27 August 2025
#2711240

To:
All Bidders

Tender No. 143/2025 Assurance Management and Technical Auditing Services for the Metropolitan Tel Aviv Mass Transit System

Addendum No. 3

1. Pursuant to the Invitation to Bid issued on June 12, 2025 (the "**ITB**") and in accordance with the provisions thereof, the attention of all Bidders is drawn to the clarification attached as Annex A hereto.
2. Bidders' attention is drawn to the following matters:
   2.1. The Bid Submission Date has been postponed until **September 29, 2025**. All other provisions of the ITB, inter alia Section 5.10 *(Submission Date)* thereof, regarding the Bid Submission Date shall remain unchanged. Bidders' attention is further drawn to the fact that the Bid Bond Expiry Date has also been updated accordingly (**the updated expiry date is now September 29, 2026**).
   2.2. The Last date for submission for Voluntary Pre-Ruling of Bid Bonds has been postponed until **September 8, 2025**. All the other provisions of the ITB, regarding the Voluntary Pre-Ruling of Bid Bond shall remain unchanged.
   2.3. Updated versions of the Tender Documents with tracked changes are attached to this Addendum. A clean version of the Tender Documents is available on NTA's website.
3. In the event of any discrepancy, ambiguity or contradiction between any information contained in this Addendum and the Tender Documents, including the Invitation to Bid, the provisions of the Addendum shall prevail.
4. This Addendum shall constitute an integral part of the Invitation and the Tender Documents.
5. This Addendum shall be signed and attached to the Bid, in accordance with the provisions of the Tender Documents.
6. The issuance of this Addendum does not derogate from any of NTA's or the Tender Committee's rights and prerogatives under the Tender Documents or Law.

7. All capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Tender Documents. Any capitalized words, terms, phrases or abbreviations used or defined specifically in any clause, section, paragraph or article of this document shall have the meaning set forth therein.

Respectfully Yours,

NTA – Metropolitan Mass Transit System

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Bidder's Signature

Annex A

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
1.	**Q:**	Within different countries of operation, organizations adopt and implement Quality Management System (QMS) frameworks that are aligned with the principles and requirements of ISO 9001:2015, without holding a formal ISO certification. In light of this practice, the Tender Committee is respectfully requested to consider waving the professional threshold requirement set forth in Section 3.3.1, which mandates the submission of a valid ISO 9001:2015 certificate the Bid Submission Date. Should the Tender Committee decide to approve this request, we kindly ask that Tender Form 9 (*ISO Certificates*) be revised to reflect the change.	Vol. 1 *(ITB)*, Part II *(Threshold Requirements)*, **Section 3.3** *(ISO 9001:2015 Certification)* & Part IV *(Tender Forms),* **Tender Form 9** *(ISO Certificates)*
	A:	The request has been approved. The Professional Threshold Requirement set forth in Section 3.3 will be deleted. However, holding ISO 9001:2015 certification or demonstrating compliance with the requirements of the said standard will be added as an Evaluation Criteria, pursuant to the amendment of Section 2 *(Quality Proposal)* of Vol. 1 *(ITB)*, Part III *(Evaluation Criteria).* Bidders are referred to the Revised Tender Document attached to this Addendum. Bidders' attention is also drawn to the change in the weighting of the evaluation criteria, as well as to the addition of Sub-Criteria 1(b).	
2.	**Q:**	According to Tender Form 16, the proposed methodology is required to be prepared only with respect to the three LRT lines and does not appear to include the Metro lines. Please clarify whether the Methodology should also cover the Metro lines?	Vol. 1 *(ITB)*, Part IV *(Tender Forms),* **Tender Form 16** *(Proposed Methodology for the Performance of the Services)*
	A:	It should be clarified that the proposed methodology is to address the Program, as this term is defined in the Services Agreement. Accordingly, Tender Form 16 will be updated as follows:	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
		The Bidder is required to submit herein its proposed methodology for the performance of the Services ~~(as such term is defined in the Services Agreement) with respect to LRT projects~~ and in relation to the Program, each as defined in the Services Agreement.	
3.	**Q:**	Several provisions in the Services Agreement include terms such as “highest standard of care,” “utmost,” and “strict compliance.” These expressions may be interpreted broadly, create an elevated standard of care beyond that normally required of a professional Architectural/Engineering firm, and may not be covered by professional liability insurance. The Bidder therefore requests that the Tender Committee reconsider the wording of these provisions throughout the Services Agreement, including by removing or replacing such terms (for example: replacing “highest” with “reasonable” in Section 3.3.1, deleting Section 3.3.2, removing the word “strict” in the relevant clause, and replacing “utmost” with “reasonable” in Section 7.1.1).	Vol. 2 *(Services Agreement), page 2, clauses 2.1.3, 3.3 (Consultant's Undertakings), 3.3.3, 3.5 (Consultant's Undertakings Unaffected) and 7.1.1 (Liability of the Consultant).*
	A:	The terminology appearing in the Services Agreement, including expressions such as “highest,” “utmost,” and “strict,” shall be read and interpreted in light of the Professional Thresholds Requirements set out in the Tender Documents, and in accordance with the expectations from a qualified and experienced professional, as defined in the professional eligibility requirements. For the avoidance of doubt, these terms are not intended to impose obligations beyond what may reasonably be expected from a professional consultant with the requisite experience, skills, and capabilities required under the Tender Documents, and which are customarily covered under professional liability insurance. Accordingly, there is no change to the wording of Clauses indicated in the Reference column.	

<table>
<tr><th colspan="4">Clarifications</th></tr>
<tr><th>Item No.</th><th>Q/A</th><th>Questions and Answers</th><th>Section</th></tr>
<tr><td rowspan="2">4.</td><td>Q:</td><td>The Tender Committee is respectfully requested to clarify what compensation the Consultant will be entitled to in the event of changes made by the Owner.</td><td rowspan="2">Vol. 2 (Services Agreement), Clause 3.5 (Consultant's Undertakings Unaffected).</td></tr>
<tr><td>A:</td><td>No additional compensation shall be payable to the Consultant in connection with updates or modifications carried out in the ordinary course of the Services, including the review or updating of documents during or as a result of such review. Compensation shall only be applicable in the event of a material change to the scope of the Services, namely a change in the scope of the audit, as determined by NTA with respect to the Task Under Audit value.</td></tr>
<tr><td>5.</td><td>Q:</td><td>The Tender Committee is respectfully requested to allow the Consultant the option to replace approved personnel in circumstances beyond the Consultant's control.</td><td rowspan="2">Vol. 2 (Services Agreement), Clause 3.12.3 (Replacement of Approved Consultant Personnel)</td></tr>
<tr><td>6.</td><td>A:</td><td>Clause 3.12.3.1 of the Services Agreement will be updated as follows:

"3.12.3.1 […] Without derogating from the generality of the foregoing, in any event, the Consultant shall not replace: (i) either the PAO Manager or the TAT Manager within the first three (3) years following the Effective Date; and (ii) the Deputy TAT Manager and the Deputy PAO Manager, for the first eighteen (18) months following the Effective Date; provided, however, that the Owner may, at its sole discretion, waive the foregoing limitations if it determines that the circumstances giving rise to the need for replacement are beyond the reasonable control of the Consultant, including, without limitation, cases of severe illness, death, or other comparable and justifying circumstances."</td></tr>
</table>

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
7.	**Q:**	The Tender Committee is respectfully requested to remove Clause 4.3, as LD provisions are not customary for consulting agreements.	Vol. 2 *(Services Agreement),* Clause 4.3 *(Liquidated Damages)*
	A:	The Tender Committee rejects the request. No amendment shall be made to Clause 4.3. Without derogating from the foregoing, the Tender Committee draws the Bidder's attention to the limitations set out in Clauses 4.3.4 *(Liquidated Damages – Maximum Yearly Amount)*, as well as to the limitation on the accumulated amount of Liquidated Damages during the entire Term of the Agreement under Clause 4.3.5. Further attention is drawn to the Grace Periods included in the Tables under Clauses 4.3.2 and 4.3.3. For the avoidance of doubt, any application of liquidated damages by the Owner shall be carried out reasonably and in accordance with the provisions of the Services Agreement.	
8.	**Q:**	The Tender Committee is requested to clarify whether the Performance Security may be reduced on an annual basis during the Term of the Agreement, rather than the full amount being maintained until the expiry of the Agreement.	Vol. 2 *(Services Agreement),* Clause 6 *(the Performance Security)* & Appendix 8 *(Performance Security)*
	A:	The Tender Committee rejects the request.	
9.	**Q:**	The Tender Committee is respectfully requested to remove the words *"indirectly"* and *"directly"* from Clause 7.1.3. This request arises since the inclusion of indirect damages effectively imposes liability for consequential damages, which are beyond the Consultant's control and may lead to unreasonable exposure.	Vol. 2 *(Services Agreement),* Clause 7.1.3
	A:	Section 7.1.3 of Vol. 2 *(Services Agreement)* will be updated as follows:	

<table>
<tr><th colspan="4">Clarifications</th></tr>
<tr><th>Item No.</th><th>Q/A</th><th>Questions and Answers</th><th>Section</th></tr>
<tr><td></td><td></td><td>“7.1.3. The Consultant shall fully indemnify and hold the Owner harmless against and from all claims, damages, losses, and expenses, including all legal fees and expenses, resulting <s>(directly or indirectly)</s> from the provision of the Services by the Consultant or any of its employees […]”.</td><td></td></tr>
<tr><td rowspan="2">10.</td><td>Q:</td><td>The Tender Committee is respectfully requested to delete Clause 7.2.2, as the inclusion of this provision renders the contractual limitation of liability under Clause 7.2.1 ineffective, given that many global consulting firms maintain very high levels of insurance coverage, thereby negating the intended effect of such limitation.</td><td rowspan="2">Vol. 2 (Services Agreement), Clause 7.2 (Limitation of Liability)</td></tr>
<tr><td>A:</td><td>The Tender Committee hereby <u>approves</u> the request. Accordingly, Clause 7.2.2 of the Services Agreement shall be deleted.</td></tr>
<tr><td rowspan="2">11.</td><td>Q:</td><td>The Tender Committee is respectfully requested to (a) clarify the definition of the term “safety innovation technical assurance processes”; and (b) remove the requirement to provide RAMS as part if it's services.</td><td rowspan="2">Vol. 2 (Services Agreement), Appendix 2 (Scope of services) Section 1.1 (General)</td></tr>
<tr><td>A:</td><td>a) Section 1.1 of Appendix 2 (Scope of Services) will be updated as follows:

“1.1. The Owner adopted an extensive rail transit program assurance approach, embracing quality, systems engineering, reliability, availability, maintainability and safety (RAMS), sustainability, human factors, safety, innovation, technical assurance processes, and other good industry practices and processes.”

b) Tender Documents state that the Owner is embracing. It is <u>not</u> required that the Consultant provide RAMS as part of its Services.</td></tr>
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Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
12.	**Q:**	The Committee is respectfully requested to clarify the meaning of the term "Owners Key Themes" (which is referenced only in the section indicated in the Reference column). In order to provide further clarity, the Tender Committee is also requested to provide an example with respect to the existing basis for the Owners Key Themes.	Vol. 2 *(Services Agreement)*, Appendix 2 *(Scope of services)* Section 2.2.2.3 *(PAO Functions)*
	A:	NTA's QMS and procedures have already been established and implemented within the Owner's quality system. Accordingly, there is no requirement for the PAO to develop an additional set of new Key Priority Themes. However, in line with Section 2.2.2.3, should it become necessary to update or refine the existing Owner's Key Themes, the PAO will be required to do so (with the relevant payment mechanism provided for in the Services Agreement). Accordingly, Section 2.2.2.1 will be revised to reflect that the PAO's role is limited to the update: "2.2.2.1 The PAO will ~~develop a series of key priority themes~~ support the development and/or update of the Owner's Key Themes, as required (for example, safety, security, accessibility, diversity, aesthetics, cross-system integration, the Owner's design standards, innovation, sustainability, etc.) while working with the PMCs and other Owner suppliers (the "Owner's Key Themes")."	
13.	**Q:**	The Tender Committee is respectfully requested to amend the wording in the following provisions of the following sections: 2.2.5.4, 2.2.6, 2.2.11.11, and 3.1.6 of Appendix 2 *(Scope of Services)*. These sections currently require the Consultant to *"ensure"* or *"assure"* certain outcomes or third-party compliance. The Consultant does not have enforcement authority over third parties and therefore cannot "ensure" or "assure" their performance. The Tender Committee is respectfully requested to amend these provisions by replacing the terms *"ensure"* and *"assure"* with *"review and report"*, to accurately reflect the Consultant's role.	Vol. 2 *(Services Agreement)*, Appendix 2 *(Scope of services)* Sections 2.2.5.4, 2.2.6, 2.2.11.11, and 3.1.6.

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
	A:	The following Sections of Appendix 2 *(Scope of Services)* will be updated as follows: "2.2.5.4. Ensuring compliance with the control framework by review and report – proactively checking adherence to process" "2.2.6. The PAO shall review and report the applicable Program Information to assure that the Program is being developed, delivered, and reported consistently and compliant" "2.2.11.11. Examine Project expenditure to ensure by review and report it is following the agreed cash flow and budget and the payments made are in accordance with the executed work." "3.1.6.1. "During the construction, testing, and commissioning phases, a series of readiness reviews, hold points, inspections, and audits will be maintained to ensure by review and report that the applicable works are (for the avoidance of doubt, this wording shall apply throughout this Clause 3.1.6, including all of its sub-sections, wherever the terms *"ensure"* or *"assure"* appear):" For the avoidance of doubt, the above amendments do not change or derogate from the Consultant's responsibilities as set forth in Sections 4 (in particular, Section 4.3) and 5.2.5 of Appendix 2 *(Scope of Services)*, with respect to the Consultant's responsibility to assure that recommendations have been corrected/implemented and/or that the non-conformance reports (NCRs) have been updated.	
14.	**Q:**	A clarification from the Tender Committee regarding the Services of the Consultant in the event of the extension of the Red Line (if implemented).	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
	A:	Bidders' attention is drawn to the fact that the Scope of Services of the Consultant may also include tasks related to the extension of the Red Line (if its implementation is decided). Accordingly, section 3.1 to **Attachment A** (*General Information*) of Appendix 2 (*Scope of Services*) shall be updated as follows: "3.1 **Red Line (LRT)**: Stretching 24km from Petah Tikva in the East to Bat Yam in the South, the Red Line features 12km underground and 11km at grade tracks. Its depot is equipped to house 104 trains and offers comprehensive light and heavy maintenance capabilities. The Red Line is currently in its initial operational phases. The Consultant's Services may also include matters related to the extension of the Red Line, should such extension be implemented (Accordingly, the term "Program" shall be deemed to include the extension of the Red Line (if implemented))."	Vol. 2 *(Services Agreement)*, Appendix 2 *(Scope of services),* Attachment A *(General Information)*.
15.	**Q:**	Regarding Clause "1.3. Professional Liability Insurance" [...] we kindly request to cancel the following sentence "The policy shall be extended to indemnify the Owner and / or the State of Israel for their liability due to any act or omission of the Consultant in connection with the Agreement, subject to a "cross liability" Section."	Vol. 2 *(Services Agreement)*, Appendix 9 *(Insurance)*
	A:	The Tender Committee rejects the request.	
16.	**Q:**	Regarding Clause "1.2. Employers' Liability Insurance and/or Workers' Compensation" [...] we kindly request to cancel the following sentence "The policy shall be extended to indemnify the Owner and/or the State of Israel, as the consultant's employees will be considered employees of the Owner and/or the State of Israel."	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
	A:	The Tender Committee rejects the request.	
17.	**Q:**	Regarding Clause "1.1. Third-Party Liability Insurance covering the legal liability of the Consultant and its employees" [...] we kindly request to cancel the following sentence "The policy shall be extended to indemnify the Owner and / or the State of Israel for their liability due to any act or omission of the Consultant in connection with the services, subject to a "cross liability" Section."	
	A:	The Tender Committee rejects the request.	
18.	**Q:**	A clarification from the Tender Committee regarding **Appendix 9** *(Insurance).*	
	A:	The Tender Committee informs all Bidders that, due to a clerical error, Appendix 9 *(Insurance)* was not published in its complete form. The full and updated version of Appendix 9 is attached as **Annex B** to this Addendum and shall replace and supersede the previously published version.	

Annex B

Appendix 9 – Insurance

1. Without derogating from the Consultant's responsibility under the terms of this Agreement or of any Law, the Consultant represents and warrants that it shall maintain at its sole expense, during the period of this agreement, and in respect of Professional Liability Insurance, for an additional period of at least seven years, the following insurance policies with reputable first class insurers:

    1.1 Third-Party Liability Insurance covering the legal liability of the Consultant and its employees in connection with this Agreement, towards third parties, for physical injuries and/or property damages which may arise as a result of the performance of this Agreement. The limit of liability thereof shall not be less than **1,000,000 US$** for any one occurrence and in the aggregate for any annual insurance period. The policy shall be extended to indemnify the Owner and / or the state of Israel for their liability due to any act or omission of the Consultant in connection with the services, subject to a "cross liability" Section.

    1.2 Employers Liability Insurance and/or Workmen's Compensation (as applicable) covering liability towards any and all persons who shall be engaged by the Consultant in any duties connected with this Agreement. The policy shall be extended to indemnify the Owner and / or the state of Israel As the consultant's employees will be considered as employees of the Owner and / or the state of Israel.

    1.3 Professional Liability Insurance covering the legal liability of the Consultant as a result of any negligent act, error or omission of the Consultant, its employees, agents or other parties that may be engaged by the Consultant in connection with this Agreement arising out of the performance of this Agreement. The limit of liability thereof shall be no less than **10,000,000 US$** for any one occurrence and in the aggregate for any annual insurance period. The retroactive date must coincide with, or precede, the commencement of the Agreement;

    The policy shall be extended to indemnify the Owner and / or the state of Israel for their liability due to any act or omission of the Consultant in connection with the Agreement, subject to a "cross liability" Section.

2. The Consultant's insurances required under this Section are primary and precedent to any of the Owner and/or the state of Israel insurances, and the Consultant's insurers shall waive their right to contribution from any of the Owner and/or the state of Israel insurers with respect to

any damage covered by the Consultant's insurance policies.

3. The insurance policies shall include a waiver of subrogation against the Owner and / or the state of Israel. The waiver of subrogation shall not apply to the benefit of any natural person who causes malicious damage.

4. The Consultant insurance policies will include an explicit stipulation according to which the Consultant and/or the insurer are not entitled to cancel them and/or decrease their scope, unless the insurer sends the Owner notification by registered mail 60 days in advance, of its intention to do so.

5. The Consultant represents and warrants that it shall not have any claims, demands and/or actions against the Owner and/or anyone on its behalf and/or the state of Israel, concerning damage to its property or other property used in performing services. The foregoing shall not apply for the benefit of anyone who caused damage with malicious intent.

6. The Consultant waives and shall have no claims or demands of any kind against the Owner and/or anyone on its behalf, with respect to the content and/or extent and/or coverage of the insurance policies required to be purchased by it under this Section, and the Consultant hereby confirms that it shall be prevented from raising any such claim or demand. For the avoidance of doubt, it is agreed that the insurance policies required to be purchased under this Section, including the limits specified herein, are stated as a minimal demand from the Consultant. The Consultant is encouraged to further scrutinize its exposure to liability and to add and/or increase the types and scope of insurance coverage.

7. The Consultant shall bear any and all insurance premiums and deductibles stated in the insurance policies for each and every claim so that the Owner shall receive full recovery of each loss.

8. The Consultant undertakes to submit to the Owner signed copies of the Consultant’s insurance policies, or a certificate of insurance, within 7 days of the signing of this Agreement.

9. In the event that any insurance policy is due to expire or lapse prior to the end of the required validity period as specified in clause 1 above, at least thirty (30) Days prior to the date on which it is due to expire or lapse, the consultant shall: (i) renew and extend the applicable insurance policy; and (ii) provide the owner with a duly renewed and extended certificate of insurance or insurance policy document in respect of the applicable insurance policy.

10. However, notwithstanding the foregoing, the Owner shall nevertheless be and remain entitled, at his sole discretion, to require that the Consultant submit both the certificates of insurance and the insurance policy documents (signed by its insurer/insurance broker).

11. In all cases of incompatibility between the Consultant’s insurance policies / certificates of insurance, which is stated in this Agreement, the Consultant undertakes to make the

appropriate changes so as to ensure their compatibility with the terms of this Agreement, within 7 days of the Owner's request. It is hereby agreed that presentation of the policies to the Owner and/or changes made to the policies do not constitute Owner's confirmation with regard to their conformity and they do not in any way constitute Owner's approval with regard to their conformity. Furthermore, such presentations or changes do not in any way limit or restrict the Consultant's responsibility towards the Owner under the terms of this Agreement and/or any other Law and they do not incur any liability upon the Owner.

12. Breach of terms of any insurance policy by Consultant's and/or anyone acting on its behalf shall not prejudice the owner's indemnity in accordance with the insurance policies.

<u>Tender no. 143/2025</u>

Assurance Management and Technical Auditing Services for the Metropolitan Tel Aviv Mass Transit System

Volume 1 – Invitation to Bid

Part I. the Invitation

CONTENTS

1 DEFINITIONS

Unless otherwise expressly provided hereunder, all capitalized terms used in this Invitation to Bid, and the Appendices thereto shall have the meaning ascribed to them in the Tender Documents:

Addendum or **Addenda**	-	Means as set out in Section 4.4.1.
Audit's Financial Proposal or **AFP**	-	Shall have the meaning ascribed thereto in Section 7.5.5 *(Audit's Financial Proposal)* below.
Authorized Representative	-	Means as set out in Section 6.2.1 of this ITB.
Bid or **Bid Submission**	-	The Bid submitted by a Bidder in accordance with the provisions of this ITB.
Bidder	-	Means as set out in Section 2.6 of this ITB.
Bid Bond	-	Means as set out in Section 2.2 of **Volume 1 (ITB); Part II *(Threshold Requirements)***, and Annex A therein *(Bid Bond)*.
Bidders' Conference	-	Means as set out in Section 2.11 of this ITB.
Big Task	-	Shall refer to any Task(s) under Audit with an estimated or actual value of the construction phase or procurement or manufacturing (as applicable) of Five Hundred Million and One NIS to One Billion NIS (NIS 500,000,001 to NIS 1,000,000,000).
Calculated Financial Proposal or **CFP**		Shall have the meaning ascribed thereto in Section 7.5.4 *(Establishment of the Calculated Financial Proposal)* below.
Financial Statements	-	Means as set out in Section 1 of **Volume 1 (ITB); Part II *(Threshold Requirements)***.
Control	-	Shall have the meaning ascribed thereto in Section 1 of the Securities Law 1968.
Clarification Submission Deadline	-	Means as set out in Section 2.9 *(Anticipated Schedule for the Tender Process)* below.

Consultant	-	Means the Successful Bidder after signing the Services Agreement with NTA (if the Agreement will be signed).
Current Agreement	-	Means as set out in Section 2.5 of this ITB.
Current Service Provider	-	Means as set out in Section 2.5.
Declared Entity	-	Shall mean an Entity: (i) declared under Section 3 and\or Section 9 of the Law for the Struggle with Iran's Nuclear Program from 2012; and\or (ii) declared under 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.
Deputy PAO Manager	-	Shall have the meaning ascribed thereto in **Appendix 2** *(Scope of Services)* of the Agreement.
Deputy TAT Manager	-	Shall have the meaning ascribed thereto in **Appendix 2** *(Scope of Services)* of the Agreement.
Deviation	-	Means as set out in Section 9.6 *(Tender Committee's Prerogatives)*
Entity	-	Shall mean any corporation or partnership recognized by law within its domicile, excluding individuals.
Evaluation Process	-	Means as set out in Section 7.1 below.
Financial Proposal	-	The information submitted by the Bidder within **Tender Form 18** in accordance with the provisions of **Annex C of this ITB.**
Interested Parties	-	Shall have the meaning in accordance with the Companies Law 5759-1999 ("בעל ענין").
Law(s)	-	Means all laws, statutes, ordinances, regulations and orders of the State of Israel and any by-laws of any municipal or public authority of the State of Israel, including municipal by-laws, procedures and permits, directives, specifications, standards, safety requirements; decisions of any Ministry of the

		Government of the State of Israel and all rules, applicable standards and administrative orders in effect in the State of Israel, and all as may be amended, updated or replaced from time to time.
Letter of Award	-	A notice was issued by NTA to the Successful Bidder, approving the selection of his Successful Bid.
Lowest CFP or **LCFP**	-	Means the lowest Calculated Financial Proposal, calculated in accordance with the provisions of Section 7.5.7 *(Total Financial Score (TFS))* below.
Mean of Control	-	Shall have the meaning ascribed thereto in the Securities Law, 1968
Major Task	-	Shall refer to any Task(s) under Audit with an estimated or actual value of the construction phase or procurement or manufacturing (as applicable) beyond One Billion (NIS 1,000,000,000).
Medium Task	-	Shall refer to any Task(s) under Audit with an estimated or actual value of the construction phase or procurement or manufacturing (as applicable) of One Hundred Million and one NIS to Five Hundred Million NIS (NIS 100,000,001 to NIS 500,000,000).
NIS	-	New Israeli Shekel.
NTA or **the Owner**	-	N.T.A. – Metropolitan Mass Transit System Ltd.
NTA's Requests for Clarification	-	Means as set out in Section 9.4.
NTA's Website	-	http://www.nta.co.il/en
Offence	-	Shall mean criminal offences included in Chapters 7 (National Security, Foreign Relations and Official Secrets), 8 (Offences against the Public Order and the Society), 9 (Offences against the Government and the Law) and 10 (Bodily Harm) of the Penal Code, 1977; Criminal offences in Sections 384A, 402, 413E, 415, 418, 423, 425, 427, 428 and 456 of the Penal Code, 1977; Offences under the Antitrust Law, 1988; Offences

		under the Securities Law, 1968; Offences under the Prohibition on Money Laundering Law, 2000; Offences under the Planning and Building Law, 1965; or any other criminal offence which results in a prison sentence of at least one (1) year; or if the Entity or any office holder or representative thereof is not a citizen or a resident of the State of Israel, analogous offences committed under the laws of its domicile, provided that the conviction for such offence (committed in Israel or outside of Israel) was given during the seven (7) years preceding the Bid Submission Date.
PAO	-	shall have the meaning ascribed thereto in **Appendix 2** *(Scope of Services)* to the Agreement.
PAO Manager		shall have the meaning ascribed thereto in **Appendix 2** *(Scope of Services)* to the Agreement.
Performance Security	-	Shall have the meaning ascribed thereto in Clause 6 of the Agreement.
Project Management Consultants or PMCs	-	Shall have the meaning ascribed thereto in **Appendix 2** *(Scope of Services)* to the Agreement.
Privileged Information	-	Parts of the Bid (including clarifications with respect thereto) marked and specified by the Bidder as being of a commercially sensitive or confidential nature, according to Section 5.8 of this Invitation.
Program	-	Shall have the meaning ascribed thereto in **Appendix 2** *(Scope of Services)* to the Agreement.
Project(s)	-	Shall have the meaning ascribed thereto in **Appendix 2** *(Scope of Services)* to the Agreement.
Quality Proposal	-	The information submitted by the Bidder within **Tender Forms 7 to 8, 10 to 11 and 16**, in order to demonstrate Bidder's previous professional experience for achieving scoring according to the Evaluation Criteria as set forth in **Volume 1; Part III** *(Evaluation Criteria)*.
Quality Proposal Score or **QPS**	-	Shall have the meaning ascribed thereto in **Volume 1** ***(ITB)*****;** **Part III** *(Evaluation Criteria)*.

Quantity for Evaluation	-	Shall have the meaning ascribed thereto in Section 7.5.4 *(Establishment of the Calculated Financial Proposal)* below.
Requests for Clarification	-	Means as set out in Section 3.4.
Regulations	-	Means as set out in Section 3.1.1.
Redacted Copy	-	Means the copy of the Bid described in Section 5.7.2 of this Invitation.
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.
Retainer Financial Proposal or RFP		Shall have the meaning ascribed thereto in Section 7.5.6 *(Retainer Financial Proposal)* below.
Relevant Key Employee	-	Shall have the meaning ascribed thereto in Section 6.2 *(Retainer)* of **Annex C** *(Financial Proposal – Submission Instructions)* of this **ITB**.
Second Ranked Bidder	-	The Bidder who submitted the highest overall ranking Bid, excluding the Successful Bidder.
Services	-	Shall mean the Services to be provided by the Successful Bidder after (and if) signing the Agreement with NTA and in accordance with the provisions thereof.
Services Agreement	-	The service agreement for Assurance Management and Technical Auditing Services, including (i) each and every document mentioned and listed in Annex A and (ii) each and every annex, annexure, appendix, attachment, exhibit, schedule, and form attached thereto, referred to therein and/or incorporated therein, all as amended from time to time in accordance with the provisions of the Agreement.
Small Task	-	Shall refer to any Task(s) under Audit with an estimated or actual value of the construction phase or procurement or manufacturing (as applicable) of up to One Hundred Million NIS (NIS 100,000,000)

Stage(s)	-	Shall have the meaning ascribed thereto in Section 7 below.
Submission Date or **Bid Submission Date**	-	Shall have the meaning ascribed thereto in Section 2.9 of this ITB
Successful Bid	-	The Bid was selected by NTA as the awarded Bid of the Tender. Unless otherwise determined by NTA under Section 9.8.3, the successful Bid will be the highest overall ranking bid.
Successful Bidder	-	The Bidder who submitted the Successful Bid.
TAT	-	Shall have the meaning ascribed thereto in **Appendix 2** *(Scope of Services)* to the Agreement.
TAT Manager		shall have the meaning ascribed thereto in **Appendix 2** *(Scope of Services)* to the Agreement.
Task under Audit	-	Shall refer to a Tender, Project, sub-project, particular, or specified work package that is assigned as a separate task and evaluated according to the scope of the task that is the subject of the assigned audit. Where the Task under Audit is the full scope of the Tender/Project, the determination shall be according to its size
Tender or **Tender Selection Stage** or **Tender Process**	-	An international competitive procedure for selecting a Consultant will be conducted according to the Israeli Mandatory Tenders Law, 5752-1992, the Israeli Mandatory Tender Regulations, 5753-1993, and the provisions of this ITB.
Tender Committee	-	Shall mean the committee appointed by NTA in order to manage the Tender Process
Tender Committee's Notification	-	Means as set out in Section 9.9.3.
Tender Documents	-	All documents listed in **Appendix A** attached hereto, any appendices, attachments, and Addenda thereto, and any other document published by NTA in accordance with Section 4.4 (*Addenda*) prior to the Submission Date.

Tender Form(s)	-	Shall mean each and every form attached to the Tender Documents including all appendices thereto.
Term of the Agreement	-	Shall have the meaning ascribed thereto in the Agreement.
Total Combined Score or TCS	-	Means the total combined score calculated in accordance with the provisions of Section 7.6 *(Stage 4 – Determination of the Total Combined Score)* below.
Total Financial Score or **TFS**	-	Means the total financial score calculated in accordance with the provisions of Section 7.5.7 *(Total Financial Score (TFS))* below.
Threshold Requirements	-	Shall mean the General Requirements, Professional Requirements, and Financial Requirements.
Voluntary Pre-Ruling of Bid Bond	-	Means as set out in Section 7 of **Volume 1 (ITB); Part II *(Threshold Requirements)*, and Annex A** therein *(Bid Bond)*.

2 OVERVIEW

2.1 **General Description of the Program**. NTA—Metropolitan Mass Transit System Ltd. (NTA) is a government-owned company responsible for developing and constructing mass transit systems in the Tel Aviv metropolitan area, including three (3) LRT lines and (3) Metro Lines. A general description of the Program and the various Projects (the various LRT and Metro lines) is attached as **Attachment A** to **Appendix 2** *(Scope of Services)* of the Agreement.

2.2 **General Description of the Required Services**. NTA has chosen to adopt an extensive rail transit program assurance approach embracing quality, systems engineering, Reliability, Availability, Maintainability, and Safety (RAMS), sustainability, human factors, safety, and technical assurance processes, as well as other good industry practices and processes as applicable. To assist with this approach, NTA is looking forward to receiving a Bid for a consultancy company to conduct an external independent program and quality assurance role, create and manage a Program Assurance Office, and carry out the role of a Technical Audit Team to ensure that the Program is world-class and performed according to agreed requirements duly reviewed and validated by the Project Management Consultants and/or Line Managers dedicated to each Project, as detailed in **Appendix 2** *(Scope of Services)* of the Agreement

2.3 By submitting their Bids, Bidders acknowledge that NTA does not commit to procuring Services from the Successful Bidder at any minimum amount. Furthermore, Bidders agree not to assert any claims or demands of any nature for any potential damages or losses, whether incurred by themselves or others, arising from the Scope of Services required under the Agreement.

2.4 **One Successful Bidder.** Subject to the provisions of Section 9.8 below, NTA intends to select one (1) Successful Bidder in this Tender.

2.5 The Current Service Provider

2.5.1 Bidders are hereby informed that NTA is currently engaged in an active agreement with RINA CONSULTING S.P.A. ("**Rina**") for the provision of the Services, under a previous tender (Tender no. 0045/2015) which is valid until February 16, 2026. Rina is referred to herein as "**the Current Service Provider**" and the agreement as "**the Current Agreement**".

2.5.2 It is clarified that the Current Service Provider shall continue to be responsible for the execution and delivery of services related to tasks previously assigned to them or pertaining to issues already under their purview. This responsibility arises from the Current Agreement between the Current Service Provider and NTA.

2.5.3 Furthermore, the Bidders are hereby notified that the Current Service Provider is eligible to participate in this Tender Process and is not restricted from submitting a Bid.

2.5.4 It is hereby clarified that if the Current Service Provider is awarded the Services Agreement through this Tender Process, NTA reserves the right to assign audit tasks only to the Current Service Provider either under the Current Agreement (as long as it is still valid, including regarding uncompleted audits and/or related obligations and/or tasks) or under the terms of the Services Agreement resulting from this Tender. This decision will be made at the sole discretion of NTA, considering factors such as the terms of each Agreement and the associated costs, with priority given to the Agreement offering the lower consideration for the relevant tasks.

2.6 General Requirements – The Bidder

Each Bidder shall comply and satisfy all of the following requirements:

2.6.1 It is a single Entity duly organized and validly existing under the Laws of the jurisdiction in which it is organized.

2.6.2 It has all requisite corporate power and authority to own and operate its properties and carry on its business as currently conducted or proposed to be conducted to award the Services (including participation in this Tender).

2.6.3 Its incorporation documents do not contain any provision that may restrict or limit its ability to undertake and provide NTA the required Services.

2.6.4 There are no actions or proceedings pending nor, to the best of its knowledge, there are no actions or proceedings that might result in dissolution, liquidation, the freeze of assets, bankruptcy, insolvency, the appointment of a trustee, a liquidator or a receiver (including temporarily), or any other analogous situation.

2.6.5 It and any Interested Party, including the office holders thereof involved in this Tender or in the consulting services on its behalf (including individuals), are not residents or citizens of a state that does not have diplomatic relations with the State of Israel.

2.6.6 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 Tender Process or in the consulting services on its behalf are not Declared Entities or Related Entities of the Declared Entities.

2.6.7 Subject to the provisions of Section 2.7 *(An Entity Charged with, or Convicted of an Offence)* below, it and any Interested Party thereof (including individuals involved in the Tender Process), have not been convicted of an Offence and no indictment (criminal charges) with respect to an Offence has been filed (submitted) against any of such.

2.6.8 It respectfully complies with the General Requirements, Threshold Requirements, and Financial Requirements as specified in **Volume 1 part II** *(Threshold Requirements)*.

2.7 An Entity Charged with, or Convicted of an Offence

2.7.1 In the event that a Bidder or any Interested Party thereof does not comply with the requirement of Section 2.6.7 above, the Bidder shall submit to the Tender Committee relevant information with respect to the applicable Offence(s). Such information is to be submitted within **Tender Form 1**.

2.7.2 The Tender Committee may, at its sole discretion, (i) disqualify the Bidder from participating in the Tender Process; or (ii) impose conditions and restrictions concerning its participation in the Tender Process. In each case as the Tender Committee shall deem fit.

2.7.3 Any decision reached by the Tender Committee may be published in an Addendum without disclosing the identity of the relevant Entity or the nature of the Offence (unless otherwise determined by the Tender Committee, at its sole discretion).

2.7.4 The Tender Committee may exercise its rights hereunder either prior to or following the Bid Submission Date.

2.7.5 This Section 2.7 *(An Entity Charged with, or Convicted of an Offence)*, does not derogate from any of the Tender Committee's rights and prerogatives under this Invitation or the Law.

2.8 Term of the Agreement

2.8.1 Provided that all applicable conditions set forth in this Invitation to Bid have been met and fulfilled, the Agreement shall commence on and be effective, valid, enforceable, and binding for a period of seven (7) years as from the Effective Date (the "**Initial Term**").

2.8.2 NTA, at its sole discretion, may extend the Initial Term for three (3) additional periods of one (1) year (each "**Additional Terms**").

2.9 Anticipated Schedule for the Tender Process

Without derogating from the right of NTA to change any of the following, at any time and at its sole discretion, the anticipated schedule for the Tender is as follows:

Activity	Date
Last date for submission of Requests for Clarification by the Bidders (the **"Clarification Submission Deadline")**	~~13.7.2025~~11.8.2025, by no later than 14:00 (**Israel Standard Time**)
Bidders' Conference	will be announced separately (if applicable)
Last date for submission for Voluntary Pre-Ruling of Bid Bonds as detailed in Section 7 ***(Voluntary Pre-Ruling of Bid Bond)*** **of Annex A to Volume 1** ***(ITB)*****; Part II** ***(Threshold Requirements)*****.**	~~30.7.2025~~8.9.2025
Bid Submission Date	~~20.8.2025~~~~17.9.2025~~29.9.2025, by no later than 14:00 (**Israel Standard Time**)
Bid Bond Expiry Date	~~20.8.2026~~29.9.2026

2.10 Access to Documents

2.10.1 Any Bidder wishing to participate in the Tender Process may view the Tender Documents on the NTA's Website.

2.10.2 The Tender Committee or anyone on its behalf shall not be responsible in any respect for any damage or loss of any kind whatsoever suffered by a Bidder or anyone on its behalf due to an error or omission with respect to any information provided under this Section 2.10 *(Access to Documents)*.

2.10.3 NTA will not be responsible for the completeness of the Tender Documents and their Addenda if they were not obtained via NTA's Website.

2.10.4 Bidders will carefully examine all instructions, forms, terms, and specifications included in the Tender Documents. Failure to furnish the information or documentation required by the Tender Documents or submission of a Bid not fully compatible with the Tender Documents in every respect may result in the rejection of the Bid in accordance with Section 9.5 *(Rejection or Disqualification of the Bids)* below.

2.10.5 Subject to any applicable Laws, NTA, and anyone acting on its behalf, shall not be liable and shall bear no responsibility towards any Bidder or anyone on its behalf for any damages, liabilities, and expenses (including, without limitation, legal costs and settlement costs) whatsoever, arising out of or attributable to any content or other material or loss or corruption of documents or information provided by NTA, any third party or by any Bidder, using NTA's Website.

2.11 Bidders' Conference

2.11.1 NTA may hold a Bidders' conference (the "**Bidders' Conference**"). If NTA decides to hold the Bidders' Conference, the Bidders will be notified of all relevant details in an Addendum, including whether attendance is mandatory or voluntary.

2.11.2 Following the Bidders' Conference (**<u>should it occur</u>**), at its sole discretion, NTA may issue minutes of the Bidders' Conference to all Bidders and may issue an Addendum to the Tender Documents. Bidders must note that only an Addenda to the Tender Documents issued by NTA following the Bidders' Conference shall be binding. NTA shall not be bound by, and Bidders shall not rely on, any oral information provided by NTA or anyone on its behalf or by Bidders during the Bidders' Conference, and any such information as provided shall serve only as general background.

2.11.3 Any information, questions, or clarifications presented by NTA at the Bidders' Conference does not, in any way, restrict NTA's right or obligate NTA to issue an Addendum to the Tender Documents or to postpone any of the dates contained therein.

3 TENDERING RULES

3.1 Governing Law

3.1.1 The Tender process shall be governed and construed in accordance with the provisions of all applicable Laws, including the Mandatory Tenders Law

5752-1992 and the Mandatory Tender Regulations 5753-1993 ("**Regulations**").

3.1.2 The applicable court of Tel Aviv shall have the sole and exclusive jurisdiction over all matters and all disputes arising in connection with the Tender process.

3.2 Conformity with All Applicable Laws

Each Bidder is assumed to have obtained legal advice. The Bidders and the Bids submitted by them shall abide by the Law. Bidders shall be subject to any changes in the Law, should such changes be introduced during the Tender process.

3.3 Cost incurred by the Bidders' Participation in the Tender process

Any and all costs and expenses incurred by the Bidders and anyone on their behalf with respect to and/or in connection with their participation in the Tender Process (including, without limitation, preparation and submission of the Bid, and including changes and requests for further clarifications), will be borne by such Bidders regardless of the conduct or outcome of the Tender Process. Bidders and anyone on their behalf will not be reimbursed for such costs and expenses.

3.4 Clarification of the Tender Documents

3.4.1 Without derogating from the provisions of Section 5.4 *(Priority of Documents)* below, in the event of any discrepancy, ambiguity, or inadequacy in the Tender Documents, the Bidders are required to immediately notify NTA.

3.4.2 Bidders, in accordance with the provisions of this Section 3.4 *(Clarification of the Tender Documents)*, may raise questions and request clarifications or interpretations to the Tender Documents, in writing, from NTA by no later than the Clarification Submission Deadline. Such Requests for Clarifications shall be addressed in writing only to the Tender's Mailbox: **Tender1@nta.co.il**.

3.4.3 Requests for Clarifications shall be submitted via e-mail in a signed PDF file and in an **open** Excel file in the following format:

Clarification No.	Document and Section (reference to the relevant Section in the applicable Tender Document)	Clarification/ Question
….	….	….
….	….	….

3.4.4 NTA is not obligated to clarify or interpret the Tender Documents, respond to any Request(s) for Clarification, or publish any of the Requests for Clarification submitted to it in their original form.

3.4.5 The Tender Committee reserves the right to ignore Requests for Clarifications not submitted per the foregoing requirements. Any Request for Clarification submitted after the final date for the submission of Requests for Clarifications stipulated in Section 2.9 (*Anticipated Schedule for the Tender Process)* will be accepted or rejected, answered or not, at the sole discretion of the Tender Committee.

3.4.6 NTA may request a Bidder to clarify any part of its Request for Clarifications, including by meeting with the Bidders or any of them (in a joint or separate meeting).

3.4.7 Although NTA has no obligation to clarify or interpret the Tender Documents, it may issue an Addenda to clarify or interpret them in response to Requests for Clarifications or as an initiated clarification, in accordance with the provisions of Section 4.4 (*Addenda*) below.

3.4.8 The Tender Committee may rephrase any Request for Clarification as it shall deem fit under the circumstance.

3.4.9 NTA shall not be bound by, and Bidders shall not rely on, any oral interpretation or clarification of the Tender Documents. Any response or non-response by the Tender Committee to any Request for Clarification by Bidders shall not be construed as approval or agreement unless explicitly stated in writing by the Tender Committee. Bidders may only rely upon written Addenda published by NTA.

3.4.10 A response by the Tender Committee to any Request for Clarification shall not derogate from any of the discretions or prerogatives of the Tender Committee under this ITB, including (inter alia) under Section 4.4 *(Addenda)* below.

4 <u>CONFIDENTIALITY AND INTELLECTUAL PROPERTY</u>

4.1 The Tender Documents and any and all intellectual property rights therein are exclusively owned by NTA and are entrusted with the Bidders for the sole purpose of participation in the Tender Process.

4.2 By participating in the Tender Process, each Bidder is deemed to have agreed to keep in strict confidence, not to disclose and not to make any use, whether partially or wholly, of any information or data, in any form or media, provided to it by or on behalf of the Tender Committee or made known to it otherwise as a result of or in connection with this ITB or the Tender Process, except that each Bidder may use such information or data solely for the purpose of preparing its Bid. It is hereby clarified that this Section does not apply to documents and/or information published by NTA on NTA's Website

4.3 By submitting a Bid, each Bidder is deemed to represent and warrant to the Tender Committee that except for the information as redacted in the Redacted Copy submitted by the Bidder in accordance with Section 5.8 *(Identification of Sensitive and Classified Information ("Redacted Copy") and Disclosure of Documents)* below:

4.3.1 It is not precluded from providing the data and information contained in its Bid or any part thereof.

4.3.2 It has the right to make all disclosures that are made in its Bid.

4.4 Addenda

4.4.1 NTA reserves the right to revise, modify, amend, clarify, add, eliminate or otherwise change the provisions of the Tender Documents or any part thereof, including any instruction, requirement, specification, evaluation criteria or date contained therein. Such revisions, if any, shall be announced by written addenda to the Tender Documents and published on NTA's Website ("**Addendum**" or "**Addenda**").

4.4.2 Without derogating from the foregoing, the Tender Committee may: (i) postpone any date or period stipulated in Section 2.9 *(Anticipated Schedule for the Tender Process)* above even if such date or period has already passed or elapsed (excluding the Bid Submission Date if already has passed); and/or (ii) amend any change and/or clarification introduced in any Addenda.

4.4.3 No answers, changes, clarifications or amendments to any such date(s) or periods, or to any previous Addenda or to the Tender Documents shall be binding unless issued as an Addendum.

4.4.4 Neither NTA nor the Tender Committee shall be bound by, and Bidders shall not rely on, any oral communication to the Tender Documents.

4.4.5 Any Addendum published by the Tender Committee shall constitute an integral part of the Tender Documents.

4.4.6 Should any Addendum result from any Request for Clarification submitted by a Bidder, the identity of such Bidder shall not be disclosed.

4.4.7 Addenda shall be published on NTA's Website. Notices of their publication may, at NTA's sole discretion, be emailed to all Bidders who have addressed the Tender Committee with Request(s) for Clarification(s). In the event that a notice of Addenda is sent to the Bidders, the Bidders shall be required to acknowledge receipt of the notice of Addenda (if any) in writing no later than two (2) days following receipt thereof by a returned email to the Tender Committee.

4.4.8 The foregoing does not derogate from the provisions of Section 4.4.9 below and shall not be construed as creating any obligation on the part of NTA or the Tender Committee to inform any Bidder of any one or more Addendum published on the NTA's Website.

4.4.9 Bidders are required to check the Website on a regular basis for any Addenda, during the Tender Process and prior to the Bid Submission Date.

4.4.10 Without derogating from the provisions of Section 2.9 *(Anticipated Schedule for the Tender Process)* above and this Section 4.4 *(Addenda)*, the Tender Committee may postpone the Bid Submission Date, or any other date herein, as shall be necessary in the opinion of the Tender Committee to enable the Bidders to revise their Bids 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.

4.5 Information Supplied to Bidders

4.5.1 Bidders are required to make themselves familiar with all Tender Documents.

4.5.2 It is clarified that any reliance by the Bidders or anyone on their behalf on any information contained in the Tender Documents in their Bid, the signing of the Services Agreement and the performance of the Services, and the making of any omissions, interpretations, or conclusions from information which is made available by NTA, is at Bidders' sole responsibility.

4.5.3 NTA shall not be responsible in any respect for any loss or damage whatsoever suffered by Bidders, their employees, officers, agents, or any other persons for whom Bidders may be contractually or legally responsible or accountable by reason of any use of the information contained in the Tender Documents or provided in connection therewith, or any act or omission in reliance thereon.

5 METHOD OF SUBMISSION

The Bids shall be submitted in accordance with the following provisions:

5.1 Compliance with the Requirements of the Tender Documents

5.1.1 Bidders shall prepare their Bids in strict conformity with the requirements of the Tender Documents. Bidders shall answer all parts relevant to the Bids in an accurate and detailed manner, disclosing all the information requested, as well as any additional information or data required to clarify, substantiate, and, in general, support the Bid by the Bidder.

5.1.2 The Financial Proposal shall be prepared in accordance with the provisions of **Annex C** *(Financial Proposal – Submission Instructions)* of this ITB. Without derogating from the generality of the foregoing, Bidders are referred to Section 3, Volume 1, Part III *(Evaluation Criteria)* and **Appendix 2** *(Scope of*

Services) of the Agreement regarding the inclusion of all Consultant's contractual commitments and obligations within its Financial Proposal.

5.1.3 Bidders who provide partial or incomplete information, including an incomplete Tender Form or lack of suitable evidence where requested, may be disqualified. Such disqualification will be at NTA's sole discretion.

5.2 The Bid Envelopes

5.2.1 Envelope no. 1 – General Information, Threshold Requirements and Evaluation Criteria

5.2.1.1 Each Bidder shall submit within Envelope 1, all documents required to be included therein in accordance with the provisions of the Tender Documents.

5.2.1.2 For the convenience of the Bidders, but without derogating from the responsibility of the Bidders pursuant to Section 4.5 (*Information Supplied to Bidders*) above, Envelope 1 shall include the following documents and information:

5.2.1.2.1 Tender Forms 1 to 17, and 19 (as detailed in Annex A – List of Tender Documents), completed, pursuant to all relevant requirements.

5.2.1.2.2 Signed Tender Documents – All documents listed in Annex A (List of Tender Documents), including:

5.2.1.2.2.1 Invitation to Bid and all Annexes and attachments

5.2.1.2.2.2 Signed Services Agreement (to be attached to Tender Form 17)

5.2.1.2.2.3 Addenda, Clarifications, and any other document published by NTA in accordance with Section 4.4 (*Addenda*) prior to the Submission Date.

5.2.2 Envelope no. 2 – The Financial Proposal

Each Bidder shall submit its Financial Proposal, which shall be prepared in accordance with the provisions of **Annex C** *(Financial Proposal – Submission Instructions)* of this ITB.

5.3 No Unauthorized Modification

Bidders shall not modify or supplement any of the Tender Documents, including Tender Forms.

5.4 Priority of Documents

5.4.1 During the Tender Process, in the event of discrepancies between any of the provisions of the Tender Documents, 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 shall be brought to the attention of the Tender Committee as soon as possible.

5.4.2 During the Term of the Agreement, the provisions of the Agreement with respect to the order of precedence shall apply.

5.5 Language of the Bid

5.5.1 The Bids and the statements contained therein and all other documents constituting the Bid are to be submitted in English, in typed form.

5.5.2 Any such documents and printed literature Submitted by the Bidder in any other language must be accompanied by a translation to English. NTA reserves its right to require an authenticated copy of the translation in accordance with the applicable Laws of the relevant jurisdiction in the matter. In this case, for interpretation purposes, the translation to English shall prevail.

5.5.3 The Tender Committee reserves the right, at its sole discretion, to conduct parts of the Tender Process in Hebrew, including in its meetings, discussions, protocols, correspondences, negotiations, and responses to Requests for Clarification, etc. (of which no translation will be provided).

5.6 Signing of the Bids

5.6.1 The Bids shall be duly signed as applicable, in the designated areas for signatures, by the person/persons duly empowered and authorized to sign on behalf of the Bidder and/or to bind the Bidder for all required matters in connection with the Bid. The name and position held by each person signing on behalf of the Bidder must be typed or printed below the signature.

5.6.2 All pages of the Bid will be enumerated, and the Bid will include a detailed table of contents.

5.6.3 Each Tender Form and information submitted therein shall be duly signed by the relevant Entity as provided in such Tender Form.

5.6.4 The Agreement shall be duly signed by the Bidder in the designated areas and attached to the Bid as required.

5.6.5 Adjacent to every signatory's signature (excluding signatures in initials only) within the Bid, there shall be confirmation by an attorney identifying the signatory and confirming that the signatory is authorized to commit such signatory in relation to the document on which such signature appears.

5.7 Number of Copies

5.7.1 The Bid documents must be submitted and clearly marked so by the Bidder's Authorized Representative as one (1) original and one (1) identical copy (two (2) altogether) [the identical copy shall be verified, approved, and signed as such by the Bidder's lawyer. The lawyer's signature shall appear on the cover of each copy].

5.7.2 The Redacted Copy of the Bid (as described in Section 5.8 (*Identification of Sensitive and Classified Information ("Redacted Copy") and Disclosure of Documents*) below shall be submitted in a separate sealed envelope clearly marked "Redacted Copy".

5.7.3 In addition, each copy shall include one (1) USB storage device, each containing a copy of the Bid documents in PDF format (Tender Forms shall be submitted in original PDF format, and other documents may be submitted in scanned PDF format). Notwithstanding the foregoing, the Financial Proposal shall be submitted separately in one (1) separate USB storage devise.

5.7.4 In the event of a discrepancy between any original copy and other copies (including the USB storage device copies), the original copy shall prevail.

5.8 Identification of Sensitive Information ("Redacted Copy") and Disclosure of Documents

5.8.1 Without derogating from the generality of the provisions of Regulation 21(e) of the Regulations (and the discretion of NTA), Bidders may (but are not required to) submit a Redacted Copy (an additional, separate copy of its Bid), with redacted clauses considered by said Bidder as commercial secrets, confidential information, trade secrets or other proprietary information which should be protected from disclosure. General confidentiality statements will be disregarded.

5.8.2 If a Bidder submits a Redacted Copy as specified in Section 5.8.1 above, then in addition to the copies of the executed Bid and the USB storage devices specified in Section 5.7 *(Number of Copies)* above, such Bidder shall submit an additional USB storage device containing a copy of its redacted Bid (the "**Redacted Copy**").

5.8.3 The Redacted Copy shall contain the Bidders entire executed Bid (excluding the Financial Proposal) in PDF format only, in which those parts of the Bid identified by the Bidder as being of a sensitive or confidential nature in accordance with this Section and which, in its opinion, should not be disclosed to other Bidders, shall be redacted (provided that any redacted information shall be clearly so marked in the Redacted Copy (and not simply omitted).

5.8.4 The attention of all Bidders is referred to the provisions below, which allow the Tender Committee to disclose information that the Bidder considers to be commercially sensitive or confidential.

5.8.5 The Financial Proposal shall not be deemed to constitute Privileged Information, notwithstanding its classification as such by the Bidder.

5.8.6 The Tender Committee will evaluate, as it deems necessary, the requests with respect to Privileged Information submitted by each of the Bidders. The decision of the Tender Committee with respect thereto will be issued to the Bidder. Without derogating from the discretion of the Tender Committee, it is expected that financial data of private companies shall in any case be deemed Privileged Information and shall not be subject to review by the Bidders.

5.8.7 If a Bidder did not identify parts of its Bid as being of a commercially sensitive or confidential nature, the Tender Committee will not be required to consider or determine the nature of such and shall be entitled to disclose such part.

5.8.8 If a Bidder identified parts of its Bid as being of a commercially sensitive or confidential nature ("**Privileged Information**"), such Bidder:

5.8.8.1 Shall not be entitled to claim that the other parts of its Bid (which have not been identified by it as Privileged Information) are of a commercially sensitive or confidential nature and cannot be reviewed by other Bidders; and

5.8.8.2 Shall not be entitled to review the Privileged Information or information which is of the same type or character as the Privileged Information in the Bids of other Bidders, unless otherwise determined by the Tender Committee, regardless of whether the Tender Committee has considered its requests for confidentiality, approved, or rejected such requests.

5.8.9 The foregoing shall apply with respect to all Bids (even if not specifically requested to apply such measures by a particular Bidder): (i) even if a Bidder did not submit any request with respect to Privileged Information; and (ii) even if the request of a Bidder with respect to Privileged Information was rejected by the Tender Committee; and (iii) even if the Tender Committee decides to apply its decision with respect to information it considers to be of a commercially sensitive or confidential nature (in a consistent manner).

5.8.10 Only following the announcement of the Successful Bidder and after the conclusion of the decision-making processes specified above by the Tender Committee the Bidders will be entitled to review the relevant protocols of the Tender Committee in connection with the selection process and the Bids submitted by the Successful Bidder, in accordance with Regulations 21(e)-21(f) of the Tender Regulations.

5.8.11 The foregoing review by a Bidder may be for a fee in an amount determined by the Tender Committee, including the Owner's costs associated with the preparation of the review.

5.9 Sealing and Marking the Bid

5.9.1 **Envelope No. 1**: Bidders shall seal the original and each of the copies of the Threshold Requirements and the Quality Proposal (and, as applicable, additional Redacted Copy as described in Section 5.8 *(Identification of Sensitive Information ("Redacted Copy") and Disclosure of Documents)* above, in an envelope clearly marked with the name and number: ***"Envelope No. 1 – General Information, Threshold Requirements and Quality Proposal for Assurance Management and Technical Auditing Services"***, and no other markings shall be made [this Envelope shall include all documents as specified in **Section 5.2.1 above**].

5.9.2 **Envelope No. 2**: Bidders shall seal the original and each of the copies of the Financial Proposal in an envelope clearly marked with the name and number: ***"Envelope No. 2 – Financial Proposal for Assurance Management and Technical Auditing Services"***, and no other markings shall be made. [this Envelope shall include **Tender Form 18, as detailed in Section 5.2.2 above**].

5.10 Submission Date

5.10.1 Without derogating from the Provisions of Section 4.4 *(Addenda)* above, Bids shall be submitted on the Bid Submission Date set forth in Section 2.9 *(Anticipated Schedule for the Tender Process)* above.

