



Tender No. 9/20

**For the Establishment, Development, Management and
Operation of a Cyber Arena for Testing in Smart
Transportation**

Tender's Terms Booklet



1. Introduction

1.1 General

Ayalon Highways Ltd. (Hereinafter: the “**Company**” or “**Ayalon Highways**” hereby calls for bids for engaging with it in an agreement for the establishment, development, management and operation of a Cyber Arena for Testing in smart transportation, all as specified in the Tender Documents.

It is hereby clarified that the English version of the Tender and its Appendixes is for purposes of assistance and convenience only, and that in any case only the Hebrew version of the Tender and its Appendixes shall prevail and oblige.

1.2 Background

1.2.1 Ayalon Highways is a governmental company in charge of the promotion and implementation of transportation projects, and constitutes an executive arm of the Ministry of Transport and Road Safety (hereinafter: the “**Ministry of Transport**”).

1.2.2 In June 2016, the Company became a government company wholly owned by the State of Israel. As a result, the Company’s areas of operations have been recently set and expanded significantly, and this as part of the resolution passed by The Social-Economic Cabinet dated 9.3.2017 (Resolution no. HC/62).

1.2.3 Pursuant to the aforesaid Resolution, the Company is designated to constitute an executive arm of the government’s tasks through the Ministry of Transport, and engages, inter alia, in the design, promotion, management and execution of urban and metropolitan transportation projects, including those promoting public transportation and reducing use of private vehicles, nationwide, **as well as management, initiation and development of projects within the transportation innovation and technology world, and adapting the infrastructures to the technological developments in vehicles and road facilities.**

1.2.4 In addition to the aforesaid, and pursuant to Government Resolution no. 2316 dated 22.01.2017, a national plan for smart transportation is promoted by the Ministry of Transport, in collaboration with the Fuel Alternatives and Smart Transportation Administration at the Prime Minister’s Office and additional parties.



- 1.2.5 As a result of the aforementioned Government Resolutions and as part of the plan's steps, Ayalon Highways is promoting the establishment of **a Cyber Arena for Testing in smart transportation within the area of the city of Beer Sheva, which will simulate a future transportation Arena, integrating activities of transportation means** (hereinafter: "The Arena" / "The Cyber Arena").
- 1.2.6 The Arena shall enter into engagements with various parties operating in the field of smart transportation and autonomous vehicles, who are interested in using the Arena's Services (hereinafter: the: "Experimenter/s"), and will enable them to carry out Testing in the Arena's facilities while providing guidance and support in professional aspects within the field of cyber-attack protection and cyber security.
- 1.2.7 Also, in addition to promoting the Cyber Arena, Ayalon Highways is promoting interfacing operations and projects, including:
- 1.2.7.1 The testing center for smart transportation that includes testing facilities operated by the Company nationwide. The testing center enables access to infrastructures and suitable measures for conducting Testing in autonomous vehicles and smart (connected) infrastructures for various parties operating in the field of smart transportation, and includes designated equipment and measures for conducting automotive Testing, which may be deployed at various sites from time to time according to the Testing' needs.
- 1.2.7.2 Assistance in removing regulatory barriers, forming collaborations and promoting processes vis-a-vis government and regulations authorities.
- 1.2.7.3 Sharing know-how and information within the transportation cyber domain existing at the various government institutions, as well as providing assistance and professional guidance through the state representatives operating in the relevant areas.
- 1.2.7.4 Promoting transport cyber regulation.

It is clarified that the details of the projects, operations and objectives as set forth above are a background and general description only, and do not constitute a representation and / or undertaking of the Company to carry out the activities and projects described, in whole or in part. Without constituting any representation and/or undertaking by the Company, the Company intends to allow the winning Bidder and the Experimenters access to interfacing activities and projects the Company promotes in order



to support the Arena's activities, to the extent possible, considering the Company's needs and the various projects it promotes, if so, all per its sole discretion.

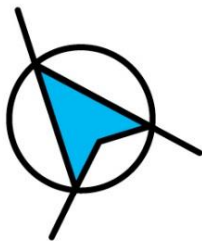
1.3 **The Tender's objectives**

Ayalon Highways's objectives in this Tender, are to engage with a Bidder which is a professional entity holding proven know-how and experience within the smart transportation field and the cyber-attack protection and cyber security domains, who will meet the threshold conditions set out in the Tender and whose bid is awarded the highest weighted score (as specified below), who shall provide the Services specified in the Tender Documents, pursuant to the provisions set forth in such.

1.4 **Definitions**

For the purposes of this Tender, the meaning of the terms below shall be as that specified alongside such:

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|---|---|--|
| The "Company"/
"Ayalon Highways" | - | Ayalon Highways Ltd. |
| The "Tender" | - | This Tender, which has been published by Ayalon Highways, including all of its appendices, documents as well as the updates and clarifications attached thereto; |
| The "Services" | - | The Services subject matter of this Tender, including the Services specified in section 1.6 below; |
| The "Winning Bidder" | - | The Bidder who shall be declared winner of the Tender with whom the Company shall sign a binding engagement agreement, the text of which is attached as <u>Document II</u> of the Tender Documents. |
| "Recognized Expenses" | - | Expenses designated for the establishment and development of technological infrastructures and ongoing operation of the Cyber Arena activities, in respect of which the Steering Committee (as defined in Section 1.5.5 below) has set forth in the Arena's procedures that may be taken into account; |
| "Representatives on Behalf of the State" | - | Representatives on behalf of government agencies to be appointed by Ayalon Highways and/or anyone on its behalf to be members on the Steering Committee; |
| "Experimenters" | - | As defined in section 1.2.6 above` |



“Net Profit”

- The Arena’s revenues that have been obtained from Experimenters, deducting:
 - (A) Costs of management and operation of the Arena;
 - (B) Costs of development, maintenance, investments in fixed assets and in the Arena’s infrastructures (including continued investment), as shall be approved by the Steering Committee.

1.5 Activities of the Cyber Arena

Without derogating from that stated in other Tender Documents, following is a general description concerning the Arena’s activities:

- 1.5.1 The Arena shall be constructed in the area of the city of Beer Sheva, meaning the city itself or at a site located at a distance that shall not exceed 10 km away from the city.
- 1.5.2 The Arena will serve for development and testing of products, activities, technologies and industrial solutions against diverse cyber threats, as well as developing concepts and methods of coping with cyber threats within the domain of smart transportation, including:
 - 1.5.2.1 Establishment of projects and/or locating existing projects and experimenters that may be assisted by the Cyber Arena Services.
 - 1.5.2.2 Providing access to technology infrastructure, unique know-how and expertise for conducting tests and experimentations in the field of information protection and for research and development of the Experimenters’ products.
 - 1.5.2.3 Intake of Experimenters to the Arena and providing assistance in formulating and testing the product developed by them, including infrastructure non-transportation systems and vehicles of any sort, including proof of the technological concept, implementation, technological and business testing, proof of feasibility, conducting a pilot, etc. in order to ensure the suitability of the product for coping with cyber threats in accordance with the requirements of the market in which the Experimenter operates.
 - 1.5.2.4 Adapting the Experimenters’ products to the regulation within the cyber security domain.



- 1.5.2.5 Professional - technical assistance to Experimenters by research and development personnel on behalf of the Winning Bidder.
 - 1.5.2.6 Hosting delegations, visits and initiation of conferences regarding cyber security and smart transportation issues.
 - 1.5.2.7 It shall be possible to use the Arena for any additional activity having an affinity with the Arena's activity, provided that such activity will be approved by the Steering Committee.
- 1.5.3 The Arena's activity shall be carried out by static/moving systems on a miniature board simulating physical movement of transportation means, or in another manner to be approved by the Steering Committee, and in the event where additional physical movement activity is required (road traffic) - the activity shall be carried out at dedicated experiment sites to be determined by the Ministry of Transport.

In addition, Testing in the realm of the possible attack in the virtual space by using physical components of the system being tested will be conducted whilst connected together, and whilst the INPUTS to the system are externally simulated.

- 1.5.4 The Arena shall include the following principal activity domains ("Domains"):

- 1.5.4.1 Testing Domain: As part of which durability tests will be conducted for products within the smart transportation domain against cyber threats.

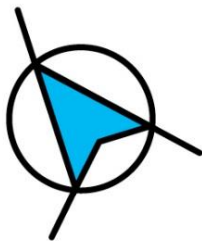
At least 50% of the work hours performed by the personnel to be employed at the Arena shall be referred to the Testing Domain.

- 1.5.4.2 The research and development (R&D) Domain: As part of which the Arena's infrastructures will be made accessible to Israeli corporations interested in such, in order to carry out research and development activities for their products.

At least 20% of the work hours performed by the personnel to be employed at the Arena shall be referred to the R&D Domain.

- 1.5.4.3 The general Domain: Up to 30% of the work hours performed by the personnel to be employed at the Arena, to be utilized as follows:

- a) Up to 20% of the work hours performed by the personnel to be employed at the Arena in activities to be



determined at the sole discretion of the Winning Bidder;

- b) Up to 10% of the work hours performed by the personnel to be employed at the Arena in activities to be determined at the sole discretion of the Representatives on Behalf of the State.

1.5.4.4 Should there remain a surplus of working hours of the personnel to be employed at the Arena, which had not been utilized as specified in Sections 1.5.4.1-1.5.4.3 above, this surplus shall be referred to the development of the Cyber Arena, its ongoing management and operation, and any other activity to be approved by the Steering Committee.

It should be emphasized that the Arena's activities shall engage, inter alia, with the relations between the various road components, rather than only with the inner operations of each component.

1.5.5 The Steering Committee

The policies and strategy of the Arena's activities shall be set out by the Steering Committee, which shall be comprised of the Representatives on Behalf of the State - which shall be granted 50% of the voting rights at the Steering Committee; and of the representatives on behalf of the Winning Bidder - who shall be granted 50% of the voting rights at the Steering Committee. The Steering Committee shall hold regular meetings for monitoring the Arena's activities, direct it and supervise it. Additionally, the Steering Committee shall approve in advance the Arena's work plan and budget. Once a year, the Steering Committee shall deliberate upon addition of capabilities and equipment for the Arena in light of the developments on the R&D and Testing Domains.

Following the expiration of the engagement term, including the extension terms (if any), as specified in Section 1.9.1 below, the Steering Committee shall be dismissed and the Winning Bidder shall be entitled to operate and manage the Arena at its discretion, subject to the following provisions:

- 1.5.5.1 As specified in Section 1.5.7.3 below, the Company's entire share in the Net Profit (as defined above), shall be directed to a dedicated fund, which the Company shall be entitled to utilize for use of the Arena, according to its right stated under Section 1.5.5.2 below (hereinafter: the "**Company's Credit**").



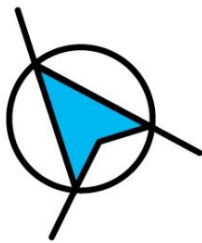
For the avoidance of doubt, it is hereby clarified that the Winning Bidder shall be entitled to utilize its share in the Net Profit at its discretion.

- 1.5.5.2 The Company and/or anyone on its behalf and/or any other party the Company shall instruct of, shall be granted the right to make use of the Arena's abilities, facilities and Services in the scope of 20% of the total volume of activities at the Arena, and this in return for the consideration to be set forth in accordance with the rates of payment for use of the Arena customary prior to the expiration of the engagement term between the Company and the Winning Bidder, and linked to the consumer price index, as specified in the engagement agreement). Payment for use of the Arena as aforementioned shall be at first paid from the Company's credit and after full utilization of the Company's credit, the Company shall be entitled to continue exercising its right to use the Arena as stated, in return for the payment to be delivered to the Winning Bidder.
- 1.5.5.3 In the event where, upon expiration of the Engagement Term, the Winning Bidder shall not wish to continue managing and operating the Arena's activity, all or part thereof, the Company shall be entitled to replace it, free of charge, and manage and operate the Arena's activity (or some of the activities the Winning Bidder is not interested in continuing, as applicable) itself and/or via anyone on its behalf and/or in collaboration with additional parties.

For further details in respect of the Steering Committee see Section 5 under the engagement agreement attached as **Document II** to the Tender Documents.

1.5.6 Financing of the Arena's Activity

- 1.5.6.1 The Winning Bidder and Ayalon Highways shall jointly bear the Arena's establishment and development expenses, including purchases, upgrade and preservation of fixed property for the Arena.
- 1.5.6.2 Additionally, the Experimenters who shall be granted the Arena's Services as part of Testing to be conducted at the Arena's facilities, shall bear payment for covering the costs of conducting the Testing, including the Arena's ongoing



management and operation costs, and this according to the principles to be set forth by the Steering Committee.

Notwithstanding the foregoing, the Steering Committee shall be entitled to decide that also the costs for conducting the Testing, ongoing management and operation of the Arena shall be paid out of the funds allocated to the Arena by the Winning Bidder and Ayalon Highways, and this for a certain period of time and/or at certain terms, all as shall be determined by the Steering Committee.

