

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

Tender 395/2026
Volume 1 – Part I
Invitation to Bid (ITB)
For Professional Consulting Services of
Supervisory Independent Safety Assessment
for the Metro Project (SISA)



#1925-96902974-15346

CONTENTS

Volume 1:

Part I	Invitation to Bid (ITB)
Part II	Threshold Requirements (TR)
Part III	Evaluation Criteria (EC)
Part IV	Tender Forms

Volume 2:

Part V	Services Agreement including Appendices 1–15
---------------	---

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:

Agreement	=	Shall mean the Agreement for rendering the Supervisory Independent Safety Assessment Consulting Services, including all of its annexes, as contained in Volume 2 of the Tender Documents <i>(as may be amended from time to time in accordance with the provisions thereof)</i> .
Bidder	=	Means a consultancy firm or partnership which is a single Entity, submitting a Bid for this Tender.
Bid Submission Date	=	Means as set out in Section 2.8.
Bid	=	The Bid submitted by a Bidder in accordance with the provisions of this ITB.
Clarification Submission Deadline	=	Means as set out in Section 2.8.
Certified Financial Statement	=	Shall mean, for each Bidder: (i) Its audited consolidated financial statement which includes a report signed by the external auditor of the Entity; or, in the absence thereof (ii) its audited solo financial statement which includes a report signed by the external auditor of the Entity. (ii) The financial statement(s) shall be audited in compliance with one of the following accounting standards or any equivalent if approved by the Owner: Israeli GAAP, US GAAP (published by the FASB), International Financial Reporting Standards (including, with respect to the cash flow statements, IAS [International Accounting Standards] No. 7 and IFRS updates), China Accounting Standards (CAS), Chinese ASBE, French GAAP, Hong Kong FRS, Japanese GAAP, Germany IFAD GAAP, South Korea K-IFRS, Australian GAAP, UK GAAP, Ind AS 101 Standard.

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

Consultant	=	Means the Successful Bidder after signing the Agreement with NTA (if the Agreement is signed).
Declared Entity	=	Shall mean an entity: (i) declared pursuant to Section 3 and/or Section 9 of the Law for the Struggle with Iran's Nuclear Program from 2012; and/or (ii) declared pursuant to Section 3 and/or 4 of Law for the Prevention of Distribution and Financing of Weapons of Mass Destruction from 2018; (iii) listed by the Israeli Sanctions Administration ("מטה הסנקציות") according to any applicable Law.
Consulting Services or 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.
Deviation		Shall have the meaning ascribed thereto in Section 9.6 of this ITB.
Entity	=	Shall mean any corporation or partnership, recognized by law within its domicile, excluding individuals.
Interested Party	=	Shall have the meaning ascribed thereto in Section 1 of the Securities Law, 5728-1968 ("בעל עניין").
Law(s)	=	Means the law of the state of Israel including 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 issued by NTA to the Successful Bidder approving the selection of its Bid.
NTA or The Owner	=	N.T.A. – Metropolitan Mass Transit System Ltd .
NTA's Website	=	http://www.nta.co.il/en

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

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, in accordance with Section 5.7 of this Invitation.
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.
PPS	=	Price Proposal Score, according to section 7.5.3 of this Invitation.
Performance Guarantee		Shall have the meaning ascribed thereto in Section 6 of the Agreement.
Project		Means the Tel Aviv Metro Project, as set out in Section 2.1.
Quality Proposal		The information submitted by the Bidder within Tender Form “10” in order to demonstrate the Bidder’s Previous Professional Experience for achieving scoring in accordance with the Evaluation Criteria as set forth in Volume 1 Part III (Evaluation Criteria).
QPS	=	Quality Proposal Score - as calculated in accordance with the Criteria set forth in Volume 1 Part III (Evaluation Criteria).
Redacted Copy		Means the copy of the Bid described in Section 5.7 of this Invitation.

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

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.
Tender Committee	=	Shall mean the committee appointed by NTA in order to manage the Tender Process.
Tender Documents	=	All documents listed in <u>Annex C</u> attached hereto, any appendices, attachments, and Addenda thereto, and any other document published by NTA in accordance with Section 3.4 (<i>Addenda</i>) prior to the Submission Date.
Tender Process		An international competitive procedure for the selection of a consultant, to be conducted according to the Israeli Mandatory Tenders Law, 5752-1992, and the Israeli Mandatory Tender Regulations 5753-1993 and the provisions of this ITB.

Submission Date shall mean the Bid Submission Date specified in this ITB.

2 OVERVIEW

2.1 General Description of the Project. The Tel Aviv Metro line network includes 3 lines with a total length of 150 km. The underground network will serve the Tel Aviv metropolitan area through 24 Municipalities with 109 stations. 4 Depot complexes are designed to support the network. The Objective is to establish a mass transit system that links commuter towns to the center of the Tel Aviv Metropolitan Area and its major business centers, quickly and conveniently, and connects residential neighborhoods with workplaces via light rail, heavy rail, and other public transport through 7 Transportation Hubs.

- M1 Line: Connects the Northern and Southern regions of the metropolis to the employment and trade centers in the city of Tel Aviv.
- M2 Line: Connects the Eastern regions of the metropolis to Central and Southern city of Tel Aviv.
- M3 Line: Provides accessibility and connectivity to significant employment centers on the metropolitan inner ring border.

2.2 General Description of the Required Services. NTA is looking forward to receiving a Bid for professional consulting Services of Supervisory Independent Safety

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

Assessment for the Metro Project (SISA), with regard to the Project, as detailed, inter alia, in **Appendix A** (*Scope of Services*) of Volume 2.

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 **General Requirements – The Bidder**

Without derogating from the provisions of Volume 1 – Part II (*Threshold Requirements (TR)*), each Bidder shall comply and satisfy all of the following requirements, as confirmed by the Bidder in **Tender Forms “1”, “6” and “7”**:

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

2.5.2 It has all requisite corporate power and authority for the ownership and operation of its properties and for the carrying on of its business as currently conducted or proposed to be conducted for the purposes of awarding the Services (including the participation in this Tender).

2.5.3 Its incorporation documents do not contain any provision which may restrict or limit its ability to undertake and provide NTA with the Consulting Services.

2.5.4 There are no actions or proceedings pending nor, to the best of its knowledge, are there any actions or proceedings which might result in dissolution, liquidation, freeze of assets, bankruptcy, insolvency, appointment of a trustee, a liquidator or a receiver (including temporarily), or any other analogous situation, as confirmed in Tender Form “6”.

2.5.5 Its most recent Certified Financial Statements do not include a “going concern notice” or a notice of a similar effect, as confirmed in Tender Form “7”.

2.5.6 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 which does not have diplomatic relations with the State of Israel.

2.5.7 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 Services

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

on its behalf are not Declared Entities or Related Entities of the Declared Entities.

2.5.8 Subject to the provisions of Section 2.6 (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 An Entity Charged with, or Convicted of, an Offence

- 2.6.1 In the event that a Bidder or any Interested Party thereof does not comply with the requirement of Section 2.5.8 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”**.
- 2.6.2 The Tender Committee may, at its sole discretion, (i) disqualify the Bidder from participating in the Tender Process; or (ii) impose conditions and restrictions with respect to its participation in the Tender Process, in each case as the Tender Committee shall deem fit.
- 2.6.3 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).
- 2.6.4 The Tender Committee may exercise its rights hereunder either prior to or following the Bid Submission Date.
- 2.6.5 This Section 2.6 (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.

2.7 Term of the Agreement

- 2.7.1 The Agreement shall come into force as of its execution by the Owner, or such earlier date as may be mutually agreed by the parties, and shall remain in full force and effect for a period of ten (10) years. Thereafter, NTA may, at its sole discretion, extend the term of the Agreement for two (2) additional extension periods of three (3) years each, by written notice to the Consultant, to be provided at least 60 days prior to the expiration of the then-current term. Following such extension periods, NTA may, at its sole discretion, further extend the term of the Agreement for additional periods of three (3) years each, by written notice to the Consultant to be provided at least 60 days prior to the expiration of the then-current term, until receipt of the Permit to Operate

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

for the last of the three Project lines (M1, M2 and M3), including completion of the defects correction period (the "punch list" period).

Thereafter, NTA may further extend the term of the Agreement for the purpose of continuing the performance of the Services or any Additional Services (as defined in the Agreement) for additional extension periods as described above, as required in accordance with NTA's decision.

2.8 **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:

Last date for submission of Requests for Clarification by the Bidders pursuant to Sub-Section 3.3.2 ("Clarification Submission Deadline")	26 October 2026
Bid Submission Date	17 December 2026, by no later than 14:00 (Israel Standard Time)

2.9 **Access to the Tender Documents**

- 2.9.1 The Tender Documents are available on NTA's Website.
- 2.9.2 The Access to the Tender Documents shall not constitute any recognition of a Bidder's eligibility, qualification or competence to meet the requirements and terms of this Invitation to Bid, or any of the other Tender Documents.
- 2.9.3 NTA will not be responsible for the completeness of the Tender Documents and their Addenda if they were not obtained via NTA's Website.
- 2.9.4 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 Sub-Section 9.5 (*Rejection or Disqualification of the Bids*).
- 2.9.5 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

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

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.

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.

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 Clarification of the Tender Documents

3.3.1 Without derogating from the provisions of Section 5.3 (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.

3.3.2 Bidders, in accordance with the provisions of this Sub-Section (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.

3.3.3 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

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

- 3.3.4 The Tender Committee reserves the right to ignore Requests for Clarifications which are not submitted in accordance with the foregoing requirements.
- 3.3.5 The Tender Committee may request a Bidder to provide clarifications to any part of its Request for Clarifications, including by way of meeting with the Bidders or any of them (in a joint meeting or in separate meetings). Although NTA has no obligation to clarify or interpret the Tender Documents, NTA may issue Addenda for the purposes of clarification or interpretation in response to such question or request.
- 3.3.6 NTA shall not be bound by, and Bidders shall not rely on, any oral interpretation or clarification to the Tender Documents. The Bidders may only rely upon written Addenda published by NTA.
- 3.3.7 Any Request for Clarification submitted after the final date for the submission of Requests for Clarifications stipulated in Section 2.8 (Anticipated Schedule for the Tender Process) will be accepted or rejected, answered or not, at the sole discretion of the Tender Committee.
- 3.3.8 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 3.4 (Addenda) below.
- 3.3.9 In the event of any discrepancy, ambiguity or inadequacy in the Tender Documents, the Bidders are required to immediately submit a request for clarification. A Bidder that did not submit a request for clarification with respect to any matter shall be barred and estopped from raising any claim, demand, or cause of action against the Company in connection with the Company's application or interpretation of the relevant arrangement.

3.4 **Addenda**

- 3.4.1 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**").
- 3.4.2 Without derogating from the foregoing, the Tender Committee may: (i) postpone any date or period stipulated in Section 2.7 (Anticipated Schedule for the Tender Process) above even if such date or period has already passed or elapsed (excluding the Bid Submission Date if it has already passed); and/or (ii) amend any change and/or clarification introduced in any Addenda.

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

- 3.4.3 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 in the form of an Addendum.
- 3.4.4 Neither NTA nor the Tender Committee shall be bound by, and Bidders shall not rely on, any oral communication to the Tender Documents.
- 3.4.5 Should any Addendum result from any Request for Clarification submitted by a Bidder, the identity of such Bidder shall not be disclosed.
- 3.4.6 Addenda shall be published on NTA's Website. Notices of their publication may be provided via email to all Bidders who have addressed the Tender Committee with Request(s) for Clarification(s). Bidders are required to acknowledge receipt of notices of Addenda (if any) in writing no later than two (2) days following receipt thereof by a returned email to the Tender Committee.
- 3.4.7 The foregoing does not derogate from the provisions of Section 3.4.8 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.
- 3.4.8 Bidders are required to check NTA's Website on a regular basis for any Addenda, during the Tender Process and prior to the Bid Submission Date.
- 3.4.9 Without derogating from the provisions of Section 2.8 (Anticipated Schedule for the Tender Process) above and this Section 3.4 (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.

3.5 Information Provided to the Bidders

- 3.5.1 Bidders are required to familiarize themselves with all Tender Documents.
- 3.5.2 It is clarified that any reliance by the Bidders or anyone on their behalf on information contained in the Tender Documents in their Bid, the signing of the Agreement and the provision of the Services, and the making of any omissions, interpretations or conclusions from information, which is made available by NTA, is at the Bidders' sole responsibility.
- 3.5.3 NTA shall not be responsible in any respect for any loss or damage whatsoever suffered by the Bidders, their employees, officers, agents, or any other persons for whom the Bidders may be contractually or legally

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

responsible or accountable, by reason of any use of information contained in the Tender Documents or provided in connection therewith, or any act or omission in reliance thereon.

4 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 4.1 The Tender Documents and any and all intellectual property rights therein are exclusively owned by NTA and are furnished to the Bidders solely for the 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 Sub-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 5.7 (*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.

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

Bidders shall prepare their Bids in strict conformity with the requirements of the Tender Documents.

The Price Proposal shall be prepared in accordance with the provisions of **Annex A** (*Price Proposal – Submission Instructions*) hereinbelow. Without derogating from the generality of the foregoing, the Bidders are referred to Item 2 of **Annex A** (*Price Proposal – Submission Instructions*) of the ITB, regarding the inclusion of all Consultant's contractual commitments and obligations within the Discount Proposal.

5.2 No Unauthorized Modification

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

5.3 **Priority of Documents**

- 5.3.1 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.
- 5.3.2 During the Term of the Agreement, the provisions of the Agreement with respect to the order of precedence shall apply.

