the installation (month and year)</b>	<b>Type of installation and details on its ability to be dismantled and reassembled</b>

Signature and stamp: \_\_\_\_\_


\* provide details of additional experience in the table above, for the purpose of the quality score pursuant to section 9.1.2

<b>Name of the body to which the installation was supplied</b>	<b>Location of installation of the installation</b>	<b>Name and position of contact person</b>	<b>Telephone number</b>	<b>Date of installation of the installation (month and year)</b>	<b>Type of installation and details on its ability to be dismantled and reassembled</b>

\* provide details of additional experience in the table above, for the purpose of the quality score pursuant to section 9.1.2

Signature and stamp: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Signatures and stamp of the Participant: \_\_\_\_\_

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

Attorney certificate

I certify that the above signatures are the signatures of \_\_\_\_\_, that may sign and undertake pursuant to applicable law on behalf of \_\_\_\_\_ [participant] and that their signatures with the stamp of the company bind the participant for all intents and purposes.

\_\_\_\_\_  
Date                      advocate

Signature and stamp: \_\_\_\_\_

To

Ariel - Municipal Company For Sport, Culture And Leisure Management In Jerusalem Ltd.

**Re: Certificate of receiving supply and installation services of an air supported structure that may be dismantled and reassembled**

I, the undersigned, \_\_\_\_\_ serving as \_\_\_\_\_ with \_\_\_\_\_ (hereinafter: The “**Services Recipient**”) certify hereby that \_\_\_\_\_ company number \_\_\_\_\_ (hereinafter: the “**Participant**”) provided to the Services Recipient supply and installation services of an air supported structure that may be dismantled and reassembled.

The monetary scope of the services as paid by the Services Recipient to the Participant:  
\_\_\_\_\_ NIS.

The Works Execution Date: \_\_\_\_\_

\_\_\_\_\_  
Signature and seal

**\*\* The certificate will be provided on the logo stationery of the Services Recipient.**

Signature and stamp: \_\_\_\_\_

To \_\_\_\_\_  
(Participant)

Re: **Certificate on financial turnover during 2015-2017**

Upon your request and as CPAs of your company we hereby certify as follows:

- a. We serve as CPAs of your company since \_\_\_\_\_.
- b. The audited / reviewed financial statements of your company as of \_\_\_\_\_ (or alternatively as of \_\_\_\_\_ and as of \_\_\_\_\_) (1) were audited / reviewed (respectively) by our office.

**Alternatively:**

The audited / reviewed financial statements of your company as of \_\_\_\_\_ (1) were audited by other CPAs.

- c. The opinion / review report provided to the audited / reviewed financial statements (respectively) as of \_\_\_\_\_ (1) does not include any reservation and/or alert or any other deviation from the standard form (2).

**Alternatively:**

The opinion / review report provided to the audited / reviewed financial statements (respectively) as of \_\_\_\_\_ (1) includes deviation from the standard from however such deviation does not impact the information set forth in section d. below

**Alternatively:**

The opinion / review report provided to the audited / reviewed financial statements (respectively) as of \_\_\_\_\_ (1) includes deviation from the standard from however such deviation does impact the information set forth in section d. below

- d. Pursuant to said audited / reviewed financial statements as of \_\_\_\_\_ (1) the financial turnover of your company for each of the years 2015, 2016, 2017 arising from supply and installation of air supported structures is higher than / equal to 2 million New Israeli Shekels.

Sincerely,

\_\_\_\_\_  
Certified Public  
Accountants

- 1. The dates will be noted pursuant to the requirements set forth in the Tender Documents.
- 2. For the purposes of this letter the opinions that include additions as set forth in the examples in Accounting Standard 99 will be deemed an opinion without deviation from the standard form.

Notes:

- This reporting form was determined by a joint committee of the governmental procurement administration and the Institute of Certified Public Accountants in Israel - August 2009.

Will be printed on a logo stationary of the CPA office.

Signature and stamp: \_\_\_\_\_





**Form of affidavit as to compliance with labor law - a condition for  
engagement with a public body**

I, the undersigned \_\_\_\_\_, identity card number \_\_\_\_\_ After being duly warned to tell the truth and that I may face penalties under applicable law if I do not do so, hereby declare as follows:

1. I provide this affidavit on behalf of \_\_\_\_\_ identification number \_\_\_\_\_ (hereinafter - the “**Body**”) which is the body wishing to submit a proposal in tender 10/2018 of the Ariel Municipal Company. I hereby declare that I am authorized to provide this affidavit in the name of the Body.
  
2. In this affidavit, the meaning of the terms “**Affiliate**”; “**Offense**”; “**Conviction**” and “**Engagement Date**” is as such terms are defined in section 2B(a) of the Public Bodies Transactions Law, 5936 - 1976 (hereinafter - the “**Law**”), under the heading “compliance with labor law - terms of engagement with a public body”. I certify that I was explained the meaning of these terms and that I understand them.
  
3. I hereby declare that the Body and its affiliate<sup>1</sup>:
  - Were **not** convicted in more than two offenses or were convicted in more than two offenses however upon the engagement date at least three years have passed from the date of the last conviction.
  
  - Were convicted in more than two offenses during the last three years preceding the engagement date. (Enclosed are details of the convictions including their nature and dates).
  
4. I further declare that the Body or its affiliate<sup>2</sup>:
  - No** monetary sanctions have been imposed for more than six violations that constitute an offense in the last three years preceding the engagement date.
  
  - Monetary sanctions have been imposed for more than six violations that constitute an offense in the last three years preceding the engagement date. (Enclosed are details of the sanctions including their nature and dates).
  
5. This is my name, this is my signature and the content of my affidavit is true.

<sup>1</sup> Tick off one of the options in the section.

<sup>2</sup> Tick off one of the options in the section.

Signature and stamp: \_\_\_\_\_

\_\_\_\_\_  
(signature of declarant)

**Certificate**

I hereby certify that on \_\_\_\_\_, appeared before me, \_\_\_\_\_ advocate license number \_\_\_\_\_, with my office at \_\_\_\_\_, Mr. / Mrs. \_\_\_\_\_ who is personally known to me, and after I warned him/her that it must declare the truth and that if he/she does not do so he/she will be subject to penalties pursuant to applicable law confirm the correctness of his affidavit above and signed it before me.

\_\_\_\_\_  
stamp

Advocate signature +

Signature and stamp: \_\_\_\_\_

Bank guarantee form

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

To

Ariel - Municipal Company For Sport, Culture And Leisure Management In Jerusalem Ltd.

Re: **Bank guarantee number** \_\_\_\_\_

Pursuant to the request of \_\_\_\_\_ identity number \_\_\_\_\_ (hereinafter: The "**Participant**"), we hereby guarantee to you the discharge of any amount up to 50,000 NIS (fifty thousand New Israeli Shekels) (hereinafter: The "**Guarantee Amount**") to secure its proposal in tender no. 10/2018 that you published.

We undertake to pay to you any amount or amounts up to the Guarantee Amount within 14 days of your first demand in writing delivered to us without you having any duty to establish or provide arguments to your demand in any proceeding whatsoever or in any manner whatsoever, or to first demand such amount from the Participant in a lawsuit or any other way, and without claiming against you any claim of defense that the Participant might have in connection with any liability whatsoever to you.

You may demand of us to pay such amount in on-time or in a number of demands each of which refers to part of the above mentioned amount only provided that the total amount of your demands does not exceed the above mentioned total amount.

This guarantee is irrevocable and independent and cannot be canceled and will remain in force through October 3<sup>rd</sup>, 2018.

This guarantee is not transferable or assignable in any way whatsoever.

A demand by fax and/or email message and/or telegram will not be deemed a demand in the matter of this letter of guarantee.

Date: \_\_\_\_\_ Bank / insurance company: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_

Tender No. 10/2018  
Document B  
**Participant Declaration**

To

Ariel Municipal Company For Sport, Culture And Leisure Management In Jerusalem Ltd. (hereinafter:  
(the "Company"))

Dear Sir, Madame,

**Participant Declaration - Tender no. 10/2018**

We the undersigned after carefully reading and examining the tender documents declare and undertake hereby as follows:

1. We have carefully read and examined and we agree to everything set forth in the tender documents
2. We have investigated all the conditions and circumstances relating to carrying out all our obligations pursuant to the tender documents, the laws, requirements and procedures of all the competent authorities, and any other agent the approval of which is required for the purpose of fulfilling our obligations pursuant to the tender documents as well as all the agents that affect or that may affect our proposal. In addition we confirm that determining the consideration in our proposal was made taking into consideration all the data mentioned above and that we do not have and will not have any claim or demand in connection with the above mentioned and/or with our proposal.
3. We have submitted our proposal pursuant to the provisions of the tender documents and relying upon the investigations that we have carried out. We have all the information that we may require and we agree to all that is set forth in the tender documents and we will not present any claims or demands based upon lack of knowledge and/or misunderstanding and we waive in advance any such claims.
4. We undertake that during the engagement period will comply with all the provisions of applicable law and/or the guidelines of the competent authorities in Israel such may be from time to time without any additional consideration.
5. We comply with all the terms and conditions required pursuant to the tender documents and we undertake to carry out the works and the services the subject of the tender.
6. This offer is submitted without any regard to or coordination with the other participants.
7. We have all the technical and professional means, the personnel and all the equipment

Signature and stamp: \_\_\_\_\_

that are required and appropriate to carry out and compete all the works and to carry out the services upon the dates set forth in the tender documents, and we undertake to do so if we win the tender.