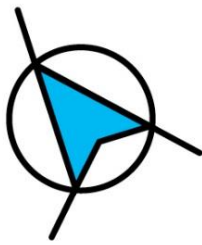
- 1.5.6.3 The Winning Bidder shall be required to allocate from its own resources an amount of at least NIS 4 million for covering the recognized expenses of the Arena (hereinafter: the “**Minimum Financing Sum**”).
- 1.5.6.4 As part of the financial bid in the Tender, the Bidders shall be requested to specify the sum they undertake to allocate from their resources for covering the Recognized Expenses of the Arena, and this **beyond the Minimum Financing Sum**, all as specified in Section 10 below.
- 1.5.6.5 **Ayalon Highways shall provide a grant for covering the recognized expenses of the Arena, in a sum equaling the Winning Bidder’s investment sum, and up to a maximum ceiling in the sum of NIS 8 million.**

For example:

In the event where the Winning Bidder had proposed to allocate from its resources NIS 2 million beyond the Minimal Financing Sum - Ayalon Highways and the Winning Bidder shall each allocate NIS 6 million for covering the Arena’s recognized expenses.

In the event where the Winning Bidder had proposed to allocate from its resources NIS 6 million beyond the Minimal Financing Sum - Ayalon Highways shall allocate NIS 8 million and the Winning Bidder shall allocate NIS 10 million for covering the Arena’s recognized expenses.

- 1.5.6.6 It is clarified that the Bidders shall be entitled to propose, as part of their financial bid, to allocate a sum exceeding NIS 8 million (including the Minimum Financing Sum), and such shall be taken into account as part of the score of the financial bid



component, as specified in Section 3.3.3. In such a case, the Winning Bidder and Ayalon Highways shall bear the Arena's recognized expenses proportionally (pro rata), according to the sums they had committed to allocate for covering the Arena's recognized expenses.

However, such shall not grant the bidder who had proposed such a bid over privileges and/or higher voting power of any kind whatsoever, including in managing the Arena and/or voting at the Steering Committee, and in any event the Winning Bidder shall be granted solely 50% of the voting rights at the Steering Committee, and 50% shall be granted to the Representatives on behalf of the State.

It is further clarified, that in any event, Ayalon Highways shall not bear more than 50% of the recognized expenses of the Arena, and the Winning Bidder shall bear at least 50% of the recognized expenses of the Arena, and this in accordance with the financial bid submitted by the bidder.

1.5.6.7 It is also clarified, that the Company shall not bear any cost and/or expense of any kind whatsoever beyond the amount it had pledged to allocate for covering the Arena's recognized expenses, and all subject to the approval of the Steering Committee.

1.5.6.8 See additional provisions regarding the manner of payment of the recognized expenses of the Arena in Section 8 of the engagement agreement attached as **Document II** to the Tender Documents.

1.5.7 Distribution of the Net Profit (as defined above)

1.5.7.1 Throughout the term of engagement subject matter of the Tender, the Net Profit, had such been accumulated, shall be distributed among the Winning Bidder and the Company in equal shares (50%) in accordance with the provisions to be set by the Steering Committee. For the avoidance of doubt, it is hereby clarified that the sum of the Net Profit, the sums and dates of distribution shall be determined in a resolution of the Steering Committee.

1.5.7.2 The Winning Bidder's share in the Net Profit shall be paid to it in cash.



1.5.7.3 The Company's share in the Net Profit shall be assigned to a dedicated fund, and the Company shall be entitled to utilize the sums accumulated in this fund to be used for the Arena's capabilities, facilities and Services following the termination of the Engagement Term, including the extension periods, if any, according to its right stated in Section 1.5.5.2 above.

1.5.7.4 Design and planning of the Arena

For reviewing the bid, the bidder shall submit as part of its bid a methodology document for the Cyber Arena, as part of which it shall propose a business plan for the Arena's activities that shall include, inter alia, design and principle planning for the establishment, development, management and operation of the Arena (hereinafter: the "**Methodology Document**").

The Methodology Document shall address the following aspects at least:

1.5.7.5 Operations' management

Description of a system for managing the Testing and their results. The system shall enable the following operations at the least:

- a) Specification of the experiment's scope, the process of implementation and the results.
- b) Saving the information formed during the experiment for over time analysis.

1.5.7.6 The Arena's scope - master planning

- a) The structure of the road and traffic scenarios.
- b) Load scenarios.
- c) Various road components (such as: private vehicles, various types of public transport, security vehicles, pedestrians, static and dynamic road signs).
- d) Various technological maturity levels at the same time.
- e) Environment noise level simulating various real environments.

1.5.7.7 Simulation and situations:

- a) Various types of vehicles and systems manufacturers - number and types of system manufacturers as well as



the number of systems that will be able to run simultaneously.

- b) Simulation of the vehicle's internal communications (CAN BUS based or connection to peripheral components, both the vehicle's communication with the vehicle's garage/manufacture as well as vehicle's communication with other components at the area (V2X).
- c) Communicational load - the communicational load that can be simulated and the relation between this load and existing and future transportation systems.
- d) Smart signs and road signs - the number and types of system manufacturers as well as the number of systems that will be able to run simultaneously.
- e) Simulation of a traffic control center that controls the "smart" and "unintelligent" equipment noted in previous Sections.
- f) Additional capabilities that simulate various road or attack situations at current and future perspective.
- g) The abilities to simulate transportation components that may be attacked and / or using such attacks can be made (such as car count cameras, LPRs, smart cat eyes and more).
- h) Visual display enabling simulation and understanding of the simulated situations and the meaning of attack of such. "Real display" fed by the parts at the Arena is granted advantage.

1.5.7.8 Compliance with Standards:

- a) Current and future compliance with the exiting European Transport Standard C_ITS.
- b) Compliance with additional existing and future transport and communication Standards (such as 5G).
- c) Support of radio communications (RF) based on the DSRC and the MOT-V2X Standards. Transmission and reception of these two frequencies (separately and jointly - a mixed environment).



1.5.7.9 Cyber challenging

- a) Whether and how will the Arena enable meeting the challenging objectives:
 - [1] Forming traffic flow disruption.
 - [2] Causing vehicle accidents.
 - [3] Misrepresentation to the traffic management systems.
 - [4] Additional threats.
- b) Development of generic and individual attack scenarios vis-a-vis the various systems and exercising of these attack scenarios in practice. Description of master domains of these scenarios and the equipment required for their exercising .
- c) Whether and how will the Arena enable challenging in the following domains:
 - [1] Load attacks.
 - [2] False messages.
 - [3] Component identification - exceeded signatures, false identification.
 - [4] False information, information that does not change over time.
 - [5] White noise in the system.
 - [6] Manipulation of system activity based on messages.

1.5.7.10 Remote connections

- a) Description of a possibility of remote connection to the system for obtaining indications or remote management of the system (similar to a real system).
- b) Description of the ability to connect to the external system to the Arena for the benefit of exercising external logics or transferring information to a third-party system.

1.5.7.11 Interfacing with the systems



- a) Description of the interfaces' connections for developing, simulating and testing vis-a-vis each component in the following contexts:
 - [1] Field component simulation.
 - [2] Maintenance, installation, identification of debugs and monitoring.
 - [3] Integration in the component as part of its manner of operation (based on hardware/software interfaces the component enables to external connections).
- b) Description of the entire physical and software equipment required for connecting to the components including testing and diagnostic equipment, general and dedicated network equipment.

1.5.7.12 Information accumulated during Testing

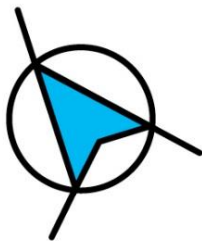
- a) It is expected that during the Testing vast transportation information will be created and accumulated, containing flow of the information between the various components in the system. The Winning Bidder shall be required to specify saving the information over time and using such information for developing smart algorithms at the experiment center and outside such.
- b) The Winning Bidder is required to describe the Arena's capability of forming information for external learning systems and this by simulating various scenarios as specified above.

1.5.7.13 Presentation of the organizational structure, personnel and required officials;

1.5.7.14 A business plan and a model of revenues, expenses and cash flow for the first three years of the Arena's activity;

1.5.7.15 Principles of collaboration with the various parties operating in the vehicle and cyber security domains.

As specified below, after the Company's review of the Methodology Document, an interview will be conducted with each of the bidders, at which it will be possible to present in a frontal manner and to explain the methodology's principles and the business plan proposed by them.



The bidders should note that the proposed methodology will be reviewed by the Company as part of reviewing the bids' quality, as specified in **Appendix 7** of the Tender's Terms Booklet.

It is clarified that the data noted in the Methodology Document submitted as part of the bidder's bid shall constitute minimal requirements in all concerning the Cyber Arena's activities, and the bidder shall be required to operate according to such.

It is further clarified that the Winning Bidder shall be, in any case, committed to all the requirements specified in the Tender Documents.

1.6 **Arena's Management and Operation Services**

Without derogating from that stated in other Tender Documents, below shall be presented a brief description of the scope of Services the Winning Bidder shall be required to provide.

The Winning Bidder shall manage the work interface vis-a-vis all parties involved in the Arena's activities, according to the policies and strategy outlined by the Steering Committee. Within this framework, the Winning Bidder shall establish the Cyber Arena within the city of Beer Sheva, as aforementioned, in collaboration with Ayalon Highways, and shall provide the Services listed below in an ongoing manner:

- 1.6.1 Management of the work interface vis-a-vis all parties involved in the Arena's activities, in accordance with the policies and strategies to be outlined by the Steering Committee.
- 1.6.2 Development of the Arena, including design and providing solutions for new requirements in connection with the means and equipment required at the Arena, as well as procurement of equipment and means required for the Arena's activities;
- 1.6.3 Administrative management and operation of the Arena, including managing the timetable and the manner of use of the Arena;
- 1.6.4 Managing, supervising and monitoring the work of subcontractors, suppliers and various service providers related to execution of the Testing at the Arena;
- 1.6.5 Management of the Arena's maintenance;
- 1.6.6 Development of methodologies and tools for testing the durability of smart transportation products against cyber threats;
- 1.6.7 Provision of access to the possibility of carrying out R&D activities for Experimenters, based on the Arena's infrastructures;
- 1.6.8 Contracting with the Experimenters;



- 1.6.9 Setting the experiment's scope vis-a-vis the Experimenters, including timetables, activities, costs, infrastructures and means required to perform the experiment;
- 1.6.10 Support, ongoing consultation and methodological assistance to the Experimenter's experiment personnel at all stages of conducting the experiment;
- 1.6.11 Provision of access to the data collected from the experiment means deployed in the Arena for completion of the Experimenters' experiment debriefing;
- 1.6.12 Provision of solutions to the Experimenters' needs in terms of preservation and protection of business confidentiality;
- 1.6.13 Operation of teams for conducting durability and penetration tests to the Experimenter's products against cyber threats;
- 1.6.14 Generation of reports, position letters and reviews according to Ayalon Highways's instructions;
- 1.6.15 Participation in discussions, surveys and various meetings concerning the Arena, as shall be held from time to time by Ayalon Highways and/or any other party;
- 1.6.16 For the avoidance of doubt, it is clarified that the Services shall be provided to the Company by the Winning Bidder, in accordance with the Tender Documents, including this Tender's Terms Booklet (Document I of the Tender Documents) as well as the engagement agreement attached as Document II of the Tender Documents.

1.7 **Staff Members**

- 1.7.1 The bidder shall be required to present as part of its bid for the Tender, three Staff Members proposed on its behalf for providing the Services as specified below:
 - 1.7.1.1 **Project manager**: Who shall manage all of the Arena's activities on behalf of the bidder;
 - 1.7.1.2 **CTO (Chief Technology Officer)**: Who shall be responsible for the scientific and technological aspects of Arena's activities;
 - 1.7.1.3 **Cyber expert**: Who shall be responsible for the adoption and implementation of work know-how and work methodologies from the information protection domain as part of the Arena's activities.



It is clarified that the aforementioned Staff Members are the Staff Members the bidder is required to present as part of its bid for the Tender, however the aforesaid shall not constitute an exhaustive description of the responsibilities of the Staff Members and definitions of their duties and/or of the Arena's organizational structure, and such shall be set forth in detail by the Steering Committee.

It is also clarified that a bidder may present in its proposal two staff members to meet the required knowledge and experience with respect to the "cyber expert" presented in the proposal, given that one of whom has the knowledge and experience in designing the architecture of an information security layout, and the other has experience in executing and / or managing Cyber permeability or resistance tests. For the avoidance of doubt, Bidders may present one team member as the proposed cyber expert, who has knowledgeable and experienced in both the realms mentioned above.

- 1.7.2 **The staff members presented by the Winning Bidder in its bid for the Tender, shall be assessed in accordance with the criteria set out in Appendix 7 of the Tender's Terms Booklet, and they shall be the staff members who shall provide the Services in practice as part of the Arena (above and hereinafter: the "Staff Members").**
- 1.7.3 The Staff Members shall engage in providing the Services continuously and throughout the entire term of engagement. Replacement of any of the Staff Members shall be subject to the Company's approval only, according to the Company's sole and professional discretion.
- 1.7.4 Additional Staff Members who will be employed at the Arena shall be approved in advance by the Steering Committee as a condition for commencement of their work at the Arena.
- 1.7.5 Without derogating from the aforementioned and from the provisions under the engagement agreement with the Winning Bidder, the Company, granted the approval of all of the Representatives on Behalf of the State at the Steering Committee, shall be entitled to require the replacement of any of the Staff Members employed in providing the Services, within a reasonable period of time, as well as instruct of any additional and/or other requirement in a manner that will ensure provision of the Services in a proper and appropriate manner.
- 1.7.6 Participation of Staff Members in one bid only

It is hereby clarified, that **each of the Staff Members shall be entitled to be included in the bid of one bidder only.**

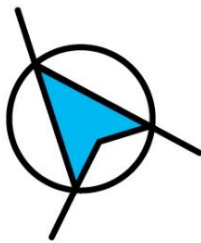


1.8 **Intellectual property**

Ownership of intellectual property and copyrights of the deliverables and the information arising from the Arena's activities, shall be set forth according to the provisions of Section 17 to the engagement agreement attached as **Document II** of the Tender Documents.