5.10.2 The Bids 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.

5.10.3 NTA may, at its sole discretion, postpone the Submission Date by issuing an Addendum in accordance with the provisions of Section 4.4 *(Addenda)* above.

5.11 Validity of the Bids

5.11.1 The Bid shall be valid for a period of twelve (12) months as of the Submission Date (the "**Validity Period**").

5.11.2 NTA may instruct one or more of the Bidders to extend the Validity Period of their Bids by two (2) additional periods of four (4) months each (each, an "**Extended Period**"). Immediately following the Tender Committee's notice, the Bids shall be valid until the end of the applicable Extended Period(s).

5.11.3 If the Bids' validity shall be extended per Section 5.11.2 above, the validity of the Bid Bonds shall be extended by the Bidder accordingly. Failure by a Bidder to extend the validity of its Bid Bond, as requested by the Tender Committee, may, *inter alia*, lead to the disqualification of the Bid and/or the forfeiture of the Bid Bond, all at the Tender Committee's sole discretion.

5.11.4 During the Validity Period (including any Extended Period(s) thereof), the Bidders shall not modify, cancel, retrieve, revoke, or rescind the Bid by any means or form, including by way of refraining from complying with any requirements or instructions issued pursuant to the provisions of the Tender Documents

6 GENERAL PROVISIONS RELATING TO THE PARTICIPATION OF BIDDERS

6.1 One Submission for Each Bidder

6.1.1 Each Bidder may submit only one Bid.

6.1.2 For the purpose of this Section 6.1, the term "**Bidder**" shall be deemed to include any person or Entity that exercises Control (as this term is defined in Section 1 of the Securities Law, 1968, as may be amended from time to time) over such Bidder, any Person under the common Control of such Bidder, and any person Controlled by such Bidder.

6.2 Authorized Representative

6.2.1 Each Bidder must appoint an authorized representative to act on behalf of and legally bind the Bidder and evidence such appointment in **Tender Form 2** *("Authorized Representative")*. The Bidder may replace the Authorized Representative by providing prior written notice to NTA.

6.2.2 The Authorized Representative must be vested with the authority to represent, act on behalf of, and legally bind the Bidder and shall be authorized to receive instructions, incur liabilities, and make representations for and on behalf of the Bidder during the Tender Process.

6.3 Advisors to the Tender Committee

6.3.1 By submitting **Tender Form 5** *(Declaration and Obligation of No Conflict of Interest)* each Bidder acknowledges that in the preparation of its Bid and in the rendering of the Services, it is strictly prohibited from having any conflict of interests between, on the one hand, any of its other activities and/or any of its other obligations or responsibilities and/or any of its personnel, consultants or subcontractors and, on the other hand, its obligations, responsibilities and rights with respect to this ITB, the Tender Process, the Services and the Services Agreement to be awarded, and/or NTA's Projects, including a conflict of interest which may arise as a result of engaging personnel, advisors or subcontractors of NTA.

6.3.2 Without derogating from the foregoing, **Annex B** *(List of Advisors to the Tender Committee)* of this ITB contains a list of advisors currently engaged or have been engaged as consultants to NTA, either directly or indirectly, in connection with this Tender ("**Advisors**"), and therefore Bidders are strictly prohibited from employing or engaging any of them for the purpose of this Tender or the performance of the Services, whether directly or indirectly. The aforesaid prohibition shall not apply to the engagement of Advisors by the

Bidder for purposes that are not connected to the Tender Process or NTA's other Projects; however, the Bidders shall nevertheless provide the Tender Committee with reasonable prior notice of any such engagement before the last date for submission of Requests for Clarification.

6.3.3 The Advisors listed in **Annex B** (*List of Advisors to the Tender Committee*) shall not participate in this Tender and shall not be nominated and/or provide services to the Bidders with regards to this Tender.

6.3.4 The Tender Committee reserves the right, from time to time, to update **Annex B** *(List of Advisors to the Tender Committee)* as it deems appropriate under the circumstances.

6.3.5 The prohibition in Section 6.3.2 above shall apply where the Advisor is an Entity and to any person engaged thereby.

6.3.6 Without derogating from the foregoing, Bidders are required to request the approval of NTA for engagements with any other advisors that are not listed in **Annex B** *(List of Advisors to the Tender Committee)*, to the extent the Bidder has knowledge that such are involved or were involved as consultants to NTA in connection with the Tender Process, or NTA's other Projects. The Bidder is required to request the approval of the Tender Committee for the engagement with the advisor by no later than the Clarification Submission Deadline.

6.3.7 If any information detailed within **Tender Form 5** *(Declaration and Obligation of No Conflict of Interest)*, and any update thereof, shall raise any concern regarding the existence of a Conflict of Interest, then the Bidder shall be required to act according to the Tender Committee's instruction in that matter. For the avoidance of doubt, it is clarified that NTA may approve the engagements or connections presented by the Bidder within **Tender Form 5** *(Declaration and Obligation of No Conflict of Interest)*, order the Bidder to cease them or stipulate on terms and conditions, all as it deems fit.

6.3.8 The attention of all Bidders is drawn to the provisions of the Agreement regarding the avoidance of conflicts of interest.

7 EVALUATION AND SELECTION OF THE SUCCESSFUL BIDDER

Bids submitted in response to this Tender will be examined and evaluated according to the following stages:

7.1 Evaluation Process

7.1.1 Without derogating from the Tender Committee's rights and prerogatives pursuant to this ITB and Law, the process of evaluation of the Bids and selection of the Successful Bidder (the "**Evaluation Process**") shall be conducted in four (4) stages (each a "**Stage**") as specified below.

7.1.2 Without derogating from the rights and prerogatives of the Tender Committee under the Tender Documents and Law, with respect to each Stage, the Tender Committee will proceed to the next Stage of the Evaluation Process with Bids which: (i) the Tender Committee deemed to have complied with the requirements of the Tender Documents which are applicable to the reviewed Stage; and (ii) were not otherwise disqualified pursuant to the provisions of this ITB.

7.1.3 During the Evaluation Process, the Tender Committee may be assisted by its advisors and experts in evaluating, reviewing, and scoring the Bids.

7.2 Opening of the Tender Box

7.2.1 The opening of the tender box shall be documented in a protocol

7.2.2 **Stage 1**: Review and evaluation of the general information submitted as part of the Bid and examination of the Bidder's compliance with the Threshold Requirements in accordance with the provisions specified in Section 7.3 below.

7.2.3 **Stage 2**: Evaluation of the Bidder's submission in regard to the Quality Criteria in accordance with the provisions specified in Section 7.4 below.

7.2.4 **Stage 3**: Evaluation of the Bidder's Financial Proposal, in accordance with the provisions specified in Section 7.5 below.

7.2.5 **Stage 4**: Determination of the Total Combined Score, in accordance with the provisions specified in Section 7.6 below.

7.3 Stage 1 – General Information and Threshold Requirements

7.3.1 During the first Stage of the Evaluation Process, Bidders' **Envelope No. 1** *(General Information, Threshold Requirements, and Quality Proposal)* will be opened.

7.3.2 NTA will review and evaluate the Threshold Requirements to determine whether they have been submitted in compliance with the requirements of the Tender Documents and whether the Bidder meets and demonstrates compliance with them as set forth in **Volume 1 Part II** (*Threshold Requirements*).

7.3.3 NTA will proceed in evaluating the Quality Proposal of those Proposals that NTA deems to have fully complied with the Threshold Requirements, provided they are not disqualified pursuant to the relevant provisions as specified in the ITB.

7.4 Stage 2 – The Quality Proposal

7.4.1 During the second Stage of the Evaluation Process, each Bidders' Quality Proposal (**Tender Forms 7 to 8, 10 to 11, and 16 of Envelope 1**) will be assessed and scored in accordance with the Criteria as set forth in Section 2 of Volume 1, Part III (*Evaluation Criteria*).

7.4.2 Bidders must receive a score of seventy percent (70%) or more of the hundred (100) points for the Quality Proposal Score.

7.4.3 NTA will proceed in evaluating the Financial Proposal of those Proposals that NTA deems to have fully complied with the Quality Proposal of the Tender Documents and scored seventy percent (70%) or more of the Quality Proposal Score as aforementioned, provided they are not disqualified pursuant to the relevant provisions as specified in the ITB.

7.4.4 If less than three (3) proposals received the minimum scores required pursuant to 7.4.2 above, the Tender Committee shall be entitled, at its sole discretion, to waive the minimum score requirements in a way that allows three (3) proposals to pass to the next Stage. When exercising its right under this section, the Tender Committee shall consider *inter alia*, the total number of Bids, the number of Bids who met the minimum score, and etc.

7.4.5 The score awarded for the Bidder's Quality Proposal shall be weighted as eighty percent (80%) of the Total Combined Score.

7.5 Stage 3 – The Financial Proposal

7.5.1 During the third Stage of the Evaluation Process, the Tender Committee will evaluate the Financial Proposals of Bidders whose Bids were found to comply with the requirements of the Tender Documents (including, inter alia, pursuant to the previous evaluation Stages described above and which were not disqualified pursuant to the provisions of the Tender Documents).

7.5.2 The Tender Committee will evaluate and score the Financial Proposal on a scale of zero (0) to one hundred (100) points, according to the evaluation method set under this Section 7.5 (*Stage 3 - The Financial Proposal)*, and according to the provisions of **Annex C** *(Financial Proposal – Submission Instructions)* of this ITB.

7.5.3 The score awarded for the Total Financial Proposal shall be weighted as twenty percent (20%) of the Total Combined Score.

7.5.4 Establishment of the Calculated Financial Proposal

7.5.4.1 To establish the Calculated Financial Proposal (CFP) of the Bidder, the following formula shall apply:

CFP = (Audit's Financial Proposal) + (Retainer Financial Proposal) where:

7.5.4.1.1 The Audit Financial Proposal is as specified in Section 7.5.5 *(Audit's Financial Proposal)* below.

7.5.4.1.2 The Retainer Financial Proposal is as specified in Section 7.5.6 *(Retainer Financial Proposal)* below.

7.5.4.2 To determine the Audit's Financial Proposal and Retainer Financial Proposal, NTA shall multiply the price proposed by the Bidder in its Financial Proposal (taking into consideration the discount rates proposed by the Bidder) by the applicable quantities detailed in **Tables 1 to 9 of Volume 1, Part III** ***(Evaluation Criteria)*** (the "**Quantity for Evaluation**").

7.5.4.3 Without derogating from the provisions set in Section 2.3 above and for the removal of doubt, the Quantity for Evaluation represents quantities that NTA would use solely to perform the calculation of the CFP and not for any other purpose whatsoever and shall not be deemed, interpreted or it is construed as any guarantee, representation, warranty, or undertaking concerning the required audits and/or services or the scope of any of them.

7.5.5 Audit's Financial Proposal

The Audit's Financial Proposal shall be the total sum of each of the eight (8) audit types as specified in the Financial Proposal (taking into consideration the discount rates proposed by the Bidder in accordance with the provisions of **Annex C** *(Financial Proposal – Submission Instructions)* multiplied by the Quantity for Evaluation, in accordance with **Tables 1 to 8 of Volume 1, Part III** ***(Evaluation Criteria)***.

Audit's Financial Proposal = A+B+C+D+E+F+G+H

(the "Audit's Financial Proposal")

7.5.6 Retainer Financial Proposal

The Retainer Financial Proposal shall be the total sum of each of the retainer payments as specified in the Financial Proposal (taking into consideration the discount rates proposed by the Bidder in accordance with the provisions of **Annex C** *(Financial Proposal – Submission Instructions)*) multiplied by the Quantity for Evaluation, in accordance with **Table 9** (the "**Retainer Financial Proposal**") of **Volume 1; Part III** ***(Evaluation Criteria)***.

7.5.7 Total Financial Score (TFS)

7.5.7.1 Following the establishment of the CFP for all applicable Bidders, the TFS shall be established.

7.5.7.2 The TFS of each Bidder will be calculated as follows:

$$TFS = \frac{LCFP\ x\ 100}{CFP}$$

Where:

TFS – Total Financial Score

LCFP – Lowest CFP

CFP – The Bidder's Calculated Financial Proposal

7.6 Stage 4 – Determination of the Total Combined Score

7.6.1 During the fourth Stage of the Evaluation Process, the combined score awarded to each of the Bidders with respect to the Bid (the "**Total Combined Score**") will be determined using the following formula:

$$\boldsymbol{TCS} = (\boldsymbol{QPS} \times \mathbf{0.8}) + (\boldsymbol{TFS} \times \mathbf{0.2})$$

7.6.2 The most advantageous proposal will be the one that achieves the highest TCS, subject to the terms of the Invitation to Bid.

8 <u>GENERAL PROVISIONS RELATING TO THE EVALUATION STAGES</u>

Notwithstanding the provisions of **Volume 1** ***(ITB)***; Part III *(Evaluation Criteria)* and subject always to Law:

8.1 The Tender Committee is not bound to conduct the Stages of the Evaluation Process consecutively and, at its sole discretion, may the Stages of the Evaluation Process, conduct them simultaneously, combine Stages or separate components of a Stage into sub-stages.

8.2 The Tender Committee may determine additional Stages for the Evaluation Process, including requesting additional information and data and adding additional evaluation Stages during which Bidders will be required to amend their Bids (including the Financial Proposal) and/or submit additional information as a result of the Tender Committee's decisions.

8.3 The Tender Committee may provisionally pass any Bidder with respect to the requirements set forth herein or grant a provisional passing score to any Bidder for any of the applicable evaluation criteria, conditionally upon the receipt of all required information and/or documentation from such Bidder, or carry out the Evaluation Process in the sequence and stages or by applying procedures it considers to be most appropriate under the circumstances.

9 <u>GENERAL PROVISIONS RELATING TO EXAMINATION AND EVALUATION OF THE BIDS</u>

9.1 Independent Inquiry

As part of the Evaluation Process, and without derogating from any other prerogatives of NTA pursuant to the Tender Documents, NTA may, at any time, conduct an independent inquiry regarding any matter connected with the Bids.

9.2 Opening the Bids

9.2.1 NTA <u>will NOT</u> open any Bids received after the Submission Date. All unopened Bids will be promptly returned to the Bidders.

9.2.2 The opening of the Bids shall be documented in a protocol.

9.3 Request for Presentation

NTA reserves the right to request any or all Bidders to hold a presentation of their Bids, or any part thereof, for any purpose NTA deems appropriate.

9.4 NTA's Requests for Clarifications

NTA may request of one or more Bidders to clarify, correct, modify, supplement or amend any item contained in the respective Bids and/or to delete, disregard, withdraw, or correct any part of the Bid and/or to submit any additional information necessary, in the opinion of NTA, for the evaluation of the respective Bid. Without derogating from the forgoing, NTA may, at its sole discretion, require or allow the Bidder, as part of the Tender Process and the evaluation of the respective Bid, to replace the proposed PAO Manager and/or the TAT Manager, all for the purpose of demonstrating compliance with the Threshold Requirements only. Any replacement thereof, shall not be considered or evaluated for the purpose of the Evaluation Criteria under Volume 1, Part III *(Evaluation Criteria).*

9.4.1 Bidders will comply with NTA's Requests and submit all clarifications and additional information requested within the time period stipulated by the request.

9.4.2 NTA's Requests for Clarifications will be in writing and delivered to the Bidders by E-mail. Their receipt should be confirmed by return mail to the E-mail stated in Section 3.4.2 above within twenty-four (24) hours of receipt.

9.4.3 NTA may exercise its right under this Section 9.4 any number of times during the evaluation of the Bids.

9.5 Rejection or Disqualification of the Bids

Without derogating from NTA's rights under the Tender Documents and under any Law, NTA reserves the right to:

9.5.1 Reject any or all Bids, at any time and any stage, for any reason, without thereby incurring any liability to the affected Bidder or Bidders;

9.5.2 Reject any Bid or condition the participation of the applicable Bidder in the Tender Process if the Tender Committee is of the opinion that such Bid or any part thereof does not conform to the requirements of the Tender Documents; or if the Tender Committee at its sole discretion, concludes that the information supplied therein, including, without limitation, information regarding financial strength (including, if applicable, as evidenced by the Financial Statements) or technical capabilities, does not accurately reflect the actual ability of the Bidder (or any person or Entity on its behalf) to render the

Services for any reason whatsoever, irrespective of whether the information supplied in the Bid prima facie supports a different conclusion; or if such give rise to the concern that the Bidder will not be able to render the Services or any part thereof; and/or

9.5.3 Reject any Bid or condition the participation of the applicable Bidder in the Tender Process, if the Tender Committee is of the opinion that the Bidder's assumptions (as included in the Bid) are not realistic and/or are not consistent with the reasonable "base case scenario" for the rendering of the Services and/or the Financial Proposal does not comply with or will not enable the Bidder to comply with the Bidder's obligations under Law or under the Agreement, including, without limitation, in the event that in the opinion of the Tender Committee the Financial Proposal is not realistic and/or will not enable the Bidder to render the Services or any part thereof.

9.5.4 In addition, the Tender Committee is entitled, but is in no way obligated, to disqualify any Bidder, or impose any condition or instruction on its continued participation in the Tender Process in any of the following circumstances:

9.5.4.1 The Bidder failed to meet or demonstrate compliance with the Tender Documents.

9.5.4.2 The commencement of proceedings, in any court of competent jurisdiction, of bankruptcy, receivership, liquidation against a Bidder or any similar situation, as determined by NTA, or if the Bidder has become insolvent, or if a permanent or an interim receiver or liquidator has been appointed over a Bidder unless such proceedings are discharged within a reasonable period of time, as determined by NTA at its sole discretion.

9.5.4.3 The commencement of any voluntary action for the liquidation of any Bidder, except for the purposes of merger or reconstruction on terms approved by NTA in writing.

9.5.4.4 In the event that any Bidder is a resident or national of a country that does not have diplomatic relations with the State of Israel and/or of a country that does not have proper and reliable trade relations with the State of Israel.

9.5.4.5 In the event that the Bidder or a director or officer holder thereof (including individuals) has been indicted or convicted of, or has criminal proceedings conducted against it in connection with (i) an Offence; or (ii) any Offence which might result in any material or adverse change in its business; or (iii) any offence concerning grave professional misconduct; or (iv) any offence concerning fraud or breach of trust; or (v) any other offence which, in the opinion of the Tender Committee, affects its integrity and/or credibility;

9.5.4.6 Any material breach of the provisions of the Tender Documents or failure to comply with an instruction of the Tender Committee;

9.5.4.7 In the event of unusual events which materially and adversely affect, in NTA's judgment, the Bidder's ability to perform the Services and/or their financial ability to perform the Services.

9.5.4.8 The submission of any false or misleading information to NTA including but not limited to the submission of any incomplete, misrepresentative information or documentation.

9.5.4.9 As of the Bid Submission Date, the Bidders are required to notify the Tender Committee of the existence of any of the events described in Section 9.5.4 above within a reasonable period of time under the circumstances.

9.5.5 Notwithstanding the foregoing, the Tender Committee may initiate and request the submission of applicable information with respect to any of the above, based on the information provided by the Bidder, as well as on any other information available to it (including information provided by any third party and/or any publicly available information).

9.6 Tender Committee's Prerogatives

9.6.1 Without derogating from Section 9.5 *(Rejection or Disqualification of the Bids)* above, in the event that a Bid contains a Deviation, the Tender Committee may act as it deems appropriate, including, without limitation, in any of the following ways:

9.6.1.1 Accept Bids that are not fully compliant with the requirement of the Tender Documents due to a defect or lack of information, in which case the Tender Committee may, but is not required to, request that the Bidder amend such defect and resubmit the Bid, or any part thereof, including, without limitation, as part of negotiations conducted with the Bidders, including following the Bid Submission Date.

9.6.1.2 Waive minor or other Deviations, irregularities, or errors in any Bid, including if it appears to the Tender Committee that such irregularities or errors were made inadvertently.

9.6.1.3 Amend the Tender Documents, in which case the amendment will apply equally to all of the Bidders, and they will all be given the opportunity to resubmit their Bids or any part thereof, all in accordance with the written instructions of the Tender Committee.

9.6.2 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 above, in whole or in part, or in stages and to treat differently different Deviations within the same Bid or within different Bids.

9.6.3 The approval of the Tender Committee to correct a certain type of Deviation shall not be deemed as approval to correct any other type of Deviation.

9.6.4 Any correction, completion of information, or amendment submitted by the Bidder pursuant to the provisions of the Invitation, at the Tender Committee's sole discretion, shall not improve the Bidder's Quality Proposal Score.

9.6.5 The Tender Committee shall be entitled to, inter alia, the following:

9.6.5.1 To attribute qualities of one Entity to another even if not completely proven as identical entities.

9.6.5.2 To convert a requirement into another, provided that the requirement is equivalent to the purpose of the original requirement.

9.6.5.3 To change any decision made in each of the Tender Stages, including a determination that a Bidder did not meet any of the Threshold Requirements even after the completion of Stage 1.

9.6.5.4 To consider during the Tender Process any information available to it in addition to the information contained in the Bid from any source whatsoever (including Public Domain information and information provided by another bidder), including regarding compliance with any requirement of the Tender requirements.

9.6.5.5 To make any decision in connection with the interpretation of the Threshold Requirements, including adopting a broad interpretation or waiving a formal requirement, provided that the meaning ascribed thereto shall consist with the purpose of the requirement within the Tender Documents. With regards to the Threshold Requirements, NTA distinguishes between the Threshold Requirements and the method of demonstrating compliance with the Threshold Requirements. NTA shall be entitled to examine the Bidder's compliance with the Threshold Requirements substantially as of the Bid Submission Date. For that purpose, NTA will be entitled to rely on references and/or information and/or documents that were not presented and/or attached to the Bidder's Bid, provided that all Requirements were met by the Bid Submission Date.

9.6.6 At any stage during the Tender Process, the Tender Committee may request the Bidder to correct, complete information, or amend its Bid, including with regard to Deviations. In the event that a Bidder refuses to comply with a request of the Tender Committee without derogating from any of its rights and prerogatives pursuant to this ITB or Law, the Tender Committee may disqualify the Bidder's Bid.

9.6.7 The provisions of this Section 9.6 *(Tender Committee's Prerogatives)* shall not derogate from any other right granted to the Tender Committee pursuant to the Tender Documents or pursuant to any applicable Law. Accordingly, The Tender Committee reserves the right and discretion to update, change, amend, add, derogate, stipulate, impose conditions, cancel, or clarify any condition, provision, requirement or date included in the Tender Documents if the Tender Committee is of the opinion that it is necessary for the Tender Process. By submitting a Bid, the Bidder warrants and declares, completely and irrevocably, its unlimited acceptance of all of the Tender Committee's prerogatives, rights, authorities, and discretion as provided under the Invitation and the Law. Similarly, the Bidder confirms the Tender Committee is not obligated to make any use of its prerogatives, and if it deems to make use of a certain prerogative – such does not require it to make repetitive use. Similarly, the Tender Committee's misuse or partial use of a prerogative in a certain event does not prevent it from making whole or part use of such prerogative in the following event. The decision to make use of a prerogative and the extent thereof shall, at all times, be at the Tender Committee's sole discretion.

9.7 Negotiation, Best and Final

9.7.1 At any stage of the Tender Process, including during the Evaluation Process, the Tender Committee reserves the right to conduct negotiations with any of the Bidders in any manner the Tender Committee finds appropriate, subject to the provisions of any applicable Law.

9.7.2 Without derogating from the foregoing, the Tender Committee, at its sole discretion, shall be entitled to solicit the best and final offers from two or more Bidders whose Bids received an equal score during the Evaluation Process, at the Tender Committee's sole discretion. The best and final offers (if any) shall be submitted in accordance with specific instructions that will be issued by the Tender Committee.

9.8 Successful Bidder

9.8.1 Upon completion of the Evaluation Process, and without derogating from its rights and prerogatives pursuant to this ITB or Law, the Tender Committee may declare the Bidder whose Bid was awarded the highest Total Combined Score, in accordance with Section 7.6 above, as the Successful Bidder (the "**Successful Bidder**"). Without derogating from its rights and prerogatives pursuant to this ITB or Law, the Tender Committee is not obligated to select the Bidder with the highest Total Combined Score as the Successful Bidder or to choose any Successful Bidder.

9.8.2 Subject to receipt by NTA of all required approvals, NTA shall issue a Letter of Award, acknowledging the Successful Bidder's Bid as being the awarded Bid of the Tender.

9.8.3 NTA, at its sole discretion, may decide not to select any of the Bids or cancel the entire Tender Process at any time. Furthermore, NTA is not bound to accept the lowest-priced Bid, the highest overall ranking Bid, or any Bid whatsoever.

9.9 Second Ranked Bidder

9.9.1 Concurrently with the Letter of Award, NTA may notify the Bidder awarded with the second highest Final Scores in writing that they were rewarded the highest overall ranking, excluding the Successful Bid (the "**Second Ranked Bidder**").

9.9.2 It is hereby clarified that the Bid presented by the Second Ranked Bidder shall remain valid for an additional period of ten (10) months following the issuance of the Letter of Award. The Tender Committee may request the Second Ranked Bidder to extend the validity of its Bid for an additional period of six (6) months, provided that the Second Ranked Bidder has consented to the extension thereof.

9.9.3 The Tender Committee reserves the right to award the Agreement to the Second Ranked Bidder by a replacing notification (hereinafter in this Section, the "**Tender Committee's Notification**"), In the event that:

9.9.3.1 the Successful Bidder fails to sign the Agreement for any reason whatsoever; or

9.9.3.2 in the event the Agreement was terminated by NTA (following its execution by the Successful Bidder and NTA) for any reason whatsoever, within ten (10) months following the issuance of the Letter of Award.

9.9.4 The Second Ranked Bidder shall then be required to provide NTA with the documents specified in Section 10.2 *(Post Award Requirements – Preconditions for the Execution of the Agreement)* below,10.2.1 which are required prior to the execution thereof, within forty-five (45) days following the issuance of the Notification.

9.9.5 It is hereby clarified that the Second Ranked Bidder shall be required to extend the validity period of its Bid Bond accordingly. Should the Tender Committee request the Second Ranked Bidder to extend the Validity of the Bid Bond for a period exceeding the Bid Bond Expiry Date (as stipulated in Section 2.9 *(Anticipated Schedule for the Tender Process)* or the updated expiry date if the Bids' validity were extended per Section 5.11.2 above), the Tender Committee will pay the Second Ranked Bidder for the duration of the extension of the Bid Bond, a monthly payment of three thousand (3,000) NIS including VAT (or the pro rata thereof for any part of a month).

9.9.6 Notwithstanding the aforementioned, NTA reserves the right, upon failure of the Successful Bidder, not to sign the Services Agreement with the Second Ranked Bidder and to procure the Services from any other consultant and/or supplier or to conduct a new bidding procedure, as permitted by Law.

9.10 The Services Agreement

9.10.1 The Agreement and any attachment or appendix thereto shall govern the contractual relations between NTA and the Successful Bidder.

9.10.2 By submitting its Bid, each Bidder acknowledges its irrevocable and unconditional consent to the Agreement and undertakes to perform the Services in strict compliance with the Agreement in the event it is declared a Successful Bidder.

9.10.3 For the avoidance of doubt, it is hereby clarified that the Agreement will not come into force until it is duly signed by NTA.

10 <u>**TENDER AWARD**</u>

10.1 Notification of Successful Bidder

10.1.1 Pursuant to the provisions of this ITB, and subject to the successful completion of various internal procedures and requirements of NTA, the Tender Committee shall notify the Successful Bidder in writing that its Bid has been accepted and shall invite the Bidder to sign the Agreement and any other relevant document, within thirty (30) Days after delivery of the notification letter, or any other date set forth in the Tender Committee's notification letter (the "**Letter of Award**").

10.1.2 The Letter of Award shall not constitute a valid or binding contract between the parties. The validity of the Agreement shall be subject to the fulfillment of all the preconditions set forth in Section 10.2 *(Post Award Requirements - Preconditions for the Execution of the Agreement)* and various internal procedures and requirements of NTA, and shall not enter into force until duly signed by NTA.

10.2 Post Award Requirements – Preconditions for the Execution of the Agreement

The Successful Bidder shall be required, within the time period set forth in the Letter of Award, and as a precondition for the execution of the Services Agreement, to fulfill each of the following provisions:

10.2.1 The Successful Bidder shall provide NTA with the following document:

10.2.1.1 The Successful Bidder furnished to NTA the Certificate of Insurance signed by the insurers in accordance with the Agreement. NTA, at its sole discretion, may approve specific modifications to the Certificate of Insurance as it deems fit regarding the circumstances.

10.2.1.2 The Successful Bidder shall receive NTA's approval for the following personnel, who comply with the following requirements:

10.2.1.2.1 Deputy TAT Manager

The Deputy TAT Manager shall meet **all** of the following requirements:

10.2.1.2.1.1 Qualified engineer who has a minimum of ten (10) years of experience after obtaining an engineering degree.

10.2.1.2.1.2 Managed the design and construction phases in Rail Line Project(s) for a period of at least five (5) years.

10.2.1.2.1.3 During the period commencing on 1 January 2014 and ending on Bid Submission Date, provided Engineering Consultancy Services in at least five (5) of the fields stipulated under the Definition "Engineering Consultancy Services" in Section 1 of Volume 1 Part II *(Threshold requirements)*, for at least three (3) consecutive years.

10.2.1.2.2 Deputy PAO Manager

The Deputy TAT Manager shall meet **all** of the following requirements:

10.2.1.2.2.1 Managed the quality assurance in Rail Line Project(s) for a period of at least five (5) years. It shall be noted that only experience gained following obtaining an engineering degree will not be considered.

10.2.1.2.2.2 During the period commencing on 1 January 2014 and ending on Bid Submission Date, provided development and the implementation of QMS in at least one (1) Rail Line Project for at least three (3) consecutive years.

10.2.1.2.3 For the approval of the Deputy TAT Manager and the Deputy PAO Manager, the Successful Bidder should provide NTA in advance with a detailed curriculum vitae of each proposed team member. NTA reserves the right to conduct a personal interview with any proposed member as a condition for their approval.

10.2.1.2.4 NTA reserves the right, at its sole discretion, to accept equal and/or similar experience for the purpose of demonstrating compliance with the requirements under this Section 10.2.1.2. If NTA does not approve either the Deputy TAT Manager or the PAO Manager presented by the Successful Bidder, at its sole discretion, NTA may grant the Successful Bidder additional time to present an alternative candidate(s).

10.2.1.3 Services Agreement documents (Volume 2), including any Addenda or Appendices thereto, duly executed by the authorized signatories of the Bidder.

10.2.1.4 Performance Security in accordance with Clause 6 *(Performance Security)* of the Services Agreement.

10.2.1.5 Any other document, the Successful Bidder should provide NTA under the terms and conditions of the Services Agreement.

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Annex A
List of Tender Documents

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- Tender Form 8 – Quality Assurance Services Experience
- Tender Form 9 – ~~ISO Certificates~~Not in use
- Tender Form 10 – Technical Auditing Manager
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Volume 2

Part I **Services Agreement**

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Annex B

List of Advisors to the Tender Committee

1. Simon-Vekslar, Spierer, Maoz Law firm
2. BLK & Company
3. Igal Sagi & Associate, Law Office

Annex C
Financial Proposal – Submission Instructions

Bidders are requested to complete **Tender Form 18** *(Financial Proposal)* in accordance with the instructions detailed therein and the following instructions:

1. Each Bidder shall be required to complete and submit its Financial Proposal within **Tender Form 18** *(Financial Proposal)*.
2. The Financial Proposal shall apply for the entire Term of the Agreement (including any Additional Term(s), if applicable).
3. The Financial Proposal shall be denominated in **USD**.
4. Without derogating from its obligations under the Agreement (particularly those detailed under **Appendix 2** *(Scope of Services)*), the Financial Proposal shall include all the Consultant's commitments and obligations outlined in the Agreement. Accordingly, the Financial Proposal should account for all necessary work, tasks, and activities, including general administrative activities, all in connection with the provision of the Services and the fulfillment of the Consultant's contractual commitments and obligations.
5. Without derogating from the provisions set in Section 2.3 of the ITB and for the removal of doubt, the Quantity for Evaluation represents quantities that NTA would use solely to perform the calculation of the CFP and not for any other purpose whatsoever and shall not be deemed, interpreted or it is construed as any guarantee, representation, warranty, or undertaking concerning the required audits and/or services or the scope of any of them.
6. The Financial Proposal shall be comprised of two (2) segments, as follows:

6.1. **Audits**

6.1.1. Audits shall refer to any technical and/or assurance audits the Consultant performs under the Services Agreement.

6.1.2. The various audits to be priced by the Bidder are detailed under **Appendix 2** *(Scope of Service)* of the Agreement.

6.1.3. The Bidder may propose a discount rate (negative value limited to fifteen percent (-15%)) or addition (positive value up to five percent (+5%)), in whole percentages, with respect to the price units detailed below. The proposed discount rate (whether addition or discount) by the Bidder shall be equal, uniform, and fixed and shall apply with respect to all the various audits detailed in **Tables 1 to 8** specified in **Volume 1, Part III** *(Evaluation Criteria)*.

6.1.4. If the Bidder's Audit's Financial Proposal includes a discount rate that exceeds the allowable rates mentioned in Section 6.1.3above (either negative value exceeding fifteen percent (-15%) or positive value exceeding five percent (+5%) addition), the Tender Committee, at its sole discretion may decide as follow:

6.1.4.1. To disqualify the Proposal;

6.1.4.2. <u>If the Bidder proposed a discount rate that exceeds fifteen percent (15%)</u>: disregard such rate, and consider this discount as if quoted the maximum allowed discount rate (**meaning fifteen percent (-15%) discount rate**);

6.1.4.3. <u>If the Bidder proposed addition at a rate that exceeds five percent (+5%)</u>, calculate the Financial Proposal, considering the proposed additional discount rate (as-is). If, following the Evaluation Process, the Bidder's Proposal was selected as the Successful Bidder, with respect to payments under the Services Agreement concerning audits, NTA shall consider the rate if it was quoted as the maximum allowed additional rate **(meaning five percent (+5%)**).

6.1.5. The Tender Committee shall construe any discount rate field left unfilled in the Financial Proposal as zero (0).

6.1.6. With respect to the audit types specified in **Tables 1 to 2 and 4 to 7** detailed in **Volume 1, Part III** *(Evaluation Criteria)*, the audit's scope shall be per the Task Under Audit value, as determined by NTA.

6.1.7. With respect to the audit types detailed in Tables 3 *(Processes and Procedures Auditing)* and 8 *(Quality Assurance of Operation and Maintenance (O&M))* specified in Volume 1, Part III *(Evaluation Criteria)*, the scope of the Project/Tender (whether small, medium, big, or major) shall not be taken into consideration, and the Consultant shall have no right to claim or receive any additional payment(s) or compensation, other than as expressly detailed in the tables mentioned above.

6.1.8. If there is a discrepancy between the information in **Tables 1 to 8** detailed in **Volume 1, Part III** *(Evaluation Criteria)*, and the information included in Tender Form 18 for the Evaluation Process (including the examination of the Financial Proposal), Tender Form 18 shall prevail.

6.2. <u>**Retainer**</u>

6.2.1. The Retainer shall refer to a monthly fee payable to the Consultant with respect to each of the following: (i) TAT Manager, (ii) PAO Manager, (iii) Deputy TAT Manager, (iv) Deputy PAO Manager, (v) Rolling Stock Production Factory Auditor (if required to be nominated by NTA), and (vi) Additional Team Member (if required to be nominated by NTA) (the "**Relevant Key Employee**").

6.2.2. The Bidder may propose a discount rate (negative value limited to fifteen percent (-15%)) or addition (positive value up to five percent (+5%)), in whole percentages, with respect to the price units detailed below. The discount rate (whether addition or discount) proposed by the Bidder shall be equal, uniform, and fixed and apply to each Relevant Key Employee detailed in Table 9 of Volume 1, Part III (Evaluation Criteria).

6.2.3. If the Bidder's Retainer Financial Proposal includes a discount rate that exceeds the allowable rates mentioned in Section 6.1.36.2.2 above (either negative value exceeding fifteen percent (-15%) or positive value exceeding five percent (+5%) addition), and without derogating from the provisions of Section 9 *(General Provisions Relating to Examination and Evaluation of the Bids)* of the ITB, the Tender Committee, at its sole discretion may decide as follow:

6.2.3.1. To disqualify the Proposal;

6.2.3.2. If the Bidder proposed a discount rate that exceeds fifteen percent (15%): disregard such rate, and consider this discount as if quoted the maximum allowed discount rate (**meaning fifteen percent (-15%) discount rate**);

6.2.3.3. If the Bidder proposed addition at a rate that exceeds five percent (+5%), calculate the Financial Proposal, considering the proposed additional discount rate (as-is). If, following the Evaluation Process, the Bidder's Proposal was selected as the Successful Bidder, with respect to payments under the Services Agreement concerning the Retainer fee, NTA shall consider the rate if it was quoted as the maximum allowed additional rate (**meaning five percent (+5%)**).

6.2.4. The Tender Committee shall construe any discount rate field left unfilled in the Financial Proposal as zero (0).

6.2.5. If there is a discrepancy between the information in **Table 9** detailed in **Volume 1, Part III** *(Evaluation Criteria)*, and the information included in **Tender Form 18** *(Financial Proposal)* for the purpose of the Evaluation Process (including the examination of the Financial Proposal), **Tender Form 18** *(Financial Proposal)* shall prevail.

<u>Tender no. 143/2025</u>

Assurance Management and Technical Auditing Services for the Metropolitan Tel Aviv Mass Transit System

Volume 1 – Invitation to Bid

Part II. Threshold Requirements (TR)

1. DEFINITIONS

All capitalized terms used in this document and not defined hereunder shall have the meaning ascribed to them in the Tender Documents.

For the purpose of the Professional Threshold Requirements, the following Definitions shall apply:

Contract Value	-	Shall mean the value of the demonstrated project and shall be calculated based on the actual unadjusted agreed contract price as of its signature date (excluding VAT, indexation, and interest) and any additional variations or change orders approved by the owner in accordance with the respective contract. If the Contract Value of the demonstrated project value or any part thereof was agreed or specified in any other currency than NIS, then the relevant sums shall be converted to NIS according to the provisions of Section 4.4 (Currencies Conversion) below.
Deputy Technical Auditing Manager	-	Shall have the meaning ascribed thereto in Section 10.2.1.2.1 of the Invitation to Bid.
Deputy PAO Manager	-	Shall have the meaning ascribed thereto in Section 10.2.1.2.2 of the Invitation to Bid.
Entity	-	Shall mean any corporation, company or partnership, incorporated in accordance with the law of its domicile, excluding individuals.
Engineer	-	Shall mean a certified engineer in accordance with the laws of its jurisdiction.
Engineering Consultancy Services	-	Shall mean services provided in the following aspects: a) Underground Stations b) Tunneling TBM c) Tunneling NATM d) Rolling Stock e) Tracks f) Systems
Contracting Key	-	Shall mean a designated personnel who demonstrates, on behalf of the Bidder, the experience required according to

Member		the Professional Threshold Requirements relevant to Services that are to be provided by the Bidder, as stipulated under Section 5.1 below, and signed, jointly and severally with the Bidder on **Tender Form 12** (Contracting Key Member Undertakings).
Financial Statements	-	Shall mean the Bidder's annual audited and duly signed consolidated financial statements.
Financial Threshold Requirements	-	Shall have the meaning ascribed thereto in Section 4.
Guarantor	-	Shall have the meaning ascribed thereto in Section 5.1.4.
Means of Control	-	Shall have the meaning ascribed thereto in the Securities Law 1968.
PAO Manager	-	Shall have the meaning ascribed thereto in Section 3.5.
Professional Threshold Requirement(s)	-	Shall mean the requirements specified in Section 3.
Quality Assurance Services	-	Shall include all of the following: i. Auditing and/or managing and maintaining the demonstrated project Quality Management System (QMS) in accordance with leading international standards, outlining roles and responsibilities with regard to the delivery management and enforcement of project quality; and i. Auditing and/or managing quality metrics and quality checklists with respect to the scope of work in the demonstrated Project.
Quality Management System or QMS	-	Shall mean a formalized system that documents policies, plans, processes, procedures, and responsibilities related to a project. The primary objective of QMS is to provide high-quality products and services that meet regulatory and customer requirements. The system outlines how the company/owner plans to achieve the creation and delivery of the project and/or services they provide to their customers.

System	-	shall include all the following fields: a) Comms systems b) Depot equipment c) Signaling d) Power systems e) Tunnel ventilation system
Technical Auditing Manager	-	Shall have the meaning ascribed thereto in Section 3.4 below.
Threshold Requirements	-	Shall mean the General Threshold Requirements, the Professional Threshold Requirements and the Financial Threshold Requirements.
Weighted Average Operating Cash Flow	-	Shall mean as calculated in Section 4.2 below.
Weighted Average Annual Turnover	-	Shall have the meaning ascribed thereto in Section 4.1 below.
Rail Line Project	-	Shall mean a rail-based electric mass transit system, including the associated facilities required for the supply of transportation services along a Track or Tracks in an urban environment, including any extension thereof, which has an underground section of Tracks and at least three (3) underground stations.

2. GENERAL THRESHOLD REQUIREMENTS

The Bidder is required to demonstrate compliance with all of the following requirements –

2.1. General

2.1.1. The Bidder is a single Entity duly incorporated under the laws of the jurisdiction in which it is incorporated, including a company or partnership and excluding individuals.

2.1.2. If the Bidder is incorporated in the State of Israel or registered in Israel as a Foreign Company as defined under the Companies Law-1999, it shall comply with all relevant requirements of the Public Entities Transactions Law-1976.

2.1.3. **Form of submission**. In order to demonstrate compliance with Section 2.1 (General), the Bidder shall complete, execute, and submit **Tender Form 3** (*The Bidder*).

2.2. **Bid Bond**

2.2.1. Each Bidder shall include in its Bid an autonomous unconditional Bid Bond for the sum of Three hundred fifty thousand NIS (NIS 350,000) (the "**Bid Bond**").

2.2.2. The Bid Bond shall comply with the provisions of **Annex A** (*Bid Bond – General Provisions*) of this **Volume 1 – Part II** (*Threshold Requirements*).

2.2.3. The Bid Bond shall guarantee the Bidder's fulfillment of all the requirements of the Tender Process.

2.2.4. **Form of submission**. In order to demonstrate compliance with Section 2.2 (*Bid Bond*), the Bidder shall complete, execute, and submit **Tender Form 6** (*The Bid Bond*).

3. PROFESSIONAL THRESHOLD REQUIREMENTS

The Bidder is required to demonstrate compliance with all of the following cumulative requirements specified herein:

3.1. **Engineering Consultancy Services Experience**

3.1.1. Providing Engineering Consultancy Services for Rail Line Projects for a cumulative period of at least ten (10) years.[1]

3.1.2. Providing, during the period commencing on 1 January 2015 and ending on Bid Submission Date, Engineering Consultancy Services for at least three (3) Rail Line Projects, wherein:

3.1.2.1. Each Rail Line Project has a Contract Value of at least 1,200,000,000 NIS (One Billion, Two Hundred New Israeli Shekels), excluding VAT; **and**

3.1.2.2. The Engineering Consultancy Services provided within each Rail Line Project were provided for a period of at least twelve (12) consecutive months and were provided with relation to all aspects specified under the Definitions of "Engineering Consultancy Services" and "Systems" above.

[1] his requirement may impose stricter conditions compared to the provisions of Israeli Mandatory Tenders Law, 5752-1992, due to the complexity and uniqueness of the required Services, which requires that Bidders possess both significant experience and an extensive operational set-up capable of managing the anticipated volumes of work.

3.1.2.3. The Engineering Consultancy Services in at least one (1) of the Rail Line Projects were provided with relation to all aspects specified under the Definition of "Engineering Consultancy Services" above, for at least twelve (12) consecutive months within the project's design phase and at least twelve (12) consecutive months within the project's construction phase.

3.1.3. **Form of submission**. In order to demonstrate compliance with this Section 3.1 (*Engineering Consultancy Services Experience*), the Bidder shall complete, execute, and submit **Tender Form 7** (*Engineering Consultancy Services Experience*).

3.2. **<u>Quality Assurance Services Experience</u>**

3.2.1. Providing Quality Assurance Services for Rail Line Projects for a cumulative period of at least ten (10) years.[2]

3.2.2. Providing, during the period commencing on 1 January 2015 and ending on the Submission Date, Quality Assurance Services for at least three (3) Rail Line Projects, wherein:

3.2.2.1. Each Rail Line Project has a Contract Value of at least 1,200,000,000 NIS (One Billion, Two Hundred New Israeli Shekels), excluding VAT; **and**

3.2.2.2. The Quality Assurance Services provided within each Rail Line Project were provided for a period of at least twelve (12) consecutive months; **and**

3.2.2.3. The Quality Assurance Services provided within at least one (1) of the Rail Line Projects were provided for at least twelve (12) consecutive months within the project's design phase and at least twelve (12) consecutive months within the project's construction phase.

3.2.3. **Form of submission**. In order to demonstrate compliance with this Section 3.2 (*Quality Assurance Services Experience*), the Bidder shall complete, execute, and submit **Tender Form 8** (*Quality Assurance Services Experience*).

[2] This requirement may impose stricter conditions compared to the provisions of Israeli Mandatory Tenders Law, 5752-1992, due to the complexity and uniqueness of the required Services, which requires that Bidders possess both significant experience and an extensive operational set-up capable of managing the anticipated volumes of work.

3.3. **Intentionally Omitted~~ISO 9001:2015 Certification~~**

~~3.3.1. Each Bidder has an ISO 9001:2015 Quality Management Systems Requirements certification that is valid on the Bid Submission Date.~~

~~3.3.2. **Form of submission**. In order to demonstrate compliance with this Section 3.3 (*ISO 9001:2015 Certification*), the Bidder shall complete, execute, and submit **Tender Form 9** (*ISO Certificates*).~~

3.4. **Technical Auditing Manager**

The proposed TAT Manager shall comply with all of the cumulative requirements under this section:

3.4.1. Qualified Engineer who has a minimum of ten (10) years of experience after obtaining an engineering degree; **and**

3.4.2. Managed as a team leader, during the period commencing on 1 January 2015 and ending on Bid Submission Date, team(s) that provided all aspects specified under the Definition of "Engineering Consultancy Services" above, in two[3] different (2) Rail Line Projects. With respect to this Threshold Requirement, the Services related to Systems may include at least three (3) of the fields stipulated under sub-sections (a)-(e) of the Definition "**System**". Wherein:

3.4.2.1. At least one (1) project in which the Engineering Consultancy Services provided within one (1) Rail Line Project was provided for at least twenty-four (24) consecutive months; **and**

3.4.2.2. At least one project in which the Engineering Consultancy Services provided within one (1) of the Rail Line Project was provided for at least twelve (12) consecutive months within the project's design phase and at least twelve (12) consecutive months within the project's construction phase.

3.4.3. Form of submission. In order to demonstrate compliance with this Section 3.4 (*Technical Auditing Manager*), the Bidder shall complete, execute, and submit **Tender Form 10** (*Technical Auditing Manager*).

3.5. **Program Assurance Office Manager**

The proposed Program Assurance Office Manager shall comply with all of the cumulative requirements under this Section:

[3] Please note that in order to meet the Threshold Requirements set under this section 3.4.2, the Bidder must present two **different** projects.

3.5.1. The Program Assurance Office Manager is a qualified Engineer who has a minimum of ten (10) years of experience in managing quality assurance for Rail Line Projects after obtaining an engineering degree.

3.5.2. Managed as a team leader, during the period commencing on 1 January 2015 and ending on Bid Submission Date, team(s) that provided Quality Assurance Services for up to two (2) Rail Line Projects, Wherein:

3.5.2.1. The Quality Assurance Services provided within one (1) Rail Line Project were provided for at least thirty-six (36) consecutive months; **and**

3.5.2.2. The Quality Assurance Services provided within one (1) of the Rail Line Project were provided for at least twelve (12) consecutive months within the project's design phase and at least twelve (12) consecutive months within the project's construction phase.

Please note that to meet the Threshold Requirements set under sections 3.5.2.1 to 3.5.2.23.5.2, the Bidder may present the same Rail Line Project.

3.5.3. **Form of submission**. In order to demonstrate compliance with this Section 3.5 (*Program Assurance Office Manager*), the Bidder shall complete, execute, and submit **Tender Form 11** (*Program Assurance Office Manager*).

3.6. The Technical Auditing Manager and the PAO Manager demonstrating compliance with the Threshold Requirements specified in Sections 3.4-3.5 above and the Deputy Technical Auditing Manager and the Deputy PAO Manager (presented as Preconditions for the Execution of the Services Agreement), must constitute part of the Successful Bidder's Core Team.

3.7. The PAO Manager and the TAT Manager shall be employees of the Bidder or a Contracting Key Member on behalf of the Bidder, subject to the provisions of Section 5.1 (Contracting Key Member) below.

3.8. The Core Team Members (including the Technical Auditing Manager, the Deputy TAT Manager, the PAO Manager and the Deputy PAO Manager) shall be required to relocate to Israel for a minimum period as specified in the provisions of the Services Agreement.

4. FINANCIAL THRESHOLD REQUIREMENTS

The Bidder is required to demonstrate compliance with the following Financial Threshold Requirements:

4.1. **<u>Weighted Average Annual Turnover</u>**

4.1.1. The Bidder is required to demonstrate a Weighted Average Annual Turnover ("**Weighted Turnover**") of at least NIS 110,000,000 (one hundred and ten million Israeli new shekels)4 (or the equivalent thereof), calculated based on the values stated in its three (3) most recent consecutive, annual Financial Statements (provided that such are not earlier than for the year 2021).

4.1.2. The Bidder's Weighted Turnover shall be calculated in the following manner:

Weighted Turnover = (3*TOt + 2*TOt-1 +1*TOt-2) / 6

Where:

TOt = Bidder's annual turnover for year t

t = most recent annual Financial Statements (provided such is not earlier than for the year 2023).

("**Bidder's Weighted Average Turnover**")

4.1.3. Since the Services might be broadened in accordance with the progress of the construction and design of Projects under NTA's management, Bidders are required to demonstrate compliance with such minimal annual turnover as to demonstrate their financial capability given that the scope of services required under this Tender increases.

4.2. **<u>Weighted Average Operating Cash Flow</u>**

4.2.1. The Bidder is required to demonstrate one of the following:

4.2.1.1. Its Weighted Average Operating Cash Flow for its three (3) most recent consecutive, annual Financial Statements (provided that such are not earlier than for year 2021), is not negative (i.e. either positive or equal to zero).
For the purpose of this Financial Requirement, the Bidder's Weighted Average Operating Cash Flow shall be calculated as follows:
Weighted Average Operating Cash Flow = (3*CFt+2*CFt-1+1*CFt-2)/6

[4] This requirement may impose stricter conditions compared to the provisions of Israeli Mandatory Tenders Law, 5752-1992, due to the complexity and uniqueness of the required Services, which requires that Bidders possess both significant experience and an extensive operational set-up capable of managing the anticipated volumes of work.

Where:
CFt = the Bidder's Operating Cash Flow for year t
t = the most recent Financial Statements (provided such is not earlier than for the year 2023).
(**"Bidder's Weighted Average Operating Cash Flow"**)
Or:

4.2.1.2. In the event that the Bidder's Weighted Average Operating Cash Flow is negative, then the Bidder is required to demonstrate that the ratio between the absolute value of (a) and (b) below is less than twenty-five (25%):

a) Shall be:

i. Said Bidder's Weighted Average Operating Cash Flow; or

ii. Said Bidder's Operating Cash Flow, based on its most recent annual Financial Statement, which is not earlier than for the year 2023.

b) The equity of said Bidder on the last day of its most recent annual Financial Statements, which is not earlier than for the year 2023.
So that –
ABS [3* CFt +2*CF(t-1)+1*CF(t-2)]/6 / E < 25%
Or that – ABS [CFt] / E < 25%
Where:
ABS [X] = the absolute value of [X].
CF = Operating Cash Flow.
E = the equity of the Bidder, on the last day of its most recent annual Financial Statement, which is not earlier than for the year 2023.
t = most recent annual Financial Statement, which is not earlier than for the year 2023.

4.3. **Insolvency proceeding and No Going concern**

The Bidder is not under any voluntary or involuntary bankruptcy process (liquidation or reorganization), or receivership or commencement of a similar insolvency proceeding, and the Bidder's last audited annual financial statement does not include any Going Concern notice. For this purpose, the Bidder shall submit Tender Form 14 (No Going Concern). The conditions of this Section 4.3 shall remain true and valid throughout the term of the Tender, until the selection of the Consultant.

4.4. **<u>Currencies Conversion</u>**

4.4.1. All data included in the Tender Forms shall be submitted in **<u>NIS</u> according to the Currency Exchange Rate, and in the original currency where applicable**.

4.4.2. The conversion of the data to NIS, as applicable, shall be in accordance with the provisions of **Annex B** (*Currencies Conversion*) of this **Volume 1 part II** (*Threshold Requirements*).

4.4.3. Bidders shall note that in case their financial information is presented in currencies other than the currencies detailed in **Annex B** (*Currencies Conversion*), the provisions of Section 2 (*Conversion of Other Currencies*) of **Annex B** (*Currencies Conversion*) below shall apply.

4.5. **<u>Demonstrating Compliance with the Financial Threshold Requirements – Form of Submission</u>**

4.5.1. The Bidder's compliance with the Financial Threshold Requirements as described in this Section 4 (Financial Threshold Requirements) shall be demonstrated through information provided by the Bidder in **Tender Form 13** (*Financial Threshold Requirements*). The information contained in such Tender Form and submitted by the Bidder shall be based on Financial Statements prepared according to one of the following accounting principles:

4.5.1.1. Israeli GAAP (including, with respect to the cash flow statements, Standard No. 51 of the Institute of Certified Public Accountants in Israel);

4.5.1.2. US GAAP (including, with respect to the cash flow statements, ASC (Financial Accounting Standards Codification) No. 230); or

4.5.1.3. International Financial Reporting Standards (IFRS), (including, with respect to the cash flow statements, IAS (International Accounting Standards) No. 7;

4.5.2. The information contained in **Tender Form 13** (*Financial Threshold Requirements*) shall be duly completed and submitted, in accordance with one of the accounting principles set out in Section 4.5.1 above, and shall be duly signed by the Certified Public Accountant (CPA) who audited the Bidder's relevant Financial Statements.

4.5.3. For the removal of doubt, 'duly signed' shall mean the CPA's stamp and/or signature. No additional accounting principles shall be sufficient in order to demonstrate compliance with Financial

Thresholds. However, a Bidder whose Financial Statements are presented based on different accounting principles than those listed in Section 4.5.1 above is required to submit a specific request to NTA in order to approve the submission of such Financial Statements, at least thirty (30) days prior to the Submission Date. NTA shall consider each request on a case-by-case basis and may issue an Addenda as a result thereof.

4.5.4. If the Bidder seeks to rely on a Guarantor, both shall demonstrate compliance with the Terms specified in Section 4 here above.

5. GENERAL INSTRUCTIONS WITH RESPECT TO DEMONSTRATION OF COMPLIANCE WITH THE THRESHOLD REQUIREMENTS

5.1. **Contracting Key Member**

The Bidder may Rely on a Contracting Key Member for Demonstrating Compliance with the Threshold Requirements according to the following provisions:

5.1.1. Each Contracting Key Member (as the case may be) shall mean an entity which complies with the following:

5.1.1.1. All requirements of Section 3.4 (Technical Auditing Manager) above; **or**

5.1.1.2. All requirements of Section 3.5 (Program Assurance Office Manage) above.

5.1.2. The Bidder may present one Contracting Key Member for each of the Sections 3.4 or 3.5 detailed above, provided that the Contracting Key Member fully complies with all the Professional Requirements of the applicable Section on its own.

5.1.3. A Contracting Key Member that has demonstrated compliance with any of the Professional Threshold Requirements set forth in Sections 3.4 or 3.5 (as the case may be) shall be the entity responsible for the execution of the part of the Services (as applicable and respectively to the category of experience demonstrated) on behalf of the Bidder in the event of a Successful Bid. The Bidder shall be responsible, jointly and severally, for the execution of all of the relevant Services.

5.1.4. **Form of Submission**. In order to demonstrate compliance with this Section 5.1 (*Contracting Key Member*), each Contracting Key Member shall complete, execute and submit **Tender Form 12** (*Contracting Key Member Undertakings*).

5.2. **<u>Guarantor</u>**

5.2.1. For the purpose of demonstrating compliance with the Financial Threshold Requirements as set forth in Section 4 (*Financial Threshold Requirements*) above, the Bidder, may seek to rely on a Guarantor.

5.2.2. A Guarantor shall mean - An Entity which Controls the Bidder and which complies with all the applicable Financial Requirements to the Guarantor in accordance with the provisions of Section 4 (*Financial Threshold Requirements*) above ("**Guarantor**").

5.2.3. Reliance upon a Guarantor by the Bidder, as set forth in Section 5.2.1 above, shall require that the Bidder, relies upon the aforesaid Guarantor for the purpose of compliance with all Financial Threshold Requirements.

5.2.4. **<u>Form of Submission</u>**. In order to demonstrate compliance with this Section 5.1.45.2 (*Guarantor*), each Guarantor shall complete, execute, sign and submit **Tender Form 15** (*Letter of Guarantee*).