8. We familiar with all the laws referring to the works and services the subject of the tender.
9. **Relying upon all that is set forth above and below in all the tender documents, we propose to supply and install the air supported installation and/or a number of installations as well as if need be to dismantle them and to reassemble them pursuant to the requirements of the Company, as set forth in our proposal and pursuant to the tender documents and to the agreement in consideration for the prices set forth in our proposal attached hereto as Document B1 below.**
10. This proposal is irrevocable and cannot be canceled or changed and will remain valid for 120 (one hundred and twenty) days from the last date to submit proposals in the tender. We know that the Company may require to extend the validity term of the proposal by additional 120 (one hundred and twenty) days and that if we do not extend our proposal when required to do so our proposal will be disqualified all without derogating from any other relief or remedy to which the Company is entitled pursuant to the tender and/or pursuant to applicable law.
11. We agree that you will be entitled but not under obligation to deem our proposal an irrevocable proposal as set forth in section 3 of the Law of Contracts (general part), 5933 - 1973 and by your acceptance of it a binding agreement will be entered into between us.
12. As guarantee for the fulfillment of this proposal and our obligations we deliver to you a bank guarantee, as required pursuant to the tender documents.
13. If our proposal is accepted we undertake that within the time period that will be determined in the notice of the Company of the win, we will sign all the documents and deposit with the Company a letter of guarantee and a certificate of insurances all as required pursuant to the tender documents as in addition we will commence to carry out the works upon the date as the Company may direct us.
14. If for any reason whatsoever we do not fulfill our obligations we agree that the guarantee that we delivered to you with our proposal in the tender will be called for collection by the Company and the guarantee amount will be forfeited by it as pre-assessed liquidated damages.
15. Our proposal is within the purposes and powers set forth in the documents of the Participant in the name of which the proposal is made, we are entitled to sign this proposal in the name of the Participant, our signature is binding upon the Participant and there is

Signature and stamp: \_\_\_\_\_

no prevention pursuant to applicable law or any agreement to our signing this proposal.

16. We declare and agree that if we fail to provide to you one or more of the documents set forth in the tender documents and/or do not fulfill our obligation to supply the goods pursuant to our proposal the Company will be entitled to an amount of 1,000 NIS (one thousand New Israeli Shekels) as pre-assessed liquidated damages for each day of delay from the end of the periods set forth in the tender documents, as the case may be, and until all the approvals are provided, the later between the two.

\_\_\_\_\_  
Date

Signature of the participant

I, the undersigned, \_\_\_\_\_, advocate of \_\_\_\_\_ (hereinafter: the “Participant”) hereby certify that on \_\_\_\_\_ signed before me this proposal above and all the other tender documents Messrs. \_\_\_\_\_ identity card number \_\_\_\_\_ and \_\_\_\_\_ identity card number \_\_\_\_\_ in the name of the Participant, that the Participant is a corporation duly existing and valid and that the Participant has made all the resolutions and obtained all the approvals required pursuant to its incorporation documents and pursuant to applicable law for signing of the proposal in the tender by the Participant and that the signature of Messrs. set forth above is binding upon the Participant.

\_\_\_\_\_  
, Attorney

Signature and stamp: \_\_\_\_\_

### Proposal

We the undersigned \_\_\_\_\_ identity card numbers \_\_\_\_\_, authorized signatories in \_\_\_\_\_, identification number \_\_\_\_\_, after reading the tender documents and signing the declaration Document B above, submit hereby our monetary proposal as follows:

- For supply, transport and installation of an air supported installation (excluding electro-mechanical systems) upon a date that will be determined by the Company, will require a one-time consideration pursuant to the types of installations in the amount as set forth below:

No.	Weight	Installation area	Price per square meter in numbers	Price per square meter in words
1	20%	Up to 500 square meters		
2	40%	500 -1,000 square meters		
3	20%	1,001 -1,500 square meters		
4	20%	1,501 square meters or more		

The Bidder will fill out in the table above a price proposal per square meter for each category.

We know that in the framework of the above price proposal all the items and/or services and/or works set forth in the tender documents and/or in the agreement are included, including warranty for the air supported structure (membrane) for a period of not less than 10 years of the date of installation including training for the employees of the Company as set forth in the tender documents and in the agreement.

It is clarified that the price proposal in this section does not include the cost of procurement and transport of the electro-mechanical systems components, but includes the cost of installation of the electro-mechanical systems components together with the air supported structure (membrane) and the other parts of the installation pursuant to sections 1.001 and 1.012 of the bill of quantities (Appendix C to the agreement (Document C)).

Signature and stamp: \_\_\_\_\_

The scoring of this component will be pursuant to the weights set forth above (component X 1, component weight 1+ component X2 component weight +2 component X3 component weight +3 component X4 component weight 4).

- For supply, transport and installation of the electro-mechanical systems as set forth in sections 1.002 - 1.010 of the bill of quantities (Appendix C to the agreement (Document C)) upon the date that will be determined by the Company, we will require one-time consideration pursuant to the type of installation in the amount of \_\_\_\_\_ NIS (and in words: \_\_\_\_\_ NIS) for such entire system.

We know that in the framework of the above price proposal all the items and/or services and/or works set forth in the tender documents and/or in the agreement are included, including warranty for the electro-mechanical systems in the installation for a period of not less than 10 years of the date of installation including training for the employees of the Company as set forth in the tender documents and in the agreement.

It is clarified that the price proposal in this section includes the entire cost of procurement and transport of the electro-mechanical systems components only.

- For dismantling and transport of the an air supported installation to a location that will be determined by the Company and its installation upon a date that will be determined by the Company, will require a one-time consideration pursuant to the types of installations in the amount as set forth below:

No.	Weight	Installation area	Price per square meter in numbers	Price per square meter in words
1	20%	Up to 500 square meters		
2	40%	500 -1,000 square meters		
3	20%	1,001 -1,500 square meters		
4	20%	1,501 square meters or more		

The Bidder will fill out in the table above a price proposal per square meter for each category.

We know that in the framework of the above price proposal all the items and/or services and/or works set forth in the tender documents and/or in the agreement in relation to the

Signature and stamp: \_\_\_\_\_



**entire installation are included, (including the electro-mechanical systems components). The scoring of this component will be pursuant to the weights set forth above (component X 1, component weight 1+ component X2 component weight +2 component X3 component weight +3 component X4 component weight 4).**

**Notes:**

1. The Bidder will complete its proposal for the 3 types of services and all the installations set forth above, and it is clarified that not filling out one item among them will bring about the disqualification of the proposal pursuant to the discretion of the tenders committee.
2. The prices will be in NIS and tens of Agorot (until one point after the decimal point). A proposal in single Agorot (two or more digits after the decimal point) will be rounded down by deleting the digits until one digit after the decimal point pursuant to the decision of tenders committee.
3. The prices do not include VAT. VAT pursuant to applicable law will be added and paid against a duly issued tax invoice.
4. It is clarified that if the proposed Installation is being imported by the bidder from abroad the Company will bear the costs of Israeli customs and local taxation arising directly from the import of the Installation, whereas the bidder will bear the costs of transport and insurance from the country of origin to the relevant Site in the city of Jerusalem, including all the costs including taxation and customs costs until the Installation is transferred to the customs authorities in Israel. The bidder will include in the framework of its proposal the provisions of this section including all its expenses whatever they may be.
5. Tax will be deducted from the services pursuant to applicable law.
6. The Bidder declares that the prices set forth above as the other terms and conditions of the agreement and the tender will apply to any quantity of installations that the Company may decide to purchase from the winning Bidder during the term of the agreement.

\_\_\_\_\_

Date

Signature of the participant

Signature and stamp: \_\_\_\_\_

**Agreement**

Made and signed in Jerusalem on \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_

**Between:** Ariel - Municipal Company For Sport,  
Culture And Leisure Management  
In Jerusalem Ltd.  
(hereinafter: the "**Company**").

**Of the first part**

**And:** \_\_\_\_\_ Ltd.  
Company number \_\_\_\_\_  
From \_\_\_\_\_  
Tel \_\_\_\_\_; Fax \_\_\_\_\_  
(hereinafter: the "**Supplier**")

**Of the second part**

**Whereas** The Company published tender no. 10/2018 to purchase and install an air supported structure that may be dismantled and reassembled (hereinafter: The "**Installation**" or the "**Goods**") in various installations throughout the city of Jerusalem (hereinafter: the "**Tender**") all as set forth in the tender documents and in this agreement below; and,

**Whereas** The Supplier, after having read the tender documents, understood the requirements of the Company, its needs and the physical and financial conditions to supply and install the Goods, as well as their dismantling and reassembly if necessary it submitted it proposal in the Tender; and,

**Whereas** the Supplier represents and warrants that it is willing to supply the Goods as set forth in this agreement and that it may do so pursuant to applicable law, and that it has all the approvals and legal permits that are required in order to fulfill its obligations pursuant to this agreement; and,

**Whereas** Based upon its proposal and representations as well as the representations that it made in the framework of the inspection of its proposal the tenders committee of the Company decided to determine the proposal of the Supplier as the winner in the Tender and to sign with it an engagement agreement to supply the Goods the subject of this agreement;

Signature and stamp: \_\_\_\_\_

**Therefore it is hereby declared, stipulated and agreed between the Parties:**

**1. Preamble**

- 1.1. The preamble to this agreement constitutes an integral part thereof and is as binding as its other provisions.
- 1.2. The titles and subtitles used in this agreement are used for convenience only and are not to be considered in construing or interpreting this agreement.
- 1.3. In the event of contradiction or incompatibility between the agreement and its appendices the agreement will govern the appendices unless otherwise provided.
- 1.4. The documents set forth below, whether attached in fact or not, constitute an integral part hereof:
  - Appendix A** - Form of Performance Bond.
  - Appendix B** - Certificate of Insurances
  - Appendix C** - Contents of the work and bill of quantities.
  - Appendix D** - Technical specifications (will be made by the winner pursuant to its proposal and approved by the company and will be attached to the agreement).
  - Appendix E** - Detailed timetable and work plan for construction. (will be made by the winner pursuant to its proposal and approved by the company and will be attached to the agreement).

