



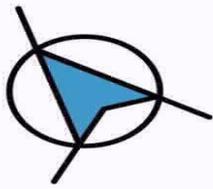
Document A' - Terms of Tender

E-Tender (Online) No. 21/20

For the Supply of Accessories, Construction, Installation, and Operation of Adaptive Traffic Light Systems for Ayalon Highways Ltd

- Non binding translation -

Updated Version: July 2020



Introduction

1.1 Preamble

Ayalon Highways Co. Ltd. (hereinafter: "**the Company**" or "**Ayalon Highways**") hereby invites receipt of proposals for entering into a framework agreement for the supply of accessories, construction, installation and operation of adaptive traffic light control systems, as per its needs as they may be from time to time (hereinafter: "the Services"), as detailed in the Tender documents.

1.2 General Background

1.2.1 Ayalon Highways is a government corporation as defined in Regulation 3(5) of the Mandatory Tenders Regulations, 5753-1993, engaged primarily in the management, planning, and execution of infrastructure and transportation projects, as the operational arm of the Ministry of Transport and Road Safety (hereinafter: "**the Ministry of Transport**"), local municipalities, and other various public bodies.

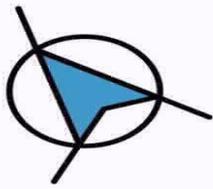
1.2.2 Since its establishment, Ayalon Highways has accumulated extensive engineering and management experience in wide-scale, complex metropolitan and urban projects, and today is one of the leading companies in planning and executing projects in the field of infrastructure and transportation in the State of Israel.

1.2.1 Under the decision mentioned above, the Company is intended to serve as an arm of the Government via the Ministry of Transport in the execution of tasks and engage, *inter alia*, in the planning, promotion, management, and execution of urban and metropolitan transportation projects, including those promoting public transportation, and the reduction of private vehicles, throughout the country, **with an emphasis on managing, initiating and developing technologically innovative transportation projects, and adapting the infrastructures to the developing technologies in vehicles and roadway facilities.**

1.2.2 **In light of those mentioned above, and as part of the Company's activity to promote applicable transport technology solutions, the Company is seeking in the framework of this Tender to receive proposals for the supply of technological solutions for the adaptive control of traffic at signaled junctions, as per the terms of the Tender.**

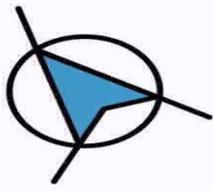
1.3 The Objective of the Tender

1.3.1 Implementing solutions pertinent to adaptive traffic light through identifying traffic jam along main traffic arteries and primary junctions coupled with a recommendation concerning steps for improving the



flow of traffic and preference to preferential vehicles (e.g., public transport and rescue vehicles), automatically and in real-time based on an algorithm that establishes rules for altering the guidelines for the traffic light control mechanism as per the various needs.

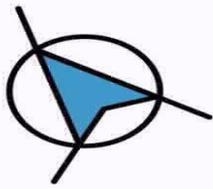
- 1.3.2 As part of the Tender, the Company seeks to examine the applicability of various technologies, for adaptive traffic light and enter into a Framework Agreement with several Winning Bidders in each of the service packages as detailed in Section 1.5.1 below (“Framework Suppliers”) that are all professional entities with proven knowledge and experience in the application of the required services, and that will comply with the threshold conditions outlined for the Tender, all at its sole discretion.
- 1.3.3 Ayalon Highways will select from time to time, as required and as per the terms outlined in this Tender, and its discretion, Framework Suppliers out of a repository of relevant Framework Suppliers, for the execution of certain tasks, as per the specifications and unique requirements outlined by the Company and as per an Individual Referral that will be distributed as detailed in this Tender.
- 1.3.4 The Framework Suppliers that will be selected to execute a particular, individual task, will be required to supply (all together and each one individually, as per the terms of the competitive referral) the services as detailed in this Tender as part of the individual executional tasks, including solution design, a recommendation concerning its implementation, supply of accessories, installation and operation of the traffic lights adaptive systems.
- 1.3.5 The tendered services will be granted to Ayalon Highways under the provisions contained in the Terms of Tender Volume (**Document A'** of the Tender Documents), the service specifications relative to Service Packages No. 1 & 4 (**Documents B1 & B2** of the Tender Documents), the Contract Agreement attached as **Document C'** of the Tender Documents, and the Contract Agreement for Task Execution attached as **Document D'** of the Tender Documents, all relative to the relevant service packages. The Bidders' attention should be directed to the list of documents constituting the Tender Documents, as detailed in Section 2 below.
- 1.3.6 It should be clarified that Ayalon Highways, at its sole and professional discretion, will be entitled to order from any of the Framework Suppliers in the various service packages in this Tender for the execution of the tendered services in additional projects, including projects that do not fall under the Company's responsibility, and for additional entities that are not the Company, subject to all law.



1.4 Definitions

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

- “Accessories”** As detailed in Appendix B-1, as well as additional products that will be approved by the Company as part of the queries for clarification, as detailed in Section 5.2.2 below, and which can serve as part of the adaptive system.
- “Algorithm”** An algorithm by which it is possible to improve a traffic lit junction’s functionality.
- “Framework Agreement”** - The agreement that will be signed by Ayalon Highways with whoever will be selected by Ayalon Highways to be included in the repository of Framework Suppliers in the relevant service package the wording of which is attached as **Document C**’ of the Tender Documents;
- “The Company”/“Ayalon Highways”** - Ayalon Highways Co. Ltd;
- “Manufacturer”** - **In everything relating to Service Package 1**, Those owning the rights to market or sell the accessories in the State of Israel.
In everything relating to Service Package 2 The owner of the Intellectual Property in the algorithm for the traffic light management system;
In everything relating to Service Package 3 The owner of the copyright of the algorithm embedded in the core of the All In One (AIO) system
- “Framework Suppliers Repository”** - The repository comprised of framework suppliers that will execute the services according to the Tender Documents;
- “Task ”** - A specific task for the execution of services that will be executed by a framework supplier or combined of framework suppliers, per the results of the Individual Referral concerning this task;
- “The Tender”** - This tender issued by Ayalon Highways, all of its appendices, documents and updates and the clarifications attached to it;



- “Traffic Light Mechanism”** - The existing control system installed close to the junction, and operates the traffic lights as per the traffic light plan;
- “Methodology Document”** - The methodology document details the central idea (“concept”) proposed for the supply of services concerning Service Package 2 or 3, or both, as detailed in Section 6.2.11 below;
- “Adaptive System”** - A technological system, based on the proposed algorithm, designated for the adaptive, real-time of traffic at junctions, its various components, including the traffic light management system, and accessories, means of communication, monitor and control capabilities.
- “Traffic Light Management System”** - A module in the adaptive control system, the function of which is the management process of adaptive control at traffic lights, which receives its reports from accessories, transfers instructions to the traffic lights’ mechanisms, and transmits the processed information to the relevant national/local traffic management systems.
- “Bidder”** - Whoever submits a proposal to a Tender;
- “Accessories & Accessory Families”** - Accessories of similar characteristics serving a certain objective that are liable to be included in the adaptive system, according to the family types defined in Document B1 as well as additional families that will be added according to decisions reached by the Tenders Committee as part of the clarification queries as detailed in Section 2.1.1 below;
- “Trial Experiment”** - One or more experiments that may be conducted to test the adaptive control system in the framework of which the adaptive system will be connected with a traffic light mechanism, for the transmission of real-time commands, including as detailed in Section 15 below;
- “Simulation”** - A theoretical examination of a proposed algorithm that was performed by a Transportation Planner (who is not the Bidder or a Bidder-related company) in Service Packages 2 & 3, through the examination of the system’s response to a variety of

traffic information services, transmission in connection to a certain traffic light mechanism, without modifying the activity of the actual traffic light.

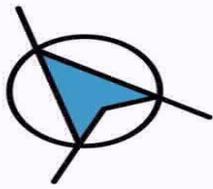
- “Service Packages” - As defined in Section 1.5 below;
- “Framework Supplier” - A Bidder that will be declared a Tender Winner in one or more of the Service Packages, and with whom the Company will sign a Framework Agreement (one or more), and will be included in the Framework Supplier Repository.
- “Individual Referral” - As defined in Clause 1.6.1 below;
- “The Services” - Supply, construction, installation and operational services of an adaptive control system at traffic lights as per the specifications in Section 1.5 below, and in the Tender Documents, including as detailed in the Service Packages attached as Documents **B1 and B2** to the Tender Documents;

2. The Service Packages

2.1 As noted above, Ayalon Highways intends to contract with several Framework Suppliers in each package that will comply with the threshold conditions outlined in the Tender, and declared as winners of the Tender, in the division of the following four Service Packages:

2.1.1 Service Package 1 - Accessories In this package several families of accessories required for the operation of the adaptive system will be defined and included, as per the needs and specifications outlined and established by Ayalon Highways and as detailed in the specifications for Service Package 1 attached as **Document B1** to the Tender Documents (hereinafter: “**Service Package 1**”). In this package, the Bidders are entitled to offer several accessories under several family classifications and to be included in the Framework Supplier Repository under all or some of their proposed accessories.

It should be emphasized that the Bidders in the Tender will be able to request the definition of **additional** families for accessories, as part of the clarification query phase. To the extent that the Company decides to define additional families for accessories - the Bidders will be able to offer their candidacy to these families as well.



It is hereby clarified that any Bidder requesting to present additional types and classifications of accessories beyond that which is detailed in the technical specifications for Service Package 1 (Document B1 of the Tender Documents), will be required, before submitting a proposal to the Tender, to submit for the Company's consent, a clarification query pertinent, in its opinion, to the additional possible types and/or or classifications, with an explanation attached. The Company will examine the additional types and/or classifications, proposed as part of a review of the clarification queries at its sole and professional discretion, and will respond to the query within the framework of the responseto the clarification queries.

2.1.2 Service Package 2 - Management Systems. This package will contain Framework Suppliers that will propose various management systems or algorithm that will be incorporated as part of an adaptive system, as per the specifications defined by Ayalon Highways (hereinafter: "Service Package 2").

It should be clarified that each Bidder is entitled to submit in its proposal, only one management system / algorithm.

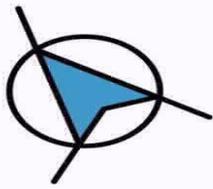
2.1.3 Service Package 3 - All in One Systems - This package will be comprised a full adaptive systems, which incorporate a management system and accessories, as an integrated system at a junction or few junctions or an area; will adapt and connect to a traffic light mechanism as per the needs and specifications outlined and established by Ayalon Highways (hereinafter: "AIO System" and "Service Package 3", respectively.)

It should be clarified that each Bidder is entitled to submit in its proposal, only one AIO system.

2.1.4 Service Package 4 – Integrators. This package will contain Framework Suppliers for management, design, and execution of installation of an Adaptive System, as per the needs outlined and established by Ayalon Highways, and all as detailed in the specifications for Service Package 4 attached as Document B2 to the Tender Document (hereinafter: "Service Package 4".)

2.2 Additional provisions to the matter of the tendered services

2.2.1 The Bidders attention will be directed to such that a Tender Bidder will be entitled to submit its proposal to one **or more** of the Service Packages, and be included as a Framework Supplier in one or more of

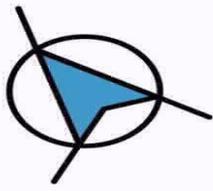


the Service Packages, subject to its compliance with the threshold conditions for each **individual** package.

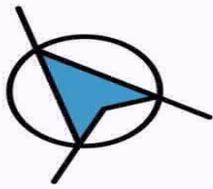
- 2.2.2 It is hereby clarified that because of the unique technological complexity of the tendered system, the Tender Documents do not define the solution's substance or its characteristics, rather solely the required functional specifications concerning the proposed technological solution and the Bidders are invited to submit diverse solutions from the different content milieu.
- 2.2.3 The Bidders' attention is drawn to the Proposal Form attached as Appendix 2 to the Terms of Tender Volume, in the framework of which the Bidders must mark which package(s) is submitted in its proposal.
- 2.2.4 For the avoidance of doubt, it should be emphasized that the services will be supplied to Ayalon Highways by the Winning Bidders, in an outsourcing format, and all as per the provisions of the Tender Documents, including the Framework Agreement that will be signed between the Company and each Winning Bidder in the Tender, the text of which is attached as **Document C**' to the Tender Documents, as per the Individual Referral that will be published by the Company, as per the relevant executional tasks, and the Contract Agreement for an Executional Task, the text of which is attached as **Document D**' to the Tender Documents.

3. **Tender Documents**

- 3.1 These are the documents that comprise the Tender Documents:
- 3.1.1 **Document A**' - the Terms of Tender volume, and its appendices (this document):
- 3.1.1.1 Appendix 1 - Bidder Profile Form
- 3.1.1.2 Appendix 2 - Proposal Form
- 3.1.1.3 Appendix 3 - The Bidder's Declaration Concerning an Understanding of the Terms of the Tender
- 3.1.1.4 Appendix 4 - Attorney Confirmation
- 3.1.1.5 Appendix 5 - Affidavits under the Public Entities Transactions Law, 5736-1976
- 3.1.1.6 Appendix 6 - A statement verifying the non-payment of any "brokerage fee" to "brokerage entities."
- 3.1.1.7 Appendix 7a - An affidavit affirming the Bidder's scope of experience for compliance with the threshold conditions for Service Package 1



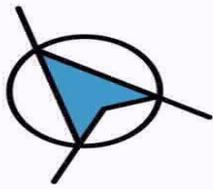
- 3.1.1.8 Appendix 7b - An affidavit affirming the Bidder's scope of experience for compliance with the threshold conditions for Service Package 2
- 3.1.1.9 Appendix 7c - An affidavit affirming the Bidder's scope of experience for compliance with the threshold conditions for Service Package 3
- 3.1.1.10 Appendix 7d - An affidavit affirming the Bidder's scope of experience for compliance with the threshold conditions for Service Package 4
- 3.1.1.11 Appendix 8 - An affidavit concerning the Bidder's status
- 3.1.1.12 Appendix 9 - An affidavit concerning the Absence of Conflict of Interest (to be signed by the Bidder and the proposed primary subcontractor on its behalf)
- 3.1.1.13 Appendices 10 a-e - Affidavits concerning Preference for Israeli manufactured goods.
- 3.1.1.14 Appendix 11 - A Letter of Undertaking by the Primary Subcontractor
- 3.1.1.15 Appendix 12 - Terms of Participation in the Tender as part of the "Dekel Tender" System.
- 3.1.2 Document B1 - Technical Specifications for Accessories in Service Package 1.
- 3.1.3 Document B2 - Service Specifications in Service Package 4.
- 3.1.4 Document B3 - Principles for Performance of the Demo, the Simulation, and Trial Experiment.
- 3.1.5 Document C' - The Framework Agreement
- 3.1.6 Document D' - The Contractual Agreement for Task Execution
- 3.2 All tender documents, whether or not attached, constitute the property of Ayalon Highways, and conveyed to the Bidders to prepare and submit their proposals, and for this purpose only. Participants must return the Tender documents by the deadline for submitting proposals. To dispel any doubt, it will be clarified that these documents are the property of the Company even after they have been filled out by the Bidder and that the Company may use them in any way, at its sole discretion, whether or not the Bidder was selected to execute the tendered services, without the Bidder having any claim or suit in this respect. The Bidders and/or those receiving the Tender documents are prohibited from copying the Tender Documents or using them or any other objective.



- 3.3 A set of the Tender Documents may be downloaded from the Company's website under the 'Tender' tab, and the Dekel Tenders System website.

4. E-Tender (Online)

- 4.1 This tender will be conducted as a web-based e-tender as per the provisions of Regulation 19 C of the Mandatory Tender Regulations 5753 - 1993. Bidders are aware that they must act so that their proposal is submitted through the electronic system operated and maintained by the "Dekel" Company ("**e-tender system**"), and that no proposal will be accepted for these proceedings that are not submitted through the e-tender system.
- 4.2 All parties interested in participating in the Tender, are obligated to register in advance in the e-tender system. For purposes of the advance registration, it is necessary to enter the link to the web-based system that will be published on the Ayalon Highways website under the "Tenders" tab on the relevant tender webpage, fill in the required details and send the registration request no later than 48 hours before the deadline for clarification questions/proposal submission. It is recommended to preregister in order to avoid late submission due to various delays and possible faults.
- 4.3 It should be clarified that insofar as the participant has registered in the e-system in the past, there is no need for any renewed registration.
- 4.4 Following registration to the tender, the Bidder will receive an email notification confirming the registration and details for entry into the system. Bidders are recommended to save this confirmation for continued control and follow-up.
- 4.5 Should no registration confirmation be received, the Bidder must then contact the Dekel Co. Help Desk at +972-(0)4-8145400 Extension 1 or by email: marketing@dekel.co.il and verify that the request to register for the Tender was implemented. It is the sole responsibility of the Bidder to ensure sufficient time in advance that registration for the tender was executed properly and has received access to the automated system for participation in the proceedings, and the Bidder hereby waives in advance and irrevocably any claim against the Company concerning the absence of any possibility for the Bidder to submit clarification questions/proposal in a timely manner through the automated e-system mentioned above.
- 4.6 Since only a Bidder who has pre-registered for the tender and is equipped with the means of identification as required will be entitled to submit clarification questions concerning the proceedings/ a proposal in the tender, no claim will be accepted by which the Bidder was in any way prevented from submitting timely questions/a proposal, including any technical fault, lack of a suitable internet connection or any lack of available technical support in executing the registration.



- 4.7 The Bidder must scan all of the signed tender documents, as specified in Section 4 above, including Tender appendices, and attach all of the required documents to support the proposal and proof of threshold compliance.
- 4.8 The Bidders' attention should be directed to **Appendix 11** in the Terms of Tender Volume - Terms of Participation in the Tender as part of the "Dekel Tender" System.

5. The Threshold Conditions for Participation in the Tender and Its Component Offerings in the Tender

A Bidder may submit a proposal complying with all the terms and stipulations detailed below, relative to the components that meet the threshold conditions below, as per the threshold conditions for those Service Packages for which it has submitted a proposal, **in aggregate**, and all as of the final Tender proposal submission deadline:

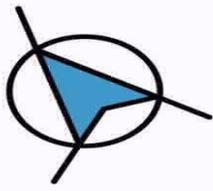
5.1 General Threshold Conditions (for all of the Service Packages)

- 5.1.1 A licensed corporation registered lawfully in the State of Israel (as a registered company or partnership), or a in a country that maintains full diplomatic relations with the State of Israel.
- 5.1.2 Is not in receivership, suspension of proceedings, bankruptcy or liquidation and not facing any pending applications of this kind, or insolvency, and no material foreclosure has been imposed on the Bidder's assets.
- 5.1.3 To the extent that the Bidder is a resident of Israel as this term is defined in the Income Tax Ordinance [New Version], and possesses all the approvals required under the Public Entities Transactions Law, 5736-1976.

5.2 Professional Threshold Conditions for Service Package 1

- 5.2.1 The Bidder is a manufactures (as defined above concerning Service Package 1) of its proposed accessories or authorized on behalf of the manufacturer or its behalf, or both respectively, to sell, install and to supply services regarding the proposed accessories in Israel.
- 5.2.2 The proposed accessories has been sold in a volume of at least 250 units, during the three years before the Tender proposal submission deadline, in Israel or the world.

It should be clarified that the Bidders are not required to attach to their proposals documentation concerning proof of compliance with the threshold conditions at this phase of the submission to the Tender, and may suffice in a Bidder's Affidavit (according to the text of the affidavit); however, the Company will be entitled to require from the Bidder to the extent it is found to be correct and proper, and at any



phase, certifications, agreements, or other documentation affirming its compliance with this threshold condition.