5.4 **Language of the Bid**

- 5.4.1 The Bids and the statements contained therein and all other documents constituting the Bid are to be submitted in English, in typed form.
- 5.4.2 Any such documents and printed literature submitted by the Bidder in any other language must be accompanied by a translation into 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 purposes of interpretation, the translation to English shall prevail.
- 5.4.3 Notwithstanding the above, documents submitted for the purpose of demonstrating compliance with the ISO/IEC accreditation requirements set forth in this Tender, including without limitation, certificates, annexes, and any other documents issued by the relevant accreditation body, may be submitted in their original language. The Tender Committee nevertheless reserves the right, at its sole discretion, to require the Bidder to submit a translation into English (and, if the Tender Committee so requires, an authenticated translation) of any such document, at the Bidder's expense.
- 5.4.4 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).

5.5 **Signing of the Bids**

- 5.5.1 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 to bind such Bidder for all required matters in connection with the Services. The name and position held by each person signing the Bid must be typed or printed below the signature.

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

- 5.5.2 All pages of the Bid will be enumerated, and the Bid will include a detailed table of contents.
- 5.5.3 Each Tender Form and information submitted therewith shall be duly signed by the relevant entity as provided in such Tender Form.
- 5.5.4 The Agreement shall be duly signed by the Bidder, in the designated areas, and attached to the Bid as required.
- 5.5.5 Adjacent to every signatory's signature (excluding signatures in initials only) within the Bid, there shall be a 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.

5.6 Number of Copies

- 5.6.1 The Bid documents must be submitted, and clearly marked as such by the Bidder's Authorized Representative, as one (1) original and two (2) identical copies (three (3) altogether) [the identical copies, 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].
- 5.6.2 The Redacted Copy of the Bid (as described in Section 5.7 (*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".
- 5.6.3 In addition, each copy shall include two (2) USB storage devices, 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 Price Proposal shall be submitted in one (1) separate USB.
- 5.6.4 In the event of any discrepancy between any of the original copies of any of the submitted documents and any of the other copies (including the USB storage device copies), the original copies shall prevail.

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

- 5.7.1 Without derogating from the generality of the provisions of Regulation 21(e) of the Mandatory Tenders Regulations, 5753-1993 (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

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

proprietary information which should be protected from disclosure. General confidentiality statements will be disregarded.

- 5.7.2 If a Bidder submits a Redacted Copy as specified in Section 5.7.1 above, then in addition to the copies of the executed Bid and the USB storage devices specified in Section 5.6 (Number of Copies), such Bidder shall submit an additional USB storage device containing a copy of its redacted Bid (the “Redacted Copy”).
- 5.7.3 The Redacted Copy shall contain the Bidders’ entire executed Bid (excluding the Price 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).
- 5.7.4 The attention of all Bidders is referred to the provisions below allowing the discretion of the Tender Committee to disclose information which the Bidder considers to be of a commercially sensitive or confidential nature.
- 5.7.5 The Price Proposal shall not be deemed to constitute Privileged Information, notwithstanding its classification as such by the Bidder.
- 5.7.6 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.
- 5.7.7 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.
- 5.7.8 If a Bidder identified parts of its Bid as being of a commercially sensitive or confidential nature (“**Privileged Information**”), such Bidder:
 - 5.7.8.1 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
 - 5.7.8.2 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

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

by the Tender Committee, regardless of whether the Tender Committee has considered its requests for confidentiality, approved, or rejected such requests.

- 5.7.9 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).
- 5.7.10 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.
- 5.7.11 The foregoing review by a Bidder may be for a fee in an amount determined by the Tender Committee, including Owner's costs associated with the preparation of the review.

5.8 Sealing and Marking the Bid

5.8.1 Envelope No. 1

5.8.1.1 Envelope No. 1 shall include the following:

5.8.1.1.1 Tender Forms 1-10 and 12.

5.8.1.1.2 A copy of all Tender Documents duly signed: All documents listed in Annex C of the ITB, any appendices, attachments, and Addenda thereto, and any other document published by NTA in accordance with Section 3.4 (*Addenda*) prior to the Submission Date, (excluding the Services Agreement to be attached to **Tender Form "5"**, and the Price Proposal to be attached separately in Envelope 2 as **Tender Form "11"**).

5.8.1.1.3 Bidders shall seal the original and each of the copies of the documents required to be included therein in accordance with the provisions of the Tender Documents in an envelope clearly marked with the name and number: "*Envelope No. 1 – General Information, Threshold*"

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

Requirements and Evaluation Criteria", and no other markings shall be made.

5.8.2 Envelope No. 2

5.8.2.1 Envelope No. 2 shall include **Tender Form “11”**.

5.8.2.2 Bidders shall seal the original and each of the copies of the Price Proposal, in an envelope clearly marked with the name and number: ***“Envelope No. 2 – Price Proposal”***, and no other markings shall be made.

5.9 Submission Date

5.9.1 Without derogating from the Provisions of Section 3.4 (Addenda), Bids shall be submitted on the Bid Submission Date set forth in Section 2.8 (Anticipated Schedule for the Tender Process) above.

5.9.2 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.

5.9.3 NTA may, at its sole discretion, postpone the Submission Date by issuing an Addendum in accordance with the provisions of Sub-Section 3.4 (*Addenda*).

5.10 Validity of the Bids

5.10.1 The Bid shall be valid for a period of eight (8) months as of the Submission Date (the **“Validity Period”**).

5.10.2 During the Validity Period 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

Each Bidder may submit its Bid once.

For the purpose of this Section 6.1 the term "Bidder" shall be deemed to include any Person which 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 Advisors to the Tender Committee

6.2.1 By submitting **Tender Form “4”** (*Declaration and Obligation of No Conflict of Interest*) each Bidder acknowledges that in the preparation of its Bid and in

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

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, 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, and/or the NTA's projects, including a conflict of interest which may arise as a result of engaging personnel, advisors or subcontractors of NTA.

- 6.2.2 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 which 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. The Tender Committee reserves the right, from time to time, to update **Annex B** (*List of Advisors to the Tender Committee*) as it shall deem appropriate under the circumstances.
- 6.2.3 The prohibition in Section 6.2.2 above shall apply where the Advisor is an Entity, and to any person engaged thereby.
- 6.2.4 Without derogating from the foregoing, Bidders are required to request the approval of NTA for engagements with any other advisors, which 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 the NTA's other projects.
- 6.2.5 If any information detailed within **Tender Form "4"** (*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 "4"**, order the Bidder to cease them or stipulate on terms and conditions, all as it deems fit.
- 6.2.6 The attention of all Bidders is drawn to the provisions of the Agreement with respect to the avoidance of conflict of interest.

7 EVALUATION AND SELECTION OF THE SUCCESSFUL BIDDER

Bids submitted in response to this Tender will be evaluated in accordance with 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 only of those 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 and for purposes of the evaluation, review and scoring of the Bids, the Tender Committee may be assisted by its advisors and experts.

7.2 Opening of the Tender Box

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

Stage 1: Review and evaluation of the general information, declarations and documents submitted as part of Envelope No. 1, including examination of:

- (i) compliance with the general eligibility requirements set forth in Sections 2.5 and 2.6 of this ITB;
- (ii) compliance with all General, Professional and Financial Threshold Requirements set forth in Sections 2.1, 2.2 and 2.3 of Volume 1, Part II (Threshold Requirements); and
- (iii) submission and completeness of the Tender Forms and supporting documents required to be included in Envelope No. 1, in accordance with Sections 5.8 and 7.3 of this ITB.

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

Stage 3: Evaluation of the Bidder's Price Proposal, in accordance with the provisions specified in Sections 7.5 below.

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

Stage 4: Determination of the Final Score, in accordance with the provisions specified in Sections 7.57.6 below.

7.3 Stage 1 – General Information and Threshold Requirements

- 7.3.1 During the first stage of the examination and evaluation process, the Bidders' Envelope No. 1 (*General Information, Threshold Requirements and Evaluation Criteria*) will be opened.
- 7.3.2 The Tender Committee will review the applicable documents submitted in Envelope No. 1 of the Bid (**Tender Forms "1"- "10"** and **"12"**) in order to determine whether such documents have been submitted in compliance with the requirements of the Tender Documents.
- 7.3.3 The content of the Bid reviewed in Stage 1 shall not be scored, and the Bid will either "pass" or "fail" Stage 1 of the Evaluation Process.
- 7.3.4 NTA will review and evaluate the Threshold Requirements in order to determine whether the Bidder complies with the requirements of the Tender Documents and whether or not the Bidder meets and demonstrates compliance with the Threshold Requirements as set forth in Volume 1 Part II (Threshold Requirements).
- 7.3.5 NTA will proceed with the evaluation of the Quality Proposal of only those Bids which NTA deems to have fully complied with all General, Professional and Financial Threshold Requirements set forths, provided they are not disqualified pursuant to the relevant provisions as specified in the Tender Documents and applicable Law.

7.4 Stage 2 - The Quality Proposal

- 7.4.1 During the second stage of the examination and evaluation process each Bidder's Quality Proposal (presented in **Tender Form "10"**) will be assessed and scored in accordance with the Criteria as set forth in Volume 1 Part III (*Evaluation Criteria*).
- 7.4.2 Without derogating from the foregoing, it is clarified that NTA will proceed in the evaluation of the Price Proposal of only those Bids which NTA deems to have fully complied with the Quality Proposal of the Tender Documents provided they are not disqualified pursuant to the relevant provisions as specified in the ITB.
- 7.4.3 The Tender Committee will evaluate and score the Quality Proposal ("QPS"), on a scale of zero (0) to one hundred (100) points.

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

7.4.4 The score awarded for the Bidder's Quality Proposal (“QPS”) shall be weighted as eighty percent (80%) of the Final Score.

7.5 Stage 3 – The Price Proposal

7.5.1 During the third stage of the examination and evaluation process the Tender Committee will only evaluate the Price 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 evaluation of the Price Proposals shall be conducted in a manner of comparison of the Discount Proposals as stipulated by each Bidder in Section 4 of **Tender Form “11”** in relation to the Basic Hourly Rate as presented in EUR.

7.5.3 The score awarded for the Price Proposal (“PPS”) will be calculated according to the following formula:

$$PPS = \left(\frac{1 - P_{max}}{1 - Proposal} \right) \times 100$$

Where:

PPS – Price Proposal score

Proposal – the uniform discount percentage quoted by the Bidder.

Pmax – the highest uniform discount percentage quoted among all valid Bids.

7.5.4 Price Proposal = Discount of up to 15% with a minimum of 0%, proposed by the Bidder to the Basic Hourly Rate pursuant to Section 4 of **Tender Form “11”** (Price Proposal).

7.5.5 The Tender Committee will evaluate and score the Price Proposal (“PPS”), on a scale of zero (0) to one hundred (100) points, according to the evaluation method set hereunder, and the provisions of **Annex A** (*Price Proposal – Submission Instructions*).

7.5.6 The score awarded for the Price Proposal (the “PPS”) shall be weighted as twenty percent (20%) of the Final Score.

7.6 Stage 4 - Determination of the Final Score

During the fourth stage of the examination and evaluation process the final score awarded to each of the Bidders with respect to the Bid (the “**Final Score**”) will be determined using the following formula:

$$\text{Final Score} = (80\% * \text{QPS}) + (20\% * \text{PPS})$$

The most advantageous Bid will be that Bid which achieves the highest Final Score subject to the terms of the Invitation to Bid.

8 GENERAL PROVISIONS RELATING TO THE EVALUATION STAGES

Notwithstanding the foregoing and subject always to Law:

- 8.1 The Tender Committee is not bound to conduct the above Stages of the Evaluation Process consecutively and, at its sole discretion, may reorder 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, including adding additional evaluation stages during which Bidders will be required to amend their Bids (including the Price Proposal) and/or requiring submission of 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 GENERAL PROVISIONS RELATING TO EXAMINATION AND EVALUATION OF THE BIDS

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 will NOT open any Bids received after the Submission Date. All unopened Bids will be promptly returned to the Bidders or discarded.

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 **Requests for Clarifications**

- 9.4.1 NTA may request from one or more Bidders to clarify, correct, modify, supplement or amend any item contained in their 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.
- 9.4.2 Bidders will comply with the requests of NTA and will submit all clarifications and additional information requested within the time period stipulated by the request.
- 9.4.3 The requests for clarifications will be in writing, delivered to the Bidders by E-mail. Their receipt should be confirmed by return mail, to the e-mail stated in the clarification letter within twenty-four (24) hours of receipt.

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 Certified 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 information gives 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 provisions of the Services and/or the Price 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 Price Proposal is not realistic and/or will not enable the Bidder to render the Services or any part thereof.

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

- 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 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.
 - 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 an 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, misrepresented information or documentation.

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

- 9.5.5 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.
- 9.5.6 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 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 different Deviations differently 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:

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

- 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 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 other 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 to adopt a broad interpretation or to waive a formal requirement, provided that the meaning ascribed thereto shall be consistent 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 regards 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,

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

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 a 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 Negotiations, Best and Final Offers and Tie-Breaking

- 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 best and final offers from: (i) all Bidders; or (ii) Bidders participating in negotiations; as the case may be, at the Tender Committee's sole discretion. The best and final offers (if any) shall be submitted in accordance with specific instructions which will be issued by the Tender Committee.
- 9.7.3 In the event that there are a number of Bids with an identical Final Score, the Tender Committee shall be entitled to select the Bid with the highest Quality Proposal Score, and if the Quality Proposal Score is also identical, to conduct a lottery. The Tender Committee may apply this mechanism whether before or after conducting negotiations and/or soliciting best and final offers, and may, at its sole discretion, elect not to conduct any negotiations or solicit best and final offers at all. For the avoidance of doubt, nothing in this Section shall obligate the Tender Committee to conduct negotiations, to solicit best and final offers, or to select any Bid prior to conducting negotiations. The Bidders waive any claim, demand or cause of action in connection with the provisions of this Section.
- 9.7.4 Any lottery conducted pursuant to Section 9.7.3 above shall be documented in a protocol, and the relevant Bidders may be invited to attend.