5.3. **<u>Number of demonstrated Rail Line Projects</u>**

5.3.1. In order to demonstrate compliance with the Professional Threshold Requirements and Evaluation Criteria, Each Bidder shall duly complete and sign Tender Forms 7, 8 ,10 and 11. The Bidder is permitted to present only the number of Rail Line Projects as specified in the Professional Threshold Requirements and Evaluation Criteria, provided that each Rail Line Project complies with all applicable requirements specified hereinabove.

5.3.2. It should be noted that any additional Rail Line Project submitted by the Bidder will not be reviewed by the Tender Committee.

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Annex A
Bid Bond – General Provisions

1. **Amount of the Bid Bond**

   Each Bidder shall include in its Bid an autonomous unconditional bid bond, in the form of **Tender Form "6"** (*The Bid Bond*), for the sum of **Three hundred fifty thousand** NIS (NIS 350,000), (the "**Bid Bond**"). The Bid Bond shall be issued by an entity as stipulated in Section 3 (*Identity of the Issuer of the Bid Bond*) below.

2. **Material Conditions**

   2.1. Without derogating from the above, the following items are considered to be material conditions of the Bid Bond ("**Material Conditions**"):

   2.1.1. The amount of the Bid Bond;

   2.1.2. The duration and expiry date of the Bid Bond;

   2.1.3. That the Bid Bond is an independent, irrevocable, and autonomous guarantee; and

   2.1.4. That the Bid Bond is payable within seven (7) days of receiving a written request therefore from the Tender Committee. The method by which the written request is to be communicated to the issuer of the Bid Bond is not considered to be a material condition of the Bid Bond.

   2.2. In the event a Bidder submits a Bid Bond that deviates from the requirements detailed herein or from **Tender Form "6"** (*Bid Bond*), and such deviation does not relate to any of the Material Conditions of the Bid Bond, then, without derogating from any other prerogative of the Tender Committee pursuant to the ITB or Law, the Tender Committee may instruct the Bidder to clarify, correct its submitted Bid Bond, or to ignore all or part of the deviation. Should the Tender Committee request a correction of a submitted Bid Bond, the Bidder shall provide the corrected Bid Bond by the requested date. Only upon receipt of the corrected Bid Bond by the Tender Committee shall the Bidder be entitled to receive in return the originally submitted Bid Bond. The Bidder will not be permitted to cancel or derogate in any way from the validity of the Bid Bond for which a correction has been requested until such time as the corrected Bid Bond has been submitted and approved by the Tender Committee.

   2.3. The Bid Bond will be subject to the Law.

3. **Identity of the Issuer of the Bid Bond**

   3.1. The Bid Bond shall be issued by (i) a Qualified Local Issuer or (ii) a Qualified Non-Local Issuer.

   3.2. A "**Qualified Local Issuer**" means any of the following:

3.2.1. A major licensed Israeli commercial bank or

3.2.2. An Israeli insurance company (issued and signed by the insurance company itself and not by an agent);

provided that any of the abovementioned issuers have a credit rating (long term issuer rating) dated not earlier than twelve (12) months prior to the submission date of the Bid Bond, by one of the following local rating firms, of at least:

- (ilAA-) in the rating scale published by S&P Maalot; or
- (Aa3) in the rating scale published by Midroog; or
- the equivalent rating by another reputable rating agency to be approved by the Tender Committee in advance and in writing by way of a Bidder's Request for Clarification.

3.3. A "**Qualified Non-Local Issuer**" means any of the following:

3.3.1. A licensed commercial bank from a country which has diplomatic relations with the State of Israel; or

3.3.2. An insurance company from a country which has diplomatic relations with the State of Israel (issued and signed by the insurance company itself and not by an agent).

provided that any of the abovementioned issuers has a credit rating (long term issuer rating), dated not earlier than twelve (12) months prior to the submission date of the Bid Bond, by one of the following rating firms of at least:

- (A-) in the rating scale published by Standard & Poor's Corporation; or
- (A3) in the rating scale published by Moody's Investor Service; or
- (A-) in the rating scale published by Fitch Investor Service.

3.4. In Section 3.2.1 above, a "major licensed Israeli commercial bank" shall include a foreign bank that holds a valid 'foreign bank license' (**'בנק חוץ'**) according to the Israeli Banking (Licensing) Law, 5741-1981 (**חוק הבנקאות (רישוי), התשמ״א-1981**) (a "**Licensed Foreign Bank**"), and has a credit rating by one of the local rating firms as detailed above, or a credit rating (the credit rating shall be dated not earlier than twelve (12) months prior to the Bid Submission Date) by one of the foreign rating firms as detailed above. In the event a Bidder seeks to provide, in accordance with the provisions of this Section, a Bid Bond from a Licensed Foreign Bank, such Bid Bond will be issued by a branch of the Licensed Foreign Bank which is located in the State of Israel.

3.5. The Tender Committee reserves the right to periodically confirm the rating of the Bid Bond issuer periodically, and in the event of a change in the rating of such Bid Bond issuer – to demand that the Bidder replaces the applicable Bid Bond with another Bid Bond (the issuer of which shall be approved by the

Tender Committee) by no later than fourteen (14) days as of the receipt of the Tender Committee's demand.

4. **Validity of the Bid Bond**

4.1. The Bid Bond shall be valid for a period of twelve (12) months commencing on the Bids Submission Date, as shall be determined by the Tender Committee in accordance with Section 2.9 (*Anticipated Schedule for the Tender Process*) of the ITB.

4.2. In the event that the validity of the Bids shall be extended in accordance with Section 5.11 (*Validity of the Bids*) or Section 9.9 (*Second Ranked Bidder*) of the Invitation to Bid, the validity of the Bid Bonds shall be extended accordingly.

4.3. Failure by a Bidder to extend the validity of its Bid Bond as requested by the Tender Committee, shall be construed as a violation of the provisions of this ITB, may disqualify the Bidder, and the Tender Committee at its sole discretion, may, inter alia, forfeit the Bid Bond.

4.4. Without derogating from the generality of the foregoing, the Tender Committee reserves the right to demand from each Bidder to extend the validity of the Bid Bond beyond the abovementioned period in accordance with the provisions of this ITB, thirty (30) days prior to the expiration of the applicable valid Bid Bond, and may stipulate that such extension is a condition for the Bidder's continued participation in the Tender Process, including in the event such Bidder will be announced as a Second Ranked Bidder in accordance with the provisions of the ITB.

5. **Forfeiture of the Bid Bonds**

5.1. Without derogating from its rights and remedies pursuant to the ITB or Law, after giving the Bidder an opportunity to present his arguments pursuant to Section 16b of the Regulations, the Tender Committee shall be entitled to forfeit the Bid Bond as liquidated damages, in part or in full, and without being required to evaluate or prove the damages in accordance with all applicable Laws, if any of the events stipulated in Section 16b of the Tender Regulations occurs (each a "**Forfeiting Event**").

5.2. The following English translation of the Forfeiting Events set out in the Regulations is provided for convenience purposes only:

5.2.1. During the Tender Process, the Bidder acted in a misleading manner or with lack of good faith;

5.2.2. The Bidder provided misleading information or inaccurate material information;

5.2.3. The Bidder withdrew its Bid after the Bid Submission Date;

5.2.4. After being selected as the Successful Bidder, the Bidder did not follow the instructions of the ITB which constitute a pre-requisite for the engagement of NTA with the Successful Bidder.

5.3. In the event the Bid Bond is forfeited, the full amount of the Bid Bond shall be considered as liquidated damages. The Bidder hereby declares and agrees that the amount of the liquidated damages is a reasonable and fair pre-estimate of the anticipated damage.

6. **Returning of the Bid Bonds**

6.1. Promptly after the Successful Bidder provides NTA with the Performance Security under the Agreement, the Bid Bond submitted by the Successful Bidder shall be returned to it.

6.2. The procedure for returning the Bid Bonds of the unsuccessful Bidders or following disqualification of a Bid or in the event of annulment of the Tender Process, will be determined by the Tender Committee, at its sole discretion.

7. **Voluntary Pre-Ruling of Bid Bond**

7.1. In order to minimize the possibility of non-conformities or deficiencies in the Bid Bond, the Tender Committee will allow Bidders to submit, by no later than twenty-one (21) days prior to the Bid Submission Date, a draft of the intended form of Bid Bond, for the Tender Committee's review ("**Voluntary Pre-Ruling of Bid Bond**").

7.2. The Tender Committee may approve the wording thereof or provide comments to the draft of the Bid Bond, where applicable, and return it to the Bidder, enabling the Bidder to amend the wording of the Bid Bond and submit an updated version within its Bid.

7.3. In addition, and without derogating from the foregoing, the Tender Committee may provide all Bidders with a copy of the comments provided by it to a specific Bidder under the Voluntary Pre-Ruling of Bid Bond and may provide all Bidders with any approved form of a Bid Bond submitted to it, including any deviation from the wording of **Tender Form 6** (*The Bid Bond*), without disclosing the identity of the Bidder that submitted the draft Bid Bond.

7.4. The Tender Committee's comments shall not derogate in any way from the Bidder's exclusive responsibility for the conformity of the Bid Bond submitted within its Bid, with **Tender Form 6** (*The Bid Bond*) and the provisions of the ITB.

7.5. Submitting the Bid Bond draft to the Tender Committee will not impose any obligation on the Tender Committee towards the submitting Bidder or any other Bidder, and the Tender Committee may at its sole discretion provide comments in writing to the Bidder, provide partial comments or no comments at all. It is clarified that comments are provided on a non-binding basis.

7.6. The Voluntary Pre-Ruling of Bid Bond process is not a negotiation process between the Tender Committee and the Bidders. It is only an instrument of the Tender Committee to provide the Bidders with an opportunity to reduce the risk of disqualification due to non-compliant Bid Bonds.

7.7. The Tender Committee will provide its comments, subject to the aforesaid provisions regarding the Tender Committee’s comments as noted above, to the respective Bidders no later than ten (10) Days prior to the Bid Submission Date.

7.8. Submission of a Bid Bond draft by a Bidder for the Tender Committee’s Voluntary Pre-Ruling of Bid Bond will not impose any obligation on such Bidder to submit a Bid, and the Tender Committee will not view such Bidder as submitting a Bid until the submission of a Bid in accordance with all the stipulations set forth in the Tender Documents on the Bid Submission Date.

7.9. Non-submission of a Bid Bond draft in accordance with the Voluntary Pre-Ruling of the Bid Bond mechanism set out above shall not derogate from any of the Bidder’s rights and obligations.

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Annex B
Currencies Conversion

1. **Exchange of Currency**

1.1. The financial figures included in the Tender Documents must be submitted in NIS and in the applicable original currency.

1.2. Financial information (such as Contract Value or Weighted Average Turnover) and the figures included in the Financial Statements, presented in any currency other than NIS, will be converted to NIS in accordance with the average exchange rates for the relevant calendar fiscal year, as presented below:
Exchange Rates for the purpose of Demonstrating Weighted Average Turnover - Annual Average Exchange Rates for End of Fiscal Year **December 31st**:

Currency	2021	2022	2023	2024
EUR	3.8196	3.5361	3.9895	4.0021
USD	3.2293	3.3577	3.6897	3.6990
GBP	4.4430	4.1511	4.5895	4.7277

1.3. Contract Value

1.3.1. The Contract Value of a demonstrated Rail Line Project in the Bid shall be converted to NIS based on the annual exchange rates detailed below*:

Currency	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
EUR	4.3116	4.2496	4.0622	4.2442	3.9926	3.9252	3.8196	3.5361	3.9895	4.0021
USD	3.8839	3.8406	3.5997	3.5970	3.5643	3.4367	3.2293	3.3577	3.6897	3.6990
GBP	5.9394	5.2101	4.6324	4.7973	4.5508	4.4130	4.4430	4.1511	4.5895	4.7277

*With respect to a Completed demonstrated Rail Line Project – in accordance with the applicable annual exchange rate on the year of Completion; With respect to a demonstrated Rail Line Project which was not Completed - in accordance with the applicable annual exchange rate for the year 2024.

2. **Conversion of Other Currencies**

2.1. A Bidder whose financial information (such as a Contract Value), or Financial Statements are presented in currencies other than the currencies that the exchange rates of which are presented in Section 1 (Exchange of Currency) above, is required to submit a specific request to the Tender Committee for other currency conversion to NIS, at least thirty (30) days prior to the Bid Submission Date. Such a request shall contain all the relevant information, including exchange rate tables and a 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.

The foregoing does not derogate from the requirements of Section 1.1 above.

2.2. A Bidder whose fiscal year, according to its place of registration, is not one of the fiscal years specified in Section 1 (Exchange of Currency) above, is required to request the approval of the Tender Committee to use alternative exchange rates, at least thirty (30) days prior to the Bid Submission Date. The request must specify all the relevant information and exchange rate tables, on which the Bidder relies. The Tender Committee will consider each request on a case-by-case basis and may issue an Addendum as a result therefrom.

Tender no. 143/2025

Assurance Management and Technical Auditing Services for the Metropolitan Tel Aviv Mass Transit System

Volume 1 – Invitation to Bid

Part III. Evaluation Criteria (EC)

1. DEFINITIONS

All capitalized terms used in this document and not defined hereunder shall have the meaning ascribed to them in the Tender Documents.

Additional Core Team Member	-	Shall have the meaning ascribed thereto in Clause 3.12.6 *(Additional Core Team Member(s))* of the Agreement.
Big Task	-	Shall have the meaning ascribed thereto in the Invitation to Bid.
Deputy PAO Manager	-	Shall have the meaning ascribed thereto in **Appendix 2** *(Scope of Services)* of the Agreement.
Deputy TAT Manager	-	Shall have the meaning ascribed thereto in **Appendix 2** *(Scope of Services)* of the Agreement.
Medium Task	-	Shall have the meaning ascribed thereto in the Invitation to Bid.
Major Task	-	Shall have the meaning ascribed thereto in the Invitation to Bid.
PAO Manager		Shall have the meaning ascribed thereto in **Appendix 2** *(Scope of Services)* of the Agreement.
Proposed Methodology		Means as set out in Section 2.2 below.
Quality Proposal Score or **QPS**	-	Shall mean the Quality Proposal Score, calculated in accordance with the provisions of this Volume 1 Part III (*Evaluation Criteria*).
Small Task	-	Shall have the meaning ascribed thereto in the Invitation to Bid.

Task under Audit - Shall have the meaning ascribed thereto in the Invitation to Bid.

TAT Manager Shall have the meaning ascribed thereto in **Appendix 2** *(Scope of Services)* of the Agreement.

2. QUALITY PROPOSAL

2.1. As outlined in Section 7.4 *(Stage 2 – The Quality Proposal)* of the ITB, during the second Stage of the Evaluation Process, the Quality Proposal Score shall be determined according to the criteria detailed in the table below:

Sub-Criteria #	Evaluation Criteria Description	Allocation of Points	Max Points per Criteria
The Bidder			
1	1(a) **Proposed methodology for the performance of the Services**	**Up to ~~21~~ 18 points in accordance with the following breakdown:** - **Up to 6 points** will be awarded for the proper implementation of best engineering practices. - **Up to ~~5~~ 4 points** will be awarded for the level of detail. - **Up to ~~5~~ 4 points** will be awarded for the degree of suitability for the required services as detailed in **Appendix 2** *(Scope of Services)* of the Agreement. - **Up to ~~5~~ 4 points** will be awarded for detailing the proposed strategy for integrating innovative solutions (methods, means, and processes) throughout the life cycle of the Program and the methods for their implementation and/or establishment within the Program.	**21 points**

	1(b) ISO 9001:2015 or conformity to the requirements of the said standard	**Up to 3 points in accordance with the following breakdown:**
		- **3 points** will be awarded to a Bidder holding a valid ISO 9001:2015 certification as of the Bid submission date.
		- **Up to 2 points will be awarded to a Bidder that does not possess the above certification, but demonstrates implementation of a QMS aligned with the requirements of the said standard in accordance with the following breakdown:**
		    - **Up to 1 point** will be awarded for a high-level hierarchical list of QMS documents (e.g., plans, procedures, forms), organized consistently with the Bidder's main areas of operation.
		    - **Up to 1 point** will be awarded for the Bidder's Quality Management Plan document and the extent to which its contents align with the requirements of ISO 9001:2015.	

2	**The Bidder's experience in providing Engineering Consultancy Services for Rail Line Project(s)** For this criterion, Bidders shall present **two (2) projects** that were introduced to demonstrate compliance with the Professional Threshold Requirements under Section 3.1.2 of Volume 1 (ITB); Part II *(Threshold Requirements)*.	**Up to 4 points** per each demonstrated project **(two (2) projects at the most)**, in accordance with the following breakdown: - **Up to 1 point** will be awarded for providing Engineering Consultancy Services related to system engineering. - **Up to 1 Point** will be awarded for providing Engineering Consultancy Services during the demonstrated project testing and commissioning phase. - **Up to 1 Point** will be awarded for providing Engineering Consultancy Services with respect to the project's maintenance services within the project's maintenance phase.	**8 Points**

	It shall be noted that no additional project(s) will be reviewed and/or considered.	- **Up to 1 Point** will be awarded for providing Engineering Consultancy Services regarding the project's operation services within the project's operation phase	
3	**Bidder's experience in providing Quality Assurance Services for Rail Line Project(s)** For this criterion, Bidders shall present **two (2) projects** introduced to demonstrate compliance with the Professional Threshold Requirements under Section 3.2.2 of Volume 1 (ITB); Part II *(Threshold Requirements)*. It shall be noted that no additional project(s) will be reviewed and/or considered.	**Up to 6 points** per each demonstrated **project (two (2) projects at the most)**, in accordance with the following breakdown: - **Up to 1.5 points** will be awarded if the Quality Assurance Services include reviewing management plans for the contractor or the project manager during the applicable project development phase. - **Up to 1.5 Points** will be awarded for providing Quality Assurance Services related to system engineering. - **Up to 1.5 Points** will be awarded for providing Quality Assurance Services during the demonstrated project testing and commissioning phase. - **Up to 1.5 Points** will be awarded for providing Quality Assurance Services regarding the project's maintenance services within the project's maintenance phase.	**12 points**
4	**Bidder's experience as Rail Line Project(s) Management Company** For this section, "**Project Management Company**" refers to an entity responsible for providing services related to project management and coordination on	**Up to 6 points per** each demonstrated project **(two (2) projects at the most)**, in accordance with the following breakdown: - **Up to 1.5 points** will be awarded if the project management services are related to system engineering. - **Up to 1 Point** will be awarded if the demonstrated project commences commercial operation.	**12 points**

	behalf of the public entity project owner. For this criterion, Bidders may present up to 2 (two) projects in accordance with the following options: a. The project(s) (either one or two) that were introduced to demonstrate compliance with the Professional Threshold requirements under Sections 3.1.2.1 to 3.1.2.3 of Volume 1 (ITB), Part II *(Threshold Requirements)*, *or* b. one or two additional project(s) that comply with the Professional Threshold requirements under Sections 3.1.2.1 to 3.1.2.3 of Volume 1 (ITB), Part II *(Threshold Requirements)*. It shall be noted that no additional project(s), other than those specified above, will be reviewed and/or considered.	- **Up to 1.5 Points** will be awarded in case the project management services were executed during the demonstrated project testing and commissioning phase. - **Up to 1 Point** will be awarded if the management services include managing the project's maintenance services within the project's maintenance phase. - **Up to 1 Point** will be awarded if the management services include managing the project's operation services within the project's operation phase.	
The Proposed TAT Manager			
5	**Technical Auditing Manager's professional experience in**	**Up to 8 points (one (1) project at the most)**, in accordance with the following breakdown:	**8 Points**

	auditing or monitoring the system engineering field in Rail Line Project(s) For this criterion, Bidders shall present <u>one (1) project</u> that was introduced to demonstrate compliance with the Professional Threshold Requirements under section 3.4.2.1 or section 3.4.2.2 of Volume 1 (ITB), Part II *(Threshold Requirements)*. It shall be noted that <u>no additional project(s)</u> will be reviewed and/or considered	- **Up to 4 Points** will be awarded for managing team(s) during the demonstrated project testing and commissioning phase. - **Up to 4** will be awarded if the demonstrated project commences commercial operation.	
The Proposed PAO Manager			
6	PAO Manager experience in managing team(s) providing Quality Assurance Services for Rail Line Project(s) With respect to this <u>criterion</u>, Bidders may present <u>up to 3 projects</u> in accordance with one of the following options: a. If the Bidder introduces one (1) project to demonstrate compliance with the Professional Threshold requirements under Sections 3.5.2.1 and 3.5.2.2 of Volume 1 (ITB), Part II *(Threshold Requirements)*, then the Bidder	**Up to 4 points per each demonstrated project (three (3) projects at the most), in accordance with the following breakdown:** - **Up to 1 Point** will be awarded if the Quality Assurance Services include auditing the owner's quality management plan/system. - **Up to 1 Point** will be awarded if the Quality Assurance Services included the auditing of the management plans on behalf of the contractor or the project manager on behalf of the Owner. - **Up to 1 Point** will be awarded if the Quality Assurance Services are related to system engineering.	**12 Points**

	may present <u>up to two (2) additional projects</u>, pursuant to such additional projects, comply with either the Professional Threshold Requirements under Section 3.5.2.1 or Section 3.5.2.2 of Volume 1 (ITB), Part II *(Threshold Requirements)*; ***or*** b. If the Bidder introduced two (2) projects to demonstrate compliance with the Professional Threshold requirements under Sections 3.5.2.1 and 3.5.2.2 of Volume 1 (ITB), Part II *(Threshold Requirements)*, then the Bidder may present <u>up to one (1) additional project</u>, pursuant to such additional project complies with either the Professional Threshold Requirements under Section 3.5.2.1 or Section 3.5.2.2 of Volume 1 (ITB), Part II *(Threshold Requirements)*. It shall be noted that <u>no additional project(s), other than those specified above</u>, will be reviewed and/or considered.	- **Up to 1 Point** will be awarded in case the Quality Assurance Services were during the demonstrated project testing and commissioning phase or were related to the project's maintenance services within the project's maintenance phase.	
Interview			
7	NTA will interview the Bidder to assess their proposals and personal impressions.	The Tender Committee will interview the Bidder, its proposed TAT Manager, and the PAO Manager. Such an interview shall be conducted on the date(s) determined by the Tender Committee and pursuant to its instructions. It shall include a	**27 Points**

	The Bidder, the proposed TAT Manager, and the PAO Manager will attend the interviews.	presentation and discussion with the Bidder of its Methodology Document and internal QMS (whether based on ISO 9001:2015 possession or conformity to the requirements of the said standard as proposed under **Sub-Criteria 1(a) and 1(b)** above. The Tender Committee will score the Bidder, inter alia, based on its Methodology presentation and performance at the interview and the capabilities and experience of the Bidder and its designated Managers, and shall allocate points as follows: (a) **Up to 4 points** will be awarded for the presentation of the Bidder's Study and the clarity and comprehensiveness of the presentation made by the Bidder, including the degree of familiarity with the services required by NTA; (b) **Up to 4 points** will be awarded for the Bidder's Proposed Methodology and the clarity and consistency of the presentation made by the Bidder. (b1) **Up to 3 points** will be awarded for the presentation of the Bidder's QMS, including assure compliance and enforcement procedures within day-to-day operations, the organizational significance attributed thereto, and the Bidder's proposed approach for applying QMS to the NTA's operations. (c) **Up to ~~5~~ 4 points** will be awarded for the existence of prior coordination between the Members in other projects and prior cooperation between the proposed Managers. (d) **Up to ~~8~~ 7 points** will be awarded for the Tender Committee's impression of the Bidder's and its proposed Managers' prior experience. If the Bidder has previous experience working with NTA, it will be taken into account within the score of this sub-criterion. (e) **Up to ~~6~~ 5 points** will be awarded for the Tender Committee's impression of the Bidder's response to the	

		Tender Committee's general questions during the interview.	

2.2. **Bidder's Proposed Methodology and ISO 9001:2015 Certification or Conformity to the Requirements of the Said Standard**

Each Bidder shall submit its (a) proposed methodology for the performance of the required Services as stipulated in **Appendix 2** *(Scope of Service)* of the Agreement (the "**Proposed Methodology**") **and** (b) ISO 9001:2015 Quality Management Systems Requirements certification ***or*** internal Quality Management System (QMS) document list and Quality Management Plan document.

2.2.1. Proposed Methodology; General Instructions

2.2.1.1. The Bidder's Proposed Methodology document shall be submitted in accordance with the following technical instructions:

2.2.1.1.1. One (1) **original** copy, in accordance with the size and format requirements detailed below; and

2.2.1.1.2. one (1) additional identical copy to the original; and

2.2.1.1.3. One (1) digital storage device (for example, a USB flash drive, DOK, or other storage device accessible to and by the Tender Committee) containing a copy of the Proposed Methodology in PDF format and open format (Word, Excel, or other applicable software as applicable).

2.2.1.1.4. Size and format requirements:

2.2.1.1.4.1. Number of pages: up to 20;

2.2.1.1.4.2. Page size: shall be submitted in A4 page size;

2.2.1.1.4.3. Font size: minimal font size of 12;

2.2.1.1.4.4. Font type: Times New Roman or Arial;

2.2.1.1.4.5. Line spacing: 1.5 lines;

2.2.1.1.4.6. Page margins: a minimum 20 mm margin on all sides.

2.2.1.2. Adherence to the foregoing requirements is necessary to ensure readability and fairness.

2.2.1.3. The Tender Committee may disregard any information or materials submitted in excess of the above page and formatting limitations at its sole discretion.

2.2.1.4. All the Bidder's submission pages shall be numbered (including, inter alia, general cover letters and inside covers). However, the above page number limitation will not include general/inside covers/title pages.

2.2.1.5. Each Participant shall include a copy of the Proposed Methodology in its Pre-Bid Submission, attached to as **Tender Form 16** *(Proposed Methodology for* *the Performance of the Services and ISO 9001:2015 Certification or Alignment with the Requirements of the Said Standard)*.

2.2.2. Proposed Methodology; introduction of services

The Bidder's Proposed Methodology document must address the following requirements:

2.2.2.1. Introduction of the main challenges identified by the Bidder concerning the required Services, the Program specifications, and the presentation of the Bidder's overall philosophy to be applied.

2.2.2.2. Introduction of the services suggested (including processes, methods, and means) to be performed by the Bidder with respect to all of the following:

2.2.2.2.1. Scope of assurance services of auditing and/or managing and maintaining the demonstrated project QMS throughout the Program's lifecycle and concerning the various Program stages.

2.2.2.2.2. Scope of technical auditing services throughout the Project's lifecycle and with respect to the various stages of the different Projects and for the Project's stages.

2.2.2.2.3. Scope of innovation management throughout the Program's lifecycle with respect to the various stages of a Project.

2.2.2.3. In addition, and with respect to each of the services detailed in Sections 2.2.2.2.1 to 2.2.2.2.3 above, the Bidder will introduce (i) the proposed reporting methods and frequencies; (ii) tracking methods in respect to Non-Conformance findings and (iii) implementation of new methods and/or techniques and/or procedures and/or equipment/systems.

2.2.2.4. Introduction of the proposed organizational structure for executing the services with respect to both the PAO and TAT functions.

2.2.2.5. Introduce the internal conflict resolution decision-making processes in case the actions or activities required in accordance with **Appendix 2** *(Scope of Service)* of the agreement are different or contradictory with other external parties related to the Program (including PMCs, line managers, and governmental authorities).

2.2.2.6. The Bidder is not required to detail standard and generic procedures and processes and should focus on the Programs' specific requirements and characteristics.

2.2.3. **ISO 9001:2015 Certification or Conformity to the Requirements of the Said Standard**

2.2.3.1. It is required to attach a copy of the ISO 9001:2015 Quality Management Systems Requirements certification, certified as a true and accurate copy, issued by an accredited certification body.

2.2.3.2. In the absence of a formal ISO 9001:2015 Certification, the Bidder may submit internal Quality Management System (QMS) documents list and Quality Management Plan document evidencing alignment with the requirements of ISO 9001:2015.

2.3. **Additional Documents Required to Determine the Quality Proposal Score**

2.3.1. The data, as completed by the Bidder within **Tender Forms 7 to 8, 10 to 11, and 16**, will also be used by NTA to provide the Quality Score concerning the criteria detailed in Section 2.1 above (the detailed criteria in rows **1 to 6** of the table).

2.3.2. Accordingly, the Bidder shall complete all applicable parts of the applicable Tender Forms in an accurate and detailed manner, disclosing all the information requested, as well as any additional information or data required to clarify, substantiate and, in general, support the evaluation procedure.

3. FINANCIAL PROPOSAL

3.1. As outlined in Section 7.5 *(Stage 3 – The Financial Proposal)* of the ITB, during the third Stage of the Evaluation Process, the Financial Proposal score shall be determined based on the Quantity for Evaluation as detailed below:

3.1.1. Table 1 – Assurance and Auditing of Time Schedule

Small Task		Medium Task		Big Task		Major Task	
Price	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**
24,000	1	24,000	2	30,000	8	36,000	2

The resulting amounts, as calculated in accordance with the provisions of section 7.5.5 *(Audit's Financial Proposal)* of the ITB, shall be referred to as "**A**."

3.1.2. Table 2 – Assurance and Auditing of Budget and Cost Estimate

Small Task		Medium Task		Big Task		Major Task	
Price	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**
15,000	1	21,000	1	30,000	1	36,000	1

The resulting amounts, as calculated in accordance with the provisions of Section 7.5.5 *(Audit's Financial Proposal)* of the ITB, shall be referred to as "**B**."

3.1.3. Table 3 – Processes and Procedures Auditing

Audit Type	Price	Quantity for Evaluation
QMS Process Audit	46,000	56
Management Plans Review Audit	48,000	16
Health & Safety Audit	36,000	30
Environment & Sustainability Audit	36,000	15

The resulting amounts, as calculated in accordance with the provisions of Section 7.5.5 *(Audit's Financial Proposal)* of the ITB, shall be referred to as "**C**."

3.1.4. Table 4 – Design Technical Auditing

	Small Task Under Audit*		**Medium Task Under Audit**		**Big Task Under Audit**		**Major Task Under Audit**	
Price/Quantity	**Price**	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**
Preliminary design	18,000	4	30,000	4	48,000	4	61,000	5
Detailed design	24,000	2	30,000	2	61,000	3	73,000	1

The resulting amounts, as calculated in accordance with the provisions of Section 7.5.5 *(Audit's Financial Proposal)* of the ITB, shall be referred to as "**D**."

3.1.5. Table 5 – Technical Auditing of Tender Documents

Small Tenders		**Medium Tenders**		**Big Tenders**		**Major Tenders**	
Price	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**
18,000	1	30,000	1	73,000	1	110,000	6

The resulting amounts, as calculated in accordance with the provisions of Section 7.5.5 *(Audit's Financial Proposal)* of the ITB, shall be referred to as "**E**."

3.1.6. Table 6 – Technical Auditing of Construction

	Small Task Under Audit*		**Medium Task Under Audit**		**Big Task Under Audit**		**Major Task Under Audit**	
Price/Quantity	**Price**	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**
Construction or civil engineering works related to engineering	24,000	20	30,000	40	36,000	20	48,000	8

	Small Task Under Audit*		**Medium Task Under Audit**		**Big Task Under Audit**		**Major Task Under Audit**	
Fit-Out, Equipment Procurement and Installation	24,000	5	36,000	5	48,000	8	70,000	15
Manufacturing and/or Procurement	30,000	43	45,000	36	61,000	40	71,000	40

The resulting amounts, as calculated in accordance with the provisions of Section 7.5.5 *(Audit's Financial Proposal)* of the ITB, shall be referred to as "**F**."

3.1.7. Table 7 – Testing and Commissioning (T&C) Products and Processes Audits

Small Task Under Audit		**Medium Task Under Audit**		**Big Task Under Audit**		**Major Task Under Audit**	
Price	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**	**Price**	**Quantity for Evaluation**
28,000	10	41,000	20	51,000	20	61,000	50

The resulting amounts, as calculated in accordance with the provisions of Section 7.5.5 *(Audit's Financial Proposal)* of the ITB, shall be referred to as "**G**."

3.1.8. Table 8 – Quality Assurance of Operation and Maintenance (O&M)

Price	Quantity for Evaluation
55,000	35

The resulting amounts, as calculated in accordance with the provisions of Section 7.5.5 *(Audit's Financial Proposal)* of the ITB, shall be referred to as "**H**."

3.1.9. Table 9 – Retainer Fee

Years of experience		5-10		11-15		16-20		21-25		Over 26 Years	
		Price	Quantity for Evaluation (number of months)	Price	Quantity for Evaluation (number of months)	Price	Quantity for Evaluation (number of months)	Price	Quantity for Evaluation (number of months)	Price	Quantity for Evaluation (number of months)
Monthly cost (per employee)[1]	PAO Manager	22,000	24	27,000	24	29,000	24	30,500	24	32,500	24
	TAT Manager	22,000	24	27,000	24	29,000	24	30,500	24	32,500	24
	Deputy PAO Manager	20,000	24	21,000	24	22,000	24	23,000	24	25,000	24
	Deputy TAT Manager	20,000	24	21,000	24	23,000	24	25,000	24	26,000	24

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[1] Bidders' attention, If, the Bidder Proposal was selected as the Successful Bidder, and with respect to payments under the Services Agreement concerning Retainer fee related to Local Entity (as such term is defined in the Tender Documents), NTA shall consider the applicable rate in accordance with the provisions of Section 2.4.4 of Appendix 3 *(Remuneration and Payment)* of the Services Agreement.

	Rolling Stock Production Factory Auditor	22,000	12	23,000	~~15~~12	24,000	~~15~~12	25,000	~~15~~12	26,000	~~15~~12
	Additional Core Team Member	21,000	10	22,000	1ss0	23,000	10	25,000	10	26,000	10

The resulting amounts, as calculated in accordance with the provisions of section 7.5.6 (*Retainer Financial Proposal*) of the ITB.

***

Tender no. 143/2025

Assurance Management and Technical Auditing Services for the Metropolitan Tel Aviv Mass Transit System

Volume 1 – Invitation to Bid

Part IV. Tender Forms

Envelope 1 – General Information, Threshold Requirements and Evaluation Criteria

Tender Form 1	-	The Bid Letter
Tender Form 2	-	Power of Attorney - Authorized Representative
Tender Form 3	-	The Bidder
Tender Form 4	-	Certificates and Affidavit According to Public Entities Transactions Law
Tender Form 5	-	Declaration and Obligation of No Conflict of Interest
Tender Form 6	-	The Bid Bond
Tender Form 7	-	Engineering Consultancy Services Experience
Tender Form 8	-	Quality Assurance Services Experience
Tender Form 9	-	~~ISO Certificates~~Not in use
Tender Form 10	-	Technical Auditing Manager
Tender Form 11	-	Program Assurance Office Manager
Tender Form 12	-	Contracting Key Member Undertakings
Tender Form 13	-	Financial Threshold Requirements
Tender Form 14	-	No Going Concern
Tender Form 15	-	Letter of Guarantee (if applicable)
Tender Form 16	-	Proposed Methodology for the Performance of the Services and ISO 9001:2015 Certification or Alignment with the Requirements of the Said Standard
Tender Form 17	-	Signed Services Agreement
Tender Form 19	-	Content of the Bid

Envelope 2 – Financial Proposal

Tender Form 18	-	Financial Proposal
Tender Form 18A	-	Financial Proposal (Excel)

TENDER FORM 1
THE BID LETTER

** Any capitalized terms used and not defined herein shall have the meaning given such terms in the Tender Documents.*

To:
N.T.A. – Metropolitan Mass Transit System Limited
1 Azrieli Center, Harokmim and Halahav Street
Building A, 9th Floor
Holon, Israel

Dear Sir,

Re: Invitation to Tender for the Assurance Management and Technical Auditing Services for the Metropolis Mass Transit Systems (the "Invitation To Bid")

In response to Tender number 143/2025 issued on June 12, 2025, extending an invitation to submit a Bid, We, the undersigned, ____________________ *(name of company to be completed)*, the "**Bidder**") have thoroughly and carefully read the Tender Documents and pleased to submit our Bid.

1. The Bidder agrees to all of the terms and provisions in the Tender Documents and submits its Bid in accordance with the terms and provisions contained therein. The signed Services Agreement is attached to our Bid as **Tender Form 17**, in accordance with the provisions of Section 5.6.4 of the Invitation.
2. The Bidder has carefully reviewed all of the Tender Documents, conducted all examinations and deliberations, by experienced experts on its behalf with regard to its participation in the Tender process and the submission of its Bid and hereby acknowledges, gives its consent and hereby waives any claim and/or right or any other remedy or relief with regard to the Tender process, tendering rules and the Tender Documents in this regard.
3. The Bidder, any entity which exercises Control over the Bidder, is under the common Control of such entity or is Controlled by the Bidder, participates in this Tender process only within this Bid.

4. The Bid is accurate, complete and up-to-date at the time of the Submission Date, in accordance with the requirements of the Tender Documents, the Bid is fully compliant with all terms and provisions of the Tender Documents. The Bid integrates all works, methods, equipment, goods and services required by the Tender Documents for the performance of the Services.
5. The Bid has not been prepared in collusion with any other Bidder, or with any affiliate thereof, is not made in the interest of, or on behalf of, or in cooperation with any undisclosed person, corporation, company, voluntary association, partnership, trust, or unincorporated association and is not collusive or sham in any manner otherwise.
6. The Bidder has not, directly or indirectly, induced or solicited any other third party, including any related entities of the Bidder to put in a false or sham Bid, and has not by itself, directly or indirectly, colluded, arranged or agreed with any other Bidder, to secure any advantage against any other Bidder, or to secure any advantage against NTA or anyone interested in the Services.
7. The Bidder hereby represent and warrants as follows:
   - 7.1. The Bidder is a single Entity duly incorporated, organized and validly existing under the laws of the jurisdiction in which it was organized. The Bidder's certificate of incorporation shall be attached to **Tender Form 3** (*The Bidder*).
   - 7.2. The Bidder has the full corporate power to enter into, perform and deliver, and has taken all necessary action to authorize the entry into, performance and delivery of the Bid and the Services Agreement and the transactions contemplated thereby;
   - 7.3. Neither the execution, delivery nor the performance of the Bidder's respective obligations pursuant to its Bid and the Services Agreement (should the Bidder be chosen as the Successful Bidder): (i) contravenes or violates any provisions of any laws by which the Bidder is bound; (ii) conflicts with or violates in any material respect any provisions of the Bidder's Articles of Association; or (iii) conflicts, violates or will result in a breach, in any material respect, of any of the terms, covenants, conditions or provisions of any agreement or instrument to which the Bidder is party, or by which it or any of its properties or assets are bound or to which they are subject, or constitutes a default under such agreement or instrument.

7.4. The Bidder is not bound by any contractual or statutory obligation which would preclude it from providing the data and information contained in its Bid or any part thereof. The Bidder has the right to make all disclosures that are made in its Bid and the data and information contained in its Bid do not include confidential information, trade secrets or other proprietary information of the Bidder and/or any third party that NTA is prevented from using.

7.5. In accordance with the provisions of Section 5.7.2 of the Invitation, with respect to information considered by the Bidder as Privileged Information, the Bidder hereby attached a Redacted Copy of the Bid.

7.6. The Bidder is not a Declared Entity and it is not a Related Entity of a Declared Entity; and the office holders thereof involved in the Tender Process or in the design consulting services on its behalf are not Declared Entities or Related Entities of the Declared Entities.

7.7. The Bidder's incorporation documents do not contain any provision which may restrict or limit its ability to undertake and provide NTA the Design Consulting Services.

7.8. The Bidder is legally entitled to use and transfer, or license/sublicense (as applicable), all information, know-how, trade secrets, patents and/or other intellectual property contained in its Bid.

7.9. The Bidder does not have any actions or proceedings pending nor, to the best knowledge of the Bidder and after due investigation, actions or proceedings which might result in any material or adverse change in the Bidder's business, operations, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets;

7.10. To the best of its knowledge, there are no actions or proceedings relating to the Bidder 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.

7.11. To the best of its knowledge, the Bidder, and any Interested Party thereof (including individuals involved in the Tender Process), have not been convicted of an Offence and no indictment (criminal charges) with respect to an Offence has been filed (submitted) against any of such, except as detailed below *[to be completed in accordance with the provisions of Section 2.7 (An Entity Charged with, or Convicted of, an Offence) of the ITB]:*

____

____

____.

7.12. The Bidder possesses the requisite financial strength, experience, expertise, means, manpower, equipment, resources, knowledge and know-how, required to perform all of its obligations in accordance with the Bid and the Tender Documents including the Services Agreement (should the Bidders be selected as the Successful Bidder);

7.13. The Bidder and any Interested Party thereof (including individuals involved in the Tender Process) is not a resident or national of a country which does not have diplomatic relations with the State of Israel and/or of a country which does not have proper and reliable trade relations with the State of Israel;

7.14. Without derogating from the above, the Bidder has carefully read, understood, and does not and will not violate any of the provisions of the Invitation to Bid. Furthermore, the Bidder does not employ or engage any of the advisors to NTA as specified in Section 6.3 *(Advisors to the Tender Committee)* of the Invitation to Bid, for the purposes of the Tender Process or the Services.

8. The Bidder understands that NTA does not represent or warrant that the information contained in the Tender Documents, which NTA has made available to the Bidder, may not be complete or accurate. It is expressly understood that no information derived from an investigation or interpretation of the information contained in the Tender Documents by the Bidder or any of its representatives, will, in any way, relieve the Bidder from any responsibility, risk or obligation to properly fulfill its obligations under the Tender Documents.

9. Without derogating from the generality of the provisions of Section 9.6 (*Tender Committee's Prerogatives*) of the Invitation to Bid, the Bidder understands that the submission of its Bid shall not be deemed in any way to create an obligation on the part of

NTA to announce the Bidder's compliance with the Tender requirements or to award the Bidder (or any other Bidder) with the Services Agreement. NTA has the right, at its sole discretion, to: (i) reject the Bid submitted by the Bidder; (ii) cancel, terminate or annul the Tender process; (iii) reject any or all Bids at any time; (iv) request additional information from the Bidder or other parties; (v) cancel or modify the Tender Documents at any time; (vi) negotiate with any or all Bidders; or (vii) otherwise act or exercise its rights in accordance with the provision of the Tender Documents.

10. The Bidder realizes that a breach of any of the undertakings, agreements and/or representations, in part or in entirety, may lead to the disqualification of its Bid.
11. The Bidder acknowledges and agrees that other than as explicitly provided for in the Tender Documents, any and all costs and expenses incurred by it and anyone on its behalf with respect to and/or in connection with the participation in the Tender process (including, without limitation, preparation and submission of its Bid, and including changes and requests for further clarifications), will be borne by the Bidder regardless of the conduct or outcome of the Tender process. The Bidder and anyone on its behalf will not be reimbursed for such costs and expense.
12. To the extent that the Bidder had any claims with respect to the Tender Process and/or the Tender Documents, the Bidder submitted such claims prior to the Submission Date. Where the Bidder has not made claims (or claims that it has submitted were rejected) prior to the Submission Date it shall be deemed to have waived any such claims.
13. The Bidder accepts and agrees that its obligations, as set forth in the Tender Documents, include all terms and provisions expressly set forth therein as well as any obligations, works, or other requirements which are not expressly set forth and which are directly or indirectly related to the full performance of its obligations in full compliance with all provisions of the Tender Documents.
14. The Bidder acknowledges its irrevocable and unconditional consent to the Services Agreement and undertakes to perform the Services in strict compliance with the terms and conditions of the Services Agreement and all applicable laws, in the event it is declared a Successful Bidder.

15. At all times during the term of the Services Agreement and notwithstanding any dispute, the Bidder shall perform the Services and deliver its reports to NTA without any delay or disruption regardless any such dispute and shall comply with all applicable provisions thereof.

16. The laws of the State of Israel shall apply to this Bid Submission Letter and the Bid, their interpretation and the rights and undertakings of the Bidder and/or any other parties undersigned hereunder and any matter relating thereto and/or deriving therefrom.

    The applicable court of Tel Aviv shall have the sole jurisdiction over all matters and all disputes arising in connection with the Tender Process (including this Bid Submission Letter and the Bidder's Bid).

17. Incorporated hereto, and made an integral part of the Bid, all Tender Forms, attachments and appendices thereto, and other annexes attached to the Bid.

18. The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the Tender documents, issued until the Submission Date:

    Addenda No. _____ Date Received: _____

    Addenda No. _____ Date Received: _____

    Addenda No. _____ Date Received: _____

    Addenda No. _____ Date Received: _____

    Addenda No. _____ Date Received: _____

    [...to be completed]

Faithfully yours,

	Stamp and Signature	Date	Confirmation of signatory rights (*)	Date
The Bidder	____________________	_________	__________________	_________

(*) In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Bidder are authorized to sign on behalf of the Bidder and to bind such entity for purposes of the above stated Tender Form, for all purposes and intents.

TENDER FORM 2
POWER OF ATTORNEY - AUTHORIZED REPRESENTATIVE

[To be completed by the Bidder]
**Any capitalized terms used and not defined herein shall have the meaning given such terms in the Tender Documents.*

Whereas _____, a company incorporated under the _____ *[relevant law]* and having its registered office at _____; (hereinafter the "**Bidder**"); and

Whereas in accordance with the provisions of the Invitation to Bid, the Bidder is required to authorize one person to act on behalf of and legally bind the Bidder during the Tender process and in connection with the Tender Documents including the Bid (the "**Authorized Representative**").

NOW IT IS HEREBY AGREED as follows:

1. We, the undersigned, hereby irrevocably and unconditionally appoint _____, as the Authorized Representative and hereby vesting the Authorized Representative with the authority to represent, act on behalf of and legally bind us and with the authority to receive instructions, incur liabilities, make representations, conduct and execute all actions for and on behalf of us, during the Tender process and during the term of the Services Agreement (if applicable).
2. Without derogating from the above, the Authorized Representative is authorized to respond to queries, make any warrants and/or representations, submit information, documents, sign and execute agreements and undertakings consequent to the announcement of the Bidder as the Successful Bidder (if applicable) and generally to represent us in our relationship with NTA.
3. In addition, we hereby ratify and confirm all acts, deeds and things done or caused to be done by the Authorized Representative pursuant to and in exercise of the powers conferred by this authorization and that all acts, deeds and things done by the Authorized Representative in exercise of the powers hereby conferred are and shall always be deemed to have been done by us.

4. The powers and authorizations granted by us under this authorization to the Authorized Representative shall not be transferred or assigned without the prior written approval of NTA.
5. We hereby warrant and undertake that no other document and/or agreement contradict or will contradict the provisions of this authorization.
6. This Power of Attorney shall not be canceled without a seven (7) days prior written notice to NTA.

Authorized Representative details:

Full name: ______________________

Business Address: ______________________

E-Mail Address: ______________________

Phone: ______________________

Facsimile: ______________________

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS AUTHORIZATION.

Faithfully yours,

	Stamp and Signature	Date	Confirmation of signatory rights (*)	Date
The Bidder	____________	________	____________	________

(*) In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Bidder to sign on behalf of the Bidder and to bind such entity for purposes of the above stated Tender Form, for all purposes and intents.

TENDER FORM 3
THE BIDDER

[To be completed by the Bidder]
**Any capitalized terms used and not defined herein shall have the meaning given such terms in the Tender Documents.*

1. Name: ______________________________

Business Address: ______________________________

Phone: ______________________________

Facsimile: ______________________________

E-mail: ______________________________

	Name	Profession	Title
2. Position Holders in the Bidder (officers):			
	____________	____________	____________
	____________	____________	____________
	____________	____________	____________

3. Legal Status:

Limited Partnership ☐

Limited Liability Company ☐

☐ The Bidder's Certificate of Incorporation is attached hereto as **Annex A** of this **Tender Form 3.**

4. Status of Incorporation *[mark the applicable option]***:**

☐ The Bidder is an Entity incorporated under the laws of the state of Israel.

☐ The Bidder is a foreign Entity incorporated under the laws of its domicile, which is:_____________;

☐ The Bidder is a foreign Entity incorporated under the laws of its domicile, which is: ______________________________

_______, and is registered in Israel as a Foreign Company according to the provisions of the Companies Law 5757-1999 ("**Foreign Company**").

5. **In accordance with Section 2.1.2 of the Threshold Requirements** *[mark the applicable option]***:**

☐ If the Bidder is incorporated in the State of Israel or registered in Israel as a Foreign Company as defined under the Companies Law 1999, it shall fill out the Affidavit in **Tender Form "4"**, as required pursuant to the provisions of the Public Entities Transactions Law, 1976, and shall attach an ascertainment of regular reports of revenues to the tax assessor and the director of V.A.T. in transactions that are taxable under the Value Added Tax Law 1975.

☐ If the Bidder is a Foreign Company registered in the State of Israel but which has not conducted any activity in Israel, or if it is a Foreign Company not registered with the Israeli Tax authorities and cannot provide such tax approvals, it shall attach to **Tender Form "4"** , hereunder (1) a declaration by an independent auditor; and (2) an affidavit of a representative of its management, testifying to its status as such and to its consequential inability to provide such tax approvals.

6. **The Bidder hereby declares, warrants and represents the following:**

6.1. The Bidder has thoroughly and carefully read the Invitation and agrees to all of the applicable provisions in the Invitation, and in particular to its obligations thereunder.

6.2. The information provided by the Bidder in its Bid is accurate, complete and up to date as of the Invitation to Bid Submission Date, in accordance with the requirements of the Invitation.

6.3. To the best of the Bidder's knowledge:

6.3.1. The Submission is genuine and not collusive or misleading; and

6.3.2. All the information contained in the Submission is true, accurate, complete and current as of the Bid Submission Date.

7. Additional Relevant Information:

The Bidder may attach additional relevant information and documentation:

____

____

____

Faithfully yours,

	Stamp and Signature	Date	Confirmation of signatory rights(*)	Date
The Bidder	________________	________	________________	________

(*) In his signature the attorney attests and confirms that the signatory(ies) on behalf of the Bidder are authorized to sign on behalf of the Bidder and to bind such entity for purposes of the above stated Tender Form, for all purposes and intents.

ANNEX A TO TENDER FORM 3
BIDDER'S CERTIFICATE OF INCORPORATION

(to be inserted hereinafter by the Bidder)

TENDER FORM 4
CERTIFICATES AND AFFIDAVIT ACCORDING TO PUBLIC ENTITIES TRANSACTIONS LAW

(To be completed, to the extent required under Law, by each Bidder incorporated in the State of Israel, or registered in Israel as a Foreign Company as defined under the Companies Law 1999)

Part A – Certificates

(to be inserted hereinafter by the Bidder)

The Bidder shall attach hereto all relevant Approvals pursuant to the **Public Entities Transactions Law, 5736-1976** (**'חוק עסקאות גופים ציבוריים, תשל"ו-1976'**) **(hereinafter: "Public Entities Transactions Law")**, testifying to proper bookkeeping practices, in accordance with the **Income Tax Ordinance [NEW VERSION] 5721-1961, and the Value Added Tax Law, 5736-1975**.

Part B – Affidavit in accordance with the Public Entities Transactions Law, 5736-1976

(To be completed, to the extent required under Law, by each Bidder incorporated in the State of Israel, or registered in Israel as a Foreign Company as defined under the Companies Law 1999)

To:

N.T.A. – Metropolitan Mass Transit System Limited
1 Azrieli Center, Harokmim and Halahav Street
Building A, 9th Floor
Holon, Israel
, 2022

I the undersigned______________ [*Declarant's Full Name]*, bearer of __________ [*Country*] passport/Israeli I.D. no. ____________, having been forewarned that I am to declare the truth and that I will be subject to the penalties imposed by law if I do not do so, hereby affirm in writing as follows:

1. I serve as a manager in _____________ (hereinafter: the "**Bidder**") and I am duly authorized to provide this affidavit on its behalf.

2. The terms and phrases in this affidavit are in accordance with their meaning as ascribed in the Tender Documents and the Public Entities Transactions Law (Enforcement of Bookkeeping, Payment of Tax Duties and Minimum Wages and Lawful Employment of Foreign Workers), 5736 – 1976 (the "**Public Transactions Law**").

3. Neither the Bidder, nor its affiliates, *(as applicable)* has/have been convicted prior to the Bid Submission Date, of more than two (2) peremptory judgments for felonies as they are defined under the **Foreign Workers (Prohibition of Unlawful Employments and Assurance of Fair Conditions) Law, 5751-1991**; and if convicted in peremptory judgments of more than two felonies under such law - the last conviction was not within one (1) year prior to the Bid Submission Date;

4. Neither the Bidder, nor its affiliates, *(as applicable)* has/have been convicted prior to the Bid Submission Date, of more than two (2) peremptory judgments for felonies as they are defined under the **Minimum Wage Law, 5747-1987**; and if convicted in a peremptory judgment of more than two (2) felonies under such law - the last conviction was not within one (1) year prior to the Bid Submission Date.

5. I hereby declare that as of the Bid Submission Date the Bidder, either:

   5.1. is not subject to the stipulations of **the Equal Rights for People with Disabilities** Law, 5758-1998; or

   5.2. is subject to the stipulations of **the Equal Rights for People with Disabilities Law, 5758-1998** and fully complies with such Law.

6. In the event the Bidder employs at least 100 employees, the Bidder undertakes to refer to the general manager of the Ministry of Labor, Welfare and Social Services for the purpose of affirming its compliance with Section 9 to **the Equal Rights for People with Disabilities Law, 5758-1998**, and obtaining any applicable instructions therefrom. If such referral was already made by the Bidder to the general manager of the Ministry of Labor, Welfare and Social Services, the Bidder declares that it is complying with any instructions received accordingly therefrom (if any).

7. The Bidder undertakes to deliver a copy of this affidavit to the general manager of the Ministry of Labor, Welfare and Social Services within 30 days of the Bid Submission Date.

8. This is my name, this is my signature and the content of the Affidavit above is true.

____________________	____________________
Date	Declarant's Name and Signature

CERTIFICATION

I, the undersigned, ____________, ☐ attorney-at-law ☐ public notary *[check applicable box]*, hereby confirm that on ____________, Mr./Mrs. ____________, I.D. No. ____________ appeared before me, and after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by law, signed this statement in my presence.

In addition, I, ____________, ☐ attorney-at-law ☐ public notary *[check applicable box]*, hereby do attest and confirm that ____________ is authorized to sign on behalf of ____________, and to commit it for purposes of the above stated Tender Form, for all purposes and intents.

____

Attorney-at-law / public notary

TENDER FORM 5
DECLARATION AND OBLIGATION OF NO CONFLICT OF INTEREST

(To be completed by the Bidder, TAT Manager and PAO Manager, each on a separate form) (Capitalized terms shall have the meaning ascribed to them in the ITB)

To:
NTA – Mass Transit Systems LTD.
26 Harokmim St.
Holon
Dear Sir / Madam,

Re: Declaration and Obligation of No Conflict of Interest

[check the applicable]

☐ I, the undersigned, _____________, carrier of ID/Passport No. ________________, duly authorized to provide this declaration on behalf of ________________ *(name of Bidder to be completed)*, after having been forewarned that I am to declare the truth and that I will be subject to the penalties prescribed by law should I refrain from doing so, hereby declare in writing as follows:

☐ I, the undersigned, ________________ carrier of ID/Passport No. ________________, appointed to serve as the Bidder's Authorized Representative on behalf of ________________ *(name of Bidder to be completed)*, after having been forewarned that I am to declare the truth and that I will be subject to the penalties prescribed by law should I refrain from doing so, hereby declare in writing as follows:

1. There is no and there shall not exist throughout the Tender Process and the performance of the Services under the Agreement, any conflict of interest, any business, professional, personal or other kind of relations or matters which may create or cause, or appear to create or cause, any actual, potential or concern for a conflict of interest in connection with the Tender and/or the performance of the Services (a "**Conflict of Interest**"), except as detailed in Section 4 below.

2. Throughout the performance of the Services, the Bidder/ Project Manager (as applicable) shall refrain from any action which creates or causes, or appears to create or cause, whether directly or indirectly, any actual, potential or concern for a Conflict of Interest, including the provision of services to any other third party which creates or may create a Conflict of Interest towards NTA. In addition, throughout the Term of the Agreement, I shall immediately notify NTA of any factor or circumstances which may create or cause a Conflict of Interest, immediately upon such coming to my knowledge.
3. Throughout the Term of the Agreement, I shall immediately notify NTA in writing of any personal, business or professional interest concerning the activities of the Bidder/ Project Manager (as applicable) or of any related or contracting party therewith, whether directly or indirectly, including any third party providing Services to NTA on its behalf.
4. The decision regarding the existence or nonexistence of a Conflict of Interest or concern for existence of a Conflict of Interest in case of affiliations with the persons detailed in this Section 4 shall be reviewed exclusively by NTA's committee for prevention of conflicts of interest and I undertake to accept its decision in this respect, including any decision requiring the termination of my contractual relations with NTA or with any other third party.

   Check the applicable:

   - ☐ I hereby declare that there exists no concern for a Conflict of Interest between the *Bidder / TAT Manager / PAO Manager* (as applicable) and any of the shareholders, ministers, management members or directors of NTA or its general manager.
   - ☐ I hereby declare that there exists no affiliation between the *Bidder / TAT Manager / PAO Manager* (as applicable) and any of the shareholders, ministers, management members or directors of NTA or its general manager.
   - ☐ I hereby declare that there exists a Conflict of Interest between the *Bidder / TAT Manager / PAO Manager* (as applicable) and one of the shareholders, ministers, management members or directors of NTA or its general manager.
   - ☐ I hereby declare that there exists an affiliation between the *Bidder / TAT Manager / PAO Manager* (as applicable) and one of the shareholders, ministers, management members or directors of NTA or its general manager.