5.3 **Professional Threshold Conditions for Service Package 2**

5.3.1 The Bidder owns the rights (as is defined above concerning Service Package 2) regarding the algorithm for adaptive of traffic at traffic lights or authorized on behalf of the manufacturer or its behalf, or both respectively, to sell rights to use the algorithm in Israel.

5.3.2 The algorithm, as stated in Section 5.3.1 above, was tested properly on a computerized system for examination purposes, with information gathered from at least a 4-legged intersections .

5.4 **Professional Threshold Conditions for Service Package 3**

5.4.1 The Bidder is the manufacturer (as defined above concerning Service Package 3) of the proposed AIO system or authorized on behalf of the manufacturer or its behalf, or both respectively, to sell rights to use the proposed AIO system in Israel.

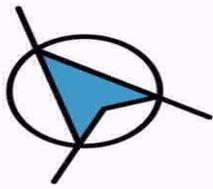
5.4.2 In the three years before the Tender proposal submission deadline, the system has been tried in at least two simulations as this term is defined in Section 1.4 of the Terms of Tender Volume, in which each of the simulations included an examination for improving traffic flow in at least three signaled intersections, where each of the intersections is at least 4-legged.

5.5 **Threshold Conditions for Service Package 4**

5.5.1 The Bidder or a subcontractor on its behalf, or both, are registered contractors in the Contractors Registry, as per the Registration of Contractors for Construction Engineering Works Law, 5729-1969, in Industry 280 - Class 2 and higher traffic light installation, as of the Tender proposal submission deadline.

To this matter, “**Subcontractor**”; A corporation lawfully incorporated in Israel and operating under the laws of the State of Israel, or related to the Bidder in a contractual agreement, whereby it will provide some of the tendered services, and which will remain in effect throughout the contractual period between Ayalon Highways and the Bidder, to the extent it is declared a tender winner.

5.5.2 The Bidder and/or the primary subcontractor on its behalf is experienced during the three years before the Tender proposal submission deadline in the installation and maintenance of at least 100 traffic light control mechanisms.

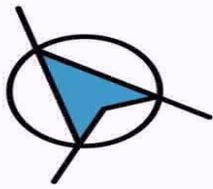


5.6 Additional Provisions to the Matter of the Threshold Conditions

- 5.6.1 To dispel any doubt, it is clarified that except concerning the threshold conditions outlined in Sections 5.5.1-5.5.2 in the Terms of Tender Volume, the Bidder must comply itself and wholly with the all of the remaining threshold conditions detailed above, and the Bidder will bear sole responsibility toward the Company in fulfillment of all its obligations under the Tender, and Contractual Agreement that will be signed solely between it and the Company.
- 5.6.2 To the extent that the Bidder requests to prove its compliance to the threshold conditions through a subcontractor, as stated above, the Bidder will attach an irrevocable Letter of Undertaking, as per the text attached as Appendix 11 to the Terms of Tender Volume.
- 5.6.3 It will be clarified that the presentation of a subcontractor on behalf of the Bidder, as stated in this Section, does not derogate any of the Bidder's obligations and responsibilities toward Ayalon Highways as per the law, and the Tender Documents.
- 5.6.4 Submission of a joint bid by two legal entities will not be permitted.

6. Documents to be attached to the Proposal

- 6.1 For proof of the Bidder's experience as required in terms of the Tender, including Section 5 above, the Bidder will attach all of the required certifications and documents, including the documentation detailed below, where **it will be emphasized that the Bidder submitting to more than one Service Package, is required to attach all of the required documentation concerning each Service Package, separately:**
- 6.1.1 **For proof of the Bidder's compliance with the threshold conditions outlined in Section 5.1.1 above (all the Service Packages),** the Bidder will attach to its proposal a certificate of incorporation as well as a current extract from the Corporate, or Partnership Registries, or incorporation documentation issued in English or translated into Hebrew insofar as the Bidder is not registered or incorporated in Israel, as appropriate;
- 6.1.2 **For proof the Bidder's compliance with the threshold conditions outlined in Section 5.1.2 above (all the Service Packages),** the Bidder will attach to its proposal valid approval from the Property Assessing Officer, or the Bidder's Certified Public Accountant, who lawfully manages the accounts and records to be managed under the Income Tax Ordinance, 5721-1961 and the Value Added Tax Law, 5736-1975;
- 6.1.3 **For proof of the Bidder's compliance with the threshold conditions outlined in Section 5.2 above (Service Package 1),** the Bidder will



attach to its proposal an affidavit in the text attached as **Appendix 7a** to the Terms of Tender Volume.

6.1.4 **For proof of the Bidder's compliance with the threshold conditions outlined in Section 5.3 above (Service Package 2)**, the Bidder will attach to its proposal an affidavit in the text attached as **Appendix 7b** to the Terms of Tender Volume.

6.1.5 **For proof of the Bidder's compliance with the threshold conditions outlined in Section 5.4 above (Service Package 3)**, the Bidder will attach to its proposal an affidavit in the text attached as **Appendix 7c** to the Terms of Tender Volume.

6.1.6 **For proof of the Bidder's compliance with the threshold conditions outlined in Section 5.5 above (Service Package 4)**, the Bidder will attach to its proposal an affidavit in the text attached as **Appendix 7d** to the Terms of Tender Volume and will also attach to its proposal its contractor licenses and certifications that it or the subcontractor offered on its behalf holds the classifications specified in the threshold conditions (labeled with a * to indicate the required classifications).

In the case where the Bidder requests to present for proof of compliance with the threshold conditions a subcontractor on its behalf, the Bidder will attach to its proposal an affidavit signed by the Bidder, and the proposed subcontractor, in the text attached as **Appendix 11** to the Terms of Tender Volume.

6.2 The bidder must attach to his bid, in addition to other attachments required by the Terms of Tender Volume, in addition to the signed Tender Documents and each amendment, update and clarification thereof, including a signed bidders meeting protocol, as well as the documents listed below:

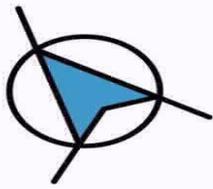
6.2.1 The Bidder Profile Form in the wording attached as **Appendix 1** to the Terms of Tender Volume.

6.2.2 Valid approval from the Property Assessing Officer, or the Bidder's Certified Public Accountant, who lawfully manages the accounts and records to be managed under the Income Tax Ordinance, 5721-1961, and the Value Added Tax Law, 5736-1975.

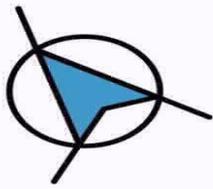
6.2.3 A Complete and Signed Price Quote Form, in the wording attached as **Appendix 2** to the Terms of Tender Volume.

6.2.4 Affirmation concerning an understanding of the terms of the Tender; in the wording attached as **Appendix 3** to the Terms of Tender Volume.

6.2.5 Attorney certification, according to the wording attached as **Appendix 4** of the Terms of Tender Volume, specifying the following -



- a. That execution of the works and the contractual obligations in the Agreement as per the Tender for execution fall within the corporation's authority and power.
 - b. The names of the corporation's managers.
 - c. The names of the persons whose signatures obligate the corporation.
 - d. Details of the corporation's shareholders.
 - e. Confirmation that the signatories on the proposal and tender documents are indeed authorized, and their signature obligates the corporate Bidder for all intent and purpose.
- 6.2.6 An affidavit regarding the lawful employment of foreign workers, and payment of minimum wage in the wording attached as **Appendix 5** to the Terms of Tender Volume.
- 6.2.7 A statement verifying non-payment of any "brokerage fee" to "brokering entities" as per the wording attached as **Appendix 6** to the Terms of Tender Volume.
- 6.2.8 A declaration concerning the Absence of Conflict of Interest in the wording attached to the terms of the tender volume as **Appendix 9** to the Terms of Tender Volume.
- 6.2.9 Affidavits concerning regulations for a preference of Israel manufactured goods, to the extent relevant and as per the specifications of Section 10 below, in the text attached as **Appendix 10** to the Terms of Tender Volume.
- 6.2.10 An affidavit concerning the Terms of Participation in the Tender as part of the "Dekel Tender" System in the text attached as **Appendix 12** to the Terms of Tender Volume.
- 6.2.11 **Methodology Document**
- (1) A Bidder submitting its proposal for Service Package 2 or 3, or both, will as part of its proposal submit a methodology document detailing its proposed services, as it relates to each Service Package for which the Bidder has submitted a proposal (i.e., Service Package 2 or 3, or both), separately.
 - (2) In the framework of the methodology document, the Bidder will detail the characteristics of the proposed system, as per the quality scoring standards as outlined and detailed in Section 9.3.2 and/or 9.4.2 (as appropriate) below.
 - (3) It should be clarified that the information that will be detailed in the methodology document will constitute a basis for reviewing the



system during the initial quality scoring phase, and will constitute an inseparable part of the Bidder's proposal. The Bidder will update the Company before this phase concerning any change/diversion created from the methodology document due date and until the same date.

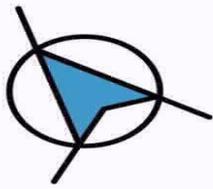
- (4) The methodology document will be submitted through the e-tender (online) system (as a compulsory document), as part of the Bidder's proposal, and written in either English or Hebrew. It will be acceptable to attach to the methodology document film clips that illustrate the capabilities of the proposed system, photographs, and any referral to the manufacturer's catalog concerning details pertinent to the technical capabilities of the system. Any affiliated and/or supportive technical material for the methodology document may also be submitted in English.

It should be clarified that in the event of any discrepancy in the interpretations of the documents submitted in English and Bidder's interpretation, and that of the Tenders Committee, the interpretation of the Tenders Committee will prevail.

- (5) It will be clarified that to the extent that a Bidder's proposal is submitted for Service Package 2 and Service Package 3, an individual methodology document is to be submitted for each proposed system (the traffic light management system and the AIO system), separately.

6.2.12 Technical Response

- (1) The Bidder submitting a bid to Service Packages 1 or 3, or both, (to the matter of accessories in the proposed AIO system), will attach a technical specification page of the accessories, as per the specifications in Appendix B1 ("**Technical Specifications Document**").
- (2) It should be clarified that the information contained in the technical specifications document will constitute a basis for reviewing the accessories included in Service Packages 1 or 3, or both.
- (3) It should be clarified that to the extent a Bidder's proposal is submitted for both Service Package 1, and Service Package 2, an individual and separate technical specifications document must be submitted for each one of the Service Packages (the accessories package, and the AIO system package).

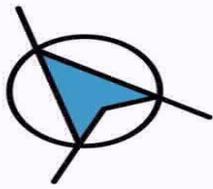


- (4) It should be further clarified that a Company review of the technical specifications document will not constitute agreement and/or consent concerning the proposed accessories and/or AIO system.
- 6.3 The Bidder will fill out all the details requiring completion in each of the Tender Documents.
- 6.4 All Tender Documents, as detailed in Sections 3 above and in this Section 6, and any correction, update or clarification thereof, will be signed by the Bidder's authorized signatories. Pages not containing a printed space for the signature will be initialed only. Pages containing a printed space for the signature, including agreements contained in the documents attached to the Tender documents, will be signed under the full name, and if required (a corporation) accompanied by a corporate stamp and according to the Bidder's regulations. A place where an attorney and/or CPA certification is required will be filled out and signed by the attorney and/or CPA.
- 6.5 All of the documents mentioned above will be submitted, together with the proposal by the Bidder and all of the Tender Documents. Should any proposal be submitted without all of the above mentioned requested documentation, the Committee is entitled, but not obligated to reject it solely for this reason, and not discuss it. The bidder must ensure that the identifying number in all documents submitted, including VAT registration (authorized dealership certificate) and income tax (bookkeeping certificate), will be identical. If and to the extent there is no match in the ID number, a certificate/explanation from the competent authorities will be attached.

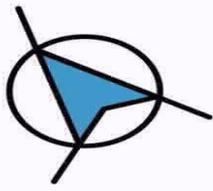
7. Submitting a Proposal

General

- 7.1 The proposal, and all its appendices, containing all of the documents and references the Bidder is required to attach, will be submitted in the e-system as detailed above.
- 7.2 **The deadline for submitting proposals for all the Service Packages is at noon on September 10, 2020**, any proposal not submitted in the e-tender system inbox on the stated date and/or submitted after the above mentioned due date will not be accepted.
- 7.3 The Bidder's proposal will remain valid, irrevocably, for a period of five months, unless the Bidder agrees to the Company's request if there will be such a request, to extend its validity. If the Company's request to extend the validity of the proposals, is not agreed upon by a Bidder, the proposal submitted by the said Bidder, that has not agreed to extend its validity will be rejected, and the Company will be entitled to continue the tender proceedings and afterward select a proposal

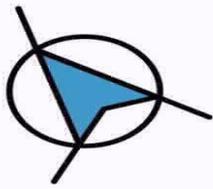


by a Bidder that has agreed to the request to extend its validity, and this is even if the other proposal, the validity of which was not extended, was a preferable proposal.



Price Quotation

- 7.4 The Bidder is requested to complete in the Price Quotation Form (Appendix 2.1 of the Terms to Tender Volume) the price quotation as per the Service Packages 1-3. In package 4 there is no need of a price proposal.
- 7.5 The price quotations concerning Service Packages 1-3 will be completed **solely** in the e-tender system under the "Price Quotation" tab for the relevant Service Packages, and submit them on the proposal submission deadline (after having submitted all the other documents), and no later than the Tender submission deadline.
- 7.6 **So that the Company will be able to examine the proposals' compliance with the threshold conditions outlined for the Tender and the Terms of Service specifications objectively, the participants are required to note their financial proposals solely and exclusively in the intended table in the e-tender system and concerning the Service Package relevant to their proposal. To dispel any doubt, it should be clarified that Appendix 2 to the Terms of Tender Document (the Proposal Form), will be attached to the proposal's documents (the compulsory documents), and only the price quotation (Appendix 2.1) will be submitted separately, after signing and scanning the document, under the relevant tab in the Dekel System.**
- 7.7 As detailed in this Term of Tender Volume, the amounts cited in the Bidder's price quotation will be the maximum prices the Bidder is permitted to submit in its proposal to an Individual Referral, and the consideration to the Bidder will be calculated as per its proposal to the Individual Referral, and as per its provisions.
- 7.8 Redacted Copy
- 7.8.1 The Bidder will note in its proposal, in a clear and expressed manner, the data and documents contained within, and comprise, in his opinion, confidential information. It is hereby clarified that in each case, the sole and absolute discretion concerning such data and/or documents is given to the Company.
- 7.8.2 Without derogating from the above mentioned, the Bidder is entitled to submit one additional copy of the submitted documents, in which information that in the Bidder's judgment constitutes secret information or a commercial or professional secret not to be disclosed to other Bidders may be redacted. This copy will be labeled "*Commercial Secret*" and attached as an optional document through the e-tender system.
- 7.8.3 Ayalon Highways is not obligated by any law to accept the Bidder's opinion. For the record, it will be hereby clarified that should the Ayalon



Highways choose to disclose to other Bidders information labeled by the Bidder as confidential, the Ayalon Highways will inform the Bidder, before the disclosure, of its decision concerning its intent to disclose to the other Bidders and will offer the Bidder a period of forty-eight hours (48 hours) to appeal this decision.

7.8.4 To dispel any doubt, if the Bidder does not submit a redacted copy as stated above, the Ayalon Highways will be entitled to disclose to the other Bidders the complete proposal of the Bidder, all of the terms and details, at its sole and absolute discretion and without any prior notice.

7.8.5 In the initial quality scoring phase in Service Packages 2 and 3, the Company will review quality.

8. Timetables

The planned schedules for the proceedings are as follows:

- | | |
|--|---------------------------------------|
| - Publication of the Tender | - 14.7.2020 |
| - Bidders meeting | - 3.8.2020 no later than 12:00 (noon) |
| - The final due date for clarifying questions | - 17.8.2020 no later than 12:00 |
| - The deadline for the submission of proposals | - 10.9.2020 no later than 12:00 |

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

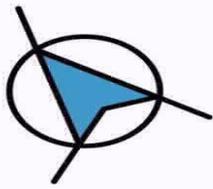
9. Weighing the Proposals and Selecting the Winning Proposals

9.1 Consideration of Proposals - General

9.1.1 The proposals will be reviewed by Ayalon Highways, which will be entitled to seek the assistance of a secondary team appointed for these purposes by the Tenders Committee as well as consultants, and experts as may be deemed appropriate. Testing the proposals' compliance with the threshold conditions will be done according to the packages for which the Bidders submitted their proposals.

9.1.2 In light of the essence of the services, and their importance, it is hereby expressly and explicitly stated that Ayalon Highways is not obligated to accept the best or any proposal whatsoever, and reserves the right to reject any or all lowest financial proposal(s), all at its sole and final discretion.

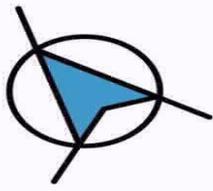
9.1.3 Ayalon Highways will be further entitled to consider among its considerations the capacity and experience of the Bidder, in the execution of similar works including previous works executed for Ayalon Highways and/or other public entities, its organizational and economic



capabilities, and any other consideration or reasoning that Ayalon Highways may deem appropriate and correct.

- 9.1.4 Without derogating from any right it may have, the Company is entitled not to accept the Bidder's proposal, and this is due in part to the Company's unsatisfactory experience with the Bidder and/or the manufacturer and/or the subcontractor presented on its behalf and/or because of its prior acquaintance with the Bidder and/or the manufacturer and/or the subcontractor presented on its behalf, or to the extent that it is a corporation, due to its poor experience with the controlling individuals, or entities operating on its behalf and/or its acquaintance with them. The Company is also entitled not to accept a Bidder's proposal, and this if it has become clear, according to tests and investigations it may conduct, and in its professional judgment that other public entities have an unsatisfactory experience with the Bidder and in the case said Bidder is a corporation, with any of the controlling individuals and entities and acting on its behalf.
- 9.1.5 It should be clarified that the Company will be able to conduct the processes in each one of the Service Packages independent of the status of the process in the other Service Packages and without dependence on the procedural advancement in the various Service Packages, including any declaration of the Winners in a gradual or parallel manner.
- 9.1.6 It is hereby clarified that a Bidder that has submitted proposals to several Service Packages or has offered several accessories in Service Package 1, nothing in its rejection from its compliance with the threshold conditions in one or more of the Service Packages, or the rejection of its particular accessories, will lead to its rejection to continuing in another Service Package for which a proposal has been submitted, and the threshold conditions will be reviewed concerning each Service Package.
- 9.1.7 It is hereby clarified that as part of the compliance review of the products submitted by the same Bidder in the Technical Specifications conditions, a review will be conducted for each of the proposed products separately, and non-compliance of some of the products proposed by the same Bidder, will lead to a rejection of the complied offerings of other products, and the review will be conducted separately for each proposed product.
- 9.1.8 It is hereby clarified that the classification of an executional task under its relevant Service Package will be done at the Company's sole discretion.

9.2 **Selection of the Winning Proposals in Service Package 1**, will be performed according to the following phases:

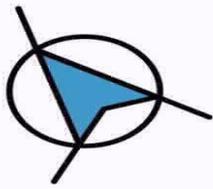


9.2.1 Phase A' - Examining the Bidders' Compliance with the Threshold Conditions of the Procedure.

In this phase, a review will be conducted of the Bidders' compliance with the general threshold conditions as well as the threshold conditions for Service Package No. 1 detailed above. Only those Bidders meeting the procedure's threshold conditions and only those of their proposed components that comply with the threshold conditions, as stated above, will advance as "Continuing Bidders" to the next phase, the Professional Review Phase.

