



AYALON HIGHWAYS CO. Ltd.

**TRAFFIC SURVEILLANCE AND
CONTROL SYSTEM**

**TURN-KEY DESIGN / BUILD UPGRADE
PROJECT**

Tender No. 17/15

TENDER CONDITIONS AND INSTRUCTIONS

Volume A

August 2015

Tender No. 17/15

TENDER CONDITIONS AND INSTRUCTIONS

1. **INTRODUCTION**

1.1 **General**

1.1.1 Ayalon Highways Co. Ltd. (hereinafter the "AHC Co" or the "Company"), hereby requests proposals from any eligible Bidder that complies with the requirements specified in this Tender for the Acquisition, Installation and Integration of Traffic Surveillance and Control System ("TSCS"), partly as a turn-key project, all as described in the Tender Documents.

1.1.2 AHC Co is a governmental company owned 50% by the State of Israel and 50% by the Municipality of Tel Aviv-Yafo, acting as the local traffic authority in charge of designing, constructing, operating and maintaining of the Ayalon Highway (Road No. 20), which serves as a metropolitan freeway for the millions of inhabitants of the Tel Aviv metropolitan area.

1.1.3 Ayalon Highway is one of the two main North-South highways of the Tel Aviv Metropolitan area. Today, the Ayalon Highway starts in Herzlia in the north, and ends at the Holot interchange in the south where it connects to Highway No. 4. There are several ongoing projects, north of Herzlia, which include an extension of the Ayalon Highway to the north where it will connect at the Shefayim interchange to Highway No. 2. About 750,000 vehicles a day use the Ayalon Highway, making it the busiest road in Israel.

The Ayalon Highway Map and a List of Interchanges are hereby attached as Appendix 20.

1.2 **General introduction of the Project and the Works**

The information contained below provides a general overview of the Project, the Works and the responsibilities of the Contractor. Such information does not derogate from the Contractor's responsibilities and obligations as set forth in the Tender Documents in detail. For more information on the Project, the Works and the responsibilities of the Contractor, please see the detailed description as set forth in the various Tender Documents.

1.2.1 An existing TSCS is currently implemented along the central part of the Ayalon Highway, from Herzlia in the north, to the Wolfson interchange in the south. The TSCS's main components include: a traffic control center including central system servers and workstations, a communications sub-system, traffic detectors, gantries with lane control signs and/or variable message signs and CCTV cameras.

1.2.2 AHC Co intends to extend its traffic surveillance and control capabilities to the southern part of the Ayalon Highway by acquiring a new TSCS central software and hardware and communications systems as well as field equipment for the Ayalon South. This new system will be operated at first in parallel to the existing TSCS which controls the Ayalon Center. AHC Co intends (at a later stage) to replace the existing field equipment along Ayalon Center and connect it to the new TSCS system which will

ultimately control the full length of the Highway from Shefayim in the north to Holot in the south.

- 1.2.3 The scope of the Works included in the Project is divided into four Segments:

Segment 1: Ayalon South – New TSCS

Segment 2: Ayalon South - Public Transport (PT) lane

Segment 3: Ayalon Center

Segment 4: Maintenance

- 1.2.4 Segment 1: Ayalon South – New TSCS

This Section of the Works includes the design, supply, installation, integration and commissioning of the TSCS's central software and hardware, field equipment, communication system and all other sub-systems required to operate a fully functional TSCS along the Ayalon South. The location of TC Field Equipment along the Highway has been planned by AHCo and the majority of the civil engineering infrastructure has been prepared. The main items of work included in this section are: TSCS Central Software and Hardware; TSCS Field Equipment– Civil Engineering Infrastructure; TSCS Traffic Control Field Equipment; Communication System; and Electrical System.

For more details see section 1.3 of the SOW.

Segment 1 is to be performed by the Contractor as a turn-key project.

- 1.2.5 Segment 2 – Ayalon South – Public Transportation (PT) Lane

The left lane of Ayalon South (NB) is dedicated to Public Transport (PT) during part of the day. There is a possibility of having the same arrangement in the other direction (SB). Today, the PT lane is not controlled dynamically but there are plans to place Variable Prismatic Signs (VPS) on existing gantries, above the appropriate lane. These signs shall enable dynamic control of the lane by indicating the relevant restrictions according to AHCo policy.

For more details see section 1.4 of the SOW.

Segment 2 is optional and the execution of this Segment, in whole or in part, shall be at the AHCo's sole discretion.

- 1.2.6 Segment 3 – Ayalon Center

The existing TSCS controls Field Equipment along Ayalon Center has been installed for over 15 years. Once the new central system for Ayalon South is in place and functioning, it is AHCo's intention to replace the existing Field Equipment on Ayalon Center with new equipment and to connect it to the new system. This procedure may be implemented gradually or more quickly depending on the technical status of the existing equipment, the budget and other considerations.

The Works in this Segment 3 include the design, supply, installation, integration and commissioning of new Field Equipment along Ayalon Center. The Works include dismantling the existing equipment and

disposing of it according to AHCo instructions, performing all modifications required to existing infrastructure, supplying and installing new equipment and all work required to connect and fully operate the equipment from the new TSCS central systems.

The work in this Segment also includes design, supply, installation, integration and commissioning of an identical duplicate copy of the TSCS central software and hardware systems and central communication system which will be installed in the new Tel-Aviv Metropolitan Control Center (TAMCC) once it is built.

Without derogating from the above, and even though the main stated purpose of this Segment 3 is the replacement of the existing Field Equipment on Ayalon Center with new equipment and to connect it to the new system, the Schedule Of Prices(SOP) of this Segment 3 may be used by AHCo to order from the Contractor additional Works for any additional site, as AHCo determines that such Works are required for the TSCS, including also to other parts of the Ayalon Highway and/or in other roads in the Tel Aviv Metropolitan area.

This Segment 3 is optional and the execution of this Segment 3, in whole or in part, shall be at the AHCo's sole discretion.

The Company reserves the right, at its sole discretion, to order and purchase equipment and/or Works included in this Segment 3 from any other contractor or entity (including by publishing a tender for the purchase of such equipment and/or Works), and in such event, the Contractor will be obligated to act as an Integrator for the third party equipment that will be purchased, all in accordance with the instructions of AHCo, and in order to ensure that such equipment will be properly connected to the new TSCS. In the event that AHCo issues a tender to purchase equipment and/or Works included in this Segment 3, the Contractor will be entitled to participate in such tender.

For more details see section 1.5 of the SOW.

1.2.7 Segment 4 - Maintenance

The Works in this Segment include all work required for support services to AHCo and maintenance of the equipment, hardware and software.

For more details see section 1.6 of the SOW.

This Segment 4 is optional and the execution of this Segment 4, in whole or in part, shall be at the AHCo's sole discretion.

1.3 DEFINITIONS

In this Volume A of the Tender Documents (defined below) the following words and expressions shall have the meaning hereby assigned to them, as follows:

Definitions:

Definitions:

Ayalon Center	SB and NB, from Herzelia interchange in the North to section 250N of the Ayalon Highway in the south (north of Holon interchange). Ayalon Center also includes the section of the road (NB and SB) leading to Highway No. 1, a section of Highway No. 5 (from Gllilot Interchange to Pum intersection) as well as all ramps and road sections at interchanges which are under the responsibility of AHCo.
Ayalon South	NB and SB, from section 250N of the Ayalon Highway (North of Holon Interchange) in the North to Holot Interchange in the South. Ayalon South also includes all ramps and road sections at interchanges which are under the responsibility of AHCo.
"Bid"	The bid to be submitted by each Bidder in accordance with the terms of the Tender Documents;
"Bidder"	Prior to the Final Bid Submittal Date, an entity that purchased the Tender Documents in accordance with the provisions of Clause 6.4 hereof, and after the Final Bid Submittal Date, an entity that submitted a Bid in accordance with the Tender Documents;
"Field Equipment"	As such terms are defined in the Agreement;
"Final Bid Submittal Date"	As defined in Clauses 1.7.3 and 12.3.1 hereof;
"Project" or "Works"	As such terms are defined in the Agreement;
"Tel Aviv Metropolitan area"	The area between the city of Ashdod in the south, the city of Modiin Maccabim Reut in the east and the city of Hadera in the north.
"Tender"	This Tender issued by AHCo which invites local and international entities to submit proposals for Acquisition, Installation and Integration of Traffic Surveillance and Control System;

Definitions:

"Tender Committee"	The Tender Committee of AHCo;
"Tender Documents"	The documents detailed in Clause 6 hereof and any clarification and/or addendum thereto made by the Tender Committee in writing;
"Winning Bidder" or "Successful Bidder" or the "Contractor"	A Bidder to be selected by the Tender Committee of the Company to execute the Project in accordance with the provisions of the Tender Documents (who may also be referred to in this document as the "Contractor").

1.4 BUDGET APPROVAL

The execution of the Project is subject to a budget approval required to be provided to the Company by the Ministry of Transport and Road Safety ("MOT"). In the event that such approval is not granted to the Company or will be cancelled by the MOT, it is possible that the Company will cancel the Tender or postpone the execution of the Project. By submitting a Bid, the Bidder hereby agrees to the above condition and declares and undertakes that it will not have any argument, demand and/or claim of any kind against the Company and/or the MOT and/or anyone on their behalf.

In the event that the Company will cancel the Tender as a result of the reasons set forth in Clause 1.4 above, and for those reasons only, a bidder that already bought and paid for the Tender Documents shall be entitled to a refund of the sum paid by it. Other than the said refund of the sum paid by a Bidder for the Tender Documents, the Company will not pay any other payment and/or compensation of any kind to the Bidders in the event of cancellation of the Tender.

1.5 COSTS OF BIDS SUBMISSION

1.5.1 Subject to Clause 1.4 above, all costs and expenses of any nature whatsoever incurred by each Bidder arising from or in connection with its participation in this Tender shall be borne entirely and exclusively by such Bidder, including, but not limited to, all costs and expenses with regard to any exploration, investigation, testing, translation of documents, issue of licenses and permits required in terms of the Tender Documents, and the preparation and submission of the Bid.

1.5.2 The Bidders and/or each members of the Joint Venture and/or the Winning Bidder shall not be entitled to demand, nor shall the Company be liable for, any payment, compensation and/or reimbursement of any costs and expenses as aforesaid, including loss of profit, under any circumstances whatsoever, including in the event of a cancellation of the Tender and/or if the Company decided not to sign the Agreement or not to award the Project to any of the Bidders.

1.6 THE TERM OF THE AGREEMENT

The term of the Agreement shall be as defined in the Agreement.

1.7 SCHEDULE

Without derogating from the rights of the Tender Committee under the Tender Documents, to postpone any of the dates listed below, the submission of the Bids is to be in accordance with the following schedule:

- 1.7.1 Bidder's conference meeting will be held on October 28, 2015 at 11:00 (Israel Time).
- 1.7.2 Deadline for submission of requests for clarifications and interpretation on November 29, 2015 at 10:00 (local Israeli Time).
- 1.7.3 Last date for submission of Bids ("**Final Bid Submittal Date**") on December 20, 2015 no later than 12:00 (local Israeli time).

1.8 LANGUAGE OF THE TENDER PROCESS

- 1.8.1 The language of the Tender shall be English, including any statements, information and correspondence between the Bidders and the Company. Notwithstanding the foregoing, the Company shall have the right to attach, issue and/or submit, or to permit the attachment, issuance or submission of any statements, information, correspondence and/or any other documents in Hebrew and in such a case the Hebrew version of the document will be the obligating one and any translation made by a Bidder to such document will be on the sole responsibility of such Bidder.
- 1.8.2 Any documents of any nature whatsoever submitted by the Bidders that are not in English (or Hebrew, if permitted by the Company), shall be accompanied by an English translation thereof, the completeness and accuracy of which shall be certified by a public notary.
- 1.8.3 In the event of contradictions, inconsistencies or discrepancies between a document and its English translation, the latter shall prevail except documents in Hebrew, as mentioned in clause 1.8.1 above.

1.9 PRIMARY ADVISORS TO THE TENDER COMMITTEE

Any entity or person, which has provided, or will provide, significant services to the Tender Committee, including the advisors listed in Appendix 19 (list of primary advisors), will not be permitted to participate in the Tender as part of any Bidder or by providing service to any Bidder, without the prior written approval of the Tender Committee.

1.10 MANDATORY INDUSTRIAL COOPERATION

- 1.10.1 Each Bidder confirms and undertakes that it will comply with and fulfill the requirements of the Mandatory Tenders Regulations (Mandatory Industrial Cooperation) 5767 – 2007, represented by the Industrial Cooperation Authority ("ICA") with regard to industrial cooperation procurement that is to be carried out in connection with the scope of the Agreement.
- 1.10.2 Each Bidder shall furnish along with the submission of its Bid, an Industrial Cooperation Undertaking, including its Attachment A, in the form attached hereto as Appendix 19
- 1.10.3 The Industrial Cooperation Undertaking must be signed by an authorized officer on behalf of the Bidder. In the event of an unincorporated joint venture, the Industrial Cooperation Undertaking shall be jointly executed by the authorized officers of each of the Members who shall be liable, jointly and severally, towards the ICA with respect to the Undertaking. In all matters relating to the Undertaking, Bidders shall follow the guidelines and instructions of the ICA.
- 1.10.4 Further to the Letter of Award, the Successful Bidder shall submit a Detailed Fulfillment Program to the ICA. The ICA requires such submission to be made within ninety (90) days of the date of declaration of the Successful Bidder. All submissions to the ICA will be made by the Bidder directly to the ICA and in coordination therewith. For the avoidance of doubt, it is emphasized to the Bidders the Detailed Fulfillment Program is not to be submitted within the Bid, but is only to be submitted by the Successful Bidder as aforesaid.
- 1.10.5 In the event that during the course of the ICA's examination of a Bidder's fulfillment program, it shall be found that the fulfillment program is not in compliance with the ICA's requirements and/or with applicable regulations, the Bidder will be obliged to make amendments to its fulfillment program in accordance with the instructions of the ICA.
- 1.10.6 In the event that a Bidder does not amend its fulfillment program in accordance with the ICA's requirements, the Company may, at its sole discretion, disqualify its Bid.
- 1.10.7 For additional information concerning the fulfillment of the Industrial Cooperation Undertaking, Bidders may address the ICA at: Industrial Cooperation Authority, Ministry of Economy: 86 Menachem Begin Rd. P.O. Box 36049.

2. ELIGIBILITY TO SUBMIT THE TENDER PROPOSAL

2.1 A Bidder may be either:

- 2.1.1 An entity (company or registered partnership) duly organized and validly existing under the laws of the state of Israel, in compliance with all of the pre-qualification requirements set forth in Clause 3 below.
- 2.1.2 A joint venture of entities (companies or registered partnerships) ("**JV Bidder**") willing to submit a Bid together, when the members of the Joint Venture, in aggregate and in accordance with the Tender, are in

compliance with all of the pre-qualification requirements set forth in Clause 3 below.

2.2 Instructions for JV Bidder:

- 2.2.1 Each member of the Joint Venture must be an entity duly organized and validly existing under the laws of the jurisdiction in which it is organized.
 - 2.2.2 One member of the Joint Venture, who is holding at least 51% of the rights of the Joint Venture, must itself be in compliance with the pre-qualification requirements set forth in Clauses 3.2.1 and 3.2.2 below.
 - 2.2.3 One member of the Joint Venture, who is holding at least 35% of the rights of the Joint Venture, must be an Israeli company or registered partnership, and that member must itself be in compliance with the pre-qualification requirements set forth in Clauses 3.2.3 and 3.2.4 below.
 - 2.2.4 The JV Bidder shall submit with the Bid a duly executed and legally binding memorandum of understanding (MOU) or an agreement entered into by and between the members of the Joint Venture, stating, inter alia, that all members of the Joint Venture shall sign the Contract with the Company, under which they become jointly and severally liable vis-à-vis the Company for all obligations of the Bidder under the Contract.
 - 2.2.5 The JV Bidder shall appoint the member of the Joint Venture that is in compliance with the pre-qualification requirements set forth in Clauses 3.2.1 and 3.2.2 below as its authorized representative by signing a power of attorney in the form of Appendix 14.
- 2.3 Each Bidder shall provide as part of its Bid, copies of its charter documents (which shall include at least the Bidder's incorporation certificate, articles of association and memorandum) and any other documents evidencing its legal status, place of registration and principal place of business, in each case certified as true and accurate copies thereof by the Bidder's legal counsel.
- For a JV Bidder, such documents shall be provided by each member of the JV Bidder regarding itself.
- In the event that a Bidder is to demonstrate its compliance with the pre-qualification requirements set forth in Clause 3.2.1 below through a Related Entity, then such documents shall be provided by that Related Entity.
- 2.4 A Bidder, or any member of a JV Bidder, as the case may be, cannot submit or otherwise participate in more than one Bid, or be a member of another Joint Venture submitting a Bid. For the purpose of this Clause, the terms "Bidder" and "member of a Joint Venture" shall include any entity which has control over such Bidder or member of the Joint Venture, or is controlled by such Bidder or member of a Joint Venture or is controlled by an entity which has control over such Bidder or member of a Joint Venture. For the purpose of this Clause the term "control" shall mean – (i) the holding of more than fifty percent (50%) in the controlled entity's share capital; or (ii) the possession of more than fifty percent (50%) in the controlled entity's voting power; or (iii) the power to appoint more than fifty percent (50%) of the directors in the controlled entity

3. PRE QUALIFICATION REQUIREMENTS

Due to the complexity, vast scope and uniqueness of the Works included in the Project, as well as the unique knowledge and expertise required for the execution of such Works, any Bidder who desires to submit a Bid must demonstrate its compliance with all of the Pre-Qualification Requirements set forth in this Section below.

3.1 General Pre-Qualification Requirements

- 3.1.1 The Bidder (and for a JV Bidder – at least one member of the Joint Venture) must demonstrate based on the Bidder's Financial Statements, that the average of annual turnovers of the Bidder during the past three years (2012, 2013, 2014) has been at least sixty million (60,000,000) New Israeli Shekel (excluding VAT) (or the equivalent thereof).
- 3.1.2 The Bidder (and for a JV Bidder, each member of the Joint Venture) is not in administration, liquidation, receivership, bankruptcy or winding up or the like and there are no pending applications or petitions with regard thereto and it is not insolvent and no material liens were attached to its assets.
- 3.1.3 The Bidder shall provide, together with the Bid, a Tender Bond in the amount of NIS 1,500,000 (one million and five hundred thousandth New Israeli Shekels) in favor of the Company, as set forth in Clause 5 below. For a JV Bidder – The Tender Bond shall be issued in the name of all members of the Joint Venture, which shall be jointly and severally liable for the whole amount of the Tender Bond.
- 3.1.4 The Bidder (and for a JV Bidder – at least the member of the Joint Venture that is in compliance with the pre-qualification requirements set forth in Clauses 3.2.1 and 3.2.2 below) has participated in the Bidders conference meeting.
- 3.1.5 The Bidder (and for a JV Bidder – all Israeli members of the Joint Venture) has all the required approvals and affidavits under the Public Entities Transactions Law, 1976, valid to the Final Bid Submittal Date.
- 3.1.6 The Bidder (and for a JV Bidder – at least one member of the Joint Venture) has purchased the Tender Documents.

