



Tender No. 36/17

**For the Design, Acquisition, Installation, Integration,
Training, Support and Maintenance of an
Automated Vehicle Occupancy Detection System**

TENDER CONDITIONS AND INSTRUCTIONS

Volume A

October 2017

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TENDER CONDITIONS AND INSTRUCTIONS

1. **INTRODUCTION**

1.1. **General**

1.1.1. Ayalon Highways Co. Ltd (hereinafter the "**Company**"), on behalf of the Israeli Ministry of Transport and Road Safety and the State of Israel, hereby requests proposals from any eligible Bidder that complies with the requirements specified in this Tender for the Design, Acquisition, Installation, Integration, Training, Support and Maintenance of an Automated Vehicle Occupancy Detection System, as a turn-key project, all as described in the Tender Documents.

1.1.2. The Company is a governmental company owned by the State of Israel, acting, inter alia, 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 Tel Aviv metropolitan area.

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 Tender Documents.

1.2.1. The State of Israel is currently working on several infrastructure projects in order to address traffic congestion at the entrance points to metropolitan cities. One of the main solutions is the establishment of special traffic lanes, which are limited for use by public transportation vehicles, or other private high occupancy vehicles ("**HOV**").

1.2.2. The Company intends to evaluate and acquire advanced technology that is able to identify the number of passengers in a vehicle, to provide an operational and enforcement solution and to expand the use of some of the special traffic lanes to carpool and other uses. The above is aimed to maximize the use of infrastructure and minimize congestion, as well as identify the unauthorized use of special lanes.

1.2.3. **The AVOD System**

In order to meet the above objectives, the Company wishes to purchase an AVOD system, which will be offered by the Bidder in response to the Tender. Each system shall include all the services listed below (if applicable):

1.2.3.1. Software licenses.

1.2.3.2. Hardware.

1.2.3.3. Technological means for automated vehicle occupancy detection. To the extent distribution of equipment and means to end users is required, establishment and operation of a distribution system for such equipment and provision of all other associated services.

- 1.2.3.4. Operational plan.
- 1.2.3.5. Installation and accessories.
- 1.2.3.6. Coordination of the installation with the relevant parties.
- 1.2.3.7. Seamless transfer of data between systems that have an interface with the Central Management and Control System.
- 1.2.3.8. Forming communication between the elements of the system and the Central Management and Control System.
- 1.2.3.9. Acceptance tests according to the acceptance tests specifications that will be prepared by the Contractor and submitted to the Company in advance for approval. [special reference is made to the SOW]
- 1.2.3.10. Preparation of operating and maintenance procedures.
- 1.2.3.11. Two (2) years warranty, support and maintenance services for each AVOD System, commencing upon completion of installation of each AVOD System, as detailed in the Agreement.

1.3. The Scope of the Project

The scope of the Project is divided into two stages – the Basic Stage and the Optional Stage.

1.3.1. The Basic Stage:

- 1.3.1.1. Purchase of 20 AVOD System units that will be installed in various locations along special traffic lanes.

Or alternatively:

Purchase of a comprehensive AVOD system that supports 100 km (not continuous) of special traffic lanes.

Please see the SOW for a detailed description of the alternatives.

- 1.3.1.2. Design, supply, install and maintain of a Central Management and Control System unit for the managing entity, which includes data collection, data processing and management station(s) [special reference is made to the SOW].

The scope of the Works in the basic stage includes all that is required for full operation of AVOD System that meets the functional requirements detailed in the Tender documents [special reference is made to the SOW].

1.3.2. The Optional Stage:

The Company will have the option to purchase each of the following optional components and services. **The purchase of each component included in the optional stage, in whole or in part, shall be at the Company's sole discretion.**

- 1.3.2.1. Design, supply, install and maintain of additional AVOD System units, or additional kilometers which the AVOD System will support (in excess of the basic stage) ("**Additional Units**"). The Bidders are required to propose a discount for the Additional Units that may be purchased in the framework of the optional stage.
- 1.3.2.2. Yearly warranty, support and maintenance services (in excess of the warranty included in the basic stage), for a total period of up to eight (8) years, as detailed in the Agreement [special reference is made to the SOW].
- 1.3.2.3. Break & Fix Maintenance services, including supply of original spare parts and complementary products and systems, as detailed in the Agreement [special reference is made to the SOW].
- 1.3.2.4. Professional services, including development of interfaces to additional peripheral systems that interface with the Central Management and Control System (such as billing, enforcement etc.), as detailed in the Agreement.

1.3.3. Works performed by the Company

The Company shall be responsible only for the execution of the following provisions:

- 1.3.3.1. Electricity and communication services, feeds and related payments.
- 1.3.3.2. Statutory approvals.
- 1.3.3.3. Coordination with the relevant authorities for the purpose of installation and maintenance (lane closures, police, etc.).

For the avoidance of doubt, the Company will not be required to perform any other obligation with respect to the Project that is not specified in Clause 1.3.3 above, and all other obligations with respect to the Project will be the sole responsibility of the Contractor.

- 1.3.4. As detailed in Section 27.7.2 of the Agreement, the Company may assign its rights and obligations under the Agreement, in whole and in part, to the MOT or any other governmental and/or public body and/or agency and/or private concessionaires for operating special traffic lanes.

1.4. General description of the Tender procedure

The information contained below provides a brief and general overview of the Tender procedure. Such information does not derogate from any of the provisions of the Tender as set forth in the Tender Documents in detail.

Stage A Pre-Qualification Requirements	The Company will determine if the Bidder and the Bid are in compliance with the Pre-Qualification Requirements set forth in Clause 4 below.
Stage B Quality evaluation	The Company will examine and evaluate the quality of the Bidders and the Bids that were prequalified and advanced to this stage. The evaluation will be conducted according to Clause 10 below.

Stage C Evaluation of the price proposal	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 11 below.
Stage D Weighting of the Bids	The price proposals of the Bids that were evaluated in the previous stage will be weighted together with the quality factor. The weight of the quality factor will be 70% of the total score of the Bid, and the weight of the price factor will be 30% of the total score of the Bid. The weighting will be conducted according to Clause 12 below.
Proof of Concept	The Bidder who has been declared as the Qualified Bidder according to Clause 12 below shall conduct a trial run to demonstrate the proposed AVOD System feasibility, and Company will examine the AVOD System offered by the Qualified Bidder. The examination of the Proof of Concept will be conducted according to the Clause 13. The Company may decide that another Bidder will also advance to the POC stage, as detailed in Clause 13 below.

1.5. The Term of the Agreement

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

1.6. 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:

- 1.6.1. First deadline for submission of requests for clarifications and interpretation on 23.10.2017 at 12:00 (local Israeli Time).
- 1.6.2. Second deadline for submission of requests for clarifications and interpretation on 2.11.2017 at 12:00 (local Israeli Time).
- 1.6.3. Last date for submission of Bids on 19.11.2017 no later than 12:00 (local Israeli time) ("**Final Bid Submittal Date**").