5. Following are details of all third parties related to the *Bidder / TAT Manager / PAO Manager* (as applicable), with which NTA may have a conflict of interest or personal affiliation:

Name	Nature of relations of the third party with the Bidder / TAT Manager / PAO Manager	Nature of relations of the third party with NTA
________________	________________	________________
________________	________________	________________
________________	________________	________________
________________	________________	________________

* NTA's functionaries appear in NTA's website under "About".
** A list of NTA's suppliers is detailed in NTA's website under "Tenders".

________________________ ________________________

Date Name and Signature

CERTIFICATION

I, the undersigned, ____________, ☐ attorney-at-law ☐ public notary *[check applicable box]*, hereby confirm that on ____________, Mr./Mrs. ____________, I.D. No. ____________ appeared before me, and after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by law, signed this statement in my presence.
In addition, I, ____________, ☐ attorney-at-law ☐ public notary *[check applicable box]*, hereby do attest and confirm that ____________ is authorized to sign on behalf of ____________, and to commit it for purposes of the above stated Tender Form, for all purposes and intents.

____

Attorney-at-Law / public notary

TENDER FORM 6
THE BID BOND

To:
N.T.A. – Metropolitan Mass Transit System Limited
1 Azrieli Center, Harokmim and Halahav Street
Building A, 9th Floor
Holon, Israel
, 2025

Re: Guarantee no. - Invitation to Bid for Assurance Management and Technical Auditing Services (the "Tender" or the "Bid Bond", as applicable)

At the request of (*insert the name of the Bidder/Guarantor, as applicable*) (the "**Requesting Party**") we hereby irrevocably, autonomously and unconditionally guarantee to pay you any amount requested by you up to an aggregate amount of NIS 350,000 (in words: Three hundred fifty thousand NIS) ("**Guaranteed Amount**").

We hereby confirm that no change in the terms of the Tender Documents or the Bid documents and/or any claims in connection with the Tender shall derogate from any of our obligations in connection with this Bid Bond.

This Bid Bond is effective as of the date hereof and will expire (irrespective of the return of this Bid Bond to us) on ("**Expiry Date**").

Your demand should be delivered to our offices of the branch signing below, whose address is: [***fill in an address***]. Any demand under this Bid Bond must reach us not later than the Expiry Date. Any demand reaching us after the Expiry Date will not be honored.

Any demand received by us either by fax, e-mail or any other electronic transmission shall not be honored.

Within ten (10) days of the date on which your first written demand was received by us, we will pay you any amount required in your demand up to the Guaranteed Amount without you being required to substantiate your demand or to demand payment thereof from the Bidder or the Requesting Party prior thereto and without set off or deduction and free of any fees or taxes, notwithstanding any claims or objections by the Bidder or the Requesting Party or ourselves or by any other party whatsoever.

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

The Guaranteed Amount will be reduced by any payment effected by us under this Bid Bond. The forfeiture of part of this Bid Bond will not impair the validity of the part that has not been forfeited.

This Bid Bond will not be assigned or transferred by you without our consent except for its assignment or transfer to the State of Israel which will not require our consent.

This Bid Bond shall be governed and interpreted by the laws of the State of Israel and the District Court of Tel Aviv shall have exclusive jurisdiction in connection therewith.

Yours faithfully,

Yours faithfully,

____

Authorized name / Authorized signatory of the Issuer + Signature / Signatures[1]

[1] The Bid Bond shall be signed in accordance with the binding procedures of the Issuer in order to create valid undertaking according to the Law.

TENDER FORM 7
ENGINEERING CONSULTANCY SERVICES EXPERIENCE

*[To be completed by the Bidder in accordance with the Professional Threshold Requirements specified in **Section 3.1. Volume 1 Part II** (Threshold Requirements), and for the Evaluation Criteria specified in **Section 2 (Quality Proposal), Sub-Criteria 2 and 4 of Volume 1 Part III** (Evaluation Criteria)]*
** Any capitalized terms used and not defined herein shall have the meaning given such terms in the Tender Documents.*

1. I, the undersigned ________ [*Declarant's Full Name*], am making this affidavit on behalf of ________ [*The Bidder*], hereby warrant and declare that the Bidder has gained the Engineering Consultancy Services Experience specified below:

1.1. The Bidder has provided Engineering Consultancy Services for Rail Line Projects for a cumulative period of ________ years.

1.2. In accordance with the provision of **Section 3.1.2** of Volume 1 Part II *(Threshold Requirements)*, during the period commencing on 1 January 2015 and ending on Bid Submission Date, the Bidder provided Engineering Consultancy Services for at least three (3) Rail Line Projects [*The following Rail Line Projects "1"to "3" demonstrated below in the tables under this Section 1.2 shall be considered by NTA for compliance with the **Professional Threshold Requirements** specified in Section 3.1. **Volume 1 Part II** (Threshold Requirements)*]:

Project Details	**"1"**
Name of Project, Location, and Owner Details and Contact Person Information [*including name and position, phone numbers, and e-mail address*]	
Brief Project Description [*highlighting Engineering Consultancy Services and System aspects and Experience*]	

<table>
<tr><th>Project Details</th><th colspan="2">"1"</th></tr>
<tr><td>Engineering Consultancy Services [mark the relevant aspects of the provided Service]</td><td colspan="2">☐ Underground Stations
☐ Tunneling TBM
☐ Tunneling NATM
☐ Rolling Stock
☐ Tracks
☐ Systems (Comms systems, Depot equipment, Signaling, Power systems, and Tunnel ventilation system)</td></tr>
<tr><td>Contract Value [in NIS, according to the exchange rated detailed in Annex B (Currencies Conversion) of Volume 1, Part II – Threshold Requirements)
[at least 1,200,000,000 NIS (excluding VAT)]</td><td colspan="2">Contract Value (number):
____
In words: ___________________</td></tr>
<tr><td rowspan="4">The phase for providing Engineering Consultancy Services within the Rail Line Project and the duration of these services [(i) in at least one (1) Rail Line Project, the Engineering Consultancy Services were provided for at least twelve (12) consecutive months within the project's <u>design phase</u> and at least twelve (12) consecutive months within the project's <u>construction phase</u>, (ii) Bidders may check multiple time phases within each project]</td><td>☐ Design phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Construction phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Testing and Commissioning phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Maintenance phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
</table>

Project Details	**"1"**	
	☐ **Operation phase**	[MM/YYYY]: From __/_____ to __/_____
Engineering Consultancy Services experience related to system engineering [*please mark the relevant box*]	☐ Yes (if checked, please provide information) __________________. ☐ No	
Bidder's Experience as Rail Line Project(s) Management Company [*Bidders may check multiple options*]	☐ The management services were related to system engineering __________________. ☐ The management services provided during the testing and commissioning period (if checked, please provide the duration of these services and the dates of the testing and commissioning period __________________. ☐ The Management services included the managing of the project's maintenance services (if checked, please provide information) __________________. ☐ The Management services included the managing of the project's operation services __________________. ☐ The demonstrated project commences commercial operation (if checked, please provide the date of commencement of the commercial operation) __________________.	

Project Details	**"2"**
Name of Project, Location, and Owner Details and Contact Person Information [*including name and position, phone numbers, and e-mail address*]	
Brief Project Description [*highlighting*	

<table>
<tr><th>Project Details</th><th colspan="2">"2"</th></tr>
<tr><td>Engineering Consultancy Services and System aspects and Experience]</td><td colspan="2"></td></tr>
<tr><td>Engineering Consultancy Services [mark the relevant aspects of the provided Service]</td><td colspan="2">☐ Underground Stations
☐ Tunneling TBM
☐ Tunneling NATM
☐ Rolling Stock
☐ Tracks
☐ Systems (Comms systems, Depot equipment, Signaling, Power systems, and Tunnel ventilation system)</td></tr>
<tr><td>Contract Value [in NIS, according to the exchange rated detailed in Annex B (Currencies Conversion) of Volume 1, Part II – Threshold Requirements)
[at least 1,200,000,000 NIS (excluding VAT)]</td><td colspan="2">Contract Value (number):
____
In words: ___________________</td></tr>
<tr><td rowspan="3">The phase for providing Engineering Consultancy Services within the Rail Line Project and the duration of these services [(i) in at least one (1) Rail Line Project, the Engineering Consultancy Services were provided for at least twelve (12) consecutive months within the project's <u>design phase</u></td><td>☐ Design phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Construction phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Testing and Commissioning</td><td>[MM/YYYY]:</td></tr>
</table>

<table>
<tr><th>Project Details</th><th colspan="2">"2"</th></tr>
<tr><td rowspan="3">and at least twelve (12) consecutive months within the project's <u>construction phase</u>, (ii) Bidders may check multiple time phases within each project]</td><td>phase</td><td>From __/_____
to __/_____</td></tr>
<tr><td>☐ Maintenance phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Operation phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>Engineering Consultancy Services experience related to system engineering [please mark the relevant box]</td><td colspan="2">☐ Yes (if checked, please provide information) __________________.
☐ No</td></tr>
<tr><td>Bidder's Experience as Rail Line Project(s) Management Company [Bidders may check multiple options]</td><td colspan="2">☐ The management services were related to system engineering __________________.
☐ The management services provided during the testing and commissioning phase (if checked, please provide the duration of these services and the dates of the testing and commissioning phase __________________.
☐ The Management services included the managing of the project's maintenance services (if checked, please provide information) __________________.
☐ The Management services included the managing of the project's operation services __________________.
☐ The demonstrated project commences commercial operation (if checked, please provide the date of commencement of the commercial operation) __________________.</td></tr>
</table>

Project Details	"3"
Name of Project, Location, and Owner Details and Contact Person Information	

<table>
<tr><th>Project Details</th><th colspan="2">"3"</th></tr>
<tr><td>[including name and position, phone numbers, and e-mail address]</td><td colspan="2"></td></tr>
<tr><td>Brief Project Description [highlighting Engineering Consultancy Services and System aspects and Experience]</td><td colspan="2"></td></tr>
<tr><td>Engineering Consultancy Services [mark the relevant aspects of the provided Service]</td><td colspan="2">☐ Underground Stations
☐ Tunneling TBM
☐ Tunneling NATM
☐ Rolling Stock
☐ Tracks
☐ Systems (Comms systems, Depot equipment, Signaling, Power systems, and Tunnel ventilation system)</td></tr>
<tr><td>Contract Value [in NIS, according to the exchange rated detailed in Annex B (Currencies Conversion) of Volume 1, Part II – Threshold Requirements)
[at least 1,200,000,000 NIS (excluding VAT)]</td><td colspan="2">Contract Value (number):
____
In words: ____________________</td></tr>
<tr><td rowspan="2">The phase for providing Engineering Consultancy Services within the Rail Line Project and the duration of these services [(i) in at least one (1) Rail Line Project, the Engineering</td><td>☐ Design phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Construction phase</td><td>[MM/YYYY]:
From __/_____</td></tr>
</table>

<table>
<tr><th>Project Details</th><th colspan="2">"3"</th></tr>
<tr><td rowspan="4">Consultancy Services were provided for at least twelve (12) consecutive months within the project's <u>design phase</u> and at least twelve (12) consecutive months within the project's <u>construction phase</u> (ii) Bidders may check multiple time phases within each project]</td><td></td><td>to __/_____</td></tr>
<tr><td>☐ Testing and Commissioning phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Maintenance phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Operation phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>Engineering Consultancy Services experience related to system engineering [please mark the relevant box]</td><td colspan="2">☐ Yes (if checked, please provide information) __________________.
☐ No</td></tr>
<tr><td>Bidder's Experience as Rail Line Project(s) Management Company [Bidders may check multiple options]</td><td colspan="2">☐ The management services were related to system engineering __________________.
☐ The management services provided during the testing and commissioning phase (if checked, please provide the duration of these services and the dates of the testing and commissioning phase __________________.
☐ The Management services included the managing of the project's maintenance services (if checked, please provide information) __________________.
☐ The Management services included the managing of the project's operation services _________________.
☐ The demonstrated project commences commercial operation (if checked, please provide the date of commencement of the commercial operation) __________________.</td></tr>
</table>

2. **Bidder's experience in providing Engineering Consultancy Services** (*Section 2 (Quality Proposal),* ***Sub-Criteria 2****, of* ***Volume 1 Part III*** *(Evaluation Criteria); Bidders shall present* ***up two (2) projects*** *demonstrated for compliance with the Professional Threshold Requirements):*

   2.1. The Bidder shall specify which of the Rail Line Projects demonstrated in the tables under Section 1.2 above, shall be considered by NTA for the purpose of the **Evaluation Criteria** specified in **Sub-Criteria 2** [*please mark the relevant boxes*]:

   ☐ Project "**1**", ☐ Project "**2**", ☐ Project "**3**".

   2.2. Bidders shall note that in the event that no Rail Line Project(s) are specified in this Section 2, NTA reserves the right to consider the **first two (2) Projects** presented in the tables under Section 1.2 above.

3. **Bidder's Experience as Rail Line Project(s) Management Company** (*Section 2 (Quality Proposal),* ***Sub-Criteria 4****, of Volume 1 Part III (Evaluation Criteria); Bidders may present* ***up to two (2) projects****) in accordance with the instructions below):*

   3.1. The Bidder shall specify which of the Rail Line Project(s) demonstrated in the table under Section 1.2 above shall be considered by NTA for the purpose of **Evaluation Criteria** specified in **Sub-Criteria 4** [*please mark the relevant boxes*]:

   ☐ Project "**1**", ☐ Project "**2**", ☐ Project "**3**".

   3.2. In the event the Bidder chooses to present one (1) or two (2) **additional Rail Line Project(s)**, other than the projects presented in the table under section 1.2 above, the Bidder is required to complete the following table in order to demonstrate that the additional Rail Line Project(s) (Project "**4**" and/or Project "**5**") comply with the Professional Threshold requirements (*under Section 3.1.2 of Volume 1 Part II (Threshold Requirements)):*

Project Details	**"4"**
Name of Project, Location, and Owner Details and Contact Person Information [*including name and position, phone numbers, and e-mail address*]	
Brief Project Description [*highlighting Engineering Consultancy Services and System aspects and Experience*]	
Engineering Consultancy Services [*mark the relevant aspects of the provided Service*]	☐ Underground Stations ☐ Tunneling TBM ☐ Tunneling NATM ☐ Rolling Stock ☐ Tracks ☐ Systems (Comms systems, Depot equipment, Signaling, Power systems, and Tunnel ventilation system)
Contract Value [in NIS, according to the exchange rated detailed in Annex B (Currencies Conversion) of Volume 1, Part II – Threshold Requirements) *[at least 1,200,000,000 NIS (excluding VAT)*]	Contract Value (number): ______________________ In words: ____________________

Project Details	**"4"**	
The phase for providing Engineering Consultancy Services within the Rail Line Project and the duration of these services [*(i) in at least one (1) Rail Line Project, the Engineering Consultancy Services were provided for at least twelve (12) consecutive months within the project's design phase* ***and*** *at least twelve (12) consecutive months within the project's construction phase, (ii) Bidders may check multiple time phases within each project*]	☐ **Design phase**	[MM/YYYY]: From __/_____ to __/_____
	☐ **Construction phase**	[MM/YYYY]: From __/_____ to __/_____
	☐ **Testing and Commissioning phase**	[MM/YYYY]: From __/_____ to __/_____
	☐ **Maintenance phase**	[MM/YYYY]: From __/_____ to __/_____
	☐ **Operation phase**	[MM/YYYY]: From __/_____ to __/_____
Engineering Consultancy Services experience related to system engineering [*please mark the relevant box*]	☐ Yes (if checked, please provide information) __________________. ☐ No	
Bidder's Experience as Rail Line Project(s) Management Company [*Bidders may check multiple time phases within each project*]	☐ The management services were related to system engineering __________________.. ☐ The management services provided during the testing and commissioning phase (if checked, please provide the duration of these services and the dates of the testing and commissioning phase __________________. ☐ The Management services included the managing of the project's maintenance services (if checked,	

Project Details	**"4"**
	please provide information) __________________. ☐ The Management services included the managing of the project's operation services __________________. ☐ The demonstrated project commences commercial operation (if checked, please provide the date of commencement of the commercial operation) __________________.

Project Details	**"5"**
Name of Project, Location, and Owner Details and Contact Person Information [*including name and position, phone numbers, and e-mail address*]	
Brief Project Description [*highlighting Engineering Consultancy Services and System aspects and Experience*]	
Engineering Consultancy Services [*mark the relevant aspects of the provided Service*]	☐ Underground Stations ☐ Tunneling TBM ☐ Tunneling NATM ☐ Rolling Stock ☐ Tracks

<table>
<tr><th>Project Details</th><th colspan="2">"5"</th></tr>
<tr><td></td><td colspan="2">☐ Systems (Comms systems, Depot equipment, Signaling, Power systems, and Tunnel ventilation system)</td></tr>
<tr><td>Contract Value [in NIS, according to the exchange rated detailed in Annex B (Currencies Conversion) of Volume 1, Part II – Threshold Requirements)
[at least 1,200,000,000 NIS (excluding VAT)]</td><td colspan="2">Contract Value (number):
____
In words: ___________________</td></tr>
<tr><td rowspan="5">The phase for providing Engineering Consultancy Services within the Rail Line Project and the duration of these services [(i) in at least one (1) Rail Line Project, the Engineering Consultancy Services were provided for at least twelve (12) consecutive months within the project's <u>design phase</u> and at least twelve (12) consecutive months within the project's <u>construction phase</u>, (ii) Bidders may check multiple time phases within each project]</td><td>☐ Design phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Construction phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Testing and Commissioning phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Maintenance phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Operation phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>Engineering Consultancy Services experience related to system engineering [please mark the relevant box]</td><td colspan="2">☐ Yes (if checked, please provide information) __________________.
☐ No</td></tr>
</table>

Project Details	"5"
Bidder's Experience as Rail Line Project(s) Management Company [*Bidders may check multiple time periods within each project*]	☐ The management services were related to system engineering ___________________. ☐ The management services provided during the testing and commissioning phase (if checked, please provide the duration of these services and the dates of the testing and commissioning phase ___________________. ☐ The Management services included the managing of the project's maintenance services (if checked, please provide information) ___________________. ☐ The Management services included the managing of the project's operation services __________________. ☐ The demonstrated project commences commercial operation (if checked, please provide the date of commencement of the commercial operation) ___________________.

3.3. Bidders shall note that in the event that no Rail Line Project(s) are specified in Section 3.1 and/or 3.2 above, NTA reserves the right to consider **the first two (2) Projects** presented in the tables under Section 1.2 above.

4. **Attachments**

With respect to each of the demonstrated project(s) in the table above, attached hereunder as **Attachment 1** of this **Tender Form 7**, a confirmation signed by the project's respective owner, client, contract administrator or project manager (as applicable) confirming each of the demonstrated details as completed by the Bidder within the demonstrated Rail Line Project(s) under Section 1.2 and/or 3.2 above.

Faithfully yours,

_________________ _________________________________

Date Stamp and Signature

I, ______________, attorney-at-law, hereby do attest and confirm that __________ is authorized to sign on behalf of _______________, and to bind it for purposes of the above stated Tender Form, for all purposes and intents.

____

Attorney-at-Law

ATTACHMENT 1 TO TENDER FORM 7 (ENGINEERING CONSULTANCY SERVICES EXPERIENCE)

(The Bidder shall attach this document duly completed and signed by an authorized representative of the respective owner, or client or, contract administrator, or project manager with respect to the demonstrated Rail Line Project as completed by the Bidder within the table in section 1.2 and/or section 3.2 (as the case may be) of this ***Tender Form 7)*****.**

I, the undersigned ________ [***authorized representative's full name***], on behalf of _______ [***The respective owner/ client/ contract administrator/ project manager***], confirm and declare that the demonstrated details as completed by the Bidder with respect to __________ [***The Project's name***] are accurate and complete.

Additional information (Optional)

[*The respective owner/ client/ contract administrator/ project manager may add additional information regarding the demonstrated project)*]:

____

____

Additional documents (Optional)

[*The respective owner/ client/ contract administrator/ project manager may attach documents regarding the demonstrated project*]:

Faithfully yours,

_________________ _______________________

Date Stamp and Signature

TENDER FORM 8
QUALITY ASSURANCE SERVICES EXPERIENCE

*[To be completed by the Bidder in accordance with the Professional Threshold Requirements specified in **Section 3.2. Volume 1 Part II (Threshold Requirements)**, and for the Evaluation Criteria specified in **Section 2 (Quality Proposal), Sub-Criteria 3 of Volume 1 Part III (Evaluation Criteria)**]*
** Any capitalized terms used and not defined herein shall have the meaning given such terms in the Tender Documents.*

1. I, the undersigned ________ [*Declarant's Full Name*], am making this affidavit on behalf of ________ [*The* Bidder], hereby warrant and declare that the Bidder has gained the Quality Assurance Services Experience specified below:

1.1. The Bidder has provided Quality Assurance Services for Rail Line Projects for a cumulative period of ________ years.

1.2. In accordance with the provision of **Section 3.2.2** of **Volume 1 Part II** *(Threshold Requirements)*, during the period commencing on 1 January 2015 and ending on Bid Submission Date, the Bidder provided Quality Assurance Services for at least three (3) Rail Line Projects:

Project Details	**"1"**	
Name of Project, Location, and Owner Details and Contact Person Information [*including name and position, phone numbers, and e-mail address*]		
Brief Project Description [*highlighting Quality Assurance Services aspects and Experience*]		
Contract Value [in NIS, according to the exchange rated detailed in Annex B (Currencies Conversion) of Volume 1, Part II – Threshold Requirements) [*at least 1,200,000,000 NIS (excluding VAT)*]	Contract Value (number): ____________________ In words: ___________________	
The phase for providing Quality Assurance Services within the Rail	☐ **Design phase**	[MM/YYYY]:

<table>
<tr><th>Project Details</th><th colspan="2">"1"</th></tr>
<tr><td rowspan="5">Line Project and the duration of these services [(i) in at least one (1) Rail Line Project, the Quality Assurance Services were provided for at least twelve (12) consecutive months within the project's <u>design phase</u> and at least twelve (12) consecutive months within the project's <u>construction phase</u>, (ii) Bidders may check multiple time phases within each project]</td><td></td><td>From __/_____
to __/_____</td></tr>
<tr><td>☐ Construction phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Testing and Commissioning phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Maintenance phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Operation phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>Reviewing management plans for the contractor or the project manager during the applicable project design phase [please mark the relevant box]</td><td colspan="2">☐ Yes (if checked, please provide information) __________________.
☐ No</td></tr>
<tr><td>Quality Assurance Services experience related to system engineering [please mark the relevant box]</td><td colspan="2">☐ Yes (if checked, please provide information) __________________.
☐ No</td></tr>
</table>

Project Details	"2"

<table>
<tr><th>Project Details</th><th colspan="2">"2"</th></tr>
<tr><td>Name of Project, Location, and Owner Details and Contact Person Information [including name and position, phone numbers, and e-mail address]</td><td colspan="2"></td></tr>
<tr><td>Brief Project Description [highlighting Quality Assurance Services aspects and Experience]</td><td colspan="2"></td></tr>
<tr><td>Contract Value [in NIS, according to the exchange rated detailed in Annex B (Currencies Conversion) of Volume 1, Part II – Threshold Requirements)
[at least 1,200,000,000 NIS (excluding VAT)]</td><td colspan="2">Contract Value (number):
____
In words: ____________________</td></tr>
<tr><td rowspan="4">The phase for providing Quality Assurance Services within the Rail Line Project and the duration of these services [(i) in at least one (1) Rail Line Project, the Quality Assurance Services were provided for at least twelve (12) consecutive months within the project's <u>design phase</u> and at least twelve (12) consecutive months within the project's <u>construction phase</u>, (ii) Bidders may check multiple time phases within each project]</td><td>☐ Design phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Construction phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Testing and Commissioning phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Maintenance phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
</table>

<table>
<tr><th>Project Details</th><th colspan="2">"2"</th></tr>
<tr><td rowspan="2"></td><td></td><td></td></tr>
<tr><td>☐ Operation phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>Reviewing management plans for the contractor or the project manager during the applicable project design phase [please mark the relevant box]</td><td colspan="2">☐ Yes (if checked, please provide information) ___________________.
☐ No</td></tr>
<tr><td>Quality Assurance Services experience related to system engineering [please mark the relevant box]</td><td colspan="2">☐ Yes (if checked, please provide information)__________________.
☐ No</td></tr>
</table>

Project Details	"3"
Name of Project, Location, and Owner Details and Contact Person Information [*including name and position, phone numbers, and e-mail address*]	
Brief Project Description [*highlighting Quality Assurance Services aspects and Experience*]	
Contract Value [in NIS, according to the exchange rated detailed in Annex B (Currencies Conversion) of Volume 1, Part II – Threshold Requirements) [*at least 1,200,000,000 NIS (excluding VAT)*]	Contract Value (number): ______________________ In words: ____________________

<table>
<tr><th>Project Details</th><th colspan="2">"3"</th></tr>
<tr><td></td><td colspan="2"></td></tr>
<tr><td rowspan="5">The phase for providing Quality Assurance Services within the Rail Line Project and the duration of these services [(i) in at least one (1) Rail Line Project, the Quality Assurance Services were provided for at least twelve (12) consecutive months within the project's <u>design phase</u> and at least twelve (12) consecutive months within the project's <u>construction phase</u>, (ii) Bidders may check multiple time phases within each project]</td><td>☐ Design phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Construction phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Testing and Commissioning phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Maintenance phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Operation phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>Reviewing management plans for the contractor or the project manager during the applicable project design phase [please mark the relevant box]</td><td colspan="2">☐ Yes (if checked, please provide information) ___________________.
☐ No</td></tr>
<tr><td>Quality Assurance Services experience related to system engineering [please mark the relevant box]</td><td colspan="2">☐ Yes (if checked, please provide information) ___________________.
☐ No</td></tr>
</table>

2. **Bidder's experience in providing Quality Assurance Services for Rail Line Project(s)** ***(****Section 2 (Quality Proposal),* ***Sub-Criteria*** *3, of Volume 1 Part III (Evaluation Criteria); Bidders may present* ***two (2) projects****) demonstrated for compliance with the Professional Threshold Requirements):*

   2.1. The Bidder shall specify which of the Rail Line Projects demonstrated in the tables under Section 1.2 above, shall be considered by NTA for the purpose of the **Evaluation Criteria** specified in **Sub-Criteria 3** [*please mark the relevant boxes*]:

   ☐ Project "**1**", ☐ Project "**2**", ☐ Project "**3**".

   2.2. Bidders shall note that in the event that no Rail Line Project(s) are specified in this Section 2, NTA reserves the right to consider the **first two (2) Projects** presented in the tables under Section 1.2 above.

3. **Attachments**

With respect to each of the demonstrated project(s) in the table above, attached hereunder as **Attachment 1** of this **Tender Form 8**, letter(s) issued by the project's respective owner, client, contract administrator or project manager (as applicable) confirming each of the details as completed by the Bidder within the demonstrated Rail Line Project(s) under Section 1.2 above.

Faithfully yours,

___________________	______________________________________
Date	Stamp and Signature

I, ______________, attorney-at-law, hereby do attest and confirm that __________ is authorized to sign on behalf of _______________, and to bind it for purposes of the above stated Tender Form, for all purposes and intents.

____

Attorney-at-Law

ATTACHMENT 1 TO TENDER FORM 8 (QUALITY ASSURANCE SERVICES EXPERIENCE)

(The Bidder shall attach this document duly completed and signed by an authorized representative of the respective owner, or client or, contract administrator, or project manager with respect to the demonstrated Rail Line Project as completed by the Bidder within the table in section 1.2 of this ***Tender Form 8).***

I, the undersigned _______ [*authorized representative's full name*], on behalf of ________ [*The respective owner / client / contract administrator / project manager*] confirm and declare that the demonstrated details as completed by the Bidder with respect to ________ [***The Project's name***] are accurate and complete.

Additional information [optional]

[*The respective owner/ client/ contract administrator/ project manager may add additional information regarding the demonstrated project]:*

____

____

Additional documents [optional]

[*The respective owner/ client/ contract administrator/ project manager may attach documents regarding the demonstrated project]*:

Faithfully yours,

_________________ Date

______________________ Stamp and Signature

TENDER FORM 9

~~ISO CERTIFICATES~~NOT IN USE

~~*[To be completed in a separate form by the Bidder in accordance with the Threshold Requirement specified in Section 3.3.* ***Volume 1 Part II*** *(Threshold Requirements)]*~~

~~** Any capitalized terms used and not defined herein shall have the meaning given such terms in the Tender Documents.*~~

~~We, _______________ (complete the Bidder name), the Bidder has an ISO 9001:2015 Quality Management Systems Requirements certification.~~

~~[*It is required to attach a copy of the ISO 9001:2015 Quality Management Systems Requirements certification, certified as a true and accurate copy*].~~

~~Faithfully yours,~~

~~_________________~~	~~__________________________________~~
~~Date~~	~~Stamp and Signature~~

~~I, ________________, attorney-at-law, hereby do attest and confirm that ___________ is authorized to sign on behalf of _________________, and to bind it for purposes of the above stated Tender Form, for all purposes and intents.~~

~~______________________~~

~~Attorney-at-Law~~

TENDER FORM 10
TECHNICAL AUDITING MANAGER

[To be completed by the Bidder, and the proposed Technical Auditing Manager in accordance with the Professional Threshold Requirements specified in ***Section 3.4. Volume 1 Part II (Threshold Requirements)****, and for the Evaluation Criteria specified in* ***Section 2 (Quality Proposal), Sub-Criteria 5 of Volume 1 Part III (Evaluation Criteria)****]*

** Any capitalized terms used and not defined herein shall have the meaning given such terms in the Tender Documents.*

I, the undersigned __________ [*Technical Auditing Manager's Full Name*], am making this affidavit as part of ___________'s Bid [*The Bidder*], as I am proposed by the Bidder to serve as the Technical Auditing Manager ("**TAT Manager**") for the purpose of providing Technical Auditing Services as part of the Bidder's Core Team.

I hereby warrant and declare the following:

1. General

1.1. Technical Auditing Manager Information

Full Name:	
Business Address:	
Phone:	
Facsimile:	
E-mail:	

1.2. <u>Employed by the Bidder</u>

1.2.1. ☐ Directly, as Employee of the Bidder

1.2.2. ☐ As a Contracting Key Member[2] [*in accordance with the provisions of* ***Section 5.1*** *of the Threshold Requirements*]

1.3. I hereby declare that I am a qualified and certified engineer in accordance with all applicable legal requirements of the jurisdiction under which I am certified, with ________ years of experience [*a minimum of ten (10) years following obtaining an engineering degree*].

2. Technical Auditing Manager Experience

2.1. In accordance with the provision of **Section 3.4.2** of Volume 1 Part II *(Threshold Requirements)*, during the period commencing on 1 January 2015 and ending on Bid Submission Date, I managed, as a team leader, team(s) that provided Engineering Consultancy Services related to **Systems** in two (2) different Rail Line Projects, as follows:

Project Details	"1"
Name of Project, Location, and Owner Details and Contact Person Information [*including name and position, phone numbers, and e-mail address*]	
Brief Project Description [*(i) Please provide details of the management experience aspects, outline and specify the provided Services fulfilled by the TAT Manager including the roles and responsibilities performed by the TAT Manager during the demonstrated project, (ii) In case the proposed TAT Manager is <u>a Contracting Key Member</u> please relate to personal experience only, including the relevant details concerning the previous*	

[2] In the event the TAT Manager is a Contracting Key Member, according to the provisions of Section 5.1 of **Volume 1 Part II** *(Threshold Requirements)*, the Bidder and the proposed the TAT Manager shall also complete and submit **Tender Form 12** *(Contracting Key Member Undertakings)*.

<table>
<tr><th>Project Details</th><th colspan="2">"1"</th></tr>
<tr><td>employer(s) details.]</td><td colspan="2"></td></tr>
<tr><td>Scope of Services Provided by the TAT Manager Regarding Systems
[(i) mark the relevant aspects of the provided Service and (ii) at least three (3) of the detailed fields]</td><td colspan="2">☐ Comms systems
☐ Depot equipment
☐ Signaling
☐ Power systems
☐ Tunnel ventilation system</td></tr>
<tr><td>Contract Value [in NIS, according to the exchange rated detailed in Annex B (Currencies Conversion) of Volume 1, Part II – Threshold Requirements)
[at least 1,200,000,000 NIS (excluding VAT)]</td><td colspan="2">Contract Value (number):
____
In words: ___________________</td></tr>
<tr><td rowspan="5">The phase for managing team(s) providing Engineering Consultancy Services within the Rail Line Project and the duration of these services
[(i) in at least one (1) Rail Line Project, the managing of team(s) providing Engineering Consultancy Services were provided for at least twelve (12) consecutive months within the project's <u>design phase</u> and at least twelve (12) consecutive months within the project's <u>construction phase</u>, (ii) in at least one (1) Rail Line Project, the managing of team(s) providing Engineering Consultancy Services were provided for at least twenty-four(24) consecutive months].</td><td>☐ Design phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Construction phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Testing and Commissioning phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Maintenance phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Operation phase</td><td>[MM/YYYY]:
From __/_____</td></tr>
</table>

Project Details	**"1"**	
		to __/_____
The Demonstrated Project Commences Commercial Operation	☐ Yes (*if checked, please provide the date of commencement of the commercial operation*) __________________. ☐ No	

Project Details	**"2"**
Name of Project, Location, and Owner Details and Contact Person Information [*including name and position, phone numbers, and e-mail address*]	
Brief Project Description [*(i) Please provide details of the management experience aspects, outline and specify the provided Services fulfilled by the TAT Manager including the roles and responsibilities performed by the TAT Manager during the demonstrated project, (ii) In case the proposed TAT Manager is a Contracting Key Member please relate to personal experience only, including the relevant details concerning the previous employer(s) details.*]	
Scope of Services Provided by the TAT Manager Regarding Systems [*(i) mark the relevant aspects of the provided Service and (ii) at least three (3) of the detailed fields*]	☐ Comms systems ☐ Depot equipment ☐ Signaling ☐ Power systems ☐ Tunnel ventilation system
Contract Value [in NIS, according to the exchange rated detailed in Annex B (Currencies Conversion) of Volume 1, Part II – Threshold Requirements)	Contract Value (number): ______________________ In words: ____________________

Project Details	**"2"**	
[*at least 1,200,000,000 NIS (excluding VAT)*]		
The phase for managing team(s) providing Engineering Consultancy Services within the Rail Line Project and the duration of these services [*(i) in at least one (1) Rail Line Project, the managing of team(s) providing Engineering Consultancy Services were provided for at least twelve (12) consecutive months within the project's <u>design phase</u>* ***and*** *at least twelve (12) consecutive months within the project's <u>construction phase</u>, (ii) in at least one (1) Rail Line Project, the managing of team(s) providing Engineering Consultancy Services were provided for at least twenty-four(24) consecutive months*].	☐ **Design phase**	[MM/YYYY]: From __/_____ to __/_____
	☐ **Construction phase**	[MM/YYYY]: From __/_____ to __/_____
	☐ **Testing and Commissioning phase**	[MM/YYYY]: From __/_____ to __/_____
	☐ **Maintenance phase**	[MM/YYYY]: From __/_____ to __/_____
	☐ **Operation phase**	[MM/YYYY]: From __/_____ to __/_____
The Demonstrated Project Commences Commercial Operation		

3. **Technical Auditing Manager's professional experience in auditing or monitoring the system engineering field in Rail Line Project(s)** *(Section 2 (Quality Proposal),* ***Sub-Criteria 5****, of Volume 1 Part III (Evaluation Criteria); Bidders shall present* ***<u>one (1) project</u>*** *demonstrated for compliance with the Professional Threshold Requirements):*

   3.1. The Bidder shall specify which of the Rail Line Projects demonstrated in the tables under Section 2.1 above, shall be considered by NTA for the purpose of the **Evaluation Criteria** specified in **Sub-Criteria 5** [*please mark the relevant boxes*]:

   ☐ Project "1", ☐ Project "2".

3.2. Bidders shall note that in the event that no Rail Line Project(s) are specified in this Section 3, NTA reserves the right to consider the **first (1) Project** presented in the tables under Section 2.1 above.

4. Attachments

Please provide the following documents to this Tender Form:

4.1. With respect to each of the demonstrated project(s) in the table above, attached hereunder as **Attachment 1** of this **Tender Form 10**, confirmation signed by the project's respective owner, client, contract administrator or project manager (as applicable) confirming each of the demonstrated details as completed by the Bidder within the demonstrated Rail Line Project(s) under Section 2.1 above

4.2. **TAT Manager's CV**. The CV shall be submitted in a separate document attached herein under **Attachment 2** to this **Tender Form 10** and shall include the relevant information concerning the projects detailed in the above table.

5. Relocation

The TAT Manager hereby undertakes and declares that should the Bidder be announced as the Successful Bidder, the Technical Auditing Manager presented in this Form 10, shall constitute part of the Successful Bidder's Core Team and will relocate to Israel for a period of at least three (3) years, as further detailed in the Agreement.

Faithfully yours,

________________	________________________	______________________
Date	**Name and signature of Technical Auditing Manager**	**Bidder's Stamp and Signature**

I, ______________, attorney-at-law, hereby do attest and confirm that __________ is authorized to sign on behalf of _______________, and to bind it for purposes of the above stated Tender Form, for all purposes and intents.

____

Attorney-at-Law

ATTACHMENT 1 TO TENDER FORM 10 (TECHNICAL AUDITING MANAGER)

(The Bidder shall attach this document duly completed and signed by an authorized representative of the respective owner, or client or, contract administrator, or project manager with respect to the demonstrated Rail Line Project as completed by the Bidder within the table in section 2.1 of this ***Tender Form 10).***

I, the undersigned ________ [***authorized representative's full name***], on behalf of _______ [The respective owner/ client/ contract administrator/ project manager], confirm and declare that the demonstrated details as completed by the Bidder with respect to __________ [***The Project's name***] are accurate and complete.

Additional information (Optional)

[*The respective owner/ client/ contract administrator/ project manager may add additional information regarding the demonstrated project)*]:

____

____

Additional documents (Optional)

[*The respective owner/ client/ contract administrator/ project manager may attach documents regarding the demonstrated project*]:

____

Faithfully yours,

_________________	______________________
Date	Stamp and Signature

ATTACHMENT 2 TO TENDER FORM 10
TAT MANAGER'S CV

(to be inserted hereinafter by the Bidder and the TAT Manager)

TENDER FORM 11
PROGRAM ASSURANCE OFFICE MANAGER

*[To be completed by the Bidder and the proposed Technical Auditing Manager in accordance with the Professional Threshold Requirements specified in **Section 3.5 Volume 1 Part II (Threshold Requirements)**, and for the Evaluation Criteria specified in **Section 2 (Quality Proposal), Sub-Criteria 6 of Volume 1 Part III (Evaluation Criteria).** The Bidder shall note that for the forgoing Evaluation Criteria, Bidders may present up to 3 projects in accordance with one of the following options: (a) If the Bidder introduces one (1) project to demonstrate compliance with the Professional Threshold requirements under sections 3.5.2.1 and 3.5.2.2 of **Volume 1 Part II (Threshold Requirements)**, then the Bidder may present up to two (2) additional projects, under such additional projects, comply with either the Professional Threshold requirements under section 3.5.2.1 or 3.5.2.2; or (b) If the Bidder introduced two (2) different projects to demonstrate compliance with the Professional Threshold requirements under sections 3.5.2.1 and 3.5.2.2 of **Volume 1 Part II (Threshold Requirements)**, then the Bidder may present up to one (1) additional project, under such additional project complies with either the Professional Threshold requirements under sections 3.5.2.1 and 3.5.2.2.*

** Any capitalized terms used and not defined herein shall have the meaning given such terms in the Tender Documents.*

I, the undersigned___________ [*PAO Manager's Full Name*], am making this affidavit as part of ___________'s Bid [*The Bidder*], as the Bidder proposes me to serve as the Program Assurance Office Manager ("**PAO Manager**") to provide assurance and auditing Services as part of the Bidder's Core Team.

I hereby warrant and declare the following:

1. General

1.1. PAO Manager Information

Full Name:	
Business Address:	
Phone:	
Facsimile:	
E-mail:	

1.2. Employed by the Bidder

1.2.1. ☐ Directly, as an Employee of the Bidder

1.2.2. ☐ As a Contracting Key Member[3] [*in accordance with the provisions of* ***Section 5.1*** *of the Threshold Requirements*]

1.3. I hereby declare that I am a qualified and certified engineer in accordance with all applicable legal requirements of the jurisdiction under which I am certified, with _____ years of experience managing quality assurance for Rail Line Projects [*a minimum of ten (10) years following obtaining an engineering degree*]

2. PAO Manager Experience

2.1. In accordance with the provision of **Section 3.5.2** of **Volume 1 Part II** *(Threshold Requirements)*, during the period commencing on 1 January 2015 and ending on Bid Submission Date, I managed, as a team leader, team(s) that provided Quality Assurance Services in up to two (2) Rail Line Projects, as follows:

Project Details	"1"
Name of Project, Location, and Owner Details and Contact Person Information [*including name and position, phone numbers, and e-mail address*]	
Brief Project Description [*(i) Please provide details of the management experience aspects, outline and specify the provided Quality Assurance Services fulfilled by the PAO Manager, including the roles and responsibilities performed by the PAO Manager during the demonstrated project, (ii) In case the proposed PAO Manager is a Contracting Key Member please relate to personal experience only, including the relevant details concerning the*	

[3] In the event the PAO Manager is a Contracting Key Member, according to the provisions of Section 5.1 of **Volume 1 Part II** *(Threshold Requirements)*, the Bidder and the proposed the PAO Manager shall also complete and submit **Tender Form 12** *(Contracting Key Member Undertakings)*.

<table>
<tr><th>Project Details</th><th colspan="2">"1"</th></tr>
<tr><td>previous employer(s) details.</td><td colspan="2"></td></tr>
<tr><td>Contract Value [in NIS, according to the exchange rated detailed in Annex B (Currencies Conversion) of Volume 1, Part II – Threshold Requirements)]
[at least 1,200,000,000 NIS (excluding VAT)]</td><td colspan="2">Contract Value (number):
____
In words: ____________________</td></tr>
<tr><td rowspan="5">The phase for managing team(s) providing Quality Assurance Services within the Rail Line Project and the duration of these services [(i) in at least one (1) Rail Line Project, the managing of team(s) providing Quality Assurance Services were provided for at least twelve (12) consecutive months within the project's <u>design phase</u> and at least twelve (12) consecutive months within the project's <u>construction phase</u>, (ii) in at least one (1) Rail Line Project, the managing of team(s) providing Quality Assurance Services were provided for at least twenty-four(24) consecutive months (iii) Please note that to meet the Threshold Requirements set under section 3.5.2, the Bidder may present the <u>same </u>Rail Line Project]</td><td>☐ Design phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Construction phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Testing and Commissioning phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Maintenance phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Operation phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>Additional Information Regarding the PAO Manager Experience in providing Quality Assurance Services for Rail Line Project(s) [Bidders may check multiple periods within each project]</td><td colspan="2">☐ The Quality Assurance Services include auditing the owner's quality management plan/system (if checked, please provide information) __________________.

☐ The Quality Assurance Services included auditing the management plans on behalf of the contractor or the project manager (if checked, please provide information) __________________.</td></tr>
</table>

<table>
<tr><th>Project Details</th><th colspan="2">"1"</th></tr>
<tr><td></td><td colspan="2">☐ The Quality Assurance Services are related to system engineering (if checked, please provide information) __________________.</td></tr>
<tr><th>Project Details</th><th colspan="2">"2"</th></tr>
<tr><td>Name of Project, Location, and Owner Details and Contact Person Information [including name and position, phone numbers, and e-mail address]</td><td colspan="2"></td></tr>
<tr><td>Brief Project Description [(i) Please provide details of the management experience aspects, outline and specify the provided Quality Assurance Services fulfilled by the PAO Manager, including the roles and responsibilities performed by the PAO Manager during the demonstrated project, (ii) In case the proposed PAO Manager is <u>a Contracting Key Member</u> please relate to personal experience only, including the relevant details concerning the previous employer(s) details.</td><td colspan="2"></td></tr>
<tr><td>Contract Value [in NIS, according to the exchange rated detailed in Annex B (Currencies Conversion) of Volume 1, Part II – Threshold Requirements)
[at least 1,200,000,000 NIS (excluding VAT)]</td><td colspan="2">Contract Value (number):
____
In words: ____________________</td></tr>
<tr><td rowspan="3">The phase for managing team(s) providing Quality Assurance Services within the Rail Line Project and the duration of these services [(i) in at least one (1) Rail Line Project, the managing of team(s) providing Quality Assurance Services were provided for at least twelve (12) consecutive months within the project's <u>design phase</u> and at least twelve (12) consecutive months within the project's <u>construction phase</u>, (ii) in at least one (1) Rail Line Project, the managing of team(s) providing Quality Assurance Services were provided for at least twenty-four(24) consecutive months (iii) Please note that to meet the</td><td>☐ Design phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Construction phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Testing and Commissioning phase</td><td>[MM/YYYY]:
From __/_____</td></tr>
</table>

<table>
<tr><th>Project Details</th><th colspan="2">"1"</th></tr>
<tr><td rowspan="3">Threshold Requirements set under section 3.5.2, the Bidder may present the <u>same</u> Rail Line Project]</td><td></td><td>to __/_____</td></tr>
<tr><td>☐ Maintenance phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Operation phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>Additional Information Regarding the PAO Manager Experience in providing Quality Assurance Services for Rail Line Project(s) [Bidders may check multiple periods within each project]</td><td colspan="2">☐ The Quality Assurance Services include auditing the owner's quality management plan/system (if checked, please provide information) __________________.
☐ The Quality Assurance Services included auditing the management plans on behalf of the contractor or the project manager (if checked, please provide information) __________________.
☐ The Quality Assurance Services are related to system engineering (if checked, please provide information) __________________.</td></tr>
</table>

Project Details	"3"
Name of Project, Location, and Owner Details and Contact Person Information [*including name and position, phone numbers, and e-mail address*]	
Brief Project Description [*(i) Please provide details of the management experience aspects, outline and specify the provided Quality Assurance Services fulfilled by the PAO Manager, including the roles and responsibilities performed by the PAO Manager during the demonstrated project, (ii) In case the proposed PAO Manager is* *<u>a Contracting Key Member</u>* *please relate to personal experience only, including the relevant details concerning the*	

<table>
<tr><th>Project Details</th><th colspan="2">"3"</th></tr>
<tr><td>previous employer(s) details]</td><td colspan="2"></td></tr>
<tr><td>Contract Value [in NIS, according to the exchange rated detailed in Annex B (Currencies Conversion) of Volume 1, Part II – Threshold Requirements)
[at least 1,200,000,000 NIS (excluding VAT)]</td><td colspan="2">Contract Value (number):
____
In words: ____________________</td></tr>
<tr><td rowspan="5">The phase for managing team(s) providing Quality Assurance Services within the Rail Line Project and the duration of these services [(i) in at least one (1) Rail Line Project, the managing of team(s) providing Quality Assurance Services were provided for at least twelve (12) consecutive months within the project's <u>design phase</u> and at least twelve (12) consecutive months within the project's <u>construction phase</u>, (ii) in at least one (1) Rail Line Project, the managing of team(s) providing Quality Assurance Services were provided for at least twenty-four(24) consecutive months (iii) Please note that to meet the Threshold Requirements set under section 3.5.2, the Bidder may present the <u>same</u> Rail Line Project]</td><td>☐ Design phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Construction phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Testing and Commissioning phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Maintenance phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>☐ Operation phase</td><td>[MM/YYYY]:
From __/_____
to __/_____</td></tr>
<tr><td>Additional Information Regarding the PAO Manager Experience in providing Quality Assurance Services for Rail Line Project(s) [Bidders may check multiple periods within each project]</td><td colspan="2">☐ The Quality Assurance Services include auditing the owner's quality management plan/system (if checked, please provide information) ___________________.
☐ The Quality Assurance Services included auditing the management plans on</td></tr>
</table>

Project Details	"3"
	behalf of the contractor or the project manager (if checked, please provide information) __________________. ☐ The Quality Assurance Services are related to system engineering (if checked, please provide information) __________________.

3. **PAO Manager experience in managing team(s) providing Quality Assurance Services for Rail Line Project(s)** *(Section 2 (Quality Proposal),* ***Sub-Criteria 6****, of Volume 1 Part III (Evaluation Criteria); Bidders shall present* ***up to 3 projects*** *in accordance with the instructions below):*

   3.1. The Bidder shall specify which of the Rail Line Projects demonstrated in the tables under Section 2.1 above, shall be considered by NTA for the purpose of the **Evaluation Criteria** specified in **Sub-Criteria 6** [*please mark the relevant boxes*]:

   ☐ Project "**1**", ☐ Project "**2**", ☐ Project "**3**".

4. Attachments

Please provide the following documents to this Tender Form:

4.1. With respect to each of the demonstrated project(s) in the table above, attached hereunder as **Attachment 1** of this **Tender Form 11**, confirmation signed by the project's respective owner, client, contract administrator or project manager (as applicable) confirming each of the demonstrated details as completed by the Bidder within the demonstrated Rail Line Project(s) under Section 2 above.

4.2. **PAO Manager's CV**. The CV shall be submitted in a separate document attached herein under **Attachment 2** to this Tender Form 11 and shall include the relevant information concerning the projects detailed in the above table.

5. Relocation

The PAO Manager hereby undertakes and declares that should the Bidder be announced as the Successful Bidder, the PAO Manager presented in this Tender Form 11 shall constitute part of the Successful Bidder's Core Team and will relocate to Israel for a period of at least three (3) years, as further detailed in the Agreement.

Faithfully yours,

________________	___________________________	_________________________
Date	**Name and signature of PAO Manager**	**Bidder's Stamp and Signature**

I, ______________, attorney-at-law, hereby do attest and confirm that __________ is authorized to sign on behalf of _______________, and to bind it for purposes of the above stated Tender Form, for all purposes and intents.

____

Attorney-at-Law

ATTACHMENT 1 TO TENDER FORM 11 (PROGRAM ASSURANCE OFFICE MANAGER)

(The Bidder shall attach this document duly completed and signed by an authorized representative of the respective owner, or client or, contract administrator, or project manager with respect to the demonstrated Rail Line Project as completed by the Bidder within the table in section 2 of this ***Tender Form 11)***

I, the undersigned ________ [***authorized representative's full name***], on behalf of _______ [***The respective owner / client / contract administrator / project manager***], confirm and declare that the demonstrated details as completed by the Bidder with respect to __________ [***The Project's name***] are accurate and complete.

Additional information (Optional)

[*The respective owner/ client/ contract administrator/ project manager may add additional information regarding the demonstrated project)*]:

____

____

Additional documents (Optional)

[*The respective owner/ client/ contract administrator/ project manager may attach documents regarding the demonstrated project*]:

____

Faithfully yours,

_________________	_______________________
Date	Stamp and Signature

ATTACHMENT 2 TO TENDER FORM 11
PAO MANAGER'S CV

(to be inserted hereinafter by the Bidder and the PAO Manager)

TENDER FORM 12
CONTRACTING KEY MEMBER UNDERTAKINGS

[To be completed by the Bidder and the Contracting Key Member demonstrating compliance with the Professional Threshold Requirements in Section 3.4 or 3.5 of Volume 1, Part II (Threshold Requirements (to be filled out separately by each Contracting Key Member)]
Any capitalized terms used and not defined herein shall have the meaning given such terms in the Tender Documents.

To:
N.T.A. – Metropolitan Mass Transit System Limited
1 Azrieli Center, Harokmim and Halahav Street
Building A, 9th Floor
Holon, Israel

I, ______________, the undersigned [***name of the applicable Contracting Key Member to be completed***] (hereinafter, the "**Contracting Key Member**"), am making this affidavit on behalf of ______________ [***name of Bidder to be completed***], in connection with the Bidder's participation in the Tender Process, demonstrating compliance with the requirements under Section 3.______________ [***fill in the applicable section number***] of **Volume 1, Part II** *(Threshold Requirements)*, for the role of ______________ [***PAO Manager / TAT Manager, fill in the applicable position***] as part of the Bidder's Core Team.

The Contracting Key Member hereby declares, warrants and represents the following:

1. The Contracting Key Member is the proposed candidate on behalf of the Bidder and has demonstrated compliance with the Professional Threshold Requirements as stated above.
2. The Contracting Key Member has thoroughly and carefully read the Invitation to Bid and the Tender Documents applicable to the its role, and agrees to all of the applicable provisions in the Tender Documents, and in particular to its obligations thereunder.
3. The Bidder shall be responsible, jointly and severally, for the execution of all of the relevant Services.
4. The Contracting Key Member herby warrants and undertakes that it will be responsible for all the provision of the respective services, should the Bidder be declared the Successful Bidder.

5. Service Agreement between the Bidder and the Contracting Key Member [please check the applicable option]:

   ☐ A valid service agreement exists between the Bidder and the Contracting Key Member.

   ☐ A conditional service agreement exists between the Bidder and the Contracting Key Member, whose validity is subject to the Bidder's selected as the Successful Bidder and awarded the Services Agreement.

   ☐ A services agreement shall be signed after the selection of the Bidder as the Successful Bidder, and prior to the signing of the Services Agreement between the Bidder and NTA.

   The Contracting Key Member undertakes to enter into an agreement with the Bidder, according to which the Contracting Key Member shall provide the respective services, jointly and severally with the Bidder.
6. The Contracting Key Member shall not assign or transfer any of its obligations pursuant to this Undertaking without the prior approval of NTA.
7. The Contracting Key Member and/or the Bidder shall provide NTA information as NTA may reasonably require from time to time with respect to the performance of its obligations pursuant to this Undertaking.
8. The Contracting Key Member and/or the Bidder shall notify NTA of any legal or technical changes, and any unusual events which affect its ability to perform its obligations pursuant to this Undertaking.
9. The Bidder and the Contracting Key Member acknowledges that the undertakings within this Tender Form are fundamental for the success of the Bidder and the award of the Agreement to provide the required Services.

In witness whereof, the Contracting Key Member has executed this Undertaking (signature of the Contracting Key Member):

___________________	___________________________________
Date	Stamp and Signature of the Contracting Key Member

I, the undersigned, ____________, ☐ attorney-at-law ☐ public notary *[check applicable box]*, hereby confirm that on ____________, Mr./Mrs. ____________, I.D./passport No. ____________ appeared before me, and after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by law, signed this statement in my presence.

In addition, I, ____________, ☐ attorney-at-law ☐ public notary *[check applicable box]*, hereby do attest and confirm that ____________ is authorized to sign on behalf of ____________, and to commit it for purposes of the above stated Tender Form, for all purposes and intents.

____

Attorney-at-Law / public notary

In witness whereof, the Bidder has executed this Undertaking (signature of the Bidder):

________________	________________________________
Date	Stamp and Signature of the Bidder

I I, the undersigned, ____________, ☐ attorney-at-law ☐ public notary *[check applicable box]*, hereby confirm that on ____________, Mr./Mrs. ____________, I.D./passport No. ____________ appeared before me, and after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by law, signed this statement in my presence.

In addition, I, ____________, ☐ attorney-at-law ☐ public notary *[check applicable box]*, hereby do attest and confirm that ____________ is authorized to sign on behalf of ____________, and to commit it for purposes of the above stated Tender Form, for all purposes and intents.

____

Attorney-at-Law / public notary

TENDER FORM 13
FINANCIAL THRESHOLD REQUIREMENTS

[To be completed by the Bidder, and the Guarantor of the Bidder (if applicable), demonstrating compliance with the Threshold Requirements specified in Sections 4 of Volume 1 Part II (Threshold Requirements)]

** All data in this Tender Form, except for the data in Section 3 (Operating Cash Flow), is to be presented in NIS, in accordance with the provisions of Section 4.4 (Currencies Conversion) of the Threshold Requirements.*

** Any capitalized terms used and not defined herein shall have the meaning given such terms in the Tender Documents.*

I, the undersigned, ______________, am making this affidavit on behalf of ______________ (*name of Bidder / Guarantor)* (hereinafter: "**the Bidder**", "**the Guarantor**");

1. The Bidders/ the Guarantor most recent and updated Financial Statements are for the fiscal years ______________, ______________, ______________ [*the year of the most recent Financial Statement to be completed; For the removal of doubt, such year shall not be earlier than 2023*].
2. Financial Data of ______________ (*name of Bidder): (*)*

   2.1. Turnover

year	*t-2*	*t-1*	*t*
Turnover (TO) – original currency [name the currency]			
Currency exchange rate			
Turnover (TO) – NIS			
Bidder's Weighted Average Turnover (NIS)			

Bidder's Weighted Average Turnover = $(3*TO_t + 2*TO_{t-1} + 1*TO_{t-2}) / 6$

TO_t = Bidder's annual turnover for year t.

t = most recent annual Financial Statements (provided such is not earlier than for the year 2023).