3.2 Professional Pre-Qualification Requirements

- 3.2.1 The TMS System that was proposed by the Bidder in its Bid includes software that is in compliance with the definition of the "Central Software" as defined in clause 3.3 below.

Furthermore, the Bidder (and for a JV Bidder – the member of the Joint Venture holding at least 51% of the Joint Venture), by itself or by a Related Entity, is fully in compliance with all of the requirements set forth below:

- 3.2.1.1 It is the owner of all rights, including all intellectual property rights (IP), in the Central Software that is proposed in the Bid;
- 3.2.1.2 It is the owner of all rights, including all intellectual property rights (IP), in at least one (1) Central Software, which is identical or similar to the Central Software that is proposed in the Bid, and that was already installed in

another project in the world and that Central Software is successfully operating.

- 3.2.2 The Bidder (and for a JV Bidder –the member of the Joint Venture that is in compliance with the pre-qualification requirements set forth in Clause 3.2.1 above), has executed, as a main contractor ["קבלן ראשי"], at least three (3) projects during the past ten (10) years, in Freeways [י"דרכים מהירות] and/or in Tunnels, in compliance with all of the requirements set forth below:
- 3.2.2.1 Every one of the three projects has included the design, installation and integration of a TMS System that includes at least three (3) items of the items A to H listed in the definition for the expression "TMS System" as defined in clause 3.3 below.
 - 3.2.2.2 At least one of the three projects was executed on an open section (without tunnels) of a Freeway [י"דרך מהירה].
 - 3.2.2.3 The execution of all three projects is completed and they were commissioned successfully to the customer of the project for its use, where the final execution of at least one of the three projects was completed in the past seven (7) years.
 - 3.2.2.4 The total aggregate cost of all three projects was not less than forty million (40,000,000) NIS, excluding VAT, where the cost for each one of the three projects, individually, was not less than five million (5,000,000) NIS, excluding VAT.
 - 3.2.2.5 All of the requirements pursuant to Clauses 3.2.2.1 – 3.2.2.4 above must be fulfilled by the Bidder itself, or for a JV Bidder, the Member of the Joint Venture itself, and compliance with such requirements cannot be demonstrated by a Related Entity, even if the compliance with the requirements pursuant to Clause 3.2.1 above was through a Related Entity.
- 3.2.3 The Bidder (and for a JV Bidder – an Israeli member of the Joint Venture) has experience in executing the installation of at least one (1) of the items A to H listed in the definition for "TMS System" in clause 3.3 below, on a busy road with ongoing traffic, located in Israel, and the total aggregate value of such works performed by such Bidder was not less than ten million (10,000,000) NIS in the past seven (7) years.
- 3.2.4 The Bidder (and for a JV Bidder – an Israeli member of the Joint Venture) has experience in executing maintenance services of at least one (1) of the items A to H listed in the definition for "TMS System" in clause 3.3 below, where the said maintenance services were provided on a busy road located in Israel with ongoing traffic and for a yearly fee of not less than two million (2,000,000) NIS in every one of the years 2012, 2013, 2014.

3.3 Definitions

The words and expressions in Clauses 3.1 – 3.2 above shall have the meaning hereby assigned to them, as follows:

Definitions:

"Central Software"

The Central Software is a software application which is installed on one or more servers located at the Traffic Control Center and is designated for collection of traffic data, processing the data and disseminating information for the purpose of traffic management and control of a Freeway. The characteristics of this designated software application shall include at least 8 of the following implementation abilities:

- A. The ability of bi-directional communication with all Field Equipment monitored and/or controlled by the central system.
- B. The ability of monitoring traffic detectors installed along the Freeway and collecting traffic data/information (such as volume, occupancy and speed) from these detectors at predefined intervals.
- C. The ability of processing the data/information received from the traffic detectors for the purpose of detecting traffic incidents along the Freeway.
- D. The ability to control Variable Message Signs (VMS) installed along the Freeway. The ability shall be at least the option of sending messages to the sign and monitoring the orderliness of the sign and the actual message displayed on it.
- E. The ability to control Lane Control Signs (LCS) installed along the Freeway. The ability shall be at least the option of sending message to the sign and monitoring the orderliness of the sign and the actual message displayed on it.
- F. The ability to create automatic and manual response plans for incidents based on user definitions. Examples of response plans: speed Control, lane Closure, lane diversion, display messaged on Variable Message Signs.
- G. The ability to display traffic flow status, the traffic detection sites location and traffic data, the location of different electronic signs (VMS, LCS) and the information displayed on them. All information is displayed on a synoptic or cartographic map.
- H. The ability for the system user to create and define traffic- incidents and incorporating these incidents in the software's processes. Among these processes shall be the display of these incidents on the above mentioned map.
- I. The ability to process all types of data/information

Definitions:

included in the system and to create statistical reports based on this information. The information to be processed shall at least include data from traffic detectors, incidents and availability and orderliness of traffic detection and control equipment.

- J. The ability for information and control interfaces with external systems, among these interfaces shall be interfaces to Internet sites and to regional and other traffic management and control systems.

"Freeway"
("דרך מהירה")

A highway with two separated carriageways each of which has at least two lanes. A Freeway enables driving at high speeds and has no intersections, traffic lights, railway crossings, pedestrians and slow moving vehicles. The entrances to the Freeway and the exits from the Freeway are only via Interchanges. The maximum speed: 90 Km/Hour and above.

"Related Entity "

A direct parent company exercising control over the Bidder or, for a JV Bidder, over a member of the Joint Venture, or a direct subsidiary, controlled by the Bidder or, for a JV Bidder, by a member of the Joint Venture. For the purpose of this clause, the term "control" shall mean – (i) the holding of more than fifty percent (50%) in the controlled entity's share capital; or (ii) the possession of more than fifty percent (50%) in the controlled entity's voting power; or (iii) the power to appoint more than fifty percent (50%) of the directors in the controlled entity.

"TMS System"

Central system for the control and management of traffic along roads (not necessarily freeways) which includes computer servers, workstations and central software which are installed at the traffic control center and also includes the following elements:

- A. Communication cables and communication equipment deployed along the roads, WAN connecting the central system of the Traffic Management System to the field equipment.
- B. Traffic control Field Equipment deployed along the road which enables collecting data\information from traffic detectors.
- C. Traffic detectors of various types deployed along the road which enable analyzing traffic data (volume, speed, occupancy, vehicle classification) which is monitored and processed by the TMS.
- D. Variable Message signs (VMS\DMS) for traffic deployed along the road and controlled by the TMS.

Definitions:

- E. Lane control signs (LCS) deployed along the road and controlled by the TMS.
- F. Prismatic message signs for traffic deployed along the road and controlled by the TMS.
- G. Traffic signals controlled by the TMS.
- H. Traffic control CCTV cameras controlled by the TMS.

4. DOCUMENTS TO BE PROVIDED FOR DEMONSTRATING COMPLIANCE WITH THE PRE-QUALIFICATION REQUIREMENTS AND OTHER DOCUMENTS TO BE PROVIDED AS PART OF THE BID

- 4.1 In order to demonstrate compliance with the pre-qualification requirements of Clause 3 above, each Bidder shall provide as part of its Bid the following documents:
 - 4.1.1 To demonstrate compliance with the requirements of Clause 3.1.1 above, the Bidder shall provide as part of its Bid a certificate signed by its auditor (and for a JV Bidder, the auditor of the relevant member), in the form attached hereto as Appendix 8 .
 - 4.1.2 To demonstrate compliance with the requirements of Clause 3.1.2 above, the Bidder shall provide as part of its Bid a certificate signed by its auditor /attorneys in the form attached hereto as Appendix 9. For a JV Bidder, such certificate shall be provided by any member of the Joint Venture.
 - 4.1.3 To demonstrate compliance with the requirements of Clause 3.1.3 above, the Bidder shall provide as part of its Bid a Tender Bond in accordance with clause 5 below.
 - 4.1.4 To demonstrate compliance with the requirements of Clause 3.1.5 above, the Bidder shall provide as part of its Bid all required approvals and documents according to the Public Entities Transactions Law, 1976, including a signed affidavit in the form attached in Appendix 6. For a JV Bidder, such documents shall be provided by any Israeli member of the Joint Venture.
 - 4.1.5 To demonstrate compliance with the requirements of Clause 3.2.1 above, the Bidder (and for a JV Bidder, the relevant member) shall provide as part of the Bid a signed affidavit in the form attached hereto as Appendix 10, and shall attach to this affidavit all necessary approvals and/or documents that demonstrate its compliance with the pre-qualification requirements, including a signed approval from the customers of the projects/works, approving, inter alia, that the Central Software owned by it has been installed in another project elsewhere and that Central Software is operating successfully.
 - 4.1.6 To demonstrate compliance with the requirements of Clause 3.2.2 above, the Bidder (and for a JV Bidder, the relevant member) shall provide as part of the Bid a signed affidavit in the form attached hereto as Appendix 11, and shall attach to this affidavit all necessary approvals and/or documents that demonstrate its compliance with the pre-qualification requirements.

For the above, the Bidder shall attach to its affidavit signed approvals from all third parties for which the Bidder has provided its services and that were included in its affidavit, confirming all details included by the Bidder in the affidavit, including dates and times, scope of works and costs. Without derogating from the above, the said approvals should include all details that may assist AHCo to understand that all projects/works included by the Bidder in its affidavit are in compliance with all pre-qualification requirements set forth in Clauses 3.2.2.1 – 3.2.2.4 above.

To facilitate AHCo's verification of the information and projects/works included in the Bidder affidavit, **a Bidder may not include in its affidavit any project/work that was executed in a state which does not have a diplomatic relations with the state of Israel**, and a project/work that was executed in a state which does not have a diplomatic relations with Israel will be disregarded.

- 4.1.7 In order to demonstrate compliance with the requirements of Clauses 3.2.3 and 3.2.4 above, the Bidder (and for a JV Bidder, the relevant member) shall provide as part of the Bid signed affidavits in the forms attached hereto as Appendixes 12 and 13, and shall attach to such affidavits all necessary approvals and/or documents that demonstrate their compliance with the pre-qualification requirements.

For the above, the Bidder shall attach to its affidavits signed approvals from all third parties for which the Bidder has provided its services and that were included in its affidavits, approving all details included by the Bidder in the affidavits, including dates and times, scope of works and costs.

- 4.2 The Bidder shall also attach to its Bid the following documents:

- 4.2.1 Information about the Bidder in the form attached hereto as Appendix 1;
- 4.2.2 A full and signed proposal form in the form attached hereto as Appendix 2;
- 4.2.3 A confirmation of understanding the Tender conditions and instructions in the form attached hereto as Appendix 3;
- 4.2.4 A signed approval by the Bidder's attorneys, in the form attached hereto as Appendix 5, that details and/or approves the following information (for a JV Bidder, the said approval shall be attached for each member):
- 4.2.4.1 The Bidder has the corporate power to sign the Agreement and to execute of the Project and/or the Works pursuant to the Agreement according to its charter documents.
 - 4.2.4.2 Details about the shareholders of the Bidder.
 - 4.2.4.3 The names of the members of the Bidder's Board of Directors, its Chief Executive Officer and its Chief Financial Officer.
 - 4.2.4.4 The persons that signed the Bid (including on the Tender Documents) on behalf of the Bidder are fully authorized

to do so by the Bidder and that their signature binds the Bidder.

- 4.2.5 A signed statement in the form attached hereto as Appendix 7. For a JV Bidder, the said statement shall be attached for each member.
- 4.2.6 Copies of the charter documents of the Bidder / members of the Joint Venture, as set forth on Clause 2.3 above.
- 4.2.7 A receipt or a confirmation for the purchase of the Tender Documents.

4.3 Details about the Field Equipment

The Bidder shall provide as part of the Bid detailed information on the Field Equipment that it is going to use if its Bid will be announced as the winning Bid, including detailed information on the signs and detectors it is going to use. In this regard, the Bidder is required to state the type and model of the Field Equipment, the name of the manufacture and if it has used this Field Equipment in the past and where.

The announcing of any Bid as the winning Bid and/or signing of the Agreement by the Company will not, in any way, be considered as an approval by the Company of the Field Equipment that will be presented by the Bidder in its Bid. The Company will test the Field Equipment during the PDR phase (as defined in the Agreement) and only approved Field Equipment that was approved at the PDR phase will be approved for use in the Project. Without derogating from the above, the Company will have the sole discretion not to approve any Field Equipment even if such Field Equipment was included in the Bid.

- 4.4 The Bidder must include all the details required to be included in the Tender Documents.
- 4.5 All of the Tender Documents (on every page) must be signed by a person or persons duly authorized to sign on behalf of the Bidder and, where required, on behalf of the members of the Joint Venture. Documents / papers without a specific place for signature will be signed by initials only. Documents / papers with a specific place for signature will be signed in full, and if necessary according to the signing rights of the Bidder, with the stamp and seal of the Bidder. Where required as indicated thereon, an attorney shall confirm in writing that the signatories were duly authorized to sign.
- 4.6 A Bidder must provide all the above mentioned documents as part of its Bid. The Tender Committee will be allowed, but not obligated, to disqualify Bids based on the missing documents that the Bidder failed to provide.

5. **TENDER BOND**

- 5.1 Each Bidder shall provide, together with the Bid, a Tender Bond in the amount of NIS 1,500,000 (one million and five hundred thousand New Israeli Shekels) in favor of the Company, issued by a bank incorporated in Israel or by an Israeli insurance company which possesses a license to act in the insurance field in Israel. The Tender Bond shall be autonomous and irrevocable and shall be in the form attached hereto as Appendix 4.
- 5.2 Any Bid that does not include the Tender Bond will be disqualified.

- 5.3 For a JV Bidder - the Tender Bond shall be issued in the name of all members of the Joint Venture, which shall be jointly and severally liable for the entire amount of the Tender Bond.
- 5.4 The Tender Bond shall be valid and effective until **September 1, 2016**.
- 5.5 As set forth in Clause 12.4 below, the Company shall have the right to require the Bidders to extend the validity of their Bids and the validity of the Tender Bond for additional period/s, for a period to be determined by the Company. If any Bidder refuses to do so, then the instructions mentioned in Clause 12.4 below shall apply.
- 5.6 Without derogating from the above, if the Company postpones the execution of the Project due to not having the budget approval from the MOT, the Winning Bidder is obligated, if the Company will so require, to extend its Tender Bond without any payment whatsoever from the Company, provided that the maximum extension period/s will be six (6) months from the extend validity date of the Tender Bond. The Winning Bidder hereby declares and undertakes that it will not have any argument, demand and/or claim of any kind against the Company and/or the MOT and/or anyone on their behalf in any matter relating to the extension of the Tender Bond, even if the Tender will be cancelled eventually. If the Winning Bidder will refuse to extend its Tender Bond as said above, the Company will have the right to realize the Tender Bond, all or in part.
- 5.7 Upon notification of the Winning Bidder about the award of the Project, the Winning Bidder shall immediately extend the Tender Bond until the Contract is signed by the Company and the Winning Bidder and the Project Performance Guarantee (as defined in the Agreement) has been furnished to the Company.
- 5.8 The Tender Bond shall be returned to the Bidder as follows:
 - 5.8.1 The Winning Bidder's Tender Bond shall be returned to the Winning Bidder upon the furnishing of the Project Performance Guarantee and upon the compliance of the Winning Bidder with the all conditions stipulated in the Tender Conditions and the Tender Documents.
 - 5.8.2 The Tender Bond of the Bidder that will be in the second place shall be returned to it when the Winning Bidder's Tender Bond shall be returned to the Winning Bidder.
 - 5.8.3 All other Bidder's Tender Bonds shall be returned to the Bidders after the Company's notification about the Tender results.
- 5.9 It is hereby clarified that the Tender Committee will have the right (but not the obligation), at its sole discretion, to receive a Bid and not reject it even if there is a fault in the Tender Bond, if the Tender Committee will be convinced that such fault was made due to an honest mistake and that the fault is not giving any unfair advantage to the relevant Bidder or harming the principle of equality among Bidders.
- 5.10 The Tender Bond will serve as a security for the fulfillment of all obligations of the Bidder under the Tender Documents including the signing of the Agreement by the Bidder if selected as the Winning Bidder. Misrepresentations by the Bidder and/or failure to fulfill the Bidder's

obligations, including, without limitation, failure on the part of the Winning Bidder to sign the Agreement or any other document which the Bidder is obliged to sign and/or provide according to the terms of the Tender Documents and/or the terms of the Agreement, will result in the forfeiture of the Tender Bond and will entitle the Company, at its sole discretion, in case a Winning Bidder has been selected, to award the winning Bid and the Agreement to the Bidder that arrived in the second place in accordance with Clause 21 below.

- 5.11 The Tender Bond shall also be subject to forfeiture in the event that any information and/or representations provided by a Bidder during the Tender Process shall appear to be false or inaccurate.
- 5.12 A Tender Bond issued by an insurance company must be signed by the insurance company itself and not by an agent.

6. THE TENDER DOCUMENTS

6.1 The Tender Documents shall comprise the following:

6.1.1 **VOLUME A** (this volume) - the Tender conditions and instructions, with the following appendixes:

- 6.1.1.1 Appendix 1 – Information about the Bidder;
- 6.1.1.2 Appendix 2 - Proposal Form;
- 6.1.1.3 Appendix 3 - Bidder's Representation;
- 6.1.1.4 Appendix 4 - Tender Bond;
- 6.1.1.5 Appendix 5 - Attorney's approval;
- 6.1.1.6 Appendix 6 – Affidavit according to the Public Entities Transactions Law, 1976 (in Hebrew);
- 6.1.1.7 Appendix 7 - Bidder's statement;
- 6.1.1.8 Appendix 8 - Certificate by the Bidder's auditor;
- 6.1.1.9 Appendix 9 - Certificate by the Bidder's auditor/attorney;
- 6.1.1.10 Appendix 10 – Affidavit to demonstrate compliance with the requirements of Clause 3.2.1;
- 6.1.1.11 Appendix 11 – Affidavit to demonstrate compliance with the requirements of Clause 3.2.2;
- 6.1.1.12 Appendix 12 – Affidavit to demonstrate compliance with the requirements of Clause 3.2.3;
- 6.1.1.13 Appendix 13 - Affidavit to demonstrate compliance with the requirements of Clause 3.2.4;
- 6.1.1.14 Appendix 14 - Irrevocable Power of Attorney;
- 6.1.1.15 Appendix 15 - Software Evaluation Document;
- 6.1.1.16 Appendix 16 - Central TSCS Characteristics, Quality Evaluation Stage C;

- 6.1.1.17 Appendix 17 - The list of quantities that the Company will use to calculate the total price for Segment 3 to compare between the Bids;
- 6.1.1.18 Appendix 18 – List of primary advisors;
- 6.1.1.19 Appendix 19 - Industrial Cooperation Undertaking;
- 6.1.1.20 Appendix 20 - Ayalon Highway Map and List of Interchanges.