1.9 **The Engagement Term**

- 1.9.1 Upon signing the engagement agreement between the Company and the Winning Bidder, the preparation period shall commence, as part of which the Winning Bidder shall be required to establish the Arena and prepare for commencement of its activities. The duration of the preparation period shall be determined by the Steering Committee, and in any event shall not exceed 12 months.
- 1.9.2 The basic engagement period with the Winning Bidder shall be for the term of 36 months, commencing on the completion of the preparation period.
- 1.9.3 The Company is hereby granted the option, at its sole discretion, to extend the term of engagement by up to two additional periods of 12 months each.



1.10 Timetables

The planned timetables for the process are as follows:

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| - Publication of the Tender | - 6.2.2020 |
| - Bidders' conference | - 4.3.2020 at 12:00 |
| - Final date for clarification questions | - 8.7.2020 at 12:00 |
| - Final date for submitting bids | - 12.8.2020 at 12:00 |

The Company shall be entitled, at any time and at its sole discretion, to modify the processes' timetables, by notice delivered to the bidders.

2. Threshold conditions

A bid may be submitted by a bidder meeting, at the time of submitting bids for the Tender, all the following terms, in aggregate:

- 2.1 The bidder is a corporation duly registered in Israel (a company, association, non-profit organization, or registered partnership);
- 2.2 The bidder, or alternatively the bidder's primary subcontractor, holds technological infrastructure, know-how and expertise in Israel or abroad within the vehicle domain and/or protection against cyber attacks and data security (cyber security);
- 2.3 Holds all certificates required according to the Public Bodies Transactions Law, 5736 - 1976;
- 2.4 The bidder is not in the midst of any receivership proceedings, suspension of proceedings, bankruptcy or liquidation and there are no pending applications of this type against it, it is not facing insolvency, and no significant foreclosures have been imposed on its assets, and the bidder's latest quarterly or annual reviewed financial statements was not included a "going concern notice" or "going concern warning".

Definitions and clarifications concerning the threshold conditions noted above:

- a. The bidder is entitled to prove its compliance with the threshold conditions stated in Section 2.2 above, through prior experience that was accumulated by a related party/company (including aggregated experience of a number of related parties/companies).

In this regard, "**Related Party/Company**": A corporation controlling the bidder ("**Parent Company**") or controlled by the bidder ("**Subsidiary**") or a corporation controlled by the same party controlling the bidder (Fellow Subsidiary), as well as corporations controlling the bidder's Parent Company or corporations controlled by the bidder's Subsidiary;

In this regard, "**Controlling**" / "**Control**": As defined under the Securities Law, 5727 - 1968.



In such a case as aforementioned, the bidder shall be required to attach to its bid all of the certificates and references required for proof of meeting the said threshold conditions, signed by the bidder and the related company, as well as an affidavit signed by authorized signatories on behalf of the related company, in the format attached as **Appendix 13** to the Tender's Terms Booklet.

- b. A bidder who does not meet the threshold conditions set forth in Section 2.2 above, by itself and in whole, is entitled, for the purpose of demonstrating compliance with the said threshold conditions, to present the experience of a primary subcontractor to which it is related;

For this matter, "**Primary Subcontractor**": A corporation, whether or not such had been duly incorporated in Israel and operates pursuant to the laws of the State of Israel, engaged with the bidder in an engagement agreement, according to which it will provide part of the Services subject matter of the Tender, and that will remain in effect throughout the Term of Engagement between Ayalon Highways and the bidder, should the bidder be declared winner of the Tender.

Should the bidder wish to prove its compliance with the threshold conditions through a Primary Subcontractor, as aforementioned, the bidder shall attach to its bid a copy of the engagement agreement signed with it, as well as attach to its bid an irrevocable letter of commitment, according to the format attached as **Appendix 13** to the Tender's Terms Booklet, according to which the Primary Subcontractor shall undertake to execute the bidder's undertakings pursuant to the Tender Documents, so that should the bidder fail to execute all of the aforesaid undertakings, the Primary Subcontractor shall be fully liable towards the Company for execution of all the undertakings specified in the Tender Documents. The undertakings of the Primary Subcontractor as aforementioned is deemed a contract in favor of a third party as defined under the Contracts Law (General Part), 5733 - 1973.

For the avoidance of doubt, it is hereby clarified that excluding in respect of the prerequisite set forth in Section 2.2 above, the bidder shall be required to meet in whole itself (or through a Related Party/Company as provided under Section A above), all of the other threshold conditions specified above, and the bidder itself shall be exclusively liable towards the Company for meeting all its undertakings according to the Tender and the engagement agreement shall be signed between the Company and it only;

It is further clarified that participation of a Primary Subcontractor in more than one bid is not be allowed.

3. **Reviewing the bids**

- 3.1 The bids shall be reviewed by the Company, who is entitled to be assisted for doing so by consultants and experts as it may deem right.



3.2 In light of the complexity of the Services, their financial scope and importance, it is hereby clarified and emphasized explicitly that the Company is not obliged to accept the highest financial bid or any bid, and it reserves the right to reject any bid or all bids, at its sole discretion. It is further clarified that the Company shall be entitled, however not required, should it believe that none of the bids are to be accepted, to hold negotiations with the bidder offering the best bid among the bids that had been submitted, at its discretion, and according to the results of these negotiations decide whether to accept its bid or cancel the Tender.

3.3 Selection of the winning bid shall be conducted per the following stages:

3.3.1 Stage I - Review of the bidders' compliance with the processes' threshold conditions

At this stage the bidders' compliance with the Tender's threshold conditions shall be reviewed. Only bidders meeting the process' threshold conditions shall continue to stage II.

3.3.2 Stage II - The bid's quality component score

At this stage the bids' quality shall be reviewed (constituting 75% of the bid's final weighted score) by a professional sub-committee, which shall be appointed by the Company's tenders committee (hereinafter: the "**Sub-committee**").

The bidders' attention is drawn to the professional criterias for reviewing the quality of the bidders' bids specified in **Appendix 7** to the Tender's Terms Booklet

Only a bidder awarded a score of at least 70 out of 100 (the weighted score of the sections at this stage), shall continue to stage III.

3.3.3 Stage III - scoring the financial bid component

3.3.3.1 As aforesaid, as part of this Tender, the bidders are requested to note on the financial Bid form (Appendix 2.1), the sum they undertake to allocate from their resources for covering the Recognized Expenses of the Arena, and this beyond the Minimum Financing Sum, as specified in Section 10 below.

3.3.3.2 **Subject matter of the competition between the bidders in respect of the financial bid component is the sum they undertake to allocate beyond the Minimum Financing Sum as aforementioned.**

3.3.3.3 **The weight granted to the financial bid component is 25% of the final weighted score of the bid.**



3.3.3.4 **Weighting the financial bid component:**

The highest financial bid shall be awarded 100 points, and all remaining bids shall be scored relative to it. In accordance with the weighting formula below:

$$\frac{\text{the reviewed bid}}{\text{The highest financial bid}} \times 100 = \text{The score of the reviewed bid}$$

3.3.4 **In order to enable the Company to determine the quality score for each bid, objectively, the bidders are required to submit the Financial Bid Form (Appendix 2.1), as well as any other document specifying the financial bid, in a closed and separate envelope, which shall be opened and reviewed only after completion of the process of awarding the quality scores to the bidders' bids, according to the stages detailed above.**

3.3.5 **Stage IV - Weighting the bid quality component and the financial bid component and awarding a final score to the bid**

After weighting the financial bid, each bid shall be awarded a final weighted score according to the following ratio: The weight of the financial bid component score shall be 25%; the weight of the bid quality component score shall be 75%.

The bids shall be ranked according to the final weighted score.

3.4 Without derogating from any right available to it, the Company shall be entitled to refrain from awarding the works subject matter of this Tender to the bidder whose bid is the best, and this, inter alia, due to the Company's bad experience with the bidder and/or the Staff Members it proposes and/or due to its acquaintance with the bidder and/or the Staff Members it proposes, or should such be a corporation, due to its bad experience with the individuals and entities controlling it and acting on its behalf and/or its acquaintance with them. The Company shall be additionally entitled to refrain from awarding the works subject matter of this Tender to the bidder whose bid is the best, and this should it become aware, following inspections it may perform, and at its professional discretion, that other public entities have had bad experience with the bidder and/or the Staff Members it proposes, and should the bidder be a corporation, with the individuals and entities controlling it and acting on its behalf.

3.5 Without derogating from the aforementioned, the Company shall be entitled, however not required, to reject any bid that is not complete or clear, or that is not



drawn according to the Tender Documents, and this at the Company's final and sole discretion.

- 3.6 Without compromising the foregoing, the Company reserves the right to cancel the Tender, for any reason whatsoever, at any time, including following the last date for submitting bids. Included in such, the number of bids submitted, and the sum stated in such, are reasons which may be at the basis of the Company's decision to cancel the Tender.
- 3.7 The Company shall be entitled, however not required, at its sole discretion, to contact the bidder and/or third parties with a request to provide additional information and/or clarifications and/or explanations and /or supplements in respect of a bidder's bid and/or enable a bidder to do so, including in respect of provision of any document, certificate, permit or license as required per this Tender, and including for proving the compliance of the bidder and/or the Staff Members proposed by the bidder, with the Tender's threshold conditions, provided that any such document, license, certificate or permit shall be in effect and shall apply as to the final date for submitting bids.
- 3.8 The Company reserves the right to waive compliance with any of the requirements of this Tender that are not significant and that do not compromise the principle of equality, and all at the discretion of the Tenders Committee of the Company.
- 3.9 As part of the Tender's processes the Company shall summon the bidder and/or the Staff Members proposed by the bidder for a personal interview, and all at its discretion.
- 3.10 The Company is entitled, at its sole discretion, to hold negotiations with the bidders (or any of them).

4. Tender Documents

- 4.1 The following are the documents comprising the Tender Documents:
 - 4.1.1 Document I - the Tender's Terms Booklet including its appendices (this document):
 - 4.1.1.1 Appendix 1 - Bidder's profile form;
 - 4.1.1.2 Appendix 2 - the Bid Form;
 - 4.1.1.3 Appendix 2.1 - the Financial Bid Form - **it is required to submit such in a closed and separate envelope;**
 - 4.1.1.4 Appendix 3 - the Bidder's Declaration in Respect of Understanding the Terms of the Tender;
 - 4.1.1.5 Appendix 4 - Attorney Confirmation;



- 4.1.1.6 Appendix 5- Affidavits according to the Public Bodies Transactions Law, 5736 - 1976;
- 4.1.1.7 Appendix 6 - the Bidder's Declaration on Non-Payment of "Brokerage Fees" to any "Brokering Parties";
- 4.1.1.8 Appendix 7 - Criterias for Scoring the Quality of the Bid;
- 4.1.1.9 Appendix 8 - Affidavit for Proving the Bidder's Experience;
- 4.1.1.10 Appendix 9 - Affidavit for Proving the Experience of the Staff Members Proposed on behalf of the Bidder;
- 4.1.1.11 Appendix 10 - Affidavit Regarding the Bidder's Status;
- 4.1.1.12 Appendix 11- Statement on Lack of Conflict of Interest;
- 4.1.1.13 Appendix 12 - Undertaking Letter of the Primary Subcontractor (shall be attached should the bidder rely on a Primary Subcontractor for proving its compliance with the threshold conditions);
- 4.1.1.14 Appendix 13 - Affidavit of the Related Company (shall be attached should the bidder rely on a Related Party for proving its compliance with the threshold conditions).

4.1.2 Document II - the Engagement Agreement

- 4.2 All of the Tender Documents, whether attached or not, constitute the Company's property and are provided to the bidders for drawing their bid and submitting such, and for this purpose only. The bidders are required to return the Tender Documents by the last date for submitting bids. For the avoidance of doubt, it is hereby clarified that these documents are the Company's property also after such had been filled by the bidder, and the Company shall be entitled to make any use of them, at its sole discretion, and this whether or not the bidder had been selected to perform the Services, as the bidder shall have no claim or argument in this regard. The bidders shall not be entitled to copy the Tender Documents or make use of such for any other purpose.
- 4.3 The Tender Documents set may be downloaded (free of charge) from the Company's website at www.ayalonhw.co.il. **Submission of the bids shall be conducted on the Tender Documents Set to be submitted to the Tender box located at the Company's offices at 2 Sderot Nim, Rishon Letzion (7th floor) only.**

5. Documents to be attached to the bid

- 5.1 For proving the bidder's experience as required in the Tender Documents, including Section 2 above, and for scoring the quality of the bids in accordance with the



professional criteria set forth in **Appendix 7** to the Tender's Terms Booklet, the bidder shall attach to its bid all of the required permits and certificates, and as part of such it shall attach the following documents:

- 5.1.1 **For proving the bidder's compliance with the prerequisite set forth under Section 2.1 above**, the bidder shall attach to its bid the bidder's documents of incorporation as well as an up-to-date registration extract from the Registrar of Companies, the Registrar of Associations or the Registrar of Partnerships, as applicable;
- 5.1.2 **For proving the bidder's compliance with the prerequisite set forth under Section 2.2 above**, the bidder shall attach to its bid a signed and verified affidavit in the text attached hereby as **Appendix 8** to the Tender's Terms Booklet;
- 5.1.3 **For proving the bidder's compliance with the prerequisite set forth under Section 2.4 above**, the bidder shall attach to its bid a signed and verified affidavit in the text attached hereby as **Appendix 10** to the Tender's Terms Booklet;
- 5.1.4 **For proving the experience of the Staff Members proposed by the bidder, according to the criteria specified in Appendix 7 below**, the bidder shall attach to its bid drawn and duly verified affidavits in the text attached as **Appendices 9a-9c** under the Tender's Terms Booklet; it is required to attach a separate affidavit in respect of each of the staff Members proposed by the bidder; the affidavit shall be signed by the relevant Staff Member as well as by the bidder;

Additionally, the bidder is required to attach the company profile, certificates and list of projects it has executed, the resumes of the Staff Members it proposes, specification of the relevant professional experience, certificates and recommendations. The tenders committees shall be entitled to request confirmations by the customers of the works in the presented projects. These documents shall serve both for examining the bidder's compliance with the threshold conditions as well as for quality scoring according to the criterias set forth in the Tender.