9.2.2 Phase B' - the Professional Review

- (1) In this phase, a review will be conducted of the measure of compliance accessories under offer from the Continuing Bidders that have proven their compliance with the threshold conditions, as detailed in the Technical Specifications contained in **Appendix 1B** of the Terms of Tender Volume.
- (2) The review will be conducted separately for each accessories and relative to the relevant accessories family as designated by the Bidder in its proposal.
- (3) A review of the technical capabilities of the accessories proposed by the Bidder, and that have met the threshold conditions will be performed at the Company's discretion and among other things by conducting a trial experiment for each accessories, as per the specifications in Appendix 1B of the Terms of Tender Volume - the Technical Specifications for Service Package 1 Appendix, and according to the Technical Details Document attached to the Bidder's proposal.
- (4) The accessories classification under the accessories families will be according to that which is specified in the Bidder's proposal. Consequently, the Company may register a single accessory in several Service Packages, and several product families, at its sole and professional discretion.
- (5) Products that have proven their compliance with the specifications detailed in Appendix B1 of the Terms of Tender Volume, and in subsequent reviews that will be required by the Company as stated in sub-section (4) above (insofar as may be required) ("**Approved Products**"), will be included in the framework of the approved product of those Continuing Bidders that have offered the same products, and the Continuing Bidder and the Approved Products will both be incorporated into the relevant Framework Suppliers Repository.
- (6) It is hereby clarified that the Company will be entitled at its sole and professional discretion, to exempt a portion of the proposed



accessories from the professional review phase, and this is among other things based on its previous experience.

- (7) Bidders that all or part of their offered accessories were determined as approved accessories as per the Technical Specifications requirements will advance on to the next phase - an examination of the Price Quotation.

9.2.3 Phase C' - Opening and Examining the Price Quotations

- (1) In this phase, the commercial proposal of all those Bidders that have advanced to Phase C' will be opened.
- (2) As part of the Price Quotation, weight will be given to the offer of a one-time payment for the purchase of the accessories and an offer for its maintenance for five (5) years, as per the specifications contained in Appendix 2.1 concerning Service Package 1.
- (3) Among the Bidders that have advanced to Phase C', **three Bidders that their price quotation for a specific accessories in the framework of the relevant accessories family prove to be the lowest bids**, will be declared Winning Bidders, and included in the Framework Suppliers Repository for Service Package 1 for the Relevant accessories Family.
- (4) The Company will be able to increase the number of Winning Bidders that will be designated as Framework Suppliers in a specific accessories family at its discretion, and in this case, will be incorporated into the Framework Suppliers Repository as was determined and their Price Quotations for a particular accessories as part of the relevant accessories family are the lowest.

9.3 **Selection of the Winning Proposals in Service Package 2**, will be performed according to the following phases:

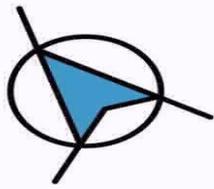
9.3.1 Phase A' - Examining the Bidders' Compliance with the Threshold Conditions of the Procedure.

In this phase, a review will be conducted of the Bidders' compliance with the general threshold conditions as well as the threshold conditions for Service Package No. 2 detailed above.

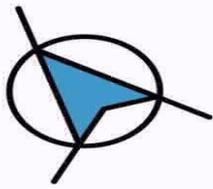
Only those Bidders meeting the procedure's threshold conditions will advance as "Continuing Bidders" to the next phase, the determination of an Initial Quality Score Phase.

9.3.2 Phase B' - Determining the Initial Quality Score

- (1) During this phase, the Company will grade the proposals of the Bidders continuing in Service Package 2 with an Initial Quality Score as per the professional standards listed below:

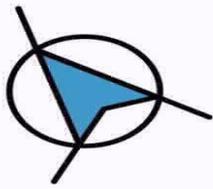


Subject	Score	Maximum Score
<p>Simulations that were conducted, trial experiments and the algorithm's application</p>	<p>2 points for each simulation (as defined in Section 1.4 above) that was conducted utilizing the proposed algorithm</p> <p>5 points for each trial experiment (as defined in Section 1.4 above) that was conducted utilizing the proposed algorithm</p> <p>10 points for each traffic light mechanism in which the algorithm is applied in an operational setting.</p> <p>To the matter of this standard, “The algorithm’s application in an operational setting” refers to the integration of the algorithm in an adaptive control system connected to any traffic light mechanism and transmitting commands in real-time.</p>	<p>40</p>
<p>A Methodology Document and DEMO</p>	<p>In their Methodology Document, Bidders will address the matter of the system’s <i>modus operandi</i>, in a division estimated as follows:</p> <ul style="list-style-type: none"> • The principles of the proposed algorithm for the operation of the traffic light management system (presentation of the algorithm itself is not required) (15 points) • A capability to prefer certain vehicles such as public transport and rescue vehicles (5 points) • The simplicity of installation (10 points) • Compliance with specifications for a uniform communications protocol (5 points) • Compliance with specifications 	<p>60</p>



	<p>for protecting privacy (5 points).</p> <ul style="list-style-type: none"> • Compliance with standards (5 points) • Support and maintenance aspects (5 points) • DEMO - a general demonstration of the algorithm in one of the locations where it is applied (to the extent it exists) (10 points) 	
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- (2) During the initial quality score phase, the Company will review the quality of the proposals according to the documents submitted by the Bidders, in support of the quality's score, including through a review of the methodology document that will be attached to their proposal
- (3) Following the Company's review of the proposed methodology, the Company may, at its discretion, conduct a meeting with one ,few,or all of the Bidders, during which each Bidder will be given the possibility to present and explain their proposed system and its Methodology Document .
- (4) The Company is entitled to hold one or more meetings with each Bidder at its discretion. It will be further clarified that the personal meeting is intended to afford the Company the opportunity to gain a better understanding of the proposed systems and the Bidders' capabilities. During the meeting, the Company will be entitled to request from a specific Bidder or all of them, additional details or clarifications at its discretion. The Bidder will be required to convey the specified completions within a set timetable.
- (5) It should be clarified that the information that will be detailed in the methodology document will constitute a basis for reviewing the system during the initial quality scoring phase. The Bidder will update the Company before this phase concerning any change/diversion created from the methodology document due date and until the same date.
- (6) It is hereby clarified that the review of the proposed methodology by the Company will in no way constitute any agreement and/or approval concerning the system's means of operation.
- (7) As detailed above, for determining an initial quality score, the Bidders will be required, *inter-alia*, to demonstrate before the Company the capabilities of their proposed traffic light management system (i.e., Demo) in a certain segment in the world in which they are currently



operating, as per the specifications detailed in Appendix 3B of the Terms of Tender Volume.

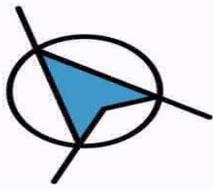
- (8) At the close of this phase, the professional committee operating on the Company's behalf will summarize the Bidders' quality score for this phase.
- (9) The three Bidders whose proposals will receive the highest initial quality score will advance to the next phase (any Bidder that its proposal is designated as stated will be deemed a "**Continuing Bidder.**")
- (10) The three Bidders whose proposals will be ranked as the next in line according to their initial quality scoring will be designated as "**Bidders in Waiting.**" To the extent that one or more of the Continuing Bidders will fail in the Simulation Phase - the Company will be entitled, at its sole discretion, to advance the Bidders in Waiting next in line to the Simulation Phase.
- (11) The proposals of the remaining Bidders will be rejected, and they will not continue to the coming phases of the Tender.
- (12) The Company will be entitled to increase the number of Bidders that will advance to the Simulation Phase, at its sole discretion, including in the case where the Company believes that one or more of the proposals submitted by a Bidder in Waiting contains unique technology that was not included the framework of the other proposals that had advanced to the Simulation Phase.

9.3.3 Phase C' - The Simulation Phase

- (1) The Continuing Bidders will participate in the Simulation Phase, during which each will be required to cooperate with the Company to conduct a simulated application of the proposed algorithm to provide the Company with an opportunity to examine its effectiveness.
- (2) The simulation will be conducted *inter-alia*, according to the standards outlined in Appendix 3B of the Terms of Tender Volume, as per the Company's guidelines and at its professional discretion. The Bidders will receive a score for the Simulation Phase, as per the specifications in the stated Appendix 3B.
- (3) At the close of the Simulation Phase, an **Overall Quality Score** will be given to the Bidder's proposal, according to the following calculation:

The Initial Quality Score * 30% + the Quality Score of the Simulation Phase * 70%
= the **Overall Quality Score**.

9.3.4 Phase D' - Reviewing the Price Quotations and Determining a Weighted Score



- (1) In this phase, the Company will review those commercial proposal of the Bidders that have participated and complied in the Simulation Phase, and determine a Weighted Score for the said Bidders, based on the Overall Quality Score and the Price Quotation, as detailed in the Price Quotation Form (Appendix 2.1) concerning Service Package 2.
- (2) The weight of the commercial proposal score will 30%, and the remaining 70% will be reserved for the proposal's overall quality component.
- (3) The proposals will be ranked according to their weighted final score.
- (4) The three or more Bidders that at the Company's discretion, have received the highest weighted score will be declared Winning Bidders and will be included in the Framework Suppliers Repository for Service Package 2 for their proposed management system, which has been certified by the Company.
- (5) The Company will be able to increase the number of Winning Bidders that will be incorporated into the Framework Suppliers Repository at its discretion, and in this case, they will be included in the Framework Suppliers Repository as will be determined and which received the highest weighted score.

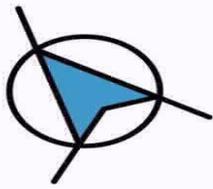
9.4 **Selection of the Winning Proposals in Service Package 3**, will be performed according to the following phases:

9.4.1 **Phase A' - Examining the Bidders' Compliance with the Threshold Conditions of the Procedure.**

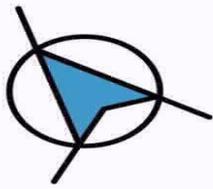
In this phase, a review will be conducted of the Bidders' compliance with the general threshold conditions as well as the threshold conditions for Service Package No. 3 detailed above. Only those Bidders meeting the procedure's threshold conditions and only those AIO systems proposed by them that comply with the threshold conditions, as stated above, will be designated and advance as "**Continuing Bidders**" to the next phase, the determination of an Initial Quality Score Phase.

9.4.2 **Phase B' - Determining the Initial Quality Score**

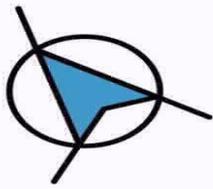
- (1) During this phase, the Company will grade the proposals of the Bidders continuing in Service Package 3 with an Initial Quality Score as per the professional standards listed below:



Subject	Score	Maximum Score
<p>A successful simulation and operational activity</p>	<p>2 points for each successful simulation executed while applying the proposed AIO system</p> <p>5 points for each successful simulation executed based on the proposed AIO system</p> <p>10 points for each traffic light mechanism in which the proposed AIO system has operated in an operational setting for at least three months.</p> <p>To the matter of this standard, “Activity in an Operational Setting”: An adaptive control system connected to any traffic light mechanism, and transmitting to its commands in real-time.</p> <p>“Successful Simulation” - an experiment that showed that the total volume passing through any junction because of the experiment’s execution increased by at least 10%.</p>	<p>20</p>
<p>A detailed listing of <u>accessories</u></p>	<p>The variety of proposed <u>accessories</u> included in the AIO system concerning the <u>accessories</u> families detailed in Appendix B1</p> <p>will be given 2.5 points for each <u>accessories</u> family in</p>	<p>20</p>

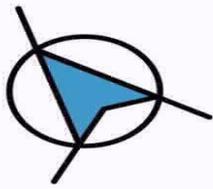


	<p>which an <u>accessories</u> will be incorporated as part of the AIO system compliant with the specifications of Appendix B1.</p>	
<p>A Methodology Document and DEMO</p>	<p>Up to 60 points.</p> <p>In their document the Bidders will address the matter of the system's <i>modus operandi</i>, in a division estimated as follows:</p> <ul style="list-style-type: none"> • The principles of the proposed algorithm for the operation of the traffic light management system (presentation of the algorithm itself is not required) (15 points) • A capability to prefer certain vehicles such as rescue vehicles and public transport (5 points) • The simplicity of installation (10 points) • Compliance with specifications for a uniform communications protocol (5 points) • Compliance with specifications for protecting privacy (5 points). • Compliance with standards (5 points) • Support and 	<p>60</p>



	<p>maintenance aspects (5 points)</p> <ul style="list-style-type: none"> • DEMO - a general demonstration of the system in one of the locations where it is applied (to the extent it exists) (10 points) 	
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- (2) Following the Company's review of the proposed methodology, the Company may, at its discretion, conduct a meeting with one, few, or all of the Bidders, during which each Bidder will be given the possibility to present and explain their proposed system and its concept. As part of the personal meetings, the Bidders will be asked to present their proposed Methodology Document.
- (3) The Company is entitled to hold one or more meetings with each Bidder at its discretion. It will be further clarified that the personal meeting is intended to afford the Company the opportunity to gain a better understanding of the proposed systems and the Bidders' capabilities. During the meeting, the Company will be entitled to request from a specific Bidder or all of them, additional details or clarifications at its discretion. The Bidder will be required to convey the specified completions within a set timetable.
- (4) It should be clarified that the information that will be detailed in the methodology document will constitute a basis for reviewing the system during the initial quality scoring phase. The Bidder will update the Company before this phase concerning any change/diversion created from the methodology document due date and until the same date.
- (5) It is hereby clarified that the review of the proposed methodology by the Company will in no way constitute any agreement and/or approval concerning the system's means of operation.
- (6) As detailed above, for determining an initial quality score, the Bidders will be required, *inter-alia*, to demonstrate before the Company the capabilities of their proposed traffic light management system (i.e., Demo) in a certain segment in the world in which they are currently operating, as per the specifications detailed in Appendix 3B of the Terms of Tender Volume.
- (7) As detailed above, for determining an initial quality score, the Bidders will be required, *inter-alia*, to demonstrate before the Company the capabilities of their proposed AIO system (i.e., Demo) in a certain segment in the world in which they are currently operating, as per the



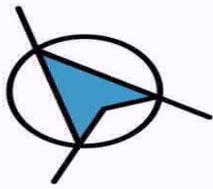
specifications detailed in Appendix 3B of the Terms of Tender Volume. The Company will also examine the need for determining an initial quality score the Methodology Document and the Technical Details Document that was attached by the Bidder to its proposal as detailed above.

- (8) At the close of this phase, the professional committee operating on the Company's behalf will summarize the Bidders' quality score for this phase.
- (9) The three Bidders whose proposals will receive the highest initial quality score will advance to the next phase (any Bidder that its proposal is designated as stated will be deemed a "**Continuing Bidder**"). The three Bidders whose proposals will be ranked as the next in line according to their initial quality scoring will be designated as "**Bidders in Waiting.**" To the extent that one or more of the Continuing Bidders will fail in the Simulation Phase - the Company will be entitled, at its sole discretion, to advance the Bidders in Waiting next in line to the Simulation Phase.
- (10) The proposals of the remaining Bidders will be rejected, and they will not continue to the coming phases of the Tender.
- (11) The Company will be entitled to change the number of Bidders that will advance to the next phase, the Simulation Phase, at its sole discretion, including in the case where the Company believes that one or more of the proposals submitted by a Bidder in Waiting contains unique technology that was not included the framework of the other proposals that had advanced to the Simulation Phase.

9.4.3 Phase C' - The Simulation Phase

- (1) The Continuing Bidders will participate in the Simulation Phase, during which each will be required to cooperate with the Company to conduct a simulation of the proposed AIO system to provide the Company with an opportunity to examine its effectiveness.
- (2) The simulation will be conducted *inter-alia*, according to the standards outlined in **Appendix 3B** of the Terms of Tender Volume, as per the Company's guidelines and at its professional discretion. The Bidders will receive a score for the Simulation Phase, as per the specifications in **Appendix 3B**.
- (3) At the close of the Simulation Phase, an **Overall Quality Score** will be given to the Bidder's proposal, according to the calculation below:

Initial Quality Score * 30% + the Quality Score of the Simulation Phase * 70% =
the **Overall Quality Score**.



9.4.4 Phase D' - Reviewing the Price Quotations and Determining a Weighted Score

- (1) In this phase, the Company will review the commercial proposal price quotations of the Bidders that have participated and complied in the Simulation Phase, and determine a **Weighted Score** for the said Bidders, based on the Overall Quality Score and the Price Quotation, as per the Price Quotation Form (Appendix 2.1).
- (2) The weight of the price component score will 30%, and the remaining 70% will be reserved for the proposal's overall quality component.
- (3) The bids will be ranked according to their weighted final score.
- (4) The three or more Bidders that at the Company's discretion, have received the highest weighted score will be declared Winning Bidders and will be included in the Framework Suppliers Repository for Service Package 3 for their proposed AIO systems, which have been certified by the Company.
- (5) **The Company will be able to increase the number of Winning Bidders that will be incorporated into the Framework Suppliers Repository at its discretion, and in this case, they will be included in the Framework Suppliers Repository as will be determined and which received the highest weighted score.**

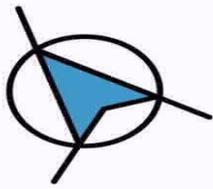
9.5 Selection of the Winning Proposals in Service Package 4, will be performed as follows:

9.5.1 The Company will review the Bidders' compliance with the threshold of the Tender. Subject to the stated in the documents of this Tender, all those Bidders that comply with the threshold conditions for Service Package 4, and have submitted their proposal for inclusion in Service Package 4, will be declared Framework Suppliers for Service Package 4.

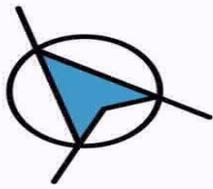
9.6 It is hereby clarified that the Company is entitled, at its sole discretion, to conduct a Tender procedure and establish the Framework Repository, as well as appeal in Individual Referrals concerning any number of Service Packages, concerning each one of the Service Packages, and review the Bidders' proposals for any number of Service Packages that will be conducted separately concerning each Service Package and without dependency between any of the procedures of the various Service Packages, and the Bidders will have no cause for claim or suit, or both, in this matter.

9.7 The Company will be entitled to alter any one of the phases of the Tender by a notification that will be conveyed to all of the Bidders, at any time and for any reason whatsoever, following its absolute decision and none of the Bidders will have any cause for demand and/or claim and/or argument whatsoever concerning the above mentioned.