6.1.2 **VOLUME B** - The Agreement with all of its Exhibits.

6.1.3 **VOLUME C** – Volume C includes the following documents:

Specification and external documents that are not attached (all in the latest version)	<p>(1) המפרט הכללי לעבודות הבניה של הועדה הבין-משרדית (האוגדן הכחול), בפרקים השונים, במהדורה המעודכנת ביותר כולל אופני מדידה ותכולת המחירים המצורפים לפרקים אלו;</p> <p>(2) הגדרת סטנדרטים לשתלי גנות ונוי בהוצאת משרד החקלאות;</p> <p>(3) חוברת רשימת צמחי נוי בהוצאת משרד החקלאות;</p> <p>(4) מדריך הצבת תמרורים ואמצעי איתות להבטחת אתרי עבודה בדרכים בינעירוניות בהוצאת מע"צ ומשרד התחבורה;</p> <p>(5) הנחיות להגנת עוברי דרך באתרי עבודה בדרכים עירוניות – בהוצאת משרד התחבורה;</p> <p>(6) התקני תנועה, בטיחות ורמזורים מאושרים להצבה בדרך, משרד התחבורה;</p> <p>(7) נוהל מספר 08.02.30 מסירת פרויקט של החברה הלאומית לדרכים;</p> <p>(8) תקנים ומפרטים המצוינים ב-SOW.</p>
C	SOW (includes 4 separate booklets)
C1-1	Chapter 00 of the SOW
C1-2	<p>SOW & Requirement SPEC.</p> <p>Annex A: Construction of Ayalon Gantries</p> <p>Annex B: Gantry Functional Requirements</p> <p>Annex C: Infrastructure</p> <p>Annex D: Implementing TC Strategies - Examples</p> <p>Annex E: LCS Operation Policy</p> <p>Annex F: AHCO VMS Operation Policy</p> <p>Annex G: Event Management Module (Emm)</p> <p>Annex H: Test Plan- Proof of Performance for Non Inductive Loop Traffic Detector Technologies</p> <p>Annex I: Inductive Loops Specification</p> <p>Annex I-1: Loops Detectors Installation – Schematic</p> <p>Annex I-2: Inductive Loops Specification</p>

	Annex J: Ayalon South - Traffic Control Element Table Annex K: List of Infrastructure and Electrical Initial Plans for Ayalon South
C2	ANNEX L: SOP + MOM
C3	ANNEX M: דרישות למערכת ניהול בטיחות של הקבלנים ANNEX N: דרישות עבור צוות אבטחה

6.2 The Tender Documents are and remain the sole property of the Company and shall not be copied, reproduced, saved or used in any manner or for any purpose other than preparing and submitting the Tender Proposal.

6.3 The Tender Documents and all copies and reproductions thereof shall be returned to the Company's offices, no later than the Proposal Submission Closing Date, irrespective of whether the Bidder has submitted a Bid or not.

6.4 Purchase of the Tender Documents

The Tender Documents may be purchased for NIS 12,000, at the Company's offices, situated on Al Parashat Drachim St. on the corner of Namir Road, Tel Aviv (near the Central Train Station), at regular business hours.

7. BIDDERS CONFERENCE

7.1 It is the intention of the Company to invite all Bidders to a conference. The purpose of such conference is to give to the Bidder general information and background about the Project and the Tender and to answer any questions that the Bidders might have.

7.2 Oral answers or clarifications that may be given during the conference will not constitute a commitment, and the Company will only be bound by an addendum which may be issued by the Company in accordance with Clause 8.3 or 9.2 below and Bidders should not rely upon any oral answers, clarifications or representations provided by the Company or by others during the conference.

7.3 The conference will be held on October 28, 2015 at 11:00 at the Company's offices. Bidders are kindly requested to arrive on time.

7.4 **Participation in the conference is mandatory.** The Company will be entitled to reject any Bid if the Bidder (and in a case of JV Bidder – the member of the Joint Venture that is in compliance with the pre-qualification requirements set forth in Clauses 3.2.1 and 3.2.2 above) did not participate in the conference.

7.5 The Company, in its sole discretion, is entitled to initiate an additional conference if it finds it necessary.

8. REQUESTS FOR CLARIFICATION OF TENDER DOCUMENTS

8.1 Bidders may ask questions and request clarifications or interpretations to Tender Documents. All questions and requests for clarifications or interpretations regarding the Tender must be submitted in writing by

fax or Email, to **Mr. Roie Ohayon, Israel, Tel: +972-53-7292454, fax: +972-3-6931241, Email: roie@rangecom.co.il or LevK@ayalonhw.co.il**, no later than the November 29, 2015 at 12:00 pm (local Israeli time) . A Bidder that submitted a question or a request for clarification or interpretations shall confirm with Mr. Roie Ohayon that its submission has been received by Mr. Roie Ohayon.

- 8.2 No responses will be made to questions that are not submitted in writing.
- 8.3 Although the Company has no obligation to clarify or interpret the Tender Documents, the Company may issue to all Bidders an addendum for purposes of clarification or interpretation in response to such questions or requests. The identity of the Bidder that submitted the question shall not be disclosed. Bidders shall acknowledge receipt of any such addendum in the manner set forth in Clause 9.4 below.
- 8.4 The Company shall not be bound by, and Bidders shall not rely on, any oral interpretation or clarification to the Tender Documents.
- 8.5 In the event that the Company did not answer a question, the Company will be deemed to have rejected the Bidder's request.

9. CLARIFICATIONS AND MODIFICATIONS

- 9.1 Without derogating from Clause 8 above, the Company reserves the right to revise, clarify, amend, modify, or change in any way the Tender Documents or any part thereof, including but not limited to any instruction, requirement, specification, evaluation criteria or date contained therein, until the Final Bid Submittal Date.
- 9.2 Such revisions, if any, shall be announced by written addenda to the Tender Documents. Copies of such addenda shall be furnished to all Bidders. Any addenda issued by the Tender Committee will form an integral part of the Tender Documents. The addenda and the information contained in such addenda shall constitute as an inseparable part of the Tender Documents and replace or take precedence over any corresponding contradictory information included in the original Tender Documents.
- 9.3 The dates set for the submission of Bids may be postponed by such number of days as shall be necessary in the opinion of the Company, to enable the Bidders to revise their Bids as a result of any addendum issued. The announcement of such new date, if any, will be either included in the addendum or provided to Bidders in a separate notice.
- 9.4 Bidders shall acknowledge the receipt of all addenda to the Tender Documents no later than (2) two days as of the receipt of such addenda and shall attach all signed addenda to their Bids.

10. ALTERATIONS

- 10.1 The Bidder is not permitted to alter the Tender Documents or any part thereof, other than the completion of those parts that are designated to be completed by the Bidder.
- 10.2 In the event of any alterations of the Tender Documents by any means, including additions or erasing or by any other means, made by a Bidder,

irrespective of whether such alterations are inserted into the Tender Documents, contained in a separate document, or conveyed in any other manner whatsoever, the Company may at its sole and absolute discretion, require the Bidder to abandon such alterations or even reject such Bid.

- 10.3 In the event that the Company has opted to require the abandonment of the Bidder's alterations and the Bidder refuses to comply with the Company's demand, the Company may reject the Bid of such Bidder.

11. PRICE PROPOSAL

- 11.1 As mentioned above, the scope of the Works included in the Project is divided into four Segments. Bidders are asked to provide a price proposal for each one of the four segments.

- 11.2 Bidders shall fill out the Schedule Of Prices for each segment and quote a price for each item in the Schedule Of Prices, all in accordance with the following instructions and the instructions set forth in the Schedule Of Prices:

- 11.2.1 Segments 1 and 2 - Bidders shall complete the Schedule Of Prices for each of the said segments and quote a price for each item in the Schedule Of Prices. Prices for the same items in both of the Schedule Of Prices for Segments 1 and 2 must be identical. After completing all prices, Bidder shall tabulate all prices and indicate the total price for each of the segments in the Schedule Of Prices.

If a miscalculation has occurred, and the total price for an item and/or for all the segment/s as mentioned by the Bidder in the Schedule Of Prices is incorrect, then the prices proposed by the Bidder for any individual (1) item shall prevail, and the total price for the item and/or the segment shall be recalculated by the Company.

Furthermore, in the event that a Bidder did not offer the identical price for the same items in the Schedule Of Prices for both Segments 1 and 2, then the price for such item will be the lower price of the two, the higher price will be corrected by the Company and the Company will recalculate the Bid.

- 11.2.2 Segment 3 - Bidders shall complete the Schedule Of Prices for this segment, quote a price for each item in the Schedule Of Prices. In the event that the Schedule Of Prices for this segment includes an item included in the Schedule Of Prices for Segments 1 and/or 2, then the prices for such an item will be identical to the prices for the same item in the Schedule Of Prices for Segments 1 and/or 2.

In the event that a Bidder did not offer the identical price for the same item as mentioned above, then the price for such an item will be the lower price of the two, the higher price will be corrected by the Company and the Company will recalculate the Bid.

The Schedule Of Prices for this segment includes a quantity of one (1) for every unit. Bidder shall not tabulate the prices proposed by it.

To compare between the Bids, and without any obligation from the Company in respect of the actual quantities that the Company will order

from the Contractor, if any, the Company will calculate the total price for this segment in accordance with the quantities set forth in Appendix 17.

- 11.2.3 Segment 4 – Support Services - As the full and final consideration for the Support Services (to the extent Company elects to receive such services, if any), the Company shall pay Contractor a yearly fee in an amount equal to a certain percentage (as proposed by the Bidder in its Bid) of the applicable consideration paid under the Agreement in connection with the items for which Support Services are selected by Company at its discretion.

Bidders shall complete the Schedule Of Prices for this segment by including the percentage requested.

Bidders shall not be permitted to offer a percentage which is higher than 12% or lower than 5%. **A Bid that includes a proposed percentage higher than 12% or lower than 5% will be disqualified.**

- 11.3 All prices quoted in the Schedule Of Prices shall be in New Israel Shekels (NIS), and shall not include Value Added Tax (VAT).
- 11.4 All Prices quoted in the Schedule Of Prices will be linked to the exchange rate, as defined in the Agreement.
- 11.5 As set forth in Clause 19 below, **Bidders are required to submit all documents that include the price proposal in a separate sealed envelope.**
- 11.6 The price proposal shall be evaluated in accordance with Clause 16 below.

12. THE SUBMISSION OF THE BID

- 12.1 The Bids shall be submitted in an envelope that contains two (2) additional separate envelopes, as follows:

12.1.1 Envelope No. 1

The Bidders shall submit all parts of their Bids, including all the documents and/or approvals required in Clauses 2, 4 and 5 above, except for the documents containing the price proposal, in envelope No. 1.

The contents of envelope No. 1 shall be submitted as follows:

- **One** (1) original hardcopy (marked "ORIGINAL");
- **Three** (3) copies in hardcopy (marked "COPY");
- **Two** (2) CDs with the same content in PDF format.

In the event of any discrepancy between the original and the copies and/or the PDF format, the original hardcopy shall prevail.

As mentioned above, the Bidders are required not to submit any document that contains the price proposal in envelope No. 1. Bidders are kindly asked to make sure that the two CDs with the PDF format do not contain any such documents.

12.1.2 Envelope No. 2 – the price proposal

Bidder shall submit all of the price proposal's documents, including the Bills of Quantities completed by it, in envelope No. 2.

The contents of envelope No. 2 shall be submitted as follows:

- **One** (1) original hardcopy (marked "ORIGINAL");
- **Three** (3) copies in hardcopy (marked "COPY").

In the event of any discrepancy between the original and the copies, the original hardcopy shall prevail.

Bidder shall indicate on envelope No. 2 "PRICE PROPOSAL".

12.1.3 The two sealed envelopes (envelope No. 1 and envelope No. 2) shall be put in a third envelope. On this envelope the Bidder shall write "Tender No. 17/15 for the Acquisition, Installation and Integration of Traffic Surveillance and Control System"

12.2 Confidentiality

12.2.1 Subject to the provisions of this Section 19.2, confidential information contained in the Bid and the Tender Documents, including patented and unpatented inventions, trade secrets, know-how, techniques, specifications, and drawings, shall be treated by the Company as strictly confidential and shall not be disclosed by the Company to any third party, provided that every page of the Bid and/or document included therein or part thereof, containing such confidential information shall be clearly identified as confidential by the Bidder, by labeling the said page or document with the words "CONFIDENTIAL" well visible at the top, bottom or across the page. Notwithstanding the foregoing, the mere labeling of the said pages and/or documents as aforesaid does not make such information contained thereon confidential. The determination that any documents and information contain confidential information shall be determined only at the Company's sole and absolute discretion.

12.2.2 Notwithstanding the above, the Company shall be entitled and/or obligated to disclose such confidential information:

12.2.2.1 To its employees, experts, professional advisers and consultants, for the purpose of and to the extent necessary for the evaluation of the Bid;

12.2.2.2 To governmental authorities for the purposes of obtaining or maintaining any permits, authorizations, licenses or other approvals required for the Project;

12.2.2.3 If and to the extent required by an order of any court or by law. In this regard, the Bidders are advised that according to Israeli law every Bidder is entitled to peruse the decision, including the reasons, of the Tender Committee on the award of the Project as well as the Bid of the Winning Bidder, save for any parts thereof that have been determined by the Company and/or the court as constituting trade or professional secrets.

12.3 Final Bid Submittal Date

- 12.3.1 The Bids and the Tender Documents are to be delivered to the Tender Box at the Company's offices by hand delivery only and no later than 12:00 local Israeli time on **December 20, 2015**.
 - 12.3.2 A Bid that will not be in the Tender Box on the Final Bid Submittal Date and/or submitted after the Final Bid Submittal Date will be rejected.
 - 12.3.3 The Company may, at its sole and absolute discretion, extend the time for the submission of the Bids, should it determine to be appropriate. The Company shall notify the Bidders thereof in writing.
- 12.4 Validity of the Bid
- 12.4.1 The Bids shall be valid for a period of 270 days from the Final Bid Submittal Date (the "Validity Period").
 - 12.4.2 The Validity Period of each Bid may be extended as follows (the "Extended Period"):
 - 12.4.2.1 If the Company will require the Bidders to extend the Validity Period of their Bids for an additional time period of maximum 90 days, the Bidder will be obligated to do so and also to extend the Validity of the Tender Bond. If Bidder will refuse such demand then such Bidder shall be considered as a Bidder that forfeited its Bid and the Company will be entitled to forfeiture of the Tender Bond, all or in part.
 - 12.4.2.2 If the Company will require the Bidders to extend the Validity Period of their Bids beyond the maximum period set forth in Clause 12.4.2.1 above, then such extension will be subject to the consent of the Bidder. If Bidder will refuse such demand then such Bidder shall be considered as a Bidder that does not want to take part in the Tender, its Bid will be disqualified and the Tender Bond submitted by it will be returned to it. The Company will be entitled to proceed with the Tender process and to announce another Bidder that gave its consent to the extension as the Winning Bidder even if the Bid submitted by the Bidder that refused the extension was superior .
 - 12.4.2.3 Once the Company has notified the Winning Bidder of the award of the Project within the Validity Period or within the Extended Period, the Winning Bidder's Bid shall remain valid until the Agreement has been signed by the Winning Bidder and the Company.

13. EVALUATION OF THE BIDS – GENERAL

- 13.1 The Bids will be evaluated by the Company which is entitled to use external experts, professional advisers and consultants for the evaluation of the Bids.
- 13.2 The Bids will be evaluated according to the following stages:
 - Stage A** In the first stage, the Company will examine if the Bidder

Pre-Qualification Requirements

and the Bid are in compliance with the Pre-Qualification Requirements set forth in this Tender. Only Bids that comply with the Pre-Qualification Requirements will advance further to the next stage. In this stage the Company will not open envelope No. 2 (the price proposal).

Stage B

Quality evaluation

In the second stage, the Company will examine and evaluate the quality of the Bidders and the Bids that were advanced to this stage. The evaluation will be conducted according to Clause 14 below.

The evaluation at this stage will be based only on the Bid's documents and the Company will not conduct actual tests or examine the offered system included in the Bid.

Bids whose total weighted quality score according to Clause 14 below will be lower than 70 out of 100 and/or that will not achieve at least the score of 60 out of 100 for any one of the criteria set forth in Clauses 14.5.1 – 14.5.3 below (the "**First Minimum Quality Grade**") will be disqualified and not advance to the next stage.

At this stage, the Company will not open envelope No. 2 (the price proposal).

At the end of this stage, and subject to achieving the First Minimum Quality Grade, the top three (3) Bids that received the highest scores will advance to the next stage. In the event that the highest scores shall include two or more Bids that received the same score, all such Bids will advance to the next stage.

Stage C

Evaluation of the Central Software

In the third stage, the Company will examine and evaluate the Central Software offered by the three Bidders that advanced to this stage. The evaluation will be conducted according to Clause 15 below.

In this stage, the Company will not open envelope No. 2 (the price proposal).

Bids whose total weighted quality score according to Clause 15 below will be lower than 70 out of 100 (the "**Second Minimum Quality Grade**") will be disqualified and not advance to the next stage. In the event that one of the three Bids in this stage will not achieve the Second Minimum Quality Grade and will be disqualified, then the Bid that was in the fourth place in the previous stage (or, if relevant, the fifth and so on), and subject that such Bid had achieved the First Minimum Quality Grade, will advance further to this stage instead of the Bid that was disqualified, as aforesaid, and will be evaluated according to this stage.

The quality score granted by the Company to the Bids in

this stage will be used as the quality factor (Q) in weighting of the Bids.