1.7. 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:

- "**Agreement**" The agreement attached as Volume B of the Tender Documents.
- "**Authorized State**" A state which is a member of the OECD and has full diplomatic relations with the State of Israel.
- "**AVOD System**" An advanced technological system that performs automated detection of vehicle occupants and fulfill all the functional requirements as detailed in

Definitions:

	the Tender Documents. .
"Bid"	The bid to be submitted by each Bidder in accordance with the terms of the Tender Documents.
"Bidder"	An entity that submitted a Bid in accordance with the Tender Documents.
"Control"	(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; or (iv) the ability to direct the operation of the controlled entity.
"Final Bid Submittal Date"	As defined in Clauses 1.6.4.
"Management and Control System"	As detailed in Section 6 of the SOW.
"Major Subcontractor"	Entity which is designated to execute a significant part of the works, or are designated to provide significant services or goods, required for the Project, duly organized and validly existing under the laws of Authorized State.
"Minimum Performance Criteria"	Minimum Performance Criteria set forth in 9.2 of the SOW.
"Minimum Quality Grade"	As defined in Clause 10.3.
"MOT"	Israel Ministry of Transport and Road Safety the State of Israel.
"Price Proposal Form"	Price Proposal Form attached hereto as Appendix 2.1.
"Project" or "Works"	As such terms are defined in the Agreement.
"Related Entity"	A direct parent company exercising Control over the Bidder or the Major Subcontractor, or a direct subsidiary, Controlled by the Bidder or the

Definitions:

	Major Subcontractor
" Second POC Bidder "	As defined in Clause 12.3.
" SOW "	The Statement of Work attached as Volume C of the Tender Documents.
" System Accuracy " or " Accuracy "	As defined in Section 9 of the SOW.
" Technical Documents "	As defined in Clause 5.3.
" Tender "	This Tender issued by the Company which invites local and international entities to submit proposals for Design, Acquisition, Installation, Integration, Training, Support and Maintenance of an Automated Vehicle Occupancy Detection System.
" Tender Committee "	The Tender Committee of the Company.
" Tender Documents "	The documents detailed in Clause 2 hereof and any clarification and/or addendum thereto made by the Tender Committee in writing.
" Total Price Proposal "	As defined in Clause 6.4.
" 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.

2. **THE TENDER DOCUMENTS**

2.1. The Tender Documents shall comprise the following:

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

2.1.1.1. Appendix 1 - Information about the Bidder;

2.1.1.2. Appendix 2 - Proposal Form;

2.1.1.3. Appendix 2.1 – Price Proposal – to be submitted in a separate sealed envelope.

- 2.1.1.4. Appendix 3 - Bidder's Representation;
 - 2.1.1.5. Appendix 4 - Attorney's approval;
 - 2.1.1.6. Appendix 5 - Affidavit according to the Public Entities Transactions Law, 1976 (in Hebrew);
 - 2.1.1.7. Appendix 6 - Bidder's statement;
 - 2.1.1.8. Appendix 7 - Certificate by the Bidder's auditor;
 - 2.1.1.9. Appendix 8 - Affidavit to demonstrate compliance with the requirements of Clause 4.2;
 - 2.1.1.10. Appendix 9 - Major Subcontractor Performance Undertaking;
 - 2.1.1.11. Appendix 10 - Industrial Cooperation Undertaking;
 - 2.1.2. **VOLUME B** - The Agreement with all of its Exhibits.
 - 2.1.3. **VOLUME C** - Statement of Work ("SOW").
- 2.2. 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 Bid.

3. **ELIGIBILITY TO SUBMIT THE BID**

- 3.1. A Bidder may be either:
- 3.1.1. 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 4 below.
 - 3.1.2. An entity (company or registered partnership) duly organized and validly existing under the laws of Authorized State, in compliance with all of the pre-qualification requirements set forth in Clause 4 below.
- In the event that such Bidder will be declared as the Winning Bidder, the engagement of the Company with such Bidder will be subject to registration of the Bidder as a Foreign Company or as a Foreign Partnership (as applicable) as these terms are defined in the Companies Law, 5759-1999;
- 3.1.3. An entity (company or registered partnership) duly organized and validly existing under the laws of the state of Israel, which has contracted with a Major Subcontractor, and that are jointly in compliance with all of the pre-qualification requirements set forth in Clause 4 below.
- 3.2. **Major Subcontractor**:

- 3.2.1. In the event that the Bidder has contracted with a Major Subcontractor for the purpose of submitting the Bid pursuant to Clause 3.1.3 above, such Major Subcontractor will execute an irrevocable Performance Undertaking, in the form attached hereto as Appendix 9, pursuant to which the Major Subcontractor shall guarantee the full and adequate performance by the Bidder of all of the Bidder's obligations under the Agreement and/or under any of the other Tender Documents, such that in the event that the Bidder fails to perform any of its aforesaid obligations, the Major Contractor will be fully liable towards the Company for the performance of all the obligations.
- 3.2.2. Such Major Contractors Performance Undertaking shall be considered a contract in favor of a third party, as defined in the Israeli Contracts Law (General Part), 1973.
- 3.3. Each Bidder shall provide as part of its Bid, copies of its charter documents (which shall include at least the Bidder's incorporation certificate and articles of association) 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. In the event that a Bidder requests to demonstrate its compliance with the Professional Pre-Qualification Requirements set forth in Clause 4.2 below through a Related Entity, then such documents shall be provided also by that Related Entity.
- 3.4. On 16 August 2016, the Accountant General of Israel published pre-qualification tender documents for the planning, financing, construction, operation and maintenance of major Park & Ride areas (the "**PQ Process**").

Any Bidder including the Major Subcontractor may not enter into an arrangement pursuant to which exclusivity will be granted to exercise any of the Project components to one of bidders who submitted a bid for the PQ, or any Related Entity of such bidder, or any other entity that took part in a bid submitted for the PQ Process. Failure to comply with this requirement shall disqualify the Bid and/or shall be deemed a material breach of the Agreement.
- 3.5. A Bidder or Major Subcontractor cannot submit or otherwise participate, directly or indirectly, in more than one Bid. For the purpose of this Clause, the terms "Bidder" and "Major Subcontractor" shall include any entity which has Control over such Bidder or Major Subcontractor, or is Controlled by such Bidder or Major Subcontractor or is Controlled by an entity which has Control over such Bidder or Major Subcontractor.

4. **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.

4.1. General Pre-Qualification Requirements

- 4.1.1. The Bidder's (and the Major Subcontractor, if relevant) latest audited financial statements do not include a going concern notice, and is not in administration, liquidation, receivership, bankruptcy or winding up process or the like and there are no pending applications or petitions with regard thereto and it is not insolvent.
- 4.1.2. The Bidder has all the required approvals and affidavits under the Public Entities Transactions Law, 1976, valid to the Final Bid Submittal Date.

4.2. Professional Pre-Qualification Requirements

The Bidder, by itself or by a Related Entity or by Major Subcontractor or by a Related Entity of the Major Subcontractor, is fully in compliance with all of the requirements set forth below:

- 4.2.1. It is the owner of or holds a perpetual, irrevocable, license for the entire Agreement term including the option and warranty terms for all rights, including all intellectual property rights (IP), in the software and hardware components (if applicable) of the AVOD System that is proposed in the Bid and has the right to assign such rights to the Company in accordance with the Agreement;
- 4.2.2. It supplied, installed and integrated at least one (1) System, in another project in the world, and that System is currently operating.
- 4.2.3. It has executed at least three (3) Successful Trials of the proposed AVOD System.
- 4.2.4. It has at least three (3) years of experience in building and/or operating and/or providing maintenance services of ITS System.

Definitions regarding the Pre-Qualification Requirements:

The words and expressions in Clauses 4 above shall have the meaning hereby assigned to them, as follows:

"ITS System" Systems that are technological in nature such as electronic (hardware/software) systems, communication systems, etc., that are integrated with road infrastructure and/or vehicles, in order to increase the efficiency of transportation flow and/or to enhance the safety of the road users and/or to reduce environmental damage.

"Successful Trial" Process conducted in order to demonstrate the functioning, quality, and ability to meet specified requirements of the system for a client, each of which individually has fulfilled all the following requirements:

- a) The trial was performed in traffic lanes in which at least 3,000 vehicles pass through on a daily basis;
- b) The trial tested at least 1,000 license plates of vehicles.
- c) The proposed AVOD System has performed automated detection of vehicle occupants in each trial with at least 92% Accuracy.
- d) The proposed AVOD System has performed a combined automated and manual detection of vehicle occupants with at least 98% Accuracy.

"System" System that performs automated detection of vehicle occupants with at least 92% Accuracy.

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

5.1. In order to demonstrate compliance with the Pre-Qualification Requirements of Clause 4 above, and in order to examine and evaluate the quality of the Bidders and the Bids, each Bidder shall provide as part of its Bid the following documents:

5.1.1. To demonstrate compliance with the requirements of Clause 4.1.1 above, the Bidder shall provide as part of its Bid a certificate signed by its auditor (and for a Major Subcontractor, the auditor of the Major Subcontractor), in the form attached hereto as Appendix 7.

