

## **TENDER FORM D**

### **MAJOR SUB-CONTRACTOR'S UNDERTAKING**

*(To be completed by the Major Sub-Contractor that demonstrated compliance with the Professional Pre-Qualification Requirements (If Applicable))*

To:  
The Accountant General  
Ministry of Finance  
Jerusalem

**Re: Tender for Build, Operate and Transfer (BOT) Project of  
Cross Israel Northern Highway No. 6 -  
Yokneam-Somech ("Sections 7 and 3") - (the "Project")**

All capitalized terms not defined herein shall have the meaning attributed to them in the Definitions Volume.

We, the undersigned, hereby issue this undertaking, as part of the Bid submitted by \_\_\_\_\_ *[name of 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 the jurisdiction in which we were organized
2. We (including Interested Parties, directors or managers thereof, including individuals), are not residents or nationals of a hostile state which does not have diplomatic relations with the State or of a state which does not have full trade relations with the State.
3. 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.
4. 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 Sub-Contractor of the Bidder.
5. 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.
6. We have received and diligently reviewed all of the Tender Documents, to the extent that they are relevant to us, 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 such 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 Sub-contractors, 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.

7. We acknowledge that our obligations above shall not derogate from the right of the State to make claims against us and the Bidder, jointly or severally, in any of the following events:
  - 7.1 any of the Major Sub-Contractors' warranties or representations set forth under the Pre Qualification submission and of the Bid, including any of the Tender Forms, are found to be inaccurate or invalid at the time they were made;
  - 7.2 any of the Major Sub-Contractors engaged, in connection with the Tender Process in an unlawful act, willful misconduct (e.g., fraud).
8. The Laws of the State of Israel shall apply to this undertaking, its interpretation and the rights and undertakings of the Major Sub-Contractor and any other parties hereunder and any matter relating thereto or deriving therefrom.
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 Successful 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 Sub-Contractor'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 undertake that we shall refrain from requesting any changes, clarifications, amendments, or easements from any entity other than the Tender Committee.
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.

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

The Major Sub-Contractor	Signature	Attorney Confirmation*
1.		
2.		
3.		

The Bidder	Signature	Attorney Confirmation*
1.		
2.		
3.		

*(\*) In its signature the attorney attests and confirms that the signatory(ies) on behalf of the Major Sub-Contractor or the Bidder appeared before him and signed this form and are authorized to sign on behalf of the Major Sub-Contractor or the Bidder and to commit such Entity for all purposes and intents of the above stated Tender Form.*