All the documents set forth above including this contract will be called hereinafter the "Contract".

**2. Definitions**

The terms on the left will have the meaning ascribed next to them on the right:

- the "Company"** - Ariel - Municipal Company For Sport, Culture And Leisure Management In Jerusalem Ltd.
- the "Supplier"** - \_\_\_\_\_ Ltd. including its workers, employees, executives, subcontractors on its behalf (after the Company approved to hire them as set forth in this agreement), and anyone in its name or on its behalf.
- the "Site"** - Any site and/or installation in the city of Jerusalem where the Company decides to demand the supply and installation of the Installation.
- the "Warranty Period"** - The period wherein the Supplier will provide to the Company warranty and maintenance services for the Goods as set forth in this agreement.

Signature and stamp: \_\_\_\_\_

During the period of 36 months from the supply an installation date support services, warranty and maintenance will be provided to the electro-mechanical systems (as set forth in sections 1.001 - 1.002 of **Appendix C**) without additional cost to the Company.

During the period of 120 months of the supply and installation date support services, warranty and maintenance will be provided to the air supported structure (membrane) without additional cost to the Company (pursuant to section 1.001 of **Appendix C**).

**the "Manager"** - Whomever is appointed by the Company to manage the engagement in the framework of this agreement, to supervise the supply of the Goods and to act with the Supplier during the warranty period and that will have the powers set forth in this agreement below in relation to such Supplier.

**The "Goods"** - Air supported structures that may be dismantled and reassembled in various sizes and types as set forth in **Document B1** of the proposal of the Bidder in the Tender.

### **3. Representations of the Supplier**

The Supplier represents as follows:

- 3.1. That it has read the agreement and that the terms and conditions and the requirements set forth therein are known and clear to him, and it is able to fulfill and carry them out in a professional manner to the full satisfaction of the Company and that all the representations that it made to the Company in the framework of the tender documents and proceedings and/or its proposal are true and accurate.
- 3.2. That no restrictions pursuant to applicable law, contract and/or the incorporation documents apply to it in entering into the engagement pursuant to this agreement to supply the Goods. In addition, the Supplier undertakes that throughout the engagement term pursuant to this Contract it will maintain in its name and in force all the licenses, permits and approvals required pursuant to applicable law including those set forth below and in addition it undertakes to act immediately to renew any license, permit or approval whatsoever if it is terminated and/or expired.
- 3.3. That it engages in the supply of the Goods the subject of this agreement and that it has the know-how, capability, qualifications, professionalism, financial resources, experience, and qualified and dependable personnel and all the necessary and appropriate means, in terms of number and quantity, that will be required to carry out the supply of the Goods to the Company pursuant and according to the provisions of this Contract.

Signature and stamp: \_\_\_\_\_

- 3.4. That it investigated the needs of the Company and they are clear to it and it declares that the Goods are in compliance with the requirements and the needs of the Company as set forth in the tender documents and this agreement and for that purpose it has obtained all the responses and information that it needs from the Company and therefore it will have no claims or demands against the Company or in relation with the supply of the Goods.
- 3.5. That there is no, and there will not be, as between it and/or its workers and/or employees for any purpose whatsoever, and the Company employer-employee relationship, and the Supplier will act in any matter in the framework of this agreement and its provisions as an independent contractor; it is hereby clarified that the parties do not intend to apply employer-employee relationship to the supplier and/or anyone on its behalf.
- 3.6. The Supplier will be exclusively responsible to those employed by it including subcontractors and their employees, for social benefits as well as for any damage and/or loss, to body and/or to property that will be caused to them in the course of / due to / in connection with carrying out its obligations pursuant to this Contract.
- 3.7. That it is aware that if it made misrepresentations in this Contract and/or if it delivered incorrect details and/or if it omitted certain details the Company will be entitled to the full reliefs pursuant to this Contract and pursuant to applicable law, including rescission of the Contract and payment of compensation.

#### **4. Supplier's undertakings**

- 4.1. The Supplier will provide to the Company and will install the Goods of the type and according to the quantity as the Company may direct it pursuant to its proposal in the Tender.
- 4.2. The Supplier undertakes hereby to supply and install the Goods to the Company in good working order, at an excellent level and quality, pursuant to the requirements of relevant Israeli and/or international standards and to the full satisfaction of the Company and in addition it undertakes that it is responsible for any deficiencies or defects that may be discovered in the Goods that it will supply to the Company.
- 4.3. The Supplier undertakes to provide to the Company all the original warranty certificates of the Goods, if any. The manufacturer's warranty for the electro-mechanical systems will be at least 3 years, and for the air structure (membrane) the warranty will be at least 10 years. If it was decided to extend the warranty the Supplier will provide a document attesting to such extended warranty.
- 4.4. In addition to its obligations as set forth above, in the framework of its services the Supplier will deliver to the representatives of the Company as it may designate full

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and comprehensive training as well as detailed technical materials in the matter of assembly, installation and dismantling as well as instructions in the matter of ongoing operation and maintenance of the Installation.

- 4.5. The Supplier undertakes to fulfill the provisions of existing and/or future applicable law in connection with the supply and installation of the Goods, and will pay all the taxes, charges and levies that are required to be paid or imposed upon it for the purpose of supply and installation of the Goods, throughout the engagement term pursuant to this agreement.
- 4.6. The Supplier may not endorse and/or charge and/or assign and/or transfer the Contract, in whole or in part, or any benefit thereunder and/or any right of its rights and/or any duty of its duties and/or any obligation of its obligations pursuant to this Contract, to any other person or corporation with or without consideration.

## **5. Supply, installation and dismantling of the goods**

- 5.1. The Supplier will supply, transport and install the Goods no later than 90 days of the date of issuance of the work order by the Company, however the Company may determine an earlier or later date pursuant to its needs and pursuant to the provisions of this section.
- 5.2. Upon completion of the delivery and supply of the Goods, the Supplier will be responsible for obtaining a supply form signed by the Manager.
- 5.3. The Supplier will install the Goods at the location as ordered by the Company and upon a date that the Company will determine and in coordination with the authorized personnel of the Company, so that the use of the installation will be possible immediately upon the completion of the installation, all within 14 days of the date of supply of the Goods at the Site.
- 5.4. The installation of the Goods will be carried out pursuant to the detailed installation plans that will be submitted by the Supplier as set forth on **Appendices D and E** to the agreement and will be approved in advance by the Company. The Supplier will appoint a qualified project manager in the field that will be responsible for all the teams of employees and technicians that will be employed by the Supplier in installing the Goods pursuant to a work plan and work stages as may be required and pursuant to a detailed and computerized timetable that the Supplier will provide in the framework of the signing of this agreement.
- 5.5. The Supplier will bear all the expenses involved in its obligations pursuant to this agreement, including expenses of transport and installation of the Goods to the Company and including taxes, if any, that apply to the supply of services in Israel as

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well as any other expense that will apply in full to the Supplier and will be paid by it.

- 5.6. Upon completion of installation of the Installation at the Site the Supplier will provide to the Company full and detailed documentation (preferably in the Hebrew) as to the instructions for use of the Installation, including maintenance and cleaning instructions.
- 5.7. In addition, the supplier will carry out upon the completion of installation full safety tests of the Installation in conjunction with the Company and with the safety consultant on its behalf and will deliver to the Company a certificate that the Installation complies with all the safety requirements pursuant to applicable law, this in coordination and under the approval of the safety consultant of the Company.
- 5.8. The Supplier undertakes to provide the full warranty and support for the Goods that it supplied pursuant to the requirements of the Tender and without any stipulation.
- 5.9. After to completion date of installation of the Goods, and pursuant to the call of the Company, the Supplier undertakes to arrive at the Site in order to dismantle the Goods, until and not later than one week from the date of issuance of demand by the Company and to transfer them at the end of such dismantling to an alternative site that will be determined by the Company for the purpose of reinstalling them at a location that will be determined by the Company.
- 5.10. In the framework of transport, installation and dismantling of the Goods, the Supplier undertakes to act with due caution in order to prevent any damage to the Goods, in order to allow the reuse and re-installation of the Goods upon the demand of the Company.
- 5.11. The Supplier undertakes to act pursuant to the provisions set forth above each time it is called by the Company, and it is clarified that the Company may, but is not under obligation, require the services of the Supplier in additional transport, assemble and dismantle the Goods pursuant to its demand and needs. The above does not award any exclusivity to the Supplier and the Company may act on its own and/or through others in order to transport and/or assemble and/or dismantle the Goods at any time it may see fit.
- 5.12. In addition, the Company may demand the supply, transport and installation of additional goods of various types as set forth in Document B1 of the proposal of the Bidder in the Tender in framework of the agreement term, and the Supplier will be under obligation to supply, transport and install and if necessary to dismantle the Goods pursuant to the provisions set forth above and below and pursuant to the relevant work commencement order.