5.1.2. To demonstrate compliance with the requirements of Clause 4.1.2 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.

5.1.3. To demonstrate compliance with the requirements of Clause 4.2 above, the Bidder (or the Major Subcontractor, if relevant) shall provide as part of the Bid a signed affidavit in the form attached hereto as Appendix 8, and may attach to this affidavit approvals and/or documents that demonstrate its compliance with the Pre-Qualification Requirements and in order to examine and evaluate the quality of the Bidders and the Bids, including approvals from third parties for which the Bidder has provided its services and that were included in its affidavit.

Without derogating from the above, the said approvals may include all details that may assist the Company to understand that the projects/works included by the Bidder in its affidavit are in compliance with all Pre-Qualification Requirements set forth in Clause 4.2 above.

5.2. The Bidder shall also attach to its Bid the following documents:

5.2.1. Information about the Bidder in the form attached hereto as Appendix 1;

5.2.2. A full and signed proposal form in the form attached hereto as Appendix 2;

5.2.3. A full and signed price proposal form in the form attached hereto as Appendix 2.1. **The price proposal form shall be submitted in a sealed, closed and separate envelope.**

5.2.4. A confirmation of understanding the Tender conditions and instructions in the form attached hereto as Appendix 3;

5.2.5. A signed approval by the Bidder's attorneys, in the form attached hereto as Appendix 4, that details and/or approves the following information:

5.2.5.1. The Bidder has the corporate power to sign the Bid and the Agreement and to execute of the Project and the Works pursuant to the Agreement according to its charter documents.

5.2.5.2. 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.

- 5.2.6. Copies of the charter documents of the Bidder as set forth on Clause 3.3 above.
 - 5.2.7. To the extent applicable, Performance Undertaking duly executed by the Major Subcontractor in the form attached hereto as Appendix 9.
 - 5.2.8. To the extent applicable, Industrial Cooperation Undertaking, in the form attached hereto as Appendix 10, including all attachments thereto.
- 5.3. The Bidder shall provide as part of the Bid the documents and/or details set forth in this Clause 5.3 below, based on and in compliance with the SOW and the Tender (the "**Technical Documents**"). The Company will examine and evaluate the Technical Documents as part of the quality evaluation that will be conducted according to Clause 10 below. The Technical Documents provided by the Bidder shall form an integral part of its Bid:
- 5.3.1. AVOD System Specifications - the specifications, design, architecture and functionality of the AVOD System, including the equipment, components, software and hardware that would be used if its Bid will be announced as the winning Bid ("**Equipment**"). In this regard, the Bidder is required to state the type and model of the Equipment, the name of the manufacturer and if it has used this Equipment in the past and where.
 - 5.3.2. Proposed Service Level Agreement (SLA), pursuant to Company's general SLA guidelines and requirements set forth in the SOW.
 - 5.3.3. Warranty Plan including Preventive Maintenance Plan and Corrective Maintenance Plan.

5.4. **It is hereby clarified that the announcing of any Bid as the winning Bid by the Company will not, in any way, be considered as an approval by the Company of the Technical Documents that will be presented by the Bidder in its Bid. Without derogating from the above, the Company will have the sole discretion not to approve any of the Technical Documents even if such Technical Documents were included in the Bid.**

As a precondition to the Company's engagement with the Winning Bidder, the Company shall have the right to review the Technical Documents and may provide rejections and revisions to be made in respect thereof to the Winning Bidder.

5.5. The Tender Documents must be signed by a person or persons duly authorized to sign on behalf of the Bidder. 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.

5.6. A Bidder must provide all the above mentioned documents as part of its Bid.

6. PRICE PROPOSAL

- 6.1. As mentioned above, the scope of the Works included in the Project is divided into several components. Bidders are asked to provide a price proposal for each one of the components according to the Price Proposal Form attached hereto as Appendix 2.1.
- 6.2. Bidders shall fill out the Price Proposal Form for each component and quote a price for each item in the Price Proposal Form, all in accordance with instructions and the conditions set forth below:

[Please see notes and instructions for completing the Price Proposal Form below]

#	Portion of the Consideration	Unit of Measure	Quantity for Calculation	% Discount	Price per Unit	Total Cost
			A	B	C	D
1	Consideration for AVOD System (for the first 20 units/100 Km) (Basic Units)	Unit/5 Km	20	X	Note A	
2	Consideration for additional Units/Supported Segments (Optional Units)	Unit/5 Km	1	Note B	Note B	
3	Consideration for Management and Control System	Unit	1	X	Note C	
4	Consideration for additional yearly warranty services (following the basic warranty)	Annual Cost	6	Note D	Note D	
5	Professional services	Discount Rate	1000	Note E	74\$ Note E	
6	Total Price Proposal – sum of Column D		X	X	X	Note F

- 6.3. The Bidder must complete all the boxes, other than those marked with an “X”, which are not applicable.
- 6.4. 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 proposal in accordance with the quantities set forth in the Price Proposal Form. Such calculation will conduct only for the purpose of comparing between the Bids (the "**Total Price Proposal**"). The components of the Project shall be purchased according to purchase order issued by the Company to the Winning Bidder, and subject to the terms of the Agreement.
- 6.5. The Bidder shall not provide any negative values (less than zero). If the Bidder submits any negative values, the Company shall consider it as a value of zero.
- 6.6. All prices quoted in the Price Proposal Form shall be in US Dollars, and shall not include Value Added Tax (VAT). Any price presented in any other currency shall be considered as if it is in US Dollars.

- 6.7. The Bidder shall choose from the alternatives set forth in the Price Proposal Form the exchange rate to which the prices will be linked.
- 6.8. If a miscalculation has occurred, and the total price for an item and/or for all the component/s as mentioned by the Bidder in the Price Proposal Form is incorrect, then the prices proposed by the Bidder for any individual (1) item as stated in column C (price per unit) shall prevail, and the total price for the item and/or the segment shall be recalculated by the Company. The Company reserves the right to correct arithmetical errors.
- 6.9. **Notes and instructions for completing the Price Proposal Form:**

A. In cell C1, the Bidder should submit the proposed price for the design, supply and install of:

- a) One (1) AVOD System Unit, which shall be the proposed price for twenty (20) AVOD System Units ("**Unit**");

Or:

- b) 5 km of HOV lanes that the AVOD System supports ("**Supported Segment**"), which shall be the proposed price for 100 km (not continuous) of HOV lanes.

The proposed AVOD System must fulfill the functional requirements as detailed in the SOW. The price shall include all the costs necessary for the full functionality of the AVOD System, including two (2) years warranty services.

B. In cell B2, the Bidder should submit a proposed discount rate for purchase additional AVOD System Unit/Supported Segment (in addition to the first twenty Units/Supported Segments). For the purpose of calculation of the price proposed for this component, the discount rate should be presented as a percentage of the price proposed for the basic units as quoted in cell C1. For example, if the proposed discount rate is 5%, the Bidder should submit in cell B2 value of 95%.

In cell C2, the Bidder should submit the same value as in cell C1. In the event that the Bidder submits two different values in these cells, the Company will consider the lower of the two.

C. In cell C3, the Bidder should submit the proposed price for the Management and Control System.

The proposed Management and Control System must fulfill the functional requirements as are detailed in the SOW. The price shall include all the costs necessary for the full functionality of the Management and Control System including two (2) years warranty, support and maintenance services.

D. In cell B4, the Bidder should submit the proposed annual rate (as a percentage of the price per Unit/Supported Segment) for additional yearly warranty, support and maintenance services for each Unit/Supported Segment (in excess of those included in the price per Unit/Supported Segment), as is detailed in the Agreement.

The rate of the additional yearly warranty, support and maintenance services shall be between 0-30%.

In cell C4, the Bidder should submit the same value as in cell C1. In the event that the Bidder submits two different values in these cells, the Company will consider the lower of the two.