10. Preference for Israeli Products



- 10.1 Concerning Service Package 1, and the goods component only in Service Package 3, in this Tender the provisions to the matter of the preference for Israeli products are applicable, as per the Mandatory Tender Regulations (Preference for Israeli Products), 5755 -1995 (hereinafter: “**Product**” or “**Item**,” “**the Regulations**” and “**Preference**,” respectively)
- 10.2 Preference will be given to a certain product (at the item level) as part of the price standard, in the Bidder’s proposal that is an Israeli Product (even if the Bidder is the Manufacturer of the relevant product).
- 10.3 Accordingly, any Bidder interested in receiving preference relative to a certain item in the price quotation will indicate this on the Price Quotation Form concerning each item for which the said preference is requested and attach to its Tender proposal all the relevant affidavits as detailed in Appendices 10 a-d of the Terms of Tender Volume (as appropriate). Among other things, the Bidder will attach to its proposal a declaration concerning the rate of the Israeli component, as it is defined in the regulations, from the Price Quotation in the Tender, backed by an accountant’s affirmation, attached as **Appendix 10e** to the Terms of Tender Volume.
- 10.4 The required price rate of the Israeli component for receiving the said preference is at least 35% of the Price Quotation.
- 10.5 To receive preference in the case in which the preference is given to goods from the Gaza Envelope area, the Bidder is required to attach an affidavit by which its proposal is for goods emanating from the Gaza Envelope area that met the regulation’s stated specifications.
- 10.6 For the avoidance of doubt, it is clarified that Ayalon Highways will be entitled not to give preference to a Bidder that has labeled a certain item as one for which it seeks preference without having attached all the required affidavits and certifications, or attached affidavits and certifications not completed as required, or turn to the said Bidder to receive clarifications or completed information, or both, in connection with the affidavits and certifications mentioned above.
- 10.7 The preference will be calculated at the item level, such that for comparing the Price Quotations, the price offered for the item that is entitled, according to the regulations for preference, will be divided by the relevant factor for granting the said preference (1.15 in preference for Israeli Products, 1.2 in preference for goods from the Gaza Envelope Area).
- 10.8 Should the proposal of the Bidder of foreign goods receive a result by which it is eligible for inclusion in the Framework Supplier Repository, the said Bidder will indeed be included in the repository as a Framework Supplier.
- 10.9 Should after the said weighting, the proposal of a Bidder of Israeli manufactured goods receives a weighted result identical to, or higher than that of a proposal



comprised of foreign manufactured goods found eligible for inclusion in the Framework Suppliers Repository, the Company will offer to the Bidder of the proposal to place its original Price Quotation without preference of 15% as stated above at an amount such that its price, will be identical to that of the Bidder of foreign manufacture that has submitted a Price Quotation deemed eligible for inclusion in the Framework Suppliers Repository.

Should the Bidder not agree to contract as stated in this Section, the Company will propose its offer as stated, to two additional Bidders (if such exist) of Israeli Manufactured goods, as long as their Price Quotations are not lower than the proposal of the Bidder of foreign manufactured goods.

10.9.1 The referral to the Bidders will be done according to the order of the Price Quotations' rankings, from the lowest to the highest.

10.9.2 Should it be that none of the said Bidders above will agree to the said price reduction, the Framework Agreement will be signed with a Bidder of Israeli Manufactured Goods that following the referral, will be ranked as next in line, subject to the provisions and terms of the Tender.

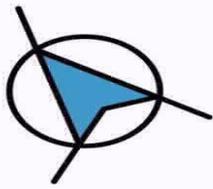
10.10 To the matter of this Section, "**Manufacturer**" - that who has manufactured goods or implemented in them a substantial transformation, such that consequently, new or different goods were received, and to the matter of goods from the Gaza Envelope Area including a substantial double transformation; the remaining terms in this Section above will be as their meaning in the regulations.

11. Framework Suppliers Guarantees (following the declaration of Tender Winners), and Performance Guarantees (following the conveyance of an executional task)

To dispel any doubt, it is clarified that the Bidders are not required to attach a bank guarantee to their Tender proposals. Below is a detailed listing of the guarantees that the Framework Suppliers will be required to post, should they be winners in the Tender, following the declaration of their win in the Tender, and as per the relevant Service Package.

11.1 A Current Guarantee to Secure the Winners' Obligations in Service Package 2 and/or Service Package 3

11.1.1 To secure and ensure that the Framework Suppliers in Service Package 2 and/or Service Package 3 will accept performance of the executional tasks assigned by the Company from time to time, and will accept execution of the works incorporated in the said executional tasks as per the terms of the Tender, the winners in the Tender in these packages will post to the Company, within 14 days following receipt of the notification of their Tender win, an unconditional, autonomous,

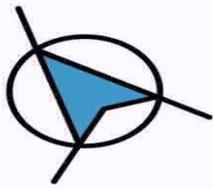


and irrevocable bank guarantee of an Israeli bank, or an insurance company in possession of a license to engage in insurance under the Control of Financial Services (Insurance) Law 5741-1981, for the benefit of the Company, in the wording attached to the Framework Agreement, in the amount of NIS 50,000 for Service Package 2, and an amount of NIS 25,000 for Service Package 3 (above and below: “**Current Guarantee**”).

- 11.1.2 The current guarantee will remain in effect for 26 months from the date of the start of the contract. Should the Company exercise its option and extended the contract with the Framework Supplier, the latter will extend its current guarantee such that its validity will terminate two months after the termination of the extended contract.
- 11.1.3 Should the Framework Supplier fail to extend the validity as stated for the current guarantee, the Company will be entitled, without derogating from any other remedy afforded it, to foreclose as pre-assessed and agreed compensation the current guarantee of the Framework Supplier, and subsequently initiate its removal from the Framework Suppliers Repository.
- 11.1.4 The Company's Tenders Committee may order the forfeiture of the current guarantee of a Framework Supplier, in whole or in part, after allowing a presenting of its claims, and as agreed and pre-assessed compensation, if despite having been assigned an executional task, failed in the fulfillment of its obligations thereof, including its signature on the standard Suppliers Agreement and/or issuance of a performance guarantee for the performance of the work subject of the said executional task. Nothing in this Section will derogate from any right or remedy (or both) of Ayalon Highways, including its right to cancel the Framework Agreement signed with the Framework Supplier and to remove it from the Framework Suppliers Repository.
- 11.1.5 To dispel any doubt it is clarified that a Winning Bidder will not be entitled to raise any argument concerning the financial scope of any assigned executional task and obligated to execute every assigned executional task, including a task, the scope of which is not high, and the Bidders will take this under consideration in their Price Quotation.

11.2 **Performance Guarantee (as per the financial scope of the executional task) in Service Package 4**

- 11.2.1 A Framework Supplier that has been assigned by the Company an executional task as part of Service Package 4 will convey to the Company an autonomous, independent and unconditional bank guarantee to secure the fulfillment of its obligations, and this, under



the agreement for execution of the said task, in the wording attached to the said agreement, and comprising an inseparable part thereof, or in any other wording that may be determined by the Company from time to time, at a rate of 5% of the financial scope of the works incorporated in the executional task (VAT not included), or at another rate that will be determined in the agreement for execution of a task. This guarantee will be posted to the Company within five (5) business days from the receipt of notification to the Winner that the Company has decided to assign it an executional task.

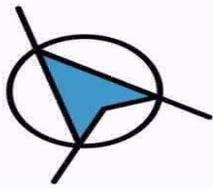
- 11.3 It is hereby emphasized that any guarantee issued by an insurance company (whether a current guarantee or a performance guarantee) must be signed by the insurance company, and not by any agent on its behalf.

12. The Contract Agreement as a Framework Agreement

- 12.1 The Company intends to enter into a framework contract with several winning Bidders, at its sole discretion, that will be included in the repository of framework suppliers in the field of the required services.
- 12.2 The Framework Agreement that will be signed between the Company and each one of the winning Bidders in the Tender will be a Framework Agreement for Execution of Executional Tasks, where the Company, at its sole discretion, and according to its needs, will conduct Individual Referrals for requests for quotations in connection with the executional tasks among the winning Bidders from time to time and under the specifications above.
- 12.3 Before the assignment of any executional task to a Framework Supplier, a Work Order for a specific executional task will be conveyed, as detailed in Section 16 below, for execution, and an Agreement for Execution of an Executional Task will be signed.
- 12.4 For the avoidance of doubt, it is clarified that there is nothing in the tender documents and in the framework agreement, to ensure winning Bidders any scope of work whatsoever for the execution of the tasks for execution contained in the tender, which will be implemented solely as per the Company's needs and at its sole discretion, and which will give the winning Bidders no grounds for any demand and/or claim and/or argument whatsoever as to the mentioned above.

13. Complementary Tender

13.1.1 It will be clarified to Bidders that in light of the character of the tendered services, and the need to provide a dynamic response in the tendered fields, the Company will be entitled to publicize a Complementary Tender for any one or more of the Service Packages (hereinafter: "**Complementary Tender**"), and all at the Company's sole discretion.

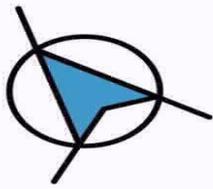


13.1.2 It is further clarified that there will be nothing in the publication of the said Complementary Tender to derogate from the declaration of the Winners of the Tender, part of the Framework Suppliers Repository.

13.2.3 Without derogating from the mentioned above, Ayalon Highways reserves the right to add as part of the said Complementary Tender, New Service Packages, and determine the threshold conditions for these Service Packages (hereinafter: “**New Service Packages**”). Bidders declared as winners, in one or more of the categories as part of this Tender, will be entitled to submit their proposals for the New Service Packages.

14. The Contract Period

- 14.1 **The contract period with the winning bidder will be for twenty-four (24) months. Ayalon Highways is hereby granted the right of choice (option), at its sole discretion, to extend the contract period for three additional 12-month periods, each.** It will be clarified that Ayalon Highways will be entitled at its sole discretion, and without having to give a reason for its decision, to extend the Contract Period with only some of the Framework Suppliers while concerning others the Contract Period will not be extended, and the Winning Bidders waive *a priori* any claim and/or demand and/or suit in this matter.
- 14.2 The start of the Contract Period for each one of the Service Packages will be the date that the first Framework Supplier for the relevant Service Packages has signed the Framework Agreement with the Company and, in doing so, entered the Framework Supplier Repository. It is clarified that the Contract Period with other Tender Winners that will sign the Framework Agreement at a later day, will be shorter, and will begin from the date from the Contract Period began concerning the first Framework Supplier in the said relevant Service Package.
- 14.3 It is clarified that the Contract Period as stated in Section 14.1 above is the period during which the Company is entitled to refer to those Framework Suppliers included in the Framework Supplier Repository in the relevant Service Package for the execution of an executional task, and there is nothing in the said Contract Period and/or its termination to derogate from the Company’s right to convey to Framework Suppliers the execution of executional tasks, even if the deadline for the conclusion of the works as part fo the executional task is after the termination of the said Contract Period as stated in Section 14.1 above. In other words, upon conclusion of the Contract Period as stated in Section 14.1 above the Company will not be entitled any longer to turn to the Framework Suppliers for the execution of new executional tasks; however, execution of those executional tasks already assigned to any of the Framework Suppliers during the Contract Period, including maintenance and/or warranty services as part of the said tasks, will conclude as per the schedule determined for each, and even if termination of the execution of the said works comes after termination of the Contract Period as per Section 14.1 above.



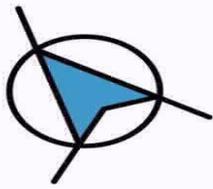
- 14.4 In addition to those mentioned above, it is clarified that for each executional task, a Framework Agreement contracting for the execution of a specific executional task will be signed between the Company and the Framework Supplier in the wording attached as Document D' to the Tender Documents. To dispel any doubt, it is clarified that all of the documents attached to the Tender will be considered an inseparable part of any Agreement for the execution of any task that will be signed, and if signed, with any of the Framework Suppliers.

15. Performing a Trial Experiment

- 15.1 The Company will be able to demand that the Framework Suppliers (all or some) conduct a trial experiment for an examination of the traffic light management system or the AIO system, and this at its discretion.
- 15.2 As part of the trial experiment, the Framework Supplier will be required to connect the traffic light mechanism (one or more) operationally, and this to examine the system's effectiveness.
- 15.3 The trial experiment will take place as per the parameters defined by the Company and inter-alia as per the preliminary specifications concerning the trial experiment, as detailed in Appendix 3B of the Terms of Tender Volume.
- 15.4 At its discretion, the Company will be entitled to require that a Supplier present any document and/or other certification concerning the proposed traffic light management system or the AIO system, including the testing conducted on the system.
- 15.5 It is hereby clarified that if a Bidder fails to comply with the trial experiment stipulation, the Company will be entitled, although not obligated, to remove the Bidder from the Framework Supplier Repository, and at its sole discretion turn to the Bidder next in line that received the highest weighted score, and was not included in the Framework Supplier Repository, for its addition to the Framework Supplier Repository, and execution of a trial experiment for its proposed management or AIO systems.

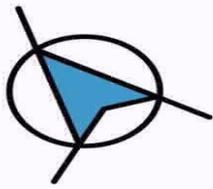
16. An Individual Referral for Receipt of Proposals Concerning the Execution of a Task

- 16.1 After Ayalon Highways has formulated specifications for certain services that it requires, Ayalon Highways will distribute an Individual Referral for the receipt of technical proposals together with guidelines for submitting Price Quotations concerning the provision of the services (hereinafter: "**Individual Referral**" and "**Individual Referrals**," respectively).
- 16.2 It is clarified that a prerequisite for a Framework Supplier's participation in the Individual Referral procedure, is the presentation of approval by the Inter-



Ministerial Committee for Traffic and Safety Devices in the Transport Ministry, concerning the proper working order of all the components required for application of the system including approval of the accessories/traffic light management system/adaptive control system (as appropriate).

- 16.3 The Individual Referral will be made to those of the relevant Framework Suppliers in the Service Packages, including Framework Suppliers in various Service Packages, all according to the required services of the Individual Referral, and at the Company's discretion.
- 16.4 It is clarified that the Tenders Committee of Ayalon Highways, in the context of a written, reasoned decision, will be entitled to decide to appeal in an Individual Referral to only certain Framework Suppliers, and not to all the Framework Suppliers according to its considerations detailed below.
- 16.5 Subject to the Company's discretion, an Individual Referral for the supply of accessories in the Service Package 1 framework will be done for the most part and as appropriate, together with a parallel Individual Referral for the receipt of proposals for a management system in the framework of Service Packages 2 or 3.
- 16.6 In the Individual Referral framework, Ayalon Highways will convey to the Framework Suppliers, a call for services that will contain the relevant details such as the number of Winning Suppliers from each package, unique technical specifications, planning documents, quantity details, special conditions and instructions concerning the services required in the framework of the Individual Referral, schedules for realization, requirements for coordination with various entities, the means for determining the executing supplier(s) (one or more), as well as the specifications for submitting a response from the Framework Suppliers.
- 16.7 Without derogating from the generality of those mentioned above, the Company is entitled in the framework of the Individual Referral to include, among other things, the instructions listed below:
 - 16.7.1 Additional preliminary specifications and conditions concerning the Bidder and/or the supplied products/services.
 - 16.7.2 A mechanism for selecting the Framework Supplier that will be chosen to execute the task including by comparing the Price Quotations solely or by a combined comparison of the price quote and the technical quality aspects, as per standards that will be detailed, as well as a mechanism for selecting proposals among the reasonable proposals, by instituting an automatic rejection of those proposals that exceed the range outlined in the said mechanism.
 - 16.7.3 Define the segments in which an adaptive control system will be installed, including if there is no continuity between them, or they are



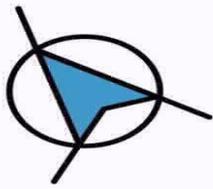
situated in different cities. At the same time, the Company will be able to split up the works in a specific compound into several executional tasks.

16.7.4 Publicize executional tasks identical to other executional tasks for which the executing supplier has been determined.

- 16.8 The Individual Referral will be conveyed to the Framework Suppliers in the relevant Executional Task Service Packages by any means chosen by Ayalon Highways, at its sole discretion, and this includes through an online system, physical delivery, email, digital media, and cloud download, etc. In the referral's framework, a deadline will be determined for the submission of individual proposals, including the Price Quotation relative to the task's execution by the Framework Suppliers.
- 16.9 The Bidders will propose as part of their proposals to the Individual Referral, to the extent such will be required as part of the Individual Referral, a Price Quotation concerning their proposed systems, and this, concerning each of the items and works proposed and detailed in the Bill of Materials, as well as any other details that may be necessary as part of the Individual Referral.
- 16.10 The prices offered by the Bidders in Service Packages 1-3 in their proposals to this Tender will obligate the Bidders as maximum price in the Price Quotation submitted by them as part of the response to the said Individual Referrals, and independent of all the remaining Individual Referral's conditions and components.
- 16.11 The remuneration to which the Framework Suppliers will be eligible will be determined as per the pricing mechanism that will be defined in the Individual Referral and the offers that will be submitted by the Framework Suppliers in their proposals. The Framework Suppliers will be obligated to perform the executional tasks according to the prices, which were stated in the Price Quotation submitted in response to the Individual Referral.

17. Selection of the Framework Supplier(s) for the Performance of an Executional Task

- 17.1 The individual proposals will be reviewed according to that which is outlined in the Individual Referral, the provisions of this Section, and the provisions below.
- 17.2 Subject to the relevant provisions of the Tender Documents and Individual Referral, Ayalon Highways will convey the executional task to a Framework Supplier that its proposal was ranked with the highest possible score, and this, as defined in the Individual Referral.



- 17.3 If two (or more) Framework Suppliers that have submitted price quotations for an Individual Referral that are deemed the best proposals, and are equal in value and terms, the Company will be entitled, at its sole discretion, to act in one of the following two ways:

17.3.1 Conduct an additional pricing competition

In the framework of the additional pricing competition, each one of the mentioned Framework Suppliers will be permitted to improve their submitted Individual Referral Price Quotation proposal. The Framework Supplier that offers the best Individual Referral Price Quotation will be selected to execute the executional task. A Framework Supplier permitted to submit an improved offer as stated in this clause, but chose not to do so, will be considered to have proposed a 0% discount relative to the original bid, and the monetary bid will be in accordance to the proposed price quotation to the Individual Referral previously submitted.

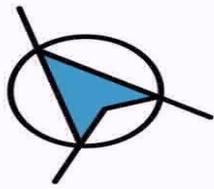
Even after the above mentioned additional pricing competition, there remained offers of equal status, the Ayalon Highways Tenders Committee is authorized, as part of a reasoned, written decision, to take one of the following actions: (a) decide on the winning bid as per the detailed considerations; or (b) conduct an additional pricing competition or conducting a lottery as detailed in Section 17.3.2 below.

17.3.2 Conduct a Lottery

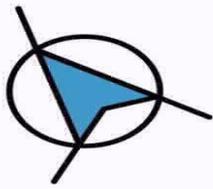
In the framework of these proceedings, Ayalon Highways will conduct a lottery between those Framework Suppliers that have submitted equal monetary offers, as stated above. The Framework Supplier chosen in the lottery will be selected by Ayalon Highways to perform the executional task.

- 17.4 Cancellation of the winning supplier as part of the executional task, and its removal from the Framework Suppliers Repository

17.4.1 Should the Framework Supplier assigned to perform an executional task, and failed in meeting any of the obligations, Ayalon Highways will be entitled, at its sole discretion, to cancel the executional task win, or allocate an additional extension so that it may fulfill its obligations. If Ayalon Highways canceled the Framework Supplier's awarding of the executional task because the latter failed to fulfill its obligations, Ayalon Highways would be entitled to remove it from the Framework Suppliers Repository, without derogating from any other available remedies.