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- 5.13. If the Supplier is called to dismantle transport and re-assemble the Supplier declares that the Installation may be dismantled and reassembled pursuant to the requirements of the Company.
- 5.14. The Supplier undertakes to carry out all the operations set forth above pursuant to the timetables determined by the Company as set forth below:
- 5.14.1. Transport of the Installation to the Site will not exceed 5 days.
  - 5.14.2. Installation of the Installation at the Site will not exceed 10 days.
  - 5.14.3. Final qualification of the Installation for use will not exceed 3 days.
  - 5.14.4. Dismantling of the Installation will not exceed two days.
  - 5.14.5. Transport of the Installation including all its parts to the alternative Site will not exceed 4 days.
  - 5.14.6. Reassembly will be carried out and completed pursuant to the provisions of section 5.14.2 above.
- 5.15. Used equipment may not be proposed and/or supplied as part of the Goods. all the equipment proposed and supplied, including all its components, will be new.
- 5.16. For the removal of doubt, and without derogating from the above, it is clarified hereby that the Company may notify the Supplier of defects in the Goods at any time until the end of the warranty period as set forth in this agreement.
- 5.17. The Supplier agrees to an inspection of the Goods by the Company upon their supply. If the Company decides that there are defects or deficiencies or incompatibilities in the Goods the Company will notify the Supplier of the need to replace the defective Goods and the Supplier undertakes to replace them forthwith.
- 5.18. If the Supplier does not replace such defective Goods the Company may take one or more of the following actions pursuant to its absolute discretion:
- 5.18.1. Return the Goods to the Supplier and set off from the Supplier's account the amount for the Goods not supplied or returned to it.
  - 5.18.2. To carry out repairs by itself and/or by another supplier, in this matter including the purchase of the Goods from another supplier and to deduct from the final billing the price of such repair that was carried out and/or that should be carried out and/or the difference between the price of the Goods that should have been supplied and the price paid in fact.
  - 5.18.3. Take any other relief pursuant to applicable law including a lawsuit for liquidated damages.
- 5.19. The provisions of this section do not derogate from the entitlement of the Company to take any measure at its disposal pursuant to this agreement and pursuant to the provisions of applicable law.

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- 5.20. The Supplier declares and undertakes hereby that it was notified that failing to supply and install the Goods, in whole or in part, pursuant to the timetable set forth in this agreement may cause grave damage to the Company and including claims and/or demands by third parties, and in addition undertakes to bear any damage, loss, expense or claim that will be filed against it due to failure of the Supplier to fulfill its obligations pursuant to this agreement, this without derogating from the entitlement of the Company to notify the Supplier of the cancellation of the order. If the order is canceled as set forth above, the Company will be exempt from payment of the consideration.
- 5.21. Without derogating from the above, and from any other relief that the Company may have, pursuant to this agreement and pursuant to applicable law the supplier undertakes to pay to the Company for each day of delay in the supply and installation of the Goods and/or delay in the dates set forth in section 5.14 above, a fixed and pre-assessed compensation in the amount of 1,000 NIS per day of delay.

## **6. Liability, maintenance and service**

- 6.1. The Supplier will provide support services, warranty and maintenance of the Goods (hereinafter: “**Support Services**”) for the duration of the warranty period as defined above.
- 6.2. In the framework of the Support Services the Supplier will provide the following services:
- 6.2.1. Replacement of parts in the Installation if necessary. All the replacement parts will be pursuant to the instructions of the manufacturer.
  - 6.2.2. Repair and/or replacement services due to damage to the Installation or any part thereof not arising from malicious or negligent damage.
  - 6.2.3. The responsibility of the Supplier will include all the hardware, accessories, materials, work and all defective components in the equipment supplied. Such repair or replacement will be carried out at the site of the Company.
  - 6.2.4. If the repair of the malfunction by the Supplier requires the dismantling of part of the Installation and its repair at a laboratory and/or at an external site, the Supplier will install a replacement part in lieu of the defective part until the completion of the repair and installation back in the Installation by the Supplier.
- 6.3. The Support Services will be provided by the Supplier without interruption to the ongoing work at the Site. Servicing and service that require shutdown will be executed after working hours and after coordination with the representative of the Company.

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- 6.4. The Supplier undertakes to provide training to the representatives of the Company and/or anyone on its behalf in basic care and ongoing maintenance of the Goods as well as the necessary safety inspections of the Installation and their dates, and the warranty of the Supplier will include such servicing, ongoing maintenance and safety inspections even if they are carried out by a representative of the Company.
- 6.5. The Supplier undertakes to maintain in Israel an available stock of spare parts, in good working order and ready for use of the parts that are supplied by it as part of the Goods that it supplied.
- 6.6. It is clarified that the maintenance of the Installation will be carried out by the Company and/or anyone on its behalf, pursuant to the training of the Supplier to the Company and/or anyone on its behalf, as set forth in section 6.4 above.

## **7. Term and rescission of the agreement**

- 7.1. This agreement will enter into force upon its signing by the parties and for 60 months from its signing date and/or until the end of warranty period set forth above for each part of the goods, the later between the two (hereinafter: the "**Agreement Term**").
- 7.2. Without derogating from the general nature of the above, the Company may discontinue this agreement forthwith (even if the supply and installation of the Installation has not been completed) upon one or more of the following cases:
  - 7.2.1. If the Supplier and/or its business is appointed a temporary or permanent liquidator or if an order of liquidation is issued against it or an order of receivership in bankruptcy, or if it is appointed a receiver or if a liquidation and/or bankruptcy petition or a petition to enforce debentures is filed against it and is not removed within 30 days of its filing date.
  - 7.2.2. If the Supplier transfers this agreement, in whole or in part, and/or rights and/or duties pursuant to this agreement to another, with or without consideration, without the written consent of the Company in advance, or if it employs subcontractors or workers in violation of this agreement.
  - 7.2.3. It was proven to the satisfaction of the Company that the Supplier withdrew from and/or is negligent in carrying out the Contract.
  - 7.2.4. The Supplier breached any obligation of its obligation as set forth in the agreement and did not remedy it within 3 days.
  - 7.2.5. The Supplier breached a material breach of one or more of the provisions of this agreement.
  - 7.2.6. Without derogating from the aforesaid, it is hereby agreed that in the event of a material breach and/or violation of a term or obligation set forth in this agreement the Company may notify the Supplier in writing that not remedying such breach within 3 days of the date of such notice will entitle the Company to terminate the engagement forthwith without derogating from

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the rights of the Company to obtain any other relief or remedy pursuant to the provisions of applicable law.

- 7.3. Without derogating from the above, it is hereby agreed that the Company may discontinue the agreement at any time for any reason whatsoever without having to provide arguments for its decision, subject to providing notice 30 days in advance to the Supplier.
- 7.4. If the agreement is rescinded during the warranty period this will not derogate from the warranty of the manufacturer and it will continue to apply to the Installation and the parts that were provided by the Supplier.

## **8. Breach of the terms and conditions of the order**

Without derogating from the provisions of this agreement the Supplier will be deemed to have breach a term if it supplied Goods or parts of them that are different than those ordered and/or that are incompatible due to a defect and/or deficiency and/or for any other reason which makes them reasonably unusable in the and/or unsafe to use (“**Incompatibility**”).

## **9. Consideration**

- 9.1. In consideration for fulfillment of all the obligations of the Supplier pursuant to this agreement the Company will pay to the Supplier the consideration set forth in Document B1 of the tender documents.
- 9.2. Payment will be carried out net+45 days of the date of approval of the invoice by the Company and after the supply of the Goods. It is clarified that the Company may, but is not under obligation, negotiate with the Supplier as to terms, times and payment in installments of the consideration as set forth above.
- 9.3. If the Company agrees with the Bidder on advance payment such payment will be carried out to the Bidder only after the Bidder provides to the Company an autonomous bank guarantee issued by an Israeli bank to secure the payment of the advance payment and this condition will apply to each payment that the Company will pay prior to the acceptance of the Goods in Israel (hereinafter: the "**Advance Payment Guarantee**"). It is clarified that the Advance Payment Guarantee will be in the amount of the payments that will be paid to the Supplier prior to the supply of the Goods. It is further clarified that the Advance Payment Guarantee will not derogate from the duty of the Supplier to provide to the Company a performance bond pursuant to the provisions of section 12.1 below.
- 9.4. VAT pursuant to applicable law will be paid only against an Israeli tax invoice or an import list pursuant to applicable law.