Currency exchange rate - as set **in Annex B** *(Currencies Conversion)* of **Volume 1 part II** *(Threshold Requirements)*.

3. <u>Operating Cash Flow</u>

year	*t-2*	*t-1*	*t*
Operating Cash Flow (CF) – original currency [name the currency]			
Bidder's Weighted Average Operating Cash Flow – original currency)			

Bidder's Weighted Average Operating Cash Flow = $(3*CF_t+2*CF_{t-1}+1*CF_{t-2})/6$

CF_t = the Bidder's Operating Cash Flow for year t

t = the most recent Financial Statements (provided such is not earlier than for the year 2023).

The undersigned's Weighted Average Operating Cash Flow: [check applicable]

☐ is not negative.

☐ is negative, and the ratio between:

a) the absolute value of [check applicable] ☐ the undersigned's Weighted Average Operating Cash Flow; or ☐ the undersigned's Operating Cash Flow based on its most recent annual Financial Statements (not earlier than for the year 2023), and

b) the undersigned's equity based on its most recent annual Financial Statements (not earlier than for the year 2023),

is less than 25%.

Attached to this **Tender Form 14** are the Financial Statements of ______________ for the years ______________,______________,______________ (to be completed as applicable).

Faithfully yours,

________________ ________________________

Date **Bidder's Stamp and Signature**

I, the undersigned, ____________, ☐ attorney-at-law ☐ public notary *[check applicable box]*, hereby confirm that on ____________, Mr./Mrs. ____________, I.D./passport No. ____________ appeared before me, and after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by law, signed this statement in my presence.

In addition, I, ____________, ☐ attorney-at-law ☐ public notary *[check applicable box]*, hereby do attest and confirm that ____________ is authorized to sign on behalf of ____________, and to commit it for purposes of the above stated Tender Form, for all purposes and intents.

____

Attorney-at-Law / public notary

TENDER FORM 14
NO GOING CONCERN

(To be completed by the CEO or CFO or an equivalent position holder of the Bidder, or of the Guarantor (as applicable), in accordance with Section 4.3 of ***Volume 1, Part II*** *(Threshold Requirements))*
(Capitalized terms shall have the meaning ascribed to them in the Invitation)

I, ____________, the undersigned, am making this affidavit on behalf of ____________ (*name of the Bidder / Guarantor*):

I hold the position of a CEO / CFO / equivalent position: ____________ *(circle the relevant option)* and I am authorized to make this affidavit in the Bidder's name and on its behalf.

I confirm that the Bidder's most recent Financial Statement does not include any going concern notice or an equivalent thereof under the applicable accounting rules.

______________________	______________________
Date	Stamp and Signature

I, ____________, the undersigned, hereby confirm that on ____________ [date], ____________ [name], Israeli I.D. number / ____________ [country] Passport number ____________, who is authorized to sign on behalf of ____________, and to commit it for purposes of the above stated Tender Form, for all purposes and intents, appeared before me, and after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by Law, signed this statement in my presence.

Name: ____________

Stamp and Signature: ____________

Date: ____________

____
Attorney

TENDER FORM 15
LETTER OF GUARANTEE

[To be completed by the Guarantor of the Bidder (if applicable) on a separate form in accordance with Section 5.2 Volume 1 Part II (Threshold Requirements)]
** Any capitalized terms used and not defined herein shall have the meaning given such terms in the Tender Documents.*

To:
N.T.A. – Metropolitan Mass Transit System Ltd.
1 Azrieli Center, Harokmim and Halahav Street
Building A, 9th Floor
Holon, Israel

Date: ___

Dear sir,

Re: Invitation to Bid (the "Invitation")

The undersigned ___ *[name of Bidder's Parent Company]* (the **"Guarantor"**), hereby confirms and warrants to Tender Committee as follows, with respect to ___ *[name of Bidder]* (the **"Company"**), in which the Guarantor holds ___ *[Guarantor's holdings in Company]*:

1. The Guarantor controls the Company by means of ___ *[please provide appropriate explanation, attested to by an attorney, demonstrated by applicable documentation, e.g. reports issued by the Registrar of Companies, organizational charts, articles of association, etc.]*
2. The Company has informed the Guarantor of the Invitation and its participation in the Tender process as a Bidder.
3. The Guarantor hereby requests that its own financial information, which is included in the Proposal submitted by the Bidder, will be taken into account in determination of the Bidder's compliance with the Financial Threshold Requirements set forth in Section 4 of Volume 1 Part II (Threshold Requirements), instead of the Bidder's financial information.
4. The Guarantor confirms that all information which is included by it or on its behalf in the Proposal is true, accurate, complete and correct as of the Submission Date.
5. The Guarantor shall provide NTA with any information (including any financial information), which may be required by NTA at any stage of the Tender process in order to carry out its evaluation of the Proposal.
6. The Guarantor has read the Tender Documents and is familiar with the provisions thereof, and in particular the provisions of Section 9.6 (Tender Committee's Prerogatives)

of the ITB, thereof.

7. The Guarantor is a company duly incorporated, duly organized and validly existing under the laws of ___ *[insert Guarantor's applicable jurisdiction]* and the performance by the Guarantor of Tender Forms submitted by it in connection with the Proposal are within its corporate powers, have been duly authorized by all necessary corporate and other actions and do not contravene: (i) the organizational documents of the Guarantor; (ii) any law, rule or regulation having the force of law in ___ *[insert applicable jurisdiction]*; (iii) to the best of the undersigned's knowledge, any judgment, writ, injunction, decree or ruling of any ___ *[insert applicable jurisdiction]* court or other governmental body applicable to the Guarantor; or (iv) any agreement, contract or other instrument known to the undersigned to which the Guarantor is a party or to which it is subject.
8. The Guarantor will guarantee all of the Company's financial obligations, liabilities and undertakings arising out of or in connection with the Tender Documents and/or its Proposals.

Faithfully yours,

______________________	______________________
Date	Stamp and Signature

I, the undersigned, ____________, ☐ attorney-at-law ☐ public notary *[check applicable box]*, hereby confirm that on ____________, Mr./Mrs. ____________, I.D./passport No. ____________ appeared before me, and after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by law, signed this statement in my presence.

In addition, I, ____________, ☐ attorney-at-law ☐ public notary *[check applicable box]*, hereby do attest and confirm that ____________ is authorized to sign on behalf of ____________, and to commit it for purposes of the above stated Tender Form, for all purposes and intents.

____

Attorney-at-Law / public notary

TENDER FORM 16

PROPOSED METHODOLOGY FOR THE PERFORMANCE OF THE SERVICES AND ISO 9001:2015 CERTIFICATION OR ALIGNMENT WITH THE REQUIREMENTS OF THE SAID STANDARD

[To be completed by the Bidder in accordance with the Quality proposal specified in Sections 2.2, Volume 1 Part III (Evaluation Criteria)]

** Any capitalized terms used and not defined herein shall have the meaning given such terms in the Tender Documents.*

The Bidder is required to submit herein:

a) its proposed methodology for the performance of the Services and in relation to the Program, each as defined in the Services Agreement~~(as such term is defined in the Services Agreement) with respect to LRT projects~~.

**The Bidder may attach to this form additional documents, drawings, schemes and all other relevant information which will help to demonstrate its proposed methodologies.*

b) a copy of a valid ISO 9001:2015 Certification, certified as a true and accurate copy, issued by an accredited certification body ***or*** *(in the absence of a formal Certification)*

its internal Quality Management System (QMS) documents list and Quality Management Plan document *(It is required to attach a copy of the applicable documentation evidencing alignment with the requirements of ISO 9001:2015.*

TENDER FORM 17
SIGNED SERVICES AGREEMENT

[To be attached by the Bidder]

TENDER FORM 18
FINANCIAL PROPOSAL

(*To be completed by the Bidder in accordance with* ***Annex C*** *(Financial Proposal) of the ITB, and. As part of this Tender Form, the Bidders shall complete the attached Excel file*)

I, the undersigned, _____________ (*name of Bidder to be completed*) (the "Bidder") hereby submit this **Tender Form "18"** *(Financial Proposal)*, as part of the Bid submitted by the Bidder pursuant to the Tender Documents.

1. The Bidder shall complete this **Tender Form 18** *(Financial Proposal)* and the attached **Tender From 18A –Financial Proposal (Excel File)** in accordance with the instructions detailed in **Annex C** *(Financial Proposal – Submission Instructions)* to the ITB, and the instructions hereunder.
2. The Financial Proposal shall apply for the entire Term of the Agreement, including the Additional Terms, and to the extent applicable.
3. All prices presented in this **Tender Form 18** *(Financial Proposal)* are in USD, exclusive of VAT, in real value true to Bid Submission Date
4. All figures within this **Tender Form 18** *(Financial Proposal)* (i.e. the rate of addition or discount) shall be quoted numerically in integers (i.e., without any digits after the decimal point). If, notwithstanding the foregoing, the Bidder quoted a figure using decimal points, the Tender Committee may, at its sole discretion:

   4.1. Disqualify the Bid and the Bidder; or

   4.2. Round the figure down (if the digit in the tenths place is smaller than five (5)) or up (if the digit in the tenths place is five (5) or bigger); or

   4.3. Request the Bidder to clarify its Bid and accept or reject such clarification.
5. Notwithstanding the foregoing, the figures in this Tender Form 18 (Financial Proposal) (i.e. the rate of addition or discount) shall be quoted both numerically and in words. In the event of contradiction between the figures quoted in words and the figures quoted numerically, the Tender Committee may, at its sole discretion:

   5.1. Disqualify the Bid and the Bidder; or

   5.2. Request the Bidder to clarify its Bid and accept or reject such clarification; or

5.3. For the purpose of determining the Successful Bidder, take into consideration the higher of the figures (i.e., the lower discount rate or the higher rate of addition, as applicable).

6. It is hereby clarified that the Hourly Fee for Additional Tasks shall not be referred to evaluating the Bidder's Financial Proposal.

7. The Bidder shall not leave any item without indicating a proposed rate. If, notwithstanding the foregoing, the Bidder left an item without indicating a proposed rate, the Tender Committee shall deem the rate or value of such item to be “0”.

8. The Bidders are referred to Section 4 of **Annex C** *(Financial Proposal – Submission Instructions)* of the ITB, regarding the inclusion of all Consultant’s contractual commitments and obligations within the Financial Proposal.

9. **Audit Price Proposal:**

9.1. The Bidder may propose a discount rate (negative value limited to -15%) or addition (positive value up to +5%), in whole percentages, with respect to the price units detailed below.

9.2. The proposed discount rate (whether addition or discount) by the Bidder shall be equal, uniform, and fixed and shall apply with respect to all the various audits.

10. **Retainer Price Proposal:**

10.1. The Bidder may propose a discount rate (negative value limited to -15%) or addition (positive value up to +5%), in whole percentages, with respect to the price units detailed above. The proposed discount rate (whether addition or discount) by the Bidder shall be equal, uniform, and fixed and shall apply with respect to each of the Core Team Members detailed above.

10.2. The Retainer amounts shall refer to full calendar months and shall count as the amount due to the Consultant for the total number of working days they worked in each particular month.

11. All prices quoted herein are exclusive of VAT, in real value true to the Bid Submission Date and before indexation.

12. All capitalized terms not defined above shall have the meaning attributed to them in the ITB and in the Agreement.

Faithfully yours,

_____________________________ Date

_____________________________ Stamp and Signature

I, the undersigned, ____________, ☐ attorney-at-law ☐ public notary *[check applicable box]*, hereby confirm that on ____________, Mr./Mrs. ____________, I.D./passport No. ____________ appeared before me, and after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by law, signed this statement in my presence.

In addition, I, ____________, ☐ attorney-at-law ☐ public notary *[check applicable box]*, hereby do attest and confirm that ____________ is authorized to sign on behalf of ____________, and to commit it for purposes of the above stated Tender Form, for all purposes and intents.

____

Attorney-at-Law / public notary

TENDER FORM 18A
FINANCIAL PROPOSAL (EXCEL FILE)

(Attached)

TENDER FORM 19
CONTENT OF THE BID

The Bidder shall check the contents of the envelope before sealing it and mark his review in the "Bidder's Inspection" column.

The Bidder shall insert this form into the envelope before sealing it and submitting it to the NTA's tender box.

Bidder's - Inspection	Description of the Bid Envelope Contents
	Envelope 1 – General Information, Threshold Requirements and Evaluation Criteria
☐	**Tender Form 1 -** The Bid Letter
☐	**Tender form 2 –** Power of Attorney - Authorized Representative
☐	**Tender Form 3** – The Bidder ☐ Attached hereto is the Bidder's Certificate of Incorporation
☐	**Tender Form 4** – Certificates and Affidavit According to Public Entities Transactions Law ☐ Attached hereto are relevant Approvals pursuant to the Public Entities Transactions Law 1976, testifying to proper bookkeeping practices, in accordance with the Income Tax Ordinance [NEW VERSION 1961, and the Value Added Tax Law 1975.
☐	**Tender Form 5 –** Declaration and Obligation of No Conflict of Interest
☐	**Tender Form 6 –** The Bid Bond
☐	**Tender Form 7** – Engineering Consultancy Services Experience
☐	**Tender Form 8 –** Quality Assurance Services Experience

Bidder's - Inspection	Description of the Bid Envelope Contents
☐	**Tender Form 9** – ~~ISO Certificates~~Not in use
☐	**Tender Form 10** – Technical Auditing Manager
☐	**Tender Form 11** – Program Assurance Office Manager
☐	**Tender Form 12** – Contracting Key Member undertakings
☐	**Tender Form 13** – Financial Threshold Requirements
☐	**Tender Form 14** – No Going Concern
☐	**Tender Form 15** – Letter Of Guarantee (if applicable)
☐	**Tender Form 16** - Proposed Methodology for the Performance of the Services and ISO 9001:2015 Certification or Alignment with the Requirements of the Said Standard
☐	**Tender Form 17** – Signed Services Agreement
☐	**Copy of all Tender Documents duly signed** All documents listed in Annex A of the ITB, any appendices, attachments, and Addenda thereto, and any other document published by NTA in accordance with Section 4.4 (*Addenda*) prior to the Submission Date, excluding the Services Agreement to be attached to Tender Form 17, and the Financial Proposal to be attached **separately** in Envelope 2.
Bidder's - Inspection	**Envelope 2 – Financial Proposal**
☐	**Tender Form 18** – Financial Proposal (This form shall be submitted in a separate, sealed envelope)

Bidder's - Inspection	Description of the Bid Envelope Contents
	Attorney-at-Law / public notary: ___________.
	Stamp and Signature: ___________.
	Date: ___________.

Tender no. 143/2025

Assurance Management and Technical Auditing Services

for the

Metropolitan Tel-Aviv Mass Transit System

Volume 2 – Services Agreement

This Agreement is made on the [*] day of [*]

By and Between:

NTA – Metropolitan Mass Transit System Ltd.

with the address 1 Azrieli Center, 26 Harokmim St. Building A Holon, Israel,

(the **“Owner”**)

And

[*] a company registered in [*]

with address [*],

(the **“Consultant”)**

The Owner and the Consultant together are referred to as the **“Parties.”**

Whereas The Owner is a government company authorized to promote the planning and establishment of a mass transit system in the Tel Aviv Metropolitan.

Whereas The owner is promoting the design, supply, construction, installation, integration, testing, commissioning, operation, and maintenance of a mass transit system, including three LRT lines (the first line, referred to as the “Red Line”, commenced operation in August 2023. The two additional lines are currently under construction) and additionally, three Metro lines (each line is referred to as a "**Project**," and together they form the "**Program**.") These lines are intended to be operated through several phases."

Whereas The Consultant has been declared the Successful Bidder under the Tender Selection Process.

Whereas The Owner desires to procure assurance management and technical auditing services in connection with the Program, as further described in **Appendix 2** (*Scope of Services)*.

Whereas The Consultant represents that it has the necessary expertise, capabilities, resources, competent personnel, and experience to carry out the Services, all consistent with the highest standard of care, and is willing to provide the assurance management and technical auditing services in connection with the Program on the terms and conditions set out under this Agreement.

Table of Contents

1. General Provisions

1.1. <u>Interpretation</u>

1.1.1. In this Agreement, capitalized terms shall have the meaning ascribed to them in **Appendix 1** *(Definitions)*.

1.1.2. A term defined in any of the Agreement Documents shall have the same meaning in all the other documents of this Agreement unless the context requires differently.

1.1.3. In this Agreement, except where the context requires otherwise:

1.1.3.1. Headings in this Agreement are inserted for convenience only and shall not affect its interpretation.

1.1.3.2. Words indicating one gender include both genders;

1.1.3.3. The singular includes the plural and vice versa;

1.1.3.4. Provisions including the words "agree," "agreement," or "consent" require the agreement or consent to be recorded in writing and

1.1.3.5. "Written" or "in writing" means hand-written, type-written, printed, or electronically made, resulting in a permanent record.

1.1.3.6. Any reference to conduct includes an omission, statement, or undertaking, whether or not in writing.

1.1.3.7. Any reference to a right or obligation of any two or more people comprising a single party confers that right or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).

1.1.3.8. Any reference to an asset includes any real or personal, present or future, tangible or intangible property or asset (including intellectual property) and any right, interest, revenue, or benefit in, under, or derived from such property or asset.

1.1.3.9. Mentioning anything after includes, including, for example, or similar expressions, will not limit the applicable subject to the mentioned included examples.

1.1.4. The preamble and appendices of this Agreement constitute an integral part hereof.

1.2. Communication

1.2.1. Wherever this Agreement provides for the giving or issuing of approvals, certificates, consents, determinations, notices, and requests, these communications shall be in writing and delivered by hand (against receipt), sent by mail or courier, and delivered, sent or transmitted to the address for the recipient's communications.

1.2.2. However:

1.2.2.1. If the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and

1.2.2.2. If the recipient has not stated otherwise when requesting approval or consent, it may be sent to the address from which the request was issued.

1.3. Governing Law and Language

1.3.1. This Agreement is governed by the Laws of the State of Israel.

1.3.2. This Agreement's communication language shall be English, and all acts carried out in writing under or under this Agreement shall be in English.

1.4. Priority of Documents

1.4.1. The Agreement Documents are to be taken as mutually explanatory of one another.

1.4.2. In the event of any ambiguity, conflict, error, discrepancy, inconsistency, or contradiction in or between any documents comprising or incorporated into this Agreement, the provision or interpretation that is more onerous (stricter) for the Consultant shall apply. In relation to any conflict, error, discrepancy, or inconsistency that does not involve different degrees of severity and cannot be resolved by the above order of priority (set in Clause 1.4.1 above), the Owner reserves the right to determine the obligation to be imposed on the Consultant which the Owner deems, in its sole and absolute discretion, to be most beneficial to the Project.

1.4.3. The Consultant shall have no Entitlement and shall not make any Claim as a consequence of a determination made by the Owner under Clause 1.4.2 above, as a consequence of any conflict, error, discrepancy, or inconsistency in any document produced by any of the Owner, the Consultant or any Authority.

1.5. Consultant's Use of Owner's Documents

1.5.1. As between the Parties, the Owner shall retain the copyright and other intellectual property rights in the Agreement Documents and other Deliverables (Whether such Deliverables were made by the Owner or on its behalf).

1.5.2. The Consultant may, at its cost, copy or use these Deliverables only to perform and fulfill its obligations and responsibilities under the Agreement and shall not use or transfer these documents to any third party without the Owner's prior written approval.

1.6. Compliance with Laws

1.6.1. The Consultant shall observe and comply with all applicable Laws, as they apply from time to time to the Services and the Program, in providing the Services.

1.6.2. The Consultant shall give all notices, pay all taxes, duties, and fees, and obtain all permits, licenses, approvals, and applicable certifications necessary or required under Law concerning the Services and/or the Program. The Consultant shall indemnify and hold the Owner harmless against and from the consequences of any failure to do so.

1.6.3. The Consultant undertakes that, at all times during the Term of this Agreement, its undertakings under this Agreement shall be adjusted to take into account any change in the Laws, which is enacted, made, amended, or promulgated following the Effective Date, which may affect the Consultant obligations, responsibilities, liabilities and/or rights under this Agreement. The Consultant shall have no Entitlement and shall not make any Claim concerning any change in the Law.

1.7. Consultant's Representative

The authorized representative of the Consultant shall be the authorized representative specified within the Consultant's Proposal who shall be vested withthe authority torepresent, act on behalf of, and bind the Consultant.

2. The Owner

2.1. Information

2.1.1. The Consultant shall be responsible for obtaining all the data, information, drawings, and documents (including but not limited to any data, information, drawings, and documents constituting the

Program Information) that may be required for the proper and timely performance of its obligations, responsibilities, and liabilities under this Agreement.

2.1.2. Without derogating from the generality of the foregoing, the Owner may provide the Consultant, at its sole discretion, with the information requested by the Consultant to perform the required services that it holds in respect of the Program, as may be amended from time to time. It shall be noted that the foregoing and/or the failure of the Owner to provide such information shall not limit or derogate from any of the Consultant’s responsibilities and obligations under the Agreement.

2.1.3. The Consultant shall take all necessary steps to check that the applicable Program Information or any other data, information, drawings, and documents provided to it (whether by the Owner or anyone on its behalf) is accurate, complete, and adequate in all material aspects.

2.1.4. The Consultant shall notify the Owner accordingly within twenty-four (24) hours of discovering any discrepancy or error in the Program Information, and the provisions of Clause 1.4 *(Priority of Documents)* above shall apply.

2.1.5. The Consultant shall have no Entitlement and shall not make a Claim concerning any discrepancy or error in the Project Information.

2.2. Decisions

2.2.1. All requests for decisions or information from the Consultant shall be referred to the Owner in writing and promptly so as not to delay the Services or the Program. The Owner shall give its decision in writing by no later than twenty-one (21) Days from the receipt of the Consultant's request.

2.2.2. If the Consultant considers that the Owner's delay in providing its decision may delay the Consultant's performance of the Services and/or incur additional costs, it shall immediately notify the Owner in writing.

2.3. Owner's Representative and Instructions

2.3.1. The Owner shall appoint one or more persons, on its behalf, as representative(s) to manage, monitor, review, administer, and supervise the execution of the Agreement throughout the Term of the Agreement. The appointed representative(s) will be considered the Owner's representative concerning any rights under the Agreement.

2.3.2. The Owner may, at its sole discretion, remove any one or more such persons or entities and replace them with any other persons or entities. If such a replacement occurs, the Owner will inform the consultant of all such appointments and replacements.

2.3.3. The Owner may issue written instructions to the Consultant (at any time) that the Owner reasonably considers to be in the Program's best interests.

2.3.4. The Consultant shall only take written instructions from the Owner or its authorized representative. Oral instructions provided or issued by the Owner and/or its authorized representative shall have no force or effect and shall not create any rights, entitlements, obligations, and/or responsibilities between the Parties.

2.3.5. The Consultant shall render the Services and prepare its Deliverables by the provisions of the Agreement and submit them to the Owner. The Consultant shall ensure that the Services are at all times rendered in accordance with the latest Owner's policies and procedures.

2.4. Services provided by Others concerning the Program

2.4.1. Services shall be provided in a manner that does not conflict with the work of other Owner's consultants or contractors of the Program.

2.4.2. The Consultant shall advise the Owner of any overlap of services (either between the services of two or more other consultants or contractors or between the Services under this Agreement and the services of any one or more other consultants) and of any conflict between the provision of the Services and the work of other consultants or contractors of the Program of which the Consultant becomes aware.

2.4.3. The Consultant acknowledges that subject to the terms of this Agreement, the performance of the Services may require the Consultant to demonstrate flexibility and adapt and adjust to changes to the Time Schedule and the Program.

3. The Consultant

3.1. Consultant's Representations

The Consultant hereby represents, warrants, and undertakes to the Owner that:

3.1.1. All of the representations and all other data provided by the Consultant in connection with or arising out of the Consultant's Proposal were and remain, in all material respects, true, accurate, and not misleading;

3.1.2. It, as well as all persons and entities, possesses the necessary ability, experience, knowledge, expertise, resources, skills, and professional capabilities and qualifications to perform and fulfill all its obligations and responsibilities concerning the required Services promptly and in accordance with this Agreement;

3.1.3. It is a corporation duly incorporated and registered and validly existing under the laws of its incorporation domicile and has obtained all necessary licenses, consents, approvals, permits, and certifications required for providing the Services; and

3.1.4. This Agreement has been duly authorized and executed by the Consultant and constitutes its legal, valid, and binding obligations. There is no prohibition or limitation on entering, executing, and performing this Agreement or providing the Services or on any of its obligations and responsibilities under and under this Agreement and Law.

3.1.5. The Consultant hereby states that it has thoroughly examined this Agreement, assessed all risks, consequences, and possible outcomes, and signed it freely after consenting to all its terms and phrasing.

3.1.6. It is aware that the Owner reserves the right to perform the Services or any part thereof by its own means and/or through other consultants and/or entities working with the Owner and/or related to the Owner now or at any time in the future.

3.2. Scope of Services

3.2.1. The Consultant shall perform the Services as stated in **Appendix 2** *(Scope of Services)* of the Agreement, and those services as reasonably related to or associated with the performance or execution of the Consultant's obligations or under the Services indicated therein and from this Agreement.

3.2.2. In performing the Services, the Consultant shall comply with and implement the requirements of all relevant Program Information.

3.2.3. It is hereby clarified that the scope of Services, including the audit services, as stated in **Appendix 2** *(Scope of Services)*, are not exhaustive and may be amended, updated, or replaced from time to time during the Term of this Agreement. The Consultant shall have no other Entitlement and shall not make any Claim concerning any such amendment, update, or replacement of the Services.

3.2.4. The Owner shall not be obligated to assign a minimal scope /amount of audit and/or tasks and/or assignments to the Consultant during the

Term of this Agreement. Accordingly, the Consultant shall be prevented and precluded from raising any Claim regarding the scope of the Services issued by the Owner.

3.2.5. If requested by the Owner, the Consultant shall advise the Owner regarding practices used on projects of similar size, complexity, and geographic parameters to the Program and shall give the Owner the benefit of its experience elsewhere.

3.2.6. The Consultant shall familiarize itself with and ensure that, in the performance of its Services, it takes into account and acts, at all times, among other parameters, in accordance with the conditions of the Program's sites, the nature and complexity of the Program, and the schedule of the entire Program.

3.2.7. Without derogating from the Consultant's obligations to provide the Services by its personnel, the Consultant is required to allocate sufficient time and dedicate personnel necessary to fully perform the Services and to ensure timely and efficient completion of its obligations without delaying the Program or the Services. In order to fulfill these obligations, the Consultant shall, at the Owner's request, increase its staffing without additional Entitlement.

3.2.8. The Consultant's Deliverables are to be prepared based on necessary and appropriate research, surveys, discussions, and factual information from relevant data sources, including but not limited to the Program Information. The Deliverables must comply with the Laws and fully consider the views and comments of the Owner, its representatives, and any Relevant Authority. All such Deliverables shall be provided to the Owner and other professionals on its behalf for their review, comments, and consideration.

3.2.9. The Consultant shall, without additional Entitlement:

3.2.9.1. Coordinate and cooperate with the Owner and with all other consultants, contractors, designers, and reviewers engaged with respect to the Program and Program-related matters (either employed by the Owner, PMC, or by the relevant contractors employed by the Owner); Without derogating from the generality of the above, the Owner shall manage the various parts of the Program through engagement with Project Management Companies (PMCs), Line Managers, who represent the Owner’s interests and are working in close co-ordination with the Owner’s staff, including consultants and designers (individually "PMC" and collectively "PMCs"). The Consultant acknowledges that the Services under this Agreement must be performed in strict coordination and cooperation with the PMCs (including interfaces between the various PMCs) to ensure duly and timely performance of the Program and in a manner that will enable each PMC to perform its duties toward the Owner.

3.2.9.2. Respond to questions relating to the Services or the Program, including but not limited to requests for information from the Owner or the Owner's representative.

3.2.9.3. Correct any errors or deficiencies in the Consultant's Services; and

3.2.9.4. Maintain records to demonstrate to the Owner's satisfaction that such errors or deficiencies have been corrected.

3.2.10. The Consultant shall always fully inform the Owner about the performance of the Services and shall provide the Owner with all further information the Owner may require from time to time.

3.3. <u>Consultant's Undertakings</u>

3.3.1. The Consultant undertakes that in performing and completing the Services, it shall exercise the highest level of skill, care, and diligence as may be expected of a professional consultant experienced in providing similar services to the Services in relation to projects of a similar size, scope, and complexity as the Program, as further outlined in this Agreement and **Appendix 2** *(Scope of Services)*.

3.3.2. The Consultant further undertakes that the Deliverables provided by it shall also be of the highest level of quality and suitability and performed to the highest professional standards.

3.3.3. In performing the Services, the Consultant undertakes that it shall comply, inter alia, with the following requirements:

3.3.3.1. Provide the Services and submit the Deliverables in a timely manner and in strict compliance with all the requirements of this Agreement;

3.3.3.2. Ensure that all Services have been taken into account and, where applicable, satisfy and comply with the Program Information or other requirements, policies, and procedures which the Owner or any Relevant Authority issues;

3.3.3.3. Ensure that all Deliverables contain sufficient details and are coordinated with the details contained in any other document related to (or which need to be coordinated with) the Services, whether such documents have been produced by the Consultant itself or by any other third parties (including the Owner's contractors, the PMCs, or Relevant Authorities);

3.3.3.4. Shall keep the Owner informed (in writing) of the progress of its Services and Deliverables;

3.3.3.5. Shall attend all meetings with the Owner and/or the PMCs, including interface meetings between PMCs;

3.3.3.6. Inform the Owner in writing about any disagreement and/or lack of cooperation with either the PMCs or any other relevant party engaged in the performance of the Program (for example, contractors, consultants, suppliers, designers, and service providers); any such disagreement and lack of cooperation shall be brought to the Owner's attention and shall be resolved by the Owner. The Owner's resolution shall be final and shall bind the Consultant.

3.3.3.7. Employ, engage, and retain such key personnel and other personnel who are highly qualified and experienced and comply with the Owner's requirements;

3.3.3.8. The Consultant hereby declares that it is aware that the Program has national importance and represents a significant investment of public funds, workforce, and resources by the Owner; therefore, the Consultant hereby undertakes that under no circumstances (even in the event of a dispute) will it cease and/or delay and/or suspend and/or act in a manner that could delay any of its obligations under this Agreement.

3.3.4. The Consultant shall be responsible for all Deliverables prepared by it or on its behalf in connection with the Services. No approval or consent granted by the Owner to the Consultant under this Agreement shall:

3.3.4.1. Impose or be deemed to impose any obligation or liability on the Owner; and

3.3.4.2. Release or exempt or be deemed to release or exempt the Consultant from any obligation or liability under this Agreement.

3.3.5. The Consultant undertakes not to cause or contribute, by its act or omission, to the Owner's breach of its obligations towards any third party.

3.3.6. The Consultant shall immediately and without delay notify the Owner of any anticipated and/or actual problems, issues, or concerns involving the Services and the Program (in particular but not limited to any which may affect the scope, cost, or schedule of the Services and the Program). In addition, the Consultant shall make prompt recommendations for addressing the raised matters to mitigate any costs, damages, or delays in providing the Services within the agreed timeframe.

3.3.7. The Consultant undertakes to be familiar with and act in accordance with the Owner's policies and Owner's procedures, as may be updated by the Owner from time to time.

3.3.8. In the course of providing the Services, the Consultant shall use such software as determined by the Owner and shall comply with each of the provisions of **Appendix 5** (*Software Requirements and Document Control*), and with the provisions of **Appendix 6** (*Information Security Requirements*).

3.3.9. The Consultant shall be responsible for planning, implementing, and maintaining quality assurance and quality control over the execution of the Agreement and the provision of the Services, in a manner that will ensure the quality of the services' products. The Consultant shall comply with each of the provisions of **Appendix 7** (*Quality Assurance Guidelines*).

The Consultant's Undertakings specified in Clause 3.3 *(Consultant's Undertakings)* shall be referred to as the "Consultant's Undertakings".

3.4. Reliance on Undertakings

The Consultant acknowledges that the Owner entered into this Agreement in reliance upon the truth and accuracy of each of the following:

3.4.1. The Consultant's representations;

3.4.2. The Consultant's Undertakings; and

3.4.3. The Consultant's advice, skill, and judgment in the execution of the Services and the correctness of the Deliverables.

3.5. Consultant's Undertakings Unaffected

The Consultant's Undertakings shall remain unaffected, notwithstanding any of the following:

3.5.1. Furnishing of the Deliverables to the review, attention or confirmation of the Owner;

3.5.2. Any change made to the Deliverables or the Services as a consequence of, or in accordance with, comments received or directions of the Owner or on its behalf; or

3.5.3. Any failure by the Owner to respond to a request of the Consultant.

3.6. Documentary Records

3.6.1. The Consultant shall make and keep accurate records of the Services it has performed, whether in writing or stored on any other medium.

3.6.2. Such records shall include (but are not limited to) the following (collectively, the "Documentary Records")

3.6.2.1. The Agreement Documents;

3.6.2.2. All Deliverables and any related documents thereto;

3.6.2.3. Program Information;

3.6.2.4. Any other written information supplied by the Owner;

3.6.2.5. Records as to the progress of the Services and Program, including log records of daily tasks, photographic records, quality system documents, and any other records that the Consultant keeps;

3.6.2.6. Any feedback that the Consultant has obtained from any person during or as part of the iterative process undertaken in the course of carrying out the Services;

3.6.2.7. All reports and notices obtained by the Consultant from any PMCs, consultants, and contractors engaged in the implementation of the Program;

3.6.2.8. All records relating to the Fee and other costs that the Consultant has incurred.

3.6.3. Electronic versions of all Documentary Records shall be kept in a format compatible with the Owner's software. The Consultant shall make copies and backups of all Documentary Records produced by or for the Consultant in the framework of the Services to allow for their easy and accurate recovery if required.

3.6.4. The Owner and the Owner's representative shall at any time during the Term of this Agreement and thereafter have the right to inspect and to copy the whole or part of any Documentary Records. The Consultant shall make available immediately upon request the information contained in the Documentary Records. The Consultant shall provide, at no cost to the Owner, a non-exclusive license to use the software necessary to view, print and, where relevant, analyze such Documentary Records. The Consultant shall not be entitled to refuse inspection of any Documentary Records.

3.6.5. The Consultant shall cooperate with the Owner and the Owner's representatives when making an inspection of the Documentary Records. Such cooperation shall include an explanation of all filing and costing systems, the presence of any Consultant's personnel necessary to enable it to carry out the inspection, and the extraction of requested categories of Documentary Records from files upon request. The Consultant shall have no Entitlement, nor shall it make a Claim with respect to complying with this Clause 3.6 *(Documentary Records)*.

3.6.6. The Consultant shall not destroy the Documentary Records without the prior written approval of the Owner.

3.7. Consultant’s Deliverables

3.7.1. The Consultant shall submit all its Deliverables on a suitable scale and standard sheet sizes as agreed upon with the Owner.

3.7.2. The Consultant shall provide the Owner with regular interim reports regarding the progress of the Services and the findings accumulated in the process, following the Owner’s request and as defined in **Appendix 2** *(Scope of Services)* of the Agreement.

3.7.3. All Deliverables prepared by the Consultant and delivered to the Owner shall comply, at a minimum, with the following provisions:

3.7.3.1. Shall be prepared in accordance with the written instructions of the Owner as shall be from time to time, including with regard to format, preferred layout, and content of reports;

3.7.3.2. Shall be written in the English language, except where indicated and agreed upon otherwise by the Parties hereto.

3.7.4. All Deliverables shall be deemed approved only after the written approval of the Owner, which shall be given after the Owner has received satisfactory clarifications and/or explanations and/or after the necessary changes have been made, as provided in Clause 3.2.8 above. No such approval given by the Owner shall in any way relieve or limit the responsibilities, obligations or liabilities of the Consultant to the Owner under this Agreement or the Laws.

3.8. Assignments

3.8.1. The Owner may assign or transfer any part of, or all of, its rights, benefits, or obligations contained within this Agreement to any Authority or other governmental entity duly designated or appointed by the State of Israel without the prior consent of the Consultant. The Consultant shall execute within fourteen (14) Days following the recipient of written notice any request by the Owner to do so and any and all documentation as may be required to facilitate such assignment.

3.8.2. The Consultant shall not assign any one or more of its rights, entitlements, duties, obligations, and responsibilities. Without derogating from the generality of the foregoing, and upon the prior approval of the Owner, the Consultant may assign its right to proceed under this Agreement to a financial institute. It is clarified that such assignee's right to proceed shall be subject to the Owner's rights under this Agreement, including set-off rights.

3.9. Sub-Consulting

3.9.1. Without derogating from the generality of the foregoing, and subject to the provisions of any and all Laws and after gaining for that matter the approval of the Owner, the Consultant may retain Sub-Consultants for assisting the Consultant with the provision of the Services.

3.9.2. The Owner may, at its sole discretion, require that the terms, conditions and provisions of any one or more Subcontract and/or any material change(s) or amendment(s) to any one or more Subcontract be subject to the prior approval of the Owner.

3.9.3. There shall be no privity of contract between the Owner and any one or more Sub-Consultants, or between the Owner and any agents and representatives of Sub-Consultants.

3.9.4. All work, services, tasks, activities, actions and conduct undertaken or implemented by Sub-Consultants and/or by agents and representatives of Sub-Consultants and all risks and liabilities associated therewith or related thereto shall be the direct responsibility of the Consultant as if they were the work, services, tasks, activities, actions, conduct, risks and liabilities of the Consultant.

3.9.5. Each and every Sub-Consultant and each of their agents and representatives shall be considered and deemed to be an agent and representative of the Consultant, engaged and appointed by the Consultant to act for, on behalf of and as representative of the Consultant.

3.9.6. Sub-Consultants and their agents and representatives shall have no right or authority to act for or bind the Owner and shall not attempt to enter into any contract, commitment or other agreement in the name of or on behalf of the Owner, nor attempt to incur any debt or liability whatsoever in the name of or on behalf of the Owner.

3.9.7. The Consultant shall be solely responsible for the remuneration, compensation and consideration, reimbursement and payment of any and all Sub-Consultants.

3.9.8. Should the Consultant retain the services of a Sub-Consultant, the Consultant shall not be relieved from any obligation under the Tender Documents and the Consultant shall be responsible and liable for the acts, omissions, conduct, representations, breaches and defaults of any and all Sub-Consultants and of their agents and representatives as if they were the acts, omissions, conduct, representations, breaches and defaults of the Consultant. The Consultant shall not have any Claim that such Services were provided by Sub-Consultants.

3.9.9. Sub-Consultants and their agents and representatives shall not act or present themselves nor attempt or purport to act or present themselves other than in accordance and compliance with this Agreement or as otherwise authorized or permitted by the Owner.

3.9.10. If the Owner approves an engagement between the Consultant and a Sub-Consultant, the Consultant shall be required to sign a service agreement(s) ("**Consultant's Service Agreement(s)**") with such Sub-Consultant and, upon the Owner's request, provide it with a copy thereof. Without derogating from the Owner's rights pursuant to this Agreement (including pursuant to the provisions of Section 3.9.2 above), Consultant's Service Agreements shall include, at least, provisions giving effect to the provisions of Sections 10 *(Confidentiality)*, 9 *(Intellectual Property)*, 12 *(No Conflicts of Interests)*, and 14 *(No Lien, No Set-Off)* below. In addition, the Owner, at its sole discretion, reserves the right to require any number of additional provisions and or principles within the relevant Consultant's Service Agreement(s).

3.9.11. The Consultant shall terminate forthwith any engagement it made with a Sub-Consultant in case he was requested to do so by the Owner acting under its sole discretion.

3.10. Access to the Program's sites

3.10.1. The Consultant's personnel should coordinate with the relevant contractor on the Program's worksites regarding site entry and access.

3.10.2. Entry into worksites where construction, demolition, or installations occur shall be at the sole risk of the Consultant and its personnel, recognizing that such worksites may have inherent dangers.

3.11. Owner's Property

Anything supplied by or paid for by the Owner for the use of the Consultant, including the Documentary Records, shall be the property of and owned by the Owner and, where practicable, shall be so marked.

3.12. Consultant Personnel

3.12.1. General

3.12.1.1. The Consultant shall ensure that, throughout the Term of the Agreement, it engages sufficient duly qualified, highly skilled, experienced, and professional personnel for the provision and performance of the Services (the "**Consultant Personnel**"). To the extent such engagement requires registration and/or licensing under any Law(s), the Consultant shall only engage individuals duly registered and holding the requisite permits and/or licenses (all as applicable).

3.12.1.2. **Code of Ethics.** All Consultant Personnel (including Sub-Consultant(s) (if approved by the Owner) engaged in the provision and performance of the Services shall, while providing and performing the Services, be familiar with and comply with NTA's Code of Ethics, as may be amended from time to time. The current version of the NTA's Code of Ethics is available on the Owner's website.

3.12.1.3. All Consultant Personnel required to communicate with the Owner in connection with this Agreement and/or the Program shall be proficient in English.

3.12.1.4. The Consultant is responsible for selecting an adequate number of Audit Teams and Team Leaders who possess the qualifications necessary to perform the Services in accordance with the annual working plan provided by the

Owner each year. The annual working plan serves as an indication of the expected Services that the Consultant will perform. The actual number, type, and scale of audits will be determined based on the current activity and close to the actual dates. Additionally, the final Audit Team member(s) and Team Leader(s) requirements will be provided to the Consultant by the Owner as part of the Audit Plan in accordance with the provisions of Section 5.2.2 *(Audit Plan)* of **Appendix 2** *(Scope of Services)*.

3.12.1.5. Without derogating from any provisions of the Agreement, if at any time during the Term of the Agreement, the Services are not being rendered in accordance with the Agreement, including with respect to quality, availability, or efficiency, the Owner shall be entitled to require the Consultant to engage additional manpower and/or change the level of engagement or level of availability of certain functionaries or positions holders, and the Consultant shall do so immediately. Any and all such changes, including any engagement or deployment of additional manpower, shall be in accordance with all applicable provisions of this Agreement.

3.12.1.6. Without derogating from the provisions of **Appendix 3** *(Remuneration and Payment)* of this Agreement, if the Consultant and/or anyone else on its behalf was requested by the Owner to arrive in Israel, the Consultant shall be solely responsible for the visas and work permits as required by the Israeli Law. If the Consultant fails to secure the visas and/or work permits mentioned above, the Consultant will be obliged to replace the relevant personnel who did not obtain the visa or the required permit or license.

3.12.1.7. **The Owner's Request to Remove or Replace.** Without derogating from any of the foregoing, the Owner may require the Consultant to remove or replace any person engaged in the provision or performance of the Services, in which event the Consultant shall forthwith arrange that such person has no further involvement in or connection with the Services or this Agreement. Any replacement person shall be subject to and comply with all applicable provisions of this Agreement.

3.12.1.8. The Consultant acknowledges that the supply by the Consultant of its professional and experienced personnel is a fundamental term of this Agreement, and the supply and availability of the Consultant Personnel is a fundamental reason why the Owner appointed the Consultant to provide the Services.

3.12.1.9. The Owner may, for any reason whatsoever, with respect to any Core Team member(s) and/or Rolling Stock Production Factory Auditor (if required to be nominated by the Owner) and/or Additional Core Team Member(s) (if required to be nominated by the Owner), to instruct the Consultant as follow: (i) if not required to be present in Israel / the state of the Rolling Stock Factory (as the case may be) to be available "on call" at reasonable business hours (ii) if not required or needed to continue providing the Services, the number of the Consultant's personnel can be reduced by dismissing any members who are no longer required. If the Owner wishes to exercise any of the decisions mentioned above, it shall notify the Consultant of its intention within a reasonable time in advance and, in any case, not less than sixty (60) Days in advance of its decision. If any decision(s) under this clause were issued to the Consultant as aforesaid, the payment under **Appendix 3** *(Remuneration and Payment)* of the Agreement shall be adjusted accordingly.

3.12.2. Approval Procedure

3.12.2.1. The Consultant warrants, represents, and undertakes that, where under this Agreement, the identity of personnel is required to be approved by the Owner, then throughout the Term of the Agreement, the applicable Services shall be provided and performed by the individual so approved by the Owner, or by any replacement individual approved by the Owner under Clause 3.12.3 *(Replacements of Approved Consultant Personnel)* below.

3.12.2.2. The identity of each of the following Consultant Personnel shall be approved by the Owner prior to the commencement of any involvement in the provision or performance of the Services: (i) each member of the PAO Audit Team and the applicable Audit Leader, (ii) each member of the TAT and the applicable Audit Leader, (iii)

Rolling Stock Production Factory Auditor(s), and (iv) any Additional Core Team Member(s).

3.12.2.3. The Consultant shall submit to the Owner at least seven (7) Days prior to the scheduled commencement of the applicable individual's involvement in the provision or performance of the Services in accordance with the annual working plan a request to approve the applicable member(s). such request shall include a detailed description of the identity, credentials, and other relevant information of and concerning the applicable individual, as well as all other relevant information, data, and documents as may be requested by the Owner at its sole discretion. The Owner may, at its sole discretion, require that the applicable individual be interviewed prior to it reaching a decision and, as part of its consideration, whether to approve the applicable individual.

3.12.2.4. Without derogating any of the Owner's rights and discretions under this Agreement or the Law, the following (but not limited to the following) should not be considered as unreasonable grounds for objection or refusal to approve the nomination of proposed personnel by the Consultant: security or national security concerns mandated by any Authority. It is important to note that in such cases: (i) the Consultant will appoint and seek the Owner's approval for alternative personnel to perform the required Services, and (ii) the Consultant will not be entitled to any remedy, relief, recourse, or compensation resulting from or in connection with such substitution.

3.12.3. <u>Replacements of Approved Consultant Personnel</u>

3.12.3.1. The Consultant shall not replace any approved personnel unless it has provided the Owner with a request supported by all relevant information, data, and documents as may be requested by the Owner at its sole discretion (each, a "Replacement Request") and the Owner has approved the applicable Replacement Request, all in accordance with the provisions of this Agreement. Without derogating from the generality of the foregoing, in any event, the Consultant shall not replace: (i) either the PAO Manager or the TAT Manager within the first three (3) years following the Effective Date; and (ii) the Deputy TAT Manager and the

Deputy PAO Manager, for the first eighteen (18) months following the Effective Date~~.~~; provided, however, that the Owner may, at its sole discretion, waive the foregoing limitations if it determines that the circumstances giving rise to the need for replacement are beyond the reasonable control of the Consultant, including, without limitation, cases of severe illness, death, or other comparable and justifying circumstances.

3.12.3.2. It shall be noted that concerning any of the Core Team members, the Consultant may submit a Replacement Request only upon the occurrence of special, justified circumstances, to be determined at the sole discretion of the Owner. Any replacement member of the Core Team shall have at least equivalent experience, expertise, knowledge, and ability as the member of the Core Team to be replaced.

3.12.3.3. A Replacement Request shall include a description of the requested replacement, including a detailed description of the identity, credentials, and other relevant information of and concerning the person proposed to be included as part of the Consultant Personnel. Without derogating from any other provisions of the Agreement, the Owner may, at its sole discretion, require that the applicable individual be interviewed prior to it reaching a decision and as part of its consideration of whether to approve the applicable individual.

3.12.3.4. The Owner's approval of a Replacement Request shall not be considered or deemed as an approval of or consent to any increase in the renumeration, consideration, or compensation payable to the Consultant pursuant to this Agreement, nor as entitling the Consultant to any other, further or additional remuneration, consideration, compensation, reimbursement or payment.

3.12.3.5. Notwithstanding the foregoing, in no event shall any member of the Consultant Personnel be replaced unless and until: (i) the approved replacement member has been fully and properly informed of the particulars of the Program and Services; (ii) the approved replacement member has been fully and properly informed of the role that he/she is required to fulfill and duties that he/she is required to perform; (iii) the approved replacement member has been fully and properly trained, educated and equipped to fulfill such role and to perform such duties; and (iv) all applicable knowledge and understanding of the Program and relevant Services, role and duties have been transferred from the leaving member to the approved replacement member. The Consultant shall bear all financial expenses related to training the approved replacement member during the changeover period (including the duties and obligations under this Clause). In any case, the Owner shall pay the Retainer fee solely for one (1) Core Team Member. The Owner shall not pay any additional remuneration, consideration, compensation, reimbursement, or payment other than as expressly permitted in this Agreement.

3.12.3.6. In the event of any replacement of personnel providing or performing Services, the handover of the applicable role and duties to the replacement personnel shall be performed expediently so as not to delay or otherwise jeopardize the orderly and proper provision and performance of the Services, the Program, and/or any timelines, submission deadlines or completion deadlines outlined in the Tender Documents and/or this Agreement.

3.12.3.7. The Consultant shall notify the Owner immediately upon it becoming aware of any actual, potential, or contemplated change in the identity of any of its personnel, including where the applicable member has ceased or intends to cease providing or performing, whether fully or in part and whether temporarily or permanently, his/her duties in connection with the Services.

3.12.3.8. The replacement of any member of the Consultant Personnel shall not limit or derogate from the Consultant's responsibilities and obligations under this Agreement.

3.12.3.9. Without derogating from the generality of the foregoing, any change to the identity of the TAT Manager or the PAO Manager shall be subject to a minimum period of a two (2)-month changeover period, and accordingly, the provisions of Clauses 3.12.3.5 to 3.12.3.6 shall apply *mutatis mutandis* with respect to such replacement.

3.12.4. <u>The Consultant Core Team</u>

3.12.4.1. The management team, on behalf of the Consultant, shall include the following personnel: the TAT Manager, the PAO Manager, the Deputy TAT Manager, and the Deputy PAO Manager as approved by the Owner. Such personnel shall be occupied solely for the Program and shall be responsible for the performance of the applicable Services.

3.12.4.2. The Core Team members shall be located in the State of Israel. Unless expressly provided otherwise by the Owner, the TAT Manager, and the PAO Manager shall be relocated to Israel no later than three (3) months following the Effective Date, while the Deputy TAT Manager and the Deputy PAO Manager shall be relocated to Israel no later than five (5) months following the Effective Date.

3.12.4.3. Upon the occurrence of exceptional, justified circumstances, the Owner may approve the performance of the Services from outside of Israel for a specific period as determined by the Owner. It shall be noted that while abroad, the applicable Core Team Member shall be available for the Owner during reasonable business hours on an "on call" basis. If approved, and for the period during which the Services were provided by the relevant Core Team members while abroad, the Owner may deduct or set off reasonable living expenses from the Retainer payment entailed with the relocation.

3.12.4.4. The Consultant shall bear all costs and expenses in connection with the recruitment and engagement of the personnel necessary and required for the provision and performance of the Services and the execution of the Agreement, including concerning salaries, wages, flights, transportation, visits to the State of Israel, temporary presence in the State of Israel, relocation to the State of Israel, accommodation, housing, subsistence, visas, working permits, taxes, social insurance and benefits and all other amounts payable under applicable laws (including applicable Law). Without derogating from the foregoing, the Consultant shall, as required by applicable laws (including applicable Law), withhold and deduct at source any statutory tax and other compulsory payments from any payments made by the Consultant in connection with the

Services, including (if applicable) concerning members of the Consultant's Staff.

3.12.4.5. Without derogating from the provisions outlined in Clauses 3.12.4.1 to 3.12.4.4 above, the TAT Manager and/or the PAO Manager and/or the Deputy TAT Manager and/or the Deputy PAO Manager may be required, at NTA's discretion, to travel to Israel for a transition period with the Current Service Provider. The exact dates will be provided by representatives of the NTA to the Successful Bidder. Bidders should be aware that (i) this requirement may arise before the timeline outlined in Clause 3.12.4.2 of the Services Agreement for their relocation to Israel, and (ii) the Successful Bidder shall be entitled to payment solely as specified in Section 2 *(Retainer, Audits & Additional Services)* of **Appendix 3** *(Remuneration and Payment)* of the Services Agreement. Such payment shall be relative to and determined in accordance with the duration of the transition period thereof. The Successful Bidder shall bear sole responsibility for all costs associated with the transition period and shall not be entitled to any additional payment or reimbursement except as explicitly stated in this Clause.

3.12.5. <u>Rolling Stock Production Factory Auditor(s)</u>

3.12.5.1. The Owner may, at its sole discretion, instruct the Consultant to appoint a Rolling Stock Production Factory Auditor(s). Nothing contained in this Agreement shall limit or derogate from the Owner's right to do so, and the Consultant shall have no right or Entitlement whatsoever to contest, dispute, or object to the Owner's decision to do so.

3.12.5.2. The proposed Rolling Stock Production Factory Auditor(s) shall comply with the professional requirements as stipulated in Section 6.6 of **Appendix 2** *(Scope of Services)* to the Agreement.

3.12.5.3. The Rolling Stock Production Factory Auditor(s) shall relocate to the state of the Rolling Stock Factory for the entire period of manufacturing or any part thereof within six (6) weeks from the issuance of the Owner's instruction.

3.12.5.4. If the Owner instructs the Consultant to appoint a Rolling Stock Production Factory Auditor(s), the Consultant shall be entitled to compensation in accordance (and only in accordance) with Sections 2.1 to 0 of **Appendix 3** *(Remuneration and Payment)* of the Agreement, according to the applicable rate. It shall be noted that remuneration, in accordance with the provisions of this Clause, comprises the full and sole remedy payable to the Consultant for the appointment of the Rolling Stock Production Factory Auditor(s).

3.12.6. <u>Additional Core Team Member(s)</u>

3.12.6.1. At its sole discretion, the Owner may instruct the Consultant to appoint an additional core team member(s), who may be foreign or local personnel (the "**Additional Core Team Member(s)**," and the "**Additional Member Appointment Notification**", respectively). The Additional Member Appointment Notification shall include (at least) the following information: the Additional Core Team Member(s) relevant experience and professional expertise, and the Owner's best and most up-to-date non-binding estimation of the required period of employment. The Owner may, at its sole discretion, shorten the above-mentioned period and shall notify the Consultant of its intention by a notice delivered to the Consultant at least thirty (30) Days prior to the specified termination date.

3.12.6.2. It shall be noted that nothing contained in this Agreement shall limit or derogate from the Owner's right to do so, and the Consultant shall have no right or Entitlement whatsoever to contest, dispute, or object to the Owner's decision to do so.

3.12.6.3. Upon approval by the Owner, the additional Core Team Member shall be available to commence employment within no more than six (6) weeks from the date of such approval.

3.12.6.4. If the Owner instructs the Consultant to appoint Additional Core Team Member(s), the Consultant shall be entitled to compensation in accordance (and only in accordance) with Sections 2.1 to 2.4 of **Appendix 3** *(Remuneration and Payment)* of the Agreement, according to the applicable rate.

3.12.6.5. It shall be noted that remuneration, in accordance with the provisions of this Clause, comprises the full and sole remedy payable to the Consultant for the appointment of Additional Core Team Member(s).

4. Term of the Agreement, Liquidated Damages, Suspension and Termination

4.1. Term of the Agreement

4.1.1. Provided that all applicable conditions set forth in the Invitation to Bid have been met and fulfilled following the provisions thereof, the Agreement shall commence on and be effective, valid, enforceable, and binding for a period of seven (7) years as from the Effective Date (the "Initial Term").

4.1.2. The Owner is entitled, at its sole discretion, to extend the Initial Term for three (3) additional periods of up to one (1) year (each "Additional Terms"). The Owner shall notify the Consultant, within a reasonable time in advance and in any case not less than one hundred and twenty (120) Days before the end of the Initial Term or the end of Additional Term(s) (as the case may be) by providing the Consultant with a written extension notice. If the Owner will give no extension notice, this Agreement will terminate by the end of the Initial Term or by the end of each of the Additional Term(s) (as the case may be).

4.1.3. All the terms and provisions of this Agreement shall apply *mutatis mutandis* to each Additional Term(s), and the Consultant shall, *mutatis mutandis*, comply with the terms and provisions of this Agreement concerning every Additional Term.

4.1.4. Unless stated otherwise in writing by the Owner, Services performed prior to the Effective Date of this Agreement, if any, shall be deemed to be performed under the terms of this Agreement.

4.2. Commencement and Completion

4.2.1. The Consultant shall commence the Services as of the Effective Date, proceed, and complete them in accordance with the Time Schedule requirements of **Appendix 4** *(Time Schedule)* of the Agreement.

4.2.2. Notwithstanding the provisions of Clause 4.2.1 above, the Time Schedule requirements may be amended as determined from time to time at the discretion of the Owner if, in the Owner's opinion, such amendment or modification is necessary for the proper progress and/or coordination of the Program.

4.3. Liquidated Damages

4.3.1. General

4.3.1.1. The Owner shall have the right to levy against and recover from the Consultant any and all of the liquidated damages, compensation, deductions, and payment adjustments set forth in Clauses 4.3.2 to 4.3.3 below ("**Liquidated Damages**" or "**LDs**").

4.3.1.2. In no event or circumstance shall the Consultant be entitled to claim or demand that it be absolved, excused, or released from liability for payment of applicable Liquidated Damages.

4.3.1.3. The payment of Liquidated Damages with respect to a specific provision or event does not and shall not limit or derogate from the Owner's rights to levy and recover Liquidated Damages with respect to another or a different provision or event.