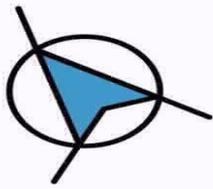
- 17.4.2 Without derogating from the above mentioned and herein, if Ayalon Highways canceled the Framework Supplier's award of an executional task because the latter failed to fulfill any of its obligations, Ayalon Highways will be entitled to declare the Framework Supplier whose proposal to the Individual Referral was ranked in the position after the Framework Supplier whose winning proposal was canceled, as the awardee of the executional task, or cancel the executional task, all according to its sole and absolute discretion, and the Framework Supplier that its Price Quotation to the Individual Referral that it submitted was ranked after the individual proposal of the Framework Supplier that its proposal was canceled has and will not have any argument and/or demand and/or suit in this matter.
- 17.4.3 Without derogating from any right afforded Ayalon Highways, and in addition to any right that is as per any law and under the terms of the Tender, in the case in which Ayalon Highways has canceled the Agreement with the winning Framework Supplier of the executional task for any reason whatsoever, Ayalon Highways will be entitled, although not obligated, to turn to the Framework Supplier ranked after the Framework Supplier that was awarded the executional task, and instruct him to enter into a contract under the auspices of an Agreement for the performance of a specific executional task to continue execution of the works as per the terms and conditions of the individual price quotation that he submitted concerning the executional task. For the avoidance of doubt, it is hereby clarified that exercising of the right as stated under this Section is at the sole and absolute discretion of Ayalon Highways and that the Framework Supplier that its proposal as ranked beneath the Framework Supplier with whom the Contract Agreement for the performance of a specific executional task that was signed and subsequently canceled, and/or any other Framework Supplier will have no claim and/or demand and/or suit in this matter.
- 17.4.4 Also, and without derogating from the above mentioned and herein, if where it is made known to Ayalon Highways that a Framework Supplier is failing to fulfill any of its obligations concerning the executional task as per the Agreement signed with it or fails in responding to Individual Referrals, Ayalon Highways will be entitled, at its sole discretion, to decide against the selection of the same Framework Supplier for the execution of subsequent and additional executional tasks, without derogating from any available remedy according to the Tender and/or any law.



- 17.4.5 In the case in which the Framework Supplier has failed to submit its bid to any one of the Individual Referrals conveyed by Ayalon Highways, Ayalon Highways will be entitled to remove it from the Framework Suppliers Repository, all at its sole discretion and without derogating from any other available remedies.
- 17.4.6 The Framework Supplier whose winning offer in the performance of a specific executional task has been canceled and/or removed from the Framework Supplier Repository as stated, will bear no claim against the Company and in fact by submitting its offer waives any claim, suit and/or demand against the Company in connection with the cancellation of its awarded offer and/or its removal from the Framework Supplier Repository.

18. Assigning Tasks for Execution

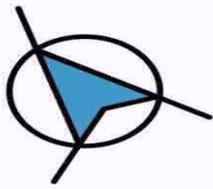
- 18.1 **To dispel any doubt, it should be clarified there is nothing in the winning of this framework tender to ensure to any of the Winning Bidders that Ayalon Highways will indeed convey any tasks for execution whatsoever and will order any of the services and/or in any volume thereof.**
- 18.2 **Without derogating from the above mentioned, this Tender does not establish towards the Framework Suppliers any commitment, except the commitment of Ayalon Highways to incorporate them in the Framework Supplier Repository, from which Ayalon Highways will select from time to time and under the provisions of this Tender, the Framework Supplier with whom it will engage for the execution of a specific task.**
- 18.3 It is further clarified that Ayalon Highways is incapable of knowing and/or presenting at this time the detailed scope and/or character and/or guidelines concerning the application of the solutions that will be proposed as part of the Tender and the specific executional tasks that will be conveyed for actual execution by the Framework Suppliers, and those that will be formulated by the Company in the future, as per the needs and discretion of the Company.
- 18.4 For the avoidance of doubt, it is clarified that Ayalon Highways, at its sole and professional discretion is entitled not to conduct any additional competitive procedure for assigning any task whatsoever to any of the Framework Suppliers and/or not to turn to the Framework Suppliers for the performance of any task, and instead, publish additional Tenders and/or conduct other competitive procedures in connection with the performance of any task that could be performed in the framework of this Tender, or contract with any other entity for such a purpose, all as per the law.



- 18.5 It should be clarified that the delivery of executional tasks as per the provisions of this Tender framework is subject to receiving the budgetary approvals suitable for their execution.
- 18.6 To dispel any doubt that the Company is entitled to execute some of the work on its own or through third parties outside the proceedings and/or publicize tenders and conduct additional proceedings, all at its sole discretion, and this tender does not constitute any obligation on the part of the Company to the winners of the Tender.
- 18.7 It is further clarified that the Company, at its sole and professional discretion, will be entitled not to turn to any Framework Supplier for implementation of its proposed solution, and instead contract and/or publicize Tenders and/or conduct other competitive proceedings concerning the application and assimilation of the tendered system that could be executed in the framework of this Tender, or contract with any other entity for such purposes, all within the provisions of the law. **Accordingly, it will be stated explicitly that a Framework Supplier will not be granted any exclusivity whatsoever by the Company concerning the application and/or assimilation of technological solutions that are the subject of the Tender.**
- 18.8 Indeed, submission of a proposal to the Tender views the Bidders as those who agree and approve the above mentioned, and waive any claim, demand and/or suit against Ayalon Highways and/or those acting on its behalf for and/or in connection to the provisions of this Tender.

19. Contradictions and/or Discrepancies, Clarifications, and Changes

- 19.1 Insofar as the Bidder believes that the tender documents contain contradictions and ambiguities, the Bidder may appeal in writing with queries for clarification until noon on the date of August 17, 2020, via the designated tab in the e-tender system on the Tender page, while detailing the clarifications, contradictions, errors, discrepancies or any doubts which may be found concerning the precise meaning of each section or any detail whatsoever.
- 19.2 It should be clarified that for the submission of any clarifying queries, it is necessary to register in the e-tender system as specified in Section 5 above.
- 19.3 The Company's answers to Bidder's queries and inquiries will be uploaded to the tender page in the e-tender system, under the tab of the tender, and will be available for Bidder's reference together with the remaining tender documentation. **Bidders are under obligation to keep current with the Company's publications in connection with the Tender.**
- 19.4 It should be emphasized that at the clarification questions deadline, the system will be locked to prohibit the submission of subsequent questions for clarification.

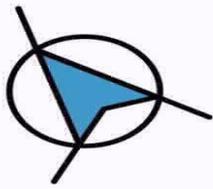


Clarification questions should not be submitted in any way other than as outlined above and through the said e-tender system.

- 19.5 Whoever does not refer in the manner as stated, will be prevented from making any argument(s) concerning improbability and/or ambiguity, errors, discrepancies, and mistakes, etc.
- 19.6 The Company is entitled not to address inquiries for clarification and/or objections, as stated in Section 6.1 above, or any part thereof, and convey its response to all the Bidders (without naming the Bidder who has contacted them), all at its sole discretion. If the Company fails to address the referral and/or objection until the deadline for proposal submission, this will be viewed as a rejection of the Bidder's inquiry.
- 19.7 Without derogating from the above mentioned, the Company reserves the right to introduce modifications and revisions into the tender documents until the final deadline for proposal submissions, whether at its initiative or in response to Bidders' queries, all at its sole discretion. The modifications as mentioned above and revisions will be an inseparable part of the terms of the Tender and will be brought in writing to the attention of the participants of the Tender that will be published on the Company website at the address noted above. To the extent that such changes are material and, in its judgment, require postponement of the deadline for proposal submission, the Company, at its discretion, will be entitled to announce the postponement of this date.
- 19.8 Every response of the Company and/or of its representative to a Bidder will be exclusively in writing, and there is no validity to any answer given by any other means. The Company will not be responsible for any explanations given by its employees, subcontractors on its behalf and/or any other person in the context of terms, conditions and stipulations pertaining to the tender and/or the proposal, and communications between the Company and Bidders will be based solely on written documents.
- 19.9 It is clarified that the Company's reference to the Bidders' inquiries concerning clarifications and/or modifications, if there is such a reference, at the Company's discretion, will be done without naming the Bidder who contacted it.

20. Bidders Meeting

- 20.1 The Company intends to conduct a Bidders meeting. The objective of the meeting to offer a general background concerning the tendered subject and address any questions that are liable to arise among the Bidders. At the same time, and for the avoidance of doubt, the purpose of the Bidders meeting is to assist in discussing and resolving questions that will arise. It is stated and should be clarified that anything said during the Bidders' meeting will not obligate the Company, will not represent any representation, and not contradict the Tender documents. Participation in the meeting, as stated, indicates agreement to this condition.



- 20.2 Unless determined otherwise, the Bidders meeting will take place on August 3, 2020, at noon. The meeting will be conducted in the Zoom meeting application. The participants are asked to sign in precisely and on time.
- 20.3 **It is clarified, participation in the meeting is not compulsory, however, recommended.** It should be clarified that the Company, at its sole discretion, will be entitled to conduct additional Bidders meetings.

21. **Reservations**

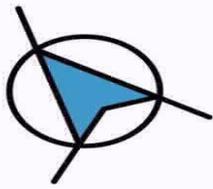
- 21.1 No modification, whether by way of addition, by way of deletion or otherwise, shall be included in the Tender documents and/or documents of the Individual Referral. Any changes or additions made to the Tender documents and/or the documents of the Individual Referral (RFQ), of any kind, or any reservation thereof, whether by an addition to the body of documents or by accompanying letter or otherwise, may result in the rejection of the proposal or bid, as relevant - all according to the sole and absolute discretion of the Company.
- 21.2 Also, failure to fill out any of the details required by the Bidder to fill out and/or failure to sign and/or any deviation from the requirements of the terms of the Tender may also result in the rejection of the proposal - all according to the sole and absolute discretion of the Company.

22. **A perusal of the Winning Bids**

Following the conclusion of the Tender and the declaration on its results, the Tender participants are entitled to peruse the procedure's materials under the provisions of Regulation 21(e) of the Mandatory Tenders Regulations, 5753 - 1993. The review as mentioned above will take place in the Company's offices, subject to the delivery of a written request to the Company and advance coordination concerning the said perusal with a Company representative through an email to shanil@ayalohw.co.il and subject to the payment of expenses of 500 NIS to the Company, for sending the material for perusal and/or meeting for perusal, and for covering the costs involved in the said perusal.

23. **The Company's Rights**

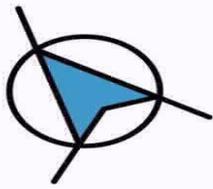
- 23.1 Without derogating from any provision of the provisions of the Tender and in addition to them, the Company will be entitled, although not obligated, to postpone any proposal found to be incomplete, or unclear, or not prepared as per the tender documents, and this, at the sole and absolute discretion of the Company.
- 23.2 The Company reserves the right to cancel the tender, for any reason whatsoever, on any date, including after any proposal submission deadline, including the number of proposals submitted, their nature, and the amount stated in Price Quotations, which are the reasons that may underlie the company's decision to cancel the tender.



- 23.3 The Company will be entitled, although not obligated, at its sole discretion, to demand from a Bidder and/or a third party to provide additional information and/or clarifications and/or explanations and/or supplements concerning the Bidder's proposal and/or enable the Bidder to do so, including in the matter of presenting any document, certificate, permit or license as required according to the terms of this Tender, and including the need to prove compliance of the Bidder with the threshold conditions, as long as every document, certificate or permit is valid and applicable to the final bids submission deadline.
- 23.4 The Company reserves the right to forgive fulfillment of any requirement or condition of the terms of this tender that are not essential and do not violate the principle of equality, all of which is at the discretion of the Tenders Committee.
- 23.5 The Company reserves the right to invite the Bidder to a personal interview, and all at its discretion.
- 23.6 The Company is entitled, at its sole discretion, to negotiate or not to negotiate with the Bidders (or any of them).

24. Additional Qualifier

- 24.1 Without derogating from any of its rights afforded under the law, the Company reserves the right to turn to the Bidder ranked in the proposal rankings beneath the Awardees in some or all, or both, of the Service Packages (hereinafter: "Additional Qualifier"), so that the latter may grant the services as per its proposal, and this in the event an Awardee fails to comply with the terms and obligations according to the Tender and/or the Agreement, and if the Company is interested in receiving the tendered services from an additional entity.
- 24.2 In the event the Company chooses to act as stated in Clause 24.1 above, the Company will notify the Bidder of its status as an Additional Qualifier, and the Additional Qualifier will act according to the provisions and instructions that apply to the Awardee, and in this matter will see the date of the Company's notification according to this Section as the date of the winning bid notification.
- 24.3 The Additional Qualifier will be given a 7-day stay from the date of the Company's notification to inform the Company of its acceptance. Should the Additional Qualifier fail to do so, or respond in the negative, the Company will be entitled to return and offer its proposal to the Bidder that ranked beneath the first Additional Qualifier and so forth and so on.
- 24.4 For the avoidance of doubt, it is hereby clarified that the exercise of the right under this section to call upon another Additional Qualifier or to the next Bidder that ranked thereafter is in the sole and absolute discretion of the Company, and the Bidders have no claim and/or demand and/or suit relating to the declaration of his bid as the winning proposal in the Tender due to cancellation of the winning



proposal submitted by the Awardee and/or the cancellation of the contract with the Awardee.

- 24.5 The above mentioned will not adversely affect the right of the Company to act by any other lawful means in this case, including without derogating from the generality of those described above, carry out a new procedure for selecting an Awardee to provide the services. The selection of an Additional Qualifier or the signing of an agreement with the said party is not to prejudice any right or claim that the Company will stand against the Awardee in the said case.

25. Conflict of Interest

The Company hereby notifies all of the following instructions:

- 25.1 An organ in the Company (including a Director or CEO), his relative, agent or partner, or a corporation that one of the above mentioned holds, directly or indirectly, any rights whatsoever, and/or one of them is a manager and/or employee responsible to said individual, is ineligible to participate in this tender. As to the matter of “**relative**” - spouse, parent, son or daughter, brother or sister.
- 25.2 A Bidder or anyone on his behalf, for whom there is a conflict of interest with the tendered works and/or there is a conflict of interest between the said individual and Ayalon Highways - will be unable to participate in the Tender unless approved by the Company and subject to the terms and conditions imposed on the Bidder, at its sole discretion.
- 25.3 Without derogating from the above mentioned, the Bidder and his personnel are required to attach a Declaration Concerning the Absence of Conflict of Interest in the wording attached to the terms of the tender volume as Appendix 9.

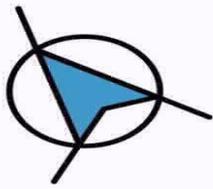
26. Insurance Requirements

The Bidders' attention will be drawn to the requirements issued by the Company concerning the existence of insurance policies by a Framework Supplier, to whom the task will be assigned for implementation. Any reservations concerning the insurance requirements must be raised as part of a query for clarification and within the designated time frame. No reservations concerning the insurance requirements will be accepted following the submission of the bid.

27. General Conditions

27.1 Applicable Law

These proceedings are subject to the laws of the State of Israel, in their version from time to time. The proposals will be prepared and submitted according to any law, and the Bidders shall be deemed to have received appropriate legal counsel for participation in the proceedings and proposal submission.



27.2 **Jurisdiction Clause**

Any matter relating to these proceedings shall be heard only in the competent courts of the City of Tel Aviv-Jaffa.

27.3 **Participation Expenses in the Proceedings**

The Bidder will be the sole bearer of its expenses and costs incurred in its participation in the procedure, including the Demo, the simulations and all that is associated herewith, as well as expenses incurred in any additional procedure whether or not noted expressly in the Tender Documents, and will not be eligible to any indemnification from Ayalon Highways for these expenses.

27.4 **Budgetary Approval**

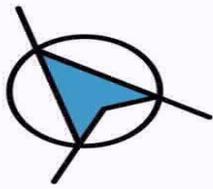
It is clarified that at the date of publication of the tender, the budgetary approval for execution of the tendered works has not yet been attained. Therefore, it is a possibility of the cancellation and/or delay of the Tender at the start of the works' execution. Indeed, submission of a proposal to the Tender views the Bidders as those who agree and approve the above mentioned, and waive any claim and/or demand and/or suit against Ayalon Highways and/or those acting on its behalf in this matter and undertake not to raise any claim, demand and/or suit against the Ayalon Highways and/or those acting on its behalf and/or in connection with the cancellation of the tender and/or postponement of the starting date for execution of tendered works due to the failure to receive budgetary approval.

To dispel any doubt, it is hereby clarified that in the case of cancellation of the Tender and/or postponement of the starting date for execution of tendered works, due to the failure to receive budgetary approval, the Bidders will not be eligible for any compensation and/or additional payment, of any type whatsoever, including payment due to expenses incurred in the preparation of the proposal and/or any other expense incurred in connection with the Tender.

27.5 **Single Proposal**

Each Bidder is entitled to submit only one proposal. The above also applies to the person controlling or controlled by the Supplier or controlled by a third party who also controls the former. For this purpose, the term "**control**" is defined as holding over 50% of the voting rights in the general assembly or the right to appoint more than 50% of the directors.

Itamar Ben Meir,
General Manager



Appendix 1

Bidder Profile

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

Year founded: _____

Bidder's Address: _____

Telephone: _____

Fax: _____

Email: _____

Bidder's contact person: _____ position: _____

Mobile phone no.: _____

Names of the bidder's owners: 1. _____ I.D. _____

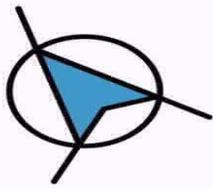
2. _____ I.D. _____

3. _____ I.D. _____

(If the company's owner is a corporation, list the owners of it)

Names of the authorized signers on behalf of the Bidder:

The Bidder's Signature:



Appendix 2

FAO

Ayalon Highways Co. Ltd

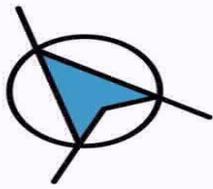
Dear Sir/Madam,

Proposal Form

1. We, the undersigned, after a careful reading, examination, and understanding the instructions of Ayalon Highways Co. Ltd (hereinafter: “**The Company**”) to submit a proposal to enter into an online framework as part of E-Tender (online) no. 21/20 for the supply of accessories, construction, installation, and operation of adaptive control systems for traffic lights (hereinafter: “**The Tender**” and “**The Works**,” **respectively**) all of its terms, conditions, and specifications detailed in the Tender Documents and their appendices, hereby offer the Company to execute the works, all as specified in the Tender on all of its appendices.
2. Our proposal is submitted for the Service Package:
 - Service Package 1
 - Service Package 2
 - Service Package 3
 - Service Package 4

[Mark X in the suitable box(es)]

3. We hereby announce that our proposal has been prepared according to the Tender for all its appendices and that we have received and/or made available to us all of the documents related to the proposal as well as explanations concerning the proposal and the execution of said tendered works.
4. We hereby declare and warrant that if our proposal is accepted, and we are included in the Framework Suppliers Repository that we will participate in the Individual Referrals directed toward us, and will perform all of the works as per the terms of the Tender, the Individual Referral for the Performance of an Executional Task, and their appendices to your fullest satisfaction, and this in the financial proposals and consideration format detailed in the Tender and below.
5. If our proposal is accepted, we undertake to sign, as specified in the Tender Procedures and Terms, on the Framework Agreement attached to the Tender Documents, and not transfer to another party the entitlement to our rights under the said Agreement nor to add or join any partner or create another corporation for the use of our rights.