Stage D
Evaluation of the
price proposal

In the fourth stage, the Company will examine and evaluate the price proposal offered by the Bidders that advanced to this stage. The evaluation will be conducted according to Clause 16 below. The price's score granted by the Company to the Bids in this stage will be used as the price factor (P) in the weighting of the Bids.

Stage E
Weighting of the
Bids

In the fifth stage, the Bids whose price proposals were evaluated in the previous stage will be weighted. The weight of the quality factor (Q) will be 40% and the weight of the price factor will be 60% of the total score of the Bid. The Bid that will achieve the highest total score (M) will be announced as the winning one and the Bidder will be announced as the Winning Bidder.

- 13.3 Without in any way limiting the Company's rights under Law or under any provision of the Tender Documents, the Company may, in its sole and absolute discretion, determine not to accept the lowest Price Proposal, reject any or all Bids, not accept the Bid awarded the highest score and/or not accept any or all of the Bids.
- 13.4 Without derogating from the Company's rights to consider any other criteria deemed relevant, the Company reserves the right, at its sole and absolute discretion, to consider in the evaluation of the Bids the ability and experience of the Bidder or the member of the JV Bidder, in executing similar projects, the financial and organizational structure and capabilities of the Bidder or the members of the JV Bidder, previous works executed for the Company and/or for any other public bodies.
- 13.5 Furthermore, and without derogating from the Company's rights, the Company reserves the right, at its sole and absolute discretion, to reject any Bid, even if such Bid has achieved the highest total score, due to any negative experience between the Company and/or any other public bodies and between the Bidder and/or the member/s of the JV Bidder and/or any one that controls the Bidder or the member/s of the JV and/or any one acting in their behalf.
- 13.6 Without derogating from the Company's rights, the Company reserves the right, at its sole and absolute discretion, to reject any Bid that is not complete and/or clear and/or was not submitted in complete accordance with and pursuant to the Tender's instructions.
- 13.7 The Company reserves the right, at any time and at its sole and absolute discretion, to cancel or postpone the Tender.
- 13.8 Clarifications to the Company
 - 13.8.1 The Company shall have the right, during any stage of the Tender Process, to verify any or all information represented in any of the Bids, including, without limitation, financial and professional capabilities, and to request any clarifications to such information, from the Bidder and/or from any other third party, and Bidders and/or third parties may be

requested to supply clarifications and/or additional information and/or documents to the Company. For that purpose, the Company may request clarifications and/or additional information and documents (including information or documents required for compliance with the Pre-Qualification Requirements) from any of the Bidders and/or any third party and in addition, the Company may require any of the Bidders to modify, amend, correct, withdraw and/or delete any part of their Bid. The Company may exercise its rights under this clause any number of times during any stage of the review and evaluation of the Bids and with respect to any or all of the Bids.

- 13.8.2 Bidders shall comply with the Company's requests under Clause 13.8.1 above within the time frames determined by the Company in its relevant request, and Company's request together with the Bidders' reply will form an integral part of their Bid.
- 13.9 The Company reserves the right, at its sole and absolute discretion, to condone the noncompliance with a demand or conditions of the Tender if such noncompliance is not material and does not impair the equality principle between Bidders.
- 13.10 The Company reserves the right, at its sole and absolute discretion, to engage in negotiation with the Bidders that advanced to stage C, all in accordance with the Tenders Law.

14. QUALITY CRITERIA – STAGE B

- 14.1 The total weighted quality score that will be awarded to any of the Bids at this stage will be obtained by adding all the weighted scores for each of the criteria listed below.
- 14.2 As mentioned above, Bids that their total weighted quality score according to this Clause will be lower than 70 out of 100 and/or that will not achieve at least the score 60 out of 100 for any one of the criteria set forth in Clauses 14.5.1 – 14.5.4 below (the "**First Minimum Quality Grade**") will be disqualified and not advance to the next stage – stage C.
- 14.3 The quality score awarded in this stage will be awarded to select the Bids that will advance to the next stage and for this purpose only. The quality score awarded in this stage will not be taken into account in the weighting of the Bids in the fifth stage of evaluation (stage E) and only the score obtained by the Bidder in stage C will be used as the quality factor (Q) in the fifth stage of evaluation.
- 14.4 The score for any of the criteria set hereunder shall be a score between 0 – 100 points, when the weighted score for any criterion will be the result of the said awarded score multiplied with the weight of any criterion, as detailed below.
- 14.5 The criteria for the evaluation will be as follow:
 - 14.5.1 The Bidder's (and for a JV Bidder – the member that is in compliance with the Pre-Qualification Requirements under Clause 3.2.1 above) experience in executing projects that include the design, installation and Integration of a TMS System

14.5.1.1 In examining the experience according to this criterion the Company will examine, inter alia, the scope and nature of the projects designed and executed by the Bidder, including if the projects were executed on highways and/or in tunnels; the components, including Field Equipment, that were installed; whether there was an integration between the components / Field Equipment that were installed and between one central system; the extent of the development in each of the projects and the Bidder's capabilities in the of R&D in general; the cost and complexity of the projects; whether the execution of the projects has been completed, and when, and whether the projects were already transferred to the customer for its operation; and the similarity between the projects executed by the Bidder and the Project.

14.5.1.2 The weight of this criterion shall be 20%.

14.5.2 The Bidder's (and for a JV Bidder – the Israeli member that is in compliance with the Pre-Qualification Requirements under Clause 3.2.3 and 3.2.4 above) experience in installation and provision of maintenance services for the items A to H listed in the definition of "TMS System" on busy roads with ongoing traffic

14.5.2.1 In examining the experience according to this criterion, the Company will examine, inter alia, the scope and nature of the works performed by the Bidder, the cost and complexity of the works, the quantities and variety of the items that were installed by the Bidder and/or that the Bidder has provided maintenance services for them, the similarity between the works performed by the Bidder and the Works under the Agreement.

14.5.2.2 The weight of this criterion shall be 10%.

14.5.3 The quality of the proposed Central Software

14.5.3.1 In examining the quality of the proposed Central Software, the Company will examine the Bidder's response to the Software Evaluation Document, attached hereto as Appendix 15 ("Software Evaluation Document").

14.5.3.2 The proposed Central Software must be based on an existing and operating Central Software that had already been installed by the Bidder for at least one (1) client ("Off the Shelf Software"). Only existing developments, that have been installed and that are actually working as an integral part of the Off the Shelf Software on the Final Bid Submittal Date, will be considered as existing developments for the purpose of examining the quality of the proposed Central Software. Any other development which is not an integral part of the Off the Shelf Software, even if its development is complete and/or if it is working as part of a demo made by the Bidder and/or as part of

another software which is not the Off the Shelf Software, will not be considered as existing developments for the purpose of examining the quality of the proposed Central Software.

14.5.3.3 In accordance with Clause 14.5.3.2 above, Bidder shall complete the Software Evaluation Document according to the instructions set forth in the said document, and inter alia, shall describe in the Software Evaluation Document which of the following three statuses best describes the requirement set in the relevant clause:

- a. Completed in Off the Shelf Software - The requirements set forth in the relevant Clause in the Software Evaluation Document, under the header "specific system requirements", are fully completed and are currently operating in the Off the Shelf Software with no further development or integration being required.
- b. Completed in other software - The requirements set forth in the relevant Clause in the Software Evaluation Document, under the header "specific system requirements" are all completed but not in the Off the Shelf Software. The requirements are either:
 - I. Completed and operated in modules of other systems owned by the Bidder which can be presented to AHCo. The Bidder intends to integrate these modules as part of the proposed system.
 - II. Development of the requirements is completed but is operating only in a demo which can be presented to AHCo. The Bidder intends to integrate this development into the proposed system.
- c. To be Developed – The requirements set forth in the relevant Clause in the Software Evaluation Document, under the header "specific system requirements", are not currently completed. The Bidder intends to develop the system to meet these requirements.

The Bidder shall state which of the three categories above best describe the "specific system requirements", as appear in Appendix 15.

14.5.3.4 The Company shall examine the Bidder's response in relation to the requirements set forth in the software characterization set forth in the SOW.

14.5.3.5 The maximum score for any one of the clauses set forth in the Software Evaluation Document may be the score set forth adjacent to the clause. Where, in the Company's sole and absolute discretion, the Bidder's response is in compliance with all of the requirements set forth in the SOW and the requirements are fully completed and are

currently operating actively in the Off the Shelf Software, the Bidder may obtain the maximum score for this clause. In the event that the answer to any of the clauses will be "Completed in other software" then the maximum score for such clause shall be 80% of the maximum score set forth adjacent to the clause. In the event that the requirements in one of the clauses are not currently completed and further development is required by the Bidder for the proposed software to meet these requirements, then the score for such clause shall be 0.

14.5.3.6 The maximum total score according to the Software Evaluation Document is 2000 points (the sum of all scores mentioned in the various clauses). A Bidder that will obtain the maximum total score as aforesaid will obtain the score 100 for this criterion. A Bidder that will obtain a part of the said maximum total score will obtain a score for this criterion calculated pursuant to a formula, as follows:

$$\frac{\text{Score actually awarded to the Bidder}}{2000} \times 100 = \text{The score for this criterion}$$

14.5.3.7 The weight of this criterion shall be 60%.

14.5.4 General impression of the Bidder and the Bid

14.5.4.1 The general impression of the Company from all parts of the Bid (excluding the price proposal) including the manner in which the Bid was submitted, the manner in which the proposed system was presented in the Bid, the Bidder's approach to the challenges in the Project, et cetera.

14.5.4.2 The weight of this criterion shall be 10%.

14.6 Numerical example

14.6.1 Assuming that the scores awarded to a Bidder were as follows: for the first criterion (Clause 14.5.1) the Bidder received a score of 90 out of 100; for the second criterion (Clause 14.5.2) the Bidder received the score of 80 out of 100; for the third criterion (Clause 14.5.3) the Bidder received the score of 87.5 out of 100 (in this criterion the Bidder received 1750 points out of 2000 points); and for the fourth criterion (Clause 14.5.4) the Bidder received the score of 90 out of 100.

14.6.2 Accordingly, the quality score awarded for this stage will be as follows:

$$90 \times 0.2 + 80 \times 0.1 + 87.5 \times 0.6 + 90 \times 0.1 = 87.5$$

15. QUALITY CRITERIA – STAGE C

- 15.1 As mentioned above, the top three (3) Bids that received the highest scores in stage B (subject to the First Minimum Quality Grade) will progress to this stage.
- 15.2 Bids whose total weighted quality score in this stage are lower than 70 out of 100 will be disqualified and will not proceed to the next stage.
- 15.3 In this stage, the Company will perform an actual examination of the proposed Central Software. The intention of the Company is to examine only the Off the Shelf Software included in the proposed Central Software (even if the Central Software includes more developments) and only on one site. Any other development of the Bidder that consists of a part of the proposed Central Software but not an integral part of the Off the Shelf Software, even if its development is complete and/or if it is operating as part of a demo made by the Bidder and/or as part of another software which is not the Off the Shelf Software, will not be examined in this stage unless the Bidder has completed the development for the integration to incorporate the said development as an integral part of the Off the Shelf Software to enable the Company to examine it as an integral part of the Off the Shelf Software.
- 15.4 The score for this stage will be in accordance with the criteria set forth in the test document, attached hereto as Appendix 16.
- 15.5 In the event that the results of the tests conducted during this stage will indicate that, in relation to a specific clause in the test document, any of the developments which were presented by the Bidder as complying with the clause is not an integral part of the Off the Shelf Software, then the score for such clause will ignore such development and the score will be awarded based only on the developments that are an integral part of the Off the Shelf Software. However, the Bidder will be permitted to present to the Company (for example through a remote connection with another system) the developments that are not an integral part of the Off the Shelf Software, for the purpose of obtaining a higher score in the general impression clause set forth in the test document.
- 15.6 In the event that one of the three Bids in this stage fails to achieve the Second Minimum Quality Grade and will be disqualified, then the Bid that was in the fourth place in the previous stage (or, if relevant, the fifth and so on), provided that such Bid achieved the First Minimum Quality Grade, will progress to this stage instead of the Bid that was disqualified and will be evaluated according to this stage.
- 15.7 The quality score granted by the Company to the Bids in this stage will be used as the quality factor (Q) in the weighting of the Bids.

16. THE EVALUATION OF THE PRICE PROPOSAL – STAGE D

16.1 The total price proposal offered by the Bidder will be the sum of the following components:

16.1.1 The total price of Segments 1 and 2 according to the Bidder's price proposal;

16.1.2 The total price of Segment 3 according to the Bidder's price proposal, multiplied by 0.6; as mentioned in clause 11.2.2 above, to compare between the Bids, and without any obligation by the Company in respect of the actual quantities that the Company will order from the Contractor, if any, the Company will calculate the total price for this segment in accordance with the quantities set forth in Appendix 17.

16.1.3 The total cost of the Support Services (Segment 4) for a period of ten (10) years. The total cost of the said Support Services will be calculated as follow:

$$\left(\begin{array}{l} \text{The total} \\ \text{price of} \\ \text{Segments} \\ \text{1 and 2} \end{array} + \begin{array}{l} \text{The total} \\ \text{price of} \\ \text{Segment 3} \\ \text{multiplied} \\ \text{by 0.6} \end{array} \right) \times \begin{array}{l} \text{The} \\ \text{percentage} \\ \text{offered by} \\ \text{Bidder in} \\ \text{Segment 4} \end{array} \times 10 = \begin{array}{l} \text{Total} \\ \text{consideration} \\ \text{for the} \\ \text{Support} \\ \text{Services} \end{array}$$

16.2 The lowest total price proposal will get the maximum score (100) and all the other price proposals will get a relative score according the following formula:

$$\text{The lowest price proposal} / \text{the examined price proposal} \times 100 = \mathbf{P}$$

16.3 Numerical example

	Total cost of Segment 1	Total cost of Segment 2	Total cost of Segment 3		Total cost of Segment 4 for ten years		Total price proposal
			Full	Multiplied by 0.6	The offered percentage	Total for 10 years	
Bidder 1	10,000,000	3,000,000	3,000,000	1,800,000	6%	8,880,000	23,680,000
Bidder 2	12,000,000	2,000,000	2,500,000	1,500,000	5%	7,750,000	23,250,000

Accordingly, Bidder 2 will receive the maximum score (100) and Bidder 1 will get 98.18 points.

17. WEIGHTING OF THE BIDS – STAGE E

17.1 In this final stage, the Bids whose price proposals were evaluated in the previous stage, will be weighted. The weight of the quality factor (Q) will be 40% and the weight of the price factor will be 60% of the total score of the Bid. The Bid that achieves the highest total score (M) will be declared the winning Bid and the Bidder will be declared the Winning Bidder.

$$\mathbf{M = Q \times 0.4 + P \times 0.6}$$

18. NOTIFICATION OF THE AWARD OF THE PROJECT

18.1 Once the Tender Committee of the Company has completed the evaluation of the Bids and reached a decision, the Company shall notify the Winning Bidder and the other Bidders in writing of the award of the Project to the Winning Bidder.

19. CONFLICT OF INTERESTS

The Company hereby brings the following provisions to the attention of all Bidders:

19.1 A Bidder or anyone acting on its behalf, who may have a conflict of interest with the Project and/or Work and/or may have a conflict of interest between itself and the Company and/or the MOT – may not participate in this Tender, unless the Company has approved such participation in writing and subject to any conditions the Company may impose on the Bidder, at its sole discretion.

19.2 The Contractor, on its behalf on behalf of all of its third parties who are related to the execution of the Project, and on behalf of its and their employees, hereby undertakes to avoid, during the entire Project period and until its final approval, any conflict of interests in connection with the Project.

20. PRECONDITIONS TO THE COMPANY'S ENGAGEMENT WITH THE WINNING BIDDER

The Company will engage with the Winning Bidder and sign the Agreement subject to the compliance of the Winning Bidder with all of the preconditions set forth hereunder:

20.1 Within 14 days after receiving the Company's notification regarding the award of the Project to the Winning Bidder, the Winning Bidder shall provide to the Company for its approval the following documents:

20.1.1 Project Performance Guarantee

The Project Performance Guarantee, as defined in the Agreement.

20.1.2 Project Insurance Guarantee

Insurance Certificate, as defined in the Agreement, signed by the Winning Bidder insurers.

20.1.3 Signed Agreements

4 originally signed copies of the Agreement.

20.2 Within 28 days after receiving the Company's notification regarding the award of the Project to the Winning Bidder, the Winning Bidder shall provide to the Company for its approval the following documents and/or details:

20.2.1 The identity of the Escrow Agent as defined in the Agreement.

20.2.2 The Project Management Plan (PMP).

20.2.3 Contractor organization diagram including details of staff and resources allocated for the Project. Without derogating from the generality of the above, the Winning Bidder shall provide to the Company for its approval the identity of the following three Officials who will act on behalf of the Winning Bidder in the Project, together with details about them, as follows:

(A) Project Manager

The Project Manager must have at least 10 years of experience in the field of Traffic Surveillance and Control System. In addition the Project Manager has managed in the past similar projects that their execution was finished, in the earliest, in 2003, and the cost of one of the said projects was at least 20,000,000 NIS.

(B) Hardware Engineer

An engineer in one or more of the following professions: electricity, electronics and systems with at least seven years of experience in the field of Traffic Surveillance and Control System.

In addition, the Hardware Engineer shall have executed similar projects that were completed, at the earliest, in 2003.

The Hardware Engineer must be a resident of the state of Israel and speak Hebrew fluently.

(C) Software Engineer

An engineer in one or more of the following professions: software or systems, with at least 10 years of experience in the field of Traffic Surveillance and Control System.

In addition the Software Engineer has executed in the past similar projects that their execution was finished, in the earliest, in 2003.

20.2.4 Proposed contractor detailed schedule, Mile Stone, WBS.

20.2.5 Risk Management Plan (RMP).

20.2.6 Configuration Management Plan (CMP).

20.2.7 Quality Assurance Plan (QAP).

20.3 After receiving the above mentioned documents and details, the Company will examine whether all the required documents and details have been provided by the Winning Bidder, the compliance thereof with the Tender requirements and whether the Company may approve them. in the event that the Company determines, in its sole discretion, that finalizations and/or modifications are required to approve the said documents, including without limitation, a decision not to approve any of the officials that were presented by the Winning

Bidder, then in such event, the Company shall notify the Winning Bidder of its said decision and as to the required finalizations and/or modifications.