4.3.1.4. The payment of Liquidated Damages does not and shall not: (i) limit or derogate from any other relief or remedy available to the Owner under or pursuant to the Agreement or Law; (ii) be deemed or construed as the Owner's approval or consent for any delay in the provision or performance of the Services or in the execution of the Agreement; or (iii) release or relieve the Consultant from any of its responsibilities, obligations and liabilities pursuant to this Agreement.

4.3.1.5. The Parties acknowledge and confirm that the amounts of Liquidated Damages are reasonable and have been determined after due consideration of the damages, losses and costs the Parties anticipated on the Effective Date that the Owner (acting on behalf of the State of Israel) is likely to incur as a result of the applicable delays and, therefore, the Liquidated Damages shall not be regarded as a penalty and shall not be conditioned on the Owner having to present evidence of any actual or anticipated damages, losses and/or costs.

4.3.1.6. The Owner may set off, at its sole discretion, any amount of Liquidated Damages payable to it as aforementioned, from any amount payable to the Consultant (either from any Fee payable to the Consultant and/or from the

Retention Moneys under Clause 5.3 *(Retention Moneys)* below, at the Owner's discretion).

4.3.2. Liquidated Damages Concerning the Consultant Staff

Description of Event	Amount of LDs	Grace Period
Replacement of any member of the Core Team without the Owner's prior approval in accordance with the Agreement.	One hundred and fifty thousand NIS (NIS 150,000) for each event.	
Failure to appoint/position any Core Team Members in Israel and/or abroad and/or Rolling Stock Production Factory Auditor by the period stipulated Cluses 3.12.4 *(The Consultant Core Team)* 3.12.5 *(Rolling Stock Production Factory Auditor)* above.	Six hundred and sixty US Dollar (USD 660) per Day (or any part thereof) for each personnel.	For the first aggregate of seven (7) days of all such delays, no deductions will be made.
(i) the applicable Team Leader and/or team member is not appointed by the Consultant in accordance with the Agreement or within fourteen (14) Days following the Owner's notice (as the case may be), or (ii) the applicable Team Leader and/or team member is not involved in the required Services for any period of time during the Term of the Agreement, or (iii) the applicable Team Leader and/or team member does not provide or perform the Services in accordance and compliance with his/her duties.	Zero-point two percent (0.2%) of the total Fee payable for the applicable Services to be performed by such Team Leader and/or team member(s) for each calendar day of the applicable event.	For the first aggregate of seven (7) Days of all such delays, no deductions will be made.

4.3.3. Liquidated Damages Concerning Delays in Deliverables Submission

Description of Event	Amount of LDs	Grace Period
Failure to (i) submit to the Owner, by the due date stipulated in the Agreement, any Deliverables or any plan, report, or document under the Agreement, or (ii) complete any of the relevant Services	Zero-point five percent (0.5%) of the total Fee payable for the applicable Services to be performed per Day	For the first aggregate of seven (7) Days of all such delays, no deductions will be made.

Description of Event	Amount of LDs	Grace Period
related to such Deliverables by the due date stipulated under the Agreement.	concerning a submittal that is late/related to a Service that was not completed.	

4.3.4. Liquidated Damages – Maximum Yearly Amount

4.3.4.1. The maximum aggregate amount that shall be payable by the Consultant per calendar year in respect of Liquidated Damages shall not exceed an amount equal to fifteen percent (15%) of the aggregate of all amounts payable to the Consultant under this Agreement in respect of the applicable calendar year, prorated (the "Maximum Yearly Amount"); and

4.3.4.2. If in respect of any calendar year, the aggregate of all Liquidated Damages payable by the Consultant exceeds the Maximum Yearly Amount, the excess amount shall be carried forward and be payable by the Consultant in the following calendar year, subject to the Maximum Yearly Amount applicable to the subsequent calendar year and subject always to Clauses 4.3.4.3 to 4.3.4.4 below; and

4.3.4.3. Any such excess amounts shall bear Accountant General's Interest Rate for Delay, calculated from the due date of payment until the date of final payment; and

4.3.4.4. Notwithstanding the foregoing, the Consultant may, by notice to the Owner, elect to pay, in the applicable calendar year, all applicable Liquidated Damages and not carry forward to the following calendar year the amount (if any) that exceeds the Maximum Yearly Amount; and

4.3.4.5. Nothing in Clause 4.3.4 *(Liquidated Damages – Maximum Yearly Amount)* shall amount to or constitute or be considered or deemed to be a waiver by the Owner of its right to levy against and recover from the Consultant the full and total amount of any Liquidated Damages and other amounts to which the Owner is entitled under Clause 4.3 *(Liquidated Damages)*.

4.3.5. Without derogating from Clause 4.3.4 *(Liquidated Damages – Maximum Yearly Amount)* above, the total accumulated amount of Liquidated Damages during the entire Term of this Agreement (including the Additional Terms, if applicable) shall be limited to ten percent (10%) of the total Fee payable to the Consultant during the entire Term of this Agreement.

4.3.6. At its sole discretion, the Owner may waive any Liquidated Damages for specified reasons.

4.3.7. The Owner may be entitled to aggregate Liquidated Damages according to this Clause, including due to different breaches relating to a specific Service or event, and the Consultant shall be precluded from arguing that such circumstances constitute double compensation.

4.4. Suspension of Services by the Owner

4.4.1. If the Consultant fails to comply with any instruction or is otherwise in material breach or default of its obligations or responsibilities under or under the Agreement and/or the Law, the Owner may suspend the Services or any part or aspect thereof by delivering to the Consultant notice to that effect.

4.4.2. Upon receipt of such notice, the Consultant Shall Immediately comply, take all necessary measures, and make all arrangements for the temporary cessation of Services and the mitigation of all related costs and expenses.

4.4.3. The Owner, within the suspension notice, shall instruct the Consultant on whether the Core Team members (or any of them) shall stay in Israel or may be allowed to leave and whether the Rolling Stock Production Factory Auditor (if appointed) shall remain at the Rolling Stock Production Factory's location.

4.4.4. During the suspension period, the Owner may, at its sole discretion, provide the Consultant with additional instructions, including those related to delivering specific Services/tasks/documents or any part thereof. In such cases, the Consultant will be entitled to payment as determined by the Owner for the work delivered/executed in accordance with the applicable provisions of **Appendix 3** *(Remuneration and Payment)* of the Agreement. For the avoidance of doubt, the payment shall be final, and no additional costs or expenses will be compensated to the Consultant for Services rendered during the suspension period.

4.4.5. The Owner shall be entitled to instruct the Consultant as aforementioned any number of times during the suspension period.

4.4.6. The suspension will end immediately once the Owner notifies the Consultant. In that case, the Consultant agrees to resume the Services within fourteen (14) Days of receiving the notice.

4.5. Suspension of Services by the Consultant

4.5.1. The Consultant shall have no right or Entitlement whatsoever to and may not suspend the Services or any part or aspect thereof.

4.5.2. Any such act or conduct, any purported suspension, and any attempted suspension by the Consultant shall be null and void and constitute a material breach of this Agreement, entitling the Owner to terminate the Agreement under Clause 4.6.1 *(Termination by the Owner)* below.

4.6. Termination

4.6.1. Termination by the Owner

4.6.1.1. The Owner shall be entitled to terminate this Services Agreement, at any time and for any reason at its sole discretion, by giving notice of such termination to the Consultant. The termination shall take effect forty-five (45) days after the date in which the Consultant receives such notice. In such event the Consultant shall not be entitled to any compensation from the Owner. Notwithstanding the above, the Owner shall pay the Consultant for all outstanding Services performed by the Consultant, if any, at the time the termination takes effect.

4.6.1.1.1. The Owner may terminate this Agreement, subject to fourteen (14) days' notice, in any of the following events ("Owner's Notice of Termination"):

4.6.1.1.2. The Consultant fails to comply with any of the Consultant's Undertakings or the Owner's notice in connection with the provision of the Services, and such non-compliance has not been remedied by the Consultant to the Owner's satisfaction within fourteen (14) Days following the Owner's first written notice regarding the non-compliance by the Owner;

4.6.1.1.3. The Consultant becomes bankrupt or seeks relief or reorganization under any bankruptcy or any similar law that applies to it by its law of jurisdiction or by the applicable Laws;

4.6.1.1.4. The Consultant engages in any conduct which the Owner considers to be prejudicial to the provision of the Services or to the Program;

4.6.1.1.5. Any of the Consultant's representations and warranties to the Owner under this Agreement, including all representations and undertakings within the Consultant's Bid, turn out to be false, incorrect or misleading;

4.6.1.1.6. The Services (or any part thereof) are not being supplied under Clause 3.6 *(Documentary Records)* and/or 3.7 *(Consultant's Reports)* above;

4.6.1.1.7. The Consultant gives or receives a bribe or any other benefit or solicitation with regard to this Agreement or the Services, other than the Fee according to this Agreement;

4.6.1.1.8. The Consultant is found to be in conflict of interests with regard to this Agreement or the Services;

4.6.1.1.9. The Consultant breached or is in breach or default (including any anticipatory breach or default under Law) of any material term, condition, provision, undertaking, representation, or warranty made or contained in the Agreement;

4.6.1.1.10. The Consultant suspends or abandons the Services, or ceases to Services or for reasons other than those permitted under this Agreement, or otherwise repudiates this Agreement;

4.6.1.1.11. An event or circumstance under any other provision of this Agreement entitles the Owner to terminate this Agreement.

4.6.1.1.12. The above shall not prejudice the ability of the Owner to terminate a certain task under its sole discretion.

4.6.1.2. Termination Procedure

4.6.1.2.1. Prior to exercising its right mentioned above to issue an Owner’s Notice of Termination, the Owner shall issue a notice to the Consultant specifying the Consultant's event of default and demanding that the Consultant remedies such default within the period specified therein, which shall be no less than thirty (30) Days following receipt of such notice (the **"Owner's Initial Notice"** and the **“Owner's Cure Period”**, respectively).

4.6.1.2.2. If the event of default is not remedied by the expiration of the Owner's Cure Period, the Owner may deliver to the Consultant a written Owner’s Notice of Termination, which shall be effective fourteen (14) Days after delivery thereof.

4.6.1.3. Compensation and Remedies

Without derogating from Clause 4.6.3.5 below, if the Owner delivers the Owner’s Notice of Termination, the Owner shall pay the Consultant for all outstanding Services performed by the Consultant, if any, at the time the termination takes effect.

4.6.2. <u>Termination by the Consultant</u>

4.6.2.1. Grounds for Termination

The Consultant may terminate this Agreement by issuing a notice to that effect (**“Consultant’s Notice of Termination”**) under Clause 4.6.2 *(Termination by the Consultant)* upon the occurrence of the following event:

Failure to Pay. The Owner fails to make payment(s) due and owing to the Consultant under this Agreement within one hundred and eighty (180) Days after receipt by the Owner of notice from the Consultant stating that such payment(s) is/are overdue, but on condition and provided that:

4.6.2.1.1. Such payment(s) has/have been approved by the Owner under the applicable provisions of the Agreement and is/are not the subject matter of any dispute or disagreement between the Parties; and

4.6.2.1.2. The Consultant shall not issue such notice before the due dates under **Appendix 3** *(Remuneration and Payment)* of the Agreement; and

4.6.2.1.3. Such payment(s) equal to an amount exceeding four hundred thousand US Dollar (USD 400,000) (not including VAT, interest, and linkage differentials) in each calendar year.

4.6.2.2. Termination Procedure

4.6.2.2.1. Prior to exercising its right mentioned above to issue a Consultant's Notice of Termination, the Consultant shall issue a written notice to the Owner specifying the Owner's failure to pay under Clause 4.6.2.1 above and demanding that the Owner remedies such default within the period specified therein, which shall be no less than thirty (30) Days following receipt of such notice ("**Consultant's Initial Notice**" and "**Consultant's Cure Period**", respectively).

4.6.2.2.2. If the default is not remedied by the expiration of the Consultant's Cure Period, the Consultant shall be entitled to deliver a Consultant's Notice of Termination to the Owner, which shall be effective fourteen (14) Days after delivery thereof.

4.6.3. <u>Effect of Termination</u>

4.6.3.1. Within seven (7) Days following the issuance of the Consultant's Notice of Termination (under any of Clauses 4.6.1 *(Termination by the Owner)* or 4.6.2 (*Termination by the Consultant*) above, the Consultant shall:

4.6.3.1.1. Take all reasonable measures (or measures as directed by the Owner) to preserve all Deliverables produced and/or maintained by the Consultant relating to or in connection with the Services and/or the Program.

4.6.3.1.2. Make all necessary arrangements and take all measures required for the proper and orderly cessation and transfer, as the Owner may direct, of the Services and the mitigation of any costs related thereto;

4.6.3.1.3. Return to the Owner any furniture, equipment, or instruments that have been made available to the Consultant;

4.6.3.2. Within thirty (30) Days following the issuance of the Consultant's Notice of Termination, the Consultant shall transfer and hand over to the Owner one (1) hard copy and one (1) digital storage device (for example, USB flash drive (DOK, or other storage devices accessible to and by the Owner) of all Deliverables (whether complete or incomplete) concerning the Program Information as maintained by the Consultant up to the date of termination.

4.6.3.3. In any event of termination, for any reason, the Owner may complete the Services or arrange for any other entities to do so. The Owner and these entities may use any Deliverables and or make use of any Services provided by the Consultant without any limitation and/or payment to the Consultant.

4.6.3.4. Within sixty (60) following the issuance of the Consultant's Notice of Termination, the Consultant shall submit to the Owner a final payment request for any outstanding amounts regarding Services performed by the Consultant until the termination takes effect. Such payment request shall be payable under the provisions of **Appendix 3** *(Remuneration and Payment)* of the Agreement.

4.6.3.5. While concluding the amount of the final payment request, the Owner may deduct or set off any Liquidated Damages and any additional amount of compensation payable by the Consultant to the Owner in respect of liability, subject to the limitation of liability set out in Clause 7.2.1 below..

4.6.3.6. If in the conclusion of the final payment amount, the amounts payable by the Consultant to the Owner, as specified in Clause 4.6.3.5 above, will exceed the certified final payment request, then the Owner shall be entitled to be paid with the balance amount and shall be entitled to collect such amount out of the Performance Security and/or the Retention Moneys. Otherwise, after the deductions outlined in Clause 4.6.3.5 above, the remaining final payment amount shall be paid to the Consultant per the provisions of **Appendix 3** *(Remuneration and Payment)* of the Agreement. Any remaining Retention Money after the conclusion of the final payment will be paid to the Consultant. However, the Owner may suspend any such payment until the completion of any of the Consultant's obligations under this Agreement.

4.6.3.7. The payment that may be payable to the Consultant according to Clause 4.6.3.6 above shall be the full and final payment due to the Consultant in the event of termination under Clause 4.6.1 *(Termination by the Owner)* above. The Consultant shall have no Entitlement and shall not make any Claim as a consequence of the termination of the Agreement by the Owner in accordance with the provisions of Clause 4.6.1 *(Termination by the Owner)* above. Any dispute with respect to payments upon termination of this Agreement shall not entitle the Consultant to suspend any of its obligations under this Agreement.

4.6.3.8. In any event of termination of this Agreement under Clauses 4.6.1 *(Termination by the Owner)* or 4.6.2 *(Termination by the Consultant)* and/or any other Claim against the Owner, the Consultant specifically, unconditionally, and irrevocably waives and relinquishes any right it might have to claim enforcement, or for any injunctions, decrees, writs, caveats or any other procedure which may result in, directly or indirectly, a disturbance to, or the suspension of the implementation of the Services or the Program, and that the sole remedy that may be available to the Consultant shall be limited to monetary compensation.

4.7. Rights and Liabilities of Parties upon Termination

4.7.1. Termination of this Agreement shall not prejudice or affect the Parties' accrued rights or claims and liabilities.

4.7.2. After termination of this Agreement, the provisions of Clauses 7 *(Liabilities)*, 9 *(Intellectual Property)*, and 10 *(Confidentiality)* below shall survive the termination (for whatever reason) of this Agreement.

4.7.3. To the extent permitted by the laws, neither party shall be required to indemnify or be liable to the other Party, whether in contract or otherwise, for loss of anticipated profits, loss of business opportunities, cost of money, loss of use of capital or revenue, or for any consequential loss or damage of any nature, if such Party causes loss or damage to the other Party, except in the case of willful or reckless misconduct, deliberate default, fraudulent misrepresentation, fraud or deceit.

5. Payments

5.1. General

5.1.1. In consideration for and subject to the fulfillment of its obligations and responsibilities under the Agreement, the Consultant shall be entitled to payment from the Owner as outlined in **Appendix 3** *(Remuneration and Payment)* of the Agreement, which shall be linked and adjusted, and be paid in accordance with the applicable terms and conditions of the Appendix mentioned above.

5.1.2. Except as otherwise expressly provided in this Agreement, the Fee to be paid to the Consultant by the Owner is the complete and full compensation payable to the Consultant for the full performance of this Agreement and the provision of the Services and includes all materials and labor furnished by the Consultant or otherwise arising out of the Consultant's provision of the Services.

5.1.3. Neither any approvals or disapprovals nor any payments made by the Owner as aforesaid shall:

5.1.3.1. Relieve or release the Consultant from properly and timeously performing and fulfilling all its obligations and responsibilities under and under the Agreement; or

5.1.3.2. Amount to or constitute or be considered or deemed a waiver of any of the Owner's rights and entitlements under the Agreement (including its rights and entitlements in respect of setoff).

5.1.4. Any amounts and payments under or under this Agreement shall only be payable in US Dollars.

5.2. Payment only payable by the Owner

The Consultant shall not accept and shall cause all relevant Consultant's Personnel (including Sub-Consultant/s if approved by the Owner) not to accept any trade, commissions, discount, allowances, indirect payment or any other fee or consideration in connection with this Agreement, except as payable by the Owner in accordance with this Agreement.

5.3. Retention Money

The Owner Shall withhold from each payment of Fee to the Consultant, Retention Money in the amount specified in **Appendix 3** *(Remuneration and Payment)* of the Agreement, which also includes the repayment terms.

6. Performance Security

6.1. Prior to the Effective Date and as a condition precedent to the commencement of this Agreement, the Consultant shall provide to the Owner a Performance Security in an amount of one million US Dollar (USD 1,000,000.00), in the form attached to this Agreement as **Appendix 8** *(Performance Security)*. The Performance Security shall remain valid and in full force and effect until the day that is sixty (60) Days after the expiry of this Agreement.

6.2. **Reinstatement.** If the Owner forfeits, exercises, or calls up the Performance Security (either in whole or in part) and on each occasion that it does so, the Consultant shall reinstate the Performance Security to the original amount as stated in Clause 6.1 above within seven (7) Days after such occasion.

6.3. The Consultant shall renew and extend the Performance Security each time throughout the Term of this Agreement, for additional minimum twelve (12) month periods, at least thirty (30) Days prior to the date on which it is due to expire or lapse. If the Consultant fails to provide the Owner with any extended Performance Security within fourteen (14) Days prior to its expiration, the Owner may exercise and call up the full amount of the Performance Security and retain for itself the full benefit and proceeds thereof until a satisfactory replacement Performance Security has been furnished. Any such forfeiture shall not relieve the Consultant from providing the Owner with an extended Performance Security, including a replacement Performance Security for the one forfeit. The Owner will hold the amounts received by it following the forfeiture of the Performance Security in substitution for the Performance Security and will regard such amounts in accordance with all provisions relating to Performance Security under this Agreement, *mutatis mutandis*.

6.4. **Issuer of the Performance Security.** The Performance Security shall be issued by:

6.4.1. A major Israeli commercial bank that is licensed to do business in the State of Israel; or

6.4.2. An offshore licensed commercial bank registered and incorporated in a country having diplomatic relations with the State of Israel that has an “A-” (A minus) or equivalent credit rating, with a positive or stable outlook, according to either or both of Standard & Poor's Financial Services LLC and Fitch Ratings Inc., or has a minimal “A3” (A three) or equivalent credit rating, with a positive or stable outlook, according to Moody's Investors Service; or

6.4.3. An Israeli insurance company that is either a licensed Israeli insurance company or is licensed by Lloyds to deal with insurance under the Supervision Over Financial Services (Insurance) Law, 1981, and, in either case, is listed in the "List of Insurers which are Licensed to Act as Providers of Guarantees" published by the Accountant General under Regulation No. 7.5.1.1; or

6.4.4. An offshore licensed insurance company registered and incorporated in a country having diplomatic relations with the State of Israel that has an "A-" (A minus) or equivalent credit rating, with a positive or stable outlook, according to either or both of Standard & Poor's Financial Services LLC and Fitch Ratings Inc., or has a minimal "A3" (A three) or equivalent credit rating, with a positive or stable outlook, according to Moody's Investors Service.

6.5. A Performance Security issued by a bank shall be accompanied by written confirmation by the applicable bank of the due authority of the signatory/ies to sign on behalf of the bank.

6.6. A Performance Security issued by an insurance company shall be issued and signed by the company itself, not by its agent.

6.7. Notwithstanding the foregoing, the identity of the issuer shall be subject to the prior approval of the Owner.

6.8. **Confirmation of Rating.** The Consultant shall provide the Owner with documentary confirmation of the credit rating of the issuer of the Performance Security within seven (7) Days after receiving a request from the Owner to do so. Such a request may be made at any time and any number of times throughout the Agreement term.

6.9. If, at any time during the validity period of the Performance Security, the issuer thereof is downgraded below the credit rating that was, as at the date of issuance of the Performance Security, required according to Clause 6.4 *(Issuer of the Performance Security)* above, or the issuer thereof no longer meets the threshold for recognition in the "List of Insurers which are Licensed to Act as Providers of Guarantees" published by the Accountant General under Regulation No. 7.5.1.1 (as the case may be), then the Consultant shall, within seven (7) Days after it became aware or should have become aware of the applicable event, notify the Owner thereof. The Owner may, following receipt of such notice or if the applicable event is otherwise known to the Owner, require by notice to the Consultant that the Performance Security be replaced, in which case the following shall apply:

6.9.1. The Performance Security shall be replaced by the Consultant;

6.9.2. The Performance Security shall be replaced within fourteen (14) Days after the Consultant receives the notice above to do so;

6.9.3. The replacement Performance Security shall comply with and be subject to all the provisions outlined in Clause 6 *(Performance Security)*; and

6.9.4. The replacement Performance Security shall be issued in the same amount as the replaced Performance Security, shall remain valid and in full force and effect for at least as long as the replaced Performance Security ought to have remained so but for its replacement, and shall be issued on the same terms and conditions as the replaced Performance Security.

6.10. **Confirmation by Local Bank.** If the issuer of the Performance Security (or replacement Performance Security) is registered and incorporated in a country other than the State of Israel, the State may, at any time during the Term of the Agreement, require that the Consultant procures that a bank registered and incorporated in the State of Israel secures and underwrites the Performance Security. The Consultant shall comply with any such requirement within twenty-one (21) Days after the Consultant receives notice from the Owner to do so.

6.11. **Validity.** The Consultant shall take all steps and measures necessary to ensure Performance Security remains valid and in full force and effect for the respective period mentioned in Clause 6.1 above.

6.12. **The Owner's Rights and Prerogatives.** The Performance Security shall be the Owner's security for the due and proper performance, fulfillment, and satisfaction of the Consultant's obligations, responsibilities, and liabilities under this Agreement.

6.13. Where the Owner has a right to recourse or recovery against the Consultant under the Agreement, the Owner may, without prejudice to any and all other rights or entitlements available to it under this Agreement or in Law, forfeit, exercise, or call up the Performance Security in accordance with the terms and conditions thereof.

7. Liabilities

7.1. <u>Liability of the Consultant</u>

7.1.1. The Consultant shall bear full responsibility and liability towards the Owner for the performance of its duties and obligations according to this Agreement and shall provide the Services using the utmost skill, care, and diligence.

7.1.2. If it is necessary for the Consultant to carry out any of the Services or to repeat any of the Services as a result of any error, omission, delay or misjudgment by the Consultant, then the Consultant shall carry out such Services or repeated Services promptly and shall have no Entitlement to and shall not Claim for any additional compensation, an extension of time or additional Fee for such Services or repeated Services. If any error, omission, delay, or misjudgment by the Consultant or any of its employees, causes the Owner to suffer loss, damage, or to incur corrective costs, then such loss, damage or corrective costs shall be paid by the Consultant at the Owner's first written demand, and if the Consultant fails to do so, such loss, damage or corrective costs may be recovered by the Owner as a debt, may be set off against any payment which would otherwise be due to the Consultant (including from the Performance Security and/or from the Retention Moneys), at the Owner's discretion and determination.

7.1.3. The Consultant shall fully indemnify and hold the Owner harmless against and from all claims, damages, losses, and expenses, including all legal fees and expenses, resulting ~~(directly or indirectly)~~ from the provision of the Services by the Consultant or any of its employees, from any breach of this Agreement by the Consultant, from any act or omission of the Consultant or any of its employees or Sub-Consultant/s (if approved by the owner), or from any negligence attributable to the Consultant. In this Clause, "the Owner" shall mean the Owner together with all of its employees, directors, officers, employees or any other person or entity on its behalf.

7.1.4. Without derogating from the generality of the above, if a Claim, legal action, or other proceedings which are related to the Services is submitted or filed against the Owner, then the Consultant shall promptly cause such Claim, legal action or other proceedings to be dismissed or discharged and shall indemnify, defend and hold harmless the Owner against any and all fees (including court, tribunal, expert and attorney's fees), costs and expenses arising out of or in relation to such Claim, legal action or other proceeding

7.2. Limitation of Liability

7.2.1. The maximum amount of damages payable by either Party to the other in respect of any and all liability under or in connection with this Agreement, including the Liquidated Damages under Clause 4.3 *(Liquidated Damages)* above shall not exceed twenty million US dollars (USD 20,000,000.00). This limitation is without prejudice to any Payments specified under Clause 5 *(Payments)* above, Clause 7.3 *(Exceptions)* below, and **Appendix 3** (*Remuneration and Payment*), and excluding all matters that cannot be limited under the Laws.

7.2.2. Intentionally Omitted~~Nothing in Clause 7.2 *(Limitation of Liability)* shall limit the amount claimed or recovered under any insurance policy referred to in this Agreement (including but not limited to the insurance policies set out in Clause 8 *(Insurance)* below~~.

7.3. Exceptions

The limitation of liability under Clause 7.2 (*Limitation of Liability*) above does not apply to Claims arising:

7.3.1. From willful or reckless misconduct, gross negligence, deliberate default, fraudulent misrepresentation, fraud or deceit; or

7.3.2. In respect of personal injury to, or death of any person (including the Consultant's employees) or physical loss or damage to any property of any person arising out of any act or omission of the Consultant or anyone on its behalf, or from a breach of this Agreement.

7.3.3. Otherwise than in connection with the performance of obligations under this Agreement; or

7.3.4. Third-party Claims (including under Clauses 7.1.3 above and 9.29.1 below).

8. Insurance

8.1. The Consultant shall obtain and maintain at least the insurance policies as detailed and described in **Appendix 9** *(Insurance)*, all based on and subject to the provisions of **Appendix 9** *(Insurance),* Clause 8 *(Insurance)*, and as approved by the Owner.

8.2. The insurance policies shall be valid for the periods stated in **Appendix 9** *(Insurance)* or as stated in the Agreement.

8.3. The insurance policies fully compliant with the provisions of **Appendix 9** *(Insurance)* and Clause 8 *(Insurance)* shall be procured by the Consultant and provided to the Owner by no later than the respective deadlines stipulated in Section 10.2 (*Post Award Requirements – Preconditions for the Execution of the Agreement*) of the Invitation to Bid.

9. Intellectual Property

9.1. Throughout the Term of the Agreement and at any and all times following the cancelation, termination or expiry of the Agreement (as the case may be), and subject to any pre-existing intellectual property rights, the ownership of which would be unaffected, all the material and information collected by the

Consultant in the course of its provision of the Services or relation thereto and all Deliverables, Documentary Records, or any other material and information accumulated by the Consultant in the course of performing the Services and providing the Deliverables, in written form, analysis, ideas and any other conclusion or results gathered concerning the Services shall exclusively belong to the Owner and the Consultant or anyone on its behalf shall not have any Claim, intellectual property rights, moral rights or any other rights therein. Concerning Deliverables subject to pre-existing intellectual property rights, the Consultant shall pay any and all royalties, commissions, fees, remuneration, consideration, and compensation due, owing, or payable to any third party for or in respect of the use granted the Owner and cause all relevant Consultant's Personnel (including Sub-Consultant/s if approved by the Owner) to act upon the same.

9.2. The Consultant warrants to the Owner that no Deliverables that it, or anyone on its behalf, prepares and nothing else that he contributes to the Services, or the Program shall in any way infringe any intellectual property rights of any person. The Consultant undertakes to indemnify the Owner in respect of any legal liability, Claim, or related costs, damages, losses, or expenses arising out of or in connection with any such infringement.

9.3. The Owner shall have the right to set off any amount for indemnification, as mentioned in Clause 9.2 above, from the Fee owed to the Consultant according to this Agreement.

10. Confidentiality

10.1. The Consultant undertakes to retain the Confidential Information in strict confidence, not to make any use of such Confidential Information other than as stipulated herein, and not to disclose such Confidential Information to any third party, either directly or indirectly, without the written prior consent of the Owner.

10.2. The Consultant undertakes not to transfer to any third party (including the Owner's other consultants or service providers), either directly or indirectly, any Confidential Information received or generated by it, except through the Owner or according to its instructions.

10.3. The Consultant shall disclose the Confidential Information only to its employees on a need-to-know basis and to the extent that the disclosure is required to allow such employees to perform their respective duties.

10.4. The Consultant undertakes to have all of its employees employed by it (including Sub-Consultant(s) if approved by the Owner) in the provision of the Services and, on its behalf, sign non-disclosure statements regarding the duties of confidentiality set forth herein and, in the form set forth as **Appendix**

10 *(Confidentiality Undertaking)*. The Consultant shall provide the Owner with all signed statements within fourteen (14) Days from the employment of each of its employees and Sub-Consultant(s).

10.5. The Consultant shall use and shall cause all relevant Personnel (including Sub-Consultant(s)) to use, at least, as strict a standard of care in protecting the Confidential Information as it uses to protect its own information of like character, but in any event not less than a reasonable degree of care.

10.6. The Consultant shall use such Confidential Information only for the purpose of this Agreement unless otherwise agreed to by the Owner in writing.

10.7. The Consultant shall promptly return or destroy (at the Owner's choice) all such Confidential Information upon the termination of this Agreement, or at any time, upon request of the Owner and shall cause all its relevant Personnel (including Sub-Consultant(s)) to act upon the same.

10.8. Nothing contained herein shall in any way restrict or impair the Consultant's right to use, disclose or otherwise deal in information which, subject to demonstration by written evidence: (i) at the time of disclosure to the Consultant is in the public domain; (ii) after disclosure to the Consultant becomes part of the public domain other than through an act or omission of the Consultant; (iii) was in the Consultant's possession prior to the time of disclosure to the Consultant; (iv) is rightfully obtained at any time by the Consultant from a third party without restrictions in respect of disclosure or use; or (v) is independently developed (by Personnel having no access to the Confidential Information) by the Consultant without reference to Confidential Information received from the Owner.

10.9. Nothing contained in this Clause shall prevent or prohibit the Consultant from disclosing any Confidential Information, as it may be obligated by Laws or by a lawful requirement of any Authority having jurisdiction over the Consultant, provided however, that the Consultant shall immediately inform, the Owner of any such demand of disclosure, shall provide any reasonable assistance to the Owner in any appeal against such demand, and further provided, that the Consultant shall only disclose the least possible amount of Confidential Information pursuant to such demand.

10.10. The Consultant shall not publish or disclose any details of this Agreement, the Services, or the Program in any way without the prior written consent of the Owner.

11. Anti-Bribery and Anti-Corruption

The Consultant shall, and procure that its Personnel shall –

11.1. Not offer gifts or benefits to any public official, government functionary or third party, nor solicit, promise or accept gifts or benefits for itself or for any public official, government functionary or third party for the purpose of including any favorable permit, approval, authorization, license, consent or decision concerning or in respect of the Services and/or this Agreement; and

11.2. Abide by, comply with and implement any and all applicable foreign and domestic anti-bribery and anti-corruption laws.

11.3. The Consultant’s Personnel shall not have been convicted of Offences in the course of their professional duties and, if they are or were so convicted, they shall be immediately excluded from activities linked to this Agreement and the Project.

12. Conflicts of Interest

12.1. The Consultant hereby declares that there is no, and there will be no, throughout the Term of this Agreement, conflict of interest between any of its other activities or obligations or any of its employees' other activities or obligations, and its obligations and undertakings under this Agreement. The Consultant shall cause all relevant personnel to act upon the same

12.2. The Consultant hereby undertakes to refrain from, and shall cause all relevant personnel to refrain from any action that may involve a conflict of interest between performing their duties under this Agreement and performing any other duty or commitment of the Consultant or anyone on its behalf, including its employees, directly or indirectly, and it hereby undertakes to inform the Owner about any concern for conflict of interest between its obligations or the obligations of its employees under this Agreement and any of their other activities, and it undertakes to act in accordance with the Owner’s instructions to prevent such conflict of interest.

12.3. The Consultant shall not participate in any future bidding procedure (or any similar procedure) published by the Owner or anyone on its behalf in relation to the Project and shall not be nominated, provide any services, or be otherwise engaged in the implementation of the Program (for the avoidance of doubt, the aforementioned will also apply to project management companies and/or control companies and/or inspection companies) without the prior written approval of the Owner.

12.4. The Consultant hereby undertakes to have its employees, who are employed or engaged in the performance of the Services, execute a commitment of no conflict of interest in the form attached as **Appendix 11** *(Non-Conflict Interest Undertaking)* to this Agreement. The Consultant shall provide the Owner with all signed commitment letters within fourteen (14) Days from the employment of each of its employees with regard to the performance of the Services.

12.5. Without derogating from the generality of the above, the Consultant hereby undertakes:

12.5.1. Not to engage or be engaged, nor to provide services of any kind, directly or indirectly, by itself or by anyone on its behalf, to any other consultants, suppliers, and contractors engaged in connection with the Program or anyone on their behalf. For the matter of this Clause, the terms "consultant" and "contractor" shall be deemed to include any affiliated entity, including any entity under the control and any entity exercising control over such respective entities.

12.5.2. Not to employ or engage, with respect to the Services, any employee, consultant, or expert of the Owner who was or still is employed or engaged by the Owner without the Owner's prior written approval.

12.5.3. Not to engage, directly or indirectly, for itself, as a partner or otherwise, with any entity who will participate as a participant, bidder, member, contractor, consultant, or experience/service provider (including project management Companies, control companies, and inspection companies) appointed by the Owner in any of the other present or future tenders or other procurement processes issued by the Owner related to the Program, unless the Owner has given its prior written consent to it, given at its sole discretion.

12.6. Without derogating from the above, the entities listed in **<u>Appendix 12</u>** (*List of Advisors to the Tender Committee*) hereto are currently engaged or have been engaged by the Owner and/or the Tender Committee, either directly or indirectly, and therefore the Consultant is strictly prohibited from employing or engaging any of them for the purpose of this Agreement or the performance of the Services, whether directly or indirectly, without the prior written consent of the Tender Committee which may be conditional upon terms and conditions as may be determined by the Owner at its discretion. The Tender Committee reserves the right to update the list from time to time at its sole discretion.

12.7. In the event of the Tender Committee’s consent to engagement between the Consultant and any Advisor to the Tender Committee, the Consultant shall perform the Services and/or the engagement with the relevant Advisor in accordance with all terms and conditions as may be determined by the Owner at its discretion

12.8. The Consultant further undertakes not to provide any third party, including other consultants of the Owner or anyone acting on their behalf, with any service or information regarding the Services and/or regarding the Program and/or any other service in connection with any other action pertaining directly or indirectly to the Services, whether the service or such information is provided for a reward or not, except for the Services on behalf of the Owner, which expressly apply to it under this Agreement, unless the Owner has given its prior written consent to it, given in its sole discretion.

12.9. The provisions of this Clause 12 *(Conflict of Interest)* will remain in full force and effect during the entire term of this Agreement (including the Additional Terms, to the extent applicable), whereas the provisions of Clauses 12.3, 12.5 and 12.8 will remain in full force and effect for an additional a period of two (2) years following the termination of this Agreement for any reason whatsoever, with respect to each and any part of the Services performed by the Consultant under this Agreement, unless the Owner directed otherwise in writing following the Consultant's prior written request, at the Owner's sole discretion and determination.

12.10. This Clause 12 *(Conflict of Interest)* shall apply, *mutatis mutandis*, with respect to any of the Consultant's Personnel and/or Sub-Consultant(s) and the Consultant undertakes, prior to the engagement of any of its Personnel and/or Sub-Consultant(s), to have each of them execute a commitment of no conflict of interest, in the form attached as **Appendix 11** *(Non-Conflict Interest Undertaking)* to this Agreement. The Consultant shall provide the Owner with all signed commitment letters by its personnel within fourteen (14) Days from the engagement of each of them.

13. Independent Contractor

13.1. In providing the Services under this Agreement, the Consultant shall act as an independent contractor and no employer-employee relations shall be deemed to exist between the Owner and the Consultant or any of the Consultant's employees and Sub-Consultant(s). Any right of the Owner to instruct, direct and/or supervise the Consultant or its employees and Sub-Consultant(s) shall in no way constitute employer-employee relationship.

13.2. The Consultant shall be solely responsible for damages or compensation or any other payment due according to the Laws, to any person employed by it or any of its Sub-Consultant(s).

13.3. Without derogating from the above, it is agreed that in the event an appropriate authority determines, despite the provisions Clauses 13.1 to 13.2 above, that there have been employer-employee relations between the Owner and the Consultant or its employees and/or Sub-Consultant(s), the Fee specified in **Appendix 3** *(Remuneration and Payment)* shall be deemed to include all payments whatsoever required by Law to be paid from employer to employee, such as transportation costs, vacation pay, recuperation pay, severance pay, etc. The Owner shall not withstand the burden of these above-mentioned expenses.

13.4. Furthermore, it is agreed that the Consultant shall reimburse the Owner for any additional expenses, losses, or damages caused as a result of any Claim made against the Owner by any of the Consultant's employees and/or Sub-Consultant(s) with respect to employee-employer relations, including legal fees and expenses incurred by the Owner as a result of such claims.

13.5. The Owner shall notify the Consultant of such a Claim within a reasonable time giving the Consultant the opportunity to defend itself against such a Claim or to take part in negotiations for the purpose of reaching a settlement.

13.6. The Owner shall have the right to set off any amount for expenses as mentioned above from the Fee owed to the Consultant according to this Agreement.

14. No Lien, No Set-Off

14.1. The Consultant (including all of its agents and representatives) shall have no right of lien in or over the Services, the Deliverables, or any part thereof.

14.2. The Consultant expressly waives any set off rights it might have towards the Owner by Israeli Law or otherwise.

14.3. The Owner shall be entitled to set off any amount payable to it pursuant to the terms of this Agreement from any Fee payable by it to the Consultant under this Agreement and by Law

15. Disputes

15.1. The Parties shall act in good faith and cooperate to avoid or minimize any conflict or dispute regarding this Agreement or the Services.

15.2. Should a dispute arise, the Parties shall use reasonable efforts and endeavors to settle it amicably through consultation and negotiation. Each Party shall designate a senior official to negotiate such settlement.

15.3. Unless amicably settled in accordance with Clause 15.2 above, the competent court of Tel Aviv shall have exclusive jurisdiction over any matter relating to the Agreement.

15.4. Notwithstanding the existence of a dispute, the Parties shall continue diligently and without delay performing their obligations and undertakings under this Agreement during the dispute process and shall be subject to all applicable provisions of the Agreement.

16. Miscellaneous

16.1. The rights, powers, and remedies provided under this Agreement are cumulative and are not exclusive of any rights, powers, and remedies provided by Law.

16.2. No waiver of any breach of this Agreement shall constitute a waiver of any other breach, whether of the same or any other covenant, term, or condition. The subsequent performance of any other terms, covenants, or conditions of this Agreement shall not constitute a waiver of any preceding breach regardless of the other Party's knowledge of the prior breach at the time of subsequent performance, nor shall any delay or omissions of either Party's exercise of any right arising from any such default affect or impair the parties' rights as to the same or future default.

16.3. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable under Law, such illegality, invalidity, or unenforceability shall not affect or impair the legality, validity, or enforceability of any other provision of this Agreement. In such case, the Parties shall agree on a valid provision that comes commercially and legally closest to the otherwise illegal, invalid, or unenforceable provision.

16.4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the Parties executing such counterpart, all of which shall constitute the same instrument.

16.5. This Agreement constitutes the entire agreement and understanding between the Parties concerning and in connection with the subject matter of this Agreement and supersedes all and any previous agreements or understandings, and no oral or written understandings, representations, or commitments of any kind, express or implied, which are not expressly stated in this Agreement, have been given or relied upon.

16.6. No addition to, variation, consensual cancellation, or amendment of this Agreement and no waiver of any right or Entitlement arising from this Agreement shall be of any force or effect unless reduced to writing and signed by authorized representatives of both Parties.

16.7. Neither Party shall hold itself out contrary to the provisions of this Agreement. Neither Party shall become liable for the other Party's representations, acts, or omissions contrary to this Agreement's provisions.

16.8. This Agreement is for the sole benefit of the Parties hereto and their permitted assignees, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or because of this Agreement.

16.9. The termination or cancelation of this Agreement shall not affect the provisions of this Agreement that expressly provide that they shall operate after any such termination or cancelation, or which of necessity must continue to have effect after such termination or cancelation.

IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized officers, all as of the day and year first above written.

Authorized signature(s) of Owner:

____

In the presence of:

Name: ____

Signature: ____

Address: ____

Authorized signature(s) of Consultant:

____

In the presence of:

Name: ____

Signature: ____

Address: ____

Appendix 1 – Definitions

All references in this **Appendix 1** *(Definitions)* to clauses or Appendices of the "Agreement" are intended and shall be deemed to be references to clauses and Appendices of the Agreement document to which this **Appendix 1** *(Definitions)* is appended.

1. **Additional Core Team Member(s)** shall have the meaning ascribed thereto in Clause 3.12.6 of the Agreement.

2. **Additional Member Appointment Notification** shall have the meaning ascribed **thereto** in Clause 3.12.6 of the Agreement.

3. **Additional Terms** shall **have** the meaning ascribed thereto in Clause 4.1 (*Term of the Agreement*) of the Agreement.

4. **Agreement and Agreement Documents** shall mean this Services Agreement including (i) all of the Appendices thereto and (ii) the Consultant's Proposal as approved by the Tender Committee, all as **amended** from time to time in accordance with the provisions of the Agreement.

5. **Audit Notification** shall have the meaning ascribed thereto in **Appendix 2** (*Scope of Services*) to the Agreement

6. **Audit Plan** shall have the **meaning** ascribed thereto in **Appendix 2** (*Scope of Services*) to the Agreement

7. **Audit Team Leader** or **Team Leader** shall mean the person nominated by the Consultant to leader a specific task and/or audit in **accordance** with provisions set out in **Appendix 2** *(*Scope *of Services)* of the Agreement

8. **Authority** or **Relevant Authority** shall mean **any** government or governmental, semi-governmental, municipal, administrative, fiscal or judicial body, department, commission, tribunal, agency, or other body, authority or person, statutory or otherwise, within the State of Israel or any court or tribunal, which has jurisdiction over the Program, the Services, any further or other work or services (additional to the Services) performed under or in connection with this Services Agreement or the performance by the Consultant of its obligations under this Services Agreement.

9. **Base CPI-U** means the known CPI-U at the Bid Submission Date.

10. **Claim** shall mean any claim **whatsoever** for an increase in the Fee or any payment of money (including damages):

    10.1. Under, arising out of, or in any way in connection with the Agreement, including any direction or instruction of the Owner;

    10.2. Arising out of, or in any way in connection with, the Services or the performance of the Services; or

10.3. Arising otherwise by Law or by any change in the Law.

11. **Confidential Information** shall mean all information (including oral and visual information and all information recorded in writing or electronically, or in any other medium or by any other method) disclosed to or obtained by the Consultant while performing the Services and without prejudice to the generality of the foregoing definition shall include but not be limited to (i) any information ascertainable by the inspection or analysis of any Deliverables, the Program Information or the Services; (ii) any information relating to the Owner's operations, processes, plans, intentions, product information, know-how, designs, trade secrets, software, market opportunities, business affairs whether before or after the Effective Date; (iii) any information relating to the Owner's or the Program's technical data, advertiser's lists, marketing plans, financial documents or data; and (iv) any other information which is designated as confidential or which, by its nature should be considered as confidential.

12. **Consultant** shall have the meaning ascribed thereto in the preamble of the Agreement.

13. **Consultant Core Team** or **Core Team** shall have the meaning ascribed thereto in Clause 3.12.4 (*The Consultant Core Team*) of the Agreement.

14. **Consultants Cure Period** shall have the meaning ascribed thereto in Clause 4.7.2.2.1 of the Agreement.

15. **Consultant's Initial Notice** shall have the meaning ascribed thereto in Clause 4.7.2.2.1 of the Agreement.

16. **Consultant's Notice of Termination** shall have the meaning ascribed thereto in Clause 4.6.2.1 (*Grounds for Termination*) of the Agreement.

17. **Consultant's Proposal** shall mean the Consultant's bid (including all Bidding Forms) submitted in response to Tender Number no. 143/2025, as approved by the Tender Committee.

18. **Consultant's Service Agreement(s)** shall have the meaning ascribed thereto in Clause 3.93.9 *(Sub-Consulting)* of the Agreement.

19. **Consultant's Undertakings** shall have the meaning ascribed thereto in Clause 3.3 (*Consultant's Undertakings*) of the Agreement.

20. **CPI-U** shall mean the US Consumer Price Index (CPI-U). The US Bureau of Labor Statistics published the general consumer price index on the website https://data.bls.gov/timeseries/CUUR0000SA0 (US Consumer Price Index, Unadjusted indexes, All Items – Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, CUUR0000SA0). If the CPI-U ceases to exist or becomes unavailable, it will be replaced by an Index

that reasonably measures inflation within the US. The CPI-U on any applicable date shall mean the known CPI-U on the morning of such date.

21. **Day** Shall mean a calendar day, including weekends and public holidays, unless otherwise specified as a "Business Day," which refers to (1) Services provided in Israel any day other than Friday, Saturday, and public holidays or (2) Services provided abroad any day other than a Saturday, Sunday, or a public holiday in the Consultant's domicile.

22. **Delayed Payment** shall have the meaning ascribed thereto in **Appendix 3** *(Remuneration and Payment)* of the Agreement.

23. **Deliverables** shall mean any documents, reports, submissions, written determination, or other work(s) identified in **Appendix 2** (*Scope of Services*) to the Agreement, which are needed or required to be provided (including but not limited to the preparation, conception or development thereof) by or on behalf of the Consultant, according to, in the course of, as a result of performing, arising out of and in connection with the Services, as required by the Agreement and as may be required by the Owner from time to time.

24. **Deputy Program Assurance Office** or **Deputy PAO Manager** shall mean the individual identified by the Consultant as a precondition for the execution of the Agreement (or its substitute who shall be nominated in accordance with the terms of the Agreement) as the designated personnel to serve under the PAO Manager and be responsible for the **performance** of the applicable Services.

25. **Deputy Technical Auditing Manager** or **Deputy TAT Manager** shall mean the individual identified by the Consultant as a precondition for the execution of the Agreement (or its substitute who shall be nominated under the terms of the Agreement) as the designated personnel to serve under the TAT Manager and be responsible for the performance of the applicable Services.

26. **Documentary Records** shall have the meaning ascribed thereto in Clause 3.6 *(Documentary Records)* of the Agreement.

27. **Effective Date** shall mean the date on which the Owner and the Consultant have executed this Services Agreement. In the event that the Parties did not sign the Services Agreement on the same date, the Effective Date shall be the latest execution date.

28. **Entitlement** shall mean the right to:

    28.1. Any adjustment to the Time Schedule or any extension of time;

    28.2. Any adjustment to the Fee or any payment to the Consultant by the Owner or

    28.3. Recover any loss, costs, profit, fees, damages, or expense of any kind arising:

        28.3.1. Out of or in connection with the Agreement; or

28.3.2. Out of or in connection with the Services or the performance of the Services.

29. **External Consultant** shall mean any consultant (person or entity) employed by the Consultant and which the Owner instructs the Consultant to use to provide specific Service(s) on behalf of the Consultant.

30. **Fee** shall mean the total fee payable to the Consultant under the Agreement for the proper and duly executed performance and completion of the Services to the satisfaction of the Owner as set out in **Appendix 3** *(Remuneration and Payment)* to the Agreement.

31. **Hourly Fee for Additional Tasks** shall have the meaning ascribed thereto in **Appendix 2** *(Scope of Services)* of the Agreement

32. **Initial Term** shall have the meaning ascribed thereto in Clause 4.1.1 of the Agreement.

33. **Invoice for Payment** shall have the meaning ascribed thereto in **Appendix 3** *(Remuneration and Payment)* of the Agreement.

34. **Law** or **Israeli Law** shall mean all laws, statutes, ordinances, regulations and orders of the State of Israel and any by-laws of any municipal or public authority of the State of Israel, including municipal by-laws, procedures and permits, directives, specifications, standards, safety requirements; decisions of any Ministry of the Government of the State of Israel and all rules, applicable standards and administrative orders in effect in the State of Israel, and all as may be amended, updated or replaced from time to time, whether they are expressly mentioned in the Agreement or not.

35. **Local Entity** shall mean a Local Entity refers to a legally recognized organization or individual whose registration, primary business activities, and financial operations are predominantly based within the State of Israel. This includes entities that are either incorporated or registered under Israeli law, as well as individuals who are citizens or residents of the State of Israel and whose primary business engagements are conducted within the state of Israel. The Local Entity must comply with the relevant Professional Threshold Requirements set forth in the Tender Documents.

36. **Liquidated Damage(s)** or **LDs** shall mean the liquidated damage(s) payable by the Consultant to the Owner in accordance with Clause 4.3 *(Liquidated Damages)* of the Agreement.

37. **Maximum Yearly Amount** shall have the meaning ascribed thereto in Clause 4.3.4 *(Liquidated Damages – Maximum Yearly Amount)* of the Agreement.

38. **Monthly Payment Request** shall have the meaning ascribed thereto in **Appendix 3** *(Remuneration and Payment)* of the Agreement.

39. **Owner** shall mean NTA – Metropolitan Mass Transit System Ltd.

40. **Owner's Key Themes** shall have the meaning ascribed thereto in **Appendix 2** (*Scope of Services*) to the Agreement.

41. **Owner's Notice of Termination** shall have the meaning ascribed thereto in Clause 4.6.1.1.1 of the Agreement.

42. **Owner's Cure Period** shall have the meaning ascribed thereto in Clause 4.6.1.2.1 of the Agreement.

43. **Owner's Initial Notice** shall have the meaning ascribed thereto in in Clause 4.6.1.2.1 of the Agreement.

44. **Party(ies)** shall mean either the Owner or the Consultant, as the context requires, and "third party" means any other person or entity, as the context requires.

45. **PAO** or **Program Assurance Office** shall have the meaning ascribed thereto in **Appendix 2** (*Scope of Services*) to the Agreement.

46. **PAO Manager** shall mean the individual identified by the Consultant during the Tender Selection Stage (or its substitute who shall be nominated in accordance with the terms of the Agreement) as the designated personnel to serve as the PAO Manager and be responsible for the performance of the applicable Services.

47. **Performance Security** shall have the meaning ascribed thereto in Clause 6 *(Performance Security)* of the Agreement.

48. **PMC(s)** shall have the meaning ascribed thereto in **Appendix 2** (*Scope of Services*) to the Agreement.

49. **Preliminary Report** shall have the meaning ascribed thereto in **Appendix 2** (*Scope of Services*) to the Agreement.

50. **Program** shall have the meaning ascribed thereto in **<u>Attachment A</u>** *(Program Overview)* of **Appendix 2** (*Scope of Services*) to the Agreement.

51. **Program Information** shall mean any written data, information, drawings, and documents that the Owner or any other third party through the Owner has provided or may, from time to time, provide to the Consultant for review and/or comments or otherwise to perform the Services.

52. **Project(s)** shall have the meaning ascribed thereto in **<u>Attachment A</u>** *(Program Overview)* of **Appendix 2** (*Scope of Services*) to the Agreement.

53. **Relevant Key Personnel** shall have the meaning ascribed thereto in **Appendix 3** *(Remuneration and Payment)* of the Agreement.

54. **Replacement Request** shall have the meaning ascribed thereto in Clause 3.12.3.1 of the Agreement.

55. **Retention Moneys** shall have the meaning ascribed thereto in Clause 5.3 *(Retention Moneys)*of the Agreement.

56. **Retainer** shall have the meaning ascribed thereto in **Appendix 3** *(Remuneration and Payment)* of the Agreement.

57. **Rolling Stock Production Factory** shall mean the place where the rail vehicles will be manufactured. The location of such a factory depends upon the supplier appointed by the Owner (or the applicable concessionaire concerning concessions agreements) for the design, manufacturing, and supply of such rail vehicles.

58. **Rolling Stock Production Factory Auditor** shall have the meaning ascribed thereto in **Appendix 2** (*Scope of Services*) to the Agreement.

59. **Services** shall mean the services to be executed by the Consultant about the Project in accordance with the services set out in **Appendix 2** *(Scope of Services)* of the Agreement and shall include (but not limited to) the necessary or appropriate production and delivery of the Deliverables.

60. **Sub-consultant(s)** means any person or entity which are not an employee of the Consultant approved in advance by the Owner to be involved in the Services on behalf of the Consultant.

61. **Summary Report** shall have the meaning ascribed thereto in **Appendix 2** (*Scope of Services*) to the Agreement.

62. **TAT** or **Technical Audit Team** shall have the meaning ascribed thereto in **Appendix 2** (*Scope of Services*) to the Agreement.

63. **TAT Manager** or **Technical Auditing Team Manager** shall mean the individual identified by the Consultant during the Tender Selection Stage (or its substitute who shall be nominated under the Agreement) as the designated personnel to serve as the TAT Manager and be responsible for the performance of the applicable Services.

64. **Time Schedule** shall mean the program stipulating the period(s) for the performance of the various Services by the Consultant as set out in **Appendix 4** *(Time Schedule)* of the Agreement.

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Appendix 2 - Scope of Services

1. **General**

1.1. The Owner adopted an extensive rail transit program assurance approach, embracing quality, systems engineering, reliability, availability, maintainability and safety (RAMS), sustainability, human factors, safety, innovation, technical assurance processes, and other good industry practices and processes.

1.2. To assist with this approach, the Owner intends to engage the Consultant to conduct an external independent program and quality assurance role and create and manage a program assurance office ("**PAO**" or "**Program Assurance Office**") on behalf of the Owner throughout the Program's lifecycle. In addition, the Consultant will carry out the role of a technical audit team ("**TAT**" or "**Technical Audit Team**") to ensure that the Program is performed according to agreed requirements duly reviewed and validated by the PMCs and/or Line Manager(s) and/or other Owner's suppliers nominated for each Project.

1.3. Further general information regarding projects leaded by the Owner, are detailed in **Attachment A** *(General Information)* below.

1.4. Minimum Requirements

1.4.1. The Consultant will be required to conduct a range of assurance and technical audits in this Scope of Services to ensure all relevant requirements are met. When needed results are not achieved (for example, by the applicable PMCs and/or Line Managers(s) and/or designers and/or contractors, and/or other Owner's suppliers), the Consultant (as appropriate) shall make corrective action recommendations to ensure service conformity.

1.4.2. It is important to note that the Scope of Services outlined below is not exhaustive and may be subject to amendments, updates, or replacements by the Owner as needed during the term of the Agreement. This flexibility is intended to ensure that the Scope of Services remains aligned with the evolving needs of the Program.

1.4.3. All relevant services required for the full and proper performance of the Services and the Owner's instructions concerning the Program (whether directly or indirectly) are included in the scope of services and will not be considered a variation. Without derogating from the above, all services commonly required and/or performed by the Consultant shall be included within the Scope of Services.

2. **PAO Functions**

2.1. The PAO will work under the direct supervision of the Owner's Quality Director to define the challenges and goals that the PAO must deliver.

2.2. The PAO will be responsible for the execution of the following functions:

2.2.1. Annual Work Plan

2.2.1.1 The PAO shall provide an annual work plan.

2.2.1.2 Such work plan shall include the proposed audits for each project within the Program, subject to the Owner's approval.

2.2.2. Owner's Key Themes

2.2.2.1 The PAO will support the development and/or update of the Owner's Key Themes, as required~~develop a series of key priority themes~~ (for example, safety, security, accessibility, diversity, aesthetics, cross-system integration, the Owner's design standards, innovation, sustainability, etc.) while working with the PMCs and other Owner suppliers (the "Owner's Key Themes").

2.2.2.2 The Owner's Key Themes will be cascaded to every Project and into every contract throughout the Program life cycle.

2.2.2.3 In cases where the base for such Owner's Key Themes already exists, the PAO will be required to develop and/or update the existing Key Theme(s) (as needed).

2.2.3. Framework of Control

Develop, maintain, and periodically review a framework of control and approval. This includes:

2.2.3.1 Review existing strategies and policies, identify gaps and inconsistencies, perform benchmark and feasibility studies, and establish governance.

