



Metro

TEL AVIV HA SHALOM

METRO TLV

2 HA SHALOM

DISCOVER
FUTURE TEL AVIV

M1

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Pre-Qualification Process 494/2026

INVITATION TO PRE-QUALIFY

WITH RESPECT TO PARTICIPATION IN
A TENDER FOR THE EXECUTION OF
INFRA #2 WORKS OF THE TEL AVIV
METROPOLITAN METRO LINES

Pre-Qualification 494/2026

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WITH RESPECT TO PARTICIPATION IN A TENDER FOR THE EXECUTION OF INFRA #2 WORKS OF THE TEL AVIV METROPOLITAN METRO LINES

August 2026

INVITATION FOR PRE-QUALIFICATION

TABLE OF CONTENTS:

1.	INVITATION FOR PRE-QUALIFICATION	6
1.1.	Introduction and General Description of the Programme	6
1.2.	Invitation for Pre-Qualification	6
1.3.	The Pre-Qualification Process and the Tender Stage	6
1.4.	Anticipated Requirements with respect to Corporate Stature of the Bidders	7
1.5.	Anticipated Schedule	8
2.	RULES AND PROCEDURES	9
2.1.	Definitions.....	9
2.2.	Governing Law and Jurisdiction	9
2.3.	Preparation for Submission	9
2.4.	The Invitation	9
2.5.	Priority of Documents.....	9
2.6.	Severability	10
2.7.	Access to Documents.....	10
2.8.	Cost of Participation in the Pre-Qualification Process	10
2.9.	Language.....	10
2.10.	Authorized Representative.....	11
2.11.	Requests for Clarification of this Invitation	11
2.12.	Addenda	12
2.13.	Participants' Conference	13
2.14.	Intellectual Property Rights	13
2.15.	Information Supplied to the Participating Entities.....	14
2.16.	Advisors to the Tender Committee.....	14
2.17.	Avoidance of Conflict of Interests	14
3.	GENERAL PROVISIONS RELATING TO PARTICIPANTS	16
3.1.	The Participant.....	16

3.2.	Members of the Participant	16
3.3.	Experience Provider	17
3.4.	Guarantor	17
3.5.	Participation – General Requirements.....	18
3.6.	Criminal Information	18
3.7.	Participation in a Pre-Qualification Submission; Restrictions	20
3.8.	Participation of Government Companies	20
3.9.	Participating in Multiple Capacities	21
3.10.	Additional Requirements, including Security Considerations.....	21
4.	PROFESSIONAL PRE-QUALIFICATION REQUIREMENTS	23
4.1.	Professional Pre-Qualification Requirements; General Provisions	23
4.2.	Experience in the Design and Installation of Railway Systems	23
4.3.	Rolling Stock Experience	23
4.4.	Project Execution, Management and Organization Experience.....	24
4.5.	Maintenance Experience	24
4.6.	Metro Operation Experience	24
4.7.	Public Transportation Operation Experience.....	25
4.8.	Provisions with respect to Projects Executed by an Associated Party	27
4.9.	Definitions.....	28
5.	FINANCIAL PRE-QUALIFICATION REQUIREMENTS.....	31
5.1.	Financial Pre-Qualification Requirements; General Provisions	31
5.2.	Turnover	31
5.3.	Equity	32
5.4.	Operating Cash Flow	33
6.	GENERAL INSTRUCTIONS WITH RESPECT TO DEMONSTRATION OF COMPLIANCE WITH THE FINANCIAL PRE-QUALIFICATION REQUIREMENTS	35
6.1.	Reliance on a Guarantor	35
6.2.	Exchange of Currency	35

6.3.	Conversion of Currencies	35
6.4.	Content and Submission Form	36
7.	METHOD OF SUBMISSION.....	38
7.1.	Pre-Qualification Forms.....	38
7.2.	Identification of Sensitive or Classified Information.....	38
7.3.	Compliance with the Requirements of the Pre-Qualification Documents	38
7.4.	Table of Contents	38
7.5.	No Unauthorized Modification	38
7.6.	Language of the Pre-Qualification Submission.....	39
7.7.	Signing of the Pre-Qualification Submission.....	39
7.8.	Number of Pre-Qualification Submission Copies	40
7.9.	Sealing and Marking of Pre-Qualification Submissions.....	40
7.10.	Pre-Qualification Submission Date	40
7.11.	Opening of Pre-Qualification Submissions.....	40
8.	REVIEW AND EVALUATION OF PRE-QUALIFICATION SUBMISSIONS	41
8.1.	Review and Evaluation by the Tender Committee	41
8.2.	General Provisions Relating to the Review and Evaluation.....	41
8.3.	Requests for Clarifications.....	42
8.4.	Tender Committee's Prerogatives with respect to Deviation	43
8.5.	Announcement of Eligible Participants	44
8.6.	Rejection of the Pre-Qualification Submissions	45
8.7.	Intended Decision.....	47
8.8.	Disclosure of Documents	47
8.9.	Issuance of the Tender Documents; Update Statement.....	48
9.	DISCRETION AND PREROGATIVES OF NTA AND THE TENDER COMMITTEE	49
9.1.	Reservation of Rights.....	49

LIST OF ANNEXES

<u>Annex A</u>	Definitions
<u>Annex B</u>	General Description of the Programme
<u>Annex C</u>	Advisors to the Tender Committee
<u>Annex D</u>	Requests for Clarification
<u>Annex E</u>	Accounting Principles and Exchange of Currency
<u>Annex F</u>	Submission Checklist
<u>Annex G</u>	Information and Supply Chain Security Instructions
<u>Annex H</u>	Anticipated Requirements; Corporate Structure

LIST OF FORMS:

<u>Pre-Qualification Form “1”</u>	The Pre-Qualification Submission Letter
<u>Pre-Qualification Form “2”</u>	Participating Entity
<u>Pre-Qualification Form “3”</u>	Experience in the Design and Installation of Railway Systems
<u>Pre-Qualification Form “4”</u>	Rolling Stock Experience
<u>Pre-Qualification Form “5”</u>	Project Execution, Management and Organization Experience
<u>Pre-Qualification Form “6”</u>	Maintenance Experience
<u>Pre-Qualification Form “7”</u>	Metro Operation Experience
<u>Pre-Qualification Form “8”</u>	Public Transportation Operation Experience
<u>Pre-Qualification Form “9”</u>	Financial Robustness
<u>Pre-Qualification Form “10”</u>	Turnover
<u>Pre-Qualification Form “11”</u>	Criminal Information Affidavit

1. INVITATION FOR PRE-QUALIFICATION

1.1. Introduction and General Description of the Programme

NTA – Metropolitan Mass Transit Systems Ltd. (“NTA” or the “Owner”) is a government company tasked with the development of the Tel Aviv Metropolitan Mass Transit System, which includes, *inter alia*, a metro network, comprising three (3) mostly underground metro lines of approximately 150 kilometers in length and 109 stations (the “Programme” or “Network”).

The Tender Committee is issuing this Invitation in order to identify Eligible Participants, which will be invited to participate in a Tender for the execution of Infra #2 Works for the Programme.

In general terms, the Infra #2 Works include the design and the execution or delivery (as applicable) of station and tunnel fit-out works, tracks, rail systems, electromechanical systems, signaling and train control, rolling stock, core transit facilities, landscaping and depots (including building above the depot plate (if applicable)), as well as the operation and maintenance of the metro lines for a period which is currently expected to be 15 to 20 years, all as shall be specified in the Tender Documents and determined in accordance with the discretion of NTA and the Tender Committee.

Additional general, indicative information with respect to the Programme and the Infra #2 Works is detailed in **Annex “B”** (General Description of the Programme).

As is evident from the general description of the Programme, it is challenging and complex, with unique characteristics, technical features, restrictions and execution restraints. It involves complex interfaces, including, *inter alia*, with relevant authorities (governmental as well as municipal), other means of public transportation and other transportation projects. The implementation of the Programme and the Infra #2 Works will require, *inter alia*, coordination and management of different professional disciplines, with different Entities, project managers, designers, service providers, taking into account the dynamic nature of the Programme. Bearing this complexity in mind, the Tender Committee places great importance on the process of identifying Entities which possess the required professional experience and capabilities.

1.2. Invitation for Pre-Qualification

The Tender Committee hereby invites Entities to participate in the Pre-Qualification Process, according to the terms and conditions of this Invitation.

1.3. The Pre-Qualification Process and the Tender Stage

1.3.1. The purpose of this Pre-Qualification Process is to identify Eligible Participants who possess the required professional experience and capabilities as well as the required financial robustness, who will be invited to participate (if they so choose) in the Tender Process.

1.3.2. Without derogating from NTA’s and the Tender Committee’s rights, prerogatives and discretions pursuant to this Invitation (including Section 9 (DISCRETION AND PREROGATIVES OF NTA AND THE TENDER COMMITTEE) and Law, it is expected that, as part of the Tender Process,

two (2) Eligible Participants will be selected to perform the Infra #2 Works:

- One Eligible Participant will be declared as the Successful Bidders with respect to metro line M1; and
- A different Eligible Participant will be declared as the Successful Bidder with respect to metro lines M2 and M3

(each an “**Infra #2 Package**” or “**Package**”).

Notwithstanding the foregoing, NTA shall be entitled to announce one (1) Eligible Participant as Successful Bidder for both Packages in accordance with the provisions which will be specified in the Tender Documents.

- 1.3.3. During the Pre-Qualification Process, Participants will be required to submit Pre-Qualification Submissions, in accordance with the provisions of this Invitation, in order to demonstrate their compliance with all Pre-Qualification Requirements and all other applicable requirements and provisions of this Invitation.
- 1.3.4. Pre-Qualification Submissions submitted by the Participants will be evaluated by the Tender Committee in accordance with the provisions of this Invitation.
- 1.3.5. Without derogating from the provisions of Section 8 (Review and Evaluation of Pre-Qualification Submissions) and Section 9 (Discretion and Prerogatives of NTA and the Tender Committee) or Law, following its evaluation, the Tender Committee will announce the Eligible Participants.
- 1.3.6. Only Eligible Participants will be invited to participate in the Tender Process.
- 1.3.7. The Tender Committee may publish the identity of all Eligible Participants (including the Participating Entities participating therewith) to all Participants and in a press release.

1.4. Anticipated Requirements

Without derogating from NTA’s and the Tender Committee’s rights, prerogatives and discretions pursuant to this Invitation (including Section 9 (DISCRETION AND PREROGATIVES OF NTA AND THE TENDER COMMITTEE):

- 1.4.1. **Corporate Stature of the Bidders.** The attention of the Participants is drawn to **Annex “H”** (Anticipated Requirements; Corporate Structure) which sets out the expected requirements with respect to the structure of the Bidders, which shall apply in the Tender Process, all as shall be further specified under the Tender Documents.
- 1.4.2. **Pricing Integrity.** It is expected that the Tender Documents will include requirements intended to evaluate the reasonableness of the price proposals and disincentivize abnormally low price proposals, all as shall be further specified under the Tender Documents.

1.5. Anticipated Schedule

The anticipated schedule for the Pre-Qualification Process is as follows:

1.5.1. Final date for the Submission of Requests for Clarifications: **October 30, 2026.**

1.5.2. Pre-Qualification Submission Date: **January 18, 2027.**

The Tender Committee reserves the right to amend any date contained herein, at any time, at its sole discretion by issuing an Addendum to this Invitation in accordance with the provisions of Section 2.11.122.12 (Addenda).

2. RULES AND PROCEDURES

2.1. Definitions

Capitalized terms used in this Invitation shall have the meanings ascribed to them in Section 4.9 (Definitions) and **Annex “A”** (Definitions) or as otherwise specifically defined in any Section of this Invitation, any Annex to this Invitation or any Pre-Qualification Form. The meaning set next to the capitalized term shall also apply to any derivative terms, which shall be construed accordingly.

2.2. Governing Law and Jurisdiction

- 2.1.1 The Pre-Qualification Process shall be governed and construed in accordance with the provisions of all applicable Laws, including the Mandatory Tenders Law 1992, and the Regulations.
- 2.1.2 The applicable court in Tel Aviv shall have the sole jurisdiction over all matters and all disputes arising in connection with the Pre-Qualification Process and the Tender Process.
- 2.1.3 The foregoing does not derogate from the obligation of any Participating Entity and anyone on their behalf, to address the Tender Committee, in writing, with a specific and detailed claim or complaint.

2.3. Preparation for Submission

- 2.2.1 By submitting a Pre-Qualification Submission each Participating Entity confirms and will be deemed to have confirmed that it has received the complete Pre-Qualification Documents, that it has read, considered and understood the Invitation, and that it accepts the terms and conditions thereof and all obligations and undertakings specified or implied therein.
- 2.2.2 Each Participating Entity is assumed to have obtained legal advice and any other professional advice as applicable.
- 2.2.3 Each Participating Entity and the Pre-Qualification Submissions shall: (i) abide by the Laws; and (ii) shall be subject to any changes in any of the Laws, even if such changes will be introduced during the Pre-Qualification Process.

2.4. The Invitation

The Pre-Qualification Documents include this invitation for pre-qualification, its Annexes, the Pre-Qualification Forms and any other document issued by the Tender Committee during the Pre-Qualification Process.

2.5. Priority of Documents

In the event of discrepancies or contradictions between any of the provisions of this Invitation, the stricter provision, as determined by the Tender Committee at its sole discretion, shall prevail, unless otherwise determined by the Tender Committee and approved in writing. Any discrepancy or contradiction shall be brought to the attention of the Tender Committee as soon as possible.

2.6. Severability

The invalidity or unenforceability of any part, provision or section of the Pre-Qualification Documents shall not affect the validity or enforceability of other parts, provisions or sections thereof. Any invalid or unenforceable part, provision or section shall be deemed severed from the Pre-Qualification Documents, and the Pre-Qualification Documents shall be construed and enforced as if this Invitation did not contain such invalid or unenforceable part provision or section.

2.7. Access to Documents

- 2.6.1 The Pre-Qualification Documents are available for online review and download (at no cost) at the following website: www.nta.co.il (the “Website”).
- 2.6.2 Participating Entities are required to check the Website on a regular basis for any addenda, postponements, amendments, clarifications or other notifications or updates during the Pre-Qualification Process and prior to the Pre-Qualification Submission Date.
- 2.6.3 NTA, the Tender Committee or anyone on their behalf shall not be responsible in any respect for any damage or loss of any kind whatsoever, suffered by a Participating Entity or anyone on its behalf due to: (i) failure to regularly check the Website; or (ii) an error or omission with respect to any information provided by the Tender Committee.

2.8. Cost of Participation in the Pre-Qualification Process

A Participating Entity and anyone on its behalf, will bear any and all costs and expenses connected with participation in the Pre-Qualification Process as incurred by such, and will not be reimbursed or otherwise compensated by the Tender Committee or NTA for any costs or expenses so incurred thereby, including in the event of termination of the Pre-Qualification Process for any reason whatsoever.

2.9. Language

- 2.9.1. The Pre-Qualification Documents are (and the Tender Documents will be) published in English. Notwithstanding the foregoing, NTA may publish certain documents of parts thereof in Hebrew, as shall be determined by NTA, at its sole discretion.
- 2.9.2. All communication between the Participants and the Tender Committee will be in English and in writing, in accordance with the provisions of this Invitation.
- 2.9.3. Notwithstanding the foregoing, NTA and the Tender Committee conduct themselves in Hebrew, including in meetings and correspondences (including with Government Authorities), etc., and they are expected to continue doing so. The Tender Committee therefore reserves the right, to share such documentations, correspondences and discussion minutes, (only) in Hebrew (including if required to do so pursuant to the provisions of this Invitation).

2.10. Authorized Representative

- 2.10.1. Each Participating Entity (or a group of Participating Entities which intend to participate in this Pre-Qualification Process as part of the same Participant) shall appoint an individual on its/their behalf, as its/their authorized representative for: (i) conducting correspondence with the Tender Committee; and (ii) receiving instructions from the Tender Committee for and on behalf of the Participating Entity or the group of Participating Entities (as applicable) (an “**Authorized Representative**”).
- 2.10.2. A Participating Entity or group of Participating Entities (as applicable) shall provide details of its/their Authorized Representative, including its full name, title, telephone number and e-mail address, and may do so with a dedicated notification or as part of the first Request for Clarification submitted thereby.
- 2.10.3. An Authorized Representative may be replaced by giving prior written notice to the Tender Committee, duly signed by the Participating Entity or Participating Entities (as applicable). The appointment of an Authorized Representative shall not be terminated other than by the appointment of a replacement and the receipt of notice thereof by the Tender Committee.

2.11. Requests for Clarification of this Invitation

- 2.11.1. Participating Entities may raise questions and requests for clarifications or interpretations to the Pre-Qualification Documents, in writing, by no later than the deadline for the submission of requests for clarifications as set forth in Section 1.51.5 (Anticipated Schedule) (“**Request(s) for Clarification(s)**”). Without derogating from the foregoing, the Participating Entities are required to raise a Request for Clarification in the event of any discrepancy or ambiguity in the Pre-Qualification Documents. Such Requests for Clarifications shall be addressed in writing only to following mailbox: NTAPQInfra2@nta.co.il.
- 2.11.2. Requests for Clarifications shall be submitted via email in a signed PDF file and in an **open** Excel file, in the format attached as **Annex “D”** (Requests for Clarification) to this Invitation.
- 2.11.3. The Tender Committee reserves the right to ignore Requests for Clarifications which are not submitted in accordance with the requirements of submission specified in Section 2.11.2.
- 2.11.4. The Tender Committee may request Participating Entities to provide clarifications to their Request for Clarifications (or any part thereof), including by way of meeting with the Participating Entities or any of them (in a joint meeting or in separate meetings).
- 2.11.5. The Tender Committee is not obliged to clarify or interpret the Pre-Qualification Documents, to respond to any specific question or to publish any of the Requests for Clarifications submitted to it.
- 2.11.6. Although the Tender Committee is not obliged to clarify or interpret the Pre-Qualification Documents, the Tender Committee may issue an

Addendum for the purpose of clarifying or interpreting the Pre-Qualification Documents in response to Requests for Clarifications, in accordance with the provisions of Section 2.12 (

2.11.7. **Addenda**).

2.11.8. The Tender Committee may rephrase any Request for Clarification as it shall deem appropriate under the circumstances, including adding to the original language or omitting from the original language.

2.11.9. Any Request for Clarification not responded by the Tender Committee shall not be deemed accepted.

2.11.10. Any Request for Clarification raised at a date following the deadline for the submission thereof as provided in Section 1.5 (Anticipated Schedule), will be accepted or rejected, answered or not, at the discretion of the Tender Committee.

2.11.11. A response by the Tender Committee to any Request for Clarification shall not derogate from the discretion or the prerogative of the Tender Committee under this Invitation, including under Section 2.12 (

2.11.12. **Addenda**).

2.12. Addenda

2.12.1. Without derogating from its rights and prerogatives pursuant to this Invitation (including under the provisions of Section 9 (Discretion and Prerogatives of NTA and the Tender Committee) or Law, in light of the unique complexity of the Programme and the Pre-Qualification Process, the Tender Committee reserves the right to revise, modify, amend, clarify, add, delete or otherwise change the Pre-Qualification Documents or any part thereof, including, but not limited to, any instruction, requirement, specification, Pre-Qualification Requirement(s) or date contained therein, whether at the discretion of NTA or the Tender Committee or as a result of a Request for Clarification. Such revisions, if any, shall be announced by written clarification or addenda to the Pre-Qualification Documents (“**Addenda**” or “**Addendum**”, respectively) and will be deemed an integral part of this Invitation.

2.12.2. No answers, clarification or amendment to the Pre-Qualification Documents shall be binding unless issued in the form of an Addendum.

2.12.3. Neither NTA nor the Tender Committee shall be bound by, and Participating Entities shall not rely on, any oral clarification to the Pre-Qualification Documents.

2.12.4. Should any Addendum result from any Request for Clarification submitted by a Participating Entity or group of Participating Entities, the identity of such shall not be disclosed.

2.12.5. Copies of Addenda published by the Tender Committee shall be published at the Website and notices regarding such publications shall be furnished

to the Participating Entities who have provided details of their Authorized Representative.

The foregoing does not derogate from the provisions of Section 2.12.6 below and shall not be construed as creating any obligation on the part of NTA or the Tender Committee to inform any Participating Entity of any Addenda published at the Website.

- 2.12.6. Such Participating Entities will be required to acknowledge receipt of notice of Addenda in writing no later than two (2) days following receipt thereof by a returned email to the Tender Committee.
- 2.12.7. Without derogating from the generality of the provisions of Sections 1.5 (Anticipated Schedule) and 2.12 (
- 2.12.8. **Addenda**), the Tender Committee may postpone the date for submission of Pre-Qualification Submissions, or any other date herein, by such number of days as shall be necessary in the opinion of the Tender Committee to enable the Participants to revise their Pre-Qualification Submissions as a result of any Addendum issued by the Tender Committee. The announcement of a new date, if any, will be included in the Addendum.

2.13. Participants' Conference

- 2.13.1. The Tender Committee reserves the right to hold: (i) one or more conference(s) for the Participating Entities; and (ii) meetings with each of the Participating Entities separately during (each of limbs (i) and (ii) above, a “**Conference**”) and shall, at its discretion, determine whether attendance at any Conference is mandatory.
- 2.13.2. The Tender Committee may limit the number of attendees on behalf of each Participating Entity or group of Participating Entities at any of the Conference(s) and may require prior confirmation of attendance.
- 2.13.3. At the Conference(s) (to the extent held), the Tender Committee may answer Requests for Clarifications referred to it in advance by the attendees and may present the Programme and explain the Pre-Qualification Documents and clarifications and amendments to the Pre-Qualification Documents previously introduced by it in accordance with the provisions of Section 2.12 (Addenda) above.
- 2.13.4. Following the Conference(s), the Tender Committee may issue Addenda in accordance with the provisions of Section 2.12 (Addenda), addressing requests raised by the attendees or clarifications provided by the Tender Committee at the Conference(s). Only answers and clarifications issued in the form of an Addendum shall be binding; and the Tender Committee shall not be bound by, and no Entity or person shall rely on, any oral representation made by the Tender Committee or by any other attendee during the Conference.

2.14. Intellectual Property Rights

The Pre-Qualification Documents and any and all intellectual property rights therein are exclusively owned by NTA and are supplied to the Participating Entities solely for the purpose of participation in the Pre-Qualification Process.

2.15. Information Supplied to the Participating Entities

- 2.15.1. The description of the Programme detailed in this Invitation is general and indicative only. The actual scope of works and further particulars may differ from the description thereof in this Invitation.
- 2.15.2. Additional, relevant information with respect to each of the Work Packages will be included in each of the specific Tenders.
- 2.15.3. In any event and without derogating from the foregoing, to the extent applicable during the Pre-Qualification Process, Participating Entities are required to independently examine and verify all aspects associated with performing works in Israel, including, inter alia, with respect to coordination with relevant authorities, including for the purpose of engineering coordination and obtainment of permits .

2.16. Advisors to the Tender Committee

- 2.16.1. **Annex “C”** of this Invitation contains a list of the advisors to the Tender Committee (each an “**Advisor**”).
- 2.16.2. Subject to the provisions of any and all applicable Laws, the Tender Committee may exercise its rights under this Invitation through its Advisors.
- 2.16.3. The Tender Committee reserves the right to release any Advisor or to engage additional Advisors, update or otherwise amend **Annex “C”** or any part thereof as it shall deem appropriate under the circumstances; at any time during the Tender Process and as many times as shall be required.

2.17. Avoidance of Conflict of Interests

- 2.17.1. Each Participating Entity acknowledges that in the preparation of the Pre-Qualification Submission (and consequently, if the Participant is declared as Eligible Participant, the bid for the Tender) it is strictly prohibited from having any conflict of interests between any of its other activities and/or its other obligations, and/or any of its employees, consultants or subcontractors and the obligations and rights with respect to this Invitation or the Programme, including a conflict of interest which may arise as a result of engaging employees, advisors or sub-contractors of NTA.
- 2.17.2. Advisors are not permitted to participate in the Pre-Qualification Process, or the Programme on behalf of any third-party other than the Tender Committee. Therefore, Participating Entities (or any Affiliate thereof) are prohibited from engaging any Advisor, directly or indirectly, with respect to the Pre-Qualification Process.

For avoidance of doubt, the foregoing prohibition shall apply: (a) if the Advisor is an Entity – to any person employed by such Entity and to any person which Controls such Entity; and (b) if the Advisor is a person – to any Entity Controlled by such person or any Entity which employs such Person.

- 2.17.3. Further restrictions with respect to engagements between Participating Entities (or Affiliates thereof) and Advisors, in connection with the Tender Process and the Programme will be specified in the Tender Documents.
- 2.17.4. Participating Entities are required to notify the Tender Committee of any actual or potential conflicts of interests and any concern for a conflict of interests.
- 2.17.5. If the Tender Committee becomes aware of any actual or potential conflict of interests (as determined by the Tender Committee), it may, at its sole discretion, take any action required to ensure the absence of a conflict of interests including, *inter alia*, (i) request to amend the terms of any engagement; (ii) disqualify Participating Entities from participating in the Pre-Qualification Process; (iii) impose conditions and restrictions with respect to their participation in the Pre-Qualification Process; or (iv) take any other action required, in its opinion, to avoid any appearance of or a conflict of interest, in each case, as the Tender Committee shall deem fit.

3. GENERAL PROVISIONS RELATING TO PARTICIPANTS

3.1. The Participant

3.1.1. A “**Participant**” shall mean:

3.1.1.1. a single Entity which complies with: (i) the requirements specified in Section 3.5 (**Participation – General Requirements**); (ii) the Financial Pre-Qualification Requirements; and (iii) the provisions of Section 3.3.3 (Project Management Experience Provider) below (a “**Single Entity Participant**”);

or

3.1.1.2. an association of Entities each of which complies with the requirements specified in Section 3.2 (Members of the Participant) below (each a “**Member**” and together a “**Joint Venture Participant**” or “**JV**”),

in any case, participating in this Pre-Qualification Process and submitting a Pre-Qualification Submission.

3.1.2. **Form of Submission.** In order to demonstrate compliance with this Section 3.1 (The Participant), Pre-Qualification Form “1” and Pre-Qualification Form “2” shall be duly completed, executed and submitted.