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- 9.5. For services the subject of this agreement that will be carried out by a Supplier duly registered in Israel, the Supplier will be required to provide a certificate of withholding tax in the origin to the Company. It is hereby clarified that such tax will be deducted from the payment to the Supplier pursuant to applicable law. If the services the subject of this agreement are carried out by a supplier duly registered in a foreign country the taxes for providing services in Israel will apply to the Supplier and taxes pursuant to applicable law will be deducted from the revenues for providing the services.
- 9.6. It is clarified that if the proposed Installation is being imported by the Supplier from abroad the Company will bear the costs of Israeli customs and local taxation arising directly only from the import of the Installation, whereas the Supplier will bear the costs of transport and insurance from the country of origin to the relevant Site, including all the costs including taxation and customs costs until the Installation is transferred to the customs authorities in Israel. The Supplier will have no claim and/or demand for additional payment and/or consideration beyond what is set forth above and in its proposal as set forth in Document B1 of the Tender.
- 9.7. For the removal of doubt the consideration is final and will not be subject to change for any reason whatsoever and includes all the expenses of the Supplier in the framework of this agreement and for the purpose of carrying it out.

#### **10. Liability of the supplier to the company**

- 10.1. The Supplier alone will be fully and absolutely liable for any expense, loss, harm, malfunction or damage whatsoever to body or property of any kind whatsoever that will be caused to the Goods, the Company, its employees, its agents, anyone on its behalf or any third party whatsoever, due to an act or omission or professional error of the Supplier or negligence in the fulfillment of its professional duty or as a result of or due to the use or supply of deficient goods or equipment or accessories or lack of trust or bad faith on behalf of the Supplier and in anything arising, directly or indirectly, from carrying out its duties pursuant to this Contract. For the removal of doubt - including its employees, agents or anyone on its behalf.
- 10.2. The Supplier hereby releases the Company and/or its employees and/or anyone on its behalf from liability for any damage or loss which are under its responsibility as set forth above, except for anyone that caused damage maliciously or in negligence, and undertakes hereby to compensate and to indemnify the Company and anyone on its behalf for any damage or loss and against any claim or demand for any cause whatsoever filed by any person whatsoever against it or against any of its employees, agents or anyone on its behalf for any loss, harm or damage whatsoever under the responsibility of the Supplier pursuant to applicable law and pursuant to this Contract, including any legal expenses that will be caused thereby. The Company

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will notify the Supplier of any such claim or demand and will allow it to defend against them at its expense.

- 10.3. The Supplier will be under obligation to compensate and/or indemnify the Company immediately upon its first demand, for any damage caused as set forth above, directly or indirectly, or any loss and any payment that it will have to pay for any demand and/or claim that will be filed against the Company and/or any judgment that will be awarded against it including expenses, fines or administrative or judicial compulsory payments that it will be charged to pay, and the Supplier undertakes to pay any such amount, in lieu of the Company or to the Company, and in addition to bear all the expenses that were caused to the Company including expenses and attorney's fees.
- 10.4. The liability of the Supplier to the Goods will apply also to such damages that will be discovered after the termination of the Contract.

## **11. Insurances**

- 11.1. To secure the liability of the Supplier as set forth above and pursuant to applicable law and without derogating from its obligations and duties the Supplier undertakes to make and fulfill all the insurance provisions set forth in **Appendix B** which constitutes an integral part of this agreement (hereinafter: the "Insurance Appendix").
- 11.2. The provisions of this section are material provisions of this agreement.

## **12. Guarantee**

- 12.1. To secure all the obligations of the Supplier pursuant to this agreement, and without derogating from any right vested in the Company pursuant to applicable law and/or any agreement, the Supplier will provide to the Company, upon the signing of this agreement, an unconditional autonomous bank guarantee to the order of the Company issued by an Israeli bank, in the amount of **100,000** NIS (one hundred thousand New Israeli Shekels) in the form set forth in **Appendix A** to this agreement which forms an integral part hereof.
- 12.2. The guarantee will be linked to the Consumer Price Index as may be published from time to time by the Central Bureau for Statistics, whereby the basic index is the known Index upon making the guarantee. It is clarified for the removal of doubt that providing the guarantee constitutes a condition precedent for making any payment that will be due to the Supplier pursuant to this agreement.
- 12.3. The Supplier undertakes to extend the guarantee from time to time at least 30 days prior to its expiry date so that it remains in force until 60 days after the end of the Agreement Term of this Contract, and if the Supplier fails to do so the Company will

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be entitled to forfeit the bank guarantee and to hold its amount to secure the execution of all the obligations of the Supplier.

12.4. It is hereby agreed that the Company may realize the performance bond, in whole or in part, at on-time or at a number of times, this each time that the Company is of the opinion pursuant to its exclusive, absolute and discretion without appeal that the Supplier did not fulfill any obligation of its obligations pursuant to applicable law and/or pursuant to this agreement and/or in the event that the Company was caused damages for which the Supplier is under obligation to indemnify the Company pursuant to the provisions of this agreement and pursuant to applicable law.

12.5. In addition to the above, the Company may, if it orders more than 3 Installations, demand a guarantee for each installation beyond the third installation in the amount of 10% of the cost of such installation. All the terms and conditions set forth above will apply to such guarantee except for the term of such guarantee which will be 6 months from the date of supply of the installation and its installation at the site. Such guarantee will be delivered against the order of the Company.

### **13. Breaches and damages**

13.1. The Supplier declares that it is aware that the breach of sections 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, will be deemed material breach which entitles the Company to the liquidated damages amount in the amount of 5,000 NIS linked to the index from the basic index and until the last index known upon the date of their payment in fact to the Company without derogating from the right of the Company to any other relief or remedy it has pursuant to the tender documents or pursuant to applicable law.

13.1.1. Without derogating from the aforesaid, if the Supplier is late is supplying the Installation and/or installing it and/or dismantling it and/or in carrying out its obligations after the date that is set forth above in this agreement and pursuant to the work order, the Supplier will pay to the Company pre-assessed liquidated damages in the amount of 1,000 NIS per day, pursuant to the provisions of sections 5.13 and 5.20 above. It is clarified that for a delay which exceeds 3 days after the dates set forth in sections 5.13 and 5.20 above the Supplier will pay to the Company pre-assessed liquidated damages in the amount of 1,000 NIS per each day of delay.

13.2. Payment of the compensation set forth in the above mentioned sections will be carried out without derogating from the rights of the Company pursuant to the provisions of this Contract.

13.3. The Company will be entitled to deduct the compensation amount set forth above from the bank guarantee and/or from any amount that will be due to the Supplier pursuant to the Contract documents or by virtue of any agreement whatsoever or to

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collect them in any other legal manner. The payment of compensation or deductions from the amounts due to the Supplier will not release the Supplier from its obligations pursuant to the Contract documents.

- 13.4. The above does not derogate from the authority of the Company to act to rescind the agreement and/or to demand any compensation pursuant to the provisions set forth in section 7.2 above. If the Supplier breaches a material breach of this agreement the Company will be entitled to all the reliefs and remedies vested in it pursuant to this Contract or pursuant to applicable law, and without derogating from such reliefs and remedies the Company will be entitled to rescind the Contract and forfeit the bank guarantee that was delivered to it.
- 13.5. In addition to all of the above, the Company may notify the Supplier in writing at any time and without having to provide arguments and pursuant to its absolute discretion, that it does not require its services any longer and that it wishes to terminate this agreement. In the event of notice pursuant to this subsection the agreement will terminate after 60 days from the date of dispatch of such notice.
- 13.6. If the agreement is rescinded and/or terminated as set forth above the Company will be entitled to deliver the execution of the works to another person and the Supplier will cooperate as may be necessary for this purpose to the full satisfaction of the Company and this will be a condition for making any payment due to the Supplier from the Company for the works that it carried out prior to the rescission or termination of the agreement, if any, and/or a condition to returning the performance bond that was provided by the Supplier to the Company. If the Company does not notify explicitly and in writing of the rescission of the Contract the Supplier will be under obligation to fulfill all its obligations pursuant to the Contract.

#### **14. Set off**

The Company may set off, subject to providing notice 10 days in advance to the Supplier, from any amount due to the Supplier pursuant to the Contract, any debt pursuant to this Contract or any other contract with the Supplier as well as any other liquidated debt of the Supplier to the Company. The provisions of this section do not derogate from any right of the Company to collect such debt in any other way and do not impair and/or derogate from any other relief and/or other means at the disposal of the Company against the Supplier by virtue of this Contract and/or the provisions of applicable law. Notwithstanding the foregoing, the Company will have a set off right without notice in the event of set off for goods that were not supplied in fact or that were supplied defective.

#### **15. No assignment of rights and employment of subcontractors**

- 15.1. The Supplier undertakes not to endorse, assign or transfer the Contract, in whole or in part, or any benefit pursuant to the Contract to another, with or without

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consideration, and/or not to charge it rights pursuant to this Contract, in whole or in part, unless it obtained the consent of the Company in advance and in writing.

- 15.2. If the Supplier is a corporation or a registered or unregistered partnership the transfer of 25% of the control in such corporation or of the rights in the partnership, regardless of whether such transfer was done at one-time or in parts, will be deemed transfer in violation of the provisions of section 15.1 above.
- 15.3. The Supplier undertakes not to employ subcontractors to carry out its obligations pursuant to the Contract documents unless it obtained the consent of the Company in advance and in writing. The Company may, pursuant to its absolute discretion, and without having to provide any arguments for its decision, not approve the employment of certain sub-suppliers. In any event, the liability for fulfilling the provisions of the Contract documents and for carrying out the obligations of the Supplier will lie fully and exclusively with the Supplier.
- 15.4. If the Supplier breaches the provisions of this section, the Company may demand all the reliefs and remedies vested in it pursuant to this Contract or pursuant to applicable law, and without derogating from such reliefs and remedies the Company will be entitled to rescind the Contract and forfeit the bank guarantee that was delivered to it.