2.2.3.2 Support the Owner in maintaining program frameworks and processes.

2.2.3.3 Support the Owner to ensure alignment between the Owner and the PMCs procedures.

2.2.3.4 Assure effective policy deployment to Projects and functional management framework.

2.2.3.5 Review PMC's audit reports and challenge as required.

2.2.4. Stage Gates

The PAO shall act as a consultant concerning the Project's approvals and all other aspects of Project governance. This includes:

2.2.4.1 Facilitate Project approvals throughout each Project's lifecycle. As part of the internal approval process, the PAO will provide the Owner with reports on each PMC's performance against the applicable contract(s).

2.2.4.2 Facilitate and manage an efficient and streamlined Project approvals process. This will include supporting and challenging Project approval documents to provide the Owner with the information required to approve delivery at each stage of the delivery process.

2.2.4.3 Develop and control an approvals process guide.

2.2.4.4 Assemble raw materials for the approval process.

2.2.5. Project Assurance

The PAO shall challenge and support the PMCs to assure that Project(s) are developed, delivered, and reported consistently and compliant. This includes:

2.2.5.1 Supporting the Owner in monitoring, challenging, and critically reviewing delivery performance reporting and testing information provided by the PMCs.

2.2.5.2 Challenging Project assumptions, risks, cost, change control interdependencies, innovation management, stakeholder management, and identifying scope, budget, and funding mismatches.

2.2.5.3 Managing 'deep dive' reviews of Projects, where initial observations justify the need for more detailed investigations.

2.2.5.4 Ensuring compliance with the control framework by review and report – proactively checking adherence to process.

2.2.6. Program Assurance

The PAO shall review and report the applicable Program Information to assure that the Program is being developed, delivered, and reported consistently and compliant. This includes:

2.2.6.1 Supporting the Owner in monitoring, challenging, and critically reviewing PMCs delivery and performance reporting, including analyzing the trends and testing information provided.

2.2.6.2 Challenging Program assumption risks, cost, change control, interdependencies, stakeholder management, transformation benefits, and identifying scope, budget, and funding deviations.

2.2.6.3 Ensuring compliance to the framework of control – proactively checking adherence to process.

2.2.6.4 Establish a performance management framework and maintain oversight and progress reporting of Owner commitments.

2.2.6.5 Undertaking strategic planning overview to assure that activities and interdependencies are clearly identified and their tasks adequately resourced.

2.2.6.6 Assuring the effectiveness of the change control process.

2.2.6.7 Examine best practices within each project and across the Program.

2.2.6.8 Assuring the effectiveness of functional areas through attendance at useful boards.

2.2.6.9 Reviewing and challenging PMCs performance reporting against the vital project indicators (KPIs).

2.2.7. Risk Management

2.2.7.1 Assure risk management by maintaining an oversight role in risk process execution.

2.2.7.2 Participating in executive-level and program-level risk reviews.

2.2.8. Innovation Management

2.2.8.1 Maintaining an oversight role of innovation process execution.

2.2.8.2 Participating in executive-level and program-level innovation-related reviews and processes.

2.2.9. Delivery Confidence Rating

2.2.9.1 Following each quality audit, the audit leader (either the PAO or TAT Manager, depending on the type of audit) is required to assign a delivery confidence rating to the aspects of the Program and each project/sub-project being audited.

2.2.9.2 The delivery confidence rating will provide a consistent approach to summarizing the outcomes of all quality and assurance audits.

2.2.9.3 The PAO will develop definitions and guidance for the delivery confidence ratings in conjunction with the Owner and consultation with the applicable PMCs and/or other relevant stakeholders.

2.2.9.4 The table below provides indicative definitions for the delivery confidence ratings. The PAO is expected to develop an updated set of definitions:

Delivery Confidence Rating	Suggested Definition
Red	The project/sub-project should not proceed in its current state. Corrective actions need to be implemented, and a further audit should determine whether the Project or subproject can proceed.
Amber	The project/sub-project can proceed, but recommendations/amendments must be implemented within the timeframes outlined in the audit report.
Green	The Project/sub-project can proceed.

2.2.10. <u>Assurance and Auditing of Time Schedules (General or specific time schedules of a Project(s) or sub-project(s) within the Program)</u>

Examination of the time schedule(s) for the design, execution, and T&C phases, with emphasis on assuring the following aspects:

2.2.10.1 Whether the assumptions made to establish the time schedule are logical and follow good industry practice.

2.2.10.2 For construction time schedules – The feasibility of the phases and sequence shown and their suitability to the construction ability.

2.2.10.3 The adequacy of periods assigned in the time schedule for primary tasks, free float, and contingency.

2.2.10.4 Critical path analysis and proposed mitigation plans – Provide recommendations and courses of action to optimize this. When the required measures for shortening the critical path or time durations require the allocation of additional resources, the financial cost of the needed resources shall be evaluated.

2.2.10.5 Examine the links and dependencies between tasks, reviewing whether these linkages are logical and sequenced as is customary in similar projects in the industry.

2.2.10.6 Review the project's free and total float to ensure they accurately represent the execution method.

2.2.10.7 Verify that the time schedule complies with the requirements and documents of the Project or sub-project.

2.2.10.8 Challenge performance about time schedules.

2.2.10.9 Assign a Delivery Confidence Rating to the item(s) being reviewed.

2.2.10.10 Any additional activities needed for time schedule audits.

2.2.11. <u>Assurance and Auditing of Budget and Cost Estimates (General or specific budget and cost estimations of a Project/sub-projects)</u>

Examination of the budget and estimation with emphasis on the following aspects:

2.2.11.1 Rates are allocated to each item.

2.2.11.2 Quantities allocated to each item and a comparison to the quantities of the tender's drawings (including the review of measurement methods used concerning the various items within the BOQ).

2.2.11.3 All line items needed were considered per the contractor's or supplier's scope of work, specifications, drawings, and Project/sub-project design.

2.2.11.4 Allocation of contingency and the rate of each contingency.

2.2.11.5 Allocation of risk and assurance that the rating of such risk is logical and proportionate to the Project's needs (where the Monte-Carlo model was carried out, the rating needs to be in line with the model).

2.2.11.6 Suggest the level of inaccuracy in the budget and cost estimation audited and the percentage of such inaccuracy.

2.2.11.7 Challenge performance concerning the budget and cost estimates.

2.2.11.8 Recommend corrective actions where needed.

2.2.11.9 Assign a delivery confidence rating to the reviewed item (s).

2.2.11.10 Any additional activities needed for budget and cost estimation audits

2.2.11.11 Examine Project expenditure to ensure by review and report, it is following the agreed cash flow and budget and the payments made are in accordance with the executed works;

2.2.12. Assurance and auditing of Processes, Plans, and Procedures of the Owner, the PMCs, contractors, maintainers, operators, and other Owners' suppliers ("**Processes and Procedures Auditing**"):

2.2.12.1 The Processes and Procedures Auditing shall be made up of the following:

2.2.12.1.1 QMS Process Audit

2.2.12.1.2 Management Plans Review Audit

2.2.12.1.3 Health & Safety Audit

2.2.12.1.4 Environmental & Sustainability Audit

2.2.12.2 QMS Process Audit

The scope of the audits under this section shall include (but not be limited to) the following:

2.2.12.2.1 Compliance with the approved processes, and the same applies to the following detailed levels (PMCs and contractors);

2.2.12.2.2 Review whether processes and procedures are implemented effectively and whether the work complies with the approved methods and/or processes and/or procedures.

2.2.12.2.3 Confirm that the Project or sub-project is 'doing the right thing' and 'doing things right'.

2.2.12.2.4 risk and issues management processes, ensuring these are appropriate for the scale and stage of the Project or sub-project.

2.2.12.2.5 Innovation assessment and Implementation process, ensuring they are appropriate for the scale and stage of the Project sub-project.

2.2.12.2.6 delivery structures and control frameworks, ensuring these are appropriate for the scale and stage of the Project or sub-project.

2.2.12.2.7 Examine performance concerning processes and procedures.

2.2.12.2.8 recommend corrective measures, including changes to the process and procedures (if needed).

2.2.12.2.9 Whether all documents and file structures follow the approved template and naming convention.

2.2.12.2.10 Assign a delivery confidence rating to the revised item(s).

2.2.12.2.11 Any additional activities needed under Processes and Procedures Auditing.

2.2.12.3 <u>Management Plans Review Audit</u>

The scope of the audits under this section shall include (but not be limited to) the following:

2.2.12.3.1 Compliance of the QMPs (Quality Management Plans) with respect to NTA Program processes applicable to the specific Project (including Program QMS documents), with particular emphasis on planning-related aspects;

2.2.12.3.2 General compliance of the documentation concerning relevant standards and best practices.

2.2.12.3.3 Consistency and completeness of QMPs documentation, including identifying duplications, errors, or omissions.

2.2.12.3.4 Compliance with the Auditee Project Contract requirements;

2.2.12.3.5 Compliance with Employer's Program QMS.

2.2.12.4 <u>Health & Safety Audit</u>

The scope of the audits under this section shall include (but not be limited to) the following:

2.2.12.4.1 Organization of the review and control process by the Auditee;

2.2.12.4.2 Compliance of the Auditees' H&S Management System with the contractual requirements;

2.2.12.4.3 Effectiveness of the H&S Management System implemented on site;

2.2.12.4.4 Effectiveness of the coordination measures between the different Contractors and PMCs;

2.2.12.4.5 Effectiveness of roles, responsibilities, and powers of the actors involved in the relevant phase of the project concerning the H&S aspects.

2.2.12.4.6 Verify, at the different project levels, the existence and adequacy of a Health and Safety Management System complying with EN ISO 45001, other applicable standards, and international best practice

2.2.12.5 <u>Environmental & Sustainability Audit</u>

The scope of the audits under this section shall include (but not be limited to) the following:

2.2.12.5.1 Compliance of the Auditee's E&S Management System with the contractual requirements;

2.2.12.5.2 Effectiveness of roles, responsibilities, and powers of the actors involved in the relevant stage of the project

2.2.12.5.3 Effectiveness and completeness of the procedures implemented in the project, in particular concerning the management activities;

2.2.12.5.4 Completeness and comprehensiveness of Environment Management Planning (EMP) implemented by the auditees;

2.2.12.5.5 Compliance of the auditees' EMS with the ISO 14001:2015 and international best practices;

2.2.12.5.6 Compliance of the auditees' Energy Management System with the ISO 50001:2011 criteria and international best practice

2.2.12.5.7 Comprehensiveness and Effectiveness of Global E&S Management Process of the RLP;

2.2.12.5.8 Actions of improvement planned and implemented by the auditees;

2.2.12.5.9 Effectiveness of the sustainability actions planned by the auditees according to international best practices

3. **TAT Functions**

3.1. The TAT will be responsible for the execution of the following functions:

3.1.1. Framework of Control

3.1.1.1 Assure the required audits are aligned with the audits carried out by the PMCs to avoid inefficient allocation efforts.

3.1.1.2 Maintain a practical reporting management framework in liaison with the PAO.

3.1.1.3 Review the PMC's technical audit reports and challenge as required.

3.1.1.4 Support the Owner in reports and audits conducted by external technical auditing functions (for example, reports and audits on behalf of the MOF and MOT).

3.1.2. Stage Gate

3.1.2.1 Facilitate the Project technical approval process working with the PAO.

3.1.2.2 Support the Owner in the approval and stage gate review processes with the PMCs and/or other relevant entities.

3.1.3. Design Technical Auditing

3.1.3.1 Review the evidence produced and assure that the relevant stakeholder has provided all the required information at each design stage.

3.1.3.2 The TAT should verify that sufficient evidence is presented to show that the specified design and execution processes are adhered to, that the design output meets the design standards, and that the execution and testing output meet the Owner’s requirements.

3.1.3.3 Review reports are produced and reviewed with all key stakeholders.

3.1.3.4 The Consultant will be trained and experienced in the BIM environment and Autodesk ACC platform. The consultant will be equipped with valid Autodesk ACC collaborative licensing.

3.1.3.5 The scope of design products to be audited shall include (but not be limited to) the following:

3.1.3.5.1 Review whether the design level is in accordance with the design stage and whether it complies with the requirements.

3.1.3.5.2 When a preliminary design review is carried out, the statutory approval and requirements of the relevant municipalities are to be taken into consideration;

3.1.3.5.3 When a detailed design review is carried out, the audit will take into consideration the statutory approval plans and permits granted, and when changes are proposed, ensure that these changes do not conflict with the statutory plans and/or the relevant permits;

3.1.3.5.4 The audit should also check that the Owner's Key Themes are embedded in the applicable design;

3.1.3.5.5 Review that the drawing list matches the drawings issued for auditing;

3.1.3.5.6 Audit the compatibility between the design requirements and the design carried out, including all Deliverables (including engineering requirements, NTA's DSM, standards, specifications, and other relevant authorities’ requirements);

3.1.3.5.7 Audit whether the design reflects the best available solution on the market and that a supporting analysis was performed, 3.1.3.5.8 Audit the compatibility of the design to the approved operation concept;

3.1.3.5.9 Audit the compatibility of the design to the approved maintenance plan;

3.1.3.5.10 Review the interface log between multiple designers and the number of design packages to include the mitigation plans and actions suggested to resolve such interfaces, as well as assure that multidisciplinary reviews carried out by the designers and design managers have covered all necessary disciplines and activities;

3.1.3.5.11 Assure that the design complies with applicable sustainability requirements;

3.1.3.5.12 Assure that the design complies with RAMS parameters and RAMS requirements specify in applicable tender documents.

3.1.3.5.13 Review and audit the time schedule for the detailed design stage and execution phases suggested by the designer.

3.1.3.5.14 Assign a delivery confidence rating to the item(s) being reviewed by the rating established by the PAO;

3.1.3.5.15 Any additional activities needed for the execution of design audits.

3.1.4. Technical Auditing of Tender Documents

The scope of tender documents to be audited shall include (but not be limited to) the following:

3.1.4.1 Assure and comment on the correlation between the drawing list(s) and the actual files.

3.1.4.2 Review the tender documents to ensure they cover all aspects of the scope of work, including identifying duplications, errors, or omissions.

3.1.4.3 Assure the (i) bill of quantities (BOQ), (ii) the payment method, and (iii) the budget estimation for the package is in line with the tender documents by reviewing all tender documents and placing emphasis on the following aspects:

3.1.4.3.1 Major sections in the estimation that may affect the Project budget;

3.1.4.3.2 Technical specifications and/or drawings and/or requirements provided as part of the tender documents.

3.1.4.3.3 Supporting evidence that the Tender process took the innovation implementation method into account at all stages

3.1.4.4 Ensure the Owner's Key Themes are embedded in the tender documents.

3.1.4.5 Review and provide comments regarding the correlation between the payment headings in the BOQ, the heading in the budget, and the technical specifications and identify any areas of incompatibility.

3.1.4.6 Identify missing items or duplication of items in the BOQ or budget or between the BOQ and budget and the drawings and specifications.

3.1.4.7 In the event of a design-build tender, ensure the pricing method suggested is in line with the tender design and documentation;

3.1.4.8 Review the Project’s/sub-project risk registers and mitigation plans and their impact on the budget and BOQ/ payment schedule;

3.1.4.9 Review and provide comments regarding whether the payment milestones are in line with the contract/BOQ/method payment/specifications;

3.1.4.10 Review the general requirements chapters, with a view towards compliance with good industry practice and whether there is any influence on the Project budget;

3.1.4.11 Review the suggested schedule of the works as part of the tender documents;

3.1.4.12 Analyze the financial implications of the risk survey and its impact on the Project budget;

3.1.4.13 Examine the payment milestones against the contract and BOQ while examining the feasibility of payment milestones vis a vis contractor financing and cash flow and the impact of time schedule changes on the cash flow;

3.1.4.14 Assign a delivery confidence rating to the item(s) being reviewed;

3.1.4.15 Review of the tender mechanism(s) reflects a method to ensure innovation in the tender strategy and the contract.

3.1.4.16 Any additional activities needed for the execution of technical Auditing of Tender Documents.

3.1.5. <u>Shadow Bidder</u>

3.1.5.1 The Owner may ask the Consultant to act as a potential bidder and prepare a detailed price proposal based on the tender documents, including filling out all the required tender forms ("Shadow Bidder Audit").

3.1.5.2 The Shadow Bidder Audit will be based on an independent review of the tender documents, an estimation of the costs regarding the tender specifications and drawings, and information from similar projects familiar to the Consultant.

3.1.5.3 The Consultant will provide the Owner with a detailed list of the work assumptions based on its price proposal, thus allowing a better understanding of how the costs were developed.

3.1.5.4 Any other audits as required concerning the tender documents.

3.1.6. <u>Technical Auditing of Construction and Testing Phases</u>

3.1.6.1 During the construction, testing, and commissioning phases, a series of readiness reviews, hold points, inspections, and audits will be maintained to ensure <u>by review and report</u> that the applicable works are <u>(for the avoidance of doubt, this wording shall apply throughout this Clause 3.1.6, including all of its sub-sections, wherever the terms “ensure” or “assure” appear)</u>:

3.1.6.1.1 Executed safely.

3.1.6.1.2 Implemented in accordance with the detailed design for construction.

3.1.6.1.3 Carried out by competent personnel.

3.1.6.1.4 Carried out in compliance with the Project's processes, procedures and requirements;

3.1.6.1.5 Progressed in pre-defined sequence and transition from one activity stage to another occurs safely;

3.1.6.1.6 Interfaces and dependencies are managed and resolved in accordance with the agreed-upon interface matrices;

3.1.6.1.7 Executed in accordance with the associated approved design provided progressively;

3.1.6.1.8 Assure that IRN or PICO are documented properly according to the required system and the relevant IRN procedures.

3.1.6.2 The technical auditing team is responsible for assuring the integrity of the technical processes and products throughout the construction and testing phase delivered by the PMCs.

3.1.6.3 The construction and testing phases are made up of the following:

3.1.6.3.1 Construction or civil engineering works related to engineering

3.1.6.3.1.1 Construction of structures, including site set up, enabling works;

3.1.6.3.1.2 Logistics management, site construction, and its Interfaces with the surroundings management;

3.1.6.3.1.3 Streetscape;

3.1.6.3.1.4 Landscape;

3.1.6.3.1.5 Utility relocation;

3.1.6.3.1.6 Traffic diversions;

3.1.6.3.1.7 Digging and movement of material off-site;

3.1.6.3.1.8 Heavy structure;

3.1.6.3.1.9 Tunneling (Including TBM FAT and SAT);

3.1.6.3.1.10 Shafts

3.1.6.3.1.11 Chambers

3.1.6.3.1.12 Bridges

3.1.6.3.1.13 Underground Stations

3.1.6.3.1.14 Any other such items.

3.1.6.3.2 Fit-Out, Equipment Procurement and Installation

3.1.6.3.2.1 Finishes works;

3.1.6.3.2.2 Fit out and/or installation/procurement of the following (but not be limited to) equipment/systems:

- Rail transit systems (Rails, Sleepers, etc.)
- Tunnel's ventilation
- M&E
- Elevators and Escalators
- Power
- Over Head Line Equipment (OHLE)
- All COMMs systems
- Signaling and Train Control (S&TC)
- Automatic Fare Collection (AFC)
- MMIS
- Smoke and Fire Detection System

3.1.6.3.3 Manufacturing and/or Procurement (whether in Israel or abroad)

3.1.6.3.3.1 Rolling stock

3.1.6.3.3.2 Rolling stock components

3.1.6.3.3.3 Any other related items.

3.1.6.4 <u>Construction or Civil Engineering Works Related to Engineering Audits</u>

The scope of the audits under this section shall include (but not be limited to) the following:

3.1.6.4.1 Assure of technical materials in accordance with specified design requirements, including laboratory tests;

3.1.6.4.2 Assure laboratory tests are conducted in accordance with international standards and requirements;

3.1.6.4.3 Assure the compliance of the works with drawings, specifications, and technical standards;

3.1.6.4.4 Assure the construction works are carried out in accordance with the sustainability requirements;

3.1.6.4.5 Assure the structure location is in accordance with the geotechnical data and drawings are in accordance with the grid indicated in the design phase;

3.1.6.4.6 Assure all interfaces are managed with and solved in accordance with the approved interface plans written by the contractors;

3.1.6.4.7 Assure risks are being mitigated and closed in accordance with the approved risk log. Where needed, assure that new risks are identified and dealt with;

3.1.6.4.8 Participate in any supreme supervision audit (supervision carried out by the designers to make sure the works are carried out in accordance with the design) on-site and assure the supreme supervision comments are dealt with as part of the construction;

3.1.6.4.9 Assure compliance of the "as-built" drawings with the design and approved drawings;

3.1.6.4.10 Assure the sequence of construction is in accordance with the schedule and milestones and in accordance with the sequence;

3.1.6.4.11 Examine Project expenditures to ensure they are in accordance with the approved cash flow, budget, and payments.

3.1.6.5 <u>Fit-Out, Equipment Procurement and Installation Audits</u>

The scope of the audits under this section shall include (but not be limited to) the following:

3.1.6.5.1 The audits detailed under section 3.1.6.4 *(Construction or Civil Engineering Works Related to Engineering Audits)* above;

3.1.6.5.2 Assure factory acceptance test (FAT) or site acceptance test (SAT);

3.1.6.5.3 Assure material and equipment are following the specifications and drawings and are undamaged before installation;

3.1.6.5.4 Assure the positioning and location of the installation;

3.1.6.5.5 Assure certified installation;

3.1.6.5.6 Assure installation in accordance with specifications and drawings;

3.1.6.5.7 Assure the user's manual contains all necessary information at the time of Project completion;

3.1.6.5.8 Any additional activities needed for fit-out, equipment procurement and Installation audits.

3.1.6.6 <u>Manufacturing and/or Procurement Audits</u>

The scope of the audits under this section shall include (but not be limited to) the following:

3.1.6.6.1 Visit the applicable manufacturing factory to ensure the materials used are in accordance with the specifications, standards, and drawings;

3.1.6.6.2 Ensure the manufacturing process is carried out in accordance with the relevant international standards and as specified in the applicable contract;

3.1.6.6.3 FATs and FAIs (Including Type/Static and Dynamic Tests)are being carried out in accordance with the specifications and standards.

3.1.6.6.4 Assure that the shipment to Israel and the delivery from port to site is carried out professionally (insurance, export permits, shipping documents, requirements, transportation procedures, etc.) and in accordance with good industry practice.

3.1.6.6.5 Assure on-site installation (either on the equipment or of the equipment) is carried out in accordance with the specifications, drawings, interface log and plan and standards;

3.1.6.6.6 Review the “as built” drawings of the equipment;

3.1.6.6.7 Assure the sequence of manufacturing and installation is in accordance with the agreed schedule, milestones, and sequence;

3.1.6.6.8 Examine Project expenditure to ensure it is in accordance with the approved cash flow and budget and the payments made are in accordance with the works carried out;

3.1.6.6.9 Assure that the user’s manual contains all necessary information at the time of Project completion;

3.1.6.6.10 Any additional activities needed for manufacturing and/or procurement audits.

3.1.6.7 <u>Testing and Commissioning (T&C) Products and Processes Audits</u>

The scope of the audits under this section shall include (but not be limited to) the following:

3.1.6.7.1 Examine the testing and commissioning plans for the Projects and sub-projects, assuring it is fit for purpose and include the required integration tests of the system;

3.1.6.7.2 Assure that the testing plan complies with the requirements of the regulator permit to operate (PTO);

3.1.6.7.3 Assure that the testing plan is fully functional to the Owner’s design requirements;

3.1.6.7.4 Assure the plan and tests comply with public relations and community involvement requirements;

3.1.6.7.5 Assure the interfaces between the contractors participating in the tests while performing a multidisciplinary quality assurance role;

3.1.6.7.6 Assure the schedule and duration of the tests are in accordance with the agreed-upon time schedule.

3.1.6.7.7 Assure testing is sequenced according to the schedule, milestones, and agreed-upon sequence.

3.1.6.7.8 Check that the available and applicable procedures are suitable to cover all required RAM demonstration activities and that they are correctly applied on site.

3.1.6.7.9 Any additional activities needed for testing and commissioning audits.

3.1.6.8 <u>Quality Assurance of Operation and Maintenance (O&M)</u>

3.1.6.8.1 The O&M phase is made up of the following:

3.1.6.8.1.1 Management plans of the operator

3.1.6.8.1.2 Planning phase

3.1.6.8.1.3 Readiness and handover phase

3.1.6.8.1.4 Operation and maintenance

3.1.6.8.2 <u>Management Plans of the Operator and Planning Phase Audits</u>

The scope of the audits under this section shall include (but not be limited to) the following:

3.1.6.8.2.1 Review the following plans: (i) operating plan, (ii) maintenance plan, (iii) security plan, (iv) maintenance plan, (v) recruitment and training plan, and assure the Audit Plan is fit for purpose, in accordance with good industry practice, Owner's requirements and the relevant regulator’s/authorities requirements;

3.1.6.8.2.2 Review the operating and maintenance requirements and assure they are implemented in all the design stages (this audit will also be part of the design audits; see section 3.1.33.1.3 *(Design Technical Auditing) above)*;

3.1.6.8.2.3 Review and assure the development of the operational timetable for operation and examine the operational concept for every line;

3.1.6.8.2.4 Any additional activities needed for the management plans of the Operator and planning phase audits.

3.1.6.8.3 <u>Readiness and Handover Phase Audits</u>

The scope of the audits under this section shall include (but not be limited to) the following:

3.1.6.8.3.1 Audit the training of the operator's staff (to include drivers, security staff, maintenance staff, etc.) and the training scheme. Assure the training scheme is in accordance with the standards and regulations as well as with industry best practices;

3.1.6.8.3.2 Audit the operator's readiness with emergency forces, third parties, and other contractors.

3.1.6.8.3.3 Audit the development and approval of procedures and operation and maintenance rule book.

3.1.6.8.3.4 Audit the activities and completion of Safety Cases to achieve PTO.

3.1.6.8.3.5 Audit the handover processes and responsibilities between the various contractors and the operator;

3.1.6.8.3.6 Audit the readiness for trail run and commercial operation phases.

3.1.6.8.3.7 Any additional activities needed for the readiness and handover phase audits.

3.1.6.8.4 Operation and Maintenance Audits

The scope of the audits under this section shall include (but not be limited to) the following:

3.1.6.8.4.1 Assure that the operation of each line is in accordance with the approved plan;

3.1.6.8.4.2 Assure that the maintenance of each line is in accordance with the approved plan;

3.1.6.8.4.3 Audit the operator and maintenance performances according to the KPIs, safety issues, staff recruitment and training, and punctuality.

3.1.6.8.4.4 Any additional activities needed for operation and Maintenance phase audits.

4. Assurance and Auditing; General Provisions

In respect of each of the audits under sections 2 *(PAO Functions)* and 3 *(TAT Functions)* above and/or any other audit(s) conducted by the Consultant (whether held by the PAO or the TAT, as applicable), the following provisions shall apply:

4.1. A delivery confidence rating for the item(s) being reviewed shall be assigned in accordance with the provision of section 2.2.9 *(Delivery Confidence Rating)* above.

4.2. The audit recommendations and/or the none-conformance reports (NCRs) (once summarized) will be presented to the relevant forum(s), facilitating decisions on whether the project or sub-project can proceed and move to the next phase.

4.3. The Consultant will be responsible for conducting a repetitive review to assure whether the recommendations have been corrected/implemented and/or the non-conformance reports (NCRs) have been updated (as applicable) by the relevant stakeholder ("**Repetitive Review**").

4.4. It should be noted that Repetitive Review is an integral part of audit(s) performance.

4.5. If the monitoring company conducts an audit on behalf of the MOT, the Consultant will ensure that the relevant stakeholders implement their comments (as required).

4.6. The Consultant must know that some of the audited tender/design documents (including mandatory regulations and standards) are in Hebrew. If necessary, and in the Owner's sole discretion, the Owner may provide the Consultant with an English translation of such documents. It shall be noted Neither any such translations, whether provided by the Owner or not, shall relieve or release the Consultant from its obligations according to this Scope of Services document.

5. Audits Work Plan, Audits Reports, Deliverables and Transition Procedure

5.1. Audits Work Plan

5.1.1. In respect of each of the audits under sections 2 *(PAO Functions)* and 3 *(TAT Functions)* above, and/or any other audit conducted by the Consultant (whether held by the PAO or the TAT, as applicable), the Consultant shall submit for the Owner's approval (i) quarterly Work Plan and (ii) yearly work plan, which provides the basis for estimating the total resources required to deliver the Project(s) and the mobilization program.

5.1.2. The yearly work plan shall be submitted for the Owner's approval at least two (2) months before the works are implemented.

5.1.3. The quarterly work plan shall be submitted for the Owner's approval at least one (1) month before the implementation and will conform to the yearly work plan.

5.1.4. Before commencing each audit, a time frame will be agreed upon in accordance with the schedule attached to this Agreement as **Appendix 4** *(Time Schedule)*. The agreed completion date will be following the submission of the Summary Report to the Owner.

5.2. Audits Reports and Deliverables

In respect of each of the audits under sections 2 *(PAO Functions)* and 3 *(TAT Functions)* above, and/or any other audit conducted by the Consultant (whether held by the PAO or the TAT, as applicable), the Consultant shall provide the Owner the following reports:

5.2.1. Audit Notification

5.2.1.1 The Consultant will prepare a 1-page document with all the essential information of the applicable audit for the Owner's relevant representative signature ("**Audit Notification**").

5.2.1.2 The Audit Notification will include (at least) the following information: date, code, type, size (if any), subject, audit location, reference documentation, the audit schedule, and the required Deliverable for the Owner's review.

5.2.2. Audit Plan

5.2.2.1 The Consultant will prepare the specific document to provide the basis for the agreement among the Owner, the audit team members, and the auditee regarding the conduct of the audit ("**Audit Plan**"). The Audit Plan will facilitate the scheduling and coordination of the audit activities

5.2.2.2 The Audit Plan will cover (at least) the following:

5.2.2.2.1 The audit objectives;

5.2.2.2.2 The audit criteria and any reference documents;

5.2.2.2.3 The audit scope, including identification of the organizational and functional units;

5.2.2.2.4 The requested Audit Team Member(s) and Team Leader (and may include, inter alia, the minimal number of personnel, relevant experience, and professional expertise);

5.2.2.2.5 Processes to be audited;

5.2.2.2.6 The expected time and duration of audit activities, including meetings with the auditee's

5.2.2.2.7 Management and audit team meetings;

5.2.2.2.8 The roles and responsibilities of the audit team members and accompanying persons;

5.2.2.2.9 Identification of the auditee's representative for the audit;

5.2.2.2.10 Any audit follow-up actions.

5.2.3. Preliminary Report(s)

5.2.3.1 Shall be provided per the period agreed upon for each audit, per **Appendix 3** of this Agreement ("**Preliminary Report**").

5.2.3.2 Each Preliminary Report shall include at least the following details:

5.2.3.2.1 General description of the work(s) reviewed and/or audited.

5.2.3.2.2 Assumptions made during the audit (if applicable).

5.2.3.2.3 Initial comments regarding the audited subject, including any non-compliance and NCRs found.

5.2.3.2.4 Hierarchy level of such findings (“minor,” “major,” or "severe") in order to measure/describe the efforts needed to correct it.

5.2.3.2.5 Suggested root(s) cause(s) and effective way(s) to correct non-conforming items.

5.2.3.2.6 If needed: (i) decisions will be made on how to proceed and what actions are to be taken by the audited party; (ii) the applicable audit shall be repeated to verify the effectiveness of the corrective actions taken.

5.2.3.2.7 Concerning Processes and Procedures Auditing, the Consultant will recommend changes to the process (if needed). In case the audited process affects other method(s) and/or procedure(s), then the Consultant will recommend additional changes (if needed) regarding the applicable method(s) and/or procedure(s).

5.2.3.2.8 The audit result(s)/outcome(s).

5.2.3.3 Following the issuance of the Preliminary Report, the Owner may summon designated meeting(s), workshop(s), and discussion(s) with the audited party to review the Preliminary Report.

5.2.3.4 The audited party will get the opportunity to correct the agreed-upon items, non-compliance items, and/or the NCRs.

5.2.3.5 Following the designated meeting(s) as mentioned in section 5.2.3.3 above, the Consultant will review the corrective actions taken by the audited party and submit a Summary Report in accordance with the provisions set below.

5.2.4. Summary Report

5.2.4.1 The outcomes of the analysis of the subset of the documentation under audit are collected in a dedicated summary report that shall include at least the following details ("**Summary Report**"):

5.2.4.1.1 A summary of the audit objectives.

5.2.4.1.2 List of the subset of the documentation audited.

5.2.4.1.3 Describe the audit results, including the list of recommendations (if any).

5.2.4.1.4 Concerning Processes and Procedures Auditing, the Consultant will recommend changes needed to the process and regarding any other affected processes (if needed).

5.2.4.1.5 List of recorded findings, ranked according to severity level ("severe," "major," and "minor"):

5.2.4.1.5.1 Corrective action proposed by the auditor/auditee.

5.2.4.1.5.2 The Auditee's response and proposed due date to each requested Corrective Action.

5.2.4.1.5.3 The Audit Team review of the response.

5.2.4.1.6 The implementation status of each corrective action.

5.2.4.1.7 **Audit Confidence Rating**. The status of each action will be classified by the Audit Team as follows:

Action Status	Description	Applies to
Closed	the corrective action is implemented, and evidence of the implementation is provided	All findings
Closed with comments	the corrective action is implemented, the Audit Team gives additional comments, ***or*** the corrective action	Minor findings

Action Status	Description	Applies to
	is not implemented (partially or fully). Still, the audit team does not consider it critical.	
Closed for the current stage	The Auditee has accepted the corrective action, but its implementation is not required for the current design stage and will be addressed in a future design stage.	All findings
Ongoing	The corrective action has not been implemented yet, but the auditee has defined and accepted the required actions for closure.	All findings
Open	the Auditee does not accept the corrective action, ***or*** no response is received from the Auditee	All findings

5.2.4.1.7.1 For Findings classified as "Ongoing" and "Open," the Audit Team will provide a new due date within the Summary Report.

5.2.4.1.7.2 Main issues with findings classified as "Closed for the current stage" will also be summarized in a specific section within the Summary Report for prompt reference during the subsequent audit activities.

5.2.4.1.7.3 The Relevant Audit Leader will issue the Summary Report and make it available to the Auditee and other relevant stakeholders.

5.2.4.1.7.4 The consultant will continue to track all comments that are not in the status "Closed" or "Closed with comments," present their status and statistics in his periodical reports, and be involved in the correction of those items until the final closure.

5.2.5. <u>Follow-Up Activities</u>

5.2.5.1 Following the submission of the Summary Report, the PAO Manager/TAT Manager (as applicable) will periodically monitor the implementation status for the actions that weren't classified as “Closed” or “Closed with Comments.”

5.2.5.2 Each action will be logged and followed throughout to ensure a satisfactory close-out ("**Follow-Up Process**").

5.2.5.3 The Follow-Up Process will develop according to the following steps:

5.2.5.3.1 The due date set by the Audit Team within the Summary Report will be determined as the new formal deadline for the Auditee party to provide evidence that each required corrective action has been completed.

5.2.5.3.2 In case following the new set deadline, no response/evidence was received from the Auditee, the Audit Team will send a reminder; such reminder will be issued no later than two weeks after the due date and will set the new deadline for the completion of the corrective action.

5.2.5.4 Whenever promptly received evidence of the corrective action's implementation is received, the Audit Team will review the implementation of the corrective actions, and the results will be logged in a revision of the Summary Report (rev. 1, rev. 2, etc.).

5.2.5.5 Where applicable, suggest a Best practice/Innovative solution based on the Best available technology study, Benchmark study, or any other form of analysis

5.2.6. Lessons Learned

5.2.6.1 As an additional outcome of the audit activities, the Consultant shall identify specific findings and/or general issues within a dedicated table deemed essential for the future and considered a “Lesson Learned” for the Owner.

5.2.6.2 The above findings/ general issues will be selected concerning the following general criteria and will become part of a separate Database for Owner internal use:

5.2.6.2.1 Recurrence: the finding or the issue belongs to a recurring process and is related to a systemic error concerning the Owner's internal procedures.

5.2.6.2.2 Importance: The finding or issue is essential in preventing problems with future activities and applies to a recurring process (for example, clauses in tender documents that can prevent future litigations/Claims; design aspects that may affect the overall project strategy or that can limit uncertainties during construction).

5.2.6.2.3 Innovation: the finding or issue introduces a new novel approach to a recurring process based on international best practices and/or past experiences.

5.2.6.3 Regarding each Audit, the Auditing Team will select only significant findings/issues so that the new database's number of entries is manageable.

5.3. Documentation Control

5.3.1. Without derogating from the provisions of Appendix 5 (Software Requirements and Document Control) during the Term of the Agreement, the Consultant, as a key player, shall be responsible for following and managing all relevant deliverables and/or submissions and/or reports via Oracle Aconex software.

5.3.2. The document control mentioned above will be managed by designated personnel who are not Core Team members.

5.4. Transition Procedure

5.4.1. Without derogating from the provisions of the Service Agreement, by the earlier of: (i) no later than three (3) calendar months prior to the termination of the Term of the Agreement; or (ii) by no later than four-teen (14) days following the issuance of a Notice of Termination (as the case may be), the Consultant shall prepare and submit for the Owner review and approval, a detailed changeover, addressing the following matters:

5.4.1.1 Detailed schedule for implementing the transition between the Consultant and the replacement entity appointed by the Owner, including full coordination of the transition procedure(s) managed by the Consultant.

5.4.1.2 Methods for transferring all relevant documents, reports, information, data, plans, third-party software/tools, and any other materials held by the Consultant, including those stored in digital formats.

5.4.1.3 Identification of the personnel required to lead the transition procedure on behalf of the Consultant.

5.4.1.4 Description of any and all other actions, tasks, and activities required to be performed to execute the transition while avoiding interruption to the performance of the Services, including the duration of each and all necessary and required actions, tasks, and activities, and the time schedules for the performance thereof.
(the "**Changeover Plan**")

5.4.2. Without derogating from the foregoing, the Consultant shall co-operate fully with the Owner, or any entity as instructed by the Owner and anyone on its behalf, to ensure that the transition is carried out efficiently and promptly, including:

5.4.2.1 Provide the Owner with the necessary assistance to ensure independent use of the transferred information and

5.4.2.2 Facilitating overlap meetings between the Owner, the party designated by the Owner (whether an individual from within NTA or another consultant(s)), and the relevant Consultant's personnel.

5.4.2.3 Oversee documentation and knowledge mapping, ensuring an orderly transition to the designated replacement while maintaining system integrity.

5.4.3. The obligations detailed under this Section 5.4 *(Transition Procedure)* shall (i) extend beyond the Term of the Agreement. The Consultant shall not delay or hinder the transition due to financial or other disputes and will ensure efficient transfer of responsibilities; and (ii) No Additional Compensation will be made for conducting the transition procedures or knowledge transfer.

6. <u>PAO Team Members and TAT Team Members</u>

6.1. <u>PAO Manager</u>

The PAO Manager shall be in charge of performing and managing all Projects and Program assurance activities. (including but not limited to) of the following:

6.1.1. Framework of control

6.1.2. Approvals and stage gates

6.1.3. Project and Program Assurance

6.1.4. Risk management assurance

6.1.5. innovation management

6.1.6. External assurance

6.1.7. Follow the Owner's QMS, ensure it is implemented, and revise it per the audits' findings as necessary.

6.1.8. Appoint the Audit Team and the Audit Leader for each assurance audit in accordance with provisions set in section 6.5 (PAO/TAT Audit Team Members) below.

6.1.9. Manage all process, schedule, budget, and cost estimate audits.

6.1.10. Any other relevant duties that the Owner might require.

6.2. Deputy PAO Manager

The Deputy PAO Manager shall support the PAO Manager in all assurance activities detailed in sections 6.1.1 to 6.1.10 above.

6.3. TAT Manager

The TAT Manager shall be in charge of performing and managing all Projects and Program technical auditing activities. (including but not limited to) of the following:

6.3.1. Manage the design, tender documents, construction phase, testing commissioning, operation, and maintenance audits and serve as the Owner's point of contact for all such audits.

6.3.2. Appoint the Audit team and the Audit Leader for each assurance audit in accordance with provisions set in section 6.5 *(PAO/TAT Audit Team Members)* below.

6.3.3. Management of TATs (for each audit).

6.3.4. Lead all meetings with the Owner and the audited parties regarding the audits performed;

6.3.5. Perform day-to-day site audits during construction unless otherwise agreed with the Owner.

6.3.6. Make recommendations, based on the audits performed, on whether a Project or a sub-project can proceed to the next phase;

6.3.7. Attend meetings with the Owner management (as needed), including Change Committees meetings, and provide (if required) a professional opinion regarding the change in question.

6.3.8. Support the Owner on supplier evaluation and assessment;

6.3.9. Provide monthly/quarterly/yearly reports, all as detailed in section 5 *(Audits Work Plan, Audits Reports and Deliverables)* below;

6.3.10. Any other relevant duties that the Owner might require.

6.4. Deputy TAT Manager

The Deputy TAT Manager shall support the PAO Manager in all assurance activities detailed in sections 6.3.16.3.1 to 6.3.10 above.

6.5. PAO/TAT Audit Team Members

6.5.1. For each audit described in this Appendix, the PAO Manager/TAT Manager (as applicable) shall appoint a duly qualified auditing team and a Team Leader with the relevant expertise and experience to conduct the audit (the "**Audit Team**" and "**Audit Leader**," respectively).

6.5.2. The skills required for the Audit Team members and Audit Leader include, without limitation, the following fields:

6.5.2.1 PAO audits: governance and process management, major projects, risk management, innovation management, time schedule, cost and budget.

6.5.2.2 TAT audits: governance and process management, major projects, engineering, design, landscaping, master-planning, geotechnical, hydrological, construction, environment, procurement, innovation, sustainability, fire safety, security, crowd flow, accessibility, transit systems, etc.

6.5.3. Unless otherwise expressly stated by the Owner within the Audit Plan (i) each Audit Team member shall have a minimum of three (3) years of experience in the relevant auditee field and (i) each Audit Leader shall have a minimum of ten (10) years of experience in the relevant auditee field.

6.5.4. The Owner shall approve the Audit Team members and the Audit Leaders using written consent. The approval of the Audit Team members and the applicable Audit Leader shall be in accordance with the provisions of Clause 3.12 (Consultant Personnel) of the Agreement and Section 5.2.2 (Audit Plan) above.

6.5.5. The Audit Leader shall manage the Audit Team and provide (i) all required Deliverables within the time frame set for their delivery and (ii) all required reports directly to the PAO Manager/TAT Manager (as applicable).

6.6. Rolling Stock Production Factory Auditor

Without limiting or derogating from the provisions set in section 6.5 *(PAO/TAT Audit Team Members)* above, with respect to Rolling Stock Production Factory, the following requirements shall also be met:

6.6.1. The Consultant may appoint a dedicated auditor to conduct day-to-day audits in the Rolling Stock production factory ("**Rolling Stock Production Factory Auditor**").

6.6.2. The Rolling Stock Factory Auditor shall have a minimum of ~~fifteen~~ eight (~~15~~8) years of experience in:

6.6.2.1 Rolling Stock design or manufacturing management or

6.6.2.2 Rolling Stock manufacturing technical auditing and/or monitoring.

6.6.3. The Rolling Stock Factory audit shall be conducted in accordance with section 3.1.6.3.3 above.

6.6.4. The Rolling Stock auditor shall provide the Owner with weekly reports of the audits carried out and inform the Owner immediately and without delay of any issues arising during the manufacturing of these Rolling Stock and any components thereof.

7. Task(s) related to the Services and Employment of External Consultants

7.1. Task(s) related to the Services

7.1.1. The Owner may, at any time and any number of times during the Term of the Agreement, assign the Consultant task(s) related to the Services and/or additional assignments to be carried out on an hourly fee basis (the "**Hourly Fee for Additional Tasks**").

7.1.2. The Owner will make such decisions at its sole discretion, taking into account factors such as the economic terms most beneficial to the Owner, the scope of the required tasks (whether concerning specific or limited aspects/subjects to be reviewed), the level of expertise, and whether the execution of an audit is justifiable under the applicable circumstances.

7.1.3. If the Owner decides to assign a task to the Consultant on an Hourly Fee for Additional Tasks, the Owner shall provide the Consultant with a task order including the number of required work hours to be executed and the required personnel (including detailing the relevant expertise and other professional requirements).

7.1.4. The terms of payment applicable to the Hourly Fee for Additional Tasks shall be as set forth in Section 2.5 of **Appendix 3** *(Remuneration and Payment)*.

7.2. Employment of External Consultants

7.2.1. The Owner, at its sole discretion, may instruct the Consultant to engage with an External Consultant(s) for the execution of activities, tasks, work, and/or services related to technical auditing or quality assurance that the Owner considers vital and necessary to ensure the duly and timely performance of the Program.

7.2.2. The terms of payment applicable to the External Consultant(s) shall be as set forth in Section 2.8 of **Appendix 3** *(Remuneration and Payment)*.

8. The Provision of the Services

8.1. The Consultant undertakes to provide its Services exclusively in accordance with the Audit Notification and/or a written task Order as issued by the Owner.

8.2. The Consultant undertakes to cooperate with the Owners' representatives and anyone authorized on its behalf in performing and executing the Services.

8.3. The Deliverables shall be provided to the Consultant through the relevant platform and/or system at the Owner's discretion. The Consultant shall be informed of the relevant details in connection with the applicable Audit Notification and/or a written task Order. The Consultant undertakes the responsibility to maintain knowledge and updates regarding the relevant deliverables provided by the Owner in the applicable system.

8.4. The Owner may comment on such submission and issue instructions if it deems appropriate to do so. In addition, the Owner may request further information regarding the Consultant's Deliverables. The Consultant shall submit any completion, as instructed by the Owner, within the time period set by the Owner for response. Any supplementary work performed by the Consultant in respect of the completion requested by the Owner shall be included within its duties concerning the applicable audit.

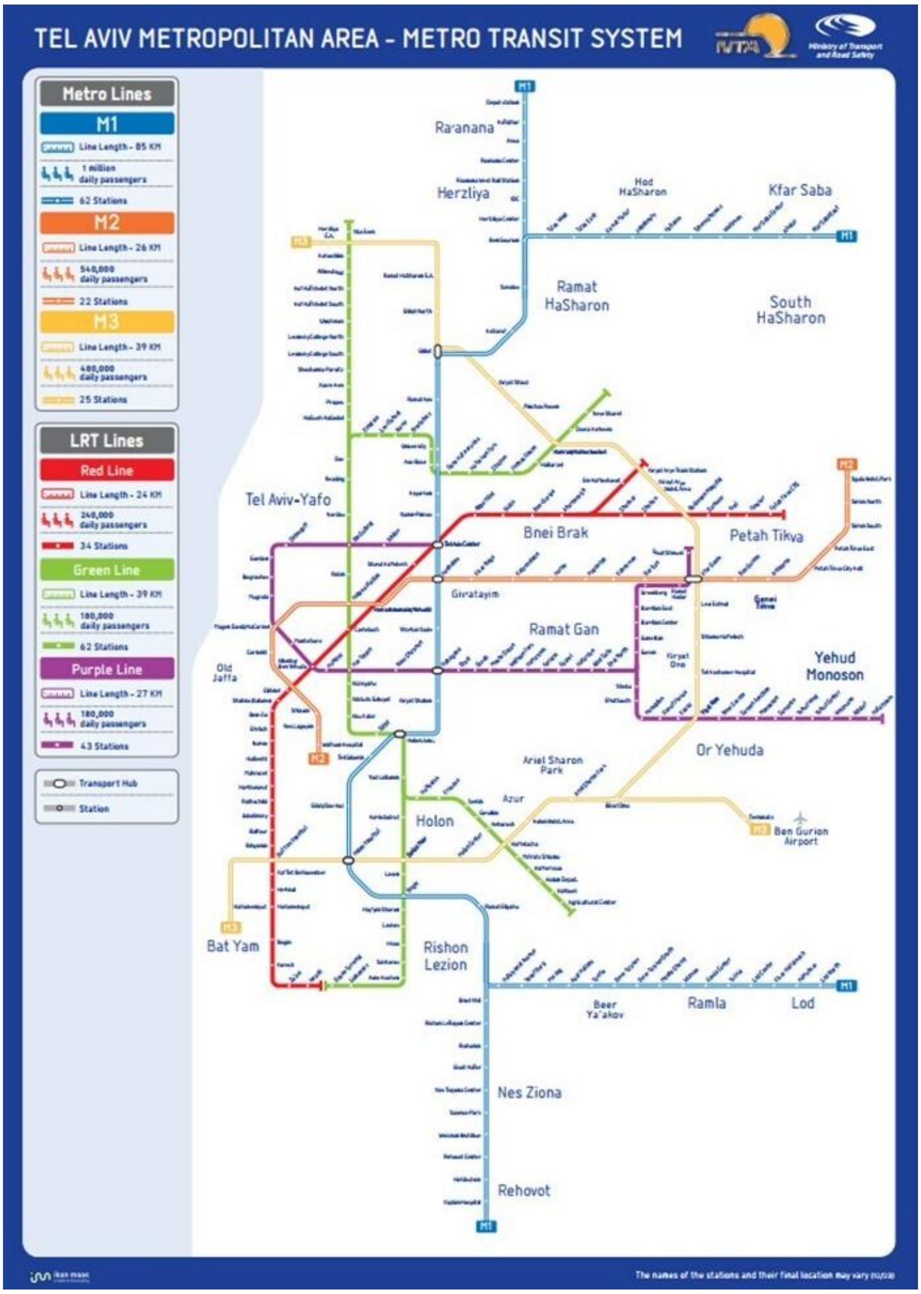
8.5. The Consultant is not entitled to payment or compensation for services performed outside the scope of the Audit Notification and/or a written task order issued by the Owner.

***

Attachment A (*General Information*) of Appendix 2 (*Scope of Services*)

1. This document contains general information about the Program led by the Owner. The information provided above is for convenience only and gives basic details about the different projects.

2. The Owner is currently involved in designing and constructing the Tel Aviv Metropolitan Light Rail Transit and Metro Lines. Image 1 shows the current network configuration at various stages of the design and construction phases.



3. The LRT lines (including any extensions thereof) led by the Owner include the following:

3.1. **Red Line (LRT)**: Stretching 24km from Petah Tikva in the East to Bat Yam in the South, the Red Line features 12km underground and 11km at grade tracks. Its depot is equipped to house 104 trains and offers comprehensive light and heavy maintenance capabilities. The Red Line is currently in its initial operational phases. The Consultant's Services may also include matters related to the extension of the Red Line, should such extension be implemented (Accordingly, the term "**Program**" shall be deemed to include the extension of the Red Line (if implemented)).

3.2. **Green Line (LRT)**: Spanning 39km from Herzliya in the North to Rishon LeTsiyon in the South, the Green Line includes 4.5 km of planned underground track, including 4 underground stations. The remainder of the tracks are at grade. The Green Line is presently under construction.

3.3. **Purple Line (LRT)**: The Purple Line operates entirely at grade and covers 27km from Yehud, Or-Yehuda, and Giva'at Shmuel in the East to the center of Tel Aviv. Construction is currently ongoing.

4. Additionally, the Program includes Metro Lines M1, M2, and M3, totaling approximately 150 kilometers in length with 109 stations and seven transportation hubs, predominantly situated underground:

4.1. **M1 Metro line**: an underground rail line that runs along a north-south axis, connecting the northern and southern cities in the metropolitan area to the center of Tel Aviv. The line is 85 km long and is expected to serve 14 local authorities, with a total of 62 stations along the line.

4.2. **M2 Metro line**: The line runs along an east-west axis, connecting the cities of the metropolitan area's Central and Inner Ring to the city center. It is 26 km long and is expected to serve 9 local authorities, such as Petah Tikva, Givat Shmuel, and Givatayim, with a total of 22 stations along its line.

4.3. **M3 Metro line**: The line, which has a total length of approximately 39 km, will serve the central ring of the metropolitan area through 11 local authorities, such as Ramat HaSharon, Bnei Brak, and Kiryat Ono. It will have 25 stations along its line.

Appendix 3 – Remuneration and Payment

1. **Payment to the Consultant**

1.1. In consideration for the performance of the Services and the production and delivery of the Deliverables by the Consultant, the Owner shall pay the Consultant such payments at such time and terms as set forth hereafter.

1.2. The Financial Proposal, as accepted by the Owner following the Tender Stage, shall be attached as **Attachment A** to **Appendix 3** and shall form an integral part thereof.

1.3. The Financial Proposal shall be referred to when establishing the Fee due to the Consultant for the Services provided.

2. **Retainer, Audits & Additional Services**

2.1. **Retainer**. The retainer shall refer to a monthly fee payable to the Consultant for each of the Core Team members, the Rolling Stock Production Factory Auditor (if required to be nominated by the Owner), the Additional Core Team Member (if required to be nominated by the Owner) (if required to be nominated by the Owner), as applicable (together the "**Relevant Key Personnel**") as specified in the Financial Proposal (the "**Retainer**").

2.2. The Retainer per month per each applicable Relevant Key Personnel shall be calculated and determined in accordance with the following formula:

$$\boldsymbol{RM(i)} = RR(i)\ x\ WF(i)$$

Where:

$RM_{(i)}$ = Retainer per Relevant Key Personnel$_{(i)}$ per Month$_{(i)}$.

$RR_{(i)}$ = The Retainer rate per Relevant Key Personnel$_{(i)}$ as specified in the Financial Proposal.

$WF_{(i)}$ = Working factor per Month$_{(i)}$. In no event the WF(i) shall be bigger than the 1.

2.3. The $WF(i)$ shall be calculated in accordance with the following formula:

$$\boldsymbol{WF(i)} = \frac{AWD(i)\ x\ 9 + AWH(i)}{WD(i)\ x\ 9}$$

Where:

AWD(i) = Actual full workday(s) performed by the Relevant Key Personnel(i) per Month(i). Full workday shall be no less than nine (9) working hours.

AWH = Actual work hours by Relevant Key Personnel(i) per Month(i), which didn't accumulate as a full workday.

WD(i) = The number of workdays in the applicable month(i), i.e. excluding weekends (Friday and Saturday) and official Holidays in Israel.

2.4. The Owner shall pay the Retainer fee subject to the following cumulative conditions:

2.4.1. Consultant's performance of the Services to be carried out by the Consultant in the respective month; and

2.4.2. The production and delivery of all Deliverables to be carried out by the Consultant in the respective month; and

2.4.3. Providing a monthly report of the activities carried out by each Core Team member, the Rolling Stock Production Factory Auditor, and an Additional Core Team Member (if applicable). Such a report shall include a work-hour report.

2.4.4. In the event that the Services are provided by any of the following Core Team members: PAO Manager, TAT Manager, Deputy PAO Manager and Deputy TAT Manager, that qualifies as a Local Entity, the Owner shall apply a discount factor of ten percent (10%) to the applicable retainer rate specified in **Attachment A** *(Financial Proposal)* of **Appendix 3** for such Local Entity.

2.5. **Audits Fee.** The Audits Fee refers to the compensation payable to the Consultant for conducting audits (technical or assurance audits) in accordance with the categories, specifications, and schedules outlined in Appendices 2 *(Scope of Services)* and **4** *(Time Schedule)*.

2.6. The payment for audits shall be based exclusively on the number of audits actually conducted by the Consultant. The unit price for each type of audit shall be as specified in **Attachment A** *(Financial Proposal)* of **Appendix 3**.

2.7. **Task(s) related to the Services**

2.7.1. If, in accordance with the provisions of Section 7.1 of **Appendix 2** *(Scope of Services)*, the Owner decides to assign a task to the Consultant, the Consultant shall be entitled to an Hourly Fee for Additional Tasks in accordance (and only in accordance) with the rates and prices specified below. The compensation will be based on the years of experience of the proposed personnel:

Years of Experience	**5-10**	**11-15**	**16-20**	**21-25**	**Over 26 years**
Hourly Fee for Additional Tasks	USD 110	USD 130	USD 150	USD 170	USD 210

2.7.2. It shall be noted that remuneration, in accordance with the provisions of this Clause, comprises the full and sole remedy payable to the Consultant.

2.8. **Employment of External Consultants**

2.8.1. If, in accordance with the provisions of Section 7.2 of **Appendix 2** *(Scope of Services)*, the Owner instructs the Consultant to engage with an External Consultant(s), the following shall apply:

2.8.1.1 The Owner shall reimburse the Consultant for the fees paid to the External Consultant by the Consultant. In addition the Owner shall pay the Consultant an amount equal to five percent (5%) of the fees paid to the External Consultant ("**Overhead**").
For the removal of doubt, the External Consultant's fees shall be those offered by the External Consultant and acceptable by the Owner in advance. Payment in respect of the External Consultant will be made by the Owner in a back-to-back manner upon presentation of invoices, with an addition of the Overhead payment as mentioned above.

2.8.1.2 The Consultant shall instruct, manage, and fully cooperate with the External Consultant's personnel and shall be fully responsible for and accountable for the deliverables and services provided by such External Consultant(s).

2.8.1.3 All deliverables and services performed by the External Consultant shall be considered, for all purposes and at all times, as being performed and delivered solely by the Consultant and shall be subject to the applicable provisions under the Agreement.

2.8.2. It shall be noted that remuneration, in accordance with the provisions of this Clause, comprises the full and sole remedy payable to the Consultant.