3.2. Members of the Participant

3.2.1. A Member of a Participant shall mean an Entity committed to hold Anticipated Holdings in the Participant, as detailed in Pre-Qualification Form “2”, and which complies with:

3.2.1.1. the requirements specified in Section 3.5 (**Participation – General Requirements**); and

3.2.1.2. the applicable Financial Pre-Qualification Requirements.

(a “**Member**”).

3.2.2. A Participant shall not have more than four (4) Members.

3.2.3. Each Member of the Participant must commit to hold at least ten percent (10%) of Anticipated Holdings in the Participant, except for the Project Management Experience Provider referred to in Section 3.3.1.1 below, which will be required to hold at least twenty percent (20%) of Anticipated Holdings in the Participant.

3.2.4. **Form of Submission.** In order to demonstrate compliance with this Section 3.13.2 (Members of the Participant) Pre-Qualification Form “1” and Pre-Qualification Form “2” shall be duly completed, executed and submitted.

3.3. Experience Provider

- 3.3.1. An Experience Provider shall mean an Entity presented by the Participant for the purpose of demonstrating compliance with any of the Professional Pre-Qualification Requirements, and which complies with:
- 3.3.1.1. the requirements specified in Section 3.5 (**Participation – General Requirements**); and
 - 3.3.1.2. the applicable Professional Pre-Qualification Requirement(s).
- (an “**Experience Provider**”).
- 3.3.2. For the avoidance of doubt, an Experience Provider does not have to be a Member.
- 3.3.3. **Project Management Experience Provider.** The Experience Provider which demonstrated compliance with the Pre-Qualification Requirements specified in Section 4.4 (Project Execution, Management and Organization Experience) (the “**Project Management Experience Provider**”) Shall be:
- 3.3.3.1. a Member holding at least twenty percent (20%) of the Anticipated Holdings in the Participant (in case of a Joint Venture Participant); or
 - 3.3.3.2. the Participant itself (in case of a Single Entity Participant).
- 3.3.4. It is expected that the Project Manager Experience Provider will be required to assume responsibility for the overall management and coordination of all the engineering, procurement and constructions functions of the Project, should the Participant through which it participates is announced a Successful Bidder, all as shall be further detailed in the Tender Documents.
- 3.3.5. **Form of Submission.** In order to demonstrate compliance with this Section 3.43.3 (**Experience Provider**), each Experience Provider shall complete, execute and submit Pre-Qualification Form “2”.

3.4. Guarantor

- 3.4.1. A Guarantor shall mean an Entity which is presented by the Participant or Member (as applicable) for the purpose of demonstrating compliance with the Financial Pre-Qualification Requirements, instead of such Participant or Member, and which:
- 3.4.1.1. Effectively holds (directly or indirectly) more than fifty percent (50%) of all Means of Control in: (a) the Participant (if it is a Single Entity Participant); or (b) a Member (if the Participant is a JV);
 - 3.4.1.2. complies with the requirements specified in Section 3.5 (**Participation – General Requirements**); and

3.4.1.3. complies with the applicable Financial Pre-Qualification Requirement(s)

(a “**Guarantor**”).

3.4.2. **Form of Submission**. In order to demonstrate compliance with this Section 3.4 (Guarantor), each Guarantor shall complete, execute and submit Pre-Qualification Form “2”.

3.5. Participation – General Requirements

Without derogating from the provisions of Sections 3.1 (The Participant), 3.2 (Members of the Participant), 3.3 (**Experience Provider**) and 3.4 (**Guarantor**), each Participating Entity needs to comply with and satisfy all of the following requirements:

- 3.5.1. It is a duly organized and a validly existing Entity under the laws of the jurisdiction in which it is organized.
- 3.5.2. It has all requisite corporate power and authority for the ownership and operation of its properties and for the carrying on of its business as currently conducted or proposed to be conducted for the purposes of the Programme (including the participation in this Pre-Qualification Process).
- 3.5.3. There are no actions or proceedings pending, voluntary or involuntary, with respect to dissolution, liquidation, freeze of assets, bankruptcy, insolvency, appointment of a trustee, a liquidator or a receiver (including temporarily), or any other analogous situation nor, are there to the best of its knowledge, any actions or proceedings which might result in dissolution, liquidation, freeze of assets, bankruptcy, insolvency, appointment of a trustee, a liquidator or a receiver (including temporarily), or any other analogous situation.
- 3.5.4. Its most recent Financial Statements do not include a “going concern notice” or a notice of a similar effect.
- 3.5.5. It and any Interested Party, including the office holders thereof involved in the Pre-Qualification Process (including individuals) are not residents or citizens of a state which does not have diplomatic relations with the State of Israel.
- 3.5.6. It is not a Declared Entity and it is not a Related Entity of a Declared Entity; and the office holders thereof involved in the Pre-Qualification Process (including individuals) are not Declared Entities or Related Entities of the Declared Entities.
- 3.5.7. Its incorporation documents do not contain any provision which may restrict or limit its ability to undertake and perform the applicable part of the works for which it prequalifies.

3.6. Criminal Information

3.6.1. The Tender Committee will evaluate criminal information in accordance with the Criminal Information and Rehabilitation Law, 2019 (the “**Criminal Information Law**”).

3.6.2. Each Relevant Entity shall complete, sign, and submit an affidavit in the form of Pre-Qualification Form “11” (Criminal Information Affidavit) (“**Criminal Information Affidavit**”).

“**Relevant Entity**” shall mean each of the following:

- (a) the Participant (if it is a Single Entity Participant);
- (b) each Member (if the Participant is a Joint Venture Participant);
- (c) the chairman of the board of directors of the Participant or of each Member (as applicable);
- (d) the chief executive officer of the Participant or of each Member (as applicable);
- (e) Any Office Holder (as such term ("נושא משרה") is defined in the Companies Law, 1999) of the Participant or of each Member, if such Office Holder is significantly involved in the Pre-Qualification Process;
- (f) each Guarantor;
- (g) each Experience Provider; and
- (h) each O&M Shareholder.

3.6.3. All Criminal Information Affidavits shall be submitted as part of the Participants Pre-Qualification Submission in a separate envelope marked “*Confidential – Criminal Information Affidavit*”.

3.6.4. The provisions of Section 8.3 (Requests for Clarifications) below shall apply with respect to the Criminal Information Affidavit, *mutatis mutandis*.

3.6.5. Without derogating from its rights, prerogatives and discretion pursuant to law and this Invitation (including pursuant to the provisions of Section 8.6.6 below), the Tender Committee may disqualify any Participant, or impose condition, limitations or restrictions, or issue any instruction with respect to its participation in the Pre-Qualification Process and/or the Tender Process in any of the event that:

- (a) a Relevant Entity has been convicted of an Offence with respect to which the relevant statute of limitation period [תקופת ההתיישנות] and/or deletion period [תקופת המחיקה] pursuant to the Criminal Information Law (or if applicable any equivalent foreign law) – has not yet expired; or
- (b) an indictment (criminal charges) with respect to any Offence has been served against a Relevant Entity; or

- (c) an investigation with respect to any Offence is being conducted against a Relevant Entity, with respect to which the relevant period pursuant to the Criminal Information and Rehabilitation Regulations (Restriction on the Disclosure of Information – Limiting Information on Pending Cases where no Indictment has been filed), 2022, (or if applicable any equivalent foreign law) – has not yet expired.

“**Offence**” shall mean: (i) the criminal offences included in Sections 6-10 of Annex 4 [התוספת הרביעית] to the Criminal Information Law, (ii) the criminal offences included in Chapters Seven (National Security, Foreign Relations and Official Secrets), Eight (Offences Against Political and Social Order), Nine (Offences relating to Public Order and Justice) or Ten (Bodily Harm) to the Penal Law, 5737-1977; (iii) similar offences under foreign laws; whether committed in Israel or abroad.

- 3.6.6. In making its decision based on this section 3.6 (**Criminal Information**), the Tender Committee shall take into account, among other things, the considerations set forth in the Criminal Information Law, the Criminal Information and Rehabilitation of Offenders Regulations (Provision of Information from the Criminal Record for the Purpose of Entering into a Contract to Execute a Transaction within the Framework of a Tender), 2025, and any other applicable Laws.
- 3.6.7. The Tender Committee reserves its right to revisit the issue of Offences as part of this Pre-Qualification Process, based on any information that becomes available to the Tender Committee at any stage, including, but not limited to, during the Tender Process and following the execution of the Agreement.
- 3.6.8. Furthermore, the Tender Committee reserves the right to consider information with respect to additional offences and/or information with respect to additional entities beyond the Relevant Entities, including with respect to the Bidders, the Successful Bidder, and in the context of the nomination of the chairman of the board of directors, the chief executive officer, and chief officers of the Successful Bidder (if any). The exercise of such rights shall be without prejudice to any other rights or remedies available to NTA or the Tender Committee under applicable law or the terms of the Tender Documents.

3.7. Participation in a Pre-Qualification Submission; Restrictions

An Entity may not participate (neither as a Participant, Member, Experienced Provider, Guarantor or otherwise) in more than one (1) Pre-Qualification Submission. For the purpose of the provisions of this Section 3.7 (Participation in a Pre-Qualification Submission; Restrictions), the term “Entity” shall be deemed to include any Affiliate of such Entity.

3.8. Participation of Government Companies

Any company budgeted by the Government of the State of Israel as defined under Section 21 of the State Budget Law, 1985 [“גוף מתוקצב”], any Municipal Company or a subsidiary thereof as defined under Section 21 of the State Budget Law, 1985, any company supported by the Government of the State of Israel as defined under

Section 32 of the State Budget Law, 1985 ["גוף נתמך"], any Entity incorporated by Law (a statutory corporation), or any company subject to the provisions of the Government Companies Law, 1975, is not permitted to participate in the Pre-Qualification Process, directly or indirectly, including as a Participant, Member, Experience Provider or Guarantor.

3.9. Participating in Multiple Capacities

In the event an Entity participates in the Pre-Qualification Process in more than one role (e.g. Member, Experience Provider, Guarantor, O&M Shareholder, etc.), such Entity will be required to comply with all requirements pertaining to each of its roles.

3.10. Additional Requirements, including Security Considerations

- 3.10.1. Without derogating from any of its rights and prerogatives pursuant to this Invitation or Law, the Tender Committee reserves the right to impose additional or new conditions, limitations, prohibitions, pre-requisites, qualification criteria or restrictions, *inter alia*, with respect to the participation of an Entity or person in the Pre-Qualification Process, the Tender Process or the Programme (including conditions, limitations, prohibitions, or restrictions with respect to systems, subsystems, equipment and instrumentation), which relate to:
 - 3.10.1.1. competition, including pursuant to the Law for Promoting Competition and Minimization of Centralization, 2013 (if applicable);
 - 3.10.1.2. criminal records and proceedings, subject to the Criminal Information Law and its regulations; and/or
 - 3.10.1.3. Security and/or foreign affair considerations (including national security), including following an instruction by Israeli security agencies or authorities, currently being contemplated. In this respect, Participants are hereby informed that restrictions are also currently contemplated and may be imposed with respect to the participation of a Participating Entity in the Pre-Qualification Process, the Tender Process and/or the Project, in relation to foreign investments, *inter alia*, upon inquiry made to the Advisory Board for Evaluating National Security Aspects of Foreign Investments, in cases in which concerns arise that such investments may negatively affect national security interests, all in accordance with provisions of Resolution B/372 issued by the Ministerial Committee on National Security Affairs (State Security Cabinet), dated October 30, 2019.
- 3.10.2. Without derogating from the Tender Committee's rights and prerogatives pursuant to this Invitation or Law, conditions, limitations, prohibitions, or restrictions imposed by the Tender Committee pursuant to Section 3.10.1 above may include, *inter alia*, an instruction to any Participating Entity to cease its participation in the Pre-Qualification Process, the Tender Process or the Project or to change its holdings (including its specific percentage of holdings) or its involvement in any aspect of the Pre-Qualification

Process, the Tender Process or the Project. In this respect, Participants are advised that permits, consents or approvals of relevant authorities may also include similar requirements, conditions, limitations, prohibitions or restrictions.

- 3.10.3. Without derogating from the foregoing, the Successful Bidders shall be obligated to comply with the security requirements and instructions specified in **Annex “G”** (Security Instructions) to this Invitation; deviation therefrom (including with respect to origin of system components and to supply chains) shall not be approved.

4. PROFESSIONAL PRE-QUALIFICATION REQUIREMENTS

4.1. Professional Pre-Qualification Requirements; General Provisions

- 4.1.1. Compliance with each Professional Pre-Qualification Requirement must be demonstrated by (an) Experience Provider(s).
- 4.1.2. Compliance with any particular Professional Pre-Qualification Requirement must be demonstrated by a single Experience Provider, i.e., compliance with a particular Professional Pre-Qualification Requirement cannot be “split” between different Experience Providers.

The foregoing does not derogate from the provisions of Section 4.8 (Provisions with respect to Projects Executed by an Associated **Party**), pursuant to which an Experience Provider demonstrating compliance with a Professional Pre-Qualification Requirement, may, for such purpose, present and rely on projects which were executed by Associated Entities thereof (as defined therein and in accordance with the provisions thereof).

- 4.1.3. A single Experience Provider may demonstrate compliance with more than one (1) Professional Pre-Qualification Requirement.

4.2. Experience in the Design and Installation of Railway Systems

Each Participant is required to demonstrate that, during the period commencing on January 1, 2011, and ending on the Pre-Qualification Submission Date, an Experience Provider on its behalf has:

- 4.2.1. Completed, as a Main Contractor, the Design and Installation of Traction Power Systems, OCC Systems and CBN for at least three (3) Metro Lines or LRT Lines which are not part of the same Network; and
- 4.2.2. at least one (1) of such Metro Lines or LRT Lines: (i) consists of not less than twenty (20) km of Routes; and (ii) has been in commercial operation for at least two (2) consecutive years following its Completion.

For avoidance of doubt, the requirements specified in limbs (i) and (ii) above must be demonstrated in a single (the same) Metro Line or LRT Line.

Form of Submission. In order to demonstrate compliance with this Section 4.2 (Experience in the Design and Installation of Railway Systems), the Experience Provider shall complete, execute and submit Pre-Qualification Form “3”.

4.3. Rolling Stock Experience

Each Participant is required to demonstrate that, during the period commencing on January 1, 2011, and ending on the Pre-Qualification Submission Date, an Experience Provider on its behalf has, in its capacity as Manufacturer:

- 4.3.1. Designed, manufactured, supplied and commissioned into commercial operational service Cars for at least three (3) projects; and

- 4.3.2. in at least one (1) of the referenced projects, the number of Cars Designed, manufactured, supplied and commissioned into commercial operational service was at least eighty (80); and
- 4.3.3. in each of the other referenced projects, the number of Cars Designed, manufactured, supplied and commissioned into commercial operational service was at least fifty (50); and
- 4.3.4. at least one (1) of the reference projects was a Driverless Metro Line.

Form of Submission. In order to demonstrate compliance with this Section 4.3 (**Rolling Stock Experience**), the Experience Provider shall complete, execute and submit Pre-Qualification Form “4”.

4.4. Project Execution, Management and Organization Experience

Each Participant is required to demonstrate that, during the period commencing on January 1, 2015, and ending on the Pre-Qualification Submission Date, an Experience Provider on its behalf has Completed, as a Main Contractor, at least two (2) Infrastructure Projects each of which with a Contract Value of at least NIS 750 Million and all of which with an aggregated Contract Value of not less than NIS 2,000 Million.

Form of Submission. In order to demonstrate compliance with this Section 4.4 (**Project Execution, Management and Organization Experience**), the Experience Provider shall complete, execute and submit Pre-Qualification Form “5”.

4.5. Maintenance Experience

Each Participant is required to demonstrate that, during the period commencing on January 1, 2015, and ending on the Pre-Qualification Submission Date, an Experience Provider on its behalf:

- 4.5.1. acted, for at least two (2) consecutive years, as a Main Contractor for the Maintenance of a Metro Line or Metro Lines, consisting (in the aggregate) of not less than thirty (30) km of Routes; and
- 4.5.2. all referenced projects (in the aggregate) include the Maintenance of at least eighty (80) Cars; and
- 4.5.3. at least one (1) referenced project includes the Maintenance of at least one (1) Depot.

Form of Submission. In order to demonstrate compliance with this Section 4.5 (**Maintenance Experience**), the Experience Provider shall complete, execute and submit Pre-Qualification Form “6”.

4.6. Metro Operation Experience

Each Participant is required to demonstrate that, during the period commencing on January 1, 2020, and ending on the Pre-Qualification Submission Date, an Experience Provider on its behalf:

- 4.6.1. acted, as a Main Contractor for the Operation of at least one (1) Metro Line, consisting of not less than ten (10) km of Routes, for at least four (4) consecutive years; and
- 4.6.2. acted as a Main Contractor for the Operation of one (1) or more additional (different) Metro Line(s), consisting, in the aggregate, of not less than twenty (20) km of Routes, for at least twelve (12) consecutive months with respect to each such Metro Line(s); and
- 4.6.3. all reference projects were Driverless Metro Lines.

The Experience Provider who demonstrated compliance with the Professional Pre-Qualification Requirements specified in this Section 4.6 (Metro Operation Experience) shall be referred to as the “**Experienced Metro Operator**”.

Form of Submission. In order to demonstrate compliance with this Section 4.6 (Metro Operation Experience), the Experience Provider shall complete, execute and submit Pre-Qualification Form “7”.

4.7. Public Transportation Operation Experience

Operation Scheme Alternatives

Without derogating from NTA’s and the Tender Committee’s rights, prerogatives and discretions pursuant to this Invitation, it is expected that each Eligible Participant will be allowed to choose between the following alternatives (which will be reflected in the structure of the O&M Contractor):

- 4.7.1. **Alternative “A”; Metro Operator.** The Experienced Metro Operator will be required to assume responsibility for the overall management and coordination of all operation functions of the Project as an O&M Shareholder holding at least fifty percent (50%) of all Means of Control in the O&M Contractor.

If the Participant chooses this Alternative “A”, it is not required to present an Experience Provider to demonstrate compliance with this Section 4.7 (Public Transportation Operation Experience).

- 4.7.2. **Alternative “B”; Public Transportation Operator.**

- 4.7.2.1. The Experience Provider who demonstrated compliance with the Professional Pre-Qualification Requirements specified in this Section 4.7 (Public Transportation Operation Experience) (the “**Experienced Public Transportation Operator**”) will be required to assume responsibility for the overall management and coordination of all operation functions of the Project as an O&M Shareholder holding at least fifty percent (50%) of all Means of Control in the O&M Contractor; and
- 4.7.2.2. In such case, the Experienced Metro Operator shall be required to carry out certain obligations under a service agreement to be entered into between it and the O&M Contractor.

The main principles of the service agreement (including the required team to be provided by the Experienced Metro Operator and its presence in Israel) will be specified in the Tender Documents. However, it is expected that, *inter alia*, the following requirements will be included:

- (i) the duration of the service agreement shall be for at least five (5) years following commencement of the full operation of the applicable Package; and
- (ii) the Experience Metro Operator shall be required to carry out specific activities and obligations during pre-operation and operation including, *inter alia*, the preparation and compilation of the overall safety case, the responsibility for training and the appointment of key personnel which will comply with specific requirements (e.g., operation manager as defined in the Rail Ordinance (פקודת מסילת הברזל)).

Pre-Qualification Requirements

Each Participant who wishes to choose the operation scheme Alternative “B” specified in Section 4.7.2 (Alternative “B”; Public Transportation Operator) above, is required to demonstrate compliance with one of the following options:

4.7.3. Option “A”; Bus Operation Experience

During the period commencing on January 1, 2020, and ending on the Pre-Qualification Submission Date, an Experience Provider on its behalf:

- 4.7.3.1. Has been acting, continuously, as a Main Contractor for the Operation of at least one (1) Bus Network in an Urban Area (in whole or in part) in Israel; and
- 4.7.3.2. during such period, managed, a fleet of at least three hundred (300) buses in Israel; and
- 4.7.3.3. during such period, managed an annual ridership of at least twelve million (12,000,000) passengers on bus lines in Israel.

Annual ridership for a partial calendar year will be calculated by dividing the actual ridership during the applicable part of the calendar year by the relative portion such part constitutes out of the entire calendar year.

4.7.4. Option “B”; Light Rail Operation Experience

During the period commencing on January 1, 2020, and ending on the Pre-Qualification Submission Date, an Experience Provider on its behalf has been acting as a Main Contractor for the Operation of at least one (1) LRT Line in Israel, consisting of not less than ten (10) km of Routes for at least two (2) continuous years.

Form of Submission. In order to demonstrate compliance with this Section 4.7 (Public Transportation Operation Experience), the Experience Provider shall complete, execute and submit Pre-Qualification Form “8”.

4.8. Provisions with respect to Projects Executed by an Associated Party

- 4.8.1. Other than with respect to the Pre-Qualification Requirements specified in Section 4.7 (Public Transportation Operation Experience) above, in order to demonstrate compliance with the Professional Pre-Qualification Requirements, an Experience Provider may present and rely on projects which were executed by any of the following Entities:
- 4.8.1.1. An Entity which Effectively holds (directly or indirectly) more than fifty percent (50%) of all Means of Control in the Experience Provider (“**Parent Company**”); and/or
 - 4.8.1.2. An Entity in which the direct Parent Company of the Experience Provider directly holds more than fifty percent (50%) of all Means of Control (“**Sister Company**”); and/or
 - 4.8.1.3. An Entity in which the Experience Provider Effectively holds (directly or indirectly) fifty percent (50%) of all Means of Control (“**Subsidiary**”); and/or
 - 4.8.1.4. A special purpose company, a special purpose partnership or a special purpose joint venture in which the Experience Provider Effectively holds (directly or indirectly) at least twenty-six percent (26%) of all Means of Control, provided that, with respect to a special purpose partnership or special purpose joint venture, all Entities which directly held the Means of Control of such special purpose partnership or special purpose joint venture (including the Experience Provider, if applicable), were responsible, jointly and severally, for the execution of the referenced project (“**SPV**”).

With respect to any Experience Provider, each Parent Company, Sister Company, Subsidiary and SPV, shall be referred to as an “**Associated Party**”.

- 4.8.2. For the avoidance of doubt, different Associated Parties may be relied on with respect to different projects presented by the Experience Provider.

For example only (and without derogating from the applicable Pre-Qualification Requirements themselves), for the purpose of demonstrating compliance with the provisions of Section 4.4 (Project Execution, Management and Organization Experience), an Experience Provider may present one Infrastructure project Completed by a Subsidiary thereof, and another Infrastructure Project Completed by a Sister Company thereof.

- 4.8.3. In the event an Experience Provider requests to demonstrate compliance with a Professional Pre-Qualification Requirement by presenting projects which were executed by an Associated Party thereof, such Experience Provider shall include, in the relevant Pre-Qualification Form(s), details as

requested therein with respect to the Associated Party(ies) which executed the referenced project or works (as applicable) and a schematic description of the corporate structure demonstrating the connection between each such Associated Party and the Experience Provider.

- 4.8.4. Without derogating from the foregoing, in the event an Experience Provider requests to demonstrate compliance with a Professional Pre-Qualification Requirement by presenting projects or works (as applicable) which were executed by a Sister Company or Parent Company thereof, such Experience Provider shall include in its Pre-Qualification Submission an undertaking by the Parent Company (either the Parent Company which executed the referenced project or works or the joint Parent Company of the Experience Provider and its Sister Company (as applicable)), in the form of Attachment “C” to the relevant Pre-Qualification Form(s) (“**Parent Company Undertaking**”).

4.9. Definitions

Without derogating from the provisions of Section 2.1 (Definitions) above, the following terms shall have the meaning ascribed thereto below:

“Bus Network”	A network comprised of at least five (5) bus lines.
“Cars”	Shall mean Metro passenger cars with a minimum length of sixteen (16) meters.
“CBN”	Shall mean the communication backbone network, acting as the primary digital transmission infrastructure for the Metro Line, consisting of fiber-optic cabling, network switches, and routers, designed to interconnect and support data transmission for operational systems.
“Completion”	Shall mean either of the following: (a) the delivery of the applicable project/work to, and its acceptance by, the respective owner, main contractor or follow-on contractor, including in the event such acceptance was subject to the correction of deficiencies; or (b) the receipt of confirmation from the respective owner that the applicable works were completed (including approval to continue to a subsequent stage of works, if applicable).
“Contract Value”	Shall mean the total amount of payments which were paid to the entity which executed the referenced Infrastructure Project on the date of its signature (excluding VAT).
“Control” and “Means of Control”	Shall have the meaning ascribed thereto in the Securities Law 1968.

“Depot”	Shall mean a workshop for light and heavy maintenance, washing plant and stabling facilities for Cars, including the maintenance thereof (in one location or in several separate locations).
“Design”	Shall mean the detailed design for construction and Installation of the applicable system.
“Driverless”	Shall mean, with respect to a Metro Line, that the Metro Line operates with automated train control of at least grade of automation 2 (GOA2), such that train movement functions (including starting, stopping, and speed regulation) are performed automatically without continuous manual driving.
“Infrastructure Project”	Shall mean a project for the design and construction of a large-scale infrastructure, including any of the following: (i) heavy rail; (ii) LRT; (iii) Metro; (iv) road; (v) tunnel; (vi) desalination facility; (vii) hospital; (viii) power generation facility; (ix) seaport; or (x) airport.
“Installation”	Shall mean the procurement, supply, installation, testing and commissioning of the applicable system.
“LRT”	Shall mean a light rail-based mass transit system, including the associated facilities required for the provision of transportation services along a route or routes integrated into an Urban Area (in whole or in part), and including interfaces with intersections and other public and private transportation systems (where most intersections with other public or private transportation are without barriers and/or other protection means).
“LRT Line”	Shall mean an LRT line consisting of at least five (5) km of Routes.
“Main Contractor”	Shall mean directly responsible and accountable for the execution of the applicable project or works (as applicable), bearing all the execution risks related thereto (as main contractor or as a subcontractor).
“Manufacturer”	Shall mean an Entity which is directly accountable for the manufacturing of the Cars, bearing all the risks related thereto.
“Metro”	Shall mean a high-capacity metropolitan railway public transportation system that is completely segregated from road traffic and operating, in whole or in part, in an Urban Area.