In the event where the bidder shall wish to present in its bid a proposed Staff Member who is not employed directly by it (as employer-employee relations), the bidder shall attach **a signed copy of the engagement agreement between it and the proposed Staff Member meeting the requirements under the Tender's threshold conditions**, which shall be required to remain in effect throughout the duration of the engagement term to be signed between the bidder, should it win the Tender, and the Company.



- 5.1.5 Additionally, the bidder shall attach to its bid all of the other documents required for proving its compliance with the threshold conditions set out in Section 2 above, including all of the certificates required under the Public Bodies Transactions Law, 5736 - 1976, for proving compliance with the threshold conditions set out in Section 2.3 above.
- 5.2 The bidder is required to attach to its bid, in addition to the other attachments required per this Tender's Terms Booklet, and in addition to the signed bid documents, the following documents specified below as well:
- 5.2.1 The Bidder's Profile Form according to the text attached as **Appendix 1** to the Tender's Terms Booklet;
- 5.2.2 A Complete and signed Bid Form, in the text attached as **Appendix 2** to the Tender's Terms Booklet;
- The bidders should note that the Financial Bid Form is to be submitted on Appendix 2.1 to the Tender's Terms Booklet, in a sealed and separate envelope.**
- 5.2.3 The bidder's statement regarding its understanding the tender's terms, in the text attached as **Appendix 3** to the Tender's Terms Booklet;
- 5.2.4 A valid certificate from the assessing officer or accountant indicating that the bidder duly manages accounting books and records it is required to manage according to the Income Tax Ordinance [new Version], 5721- 1961 and the Value Added Tax Law, 5736 - 1975;
- 5.2.5 A valid withholding taxes exemption certificate;
- 5.2.6 An attorney confirmation, in accordance with the text of **Appendix 4** to the Tender's Terms Booklet, specifying as follows -
- 5.2.6.1 That performance of the Services and engaging in the Engagement Agreement for execution thereof are within the bidder's powers;
- 5.2.6.2 Names of the bidder's managers;
- 5.2.6.3 Names of the persons whose signatures bind the bidder;
- 5.2.6.4 Specification of the bidder's owners;
- 5.2.6.5 Confirmation that the persons signing the bid and the Tender Documents are authorized to do so, and their signatures bind the bidder for all intents and purposes.



- 5.2.7 Declaration of the bidder regarding employment of foreign workers according to law and payment of minimum wages, in the text attached to the Tender's terms as **Appendix 5** to the Tender's Terms Booklet;
- 5.2.8 Bidder's declaration on non-payment of "brokerage fees" to any "brokering parties", in the text attached to the Tender's terms as **Appendix 6** to the Tender's Terms Booklet;
- 5.2.9 The bidder and the Staff Members presented as part of its bid for the Tender, are required to attach a declaration regarding lack of conflict of Interest in the text attached as **Appendix 11** to the Tender's Terms Booklet;
- 5.2.10 **The methodology document** to be submitted by the bidder and reviewed as part of examining the bid's quality as specified in **Appendix 7** to the Tender's Terms Booklet. The methodology document shall be attached as a single hard copy (printed) and an additional copy on magnetic media (Disk on Key or CD), which shall include the computerized version of the methodology document, in WORD format. The methodology document shall not exceed 20 A4 pages and drawn in "David" font, with double space between lines and "ordinary" space between letters, while leaving margins of 2 cm at least on each side.
- 5.3 The bidder is required to fill all of the details required to be filled on all of the Tender Documents.
- 5.4 All of the Tender Documents, as specified in Section 4 above, shall be signed by the bidder's signatories and shall be attached to its bid. Pages that do not note a field designated for a signature, shall be signed with initials only. Pages noting a field designated for a signature, including the engagement agreement, shall be signed with a full name and if necessary (corporation) adding a stamp and in accordance with the bidder's procedures. Where confirmation by an attorney and/or accountant is required, such shall be filled and signed by an attorney and/or accountant.
- 5.5 The bidder must ensure that the identification number on all of the submitted documents, including registration at the VAT authority (Authorized Dealer Certificate) and at the Income Tax Authority (confirmation of bookkeeping), is identical. In the event where there is inconsistency of the identification number, it shall attach a certificate/explanation on behalf of the competent authorities for such.
- 5.6 All of the aforementioned documents are to be submitted along with the bidder's bid and all of the Tender Documents. In the event of a bid submitted in lack of all the documents requested above, the Company's Tender Committee shall be entitled, however not required, to disqualify such for that reason alone, and refrain from deliberating on such.



6. Reservations

Modifications, in the Tender Documents, whether by way of addition, deletion or any other manner, are prohibited. Any modification or addition made in the Tender Documents, of any type whatsoever, or any reservations in respect of such, whether by addition to the documents themselves or by an accompanying letter or otherwise, may lead to disqualification of the bid - all at the Company's sole and absolute discretion.

Additionally, failure to fill in any detail required from the bidder to fill in and/or absence of a signature and/or deviation from the requirements under the Tender's Terms Booklet, may also lead to disqualification of the bid - all at the Company's sole and absolute discretion.

7. Inconsistencies and/or discrepancies

7.1 Should the bidder believe that there are inconsistencies in the Tender Documents or ambiguities, the bidder shall be allowed to contact, in writing, by _____ on _____ via e-mail to the e-mail address _____, while specifying its identity and contact information for a response, for detailing any clarifications, inconsistencies, errors, discrepancies or doubts it may find in respect of the exact meaning of any Section or any detail.

7.2 One who had refrained from doing so shall be precluded from raising any claims concerning unreasonableness and/or ambiguity, errors, inconsistencies, etc.

7.3 Following expiration of the last date for obtaining clarifications, Ayalon Highways's responses to the bidders' requests shall be posted on its website at www.ayalonhw.co.il, under the tab of the Tender in question. The bidders shall bear the duty to stay up to date on the Company's website regularly, regarding Ayalon Highways's publications and clarifications in connection with the Tender.

7.4 The Company shall be entitled to refrain from addressing applications for clarifications and/or reservations, or part thereof, as well as it shall be entitled to deliver its reference to all bidders (without specifying the name of the bidder that had contacted it), and all at its sole discretion. Should the Company fail to address the request and/or reservation by the date set forth for submitting the bids, such shall be deemed rejection of the bidder's request.

8. Bidders' conference, clarifications and modifications

8.1 The Company intends to hold a bidders' conference. The purpose of the conference is to provide the general background on the Tender's contents and respond to questions that may arise among the bidders. At the same time, and for the avoidance of any doubt, the purpose of the conference is a utility aimed to attempt and deliberate on any questions that may arise. It is hereby declared and clarified that statements made during the bidders' conference shall not bind the Company, shall not constitute any representation and shall not contradict the Tender Documents. Merely by



attending the bidder's conference as aforementioned, the bidder grants its consent for this provision.

- 8.2 **Unless otherwise prescribed, the bidders' conference shall be held on _____ at _____ . Participation in the conference is not mandatory.**
- 8.3 The conference shall be held at the Company's offices at 2 Nim boulevard, Rishon Letzion (7th floor). Those interested in participating are asked to make sure to arrive on time. The bidders are asked to prepare their questions in advance, in writing, and deliver such to the Company via the e-mail address _____ no later than 72 hours prior to the date of the bidders' conference.
- 8.4 It is hereby clarified that, the Company, at its sole discretion, shall be entitled to hold an additional bidders' conference.
- 8.5 The Company reserves its right to make modifications and amendments to the Tender Documents up to the Last Date for Submitting Bids, at its own initiative, or in response to bidders' questions, all at its sole discretion. The modifications and amendments stated, shall constitute an integral part of the Tender's provisions, and shall be brought, in writing, to the attention of all those purchasing the Tender Documents via the Company's website. At its discretion, should such modifications be significant, as it may believe require delay of the Last Date for Submitting Bids, the Company shall be entitled to notify of delaying such date, by notification to be delivered to all bidders. The bidders shall confirm obtaining the notification within two days following receipt thereof, in a notification in writing delivered to the Company at the Company's address.
- 8.6 Clarifications and modification published by the Company, shall be posted on the Company's website as specified in Section 8.3 above. The bidders shall bear the responsibility to regularly stay up to date concerning notifications to be posted on the Company's website.
- 8.7 Any response provided by the Company and/or its representative to the bidder shall be in writing only, and a response provided otherwise shall be null and void. The Company shall not be responsible for any explanations provided verbally by its employees, sub-contractors on its behalf and/or any other person in connection with the Tender's provisions and/or the bid, and the relations between the Company and the bidders shall be based on documents in writing only.
- 8.8 It is hereby clarified that the Company's response to bidders' requests for obtaining clarifications and/or modifications, should there be such a response, at the Company's discretion, shall be provided without stating the name of the bidder who had contacted it.



- 8.9 The bidders shall be required to confirm receipt of notification and/or response from the Company within two days following receipt thereof.

9. Submitting the bid

9.1 General

- 9.1.1 The bid including all its appendices, including all of the documents and references, which the bidder is required to attach, shall be submitted in **three copies** (original + 2 copies) and shall be placed in a sealed envelope which is attached to the Tender Documents.
- 9.1.2 The Financial Bid Form (**Appendix 2.1**), after all the information requiring filling had been filled, shall be submitted in one copy, and it shall be placed in a separate envelope as specified below.
- 9.1.3 Without derogating from the generality of the aforementioned, the bidder's bid shall include, inter alia, any document required for proving the bidder's compliance with the threshold conditions as well as any document required for scoring the bid's quality, which shall be reviewed and scored as part of the stage of scoring the bid's quality component (Stage II), and this should the bidder prove its meeting the tender's threshold conditions.

9.2 The financial bid

- 9.2.1 As specified in Section 1.5.6 above and the other Tender Documents, the Winning Bidder shall be required to allocate from its own resources the sum of at least NIS 4 million (including VAT), which is the Minimum Financing Sum.
- 9.2.2 The bidder is requested to note on the Financial Bid Form (**Appendix 2.1**) the sum it undertakes to allocate from its own resources for covering the Recognized Expenses of the Arena, and this beyond the Minimum Financing Sum.
- 9.2.3 For the avoidance of doubt, it is hereby clarified that a bidder is entitled to submit a Financial Bid in the sum of NIS 0, meaning that the bidder undertakes to allocate from its own resources only the Minimum Financing Sum (NIS 4 million) for covering the Arena's Recognized Expenses.
- 9.2.4 It is further clarified that the bidder is not entitled to propose a negative financial bid or any other financial bid meaning that the bidder undertakes to allocate a sum lower than the Minimum Financing Sum for covering the Arena's Recognized Expenses.



- 9.2.5 The financial bid shall be fixed, comprehensive and final, it shall not be linked to any index and it shall include all taxes or other levies applying to execution of the Services subject matter of the Tender, excluding VAT.
- 9.3 Blackened copy
- 9.3.1 Without derogating from the aforementioned, the bidder shall be entitled to submit one additional copy of the documents it had submitted (excluding the financial bid), on which information the bidder believes constitutes confidential information or commercial or professional secret not to be disclosed to the other bidders had been darkened. This copy shall be marked with the words "commercial confidentiality".
- 9.3.2 The Company is not required under law to accept the bidder's opinion. For good measure it is hereby clarified, that should the Company choose to disclose to the other bidders information that had been marked by the bidder as information that is not to be disclosed, the Company shall notify the bidder, prior to disclosing the information, of its decision in respect of the information it intends to disclose to the other bidders and the bidder shall be allowed a period of forty eight (48) hours to appeal against this decision.
- 9.3.3 For the avoidance of doubt, should the bidder fail to submit a darkened copy as aforementioned, the Company shall be entitled to disclose to the other bidders the full bid of the bidder including all of its terms and provisions, at its sole discretion and without prior notice.
- 9.4 The bidder shall be required to submit its detailed bid in accordance with the Tender's requirements and terms as well as the other the Tender Documents it had been provided with by the Company to the tenders box designated for the Tender located at the Company's offices, no later than the date and time of the Last Date for Submitting Bids. A bid submitted on a date and/or hour later than the aforesaid shall not be submitted.
- 9.5 **The Last Date for Submitting Bids is at _____ on _____.** A bid not placed in the tenders box on the aforementioned date and/or submitted later than the date above shall not be accepted.
- 9.6 The bidder's bid shall remain in effect, without recourse, for six months, unless the bidder shall agree to the Company's request, should there be any, to extend its validity. Should the Company request the extension of the bids, and consent had not been given by one of the bidders, the bid of the bidder refusing the extension of its bid shall be disqualified, and the Company shall be entitled to continue with the Tender process and later select the bid of another bidder who had agreed to its request



to extend the validity period of its bid, and this even where the other bid, the validity period of which had not been extended as stated, had been a preferred bid.