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 with the highest Final 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 Final 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 may decide to 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, the Tender Committee may notify in writing to the Bidder awarded with the second highest Final Scores 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 twelve (12) 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 four (4) months, subject to the Bidder's consent 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 Sub-Section, the "**Tender Committee's Notification**"), in the event that:
- (1) the Successful Bidder fails to sign the Agreement, for any reason whatsoever.
 - (2) in the event the Agreement was terminated by NTA (following its execution by the Successful Bidder and NTA) for any reason whatsoever, within twelve (12) months following the issuance of the Letter of Award.

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

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

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

9.10 The 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 TENDER AWARD

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

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

of Award, and as a precondition for the execution of the Agreement, to fulfill each of the following provisions:

- 10.2.1 The Successful Bidder has 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 Insurance Certificates, as it deems fit in the circumstances.
- 10.2.2 The Successful Bidder received NTA's approval for a Project Manager for Metro Line M1 and a Project Manager for Metro Lines M2 and M3, each of whom complies with the following requirements:
 - 10.2.2.1 is an employee of the Bidder, or a partner at the Bidder, or an owner of the Bidder; and
 - 10.2.2.2 holds an engineering degree from a recognized institution obtained at least five (5) years prior to the Bid Submission Date; and has at least five (5) years of experience in a management role for an Independent Safety Assessor and/or at least eight (8) years of experience in systems safety assurance in the railway sector; and can demonstrate knowledge of the safety assurance principles under EN 50126, EN 50128 / EN 50716, EN 50129 (or equivalent IEC 61508 standards). NTA reserves the right, at its sole discretion, to accept equal and/or similar experience for the purposes of demonstrating compliance with the requirements under this Section 10.2.2. In the event NTA does not approve the Project Manager(s) presented by the Successful Bidder, NTA may, at its sole discretion, grant the Successful Bidder additional time to present an alternative candidate.
 - 10.2.2.3 has a current curriculum vitae, submitted by the Bidder to NTA, detailing the proposed Project Manager's education, professional certifications, and relevant experience demonstrating compliance with the requirements of this Section 10.2.2; and
 - 10.2.2.4 NTA shall be entitled, at its sole discretion, to summon the proposed Project Manager(s) to an interview before NTA (or anyone on its behalf), in which the proposed Project Manager's suitability for performing the Services may be assessed, including with respect to professional experience, availability, professionalism and any other parameter NTA deems relevant to successful performance of the role. In the event NTA is not satisfied following such interview, NTA may reject the proposed Project Manager(s) and require the Successful Bidder to present an alternative proposed Project Manager(s).

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

10.2.3 Additionally, the Successful Bidder shall provide the following documents:

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

10.2.3.2 The Performance Guarantee in accordance with Clause 6 (Performance Security) of the Services Agreement.

10.2.3.3 Any other document that the Successful Bidder should provide to NTA under the terms and conditions of the Services Agreement.

10.2.4 NTA may rescind the Letter of Award if the Successful Bidder fails to fulfill any of the preconditions set forth in this Section 10.2 within the time period specified in the Letter of Award.

Annex A**Price Proposal – Submission Instructions**

Bidders are requested to complete **Tender Form “11”** (Price Proposal) in accordance with the instructions detailed therein and the following instructions:

1. The Bidders' Price Proposal should be based on the data included in **Tender Form “11”** (Price Proposal).
2. The Price Proposal shall include all of the Consultant's commitments and obligations outlined in the Agreement. Accordingly, the Price 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. With respect to the foregoing, Bidders are also referred to Sections 1.3, 2 and 4.1 of Appendix 2 [Remuneration of Payments] to the Agreement.
3. All prices presented in **Tender Form “11”** (Price Proposal) are in EUR, exclusive of VAT, in real value true as of the Bid Submission Date.
4. All figures within **Tender Form “11”** (Price Proposal) (i.e. the rate of 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: (i) disqualify the Bid and the Bidder; (ii) 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 (iii) request the Bidder to clarify its Bid and accept or reject such clarification.
5. Notwithstanding the foregoing, the figures in **Tender Form “11”** (Price Proposal) (i.e. the rate of 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: (i) disqualify the Bid and the Bidder; (ii) request the Bidder to clarify its Bid and accept or reject such clarification; or (iii) for the purpose of determining the Successful Bidder, take into consideration the lower discount rate of the two, and for the purpose of the Agreement (if and to the extent the Bidder is declared as the Successful Bidder), take into consideration the higher discount rate of the two.
6. The Bidder shall not leave the respective fields in **Tender Form “11”** blank, without indicating a proposed rate. If, notwithstanding the foregoing, the Bidder left blank fields without indicating a proposed rate, the Tender Committee shall deem the rate or value of such field to be “0”.
7. The Discount Proposal (meaning the rate of discount proposed by the Bidder in **Tender Form “11”** (Price Proposal)) is a single rate which shall apply uniformly to the Basic Hourly Rate of each and every grade of personnel, and to each and every role-holder within each such

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

grade, including both Project Managers, without any distinction between the personnel and teams allocated to Metro Line M1 and the personnel and teams allocated to Metro Lines M2 and M3. The Bidder shall not be entitled to propose different discount rates for different grades, personnel, role-holders or teams.

Annex B

List of Advisors to the Tender Committee

1. Arnon, Tadmor-Levy, Law Firm;

Annex C
List of Tender Documents

Volume 1

- Part I** - **Invitation to Bid (ITB)**
- Annex A – Submission Instructions
 - Annex B – List of Advisors to the Tender Committee
 - Annex C – List of Tender Documents
- Part II** - **Threshold Requirements (TR)**
- Part III** - **Evaluation Criteria (EC)**
- Part IV** - **Tender Forms**
- Tender Form 1 – Bid Submission Letter
 - Tender Form 2 – Power of Attorney - Authorized Representative
 - Tender Form 3 – The Bidder
 - Tender Form 4 – Declaration and Obligation of No Conflict of Interest
 - Tender Form 5 – Signed Consulting Services Agreement
 - Tender Form 6 – Attorney Confirmation
 - Tender Form 7 – CPA Certificate
 - Tender Form 8 – Certificates and Affidavit According to Public Entities Transactions Law
 - Tender Form 9 – ISO/IEC Certificates and Annexes
 - Tender Form 10 – Previous Experience as Independent Safety Assessor (ISA)
 - Tender Form 11 – The Price Proposal
 - Tender Form 12 – Contents of the Bid

Volume 2

- Part V** - **Services Agreement, including the following Appendices**
- Appendix 1 – Scope of Services
 - Appendix 2 – Remuneration and Payment
 - Appendix 2A – Monthly Time Sheets Template
 - Appendix 3 – Non-Conflict of Interest Undertaking

Tender No. 395/2026 | SISA | Volume 1 – Part I | Invitation to Bid

- Appendix 4 – Information Security for NTA Suppliers with Access to NTA Information Systems
- Appendix 5 – Data Processing Agreement
- Appendix 6 – Quality Assurance Guidelines
- Appendix 7 – Use of Information Through Artificial Intelligence Tools
- Appendix 8 – NTA Code of Ethics for Suppliers
- Appendix 9 – Declaration Regarding Integrity and Ethical Conduct
- Appendix 10 – Digital Chapter
- Appendix 11 – No-Claims Declaration
- Appendix 12 – Certificate of Insurance
- Appendix 13 – Performance Guarantee
- Appendix 14 – List of Advisors to the Tender Committee
- Appendix 15 – Irrevocable Undertaking for Confidentiality and Information Security



Tender No. 395/2026 | SISA | Volume 1 – Part II | Threshold Requirements

Tender 395/2026

Volume 1 – Part II

Threshold Requirements (TR)

For Professional Consulting Services

of Supervisory Independent Safety

Assessment for the Metro Project

(SISA)

Tender No. 395/2026 | SISA | Volume 1 – Part II | Threshold Requirements

1. Definitions

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

ISA Shall mean an independent safety assessor (ISA), including supervisory independent safety assessor (SISA) and primary independent safety assessor (PISA).

Metro Project Shall mean a rail-based Urban Guided Transport (UGT) system operated with Grade of Automation 2 (GoA2), Grade of Automation 3 (GoA3) or Grade of Automation 4 (GoA4) on their own right of way, segregated from general road and pedestrian traffic, and designed for operations in tunnel, viaducts or on surface level but with physical separation in such a way that inadvertent access is not possible.

2. Threshold Requirements

The Bidder is required to demonstrate compliance with the following requirements:

2.1. General

2.1.1. The Bidder is a consultancy firm, which is a single corporation legally recognized by law within its domicile, including a company or partnership and excluding individuals. The Bidder's compliance with this requirement shall be demonstrated by submitting the Bidder's Certificate of Incorporation within **Tender Form "3"** (*The Bidder*).

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. The Bidder's compliance with this requirement shall be demonstrated by completing **Tender Form "8"**, and submitting 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.

2.2. Professional Threshold Requirements

The Bidder is required to demonstrate compliance with **all of the following**:

Tender No. 395/2026 | SISA | Volume 1 – Part II | Threshold Requirements

2.2.1. Professional Experience

- 2.2.1.1. The Bidder acted as an Independent Safety Assessor for at least 1 (one) GoA2, GoA3 or GoA4 Metro Project, where its scope of work explicitly included the independent assessment and approval/endorsement of the Signaling and Train Control System Safety Case, in accordance with CENELEC/EN 50126 standards.
- 2.2.1.2. To demonstrate compliance with this Section 2.2.1 (*Professional Experience*), the Bidder shall complete, execute, and submit **Annex A to Tender Form “10”** (*Previous Experience As Independent Safety Assessor (ISA)*).

2.2.2. Accreditations

- 2.2.2.1. The Bidder holds a valid and active accreditation as an Inspection Body in accordance with ISO/IEC 17020 Type A, granted by an accreditation body of a member state of the European Union, explicitly covering, together with its official Scope of Accreditation (annexes), the railway sector under Regulation (EU) No 402/2013 (CSM-RA).
- 2.2.2.2. The Bidder holds a valid and active accreditation certificate for bodies certifying products/processes/services in accordance with ISO/IEC 17065, granted by an accreditation body of a member state of the European Union, explicitly covering, together with its official Scope of Accreditation (annexes), the railway sector.
- 2.2.2.3. To demonstrate compliance with this Section 2.2.2, the Bidder shall complete, execute, and submit **Tender Form “9”** (*ISO/IEC Certificates and Annexes*).

2.3. Financial Threshold Requirements

- 2.3.1. **No Insolvency Proceedings.** The Bidder is not under any voluntary or involuntary bankruptcy (liquidation or reorganization), or receivership or commencement of a similar insolvency proceeding. The Bidder's compliance with this requirement shall be

Tender No. 395/2026 | SISA | Volume 1 – Part II | Threshold Requirements

demonstrated by completing **Tender Form “6”** signed by a licensed attorney.

- 2.3.2. **No ‘Going Concern’ Notice.** The Bidder's latest Certified Financial Statement does not include a ‘going concern’ notice. The Bidder’s compliance with this requirement shall be demonstrated by completing **Tender Form “7”** signed by a certified public accountant.



Tender 395/2026

Volume 1 – Part III

Evaluation Criteria (EC)

For Consulting Services of Supervisory

Independent Safety Assessment for the

Metro Project (SISA)

1. INTRODUCTION

- 1.1. The Bidder shall provide a comprehensive and detailed Proposal to demonstrate capabilities and expertise for evaluation by NTA.
- 1.2. This document states the evaluation criteria.
- 1.3. The same Project may be presented under more than one Evaluation Criterion.
- 1.4. The Bidder may submit an unlimited number of Projects for evaluation; however, in any event the Bidder shall not be awarded, for each Evaluation Criterion, more than the maximum score allocated to that criterion.

2. DEFINITIONS

Capitalized terms used in this document and not defined herein shall have the meaning ascribed to them in the Tender Documents.

Civil Structure(s)	- Shall mean the civil infrastructure (Infra #1) elements for which a dedicated Safety Case is prepared, including Tunnels (TBM/NATM), Portals, Depot, Launching Shaft and Underground Stations.
GoA2 System	- Grade of Automation Level 2 (Semi-automatic Train Operation), per IEC 62290.
GoA3 System	- Grade of Automation Level 3 (Driverless Train Operation), per IEC 62290.
GoA4 System	- Grade of Automation Level 4 (Unattended Train Operation), per IEC 62290.
ISA	- Shall mean an independent safety assessor (ISA), including supervisory independent safety assessor (SISA) and primary independent safety assessor (PISA).
Metro Project	- Shall mean a rail-based Urban Guided Transport (UGT) system operated with GoA (Grade of Automation) 2, Grade of Automation 3 (GoA3) or Grade of Automation 4 (GoA4) on its own right of way, segregated from general road and pedestrian traffic, and designed for operations in tunnels, viaducts or at surface level but with physical separation in such a way that inadvertent access is not possible.

- Operational Safety Case** - Shall mean the safety case addressing the safe operation and maintenance of the system as a whole (including operational rules, procedures and human factors), demonstrating that residual risks arising from operation are acceptable, prepared and assessed in accordance with CENELEC / EN 50126.
- Permit to Operate (PTO)** - Shall mean the authorization permitting commencement of revenue (commercial) operation of the system or line.
- Safety Case** - Shall mean a documented demonstration that the product (e.g. a system, subsystem or equipment) complies with the applicable safety requirements, prepared and independently assessed in accordance with CENELEC / EN 50126.
- Signaling and Train Control System Safety Case** - Shall mean the Safety Case addressing the signaling and train control system (including the Automatic Train Control / Automatic Train Protection functions), independently assessed and endorsed in accordance with CENELEC / EN 50126.