“Metro Line”	Shall mean a Metro line consisting of at least five (5) km of Routes.
“Network”	Shall mean a network comprised of at least three (3) Metro and/or LRT lines.
“OCC Systems”	Shall mean the integrated hardware and software systems that enable centralized monitoring and control of Metro operations.
“Operation”	Shall mean the management of traffic of buses or trains (as applicable), including the facilitation of smooth and continuous operation thereof according to time schedules, and the management of road or railway safety and equipment.
“Route”	Shall mean a twin track or greater rail track of a Metro or an LRT (as applicable).
“Traction Power”	Shall mean the electrical power supply system for the propulsion of the Cars, including the medium voltage (MV) supply, traction substations (DC or AC), power distribution systems, and the contact line system (overhead catenary system or third rail) along the Route.
“Urban Area”	Shall mean a populated area with built-up infrastructure, including residential, commercial and/or industrial areas.

5. FINANCIAL PRE-QUALIFICATION REQUIREMENTS

5.1. Financial Pre-Qualification Requirements; General Provisions

- 5.1.1. **Single Entity Participant.** Each Single Entity Participant is required to demonstrate compliance with all of the Financial Pre-Qualification Requirements by itself or through a Guarantor, in accordance with the provisions of this Invitation.
- 5.1.2. **Joint Venture Participant.** In the case of a Joint Venture Participant, the Members thereof are required:
- 5.1.2.1. To demonstrate (together) compliance with the Financial Pre-Qualification Requirements specified in Section 5.2 (Turnover) below; and
- 5.1.2.2. To demonstrate (independently) compliance with the Financial Pre-Qualification Requirements specified in Sections 5.3 (Equity) and 5.4 (Operating Cash Flow) below.

Each Member may rely on a Guarantor, in accordance with the provisions of this Invitation.

5.2. Turnover

5.2.1. Calculation of Weighted Average Turnover

The weighted average turnover of an Entity shall be calculated as a weighted average of its annual turnover for the three (3) most recent consecutive annual Financial Statements (the latest of which is not earlier than for the year 2025), as follows:

$$WATO = \frac{3 * TO_{(t)} + 2 * TO_{(t-1)} + 1 * TO_{(t-2)}}{6}$$

Where:

- WATO* – Weighted Average Turnover
- TO* – Entity's annual turnover for the applicable year in accordance with its annual Financial Statements for that year.
- t* – Most recent year for which the Entity has annual Financial Statements (provided such are not earlier than 2025).

(A Participating Entity's "**Weighted Average Turnover**")

5.2.2. Single Entity Participant

Each Single Entity Participant is required to demonstrate that its Weighted Average Turnover (calculated in accordance with Section 5.2.1 above) is not less than NIS three billion and two hundred and fifty million (3,250,000,000 NIS).

5.2.3. Joint Venture Participant

5.2.3.1. Calculation of JV Combined Weighted Average Turnover

The weighted average turnover of a Joint Venture Participant shall be calculated as follows:

$$\begin{aligned} & \text{JV Combined Weighted Average Turnover} \\ &= \sum_{i=1}^{i=n} WATO_i \cdot AH_i \end{aligned}$$

Where:

$WATO_i$ – Member (i)'s Weighted Average Turnover (calculated in accordance with Section 5.2.1 above).

AH_i – The Anticipated Holdings of Member (i) in the Participant.

n – The number of Members in the Joint Venture Participant.

(“JV Combined Weighted Average Turnover”)

5.2.3.2. JV Combined Weighted Average Turnover Requirement

Each Joint Venture Participant is required to demonstrate that its JV Combined Weighted Average Turnover (calculated in accordance with Section 5.2.3.1) above is not less than NIS three billion and two hundred and fifty million (3,250,000,000 NIS).

5.2.4. **Form of Submission.** In order to demonstrate compliance with this Section 5.2 (Turnover), the Single Entity Participant, Member or Guarantor (as applicable) shall complete, execute and submit Pre-Qualification Form “9”.

In the case of a Joint Venture Participant, the Members and/or Guarantors (which executed Pre-Qualification Form “9”) shall also complete, execute and submit Pre-Qualification Form “10”.

5.3. **Equity**

5.3.1. Single Entity Participant

Each Single Entity Participant is required to demonstrate that its equity on the last day of its most recent annual Financial Statements (provided such are not earlier than for the year 2025) is not less than NIS one billion and one hundred million (1,100,000,000).

5.3.2. Joint Venture Participant

Each Member of a Joint Venture Participant is required to demonstrate that its equity on the last day of its most recent annual Financial Statements (provided such are not earlier than for the year 2025) is not less than NIS eleven million (11,000,000) for each one percent (1%) of Anticipated Holdings in the Joint Venture Participant.

- 5.3.3. **Form of Submission.** In order to demonstrate compliance with this Section 5.3 (Equity), the Single Entity Participant, Member or Guarantor (as applicable) shall complete, execute and submit Pre-Qualification Form “9”.

5.4. Operating Cash Flow

- 5.4.1. Each Single Entity Participant and each Member, is required to demonstrate that its Weighted Average Operating Cash Flow for the three (3) most recent consecutive annual Financial Statements (the latest of which is not earlier than for the year 2025), is not negative (either positive or equal to zero).

- 5.4.2. The weighted average operating cash flow of each Single Entity Participant or Member (as applicable), shall be calculated in the following manner:

$$\text{Weighted Average Operating Cash Flow} = \frac{3 * CF_{(t)} + 2 * CF_{(t-1)} + 1 * CF_{(t-2)}}{6}$$

Where:

CF – Entity’s operating cash flow for the applicable year in accordance with its annual Financial Statements for that year.

t – Most recent year for which the Entity has annual Financial Statements (provided such are not earlier than 2025).

(“Weighted Average Operating Cash Flow”)

- 5.4.3. Notwithstanding the provisions of Section 5.4.1 above, In the event that the Weighted Average Operating Cash Flow of a Single Entity Participant or a Member (as applicable), is negative, it shall be required to demonstrate that the ratio between the absolute value of (a) and (b) below is less than twenty-five percent (25%):

(a) The lower of:

- (i) The Weighted Average Operating Cash Flow of the Single Entity Participant or Member (as applicable) as calculated pursuant to the provisions of Section 5.4.2 above; or
- (ii) The operating cash flow of the Single Entity Participant or Member (as applicable), based on its most recent annual Financial Statements (provided such are not earlier than for the year 2025).

- (b) The equity of the Single Entity Participant or Member (as applicable), on the last day of its most recent annual Financial Statements (provided such are not earlier than for the year 2025).

So that –

$$\frac{ABS[CF]}{E} < 25\%$$

Where:

$ABS[CF]$ – the absolute value of CF .

CF – The lower of (a)(i) or (a)(ii) above.

E – the equity of the Single Entity Participant or Member (as applicable), on the last day of its most recent annual Financial Statements (provided that such are not earlier than for the year 2025).

- 5.4.4. **Form of Submission.** In order to demonstrate compliance with this Section 5.2.45.4 (Operating Cash Flow), the Participant, Member or Guarantor (as applicable) shall complete, execute and submit Pre-Qualification Form “9”.

6. GENERAL INSTRUCTIONS WITH RESPECT TO DEMONSTRATION OF COMPLIANCE WITH THE FINANCIAL PRE-QUALIFICATION REQUIREMENTS

6.1. Reliance on a Guarantor

Each Single Entity Participant or Member (as applicable) may demonstrate compliance with the Financial Pre-Qualification Requirements by relying on a Guarantor, provided that the Guarantor itself complies with all Financial Pre-Qualification Requirements applicable to such Single Entity Participant or Member (as applicable), and provided that both the Single Entity Participant or Member (as applicable) and its Guarantor comply with the requirements under Section 3.5 (**Participation – General Requirements**) above and all other applicable provisions of this Invitation.

In the event a Single Entity Participant or Member relies on a Guarantor as aforementioned, the Guarantor shall be required to complete, execute and submit Attachment “C” (Guarantor’s Undertaking) to Pre-Qualification Form “2”.

6.2. Exchange of Currency

6.2.1. The financial figures included in the Pre-Qualification Submission must be submitted in New Israeli Shekels (NIS) and, to the extent indicated in relevant Pre-Qualification Forms, in the applicable original currency.

6.2.2. Financial information and the figures included in the Financial Statements, presented in any currency other than NIS, will be converted to NIS in accordance with the applicable instructions of Annex “E”.

6.3. Conversion of Currencies

Without derogating from the requirements of Section 6.2.1 and 2.11 (Requests for Clarification of this Invitation) above:

6.3.1. If the financial information or Financial Statements of the Single Entity Participant, Member or Guarantor (as applicable) are presented in currencies other than the currencies the exchange rates of which are presented in Annex “E”, a specific request should be submitted to the Tender Committee for other currency conversion to US\$, at least thirty (30) days prior to the Pre-Qualification Submission Date. Such a request shall contain all the relevant information, including exchange rate tables and reference to the source thereof. The Tender Committee will consider each request on a case-by-case basis and may issue an Addendum as a result therefrom.

6.3.2. If, according to its place of registration, the fiscal years specified in the financial information or Financial Statements of the Single Entity Participant, Member or Guarantor (as applicable) are not the same as the fiscal year specified in Annex “E”, a specific request should be submitted to the Tender Committee to use alternative exchange rates, at least thirty (30) days prior to the Pre-Qualification Submission Date. The request must specify all the relevant information and exchange rate tables, on which the

Entity relies. The Tender Committee will consider each request on a case-by-case basis and may issue an Addendum as a result therefrom.

- 6.3.3. The Tender Committee may, at its sole discretion, respond to requests submitted less than thirty (30) days prior to the Pre-Qualification Submission Date.

6.4. Content and Submission Form

- 6.4.1. In order to demonstrate compliance with the Financial Pre-Qualification Requirements, the Single Entity Participant, Member or Guarantor (as applicable), shall submit its relevant Financial Statements duly executed by its management (or the equivalent thereof) and by its external auditors, and duly prepared and presented in accordance with one of the principles listed in **Annex "E"**.
- 6.4.2. If the Financial Statements of the Single Entity Participant, Member or Guarantor (as applicable), are based on different accounting principles than those listed in **Annex "E"**:
- 6.4.2.1. A specific request should be submitted to the Tender Committee to approve submission of such Financial Statements, at least thirty (30) days prior to the Pre-Qualification Submission Date. The Tender Committee will consider each request on a case-by-case basis and may issue an Addendum as a result thereof. The Tender Committee may, at its sole discretion, respond to requests submitted less than thirty (30) days prior to the Pre-Qualification Submission Date.
- 6.4.2.2. If approved by the Tender Committee, such Entity will provide, withing the Pre-Qualification Submission, a letter, signed by an external auditor, confirming that the Entity's turnover, operating cash flow and equity, as presented in its Financial Statements, substantially comply with US GAAP or IFRS methodology.
- 6.4.3. Without derogating from the generality of Section 6.4.1 above, the Financial Statements must include a balance sheet statement, a profit and loss statement, a cash flow statement, and auditor's report and notes.
- 6.4.4. If the Financial Statements of a Single Entity Participant, Member or Guarantor (as applicable), do not include cash flow statements, such statements – in accordance with one of the accounting principles set out in **Annex "E"** should be submitted, duly executed by the external auditors of the Single Entity Participant, Member or Guarantor (as applicable).
- 6.4.5. If cash flow statements based on accounting principles other than Israeli GAAP, US GAAP or IFRS, will be submitted, together with such statements a confirming that the cash flow statements substantially comply with US GAAP or IFRS methodology, signed by an external auditor, should be attached.
- 6.4.6. The Financial Statements will be provided either in English or in Hebrew, but in no other language.

- 6.4.7. Without derogating from the aforementioned, in the event that the Financial Statements of an Entity contain comparative figures to the preceding years, the Entity will not be required to submit the Financial Statements for the preceding years, and it can rely on the comparative figures presented in its most recent Financial Statements.
- 6.4.8. In the event of a discrepancy between the Financial Statements and the Pre-Qualification Forms, the provisions of the Financial Statements shall prevail.

7. METHOD OF SUBMISSION

7.1. Pre-Qualification Forms

- 7.1.1. Each Participant shall attach to its Pre-Qualification Submission, all applicable Pre-Qualification Forms together with all additional documents and attachments as specified therein, duly completed and signed by it and/or the applicable Participating Entities, as specified in each of the Pre-Qualification Forms.
- 7.1.2. Attached as **Annex “F”** hereto is a list of the Tender Forms and their attachments to be submitted. The foregoing list is provided for the Participant’s convenience and does not derogate from the responsibility of the Participants to ensure that their Pre-Qualification Submissions include all relevant documents and information in compliance with the provisions of this Invitation.

7.2. Identification of Sensitive or Classified Information

Without derogating from the generality of the provisions of Regulation 21(e) of the Regulations (and the discretion granted thereunder to the Tender Committee), Participants will detail, within Pre-Qualification Form “1”, in a clear, complete and legible manner, the information contained in their Pre-Qualification Submissions, which they consider to be of a commercially sensitive or confidential nature and which, in their opinion, should not be disclosed to other Participants (a request with respect to “**Privileged Information**”).

7.3. Compliance with the Requirements of the Pre-Qualification Documents

- 7.3.1. Participants shall prepare their Pre-Qualification Submissions in strict conformity with the requirements of this Invitation and the instruction specified in the Pre-Qualification Forms.
- 7.3.2. Participants shall complete all applicable parts of their Pre-Qualification Submissions in an accurate and detailed manner, disclosing all the information requested.

7.4. Table of Contents

All pages of the Pre-Qualification Submission will be enumerated, and the Pre-Qualification Submission will include a detailed table of contents.

7.5. No Unauthorized Modification

- 7.5.1. Participants shall not modify or supplement the instructions of this Invitation (including the Pre-Qualification Forms).
- 7.5.2. Unauthorized conditions, amendments, limitations, modifications, supplements, reservations, disclaimers or provisions attached to a Pre-Qualification Submission may result in the disqualification of the Pre-Qualification Submission and of the Participant.
- 7.5.3. For the avoidance of doubt, any conditions, amendments, limitations, modifications, supplements, reservations, disclaimers or provisions

attached to the Pre-Qualification Submissions (including any of the Pre-Qualification Forms), which were not submitted by the Participant to the Tender Committee in accordance with the provisions of Section 2.102.11 (Requests for Clarification of this Invitation) and approved by the Tender Committee in the form of an Addendum, issued in accordance with the provisions of Section 2.12 (Addenda), may be deemed as unauthorized and may result in the disqualification of the Pre-Qualification Submission of the Participant.

- 7.5.4. Whether a statement, condition, limitation, modification, supplement, reservation, disclaimer or provision attached to the Pre-Qualification Submission will be considered to be “unauthorized” as referred to above will be determined by the Tender Committee on the basis of substance rather than form. Thus, a statement expressed as an “assumption”, a “request for a change”, a “clarification” or “we suggest to discuss at a later stage” (or any comparable words or expressions), may be treated by the Tender Committee as “unauthorized modifications”.

7.6. Language of the Pre-Qualification Submission

- 7.6.1. All Pre-Qualification Submissions, including Pre-Qualification Forms, statements contained therein and responses to requests for clarifications, shall be in English.
- 7.6.2. Supporting documents and printed literature submitted by a Participant in any other language, other than English, should be accompanied by a translation to English, authenticated by a public notary, official translator or other functionary authorized by the laws in the country in which the translation was done, in which case, for purposes of interpretation, the translation to English shall prevail.
- 7.6.3. Notwithstanding the foregoing, official and authenticated certificates of Israeli corporations (and only such official and authenticated certificates) and Financial Statements of Israeli Entities which are originally prepared in Hebrew, may be submitted in Hebrew.

7.7. Signing of the Pre-Qualification Submission

- 7.7.1. Each Pre-Qualification Form (and, if indicated, any attachment thereto) shall be duly signed by the relevant Entity(ies) and/or person(s) (as applicable) as indicated in the applicable Pre-Qualification Form or (if applicable) any attachment thereto.
- 7.7.2. Each page of the Pre-Qualification Submission (including the Pre-Qualification Forms and any additional document submitted as part of the Pre-Qualification Submission) shall be duly signed by the authorized signatory(ies) of the Participant, at the margins of each page.
- 7.7.3. However, if a document or a set of documents consisting part of the Pre-Qualification Submission are set in binders, so that pages cannot be removed or added to the bonded pages, the authorized signatory(ies) of the Participant may sign the first and last pages of each such binder next to a clear indication of the number of pages contained in such binder.

- 7.7.4. Where indicated in the Pre-Qualification Forms (and, if applicable, their attachments), the signature of an Entity or person shall be accompanied by confirmation by an attorney or a public notary.

7.8. Number of Pre-Qualification Submission Copies

- 7.8.1. The Pre-Qualification Submission shall include one (1) hardcopy (the “original copy” of the Pre-Qualification Submission) and four (4) USB storage devices, each containing a scanned copy of the Pre-Qualification Submission (including the Financial Statements) in both MS-Word and PDF formats.
- 7.8.2. In the event of a discrepancy between the “original copy” and the scanned copies of the Pre-Qualification Submission, the “original copy” shall prevail.

7.9. Sealing and Marking of Pre-Qualification Submissions

- 7.9.1. The Pre-Qualification Submission (including all USB storage devices) shall be sealed in an outer envelope or box.
- 7.9.2. The outer envelope or box shall be clearly marked as follows:
- “Pre-Qualification Submission in relation to the Participation in Tenders for the Execution of Infra #2 Works in connection with the Tel Aviv Metropolitan Metro Lines, submitted by [the name of the Single Entity Participant / Members of the JV]”.*
- 7.9.3. No other details shall be indicated on the outer box.

7.10. Pre-Qualification Submission Date

- 7.10.1. Without derogating from the Provisions of Section 2.12 (Addenda) ,Pre-Qualification Submissions should be submitted on the date designated for such submission, as set forth in Section 1.5 (Anticipated Schedule), no later than 14:00 (2p.m.) local time, (the “**Pre-Qualification Submission Date**”).
- 7.10.2. The Pre-Qualification Submissions shall be submitted to the Tender Committee, at the allocated tender box to be placed in NTA – Metropolitan Mass Transit System offices, Building A, at number 26 Harokmim St. Holon, Israel.
- 7.10.3. Pre-Qualification Submissions submitted after the Pre-Qualification Submission Date may be opened by the Tender Committee solely for the purpose of identifying the relevant Participant. Such Pre-Qualification Submissions shall be rejected and promptly returned to the Participant who shall consequently be disqualified from participating in the Tender Process.

7.11. Opening of Pre-Qualification Submissions

All Pre-Qualification Submissions shall be kept in the tender box until the opening thereof. The opening of any Pre-Qualification Submission shall be documented.

8. REVIEW AND EVALUATION OF PRE-QUALIFICATION SUBMISSIONS

All of the following provisions are without derogating from any of the Tender Committee's rights and prerogatives pursuant to this Invitation or Law, and without limiting the scope of its discretion, in evaluating the Pre-Qualification Submissions.

8.1. Review and Evaluation by the Tender Committee

- 8.1.1. The Tender Committee, with the assistance of any of its Advisors and experts, shall review and evaluate the Pre-Qualification Submissions in order to determine whether each of the Participants meets the relevant Pre-Qualification Requirements and all other applicable provisions and requirements of this Invitation.
- 8.1.2. The Pre-Qualification Submissions will not be graded by the Tender Committee. Pre-Qualification Submissions shall either "pass" or "fail" the Pre-Qualification Process.

8.2. General Provisions Relating to the Review and Evaluation

- 8.2.1. The Tender Committee will decide if and to what extent the information provided by a Participant is sufficient.
- 8.2.2. Decisions will be reached by the Tender Committee on the basis of substance rather than form. Thus, the Tender Committee may determine that a Participating Entity has in fact met the applicable requirements (including the Pre-Qualification Requirements), also in the event that:
 - 8.2.2.1. supporting information to this effect is not included in the designated Pre-Qualification Form but in any of the other Pre-Qualification Forms or other documents submitted in the Pre-Qualification Submission; and/or
 - 8.2.2.2. supporting, additional, supplemental or alternative information or documentation (including alternative projects), including following a request of the Tender Committee, is prepared or furnished following the Pre-Qualification Submission Date (provided however that the respective requirements or qualifications in questions were met or existed by the Pre-Qualification Submission Date);
 - 8.2.2.3. the demonstration of the applicable requirement or qualification is made by a different Entity than originally presented as the Experience Provider with respect to the said requirement or qualification (provided however that such Entity is a Member or an Experience Provider of the Participant on the Pre-Qualification Submission Date, and provided further that the respective requirements or qualifications in questions were met or existed by the Pre-Qualification Submission Date);
 - 8.2.2.4. the demonstration of compliance with the requirements of the Pre-Qualification Documents, is based on information available to the Tender Committee (including information provided by any third-party and any publicly available information);

8.2.2.5. the qualifications of one Entity was accredited by the Tender Committee to another Entity, *inter alia*, in the following circumstances:

8.2.2.5.1. following a “Merger”, as such term is defined under the Companies Law 1999 (or, with respect to Entities established outside the State of Israel, a similar amalgamation, which, in accordance with the applicable law under the applicable jurisdiction, has substantially the same outcome), which was completed prior to the Pre-Qualifications Submission Date; and/or

8.2.2.5.2. following an acquisition of 100% of all Means of Control of another Entity prior to the Pre-Qualifications Submission Date; and/or

8.2.2.5.3. following a transfer of some or all assets of an Entity, a business or a division of an Entity (in this Section the “**Former Holding Entity**”), as part of a corporate reorganization, to a newly formed Entity or an existing Entity; provided that (i) the Former Holding Entity no longer holds any of the transferred assets, business or division (as applicable), and (ii) the transfer was completed prior to the Pre-Qualification Submission Date,

in each case, together with a confirmation of the date of the completion of the merger, acquisition, or the transfer of assets, business or division (as the case may be), and a description of the main features of the said merger, acquisition, or the transfer of assets, business or division (as the case may be), issued by the Entity’s external auditor or legal advisor.

The above sub-Sections are detailed as examples of the Tender Committee’s preference of substance over form and are not an exhaustive list.

8.2.3. The Tender Committee may make any decision in connection with the interpretation of the submission requirements, including, *inter alia*, by ascribing to any submission requirement a broad interpretation or an interpretation that is not the most linguistically obvious, provided that such interpretation is consistent with the purpose of the applicable requirement in the overall context of the Pre-Qualification Documents. Accordingly, the Tender Committee may, at its sole discretion, replace one requirement with another if such replacement requirement fulfills the purpose of the original requirement.

8.3. Requests for Clarifications

8.3.1. Without derogating from any of its rights and prerogatives pursuant to this Invitation or Law, the Tender Committee may conduct an independent evaluation of and in connection with any Pre-Qualification Submission. In

its independent evaluation, the Tender Committee may rely on any information available to it, including information provided by any third-party, *inter alia*, with respect to any referenced project.

- 8.3.2. The Tender Committee may request additional information and clarifications from a Participant or any other Entity or person, including through meetings in accordance with the provisions of Section 8.3.3.
- 8.3.3. The Tender Committee may request a Participant to clarify any item included in any Pre-Qualification Submission and to submit any additional information, clarification, document, reference etc. which is necessary in the opinion of the Tender Committee for the evaluation of the Pre-Qualification Submission or any part thereof.

In doing so, the Tender Committee may hold meetings with the Participant and any Participating Entity and address any of the clients mentioned in any of the Pre-Qualification Forms or other documents submitted as part of the Pre-Qualification Submission.

- 8.3.4. Participants will comply with the requests of the Tender Committee and will submit all requested clarifications and additional information according to the instruction of the Tender Committee and within the time period which shall be stipulated by the Tender Committee.
- 8.3.5. The requests for clarifications from Participants will be in writing and delivered them by email. The receipt thereof shall be confirmed by the Participants by return mail, to the address noted in Section 2.11.1 above, within three (3) days of receipt.
- 8.3.6. The responses of Participants to the requests for clarifications issued by the Tender Committee will form an integral part of the Pre-Qualification Submissions. In the event of a discrepancy between the Pre-Qualification Submission and the response of the Participants to the requests for clarifications, the response to the requests for clarifications shall prevail.
- 8.3.7. The Tender Committee may exercise its right under this Section any number of times during the evaluation of the Pre-Qualification Submissions.

8.4. Tender Committee's Prerogatives with respect to Deviation

- 8.4.1. In any event that a Pre-Qualification Submission contains an unauthorized modification or a Deviation, the Tender Committee may act as it deems appropriate, including, without limitation, in any one or more of the following ways:
 - 8.4.1.1. disqualify the Participant and the Pre-Qualification Submission;
 - 8.4.1.2. ignore all or part of the unauthorized modification or the Deviation and, notwithstanding anything stated to the contrary in the Pre-Qualification Submission, evaluate such Pre-Qualification Submission without taking into account such unauthorized modification or Deviation;

- 8.4.1.3. deem all or part of the unauthorized modification or the Deviation as a technical error which does not conflict with the principle of equality;
- 8.4.1.4. request the Participant to amend all or part of the unauthorized modification or the Deviation by resubmitting its Pre-Qualification Submission or any part thereof, by providing a notice of absolution to the Tender Committee, or by any other means deemed necessary in the opinion of the Tender Committee;
- 8.4.1.5. amend the Pre-Qualification Documents, in which case the amendment will apply equally to all of the Participants and they will all be given the opportunity to resubmit their Pre-Qualification Submissions or any part thereof, all in accordance with the written instructions of the Tender Committee.

The Tender Committee shall be entitled, at its sole discretion, to determine whether or not to act in accordance with any of the alternatives specified in Sections 8.4.1.1 to 8.4.1.5 above.

- 8.4.2. The Tender Committee shall have the sole discretion to apply the abovementioned alternatives in whole or in part, or in stages, and to treat differently different unauthorized modifications or Deviations within the same Pre-Qualification Submission or within different Pre-Qualification Submissions. There is no binding preferential order which applies to the alternatives, or which restricts the Tender Committee from exercising its full discretion with respect thereto.
- 8.4.3. The approval of the Tender Committee to correct a certain type of unauthorized modification or Deviation shall not be deemed as approval to correct any other type of unauthorized modification or Deviation.
- 8.4.4. In the event that a Participant refuses to comply with a request of the Tender Committee, without derogating from any of its rights and prerogatives pursuant to this Invitation or Law, the Tender Committee may disqualify the Participant and the Pre-Qualification Submission.
- 8.4.5. Under exceptional circumstances, the Tender Committee may amend or waive any requirement herein, if the Tender Committee is of the opinion that it beneficial for the Project.
- 8.4.6. The provisions of this Section 8.4 (Tender Committee's Prerogatives with respect to Deviation) shall not derogate from any other right granted to the Tender Committee pursuant to the Pre-Qualification Documents or pursuant to any applicable Law.