E. The value in cell C5 represents the average maximum cost for professional services, as detailed below:

Service Provider	Maximum Cost per Hour (\$ US)
Expert on behalf of the manufacturer – remote work	100
Expert on behalf of the manufacturer – work in Israel	150
Project Manager	80
Architect	60
Programmer	50
Technical Instructor	40
Technician	40
Average Maximum Cost per Hour	74

In cell B5 the Bidder should submit the proposed discount rate in respect of the average maximum cost per hour of the professional services. The proposed discount rate will apply with respect to each of the professional services providers listed above.

F. The total sum in cell D6 shall be the Bidder's Total Price Proposal. The Bidder should complete column D per the equations provided in the Price Proposal Matrix above.

- 6.10. For the avoidance of doubt, it is hereby clarified that annual Break & Fix Maintenance services, including supply of original spare parts and complementary products and systems, will not be weighted as part of the Total Price Proposal, and their price will be determined in accordance with the provisions of Section 6.12 in the Agreement.
- 6.11. **As set forth in Clause 7 below, Bidders are required to submit all documents that include the price proposal in a separate sealed envelope.**
- 6.12. The Total Price Proposal shall be evaluated in accordance with Clause 11 below.

7. **THE SUBMISSION OF THE BID**

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

7.1.1. Envelope No. 1

The Bidders shall submit all parts of their Bids, including all the documents and/or approvals required in Clause 5 above (in the same order specified in Clause 5), 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")
- USB flash drive 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 USB flash drive with the PDF format does not contain any such documents.

7.1.2. Envelope No. 2 – the price proposal

Bidder shall submit all of the price proposal's documents 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"

7.1.3. **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. 36/17 for the Design, Acquisition, Installation, Integration and Maintenance of an Automated Vehicle Occupancy Detection System"**

7.2. Confidentiality

7.2.1. Subject to the provisions of this Section 10.2, 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.

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

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

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

7.2.2.3. 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.

7.3. Final Bid Submittal Date

7.3.1. **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 the Final Bid Submittal Date.**

7.3.2. 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.

7.3.3. 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.

7.4. Validity of the Bid

7.4.1. The Bids shall be valid for a period of 270 days from the Final Bid Submittal Date (the "**Validity Period**").

7.4.2. The Company may require the Bidders to extend the Validity Period for an additional time period (the "**Extended Period**"). 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, and its Bid will be disqualified. 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.

7.4.3. 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.

8. **EXAMINATION AND EVALUATION OF THE BIDS – GENERAL**

8.1. 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.

8.2. 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.

8.3. 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, in executing similar projects, the financial and organizational structure and capabilities of the Bidder, previous works executed for the Company and/or for any other public bodies.

- 8.4. 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 any one that controls the Bidder or the member/s and/or any one acting in their behalf.
- 8.5. 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 contains incorrect or misleading details and/or was not submitted in complete accordance with and pursuant to the Tender's instructions. The Tender Committee will be allowed, but not obligated, to disqualify Bids based on the missing documents that the Bidder failed to provide.
- 8.6. The Company distinguishes between the Bidders' compliance, upon Final Bid Submittal Date, with the respective Pre-Qualification Requirements set forth under Clause 4 above, and the documentation intended to demonstrate such compliance. Accordingly, the Company may determine at its sole discretion that a Bidder has in fact met the Pre-Qualification Requirements also in the event that supporting documentation is furnished by the Bidder after the Final Bid Submittal Date, provided however that such documentation proves that the Bidder had met the respective Pre-Qualification Requirement by the Final Bid Submittal Date.
- 8.7. The Company may make, at its sole discretion, any decision in connection with the interpretation of the Pre-Qualification Requirements, including ascribing to any Pre-Qualification Requirement a broad interpretation or an interpretation that is not the most reasonable or probable linguistically, provided that such interpretation is consistent with the purpose of the Pre-Qualification Requirement in the overall context of the Tender Documents.
- 8.8. The Company reserves the right, at any time and at its sole and absolute discretion, to cancel or postpone the Tender.
- 8.9. Clarifications to the Company
 - 8.9.1. The Company shall have the right, during any stage of the Tender Process, to verify any or all part of 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.
 - 8.9.2. Bidders shall comply with the Company's requests under Clause 8.9.1 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.

- 8.10. 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.
- 8.11. The Company reserves the right, at its sole and absolute discretion, to engage in negotiation with some or all of the Bidders, with respect to their Bids and/or Price Proposal, all in accordance with applicable Law. The procedures for conducting such negotiations will be determined by the Company.
- 8.12. Without derogating from the rights of the Company under the Tender Documents and under the law, during the course of the negotiations, the Company may, at its sole discretion provide or request additional information and/or modify, alter or change any of the requirements of the Tender Documents.
- 8.13. At the end of the negotiation, if conducted, Bidders may be requested to modify, change or improve their Bids or any part thereof (including any technical or financial aspect).

9. **EXAMINATION OF COMPLIANCE WITH THE PRE QUALIFICATION REQUIREMENTS – STAGE A**

- 9.1. The Company will examine and determine if the Bidder and the Bid are in compliance with the Pre-Qualification Requirements set forth in Clause 4 above.
- 9.2. Only Bidders and Bids that comply with the Pre-Qualification Requirements will advance to the next stage.

10. **QUALITY EVALUATION – STAGE B**

- 10.1. The Company will examine and evaluate the quality of the Bidders and the Bids that comply with the Pre-Qualification Requirements. At this stage, the Company will not open envelope No. 2 (the price proposal).
- 10.2. 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.
- 10.3. Bids with a total weighted quality score lower than 70 out of 100 (the "**Minimum Quality Grade**") will be disqualified and not advance to the next stage – stage C.
- 10.4. 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.
- 10.5. The criteria for the quality evaluation will be as follow:

Assessment	Points Allocation Methodology	Maximum Points
Accuracy of the proposed AVOD System: automatic operation (average of all trials presented by the Bidder)	1 point per every 0.5% of accuracy of the proposed AVOD System with every trial that is performed, above the accuracy threshold required by the pre-qualification requirements (92%).	16
Accuracy of the proposed AVOD	1 point per every 0.1% of accuracy of the	20

System: Integrated operation – manual and automatic (average of all trials presented by the Bidder)	proposed AVOD System with every trial that is performed, above the accuracy threshold required by the pre-qualification requirements.	
False Positive Error percentage: automatic operation (average of all trials presented by the Bidder)	1 point per every 0.1% below 2% of False Positive Error. (No score shall be awarded for a False Positive Error percentage greater than 2 %)	20
False Positive Error percentage: Integrated operation – manual and automatic (average of all trials presented by the Bidder)	1 point per every 0.1% below 2% of False Positive Error. (No score shall be awarded for a False Positive Error percentage greater than 2 %)	20
Number of Successful Trials performed on the Proposed AVOD System	1 point for each additional Successful Trial above what is required by the pre-qualification requirements.	8
Quantity of sales of the Proposed AVOD System to customers	Quantity of sales of Units/Supported Segments of the proposed AVOD System that were sold by the Bidder or by the Major Subcontractor, beyond the quantity required by the pre-qualification requirements.	8
General evaluation	The Company will examine and evaluate the general quality of the Bid. The score will be awarded according to the Company's impression, at its sole professional discretion, and in accordance with the following criteria: <ul style="list-style-type: none"> - The proposed service level – up to 4 points. - Level of detail and professionalism of the Technical Documents– up to 2 points. - General impression from the Bid – up to 2 points. 	8
<p>"Accuracy" and "False Positive Error" - as this term defined in Section 9.1 of the SOW.</p> <p>Successful Trial" – as this term defined in the Pre-Qualification Requirements.</p> <p>"Unit/Supported Segment" - as these terms defined in Clause 6.9 above.</p>		

- 10.6. In addition of the Quality Criteria Document, the Company may set internal guidelines and sub-tests regarding the manner in which the quality of the Bids will be evaluated.
- 10.7. 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.
- 10.8. At the end of this stage, and subject to achieving the Minimum Quality Grade, the Bids that achieved the Minimum Quality Grade will advance to the next stage.