2.8.3. For the avoidance of doubt, any amount payable to the Consultant in connection with the External Consultant shall be exclusive of VAT and subject to the payment terms specified in this **Appendix 3**.

3. **Approval of Monthly Payment Request**

3.1. By no later than the fifth (5th) Day of each calendar month, the Consultant shall submit a monthly payment request for approval of the Owner ("**Monthly Payment Request**").

3.2. Each Monthly Payment Request shall separately detail and describe:

3.2.1. All relevant details and all amounts to which the Consultant considers itself entitled under this Agreement, including the Retainer payments and Hourly Fee for Additional Tasks (if applicable). The above amounts shall be based on a report that includes a breakdown and calculation of the components of the relevant payment amounts.

3.2.2. All relevant details and amounts to which the Consultant considers itself entitled under this Agreement concerning audits (technical or assurance audits) completed and/or submission of Deliverables.

3.2.3. Any and all amounts to which the Owner is entitled pursuant to the Agreement, whether with respect to Liquidated Damages or otherwise under the Agreement.

3.3. If the Owner approves the Monthly Payment Request, the Consultant shall issue an invoice for payment ("**Invoice for Payment**") and submit it to the Owner. The owner shall pay the consultant all sums payable pursuant to an Invoice for Payment in accordance with the provisions of Clause 5 *(Payment Terms)* below.

3.4. In the event of a Dispute between the Parties concerning any Monthly Payment Request any amount set forth therein, or any part or aspect thereof:

3.4.1. the Owner shall be entitled to withhold such sums as are disputed.

3.4.2. The Owner shall pay the undisputed portion within the period stipulated under Clause 5 *(Payment Terms)* below and following the receipt of the Invoice for Payment carrying the amount of the undisputed portion. For the purpose of establishing the payment terms with regard to Payment Requests that include any disputed amounts, the Owner shall deem the submission date of the Payment Request as the date in which the Consultant provides an amended Invoice for Payment that includes the undisputed portion.

3.4.3. If the dispute is settled or resolved in favor of the Consultant, the owner shall pay the remaining balance (if any) as part of the subsequent payment to the Consultant under the Agreement.

3.5. Notwithstanding any dispute, the Consultant shall continue to perform the Services and the production and delivery of the Deliverables without delay or disruption, regardless of any such dispute.

3.6. It is herewith clarified that any Payment Request shall be submitted to the Owner by the Consultant only, and as such, all payments shall be made to the Consultant only. The Owner shall not accept Payment Requests submitted by entities other than the Consultant and shall not certify payment of any amounts to entities other than the Consultant (other entities may include individual members of the Consultant or any other third party).

4. Taxes and Currency of Payment

4.1. Any and all amounts and payments under or pursuant to this Agreement shall be payable in US Dollar only.

4.2. All payments herein include non-Israeli VAT but are exclusive of Israeli VAT, which shall be paid, if applicable, against a tax invoice issued by the Consultant.

4.3. All taxes payable concerning any income earned by the Consultant hereunder shall be the sole responsibility of the Consultant.

4.4. If any taxes are required to be deducted or withheld by the Consultant from the payments made hereunder, under the Consultant's applicable law, the Employer will (i) pay the taxes to the tax authority on behalf of the Consultant, (ii) send proof (original withholding tax certificate) of such payment to the Consultant, and (iii) use reasonable efforts to assist the Consultant in its efforts to claim and obtain a credit for such tax payment from its local tax authorities.

4.5. Each Party agrees to use reasonable efforts to assist the other Party in claiming any legal exemptions from the respective obligation to deduct or withhold tax under applicable double tax treaties or other applicable laws.

5. Payment Terms

5.1. If a Payment Request for a certain month is submitted and received within the first five (5) Days of the following month, payment will occur sixty (60) Days after the Payment Request was submitted.

5.2. If a Payment Request for a certain month is submitted and received after the fifth (5th) Day of the following month, payment will occur sixty (60) Days after the last Day of the month in which the Payment Request was submitted.

6. Out-of-Pocket Expenses

6.1. In the event of the arrival of Consultant's Personnel (which are not included as part of the Relevant Key Personnel) to Israel or another country to perform an audit or any other task for which the monthly Retainer is not due, as may be required by the Owner (and following receiving the Owner's consent in advanced and in writing), the Owner shall participate in travel costs as follows:

6.1.1. **Flights.** The Owner shall reimburse the full costs of a round-trip coach class category flight to Israel or another country after receiving a copy of the ticket's receipt.

6.1.2. **Accommodation.** The Owner will reimburse the Consultant for accommodation costs of up to two hundred and ten US dollar (USD 210) per person per night against a valid copy of the bill.

6.2. For the removal of doubt this Clause 6 will not be subject to indexation as specified in Clause 7 *(Indexation)* below. Furthermore, the Consultant shall be entitled to the expenses under this Clause 6 only for personnel not covered by Retainer payments, as specified in the Financial Proposal.

7. Indexation

7.1. The Fee payable for all audits and all other Services ordered from the Consultant by the Employer shall be indexed to the CPI-U.

7.2. The indexation factor shall be calculated as the ratio between CPI-U's value at the ordering date of the audit (which is the date the Owner signs the audit notification) and Base CPI-U.

8. Retention Money

8.1. The Employer shall retain five percent (5%) of each payment due to the Consultant, which shall constitute a retention security (the "**Retention Money**").

8.2. The accumulated Retention Money of payments paid during the first year [Year one (1)], less any amount that has been forfeited by the Owner under the terms of the Agreement, shall be released and paid to the Consultant with the first payment of the third year [Year three (3)]; and thereafter every year for year X-2 [e.g. with the first payment of Year four (4) the Owner shall release and pay the Consultant the remaining Retention Money attributed to year two (2)].

8.3. Upon final payment, the Owner shall certify to the consultant for payment of the remainder of the Retention Money.

8.4. The amounts payable to the Consultant under this Clause shall be linked to the CPI-U for the period between the retainment of each amount from the respective payment (in accordance with Clause 5 *(Payment Terms)* above), and the date of the certification of the final payment amounts to the Consultant following the termination of the Agreement.

Attachment A of Appendix 3 – Remuneration and Payment

To be incorporated in accordance with the provisions of Clause 1.1 of Appendix 3 (Remuneration and Payment) of the Agreement

Appendix 4 – Time Schedule

1. **Services Time Schedule; General Provisions**

1.1. The Consultant shall perform the required Services and produce and submit to the Owner the required Deliverables, documents, and/or report within the time frames detailed in Clause 2 *(Assurance and Auditing Time Schedule)* below.

1.2. With respect to the "**Required Activity**" column in each of the tables under sections 2.1 to 2.8, the following shall apply:

1.2.1. The time frame for submitting the required Deliverables, documents, and/or report shall commence from the date the deliverables (such as inspected documents, design package, tender documents, time schedule, etc.) are received by the Consultant.

1.2.2. In the case of a factory inspection, construction site inspection, and Processes and Procedures Auditing (section 2.3 below), the time frame for submitting the required Deliverables, documents, and/or report shall commence from the date of the inspection.

1.2.3. For each audit, the period for performing the following activity shall begin upon the completion of the previous activity (if required by the Owner).

1.2.4. If meetings are required concerning an audit report and/or other Deliverables/documents, the Owner shall inform the Consultant regarding the relevant parties needed to attend such meetings.

1.3. In this Appendix, where the Consultant is required to review the implementation of changes and/or implementation/completion of amending the comments, such review will be carried out once the amended material is provided to the Consultant by the relevant auditee and/or the Owner (as applicable).

2. Assurance and Auditing Time Schedule

2.1. <u>Assurance and Auditing of Time Schedule</u>

Required Activity	Small Task	Medium Task	Big Task	Major Task
Submission of Preliminary Report	10-15 Business Days	14-17 Business Days	15-20 Business Days	20-25 Business Days
Discuss the report with the contractor(s) and/or the PMC(s) and/or the designers and/or other relevant parties	5-8 Business Days	5-8 Business Days	7-9 Business Days	8-10 Business Days
Review the completion of amending the comments	3 Business Days	3 Business Days	4 Business Days	4 Business Days
Submission of Summary Report (including recommendation(s) for the way forward)	2-4 Business Days	2-4 Business Days	2-4 Business Days	2-4 Business Days

** Follow-up activities following the submission of the Summary Report will be managed by the consultant in accordance with the provisions set in section 5.2.5 of **Appendix 2** *(Scope of Services)* of the Agreement.

2.2. Assurance and Auditing of Budget and Cost Estimates

Required Activity	Small Task	Medium Task	Big Task	Major Task
Submission of Preliminary Report	7-10 Business Days	10-12 Business Days	12-15 Business Days	17-20 Business Days
Discuss the report with the contractor(s) and/or the PMC(s) and/or the designers and/or other relevant parties	3-6 Business Days	4-7 Business Days	5-8 Business Days	5-8 Business Days
Review the completion of amending the comments	3 Business Days	3 Business Days	4 Business Days	4 Business Days
Provide Summary reports with recommendations for the way forward	2-4 Business Days	2-4 Business Days	2-4 Business Days	2-4 Business Days

** Follow-up activities following the submission of the Summary Report will be managed by the consultant in accordance with the provisions set in section 5.2.5 of **Appendix 2** *(Scope of Services)* of the Agreement.

2.3. Processes and Procedures Auditing

Required Activity	Audit PMC/ the Owner
Review with audited Parties	1-3 Business Days
Submission of PreliminaryReport concerning the findings	3-5 Business Days
Discuss the findings with the audited Parties	2-3 Business Days
Submission of Summary Report and recommendations for changes in the auditee process (if needed).	5-7 Business Days
If the process affects other processes, suggest change(s) (if needed)	2-5 Business Days
Review implementation of changes	1-2 Business Days
Amend QMS (if needed)	1-2 Business Days
Conduct a follow-up audit to review amendments to the findings	1-4 Business Days

2.4. Design Technical Auditing

Required Activity		Small Task Under Audit	Medium Task Under Audit	Big Task Under Audit	Major Task Under Audit
Preliminary Design	**Submission of Preliminary Report**	8 Business Days	8 Business Days	12 Business Days	12 Business Days
	Discussions with the relevant designers and/or other relevant Parties	5-7 Business Days	5-7 Business Days	5-7 Business Days	5-7 Business Days
	Review comment(s) implementation)	6 Business Days	6 Business Days	6 Business Days	6 Business Days
	Submission of Summary Report and recommendations (including discussions where needed)	1 Business Day	1 Business Day	2 Business Days	2 Business Days
Detailed Design	**Submission of Preliminary Report**	10 Business Days	10 Business Days	16 Business Days	16 Business Days
	Discussions with the relevant designers and/or other relevant Parties	8 Business Days	8 Business Days	10 Business Days	10 Business Days

Required Activity		Small Task Under Audit	Medium Task Under Audit	Big Task Under Audit	Major Task Under Audit
	Review comment(s) implementation)	6 Business Days	6 Business Days	6 Business Days	6 Business Days
	Submission of Summary Report and recommendations (including discussions where needed)	1 Business Day	1 Business Day	1 Business Day	1 Business Day

** Follow-up activities following the submission of the Summary Report will be managed by the consultant in accordance with the provisions set in section 5.2.5 of **Appendix 2** *(Scope of Services)* of the Agreement.

2.5. Technical Auditing of Tender Documents

Required Activity	Small Tender(s)	Medium Tender(s)	Big Tender(s)	Major Tender(s)
Submission of Preliminary Report	10-12 Business Days	12-15 Business Days	15-21 Business Days	21-28 Business Days
Discussions with the relevant designers and/or tender manager(s) and/or other relevant Parties	5-7 Business Days	6-8 Business Days	8-12 Business Days	10-14 Business Days

Required Activity	Small Tender(s)	Medium Tender(s)	Big Tender(s)	Major Tender(s)
Review comment(s) implementation)	3 Business Days	3 Business Days	5 Business Days	5 Business Days
Submission of Summary Report and recommendations (including discussions where needed)	2 Business Days	2 Business Days	3 Business Days	3 Business Days

** Follow-up activities following the submission of the Summary Report will be managed by the consultant in accordance with the provisions set in section 5.2.5 of **Appendix 2** *(Scope of Services)* of the Agreement.

2.6. Technical Auditing of Construction

2.6.1. Routine audits will be carried out frequently and will take a few hours or days. Upon completion, the TAT shall provide reports of such audits, including NCRs and recommendations for amending such NCRs.

2.6.2. On main stage-gate and sub-stage completion, thorough audits shall be carried out; the timetable is set below:

Required Activity		Small Task Under Audit	Medium Task Under Audit	Big Task Under Audit	Major Task Under Audit
Construction or civil engineering works related to engineering	**Submission of Preliminary Report (including NCRs)**	5-10 Business Days	8-12 Business Days	10-15 Business Days	13-16 Business Days
	Discussions about the findings (including ways for repairing	2-4 Business Days	2-4 Business Days	3-6 Business Days	3-6 Business Days

Required Activity		Small Task Under Audit	Medium Task Under Audit	Big Task Under Audit	Major Task Under Audit
	the defects) with the relevant contractor and/or Concessionaire and/or PMC(s) and/or other relevant Parties				
	Review comment(s) implementation (including completion of amending the NCRs)	3 Business Days	3 Business Days	4 Business Days	4 Business Days
	Submission of Summary Reports (including NCRs and recommendation(s) for the way forward)	2 Business Days	2 Business Days	2 Business Days	2 Business Days
Fit-Out, Equipment Procurement and Installation	**Submission of Preliminary Report (including NCRs)**	5-10 Business Days	8-12 Business Days	10-15 Business Days	13-16 Business Days
	If FAT is needed	3-5 Business Days	3-5 Business Days	5-7 Business Days	5-7 Business Days
	Discussions about the findings (including ways for repairing the defects) with the relevant	5-7 Business Days	5-7 Business Days	5-7 Business Days	5-7 Business Days

Required Activity		Small Task Under Audit	Medium Task Under Audit	Big Task Under Audit	Major Task Under Audit
	contractor and/or Concessionaire and/or PMC(s) and/or other relevant Parties				
	Review comment(s) implementation (including completion of amending the NCRs)	4-5 Business Days	4-5 Business Days	5-6 Business Days	5-6 Business Days
	Submission of Summary Reports (including NCRs and recommendation(s) for the way forward)	2 Business Days	2 Business Days	3 Business Days	3 Business Days
Manufacturing and/or Procurement	**FAT/FAI review**	3-7 Business Days	3-7 Business Days	5-10 Business Days	7-12 Business Days
	Submission of Preliminary Report (including NCRs)	4-5 Business Days	4-5 Business Days	7-9 Business Days	7-9 Business Days
	Discussions about the findings (including ways for repairing the defects) with the relevant	3-5 Business Days	3-5 Business Days	5-7 Business Days	5-7 Business Days

Required Activity		Small Task Under Audit	Medium Task Under Audit	Big Task Under Audit	Major Task Under Audit
	contractor and/or Concessionaire and/or PMC(s) and/or other relevant Parties				
	Review comment(s) implementation (including completion of amending the NCRs)	5-6 Business Days	5-6 Business Days	7-9 Business Days	7-9 Business Days
	Submission of Summary Reports (including NCRs and recommendation(s) for the way forward)	2 Business Days	2 Business Days	3 Business Days	3 Business Days

** Follow up activities following the submission of the Summary Report will be managed by the consultant in accordance with the provisions set in section 5.2.5 of **Appendix 2** *(Scope of Services)* of the Agreement.

2.7. Testing and Commissioning (T&C) Products and Processes Audits

Required Activity	Small Task Under Audit	Medium Task Under Audit	Big Task Under Audit	Major Task Under Audit
Submission of Preliminary Report (including	5-7 Business Days	7-9 Business Days	10-12 Business	10-12 Business

Required Activity	Small Task Under Audit	Medium Task Under Audit	Big Task Under Audit	Major Task Under Audit
NCRs items)			Days	Days
Discussions about the report (including ways for repairing the NCRs items) with the relevant contractor(s) and/or Concessionaire(s) and/or PMC(s) and/or other relevant Parties	4-6 Business Days	5-7 Business Days	5-7 Business Days	5-7 Business Days
Review comment(s) implementation (including completion of amending the NCRs items)	3 Business Days	3 Business Days	4 Business Days	4 Business Days
Submission of Summary Reports (including NCRs and recommendation(s) for the way forward)	2 Business Days	2 Business Days	2 Business Days	2 Business Days

** Follow-up activities following the submission of the Summary Report will be managed by the consultant in accordance with the provisions set in section 5.2.5 of **Appendix 2** *(Scope of Services)* of the Agreement.

2.8. Quality Assurance of Operation and Maintenance (O&M)

Required Activity	
Submission of Preliminary Report (including NCRs items)	10-20 Business Days
Discussions about the report (including ways for repairing the NCRs items) with the relevant operator(s) and/or contractor(s) and/or Concessionaire(s) and/or PMC(s) and/or	6-10 Business Days

Required Activity	
other relevant Parties	
Review comment(s) implementation (including completion of amending the NCRs items)	3-6 Business Days
Submission of Summary Reports (including NCRs and recommendation(s) for the way forward)	2-4 Business Days

** Follow-up activities following the submission of the Summary Report will be managed by the consultant in accordance with the provisions set in section 5.2.5 of **Appendix 2** *(Scope of Services)* of the Agreement.

Appendix 5 – Software Requirements and Document Control

1. Introduction

The Digital Chapter for the Consultant tenders outline a comprehensive framework for consultants tasked with quality assurance and compliance monitoring throughout both the Project lifecycle and the subsequent asset lifecycle. As an integral part of NTA Digital Strategy, this chapter establishes foundational standards, processes, and tools for information management and digital collaboration, supporting the seamless development and management of the Metro infrastructure. This document complements the broader **Project Information Requirements (PIR)**** documentation, which provides detailed guidance on BIM Execution Plans (BEP), Levels of Information Need (LOIN), Pre-Qualification Requirements (PQR), the submission process etc. – see the table below:

Table 1 PIR Documents**:

PIR – Project information requirements
PIR – Appendix A- Role responsibilities and qualification definitions
PIR – Appendix E1- PIM quality requirements, control and assurance
PIR – Appendix G- BIM tools
PIR – Appendix D - LOIN specification
PIR – Appendix B1 -BEP template
PIR – Appendix B2 -SMPS guidelines
PIR – Appendix C2 -Clash matrix
PIR – Appendix C4-Geographic Reference system unit
PIR – Appendix C5 -Metro - TLV - BIM - Parameteters and codification
PIR – Appendix C6 -Metro - TLV - model register
PIR – Appendix E2 - Metro - TLV - BIM -PQR template
PIR – Appendix E3 - BIM - model submission process ,mannual and PQR
Authoring tools templates (C3)
PIR_Appendix F – Information exchange diagram
PIR_Appendix T3 – Digital Chapter for Contractor Tenders Rev 0.1

** At this stage of the tender, access to the PIR documentation in Aconex is not required. Instead, bidders can refer to the relevant sections of ISO 19650 to understand the overarching principles. The full PIR documentation, including guidance specific to this Project, will be made available to the Successful Bidder following the issuance of the Letter of Award. The Consultant should adapt to evolving project requirements, including updated EIR standards during project progression.

1.1. Scope of Digital Requirements

The Metro digital framework integrates incorporates advanced uses of Building Information Modeling (BIM), the Common Data Environment (CDE), Electronic Document Management Systems (EDMS) such as Aconex, Project Information Model (PIM), Asset Information Model (AIM), and, where applicable, Digital Twin (DT) technology. These elements work in unison to create an integrated environment that supports efficient design, construction, and lifecycle management. The CDE will serve as the backbone of this ecosystem, enabling a high level of connectivity and traceability that enhances project performance and operational sustainability.

1.2. Consultant Responsibilities Across Project Phases

Consultants are tasked with ensuring all digital assets adhere to defined standards and contribute to a cohesive and sustainable information structure. Starting from the early design phase, data structures and models are integrated into the CDE, expanding and evolving through subsequent phases. Key consultant roles include:

- Validating compliance with lifecycle models (PIM, AIM)
- Validating traceability and adherence to Exchange Information Requirements (EIR)
- Validating the compliance of periodic and real-time data streams.

1.3. Strategic Alignment and Compliance

Consultants play a critical role in aligning digital deliverables with the broader project strategy. Their role includes verifying adherence to ISO 19650, ensuring project data remains adaptable, and supporting the following strategic objectives:

Efficiency and Optimization: Validate digital submissions to reduce waste, optimize workflows, and align with cost-effective delivery

Lifecycle Consistency Verify the alignment of project deliverables with lifecycle models (PIM, AIM) to support ongoing asset management and operational readiness.

Risk Management and Compliance: Ensure accurate traceability through tools like DOORS and Aconex, supporting safety, regulatory adherence, and operational readiness.

Transparency and Accountability: Validate the accuracy, traceability, and compliance of real-time and lifecycle deliverables to ensure they support stakeholder decision-making and project objectives.

2. Information Modeling Framework

The information modeling framework ensures structured progression from design through operations, adhering to the principles outlined in the Digital Chapter for Contractors' Tenders. Core components like the Project Information Model (PIM) and Asset Information Model (AIM) form the foundation, ensuring alignment with lifecycle requirements, compliance with NTA's Digital Strategy, and traceability to all requirements managed in DOORS.

For detailed requirements related to model submissions, documentation, and integration workflows, refer to the Digital Chapter for Contractors' Tenders. At this stage of the tender, direct access to the Digital Chapter may not be available. In such cases, consultants are advised to adhere to the principles of ISO 19650 and align their submissions with the general requirements outlined in this annex. The full Digital Chapter will be made available to the selected consultants upon contract award.

Consultants are responsible for validating compliance and ensuring consistency across lifecycle stages, including readiness for future Digital Twin (DT) integration.

2.1. Project Information Mode (PIM)

The PIM represents the dynamic state of the project during design and construction, integrating models, updates, and validated data submissions.

Consultant Role: Verify PIM compliance with BEP, EIR, and LOIN standards at project milestones while ensuring traceability to requirements stored in DOORS.

2.2. Asset Information Model (AIM)

The AIM consolidates asset data, including specifications, maintenance schedules, and performance metrics, to support ongoing operations and maintenance.

Consultant Role: Validate AIM deliverables for operational consistency, alignment with strategic objectives, and compliance with all related requirements in DOORS, including strategic goals and project-specific targets.

2.3. Integration Across Models

Consultants ensure the seamless integration of PIM and AIM with periodic and real-time data to maintain accuracy and support project goals.

Consultant Role: Ensure traceability, compliance, and readiness for future phases, including potential Digital Twin implementations.

3. Validation and Quality Assurance Processes

Consultants play a critical role in validating project data to ensure accuracy, integration with lifecycle models, traceability to DOORS requirements, and compliance with established standards. Validation includes information containers (refer the Information Container clause in the Digital Chapter for Contractors' Tenders) submissions, ensuring they align with PIM and AIM models, and reviewing documentation for adherence to BEP and CDE protocols. Through these processes, consultants help maintain the integrity and consistency of the project's digital framework.

4. Requirements Management and Traceability in DOORS

The Metro project requires stringent management of project requirements through the **DOORS** system (according to the Programme Digital Strategy). Consultants are responsible for validating that all deliverables, including models, documents, and data, trace back to requirements stored in DOORS. This ensures compliance with lifecycle goals, traceability, and alignment with strategic objectives.

Consultants will ensure that all information containers, such as documents, data, or models, are appropriately linked to at least one requirement in DOORS. Measurement criteria for information requirements must also be validated.

5. Roles and Responsibilities

Consultants are also required to ensure that any documents or deliverables they produce align with the digital framework, maintaining consistency with the standards and methodologies outlined in this chapter.

Stakeholder	Responsibility
Consultant	Validate data submissions, ensure proper use of information containers, and verify traceability to lifecycle models and requirements in DOORS
Line Manager	Ensure consultant submissions comply with lifecycle models and validate integration into project systems
NTA	Define DOORS requirements, establish quality assurance standards, and oversee consultant validations.

6. Document Management in EDMS Tool

Aconex (documents management app defined by the digital strategy) serves as the central platform for managing all project documents, communications, and approvals. Consultants are responsible for verifying compliance with document control standards and validating traceability within Aconex.

6.1. Document Submission

Consultants will review all project documents submitted via Aconex, including RFIs, submittals, and drawings, ensuring that they are categorized correctly and updated to the latest revision.

Consultant Responsibility: Validate that documents adhere to metadata requirements and traceability standards. Ensure alignment with lifecycle deliverables stored in Aconex.

6.2. Compliance Reporting

Consultants oversee the validation of compliance reports submitted through Aconex, ensuring they meet document control standards and address outstanding actions.

Consultant Responsibility: Validate the content and completeness of monthly document control compliance reports. Verify alignment with project objectives and traceability protocols.

7. Software and Management Systems Usage

7.1. List of Software and Purchase Requirements

7.1.1. Table 1 Software to be Purchased Independently by the Consultant

Software	Required Version	Purpose
Microsoft Office	2019 or later, or 365	Preparing reports, documents, calculations, and presentations.
AutoCAD	2020 or later	Technical drawing and design for engineering projects.

7.1.2. Table 2 NTA Purchased Software

Software	Number of Users	Purpose
SAP - ERP System	1	Managing payments, accounts, and change orders in the project.
Aconex	Unlimited	Document management, correspondence, and workflow processes.

7.1.3. Instructions for Consultant Types

Consultant Type	Software Usage
Consultants working with Consultant Portal only	Must use the software listed in Table 1.
	Limited use of the software in Table 2, as per NTA's instructions.
Consultants working with all NTA systems	Must use the software listed in both tables:
	Table 1: Independent purchase.
	Table 2: Software provided by NTA at the Consultant's expense.

7.2. Purchase and Maintenance Requirements

Independent Purchase (TPS): The Consultant is responsible for purchasing the software listed in **Table 1**, including license management, maintenance, and updates.

Software Provided by NTA: To performing actions in the NTA's SAP system and the dedicated modules for these actions, NTA will provide the consultant, at its own expense, with a single license to carry out any activity that requires access to NTA systems and obtaining an SAP license and digital signature.

If the consultant requests additional licenses, they will be responsible for the cost of those licenses and their annual maintenance fees. These costs will be deducted from the consultant's accounts.

The cost of the licenses will be updated from time to time according to the rates paid by NTA to the relevant companies for these services.

7.3. SW Technological Updates and Upgrades

Clause	Details
Upgrade Definition	An upgrade includes the installation of a new or updated version of the software, adding new functionalities or improving performance. Upgrades may incur additional costs for the Consultant.
Update Definition	An update includes bug fixes, error corrections, or improvements to ensure the proper functioning of the software. Updates are typically covered under software maintenance at no extra cost to the Consultant.

Clause	Details
End of Life (EOL) Policy	The Consultant must ensure that no "End of Life" (EOL) software or systems are used during delivery of service. EOL refers to software or hardware no longer supported by the manufacturer or developer.
Responsibility for EOL Systems	If a system or software reaches its EOL status during the contract period, the Consultant must upgrade or replace it at their own expense, ensuring compliance with NTA requirements.
Consultant Responsibility for Upgrades	The Consultant must bear the costs of necessary upgrades for the software they purchase or are provided by NTA, as outlined in the contract.
NTA Rights	NTA reserves the right to update, upgrade, or add software as needed, at its sole discretion, with minimum requirements communicated to the Consultant in advance.

7.4. Technological Updates and Upgrades

Clause	Details
Returning Documents and Information	Within 30 days of the end of the license term or contract (or any other period specified in the contract, whichever comes first), the Consultant must return all documents and information related to the software to NTA.
Prohibition on Further Use	The Consultant is prohibited from using the information or documents after the expiration of the license or contract.

7.5. General Instructions for Consultants Not Using NTA Systems

Clause	Guidelines
Use of Licensed Software	The Consultant must operate only legally licensed software.
Software Purchase	Software must be purchased by the Consultant at their own expense.
Version Compliance	All software must comply with the version used by NTA.
Updates and Changes	NTA reserves the right to update, add, or upgrade software at its sole discretion.

Clause	Guidelines
Report and Document Submission	Reports must be submitted in both the original editing format (e.g., Word) and PDF format.
	Reports containing multiple files from different applications must be directly converted to PDF from the software's electronic output.
	The files must be merged into a single PDF file and not created by scanning printed copies.
	The Consultant is solely responsible for conversion and merging of the files.
Data Backup	The Consultant must perform data backups at least once a week.
	Backup depth must allow data recovery for a period of at least 7 years, as per NTA guidelines.
	Backups must be conducted using secure methods and remain accessible for restoration if needed.
Information Security	Backups must comply with the guidelines and policies outlined in NTA's Information Security appendix.
Media Check	Any media transferred to NTA for service purposes must be scanned for viruses prior to submission.
Consultant Obligations	The Consultant must ensure that all employees comply with the instructions in this appendix.

7.6. Use of NTA-Managed Software Tools

Clause	Details
Types of Licenses	Some licenses will be "named" (specific to certain users).
	Some licenses will be "site-wide" (organizational).
	System usage must comply with NTA's and software providers' licensing policies.
Pricing Agreements	Some software is purchased based on the number of users or service periods.

Clause	Details
Connection Requirements Updates and Additional Requirements	Pricing will be updated based on project needs and changes.
	Some software operates online and requires appropriate internet speed and updated browsers.
	Some software requires encrypted access installation, such as VPN.
	NTA reserves the right to require browser updates.
Training	NTA may request upgraded internet speeds and participation in version update tests.
	Training sessions will be held at least twice a year at NTA or Consultant offices.
	The Consultant must ensure employees are familiar with data systems and requirements.
Future Additions and Changes	NTA reserves the right to add or upgrade software beyond those listed in the tables.
Privacy of Information	Some systems allow the Consultant to manage internal documents while maintaining data privacy as part of the software licensing payment.
End of Life Compliance	The Consultant must ensure that all systems or software used for service delivery are not at "End of Life" (EOL) status. Systems nearing EOL must be reported to NTA in advance for planning and upgrades.

Appendix 6 – Information Security Requirements

1. **Definitions**

In this Appendix, the following terms shall bear the following meanings:

1.1. **Information Assets** – A file, record, database, or a physical copy, containing information created or received in the framework of the ongoing operations of NTA and which is valuable for the proper functionality thereof.

1.2. **Information Security** – All steps and measures necessary to ensure that the Integrity, Availability, reliability, Confidentiality and survivability of Information Assets will be preserved.

1.3. **Confidentiality** – A demand that access to information shall be limited solely to personnel with predefined roles and given permissions accordingly.

1.4. **Integrity** – A requirement that information will be complete, reliable and accurate throughout its life cycle.

1.5. **Availability** – A requirement that the information will be available to authorized users when they need it.

1.6. **Sensitive Information or Confidential Information** – Information which if revealed to unauthorized parties may cause a security risk, privacy infringement, significant business damage to NTA, or constitute a violation under Law.

1.7. **Security Incident** – Any occurrence of a Confidentiality, Integrity or Availability violation, or a potential violation, with respect to NTA's Information Assets. Security Incidents shall include both intentional and accidental violations and violations caused by an external attack or an internal factor.

1.8. **NTA's Information Environment** – NTA's Information Assets and all infrastructure, devices and components which allow access to such or in which such are created, saved, processed, or transmitted.

1.9. **Business Need** – A need arising from the duties and/or obligations to perform the Services.

1.10. **Secure Channel** – Protected communication path that can prevent third-party interception or corruption of signals flowing through such.

2. **NTA's Information; Security Requirements**

2.1. **General Requirements**

2.1.1. The Consultant shall define an Information Security policy compliant with all Laws, the requirements of any Authority and best applicable practice. The Information Security policy shall be applied by the

Consultant, the Consultant's Staff and any other person or entity involved in the provision or performance of the Services which has access to NTA's Information Environment.

2.1.2. The Consultant shall appoint a designated member of the Consultant's Staff to be responsible for NTA's Information Security.

2.1.3. The Consultant shall be responsible for preventing leakage of NTA's Information Assets to unauthorized parties.

2.1.4. The Consultant shall immediately notify NTA of any Security Incident or suspected Security Incident. NTA and the Consultant shall cooperate in the investigation and treatment of any such Security Incident.

2.1.5. Upon NTA's prior request, the Consultant shall permit and allow NTA and any and all of its agents and representatives to monitor, review, assess, audit and/or verify compliance with the requirements set forth herein. The Consultant shall cooperate with any such monitoring, review, assessment, audit and/or verification and shall grant access to any and all documents and records relevant to such.

2.1.6. Where encryption is required, encryption methods and keys shall be in accordance with best applicable practices and shall be approved in advance by NTA.

2.2. **Human Resources Information Security**

2.2.1. Subject to all applicable Law, the Consultant shall be responsible for performing background checks of anyone on its behalf authorized to access NTA's Information Environment.

2.2.2. The Consultant shall perform and implement activities to raise awareness of Information Security by all persons and entities involved in the provision and performance of the Services.

2.2.3. The Consultant shall ensure cancellation of privileges and return of records, documents, Deliverables, information and data containing NTA's Information Assets by any member of the Consultant's Staff upon completion of his/her role in the provision and performance of the Services or upon his/her replacement.

2.3. **Physical Security**

2.3.1. All components and devices where NTA's Information Assets are stored and processed shall be protected from environmental damage (flood, fire, etc.) in accordance with recognized international standards.

2.3.2. Physical access to NTA's Information Environment shall be limited to persons and entities with Business Needs. NTA's Information Environment shall be protected from access by unauthorized parties by an access control arrangement (cards, controlled doors, credential management, etc.).

2.3.3. Hard copies of NTA's Information Assets and removable media containing the information shall be stored securely.

2.3.4. Hard copies of NTA's Information Assets and removable media containing obsolete information shall be shredded or destroyed in a way that will prevent and disable the possible restoration of the information.

2.4. **Transfer of Sensitive Information between the Consultant and NTA**

2.4.1. The transfer of digital data between the Consultant and NTA or between the Consultant and anyone on its behalf shall be implemented via a Secure Channel only, to be defined and agreed upon with NTA in advance.

2.4.2. Information on physical means (hard copy, removable media) shall be given directly to an NTA representative or via a transfer process to be defined and agreed upon in advance with NTA.

2.4.3. Data delivered on removable media must be encrypted. The encryption key shall be provided to the receiving party separately.

2.4.4. When copying data to removable media, the Consultant shall ensure the effective deletion of all copies on the Consultant's infrastructure.

2.5. **Information Storage**

2.5.1. In general, all information shall be stored on the Consultant's internal network servers rather than at the endpoints.

2.5.2. Where there is a Business Need to keep sensitive NTA Information Assets on a laptop, the files or the hard drive must be encrypted.

2.5.3. Upon the expiry, completion, termination, or cancelation (as the case may be) of the Agreement, the Consultant shall ensure the transfer and return of all NTA's Information Assets and shall permanently delete all copies from the servers of the Consultant. A record (log) of the deletion of information shall be saved by the Consultant.

2.6. **Backup and Recovery**

2.6.1. The Consultant is responsible for all data backups. Backups containing Sensitive Information shall be secured and accessed only pursuant to Business Needs.

2.6.2. Where backup media is encrypted, the encryption keys shall be stored separately from the media.

2.6.3. The Consultant shall develop, define, and maintain business continuity and disaster recovery plans.

2.7. **Network Security**

2.7.1. Access to NTA's Information Environment will be possible only through a secure connection using Multi-Factor Authentication.

2.7.2. It is highly recommended that access to NTA's Information Environment shall be implemented through LAN communication only. If Wi-Fi access is needed, the following actions shall be taken to keep security risks to a minimum:

2.7.2.1 The Wi-Fi network shall be separated from the non-relevant network segments;

2.7.2.2 No Access shall be approved from the Wi-Fi segment to the internet;

2.7.2.3 Default routers management passwords shall be changed to meet the minimum requirements described in the user access paragraph;

2.7.2.4 Wi-Fi routers remote management access shall be disabled;

2.7.2.5 SSID broadcast shall be disabled;

2.7.2.6 Updated encryption algorithm with a complex passphrase shall be used;

2.7.2.7 Logs and monitors shall be applied for the Wi-Fi network.

2.7.3. NTA's Information Environment shall be separated either physically or logically from the environments of other customers.

2.7.4. NTA's Information Environment shall be protected by the following security mechanisms at a minimum:

2.7.4.1 Network firewall - traffic shall be enabled only pursuant to a Business Need;

2.7.4.2 Intrusion Prevention/Detection System (IPS/IDS);

2.7.4.3 Web Proxy Servers;

2.7.4.4 DDOS Protection;

2.7.4.5 Application Firewall (for applications exposed to the internet);

2.7.4.6 DLP – Data Loss Prevention;

2.7.4.7 File filtering mechanism;

2.7.4.8 Control and limit access to suspicious websites online by blacklisting and/or - Web content filtering and/or Category Based Filter and/or anti-malware mechanisms of the relevant protocols.

2.8. **Access Control**

2.8.1. Accessing NTA's Information Environment will require authentication and shall be limited to a Business Needs basis.

2.8.2. User privileges shall be allocated according to need and according to business principles "need to know" and "least privilege".

2.8.3. Strong privileged user accounts (e.g. administrator) will be allocated to the minimum required number of users. The use of such accounts shall be audited and monitored.

2.8.4. A unique user ID shall be assigned to any authorized person with access to NTA's Information Environment. The use of a group account or a shared account in NTA's Information Environment is prohibited.

2.8.5. The accounts of persons no longer involved in providing the Services shall be blocked or canceled.

2.8.6. The Consultant shall enforce a strong password policy:

2.8.6.1 Passwords length will be at least eight (8) characters;

2.8.6.2 Passwords shall contain a combination of uppercase and lowercase letters, numbers and symbols.

2.8.7. Replacement of the initial password (provided by the network administrator/system) will be enforced. A permanent password will be generated immediately after the first login.

2.8.8. Password replacement will be enforced every three (3) months, at the least. The user will be required to choose a new password which is not identical to one of his/her last three (3) passwords.

2.8.9. Cryptographic protection for passwords will be implemented, both in storage and in transit. The protection method will be congruent to the latest recommendations in the field.

2.8.10. Inactive session shall be terminated automatically after twenty (20) minutes. Reconnection shall require the user to log in again.

2.8.11. User accounts shall be locked after six (6) failed access attempts. Unlocking shall be possible only after the elapse of not less than thirty

(30) minutes or by an administrator, after completion of user authentication.

2.8.12. All remote access connections to NTA's Information Environment will be on an encrypted channel (such as SSL VPN) and shall require multi-factor authentication. For example, a user password + MFA.

2.9. **Servers and Endpoint Security**

2.9.1. The Consultant shall configure and harden all servers and endpoints used for NTA's Information Environment in accordance with manufacturers' instructions or best applicable practices, all as shall be approved in advance by NTA.

2.9.2. Applications, services, ports, modules, components, etc., which are not defined as necessary for operation shall be blocked or disabled.

2.9.3. All default vendor accounts and passwords for all components on NTA's Information Environment (operating system, software components, communications components, etc.) shall be removed or blocked and replaced with designated accounts of the Consultant and strong passwords.

2.9.4. Critical security updates for software components and operating systems in NTA's Information Environment shall be installed upon their date of publication and by no more than thirty (30) Days thereafter. Non-critical updates shall be installed in a timely manner.

2.9.5. Automated tools for protection against malware shall be installed on all servers and endpoints in NTA's Information Environment. The Consultant shall ensure that the tools are updated at all times.

2.9.6. Control and limitation of software installation on endpoints connected to NTA's information environment (application control) shall be implemented.

2.9.7. The autorun feature shall be blocked on both servers and endpoints.

2.9.8. A personal firewall shall be activated at all endpoints. Devices that connect to NTA's Information Environment shall be under the consultant's control and management, including control over the configuration settings, the installed software, and the level of security patch updates.

2.10. **Removable Media Usage**

2.10.1. Removable media use on NTA's Information Environment shall be allowed only pursuant to the "software whitening" process (scanning and filtering files prior to their placement in the information environment).

2.10.2. Removable media containing information classified as Confidential Information shall be encrypted.

2.11. **Monitoring & Control**

2.11.1. The events log shall record, at minimum, the server's operating system, service application (where relevant), and security mechanisms (firewall, IDS / IPS, Application Firewall, Web Proxy, anti-malware, DLP).

2.11.2. Event logs shall include the following events at a minimum:

2.11.2.1 Successful and failed login attempts;

2.11.2.2 Disconnection from the system;

2.11.2.3 All actions performed by a privileged user;

2.11.2.4 Any actions taken in the accounts and authorization management mechanism;

2.11.2.5 Events detected by security tools and mechanisms.

2.11.3. The following information must be stored for each event:

2.11.3.1 User ID;

2.11.3.2 Timestamp (Time & Date);

2.11.3.3 Event name / Performed action

2.11.4. Log records shall be retained for a period of at least six (6) months.

2.11.5. Log modifications or deletion of logs by users, including users with administrative privileges, shall not be permitted or enabled.

2.11.6. Manual or automatic review of the logs to identify unusual events shall be performed.

Appendix 7 – Quality Assurance Guidelines

1. NTA attributes great importance to the quality of work and services provided to and/or for the public, with an emphasis on maintaining the health and safety and preventing damage to the environment and natural resources.

2. To this end, NTA has adopted the following standards: ISO9001 (Quality Management Standard), ISO14001 (Environmental Management Standard) and ISO45001 (Occupational Health and Safety Management Standard). In addition, NTA maintains an integrated management system (for quality, safety, and environment).

3. The integrated management system adopted by NTA aims to minimize the rate of malfunctions and to prevent non-conformance to public requirements, accepted standards and requirements under Law.

4. For this purpose, without limiting or derogating from any provisions of the Agreement and as an integral part of the Consultant's responsibilities and obligations under and pursuant to the Agreement and Law, the Consultant is required to comply with the following (non-exhaustive) "Quality Assurance Guidelines" as defined by NTA:

   4.1. The Consultant shall employ quality assurance (QA) and quality control measures (QC) in a manner that ensures the quality of the Services throughout the Term of the Agreement.

   4.2. The Consultant shall coordinate with NTA regarding work processes in a manner suiting NTA's policies, procedures, and guidelines, as updated and communicated to the Consultant from time to time. The work processes shall be properly and appropriately adapted by the Consultant to the type of Services to be performed under the Agreement, its scope of responsibilities and obligations under the Agreement, and the Deliverables to be submitted under the Agreement.

   4.3. In all relevant aspects, the Consultant shall meet and comply with the requirements and standards set forth in the latest version of ISO9001 (Quality Management Standard) or any equivalent thereof as may be approved by NTA at its sole discretion.

   4.4. Deliverables submitted by the Consultant shall meet and comply with the quality requirements determined by NTA from time to time at its sole discretion.

   4.5. The Consultant shall implement self-quality control in the provision and performance of the Services and in the preparation and completion of all Deliverables. The Consultant shall maintain documentary evidence of all such self-quality control, which shall be provided to NTA as may be requested by NTA from time to time.

4.6. The Consultant shall prepare, administer, supervise, manage, and monitor the execution of the Services by means of structured processes, which shall include, inter alia:

4.6.1. Administering, supervising, managing, and monitoring of tasks, including documenting main issues addressed, decisions taken, and implementation of the Services;

4.6.2. Meeting defined schedules, timelines, and milestones;

4.6.3. Submitting financial reports, timesheets, bills, invoices, and all related documentation in good order and on time;

4.6.4. Managing risks, foreseeing future issues and preparing accordingly, drawing appropriate conclusions and improving performance accordingly, and taking corrective and preventive actions;

4.6.5. Innovation – Deliverables/Services provided shall include innovations and innovative solutions, to the extent possible; and

4.6.6. Using and implementing proper data protection and supervision of computer and electronic files (including virus prevention and data backup).

5. It is hereby clarified that the above list is not exhaustive and that NTA will be entitled to add to the quality requirements specified above or to change them as necessary and according to the actual Services provided, all at NTA's sole discretion.

6. It is hereby further clarified that compliance with these Quality Assurance Guidelines shall not exempt the Consultant from its absolute responsibility for the content and quality of the Services, nor relieve or release it from fully and properly executing and fulfilling all of its responsibilities and obligations under and pursuant to the Agreement and Law.

7. NTA and/or anyone on its behalf may perform any number of external audits of the Consultant's activities with respect to the Agreement. In accordance with the findings of these audits, the Consultant shall carry out necessary corrective and prevention actions.

8. NTA is entitled to carry out any number of internal evaluation surveys for the purpose of evaluating and measuring the performance of the Consultant, which are intended to improve the management of the Consultant from an internal organizational perspective, stimulate dialogue, and coordinate expectations between NTA and the Consultant.

*****

<u>Appendix 8 – Performance Security</u>

Date: _______

To:

N.T.A. – Metropolitan Mass Transit Systems Ltd.

1 Azrieli Center, Harokmim and Halahav Street

Building A, 9th Floor

<u>Holon, Israel</u>

Re: **<u>Letter of Guarantee No. (Performance Guarantee)</u>**

Contract no _________ dated ___________for ______________ (the "Contract")

Pursuant to the request of _________________ (the **"Consultant"**), we hereby irrevocably, autonomously, and unconditionally guarantee to pay you any amount up to an aggregate amount of US Dollar linked to the Index as provided herein (the "**Guaranteed Amount**").

The "**Index**" – shall mean the Israeli Consumer Price Index.

The "**Basic Index**" – shall mean the Index published in respect of the month [•] of [•] at a rate of [•] points. [***to be completed in accordance with the Base CPI according to relevant currency***]

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

If at the time of payment of any amount under this guarantee, the New Index shall be higher than the Basic Index; the Guaranteed Amount shall be calculated as increased at a rate equal to the rate at which the New Index has increased in comparison with the Basic Index. If it transpires that the New Index is equal to the Basic Index or lower therefrom, the Guaranteed Amount shall remain unchanged.

Immediately following receipt of your first written demand, we shall pay you any amount required in your demand up to the Guaranteed Amount without you being required to substantiate your demand or to demand payment thereof from the Contractor prior thereto and without set off or deduction and free of any fees or taxes, notwithstanding any claims or objections by the Contractor or ourselves or by any other party whatsoever.

Our undertakings pursuant to this Guarantee are autonomous, direct, primary, unconditional, irrevocable obligations, and we hereby confirm that no change in the terms of the Contract and/or any claims in connection with the Contract shall derogate from any of our obligations in connection with this guarantee.

This Guarantee shall expire on [•] [***expiry to be completed in accordance with the validity periods prescribed in the Agreement***] (the "**Expiry Date**"), and any demand thereunder must reach us, in writing, at the offices of the branch signing below, whose address is:

________________________________, not later than the Expiry Date. Any demand reaching us after the Expiry Date or received by us either by fax, e-mail, or any other electronic transmission will not be honored.

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

The Guaranteed Amount shall be reduced by any payment affected by us under this guarantee. The forfeiture of part of this guarantee shall not impair the validity of the part that has not been forfeited.

This Guarantee will not be assigned or transferred by you without our consent except for its assignment or transfer to the State of Israel which will not require our consent.

This Guarantee shall be governed and interpreted by the laws of the State of Israel, and the District Court of Tel Aviv shall have exclusive jurisdiction in connection with it.

Yours faithfully,

____

Appendix 9 – Insurance

1. Without derogating from the Consultant's responsibility under the terms of this Agreement or of any Law, the Consultant represents and warrants that it shall maintain at its sole expense, during the period of this Agreement, and in respect of Professional Liability Insurance, for an additional period of at least seven (7) years, the following insurance policies with reputable first-class insurers:
   1.1. Third-Party Liability Insurance covering the legal liability of the Consultant and its employees in connection with this Agreement towards third parties for physical injuries and/or property damages that may arise as a result of the performance of this Agreement. The limit of liability thereof shall not be less than **1,000,000 US$** for any one occurrence and, in the aggregate, for any annual insurance period. The policy shall be extended to indemnify the Owner and / or the State of Israel for their liability due to any act or omission of the Consultant in connection with the services, subject to a "cross liability" Section.
   1.2. Employers' Liability Insurance and/or Workers' Compensation (as applicable) cover liability towards any and all persons engaged by the Consultant in any duties connected with this Agreement. The policy shall be extended to indemnify the Owner and/or the State of Israel, as the consultant's employees will be considered employees of the Owner and/or the State of Israel.
   1.3. Professional Liability Insurance covering the legal liability of the Consultant as a result of any negligent act, error, or omission of the Consultant, its employees, agents, or other parties that may be engaged by the Consultant in connection with this Agreement arising out of the performance of this Agreement. The limit of liability thereof shall be no less than **10,000,000 US$** for any one occurrence and, in the aggregate, for any annual insurance period. The retroactive date must coincide with, or precede, the commencement of the Agreement;
   The policy shall be extended to indemnify the Owner and / or the State of Israel for their liability due to any act or omission of the Consultant in connection with the Agreement, subject to a "cross liability" Section.
2. The Consultant's insurances required under this Section are primary and precedent to any of the Owner and/or the state of Israel insurances, and the Consultant's insurers shall waive their right to contribution from any of the Owner and/or the state of Israel insurers with respect to any damage covered by the Consultant's insurance policies.

3. The insurance policies shall include a waiver of subrogation against the Owner and / or the State of Israel. The waiver of subrogation shall not apply to the benefit of any natural person who causes malicious damage.

4. The Consultant insurance policies will include an explicit stipulation according to which the Consultant and/or the insurer are not entitled to cancel them and/or decrease their scope, unless the insurer sends the Owner notification by registered mail 60 days in advance, of its intention to do so.

5. The Consultant represents and warrants that it shall not have any claims, demands and/or actions against the Owner and/or anyone on its behalf and/or the state of Israel, concerning damage to its property or other property used in performing services. The foregoing shall not apply for the benefit of anyone who caused damage with malicious intent.

6. The Consultant waives and shall have no claims or demands of any kind against the Owner and/or anyone on its behalf, with respect to the content and/or extent and/or coverage of the insurance policies required to be purchased by it under this Section, and the Consultant hereby confirms that it shall be prevented from raising any such claim or demand. For the avoidance of doubt, it is agreed that the insurance policies required to be purchased under this Section, including the limits specified herein, are stated as a minimal demand from the Consultant. The Consultant is encouraged to further scrutinize its exposure to liability and to add and/or increase the types and scope of insurance coverage.

7. The Consultant shall bear any and all insurance premiums and deductibles stated in the insurance policies for each and every claim so that the Owner shall receive full recovery of each loss.

8. The Consultant undertakes to submit to the Owner signed copies of the Consultant's insurance policies, or a certificate of insurance, within 7 days of the signing of this Agreement.

9. In the event that any insurance policy is due to expire or lapse prior to the end of the required validity period as specified in clause 1 above, at least thirty (30) Days prior to the date on which it is due to expire or lapse, the consultant shall: (i) renew and extend the applicable insurance policy; and (ii) provide the owner with a duly renewed and extended certificate of insurance or insurance policy document in respect of the applicable insurance policy.

10. However, notwithstanding the foregoing, the Owner shall nevertheless be and remain entitled, at his sole discretion, to require that the Consultant will submit both the certificates of insurance and the insurance policy documents (signed by its insurer/insurance broker).

11. In all cases of incompatibility between the Consultant's insurance policies / certificates of insurance, which is stated in this Agreement, the Consultant

undertakes to make the appropriate changes so as to ensure their compatibility with the terms of this Agreement, within 7 days of the Owner's request. It is hereby agreed that presentation of the policies to the Owner and/or changes made to the policies do not constitute Owner's confirmation with regard to their conformity and they do not in any way constitute Owner's approval with regard to their conformity. Furthermore, such presentations or changes do not in any way limit or restrict the Consultant's responsibility towards the Owner under the terms of this Agreement and/or any other Law and they do not incur any liability upon the Owner.

12. Breach of terms of any insurance policy by Consultant's and/or anyone acting on its behalf shall not prejudice the owner's indemnity in accordance with the insurance policies.

<u>Appendix 10 – Confidentiality Undertaking</u>

(To be executed by each Personnel employed by the Consultant (including its Sub-Consultant if approved by the Owner) in accordance with the provisions of Clause 12 (Conflicts of Interest) of the Agreement)

Date: ______________

To:

N.T.A. – Metropolitan Mass Transit Systems Ltd.

1 Azrieli Center, Harokmim and Halahav Street

Building A, 9th Floor

<u>Holon, Israel</u>

Dear Sir / Madam,

Re: <u>Confidentiality Undertaking</u>

1. I, the undersigned, ____________ carrier of ID / Passport / Consultant No. ____________, an employee / an external expert / a subcontractor* of ____________ (the "**Consultant**") which provides services, either directly or indirectly, to NTA - Mass Transit Systems Ltd, ("**NTA**"), hereby undertake, ex officio my role in the Consultant, in providing services to NTA, given my involvement in the Consultant's and the NTA's affairs, to maintain complete confidentiality of all information related to NTA, including any data, survey, document, policy, information of any kind, commercial and professional terms and details related to NTA's activities, which came into my possession through NTA or others associated directly or indirectly with NTA, software and computer applications developed for NTA etc., and not to use them in any manner even after the termination of my work for NTA or the Consultant.
2. I hereby undertake not to copy in any format and/or not to transfer any material or information that came into my possession during my aforementioned work or as a product of my work to any entity, including the NTA-related entities, and not to distribute to any other consultants of NTA other than by NTA or according to its instructions.
3. I hereby undertake not to remove from NTA's offices or the Consultant's offices, without written permission, documents or other material belonging to NTA, and upon finishing my work for NTA in the Consultant's framework or within the Consultant, to return to NTA any document and material in my possession or control, and not to harm NTA's goodwill in any way.
4. The liabilities listed above shall not apply in any of the following cases:

4.1. The information was known to the Consultant prior to receiving it from NTA under the agreement between NTA and the Consultant, without infringement of a commitment of confidentiality made by any entity.

4.2. The information came to the Consultant's possession through a third party without a breach of the agreement between the Consultant and NTA, and the Consultant is not subject to a confidentiality undertaking towards that third party.

4.3. The information is public knowledge, not a result of a breach by the Consultant of the between NTA and the Consultant.

4.4. the information is independently developed (by personnel having no access to the Proprietary Information) by the Consultant without reference to Confidential Information received from NTA.

5. My obligations above were given of my own free will and are irrevocable.

Date: ____________

Signature:_____________________

* *cross out non-appropriate options*

Appendix 11 – Non-Conflict of Interest Undertaking

(To be executed by each Personnel employed by the Consultant (including its Sub-Consultant if approved by the Owner) in accordance with the provisions of Clause 12 (Conflicts of Interest) of the Agreement)

Date: ______________

To:

N.T.A. – Metropolitan Mass Transit Systems Ltd.

1 Azrieli Center, Harokmim and Halahav Street

Building A, 9th Floor

Holon, Israel

Dear Sir / Madam,

Re: Non-Conflict of Interests Undertaking

For the matter of this Non-Conflict of Interest Undertaking, the term "Consultant" shall be deemed to include any affiliated entity, including any entity under the control and any entity exercising control over such respective entities.

I, the undersigned, [***name of Consultant's Personnel, or employee***] __________________ holder of ID / Passport / Company No* ____________, am an employee of ***[name of the Consultant]*** _________________ (the "**Consultant** ").

The undersigned hereby issues this undertaking.

The undersigned hereby warrants, represents, covenants, and guarantees all of the following:

1. That there is no, and there will be no, throughout the term of the Agreement, any conflict of interests between any other activities or obligations of the undersigned or anyone on its behalf and their obligations and undertakings under the Agreement.
2. To refrain from, and to cause, all relevant Personnel (as applicable) to refrain from any action that may involve a conflict of interests between performing the duties under the Agreement and performing any other duty or commitment of the undersigned or anyone on its behalf, directly or indirectly.
3. Not to engage or be engaged, nor to provide services of any kind, directly or indirectly, by itself or by anyone on its behalf, to any other consultants and contractors engaged in connection with the Services or anyone on their behalf.
4. Not to employ or engage, with respect to the Services, any employee, consultant, or expert of NTA (as applicable) who was or still is employed or engaged by NTA without NTA's prior written approval.

5. Not to provide any third party, including other consultants of NTA or anyone acting on their behalf, with any service or information regarding the Services and any other service in connection with any other action pertaining directly or indirectly to the Services, whether the service or such information is provided for a reward or not, except for the Services on behalf of NTA, which expressly apply to it under the Agreement, unless NTA has given its prior written consent to it, given in its sole discretion.
6. To inform NTA about any concern for a possible conflict of interests, in accordance with the provisions of this Non-Conflict of Interests Undertaking and the Agreement, and to act in accordance with NTA's instructions to prevent such conflict of interests.
7. The provisions of this Non-Conflict of Interests Undertaking will remain in full force and effect for an additional period of twenty-four (24) months following the termination of the Agreement for any reason whatsoever, with respect to each and any part of the Services performed by the undersigned under the Agreement, unless NTA directed otherwise in writing following the undersigned's prior written request, at NTA's sole discretion and determination.
8. The Laws of the State of Israel shall apply to this Non-Conflict of Interest Undertaking, its interpretation, and the rights and undertakings of the undersigned, as well as any matter relating thereto or deriving therefrom.
9. The undertakings above are given of my own free will and are irrevocable.

IN WITNESS WHEREOF, I hereby confirm my commitments and undertakings as set forth above.

____

Name: Date: _______________

* *cross out non-appropriate options*

Appendix 12 – List of Advisors to the Tender Committee

1. Simon-Vekslar, Spierer, Maoz Law firm
2. BLK & Company
3. Igal Sagi & Associate, Law Office