8.5. Announcement of Eligible Participants

Upon the completion of its evaluation of the Pre-Qualification Submissions, the Tender Committee will announce those Participants which the Tender Committee deemed to have successfully demonstrated compliance with the requirements of the Pre-Qualification Documents, including with all Pre-Qualification Requirements,

and which were not otherwise disqualified thereby (“**Eligible Participant**”), and may publish their identity, as specified in Section 1.3.7 above.

8.6. Rejection of the Pre-Qualification Submissions

The Tender Committee reserves the following rights:

- 8.6.1. to waive or amend any clerical error, arithmetic error or accidental omission in the Pre-Qualification Submission.
- 8.6.2. to reject any or all Pre-Qualification Submissions.
- 8.6.3. to reject a Pre-Qualification Submission or part thereof, if the Tender Committee is of the opinion that, based on the financial and professional information provided in its Pre-Qualification Submission, the Participant is *prima facie* unable to execute the Work Packages. Alternatively, and in certain circumstances which will be documented in its protocols, rather than disqualifying the Pre-Qualification Submission, the Tender Committee may impose condition, limitations or restrictions, or issue any instruction with respect to its participation in the Pre-Qualification Process and/or the Tender Process.
- 8.6.4. The Tender Committee reserves the right to reject Pre-Qualification Submissions which do not comply with the Pre-Qualification Requirements or any other applicable provision of this Invitation, or which is/are partial, reserved, lacking, conditional, or are false or based on false or misleading information.
- 8.6.5. The Tender Committee reserves the right to reject any Pre-Qualification Submission, disqualify any Participating Entity or impose conditions, limitations or restrictions, or issue any instruction with respect to its participation in the Pre-Qualification Process and/or the Tender Process such Participating Entities have previously been engaged by NTA or by another governmental or municipal body (including government companies, municipalities, or municipal corporations), and struggled to or failed to meet the required performance standards and/or where the prior engagement resulted in an unsatisfactory experience. This includes, without limitation, failure to comply with execution deadlines or the existence of negative assessments concerning the quality of their work. By submitting a Pre-Qualification Submission, the Participating Entities shall be deemed to have consented to the Tender Committee contacting such Entities as described above.
- 8.6.6. The Tender Committee may disqualify any Participating Entity or impose conditions, limitations or restrictions, or issue any instruction with respect to its participation in the Pre-Qualification Process and/or the Tender Process in any of the following events:
 - 8.6.6.1. Any changes to a Participating Entity (including any internal reorganization or restructure), or to the organizational structure presented by the Participant, including a Member’s Anticipated Holdings in the Participant, without the prior approval of the Tender Committee;

Notwithstanding the foregoing, changes to a Participating Entity which is a publicly listed stock company shall not be subject to the prior written approval of the Tender Committee, provided that such changes do not result in the creation of a new “principal shareholder” (“בעל עניין”) (as such term is defined in the Securities Law, 1968);

- 8.6.6.2. The commencement of insolvency, bankruptcy, receivership, liquidation or reorganization proceedings against a Participating Entity or against any Entity which a Participating Entity relied upon or presented, or any similar proceeding which may have the same effect, as determined by the Tender Committee, unless such proceedings are discharged within a reasonable period of time, as determined by the Tender Committee;
- 8.6.6.3. The appointment of a temporary or a permanent receiver or liquidator over a Participating Entity;
- 8.6.6.4. A change in circumstances following which a Participating Entity has a “going concern notice” or a notice of similar effect, in its most recent Financial Statements;
- 8.6.6.5. Any engagement of an Advisor other than in accordance with the provisions of Section 2.16 (Advisors to the Tender Committee).
- 8.6.6.6. In the event that a Participating Entity does not or ceases to comply with any of the provisions of Section 3.5 (**Participation – General Requirements**);
- 8.6.6.7. In any of the events specified in Section 3.6.5 above;
- 8.6.6.8. In the event that the Tender Committee finds that any Criminal Information Affidavit does not match the criminal information in the criminal record [המרשם הפלילי] or police record [המרשם המשטירתי] (unless such information was unknown to the relevant party);
- 8.6.6.9. Any material breach of the provisions of the Invitation or failure to comply with an instruction of the Tender Committee, including but not limited to the submission of any false, incomplete or misleading information to the Tender Committee;
- 8.6.6.10. Any material change in, or exceptional circumstances with respect to, a Participating Entity, which, in the Tender Committee’s opinion, may hinder its participation in the Pre-Qualification Process and/or the Tender Process, or its involvement in the Metro Line Project;
- 8.6.6.11. Any other reason for which the Tender Committee deems that a Participant will not be capable of executing the Work Packages (or its applicable role, as applicable), should the Participant be invited to participate in the Tender Process, or any other event

or exceptional circumstances which the Tender Committee may consider (at its sole discretion), as justifying disqualification, or conditioning or limiting the further participation, of a Participating Entity.

- 8.6.7. The Participant shall be required to notify the Tender Committee of the existence of any of the events described in Section 8.6.6 within a period of time reasonable under the circumstances.
- 8.6.8. Without derogating from the foregoing, the Tender Committee may initiate and request the submission of applicable information with respect to any of the above.
- 8.6.9. The Tender Committee may base its decision under this Section 8.6 (Rejection of the Pre-Qualification Submissions) on the information provided by the Participating Entities, as well as on any other information available to it, and may request any Participant to provide it with additional information and act according to its rights pursuant to Section 8.2 (General Provisions Relating to the Review and Evaluation), as the Tender Committee deems necessary.

8.7. Intended Decision

In the event that, pursuant to the provisions of Section 8.6 (Rejection of the Pre-Qualification Submissions), the Tender Committee intends to disqualify a Pre-Qualification Submission, or a Participating Entity it may so disqualify or otherwise imposes conditions or restrictions with respect to its continued participation in the Pre-Qualification Process or the Tender Stage; provided however that in either such case the Tender Committee will allow the relevant Participant to present its case with respect to such intended decision.

8.8. Disclosure of Documents

- 8.8.1. Each Participant shall be entitled to review the relevant protocols of the Tender Committee and any of the other Pre-Qualification Submissions submitted by other Eligible Participants and to receive a copy thereof.
- 8.8.2. Participants shall not be entitled to review Pre-Qualification Submissions submitted by other Eligible Participants before a decision will be issued by the Tender Committee with respect to the Participants' requests with respect to Privileged Information and with respect to those parts of the Pre-Qualification Submissions which are commercially sensitive or confidential under this Invitation or Law. The procedure (including the time schedule), with respect to disclosure of documents and review by the Participants shall be determined by the Tender Committee.
- 8.8.3. The Tender Committee shall evaluate, as it deems necessary, the requests with respect to Privileged Information submitted by each of the Participants. The decision of the Tender Committee with respect thereto will be issued to the Participants.
- 8.8.4. If a Participant did not identify parts of its Pre-Qualification Submission as being Privileged Information, the Tender Committee will not be

required to consider or determine the nature of such and shall be entitled to disclose such parts in their entirety.

- 8.8.5. If a Participant identified parts of its Pre-Qualification Submission as being Privileged Information, such Participant:
- 8.8.5.1. will not be entitled to claim that the other parts of its Pre-Qualification Submission (which have not been identified by it as Privileged Information) are of a commercially sensitive or confidential nature and cannot be reviewed by other Participants; and
 - 8.8.5.2. will not be entitled to review the Privileged Information or information which is of the same type or character as the Privileged Information in the Pre-Qualification Submissions of other Eligible Participants, unless otherwise determined by the Tender Committee.
- 8.8.6. The foregoing shall apply: (i) even if a Participant did not submit any request with respect to Privileged Information; and (ii) even if the request of a Participant with respect to Privileged Information was rejected by the Tender Committee; and (iii) even if the Tender Committee will decide to apply its decision with respect to information it considers to be of a commercially sensitive or confidential nature (in a consistent manner) with respect to all Pre-Qualification Submissions (even if not specifically requested to apply such measures by a particular Participant).
- 8.8.7. Only following the announcement of the Eligible Participants, and after the conclusion of the decision-making processes specified above by the Tender Committee, the Participants shall be entitled to review the relevant protocols of the Tender Committee in connection with the Pre-Qualification Process and the Pre-Qualification Submission submitted by the Eligible Participants, in accordance with Sub-regulations 21(e)-21(f) of the Regulations.
- 8.8.8. The foregoing review by a Participant may be for a fee in the amount determined by the Tender Committee.

8.9. Issuance of the Tender Documents; Update Statement

- 8.9.1. NTA and the Tender Committee reserve the right, at any time or stage, as shall be deemed required by the Tender Committee, to evaluate the compliance of any Pre-Qualification Submission with the requirements herein, including the compliance of any Pre-Qualification Submission reviewed by the Tender Committee (or any part thereof) to request additional information, to request the correction of any Deviation, to modify or nullify any decision of the Tender Committee, all for any reason as the Tender Committee may deem fit.
- 8.9.2. **Update Statement.** Without derogating from the generality of the provisions of Section 9.1 (Reservation of Rights), it is expected that pursuant to the Tender Documents, each Eligible Participant will be required to include a statement detailing any and all changes which will

have occurred since the Pre-Qualification Submission Date (“**Update Statement**”). It is expected that even in the absence of any changes, a statement to that effect will be required. Without derogating from the forgoing, the Tender Committee may request all or any Eligible Participant to submit an Update Statement at any time following the completion of the Pre-Qualification Process.

- 8.9.3. **Updated Financial Statements.** It is expected that pursuant to the Tender Documents, each Eligible Participant shall be required to submit its (and if applicable, its Members’ and Guarantors’) most recent available audited Financial Statements.
- 8.9.4. The Tender Committee reserves the right to review and evaluate the information provided in the Update Statement and the updated Financial Statement, and, without derogating from its rights and prerogatives pursuant to this Invitation, the Tender Documents or Law, shall be entitled to: (i) approve any changes that have occurred; (ii) disqualify any Eligible Participant in the event that such Eligible Participant no longer meets the requirements of this Invitation; or (iii) impose any condition or instruction with respect to the continued participation of any Eligible Participant in the Tender Process, including in the event that concerns regarding the capability of the Eligible Participant to execute the Package (or any part thereof) arise following the review of the Updated Statements or updated Financial Statement, at such time as shall be suitable by the Tender Committee.

9. DISCRETION AND PREROGATIVES OF NTA AND THE TENDER COMMITTEE

9.1. Reservation of Rights

- 9.1.1. All Participating Entities acknowledge that the description of the Programme, as specified in this Invitation (including in **Annex “B”** (General Description of the Programme) hereof), is general and indicative only. All Participating Entities further acknowledge that at the date of issuance of this Invitation, the Programme has not been completely formulated and the Tender Documents have not been completed and/or approved. The issuance of this Invitation is not intended to give rise to or create any representation, undertaking or warranty on behalf of the State of Israel, NTA or Tender Committee or anyone on their behalf with respect to the Programme and/or the Tender Process.
- 9.1.2. Participation in this Pre-Qualification Process shall not confer upon a Participating Entity or on an Eligible Participant any right with respect to Programme, the scope or content thereof, or any future proceedings which will be conducted with respect thereto, including in the Tender Process.
- 9.1.3. The Tender Committee reserves all rights and prerogatives to determine the exact scope, content and terms and conditions of any of the Tender Process and of the Programme.
- 9.1.4. The issuance of this Invitation is not intended to guarantee the initiation, execution or the implementation of the Programme or any part thereof.

- 9.1.5. Without derogating from the generality of the forgoing, the State of Israel, NTA and the Tender Committee reserve the right (at any time, and any number of times, and as shall be deemed appropriate):
- 9.1.5.1. not to proceed with this Pre-Qualification Process, or with any future Tender;
 - 9.1.5.2. to terminate or cancel this Pre-Qualification Process or any other proceedings which are conducted with respect thereto, or with respect to the Programme or any part thereof;
 - 9.1.5.3. to manage the Pre-Qualification Process and the Tender Process as they shall deem appropriate under the circumstances (including to promote the competition) including, *inter alia*, by:
 - (i) approving or disapprove any changes to a Participating Entity or changes in the composition of the Participants (including Eligible Participants); (ii) changing any expected requirement; (iii) changing any participation restriction (including, *inter alia*, adding or waiving certain restrictions or requirements); (iv) publishing a new invitation to pre-qualify or other proceedings (including, *inter alia*, publishing a tender without requiring the presentation of compliance with the Pre-Qualification Requirements, or requiring the presentation of compliance with other (different) prequalification or threshold requirements) with respect to the Packages, the Programme or any part thereof; (v) inviting any Entity (including any Participants or Eligible Participant) to take part in such future process, or participate in Programme or any part thereof, in any other way; (vi) exercising any of the rights and prerogatives specifically reserved herein or reserved to any of them under Law, all as shall be deemed appropriate by the State of Israel, NTA or the Tender Committee; and
 - 9.1.5.4. at any stage (including during the Tender Process), to add, require or determine additional Pre-Qualification Requirements (including requesting the addition of an Entity with experience in (an) additional discipline(s)), determine minimum requirements, determine new professional requirements and/or financial requirements or any other requirements which will be deemed necessary under the circumstances.
- 9.1.6. Without derogating from any other provision herein, due to the complexity of the Project and the preliminary stage of certain aspects thereof, the State of Israel, NTA and the Tender Committee reserve the right to act upon any of the foregoing prerogatives, whether at the Pre-Qualification Process or at the Tender Process, and neither the State of Israel NTA nor the Tender Committee or anyone on their behalf shall be responsible in any respect to any loss or damage whatsoever suffered by any person or Entity as a consequence of exercising such prerogatives.
- 9.1.7. It is expressly understood that any reliance by any person or Entity, and the making of any deductions, interpretations or conclusions with respect

to the Programme and/or the expected requirements which are expressed hereby or inferred from any information provided hereby by NTA and the Tender Committee, or by virtue of participation in this Pre-Qualification Process, is at that person's or Entity's sole risk and responsibility. The State of Israel, NTA and the Tender Committee and anyone on their behalf, shall not be responsible in any respect to any loss or damage whatsoever suffered by any person or Entity, their employees, officers, agents, or any other persons for whom any person or Entity may be contractually or legally responsible or accountable, by reason of any assumption, inference, conclusion or reliance on the information contained in this Invitation, in connection therewith, or any action or forbearance in reliance thereon.

- 9.1.8. For the avoidance of doubt NTA and the Tender Committee shall not be obligated to exercise any of the prerogatives pursuant to this Section 9.1 (Reservation of Rights).

(***)

ANNEX A (DEFINITIONS)

“Addendum” or “Addenda”	Shall have the meaning ascribed thereto in Section 2.12 (Addenda) of this Invitation.
“Affiliate”	Shall mean with respect to Entity ₁ : any Entity or individual which Controls Entity ₁ , any Entity which is Controlled by Entity ₁ ; or any Entity which is Controlled by the same Entity or individual which Controls Entity ₁ .
“Agreement(s)”	Shall mean the agreement(s) for the execution of the Infra #2 Works.
“Anticipated Holdings”	Shall mean the intended share of holdings of Means of Control in the Participant, by each Member thereof.
“Anticipated O&M Holdings”	Shall mean the intended share of holdings of Means of Control in the O&M Contractor, by each O&M Shareholder.
“Authorized Representative”	Shall have the meaning ascribed thereto in Section 2.10 (Authorized Representative) of this Invitation.
“Criminal Information Affidavit”	Shall have the meaning ascribed thereto in Section 3.6.2 of this Invitation.
“Criminal Information Law”	Shall have the meaning ascribed thereto in Section 3.6.1 of this Invitation.
“Declared Entity”	Shall mean an entity: (i) declared pursuant to Section 3 and/or Section 9 of the Law for the Struggle with Iran’s Nuclear Program from 2012; and/or (ii) declared pursuant to Section 3 and/or 4 of Law for the Prevention of Distribution and Financing of Weapons of Mass Destruction from 2018; (iii) listed by the Israeli Sanctions Administration (“מטה הסנקציות”) according to any applicable Law.
“Deviation”	Shall mean any deviation, amendment, omission, addition, condition, reservation or qualification of the contents of this Invitation, including of the Pre-Qualification Requirements, made by the Participant in its Pre-Qualification Submission.

“Effective”	Shall mean the effective percentage of all Means of Control held by Entity₁ in Entity₂, calculated by multiplying the percentages of Means of Control held by Entity₁ in each of the Entities in the chain of holdings between Entity₁ and Entity₂. E.g. if Entity₁ holds fifty percent (50%) of all Means of Control of Entity_(x) which, in turn, holds fifty percent (50%) of all Means of Control of Entity₂, then Entity₁ Effectively holds twenty-five percent (25%) of all Means of Control of Entity₂.
“Eligible Participant”	Shall have the meaning ascribed thereto in Section 8.5 (Announcement of Eligible Participants) of this Invitation.
“Entity”	Shall mean any incorporated and registered corporation, company or partnership, recognized by law within its domicile, excluding individuals.
“Experience Metro Operator”	Shall have the meaning ascribed thereto in Section 4.7.1 of this Invitation.
“Experience Provider”	Shall have the meaning ascribed thereto in Section 3.3 (Experience Provider) of this Invitation
“Experience Public Transportation Operator”	Shall have the meaning ascribed thereto in Section 4.7.2 of this Invitation.
“Financial Pre-Qualification Requirement(s)”	Shall mean the requirements of Sections 5.2 (Turnover), 5.3 (Equity) and 5.4 (Operating Cash Flow). For the avoidance of doubt, the form of submission referenced in each of the foregoing Sections shall not be deemed as a Financial Pre-Qualification Requirement.
“Financial Statement(s)”	Shall mean, for each Entity: (i) its annual audited consolidated financial statement which includes a report signed by the external auditor of the Entity, confirming its compliance with one of the accounting standards specified pursuant to Section 6.4.1; - or, in the absence thereof, (ii) its annual audited solo financial statement which includes a report signed by the external auditor of the Entity, confirming its compliance with one of the accounting standards specified pursuant to Section 6.4.1.

“Guarantor”	Shall have the meaning ascribed thereto in Section 3.4 (Guarantor) of this Invitation.
“Infra #2 Works”	Shall have the meaning ascribed thereto in <u>Annex “B”</u> (General Description of the Programme) of this Invitation.
“Interested Parties”	Shall mean with respect to Entity ₁ : (a) any Entity or individual directly holding at least 15% of any of the Means of Control of Entity ₁ (in this definition: “Entity ₂ ”); (b) any Entity or individual Effectively holding at least 70% of any of the Means of Control of Entity ₂ ; (c) the CEO of Entity ₁ ; or (d) any of the directors of Entity ₁ .
“Invitation”	Shall mean this Invitation for Pre-Qualification, including all Annexes thereof.
“JV Combined Weighted Average Turnover”	Shall have the meaning ascribed thereto Section 5.2.3.1 (Calculation of JV Combined Weighted Average Turnover) of this Invitation.
“Law(s)”	Shall mean the various national (state) laws and legislation, statutes, ordinance, codes, and regulations (including the Regulations), as enacted by the State of Israel, and any by-laws, codes, regulations enacted by the relevant authorities or municipalities, and case law and precedents of relevant competent judicial authorities; all as modified, amended, replaced or created from time to time.
“Member”	Shall have the meaning ascribed thereto in Section 3.2 (Members of the Participant) of this Invitation.
“NTA” or “Owner”	Shall have the meaning ascribed thereto in Section 1.1 (Introduction and General Description of the Programme) of this Invitation.
“O&M Contractor”	Shall have the meaning ascribed thereto in Section 3 of <u>Annex “H”</u> to this Invitation.
“O&M Shareholder”	Shall mean each Entity committed to hold Anticipated O&M Holdings and which complies with the requirements specified in Section 3.5 (Participation – General Requirements).
“Offence”	Shall have the meaning ascribed thereto in Section 3.6.5 of this Invitation.
“Package” or “Infra #2 Package”	Shall have the meaning ascribed thereto in Section 1.3.2 of this Invitation.

“Parent Company”	Shall have the meaning ascribed thereto in Section 4.8 (Provisions with respect to Projects Executed by an Associated Party) of this Invitation.
“Participant”	Shall have the meaning ascribed thereto in Section 3.1 (The Participant) of this Invitation.
“Participating Entity”	Shall mean the Participant (including any prospective Participant), and each Member, Experience Provider, Guarantor and each O&M Shareholder, as well as each Subsidiary, , Sister Company, Parent Company or SPV which were presented or relied on by any Experience Provider as part of the Pre-Qualification Submission.
“Pre-Qualification Documents”	Shall mean the Invitation, its Annexes, the Pre-Qualification Forms and any other document issued by the Tender Committee during the Pre-Qualification Process.
“Pre-Qualification Forms”	Shall mean the forms attached hereto as forms 1 through 12, which are required to be completed, executed and submitted as part of the Pre-Qualification Submission.
“Pre-Qualification Process”	Shall mean the process commencing upon the issuance of this Invitation and ending upon the announcement of Eligible Participants.
“Pre-Qualification Requirement(s)”	Shall mean the Professional Pre-Qualification Requirements and the Financial Pre-Qualification Requirements.
“Pre-Qualification Submission Date”	Shall have the meaning ascribed thereto in Section 7.10 (Pre-Qualification Submission Date) of this Invitation.
“Pre-Qualification Submission(s)”	Shall mean a complete written pre-qualification submission, complying with the terms and conditions contained in this Invitation and including all the information and completed Pre-Qualification Forms.

“Professional Pre-Qualification Requirement(s)”	Shall mean each of the requirements of Sections 4.2 (Experience in the Design and Installation of Railway Systems), 4.3 (Rolling Stock Experience), 4.4 (Project Execution, Management and Organization Experience), 4.5 (Maintenance Experience), 4.6 (Metro Operation Experience) and 4.7 (Public Transportation Operation Experience) of this Invitation. For the avoidance of doubt, the form of submission referenced in each of the foregoing Sections shall not be deemed as a Professional Pre-Qualification Requirement.
“Programme” or “Network”	Shall have the meaning ascribed thereto in Section 1.1 (Introduction and General Description of the Programme) of this Invitation.
“Project Management Experience Provider”	Shall have the meaning ascribed thereto in Section 3.3.3 of this Invitation.
“Regulations”	Shall mean the Mandatory Tender Regulations 1993, as amended from time to time.
“Related Entity”	Shall have the meaning ascribed to such term (“גורם קשור”, including derivatives thereof), pursuant to: (i) the Law for the Struggle with Iran’s Nuclear Program from 2012; and/or (ii) the Law for the Prevention of Distribution and Financing of Weapons of Mass Destruction from 2018.
“Relevant Entity”	Shall have the meaning ascribed thereto in Section 3.6.2 of this Invitation.
“Request(s) for Clarification(s)”	Shall have the meaning ascribed thereto in Section 2.11.1 of this Invitation.
“Sister Company”	Shall have the meaning ascribed thereto in Section 4.8 (Provisions with respect to Projects Executed by an Associated Party) of this Invitation.
“SPC”	Shall have the meaning ascribed thereto in Section 2 of <u>Annex “H”</u>
“SPV”	Shall have the meaning ascribed thereto in Section 4.8 (Provisions with respect to Projects Executed by an Associated Party) of this Invitation.
“Subsidiary”	Shall have the meaning ascribed thereto in Section 4.8 (Provisions with respect to Projects Executed by an Associated Party) of this Invitation.

“Successful Bidder(s)”	Shall mean an Eligible Participant awarded with an Agreement following the completion of the Tender Process.
“Tender Committee”	Shall mean the committee appointed by NTA in order to manage the Pre-Qualification Process and the Tender Process.
“Update Statement”	Shall have the meaning ascribed thereto Section 8.9.2 of this Invitation.
“Website”	Shall have the meaning ascribed thereto in Section 2.6.1 of this Invitation.
“Weighted Average Operating Cash Flow”	Shall have the meaning ascribed thereto in Section 5.4.2 of this Invitation.
“Weighted Average Turnover”	Shall have the meaning ascribed thereto in Section 5.2.1 (Calculation of Weighted Average Turnover) of this Invitation.

(***)

ANNEX B (GENERAL DESCRIPTION OF THE PROGRAMME)

Pre-Qualification 494/2026

INVITATION TO PRE-QUALIFY

**WITH RESPECT TO PARTICIPATION IN A TENDER
FOR THE EXECUTION OF INFRA #2 WORKS OF THE
TEL AVIV METROPOLITAN METRO LINES**

August 2026

Annex B

(General Description of the Programme) to the Invitation

Contents

1.	Introduction and Disclaimers.....	3
2.	Overview of the Metro Network Programme and its Three (3) Metro Lines.....	4
3.	Special Regulatory Framework for the Metro Network Programme	18
4.	Statutory Background	20
5.	Line Managers (LMs)	22
6.	Contractors.....	22
7.	Metro Network Programme Organisation and Structure.....	23
8.	NTA's Vision.....	24
9.	Goals for the Metro Network Programme	25
10.	Execution Phases	28
11.	High-level Design and Functionality Principles.....	32
12.	Operational Approach.....	33
13.	Procurement Strategy.....	38
14.	General Notes on Certain Other Risk-related and Commercial Issues.....	41

1. Introduction and Disclaimers

- 1.1. This “General Description of the Programme” provides a high-level overview of the Metro Network Programme, which is to be developed and implemented as part of the Tel Aviv Metropolitan Mass Transit System. This high-level overview is provided as general background information only. Accordingly, without derogating from the provisions of the pre-qualification documents or the general prerogatives of NTA thereunder (including section 9.2 (Reservation of Rights) thereof) or under law, this high-level overview is neither intended nor should it be construed as providing an exhaustive or binding description of the Metro Network Programme, or the development, implementation, design, construction, operation and/or maintenance thereof, nor is it intended to be a binding description of the contractual and/or legal requirements or provisions governing it.
- 1.2. This “General Description of the Programme” is not intended to and shall not confer upon any entity any right with respect to the Metro Network Programme, the scope or content thereof, or any future proceedings which may be conducted with respect thereto, including in future tenders.
- 1.3. NTA reserves all rights and prerogatives to determine the exact scope, content, features, performance criteria and service level of the Metro Network Programme, including the procurement strategy and terms and conditions of any of the future tenders and/or of the Metro Network Programme as a whole. The binding terms will be those of the individual future tenders.
- 1.4. Furthermore, this “General Description of the Programme” is not a representation, undertaking, commitment or guarantee, nor is it intended to be construed as a representation, undertaking, commitment or guarantee, on behalf of NTA or the State of Israel for or with respect to the initiation, execution or implementation of the Metro Network Programme or any part thereof, whether by any means or method whatsoever.
- 1.5. Moreover, but without derogating from any of the foregoing and also without derogating from any of the provisions of the Invitation for Pre-Qualification, it should be noted that: (i) the Metro Network Programme and each of its three (3) Metro Lines, including the organizational, management, regulatory, statutory, legal and contractual structure thereof and risk allocation with respect thereto, are dynamic and subject to ongoing development (including in respect of their scope and timelines); and (ii) neither the fact that the Metro Network Programme and each of its three (3) Metro Lines are dynamic nor the occurrence of any such ongoing development (including in respect of their scope and timelines) shall constitute or amount to, or be considered or deemed to be, grounds for any claim, demand, remedy or recourse against NTA or the State of Israel, including (inter alia) in the event that such may ultimately differ or deviate from any of the contents of this “General Description of the Programme”.