- 20.4 The Winning Bidder shall execute the required finalizations and/or modifications within 2 business days from the date of the Company's requirement or within the time that will be stipulated in the Company's requirement and will provide for the approval of the Company all necessary documents or details after it made all required finalizations and/or modifications.
- 20.5 If the Company will determine, in its sole discretion, that additional finalizations and/or modifications are needed, then the Company shall be entitled to give to the Winning Bidder another opportunity to execute the required finalizations and/or modifications or, in its sole discretion, to decide to proceed pursuant to Clause 21 hereunder.
- 20.6 Prior to the actual signing of the Agreement by the Company, there will be no valid agreement between the Company and the Winning Bidder.

21. CANCELLING THE WINNING AND/OR THE AGREEMENT WITH THE WINNING BIDDER AND ENGAGING WITH ANOTHER BIDDER

- 21.1 In the event that the Winning Bidder fails to fulfill all of its obligations according to the Tender Documents and/or its Bid, including without limitation, the fulfillment of the preconditions set forth in Clause 19 above, the Company shall be entitled, in its sole discretion, to cancel the award of Winning Bid or to give the Winning Bidder an extension of time for the purpose of fulfilling all of its obligations. In the event that the Company has decided to cancel the award of the Winning Bidder due to the failure to fulfill all the Winning Bidder's obligations, then the Company, without derogating from any of the Company's rights, shall be entitled to proceed pursuant to Clause 5.10 above.
- 21.2 The Winning Bidder whose Bid has been canceled as aforesaid, shall not have any argument, demand and/or claim of any kind against the Company and/or anyone on its behalf in connection with the cancellation of the award of the Winning Bid and/or the forfeiture of the Tender Bond.
- 21.3 Without derogating from the above, in the event that the Company has decided to cancel the award of the Winning Bid, the Company shall be entitled, at its sole discretion, to grant the award of the Winning Bid in the Tender and the Agreement to the Bid submitted by the Bidder that arrived in the second place. The Company's right according to this Clause is not mandatory and the Company shall be entitled, at its sole discretion, not to so grant the award the Winning Bid in the Tender and the Agreement to the Bid submitted by the Bidder that arrived in the second place. In such event, the Bidder that arrived in the second place will not have any argument, demand and/or claim of any kind against the Company and/or anyone on its behalf in connection with the aforesaid or in connection with the cancellation of the Tender instead of awarding the Winning Bid in the Tender to it or otherwise.
- 21.4 Without derogating from any of the Company's rights, and in addition to any of the Company's rights according to any Law or/or to the Tender Documents, in the event that the Company will terminate the Agreement with the Winning Bidder, for any reason, the Company shall be entitled, but not obligated, to

notify the Bidder that arrived in the second place in the Tender and offer to such Bidder to engage with the Company and sign the Agreement to continue the Project instead of publishing a new tender. Such Bidder shall give its response to the Company's proposal within seven (7) days. If the said Bidder will refuse, then the Company will be entitled, but not obligated, to so notify the Bidder that arrived in the third place in the Tender, and so on. It is hereby clarified that the Company's said right hereunder is not mandatory and the Company shall be entitled, at its sole discretion, not to engage with the Bidders that arrived in places after the Winning Bidder, and the Bidders will not have any argument, demand and/or claim of any kind against the Company and/or anyone on its behalf in connection with the above.

22. INSURANCE REQUIRMENTS

Bidders are kindly requested to comply with the insurance requirements attached to the Agreement. Any request in connection with the insurance requirements should be submitted as a request for clarifications and no later than the date set forth in Clause 8 above.

23. GENERAL CONDITIONS

23.1 By submitting the Bid to the Company, Bidders shall be deemed to have accepted all of the terms and conditions contained in the Tender Documents (including any addendum thereto).

23.2 Governing Law, Jurisdiction

This Tender and the Tender Process shall be governed and construed in accordance with the provisions of the Law including the Mandatory Tenders Law 5752-1992 and the Mandatory Tenders Regulations, 5753-1993.

The competent courts in Tel Aviv shall have the sole and exclusive jurisdiction over all issues and disputes arising in connection with the Tender, the Tender Documents and/or the Tender Process to the exclusion of any other courts wherever situated in Israel or abroad.

23.3 Conformity with All Applicable Laws

Each Bidder is assumed to have obtained legal advice. The Bidders and Bids submitted by them shall abide by all applicable laws. Bidders shall be subject to any changes in any of the said laws in the event and to the extent that any such changes are made during the Tender Process.

23.4 Cost of Bid Preparation

Any and all costs and expenses incurred by the Bidders in connection with their participation in the Tender Process (including, without limitation, preparation and submission of their Bids, and including changes and requests for further clarifications), are the sole responsibility of and are to be paid solely by the Bidders. The Company will not be responsible or liable for any of these costs or expenses, regardless of the conduct or outcome of the Tender process and even if the Project, in whole or in part, is delayed or cancelled at any point for any reason whatsoever. Bidders acknowledge that they will not be reimbursed by the Company or any third party on its behalf for any costs or expenses so incurred by the Bidders.

Avi Hudin,
C.E.O

Appendix 1

Information about the Bidder

1. Information about the Bidder

1.1. **Name of the Bidder** (or the Joint Venture):

_____.

1.2. **Names of the members of the Joint Venture** (if applicable):

1.3. Name of authorized representative: _____.

1.4. Name of Contact Person: _____.

1.5. Phone Number: _____.

1.6. Fax Number: _____.

1.7. E-mail: _____.

2. Information about the Bidder/member in a JV Bidder

1.1 Bidder's name: _____ Entity registration no.: _____

2.1. Year the entity was organized: _____

2.2. Bidder's address: _____

2.3. Telephone: _____ Fax: _____

2.4. E-mail: _____

2.5. Name of Bidder's contact person: _____ Position: _____, mobile phone no.: _____

2.6. Names of the Bidder's owners:
_____, ID no.: _____
_____, ID no.: _____
_____, ID no.: _____

(If the owner is an entity, the names of the owners of this owner should be provided)

3. Information about member in a JV Bidder (if applicable)

- 3.1. The member's name: _____ Entity registration no.:

- 3.2. Year the entity was organized: _____
- 3.3. Member's address: _____
- 3.4. Telephone: _____ Fax: _____
- 3.5. E-mail: _____
- 3.6. Name of member's contact person: _____ Position:
_____, mobile phone no.: _____
- 3.7. Names of the member's owners:
_____, ID no.: _____
_____, ID no.: _____
_____, ID no.: _____
- (If the owner is an entity, the names of the owners of this entity should be provided)

4. **Information about the member in a JV Bidder** (if applicable)

- 4.1. The member's name: _____ Entity registration no.:

- 4.2. Year the entity was founded: _____
- 4.3. Member's address: _____
- 4.4. Telephone: _____ Fax: _____
- 4.5. E-mail: _____
- 4.6. Name of member's contact person: _____ Position:
_____, mobile phone no.: _____
- 4.7. Names of the member's owners:
_____, ID no.: _____
_____, ID no.: _____
_____, ID no.: _____
- (If the owner is an entity, the names of the owners of this entity should be provided)

Names of the Bidder's authorized signatories: _____

Bidder's signature: _____

Appendix 2

To
Ayalon Highways Co. Ltd.
Al Parashat Drahim St.
Tel Aviv

Dear Sir/Madam,

Proposal Form

1. We, the undersigned, having carefully read, studied and understood the instructions of Ayalon Highways Co. Ltd. (hereinafter: the "**Company**") for submission of a proposal for the Acquisition, Installation and Integration of Traffic Surveillance and Control System ("TSCS"), partly as a turn-key project, all as described in the Tender Documents (hereinafter: the "**Work**"), including all the conditions and requirements detailed in all the Tender Documents including their appendices (collectively hereinafter: the "**Tender**"), propose hereby to execute the Work for the Company, all as detailed in the Tender and its appendices.
2. We state that our proposal has been prepared in accordance with the Tender, and that we have received and/or been given access to all the documents related to the Tender, and that we have received explanations for everything related to the Tender and to execution of the Work.
3. If our proposal is accepted, we undertake to sign the attached Agreement for performance of the Work, and not to transfer any of our rights under the said Agreement to any other entity and not to add or enjoin any partner or to establish any other entity for the purpose of enjoying such rights.
4. This proposal, including the price proposal as stated in Appendix 2.1, is irrevocable and cannot be cancelled or modified by us, and will be valid for a period of six (6) months from the last date for submitting proposals. We agree that you will be entitled, but not obliged, to regard this proposal and its acceptance by you as a binding Agreement between you and us. We acknowledge and agree that you will be entitled to conduct any process involving the submission of amended proposals. We are also aware that you will be entitled to cancel the Tender without any obligation.

5. We declare and undertake that in the event that our proposal is accepted, we will fulfill all of the preconditions to the Company's execution of the Agreement as set forth in the Tender.
6. We declare and undertake that if our proposal is accepted, we will execute all of the Work in accordance with all the terms and conditions of the Tender, to your full satisfaction, at the prices detailed in our proposal.
7. Our price proposal is attached hereby in Appendix 2.1 hereto.

The Bidder's name (complete): _____

Names and positions of the Bidder's authorized signatories: _____

Signatures of the authorized signatories: _____

The Bidder's stamp/seal: _____ Date: _____

Appendix 2.1

To the attention of the Bidder – this Appendix, together with the full and signed Schedules of Prices, must be submitted in envelope No. 2

To
Ayalon Highways Co. Ltd.
Al Parashat Drahim St.
Tel Aviv

Price Proposal

We, the undersigned, after carefully reading, studying and understanding all of the instructions and requirements of Ayalon Highways Co. Ltd (the "**Company**") as set forth in the Tender Documents of Tender no. _____ for the Acquisition, Installation and Integration of Traffic Surveillance and Control System ("TSCS"), partly as a turn-key project, hereby offer to execute the Project and the Work in strict accordance with all requirements set forth in the Agreement and in all others Tender Documents, in exchange for the consideration set forth below:

1. **Segments 1 and 2** – Attached are the Schedules of Prices that were attached to the Tender in respect of Segments 1 and 2, including without limitation, the units prices, all of which are signed by authorized signatories on behalf of the Bidder.

(Kindly note that Prices for the same units in both of the Schedule of Prices for Segments 1 and 2 must be identical. After completing all prices, the Bidder shall add up all prices and indicate the total price for each of the Segments in the Bill of Quantities).

2. **Segment 3** - Attached are the Schedules of Prices that were attached to the Tender in respect of Segment 3, including the units, all of which are signed by authorized signatories on behalf of the Bidder.

(Kindly note that in the event that the Schedule of Prices for this Segment includes a unit included in the Schedule of Prices for Segments 1 and/or 2, then the prices for such unit must be identical to the prices for the same units in the Schedule of Prices for Segments 1 and/or 2).

3. **Segment 4** – As and for the full and final consideration for the Support Services to the extent the Company elects to receive such services, if any, we request that the Company pay to the Contractor a yearly fee in amount equal to _____% (in words: _____ percent) (please complete) of the applicable consideration paid under the Agreement in connection with the items for which Support Services are selected by Company at its discretion.

(Kindly note that Bidders are not permitted to request a percentage which is higher than 12% nor lower than 5%).

All prices quoted in the Schedules of Prices are in New Israel Shekels (NIS), and do not include Value Add Tax (VAT).

The Bidder's name (complete): _____

Names and positions of the Bidder's authorized signatories: _____

Signatures of the authorized signatories: _____

The Bidder's stamp/seal: _____ Date: _____

Appendix 3

Bidder's Representation

We, the undersigned, having carefully read, studied and understood the instructions of the Tender Documents, whether such documents were attached or not attached to the Tender, hereby represent and declare as follows:

1. We hereby represent that we have understood all that is stated in the Tender Documents and have submitted our proposal accordingly. We have carefully studied and examined all that is stated in the Tender Documents, and reviewed all the requirements, conditions and circumstances, both physical and legal, that may affect our proposal or execution of the Work. We consent to all that is stated in the Tender Documents and confirm and undertake that we will not make any claims or demands based on lack of knowledge and/or lack of understanding, and we hereby irrevocably and unconditionally waive in advance any such claims. Without derogating from the generality of the above, we are aware and agree that by submitting our proposal we explicitly waive as aforesaid any claim of any kind or nature with regard to incompatibility and/or deviation of any kind whatsoever from the terms and conditions of the Tender and/or any of its terms and conditions and/or from the terms of any law.
2. We hereby represent that we meet all the conditions required by the Tender, and that our proposal meets all the requirements set out in the Tender Documents, and we undertake to execute the obligations and undertakings strictly in accordance with the terms and conditions of the Tender Documents, including the Agreement attached thereto.
3. We represent that we are aware that the execution of the Work pursuant to the Tender Documents requires maintaining confidentiality in all matters relating to information that is disclosed to us, and adhering to the highest level of trust and reliability, and we undertake to fulfill the provisions of the Tender Documents and to fulfill all our undertakings hereunder faithfully and loyally, while meticulously adhering to the provisions of any law. We acknowledge that we are not entitled to transfer any information that comes to our knowledge or into our possession as a result of our participation in this Tender to any third party, or make any use of it whatsoever other than solely for the purpose of this Tender.

4. We hereby represent that this proposal is submitted without any connection to and/or coordination with other Bidders, and that we have not disclosed the details of our proposal to any other participants in the Tender.
5. We represent that our proposal is included among the objectives and authorizations set forth in the corporate documents of the submitting entity, and that we are entitled to sign this proposal on behalf of such submitting entity, and that there is no impediment under any law or agreement to our signing this proposal.
6. We declare and undertake that if our proposal is accepted, we shall executed all of the Work in strict accordance with all the terms and conditions of the Tender, and to your full satisfaction, at the prices detailed in our proposal.

date

Bidder's Signature

Appendix 4

**Form of Bank Guarantee for the Tender from an Israeli banking corporation /
insurance company licensed in Israel**

Date: _____

To
Ayalon Highways Co. Ltd.
Al Parashat Drahim St.
Tel Aviv

Re: **Bank Guarantee no. _____**

1. At the request of _____ (hereinafter: the "**Bidder**"), we hereby guarantee to pay to you any amount demanded by you up to a total of NIS 1,500,000 (in words: one million and five hundred thousandth New Israeli Shekels) (hereinafter: the "**Guarantee Amount**") in connection with the proposal of the Bidder in response to the Tender no. 17/15 published by you.
2. We undertake to pay you, upon your first written demand, any amount stated in said demand, immediately and in any event not later than seven (7) days following the date of receipt of your demand in our office, at the address appearing in this Bank Guarantee.
3. For the avoidance of doubt, it is hereby clarified, that your demand, pursuant to this Bank Guarantee, may upon your request be paid to you in installments, and that payment will be made in accordance with your demand as stated, provided that the total payments accrued under this Bank Guarantee do not exceed the Guarantee Amount.
4. Our undertaking according to this Bank Guarantee is unconditional, autonomous and irrevocable and you will not be required to explain, reason, detail, establish or prove your demand, or to first demand payment from the Bidder.
5. This Bank Guarantee is nontransferable.

This Bank Guarantee will come into force on the date stated at the head thereof, and will be valid until September 1, 2016.

Appendix 5

(In a case of JV Bidder, the approval shall be attached for any member)

To

Ayalon Highways Co. Ltd.

I the undersigned, _____ (name of the attorney to be inserted), as the attorney of _____ (name of the Bidder/ the member of the JV Bidder to be inserted) ("**Bidder**" or "**Member of the JV Bidder**") hereby confirm that:

- The signing of the Agreement and the execution of the Project and/or the Works according to the Agreement is included in the corporate power and authority of the Bidder / Member of the JV Bidder pursuant to its charter documents.
- The shareholders of the Bidder / Member of the JV Bidder are as follow:

Name	Holdings (in percentage)

- The names of the directors, C.E.O and C.F.O are as follow:

Name	Role (director / c.e.o / c.f.o)

- The person/s who signed the Bid (including on the Tender Documents) on behalf of the Bidder / the Member of the JV Bidder are fully authorized to do so by the Bidder / the Member of the JV Bidder in accordance with its charter documents and applicable law and that their signature binds the Bidder / the Member of the JV Bidder.

Name of the attorney

Date

Stamp & signature

The attorney statement above may be provided in the form of a separate letter, on the attorney's / auditor's letterhead, provided that the text will remain the same.

Appendix 6

תצהיר

בדבר העסקת עובדים זרים כדין ותשלום שכר מינימום

לפי חוק עסקאות גופים ציבוריים, תשל"ו-1976

אני הח"מ, מר/גב' _____, נושא/ת ת.ז. שמספרה _____, לאחר שהוזהרתי כי עלי להצהיר את האמת וכי אהיה צפוי/ה לעונשים הקבועים בחוק אם לא אעשה כן, מצהיר/ה בזאת בכתב כדלקמן:

1. אני הוסמכתי כדין על ידי _____ (להלן: "המציע") לחתום על תצהיר זה בתמיכה להצעה למכרז מכרז מס' _____ לביצוע _____ (להלן: "המכרז").

2. הנני מצהיר כי מתקיים במציע אחד מאלה:
(א) המציע ובעל זיקה אליו לא הורשעו בפסק דין חלוט בעבירה לפי חוק עובדים זרים.
(ב) עד למועד האחרון להגשת הצעות במכרז לא הורשעו המציע ובעל זיקה אליו בפסק דין חלוט ביותר משתי עבירות לפי חוק עובדים זרים.
(ב) אם המציע או בעל זיקה אליו הורשעו בפסק דין חלוט בשתי עבירות או יותר לפי חוק עובדים זרים - כי חלפה לפחות שנה אחת מן ההרשעה האחרונה ועד המועד האחרון להגשת הצעות.

3. הנני מצהיר כי מתקיים במציע אחד מאלה:
(א) המציע ובעל זיקה אליו לא הורשעו בעבירה לפי חוק שכר מינימום.
(ב) עד למועד האחרון להגשת הצעות במכרז לא הורשעו המציע ובעל זיקה אליו בפסק דין חלוט ביותר משתי עבירות לפי חוק שכר מינימום.
(ג) אם המציע או בעל זיקה אליו הורשעו בפסק דין חלוט בשתי עבירות או יותר לפי חוק שכר מינימום - כי חלפה לפחות שנה אחת מן ההרשעה האחרונה ועד המועד האחרון להגשת הצעות.