6. Attached to our bid are all of the tender documents signed by us. We know that failure to fill out and/or attach any document and/or make any change/addition to the proposal documents may result in the rejection of our proposal.
7. Our proposal is irrevocable and not given to cancellation or change and will be valid until the date stated in Section 7.5 of the Terms of Tender Volume (including the extension). We agree that you will be entitled, but not obliged, to see our offer and its acceptance by you as a binding contract between you and us. We know and agree that you will be entitled to conduct any revised proposal submission process. We know that you will be entitled to cancel the Tender.
8. Should our proposal be accepted, we undertake to comply with all of the terms and conditions before you sign the Framework Agreement, as specified in the tender documents, and that within 14 days from the date of your announcement, we will sign the Framework Agreement documents, and all the additional documents and evidence claiming presentation.
9. The data and/or documents included in our proposal, and constitute, in our judgment, secret information are as follows: _____

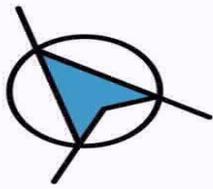
The Bidder's Name (in full): _____

Names of the authorized signers on behalf of the Bidder: _____

Signatures of the authorized signers; _____

The Bidder's stamp: _____

Date: _____



Appendix 2.1

(Submit signed in the framework of the Tender Documents. The Price Quotation must be submitted solely through the e-tender system)

FAO

Ayalon Highways Co. Ltd
2 Shderot Nim, Rishon Le' Zion

Dear Sir/Madam,

RE: The Form for a Price Quotation in Service Package 1 - Accessories

We, the Undersigned, after a careful reading, examination, and understanding of the provisions of **E-Tender (online) no. 21/20 for the Supply of Accessories, Construction, Installation, and Operation of Adaptive Control Systems for Traffic Lights for Ayalon Highways Ltd ("the Tender")**, hereby propose to grant the services to the Company in **Service Package 1** as per all Company specifications detailed in the Tender Documents and the Agreement, and this, in consideration for the amounts detailed in the Response to the Individual Referral as per the provisions of the Tender and in the maximum amounts detailed below:

The Proposed Accessories (Name) _____

Catalog No. _____

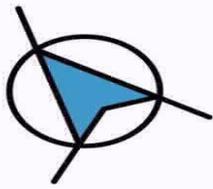
Accessories Family in Package 1 _____

The Manufacturer _____

Record a separate price quotation for each individual accessory.

Serial No.	Proposed <u>accessory</u>	Weighted Quantity	Price per Unit (in NIS, VAT not incl.)	Total Weighted Price Quotation (in NIS, VAT not incl.)
.1		A	B	$C=B*A$
.2	Purchase cost per unit	1		
.3	Maintenance cost per year per unit	5		
.4	Total Price Quotation	----	----	

- In the case of mathematical errors in calculating Column C' or Line 4, the Company is



entitled to correct the calculation errors according to the data in the proposal for the Price Quotation's calculation without this considered a change in the proposal.

Clarifications and Declarations concerning the Price Quotation:

- The data of Column A is for solely for the weighting of the Price Quotations, and in no way obligates the Company to purchase services in any scope whatsoever.
- Fill in the unit prices for the proposed **accessory** in Column B.
- In Section C, fill in each line, the multiplication of Sections B and C in the same Column(B*C=D).

Our proposal above is given after we have examined all of the Tender Documents, including the Framework Agreement and the Agreement for Task Execution, we have understood all of its conditions and specifications, we examined everything requiring prior examination and considered anything which might affect the determination of the proposal, and we waive expressly *a priori*, any claim and/or demand and/or suit, concerning Ayalon Highways and/or in connection therewith.

It is known to us that consideration will be provided for services given in full and your satisfaction, Ayalon Highways will remunerate us the consideration that we have proposed for granting the services above in the relevant Service Package as per the Tender Documents, and that we will not be remunerated for any addition, of any kind, concerning and/or in connection with our work, beyond the consideration specified in our proposal above, plus VAT. The consideration as stated above constitutes a final, inclusive consideration for all of our expenses, including price increases, overhead expenses, office expenses, vehicles and telephones, labor costs for workers/employees, including full social expense, as well as any additional and/or other expense, of any type or kind whatsoever.

The consideration will be calculated as per the **accessories** that will be ordered by the Company, supplied by the Framework Supplier, and will be approved by the Company.

We hereby declare that all of the details conveyed by us, as mentioned above, are correct and accurate.

The Bidder's Name (in full): _____

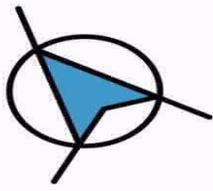
Names of the authorized signers on behalf of the Bidder: _____

Signatures of the authorized signers; _____

The Bidder's stamp: _____

Date: _____

The Bidder's Name: _____



(Submit signed in the framework of the Tender Documents. The Price Quotation must be submitted solely through the e-tender system)

FAO

Ayalon Highways Co. Ltd
2 Shderot Nim, Rishon Le' Zion

Dear Sir/Madam,

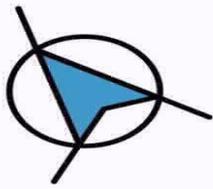
RE: The Form for a Price Quotation in Service Package 2 - Traffic Light Management System

We the Undersigned, after a careful reading, examination, and understanding the provisions of **E-Tender (online) no. 21/20 for the Supply of Accessories, Construction, Installation, and Operation of Adaptive Control Systems for Traffic Lights for Ayalon Highways Ltd (“the Tender”)**, hereby propose to grant the services to the Company in **Service Package 2** as per all Company specifications detailed in the Tender Documents and the Agreement, and this, in consideration for the amounts detailed in the Response to the Individual Referral as per the provisions of the Tender and in the maximum amounts detailed below:

Supply of a Traffic Light Management System

In this part the Bidder will submit a proposal for supply of the proposed Traffic Light Management System, including the required licensing, in one of the models below:

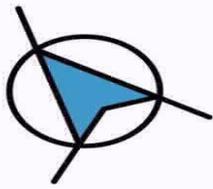
1. Purchase Model - a model in which a one-time license is required at the start of the contract period, and annual renewal payments. In this alternative, place the one-time payment in Column D and the annual renewal in Column E
2. Rental Model - fixed annual payment for the license. In this alternative, place the annual fee in Column E.
3. A combination of the alternatives.



	Licensing Component (Name and Cat. No.)	Manufacturer's Name	Quantity of Licenses Required	One-time Payment	Price for Yearly Service (in NIS)	Comments
	A	B	C	D	E	
1						
2						
3						
4						
5	Total in NIS - ER					(Sum of the Lines in Column E & D above)
6	Multiplication Coefficient in Years - Y			1	5	Given. Do not change
7	Amount for a one-time payment					$TP1 = Y * ER * \sum D$
8	Amount for a yearly fee					$TP2 = Y * ER * \sum E$
9	Total Proposal for Licensing a Traffic Light Management System					$TP = TP1 + TP2$

- Lines may be added to the Price Quotation where relevant. All fo the provisions will be updated accordingly.
- Complete the Price Quotation in full NIS without Agorot.
- Do not complete with negative amounts
- In the case of mathematical errors in calculating Lines 5,7,8,9, the Company is entitled to correct the calculation errors according to the data in the lines above for the Price Quotation's calculation without this considered a change in the proposal.

Our proposal above is given after we have examined all of the Tender Documents, including the Framework Agreement and the Agreement for Task Execution, we have understood all of its conditions and specifications, we examined everything requiring prior examination and considered anything which might affect the determination of the proposal, and we waive



expressly *a priori*, any claim and/or demand and/or suit, concerning Ayalon Highways and/or in connection therewith.

We know that the consideration offered by us to perform the services as mentioned above, is the maximum consideration for the provision of the services in the relevant Service Packages and the subject of the Tender in its entirety, as we have priced them in response to an Individual Referral and that we will not be remunerated for any addition, of any kind, concerning and/or in connection with our work, beyond the Consideration specified in our proposal above or in the Individual Referral, the lower of the two, plus VAT.

The consideration as stated above constitutes a final, inclusive consideration for all of our expenses, including price increases, overhead expenses, office expenses, vehicles and telephones, labor costs for workers/employees, including full social expense, as well as any additional and/or other expense, of any type or kind whatsoever.

The consideration will be calculated as per the management system services that will be ordered by the Company, supplied by the Framework Supplier, and will be approved by the Company. We hereby declare that all of the details conveyed by us, as mentioned above, are correct and accurate.

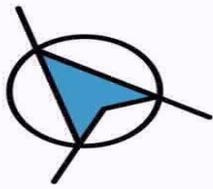
The Bidder's Name (in full): _____

Names of the authorized signers on behalf of the Bidder: _____

Signatures of the authorized signers; _____

The Bidder's stamp: _____ Date: _____

The Bidder's Name: _____



(Submit signed in the framework of the Tender Documents. The Price Quotation must be submitted solely through the e-tender system)

FAO

Ayalon Highways Co. Ltd
2 Shderot Nim, Rishon Le' Zion

Dear Sir/Madam,

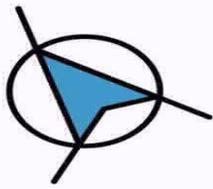
RE: The Form for a Price Quotation in Service Package 3 - AIO System

We the Undersigned, after a careful reading, examination, and understanding the provisions of **E-Tender (online) no. 21/20 for the Supply of Accessories, Construction, Installation, and Operation of Adaptive Control Systems for Traffic Lights for Ayalon Highways Ltd ("the Tender")**, hereby propose to grant the services to the Company in **Service Package 3** as per all Company specifications detailed in the Tender Documents and the Agreement, and this, in consideration for the amounts detailed in the Response to the Individual Referral as per the provisions of the Tender and in the maximum amounts detailed below:

Part A' - A Price Quotation for the Licensing Component in the AIO System

In this part the Bidder will submit a proposal for licensing of the proposed Traffic Light Management System, in one of the models below:

1. Purchase Model - a model in which a one-time license is required at the start of the contract period, and annual renewal payments. In this alternative, place the one-time payment in Column D and the annual renewal in Column E
2. Rental Model - fixed annual payment for the license. In this alternative, place the annual fee in Column E.
3. A combination of the alternatives.

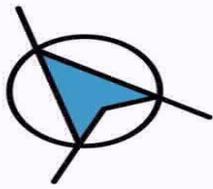


	Licensing Component (Name and Cat. No.)	Manufacturer's Name	Quantity of Licenses Required	One-time Payment	Price for Yearly Service (in NIS)	Comments
	A	B	C	D	E	
1						
2						
3						
4						
5	Total in NIS - ER					(Sum of the Lines in Column E & D above)
6	Multiplication Coefficient in Years - Y			1	5	Given. Do not change
7	Amount for a one-time payment					$TP1 = Y * ER * \sum D$
8	Amount for a yearly fee					$TP2 = Y * ER * \sum E$
9	The total proposal for the licensing of the AIO system - for transfer to the concentrated table (Part C')					$TP = TP1 + TP2$

- Lines may be added to the Price Quotation where relevant. All for the provisions will be updated accordingly.
- Complete the Price Quotation in full NIS without Agorot.
- Do not complete with negative amounts
- In the case of mathematical errors in calculating Lines 5,7,8,9, the Company is entitled to correct the calculation errors according to the data in the lines above for the Price Quotation's calculation without this considered a change in the proposal.

Part B' - A Price Quotation for Accessories of the AIO System

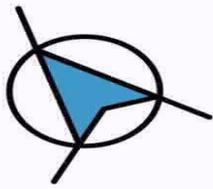
In this part, detail all the **accessories** included in the AIO system. The **accessories** list must match the Technical Proposal.



Serial No.	Proposed <u>accessory</u>	Purchase Cost per Unit (NIS VAT, not incl.)	Yearly Maintenance Cost per Unit (NIS VAT, not incl.)	Total Price Quotation
.1	A	B	C	X
.2				X
.3				X
.4	Total for <u>accessories</u> (Sum of Columns C & B)			X
.5	Weighting Coefficient	1	5	X
.6	Weighted Total = the result of Line 4 * the result of Line 5			

Clarifications and declarations concerning the price quote:

- Complete the Price Quotation in full NIS without Agorot.
- Do not complete with negative amounts
- The data of Line 5 is for solely for the weighting of the Price Quotations, and in no way obligates the Company to purchase services in any scope whatsoever.
- Fill in the purchase and yearly maintenance per unit prices for each proposed accessory.
- In Line 6, record the multiplication of the sum of the cost of the accessories (Line 4) in the weighted coefficient in Line 5.
- In the case of mathematical errors in calculating Lines 4 or 6, the Company is entitled to correct the calculation errors according to the data in the lines above for the Price Quotation's calculation without this considered a change in the proposal.



Part C' - Concentrating the Price Quotation

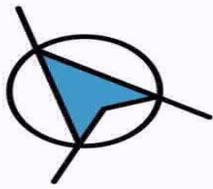
#	Consideration Component	Coefficient for Calculation	The Total Price Quotation (transfer the sum from Parts A and B respectively) (NIS VAT not incl.)
		A	B
1.	The total consideration for licensing the AIO system for five (5) years	70%	
2	The consideration for licensing the right to use the software in the AIO system for five (5) years	30%	
3	Price Quotation - Sum Column B - Sum of the Lines 1 & 2 above.	X	

- Complete the Price Quotation in full NIS without Agorot.
- Do not complete with negative amounts
- In the case of mathematical errors in the transfer of data from Part A' or Part B, the Company is entitled to correct the calculation errors according to the data in the lines above for the Price Quotation's calculation without this considered a change in the proposal.

Our proposal above is given after we have examined all of the Tender Documents, including the Framework Agreement and the Agreement for Task Execution, we have understood all of its conditions and specifications, we examined everything requiring prior examination and considered anything which might affect the determination of the proposal, and we waive expressly *a priori*, any claim and/or demand and/or suit, concerning Ayalon Highways and/or in connection therewith.

We know that the consideration offered by us to perform the services as mentioned above, is the maximum consideration for the provision of the services in the relevant Service Packages and the subject of the Tender in its entirety, as we have priced them in response to an Individual Referral and that we will not be remunerated for any addition, of any kind, concerning and/or in connection with our work, beyond the Consideration specified in our proposal above or in the Individual Referral, the lower of the two, plus VAT.

The consideration as stated above constitutes a final, inclusive consideration for all of our



expenses, including price increases, overhead expenses, office expenses, vehicles and telephones, labor costs for workers/employees, including full social expense, as well as any additional and/or other expense, of any type or kind whatsoever.

The consideration will be calculated as per the AIO systems that will be ordered by the Company, supplied by the Framework Supplier, and will be approved by the Company.

We hereby declare that all of the details conveyed by us, as mentioned above, are correct and accurate.

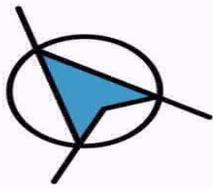
The Bidder's Name (in full): _____

Names of the authorized signers on behalf of the Bidder: _____

Signatures of the authorized signers; _____

The Bidder's stamp: _____ Date: _____

The Bidder's Name: _____

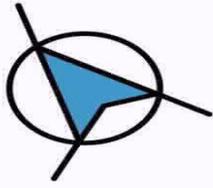


Appendix 3

Bidder's Declaration

We, the Undersigned, after a careful reading, examination, and understanding of all the Framework Tender Documents in E-Tender (online) No. 20/21 for the supply of **accessories**, construction, installation and operation of Adaptive Control Systems in Traffic Lights (**hereinafter: "the Tender" and "the Works,"** respectively), whether or not they are attached yet constitute an inseparable part of the Tender documents, hereby declare and undertake the following:

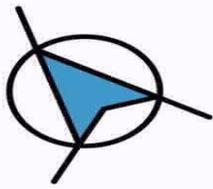
1. We declare that we have understood all of the mentioned in the Tender documents and submitted our proposal accordingly. That we have diligently studied and examined all of the mentioned in the tender documents, reviewed all of the physical and legal requirements, conditions, and circumstances that may influence our proposal concerning the execution of the tendered works. We agree to all of the mentioned in the Tender Documents and confirm and warrant that we will not present any claims or demands based on ignorance and/or misunderstanding, and we waive such claims in advance. Without prejudice to the generality of the preceding, we know and agree that by submitting our proposal, there is an explicit waiver of all claims, of any discrepancy and/or irregularity, of any kind, of the terms of the Tender and/or any terms and conditions thereof of the terms, conditions or stipulations afforded by law.
2. We declare that we meet all of the conditions specified in the tender and that our proposal complies with all the specifications in the tender documents and that we accept on ourselves to make any commitments as per the terms of the tender documents, including the framework agreement and the contractual agreement to execute a specific task.
3. We declare that we know that executing the works according to the Tender Documents demands confidentiality concerning all information available to us as well as maintaining a high level of reliability and credibility, and we undertake to comply with the provisions of the Tender Documents and fulfill all our obligations under this Tender with reliability and credibility, and in strict adherence to all laws. We declare that we are not entitled to transfer any information that has come into our possession as a result of our participation in this tender to any other entity whatsoever or use it in any way that is outside the framework of this tender.
4. We hereby declare that this proposal is submitted without any contact and/or coordination with other Bidders and that we have not disclosed the details of our proposal to other participants in the Tender.
5. We hereby declare that our proposal is within the purview of the objectives and powers outlined in the Bidder's documents on behalf of which the proposal is submitted and



that we are entitled to sign on behalf of the Bidder on this proposal and that there is no prohibition under any law or agreement in our signing this proposal.

Date

The Bidder's Signature



Appendix 4

FAO

Ayalon Highways Co. Ltd

Affirmation

I the Undersigned, _____, attorney of _____ (hereinafter: **“The Bidder”**), hereby affirm the following:

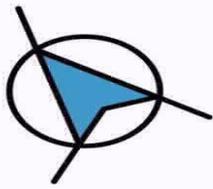
1. Execution of the works and entering into a contractual agreement as per Framework Tender of E-Tender (online) No. 21/20 for the supply of **accessories**, construction, installation, and operation of Adaptive Control Systems in Traffic Lights, falls with the authority and powers of the Bidder.
2. The _____ Bidder’s _____ managers _____ are:

3. The names of the persons whose signatures obligate the Corporation are:

4. The manner of the signature obligating the Bidder is: _____
5. The Bidder’s owners are: _____
6. The signatures of _____ as well as of _____, who have signed before me on this proposal and the contract attached to it, in addition to the affixation of the Bidder’s corporate stamp, obligate the Bidder’s corporation for all intents and purposes.

Date

Attorney Signature & Stamp



Appendix 5

Affidavit

Regarding the Lawful Employment of Foreign Workers and Payment of Minimum Wage under the Public Entities Transactions Law, 5736-1976

I the Undersigned, Mr./Mrs. _____, bearer of the ID No. _____, after having been warned that I must declare the truth and that I shall be liable for the penalties prescribed by law if I do not do so, I hereby declare in writing as follows:

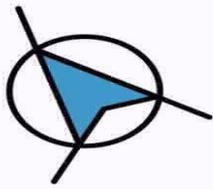
1. I have been lawfully authorized by _____ (hereinafter: "The Bidder") to sign on this affidavit in support of the Framework Tender proposal for the E-Tender (online) no. 21/20 for the supply of **accessories**, construction, installation, and operation of adaptive control systems for traffic lights (hereinafter: "**The Tender**").
2. I declare that the Bidder complies with one of these:
 - (a) The bidder and his affiliated party have not been convicted of a decisive verdict of an offense under the Foreign Workers Law.
 - (b) Up to the final deadline for submitting the proposals in the Tender, the bidder and his affiliated party were not convicted of a decisive verdict of more than two offenses under the Foreign Workers Law.
 - (c) If the bidder or his affiliate has been convicted of a decisive verdict in two or more offenses under the Foreign Workers Law - that at least one year has passed since the last conviction until the proposal submission deadline.
3. I declare that the Bidder complies with one of these:
 - (a) The bidder and his affiliated party have not been convicted of an offense under the Minimum Wage Law.
 - (b) Up to the final deadline for submitting the proposals in the Tender, the bidder and his affiliated party were not convicted of a decisive verdict of more than two offenses under the Minimum Wage Law.
 - (c) If the bidder or his affiliate has been convicted of a decisive verdict in two or more offenses under the Minimum Wage Law - that at least one year has passed since the last conviction until the proposal submission deadline.

To the matter of Sections 2 and 3 above:

"Means of Control," "Holding," and "Control" - Within the meaning of the Banking (Licensing) Law, 5741-1981.