10. Conflict of interest

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

An organ of the Company (including director or CEO), its relative, agent or partner, or a corporation where one of the foregoing holds, directly or indirectly, any rights and/or where any of them is an administrator or a liable employee in such, shall not be allowed to take part in this Tender. In this regard "**Relative**"- spouse, parent, son or daughter, brother or sister.

A bidder or anyone on its behalf, in respect of whom there is concern of conflict of interest with the Services subject matter of this Tender and/or concern of conflict of interest between it and Ayalon Highways - shall not be allowed to take part in the Tender, unless the Company had given its consent for doing so and subject to the terms it may instruct the bidder of, at its sole discretion.

11. Cancellation of the engagement with the Winning Bidder and engaging with another bidder

11.1 In the event where the Winning Bidder had failed to meet its undertakings according to the Tender's terms, the Company shall be entitled, at its sole discretion, to cancel its win or grant it an additional extension for meeting its undertakings.

11.2 A bidder whose win had been terminated as aforementioned, shall have no claim towards the Company, and by merely submitting its bid it waives any claim and/or demand against the Company in connection with cancellation of its win.

11.3 Without limiting the foregoing, should the Company cancel the bidder's win due to its failure to meet the provisions of this Section, the Company shall be entitled to declare a bidder whose bid had been rated second following the bidder whose win had been cancelled as the Winning Bidder or cancel the Tender, all at its sole and absolute discretion, and the bidder whose bid had been ranked second to the Winning Bidder's bid, which had been cancelled, has no and shall have no claim and/or argument and/or demand concerning declaration of its bid as the winning bid for the Tender.

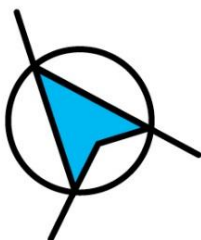
11.4 Without derogating from any other right available to the Company, and in addition to any right available to it under law and in accordance with the Tender's provisions, in the event where during the first year of the agreement the Company cancelled the engagement agreement with the Winning Bidder for any reason whatsoever, the Company shall be entitled, however not required, to contact the bidder whose bid had been ranked second after the Winning Bidder, and offer it to engage with it with an engagement agreement per its bid, and this rather than call for a new tender. Such a bidder shall provide its response to the Company's offer in writing within seven (7)



days. In the event where the bidder had refused the Company's offer or no response had been provided by it at all, the Company shall be entitled to contact the bidder ranked second after such with a similar offer, and so on. For the avoidance of doubt it is hereby clarified that the right stated pursuant to this Section shall be at the Company's sole and absolute discretion, and the bidder whose bid had been ranked second after the bid of the bidder, the engagement agreement with whom had been cancelled, and/or any other bidder has no and shall have no claim and/or argument and/or demand concerning declaration of its bid as the winning bid due to cancellation of the engagement agreement with the Winning Bidder.

12. Additional eligible bidder

- 12.1 Without derogating from its rights under law, the Company reserves the right to contact the bidder who had been ranked among the hierarchy of bids after the bidders that had been declared as winning the Tender (hereinafter: "**Additional Eligible Bidder**"), for providing its services per its bid, and this in the event where a Winning Bidder had failed to meet its undertakings in accordance with the terms of the Tender and/or the agreement, as well as in the event where the Company shall be interested in obtaining the services subject matter of this Tender from an additional party.
- 12.2 Should the Company opt to act as stated in Section 13.1 above, the Company shall notify the bidder of its being an Additional Eligible Bidder, and the Additional Eligible Bidder shall act pursuant to the provisions applying to the Tender's winner, as for this matter the Company's notification per this Section shall be deemed to be the date of notification of the win.
- 12.3 The Additional Eligible Bidder shall be given a period of 7 days following the Company's request, to notify the Company of accepting its offer. Should the Additional Eligible Bidder fail to do so, or had denied the offer, the Company shall be entitled to once again offer this offer to a bidder who had been ranked among the hierarchy of bids after the Additional Eligible Bidder, and so on.
- 12.4 For the avoidance of doubt it is hereby clarified that exercising the right stated pursuant to this Section to contact an Additional Eligible Bidder or the next bidder whose bid had been ranked after it, shall be at the Company's sole and absolute discretion, and the bidders have no and shall have no claim and/or argument and/or demand concerning declaration of their bid as the winning bid for the Tender due to cancellation of winning of the Winning Bidder and/or cancellation of the engagement agreement with the Winning Bidder.
- 12.5 The aforementioned does not compromise the Company's right to act in any other legal manner in such a case, including, without derogating from the generality of that stated, to conduct a new procedure for selecting a winner for provision of the Services. Selection of an Additional Eligible Bidder or entering into an agreement with it shall not compromise any right or claim available to the Company against the winner in such a case.



13. General Terms

13.1 Budgetary approval and termination of the Tender

It should be clarified that at the time of publication of the Tender, the budgetary approval for executing the Services subject matter of the Tender had not been obtained as of yet. Thus, there is a possibility the Tender may be cancelled and/or a delayed regarding the date of commencing the execution of the Services due to failure to obtain budgetary approval and/or cancellation thereof at the Company's discretion. Merely by submitting the bid, the bidders are deemed to agree to and confirm the aforementioned, and as waiving any argument, demand and/or claim against the Company and/or anyone on its behalf in respect of this issue and undertake to refrain from raising any argument, demand and/or claim against the Company and/or anyone on its behalf, regarding cancellation of the tender and/or delay in commencement of the Services subject matter of the Tender for any reason whatsoever.

For the avoidance of doubt it is hereby clarified that in the event of cancellation of the Tender and/or delay in commencement of the Services, for any reason whatsoever, the bidders shall not be entitled to any compensation and/or additional payment, of any type whatsoever, including payment due to expenses they had spent in preparing the bid and/or any other expense they had paid in connection with the Tender.

13.2 Governing law

This procedure is subject to the laws of the State of Israel, as their version from time to time. The bids shall be drawn and submitted pursuant to the provisions under any law, and the bidders shall be deemed to have obtained appropriate legal consultation for participating in the procedure and submitting bids.

13.3 Jurisdiction

Any issue concerning this procedure shall be heard solely at the competent court in the city of Tel Aviv-Yaffo.

13.4 Expenses of participation in the process

The bidder shall bear alone the expenses of participating in the process, and shall not be entitled to any indemnification from Ayalon Highways for these expenses.

13.5 Single bid

Each bidder shall be entitled to submit only one bid. The aforementioned shall apply also to the one controlling the service provider, or controlled by it, or controlled by a third party which controls it as well. For this purpose the term "Control" shall be



defined as holdings of more than 50% of the voting rights at the general assembly or the right to appoint more than 50% of the directors.

Submission of a joint bid of two legal entities is not allowed.

Itamar Ben-Meir

General Manager



Appendix 1

Bidder's Profile Form

Bidder's name: _____ Corporation/authorized dealer no.: _____

Date of foundation: _____

Bidder's address: _____

Tel. _____ Fax. _____

Email: _____

Contact person at the bidder: _____

Cellphone: _____

Name of the bidder's owners: 1. _____ ID. _____

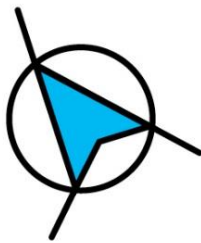
2. _____ ID. _____

3. _____ ID. _____

(Should the owner of the corporation is a corporation it is required to
specify the owner of that corporation)

Names of the signatories on behalf of the corporation: _____

Bidder's signature: _____



Appendix 2

To
Ayalon Highways Ltd.
2 Nim Blvd.
Rishon LeZion

Dear Sirs,

The Bid Form

1. We the undersigned, after carefully reading, examining and understanding the terms provided by Ayalon Highways Ltd. (hereinafter: the “**Company**”) for submitting a bid for engaging with it as part of Tender no. 9/20 for the establishment, development, management and operation of a Cyber Arena for Testing in smart transportation (hereinafter: the “**Tender**” and the “**Services**”, respectively) including all of the provisions and requirements specified in all of the Tender Documents including their appendices, hereby offer the Company execution of the Services, all as specified in the tender documents including all of its appendices.
2. We hereby announce that our bid is prepared in accordance with the Tender including all of its appendices, and that we have obtained and/or have been given access to all of the documents related to the bid, as we have also been given explanations for all concerning the bid and execution of the Services.
3. We hereby declare and undertake that should our bid be accepted, we shall execute all of the Services in accordance with all of the Tender's provisions and its appendices to your complete satisfaction and this in the format of the financial bid specified below.
4. Should our bid be accepted we undertake to sign, as specified in the Tender's procedures and terms thereof, the engagement agreement attached hereby, and refrain from transferring to any other party any of our rights under this agreement nor add or join any partner or establish another corporation for obtaining use of our rights.
5. Attached hereby are all of the Tender Documents as such are signed by us. We are aware that failure to fill in and/or attach any document and/or making any modification/addition to the bid documents, may result in disqualification of our bid.
6. This bid of ours is irrevocable and may not be cancelled or modified. We agree that you shall be entitled, however not required, to deem this bid of ours a binding contract between you and us. We are aware and agree that you shall be entitled to conduct any process concerning submission of amended bids. We are further aware that you shall be entitled to cancel the Tender.
7. Should our bid be accepted we undertake to comply with all of the threshold conditions for your signing the engagement agreement, as specified in the Tender Documents, and that within fourteen (14) days following your notification we shall sign the engagement agreement's documents and provide you with the insurance policies specified in such, as well as all of the additional documents and evidence required to be submitted.
8. The data and/or documents that are included in our bid and constitute, as we believe, confidential information are:



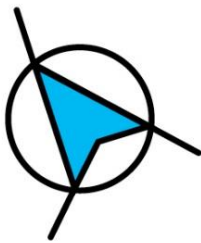
Name of the Bidder (full name): _____

Names of the signatories on behalf of the Bidder: _____

Signatories' signatures: _____

Bidder's stamp: _____

Date: _____



Appendix 2.1

(To be submitted in a sealed and separate envelope)

To
Ayalon Highways Ltd.
2 Nim Blvd.
Rishon LeZion

Dear Sirs,

Re: The Financial Bid Form

We the undersigned, have been duly authorized by _____ (hereinafter: the "**Bidder**") to sign this financial bid in support of the bid for Tender no. 9/20 for the establishment, development, management and operation of a Cyber Arena for Testing in smart transportation (hereinafter: the "**Tender**").

After carefully reading, examining and understanding the terms provided by Ayalon Highways Ltd. (hereinafter: the "**Company**") as part of the Tender, we hereby undertake that should the bidder's bid be announced the winning bid for the Tender, **the Bidder shall allocate from its own resources, the sum of no less than NIS 4 million for covering the Arena's recognized expenses** (as this term is defined in the Tender), and this beyond the sum the Company shall allocate for covering the Arena's recognized expenses (hereinafter: the "**Minimum Financing Sum**").

In addition to the Minimum Financing Sum, we hereby propose that should the Bidder's bid be announced to be the winning bid for the Tender, the Bidder shall allocate from its own resources an additional sum for covering the Arena's recognized expenses, and this beyond the Minimum Financing Sum, in the amount of:

NIS _____

And in words: NIS _____

We declare that all of the particulars provided by us as above are correct and accurate.

Name of the Bidder (full name): _____

Names of the signatories on behalf of the Bidder: _____

Signatories' signatures: _____

Bidder's stamp: _____

Date: _____



Appendix 3

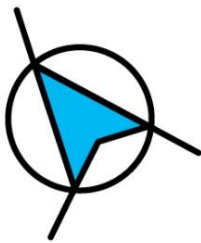
The Bidder's Declaration in Respect of Understanding the Terms of the Tender

We the undersigned, after carefully reading, examining and understanding all of the documents under Tender No. 9/20 for the establishment, development, management and operation of a Cyber Arena for Testing in smart transportation, whether attached or not attached however constituting an integral part of the Tender Documents, hereby declare and undertake as follows:

1. We hereby declare that we have understood all of the provisions set forth under the Tender Documents and have submitted our bid accordingly. That we have reviewed and examined carefully all of that stated in the Tender Documents, and have examined all of the requirements, terms and circumstances, physical and legal, which may have an impact on our bid or on performing the Services subject matter of the Tender. That we agree to all of the provisions set forth under the Tender Documents and confirm and undertake that we shall raise no claims or demands based on lack of knowledge and/or misunderstanding, and we hereby waive in advance any such claims. Without derogating from the generality of the aforementioned, we are aware and we agree, that merely submitting our bid embodies explicit waiver of any claim, of any type whatsoever, in respect of inconsistency and/or deviation, of any type whatsoever, of the Tender's terms and/or any of its terms and/or of any term under law.
2. We declare that we meet all of the provisions required in the Tender and that our bid complies with all of the requirements under the Tender's Documents and we take upon ourselves to execute our undertakings pursuant to provisions set forth in the Tender's Documents, including the engagement agreement.
3. We declare that we are aware that execution of the work according to the Tender Documents requires maintaining confidentiality of all the information that we may acquire as well as maintaining a high level of trust and reliability, and we undertake to implement execution of the provisions under the engagement agreement and comply with all of our undertakings per this engagement agreement reliably and faithfully, while strictly complying with all provisions under law. We declare that we are not allowed to transfer any information we hold as a result of our participation in this Tender to any other party, or make any use of such other than as part of this Tender.
4. We hereby declare that this bid is submitted with no connection and/or coordination with other bidders, and that we have not disclosed the details of our bid to other participants in the Tender.
5. We declare that this bid of ours is within the scope of the objectives and powers set forth in the documents of the corporation in name of which this bid is submitted and we are entitled to sign this bid on behalf of the corporation and there is no restriction under law or agreement to sign this bid.