לעניין סעיפים 2 ו-3 לעיל:

"אמצעי שליטה", "החזקה" ו"שליטה" - כמשמעותם בחוק הבנקאות (רישוי), התשמ"א-1981;
"בעל זיקה" - כל אחד מאלה:

(1) חבר בני אדם שנשלט על ידי הספק;

(2) אם הספק הוא חבר בני אדם, אחד מאלה: (א) בעל השליטה בו; (ב) חבר בני אדם שהרכב בעלי מניותיו או שותפיו, לפי העניין, דומה במהותו להרכב כאמור של הספק, ותחומי פעילותו של חבר בני האדם דומים במהותם לתחומי פעילותו של הספק; (ג) מי שאחראי מטעם הספק על תשלום שכר העבודה;

(3) אם הספק הוא חבר בני אדם שנשלט שליטה מהותית - חבר בני אדם אחר, שנשלט שליטה מהותית בידי מי ששולט בספק

"הורשע", בעבירה - הורשע בפסק דין חלוט בעבירה שנעברה אחרי יום כ"ה בחשון התשס"ג 31 באוקטובר 2002;

"חוק עובדים זרים" - חוק עובדים זרים (איסור העסקה שלא כדין והבטחת תנאים הוגנים), התשנ"א-1991.

"חוק שכר מינימום" - חוק שכר מינימום, התשמ"ז-1987;

"שליטה מהותית" - החזקה של שלושה רבעים או יותר בסוג מסוים של אמצעי שליטה בחבר בני האדם;

4. זה שמי, זו חתימתי, ותוכן תצהירי דלעיל אמת.

חתימת המצהיר/ה

אישור

אני הח"מ _____, עורך דין, מרחוב _____, מאשר/ת בזאת כי ביום _____ הופיע/ה במשרדי מר/גב' _____, המוסמך לחתום מטעם המציע, ושזיהה עצמו באמצעות ת.ז. שמספרה _____, ואחרי שהוזהרתי/ה כי עליו/ה להצהיר את האמת וכי יהיה צפוי לעונשים הקבועים בחוק אם לא יעשה כן, אישר את נכונות הצהרתו דלעיל וחתם עליה בפני.

חתימה וחותמת עו"ד

Appendix 7

Bidder's Statement

(For a JV Bidder, the Statement shall be attached for each member)

1. In addition to all obligations and restrictions applicable to it by law, including the Penalty Law - 1977, the Bidder, each member in a JV Bidder and each of their representatives undertakes and declares hereby as follows:
 - 1.1. Not to offer and / or to provide and / or to receive, directly or indirectly, any benefit and / or money and / or anything of value to influence, directly and / or indirectly, the decision and / or act and / or omission of Ayalon Highway Co. Ltd ("Ayalon Highway") and / or any officer and / or employee of Ayalon Highway and / or Ayalon Highway representatives and / or any other party in connection with the Tender process and / or any Agreement / order arising therefrom.
 - 1.2. Not to solicit and / or collaborate, directly and / or indirectly, with any officer and / or employee of Avalon Highway and / or its representatives and / or anyone on its behalf and / or any other party to accept confidential information associated with the Tender process and / or any Agreement / order then arising from it.
 - 1.3. Not to solicit and / or collaborate, directly and / or indirectly, and / or employee of Avalon Highway and / or its representatives and / or anyone on its behalf and / or any other party to set prices artificially and / or non-competitive.
 - 1.4. They did not act contrary to paragraphs 1.1-1.3 above in this Tender.
2. In the event that a reasonable suspicion shall arise that the Bidder, any member in a JV Bidder or any of their representatives acted contrary to paragraph 1 above, Avalon Highway reserves the right, at its sole discretion, not to include the Bidder / JV Bidder in the Tender process and / or in any other proceeding and / or not to accept its proposal and / or cancel at any time its award in the Tender and / or cancel at any time the Agreement / order.
3. It is the sole responsibility of the Bidder / member of a JV Bidder to inform its shareholders, directors, officers, employees, subcontractors, representatives, agents and any other third party acting on its behalf about the contents of this document.

Name of the signatory

Name of the Bidder / member
in the JV Bidder

Date

Appendix 8

(To be completed and signed by an external auditor of the Bidder/member of the JV Bidder)

To

Ayalon Highways Co. Ltd.

I the undersigned, _____ (name of the auditor to be inserted), hereby declare, attest and confirm that according to the Financial Statements of _____'s (name of the Bidder/member of the JV Bidder to be inserted) average turnovers during the past three years (2012, 2013, 2014) has been at least sixty million (60,000,000) New Israeli Shekel (not including VAT) (or the equivalent thereof**) and the annual turnover for each of these years was as follow:

Year	Annual turnover in NIS**
2012	
2013	
2014	

Name of the auditor

Date

Stamp & signature

(*) The auditor's statement above may be provided in the form of a separate letter, on the auditor's letterhead, provided that the text will remain the same

(**)Turnover - The Turnover will be converted to New Israeli Shekel according to the following average exchange rates of the relevant calendar financial year:

	Average 2012	Average 2013	Average 2014
NIS / US\$	3.8580	3.6094	3.5774
NIS / EURO	4.9526	4.7965	4.7466

Appendix 9

(To be completed and signed by an independent attorney / auditor of the Bidder / member of the JV Bidder)

(For a JV Bidder, the approval shall be attached for each member)

To

Ayalon Highways Co. Ltd.

I the undersigned, _____ (name of the attorney / auditor to be inserted), as the attorney / auditor of _____ (name of the Bidder/member of the JV Bidder to be inserted) ("**Bidder**" or "**Member of the JV Bidder**") hereby declare, attest and confirm that the Bidder / the Member of the JV Bidder is not in administration, receivership, liquidation, bankruptcy or winding up and there are no pending applications or petitions with respect thereto and it is not insolvent and no material liens were attached to its assets.

Name of the attorney /
auditor

Date

Stamp & signature

The attorney / auditor statement above may be provided in the form of a separate letter, on the attorney's / auditor's letterhead, provided that the text will remain the same.

Appendix 10

Affidavit

The Bidder's compliance with the pre-qualification requirements of Clause 3.2.1 of the Tender

I, the undersigned, _____, ID / Passport No. _____, declare, attest and confirm as follows:

1. I serve as the _____ (insert position) of _____ (name of the Bidder/member of the JV Bidder to be inserted) (the "**Bidder**" or the "**Member of the JV Bidder**") and I am legally authorized to give this affidavit on its behalf as part of the Bidder's / JV Bidder's proposal for the Tender No. _____.

2. I hereby declare, attest and confirm that:

2.1 The TMS System that was proposed by the Bidder / JV Bidder in its Bid includes software that is in compliance with the definition of the expression "Central Software" as defined in clause 3.3 to the Tender.

2.2 Furthermore, The Bidder / the Member of the JV Bidder (holding at least 51% of the Joint Venture), by itself or by a Relating Entity, is fully in compliance with all of the requirements set forth below:

2.2.1 It is the owner of all rights, including all intellectual property rights of any kind or nature whatsoever (IP), in the Central Software that was proposed in the Bid;

It is the owner of all rights, including all intellectual property rights of any kind or nature whatsoever (IP), in at least one (1) Central Software that was already installed in another project in the world and that Central Software is successfully operating.

Below is a list of projects in which the said central software was installed and is successfully operating:

No.	The name of the project and its location	Description of the Central Software	Name of the customer and contact details of a contact person in the customer	Date of commencement of the project	Date of commencement of the operating of the central software
1					
2					
3					
4					
5					

- Number of lines is for illustration purpose only. Bidder may add additional lines / papers as necessary.
3. Attached to this affidavit are all approvals and/or documents that demonstrate the compliance with the pre-qualification requirements, including a signed approval from the customers listed above confirming, inter alia, that the Central Software owned by the Bidder / the Member of the JV Bidder has been installed in the project ordered by them and that Central Software is successfully operating.
 4. I declare that this is my name, this is my signature and that the content of my affidavit is true.

Signature of declarant

Date

Confirmation by an attorney

I, the undersigned, _____, (name of the attorney to be inserted), as the attorney of _____ (name of the Bidder/member of the JV Bidder to be inserted) ("**Bidder**" or "**Member of the JV Bidder**") here by attests and confirms that Mr./Mrs. _____ who signed this affidavit is authorized under the charter documents of the Bidder/JV Bidder and applicable law to do so on behalf of the Bidder / Member of the JV Bidder.

Name of the attorney

Date

Stamp & signature

Appendix 11

Affidavit

The Bidder's compliance with the pre-qualification requirements of Clause 3.2.2 of the Tender

I, the undersigned, _____, ID / Passport No. _____, declare, attest and confirm as follows:

1. I serve as the _____ (insert position) of _____ (name of the Bidder/member of the JV Bidder to be inserted) (the "**Bidder**" or the "**Member of the JV Bidder**") and I am legally authorized to give this affidavit on its behalf as part of the Bidder's / JV Bidder's proposal for the Tender No. _____.
2. I hereby declare, attest and confirm that:
3. The Bidder / the Member of the JV Bidder (that is in compliance with the pre-qualification requirements set forth in Clause 3.2.1 of the tender), has executed, as a main contractor ["קבלן ראשי"], at least three (3) projects during the past ten (10) years, in Highways ["דרכים מהירות"] and/or in Tunnels, which comply with all of the requirements set forth in clause 3.2.2 of the tender.

Below is a list of projects that demonstrate the compliance of the Bidder / the Member of the JV Bidder with all of the said requirements:

No.	The name of the project and its location	Description of the project (including whether it includes traffic surveillance on highway – דרך מהירה), description of the part of the Bidder / Member of the JV Bidder in the design, installation and Integration of a TMS	Name of the customer and contact details of a contact person in the customer	Dates of executing the project (year to year) and the date of the project delivery to the client	The cost of the works executed by the Bidder / Member of the JV Bidder

		System and description of which of the items of the items A to H listed in the definition for the expression "TMS System" was installed			
1					
2					
3					
4					
5					

- Number of lines is for illustration purpose only. Bidder may add additional lines / papers as necessary.
4. Attached to this affidavit all necessary approvals and/or documents that demonstrate the compliance with the pre-qualification requirements, including a signed confirmation from the customers listed above approving and detailing, inter alia, the dates in which they received the said services from the Bidder / Member of the JV Bidder, the scope and content of the services provided, including the fee paid by them to the Bidder / Member of the JV Bidder.
 5. I declare that this is my name, this is my signature and that the content of my affidavit is true.

Signature of declarant

Date

Confirmation by an attorney

I, the undersigned, _____, (name of the attorney to be inserted), as the attorney of _____ (name of the Bidder/member of the JV Bidder to be inserted) ("**Bidder**" or "**Member of the JV Bidder**") here by attests and confirms that Mr. /Mrs. _____ who signed this affidavit is authorized under the charter documents of the Bidder/JV Bidder and applicable law to do so on behalf of the Bidder / Member of the JV Bidder.

Name of the attorney

Date

Stamp & signature

Appendix 12

Affidavit

The Bidder's compliance with the pre-qualification requirements of Clause 3.2.3 of the Tender

I, the undersigned, _____, ID / Passport No. _____, declare, attest and confirm as follows:

1. I serve as the _____ (insert position) of _____ (name of the Bidder/member of the JV Bidder to be inserted) (the "**Bidder**" or the "**Member of the JV Bidder**") and I am authorized to give this affidavit on its behalf as part of the Bidder's / JV Bidder's proposal for the Tender No. _____.
2. I hereby declare, attest and confirm that The Bidder / the Member of the JV Bidder (an Israeli member of the Joint Venture) has experience in executing the installation of at least one (1) of the items A to H listed in the definition for the expression "TMS System" in clause 3.3 of the Tender, on busy highway with ongoing traffic, located in Israel, and the total aggregate value of such works performed by such Bidder / Member of the JV Bidder was not less than ten million (10,000,000) NIS in the past seven (7) years.

Below is a list of projects that demonstrate the compliance of the Bidder / the Member of the JV Bidder with all of the said requirements:

No.	The name of the project and its location	Name of the customer and contact details of a contact person in the	Description of the works that were executed and the items that were installed	Dates of executing the project (year to year) and the date of the project delivery to the customer	The cost of the works executed by the Bidder / Member of the JV Bidder
-----	--	---	---	--	--

		customer			
1					
2					
3					
4					
5					

- Number of lines is for illustration purpose only. Bidder may add additional lines / papers as necessary.
3. Attached to this affidavit all necessary approvals and/or documents that demonstrate the compliance with the pre-qualification requirements, including a signed confirmation from the customers listed above approving and detailing, inter alia, the dates in which they received the said services from the Bidder / Member of the JV Bidder, the scope and content of the services provided, including the fee paid by them to the Bidder / Member of the JV Bidder.
 4. I declare that this is my name, this is my signature and that the content of my affidavit is true.

Signature of declarant

Date

Confirmation by an attorney

I, the undersigned, _____, (name of the attorney to be inserted), as the attorney of _____ (name of the Bidder/member of the JV Bidder to be inserted) ("**Bidder**" or "**Member of the JV Bidder**") here by attests and confirms that Mr./Mrs. _____ who signed this affidavit is authorized under the charter documents of the Bidder/JV Bidder and applicable law to do so on behalf of the Bidder / Member of the JV Bidder.

Name of the attorney

Date

Stamp & signature

Appendix 13 Affidavit

The Bidder's compliance with the pre-qualification requirements of Clause 3.2.4 of the Tender

I, the undersigned, _____, ID / Passport No. _____, declare, attest and confirm as follows:

1. I serve as the _____ (the role of the declaring to be inserted) of _____ (name of the Bidder/member of the JV Bidder to be inserted) (the "**Bidder**" or the "**Member of the JV Bidder**") and I am authorized to give this affidavit on its behalf as part of the Bidder's / JV Bidder's proposal for the Tender No. _____.

2. I hereby declare, attest and confirm that The Bidder / the Member of the JV Bidder (an Israeli member of the Joint Venture) has experience in providing maintenance services of at least one (1) of the items A to H listed in the definition for the expression "TMS System" in clause 3.3 of the Tender, when the said maintenance services were provided on an active road located in Israel with ongoing traffic and for a yearly fee of not less than two million (2,000,000) NIS in every one of the years 2012, 2013, 2014.

Below is a list of projects that demonstrate the compliance of the Bidder / the Member of the JV Bidder with all of the said requirements:

No.	The name of the project and its location	Name of the customer and contact details of a contact person in the customer	Description of the maintenance services that were executed and the items that were maintained	Dates of executing the project (year to year)	The cost of the works executed by the Bidder / Member of the JV Bidder
1					
2					

3					
4					
5					

- Number of lines is for illustration purpose only. Bidder may add additional lines / papers as necessary.
3. Attached to this affidavit all necessary approvals and/or documents that demonstrate the compliance with the pre-qualification requirements, including a signed confirmation from the customers listed above approving and detailing, inter alia, the dates in which they received the said services from the Bidder / Member of the JV Bidder, the scope and content of the services provided, including the fee paid by them to the Bidder / Member of the JV Bidder.
 4. I declare that this is my name, this is my signature and that the content of my affidavit is true.

Signature of declaring

Date

Confirmation by an attorney

I, the undersigned, _____, (name of the attorney to be inserted), as the attorney of _____ (name of the Bidder/member of the JV Bidder to be inserted) ("**Bidder**" or "**Member of the JV Bidder**") here by attests and confirms that Mr./Mrs. _____ who signed this affidavit is authorized under the charter documents of the Bidder/JV Bidder and applicable law to do so on behalf of the Bidder / Member of the JV Bidder.

Name of the attorney

Date

Stamp & signature

Appendix 14

Irrevocable Power of Attorney

To Ayalon Highways Co. Ltd

Tel Aviv, Israel

We, the undersigned _____ and _____
and _____ [*insert name of the members of the Joint Venture*]
(hereinafter: "the Member of the JV Bidder"), hereby irrevocably appoint and empower
_____, to be the authorized representative of Member of
the JV Bidder, and to perform and/or sign on our behalf all or any of the actions, matters,
agreements and/or documents set forth hereinafter:

1. To receive on our behalf all Tender Documents and all documents and other materials that may be issued by the Company to the Bidders in connection with the Tender.
2. To submit to the Company on behalf of the Member of the JV Bidder and/or of the Joint Venture all Bid Documents and all other materials related thereto as well as all clarifications, amendments and other input which the Company may require from the Bidders and/or the members of JV Bidders from time to time.
3. To consent on behalf of the Member of the JV Bidder and/or on behalf of the Joint Venture to changes of schedule and/or conditions of the Tender that may be required by the Company from time to time.
4. To appear in the name and on behalf of the Member of the JV Bidder and/or on behalf of the Joint Venture before the Company and/or any representative of the Company, in all matters connected to the Tender; to sign and execute any documents before the Company and/or its representative on behalf of the Member of the JV Bidder and/or on behalf of the Joint Venture, except for the Contract, and to perform all actions and matters which are required in connection to the Tender.
5. This Power of Attorney may not be revoked, transferred or amended in any way without the prior written approval of the Company.
6. Unless, stated otherwise, the capitalized terms used herein shall have the same meaning ascribed to them in the Tender Documents.

We hereby undertake to confirm and uphold any act or matter which our authorized representative shall do or cause by virtue of this Power of Attorney.

In Witness thereof, the Parties hereto signed this Power of Attorney:

	Name of Member of the Joint Venture	Signature	Confirmation of signature by Attorney /Notary
1.			
2.			
3.			

Appendix 15

Software Evaluation Document

Central TSCS Characteristics

Proposal Evaluation Stage B

Updated: 15.4.2014

General Instructions

1. The following table shall be used to evaluate the proposed TSCS Central Software.
2. The bidder is requested to respond to all clauses in the table.
3. The proposed Central Software must be based on an existing and operating Central Software that had already been installed by the Bidder for at least one (1) client ("Off the Shelf Software"). Only existing developments, that have been installed and that are actually working as an integral part of the Off the Shelf Software on the Final Bid Submittal Date will be considered as existing developments for the purpose of examining the quality of the proposed Central Software. Any other development which is not an integral part of the Off the Shelf Software, even if its development is complete and/or if it is working as part of a demo made by the Bidder and/or as part of another software owned by the bidder, which is not the Off the Shelf Software, will not be considered as existing developments for the purpose of examining the quality of the proposed Central Software.
4. Each Clause includes the following information:

4.1. **Clause Number** - Serial number of the clause.

4.2. **Section in Specs** – The relevant section number in the Specification which describes the requirements for the Ayalon TSCS Central Software. This section will include the system requirements and the specific system requirement (should there be one) to which the Bidder is required to respond and should be used to better understand the specific requirement and environment.

Remark: in clause no 1, which is a general clause, the Bidder is required to give a top level description of the proposed system, referring to all the main requirements in the AHCo specification.

4.3. **General Clause Description** – General subject.

4.4. **Specific System Requirement** – The specific requirement for which the Bidder is required to respond and submit evidence. For a detailed explanation of the specific requirement, the Bidder should refer to the relevant requirements in the "Section in Specs".

Note: Where the specific requirement is 'General' the Bidder is required to give a general description referring to all requirements in the "Section in Specs".