"**Affiliated Party**" - any one of the following:

- (1) A group of individuals controlled by the Supplier:



(2) If the supplier is a group of individuals, one of the following: (a) its controlling party; (b) a group of individuals whose composition of its shareholders or partners, as the case may be, is essentially similar to the said composition of the Supplier, and the areas of activity of a group of individual are essentially similar to the areas of the Supplier's activities; (c) the person responsible on behalf of the Supplier for the payment of wages;

(3) If the Supplier is a group of individuals controlled by material control - another group of individuals controlled by the person in control of the Supplier

“Convicted,” of an offense - convicted by a decisive verdict of an offense committed after 25 Heshvan 5763 (October 31, 2002);

“Foreign Workers Law” - Foreign Workers Law (Prohibition of unlawful employment and assurance of fair conditions), 5751 - 1991.

“Minimum Wage Law” - Minimum Wage Law, 5747 – 1987.

“Material Control” - the holding of three quarters or more of a certain type of means of control of a group of individuals.

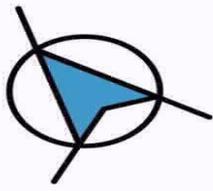
4. This is my name, and this is my signature, and all I have stated is the truth.

Signature of the declarant

Affirmation

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

The Attorney's Signature & Stamp



Affidavit

Concerning the Appropriate Representation of Persons with Disabilities and under the Public Entities Transactions Law, 5736-1976

I the Undersigned, Mr./Mrs. _____, bearer of the ID No. _____, after having been warned that I must declare the truth and that I shall be liable for the penalties prescribed by law if I do not do so, I hereby declare in writing as follows:

1. I have been lawfully authorized by _____ (hereinafter: "The Bidder") to sign on this affidavit in support of the Framework Tender proposal for the E-Tender (online) no. 21/20 for the supply of **accessories**, construction, installation, and operation of adaptive control systems for traffic lights (hereinafter: "**The Tender**").
2. I declare and confirm that I have received an explanation, and I understand the meaning of Section 9 of the Equal Rights Law for Persons with Disabilities, 5758-1998 (hereinafter: "**Equal Rights Law**").
3. I undertake to forward this copy of this affidavit to the Director-General of the Ministry of Labor and Social Welfare and Social services within 30 days from the date of my contractual engagement with Ayalon Highways Co. Ltd.

4. **Mark X in the suitable box:**

- The provisions of Section 9 of the Equal Rights Law do not apply to the Bidder.
- The provisions of Section 9 of the Equal Rights Law apply to the Bidder, and they are maintained.

If the Bidder employs at least 100 employees, he must undertake the following:

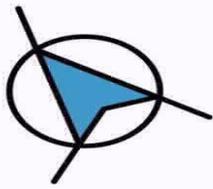
- The bidder undertakes to contact the Director-General of the Ministry of Social Welfare and Social Services to examine the implementation of his obligations under Section 9 of the Equal Rights Law and, if necessary, to receive instructions on their implementation.
 - If the Bidder employs at least 100 employees and has previously undertaken to contact the Director-General of the Ministry of Social Affairs and Social Services to examine the implementation of his obligations under Section 9 of the Equal Rights Law, which states that he has applied as required and followed the implementation of instructions if given.
5. This is my name, and this is my signature, and all I have stated is the truth.

Signature of the declarant

Affirmation

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

The Attorney's Signature & Stamp



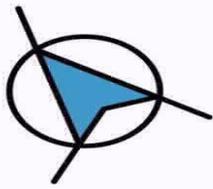
Appendix 6

The Bidder's Statement Verifying Non-Payment of any "Brokerage Fees" to "Brokerage Entities."

1. In addition to all the obligations and prohibitions applicable by law, including the Penal Code, 5737-1977, the Bidder and those on his behalf, hereby undertake and declare as follows:
 - 1.1 Shall not offer and/or give and/or receive, directly or indirectly, any benefit and/or money and/or valuable with the objective of influencing directly and/or indirectly on a decision and/or action and/or oversight of Ayalon Highways Co. Ltd (hereinafter: "**Ayalon Highways**") and/or of any officer of Ayalon Highways and/or employee of Ayalon Highways and/or any person on his behalf and/or any other entity, concerning the contractual procedure and/or any contract/order stemming thereof.
 - 1.2 Will not solicit and/or cooperate, directly and/or indirectly, with an officer of the Ayalon Highways and/or with an employee of the Ayalon Highways and/or any person on its behalf and/or any other person and/or entity to attain confidential/secret information relating to the contractual process and/or any other contract/order stemming thereof.
 - 1.3 Will not solicit and/or cooperate, directly and/or indirectly, with an officer of Ayalon Highways and/or an employee of Ayalon Highways and/or any person on its behalf and/or any other entity to fix prices artificially and/or without competition.
 - 1.4 Have not acted in contravention of the provisions of sub-clauses 1.1-1.3 above in connection with the contractual procedures in this Tender.
2. If a reasonable suspicion arises that the Bidder and/or any person on his behalf acted in contravention to Section 1 above, Ayalon Highways at its sole and absolute discretion, reserves the right not to involve him in a contractual procedure for which there is the suspicion as mentioned above and/or in any other procedure (hereinafter: "the contract") and/or not receive his bid in said contractual procedure and/or cancel at any time whatsoever his winning bid in the said contract and/or cancel at any time whatsoever the contract/order stemming from said contractual procedure.
3. It is the Bidder's sole responsibility to bring the content of this Section to the knowledge of his employees, subcontractors, representatives, agents, and persons on his behalf, involved in any way whatsoever in the contractual procedure with Ayalon Highways and/or in a contract/order stemming thereof.

Whereof, the Undersigned, the Bidders authorized signatories, authorized to commit with their signature:

The Bidder _____



Appendix 7a

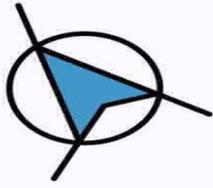
Affidavit for Proof of the Bidder's Scope of Experience for Compliance with the Threshold Conditions for Service Package 1

I the Undersigned, Mr./Mrs. _____, bearer of the ID No. _____, after having been warned that I must declare the truth and that I shall be liable for the penalties prescribed by law if I do not do so, I hereby declare in writing as follows:

1. I serve in the position of _____ in _____ Corporate ID/Licensed Dealer No. (hereinafter: "**the Bidder**").
2. I am a signatory on behalf of the Bidder in its proposal for the Framework Tender proposal for the E-Tender (online) no. 21/20 for the supply of **accessories**, construction, installation, and operation of adaptive control systems for traffic lights.
3. The Bidder is a licensed dealer or corporation registered lawfully in the State of Israel (as a registered company or partnership), or in a country that maintains diplomatic relations with the State of Israel.
4. The Bidder manufactures its proposed **accessory** or authorized on behalf of the manufacturer or its behalf, or both, to sell, install and service the proposed **accessory** in Israel, as per the details below:

Serial No.	Name of the accessory	Classified under the accessory family(ies)	The name of the accessory manufacturer as this term is defined in the Terms of Tender Volume	The name of the manufacturer's contact person and contact details (telephone and email)

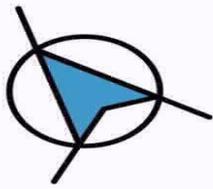
**** Each Bidder must present the proposed accessories solely in this format**



**** Additional accessories may be presented, and/or additional pages may be added - in an identical format.**

5. During the three years before the Tender proposal submission deadline, at least ____ [*complete the number of units*] units of the proposed accessory have been sold in Israel or the world.

6. Additional significant and relevant details: _____



I hereby declare that all of the details set out above are correct and accurate, and I consent to the verification of such information against any party, including the contacts specified in this affidavit.

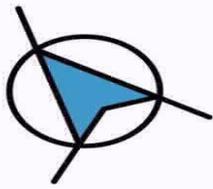
The Bidder's Signature

Date: _____, Name: _____, Signature: _____

Attorney Affirmation of the Bidder's Signature

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

The Attorney's Signature & Stamp

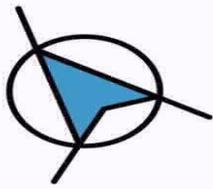


Appendix 7b

**Affidavit for Proof of the Bidder's Scope of Experience for Compliance with the
Threshold Conditions for Service Package 2**

I the Undersigned, Mr./Mrs. _____, bearer of the ID No. _____, after having been warned that I must declare the truth and that I shall be liable for the penalties prescribed by law if I do not do so, I hereby declare in writing as follows:

1. I serve in the position of _____ in _____ Corporate ID/Licensed Dealer No. (hereinafter: "**the Bidder**").
2. I am a signatory on behalf of the Bidder in its proposal for the Framework Tender proposal for the E-Tender (online) no. 21/20 for the supply of accessories, construction, installation, and operation of adaptive control systems for traffic lights.
3. The Bidder is a licensed dealer or corporation registered lawfully in the State of Israel (as a registered company or partnership), or in a country that maintains diplomatic relations with the State of Israel.
4. The Bidder is the manufacturer of the algorithm for adaptive control of traffic at traffic lights or authorized on behalf of the manufacturer or its behalf, or both, respectively, to sell rights to use the algorithm in Israel.
5. The algorithm, as stated in Section 4 above, is run properly on a computerized system for examination purposes, in at least a 4-legged junction.
6. Additional significant and relevant details: _____



7. I hereby declare that all of the details set out above are correct and accurate, and I consent to the verification of such information against any party.

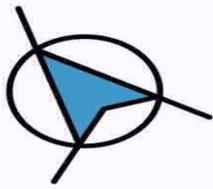
The Bidder's Signature

Date: _____, Name: _____, Signature: _____

Attorney Affirmation of the Bidder's Signature

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

The Attorney's Signature & Stamp



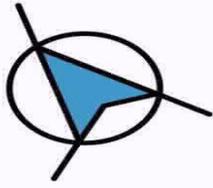
Appendix 7c

**Affidavit for Proof of the Bidder's Scope of Experience for Compliance with the
Threshold Conditions for Service Package 3**

I the Undersigned, Mr./Mrs. _____, bearer of the ID No. _____, after having been warned that I must declare the truth and that I shall be liable for the penalties prescribed by law if I do not do so, I hereby declare in writing as follows:

1. I serve in the position of _____ in _____ Corporate ID/Licensed Dealer No. (hereinafter: "**the Bidder**").
2. I am a signatory on behalf of the Bidder in its proposal for the Framework Tender proposal for the E-Tender (online) no. 21/20 for the supply of accessories, construction, installation, and operation of adaptive control systems for traffic lights.
3. The Bidder is a licensed dealer or corporation registered lawfully in the State of Israel (as a registered company or partnership), or in a country that maintains diplomatic relations with the State of Israel.
4. The Bidder is the manufacturer of its proposed AIO system or authorized on behalf of the manufacturer or its behalf, or both, respectively, to sell rights to use the system in Israel.
5. In the three years before the Tender proposal submission deadline, the system has been tried in at least two simulations as this term is defined in Section 1.4 of the Terms of Tender Volume, in which each of the simulations included an examination for improving traffic flow in at least three intersections, where each of the intersections is at least a 4-legged junction.

6. Additional _____ significant _____ and _____ relevant details: _____



I hereby declare that all of the details set out above are correct and accurate, and I consent to the verification of such information against any party.

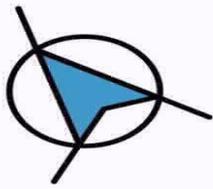
The Bidder's Signature

Date: _____, Name: _____, Signature: _____

Attorney Affirmation of the Bidder's Signature

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

The Attorney's Signature & Stamp



Appendix 7d

Affidavit for Proof of the Bidder's Scope of Experience for Compliance with the Threshold Conditions for Service Package 4

I the Undersigned, Mr./Mrs. _____, bearer of the ID No. _____, after having been warned that I must declare the truth and that I shall be liable for the penalties prescribed by law if I do not do so, I hereby declare in writing as follows:

1. I serve in the position of _____ in _____ Corporate ID/Licensed Dealer No. (hereinafter: "**the Bidder**").
2. I am a signatory on behalf of the Bidder in its proposal for the Framework Tender proposal for the E-Tender (online) no. 21/20 for the supply of accessories, construction, installation, and operation of adaptive control systems for traffic lights.
3. The Bidder is a licensed dealer or corporation registered lawfully in the State of Israel (as a registered company or partnership), or in a country that maintains diplomatic relations with the State of Israel.

Please mark the relevant possibility - A or B:

Possibility A'

4. The Bidder is a registered contractor in the Contractors Registry, as per the Registration of Contractors for Construction Engineering Works Law, 5729-1969, in Industry 280 - Class 2 and higher traffic light installation. In an unlimited financial scope, holder of a valid license in this industry as of the Tender proposal submission deadline.

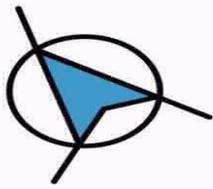
Attached to this affidavit is a valid contractor's license for Industry 280 - traffic light installation.

5. The Bidder has experience during the three years before the Tender proposal submission deadline installing and maintaining at least _____ [*complete the number of traffic light mechanisms*] traffic light mechanism.

Possibility B'

6. The Bidder is related in a contractual agreement with a primary subcontractor that is a corporation lawfully incorporated in Israel, by which the primary subcontractor will provide some of the tendered services, and which will remain in effect throughout the contractual period between Ayalon Highways and the Bidder, to the extent it is declared a Tender Winner.

The name of the subcontractor with whom the Bidder as stated is connected:
_____ Corporate ID No. _____



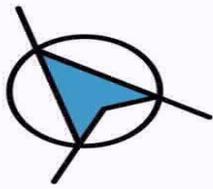
7. The proposed subcontractor on the Bidder's behalf is a registered contractor in the Contractors Registry, as per the Registration of Contractors for Construction Engineering Works Law, 5729-1969, in Industry 280 - Class 2 and higher traffic light installation, in an unlimited financial scope, and holder of a valid license in this industry as of the Tender proposal submission deadline;

Attached to this affidavit is a valid contractor's license for Industry 280 - traffic light installation concerning the primary subcontractor.

.8

9. The proposed primary subcontractor on behalf of the Bidder has experience during the three years before the Tender proposal submission deadline installing and maintaining at least _____ [*complete the number of traffic light mechanisms*] traffic light mechanism.

10. Additional significant and relevant details: _____



I hereby declare that all of the details set out above are correct and accurate, and I consent to the verification of such information against any party.

The Bidder's Signature

Date: _____, Name: _____, Signature: _____

Attorney Affirmation of the Bidder's Signature

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

The Attorney's Signature & Stamp

Signature of the Proposed Primary Subcontractor

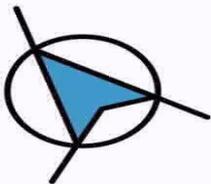
I hereby declare that all of the details set out above are correct and accurate, and I consent to the verification of such information against any party.

Date: _____, Name: _____, Signature: _____

Attorney Affirmation of the Signature of the Primary Subcontractor

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

The Attorney's Signature & Stamp



Appendix 8

(For All Service Packages)

Date: _____

FAO
Tenders Committee
Ayalon Highways Co. Ltd

Dear Sir/ Madam,

RE: An Affidavit Concerning the Bidder's Status

I the Undersigned, Mr./Mrs. _____, bearer of the ID No. _____, after having been warned that I must declare the truth and that I shall be liable for the penalties prescribed by law if I do not do so, I hereby declare in writing as follows:

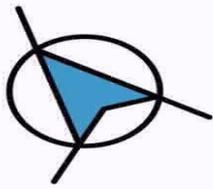
1. I have been lawfully authorized by _____ (hereinafter: "The Bidder") to sign on this affidavit in support of the Framework Tender proposal for the E-Tender (online) no. 21/20 for the supply of accessories, construction, installation, and operation of adaptive control systems for traffic lights.
2. I hereby declare the following:
 - 2.1 The Bidder is not in receivership, suspension of proceedings, bankruptcy, or liquidation.
 - 2.2 The Bidder is not facing insolvency.
 - 2.3 No material foreclosure has been imposed at a rate greater than the Bidder's equity capital.
3. This is my name, and this is my signature, and all I have stated is the truth.

Signature of the declarant

Attorney Affirmation

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

The Attorney's Signature & Stamp



Appendix 9

A Declaration Concerning the Absence of Conflict of Interest For Signing by the Bidder and the Proposed Primary Subcontractor to the extent relevant

Date: _____

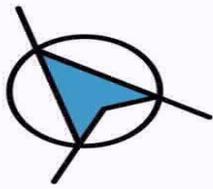
FAO
Tenders Committee
Ayalon Highways Co. Ltd

Dear Sir/Madam,

Affidavit

I the Undersigned, Mr./Mrs. _____, bearer of the ID No. _____, after having been warned that I must declare the truth and that I shall be liable for the penalties prescribed by law if I do not do so, I hereby declare in writing as follows:

1. I serve in the position of _____ in _____ Corporate ID/Licensed Dealer No. (hereinafter: "**the Bidder**") and am signing this affidavit in support of the **Framework Tender proposal for the E-Tender (online) no. 21/20** for the supply of accessories, construction, installation, and operation of adaptive control systems for traffic lights (hereinafter: "**The Tender**"), published by the Ayalon Highways Co. Ltd (hereinafter: "**Ayalon Highways**").
2. The Bidder or any of its staff does not and will not during the period of service for Ayalon Highways have any conflict of interest of any kind, business and/or personal and/or other relationships and/or any other matter that may place the Bidder and/or any person of its staff in a conflict of interest or concern regarding the existence of a conflict of interest (hereinafter: "**Conflict of Interest**");
3. Should the Bidder win the tender, the Bidder and its staff will act faithfully towards Ayalon Highways and solely in its best interests.
4. The Bidder and its staff undertake to refrain from being in a conflict of interest with Ayalon Highways and undertake to notify Ayalon Highways as soon as any concern arises concerning the existence of a conflict of interest with Ayalon Highways as stated.
5. The Bidder and its staff hereby undertake that in the event of a concern as stated in Section 4 above, to cease any activity on behalf of Ayalon Highways and/or provide any service relating to the project and/or Ayalon Highways, pending the receipt of instructions from Ayalon Highways regarding the matter;



6. Without derogating from the generality of the preceding, the following are the entities and/or corporations related directly and/or indirectly to the Bidder and/or staff member and/or the Bidder and/or staff member provides them services and/or the Bidder and/or staff member has a personal or business relationship with them when submitting a Tender proposal, which may put the Bidder and/or staff member in a conflict of interest:

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

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

Date

Name of the declarant

ID No.
declarant

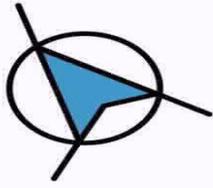
Signature of the

Attorney Affirmation

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

Date

Attorney Signature & Stamp



Appendix 10a

A List of the Items for Which the Bidder Seeks Preference as Produced in Israel or the Gaza Envelope Area

For a Bidder that is a manufacturer of all the items in the proposal

FAO

Ayalon Highways Co. Ltd

RE: Tender No. 21/20 for the Supply of Accessories, Construction, Installation, and Operation of Adaptive Control Systems for Traffic Lights (hereinafter: “The Tender”)

I the Undersigned _____, I.D. No. _____, after having been warned of my obligation to state the truth and that I shall be subject to the penalties prescribed by law if I do not do so, hereby declare in writing the following:

I am giving this affidavit on behalf of _____, who is the Bidder in the framework of the Tender that is in the reference (hereinafter: “**the Bidder**”). I declare that I am authorized to give this affidavit on behalf of the Bidder.