3. QUALITY PROPOSAL

3.1. During the second stage of the Evaluation Process, NTA will evaluate the content of Envelope No. 1 with regard to the criteria and weights set forth in the table hereafter, on the basis of the details provided by the Bidder in Tender Form “10”.

3.2. Experience as an Independent Safety Assessor (ISA) - Evaluation Criteria

#	Evaluation Criterion	Points Allocation	Max Points per Criterion
1.	The number of GoA3 and/or GoA4 Metro Projects in which the Bidder acted as an Independent Safety Assessor (ISA) where its scope of work expressly included the independent assessment and approval/endorsement of the Signaling and Train Control System Safety Case, in accordance with the CENELEC / EN 50126 standards. The Bidder may also submit GoA2 Metro Projects under this criterion. Experience from the same railway project may be presented as separate projects where the GoA3/GoA4 scope constitutes an upgrade of the system previously assessed at GoA2 level and a separate	Each GoA3 or GoA4 Project - 3 points. A maximum of 13 GoA3 or GoA4 Projects will be scored under this criterion. Each GoA2 Project - 1	39 points.

#	Evaluation Criterion	Points Allocation	Max Points per Criterion
	Signaling and Train Control System Safety Case was approved/endorsed by the Bidder. In such a case, the Bidder shall be credited separately for each project stage. In any event, the total score awarded under this criterion (including any points for GoA2 Projects) shall not exceed the maximum number of points for this criterion.	point (reduced score). A maximum of 3 GoA2 Projects will be scored under this criterion.	
2.	The number of GoA3 and/or GoA4 Metro Projects in which the Bidder acted as an Independent Safety Assessor (ISA), where it delivered the final Independent Safety Assessment Report in accordance with EN 50126 for the final System Acceptance phase prior to the Revenue Service/Permit to Operate/Revenue Operations Permit/Entry into Service . For the avoidance of doubt, this criterion does not refer to an Operational Safety Case that is incorporated into a subsequent, overarching, line-wide Operational Safety Case. For credit to be given in this criterion, the final Independent Safety Assessment Report must constitute the final Safety Case which integrated the Operational Safety Case, and all previously submitted Safety Cases for a given project for the final ISA endorsement and condition for Permit to Operate (PTO).	Each Project - 6 points. A maximum of 8 Projects will be scored under this criterion.	48 points.
3.	The number of Civil Structures (Infra #1) in which the Bidder acted as an Independent Safety Assessor (ISA) and provided the formal endorsement/approval of a separately submitted, ISA-endorsed civil Safety Case, in accordance with EN 50126 . Civil Structures considered as a dedicated Safety Case for Infra #1 include: Tunnels (TBM/NATM), Portals, Depot, Launching Shaft and Underground Stations. For the avoidance of doubt, the Bidder may present multiple civil structures within the same project, so that each Civil Structure is counted separately for evaluation.	Each Civil Structure (Infra #1) - 1 point. A maximum of 10 Civil Structures will be scored under this criterion.	10 points.

#	Evaluation Criterion	Points Allocation	Max Points per Criterion
	Note / Clarification: To qualify for scoring, the Bidder must explicitly prove and declare that a standalone, dedicated Safety Case was produced, evaluated, and formally endorsed specifically for the designated Infra #1 element(s). General system-level Safety Cases (which include aspects of Infra #1) that are not submitted as standalone Infra #1 Safety Cases will not be eligible for scoring. Points will be awarded only if a dedicated and separately submitted Infra #1 Safety Case is evaluated and approved by the ISA. The Bidder shall sign and confirm that a specific Infra #1 Safety Case existed and was formally assessed and endorsed by the Bidder for each Structure presented. Failure to demonstrate a dedicated Infra #1 Safety Case will result in zero points given for this criterion.		
4.	The number of GoA2, GoA3 or GoA4 Metro Projects in which the Bidder acted as an Independent Safety Assessor (ISA) for the evaluation and endorsement of the Operational Safety Case, in accordance with EN 50126.	Each Project - 1 point. A maximum of 3 Projects will be scored under this criterion.	3 points.
Total			100 Points



Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

Tender 395/2026

Volume 1 – Part IV

Tender Forms

**For Consulting Services of Supervisory
Independent Safety Assessment for the
Metro Project (SISA)**



#1925-96902974-15348

Tel: 972-3-7243000 • Fax: 972-3-7243055 • Azrieli Center, Building A, 26 Harokmim St, Holon 5885849, Israel • www.nta.co.il



Envelope 1 – General Information, Threshold Requirements and Evaluation Criteria

Tender Form 1	- Bid Submission Letter
Tender Form 2	- Power of Attorney - Authorized Representative
Tender Form 3	- The Bidder
Tender Form 4	- Declaration and Obligation of No Conflict of Interest
Tender Form 5	- Signed Consulting Services Agreement
Tender Form 6	- Attorney Confirmation
Tender Form 7	- CPA Certificate
Tender Form 8	- Certificates and Affidavit According to Public Entities Transactions Law
Tender Form 9	- ISO/IEC Certificates and Annexes
Tender Form 10	- Experience as Independent Safety Assessor (ISA)'
Tender Form 12	- Contents of the Bid

Envelope 2 – Price Proposal

Tender Form 11	- The Price Proposal
----------------	----------------------



TENDER FORM 1
BID SUBMISSION LETTER

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

To:

NTA – Mass Transit Systems LTD.

26 Harokmim St.

Holon, Israel

Dear Sir,

Re: Invitation to Bid for Consulting Services (the “Invitation to Bid” or the “ITB”)

1. In response to Tender number 395/2026 issued on 2026, 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 are pleased to submit our Bid.
2. 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 Agreement is attached to our Bid as **Tender Form “5”**, in accordance with the provisions of Section 5.5.4 of the ITB.
3. 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.
4. 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.
5. 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.
6. 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.

Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

7. 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 and/or the Program.
8. The Bidder hereby represents and warrants as follows:
 - 8.1. 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*).
 - 8.2. 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;
 - 8.3. 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.
 - 8.4. 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.
 - 8.5. In accordance with the provisions of Section 5.7.2 of the ITB, with respect to information considered by the Bidder as Privileged Information, the Bidder hereby attaches a Redacted Copy of the Bid.
 - 8.6. 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 consulting services on its behalf are not Declared Entities or Related Entities of the Declared Entities.
 - 8.7. The Bidder's incorporation documents do not contain any provision which may restrict or limit its ability to undertake and provide NTA with the Consulting Services.

Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

- 8.8. 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.
- 8.9. 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, affairs, condition, assets, prospects, cash flow or any of its properties or assets;
- 8.10. 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.
- 8.11. 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 2.6 (An Entity Charged with, or Convicted of, an Offence) of the ITB]*:
- _____
- _____
- _____.
- 8.12. 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 Bidder be selected as the Successful Bidder);
- 8.13. The Bidder and any Interested Party thereof (including individuals involved in the Tender Process) are 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;
- 8.14. 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.
9. 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.

Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

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 expenses.
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 of 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, are 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:



Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

Addenda No. _____ Date Received: _____

Addenda No. _____ Date Received: _____

Addenda No. _____ Date Received: _____

[...to be completed]

Faithfully yours,

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

() 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 vests 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.



Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

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,

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

() 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 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:

2. Position Holders in the Bidder (officers):

Name

Profession

Title

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.**

Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

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 Participating Entity 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 “8”**, 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 Participating Entity 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 “8”**, 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 to Bid 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 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:



Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

Faithfully yours,

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

() 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 No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

Annex A to Tender Form 3
Bidder's Certificate of Incorporation

(to be inserted hereinafter by the Bidder)



TENDER FORM 4

DECLARATION AND OBLIGATION OF NO CONFLICT OF INTEREST

(To be completed by the Bidder)

(Capitalized terms shall have the meaning ascribed to them in the Tender Documents)

To:

NTA – Mass Transit Systems LTD.

26 Harokmim St.

Holon, Israel

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 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, the Bidder shall immediately notify NTA of any factor or circumstances which may create or cause a Conflict of Interest, immediately upon becoming aware thereof.

Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

3. Throughout the Term of the Agreement, the Bidder shall immediately notify NTA in writing of any personal, business or professional interest concerning the activities of the Bidder 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 the Bidder undertake to accept its decision in this respect, including any decision requiring the termination of the Bidder's 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 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 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 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 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, with which NTA may have a conflict of interest or personal affiliation:

Name	Nature of relations of the third party with the Bidder	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 No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

TENDER FORM 5
SIGNED CONSULTING SERVICES AGREEMENT

(to be inserted hereinafter by the Bidder)



TENDER FORM 6
ATTORNEY CONFIRMATION

[To be completed by the Bidder's attorney in accordance with Section 2.3.1 (Financial Threshold Requirement – No Insolvency Proceedings) of Volume 1 Part II (Threshold Requirements (TR))]

I, _____ the undersigned, licensed attorney, license number _____, domicile of certification _____ [country/state], hereby confirm that the Bidder is not under any voluntary or involuntary bankruptcy (liquidation or reorganization), or receivership or commencement of a similar insolvency proceeding.

_____ Date	_____ Name	_____ Stamp and Signature
---------------	---------------	------------------------------



TENDER FORM 7
CPA CERTIFICATE

[To be completed by the Bidder's CPA in accordance with Section 2.3.2 (Financial Threshold Requirement – No 'Going Concern' Notice) of Volume I Part II (Threshold Requirements (TR))]

I, _____ the undersigned, certified public accountant, license number _____, domicile of certification _____ [country/state], hereby confirm that the Bidder's latest Certified Financial Statement does not include a 'going concern' notice or a notice of a similar effect.

Date

Name

Stamp and Signature



TENDER FORM 8
CERTIFICATES AND AFFIDAVIT ACCORDING TO PUBLIC ENTITIES
TRANSACTIONS LAW

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** ('תשל"ו-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:

NTA – Mass Transit Systems LTD.

26 Harokmim St.

Holon, Israel

, [REDACTED]

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 for Consulting Services of Supervisory Independent Safety Assessment for the Metro Project (SISA) (Tender No. 395/2026) 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

Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

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 of **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 9
ISO/IEC CERTIFICATES AND ANNEXES

[To be completed in a separate form by the Bidder in accordance with the Threshold Requirement specified in Section 2.2.2 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.*

We, _____ (complete the Bidder name), confirm that the Bidder holds the following ISO certifications:

1. A valid and active accreditation as an Inspection Body in accordance with ISO/IEC 17020 Type A, explicitly covering, together with its official Scope of Accreditation (annexes), the railway sector under Regulation (EU) No 402/2013 (CSM-RA) granted by an accreditation body of a Member State of the European Union.
2. A valid and active accreditation certificate for bodies certifying products/ processes/services in accordance with ISO/IEC 17065, explicitly covering, together with its official Scope of Accreditation (annexes), the railway sector granted by an accreditation body of a Member State of the European Union.

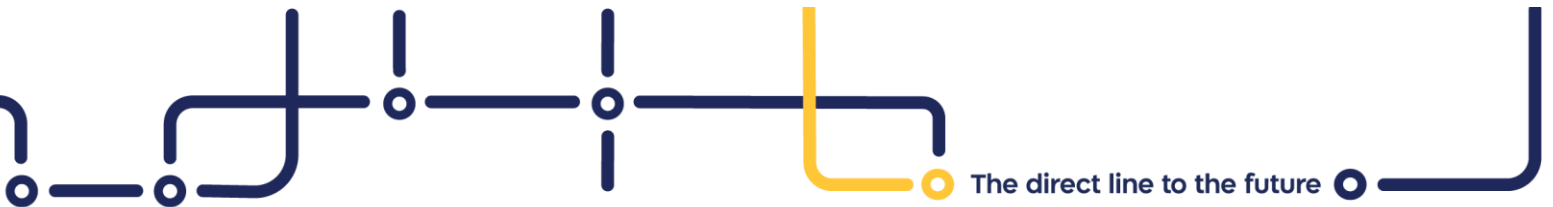
[It is required to attach a copy of the ISO/IEC 17020 Type A Inspection Body Requirements certification and its annexes, and ISO/IEC 17065 Body Requirements certification and its annexes, certified as a true and accurate copy].

Faithfully yours,

_____	_____	_____
Date	Name	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 No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

Annex A to Tender Form 9

Bidder's ISO/IEC 17020 Type A Certificate and Official Scope of Accreditation

(to be inserted hereinafter by the Bidder)



The direct line to the future

Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

Annex B to Tender Form 9

Bidder's ISO/IEC 17065 Certificate and Official Scope of Accreditation

(to be inserted hereinafter by the Bidder)



TENDER FORM 10
EXPERIENCE AS INDEPENDENT SAFETY ASSESSOR (ISA)

*[To be completed by the Bidder, in accordance with the **Threshold Requirements** specified in Section 2.2.1 (The Bidder's Professional Former Experience) of Volume 1 Part II (Threshold Requirements (TR)) and the **Evaluation Criteria** specified in Section 3.2 (Experience as Independent Safety Assessor (ISA) - Evaluation Criteria) of Volume 1 Part III (Evaluation Criteria (EC))]*

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

I, the undersigned _____ [*Declarant's Full Name*], am making this affidavit on behalf of _____ [*The Bidder*], hereby warrant and declare that until the Bid Submission Date, the Bidder has gained the professional experience attached hereto to this tender form, and that the information provided in this form is accurate and may be supported by documentary evidence and client confirmation upon request, in accordance with the discretion of the Tender Committee.