4.5. **STATUS: Fulfilled in "Off the Shelf Software" \ Fulfilled in "Other Software" \ To be Developed (by Bidder)** - The Bidder shall state which of the three following statuses best describe the "specific system requirements" (should there be one) in the proposed system.

In clauses where the "specific system requirement" is 'General' the Bidder shall state in the description, for each requirement described, which of the three statuses are relevant for it.

The three possible statuses are:

- A. Completed in "Off the Shelf Software" (OTS)** - The requirements set forth in the relevant clause in the Software Evaluation Document, under the header "specific system requirements", are fully completed and are currently operating in the Off the Shelf Software and no additional development or integration being required.
- B. Completed in "Other Software" (Other)** – The requirements set forth in the relevant clause in the Software Evaluation Document, under the header "specific system requirements" are all completed but not in the "Off the Shelf Software". The requirements are either:
- I. Completed and operating in modules of other systems owned by the Bidder which can be presented to AHCo. The Bidder intends to integrate these modules as part of the proposed system.
 - II. Development of the requirements is completed but is operating only in a demo which can be presented to AHCo. The Bidder intends to integrate this development into the proposed system.
- C. To be Developed (TBD)** – The requirements set forth in the relevant Clause in the Software Evaluation Document, under the header "specific system requirements", are not currently completed. The Bidder intends to develop the system to meet these requirements.

4.6. Required presentation of features (by Bidder)

For each clause the Bidder shall include a description and where required a sample which shall enable AHCo to assess the fulfillment of the requirement.

The samples may be screen shots, report samples; case samples-solutions etc., which will enable an understanding and evaluation of the system. The description\sample must be from the currently existing "Off the Shelf Software" (or other system\demo in case where the sample is from "Other Software") **and not a proposal for development.**

IMPORTANT: Wherever the description\ sample refers to requirements which are not currently operating as part of the "Off the Shelf Software," this fact must be included and emphasized by the Bidder.

4.7. Max Score (by Ayalon)

Maximum possible score for the clause.

4.8. Evaluation (by Ayalon)

Evaluation score for the clause.

5. This table and information will be used for evaluation only. The TSCS requirements to be met by the Bidder remain as described in the technical Specs and other documents of the tender.
6. For detailed requirements, please refer to appropriate section in the technical Spec.

Central TSCS Characteristics - Evaluation Table Stage B

Clause Num	Section in Specs	General Clause Description	Specific System Requirements	STATUS: Fulfilled in "Off the Shelf Software" (OTS) or in "Other Software" (Other) or To Be Developed (TBD) (by Bidder)	Required presentation for features (by Bidder)	Max Score	Evaluation (by AHCo)
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1	General	General description of TSCS Central System	General	To be stated as part of description	Top level General Description	200	
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2	5.2 and subsections	Traffic Detection Central System Requirements	General	To be stated as part of description	General Description	100	
3	5.2.4	Traffic Data	Flow per Lane (vph) and per Carriageway	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Sample report	10	
4	5.2.4		Speed per lane (Kph)	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Sample report	10	
5	5.2.4		Occupancy per lane (%)	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Sample report	10	
6	5.2.4		Headway per lane (seconds)	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Sample report	10	
7	5.2.4		Number of vehicles per classification (minimum 5 classifications)	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Sample report	10	
8	5.2.7	Operator Interface	Detection Site - graphic representation on Map	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Sample from map	10	

Central TSCS Characteristics - Evaluation Table Stage B							
Clause Num	Section in Specs	General Clause Description	Specific System Requirements	STATUS: Fulfilled in "Off the Shelf Software" (OTS) or in "Other Software" (Other) or To Be Developed (TBD) (by Bidder)	Required presentation for features (by Bidder)	Max Score	Evaluation (by AHCo)
9	5.2.7		Presentation of latest traffic data from graphically selected detection site. It shall be possible to view data per lane , group of lanes and per cross section	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Sample from map\ display	10	
10	5.2.8	Engineer Interface	Possibility to create and format tables containing traffic data from different sites.	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Sample different configurations, Sample of configuration tool	10	
11	5.2.8		Configuration of VDS and Detection site's control sensitivity settings	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Sample from configuration tool	10	
12	5.2.8		Mark Detection site as faulty and disregard data.	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Sample from configuration tool	10	
Total for Traffic Detection						200	
13	5.3 and subsections	LCS Operation	General	To be stated as part of description	Description	100	

Central TSCS Characteristics - Evaluation Table Stage B							
Clause Num	Section in Specs	General Clause Description	Specific System Requirements	STATUS: Fulfilled in "Off the Shelf Software" (OTS) or in "Other Software" (Other) or To Be Developed (TBD) (by Bidder)	Required presentation for features (by Bidder)	Max Score	Evaluation (by AHCo)
14	5.3.2 & LCS Operation Policy (Annex E)	LCS Sub System	Rule based Setting of LCS (as opposed to predefined settings). Including mechanism to avoid conflicting aspects.	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Sample of settings, Sample of rules	50	
Total for LCS Operation						150	

15	5.4 and subsections	VMS operation	General	To be stated as part of description	Description	100	
16	5.4.4	Operator Interface	Ability to set and clear VMS	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description and Sample	10	
17	5.4.4		Display actual message (feedback from sign) on Map	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description	50	
18	5.4.4		Display VMS status on Map	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description and Sample	10	
19	5.4.4		Ability to select message from predefined set of messages	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description and Sample	25	
20	5.4.4		VMS Plan storage and retrieval	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description and Sample	25	
21	5.4.5	Engineer Interface	Editing, adding, deleting messages	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description and Sample	10	

Central TSCS Characteristics - Evaluation Table Stage B							
Clause Num	Section in Specs	General Clause Description	Specific System Requirements	STATUS: Fulfilled in "Off the Shelf Software" (OTS) or in "Other Software" (Other) or To Be Developed (TBD) (by Bidder)	Required presentation for features (by Bidder)	Max Score	Evaluation (by AHCo)
22	5.4.6 & AHCo VMS Operation Policy (Annex F)	Messages generation	Ability to set VMS messages by automatic algorithms as described in AHCo VMS Operation Policy.	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Detailed description of existing facilities to accommodate for this requirement	50	
23	5.4.6		Ability to display qualitative information	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description and Sample	10	
24	5.4.6		Ability to display Travel Time information	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description and Sample	10	
Total for VMS Operation						300	

25	5.5	Management of Traffic Control Strategies	All Strategies, Algorithms and Processes implemented in central system and not in roadside unit	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description	150	
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26	5.6 and subsections	Incident Detection and Management	General	To be stated as part of description	Description	100	
27	5.6.1.1	Automatic Incident Detection	Multiple Algorithms	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description of algorithms used	50	

Central TSCS Characteristics - Evaluation Table Stage B							
Clause Num	Section in Specs	General Clause Description	Specific System Requirements	STATUS: Fulfilled in "Off the Shelf Software" (OTS) or in "Other Software" (Other) or To Be Developed (TBD) (by Bidder)	Required presentation for features (by Bidder)	Max Score	Evaluation (by AHCo)
28	5.6.1.2	Congestion Detection	Congestion Detection Algorithms	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description of algorithms used	25	
29	5.6.1.3	CCTV Automatic coverage of an incident	CCTV an interface for Automatic coverage	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description	25	
30	5.6.5 and Event Management Module (Annex G)	Event Management Module	General	To be stated as part of description	Description of existing solution, Samples of different incident records and management tool	100	
Total for incident Detection and Management						300	

31	5.7 and AHCo VMS Operation Policy (Annex F)	Congestion Management	General	To be stated as part of description	Description and Sample	50	
32	5.7.1.1		Congestion Legends on LCS derived from Congestion Detection	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description and Sample	50	
Total for Congestion						100	

Central TSCS Characteristics - Evaluation Table Stage B							
Clause Num	Section in Specs	General Clause Description	Specific System Requirements	STATUS: Fulfilled in "Off the Shelf Software" (OTS) or in "Other Software" (Other) or To Be Developed (TBD) (by Bidder)	Required presentation for features (by Bidder)	Max Score	Evaluation (by AHCo)
Management							
33	5.9	Speed Control Strategy	General	To be stated as part of description	Description	50	
34	5.11	Off Ramp Queue Detection	Define two levels of queue on Exit Ramp	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description	50	
35	5.12	Ramp Metering	Ramp Metering Module	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description, Algorithm used, Sample	50	
36	5.14	Travel Time Estimation	Algorithm, for Travel Time Estimation\ Calculation	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description, algorithm used, Sample	50	
37	5.15	Information Dissemination Strategy	General	To be stated as part of description	Description including Specific means, Sample	50	

Central TSCS Characteristics - Evaluation Table Stage B							
Clause Num	Section in Specs	General Clause Description	Specific System Requirements	STATUS: Fulfilled in "Off the Shelf Software" (OTS) or in "Other Software" (Other) or To Be Developed (TBD) (by Bidder)	Required presentation for features (by Bidder)	Max Score	Evaluation (by AHCo)
38	5.16, 6.5	Data Logging and Date Retention	General	To be stated as part of description	Description	50	
39	2.1, 6.3	Open system, Standard open protocols, Connectivity to Field Equipment	General	To be stated as part of description	Description and details of communication protocols used between central system and field equipment. State VMS, LCS, Detection equipment (manufacturers and models) to which the system connects today.	100	
40	6.2, 6.3	C2C	NTCIP XML communication standards which uses message sets from the latest version of the Traffic Management Data Dictionary (TMDD).	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description and adherence to the specified standard	100	

Central TSCS Characteristics - Evaluation Table Stage B							
Clause Num	Section in Specs	General Clause Description	Specific System Requirements	STATUS: Fulfilled in "Off the Shelf Software" (OTS) or in "Other Software" (Other) or To Be Developed (TBD) (by Bidder)	Required presentation for features (by Bidder)	Max Score	Evaluation (by AHCo)
41	6.4	GIS	GIS based mapping system with ability to import and export GIS data to third party systems	<input type="checkbox"/> OTS <input type="checkbox"/> Other <input type="checkbox"/> TBD	Description and adherence to the specified standard	100	
Grand Total						2000	

Appendix 16

Central TSCS Characteristics

Quality Evaluation Stage C

TSCS Software

Updated:15.4.2014

Item	Weight	Score (out of 100) (by AHCo)	Weighted Score (by AHCo)
Traffic Data Data acquisition and processing, Operator and Engineer User interface.	5%		
Central Data Base Standard Data Base, flexibility, Operator & Engineer User Interface.	5%		
LCS Legend settings options, avoiding conflicts, Operator & Engineer User Interface.	5%		
VMS Message setting options, Operator & Engineer User Interface.	15%		
Strategy Management Implementing several interconnected strategies, Operator & Engineer User Interface.	5%		
Incident Detection and Management Automatic Incident Detection, Manual Incident Detection, Recording and updating incident information, Functionality similar to requirements of EMM, Connectivity to other strategies, Operator & Engineer User Interface.	20%		
Congestion Management Congestion algorithm, Operator & Engineer User Interface.	5%		
Off Ramp Queue detection Queue detection algorithm, Operator & Engineer User Interface.	5%		
Information Dissemination Information Dissemination options, Operator & Engineer User Interface.	5%		
Travel Time Estimation Travel Time calculation algorithm, Operator & Engineer User Interface.	5%		
General Impression of Software including elements not specified above Flexibility, Operator User Interface, Engineer User Interface.	25%		
Final Score	100.00%	--	

Appendix 17

The list of quantities to calculate the total price for Segment 3

Item	Description	Unit	Quantity
3.6.1	TSCS signaling sub-system		
3.6.1.1	Lane Control Sign (LCS)	Item	127
3.6.1.2	Variable Message Sign (VMS) Type A	Item	1
3.6.1.3	Variable Message Sign (VMS) Type B	Item	1
3.6.1.4	Variable Message Sign (VMS) Type C	Item	6
3.6.1.5	Variable Message Sign (VMS) Type D	Item	1
3.6.1.6	Variable Message Sign (VMS) Type E	Item	1
3.6.1.7	Variable Message Sign (VMS) Type F	Item	6
3.6.1.8	Backbone switches for AHCo TCC Specification no# 4.2.17.1 The backbone switches will have redundant dual power supply. MTBF > 240,000 hours	Item	2
3.6.1.9	Communication Access Switches -ruggedized MTBF > 150,000 hours	Item	32
3.6.1.10	Communication in house passive infrastructure (RJ45)	Item	3
3.6.1.11	Cabinets for signaling control and communication equipment including all the signaling control and communication equipment and a UPS backup for the communication equipment in the cabinet.	Item	33
3.6.1.12	Design development installation and integration of interface for third party LCS or VMS device including all software required in the TSCS for functional system.	Item	3
3.6.1.13	Electrical and communication installation on new gantries or renewal/ upgrading of existing gantries. The work includes the installation or replacement (in case of an existing gantry) of the infrastructure to facilitate the installation of Field Equipmentsuch as LCS and/or VMS the gantry including all hardware and software required on site and in the TSCS for a fully functional system. The work includes but is not limited to: Cabinet, Electrical and communication switchboard and all required equipment, mechanical mounting for all equipment installed, electrical, communication and cabling infrastructures from the switchboard to the signs using galvanized steel pipes, reinforced to the bridge with galvanized steel braces, fiber optic / copper communication cabals and 3x2.5 sq. mm N2XY type electrical cables and all the materials and works including switch near every Field Equipment(sign of any sort) to be installed on this gantry. Measurement according to no. of gantries.	Item Gantry	33

Item	Description	Unit	Quantity
3.6.2	TSCS Vehicle Detection Sub-System		
3.6.2.1	VDS for Inductive Loop Detectors including all the software, control and communication equipment required for a complete functional VDS outstation.	Item	84
3.6.2.2	Inductive Loop Detector device (DSU) for up to 4 (four) physical loop	No	42
3.6.2.3	Inductive Loop Detector device (DSU) for up to 16 (sixteen) physical loop	Item	21
3.6.2.4	Dual Inductive Loop (2 loops) for one lane in the Mainline Detection Sites (MDS)	Item	150
3.6.2.5	Single Inductive Loop (1 loops) for one lane in the Exit ramps Detection Sites (EDS)	Item	30
3.6.2.6	VDS for Magnetometers Detectors including all the software, control, all necessary polls and mounting hardware and communication equipment required for a complete functional VDS outstation (in the MDS or EDS sites).	Item	20
3.6.2.7	Repeater (including battery pack for 10 yr. operation) for VDS for Magnetometers Detectors	Item	10
3.6.2.8	Single Magnetometers Detector (DSU) (Stad) to be installed in the lane (in the MDS or EDS sites) Includes reusable envelopes, sealing material etc.	Item	160
3.6.2.9	VDS/DSU for Microwave Detectors including all the software, control, all necessary polls and mounting hardware and communication equipment required for a complete functional VDS/DSU outstation (in the MDS or EDS sites).	Item	20
3.6.2.10	Cabinets for Vehicle Detection outstations including all necessary equipment fixtures for installing the VDS control and communication equipment.	Item	84
3.6.2.11	Power Cabinet (UPS) for the Vehicle Detection outstations, including UPS for the Vehicle Detection outstations including all necessary equipment fixtures, UPS batteries, and UPS control and communication equipment and including all necessary equipment fixtures for installing the UPS.	Item	84
3.6.3	Other Items		
3.6.3.1	Dismantling an existing LCS from existing gantry (more than 3 LCS per one gantry) including evacuation and disposal according to AHCo order.	Item	10
3.6.3.2	Dismantling an existing LCS from existing gantry (up to 3 LCS per one gantry) including evacuation and disposals according to AHCo order.	Item	20
3.6.3.3	Dismantling an existing VMS from existing gantry including evacuation and disposal according to AHCo order.	Item	9
3.6.3.4	Dismantling an existing cabinet of any Type including all necessary evacuation and disposal according to AHCo's requirements.	Item	120
3.6.4.	Integration works of third party equipment		
3.6.4.1	Participation on behalf of AHCo in AHCo's design team for implementing of third party Field Equipment to be incorporated in the TSCS (i.e. VMS, LCS, VDS, DSU, field UPS) including preparation of all required designs, specifications and	Item	3

Item	Description	Unit	Quantity
	documentation (i.e. ICD, testing procedures) as required by AHCo for this purpose.		
3.6.4.2	Design, development and implementation of all required TSCS software interfaces and HMI interfaces for the integration of third party Field Equipment to be incorporated in the TSCS (i.e. VMS, LCS, VDS, DSU, field UPS) as required by AHCo.	Item	3
3.6.4.3	Implementing all data and configuration definitions in TSCS data base and in TSCS software as required of all third party Field Equipment to be incorporated in the TSCS (i.e. VMS, LCS, VDS, DSU, field UPS) as required by AHCo.	Item	1
3.6.4.4	Design of all changes required in the TSCS communication infrastructure required for implementing of all third party Field Equipment to be incorporated in the TSCS (i.e. VMS, LCS, VDS, DSU, field UPS) as required by AHCo.	Item	3
3.6.4.5	Participation on behalf of AHCo in the equipment acceptance test (per site).	Item	45
3.6.4.6	Design, development and implementation of all required TSCS C2C software interfaces and HMI interfaces for the integration and data exchange with third party or AHCo's central systems or subsystems (i.e. other TSCS software that aren't mention in the Turnkey SOW) as required by AHCo.	Item	1

Item	Description	Unit	Quantity
3.7.1	Cabling and Infrastructure (According to plan -9701-412)		
3.7.1.1	Design of Power and communication infrastructure for one installation site(include all necessary for the design , plan and As-Made)	Site	50
3.7.1.2	Inspection of existing ducts and infrastructure include but not limited to, "Mendroll" , detection , inspection of the manhole etc.	day	40
3.7.1.3	Excavate a tranche for ducts according to item A including laying all needed pipes	Lin m'	1000
3.7.1.4	Excavate a trench for ducts according to item B including laying all needed pipes	Lin m'	1000
3.7.1.5	Excavate a trench for ducts according to item C including laying all needed pipes	Lin m'	1000
3.7.1.6	Excavate a trench for ducts according to item D including laying all needed pipes	Lin m'	1000
3.7.1.7	Excavate a trench for ducts according to item E including laying all needed pipes	Lin m'	1000
3.7.1.8	Excavate a trench for ducts according to item F including laying all needed pipes	Lin m'	1000
3.7.1.9	Supply Conduction concatenation Pipes for Underground Installation of Electrical and Communication Lines Model: "Cobra" or "Magnum" or equal. Diameters :110 mm with 8 mm Pulling rope According to ISI 1531 ISI 499, ISO 4427	Lin m'	1000