Date

Bidder's signature



Appendix 4

To

Ayalon Highways Ltd.

Attorney Confirmation

I, the undersigned _____, Attorney at Law, of _____ (hereinafter: the "**Bidder**") hereby confirm as follows:

1. Execution of the Services and entering into the engagement agreement pursuant to Tender No. 9/20, for the establishment, development, management and operation of a Cyber Arena for Testing in smart transportation, are within the scope of the bidder's powers.
2. Names of the bidder's managers: _____.
3. Names of the persons whose signatures bind the bidder: _____.
4. The manner of signature which binds the bidder: _____.
5. The bidder's owners: _____.
6. The signatures of Mr./Ms _____ and _____, who have signed this bid and the engagement agreement attached thereto before me, along with the bidding corporation's stamp, bind the bidding corporation for all intents and purposes.

Date

Attorney signature and stamp



Affidavit

**Concerning lawful employment of foreign workers and payment of minimum wages
Pursuant to the Public Bodies Transactions Law, 5736 - 1976**

I the undersigned, Mr./Ms. _____, bearing I.D. number _____ after being warned that I must state the truth and that I shall be subject to the penalties under law shall I fail to do so, hereby declare in writing as follows:

1. I have been duly authorized by _____ (hereinafter: the "**Bidder**") to sign this affidavit in support of the bid for Tender no. 9/20 for the establishment, development, management and operation of a Cyber Arena for Testing in smart transportation, which had been published by Ayalon Highways Ltd. (hereinafter: the "**Tender**").
2. I hereby declare that one of the following holds true in respect of the Bidder:
 - (A) The Bidder and anyone affiliated with it had not been convicted in a final judgment of an offense under the Foreign Workers Law.
 - (B) Up to the Last Date for Submitting Bids for the Tender, the Bidder and anyone affiliated with it had not been convicted in a final judgment of more than two offenses under the Foreign Workers Law.
 - (B) In the event where the Bidder or anyone affiliated with it had been convicted in a final judgment of two or more offenses under the Foreign Workers Law - at least one year had elapsed from the date of the last conviction and the Final Date for Submitting Bids.
3. I hereby declare that one of the following holds true in respect of the Bidder:
 - (A) The Bidder and anyone affiliated with it had not been convicted in a final judgment of an offense under the Minimum Wages Law.
 - (B) Up to the Last Date for Submitting Bids for the Tender, the Bidder and anyone affiliated with it had not been convicted in a final judgment of more than two offenses under the Minimum Wages Law.
 - (C) In the event where the Bidder or anyone affiliated with it had been convicted in a final judgment of two or more offenses under the Minimum Wages Law - at least one year had elapsed from the date of the last conviction up to the Final Date for Submitting Bids.

Regarding Sections 2 and 3 above:

"**Means of Control**", "**Holding**" and "**Control**" as defined under the Banking Law (Licensing), 5741-1981;

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

- (1) A body of persons controlled by the bidder;
- (2) Should the bidder be a body of persons, any of the following: (A) The controlling shareholder of such; (B) A body of persons where the composition of its shareholders or partners, as applicable, is similar in essence to such a composition of the bidder and its domains of activities are similar in essence to the bidder's domains of activities; (C) The one responsible on behalf of the bidder for payment of wages;
- (3) Should the bidder be a body of persons significantly controlled - another body of persons, significantly controlled by the one controlling the bidder.



“**Convicted**” of an offense - had been convicted in a final judgment of an offense committed later than Heshvan 25, 5763 (October 31st, 2002):

“**Foreign Workers Law**” - the Foreign Workers Law (Prohibition on Illegal Employment and Ensuring Fair Conditions), 5751 - 1991.

“**Minimum Wages Law**” - the Minimum Wages Law, 5747 - 1986;

“**Substantial Control**” holding three quarters or more of a specific type of means of control of the body of persons;

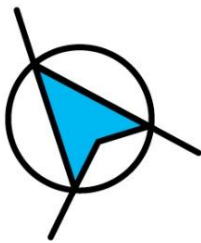
4. This is my name, this is my signature and the contents of my affidavit above are true.

The declarator's signature

Confirmation

I, the undersigned _____, attorney, of _____ hereby confirm that on _____ Mr./Ms. _____ had appeared before me at my office, who is authorized to sign on behalf of the Bidder, and who had identified himself/herself by ID Card number _____, and after I have warned him/ her that he/she must state the truth and he/she shall be subject to the penalties under law shall he/she fail to do so, has verified the correctness of his/her statement above and signed it before me.

Attorney signature and stamp



**Affidavit
Concerning Adequate Representation of Persons with Disabilities
Pursuant to the Public Bodies Transactions Law, 5736 – 1976**

I the undersigned, Mr./Ms. _____, bearing I.D. number _____ after being warned that I must state the truth and that I shall be subject to the penalties under law shall I fail to do so, Bill hereby declare in writing follows:

1. I have been duly authorized by _____ (hereinafter: the “**Bidder**”) to sign this affidavit in support of Tender no. 9/20 for the establishment, development, management and operation of a Cyber Arena for Testing in smart transportation, which had been published by Ayalon Highways Ltd. (hereinafter: the “**Tender**”).
2. I hereby declare and confirm that it has been explained to me and I understand the meaning of Section 9 of the Equal Rights for Persons with Disabilities Law, 5758 - 1998 (hereinafter: the “**Equal Rights Law**”).
3. I hereby undertake to provide a copy of this affidavit of mine to the Director General of the Ministry of Labor, Welfare and Social Services within 30 days following the date of my engagements with Ayalon Highways Ltd.
4. Please mark with an X the appropriate box:

The provisions under Section 9 of the Equal Rights Law do not apply to the Bidder.

The provisions under Section 9 of the Equal Rights Law apply to the Bidder and it complies with such..

Should the Bidder employ at least 100 workers it is required to undertake as follows:

The Bidder undertakes to contact the Director General of the Ministry of Labor, Welfare and Social Services for examining implementation of its undertakings according to Section 9 of the Equal Rights Law, and if necessary - for obtaining instructions regarding implementation thereof.

Should the Bidder employ at least 100 employees and the Bidder had committed in the past to contact the Director General of the Ministry of Labor, Welfare and Social Services for examining implementation of its undertakings pursuant to Section 9 under the Equal Rights Law, the Bidder declares that it had so contacted as required of it and has acted for implementation of the instructions, if such had been given.

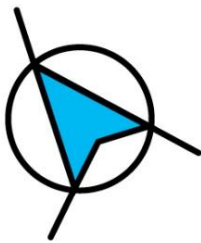
5. This is my name, this is my signature and the contents of my affidavit above are true.

The declarator’s signature

Confirmation

I, the undersigned _____, attorney, of _____ hereby confirm that on _____ Mr./Ms. _____ had appeared before me at my office, who is authorized to sign on behalf of the Bidder, and who had identified himself/herself by ID Card number _____, and after I have warned him/ her that he/she must state the truth and he/she shall be subject to the penalties under law shall he/she fail to do so, has verified the correctness of his/her statement above and signed it before me.

Attorney signature and stamp



Appendix 6

Bidder's Declaration on Non-Payment of "Brokerage Fees" to any "Brokering Parties"

1. In addition to all of the obligations and prohibitions applying to it under law, including the Penal Code, 5737 -1977, the Bidder and anyone on its behalf hereby undertake and declare as follows:
 - 1.1 It had not offered and/or gave, directly or indirectly, any benefit and/or funds and/or anything of value in an attempt to influence directly or indirectly a decision and/or act and/or omission by Ayalon Highways Ltd. (hereinafter: "**Ayalon Highways**") and/or any office holder at Ayalon Highways and/or employee of Ayalon Highways and/or anyone on its behalf and/or any other party, related to the engagement process and/or any contract/order resulting from such.
 - 1.2 To refrain from soliciting and/or collaborating, directly or indirectly, with any office holder at Ayalon Highways and/or employee of Ayalon Highways and/or anyone on its behalf and/or any party on its behalf and/or any other party in order to obtain secret/confidential information related to the engagement process and/or any contract/order resulting from such.
 - 1.3 To refrain from soliciting and/or collaborating, directly or indirectly, with any office holder at Ayalon Highways and/or employee of Ayalon Highways and/or anyone on its behalf and/or any other party in order to set prices artificially and/or in a non-competitive manner.
 - 1.4 Have not acted contrary to that stated in Subsections 1.1-1.3 above as part of the engagement process subject matter of this Tender.
2. Should reasonable suspicion arise that a Bidder and/or anyone on its behalf had acted contrary to that provided in Section 1 above, Ayalon Highways reserves the right, at its sole discretion, to exclude it from the engagement process regarding which there is a suspicion that such an act had been carried out and/or from any other process (hereinafter: the "**Engagement**") and/or deny acceptance of its bid for the engagement process and/or terminate at any time its winning of the engagement and/or terminate at any time whatsoever the contract/order resulting from the engagement process.
3. It is the Bidder's sole responsibility to bring this Section to the attention of its employees, subcontractors, representatives, agents and anyone on its behalf involved in any manner in the engagement process with Ayalon Highways and/or any contract/order resulting from such.

In witness whereof, we, the Bidder's signatories, authorized to bind it by our signatures have signed:

The Bidder



Appendix 7

Criteria for reviewing the quality of the Bidder's bid¹

Criterion	Description	Manner of review	Maximal score
Experience of the proposed Staff Members			
<u>The proposed project manager's experience</u>	The project manager's experience in managing complex technological projects ²	In respect of each such project one point shall be awarded, up to a maximum of 5 points	<u>10 points</u>
	The project manager's seniority in managing complex technological projects	For each year of the proposed project manager's experience in managing complex technological projects, 0.5 point shall be awarded up to a maximum of 5 points	
<u>The proposed CTO's experience</u>	Experience of the CTO in planning and managing complex Testing ³	In respect of each such experiment, 0.5 points shall be awarded, up to a maximum of 5 points	<u>5 points</u>
	The CTO's seniority of in planning and managing complex Testing	For each year of the proposed project CTO's experience in planning and managing complex experience, 0.5 points shall be awarded up to a maximum of 5 points	
	The proposed cyber expert's experience in projects of architectural design of an	In respect of each such project, 0.5 points shall be awarded, up to a maximum of 3.5 points	<u>7 points</u>

¹In the event where the Bidder presents in its bid a related company or a primary subcontractor (as such terms are defined in the Tender), scoring will be awarded also based on the information presented in respect of the related company or the primary subcontractor as aforementioned. Anywhere referring to the Bidder's experience, such refers to the experience of the Bidder's related company or primary subcontractor as well

²"Complex Technological Project" - a project that includes development processes that integrate various elements of engineering, including system engineering and programming, as well as operating subcontractors, planning and management of a work plan as well as budget management.

³"Complex Experiment" - an experiment or series of experiments in a system, as part of which had been tested a system containing a number of subsystems integrated and coordinated together.



<u>The proposed cyber expert's experience⁴</u>	information security array for transportation infrastructure		
	The proposed cyber expert's experience in executing or managing penetration tests or cyber durability of products, infrastructures or systems	For each project that had involved execution or management of penetration tests as aforementioned, 0.5 points shall be awarded, up to a maximum of 3.5 points	
<u>Staff Members' dedicated training</u>	Dedicated training of the proposed Staff Members	Completion of an advanced course in information protection and/or experiment methods and/or other similar contents in engineering and sciences, by one of the Staff Members shall award one point for each such training of any of the Staff Members.	<u>3 points</u>
<u>Bidder's Experience</u>			
<u>The Bidder's Experience in the transport systems domain</u>	The Bidder's experience in the design, management and execution of projects in the realm of Testing in transportation systems	In respect of each such project 2.5 points shall be awarded, up to a maximum of 15 points	<u>15 points</u>
<u>The Bidder's experience in the cyber domain</u>	The Bidder's experience in the planning, management and execution of projects within the domain of penetration tests or cyber-resistant products, infrastructures or systems	In respect of each such project 2.5 points shall be awarded, up to a maximum of 7.5 points	<u>7.5 points</u>
	The Bidder's experience in planning, managing and executing projects within the information protection domain and information security in significant infrastructure bodies	In respect of each such project 2.5 points shall be awarded, up to a maximum of 7.5 points	<u>7.5 points</u>
<u>International activities</u>	The Bidder's experience in establishing international projects similar to that required in this Tender	For each project/experiment meeting the settings set forth under the three criteria listed above, which had been conducted abroad, one additional point shall be awarded up to a maximum of 5 points	<u>5 points</u>

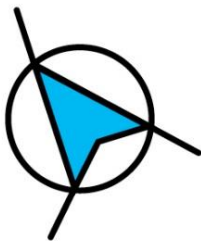
⁴ As detailed in section 1.7 above, bidders may present two team members for fulfilling the knowledge and experience requirements for the proposed "Cyber Expert".