- 1.6. Without derogating from the generality of the foregoing, this “General Description of the Programme” does not constitute, nor should it be relied upon as, a substitute for a comprehensive analysis and evaluation of matters affecting the participation of the various entities in the Metro Network Programme (including all applicable laws, in each case as may be amended, supplemented or replaced from time to time in accordance with the applicable laws of the State of Israel), or a substitute for a comprehensive analysis of all applicable tender documents, including (inter alia) all applicable pre-qualification documents, all applicable contractual documents, all other relevant or applicable information, etc. (in each case as may be amended, supplemented or replaced from time to time).

2. Overview of the Metro Network Programme and its Three (3) Metro Lines

- 2.1. NTA – Metropolitan Mass Transit System Ltd. (“NTA”) is a government company tasked with promoting the development of the Tel Aviv Metropolitan Mass Transit System, which includes (inter alia) the “**Metro Network Programme**” (also referred to as the “**Programme**” or the “**Network**”), comprising three (3) mostly underground metro lines of approximately one hundred and fifty (150) kilometres in length, one hundred and nine (109) stations, hundreds of units of rolling stock and seven (7) Transportation Hubs. This will extend the Gush Dan transportation network to the more remote suburbs - Kfar Saba and Ra’anana in the north, Petah Tikva in the east and Rehovot, Nes Ziona, Ramla and Lod in the south, and will significantly shorten travel times to employment centres. The Programme is anticipated to cross twenty-four (24) municipalities and local authorities¹. The Programme will be a high-capacity, wide-body metro. The grade of automation is expected to be GoA4 (unattended train operation).
- 2.2. According to the Metro Network Programme’s procurement strategy, it will be undertaken by way of three (3) main design and execution work package types – Advanced Works, Infra #1 Works and Infra #2 Works.
- 2.3. The present pre-qualification process relates to the Infra #2 Works packages, which will include the design, construction, testing and commissioning, operation and maintenance of track works, including tunnel trackwork (including the last part of the slab on which the track is attached) and depot track works, rolling stock, and comprehensive railway systems such as CBTC signaling GoA4, MV power systems, emergency power systems (diesel generators), 1500VDC traction power, platform screen doors, and automatic fare collection, and a maintenance management system.

¹ Metro Line M1: Kfar Saba, Hod Hasharon, Ra’anana, Herzliya, Ramat HaSharon, Tel Aviv-Yafo, Holon, Rishon LeZion, Beer Yaakov, Ness Ziona, Ramla, Lod, Rehovot.

Metro Line M2: Holon, Tel Aviv-Yafo, Givatayim, Ramat Gan, Bnei Brak, Givat Shmuel, Petah Tikva.

Metro Line M3: Or Yehuda, Ramat Gan, Kiryat Ono, Holon, Bat Yam, Petah Tikva, Tel Aviv, Ramat Hasharon, Herzliya.

- 2.4. These packages encompass all systems and subsystems fully deployed and integrated across tunnels, stations, operational elements, emergency escape shafts, and depots, enabling PTO, commercial operation, and continuous safe operation and maintenance.
- 2.5. The rail systems include, but are not limited to, SCADA, radio, security (including CCTV, ACIDS, etc.), and communication systems (including public announcement system, public information displays, emergency telephony, central recording system, advertisement system, etc.), as well as non-rail systems like MEP, HVAC, TVS (tunnel ventilation systems), fire life safety, firefighting systems, plumbing and drainage systems, low voltage systems (including UPS emergency feeding), lighting systems, and fire detection systems.
- 2.6. The scope further involves the fit-out (partition walls, ceiling, floors, cable and systems routing, wayfinding, doors, gates etc.) and architectural works for stations, depots, operational elements, tunnel fit-out (walkways, handrails, cable ducts and cable trays, signage, etc.), and emergency escape shafts in the mainline.
- 2.7. For depots, the scope includes the full execution of all depot buildings (structural, all infrastructures and utilities (like drainage, sewage, communication and power) to perform the full integrated operational performance of depot and architectural works) including OCC and BOCC main rooms, secondary rooms, and technical rooms fit-out and architectural works, landscaping, depot yard and internal route construction, including routes, bridges (if any), underpasses (if any), drainage, green elements, etc., and the execution of base plates to allow building above specific depots buildings and OCC/BOCC technical rooms. The depot scope also covers depot special equipment and machinery plants to maintain trains (heavy and light maintenance) and mainline / station systems (e.g., wheel lathe, lifting jacks, washing plant, yellow vehicles, etc.).
- 2.8. Additionally, the works include maintenance of infrastructure handed over from early works and infra #1 contractors, any required connections to future land value capture sites, and all necessary actions to obtain a permit to operate (PTO) from the Israel authorities and put the system into service.
- 2.9. Following the commissioning phase, the scope covers the operation and maintenance of the system for a period of twenty (20) years, with an option to extend operation as will be specified in the tender documents.
- 2.10. Further details of the split between the Advanced Works, the Infra #1 Works and the Infra #2 Works, and of the Execution Stages, are set out hereunder and in sections 10 (Phasing and Stages) and 13 (Procurement Strategy) below.

- 2.11. The following two images (Figure 1 and Figure 2) illustrate the project split into Stages and the split of works into different work package types on a high level (please note that these illustrations are not in proportion to the actual size/scope). For more detailed description refer to Clause 13.

Stage Execution	Track Length stations Depots	M1	M2	M3	Total network
		28 km 20 Rishonim	26 km 22 Sgula	24 km 17 Mesubim	78 km 59 Stations 3 Depots
1					
Stage Execution	Track Length stations Depots	M1	M2	M3	Total network
		58 km 42 Ra'anana	- - -	11 km + 5 km to airport 7 km + 1 km to airport -	74 km 50 Stations 1 Depot
2					

Remaining parts of M1 and M3

Figure 1. Illustration of the split of the Metro Network Programme into stages and Stage 1 into main work package types.

For a high-level overview map on Stage 1 and Stage 2 split refer to Figure 10 in Clause 10.6.

BENEFICIARY Level		MoT	
NETWORK Level	CrossRail, RINA Consulting, AMEC, IFB, MTRS, BLK, NAMA, TYLin, Atkins, etc. Other Consultants	NTA	Owner / Employer
			METAV Network Manager (Egis Rail & Gadish) DB Design Checker (Deutsche Bahn)
LINE Level	Line M1 Metpro MM S.P.A (Italy) Dana Engineering Ltd. / Yaniv Zohar Engineering	Line M2 Dan Rail WSP UK Ltd. (UK) Decker building & engineering Ltd. David Ackerstein Ltd.	Line M3 MLEAD ARTELIA (France) Mahod Engineering Ltd. Davelman Perzlina Projects and building management Ltd
CONTRACT PACKAGE Level (Advanced Works and other pre-Infra)	Advance Works Packages	Advance Works Packages	Advance Works Packages
CONTRACT PACKAGE Level (Infra #1)	Infra #1 Works Packages	Infra #1 Works Packages	Infra #1 Works Packages
CONTRACT PACKAGE Level (Infra #2)	Single Infra #2 Package (DBOM)	Single Infra #2 Package (DBOM)	

** Note: checking of the contractor's deliverables will be done by both the Line Manager and the Design Checker. NTA may undertake additional checks or may assign such to be undertaken by others.*

Figure 2. Illustration of High Level Project Structure and Split of Work Package Types per Metro Lines.

- 2.12. The Metro Network Programme will be developed and delivered concurrently in a series of “life cycle phases”. Figure 3 (below) provides a layout of the Metro Network Programme.

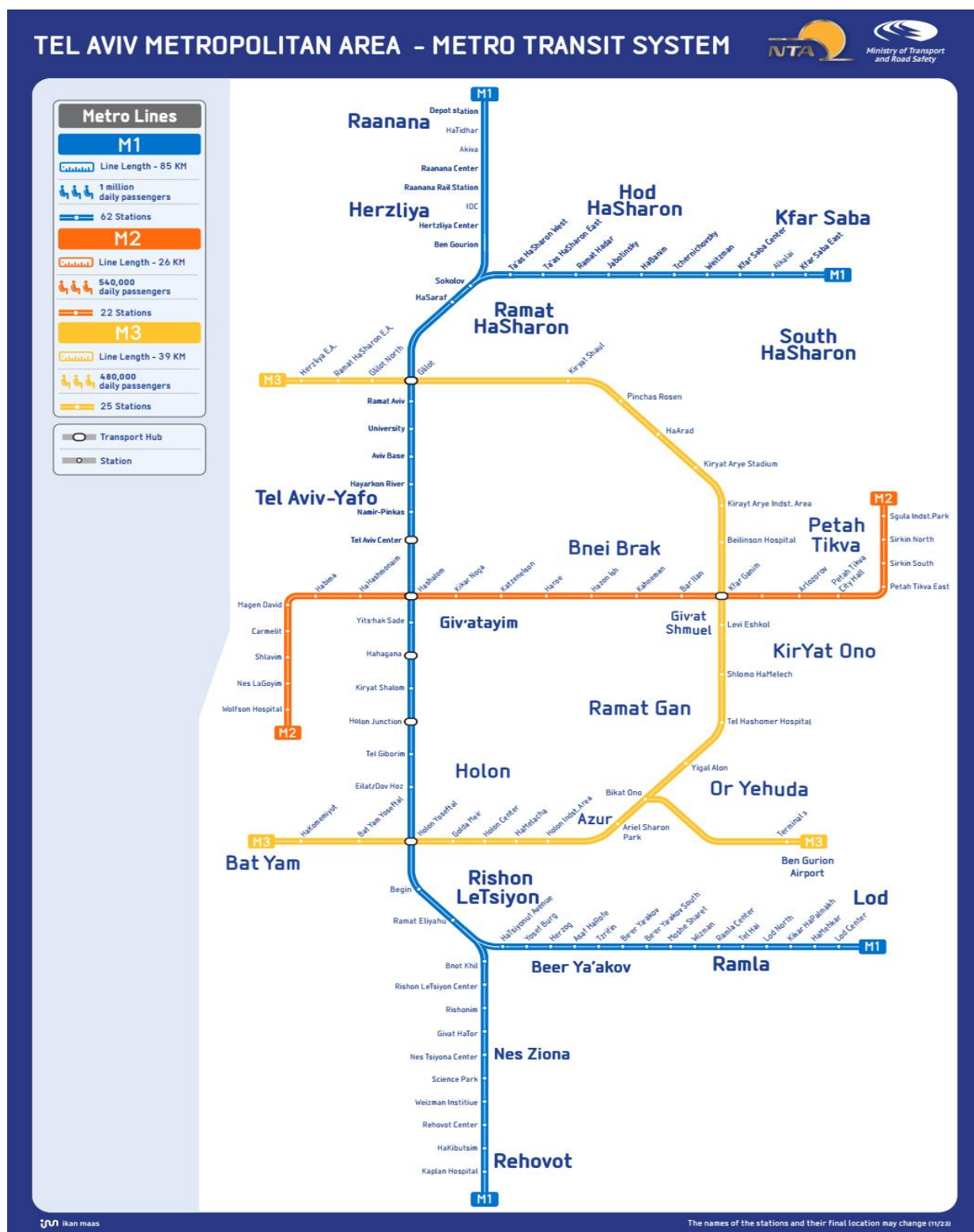


Figure 3: General layout of the Metro Network Programme

- 2.13. As elaborated further below, the Metro Network Programme is divided into three (3) metro lines titles M1, M2 and M3 (each, a “**Line**”, “**Metro Line**” or “**Metro Line Project**”), as specified below. It is expected that the Infra #2 Works will be carried out under two separate Infra #2 work packages, one with respect to Line M1, and one with respect to Lines M2 and M3, as further described, *inter alia*, in section 6 (Contractors) below.

- 2.14. **Line M1 (“Blue”)** – an approximately eighty-five (85) kilometer ‘north-south’ line with forked branches at both ends passing through Kfar-Saba, Ra’anana, Herzliya, Hod-Hasharon, Ramat-Hasharon, Tel-Aviv, Holon, Rishon-LeZion, Lod, Ramla, Beer-Yaakov, Nes-Ziona and Rehovot, with sixty-two (62) cut-and-cover (“C&C”) stations, two (2) separate tunnels, two (2) depots and interconnections with Lines M2 and M3.
- 2.15. Figure 4 below provides a general layout of Line M1.

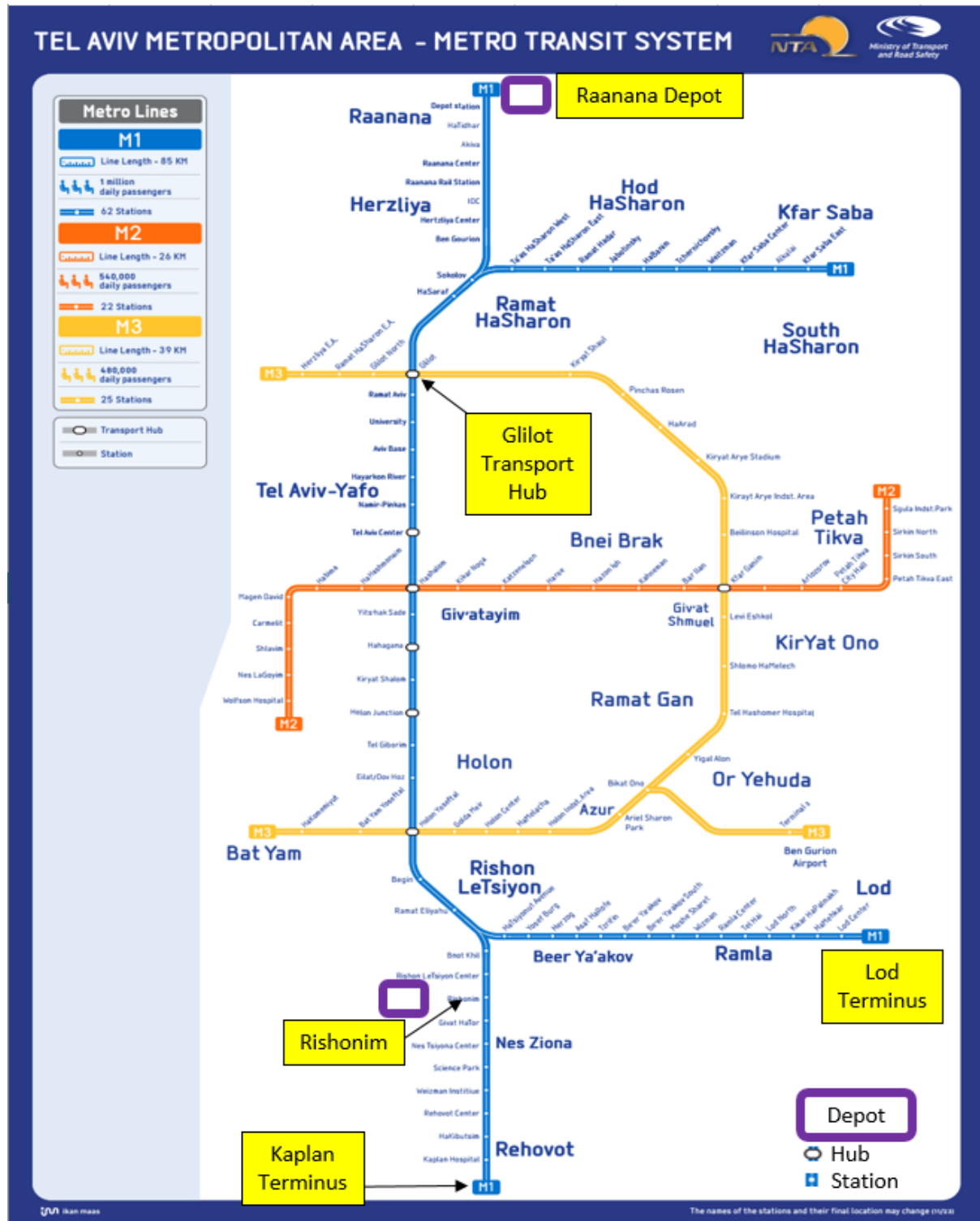


Figure 4: General layout of Metro Line M1

2.16. General Description of Line M1:

- 2.16.1. Line M1 is a primary north–south metro corridor that traverses the Tel Aviv metropolitan area from its northernmost suburbs to its southern urban and regional centres. It originates north of the Gush Dan region and is composed of two (2) distinct northern branches, each serving different municipal catchments before converging at a central junction station. Stretching approximately eighty-five (85) km, with a total of sixty-two (62) stations and two (2) maintenance depots, it forms the central artery of the Tel Aviv Metro, designed to transform public transportation across the Tel Aviv metropolitan area.
- 2.16.2. All stations along Line M1 are planned as underground structures, conforming to the overall design intent of minimising surface-level disruption and ensuring full integration within dense urban environments. This line connects the northern cities of Kfar Saba and Ra'anana through Herzliya, Ramat HaSharon, Hod Hasharon and northern Tel Aviv, passing through the city and continuing south to Rehovot and Lod.
- 2.16.3. The sole exception on this underground line is one at-grade station, located near the Ra'anana Depot towards the north. This station is uniquely positioned to interface with the depot's stabling and maintenance functions and is the only surface-level passenger station on the entire Line M1 corridor. The route is designed to maximise urban integration and minimise surface disruption by being entirely underground. It interchanges with major Israel Railways ("ISR") stations (Tel Aviv Savidor Central, Hashalom, Haagana, Holon Junction, Yoseftal, Harishonim), Tel Aviv University, and other metro/light rail lines (M2, M3, Red Line, Purple Line, Green Line).

2.17. Key Municipalities of Line M1:

- 2.17.1. Northern Section: Kfar Saba, Ra'anana, Herzliya, Ramat HaSharon, Hod Hasharon.
- 2.17.2. Central Section: Tel Aviv-Yafo.
- 2.17.3. Southern Section: Holon, Rishon LeZion, Beer Yaakov, Ness Ziona, Ramla, Lod, Rehovot.



Figure 5: Gush Dan Metro Project M1 – Stages of activation

2.18. Execution Stage 1 of Line M1:

- 2.18.1. Execution Stage 1, with an approximate length of twenty-eight (28) km, comprises the central segment of the line, extending from HaRishonim Station in the south to the Glilot Pocket Track in the north, and includes twenty (20) underground stations and 10 Operational elements: one (1) depot, three (3) HV substations and six (6) emergency escape shafts.
- 2.18.2. To accommodate construction and systems integration timelines, Stage 1 will be implemented in three (3) sub-stages: Sub-Stage 1-1: From Harishonim to Holon Junction; Sub-Stage 1-2: From Harishonim to Namir Pinkas; Sub-Stage 1-3: From Harishonim to Glillot.

- 2.18.3. Central systems deployed in Stage 1 will be required to have a scalable architecture capable of commanding the entire Line.
- 2.18.4. The scope of work of the Contractor selected to implement Stage 1 of the Line shall include the detailed design of the Infra #2 Works for Stage 1 only but the preliminary/overall design of Infra #2 systems for the entire Line (Stage 1 as well as Stage 2) (including an integration plan and migration plan for Stage 1 and Stage 2).
- 2.19. Execution Stage 2 of Line M1:
 - 2.19.1. Execution Stage 2, with an approximate length of fifty-seven (57) km, delivers the remainder of Line M1 across four (4) major branches – south, southeast, north, and northeast – adding forty-two (42) stations and completing the full Line integration.
- 2.20. **Line M2 (“Orange”)** – an approximately twenty-three point four (23.4) km, excluding Kfar Ganim between WP3 and WP4) kilometer ‘east-west’ line passing through Petah-Tikva, Ramat-Gan, Bnei-Brak, Givataim, Tel-Aviv and Holon, with twenty-two (22) C&C and mined stations, two (2) separate tunnels, one (1) depot and interconnections with Lines M1 and M3.
- 2.21. Figure 5 below provides a general layout of **Line M2**.

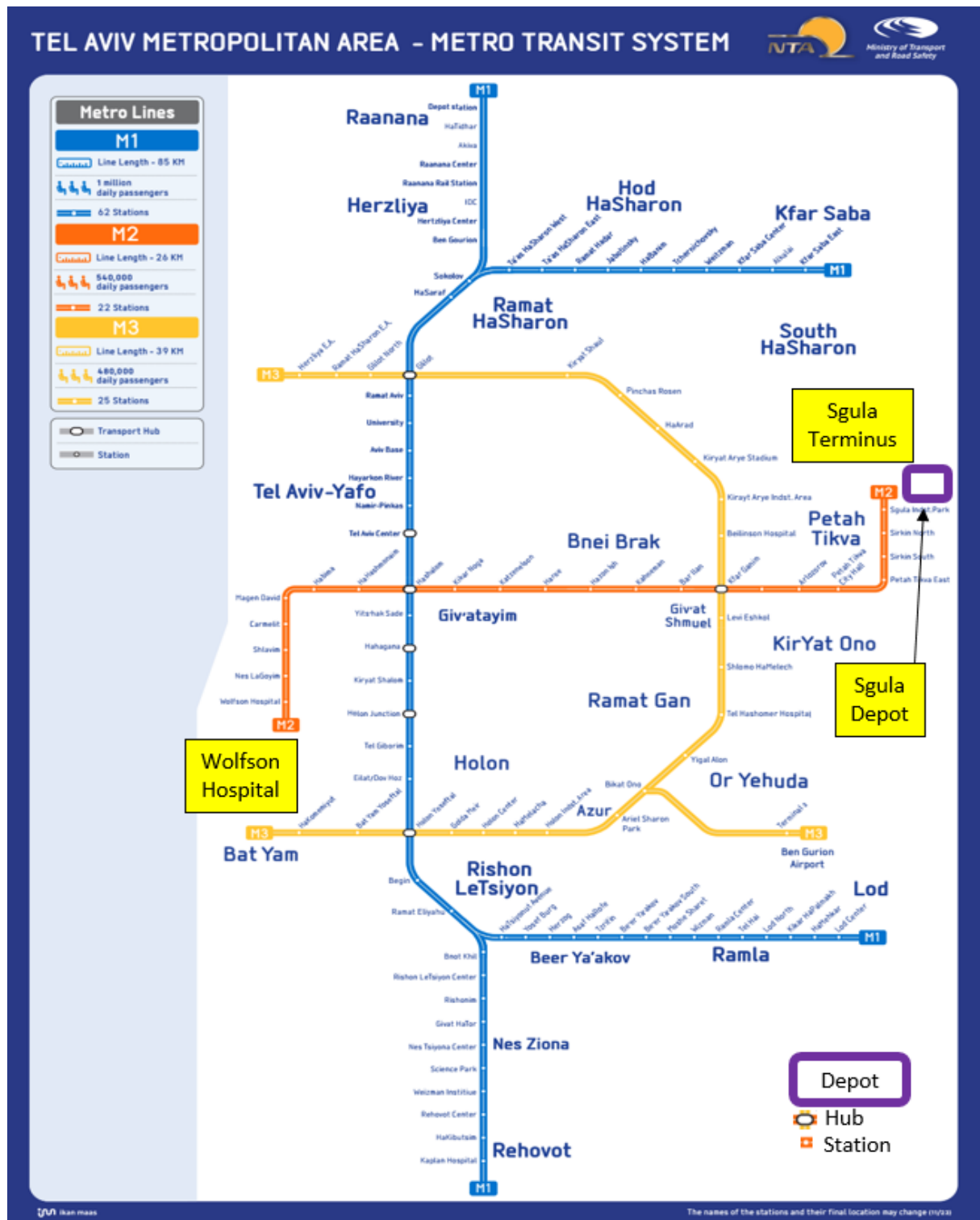


Figure 5: General layout of Metro Line M2

2.22. General Description of Line M2:

2.22.1. Line M2 follows an east-west corridor through the heart of Tel Aviv's central and southern neighbourhoods. The line length of approximately twenty-three point four (23.4) km starts at the east side at Sgula Depot near the terminal station, Sgula Industrial Park (the only at-grade station) and ends on the west side at the terminal station, Wolfson Hospital. It includes twenty-two (22) stations and is connected to the following rail networks:

- The Metro Network at Hashalom Station (connection with Line M1; the station for Line M2 is included under the Package of Line M1) and Kfar Ganim Station (connection with M3; the station for Line M2 is included under a the Package of Line M3).
- The ISR Network at Hashalom Station and Wolfson Hospital terminal station.
- The LRT Red Line at Hashmonaim Station.
- The LRT Purple Line (currently under construction) at Magen David Square Station, and Bar Ilan University Station.

2.22.2. One of the key differences between Line M2 and the other Lines is that Line M2 includes a significant scope for mined stations. Refer to Table 4 in clause 10.5 below for more information on the mined elements.