Item	Description	Unit	Quantity
3.7.1.10	Supply (HDPE) Multi-layered Conduction Pipes- (YAKA 11 ׁ"ק') in accordance with Bezeq standard and ISI 1531, fit for Conducting Optic fibers and commercial communication Diameter:75 mm supplied with a standard 8 mm pulling rope , SDR: 11 Outer color lines: According to customer's specifications (red , green , yellow , orange)	Lin m'	5000
3.7.1.11	Supply (HDPE) Multi-layered Conduction Pipes- (YAKA ק"11 ׁ) in accordance with Bezeq standard and ISI 1531, fit for Conducting Optic fibers and commercial communication Diameter:50 mm supplied with a standard 8 mm pulling rope , SDR: 11 Outer color lines: According to customer's specifications (red , green , yellow , orange)	Lin m'	5000
3.7.1.12	Supply and install of Manhole of 80cm' internal diameter till 2m' digging with 40 ton cover according to item and steps/ladder.(according to item H)	Item	10
3.7.1.13	Supply and install of Manhole of 60cm' internal diameter till 2m' digging with 25 ton cover according to item and steps/ladder.(according to item H)	Item	10
3.7.1.14	Supply and install of Manhole of 100cm' internal diameter till 2m' digging with 40 ton cover according to item and steps/ladder.(according to item H)	Item	20
3.7.1.15	restoring existing manhole include cleaning , fixing of the ring , cement, gravel and new cover with AHCo traffic control logo	Item.	20
3.7.1.16	Restoring and cleaning two (2) manhole and all the joint trench \ Conduction between them including: opening blockage, clean from all kind of waste , spreading pulling rope (8 mm made of bundle nylon),filling 5 cm of gravel This paragraph include all the required equipment include ,but not limited, sewage truck (high pressure water pipe) , water , man-hours etc.	Item	40
3.7.1.17	Supply and install armored Main optical fiber cable combined of 34SM+18MM	Lin m'	1000
3.7.1.18	Supply and install termination to armored optical fiber cable for of 34SM+18MM	Item	80
3.7.1.19	Supply and install armored optical fiber cable splicing for 34SM+18MM	Item	500
3.7.1.20	Supply and install armored optical fiber cable of 6SM include splicing and termination	Lin m'	1000
3.7.1.21	Supply and install armored optical fiber cable of 6MM include splicing and termination	Lin m'	1000
3.7.1.22	Fiber optic enclosure applied for the Main Optical Cable	Item	10
3.7.1.23	Outdoor one day working (installing fiber optic , enclosure , splicing using fiber optic outdoor splicer, OTDR testing)	Item	20
3.7.1.24	Fiber optic cables testing using OTDR including its documentation	Item	4
3.7.1.25	Supply and Install 5X10 sq.mm armored concentric power cable.	Lin m'	500
3.7.1.26	Supply and Install 5x16 sq.mm armored concentric power cable.	Lin m'	500

Item	Description	Unit	Quantity
3.7.1.27	Supply and Install 3X16 sq.mm armored concentric power cable.	Lin m'	500
3.7.1.28	Supply and Install 3x10 sq.mm armored concentric power cable.	Lin m'	500
3.7.1.29	Supply and Install 4x50 sq.mm armored concentric power cable.	Lin m'	500
3.7.1.30	Supply and Install 4x35 sq.mm armored concentric power cable.	Lin m'	500
3.7.1.31	Supply and Install termination to 5x10 sq.mm split armored concentric power cable.	Item	100
3.7.1.32	Supply and Install termination to 5x16 sq.mm split armored concentric power cable.	Item	100
3.7.1.33	Supply and Install termination to 3x16 sq.mm split armored concentric power cable.	Item	100
3.7.1.34	Supply and Install termination to 3x10 sq.mm split armored concentric power cable.	Item	100
3.7.1.35	Supply and Install termination to 4x50sq.mm split armored concentric power cable.	Item	100
3.7.1.36	Supply and Install termination to 4x35sq.mm split armored concentric power cable.	Item	100
3.7.1.37	Supply and installation Base Type A according to item K	Item	10
3.7.1.38	Supply and installation Base Type B according to item J	Item	10
3.7.1.39	Supply and installation Base Type C according to item I	Item	10
3.7.1.40	35 sq. mm bar copper wire.	Lin m'	500
3.7.1.41	Grounding Electrode diameter 19 mm depth up to 6 m Include 60mm manhole for the electrode	Item	6
3.7.1.42	Category 7 cables	Lin m'	1000
3.7.1.43	Loop Feeder Cable	Lin m'	200
3.7.2	Gantries and gantry structures		
3.7.2.1	Metal structure work and materials on existing gantries required for adaptation and mounting all sign and other equipment on it.	Site	27
3.7.3	Electrical Installation works in the TCC for TSCS		
3.7.3.1	Power point from main essential switchboard with 3x2.5 sq. mm cable and 23 mm conduit or plastic channel including opening and closing of floating floor and connection to existing switchboard.	Item	5
3.7.3.2	Ditto but from main existing UPS switchboard.	Item	5
3.7.3.3	Addition of 1x16A miniature circuit breaker (MCB) in existing switchboard including all the materials and works including terminals.	Item	10
3.7.3.4	Power outlets box "ADAPLAST" manufacturer D18 type.	Item	100
3.7.3.5	Inspection of electrical system performed by a certified inspections engineer including submitting of DWGs. Payment for the inspections and repairs as required.	Item	37

Item	Description	Unit	Quantity
3.7.4.	Field electrical works		
3.7.4.1	Electrical switchboard for the vehicle detection station (LDO) as described in the DWG. Made of reinforced self-extinguishing polyester, water proof (IP65), suitable for outside installation on concrete foundation. The switchboard will be size "0" and will include miniature circuit breakers, terminals and all the auxiliary equipment installed on foundation which was prepared by others.	Item	50
3.7.4.2	Addition to the above swb. Of UPS system similar to the existing UPS on Ayalon Highway but suitable to the equipment supplied by the contractor, including supply, installation and connection.	Item	50
3.7.4.3	Addition to the above swb. Of a pair of batteries 12 volt, 75 Ah. (pair of batteries = unit)	Item	50
3.7.4.4	Inspection of the existing cables laid in conduits and manholes between electrical swbs. (FP) and loop detectors outstations (LDO) including connections in the two sides and all the materials and works, opening and closing of manholes etc. (measurements according to quantities of cables.	Item	33
3.7.4.5	Electrical switchboard for traffic signs bridge as described in DWG. Made of extinguishing reinforced polyester installed on the bottom level of the bridge, including all the internal equipment, switches, terminals, auxiliary equipment, spare place, door, etc.	Item	33
3.7.4.6	Inspection of the existing cables laid in conduits and manholes between electrical swbs. (FP) and sign bridges including connections in the two sides and all the materials and works, opening and closing manholes etc. (measurements according to quantities of cables.	Item	33
3.7.4.7	Inspection of existing earthing systems in sign bridges and their completion including potential equalizing bars, earthing wires etc. all necessary to receive complete earthing systems for sign bridges (measurements according no. of bridges)	Item Gantry	33
3.7.4.8	Inspection of electrical system performed by a certified inspections engineer including submitting of DWGs. Payment for the inspections and repairs as required. Measurements complete for all bridges and LDO'S fed from the same swb. (FP). (Measurements according to no. of FP).	Item	20
3.7.4.9	Dismantling of existing old switchboard in the bottom of sign bridge and replacing it with new switchboard including supply install and connect of new electrical switchboard.	Item	32
3.7.4.10	Disconnection of the existing electrical system from the existing LDO and connecting it to new equipment.	Item	50
3.7.4.11	Foundation grounding for a VMS Console in cross (section 324 approx) according to plan and Israeli standard 4271 including all materials and welding works.	Item	1
3.7.4.12	Connection of the new VMS Console in cross (section 324 approx) to the existing TSCS including 80 cm. dia manholes with D400 covers. Connecting to the existing	Item	1

Item	Description	Unit	Quantity
	infrastructure, and 2x75 mm. conduits between manhole and bridge.		
3.7.5.	Engineering\ Programming hourly work rate		
3.7.5.1	Senior computer hardware\software engineer	hour	500
3.7.5.2	Computer hardware\software engineer	hour	500
3.7.5.3	Senior software programmer	hour	500
3.7.5.4	Software programmer	hour	500

Appendix 18

List of primary advisors to the Tender Committee

- Goldfarb Seligman & Co., Law Offices
- Israel Besso
- M.M.I. Risk Management & Consultants Ltd.
- Rangecom Electronics Ltd
- Shmuel Tzirkel - Transportation Systems Design & Consulting Services
- Yehuda Darwin
- Yoav Sacks Engineering Ltd.
- Zion Zhut – Z.Zhut engineering Ltd.

Notes:

Goldfarb Seligman & Co., Law Offices (hereinafter "the Office") serves as a legal counsel of the Company and to the Tender Committee regarding this Tender. The Tender Committee informs the Bidders that the Office is one of the largest law firms in Israel, with more than 70 partners and more than 200 advocates, and it might be, due to size of the Office, that one of the partners in the Office has provided legal services (with no connection to the Tender) to an entity that in the end will be discovered as a Bidder (or member in a Bidder). At this stage the Office have no knowledge of any such case. In any case the Office, including any partner or advocate at the Office, shall not provide any legal services to any person and/or entity regarding this Tender.

By submitting a Bid, the Bidder waives any claim regarding the above.

Appendix 19

This form has to be filled out, duly signed and submitted by each Proponent together with the Proponent's Proposal in response to the Tender/Request for Proposals referred to below. Failure to comply with this requirement may disqualify the Proponent's Proposal. The Proponent shall be referred to herein as the "Supplier".

Annex to Invitation to Tender no. 17/15, issued by Ayalon Highways Co. Ltd. (Hereinafter referred to as the "Buyer") dated August 2015, for acquisition, Installation and Integration of Traffic Surveillance and Control System ("TSCS").

Foreign Supplier's Industrial Cooperation Undertaking

As per the Mandatory Tenders Regulations

(Mandatory Industrial Cooperation), 5767-2007 (hereinafter the "Regulations")

We, (name of Supplier) _____

having offices at (full address) _____

Commit to the State of Israel that in the event of winning the above mentioned Tender/Request for Proposals (hereinafter referred to as the "Tender"), we shall put into practice Industrial Cooperation in Israel, in accordance with the outlined below:

1. We are aware of the fact that this undertaking is provided pursuant to the Regulations and that the terms used herein shall have the same meanings as ascribed to them in the Regulations.
2. The extent of Industrial Cooperation that shall be carried out by us, shall equal at least 35% of the value of the contract or of the transaction, that will be concluded with us, in the event of winning this tender in whole or in part. With respect to the foregoing, the value of the contract or transaction shall also include the following: (i) the exercise of any option related thereto; (ii) any follow-on procurement in excess of USD 500,000 that is made within a period of five years from the date of the original contract and (iii) any acquisition of spare parts, training activities, maintenance, technical

assistance, guarantees etc. that will be procured from us, in connection with the main services and/or products acquired from us, within the framework of the Tender.

3. We are aware that our undertaking for Industrial Cooperation may be fulfilled by using any of the following means: local subcontracting, investments, Know-How transfer, R&D, acquisition of Israeli products, work or services, or by any other means if approved in advance by the Industrial Cooperation Authority ("ICA"), but excluding those listed in clause 10 bellow.
4. (a) Within the framework of our undertaking, we commit to carry out Local Subcontracting in a value not less than 20% of the contract/transaction value and additionally, carry out Industrial Cooperation in one or more of the other ways set forth in clause 3 above, in a value not less than 15 % of the contract/transaction value.
(b) We are aware that once we've committed to carry out Local Subcontracting in the value outlined above, at the end of work done, we'll have to provide the Buyer and the ICA with a signed by a CPA report, indicating the value and nature of Local Subcontracting actually materialized.
5. We are aware of that in accordance with the provisions of the tender, we are required to provide in conjunction with our price proposal and this duly signed undertaking form, a detailed fulfillment program with respect to our undertaking, in the event that we win the Tender, as further described below in clause 11. Failure to provide the fulfillment program as required will disqualify our bid.
6. We are aware that if we win the Tender, the ICA will be in charge on behalf of the Government of Israel with the appraisal, classification and monitoring of the hereby attached fulfillment program.
7. Our undertaking for Industrial Cooperation shall be carried out within 3 years as of the effective date of the contract/transaction the subject of the tender. The ICA may upon request, approve an extended period of time for the fulfillment of our undertaking, considering the nature of Industrial Cooperation to be implemented or the complexity of the contract/transaction. In any case, our undertaking for Industrial Cooperation remains in force until completed.
8. The records of ICA pertaining to the execution of our undertaking shall be *prima facie* evidence in any matter relevant to the fulfillment of this requirement in the tender.
9. We are aware that in order to value the extent of Industrial Cooperation activities carried out by us pursuant to this undertaking, the following rules shall apply:

(a) New or incremental procurement by the Supplier of Israeli products or services, compared to the Supplier's average extent of procurements carried out in the last three years, or the award of orders for local subcontracting, **both comprising a level of Israeli added value of at least 35%**, shall result in Industrial Cooperation credits in a value of 100% of the business deal nominal price.

(b) In some instances, subject to the rules to be published and on a case by case basis, the ICA will be entitled to grant credits exceeding 100% of the business deal price, by virtue of Industrial Cooperation activities of a unique nature, or activities implemented with preferred industry sectors and regions.

10. Furthermore we are aware that:

(a) Any grant that was provided by the Government of Israel as part of a plan for an investment, acquisition or funding of a R&D project shall not be taken into account for the purpose of calculating our Industrial Cooperation.

(b) Expenditures such as: agent commissions, personnel expenses, office expenses and other expenses that were incurred for the purpose of promoting our sales in Israel, shall not be recognized as Industrial Cooperation activities.

(c) Purchase of shares of Israeli companies to which the Securities Law 5728-1968 applies, to the extent in which the purchaser is not deemed to be "*a party with an interest*" as defined in the said Law, will not be considered as Industrial Cooperation.

(d) Any activity of ours with the Israeli industry that was carried out prior to being awarded with the Buyer's contract shall not be eligible for crediting purposes.

(e) Any Industrial Cooperation activity to be carried out by us which is not part of our fulfillment program will be subject to ICA's prior approval.

(f) Activities of the Supplier with Israeli industry due to which credits are to be requested, but at the same time are to incur offset/Industrial Cooperation obligations on the Israeli industry, will be subject to the ICA's earlier written approval on a case by case basis, otherwise, same activities shall not be eligible for crediting purposes.

11. Aimed at demonstrating our serious intentions regarding the fulfillment of our undertaking, we commit to take the following steps:

(a) To furnish along with the submission of our bid or price proposal (the latest between the two), a fulfillment program for our undertaking, if we win the above mentioned tender. We will use Attachment A to specify the program including as many details as possible of subjects for Industrial Cooperation with the Israeli industry, implementation mile stones and time frame of completion, having regard to activities as outlined in clause 3 above.

(b) Part of that program will be the appointment and written notification of a competent person to act as our Industrial Cooperation Coordinator (ICC), who will be responsible on our behalf for the

fulfillment of this undertaking, for managing the activities in this regard and serve as our contact with the ICA, with the Israeli industry and other business entities. The appointee's name and position in our organization and all other complementary information will be fully outlined in the program submitted.

In case the ICC is replaced at any time in the future, we are committed to notify the ICA within 72 hours from the time the replacement took place.

(c) To take all conventional measures, including the use of consultation services, conducting a professional survey in Israel, visiting business entities in Israel and vice versa, or any other means aimed at the examination of business feasibilities in Israel.

(d) Once every year (on January 31) and until our undertaking is fully satisfied, we shall furnish the ICA with written - in a format to be set by the ICA - reports, having regard to the fulfillment of our undertaking for Industrial Cooperation, which will include the following data:

(1) Full identifying details of orders for Israeli products, work and services, local Subcontracts, investments or any other Industrial Cooperation activities carried out during the reporting period, subject to the rules set forth in clause 9 above.

(2) Any additional information that might be required by the ICA, regarding activities we've carried out aimed at the fulfillment of our undertaking.

Non compliance with any of the requirements outlined in clause 11 will be deemed as a violation of our undertaking.

12. All communications on our behalf having regard to the fulfillment of this undertaking will be sent to the ICA at the following address:

Industrial Cooperation Authority

Ministry of Economy

86 Menachem Begin Rd.,

P.O. Box 36049 Tel Aviv 67138, Israel.

Tel: +(972) 3 7247514 Fax: +(972) 3 7347639

Signature of an authorized officer on behalf of the Supplier:

If the bid is submitted by an importer and/or a leasing services provider, this document should be signed by an authorized officer on behalf of the foreign manufacturer of the goods or services to be supplied pursuant to the a.m. tender.

Name: _____ Title: _____

Phone No.: _____ Fax No: _____

Signature: _____ Date: _____

Email: _____ Web Site: _____

Attachment A

To the

Industrial Cooperation Undertaking

Related to Tender No 17/15 For acquisition, Installation and Integration of Traffic Surveillance and Control System ("TSCS")

Issued by Ayalon Highways Co. Ltd_Dated August 2015

Pursuant to clause 11(a) of the a.m. document, we (full company name)
....., hereby submit our Fulfillment Program, that
will serve as our initial draft, aimed at the satisfaction of our a.m. undertaking, as follows:

1. In accordance with clause 3 of our undertaking, our fulfillment activities will be in the fields of one or more of the following Industrial Cooperation Categories:

- | | |
|---|--|
| <input type="checkbox"/> Local Subcontracting | <input type="checkbox"/> R&D Orders |
| <input type="checkbox"/> Investments | <input type="checkbox"/> Acquisition of Israeli Products, Work or Services |
| <input type="checkbox"/> Know-How transfer | <input type="checkbox"/> Other |

2. Anticipated / Approximate dates of the following mile stones implementation:

- a. Conducting an Israeli industry survey:
- b. Projects and partners selection:
- c. Starting date of IC activities implementation:
- d. Full program accomplishment:

3. Following is our prospective Fulfillment Program.

Industrial Cooperation Category	Transaction Description	Estimated Timeframe		Names of Israeli Entities Involved	Transaction Value	Israeli entity's Contact Person info.
		Start Date	Due Date			
Total Fulfillment Value						

(Additional records, should be registered in the same matrix format).

4. Following is the info of our Industrial Cooperation Coordinator (ICC)

I.C.C. Name:Title:.....

Full address:.....

Tel. no..... Fax no:.....

Cell:..... EMail:.....

Signature of an authorized officer on behalf of the Supplier

Name: Title:

Signature: Date:

Note: For further clarifications or assistance in filling out this document, feel free to contact the corresponding ICA representative, to be found at: www.ica.gov.il

Appendix 20