I confirm that the Bidder meets the Threshold Condition for Professional Experience and that Attachment A to this Tender Form 10 shall be used to demonstrate compliance with both the Threshold Condition and Quality Criterion 1.

Faithfully yours,

Date

Name

Stamp and Signature

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

Attorney-at-law

Annex A to Tender Form 10

Bidder Compliance and Project Reference Form – Threshold Condition and Quality Criterion 1

(To be completed and submitted by the Bidder for each reference Project separately)

QUALITY CRITERION 1

The number of **GoA3 and/or GoA4** Metro Projects in which the Bidder acted as an Independent Safety Assessor (ISA) where its scope of work expressly included the independent assessment and approval/endorsement of the Signaling and Train Control System Safety Case, in accordance with the CENELEC / EN 50126 standards.

The Bidder may also submit **GoA2** Metro Projects under this criterion. Experience from the same railway project may be presented as separate projects where the GoA3/GoA4 scope constitutes an upgrade of the system previously assessed at GoA2 level and a separate Signaling and Train Control System Safety Case was approved/endorsed by the Bidder. In such a case, the Bidder shall be credited separately for each project stage.

The Bidder may submit an unlimited number of Projects for evaluation; however, in any event the Bidder shall not be awarded, for each Evaluation Criterion, more than the maximum score allocated to that criterion (including any points for GoA2 Projects).

☐

The Bidder confirms that the projects below meet the Threshold Condition and this Quality Criterion.

GoA Level: ☐ GoA2 ☐ GoA3 ☐ GoA4

Project Reference

Project / Line Name	Services Start Date	Services End Date	Ongoing
			☐

Client Details

Client Name	Phone	Name of Contact Person	Email



Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

Project / Line Description

Provide a concise description of the project and explain how it demonstrates compliance with the Quality Criterion.

Annex B to Tender Form 10

Bidder Compliance and Project Reference Form – Quality Criterion 2

(To be completed and submitted by the Bidder for each reference Project separately)

QUALITY CRITERION 2

The number of **GoA3 and/or GoA4** Metro Projects in which the Bidder acted as an Independent Safety Assessor (ISA), where it delivered the final Independent Safety Assessment Report in accordance with EN 50126 for the final System Acceptance phase prior to the Revenue Service/Permit to Operate/Revenue Operations Permit/Entry into Service.

For the avoidance of doubt, this criterion does not refer to an Operational Safety Case that is incorporated into a subsequent, overarching, line-wide Operational Safety Case. For credit to be given in this criterion, the final Independent Safety Assessment Report must constitute the final Safety Case which integrated the Operational Safety Case, and all previously submitted Safety Cases for a given project for the final ISA endorsement and condition for Permit to Operate (PTO).

The Bidder may submit an unlimited number of Projects for evaluation; however, in any event the Bidder shall not be awarded, for each Evaluation Criterion, more than the maximum score allocated to that criterion.

☐	The Bidder confirms that the projects below meet this Quality Criterion.
--------------------------	--

GoA Level: ☐ GoA3 ☐ GoA4

Project Reference

Project / Line Name	Services Start Date	Services End Date	Ongoing
			☐

Client Details

Client Name	Phone	Name of Contact Person	Email

Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

Project / Line Description

Provide a concise description of the project and explain how it demonstrates compliance with the Quality Criterion.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Annex C to Tender Form 10

Bidder Compliance and Project Reference Form – Quality Criterion 3

(To be completed and submitted by the Bidder for each reference Project separately)

QUALITY CRITERION 3

The number of Civil Structures (Infra #1) in which the Bidder acted as an Independent Safety Assessor (ISA) and provided the formal endorsement/approval of a separately submitted, ISA-endorsed civil Safety Case, in accordance with EN 50126.

Civil Structures considered as a dedicated Safety Case for Infra #1 include: Tunnels (TBM/NATM), Portals, Depot, Launching Shaft and Underground Stations. For the avoidance of doubt, the Bidder may present multiple civil structures within the same project, so that each Civil Structure is counted separately for evaluation.

Note/Clarification: To qualify for scoring, the Bidder must explicitly prove and declare that a standalone, dedicated Safety Case was produced, evaluated, and formally endorsed specifically for the designated Infra #1 element(s). General system-level Safety Cases (which include aspects of Infra #1) that are not submitted as standalone Infra #1 Safety Cases will not be eligible for scoring. Points will be awarded only if a dedicated, and separately submitted Infra #1 Safety Case is evaluated and approved by the ISA. The Bidder shall sign and confirm that a specific Infra #1 Safety Case existed and was formally assessed and endorsed by the Bidder for each Structure presented. Failure to demonstrate a dedicated Infra #1 Safety Case will result in zero points given for this criterion.

The Bidder may submit an unlimited number of Projects for evaluation; however, in any event the Bidder shall not be awarded, for each Evaluation Criterion, more than the maximum score allocated to that criterion.

☐	The Bidder confirms that the projects below meet this Quality Criterion.
--------------------------	--

Project Reference

Project and Structure Name	Services Start Date	Services End Date	Ongoing
			☐

Client Details

Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

Client Name	Phone	Name of Contact Person	Email

Project and Structure Description

Provide a concise description of the project and structure and explain how it demonstrates compliance with the Quality Criterion.

[illegible]

Annex D to Tender Form 10

Bidder Compliance and Project Reference Form – Quality Criterion 4

(To be completed and submitted by the Bidder for each reference Project separately)

QUALITY CRITERION 4

The number of GoA2, **GoA3 or GoA4** Metro Projects in which the Bidder acted as an Independent Safety Assessor (ISA) for the evaluation and endorsement of the Operational Safety Case, in accordance with EN 50126.

The Bidder may submit an unlimited number of Projects for evaluation; however, in any event the Bidder shall not be awarded, for each Evaluation Criterion, more than the maximum score allocated to that criterion.

☐	The Bidder confirms that the projects below meet this Quality Criterion.
--------------------------	--

GoA Level: ☐ GoA2 ☐ GoA3 ☐ GoA4

Project Reference

Project / Line Name	Services Start Date	Services End Date	Ongoing
			☐

Client Details

Client Name	Phone	Name of Contact Person	Email

Project Description

Provide a concise description of the project and explain how it demonstrates compliance with the Quality Criterion.

[illegible]



TENDER FORM 11
PRICE PROPOSAL

(To be completed by the Bidder)

To:

Chairman of the Tender Committee

NTA – Metropolitan Mass Transit System Ltd.

26 Harokmim St.

Holon, Israel

Dear Sir,

Re: Tender for Consulting Services

I, the undersigned, _____ (*name of Bidder to be completed*) (the "**Bidder**") hereby submit this **Tender Form "11"** (*Price Proposal*), as part of the Bid submitted by the Bidder pursuant to the Tender Documents.

1. The Bidder shall fill in the rates below in accordance with the instructions detailed in **Annex A** (*Price Proposal – Submission Instructions*) to the ITB and the instructions hereunder.
2. The Bidder shall indicate within section 4 below its proposed hourly rates for the provision of the Services by each of the different grades of personnel pursuant to the provisions of the Tender Documents (including Section 10.2.2 of the ITB, and Appendix 2 (Remuneration and Payment) to the Agreement). The proposed hourly rates shall be indicated as a single uniform discount rate, , ranging from zero percent (0%) to fifteen percent (15%), to the basic rates as specified in Section 4 below (the "**Basic Hourly Rate**").
3. The Basic Hourly Rate of each of the different grades of personnel, discounted pursuant to the Bidder's Price Proposal in Section 4 below, shall be referred to as such grade of personnel's "**Hourly Rate**".
4. **Hourly Rate.** Basic Hourly Rates for the relevant functions:

Functions	Minimum Qualifications	Basic Hourly Rate (EUR)
Project Manager (two in total)	As detailed in Section 10.2.2.2 of the ITB.	€170
Technical Expert	Minimum 7 years' experience in railway projects and fluent English.	€160

Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

Functions	Minimum Qualifications	Basic Hourly Rate (EUR)
	Such experience may have been gained, inter alia, through work performed for an Independent Safety Assessor (ISA), railway operator, railway infrastructure manager, system integrator, engineering consulting company, or any organization involved in the design, development, implementation, testing, commissioning, or operation of railway systems and subsystems (including signaling, rolling stock, communications, power supply, and related systems).	
Technical Assistant	Minimum 3 years' experience in railway projects and fluent English. Such experience may have been gained, inter alia, through work performed for an Independent Safety Assessor (ISA), railway operator, railway infrastructure manager, system integrator, engineering consulting company, or any organization involved in the design, development, implementation, testing, commissioning, or operation of railway systems and subsystems (including signaling, rolling stock, communications, power supply, and related systems).	€100

Discount Proposal* = ____% (in words _____ percent) *[specify the rate of discount (value not to exceed 15%) in whole percentages on the Basic Hourly Rate]*

* The Bidders are referred to Section 2 of Annex A (Price Proposal – Submission Instructions) to the ITB, regarding the inclusion of all Consultant's contractual commitments and obligations within the Discount Proposal.

5. All prices quoted herein are exclusive of VAT, in real value as of the Bid Submission Date and before indexation.
6. All capitalized terms not defined above shall have the meaning attributed to them in the Tender Documents.



Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

Faithfully yours,

_____	_____	_____
Date	Name	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 12

CONTENTS 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 – Bid Submission 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 – Declaration and Obligation of No Conflict of Interest
☐	Tender Form 5 – Signed Consulting Services Agreement
☐	Tender Form 6 – Attorney Confirmation
☐	Tender Form 7 – CPA Certificate
☐	Tender Form 8 – 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 9 – ISO/IEC Certificates and Annexes ☐ Attached hereto are the Bidder's ISO/IEC 17020 Type A Certificate and its Annexes ☐ Attached hereto are the Bidder's ISO/IEC 17065 Certificate and its Annexes

Tender No. 395/2026 | SISA | Volume 1 – Part IV | Tender Forms

Bidder's Inspection	Description of the Bid Envelope Contents
☐	Tender Form 10 – Experience as Independent Safety Assessor (ISA) ☐ Attached hereto is the Bidder Compliance and Reference Form (Annex A) - Threshold Condition and Quality Criterion 1 (separate copy for each reference project) ☐ Attached hereto is the Bidder Compliance and Reference Form (Annex B) - Quality Criterion 2 (separate copy for each reference project) ☐ Attached hereto is the Bidder Compliance and Reference Form (Annex C) - Quality Criterion 3 (separate copy for each reference project) ☐ Attached hereto is the Bidder Compliance and Reference Form (Annex D) - Quality Criterion 4 (separate copy for each reference project)
☐	Tender Form 12 – Contents of the Bid (This Tender Form 12)
☐	Copy of all Tender Documents duly signed All documents listed in Annex C of the ITB, any appendices, attachments, and Addenda thereto, and any other document published by NTA in accordance with Section 3.4 (<i>Addenda</i>) of the ITB prior to the Submission Date, excluding the Services Agreement to be attached to Tender Form 5, and the Price Proposal to be attached <u>separately</u> in Envelope 2.
	Envelope 2 – Price Proposal
☐	Tender Form 11 – The Price Proposal (This form shall be submitted in a separate, sealed envelope)
	Attorney-at-Law / public notary: _____.
	Stamp and Signature: _____.
	Date: _____.

AGREEMENT No_____

For

**Professional Consulting Services of
Supervisory Independent Safety
Assessment for the Metro Project
(SISA)**

By and Between

**NTA – Metropolitan Mass Transit
System Ltd.**

And

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Table of Contents

1. GENERAL PROVISIONS	5
2. THE OWNER.....	10
3. THE CONSULTANT	12
4. PAYMENT	20
5. LIABILITIES	21
6. PERFORMANCE GUARANTEE	22
7. INSURANCE	25
8. INTELLECTUAL PROPERTY	25
9. CONFIDENTIALITY	26
10. ANTI-BRIBERY AND ANTI-CORRUPTION	28
11. NO CONFLICT OF INTEREST	28
12. INDEPENDENT CONTRACTOR	31
13. TERM AND SUSPENSION	31
14. TERMINATION.....	33
15. FORCE MAJEURE	36
16. LIEN AND SET-OFF RIGHTS	38
17. ENTIRE AGREEMENT	38
18. DISPUTES.....	38
19. MISCELLANEOUS	38

List of Appendices

Appendix 1 - Scope of Services

Appendix 2 - Remuneration and Payment

Appendix 2A - Monthly Time Sheets Template

Appendix 3 - Non-Conflict of Interest Undertaking

Appendix 4 - Information Security for NTA Suppliers with Access to NTA

Information Systems

Appendix 5 - Data Processing Agreement

Appendix 6 - Quality Assurance Guidelines

Appendix 7 - Use of Information Through Artificial Intelligence Tools

Appendix 8 - NTA Code of Ethics for Suppliers

Appendix 9 - Declaration Regarding Integrity and Ethical Conduct

Appendix 10 - Digital Chapter

Appendix 11 - No-Claims Declaration

Appendix 12 - Certificate of Insurance

Appendix 13 - Performance Guarantee

Appendix 14 - List of Advisors to the Tender Committee

Appendix 15 - Irrevocable Undertaking for Confidentiality and Information

Security

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

This Agreement is made the ____ day of _____, 2027

By and Between:

NTA – Metropolitan Mass Transit System Ltd.

with address- Azrieli Center, 26 Harokmim St. Building A Holon, Israel

(the "**Owner**" or "**NTA**")

And

with address _____

(the "**Consultant**")

The Owner and the Consultant together shall be referred to as the "**Parties**".