## **16. Miscellaneous**

- 16.1. The provisions of the Contracts Law (remedies for breach of contract), 5731-1970 will apply to this agreement.
- 16.2. The addresses of the parties for the purpose if this agreement will be as set forth in the heading to this agreement.
- 16.3. No response and/or any omission to act and/or from realizing any right and/or providing an extension by the Company will not be deemed or construed in any way whatsoever as a waiver of the Company and/or as facts that create any prevention and/or estoppel against the Company by way of conduct in its relationship with the Supplier and not right and/or advantage of the Company will be impaired thereby.
- 16.4. Any notice sent by a party to the other party by registered mail will be deemed received by the addressee within three (3) business days of the moment of it delivery to the post office to be sent by registered mail. Any notice sent by fax immediately upon its transmission provided that a transmission in good order confirmation is obtained as well as telephone ratification of receipt of the message; notice delivered personally will be deemed received upon its delivery.

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- 16.5. Any waiver, consent or deviation from the provisions of the agreement and/or its appendices will not be valid unless made in writing and signed by both parties, and the Supplier may not raise any claim of any kind whatsoever in any matter done in deviation from the manner set forth in this section.
- 16.6. The courts in the district of Jerusalem will have exclusive jurisdiction in any matter arising from this agreement.

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**The Company**

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**Capacity**

Signature and stamp: \_\_\_\_\_

**Appendix A - Form of Performance Bond.**

To  
Ariel Company

Dear Sir, Madam,

Re: **Letter of Guarantee**

Pursuant to the request of \_\_\_\_\_ identity number \_\_\_\_\_ (hereinafter: The “**Applicant**”) we hereby guarantee to you the discharge of any amount up to an amount of \_\_\_\_\_ NIS (in words: \_\_\_\_\_ NIS), added by linkage differentials as such term is defined below, in connection with the execution of the obligations of the Applicant pursuant to an agreement to supply air supported structures that may be dismantled and reassembled.

In this letter:

“**Index**” - means the Consumer Price Index published by the Central Bureau of Statistics and General Research

Linkage differentials will be calculated as follows:

If the index published last prior to the payment in fact pursuant to this guarantee (hereinafter: the “**New Index**”), is higher than the index of the month \_\_\_\_\_ published on \_\_\_\_\_ (the “**Basic Index**”), the linkage differentials will be an amount equal to the New Index multiplied by the principal amount set forth in your above demand and divided by the Basic Index.

We undertake to pay to you any amount or amounts up to such amount within 7 days of your demand in writing that will reach us, without you having to establish to demand or require the amount first from the Applicant.

You may demand of us to pay such amount in on-time or in a number of demands each of which refers to part of the above mentioned amount only provided that the total amount of your demands does not exceed the above mentioned total amount, including linkage differentials.

The guarantee is independent and irrevocable and cannot be canceled and your demand will not have to be proved in a legal proceeding or otherwise and you will not be under obligation to file first, in order to obtain payment pursuant thereto, a lawsuit against the Applicant or to demand payment first from the Applicant.

The guarantee will remain in force at least through \_\_\_\_\_. A demand delivered to us after such date will not be replied.

This guarantee may not be transferred or endorsed.

Signature and stamp: \_\_\_\_\_

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

Bank: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_

## **Appendix B - Insurance**

1. Without derogating from the liability of the Supplier pursuant to this agreement or pursuant to applicable law, the Supplier will obtain and maintain, with a duly authorized insurance company, commencing from the commencement date of the works or that date of issuance of approval to carry out the works (the earlier between the two) and throughout the engagement term until the final delivery of the works and for an additional period wherein the Supplier may be liable pursuant to applicable law (in the matter of professional liability and product liability, for additional three years after the completion of the works including the warranty and inspection period), insurance policies as set forth in the Supplier insurances certificate attached hereto as **Appendix B1** which constitutes an integral part hereof (“**Insurance Certificate**” and together with the insurances set forth in section 3 below: the “**Supplier Insurances**”, respectively.

The Company is the beneficiary of insurance benefits pursuant to the policy.

2. The Supplier will provide to the Company within 7 (seven) days of the signing date of this agreement and in any event prior to the Supplier entering the work site, the Insurance Certificate signed by the insurer of the Supplier. Upon demand of the Company the Supplier will deliver a copy of the insurance policy for the contractor works insurance.
3. In addition, no later than 7 (seven) days prior to the termination date of the insurance terms of the Supplier the Supplier will deposit with the Company an Insurances Certificate as set forth above as to the extension of its validity for another term and in addition for the entire engagement term pursuant to the agreement (or a longer term as set forth in this appendix).

In addition, the Supplier will make the following insurances:

- 3.1 Compulsory insurance** as required pursuant to applicable law for bodily harm due to the use of motor vehicles, as well as **third party property liability insurance** due to the use of motor vehicles up to an amount of 400,000 for one damage event.

The Supplier is entitled to not issue such third party insurance whoever this will be deemed “self insurance” in the amount of 400,000 NIS as if such third party insurance has been issued. If a third party files a lawsuit against the Company or anyone on behalf of the Company for damage that would have been covered if such insurance were made, the Supplier will indemnify those set forth above for such damage or expense.

- 3.2 Comprehensive insurance**, for all motor vehicles owned and/or used by the Supplier and/or anyone on its behalf in the framework of the works. Notwithstanding the foregoing, the Supplier is entitled not to issue comprehensive insurance, as set forth in this section, in whole or in part, provided that the provisions of section 13 below will apply.

4. It is agreed hereby that determining the limitations of liability as set forth in this appendix, including the Insurance Certificate is a minimum requirement imposed upon the Supplier, which does not release the Supplier from its full liability pursuant to this agreement and/or pursuant to applicable law. The Supplier will not have any claim and/or demand against the Company and/or anyone on its behalf in anything relating to such limitations of liability and/or any other claim as to the amount and/or the scope of the insurance coverage issue by the Supplier.
5. The property insurances of the Supplier will include express provisions as to waiver of the subrogation right of the insurer against the Company and/or anyone on its behalf, except for a person that caused damage maliciously.
6. The Supplier is exclusive responsible for the payment of the insurance fees and the

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deductibles set forth in the Supplier's insurance policies set forth in this appendix. The Company may set off such amounts from any amount due to the Supplier pursuant to this agreement.

7. The Supplier will fulfill all the terms and conditions of the Supplier's insurance policies (including the recommendations of the underwriting survey that will be carried out in connection with the insurance of the works as well as the conditions of protection measures in the matter of coverage of burglary and theft), extend the insurance policies that the Supplier must issue pursuant to this agreement, from time to time as may be necessary, so that they remain in force for the entire engagement term and until the final delivery of the works and the departure of the supplier from the site or until the payment date of the final bill, and throughout the maintenance, repairs and maintenance term pursuant to the warranty of the Supplier set forth in this agreement, and throughout the term wherein liability may apply to the Supplier pursuant to the provisions of this agreement or pursuant to applicable law (in the matter of the professional liability and the product liability, and for an additional period of three years after the completion of the works including the period of execution and warranty).
8. It is hereby expressly agreed that issuing such insurances by the Supplier, providing them or modifying them does not constitute approval as to their compliance and will not impose any liability whatsoever on the Company or diminish the liability of the Supplier pursuant to this agreement or pursuant to applicable law. In any event of incompatibility between the certificates specified herein above or the copies of the Supplier's insurances and this agreement, the Supplier undertakes to cause the amendment of such insurances so that they comply with the provisions of this agreement.
9. If the Supplier is of the opinion that the scope of the contractor insurance policies and/or the scope of the Supplier's insurances should be extended or that additional or complementary insurances should be issued, the Supplier will issue such additional or complementary insurances at the expense of the Supplier. Any such additional or complementary insurance issued will include waiver of subrogation against the Company and anyone on behalf of the Company except for anyone that caused damage maliciously.
10. The Supplier will bring the provisions of the above insurance section to the knowledge of the executives, employees and subcontractors of the Supplier.
11. If the Supplier employs subcontractors in connection with the engagement the subject of this agreement the Supplier must ensure as a condition precedent to their employment that they have appropriate insurances in connection with their activities. For the removal of doubt, the exclusive responsibility for subcontractors having or not having issued an appropriate insurance coverage will lie exclusively with the Supplier.
12. The Supplier and anyone on its behalf will take all the safety and precaution measures necessary to prevent harm, loss or damage to the body or property of any person or body in connection with the execution of works, and in particular will maintain work procedures for work in high temperatures. In addition, and without derogating from any provisions of this section herein above, the Supplier undertakes to comply with all the requirements and provisions of the National Insurance Law and all the regulations, orders and so forth promulgated thereunder and particularly, but without derogating for the general nature of the above, so that all the employees and agents of the Supplier will be at all times and throughout the term of execution of this the works entitled to all the rights pursuant to the above mentioned laws.
13. The Supplier expressly releases the Company and anyone on behalf of the Company from any liability for loss or damage that might be caused to property brought by the Supplier or on behalf of or for the Supplier (including motor vehicles, tools and cranes) to the works site

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and in the framework of carrying out the works, as well as to damage for which the Supplier is entitled to indemnification pursuant to property insurance issued by the Supplier, or that the Supplier would have been entitled to indemnity for it if not for the deductible set forth on the insurance policy, and the Supplier will not have any claim or demand against any of those set forth above for such damage, whoever such release from liability will not apply to the benefit of a person that caused damage maliciously.