11. THE EVALUATION OF THE PRICE PROPOSAL – STAGE C

- 11.1. The Total Price Proposal offered by the Bidder will determined according to the Price Proposal Form.
- 11.2. The Total Price Proposal will be evaluated as follow:
 - 11.2.1. The lowest Total Price Proposal will get the maximum score (100).
 - 11.2.2. All the other Total Price Proposals will get a relative score according the following formula:
$$\frac{\text{The lowest Total Price Proposal}}{\text{the examined Total Price Proposal}} \times 100 = P$$
- 11.3. The price 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.

12. WEIGHTING OF THE BIDS – STAGE D

- 12.1. In this stage, the Bids whose price proposals were evaluated in the previous stage, will be weighted. The weight of the quality factor (Q) will be 70%, and the weight of the price factor (P) will be 30% of the total score of the Bid. The Bid that achieves the highest total score (M) will be declared the Qualified Bid and the Bidder will be declared the Qualified Bidder.
$$0.3x P + 0.7 x Q = M$$
- 12.2. The Qualified Bidder shall advance to POC Stage and shall execute a Proof of Concept test, according to Clause 13 below ("**POC**"), in order to demonstrate the proposed AVOD System feasibility and achieve the Minimum Performance Criteria.
- 12.3. To the extent that the Qualified Bidder's total weighted quality score (Q) according to Clause 10 above will be lower than 95 out of 100, then the Company shall be entitled, at its sole discretion, to declare the Bidder that achieved the second highest total score (M) above as the "**Second POC Bidder**", and such Second POC Bidder will also advance to the POC stage, provided that such Bidder had achieved the Minimum Quality Grade. For the avoidance of doubt, it is hereby clarified that the Company may declare such Second POC Bidder at any time, including during the course of the POC conducted by the Qualified Bidder.

13. PROOF OF CONCEPT

- 13.1. The Bidder(s) declared as the Qualified Bidder and the Second POC Bidder (if declared) shall each conduct a trial run in order to demonstrate the proposed AVOD System feasibility, and the Company will examine the AVOD System offered by such Bidders. The examination of the Proof of Concept will be conducted according to the POC specifications set forth in Section 17 of the SOW.
- 13.2. In the event that the Qualified Bidder has received the approval of the Company for achieving the Minimum Performance Criteria set forth in Section 9.2 of the SOW (the "**Minimum Performance Criteria**"), then the Qualified Bidder will be declared the Winning Bidder, and subject to compliance of such Winning Bidder with all of the preconditions set forth in Clause 15 below, the Company will engage with the Winning Bidder and sign the Agreement.

In such case, the Qualified Bidder and the Second POC Bidder (if declared), provided that it has achieved the Minimum Performance Criteria, shall be entitled to receive a predetermined lump sum of 300,000 US\$, as sole consideration for conducting the trial run, payable within 90 days after receiving the approval of the Company for achieving the Minimum Performance Criteria. Such payment shall include all costs and expenses of any nature whatsoever incurred by such Bidders arising from or in connection with its participation in this Tender, including, but not limited to, all costs and expenses with regard to conducting the POC.

- 13.3. In the event that the Qualified Bidder fails to achieve the Minimum Performance Criteria, the Company shall be entitled, at its sole discretion, to cancel the award of Qualified Bidder, or to give the Qualified Bidder an extension of time to achieve the Minimum Performance Criteria, or to set alternative criteria.
- 13.4. In the event that the Company has decided to cancel the award of the Qualified Bidder due to its failure to achieve the Minimum Performance Criteria, the Qualified Bidder shall not be entitled to receive any compensation. In such an event and provided the Second POC Bidder has received the approval of the Company that it has achieved the Minimum Performance Criteria, then the Company, without derogating from any of its rights, shall be entitled to declare the Second POC Bidder as the Winning Bidder, and subject to the compliance by the Winning Bidder with all the preconditions set forth in Clause 15 below, the Company will engage with the Second POC Bidder and enter into the Agreement with such Bidder.
- 13.5. The information contained above does not derogate from the provisions as set forth in the SOW in detail. For more information regarding the POC Process, the Minimum Performance Criteria and the POC requirements, please see the detailed description as set forth in Section 17 of the SOW.

14. NOTIFICATION OF THE AWARD OF THE PROJECT

Once the Tender Committee of the Company has completed the evaluation of the Bids, including the POC stage, 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.

15. 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:

- 15.1. 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:

15.1.1. Performance Guarantee

The Performance Guarantee, as defined in the Agreement, within no more than seven (7) business days of its receipt of the Company's notification regarding the award of the Project.

15.1.2. Insurance Certificate

Insurance Certificate, as defined in the Agreement, signed by the Winning Bidder insurers. Any request in connection with the insurance requirements should be submitted as a request for clarifications and no later than the dates set forth in Clause 18.2 above.

15.1.3. Signed Agreements

4 originally signed copies of the Agreement.

- 15.2. In the event the Bidder is a foreign company/partnership, the Bidder will be required to register as a Foreign Company/Partnership, as this term defined in the Israeli Companies Law, 5759-1999.

- 15.3. 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.

- 15.4. 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.

- 15.5. 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 16 hereunder.

- 15.6. Prior to the actual signing of the Agreement by the Company, there will be no valid agreement between the Company and the Winning Bidder.

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

- 16.1. 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 15 above, the Company shall be entitled, in its sole discretion, to cancel the award of Winning Bid and/or to forfeiture the Performance Guarantee, as defined in the Agreement, all or in part or to give the Winning Bidder an extension of time for the purpose of fulfilling all of its obligations.
- 16.2. 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.
- 16.3. 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 or Second POC Bidder (if applicable), subject to execution of POC and achieving the Minimum Performance Criteria. 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.
- 16.4. 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 (subject to execution of POC and achieving the Minimum Performance Criteria) 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.

17. CONFLICT OF INTERESTS

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

- 17.1. Any entity or person, which has provided, or will provide, significant services to the Tender Committee, including: Goldfarb Seligman & Co., Law Offices, Ur Omri and Peleg Zeevi 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.
- 17.2. 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.

- 17.3. 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.

18. GENERAL CONDITIONS

- 18.1. 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).

18.2. Requests for Clarifications of the Tender Documents

- 18.2.1. Bidders may ask questions and request for 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. Elizach Dembinski, Israel Tel: +972-3-6931221 , Fax: +972-3-6931234, Email: elizachd@ayalonhw.co.il**.

- 18.2.2. The Company will provide a response in two rounds, as follows:

18.2.2.1. The first round of response will be provided to questions and request for clarifications or interpretations that were submitted no later than 23.10.2017 at 12:00 (local Israeli time).

18.2.2.2. The second round of response will be provided to questions and request for clarifications or interpretations that were submitted no later than 2.11.2017 at 12:00 (local Israeli time).

- 18.2.3. The clarification questions should be submitted in an open WORD file according to the table below

#	Part in the Tender Documents	Clause	Question

- 18.2.4. A Bidder that submitted a question or a request for clarification or interpretations shall confirm that its submission has been received.

- 18.2.5. No responses will be made to questions that are not submitted in writing.

- 18.2.6. 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 18.3.4 below.

18.2.7. The Company shall not be bound by, and Bidders shall not rely on, any oral interpretation or clarification to the Tender Documents.

18.2.8. In the event that the Company did not answer a question, the Company will be deemed to have rejected the Bidder's request.

18.3. Clarifications and Modifications

18.3.1. Without derogating from Clause 18.2 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, services, consideration, evaluation criteria or dates contained therein, until the Final Bid Submittal Date.

18.3.2. 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.

18.3.3. 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.

18.3.4. 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.

18.4. Alterations

18.4.1. 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.

18.4.2. 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; or to ignore all or part of such alterations and notwithstanding anything stated to the contrary in the Bid, evaluate such Bid without taking into account such alterations; or to view all or part of an such alterations as technical errors. The Company may decide, at its sole and absolute discretion, whether to act or refrain from acting in accordance with any one or more of the alternatives listed above. The Company shall have the sole discretion to apply the abovementioned alternatives in whole or in part, or in stages, and to treat different alterations in the same Bid or in different Bids differently. A Bidder shall not have the right to claim that there is any binding preferential order which applies to the alternatives, or which restricts the Company from exercising its full discretion. If the Company chooses to proceed with any of the alternatives above, and the Bidder refrains from implementing the Company's decision, the Company may, without derogating from any of its other rights, disqualify the Bid.

