

TENDER FORM A

THE BID BOND

Date: _____

(Name of guaranteeing bank or Israeli Insurance Company to be completed)

To:
The Accountant General
Ministry of Finance
Jerusalem

Re: Bid Bond

Invitation to Bid- BOT Project Cross Isarel Northern Highway No. 6 - Yokneam-Somech **("Sections 7 and 3")**

At the request of _____ [name of Bidder, Member or Parent Company to be inserted] whose registered address is _____, (hereinafter "**Applicant**"), we hereby guarantee to pay to you any sum up to twenty five million New Israeli Shekels (25,000,000 NIS) (the "**Amount of the Guarantee**"), together with linkage differentials calculated in accordance with the provisions herein below.

For the purpose of this guarantee:

the "**General Consumer Cost of Living Index**" or the "**Index**" - shall mean the Consumer Price Index (also known as the Cost of Living Index) including vegetables and fruits, which is published by the Israeli Central Bureau of Statistics.

the "**Basic Index**" - shall mean the Index published in respect of the month ____ of ____ at a rate of ____ points [to be completed based on the Index known on the date of issuance of the guarantee].

the "**New Index**" - shall mean the Index last published before actual payment under this guarantee.

If at the time of payment of any amount under this guarantee, the New Index shall be higher than the Basic Index, the Amount of the Guarantee shall be calculated as increased in a rate equal to the rate in which the New Index has increased in comparison with the Basic Index (hereinafter: "**the Increased Amount of the Guarantee**").

If it shall transpire that the New Index is equal to the Basic Index or lower therefrom, the Amount of the Guarantee shall remain unchanged.

We undertake to pay you, upon your first written demand, any sum specified in such demand up to the Amount of the Guarantee, immediately and no later than seven (7) days from the date of receipt of your demand.

Your demand for payment of the Amount of the Guarantee may be affected in stages, and payments will be executed in accordance with your demand, provided that the overall total of the payments does not exceed the Amount of the Guarantee.

Each demand for payment under this guarantee must be received by us in writing at our address as follows:

[Address to be completed]

Demand sent to us / received by us via facsimile or email shall not be considered as a demand in writing according to this guarantee.

Our undertaking pursuant to this guarantee is autonomous and unconditional and you will not be obligated to explain, reason or prove your demand or first demand payment from the Applicant.

This guarantee will not be assigned or transferred by you without our consent.

This guarantee shall remain valid until ^(*) _____, and shall automatically be extended for two successive additional periods of six (6) months duration each, unless approval is granted by you not to extend it.

This guarantee will be subject to the Israeli law.

Stamp and Authorized Signature(s) of Bank / Israeli Insurance Company

() a period that shall be determined by the Tender Committee and notified to all Bidders up to ten (10) days prior to the Bids Submission Date, in accordance with the provisions of Section 4.12.5 to the ITB.*