It is hereby clarified that the Supplier will be entitled not to issue the insurances set forth in section 2-3 of the Insurances Certificate, in whole or in part, but the release set forth in this section will apply as if the insurance for it was issued in full.

14. For the removal of doubt it is hereby expressly agreed that payment or non payment of insurance benefits by the insurer will not release the Supplier from the liability imposed upon it pursuant to this agreement or pursuant to applicable law, including in the event that the insurance does not cover the cause of claim or in the event that the insurance benefits do not cover the damage or harm caused, claimed or adjudicated or otherwise. The Supplier will have no claim or demand against the Company and anyone on behalf of the Company as to the insurance benefits amount (if any).
15. It is hereby clarified that in any event wherein insurance benefits are obtained for reinstatement of any part of the project and anything on it, such insurance benefits are intended solely for the purpose of rehabilitation and reinstatement of such damage for which they were paid.
16. If the Supplier's insurances are not issued or fulfilled on time, in whole or in part, the following provisions will apply:
  - 16.1. The Client will be entitled, after providing notice to the Supplier 15 (fifteen) days in advance, enter into a contractor works insurance instead of the Supplier, or to pay insurance fees, including interest and linkage differentials, according to the insurance contracts.
  - 16.2. All the expenses of the Company pursuant to the provisions set forth in section 16.1 above will apply to the Supplier.
  - 16.3. The provisions of this section will not derogate from the duties of the Supplier set forth in this chapter, and will not impose any liability whatsoever on the Company.
17. If during the insurance term changes in the value of the project occur for any reason whatsoever, the Supplier is under duty to update the insurance amount on the insurance policy immediately, and to send to the Client a certificate of insurance of such update.
18. Insurances of the Supplier during the maintenance period

Without derogating from the Supplier's liability pursuant to this agreement and/or pursuant to applicable law, the Supplier undertakes to obtain and maintain, at its expense, for the term of this agreement and for as long as its liability continues (and in the matter of professional liability or product liability for three additional years), the insurances set forth in the Insurance Certificate attached hereto as **Schedule B2**, and constitutes and integral part hereof (hereunder: the "**Supplier Insurances**" and the "**Insurance Certificate**", as the case may be), with a duly authorized and reputable insurer in Israel.

Notwithstanding the foregoing, the Supplier will be entitled not to issue the insurances set forth in the Insurances Certificate, in whole or in part, but the release set forth in this section 18.5 will apply as if the insurance for it was issued in full.

- 18.1. Without any need for demand on behalf of the Company, the Supplier undertakes

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to provide to the Company, prior to the commencement of provision of services the subject of this agreement and as a condition precedent to engaging therein and/or to any payment on account of the consideration, the Insurance Certificate, signed by the insurers. In addition, immediately upon the termination of the insurance term, the Supplier undertakes to provide to the Company with an updated Insurance Certificate in connection with the renewal of the Supplier's Insurances' validity for any additional insurance term, and upon each subsequent insurance term, for as long as this agreement is in force and/or for a later period as set forth in section 17 above.

Each time that the insurer of the Supplier notifies the municipality that any of the insurances of the Supplier are about to be revoked or subject to a material adverse change as set forth in the end of the Insurance Certificate, the Supplier will issue such insurance again and will provide a new Insurance Certificate prior to the date of such revocation or change in such insurance.

- 18.2. It is clarified that the limitations of liability required in the framework of the insurances of the supplier as set forth in the Insurances Certificate are a minimum requirement imposed upon the Supplier that does not derogate from any liability of the Supplier pursuant to this agreement and/or pursuant to applicable law and does not release the Supplier from the entire liability pursuant to this agreement and/or pursuant to applicable law, and the Supplier will not have any claim against the Company or anyone on behalf of the Company in anything relating to such limitations of liability.
- 18.3. The municipality will be entitled, but not under the obligation, to inspect the Insurance Certificate that will be provided by the Supplier as set forth above and the Supplier will make any modification or amendment, adjustment or extension that may be required by it to adjust the insurances the subject of the certificate to the obligations of the Supplier pursuant to this agreement.
- 18.4. It is declared and agreed that the rights of the Company to make such inspection and demand the changes set forth above do not impose any duty or liability whatsoever on the Company and anyone on its behalf as to the insurances the subject of the Insurance Certificate, the nature, scope, and validity, are the absence thereof, and do not derogate from any duty imposed on the Supplier pursuant to this agreement or pursuant to applicable law, regardless of whether it demanded making such modifications as set forth above or not, or whether it inspected the Insurance Certificate or not.
- 18.5. The Supplier releases the Company and anyone on behalf of the Company from any liability to any loss or damage to property or equipment whatsoever brought by the Supplier or anyone on behalf of the Supplier to the premises of the Company or that is used by the Supplier in providing the services and the Supplier will have no claim or demand against those set forth above for such loss and/or damage. Such release will not apply to anyone that caused damage maliciously.
- 18.6. Any additional and/or complementary insurance issued by the Supplier will include a waiver of subrogation rights by the insurers against the Company and anyone on its behalf provided, however that such waiver of subrogation right will not apply to a person who caused damage maliciously.
- 18.7. Without derogating from any provision of this agreement regarding the assignment of the agreement, in the event that the services the subject of this

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agreement and/or any part thereof are provided by a subcontractor on behalf of the Supplier, the Supplier undertakes to ensure that the subcontractor has insurance policies in compliance with the terms and conditions and the amounts required pursuant to this agreement. Alternatively, the Supplier is entitled to include the subcontractors in the name of the insured in the framework of the insurances issued by the Supplier as set forth in the Insurance Certificate.

- 18.8. For the removal of doubt it is hereby clarified that the Supplier bears the liability towards the Company with respect to the entire services including services rendered and/or that were supposed to be rendered by subcontractors and it will be liable to indemnify and/or compensate the Company for any loss and/or damage caused, directly or indirectly, due to services rendered and/or that were supposed to be rendered by the subcontractors, regardless of whether such loss and/or damage is covered by any of the above policies or not.
  
19. The insurance appendix is a material part of the agreement the breach of which is a material breach of this agreement. Notwithstanding the foregoing, not providing the Insurance Certificate on time will not constitute a material breach unless 10 days have passed from the date of request by the Company in writing to provide such certificate.

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**Appendix B1 - Supplier Insurance Certificate**

Date \_\_\_\_\_

To  
**The Municipality of Jerusalem**  
and/or affiliated municipal bodies  
jointly and severally: (the "Company")  
6 Safra Square Jerusalem

Dear Sir, Madam,

**Re: \_\_\_\_\_ (the "Supplier")**

We hereby certify that we have issued to insurance policies set forth, inter alia in connection with the execution of supply, installation and maintenance of balloon air supported structures, including any ancillary work in connection with the agreement between you and the Supplier (the "**Works**"):

1. Insurance policy no. \_\_\_\_\_ for the period commencing on \_\_\_\_\_ and until \_\_\_\_\_

**Contractor works insurance** contractor works insurance as set forth below was made in the name of the Supplier, the Company, contractors, subcontractors, against damage, loss or liability connected to or arising from the execution of the Works.

Such insurance includes an extended maintenance period of 24 months (the "**Maintenance Period**").

The scope of coverage provided under such insurance is pursuant to the form of the contractor works insurance policy known as "BIT" upon the issuance date of the policy.

The insurance includes the insurance chapters set forth below, including all the extensions included in such policy:

**a. Chapter A - damage to property**

An insurance policy in "all risks" format against unexpected physical loss or damage caused to the Works including the balloon/balloons for the period of the Works and the Maintenance Period.

The insurance amount will not be less than the cost of reinstatement of the Works.

The insurance will include inter alia the following extensions:

- Property in transit - 500,000 NIS

- Burglary and robbery

- Earthquakes

Natural disasters

Special expenses after damage 15%

Expenses of removing rubble and debris - 15% of the damage with a minimum of 100,000 NIS

The value of the Works: \_\_\_\_\_ NIS

**In the matter of loss or damage caused to the Works the right to negotiate and obtain the insurance benefits lies with the Company only this as an irrevocable determination.**

**b. Chapter B - Third party liability insurance**

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Third party liability insurance for liability to damage or loss arising from the Works with a limitation of liability in the amount of 2,000,000 NIS per event and in the cumulative pursuant to the policy.

This chapter includes a cross liability clause pursuant to which the insurance is deemed to have been made separately for each of the insured individuals. The property of the Company is deemed property of a third party.

Such chapter is extended to cover:

- 1) Subrogation actions of the National Insurance Institution
- 2) Bodily harm arising from use of heavy machinery that is a motorized vehicle and that there is no duty to insure it under compulsory insurance.
- 3) Liability for damage caused by vibrations and weakening of supports with a limitation of liability in the amount of 500,000 NIKS per event.

**c. Chapter (3) - Employers' liability**

Liability to those employed in connection with the works for damage or loss caused at the site during the execution period while or due to the execution of the Works with a limitation of liability of 20,000,000 NIS per claimant per event and per insurance period.