18.4.3. 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 disqualify the Bid of such Bidder.

18.5. Budget Approval

The execution of the Project is subject to a budget approval required to be provided to the Company by the State of Israel. In the event that such approval is not granted to the Company or will be cancelled, or in the event that the Total Price Proposal proposed by the Winning Bidder will exceed the approved budget, 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 State of Israel and/or anyone on their behalf.

18.6. Without derogating from the above, the Company shall have the right to instruct all Bidders whose Price Proposal were evaluated, to submit an additional improved Price Proposal in the event that all bids received are less favorable to the Company than the Company estimation and/or to cancel the Tender. Bidders hereby forfeit any demand and/or claim of any kind in the event that the Company shall decide to act in such manner.

18.7. For the avoidance of doubt, it is hereby clarified that the Company reserves the right, at its sole and absolute discretion, to publish tender/s in connection with the execution of works that could have been performed in the scope of this tender, or to engage with any other party whatsoever for this purpose, all in accordance with applicable law. 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 State of Israel and/or anyone on their behalf.

18.8. Cost of Bid Preparation and Submission

Any and all costs and expenses of any nature whatsoever incurred by each Bidder arising from or in connection with participation in the Tender Process (including, without limitation, preparation and submission of their Bids, changes and requests for further clarifications exploration, investigation, testing, translation of documents, issue of licenses and permits required in terms of the Tender Documents) are the sole responsibility of the Bidder and shall be borne entirely and exclusively to by the Bidder. 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 (except for the compensation which the Second POC Bidder may be entitled to for conducting the POC according to Clause 13 above).

The Bidders 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.

18.9. Language of the Tender Process

- 18.9.1. 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.
- 18.9.2. 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.
- 18.9.3. 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 18.8.1 above.

18.10. Mandatory Industrial Cooperation

- 18.10.1. 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.
- 18.10.2. Each Bidder shall furnish along with the submission of its Bid, an Industrial Cooperation Undertaking, in the form attached hereto as Appendix 10, including all attachments thereto.

- 18.10.3. The Industrial Cooperation Undertaking must be signed by an authorized officer on behalf of the Bidder. In the event that the Bidder has contracted with a Major Subcontractor for the purpose of submitting the Bid pursuant to Clause 3.1.3 above, the Industrial Cooperation Undertaking shall be executed by the authorized officers of the Major Subcontractor, 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. It is clarified that the Company may disqualify any Bid submitted without the documentation or details required under Appendix 10.
- 18.10.4. Signature of the Agreement between the Company and the Winning Bidder is contingent upon the approval of the ICA, upon the provisions of the ICA Regulations and its guidelines having been fully complied with, including approval of the implementation plan submitted by him. Further to the Letter of Award, the Successful Bidder shall promptly submit to the ICA any additional information with respect to its fulfillment program. All submissions to the ICA will be made by the Bidder directly to the ICA and in coordination therewith.
- 18.10.5. 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.
- 18.10.6. 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
- 18.10.7. 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 Tel Aviv 6136001, Israel.
- 18.11. For the avoidance of doubt, it is hereby clarified that the Company reserves the right, at its sole and absolute discretion, to publish tender/s in connection with the execution of works that could have been performed in the scope of this tender, or to engage with any other party whatsoever for this purpose, all in accordance with applicable law. 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 State of Israel and/or anyone on their behalf.

18.12. 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.

18.13. 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.

Itamar Ben Meir,
C.E.O

Appendix 1

Information about the Bidder

Bidder's name: _____

Entity registration no.: _____

Year the entity was organized: _____

Bidder's address: _____

Telephone: _____

Fax: _____

E-mail: _____

Name of Bidder's contact person: _____

Position: _____

Mobile Phone no. _____

Names of the Bidder's owners:

Name: _____	ID no.: _____
Name: _____	ID no.: _____
Name: _____	ID no.: _____
Name: _____	ID no.: _____
Name: _____	ID no.: _____

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

Names of the Bidder's authorized signatories:

Name: _____	ID no.: _____
Name: _____	ID no.: _____
Name: _____	ID no.: _____
Name: _____	ID no.: _____
Name: _____	ID no.: _____

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, 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 the 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. 36/17 for the Design, Acquisition, Installation, Integration, Training, Support and Maintenance of an Automated Vehicle Occupancy Detection System, 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 other Tender Documents, in exchange for the consideration set forth below:

#	Portion of the Consideration	Unit of Measure	Quantity for Calculation	% Discount	Price per Unit	Total Cost
			A	B	C	D
1	Consideration for AVOD System (for the first 20 units/100 Km) (Basic Units)	Unit/5 Km	20	X		
2	Consideration for additional Units/Supported Segments (Optional Units)	Unit/5 Km	1			
3	Consideration for Management and Control System	Unit	1	X		
4	Consideration for additional yearly warranty services (following the basic warranty)	Annual Cost	6			
5	Professional services	Discount Rate	1000		\$74	
6	Total Price Proposal – sum of Column D		X	X	X	

All prices listed above shall be linked to an exchange rate composed of: *[please fill the following]*

- _____ Percent (___ %) of the representative exchange rate of the Euro
- _____ Percent (___ %) of the representative exchange rate of the New Israeli Shekel

as published by the Bank of Israel.

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 execute 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

To: Ayalon Highways Co. Ltd.

Re: Tender No. 36/17 For the Design, Acquisition, Installation, Integration, Training, Support and Maintenance of an Automated Vehicle Occupancy Detection System (the "Project")

I the undersigned, _____ (name of the attorney to be inserted), as the attorney of _____ (name of the Bidder to be inserted) ("**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 pursuant to its charter documents.
- 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 in the Tender Documents) on behalf of the Bidder are fully authorized to do so by the Bidder in accordance with its charter documents and applicable law and that their signature binds the 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 5

[Applies only to legal entities incorporated in Israel or registered Foreign Company As the term is defined in the Companies Law, 5759-1999]

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 מס' 36/17 לתכנון, רכישה, התקנה, אינטגרציה, הדרכה, תמיכה ותחזוקה של מערכת לזיהוי אוטומטי של מספר נוסעים ברכב שפורסם על ידי נתיבי איילון בע"מ (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.

(ג) 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 וחתימת עו"ד

תצהיר

בדבר ייצוג הולם לאנשים עם מוגבלות

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 מס' 36/17 לתכנון, רכישה, התקנה, אינטגרציה, הדרכה, תמיכה ותחזוקה של מערכת אוטומטית לזיהוי תפוסת רכב שפורסם על ידי נתיבי איילון בע"מ (להלן: "המכרז").
2. הנני מצהיר ומאשר כי הוסברה לי וכי אני מבין את משמעותו של סעיף 9 לחוק שוויון זכויות לאנשים עם מוגבלות, התשנ"ח-1998 (להלן: "חוק שוויון זכויות").
3. הנני מתחייב להעביר העתק מתצהיר זה למנהל הכללי של משרד העבודה והרווחה והשירותים החברתיים בתוך 30 ימים ממועד התקשרותי עם נתיבי איילון בע"מ.
4. יש לסמן X במשבצת המתאימה:
 הוראות סעיף 9 לחוק שוויון זכויות אינן חלות על המציע.
 הוראות סעיף 9 לחוק שוויון זכויות חלות על המציע והוא מקיים אותן.
 במידה והמציע מעסיק 100 עובדים לפחות עליו להתחייב כדלקמן:
המציע מתחייב לפנות למנהל הכללי של משרד העבודה והרווחה והשירותים החברתיים לשם בחינת יישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, ובמידת הצורך – לשם קבלת הנחיות בקשר ליישומן.
 במידה והמציע מעסיק 100 עובדים לפחות והמציע התחייב בעבר לפנות למנהל הכללי של משרד העבודה והרווחה והשירותים החברתיים לשם בחינת יישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, המציע מצהיר כי פנה כנדרש ממנו ופעל ליישומן של הנחיות, במידה וניתנו לו.
5. 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 6

Bidder's Statement

In addition to all obligations and restrictions applicable to it by law, including the Penalty Law - 1977, the Bidder and each of its representatives undertake and declare hereby as follows:

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.
2. Not to solicit and / or collaborate, directly and / or indirectly, with any officer and / or employee of Ayalon 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.
3. Not to solicit and / or collaborate, directly and / or indirectly, and / or employee of Ayalon Highway and / or its representatives and / or anyone on its behalf and / or any other party to set prices artificially and / or non-competitively.
4. That they did not act contrary to paragraphs 1-3 above in this Tender.