<p><u>Interview with the Bidder and Staff Members</u></p>	<p>The sub-committee's impression of the representatives on behalf of the Bidder, noting the following parameters: Impression of proven capabilities in providing services subject matter of this Tender, the measure of experience in projects and services similar to the services required for the Company, education, know-how and work methods, resources and means, management and organization capability, creativity and problem solving ability, experience in the transportation domain and general impression.</p>	<p>Impression of the Bidder - up to 7.5 points Impression of the Staff Members - up to 7.5 points</p>	<p><u>Up to 15 points</u></p>
<p><u>Methodology document and business plan</u></p>			
<p>Methodology</p>	<p>As specified in Sections 1.5.7 and 5.2.10 of the Tender's Terms Booklet, the Bidder shall be required to attach to its bid a methodology document, as part of which it shall present a business plan for the Arena's activities that shall include, inter alia, design and principle planning for the establishment, development, management and operation of the Arena.</p> <p>The methodology document shall include addressing the solution proposed by them for executing the Services specified in the Tender Documents, as well as addressing all the issues listed in Section 1.5.7 of the Tender's Terms Booklet.</p> <p>As part of the methodology, the Bidders shall be entitled to present any detail that they may find fit, including know-how, human resources, means, resources and dedicated means held by the Bidder for providing the Services.</p> <p>The methodology may be presented in text and diagrams.</p> <p>the Bidders' attention is drawn to the guidelines specified in Section 5.2.10 of the Tender's Terms Booklet,</p>	<p>The scores shall be awarded in accordance with the sub-committee members' impression, per their professional judgment, pursuant to the solutions provided by the Bidder for the issues specified in Section 1.5.8 of the Tender's Terms Booklet and according to the criterias listed below .</p> <p>Upon conclusion of the interviews to be conducted with the Staff Members as aforementioned, the representatives on behalf of the Bidder shall be required to present the methodology's highlights before the sub-committee. The score for this criterion shall be awarded both based on the impression of the document's contents as well as of the frontal presentation of the methodology, as aforementioned and according to the reference provided to the criterias below:</p> <ol style="list-style-type: none"> 1. Operations management - up to 3 points 2. The content of the Arena - master planning - up to 4 points 3. Image and modes - up to 2 points 4. Regulatory compliance - up to 1 point 5. Cyber challenging - up to 4 points 	<p><u>Up to 25 points</u></p>



	<p>in all concerning the methodology document.</p>	<p>6. Remote connections - up to 1 point</p> <p>7. Interfacing with systems - up to 1 point</p> <p>8. Information accumulated during Testing - up to 4 points</p> <p>9. Presenting the organizational structure, manpower and required positions - up to 1 point</p> <p>10. Business plan and revenue model, expenses and cash flow for the first three years of the Aena's operations - up to 3 points</p> <p>11. Principles of cooperation with the various entities operating in the field of the Arena and cyber security - up to 1 point</p>	
--	--	---	--



Affidavit

Proof of the Bidder's Experience⁵

I the undersigned, Mr./Ms. _____, bearing I.D. number _____ after being warned that I must state the truth and that I shall be subject to the penalties under law shall I fail to do so, hereby declare in writing as follows:

1. I serve as a manager at _____ [Bidder's name] company/authorized dealer number _____ (hereinafter: the "**Bidder**") and I have been duly authorized by the Bidder to sign this affidavit in support of the Bidder's bid in Tender no. 9/20 for the establishment , development, management and operation of a Cyber Arena for Testing in smart transportation (hereinafter: the "**Tender**").
2. The Bidder holds the technological infrastructure. know-how and expertise in the field of: *[It is required to check the box and specify]*

Vehicles;

Details: _____

Protection against cyber attacks and cyber security;

Details: _____

Should the Bidder wish to present a primary subcontractor on its behalf, pursuant to the Tender's provisions, it is required to fill out Section 3 below:

3. The Bidder's **primary subcontractor** _____ [name of primary subcontractor], holds the technological infrastructure, know-how and expertise in the field of:

Vehicles;

Details: _____

⁵In the event where the Bidder presents in its bid a related company or a primary subcontractor (as such terms are defined in the Tender), scoring will be awarded also based on the information presented in respect of the related company or the primary subcontractor as aforementioned. Anywhere referring to the Bidder's experience, such refers to the experience of the Bidder's related company or primary subcontractor as well.



Protection against cyber attacks and cyber security;

Details: _____

4. The Bidder's experience in the design, management and execution of Testing projects in transportation systems, is as follows:

No.	Project name	Brief description of the project	Provision of services period (Date of commencement of providing services and date of completion)	Description of services provided	Identity of the customer of the works	Contact person at the customer of the works	Contact info
1.							
2.							
3.							
4.							
5.							
6.							

5. The Bidder's experience in the design, management and execution of projects within the domain of penetration tests or cyber-resistant products, infrastructures or systems, is as follows:

No.	Project name	Brief description of the project	Provision of services period (Date of commencement of providing services and date of completion)	Description of services provided	Identity of the customer of the works	Contact person at the customer of the works	Contact info
1.							
2.							



3.							
----	--	--	--	--	--	--	--

6. The Bidder's experience in planning, managing and executing projects within the information protection domain and information security in significant infrastructure bodies, is as follows:

No.	Project name	Brief description of the project	Provision of services period (Date of commencement of providing services and date of completion)	Description of services provided	Identity of the customer of the works	Contact person at the customer of the works	Contact info
1.							
2.							
3.							
4.							
5.							

* Each Bidder is required to present previous experience in order to prove compliance with the threshold conditions and for awarding the quality score on this format.

* It is possible to fill the requested details on the Form itself or on a separate document - in an identical text.

* It is possible to attach certificates/recommendations /references in support of the contents of this affidavit.

7. Additional details that are of importance and relevancy: _____



I hereby declare that all of the details specified above are true and accurate, and I hereby grant my consent for verifying the said information vis-a-vis any party, including the contact persons noted in this affidavit above.

Bidders' signature:

Date: _____; **Bidder's name:** _____; **Signature:** _____

Attorney Confirmation of the Bidder's signature

I, the undersigned _____, attorney, of _____ hereby confirm that on _____ Mr./Ms. _____ had appeared before me at my office, who had identified himself/herself by ID Card number _____, and after I have warned him/ her that he/she must state the truth and he/she shall be subject to the penalties under law shall he/she fail to do so, has verified the correctness of his/her statement above and signed it before me.

Attorney signature and stamp



Appendix 9A

Affidavit

For proving the Bidder's proposed project manager's experience

I the undersigned, Mr/Ms _____, bearing I.D. number _____ after being warned that I must state the truth and that I shall be subject to the penalties under law shall I fail to do so, hereby declare in writing as follows:

1. I am designated to serve as project manager as part of the Bidder's _____ Corporation/Authorized Dealer No. _____ (hereinafter: the "**Bidder**") bid for Tender no. 9/20 for the establishment, development, management and operation of a Cyber Arena for Testing in smart transportation (hereinafter: the "**Tender**").
2. I have _____ *[required to fill]* years of experience in managing complex technological projects.⁶
3. My personal experience in managing complex technological projects is as follows:

No.	Project name	Brief description of the project	Provision of services period (Date of commencement of providing services and date of completion)	Description of services provided	Identity of the customer of the works	Contact person at the customer of the works	Contact info
1.							
2.							
3.							
4.							
5.							

4. In the event where the proposed Staff Member has completed an advanced course in information protection and/or experimental methods and/or similar contents in the engineering and science domains, it is required to specify below and attach relevant certificates:

⁶"Complex Technological Project" - a project that includes development processes that integrate various engineering elements, including system engineering and programming, as well as operating subcontractors, planning and management of a work plan as well as budget management.



* Each Bidder is required to present previous experience in order to prove compliance with the threshold conditions and for awarding the quality score on this format.

* It shall be possible to fill the requested details on the Form itself or on a separate document - in an identical text.

* It shall be possible to attach certificates/recommendations /references in support of the contents of this affidavit.

5. Additional details that are of importance and relevancy: _____

I hereby declare that all of the details specified above are true and accurate, and I hereby grant my consent for verifying the said information vis-a-vis any party, including the contact persons noted in this affidavit above.

Staff Member's signature

Date: _____; Staff Member's name: _____; Signature: _____

Attorney Confirmation of the Staff Member's signature

I, the undersigned _____, attorney, of _____ hereby confirm that on _____ Mr./Ms. _____ had appeared before me at my office, who had identified himself/herself by ID Card number _____, and after I have warned him/ her that he/she must state the truth and he/she shall be subject to the penalties under law shall he/she fail to do so, has verified the correctness of his/her statement above and signed it before me.

Attorney signature and stamp

Bidders' signature:

Date: _____; Bidder's name: _____; Signature + Stamp: _____

Attorney Confirmation of the Bidder's signature

I, the undersigned _____, attorney, of _____ hereby confirm that on _____ Mr./Ms. _____ had appeared before me at my office, who had identified himself/herself by ID Card number _____ and Mr./Ms/ _____, who had identified himself/herself by ID Card number _____, who are the signatories authorized to sign this affidavit on behalf of the Bidder, and after I have warned him/ her that he/she must state the truth and he/she shall be subject to the penalties under law shall he/she fail to do so, has verified the correctness of his/her statement above and signed it before me.

Attorney signature and stamp



Appendix 9B

Affidavit

For proving the Bidder's proposed CTO's (Chief Technology Officer) experience

I the undersigned, Mr/Ms _____, bearing I.D. number _____ after being warned that I must state the truth and that I shall be subject to the penalties under law shall I fail to do so, Bill hereby declare as in writing follows:

1. I am designated to serve as CTO as part of the Bidder's _____ Corporation/Authorized Dealer No. _____ (hereinafter: the "**Bidder**") bid for Tender no. 9/20 for the establishment, development, management and operation of a Cyber Arena for Testing in smart transportation (hereinafter: the "**Tender**").
2. I have _____ *[required to fill]* years of experience in planning and managing complex Testing.⁷
3. My personal experience in planning and managing complex Testing is as follows:

No.	Project name	Brief description of the project	Provision of services period (Date of commencement of providing services and date of completion)	Description of services provided	Identity of the customer of the works	Contact person at the customer of the works	Contact info
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

⁷"**Complex Experiment**" - an experiment or series of experiments in the system, as part of which had been tested a system including a number of subsystems integrated and coordinated together, having safety aspects. The experiment had been conducted in accordance with a dedicated safety concept for the experiment, which had been approved by a dedicated internal organization committee or an external committee.



4. In the event where the proposed Staff Member has completed an advanced course in information protection and/or experimental methods and/or similar contents in the engineering and science domains, it shall be required to specify below and attach relevant certificates:

*** Each Bidder shall be required to present previous experience in order to prove compliance with the threshold conditions and for awarding the quality score on this format.**

*** It shall be possible to fill the requested details on the Form itself or on a separate document - in an identical text.**

*** It shall be possible to attach certificates/recommendations /references in support of the contents of this affidavit.**

5. Additional details that are of importance and relevancy: _____

I hereby declare that all of the details specified above are true and accurate, and I hereby grant my consent for verifying the said information vis-a-vis any party, including the contact persons noted in this affidavit above.

Staff Member's signature

Date: _____; Staff Member's name: _____; Signature: _____

Attorney Confirmation of the Staff Member's signature

I, the undersigned _____, attorney, of _____ hereby confirm that on _____ Mr./Ms. _____ had appeared before me at my office, who had identified himself/herself by ID Card number _____, and after I have warned him/ her that he/she must state the truth and he/she shall be subject to the penalties under law shall he/she fail to do so, has verified the correctness of his/her statement above and signed it before me.

Attorney signature and stamp

Bidders' signature:

Date: _____; Bidder's name: _____; Signature + Stamp: _____



Attorney Confirmation of the Bidder's signature

I, the undersigned _____, attorney, of _____ hereby confirm that on _____ Mr./Ms. _____ had appeared before me at my office, who had identified himself/herself by ID Card number _____ and Mr./Ms/ _____, who had identified himself/herself by ID Card number _____, who are the signatories authorized to sign this affidavit on behalf of the Bidder, and after I have warned him/ her that he/she must state the truth and he/she shall be subject to the penalties under law shall he/she fail to do so, has verified the correctness of his/her statement above and signed it before me.

Attorney signature and stamp



Affidavit

For proving the Bidder's proposed cyber expert's experience

In case the bidder presents more than one cyber expert in its proposal, the affidavit is to be completed by each of the presented cyber experts

I the undersigned, Mr/Ms _____, bearing I.D. number _____ after being warned that I must state the truth and that I shall be subject to the penalties under law shall I fail to do so, hereby declare in writing as follows:

6. I am designated to serve as cyber expert as part of the Bidder's _____ Corporation/Authorized Dealer No. _____ (hereinafter: the "**Bidder**") bid for Tender no. 9/20 for the establishment, development, management and operation of a Cyber Arena for Testing in smart transportation (hereinafter: the "**Tender**").
7. I have _____ *[required to fill]* years of experience in managing complex technological projects.⁸
8. My personal experience in the architectural design of an information security layout for transportation infrastructures, is as follows:

No.	Project name	Brief description of the project	Provision of services period (Date of commencement of providing services and date of completion)	Description of services provided	Identity of the customer of the works	Contact person at the customer of the works	Contact info
1.							
2.							
3.							
4.							
5.							
6.							
7.							