Whereas The Owner is a government company authorized to promote the planning, development and establishment of a Metro system in the Tel Aviv Metropolitan area, including the M1, M2 and M3 lines (the "**Project**" or "**Metro Project**"); and

Whereas The Owner is interested in retaining the services of a consultancy company for providing Supervisory Independent Safety Assessment (SISA) services with respect to the Project and the three Metro lines M1, M2 and M3 as detailed in **Appendix 1** of this Agreement; and

Whereas The Consultant has been declared the Successful Bidder pursuant to the Tender Process;

Whereas The Consultant wishes to provide the Services in accordance with the provisions of the Tender Documents; and

Whereas The Consultant represents that it has the necessary expertise, capabilities, resources, competent personnel and experience to carry out the Services (as defined below), all consistent with the highest standard of care, and is willing to provide the Services, in connection with the Project on the terms and conditions set out in this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

1. GENERAL PROVISIONS**1.1. Definitions**

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

- 1.1.1. **"Agreement" or "Agreement Documents"** means this Agreement with all the Appendices thereto and the Consultant's Bid.
- 1.1.2. **"Authority"** means 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, that has jurisdiction over the Project, the Services, any further or other work or services (additional to the Services) performed pursuant to or in connection with this Agreement or the performance by the Consultant of its obligations under this Agreement.
- 1.1.3. **"Claim"** means any claim whatsoever for an increase in the Consideration or for any payment of money (including damages):
 - 1.1.3.1. Under, arising out of, or in any way in connection with this Agreement, including any direction or instruction of the Owner;
 - 1.1.3.2. Arising out of, or in any way in connection with, the Services or the performance of the Services; or
 - 1.1.3.3. Arising otherwise by Law or by any change in the Law.
- 1.1.4. **"Bid"** means the proposal submitted by the Consultant in Tender Number 395/2026, including its Bidding Forms.
- 1.1.5. **"Confidential Information"** means as set out in Sub-Section 9.1.
- 1.1.6. **"Consultant's Undertakings"** means as set out in Sub-Section 3.3.
- 1.1.7. **"Day"** - means a calendar day, including weekends and public holidays, unless otherwise specified as a "Business Day," which refers to any day other than a Saturday, Sunday, or a public holiday in the State of Israel or in the Consultant's domicile.
- 1.1.8. **"Deliverables"** means any documents, reports, audits, submissions, or written determinations provided to the Consultant by the Owner to perform the Services. For the avoidance of doubt, documents and outputs prepared and submitted by the Consultant to the Owner shall be referred to as "Work Products", and not as "Deliverables".

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 1.1.9. **"Documentary Records"** means as set out in Sub-Section 3.6.2.
- 1.1.10. **"Entitlement"** means the right to:
- 1.1.10.1. Any adjustment to the Consideration or any payment to the Consultant by the Owner; or
 - 1.1.10.2. Recover any loss, costs, profit, fees, damages or expense of any kind arising:
 - 1.1.10.2.1. Out of or in connection with this Agreement; or
 - 1.1.10.2.2. Out of or in connection with the Services or the performance of the Services.
- 1.1.11. **"Consideration"** means the total fee payable to the Consultant under this Agreement for the proper and duly executed performance and completion of the Services to the satisfaction of the Owner as set out in **Appendix 2** (*Remuneration and Payment*) hereto.
- 1.1.12. **"Agreement Term"** means the term of this Agreement as set out in Sub-Section 13.1.
- 1.1.13. **"Laws"** or **"Israeli Law"** 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, whether they are expressly mentioned in the Agreement or not.
- 1.1.14. **"Owner's Policies"** means an initial (non-exhaustive) list of the documents comprising the Owner's Policies to be provided to the Consultant after the signing of the Agreement.
- 1.1.15. **"Party"** and **"Parties"** mean the Owner or the Consultant, as the context requires, and **"third party"** means any other person or entity as the context requires.
- 1.1.16. **"Personnel"** means the Consultant's personnel who are qualified and suitable for providing the Services as set forth in Appendix 1 (Scope of Services), including the Project Managers and their staff.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 1.1.17. **"Project Information"** means any written data, information, drawings and documents that the Owner or any other third party through the Owner has provided or may provide from time to time to the Consultant for review and comments or otherwise to perform the Services.
- 1.1.18. **"Project Manager"** means the approved Project Manager(s) presented by the Consultant and approved by the Owner as part of the preconditions for the execution of this Agreement, as set forth in Section 10.2.2 of the Invitation to Bid ("Invitation to Bid" or "ITB" means Tender Number 395/2026 issued by the Owner), and may be changed by the Consultant (or by the Owner's instructions) according to the provisions of this Agreement, subject to prior consent of the Owner.
- 1.1.19. **"Services"** means the services, and any other work required under this Agreement in order to carry out and complete the services set out in **Appendix 1** (*Scope of Services*) to be performed by the Consultant in accordance with this Agreement and shall include (but is not limited to) the production and delivery of any of the Work Products.
- 1.1.20. **"Signature Date"** means the date on which the Owner and the Consultant sign the Agreement; provided that, if the Owner and the Consultant do not sign the Agreement on the same date, "Signature Date" means the date on which the Owner signs the Agreement.
- 1.1.21. **"Work Products"** means any audits, reports, Work Plans, Periodic Reports, progress updates, submittals, written determinations, opinions, findings, recommendations, presentations and any other documents, materials or outputs prepared, developed or submitted by the Consultant in connection with the Services.

1.2. Interpretation

- 1.2.1. In this Agreement, capitalized terms shall have the meaning assigned to them in Sub-Section 1.1 (Definitions). Unless otherwise expressly stated in this Agreement or the context requires otherwise, any capitalized words or phrases defined in the Invitation to Bid shall have the meaning set forth therein.
- 1.2.2. A term that is defined in any of the Agreement Documents shall have the same meaning in all the other documents of this Agreement, unless the context requires otherwise.
- 1.2.3. In this Agreement, except where the context requires otherwise:

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 1.2.3.1. Words indicating one gender include both genders;
- 1.2.3.2. Words indicating the singular also include the plural and words indicating the plural also include the singular;
- 1.2.3.3. Provisions including the word "agree", "agreed", "agreement" or "consent" require the agreement or consent to be recorded in writing; and
- 1.2.3.4. "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- 1.2.4. Any reference to conduct includes an omission, statement or undertaking, whether in writing or not.
- 1.2.5. 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).
- 1.2.6. 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.
- 1.2.7. Mentioning anything after "includes, including, for example," or similar expressions, will not limit the applicable subject matter to the mentioned examples.
- 1.2.8. The Consultant hereby states that it has thoroughly examined this Agreement and assessed all risks, consequences and possible outcomes and that the Consultant signed this Agreement freely after consenting to all its terms and phrasing.
- 1.3. General
 - 1.3.1. The preamble and appendices of this Agreement constitute an integral part hereof.
 - 1.3.2. The titles of Sections are intended for the sake of convenience only and bear no relevance to the interpretation of this Agreement.
- 1.4. Communication

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

1.4.1. Wherever this Agreement provides for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:

1.4.1.1. In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted through the EDMS ("EDMS" means Electronic Document Management System, such as Aconex or such other electronic platform as may be designated by the Owner) or such other electronic platform as may be designated by the Owner from time to time, and delivered, sent or transmitted to the address or account for the recipient's communications. However:

1.4.1.1.1. If the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and

1.4.1.1.2. If the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

1.4.1.2. Any communication delivered by hand or transmitted through the EDMS or other approved electronic means shall be deemed received at the time of delivery or transmission, provided that a record of transmission is generated by the applicable system; and

1.4.1.3. Any communication sent by mail or courier shall be deemed received five (5) Business Days after dispatch, unless actually received earlier.

1.5. Law and Language

1.5.1. This Agreement is governed by the Laws of the State of Israel.

1.5.2. The language of this Agreement shall be English and all communications in connection with it shall be in English.

1.6. Priority of Documents

1.6.1. The Agreement Documents are to be taken as mutually explanatory of one another.

1.6.2. In the event of any ambiguity, conflict, error, discrepancy, inconsistency or contradiction in or between any one or more of the 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,

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

error, discrepancy or inconsistency that does not involve different degrees of severity and cannot be resolved by implementing Sub-Section 1.6.1 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.

- 1.6.3. The Consultant shall have no Entitlement and shall not make a Claim as a consequence of a determination made by the Owner under Sub-Section 1.6.2 as a consequence of any conflict, error, discrepancy or inconsistency in any document produced by any of the Owner, the Consultant or any Authority.

1.7. Consultant's Use of Owner's Documents

As between the Parties, the Owner shall retain the copyright and other intellectual property rights in the Agreement Documents and other documents made by (or on behalf of) the Owner. The Consultant may, at its cost, copy or use these documents only for the purposes of the Agreement. The Consultant shall not, without the Owner's prior written consent, copy or transfer these documents to any third party (except and to the extent required by Laws or necessary for the execution of the Agreement).

1.8. Compliance with Laws

- 1.8.1. The Consultant shall, in providing the Services, observe and comply with all applicable Laws from time to time applicable to the Services or the Project.
- 1.8.2. The Consultant shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals as required by the Laws in relation to the provision of the Services, and shall indemnify and hold the Owner harmless against and from the consequences of any failure to do so.
- 1.8.3. The Consultant undertakes that, at all times during the Agreement Term, its undertakings under this Agreement shall be adjusted to take into account any change in the Israeli Law, which is enacted, made, amended or promulgated after the Signature Date, which may affect the Consultant's obligations, responsibilities, liabilities and/or rights under the Agreement. The Consultant shall have no Entitlement and shall not make a Claim in respect of any change in the Israeli Law.

2. THE OWNER

2.1. Information

- 2.1.1. The Owner may provide the Consultant, at its sole discretion, with the information requested by the Consultant to perform the Services that it holds

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

as set forth in this Agreement, as may be amended from time to time. For the avoidance of doubt, the Owner's exercise of its discretion under this Sub-Section shall not relieve the Consultant of any of its obligations under this Agreement, including its obligation to independently obtain all information necessary for the proper performance of the Services.

- 2.1.2. The Consultant shall take all necessary steps to verify that any data, information, drawings, and documents provided to it by the Owner (or anyone acting on its behalf) are accurate, complete, and adequate in all material aspects. For the avoidance of doubt, the Consultant shall be responsible for obtaining all data, information, drawings, and documents (including, but not limited to, any data, information, drawings, and documents constituting the Project Information) that may be required for the proper and timely performance of the Services.
- 2.1.3. The Consultant shall within twenty-four (24) hours of discovering any discrepancy or error in the Project Information notify the Owner accordingly.
- 2.1.4. The Consultant shall have no Entitlement and shall not make a Claim in respect of any discrepancy or error contained in the Project Information.

2.2. Decisions

All requests for decisions or information from the Consultant shall be referred to the Owner in writing and in a timely manner so as not to delay the Services or the Project and the Owner shall give its decision in writing. If the Consultant considers that any delay by the Owner in providing its decision may cause a delay in the performance of the Services, it shall immediately notify the Owner in writing.

2.3. Owner's Representative and Instructions

- 2.3.1. The Owner shall designate a person to be its representative for the administration of this Agreement.
- 2.3.2. The Owner may issue to the Consultant (at any time) written instructions. The Consultant shall only accept written instructions from the Owner or its authorized representative.
- 2.3.3. The Consultant shall render the Services and prepare its Work Products in accordance with the Agreement and the Owner's Policies, and submit them to the Owner.

2.4. Services of Others

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 2.4.1. The Services shall be provided in a manner that does not conflict with the work of other consultants or contractors of the Project.
- 2.4.2. The Consultant acknowledges that subject to the terms of this Agreement, the performance of the Services may require the Consultant to demonstrate flexibility, and to adapt and adjust to changes to the time schedule and to the Project.

3. THE CONSULTANT**3.1. Consultant's Representations**

The Consultant hereby represents and warrants to the Owner that:

- 3.1.1. All of the representations and all other facts communicated in writing to the Owner by or on behalf of the Consultant in connection with, or arising out of the Consultant's Bid were and remain in all material respects, true, accurate and not misleading;
- 3.1.2. The Consultant possesses the necessary experience, knowledge, expertise, and professional capabilities for the execution of the Services by the Consultant and its Personnel in a timely manner and in accordance with this Agreement;
- 3.1.3. The Consultant obtained all necessary licenses, consents, approvals, permits, and certifications required for providing the Services;
- 3.1.4. This Agreement has been duly authorized and executed by the Consultant and constitutes its legal, valid and binding obligations and there is no prohibition or limitation on its executing this Agreement or providing the Services or on any of its obligations hereunder.
- 3.1.5. The Consultant 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 1** (*Scope of Services*) and those services that are reasonably related to or resulting from the Services indicated therein and from this Agreement, in each case as may be required for the Metro Project and its interfaces, systems and associated works.

For the avoidance of doubt, the Consultant may be instructed to perform any

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

change, alteration, variation, amendment, addition or reduction to the Scope of the Services, including (but not limited to) appointing separate Project Managers for each Metro Line (M1, M2 and M3), subject to the Owner's approval, and any other services required by the Owner for the Project (hereinafter: "**Additional Services**").

Any Additional Services shall be provided pursuant to the issuance of a written request and shall entitle the Consultant to the same Consideration as specified in **Appendix 2** (*Remuneration and Payment*) and **Tender Form "11"**, solely and exclusively.