In the event that a reasonable suspicion shall arise that the Bidder, or any of its representatives acted contrary to paragraph 1 above, Ayalon Highway reserves the right, at its sole discretion, not to include the 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.

It is the sole responsibility of the 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 Date

Confirmation by an attorney

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

Name of the attorney Date Stamp & signature

Appendix 7

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

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 to be inserted) ("**Bidder**") hereby declare, attest and confirm that the 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.

_____	_____	_____
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 8.1

Affidavit

Demonstration of the Bidder's compliance with the Pre-Qualification Requirements of Clause 4.2 of the Tender and Evaluation of the Quality of the Bid

[Shall be attached in the event that the Bidder complies by itself with the Pre-Qualification Requirements set forth in Clause 4.2 of the Tender]

[The Bidder is not permitted to alter any part of this affidavit, other than the completion of those parts that are designated to be completed by the Bidder. Any request for alteration must be pre-approved in writing by the Company pursuant to Clause 18.2 of the Tender]

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

1. I serve as the _____ (insert position) of _____ (name of the Bidder to be inserted) (the "**Bidder**") and I am legally authorized to give this affidavit on its behalf as part of the Bidder's Bid for Tender No. 36/17 for the Design, Acquisition, Installation, Integration, Training, Support and Maintenance of an Automated Vehicle Occupancy Detection System.
2. The Bidder by itself or by a Related Entity, is fully in compliance with all of the requirements set forth below:
 - 2.1 It is the owner of or holds a perpetual, irrevocable, license for the entire Agreement term including the option and warranty terms for all rights, including all intellectual property rights (IP), in the software and hardware components (if applicable) of the AVOD System that is proposed in the Bid and has the right to assign such rights to the Company in accordance with the Agreement.
 - 2.2 It supplied, installed and integrated at least one (1) System, in another project in the world, and that System is currently operating.
 - 2.3 It has executed at least three (3) Successful Trials of the proposed AVOD System.
 - 2.4 It has at least three (3) years of experience in building and/or operating and/or providing maintenance services of ITS System.
3. The Accuracy of the proposed AVOD System in automatic operation is _____% (average of all trials presented by the Bidder), as described in the document attached to this affidavit and marked as Exhibit A.

4. The Accuracy of the proposed AVOD System in integrated operation – manual and automatic – is _____% (average of all trials presented by the Bidder), as described in the document attached to this affidavit and marked as Exhibit B.
5. False Positive Error percentage of the proposed AVOD System in automatic operation is _____% (average of all trials presented by the Bidder), as described in the document attached to this affidavit and marked as Exhibit C.
6. False Positive Error percentage of the proposed AVOD System in integrated operation – manual and automatic – is _____% (average of all trials presented by the Bidder), as described in the document attached to this affidavit and marked as Exhibit D.
7. Number of Successful Trials performed on the Proposed AVOD System is _____, as described in the document attached to this affidavit and marked as Exhibit E.
8. Quantity of sales of Units/Supported Segments of the proposed AVOD System to customers is _____, as described in the document attached to this affidavit and marked as Exhibit F.
9. The Bidder's experience in previous projects is as detailed below:

No.	The name of the project and its location	Description of the project	Name of the customer and contact details of customer's contact person	Date of commencement of the project	Date of commencement of the operating of the System
8.					
9.					
10.					
11.					
12.					

- Number of lines is for illustration purposes only. Bidder may add additional lines / papers as necessary.
- **Definitions:** The words and expressions in this affidavit shall bear the same meaning as ascribed in the Tender Documents.

- The Bidder may attach to this affidavit approvals and/or documents that demonstrate the compliance with the pre-qualification requirements and in order to examine and evaluate the quality of the Bidder and the Bid.

10. 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 to be inserted) ("**Bidder**") hereby attest and confirm that Mr./Mrs. _____ who signed this affidavit is authorized under the charter documents of the Bidder and applicable law to do so on behalf of the Bidder.

Name of the attorney

Date

Stamp & signature

Appendix 8.2

Affidavit

Demonstration of the Major Subcontractor's Compliance with the Pre-Qualification Requirements of Clause 4.2 of the Tender and Evaluation of the Quality of the Bid

[Shall be attached in the event that the Bidder has contracted with a Major Subcontractor which complies with the Pre-Qualification Requirements set forth in Clause 4.2 of the Tender]

[The Major Subcontractor is not permitted to alter any part of this affidavit, other than the completion of those parts that are designated to be completed by the Major Subcontractor. Any request for alteration must be pre-approved in writing by the Company pursuant to Clause 18.2 of the Tender]

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

1. I serve as the _____ (insert position) of _____ (name of the Major Subcontractor to be inserted) (the "**Major Subcontractor**") and I am legally authorized to give this affidavit on its behalf as part of the Bid of _____ (name of the Bidder to be inserted) (the "**Bidder**") for Tender No. 36/17 for the Design, Acquisition, Installation, Integration, Training, Support and Maintenance of an Automated Vehicle Occupancy Detection System.
2. The Bidder is a representative on behalf of the Major Subcontractor in Israel for sale of the proposed AVOD system. The Bidder is [check relevant box]:
 - A licensed supplier of the proposed AVOD system.
 - A subsidiary of the Major Subcontractor in Israel.
3. The Bidder is certified to sell and supply the equipment and services required by the Tender.
4. The Major Subcontractor by itself or by a Related Entity, is fully in compliance with all of the requirements set forth below:
 - 4.1 It is the owner of or holds a perpetual, irrevocable, license for the entire Agreement term including the option and warranty terms for all rights, including all intellectual property rights (IP), in the software and hardware components (if applicable) of the AVOD System that is proposed in the Bid and has the right to assign such rights to the Company in accordance with the Agreement.
 - 4.2 It supplied, installed and integrated at least one (1) System, in another project in the world, and that System is currently operating.
 - 4.3 It has executed at least three (3) Successful Trials of the proposed AVOD System.

- 4.4 It has at least three (3) years of experience in building and/or operating and/or providing maintenance services of ITS System.
5. The Accuracy of the proposed AVOD System in automatic operation is _____% (average of all trials presented by the Major Subcontractor), as described in the document attached to this affidavit and marked as Exhibit A.
6. The Accuracy of the proposed AVOD System in integrated operation – manual and automatic – is _____% (average of all trials presented by the Major Subcontractor), as described in the document attached to this affidavit and marked as Exhibit B.
7. False Positive Error percentage of the proposed AVOD System in automatic operation is _____% (average of all trials presented by the Major Subcontractor), as described in the document attached to this affidavit and marked as Exhibit C.
8. False Positive Error percentage of the proposed AVOD System in integrated operation – manual and automatic – is _____% (average of all trials presented by the Major Subcontractor), as described in the document attached to this affidavit and marked as Exhibit D.
9. Number of Successful Trials performed on the Proposed AVOD System is _____, as described in the document attached to this affidavit and marked as Exhibit E.
10. Quantity of sales of Units/Supported Segments of the proposed AVOD System to customers is _____, as described in the document attached to this affidavit and marked as Exhibit F.
11. The Major Subcontractor's experience in previous projects is as detailed below:

No.	The name of the project and its location	Description of the project	Name of the customer and contact details of customer's contact person	Date of commencement of the project	Date of commencement of the operating of the System
13.					
14.					
15.					
16.					