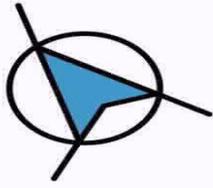
I declare that the items below were manufactured in Israel or the in “Area” (as is defined in the Mandatory Tender Regulations (Preference for Israeli Products), 5755 -1995) by a manufacturer that is an Israeli citizen, or permanent resident in Israel, or a corporation registered in Israel.

Below is a list of items that their “Israeli Component Price” Rate (as is defined in the Mandatory Tender Regulations (Preference for Israeli Products), 5755 -1995) in each of them is greater than 35%, and the proposed proposal price of each one of them in the Tender:

The Name of the Item	The Proposal Price	Manufactured in Israel / in the “Area”

***It is possible to list concerning additional products, solely according to the format above.**

This is my name, and herein is my signature, and all I have stated is the truth.



Date

Name

Signature & Stamp

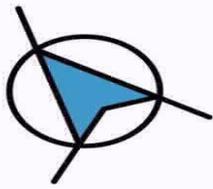
Attorney Affirmation

I the Undersigned, _____, Attorney at Law, affirm that on the date _____ appeared before me in my office on _____ Street, in the City/Town of _____, Mr./Mrs. _____, who identified him/her self by an ID No. _____ /is known to me personally, and after warning him/her to declare the truth and of the penalties prescribed law if he/she does not do so, affirmed the veracity of the affidavit above and signed before me.

Date

License Number

Signature & Stamp



Appendix 10b

A List of the Items for Which the Bidder Seeks Preference as Produced in Israel or the Gaza Envelope Area

For a Bidder that is the manufacturer of some of the items

FAO

Ayalon Highways Co. Ltd

RE: Tender No. 21/20 for the Supply of Accessories, Construction, Installation, and Operation of Adaptive Control Systems for Traffic Lights (hereinafter: “The Tender”)

I the Undersigned _____, I.D. No. _____, after having been warned of my obligation to state the truth and that I shall be subject to the penalties prescribed by law if I do not do so, hereby declare in writing the following:

I am giving this affidavit on behalf of _____, who is the Bidder in the framework of the Tender that is in the reference (hereinafter: “**the Bidder**”). I declare that I am authorized to give this affidavit on behalf of the Bidder.

I declare that the items below were manufactured in Israel or in the Area (as is defined in the Mandatory Tender Regulations (Preference for Israeli Products), 5755 -1995) by a manufacturer that is an Israeli citizen, or permanent resident in Israel, or a corporation registered in Israel.

Concerning the proposed items in the Bidder’s proposal that are not manufactured by the Bidder, my affidavit relies on the Manufacturer’s Affidavit attached to my affidavit (Appendix 10d below) and the opinion of the manufacturer’s accountant.

Below is a list of items that their “Israeli Component Price” Rate (as is defined in the Mandatory Tender Regulations (Preference for Israeli Products), 5755 -1995) in each of them is greater than 35%, and the proposed proposal price of each one of them in the Tender:

The Name of the Item	The Proposal Price*	Manufactured in Israel / in the “Area”

This is my name, and herein is my signature, and all I have stated is the truth.

Date

Name

Signature & Stamp

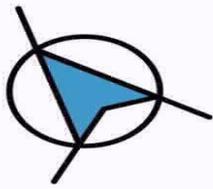
Attorney Affirmation

I the Undersigned, _____, Attorney at Law, affirm that on the date _____ appeared before me in my office on _____ Street, in the City/Town of _____, Mr./Mrs. _____, who identified him/her self by an ID No. _____ /is known to me personally, and after warning him/her to declare the truth and of the penalties prescribed law if he/she does not do so, affirmed the veracity of the affidavit above and signed before me.

Date

License Number

Signature & Stamp



Appendix 10c

A List of the Items for Which the Bidder Seeks Preference as Produced in Israel or in the Gaza Envelope Area

For a Bidder that is not the manufacturer of any one of the items in the proposal

FAO

Ayalon Highways Co. Ltd

RE: Tender No. 21/20 for the Supply of Accessories, Construction, Installation, and Operation of Adaptive Control Systems for Traffic Lights (hereinafter: “The Tender”)

I the Undersigned _____, I.D. No. _____, after having been warned of my obligation to state the truth and that I shall be subject to the penalties prescribed by law if I do not do so, hereby declare in writing the following:

I am giving this affidavit on behalf of _____, who is the Bidder in the framework of the Tender that is in the reference (hereinafter: “**the Bidder**”). I declare that I am authorized to give this affidavit on behalf of the manufacturer.

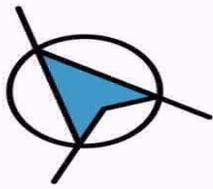
I declare that the items below were manufactured in Israel or in the Area (as is defined in the Mandatory Tender Regulations (Preference for Israeli Products), 5755 -1995) by a manufacturer that is an Israeli citizen, or permanent resident in Israel, or a corporation registered in Israel.

The Bidder does not manufacture all of the items for which the Bidder seeks Israeli Product Preference, and therefore my affidavit relies on the Manufacturer’s Affidavit attached to my affidavit (Appendix 10d below) and the opinion of the manufacturer’s accountant.

Below is a list of items that their “Israeli Component Price” Rate (as is defined in the Mandatory Tender Regulations (Preference for Israeli Products), 5755 -1995) in each of them is greater than 35%, and the proposed proposal price of each one of them in the Tender:

The Name of the Item	The Proposal Price	Manufactured in Israel / in the “Area”

This is my name, and herein is my signature, and all I have stated is the truth.



Date

Name

Signature & Stamp

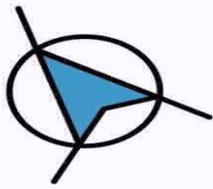
Attorney Affirmation

I the Undersigned, _____, Attorney at Law, affirm that on the date _____ appeared before me in my office on _____ Street, in the City/Town of _____, Mr./Mrs. _____, who identified him/her self by an ID No. _____ /is known to me personally, and after warning him/her to declare the truth and of the penalties prescribed law if he/she does not do so, affirmed the veracity of the affidavit above and signed before me.

Date

License Number

Signature & Stamp



Appendix 10d

The Manufacturer's Affidavit Concerning Israeli Product or Gaza Envelope Area Items

[Add to this affidavit concerning any item in the Bidder's proposal for which the Bidder is not its manufacturer, and for which Israeli Product Preference is requested]

FAO

Ayalon Highways Co. Ltd

RE: Tender No. 21/20 for the Supply of Accessories, Construction, Installation, and Operation of Adaptive Control Systems for Traffic Lights (hereinafter: "The Tender")

I the Undersigned _____, I.D. No. _____, after having been warned of my obligation to state the truth and that I shall be subject to the penalties prescribed by law if I do not do so, hereby declare in writing the following:

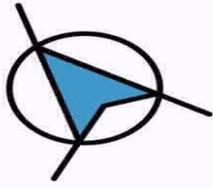
I am giving this affidavit on behalf of _____ (hereinafter; "the Manufacturer") who is the manufacturer supplying the items below for _____ (hereinafter: "the Bidder"). I declare that I am authorized to give this affidavit on behalf of the manufacturer.

I declare that the items below were manufactured in Israel or in the Area (as is defined in the Mandatory Tender Regulations (Preference for Israeli Products), 5755 -1995) by a manufacturer that is an Israeli citizen, or permanent resident in Israel, or a corporation registered in Israel.

Below is a list of items that their "Israeli Component Price" Rate (as is defined in the Mandatory Tender Regulations (Preference for Israeli Products), 5755 -1995) in each of them is greater than 35%, and the proposed proposal price of each one of them:

The Name of the Item	The Proposal Price	Manufactured in Israel / in the "Area"

This is my name, and herein is my signature, and all I have stated is the truth.



Date

Name

Signature & Stamp

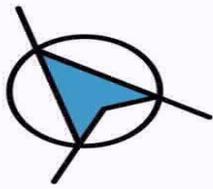
Attorney Affirmation

I the Undersigned, _____, Attorney at Law, affirm that on the date _____ appeared before me in my office on _____ Street, in the City/Town of _____, Mr./Mrs. _____, who identified him/her self by an ID No. _____ /is known to me personally, and after warning him/her to declare the truth and of the penalties prescribed law if he/she does not do so, affirmed the veracity of the affidavit above and signed before me.

Date

License Number

Signature & Stamp



Appendix 10e

- will be printed on the statutory of an accounting firm-

Date: _____

FAO

Ayalon Highways Co. Ltd

RE: The Israeli Component Price Rate for Public Tender No. 21/20

For the Supply of Accessories, Construction, Installation, and Operation of Adaptive Traffic Light Control Systems Submitted by the _____ Co. Ltd

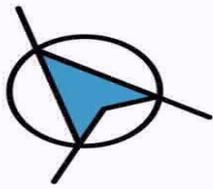
At the request of _____ Ltd (hereinafter: "the Bidder"), and as its accountant, we audited the Bidder's affidavit from [date]____ for Public Tender No. 21/20 for the supply of accessories, construction, installation and operation of adaptive traffic light control systems as detailed in the subject, concerning the Israeli component rate (as is defined in the Mandatory Tender Regulations (Preference for Israeli Products), 5755 -1995) from the proposal price in the Tender, attached herein, and stamped with our firm's stamp solely for identification thereof. This affidavit is the responsibility of the Board of Directors and Management of the Bidder. Our responsibility is to express an opinion in the affidavit above based on our audit.

We conducted our audit as per generally accepted auditing standards in Israel, and under these standards, we are required to plan and perform the audit to obtain reasonable assurance that this affidavit is free of material misstatement. The audit includes a sample testing of evidence supported in the affidavit above (primarily an audit of the Company's documents concerning products manufactured/imported by it as well as declarations from secondary suppliers and "Special Reports" of accountants of secondary suppliers for auditing these declarations). We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the affidavit above reflects fairly, in all material aspects, the incorporated material thereof.

Sincerely yours,

Certified Public
Accountants



Appendix 11

A Letter of Undertaking by the Primary Subcontractor

[For completion by a subcontractor meeting the threshold conditions specifications (insofar as relevant). The subcontractor may not make any change alteration in this Letter of Undertaking, except to complete the relevant sections.]

FAO

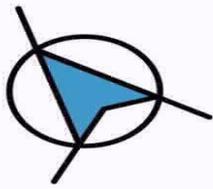
Ayalon Highways Co. Ltd

RE: Public Tender No. 21/20 for the Supply of Accessories, Construction, Installation, and Operation of Adaptive Control Systems for Traffic Lights (**hereinafter: “The Project”**).

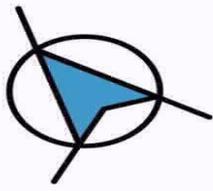
We, the Undersigned, _____ (hereinafter: **“the Subcontractor”**), will serve a primary subcontractor of _____ [complete the name of the Bidder] (hereinafter: **“the Bidder”**), as part of the proposal submitted by the Bidder to the referred Tender (hereinafter: **“the Tender”**).

We declare and undertake, irrevocably, as follows:

1. We are submitting this document as part of the proposal documents of the Bidder in connection to the project. All the proposal documents that we have signed will remain valid for the entire duration noted in the Tender Documents.
2. All obligations and representations made by the Bidder in its proposal concerning us will be considered as if given by us in our role as the Bidder's subcontractor.
3. We confirm and agree that our signatures on the proposal documents and Tender forms obligate and bind us concerning the Tender.
4. We received and read carefully, and in full, all of the Tender Documents, including their appendices and any additional document added and relevant to us, and we agree to all for the terms and stipulations detailed in these documents. We understand the content of the Tender Documents in full and are well acquainted with those of their provisions pertinent to us, and submit this Letter of Undertaking according to the Tender Documents' provisions. We declare that we agree to all the provisions in the Tender Documents pertinent to the subcontractor, and we confirm that all the obligations detailed in them will be as if they were conveyed by us, to the extent that the said obligations are related directly to us, and affirm that we will be obligated to all the operative provisions contained in the Tender Documents pertinent to us. Furthermore, we undertake to assist and support the Bidder throughout the entire Agreement Period for the project's execution.
5. We undertake that: (1) the portion in the Bidder's proposal pertinent to us is precise, complete and current to the date of submission, as per the Tender Documents' specifications; and (2) the proposal documents relevant to us meet all the conditions and provisions of the Tender Documents:



6. In the case where the Bidder is awarded the Tender, we undertake to perform in full all the Bidder's undertakings as part of the Agreement, or the remaining Tender Documents, or both, such that in the case that the Bidder failed to complete one of the said undertakings, we will bear full responsibility toward the Company for the performance of the undertakings, including replacement of the Bidder if the Bidder should fail to execute its undertakings and obligations as per the Agreement, or the remaining Tender Documents, or both.
7. We recognize that our undertakings above will not derogate from the right of the Company to file suit against us, and against the Bidder, together or separately.
8. The laws of the State of Israel will apply to this Letter of Undertaking, on its interpretation, and subject related to or resultant thereof. The competent courts in Tel Aviv-Jaffa will be the sole judicial authority in all subjects, and disputes concerning this undertaking.
9. The address of the subcontractor will be as the address of the Bidder, and the Bidder will be authorized to receive all legal documents and notifications for us and on our behalf.
10. We understand that submission of the proposal by the Bidder will not create in any way an obligation of the Tenders Committee to declare the Bidder as the Winning Bidder; the Tender Committee bears the absolute right to reject any proposal; to request additional information from the Bidder, or other entities, including from us; to cancel or modify the Tender Documents at any time, and negotiate with some or all of the Bidders.
11. The proposal was not prepared jointly or in cooperation with any other Bidder participating in the Tender proceedings, or with any other entity related to any other Bidder as stated.
12. We are entitled by law to use and transfer all the information, the knowledge, the commercial secrets, patents, and the other intellectual property contained in our portion in the proposal.
13. We undertake to protect the confidentiality of all information, written and verbal, pertinent to the Tender proceeding that we receive or obtain as a result of the information conveyed as part of the Tender proceeding, or in pertinent discussions thereof.
14. We declare that we recognize all the aspects related or liable to be related to performing our obligations, and have taken into full consideration these aspects as part of the preparation of our part in the proposal. We waive *a priori* any claim, demand, suit, or action based on, or resultant, whether directly or indirectly, from misunderstanding or lack of knowledge concerning any term or provision of the Tender Documents.
15. There is no conflict of interest between our obligations in the framework of this Letter of Undertaking and between any of our previous contracts or activities or partnerships.
16. We undertake that we will be obligated to this proposal for the entire duration of the Tender, and execution of the Contractual Agreement (to the extent that the Bidder is awarded the Tender).

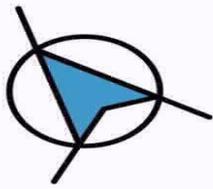


17. We affirm and agree that all expense stemming or related to our participation in the Bidder's proposal or Tender proceeding will be solely and exclusively our responsibility and at our expense, and the responsibility of the Bidder and at its expense, and that we will not have any claim, demand, or suit concerning these expenses.
18. We hereby declare and undertake that we comply with all of the conditions and specifications detailed in the Tender, and undertake to notify the Company in writing of any change that is liable to occur concerning the said compliance with the conditions and specifications, immediately upon their occurrence.
19. We confirm that it is known to us that any breach of any one of the obligations, declarations, or presentations detailed in this Letter of Undertaking, in full or in part, will be cause sufficient for the proposal's rejection.
20. This undertaking will be considered a contract for the benefit of a third-party as defined in the Contracts (General Parts) Law, 5733-1973.
21. For the terms that are not defined in this Letter of Undertaking, their meaning will be that which was given in the Tender Documents.
22. Any waiver, amendment, or other alteration of any provisions whatsoever of this Letter of Undertaking will become valid only if approved *a priori* and in writing by Ayalon Highways Ltd.

AND IN WITNESS WHEREOF we have signed:

**The Signature of the
Subcontractor**

_____	_____	_____
The Name of the Authorized Signatory	Signature	Date
_____	_____	_____
The Name of the Authorized Signatory	Signature	Date
_____	_____	_____
The Name of the Authorized Signatory	Signature	Date



Attorney Affirmation of the Signature of the Subcontractor

I the Undersigned _____, Attorney at Law, hereby affirm that _____, _____, _____, that have signed before me on this Letter of Undertaking are authorized to undertake on behalf of the subcontractor as stated in this Letter of Undertaking, and their signatures obligate the subcontractor for all intents and purposes.

Date

Attorney Signature & Stamp

The Bidder's Signature

The Name of the Authorized
Signatory

Signature

Date

The Name of the Authorized
Signatory

Signature

Date

The Name of the Authorized
Signatory

Signature

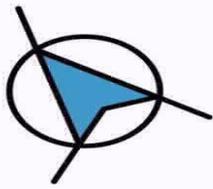
Date

Attorney Affirmation of the Bidder's Signature

I the Undersigned _____, Attorney at Law, hereby affirm that _____, _____, _____, that have signed before me on this Letter of Undertaking are authorized to undertake on behalf of the Bidder as stated in this Letter of Undertaking, and their signatures obligate the Bidder for all intents and purposes.

Date

Attorney Signature & Stamp



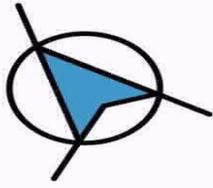
Appendix 12

Terms of Participation in the Tender as part of the “Dekel Tender” System.

1. I confirm that I have carefully read all of the tender documents above and that I know that all the tender documents, **including this appendix**, without exception, are an inseparable part of the tender documents and all that it implies.
2. This Tender is managed through the internet website “**Dekel Tenders**” at the address <https://bids.dekel.co.il/ayalon>. (hereinafter: “the **website address**”).
3. Herein are the stages of the Tender, as these are managed by this website, as follows:
 - 3.1. Registration on the “Dekel Tenders” website and issuance of a personal username and password for the participant. It should be emphasized that Bidder entry will be executed solely employing the username and password.
 - 3.2. Review of the Tender Documents and the threshold conditions.
 - 3.3. Registration to the Tender through the website and reception of documentation (return delivery) confirming that the participant has registered to the tender.
 - 3.4. The procedure for joining: All of the Tender Documents, including the appendices and other pertinent documentation, should be downloaded from the designated tab. The Bidders will print and fill out all of the Tender Documents as per the guidelines detailed in the Terms of Tender Volume. After filling out and signing the documents and adding all of the required documents, the documentation is to be scanned at a quality that enables comfortable reading and their submission in the designated tab according to the following classification: Compulsory documents, a response to clarification questions (will be published according to the date set for the response), additional announcements and elective documents.

It should be clarified and emphasized that the automated e-tender system does not examine the content of the document submitted or its compatibility to Tender requirements, and it is solely the Bidder’s responsibility to do so.
 - 3.5. The price quote will be submitted on the designated tab on the website, after which the Bidder will press the approve button to confirm delivery.

The system will sign, encode and send the Bidder’s proposal in an encoded manner such that any other entity cannot observe it before the date has arrived by opening the Tender Proposal Inbox by the Tenders Committee and/or those authorized on its behalf.
 - 3.6. Sending a single proposal. It should be clarified and emphasized that the submission of several proposals by the same participant will not be allowed and that after submitting the Bidder’s proposal through the e-tender system, the system will be locked to prevent the submission of additional documents by the Bidder.



4. For any question, please contact Mrs. Oshrat Alon from the Dekel Co. by telephone +972-(0) 4-8145400 Ext. 1 or by email: oshrata@dekel.co.il.
5. I hereby declare that I have understood all of the documents on their particulars and that the place of execution of the contract, terms of access and any other factors affecting or likely to affect it, including concerning the extent of the expenses that are known and recognized by me and that accordingly I have based my proposal.

Participant's Name: _____

Address: _____ **Tel:** _____

Contact Person: _____

Signature & Stamp: _____

Date: _____