**d. General for contractor works insurance**

- 1) We waive the subrogation right against the Company and anyone on its behalf provided that such waiver will not apply to a person that caused damage maliciously.
- 2) Such contractor works insurance cannot be revoked unless for nonpayment of the premium and in any event subject to providing prior notice to you in writing and by registered mail at least 60 days in advance.
- 3) We hereby certify that if the duration of the Works is extended we will extend the insurance period accordingly subject to additional premium.

2. Insurance policy no. \_\_\_\_\_ for the period commencing on \_\_\_\_\_ and until \_\_\_\_\_

**“Extended Fire” insurance** based upon replacement value to cover loss or damage including theft and burglary to any property, equipment and installations of any kind whatsoever brought by the Supplier or on behalf of the Supplier to the Works site.

3. Insurance policy no. \_\_\_\_\_ for the period commencing on \_\_\_\_\_ and until \_\_\_\_\_

**“Heavy Machinery” insurance** for heavy machinery brought by the Supplier or by anyone on behalf of the Supplier to the Works site, based upon “all risks” including burglary, robbery, earthquakes, natural disasters and malicious damage in the full replacement value. The insurance includes third party coverage for bodily harm or damage to property with a limitation of liability of 750,000 NIS for each piece of heavy machinery, extended to indemnify the Company for the liability of the Company to the acts and omissions of the Supplier subject to a cross-liability clause.

4. Insurance policy no. \_\_\_\_\_ for the period commencing on \_\_\_\_\_ and until \_\_\_\_\_

**Professional liability insurance** to cover the liability of the Supplier pursuant to applicable law for any claim or demand first filed during the insurance period for a professional act or

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omission of the Supplier or of anyone on behalf of the Supplier in connection with the Works, with a limitation of liability of 1,000,000 NIS per event and for the insurance period. The insurance does not include a restriction as to dishonesty of employees, loss of use and delay (due to an insurance event).

The insurance is extended to indemnify the Company for liability that might be imposed upon the Company due to an act or omission of the Supplier or of anyone on behalf of the Supplier all without derogating from the Supplier liability insurance to the Company.

The insurance includes a disclosure period of six months after the end of the insurance period, provided that the Supplier did not issue alternative insurance which provides concurrent coverage beyond the provisions of this certificate. Such insurance includes a retroactive date not prior to \_\_\_\_\_.

### General

- 1) The insurances set forth above (except for the contractor works insurance) will not be revoked or reduced during the insurance period without you having been provided notice by registered mail 30 days in advance.
- 2) Noncompliance with the duties imposed upon the insured in good faith will not impair the rights of the Company to be indemnified.
- 3) The Supplier is exclusively responsible for payment of the premium and the deductibles in the insurances set forth above.
- 4) The herein above insurance are first and in priority to any other insurance issued by the Company and we will have no claim of participation in the insurances issued by those set forth above.
- 5) The form of the insurance policies is pursuant to the form known as "BIT" \_\_\_\_\_ subject to the modifications set forth above.

**Subject to the terms and qualifications of the original policy insofar as such policies have not been expressly amended by this certificate, and provided, however that such amendment does not derogate from the terms and conditions of the original policies.**

Sincerely,

_____ (Insurer signature)	_____ (Insurer seal)	_____ (Name of signatory)	_____ (Position of signatory)
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Signature and stamp: \_\_\_\_\_

**Appendix B2 - Insurance Certificate**

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

To  
**The municipality of Jerusalem and/or municipal bodies**  
(Hereinafter, jointly and severally: the “Municipality”)

Dear Sir, Madam,

**Re: \_\_\_\_\_ (the “Supplier”)**

We respectfully certify that our Company has issued the insurances set forth below in the name of the Supplier in connection with the maintenance services of the balloon air supported structures as well as ancillary services (hereinafter: the “**Services**”, inter alia, in connection with an agreement made between you and Supplier (hereinafter: the “**Agreement**” as set forth herein below:

- a. Insurance policy no. \_\_\_\_\_ for the period commencing on \_\_\_\_\_ and until \_\_\_\_\_

Property insurance of the type “Extended Fire” in the full value and in full reinstatement value for equipment of any kind and/or other property that will be brought by the Supplier to the premises of the Company in the framework of and/or for the purpose of providing the services against damage due to fire, smoke, lightning, explosion, earthquakes, storm, tempest, flood, damage caused by liquids and breaking of pipes, accidental damage, damage by motor vehicle, damage by aircraft, collision, strikes, riots, malicious damage burglary and robbery. Such insurance includes a clause pursuant to which the insurer waives any subrogation right against the Company and/or anyone on its behalf, provided, however, that such waiver of subrogation right will not apply to anyone causing damage maliciously.

- b. Insurance policy no. \_\_\_\_\_ for the period commencing on \_\_\_\_\_ and until \_\_\_\_\_

**Employers’ liability insurance**- insuring the Supplier's liability to its employees employed by it pursuant to the Tort Ordinance (new version) and/or pursuant to the Liability for Defective Products Law, 5740 - 1980 for death and/or bodily injury and/or mental injury to any employee as a result of accident or illness during and as a result of their employment with a limitation of liability of no less than an amount of 20,000,000 NIS (twenty million new Israeli Shekels) per event and in total for the insurance term. The insurance is extended to cover the municipality if it is determined in the matter of a work accident and/or professional illness that the company has any employer's liability whatsoever to any of the Supplier’s employees.

- c. Insurance policy no. \_\_\_\_\_ for the period commencing on \_\_\_\_\_ and until \_\_\_\_\_

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Third party liability insurance insuring the liability of the Supplier pursuant to applicable law for loss and/or damage caused to any person and/or body in connection with or in the framework of providing the services with a limitation of liability of 2,000,000 NIS (two million New Israeli Shekels) per event and in total for the insurance term.

This insurance is not subject to any restriction in the matter of liability arising from harmful food or drink, liability for contractors, subcontractors and their employees and subrogation claims by the National Insurance Institution. The insurance is extended to indemnify the Company for liability imposed upon the Company due to acts and omissions of the Supplier and/or anyone on behalf of the Supplier subject to a cross-liability clause.

In the matter of the property of the Company no restriction will apply as to property in possession of, under the supervision of, under the control of or the care of the Supplier or property being operated.

It is expressly clarified that the professional liability exclusion will not apply to the matter of bodily harm.

- d. Insurance policy no. \_\_\_\_\_ for the period commencing on \_\_\_\_\_ and until \_\_\_\_\_

Professional liability insurance insuring the liability of the Supplier pursuant to applicable law for the services with a limitation of liability of 1,000,000 NIS (one hundred thousand New Israeli Shekels) per event and in total for the insurance term. The insurance includes a disclosure period of six months after the end of the insurance period, provided that the Supplier did not issue alternative insurance which provides concurrent coverage to the provisions of this certificate. Such insurance includes a retroactive date not prior to \_\_\_\_\_.

The insurance is extended to indemnify the Company for liability that will be imposed upon the Company due to an act or omission of the Supplier or of anyone on behalf of the Supplier all without derogating from the Supplier liability insurance to the Company.

The insurance does not include a restriction as to dishonesty of employees, loss of use and delay due to an insurance event. The insurance includes an extension as to dishonesty of employees.

- e. Insurance policy no. \_\_\_\_\_ for the period commencing on \_\_\_\_\_ and until \_\_\_\_\_

**Product liability insurance** to cover the liability of the Supplier pursuant to applicable law for damage or loss that will be caused in connection with or due to a product that is manufactured, handled, marketed, supplied by the Supplier or anyone on behalf of the Supplier (the “**Products**”), a limitation of liability of 4,000,000 NIS (four million New Israeli Shekels) per event and in total for the insurance term.

The insurance is extended to indemnify the Company for liability that will be imposed upon the Company due to an act or omission of the Supplier or of anyone on behalf of the Supplier subject to a cross-liability clause.

The insurance includes a disclosure period of twelve months after the end of the insurance period, provided that the Supplier did not issue alternative insurance which provides

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concurrent coverage to the provisions of this certificate. Such insurance includes a retroactive date not prior to \_\_\_\_\_.

**General**

1. The above mentioned insurances include a waiver of the subrogation right against the Company the employees of the Company and the executives of the Company provided that such subrogation right will not apply to the benefit of a person that caused damage maliciously.
2. The Supplier is exclusively responsible for payment of the premiums and the deductibles set forth in the insurance policies set forth above.
3. The insurances set forth above are first and in priority to insurance issued by the Company and we waive any claim and/or demand as to participation in the insurances of the Company.
4. We undertake that the insurances set forth above will not be revoked or reduced for the insurance term set forth therein unless by prior notice of 30 days to the Company in writing by registered mail.
5. The form of the insurance policies is pursuant to the form known as “BIT” \_\_\_\_\_subject to the modifications set forth above.

**The insurances specified in this certificate are subject to the terms and qualifications of the original policies insofar as such policies have not been expressly amended by this certificate, and provided, however that such amendment does not derogate from the terms and conditions of the original policies.**

\_\_\_\_\_  
(Insurer  
signature)

\_\_\_\_\_  
(Insurer seal)

\_\_\_\_\_  
(Name of  
signatory)

\_\_\_\_\_  
(Position of  
signatory)

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Appendix C - Contents of the work and bill of quantities.

Appendix D - Technical specifications

(will be made by the winner pursuant to its proposal and approved by the company and will be attached to the agreement).



Appendix E - Detailed timetable and work plan for construction.

(will be made by the winner pursuant to its proposal and approved by the company and will be attached to the agreement).

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