2.23. Execution Stage 1 of Line M2:

2.23.1. Infra #2 Works for the entire Line M2 are expected to be executed in Stage 1.

2.24. Key Municipalities of Line M2:

2.24.1. WP1: Holon, Tel Aviv-Yafo.

2.24.2. WP2: Tel Aviv-Yafo.

2.24.3. WP3: Givatayim, Ramat Gan, Bnei Brak, Givat Shmuel.

2.24.4. WP4 and WP5: Petah Tikva.

2.25. **Line M3 (“Yellow”)** – an approximately thirty-nine (39) kilometer ‘semi-circular’ line passing through Herzeliya, Tel-Aviv, Petah-Tikva, Kiryat-Ono, Or Yehuda, Holon and Bat-Yam, with twenty-five (25) C&C stations, two (2) separate tunnels (probably with a connection to Ben Gurion Airport) and interconnections with Lines M1 and M2.

2.26. Figure 6 below provides a general layout of **Line M3**.

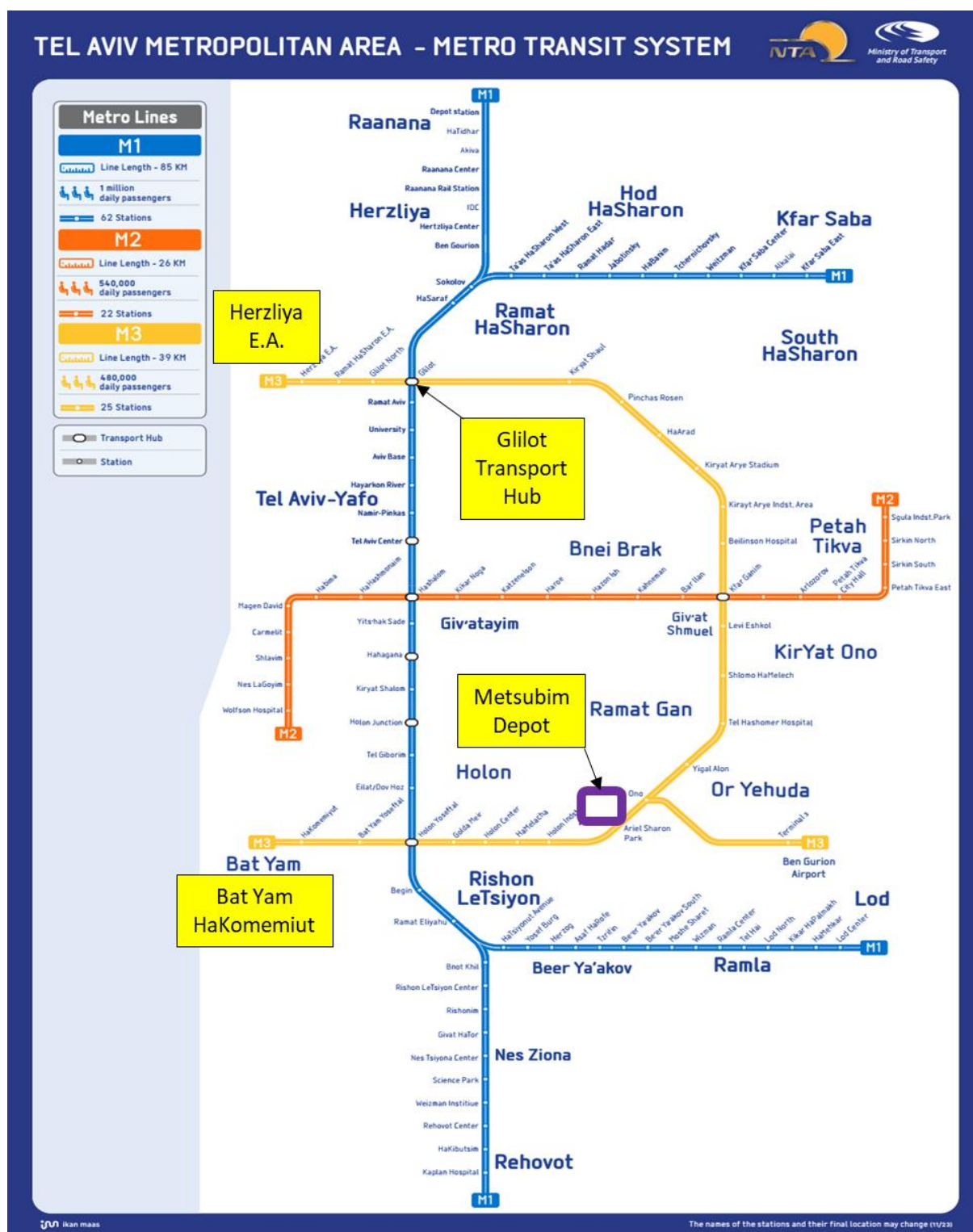


Figure 6: General layout of Metro Line M3

2.27. General Description of Line M3:

- 2.27.1. Line M3 is a semi-circular line that connects the northern, eastern, and southern edges of the Gush Dan metropolitan area. Starting near the coastline in Herzliya in the north, the line curves eastward and southward, passing through several different municipalities, including major cities such as Herzliya, Ramat Hasharon, Tel Aviv, Givat Shmuel, Kiryat Ono, Ramat Gan, Or Yehuda, Azor, Holon, Bat Yam. It completes its semi-circular route near the sea in Bat Yam, just south of Tel Aviv. Line M3 will include connecting tunnels with the Depots of Lines M1 and M2 lines. Two (2) of the stations – Holon Yoseftal and Glilot – will serve as interchange stations with Line M1, while Kfar Ganim will station will connect Line M3 with Line M2.
- 2.27.2. Line M3's terminal stations are Hakomemiyut Station in the south and Herzliya Employment Area Station in the north. An extension of the line aims to connect Bikat Ono Station directly to Ben Gurion International Airport, improving access to the national transportation hub. The Mesubim Depot, which will support the line's operation and maintenance, is planned to be located in Messubim, between Ariel Sharon Park Station and Bikat Ono Station on the western side.
- 2.27.3. The line interfaces with the existing LRT Red Line in Yosheftal, Belinson Hospital and Kiriyat Arie Stations. It interfaces with the LRT Green Line (currently under construction), in Golda Meir and HaMelaha Stations, and with the LRT Purple Line (also currently under construction) in Kfar Ghanim and Yigal Alon Stations. Finally, it interfaces with ISR in Yosheftal Holon and Glilot Stations.
- 2.27.4. Line M3 is also expected to serve major points of interest within the urban fabric of Gush Dan metropolitan area, among them Ashuta, Belinson and Tel Hashomer hospitals in the Ramat Hahayal, Kiryat Ariyeh and Ramat Gan areas respectively.

2.28. Execution Stage 1 of Line M3:

- 2.28.1. Execution Stage 1 of Line M3 stretches from Bat Yam terminus to the southern end of the line, until Yarkon Pocket Track. It is a line of approximately twenty-three point nine (23.9) km and seventeen (17) stations.
- 2.28.2. The scope of work of the Contractor selected to implement Stage 1 of the Line shall include the detailed design of the Infra #2 Works for Stage 1 only but the preliminary/overall design of Infra #2 systems for the entire Line (Stage 1 as well as Stage 2) (including an integration plan and migration plan for Stage 1 and Stage 2).

2.29. Execution Stage 2 of Line M3:

2.29.1. Execution Stage 2, with an approximate length of fifteen point one (15.1) km, adding eight (8) more stations,² delivers the remainder of Line M3, from Herzliya terminus to Yarkon Pocket Track.

2.30. Key Municipalities of Line M3:

2.30.1. WP1: Or Yehuda, Ramat Gan, Kiryat Ono.

2.30.2. WP2: Holon, Bat Yam.

2.30.3. WP3: Kiryat Ono, Petah Tikva.

3. **Special Regulatory Framework for the Metro Network Programme**

- 3.1. Without derogating from the full breadth of the Israeli legislation governing the various aspects of doing business in Israel (including (inter alia) with respect to certification, licensing, design, construction and implementation of projects in general), recognizing the national importance of the Metro Network Programme, the legislature has established a specific regulatory framework intended to accelerate the development and implementation of the Metro Network Programme. This framework seeks to optimize regulatory interactions and procedures and expedite the approval processes through the Underground Railway (Metro) Law, 2021 (the “**Metro Law**”), which has been supplemented by the National Infrastructure Law, 2023 (the “**National Infrastructure Law**”).
- 3.2. Among other things, this legislation governs the interactions between, on the one hand, the project development and implementation entities and, on the other hand, the various public authorities, State-owned entities, utility owners and other similar bodies with which the Metro Network Programme will need to be coordinated and from which certain permits and consents will need to be obtained.
- 3.3. **National Infrastructure Law.** The National Infrastructure Law was enacted to accelerate the development of major infrastructure projects across Israel. Its main purpose is to eliminate bureaucratic hurdles and streamline planning and construction processes, enabling more efficient project execution. The National Infrastructure Law establishes three (3) priority levels for infrastructure projects: (i) “Infrastructure Projects”, (ii) “Essential Infrastructure Projects” and (iii) “Preferred Essential Infrastructure Projects”. The Metro Network Programme has been designated as a “Preferred Essential Infrastructure Project”, thereby granting it priority over “Infrastructure Projects” and “Essential Infrastructure Projects”.

2 One additional branch from Kiryat Ohno to Ben Gurion Airport and one additional station at Ben Gurion Airport is optional and may or may not be added.

- 3.4. The National Infrastructure Law grants special rights to the “Executing Entity” (“*Guf Mevazea*”), which is the entity tasked with the development and implementation of a national infrastructure project pursuant to (as the case may be) the applicable law, concession, license, permit, government decision or agreement with a “Public Entity” (“*Guf Ziburi*”)³. It also regulates certain relationships between the “Executing Entities” and the relevant “Authorized Entities” (“*Gorem Musmach*”) – “Public Entities” and “Utility Bodies” (any entity operating or holding a “Utility Line”⁴).
- 3.5. A cornerstone of the National Infrastructure Law is its “priority system”, which requires “Authorized Entities” to expedite the processing of requests or enquiries submitted by “Executing Entities”. Requests and enquiries related to “Preferred Essential Infrastructure Projects” (such as the Metro Network Programme) are required to receive “top priority”. The legislation also implements accelerated procedures across multiple sectors, including infrastructure development, antiquities preservation, coordination with the Israel Land Authority, business licensing, etc., by imposing certain mandatory deadlines for responding to applications submitted by “Executing Entities”. The following are two (2) illustrative examples of this:

Regulatory Field	Expedited Process/Benefit	Article in National Infrastructure Law
Antiquities preservation	Designated mechanism for expedited completion of specified works by the Antiques Authority; Exemption from certain requirements under the Antiquities Law.	28, 47
Business licensing	Designated committee for the adjudication of appeals submitted by an “Executing Entity” against rulings issued by municipal and national authorities relating to business licenses required for “Essential Infrastructure Projects”.	33

3 A “Public Entity” (“*Guf Ziburi*”) is any of the following: (i) the Government of Israel and its Ministries, including their departments and auxiliary units; (ii) a local authority; (iii) a corporation established by law; and (iv) a corporation owned or controlled by the Government of Israel or by a local authority, including a government subsidiary company or a municipal company as defined by the relevant legislation.

4 An overhead or underground line or a line laid on the ground, used for the conduction, distribution, supply or transfer of electricity, telecommunications messages as defined in the Communications Law, water, sewage, crude oil, petroleum products, natural gas or hazardous materials, as well as the accompanying facilities directly required for the operation of such a line.

- 3.6. **The Metro Law.** The Metro Law functions as a specialized legal instrument intended to fast-track the development and implementation of the Metro Network Programme by removing certain potential obstacles. Among other things, it defines the legal relationship between the relevant “Executing Entity” (NTA – Metropolitan Mass Transit System Ltd. for the Metro Network Programme) and the relevant public authorities, State-owned entities, utility owners and other similar bodies. The Metro Law also provides for several mechanisms intended to promote and facilitate smoother project implementation, such as expedited response and approval processes, exemptions from certain municipal bylaws, definitive timeframes for authorities to execute certain procedures, more flexible regulatory frameworks for the management of matters related to water, sewage, noise, business licensing, tree removal, etc.

4. Statutory Background

4.1. General:

The three (3) Metro Lines (M1, M2, M3) were advanced in the “Committee for National Infrastructures” (“וועדה לתשתיות לאומיות”), which is a “National Planning and Building Committee”. Accordingly, they were advanced as “National Infrastructure Plans”. These are detailed statutory plans under which building permits may be issued. Some of the documents comprising the statutory plans are binding, some are guiding, and some serve as background. Construction permitting for building the Metro Network Programme is handled by the “National Licensing Authority” (“רשות הרישוי הארצית”).

4.2. Main Statutory Plans:

The route of the Network is based on five (5) main statutory plans, as elaborated upon below.

4.3. Line M1:

Three (3) statutory plans according to its southern, central, and northern sections – NIP/101/A (approved by the Government on 02/06/2022), NIP/101/B (approved by the Government on 12/09/2022), and NIP/101/C (approved by the Government on 06/05/2025).

4.4. Line M2:

NIP/102 (approved by the Government on 30/04/2024).

4.5. Line M3:

NIP/103 (approved by the Government on 02/06/2022).

4.6. Additional Statutory Plans:

In addition to the foregoing, NTA is promoting additional statutory plans intended to improve, supplement and support the development of the Programme, as elaborated upon below.

4.6.1. The “Integrated Transportation Center Project” (the “**ITC Project**”).

This enables the establishment of seven (7) “Transportation Hubs” along the Metro Lines. The Integrated Transportation Centers will serve as meeting points between several high-capacity means of transport (metro, heavy rail, light rail, busses), where a large number of passengers and a high number of transfers between these means of transport are anticipated. The Transportation Hubs will be located in significant urban and metropolitan locations and will serve an important transportation and urban role. The overarching goals of the ITC Project are to create optimal connectivity between the various means of transport, improve the level of service for public transport users, and achieve intensive, mixed-use, transit-oriented development.

This project is being advanced in the national planning institutions through seven (7) independent statutory plans:

- NOP 65/1 – Yoseftal ITC – currently at the stage of discussion in the Committee for National Infrastructures, pending a discussion for submission in the National Council.
- NOP 65/2 – Tel Aviv Central ITC – currently at the stage of formulating the statutory plan documents.
- NOP 65/3 – Ben Zvi ITC – currently at the stage of formulating the statutory plan documents.
- NOP 65/4 – Kfar Ganim ITC – currently at the stage of developing a selected alternative.
- NIP/213 – Glilot ITC – currently awaiting discussion 77-78.
- NIP/214 – HaShalom ITC – currently awaiting discussion 77-78.
- NIP/215 – HaHagana ITC – currently awaiting discussion 77-78.

4.6.2. NOP 70/A

A statutory plan for the construction above the Rishonim depot complex of Line M1 – currently at the stage following the hearing of objections and the completion of the investigator’s interim decision.

4.6.3. NIP 103/B

A statutory plan for establishing connections between Lines M1 and M3 in the Gilot area, and between Lines M2 and M3 in the Kfar Ganim area, and a HV substation in the Kiryat Arie area to ensure operational and maintenance flexibility of the system, as well as to allow for phased construction – released for public comments and objections on 21/07/2025.

4.6.4. NIP 101/D

A statutory plan for Ta'as HaSharon Section – the section between the western border of Ta'as HaSharon and the eastern border of Ta'as HaSharon, which remained only as a schematic outline in NIP/101/C. This statutory plan is intended to create detailed provisions for this section – submitted for government approval on 12/05/2025.

4.6.5. NIP 101/E

A statutory plan for connecting the northern branches of Line M1 and extending Line M1 to the eastern railway in Kfar Saba, in accordance with the Government's directive on this matter – a target date for a “congress” has been set for 12/2025.

5. Line Managers (LMs)

- 5.1. NTA has appointed a Line Manager for each of the Metro Lines, who will serve as the project manager under the respective contracts (as will be more fully described in the conditions of contract to be published as part of the applicable Tender Documents).
- 5.2. The Line Managers appointed by NTA are as follows:
 - 5.2.1. **M1:** MetPro DMY, a joint venture consisting of MM S.P.A (Italy), Dana Engineering Ltd. / Yaniv Zohar Engineering;
 - 5.2.2. **M2:** Dan Rail Ltd., a joint venture consisting of WSP UK Ltd (UK), Decker Building and Engineering Ltd., David Ackerstein Ltd.; and
 - 5.2.3. **M3:** MLead Ltd., a joint venture consisting of Artelia (France), Mahod Engineering Ltd., Davelman Perzlina Projects and Building Management Ltd.

6. Contractors

- 6.1. The Metro Network is divided to two (2) Infra #2 Work Packages, one (1) with respect to Line M1, and one (1) with respect to Lines M2 and M3, with some unified network systems and super systems.

- 6.2. Each one of the two (2) Infra #2 Work Packages will be further divided into two (2) execution stages (Stage 1 and Stage 2), as described above.
- 6.3. The scope of work of each Stage 1 Infra #2 contractor is expected to include a period of twenty (20) years of operation and maintenance (and an option for an extension of such period by additional five (5) years).
- 6.4. The Infra #1 contractors, early works contractors, HV substation contractors and depot early works contractors will hand over the structures, elements and works executed thereby to the Infra #2 contractors, to keep, maintain and use for the execution of the Infra #2 Works.

7. Metro Network Programme Organisation and Structure

- 7.1. Table 1 below provides a high-level overview of the main organisations responsible for the development and execution of the Metro Network Programme, for general information only.

Organisation	Mandate
Metro Authority	The Government entity that initiates and oversees NTA's delivery of the Metro Network Programme; approves and allocates the budget for the Metro Network Programme; oversees Programme strategy and regulatory compliance; and facilitates collaboration between the Government stakeholders.
NTA	The Government company tasked with the planning, developing and executing (including operating and maintaining) of the Metro Network Programme.
Network Manager	An entity employed by NTA which acts in a specialist Programme management, network management (across all Metro Lines) and technical advisory capacity to NTA and forms part of NTA's support and consultancy team.
Line Manager	Entities employed by NTA, responsible for the development of the Metro Line-level strategies, design, goals and plans, and for implementing and administering the planning, development and execution of the Metro Lines.
NTA's Other Consultants	NTA has employed other specialist, consultants and service providers, forming part of its support and consultancy team, for specific services/tasks across the Metro Network Programme.
Infra #1 Contractors	Contractors which will be employed by NTA, responsible for the design, construction, testing, commissioning, completion and handover of the applicable civil and structural works ("Infra #1 Works") in accordance with their respective contracts to be entered into with NTA.

Organisation	Mandate
Infra #2 Contractors	The Contractors which will be employed by NTA following the Tender Process subject of this document, which will be responsible for the design, construction, testing, commissioning, completion, handover, operation, maintenance and life cycle management of the works described in this document (“ Infra #2 Works ”).

Table 1: High-level overview of main organisations

- 7.2. Figure 7 below provides a high-level overview of the hierarchical relationship of those main organisations, for general information only:

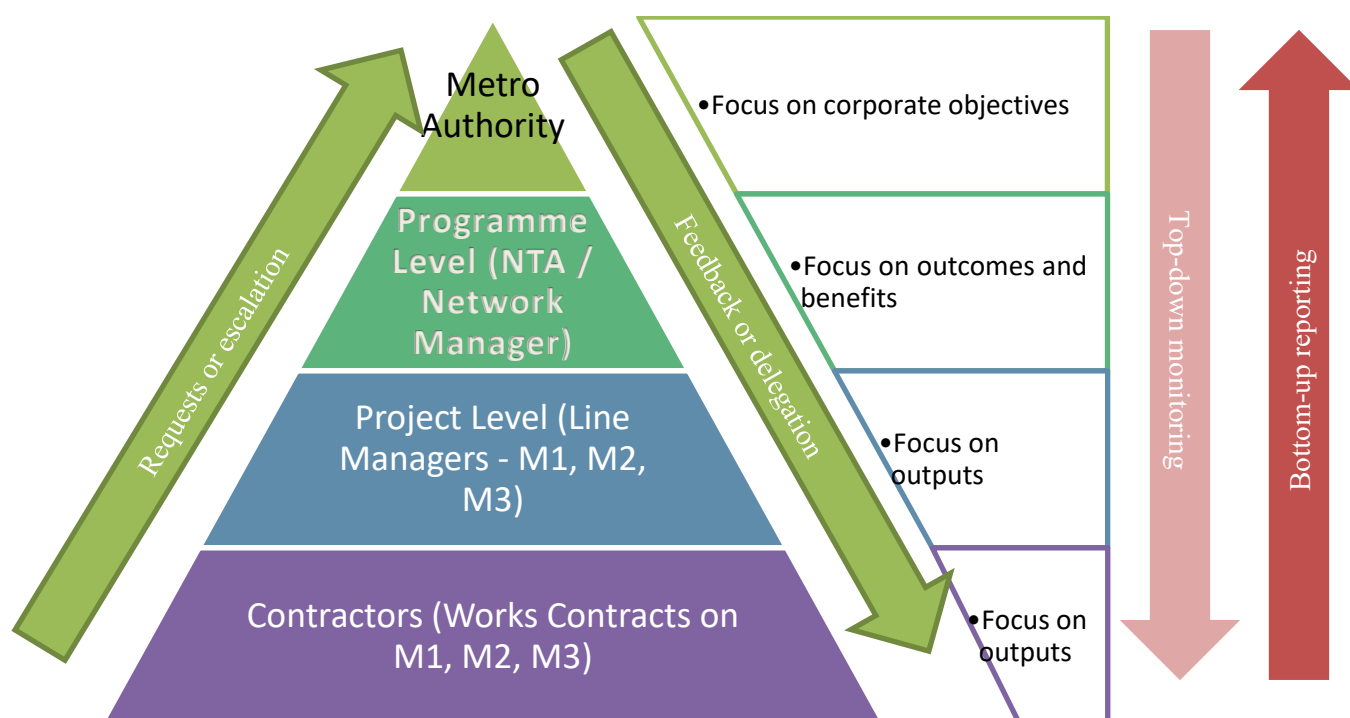


Figure 7: High-level overview of hierarchical relationship

8. NTA's Vision

- 8.1. NTA is leading a transportation revolution for the public in the centre of Israel, based on a network of advanced metro railways, which will be integrated with other means of transport (light rail transit (LRT), buses, etc.).
- 8.2. NTA's vision is as follows:

“To establish and operate a mass transit system in the Tel Aviv (Gush Dan) metropolitan area that would become the public's preferred choice of transportation, serve as an engine of economic growth and urban renewal, and strengthen the social fabric.”

9. Goals for the Metro Network Programme

9.1. The overall goal for the Metro Network Programme is to establish a mass transit system as an integrated component of the public transport strategy that links commuter towns to the centre of the Tel Aviv (Gush Dan) metropolitan area and its major business centres, quickly and conveniently, and connecting residential neighbourhoods with workplaces via light rail, heavy rail and other public transport.

9.2. More specifically, the NTA's goals for the Metro Network Programme are as follows:

9.2.1. Passenger and community service

9.2.1.1. Create an efficient and user-friendly service for all sections of the metropolitan community with connectivity and integration between the various means of transport and delivered in a way that minimises the impacts and nuisance to residents and businesses during construction.

9.2.1.2. Implement a technologically advanced, eco-friendly, and commercially viable network to meet the increasing travel demands of the growing population in the coming decades – 2050 and beyond.

9.2.1.3. Develop and deliver an integrated and seamless passenger mobility within the planned and existing rail network i.e., metro railway, light rail transit (LRT), heavy rail (ISR), and other modes of transport such as buses, taxis and non-motorised transport.

9.2.2. Economic growth

9.2.2.1. Accelerate the growth of the economy and increase productivity, support the implementation of housing plans and urban renewal processes, improve the level of transportation accessibility, raise the standard of living and reduce congestion and its damaging effects in the Tel Aviv (Gush Dan) metropolitan area.

9.2.2.2. Provide leverage for economic growth by enabling faster and easier access to employment opportunities, stimulating business growth and development opportunities along the route, providing employment during delivery and increasing the rate of use of public transportation in the Tel Aviv (Gush Dan) metropolitan area.

9.2.3. Urban development

9.2.3.1. Improve the quality of life and the environment by enabling eco-friendly urban development and improved public space, through reduced air pollution and noise.

9.2.3.2. Make use of “Transit Oriented Development” (TOD) to bring about the spatial transformation of the urban area and to build sustainable communities.

9.2.4. Maintaining NTA’s Organisation Values

9.2.4.1. One of the key goals of NTA is to maintain the organisational values in the development, delivery and operation of the Metro Network Programme by striving for excellence, continuous improvement and encouraging innovation, maintaining proper administration and clear rules of ethics and promoting professional development and empowerment of its employees while caring for their well-being and safety.

9.2.4.2. These goals lead to the core requirements presented in Table 2 below, which are provided for general information only.

Function	General Description
Operation	The transportation system shall provide a safe, reliable, available, sustainable and maintainable network with efficient and seamless connections respective of the following: • Availability of the train service of at least 98% for the whole network (Operation execution of 98% of the planned commercial km to be run any given day). • Seamless connections with other public means of transportation (transfer on transportation lines in less than 4 minutes for a typical adult passenger). • System operational capability (with the applicable Metro Lines in full configuration): Line M1: ninety (90) seconds minimum operational headway in the central section and one hundred and eighty (180) seconds in the branches during peak periods in normal operation. Line M2: ninety (90) seconds minimum operational headway. Line M3: one hundred and twenty (120) seconds minimum operational headway.

Function	General Description
	- Minimum commercial speed, calculated considering twenty (20) seconds stopping time in each station and thirty (30) seconds in hubs): 40 km/h. - Maximum Operational Speed: 80 km/h. - Track Design Speed: 90 km/h. - System technical capability: seventy-five (75) seconds technical headway in mainline as the system capacity to recover delays.
	Trains fully unmanned in operation (GoA4) with staff in safety-critical roles at stations.
	- Estimated passenger capacities (based on 2050 demand approximation): - Line M1 – around 26,900 Passengers Per Hour Per Direction (PPHPD); - Line M2 – around 21,000 PPHPD; - Line M3 – around 11,000 PPHPD. - Design is expected to be based on the 2050 transportation model.
	It is currently anticipated that the Network will usually operate a normal commercial service from Sunday to Friday from 05:30 to 01:00 the next day (time when trains leave/reach their stabling positions) but will be able to operate up to 7 days a week, and 24 hours per day for emergency and special events. No preventive maintenance is planned on Shabbat or other Holydays.
Architecture and Design	- The design shall include all types of users and operating staff at the core of the design. - The design shall have an elegant, understated appearance that will provide a safe, comfortable, convenient, and fully accessible experience for all users.
	Infrastructure and station layout, facilities and amenities design concepts shall include universal accessibility and for the needs of people (including people of age, reduced mobility, etc.) regarding functionality, space management, information, wayfinding, lighting systems, connections to other modes, people-friendly train/platform interface.
	The Network will highlight area identities and regional diversity with designs that help the user to see and feel the changing location across the Metro Lines.