⁸"**Complex Technological Project**" - a project that includes development processes that integrate various engineering elements, including system engineering and programming, as well as operating subcontractors, planning and management of a work plan as well as budget management.



9. My personal experience in executing or managing penetration tests or cyber durability of products, infrastructures or systems, is as follows:

No.	Project name	Brief description of the project	Provision of services period (Date of commencement of providing services and date of completion)	Description of services provided	Identity of the customer of the works	Contact person at the customer of the works	Contact info
1.							
2.							
3.							
4.							
5.							
6.							
7.							

10. In the event where the proposed Staff Member has completed an advanced course in information protection and/or experimental methods and/or similar contents in the engineering and science domains, it shall be required to specify below and attach relevant certificates:

*** Each Bidder shall be required to present previous experience in order to prove compliance with the threshold conditions and for awarding the quality score on this format.**

*** It shall be possible to fill the requested details on the Form itself or on a separate document - in an identical text.**

*** It shall be possible to attach certificates/recommendations /references in support of the contents of this affidavit.**

11. Additional details that are of importance and relevancy: _____



I hereby declare that all of the details specified above are true and accurate, and I hereby grant my consent for verifying the said information vis-a-vis any party, including the contact persons noted in this affidavit above.

Staff Member's signature

Date: _____; **Staff Member's name:** _____; **Signature:** _____

Attorney Confirmation of the Staff Member's signature

I, the undersigned _____, attorney, of _____ hereby confirm that on _____ Mr./Ms. _____ had appeared before me at my office, who had identified himself/herself by ID Card number _____, and after I have warned him/ her that he/she must state the truth and he/she shall be subject to the penalties under law shall he/she fail to do so, has verified the correctness of his/her statement above and signed it before me.

Attorney signature and stamp

Bidders' signature:

Date: _____; **Bidder's name:** _____; **Signature + Stamp:** _____

Attorney Confirmation of the Bidder's signature

I, the undersigned _____, attorney, of _____ hereby confirm that on _____ Mr./Ms. _____ had appeared before me at my office, who had identified himself/herself by ID Card number _____ and Mr./Ms/ _____, who had identified himself/herself by ID Card number _____, who are the signatories authorized to sign this affidavit on behalf of the Bidder, and after I have warned him/ her that he/she must state the truth and he/she shall be subject to the penalties under law shall he/she fail to do so, has verified the correctness of his/her statement above and signed it before me.

Attorney signature and stamp



Appendix 10

Date: _____

To
The Tender Committee
Ayalon Highways

Dear Sirs, ,

Re: Affidavit Regarding the Bidder's Status

I the undersigned, Mr/Ms _____, bearing I.D. number _____ after being warned that I must state the truth and that I shall be subject to the penalties under law shall I fail to do so, hereby declare in writing as follows:

1. I have been duly authorized by _____ (hereinafter: the "**Bidder**") to sign this affidavit in support of the Bidder's bid for Tender no. 9/20 for the establishment, development, management and operation of a Cyber Arena for Testing in smart transportation (hereinafter: the "**Tender**").
2. I hereby declare as follows:
 - 2.1 The Bidder is not in receivership, bankruptcy or liquidation proceedings;
 - 2.2 The Bidder is not facing insolvency;
 - 2.3 No pledges had been imposed on the Bidder's assets in a rate higher than its equity capital.
 - 2.4 the bidder's latest quarterly or annual reviewed financial statements do not include a "going concern notice" or "going concern warning".
3. This is my name, this is my signature and the contents of my affidavit above are true.

The declarator's signature

Attorney Confirmation

I, the undersigned _____, attorney, of _____ hereby confirm that on _____ Mr./Ms. _____ had appeared before me at my office, who is authorized to sign on behalf of the Bidder, and who had identified himself/herself by ID Card number _____, and after I have warned him/ her that he/she must state the truth and he/she shall be subject to the penalties under law shall he/she fail to do so, has verified the correctness of his/her statement above and signed it before me.

Attorney signature and stamp



Appendix 11

Statement on Lack of Conflict of Interest

The Bidder and the Staff Members the Bidder has presented as part of its bid for the Tender are required to attach to its bid a declaration in this text, signed and verified by an attorney

Date: _____

To
The Tender Committee
Ayalon Highways

Dear Sirs,

Affidavit

I the undersigned, Mr/Ms _____, bearing I.D. number _____ after being warned that I must state the truth and that I shall be subject to the penalties under law shall I fail to do so, hereby declare in writing as follows:

1. I serve as _____ at _____ Corporation No. _____ (hereinafter: the "**Bidder**") and I signing this affidavit in support of the Bidder's bid for Tender no. 9/20 for the establishment, development, management and operation of a Cyber Arena for Testing in smart transportation (hereinafter: the "**Tender**"), which had been published by Ayalon Highways Ltd. (hereinafter: "**Ayalon Highways**");
2. The Bidder or anyone of its Staff Members including the proposed Staff Member (hereinafter "**Staff Members**") has no and shall have no, throughout the duration of the period providing services to Ayalon Highways, conflict of interest of any type whatsoever, business and/or personal relations and/or any other issue that may place the Bidder and/or the Staff Members in a state of conflict of interest or concern of the existence of a conflict of interest (hereinafter: "**Conflict of Interests**");
3. Should the Bidder win the Tender, the Bidder as well as the Staff Members shall act faithfully towards Ayalon Highways and for the benefit of its interests only;
4. The Bidder and the Staff Members undertake to refrain from being in a situation of any conflict of interest with Ayalon Highways, and undertake to inform Ayalon Highways, immediately upon formation of any concern in respect of being placed in a state of any conflict of interest with Ayalon Highways as aforementioned;
5. The Bidder and the Staff Members hereby undertake that anywhere concern may arise as stated in Section 4 above, to cease carrying out any action on behalf of Ayalon Highways and/or provide any service related to the project and/or Ayalon Highways, and this until obtaining instructions from Ayalon Highways in respect of this matter;
6. Without derogating from the generality of the aforementioned, below shall be specified the parties and/or corporations related directly and/or indirectly to the Bidder and/or Staff Members and/or those to whom the Bidder and/or Staff Members provide services and/or with whom the Bidder and/or Staff Members have personal or business relations at the time of submitting the bid for the Tender, which may place the Bidder and/or Staff Members in a situation of conflict of interest:



<u>The party</u>	<u>The essence of the relations of the party and/or anyone on its behalf</u>

7. This is my name, this is my signature and the contents of my affidavit above are true.

Date

Name of the declarator

ID. No.

The declarator's signature

Attorney Confirmation

I, the undersigned, _____ Attorney at Law, of _____ Street, _____, hereby certify that on this day, _____, had appeared before me, who had identified himself/herself by ID number _____ and after I have warned him/her that he/she must state the truth and he/she shall be subject to the penalties under law shall he/she fail to do so, had confirmed his/her affidavit and signed it before me.

Date

Attorney signature and stamp



Appendix 12

Primary Subcontractor Undertaking

[To be completed by the Primary Subcontractor that demonstrated compliance with the threshold conditions (If Applicable)]

[The Primary 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 Primary Subcontractor.

Any request for alteration must be pre-approved in writing by Ayalon Highways Co. Ltd pursuant to the terms and provisions of the Tender Documents]

To: Ayalon Highways Co. Ltd.

Re: Tender No. 9/20 for the Establishment, Development, Management and Operation of a Cyber Arena for Testing in Smart Transportation (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 irrevocably warrant, represent, covenant, and guarantee all the following:

1. We are duly organized and validly existing under the laws of _____, which is a member of the OECD and has full diplomatic relations with the State of Israel.
2. We execute this document as part of the materials comprising the Bid documents of the Bidder for the Project. all 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 Primary 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 the Tender Documents in their entirety, including all annexes, exhibits, appendices, volumes and other attachments relevant to us and consent to all 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 Primary 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.

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 Primary Subcontractor and any other parties hereunder and any matter relating thereto or deriving there from. The competent courts in Tel Aviv shall have the sole and exclusive jurisdiction over all issues and disputes arising in connection with this undertaking.
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 Primary 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 jointly or 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.
22. Any waiver, amendment or other modification of any provision of this undertaking will be effective only if previously agreed in writing by Ayalon Highways Co. Ltd.

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

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

Stamp & signature

Date

Name of the attorney

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 Primary 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 Primary Subcontractor Undertakings.

Stamp & signature

Date

Name of the attorney



Appendix 13

Declarations and undertakings of the parent company

- * Shall be submitted in the event where there is a reliance on a related company for meeting the threshold conditions under Section 2.2 of the Tender.

Date: _____

To

Ayalon Highways Ltd. (hereinafter: "Ayalon Highways")

Re: Tender no. 9/20 for the establishment, development, management and operation of a Cyber Arena for Testing in smart transportation

declarations and undertakings of a related company

I the undersigned, _____, bearing I.D. number _____, after being warned that I must state the truth and shall I fail to do so I shall be subject to the penalties under law, hereby declare in writing as follows:

1. I serve as a manager at _____ Co., Company Number _____ (hereinafter: the "**Related Company**") and I am duly authorized by it to provide this affidavit as part of the bid submitted by _____ Co., Company Number _____ (hereinafter: the "**Bidder**") for Tender no. 9/20 for the establishment, development, management and operation of a Cyber Arena for Testing in smart transportation (hereinafter: the "**Tender**").
2. I hereby declare and confirm that the related company is: *[It is required to check the box]*
 - A corporation controlling the Bidder (parent company);
 - A corporation controlled by the Bidder (subsidiary);
 - A corporation controlled by the one controlling the Bidder (fellow subsidiary)

In this regard, "**Control**" - as defined under the Securities Law, 5728-1968.

Attached to this declaration of mine is an attorney confirmation as well as an up-to-date printout from the Registrar of Companies confirming the aforementioned.

3. The Related Company hereby declares and confirms that it has read carefully all of the Tender Documents, including the Tender's Terms Booklet, the engagement agreement and all of the other terms and guidelines that had been attached to the Tender Documents, and it agrees to all of the Tender's terms and the agreement stated above.
4. The Related Company is aware, and it agrees, that as part of the bid for the Tender submitted by the Bidder, the Bidder intends to introduce and rely on the Related Company's data for proving its compliance with the threshold conditions set forth in Section 2.2 of the Tender.



5. The Related Company declares and undertakes that it has examined all the data included in the bid submitted by the Bidder and relating to the Related Company, and it hereby confirms that all information, data, documents and representations included in the bid as aforementioned, and regarding the Related Company are true, accurate and complete, and in respect of such no data and/or significant information had been omitted that may affect the discretion of Ayalon Highways's Tender Committee, and it is aware that should the Bidder be selected as the winner in the Tender, Ayalon Highways shall engage with it, inter alia, based on the data above. Without derogating from the generality of the aforementioned, the Related Company confirms and undertakes that Ayalon Highways shall be entitled to claim from it the full costs and damages it may incur due to information it had been provided with and that may turn out to be untrue and/or inaccurate.
6. The Related Company hereby undertakes to provide Ayalon Highways's Tender Committee with any information it may require for assessing the bid and making decisions in respect of the bid that had been submitted by the Bidder.
7. The Related Company hereby takes upon itself, irrevocably, the full liability, jointly and severally with the Bidder for complying with all of the Bidder's undertakings and representations in accordance with the Tender and the bid it had submitted. As part of such, and without derogating from the generality of the aforementioned, the Related Company is aware and it agrees, that any claim, relief and/or other right available to Ayalon Highways and/or anyone on its behalf towards the Bidder pursuant to the provisions of the Tender and/or the engagement agreement, shall be available to Ayalon Highways and/or anyone on its behalf directly towards the Related Company as well.
8. The Related Company hereby confirms and undertakes that should the Bidder's bid be declared by Ayalon Highways as the winning bid, all of its undertakings listed above shall remain in effect until the expiration of the engagement period, including the extension periods, if any.
9. The Related Company hereby declares that submission of the bid by the Bidder includes also the information and data concerning the Related Company, that submission of this letter of undertakings by the Related Company has been duly approved by the competent organs at the Related Company, that there is nothing in that stated that may contradict and/or violate the Related Company's incorporation documents and/or under any law and/or any other undertaking of the Related Company, and that the Related Company's participation in the Bidder's bid is within the scope of the objectives and powers set forth in the Related Company's establishment documents.



AND IN WITNESS WHEREOFF WE HAVE SIGNED

Name of the signatory/ies on behalf of the Related Company: _____

Position in The Related Company: _____

Signature and stamp of the Related Company: _____

Date: _____

Confirmation

I, the undersigned _____, attorney, of _____ hereby confirm that on _____ Mr./Ms. _____ had appeared before me at my office, who is authorized to sign on behalf of the Bidder, and who had identified himself/herself by ID Card number _____, and after I have warned him/ her that he/she must state the truth and he/she shall be subject to the penalties under law shall he/she fail to do so, has verified the correctness of his/her statement above and signed it before me.

Attorney signature and stamp