- 3.2.2. The Services shall be provided from the Consultant's offices and infrastructure, unless otherwise requested by the Owner. The Owner may, at its sole discretion, request the Consultant and/or anyone else on its behalf to arrive in Israel and, in those cases, the Consultant shall be entitled to the Consideration as defined in Section 3 of **Appendix 2** (*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 obtaining the visas and work permits as required by Israeli Law. In the event that 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 receive the visa.
- 3.2.3. The Owner shall not be obligated to assign a minimal scope to the Consultant during the Term of this Agreement. Accordingly, the Consultant shall be prevented and precluded from making any claim regarding the scope of the Services and/or the amount of work or billable assignments issued by the Owner.
- 3.2.4. 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 Project, and shall give the Owner the benefit of its experience elsewhere. The Consultant shall familiarize itself with and, in the performance of its Services, ensure that it considers and acts, at all times, among other parameters, in accordance with the nature of the Project, the conditions of the Project (stages, works, sites etc.), and the time schedules of the Project.
- 3.2.5. The Consultant will be expected to work in co-operation with other consultants, designers, and reviewers, either employed by the Owner, by the relevant contractors employed by the Owner, or any other entity.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 3.2.6. The Consultant's Work Products must comply with the Owner's requirements and any relevant Law, as applicable, and must give full consideration to the views and comments expressed by the Owner, its representatives and any relevant Authority. All such Work Products shall be provided to the Owner for its review, comment and consideration.
- 3.2.7. The Consultant shall keep the Owner fully informed on the performance of the Services and shall provide the Owner, upon request, with further information as the Owner may require.

3.3. Consultant's Undertakings

- 3.3.1. The Consultant undertakes that in the performance and completion of the Services it shall exercise the highest level of skill, care and diligence as may be expected of a professional consultant experienced in providing services similar to the Services in relation to projects of a similar size, scope and complexity as the Project as further set forth in this Agreement and in **Appendix 1** (*Scope of Services*).
- 3.3.2. In performing the Services, the Consultant undertakes that it shall, inter alia:
- 3.3.2.1. Provide the Services in a timely manner and in strict compliance with all the requirements of this Agreement.
- 3.3.2.2. 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 and shall continue to perform all such obligations.
- 3.3.3. 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.
- 3.3.4. 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.
- 3.3.5. The Consultant undertakes to be familiar with and act in accordance with NTA's Code of Ethics. The current Owner's Code of Ethics (which may be amended from time to time) is published on the Owner's website and attached as **Appendix 8** (*Code of Ethics*).
- 3.3.6. It should be further clarified that the Consultant hereby undertakes the following: (1) to bring the content of NTA's Code of Ethics to the attention of

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

the Consultant's employees, agents, and everyone acting on the Consultant's behalf, who are involved in any way in the provision of the Services or in any agreement arising therefrom, and to act in accordance therewith; and (2) to observe any changes, omissions or additions in NTA's Code of Ethics, as shall be published on the Owner's website, and to follow and comply at all times with all such changes, omissions or additions.

3.3.7. In the course of providing the Services, the Consultant shall comply with each of the provisions of **Appendix 5** (*Data Processing Agreement*), **Appendix 7** (*Use of Information Through Artificial Intelligence Tools*) and **Appendix 10** (*Digital Chapter*).

3.3.8. The Consultant shall be responsible for planning, implementing and maintaining quality assurance of, 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 products of the Services. The Consultant shall comply with each of the provisions of **Appendix 6** (*Quality Assurance Guidelines*).

The Consultant's undertakings specified in this Sub-Section 3.3 shall be referred to as the "**Consultant's Undertakings**".

3.4. Reliance on Undertakings

The Consultant acknowledges that the Owner relies and will rely on:

- 3.4.1. The Consultant's representations; and
- 3.4.2. The Consultant's Undertakings; and
- 3.4.3. The Consultant's advice, skill and judgment in the execution of the Services;

3.5. Consultant's Undertakings Unaffected

The Consultant acknowledges that the Consultant's Undertakings shall remain unaffected notwithstanding:

- 3.5.1. Any change made to the Services as a consequence of, or in accordance with comments received or directions of the Owner or on its behalf; or
- 3.5.2. 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, stored on any electronic medium whatsoever.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 3.6.2. Such records shall include but are not limited to the following (collectively, the "**Documentary Records**"):
- 3.6.2.1. Project Information;
 - 3.6.2.2. Any other written information supplied by the Owner;
 - 3.6.2.3. All reports and notices obtained by the Consultant from sub-contractors, consultants and contractors engaged in the implementation of the Project;
 - 3.6.2.4. All records relating to the Consideration 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 for all Documentary Records produced by or for the Consultant in the framework of the Services in order 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 inspecting 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 Sub-Section.
- 3.6.6. The Consultant shall not destroy the Documentary Records without the prior written approval of the Owner.
- 3.7. Work Plan, Periodic Reports and Work Products
- 3.7.1. The Consultant and the Owner shall coordinate, from time to time, the reporting and submittal requirements applicable to the Services, including the

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

content, format, timing, and level of detail of the Work Products to be submitted by the Consultant in connection therewith. As part of the foregoing, the Consultant shall submit to the Owner, as may be required for the relevant Services and as coordinated between the Parties, Work Products, which may include: (a) a Work Plan on a monthly and/or quarterly basis (or any other time frames), as applicable to the relevant stage of the Project or the relevant task; and/or (b) Periodic Reports, progress updates and supporting information relating to the Services, on a monthly and/or quarterly basis (or any other time frames), as applicable.

- 3.7.2. Each Work Plan ("Work Plan" means the plan prepared by the Consultant on a monthly, quarterly, or other periodic basis as agreed, setting out the main activities, expected Work Products to be delivered, and anticipated schedule for the relevant reporting period) shall set out, in reasonable summary, the main activities, expected Work Products to be delivered, anticipated schedule, and any other matters agreed between the Parties for the relevant reporting period.
- 3.7.3. Each Periodic Report ("Periodic Report" means the report prepared by the Consultant on a monthly, quarterly, or other periodic basis as agreed, addressing the Services performed during the relevant period) shall address the Services performed during the relevant period and shall include such information, findings, status updates, open items, and follow-up matters as may be relevant to the applicable Services and as coordinated between the Parties.
- 3.7.4. The Owner may review and provide comments on any Work Products submitted by the Consultant, and the Consultant shall take such comments into account and provide clarifications, updates, or revised submissions, to the extent reasonably required in connection with the Services.
- 3.7.5. The Parties may agree, from time to time, on specific submission procedures, review timelines, responsible representatives and follow-up arrangements in relation to any monthly and/or quarterly Work Plan, Periodic Report and/or other outputs from the Consultant.
- 3.7.6. Unless otherwise agreed by the Parties or required by the nature of the Services, the requirements set out in this Section shall apply only to the extent relevant to the applicable task, assignment or stage of the Project.

3.8. Assignments

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 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 the State of Israel or to any entity duly appointed or designated by the State of Israel, without the prior consent of the Consultant. The Consultant shall execute within 14 days of any request by the Owner to do so any and all documentation as may be required to effect such assignment.
- 3.8.2. The Consultant shall not assign any of its rights, obligations or benefits under this Agreement without the Owner's prior written consent, which may be conditional upon terms and conditions as may be determined by the Owner at its discretion.

3.9. The Project Managers and the Consultant's Personnel

During the Agreement Term, the Consultant shall provide the Services in accordance with the following provisions:

- 3.9.1. Within thirty (30) Days of the Signature Date, the Consultant shall submit to the Owner a list of its Personnel. Such list shall include the name of each person and the applicable role from among the roles specified in **Tender Form "11"** of the Invitation to Bid.
- 3.9.2. The Services shall be provided only by the Consultant's Personnel, directly employed by the Consultant. The involvement of any sub-consultant in the Services shall be subject to prior written approval of the Owner.
- 3.9.3. One Project Manager for the M1 line and one Project Manager for the M2 and M3 lines (jointly), who were presented by the Consultant and are approved by the Owner, in order to fulfill the Preconditions for the Execution of the Agreement as stipulated in Section 10.2.2 of the ITB, shall serve through the term of the Agreement.
For the removal of doubt, each Project Manager shall not perform any additional function.
- 3.9.4. The Consultant shall act during the Agreement Term to preserve the identity of the Project Managers and any of its Personnel.
- 3.9.5. The replacement of a Project Manager during the first twelve (12) months from the execution of the Agreement, shall occur only in circumstances beyond the control of the Consultant, and in any case shall be subject to approval by the Owner.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 3.9.6. The Owner's approval of the Project Managers shall not, in any way, relieve the Consultant from any of its responsibilities, obligations, or liabilities under this Agreement.
- 3.9.7. Following the initial twelve (12) months, in the event the Consultant wishes to replace any of the Project Managers during the Agreement Term, the Consultant shall arrange for a suitable replacement by a person of similar competence and experience and must obtain NTA's prior written approval, at the Owner's sole discretion. For that purpose, the Owner will be entitled, inter alia, to review any relevant information regarding the suggested Personnel (and entitled to an interview with the Project manager(s)), and subject its approval to a changeover period as the Owner may deem necessary, and may disqualify any of the Personnel proposed by the Consultant, at its sole discretion.
- 3.9.8. During the changeover period (if applicable), the relevant Project Manager or the relevant Consultant's Personnel shall ensure a smooth and full transfer of its duties and responsibilities, without having any effect on the ongoing work.
- 3.9.9. Notwithstanding the requirements set forth in Section 10.2.2 of the Invitation to Bid, where a Project Manager is to be replaced by way of internal promotion of a person already serving within the Consultant's Personnel on the Metro Project, such nominee may be appointed if the nominee has at least three (3) years of experience within the Consultant's Personnel on the Metro Project, provided that any such appointment shall be subject to the prior written approval of the Owner (NTA). For the avoidance of doubt, this Sub-Section applies only to such internal promotions, and all other appointments to the role of Project Manager shall comply with the requirements of Section 10.2.2 of the Invitation to Bid.
- 3.9.10. Any Personnel working for the Consultant shall be suitably qualified and experienced for their assignments. The Personnel designated by the Consultant for the performance of the Services shall include all relevant functions and qualifications required in order to perform the relevant Services. Each member of the Personnel shall meet all professional requirements specified in Section 4 of **Tender Form "11"** to the ITB in respect of the function of which such person is assigned. Excluding the Project Managers, any Personnel specified in Section 4 of **Tender Form "11"** to the ITB performing a specific function, may perform the same function in respect of more than one Metro Line.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

No Personnel may perform more than one function. For example, a Technical Expert may not also serve as a Technical Assistant (and vice versa).

- 3.9.11. The Project Managers and all Personnel required to communicate with the Owner in connection with this Agreement or the Project shall be fluent in English.
- 3.9.12. The Project Managers and Personnel performing the Services shall be regularly available to the Owner in relation to the Services, as applicable.
- 3.9.13. The Owner may, at any time and in its sole and absolute discretion, instruct the Consultant by written notice to add, reduce, remove, cease, or replace, whether temporarily or permanently, any of the Consultant's Personnel.

For the removal of doubt, any such change pursuant to a written notice, shall entitle the Consultant to the same Consideration as specified in **Appendix 2** (*Remuneration and Payment*) and **Tender Form "11"**, solely and exclusively.

- 3.9.14. 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's Personnel (including but not limited to the Project Managers) is a fundamental reason why the Owner appointed the Consultant to provide the Services.

3.10. Owner's Property

Anything supplied by or paid for by the Owner for the use of the Consultant including the Documentary Records shall be and shall remain the property of the Owner and where practicable shall be so marked.

4. **PAYMENT**

4.1. Payment to the Consultant

- 4.1.1. In Consideration for the performance of the Services, the Owner shall pay the Consultant such payments at such times and on such terms as set forth in **Appendix 2** (*Remuneration and Payment*), which also includes the method for the submission of payment requests by the Consultant through the Owner's supplier portal, or in such other manner as the Owner may instruct from time to time, and their approval and payment by the Owner.

The currency used for this Agreement shall be EUR, in accordance with **Tender Form "11"** (Price Proposal).

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 4.1.2. Except as otherwise expressly provided in this Agreement, the Consideration 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 and its sub-consultants (if applicable) or otherwise arising out of the Consultant's provision of the Services.
- 4.1.3. As a condition to the payment of the final amounts due to the Consultant under this Agreement, whether upon completion of the Services and expiry of the Agreement or upon termination of this Agreement for any reason whatsoever, the Consultant shall submit to the Owner a duly executed no-claims declaration in the form attached as **Appendix 11** (*No-Claims Declaration*), and a declaration confirming that it has delivered to the Owner all of the Work Products, together with all attachments thereto and all copies thereof, in any and all types of media.

4.2. Payment Payable Only by the Owner

The Consultant shall not accept and shall cause all relevant Personnel (including sub-consultant/s if approved by the Owner) not to accept any trade, commission, discount, allowances, indirect payment or any other Consideration in connection with this Agreement, except as payable by the Owner in accordance with this Agreement.

5. LIABILITIES**5.1. Liability and Compensation between the Parties**

- 5.1.1. 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 utmost skill, care and diligence.
- 5.1.2. 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, extension of time or additional Consideration 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

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

against any payment which would otherwise be due to the Consultant, at the Owner's discretion and determination.

- 5.1.3. 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 Sub-Section 5.1.3, "the Owner" shall mean the Owner together with all of its employees, directors, officers, or any other person or entity on its behalf.
- 5.1.4. Without derogating from the generality of the above, if a Claim, legal action or other proceeding which is related to the Services is submitted or filed against the Owner, then the Consultant shall promptly cause such Claim, legal action or other proceeding 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. The Owner shall notify the Consultant of any such Claim, legal action or other proceeding within a reasonable time after becoming aware thereof, and the Consultant shall be given a reasonable opportunity to participate in the defense thereof, provided that the Owner shall retain sole authority and discretion over any settlement decisions; and provided further that no failure or delay in giving such notice shall relieve the Consultant of its obligations except to the extent it is materially prejudiced thereby.