Function	General Description
	The design shall take account of social value, environmental sustainability, efficiency and cost-efficiency requirements.
Access	- The design of the stations shall enable passengers to access the platforms quickly: - Most stations will be two-level stations. - Enable seamless access to the trains. - Have the shortest possible connecting time from one Metro Line platform to another and the connecting time will be less than 3 minutes for a typical adult passenger. - Accommodate station-specific and Metro Line-specific recognisable and unique branding and signage.
	The transportation system will provide efficient and seamless connections with other forms of public transport with connection times of less than 4 minutes for a typical adult passenger.
	There will need to be easy and clear access and appropriate wayfinding for all passengers and staff, including elderly people or people with impaired mobility.
Sustainability and Social Value	- Social value, environmental value, efficiency, and cost-effectiveness will be embedded in all design decisions. - The Network shall achieve high-level standards of sustainability and social value. The BREEAM Infrastructure methodology is to be used with a requirement to meet the “Excellent” rating.

Table 2: High-level overview of NTA's core requirements

10. Execution Phases,

10.1. Programme Phasing

- 10.1.1. In general terms, the Metro Lines will be developed and delivered concurrently in a series of life cycle ‘phases’ as shown in Figure 9 below.

Execution Phase 1		Execution Phase 2
Development	Delivery	Operations
- Commence and complete the project reference designs and performance specifications for the three (3) Metro Lines. - Procure and appoint the design-build works contractors. - Obtain certain approvals and permits. - Procure and commence the Advanced Works and other enabling activities. - Appoint the Infra #1 works contractors and the Infra #2 works contractors.	- Commence and complete the project detailed designs and execute the civil and railway infrastructure. - Integration of all works for staged completion for trial running and operation of the Metro Network Programme. - Manufacture and delivery of railway equipment, building facilities, fit-out of stations, testing and commissioning and handover for operations. - Close out works contracts.	- Staged opening of commercial services for the three (3) Metro Lines. - Commence the execution of the Execution Stage 2 works. - Integration with other modes of transport. - Operation and maintenance of the Metro Network Programme in revenue service. - Revenue generation through commercial activities and LVC.

Figure 9: Overview of life cycle phases

10.1.2. In general terms, the Metro Network Programme will be executed in two “stages”, as briefly described below.

10.1.3. Execution Stage 1:

10.1.3.1. Execution Stage 1 (also called Stage 1) of the Metro Network Programme, with a total length of approximately seventy-five point three (75.3) kilometers, is currently anticipated to be fully operational in 2037.

10.1.3.2. Execution Stage 1 comprises:

10.1.3.2.1. Line M1 between Rishon Le Zion HaRishonim, including the depot and Glilot diagonal (approximately twenty-eight (28) kilometers).

10.1.3.2.2. The full Line M2, including the depot at Segula (approximately twenty-three point four (23.4) kilometers).

10.1.3.2.3. Line M3 between Hakomemiyut and Kiryat Arie, including the depot at Mesubim interchange (approximately twenty-three point nine (23.9) kilometers).

10.1.4. Execution Stage 2:

10.1.4.1. Execution Stage 2 (also called Stage 2), with a total length of approximately seventy-two point one (72.1) kilometers, will be opened to the public incrementally and will be fully operational approximately six (6) years after the completion of Stage 1.

10.1.4.2. Execution Stage 2 comprises:

10.1.4.2.1. Line M1 (South) – branch Lod and the branch to Rehovot.

10.1.4.2.2. Line M1 (North) – branch to Kfar Saba and branch to Ra'anana, including Ra'anana depot.

10.1.4.2.3. Line M3 (North) – branch from Herzliya terminus to Yarkon Pocket Track.

10.1.4.2.4. Line M3 from – branch from Kiryat Ohno to Ben-Gurion airport is optional and may be included in Stage 2.

10.2. Table 3 below provides a high-level summary of the indicative parameters for Execution Stages 1 and 2 and Figure 10 below shows the general layout of Execution Stages 1 and 2, for general information only. Additionally, Table 4 below, provides an indicative summary of the elements (per Package) for the Execution Stage 1, for general information only.

Stage	Network	M1	M2	M3
Stage 1	75.3 km	28 km	23.4 km	23.9 km
	59 stations	20 stations	22 stations	17 stations
Stage 2	72.1 km	57 km	0	15.1 km
	50 stations	42 stations	0	7+1 stations

Table 3: High-level summary of indicative parameters for Execution Stages 1 and 2

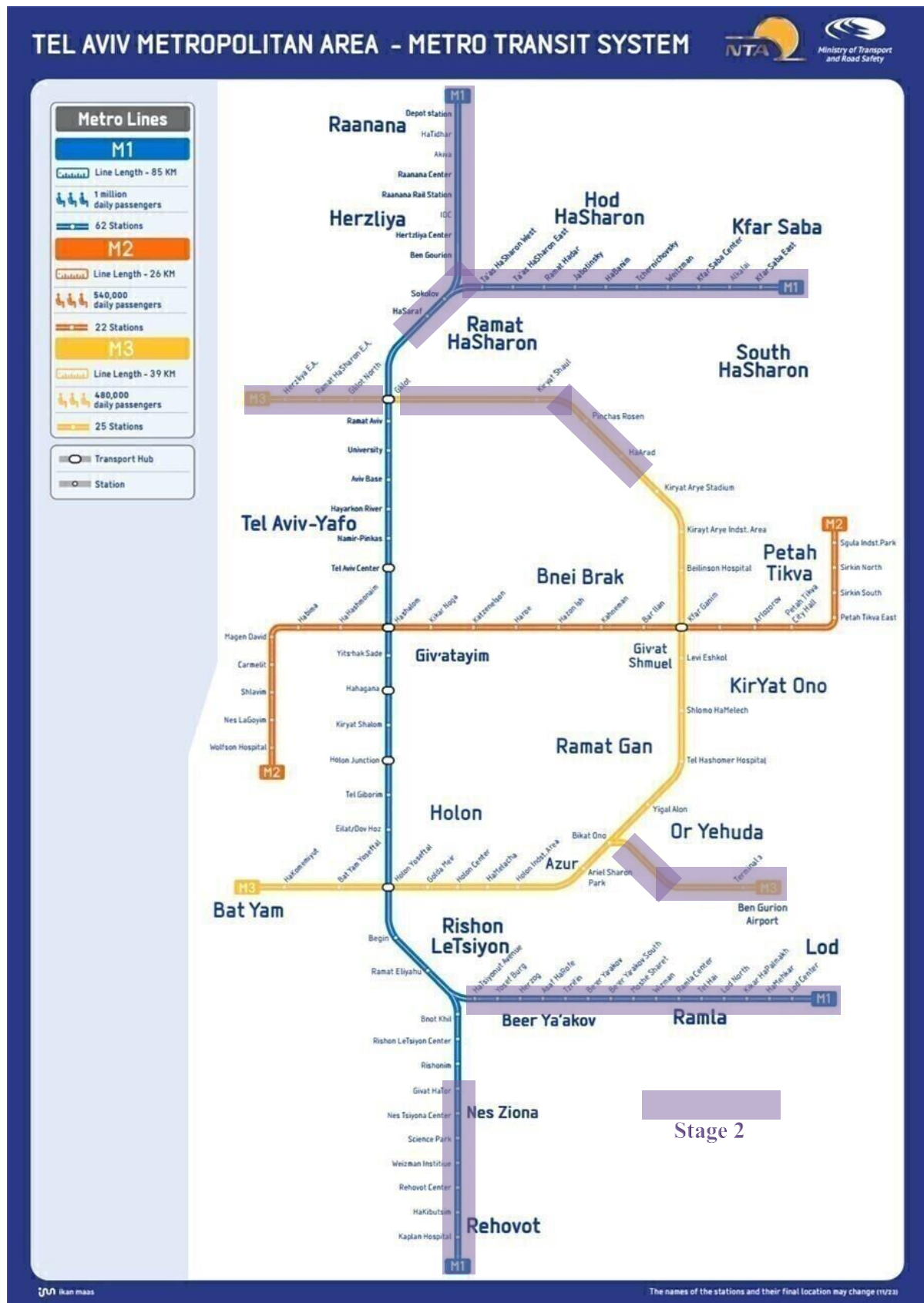


Figure 10: General layout of Execution Stages 1 and 2

11. High-level Design and Functionality Principles

11.1. The following outlines in high-level some of the important design and functionality principles to be followed in the development of the Metro Lines:

11.1.1. Maintainability

11.1.1.1. All the systems and infrastructure of the Metro Lines shall be designed by considering the maintainability of the assets. Wherever possible, a modular system should be adopted, the aim being to minimise repair times and downtime.

11.1.1.2. The maintenance cost of each component and the lifecycle costs of the assets should be minimised.

11.1.1.3. The design shall demonstrate maintainability, fire resilience in accordance with international standards and address the lifecycle requirements.

11.1.2. Design for the customer

11.1.2.1. The design of the Metro Lines should aim to minimise street-to-street journey time. Stations should be designed to allow clear passage from street to platform, with a concourse provided only if there is a compelling case.

11.1.2.2. The Metro Lines should be designed to allow the planned stages to be implemented without causing significant disruption to the already operating sections.

11.1.2.3. The Metro Lines must comply with all laws, norms and standards relating to mobility-impaired persons (including, for this purpose, persons with luggage, strollers, etc., who typically use facilities such as lifts and ramps).

11.1.2.4. One of the main goals of the Metro Network Programme is to achieve a modal shift within the Tel Aviv (Gush Dan) metropolitan area. This requires that interchanges with other modes of public transportation to be as seamless as possible, signage to those modes of public transportation be provided, information on end-to-end journeys be provided, ticketing be clear and simple and that disruption be minimal.

12. Operational Approach

- 12.1. The Metro Network Programme will operate as a high-frequency, urban rail service offering fast, efficient, and comfortable service at the highest level of reliability. With metro rail vehicles of about one-hundred fifteen (115) meters long on Line M1 and about ninety-five (95) meters long on Lines M2 and M3, with a width of up to three point two (3.20) meters, the trains are currently anticipated to be able to operate at operational and technical headway described in chapter 9 of this document.
- 12.2. Depots for light and heavy maintenance will be built. The depots will also serve as overnight stabling for the main part of the fleet.
- 12.3. The depots will be constructed in order to receive the rolling stock in time to deliver the required services. “Operating Control Centres” (OCC), with redundancy by “Backup Operating Control Centres” (BOCC) for Line M1, and for Lines M2 and M3 combined, will drive the operation.
- 12.4. In summary, the main operational and maintenance facilities will be as follows:
 - 12.4.1. Line M1:
 - 12.4.1.1. The main OCC, the super network OCC for emergency agencies and a heavy and light maintenance depot will be located at Rishonim in the south.
 - 12.4.1.2. A light maintenance depot will be located at Ra’anana in the north. The BOCC will be located at Line M2’s Sgula depot. The BOCC will be used as a training facility and “replay” facility (for investigation purposes when required) when the OCC is operational.
 - 12.4.1.3. Both depots will have facilities for maintenance of the assets of the applicable Metro Line, as well as the facilities for the trains to be maintained, tested and stabled and all required support facilities for the Metro Line’s operation. Ra’anana depot will be equipped for light maintenance of the applicable Metro Line. The larger south depot at Rishonim will house the main part of the fleet, the OCC and the required facilities for the management of the Metro Line. It will also house all equipment and tools for both light and heavy maintenance of the Metro Line.
 - 12.4.2. Line M2:
 - 12.4.2.1. The main OCC will be located at Metsubim, within the depot of Line M3.

12.4.2.2. A BOCC for Lines M1, M2 and M3 and a light maintenance depot for Line M2, will be located at Sgula in the east.

12.4.3. Line M3:

12.4.3.1. The main OCC and a depot for light maintenance of the Line M3, as well as for heavy maintenance activities for both Lines M2 and M3 will be located at Metsubim.

12.5. The foregoing is reflected in the following Table 5, which is provided for general information only:

Metro Line	Main OCC	BOCC	Light Maintenance	Heavy Maintenance
M1 North	Rishonim Depot (M1)	Raanana Depot (Stage 2)	Ra'anana Depot (M1)	Rishonim Depot (M1)
M1 South	Including Network Emergency control centers	Sgula Depot (M2) (Stage 1)	Rishonim Depot (M1)	
M2	Mesubim Depot (M3)	Sgula Depot (M2)	Sgula Depot (M2)	Mesubim Depot (M3)
M3	Mesubim Depot (M3)	Sgula Depot (M2)	Mesubim Depot (M3)	Mesubim Depot (M3)

Table 5: High-level summary of main operational and maintenance facilities

12.6. Some of the approximate / currently anticipated key parameters of the Network are set out in the following Table 6, which are provided for general information only:

Table 6: Some key parameters of the Network

Parameter*	Line M1	Line M2	Line M3
Approximate underground station box length	185-250m	125m-215m	125m
Approximate train length	~115m	~95m	~95m
Transportation Hubs	7 (refer to clause 12.6)		
Currently anticipated Track	Concrete slab track - 1,435mm gauge		
Currently anticipated interconnection between Lines	M1 with M3 at Glilot & Yoseftal M1 with M2	M2 with M3 at Kfar Ganim	M3 with M2 at Kfar Ganim and M3 with M1 at Glilot and Holon Yoseftal

Parameter*	Line M1	Line M2	Line M3
	at Hashalom	M2 with M1 at Hashalom	
Currently anticipated traction supply	Rigid overhead conductor - 1.5kV DC		
Currently anticipated Signalling	Computer Based Train Control - GoA4		
Currently anticipated Platform Screen Door	Full height		

*Note: These figures are approximations / estimations only and are subject to change pursuant to ongoing design activities.

12.7. The Network will have seven (7) transportation hubs, as summarized in Table 6 below, which will serve as connecting stations between Israel Railway (ISR) lines, Metro Lines, light rail transit (LRT) lines, bus lines and parking pick-ups for shared vehicles, cars, scooters, bicycles, etc. The hubs will also consist of large “Transit-Oriented-Developments” and urban renewal programmes to be agreed with the applicable municipalities. The construction of hubs on top of stations will be undertaken by other contractors, subject to a separate procurement procedure.

12.8. The foregoing is reflected in high-level terms in the following Table 7, which is provided for general information only:

Table 7: High-level summary of Transportation Hubs and transportation functions

Hub	Location	Interconnecting Transportation
1	Glilot	M1, M3, ISR, Bus Terminal
2	Kfar Ganim	M2, M3, LRT Purple Line
3	Arlozorov Terminal	M1, LRT Red Line, LRT Purple Line, ISR, Bus Terminal
4	HaShalom	M1, M2, ISR, LRT Red Line, Bus Terminal
5	HaHagana	M1, LRT Purple Line, ISR, Bus Terminal
6	Holon Junction	M1, LRT Green Line, ISR, Bus Terminal
7	Holon Yoseftal	M1, M3, ISR

12.9. Figure 11 below shows the general location of each transportation hub, which is provided for general information only:

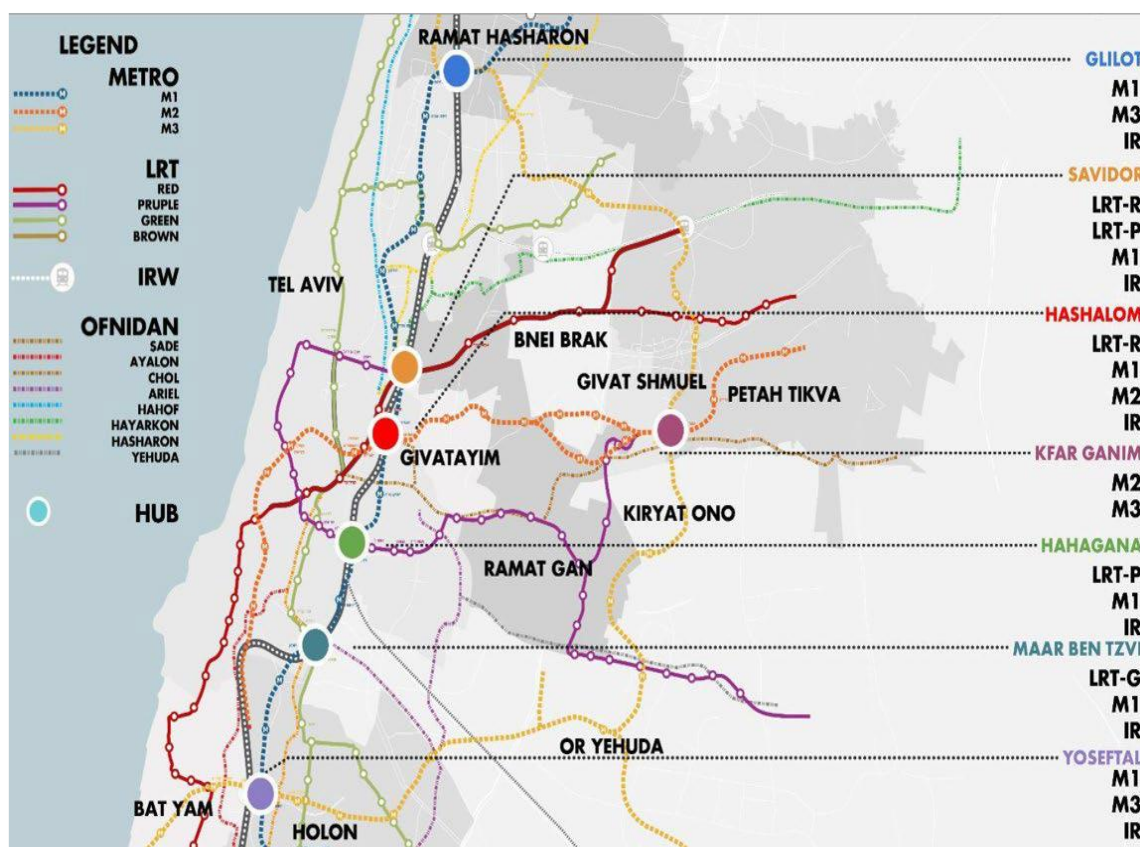


Figure 11: General locations of the Transportation Hubs

12.10. Other Key Operational Requirements

12.10.1. The following brief description is provided for information only, in order to provide a high-level overview of some key operational requirements, as they are currently envisaged:

12.10.1.1. **Security and Surveillance:** Security and surveillance will be maintained across the whole network at all times. Trains, stations, operational elements, tunnels, cross passages and all entrances and exits will be monitored by technological means to prevent and respond to any threat, dangerous occurrence, mishap, vandalism, etc. Manned surveillance will also be provided in specific locations.

12.10.1.2. **Operational Flexibility:** Interoperability is considered to be a key feature to enable a high level of operational resilience across the whole Network. There will be full technical interoperability between Lines M2 and M3 which share a depot (however, there will probably not be a shared commercial operation of passenger trains across those Lines). Additionally, there will be interoperability between Lines M1 and M3 in Glilot (only in Stage 2) and for non-revenue movements. However, interoperability between Lines M1 and M2/M3 is limited on having geometrical interoperability for trains gauges, door pitch and interface with platforms in stations. Interoperability for maintenance vehicles among the three (3) Lines is currently being evaluated and considered.

12.10.2. Maintenance

12.10.2.1. Maintenance will be planned as an integral part of the design to achieve high reliability and availability of the Network over a long period to support the operational plan.

12.10.2.2. Maintenance plans from the Development Phase will set out the principles for the performance of the maintenance work, the necessary facilities, documentation and training, as well as minimum required personnel and their skill sets.

12.10.2.3. Maintainability of the Network depends partly upon a realistic level of accessibility to equipment, which will be reflected in the design. In addition to the relatively brief nighttime maintenance window, a period of probably no more than forty-eight (48) continuous hours a year (which excludes any period of the Shabbat or other Holydays) will be designated for large components such as point machines, rails, transformers, ventilation fans, etc. to be replaced.

12.10.2.4. The maintenance concept is driven by the aspiration to provide safe, secure, reliable passenger services efficiently and cost effectively, and to provide a pleasant passenger environment with clean, modern, comfortable vehicles, efficient rides, quality, clean, well-presented stations, fully functioning passenger interface systems and well maintained infrastructure and facilities.

13. Procurement Strategy

- 13.1. This section outlines in high-level NTA's approach to procuring all the works and services required to provide a fully operational Network, including stations, underground operational elements, tunnels, rail networks, control systems, depots, other operational elements and structures, etc.
- 13.2. The procurement approach is to create separate packages, in general terms as follows, although there may be deviations between packages due to specific reasons and/or due to unique/special circumstances:
 - 13.2.1. **Advanced Works.** In general terms, enabling and early works (collectively called "**Advanced Works**"), including utility diversions, high-voltage (HV) substations, surveys for each Metro Line, etc. In some cases, Advanced Works may include excavation and construction in depots (depot early works). Much of the depot works in terms of utility diversions, earthworks, slurry walls and retaining structures are planned to be included as part of the Advanced Works. Substantial acoustic protection works are also currently planned to be included as part of the Advanced Works.
 - 13.2.2. NTA is advancing the design and execution of the Advanced Works via several local entities. However, the contractors may be required to execute certain remaining Advanced Works that were not executed during Advanced Works stage of the project.
 - 13.2.3. NTA will provide the contractors with records and data regarding the Advanced Works completed by it, as well as the scope of any remaining works to be carried out by the contractors as part of the Infra #1 Works.
 - 13.2.4. NTA will conduct background noise measurements. An acoustic report will be prepared, based on a model assessing the expected noise from the sites. This report will include an evaluation of nearby buildings that will require acoustic shielding. The shielding will be implemented by NTA pursuant to the report's findings.
 - 13.2.5. **Infra #1 Works.** In general terms, the design and construction of civil and structural works for tunnels and stations, embedded items, tunnel drainage works and the balance of civil/structural works of depots ("**Infra #1 Works**"). Infra #1 Works include tunnelling, station boxes/caverns, crossovers, etc.
 - 13.2.6. **Infra #2 Works.** In general terms, the design, construction, testing, commissioning, completion, handover, operation, maintenance and life cycle management of the applicable Metro Line(s) which include:
 - 13.2.6.1. Design integration during the infra #1 works period.

- 13.2.6.2. Fit-out (partition walls, ceiling, floors, cable and systems routing, wayfinding etc.).
- 13.2.6.3. Any inner-box works not completed by the Infra #1 contractors.
- 13.2.6.4. Architectural elements.
- 13.2.6.5. Permanent Landscaping such as, *inter alia*, bicycle lanes, final traffic arrangements, pavements, furniture etc.
- 13.2.6.6. Tracks.
- 13.2.6.7. Rolling stock and equipment (include on board systems).
- 13.2.6.8. MEP systems: tunnel and station ventilation, HVAC, fire fighting systems, plumbing and drainage systems, electrical low voltage and lighting systems, and fire detection and alarm systems.
- 13.2.6.9. Core Transit Railway Systems: signalling system, platform screen doors, traction power system, auxiliary power system, emergency feeding system (DG set), earthing & bonding and stray current protection systems, communication systems, and automatic fare collection systems.
- 13.2.6.10. Depot buildings, infrastructure and fit-out works.
- 13.2.6.11. Full maintenance from handover by other contractors to the Infra #2 contractor (including: HV substations, depot early works, stations, chambers, crossovers, terminuses).
- 13.2.6.12. Execution of base plate to allow building above depot HaRishonim and depot Sgula.
- 13.2.6.13. Any required connection to future land value capture in the station and station entrances.
- 13.2.6.14. Any other scope required to obtain a permit to operate and put the system into service.
- 13.2.6.15. Operation and maintenance (O&M) period of twenty (20) years from partial operation.