17.					
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- Number of lines is for illustration purposes only. Major Subcontractor may add additional lines / papers as necessary.
- Definitions: The words and expressions in this affidavit shall bear the same meaning as ascribed in the Tender Documents.
- The Major Subcontractor may attach to this affidavit approvals and/or documents that demonstrate the compliance with the pre-qualification requirements and in order to examine and evaluate the quality of the Major Subcontractor and the Bid.

12. 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 Major Subcontractor to be inserted) ("**Major Subcontractor**") hereby attest and confirm that Mr./Mrs. _____ who signed this affidavit is authorized under the charter documents of the Major Subcontractor and applicable law to do so on behalf of the Major Subcontractor.

Name of the attorney

Date

Stamp & signature

Appendix 9

Major Subcontractor Undertaking

[To be completed by the Major Subcontractor that demonstrated compliance with the Professional Pre-Qualification Requirements (If Applicable)]

[The Major Subcontractor is not permitted to alter any part of this affidavit, other than the completion of those parts that are designated to be completed by the Major Subcontractor. Any request for alteration must be pre-approved in writing by Company pursuant to Clause 18.2 of the Tender]

To: Ayalon Highways Co. Ltd.

Re: Tender No. 36/17 for the Design, Acquisition, Installation, Integration, Training, Support and Maintenance of an Automated Vehicle Occupancy Detection System (the "Project")

All capitalized terms not defined herein shall have the meaning attributed to them in the Tender Documents.

We, the undersigned, _____, hereby issue this undertaking, as part of the Bid submitted by _____ (name of the Bidder to be inserted) (the "**Bidder**"), pursuant to the Tender Documents.

We, hereby warrant, represent, covenant, and guarantee all of the following:

1. We are duly organized and validly existing under the laws of _____, which is an Authorized State (as defined in the Tender Documents).
2. We execute this document as part of the materials comprising the Bid documents of the Bidder for the Project. Any of the Bid documents signed by us shall remain valid and in full force and effect for the time period set forth in the Tender Documents.
3. Each of the warranties and representations set forth under the Tender Documents and under the Bid submitted by the Bidder with respect to us, as warranted, represented and covenanted by the Bidder should be deemed to have been given by us in our capacity as a Major Subcontractor of the Bidder.
4. We acknowledge and agree that our signatures on the Bid documents and the Tender forms pertaining to us shall fully bind us with regard thereto.
5. We have received and diligently read and reviewed all of the Tender Documents in their entirety, including all annexes, exhibits, appendices, volumes and other attachments relevant to us and consent to all of the terms and conditions set forth therein. We have understood the contents of the Tender Documents in their entirety, are fully familiar with all the provisions thereof, and have executed this Tender form in accordance with the provisions of the Tender Documents. We further declare that we agree to all of the provisions in the Tender Documents pertaining to Major Subcontractor, we confirm that each of the undertakings set forth therein should be deemed to have been given by us, insofar as such undertakings directly pertain to us and undertake to be bound by all the operative provisions contained therein. We warrant and guarantee to assist and support the Bidder throughout the Term of the Agreement, including without limitation, providing of knowledge and spare parts as necessary.
6. In the event that the Bidder will be declared as the Winning Bidder, we warrant and guarantee the full and adequate performance by the Bidder of all of the Bidder's obligations under the Agreement and/or under any of the other Tender Documents, such that in the event that the Bidder fails to perform any of

its aforesaid obligations, we will be fully liable towards the Company for the performance of the obligations, including replacing the Bidder in the event that it ceases to perform its obligation under the Agreement and/or under any of the other Tender Documents.

7. We acknowledge that our obligations above shall not derogate from the right of the Company to make claims against us and the Bidder, jointly or severally.
8. The Laws of the State of Israel shall apply to this undertaking, its interpretation and the rights and undertakings of the Major Subcontractor and any other parties hereunder and any matter relating thereto or deriving there from.
9. The address of the undersigned shall be c/o the Bidder and the Bidder shall be authorized to accept notices and legal documents for us and on our behalf.
10. We understand that the submission of this Bid shall not be deemed in any way to create an obligation on the part of the Tender Committee to declare the Bidder the Winning Bidder; that the Tender Committee has the unfettered right to reject any or all Bid submissions; to request additional information from the Bidder or other parties including from us; to cancel or modify the Tender Documents at any time and to negotiate with any or all Bidders.
11. We warrant that: (i) the part in the Bid pertaining to us is accurate, complete and up-to-date at time of submission, in accordance with the requirements of the Tender Documents all attachments thereto and in the Major Subcontractor's best professional judgment; and (ii) that the Bid documents pertaining to us are fully compliant with all terms and provisions of the Tender Documents.
12. The Bid has not been prepared in collusion with any other Bidder participating in the Tender process, or with any affiliate thereof.
13. We are legally entitled to use and transfer all information, know-how, trade secrets, patents and other intellectual property contained in our part of the Bid.
14. We undertake to keep confidential all information, whether written or oral, concerning the Tender process which we receive or obtain as a result of the information supplied in the Tender Documents, or in discussions relating thereto.
15. We acknowledge that we are aware of and acquainted with all other entities that are, or could be, connected with or affect, the performance of our obligations, and have fully taken into account such entities in the preparation of our part of the Bid. We shall not make or submit any claim, suit, or action based on or arising out of, whether directly or indirectly, any misunderstanding or lack of knowledge with regard to any term or provision of the Tender Documents, and we hereby, irrevocably and without exception, waive any such claim, suit or action.
16. There are no conflicts of interest between any of our prior or current engagements or activities.
17. We undertake that we shall remain committed to this Bid throughout the Tender process; as such Bid may be amended or renewed according to the authority of the Tender Committee.
18. We acknowledge and agree that all costs arising from or related to the submission of our part of the Bid including, without limitation, our review of all of the relevant Tender Documents, shall be borne solely and entirely by us and the Bidder and that we shall have no claim, suit or cause of action with regard to any such costs.

19. We hereby represent and warrant that we are in full compliance with all the terms, conditions and requirement set forth in the Tender, and we hereby undertake to notify the Company in writing of any change which may occur with respect to such compliance, immediately upon its occurrence.
20. A breach of any of the undertakings, agreements or representations in part or entirety will constitute a cause for the disqualification of the Bid.
21. This undertaking shall be considered a contract in favor of a third party, as defined in the Israeli Contracts Law (General Part), 1973.

IN WITNESS WHEREOF, the parties hereto have executed this undertaking.

The Major Subcontractor

_____ Name of the Signatory	_____ Signature	_____ Date
_____ Name of the Signatory	_____ Signature	_____ Date
_____ Name of the Signatory	_____ Signature	_____ Date

Confirmation by an attorney

I, the undersigned, _____, (name of the attorney to be inserted), as the attorney of _____ (name of the Major Subcontractor to be inserted) ("**Major Subcontractor**") hereby attest and confirm that Mr./Mrs. _____ who signed this Major Subcontractor Undertakings is/are authorized to sign under the charter documents of the Major Subcontractor and applicable law to do so on behalf of the Major Subcontractor, and to commit the Major Subcontractor for all purposes and intents of the above stated Major Subcontractor Undertakings.

_____ Name of the attorney	_____ Date	_____ Stamp & signature
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The Bidder

_____ Name of the Signatory	_____ Signature	_____ Date
_____ Name of the Signatory	_____ Signature	_____ Date
_____ Name of the Signatory	_____ Signature	_____ Date

Confirmation by an attorney

I, the undersigned, _____, (name of the attorney to be inserted), as the attorney of _____ (name of the Bidder to be inserted) ("**Bidder**") hereby attest and confirm that Mr./Mrs. _____ who signed this Major Subcontractor Undertakings is/are authorized to sign under the charter documents of the Bidder and

applicable law to do so on behalf of the Bidder, and to commit the Bidder for all purposes and intents of the above stated Major Subcontractor Undertakings.

Name of the attorney

Date

Stamp & signature

Appendix 10

ICA Appendix (Mandatory Industrial Cooperation)

[attached in a separate document]