- 13.2.7. Figures 12, 13 and 14 below show indicative layouts of the separation between the Infra #1 Works and the Infra #2 Works in a typical tunnel section and in a typical station box, which are provided for general information only:

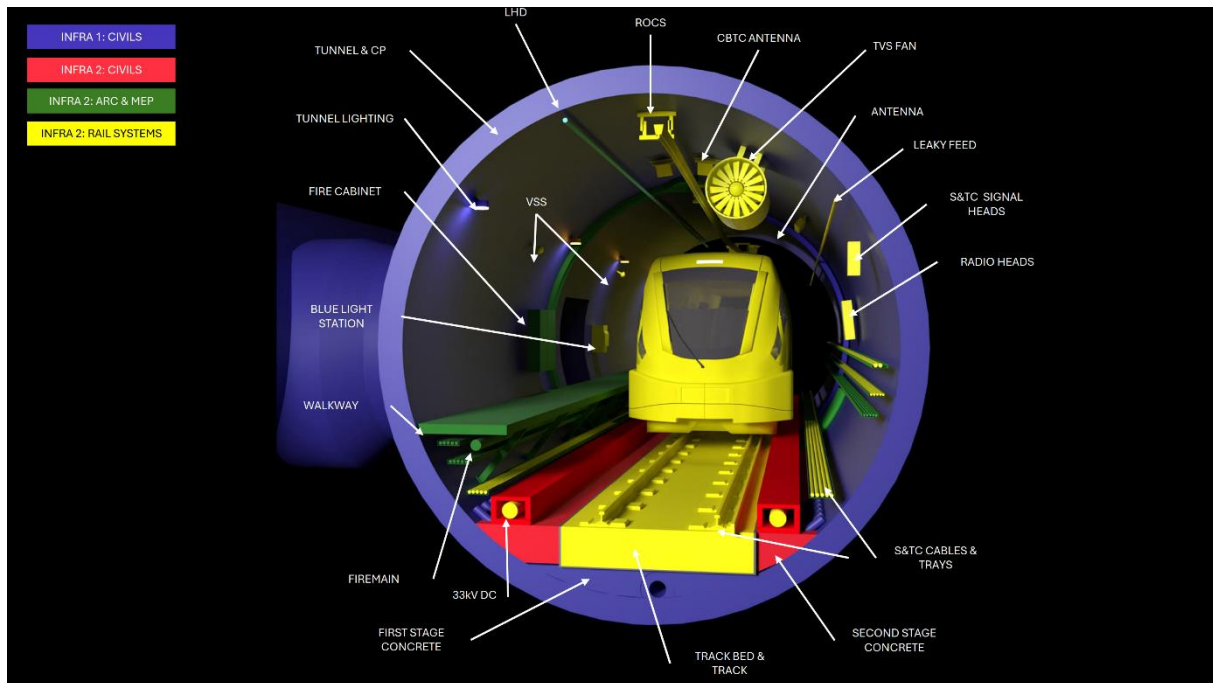


Figure 12: Indicative layout

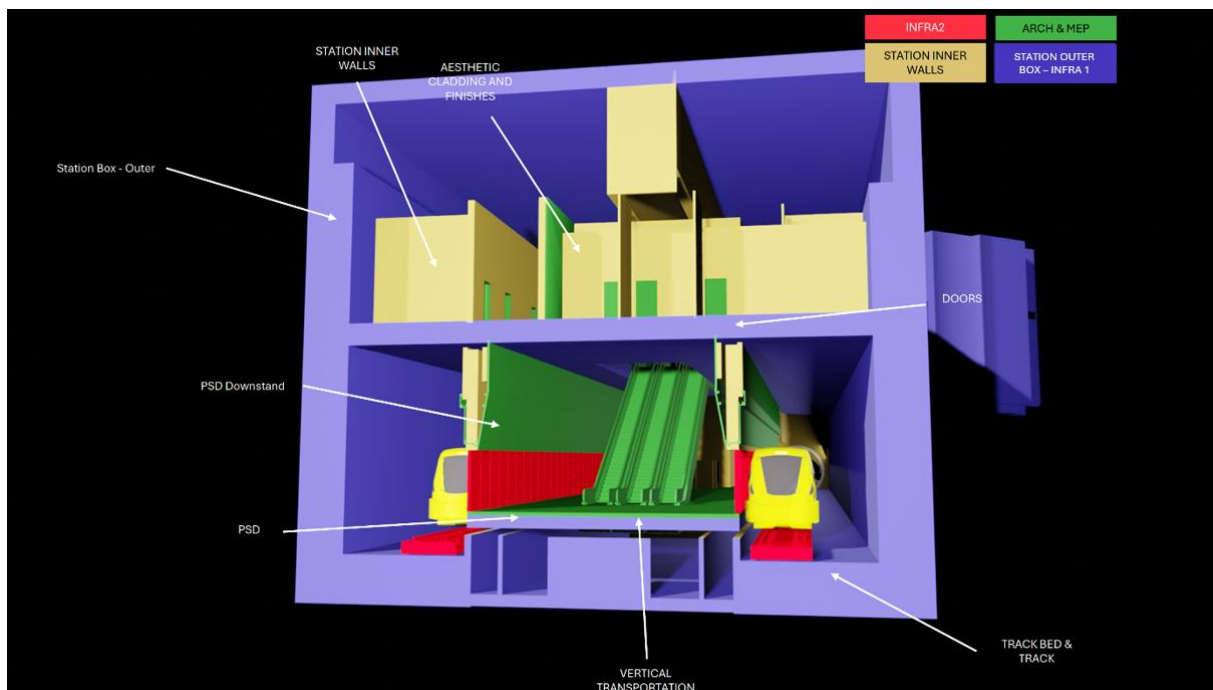


Figure 13: Indicative layout

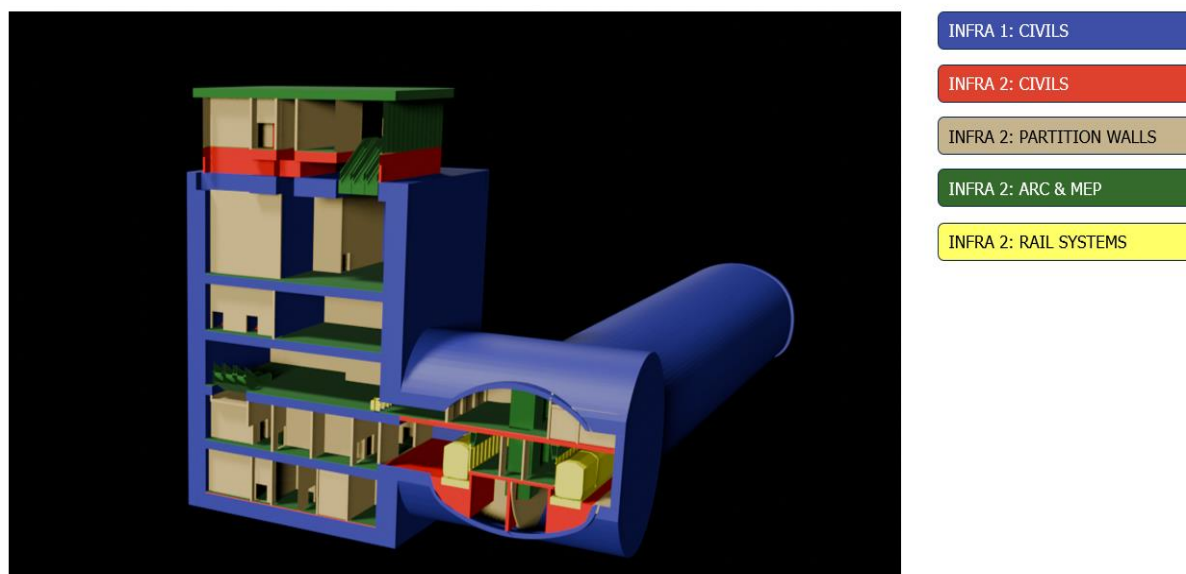
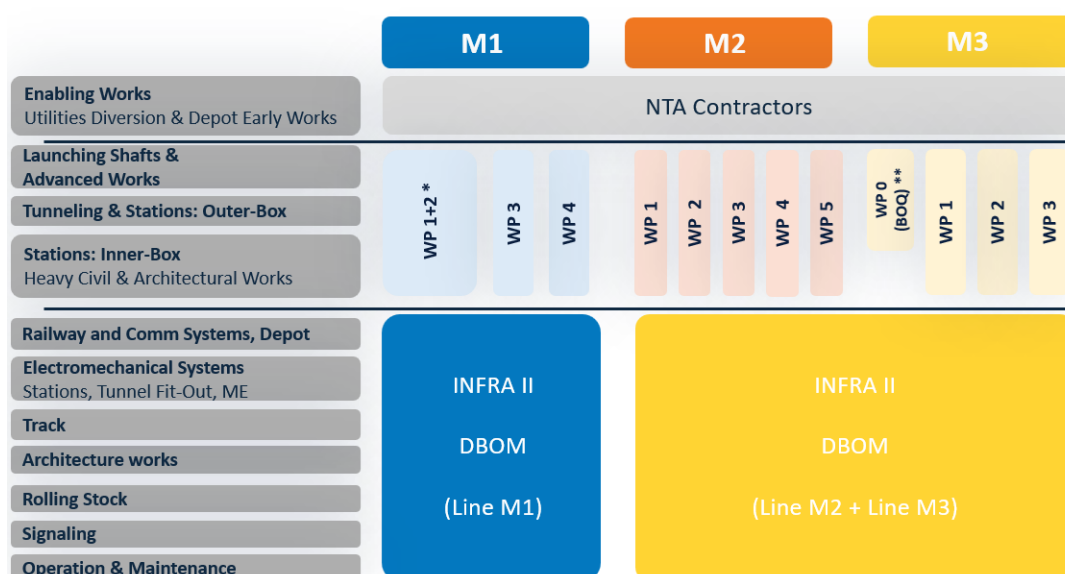


Figure 14: Indicative layout

- 13.3. Figure 15 below provides a high-level overview of the anticipated procurement strategy, which is provided for general information only:



* Package consolidation yet to be confirmed.

** WP0 is not part of this procurement procedure and will be procured separately.

Figure 15: High-level overview of anticipated procurement strategy

14. General Notes on Certain Other Risk-related and Commercial Issues

- 14.1. Based on past experience in NTA tenders and its current expectations for this project, it is currently envisaged that the respective agreements (to be entered into between NTA and the Successful Bidders in the Tender Process to be conducted by NTA) will, with respect to the following matters, probably include terms and conditions along the following lines.

- 14.2. **Partial Compensation for Eligible Bidders.** NTA intends to partially compensate bidders who participated in the Tender Process and were not declared as a Successful Bidder. The partial compensation amount and payment mechanism will be published as part of the Tender Documents.
- 14.3. **Currency of Account and Payment.** Although payments will probably be made in NIS, NTA will allow the contractor to link the payments to the NIS/EUR and/or NIS/USD exchange rate so that NTA will bear currency fluctuations and risks.
- 14.4. **Contract Revision and Price Adjustment.** In addition to the hedging of currency exchange rates as mentioned above, NTA will allow the contractor to choose (as part of its proposal) adjustment tables that include adjustments to the main indices (local and international).
- 14.5. **Performance and Defects Security.** NTA will require the contractor to submit a performance guarantee for each stage of the engagement (development, construction, operation), in each case in an amount equal to a certain percentage of the contract value.
- 14.6. **Special Framework for Foreign Workers.** To facilitate and streamline the employment of foreign workers for the project, a dedicated employment framework will be established for “Metro Foreign Workers”. This framework will include a designated fast-track process for the recruitment of foreign personnel, covering the issuance of work permits and entry visas, with the goal of enabling an organized, efficient and timely mobilization of skilled labor.
- 14.7. **Force Majeure – Repatriation of Personnel.** The contract will include force majeure provisions that mitigate the contractor’s risks with respect to the geopolitical and the military/security situation in Israel.
- 14.8. **Suspension and Termination for Geopolitical Events / Impact of Military Mobilization.** As indicated above, the contract will include force majeure provisions that mitigate the contractor’s risks with respect to the geopolitical and the military/security situation in Israel.
- 14.9. **Governing Law.** The contract will be governed by Israeli law.

14.10. Insurance Coverage:

- 14.10.1.1. **Construction All Risks Insurance (CAR).** Contractors would undertake to effect and maintain, at their own expense, CAR insurance, with reputable and legally licensed insurers, to cover their potential risks and liabilities according to their best judgments. NTA plans to purchase an Excess policy that would provide coverage above the contractors' CAR policies for liabilities (Third Party Liability, Employers Liability), and potentially for Property Damage. NTA's CAR Excess policy might also cover special risks such as tunnel collapses, sinkholes, re-drilling, and excavation debris in extra amounts above the contractors' CAR policies.
- 14.10.1.2. **Other Insurances.** Contractors would be required to effect and maintain other types of insurances, at their own expense, as may be relevant, such as Product Liability, Professional Liability, ALOP and BI insurance, All-Risks insurance for Other Property, Heavy Engineering Equipment and Machinery Insurance including the TBMs, Marine Cargo Insurance, Vehicle insurance including compulsory third party bodily injury as defined under the Motor Vehicle Insurance Ordinance [New Version], 1970, including coverage for the rolling stock during the commissioning and testing processes of the lines and other insurances for the Maintenance and operation periods as may be applicable.
- 14.10.1.3. **Insured Parties.** The insured parties will include: (i) NTA Metropolitan Mass Transit System Ltd. and its officers and agents, (ii) the State of Israel, (iii) the Ministry of Transportation and (iv) any entity or body for whom NTA has the authority or responsibility to insure.
- 14.10.1.4. **Inclusion of Terrorism and War Risks.** NTA is evaluating whether the CAR insurance and other insurances should cover terrorism and war risks.

< End >

ANNEX C (ADVISORS TO THE TENDER COMMITTEE)

Pursuant to the provisions of Section 2.16 (Advisors to the Tender Committee) of the Invitation, and without derogating from the mechanisms detailed therein, the following is the list of the Advisors:

No.	Name of Advisor
1.	Metro Network Manager – Egis Rail SA
2.	Metro Network Manager – Gadish Engineering Company LTD
3.	M1 Line Manager – Yaniv Zohar Engineering Ltd.
4.	M1 Line Manager – Dana Engineering Ltd.
5.	M1 Line Manager – MM S.P.A
6.	M1 Line Manager – Levy Shtark Zilberstein Consulting Engineering Ltd.
7.	M2 Line Manager – David Akerstein Ltd.
8.	M2 Line Manager – WSP UK Ltd.
9.	M2 Line Manager – Decker Building & Engineering Ltd.
10.	M3 Line Manager - Develman Perzelina Projects and Building Management Ltd.
11.	M3 Line Manager – Artellia
12.	M3 Line Manager – Mahod Engineering Ltd.
13.	B&K management consulting
14.	Arnon, Tadmor-Levy
15.	Yigal Sagi & co.

(***)

ANNEX D (REQUESTS FOR CLARIFICATION)

#	<u>Company</u>	<u>Contact Name</u>	<u>Part</u> <u>(Invitation/</u> <u>Forms/</u> <u>Annexes)</u>	<u>Section</u> <u>(reference to</u> <u>the relevant</u> <u>Section)</u>	<u>Subject Matter</u>	<u>Request for</u> <u>Clarification</u>
1						
2						
3						
4						

(***)

ANNEX E (ACCOUNTING PRINCIPLES AND EXCHANGE OF CURRENCY)**1. Accounting Principles**

- 1.1. Israeli GAAP (including Standard No. 51 of the Institute of Certified Public Accountants in Israel);
- 1.2. US GAAP (published by the FASB);
- 1.3. International Financial Reporting Standards (including, with respect to the cash flow statements, IAS (International Accounting Standards) IAS No. 7 and IFRS updates);
- 1.4. French GAAP;
- 1.5. Germany IFAD GAAP;
- 1.6. UK GAAP;
- 1.7. Spanish GAAP;
- 1.8. Ind AS – Indian Accounting Standards.
- 1.9. Hong Kong FRS
- 1.10. Japanese GAAP
- 1.11. South Korea K-IFRs

2. Exchange of Currency; for Section 5.2 (Turnover)

For the purpose of Section 5.2 (Turnover), financial information and the figures included in the Financial Statements, presented in any currency other than NIS, will be converted to NIS in accordance with the applicable average annual exchange rates specified below:

2.1. Average annual exchange rates for a fiscal year ending on December 31st:

Currency	2023	2024	2025
USD	3.6897	3.699	3.4519
EUR	3.9895	4.0021	3.8928
INR	0.0447	0.0442	0.0396

2.2. Average annual exchange rates for a fiscal year ending on March 31st:

Currency	2023	2024	2025	2026
USD	<u>3.4444</u>	3.7183	3.6873	3.329
EUR	<u>3.5885</u>	4.0331	3.9593	3.8556
INR	<u>0.0429</u>	0.0449	0.0436	0.0377

3. Exchange of Currency; for Section 5.3 (Equity)

For the purpose of Section 5.3 (Equity), financial information and the figures included in the Financial Statements, presented in any currency other than NIS, will be converted to NIS in accordance with the applicable end of fiscal year exchange rates specified below:

3.1. Exchange rates on the last day of fiscal year, for a fiscal year ending on **December 31st**:

Currency	2025
USD	3.19
EUR	3.7455
INR	0.0355

3.2. Exchange rates on the last day of fiscal year, for a fiscal year ending on **March 31st**:

Currency	2025	2026
USD	3.718	3.165
EUR	4.0219	3.6360
INR	0.0435	0.0337

(***)

ANNEX F (SUBMISSION CHECKLIST)

Pre-Qualification Form		Check
1	The Pre-Qualification Submission Letter	☐
2	Participating Entity	☐
	Attachment “A” (Incorporation Documents)	☐
	Attachment “B” (Additional Undertakings)	☐
3	Experience in the Design and Installation of Railway Systems	☐
	Attachment “A” (Chart of Holdings)	☐
	Attachment “B” (Parent Company Undertakings)	☐
4	Rolling Stock Experience	☐
	Attachment “A” (Chart of Holdings)	☐
	Attachment “B” (Parent Company Undertakings)	☐
5	Project Execution, Management and Organization Experience	☐
	Attachment “A” (Chart of Holdings)	☐
	Attachment “B” (Parent Company Undertakings)	☐
6	Maintenance Experience	☐
	Attachment “A” (Chart of Holdings)	☐
	Attachment “B” (Parent Company Undertakings)	☐
7	Metro Operation Experience	☐
	Attachment “A” (Chart of Holdings)	☐
	Attachment “B” (Parent Company Undertakings)	☐
8	Public Transportation Operation Experience	☐
	Attachment “A” (Chart of Holdings)	☐
	Attachment “B” (Parent Company Undertakings)	☐
9	Financial Robustness	☐
	Attachment “A” (Financial Statements)	☐
10	Turnover	☐
11	Criminal Information Affidavit <i>[in a separate sealed envelope]</i>	☐

For the avoidance of doubt, not all Pre-Qualification Forms and/or Attachments are necessarily required to be submitted by every Participant. For example:

- Pre-Qualification Form “8” is not required in the event the Participant selected Alternative “A” pursuant to Section 4.7.1 of the Invitation.

- Attachment “A” to Pre-Qualification Forms “3”, “4” and “5” is required only if the Experience Provider relied on an Associated Party to demonstrate compliance with the applicable Professional Pre-Qualification Requirements.
- Pre-Qualification Form “10” is not required from a Single Entity Participant.

Instructions with respect to the Entities which are required to submit each Pre-Qualification Form or Attachment (and, if applicable, the circumstances in which such document is required to be submitted) are specified in brackets beneath the title of each Pre-Qualification Form and each Attachment.

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ANNEX G (INFORMATION AND SUPPLY CHAIN SECURITY INSTRUCTIONS)

Special instructions for work packages associated with critical systems in the Programme, for hardware and software components and for supply chain security

1. General

The Programme is a national infrastructure project which is under strict regulation and guidelines of the State of Israel's authorities and national security agencies, covering information security, computer-based systems security, and supply chain security.

2. The Purpose of the Document

The purpose of this **Annex "G"** is to concisely present the requirements which are expected to be included in the Tender Process, including restrictions and stipulations, with respect to the hardware and software components approved for use in the Programme, requirements and guidelines on supply chain security, and guidelines for securing the design processes, establishment, operation and maintenance.

For the avoidance of doubt, the requirements included in this **Annex "G"** are succinct, and the full range of requirements will be specified in the Tender Documents. Additionally, the requirements specified in this **Annex "G"** are in addition to (and will not derogate from) the requirements for the design and establishment of an information security system (ISS) for the Programme (which will also be specified in the Tender Documents). The requirements outlined in this **Annex "G"** apply to all the systems' components included in the Programme.

3. Critical Systems in the Programme

Among all the systems that will be supplied and installed in the Programme, several groups of systems are classified as "critical systems":

- All types of active or passive communication components – wired communication, narrowband and broadband wireless communication, including operational radio systems, emergency bodies' radio networks, private and public cellular networks, internet, private and public WIFI, etc.
- All the centralized and decentralized computing systems, among them physical data centers, cloud-based infrastructures and other IT components – including workstations, laptops, etc.
- All the command & control systems, integration systems, operational management systems, etc.
- The entire information security system (ISS).
- All the physical security systems.
- All the facility / power SCADA systems, including PLCs and HMIs.
- The signaling and train control system.

The design, installation, configuration, testing, operation and maintenance of the critical systems in the Programme shall be performed exclusively by Israeli based subcontractors throughout the entire lifecycle of the Programme. The employees of these subcontractors shall be experienced Israeli professionals who are able to operate in full compliance with security classification restrictions, and fulfill enhanced information security requirements.

Signaling and train control system: The system vendor shall be obligated to register a subsidiary in Israel and employ an experienced local team with the required security classification, whose members are able to fulfill enhanced information security requirements.

4. Israeli Information Security Design, Management and Establishment Team with a Security Clearance

The Successful Bidder(s) will be required to recruit and employ a qualified Israeli information security team with a Top-Secret-level security clearance. This will include a CISO experienced in projects of this nature, a cyber architect, and additional professionals with expertise in information security. This team shall have overall responsibility for the design and establishment of all the information security components in the Programme, in full compliance with the Tender Documents and regulation requirements. Furthermore, the Israeli cyber team will be responsible for synchronization and coordination of all the information security aspects between the work groups and various subcontractors, throughout the entire lifecycle of the Programme. The Programme's cyber team will be responsible for information security also in the design and establishment phases, and for verifying compliance with the Tender Documents and with regulatory requirements by the contractors and subcontractors engaged in the Programme.

5. Mandatory Information Security Standards

All the systems, subsystems, hardware and software components that will be supplied for the Programme shall comply with the most advanced and stringent information security standards such as FIPS and IEC, including fulfilling the requirement for the implementation of secured development processes by the vendors, which meet international standards and best practices for secured development. Additionally, the Programme in its entirety shall comply with information security standards for comprehensive information security management.

6. Hardware and Software Requirements and Approval Process in the Programme

All the hardware and software components in the Programme shall meet strict supply chain security requirements as Israel National Cyber Directorate ("INCD") doctrine dictates, restrictions and stipulations regarding the vendors' identity, source of supply, delivery location and installation process.

- Generic hardware and software components in the entire Programme and in each work package, such as servers, storage, switches, routers, workstations, fiber optics cables, splitters, etc., shall be purchased only from recognized Leaders in the latest Gartner Magic Quadrant report or other vendor rating recognized by the INCD and by NTA in their respective product categories.

- Non-generic hardware and software systems in the Programme, such as computerized controllers and dedicated computer-based systems: The vendors shall be required to provide proof of experience in manufacturing and installing such systems in similar existing metro projects in at least five (5) developed countries, as defined by the International Monetary Fund (IMF), in the ten (10) years' period preceding the date of engagement therewith.
- All the Programme components shall be delivered through a local Israeli representative meeting the INCD's supply chain security requirements.
- NTA shall be entitled to demand the supply of bare metal equipment for the Programme, and the installation of firmware under Israeli supervision.
- NTA shall be entitled to automatically reject any hardware or software component proposed by the Successful Bidder, if it is included in any blacklist or sanctions list (such as NDAA), and/or concerning which intelligence reports indicate suspicion of its exploitation for penetration purposes.
- NTA shall be entitled to instruct the Successful Bidder to send a hardware component or software for vulnerability testing at a certified Israeli laboratory, or to conduct such testing itself, without prior notice.

During the detailed design phase, all the systems' components in the Programme, including hardware and software, shall follow a well-defined advance approval process by NTA's information security team.

7. Rolling Stock

The communication elements, security systems, cyber security elements, radio devices and all other onboard systems that will be installed in the rolling stock within the framework of the Programme, shall also be required to comply with the requirements set out in this document, *inter alia*, with respect to the supply chain, information security standards and hardware and software requirements.

8. Additional Information Security Controls

During the lifecycle of the Programme, NTA will implement numerous and diverse information security controls of the Successful Bidder and its subcontractors, including information security surveys, audits at the vendors' premises, supply chain security audits, sample checks of various hardware and software, penetration tests, etc.

9. Regulation

The Successful Bidders shall be required to operate under the direct professional, operational and technical guidance of the INCD throughout the entire lifecycle of the Programme (design, construction, operation and maintenance), in accordance with the Regulation of Security in Public Bodies Law, 1998 and the information security regulation applicable to the Programme.

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ANNEX H (ANTICIPATED REQUIREMENTS; CORPORATE STRUCTURE)

1. Each Eligible Participant will be permitted to participate in the Tender Process only in the composition which was prequalified pursuant to this Invitation (i.e. the same Members, Experience Providers and Guarantors (if any)).
2. **Formation of an SPC.** In order to participate in the Tender Process and submit a bid thereunder, and as required pursuant to the provisions of Section 46A of the Railways Ordinance [New Form] 1972, each Eligible Participant (including a Single Entity Participant) will be required to form a single purpose company, incorporated under the Laws, the sole purpose of which shall be the participation in the Tender Process, the submission of a bid therein and the execution of the applicable Infra #2 Package (if eventually selected to do so) (“SPC”).

Shareholders of the SPC. The shares and other interests in the SPC will be held solely by: (i) the Participant itself (if it is a Single Entity Participant); or (ii) the Members of the Participant, each Member in accordance with the Anticipated Holdings specified thereby in Pre-Qualification Form “2”, and in each case in accordance with the provisions of Section 3 (General Provisions Relating to Participants) of this Invitation, so that:

- 2.1. there will be no more than four (4) shareholders of the SPC;
 - 2.2. each shareholder of the SPC shall hold at least ten percent (10%) of the shares and other interests of the SPC; and
 - 2.3. the Project Management Experience Provider shall hold at least twenty percent (20%) of the shares and other interests of the SPC.
3. **Formation of an O&M Contractor.** In addition to the foregoing, each Participant shall be required to establish a single purpose company, incorporated under the Laws, the sole purpose of which shall be the operation and maintenance of the Project (“O&M Contractor”).

Shareholders of the O&M Contractor. The shares and other interests in the O&M Contractor will be held in accordance with the Anticipated O&M Holdings specified in Pre-Qualification Form “2” and in accordance with the provisions of Section 4 (Professional Pre-Qualification Requirements) of this Invitation, so that:

- 3.1. each shareholder of the O&M Contractor shall hold at least ten percent (10%) of shares and other interests of the O&M Contractor;
- 3.2. **if Alternative “A” pursuant to Section 4.7.1 is selected** – the Experienced Metro Operator shall hold at least fifty percent (50%) of the shares and other interests of the O&M Contractor; and
- 3.3. **if Alternative “B” pursuant to Section 4.7.2 is selected** – the Experienced Public Transportation Operator shall hold at least fifty percent (50%) of the shares and other interests of the O&M Contractor.

The relevant provisions with respect to the O&M Contractor (including the stage at which such O&M Contractor must be formed) will be specified in the Tender Documents (if any).

4. **Experience Providers.** Each Experience Provider which demonstrated compliance with a certain Professional Pre-Qualification Requirement, will be required to assume responsibility for the performance of the applicable part of the Infra #2 Works for which it was pre-qualified, and shall be entitled to do so either:

- 4.1. directly;
- 4.2. through a direct subsidiary thereof; or
- 4.3. through an Entity which is indirectly held by the applicable Participating Entity (provided that one hundred percent (100%) of all Means of Control of such Entity are Effectively held by such Participating Entity).

Provided however that the foregoing shall not apply with respect to the Experienced Metro Operator and the service agreement which shall be entered into thereby if Alternative “B” pursuant to Section 4.7.2 is selected.