6. PERFORMANCE GUARANTEE

- 6.1. Prior to the Signature Date and as a condition precedent to the commencement of this Agreement, the Consultant shall provide to the Owner a Performance Guarantee ("Performance Guarantee" means an autonomous, unconditional and irrevocable guarantee issued by a qualifying financial institution in favor of the Owner to secure the Consultant's performance of its obligations under this Agreement) in an amount of one hundred and forty-four thousand (144,000) EUR, in the form attached to this Agreement as **Appendix 13** (Performance Guarantee). The Performance Guarantee shall remain valid and in full force and effect until the day that is sixty (60) Days after the expiry of this Agreement.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 6.2. **Reinstatement.** If the Owner forfeits, exercises, or calls up the Performance Guarantee (either in whole or in part) and on each occasion that it does so, the Consultant shall reinstate the Performance Guarantee to the original amount as stated in Section 6.1 above within seven (7) Days after such occasion.
- 6.3. The Consultant shall renew and extend the Performance Guarantee 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 Guarantee within fourteen (14) Days prior to its expiration, the Owner may exercise and call up the full amount of the Performance Guarantee and retain for itself the full benefit and proceeds thereof until a satisfactory replacement Performance Guarantee has been furnished. Any such forfeiture shall not relieve the Consultant from providing the Owner with an extended Performance Guarantee, including a replacement Performance Guarantee for the one forfeited. The Owner will hold the amounts received by it following the forfeiture of the Performance Guarantee in substitution for the Performance Guarantee and will regard such amounts in accordance with all provisions relating to the Performance Guarantee under this Agreement, *mutatis mutandis*.
- 6.4. **Issuer of the Performance Guarantee.** The Performance Guarantee 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

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 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 Guarantee 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 Guarantee 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 Guarantee 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 Guarantee, the issuer thereof is downgraded below the credit rating that was, as at the date of issuance of the Performance Guarantee, required according to Section 6.4 (*Issuer of the Performance Guarantee*) 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 Guarantee be replaced, in which case the following shall apply:
- 6.9.1. The Performance Guarantee shall be replaced by the Consultant;
- 6.9.2. The Performance Guarantee shall be replaced within fourteen (14) Days after the Consultant receives the notice above to do so;
- 6.9.3. The replacement Performance Guarantee shall comply with and be subject to all the provisions outlined in Section **שגיאה! מקור ההפניה לא נמצא.** (*Performance Guarantee*); and

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

6.9.4. The replacement Performance Guarantee shall be issued in the same amount as the replaced Performance Guarantee, shall remain valid and in full force and effect for at least as long as the replaced Performance Guarantee ought to have remained so but for its replacement, and shall be issued on the same terms and conditions as the replaced Performance Guarantee.

6.10. **Confirmation by Local Bank.** If the issuer of the Performance Guarantee (or replacement Performance Guarantee) is registered and incorporated in a country other than the State of Israel, the Owner 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 Guarantee. 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 the Performance Guarantee remains valid and in full force and effect for the respective period mentioned in Section 6.1 above.

6.12. **The Owner's Rights and Prerogatives.** The Performance Guarantee shall be the Owner's guarantee 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 Guarantee in accordance with the terms and conditions thereof.

7. INSURANCE

The Consultant undertakes to procure and maintain, through a reputable insurance company, at its sole expense, during the Term of this Agreement, as well as for any additional period during which the Consultant is held liable (whether by law or under this Agreement) the insurance policies all as set forth in **Appendix 12** (*Certificate of Insurance*).

8. INTELLECTUAL PROPERTY

8.1. The Consultant shall not use or display any of the Owner's company logos, without the Owner's prior written approval.

8.2. 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 in relation thereto and all Work Products, Documentary Records or any other material and information accumulated by the

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Consultant in the course of performing the Agreement 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. With respect to any Work Products that are subject to pre-existing intellectual property rights, the Consultant shall grant the Owner an unrestricted and royalty-free right to use them and shall cause all relevant Personnel (including Sub-Consultant/s if approved by the Owner) to act upon the same.

- 8.3. The Consultant warrants to the Owner that all the material and information collected by the Consultant in the course of its provision of the Services or in relation thereto and all Work Products, documentary records or any other material and information accumulated by the Consultant in the course of performing the Agreement **shall not**, 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.
- 8.4. The Owner shall have the right to set off any amount for indemnification as mentioned in Sub-Section 8.3 above, from the Consideration owed to the Consultant according to this Agreement.

9. CONFIDENTIALITY

- 9.1. "**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 Work Products or Deliverables, the Project 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 Signature Date; (iii) any information relating to the Owner's or the Project'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.
- 9.2. 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.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 9.3. 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.
- 9.4. The Consultant shall disclose the Confidential Information only to its employees having a need to know such information and only to such extent as to allow such employees to perform their respective duties.
- 9.5. The Consultant undertakes to have all of its employees employed by it (including Sub-Consultant/s) in the provision of the Services and on its behalf, sign non-disclosure statements regarding the duties of confidentiality as set forth. The Consultant shall provide the Owner with all signed statements within 14 days as from the employment of each of its employees and sub-consultant/s.
- 9.6. 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.
- 9.7. The Consultant shall use such Confidential Information only for the purpose of this Agreement unless otherwise agreed to by the Owner in writing.
- 9.8. 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 relevant Personnel (including sub-consultant/s) to act upon the same.
- 9.9. 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.
- 9.10. Nothing contained in this Section 9, 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

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

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.

- 9.11. The Consultant shall not publish or disclose any details of this Agreement, the Services or the Project in any way, without the prior written consent of the Owner.
- 9.12. In the course of providing the Services, the Consultant shall comply with each of the provisions of **Appendix 4** (*Information Security for NTA Suppliers with Access to NTA Information Systems*) and **Appendix 15** (*Irrevocable Undertaking for Confidentiality and Information Security*).

10. ANTI-BRIBERY AND ANTI-CORRUPTION

The Consultant shall, and procure that its Personnel shall –

- 10.1. 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 inducing any favorable permit, approval, authorization, license, consent or decision concerning or in respect of the Services and/or this Agreement; and
- 10.2. Abide by, comply with and implement any and all applicable foreign and domestic anti-bribery and anti-corruption laws.
- 10.3. 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.

11. NO CONFLICT OF INTEREST

- 11.1. The Consultant hereby declares that there is no, and there will be no, throughout the Term of this Agreement, a 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.
- 11.2. 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

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

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.

- 11.3. 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 Project (for the avoidance of doubt, the aforementioned will also apply to project management companies and/or control companies) without the prior written approval of the Owner, which shall not be unreasonably withheld where no actual or reasonably perceived conflict of interest exists.
- 11.4. The Consultant hereby undertakes to have its Personnel, and any of its employees which are employed or engaged in the performance of the Services, execute a commitment of no conflict of interest, in the form attached as **Appendix 3** (*Non-Conflict of Interest Undertaking*) to this Agreement. The Consultant shall provide the Owner with all signed commitment letters, within fourteen (14) days as from the employment of each of its employees with regard to the performance of the Services.
- 11.5. Without derogating from the generality of the above, the Consultant hereby undertakes:
- 11.5.1. 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 and contractors engaged in connection with the Project or anyone on their behalf. For the purposes of this Sub-Section 11.5, the terms "consultant" and "contractor" shall be deemed to include any affiliated entity, including any entity under the control of, and any entity exercising control over, such respective entities.
- 11.5.2. 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.
- 11.5.3. Not to engage, directly or indirectly, for itself, as a partner or otherwise, with any entity who will participate as a participant, bidder, contractor, consultant or service provider (including Project Management Companies and Control 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 Project, unless the Owner has given its prior written consent to it, given at its sole discretion.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 11.6. Without derogating from the above, the entities listed in **Appendix 14** (*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, in connection with the Owner's Project, 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.
- 11.7. In the event of the Tender Committee's consent to an engagement between the Consultant and any Advisor to the Tender Committee, the Consultant shall perform the Services or the engagement with the relevant Advisor in accordance with all terms and conditions as may be determined by the Owner at its discretion.
- 11.8. 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 Project 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.
- 11.9. The provisions of this Section 11 will remain in full force and effect during the entire term of this Agreement (including any extension period pursuant to Sub-Section 13.1.1, to the extent applicable), whereas the provisions of Sub-Sections 11.3, 11.5 and 11.8 will remain in full force and effect for an additional 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.
- 11.10. This Section 11 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, to have each of them execute a commitment of no conflict of interest, in the form attached as **Appendix 3** (*Non-Conflict of Interest Undertaking*) to this Agreement. The Consultant shall provide the Owner with all signed commitment letters by its Personnel, and all sub-

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

contractors engaged by it, within fourteen (14) days as from the engagement of each of them.

12. INDEPENDENT CONTRACTOR

- 12.1. 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 an employer-employee relationship.
- 12.2. 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.
- 12.3. Without derogating from the above, it is agreed that in the event an appropriate Authority determines, despite the provisions of Sub-Sections 12.1 and 12.2, that there have been employer-employee relations between the Owner and the Consultant or its employees and/or any sub-consultant/s, the Consideration specified in **Appendix 2** (*Remuneration and Payment*) shall be deemed to include all payments whatsoever required by the Laws 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. The Owner shall have the right to set off any amount for expenses as mentioned above from the Consideration owed to the Consultant according to this Agreement.

13. TERM AND SUSPENSION**13.1. Agreement Term**

- 13.1.1. The Agreement shall come into force as of its execution by the Owner, or such earlier date as may be mutually agreed by the Parties, and shall remain

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

in full force and effect for a period of ten (10) years. Thereafter, NTA may, at its sole discretion, extend the Term of the Agreement for two (2) additional extension periods of three (3) years each, by written notice to the Consultant, to be provided at least sixty (60) days prior to the expiration of the then-current Term.

Following such extension periods, NTA may, at its sole discretion, further extend the Term of the Agreement for additional periods of three (3) years each, by written notice to the Consultant to be provided at least sixty (60) days prior to the expiration of the then-current Term, until receipt of the Permission to Operate (PTO, or "Permit to Operate") for the last of the three Project lines (M1, M2 and M3), including completion of the defects correction period (the "punch list" period).

Thereafter, NTA may further extend the Term of the Agreement for the purpose of continuing the performance of the Services or any Additional Services for additional extension periods as described above, as required in accordance with NTA's decision.

- 13.1.2. All the terms and provisions of this Agreement will apply to any extension period of the Agreement Term, *mutatis mutandis*.
- 13.1.3. Upon signing of this Agreement, the Consultant shall duly sign and submit **Appendix 9** (Declaration Regarding Integrity and Ethical Conduct).

13.2. Suspension of Services

- 13.2.1. The Owner may at any time and for any reason suspend all or part of the Services by giving seven (7) days' notice to the Consultant.
- 13.2.2. Immediately upon giving such notice, the Consultant shall take all necessary measures and make all arrangements for the temporary cessation of Services and for the mitigation of all related costs and expenses.
- 13.2.3. The Owner shall be entitled to cease the suspension period at any time, by giving written notice to the Consultant. In such event the Consultant undertakes to resume the proper provision of the Services within 14 (fourteen) days following receipt of such notice.
- 13.2.4. Upon suspension of the Services, the Consultant shall not be entitled to any remuneration and/or compensation with regard to the suspension of the Services, excluding payments for the Services provided.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement**14. TERMINATION****14.1. Termination by the Owner**

14.1.1. The Owner shall be entitled to terminate this 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 on 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.

14.1.2. The Owner may terminate this Agreement, subject to fourteen (14) days' notice, in any of the following events:

14.1.2.1. 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;

14.1.2.2. 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;

14.1.2.3. The Consultant engages in any conduct which the Owner considers to be prejudicial to the provision of the Services or to the Project;

14.1.2.4. 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;

14.1.2.5. The Services (or any part thereof) are not being supplied in accordance with Sub-Section 3.6 (Documentary Records);

14.1.2.6. The Consultant gives or receives a bribe or any other benefit or solicitation with regard to this Agreement or the Services, other than the Consideration according to this Agreement; or

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

14.1.2.7. The Consultant is found to be in conflict of interest with regard to this Agreement or the Services.

14.1.3. Termination by the Consultant

The Consultant may terminate this Agreement only in the event the Owner fails to make non-disputed payments in accordance with the terms of this Agreement within 180 (One Hundred and Eighty) days of the date such payments become due in accordance with Appendix 2 (*Remuneration and Payment*), provided that such payments are equal to an amount which exceeds 100,000 EUR in the aggregate in each calendar year, and provided further that the Consultant has given the Owner fourteen (14) days prior written notice to rectify such failure and such failure was not rectified by the Owner during such period.

14.2. Effect of Termination

14.2.1. Within seven (7) days of the notice of termination, the Consultant shall:

14.2.1.1. Take all reasonable measures (or such measures as may be directed by the Owner) to preserve all Work Products produced by the Consultant relating to or in connection with the Services.

14.2.1.2. Make all necessary arrangements and take all necessary measures for the proper and orderly cessation and transfer, as the Owner may direct, of the Services and the mitigation of any and all costs related thereto;

14.2.2. Within thirty (30) days of the notice of termination, the Consultant shall deliver to the Owner one (1) hard copy and one (1) copy on a portable electronic medium of all Work Products (whether complete or incomplete) produced and of the Project Information maintained by the Consultant up to the date of termination.

14.2.3. 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 Work Products and/or make use of any Services provided by the Consultant without any limitation and/or payment to the Consultant.

14.2.4. Within sixty (60) days after the notice of termination has taken effect, the Consultant shall submit to the Owner a final payment request for all outstanding amounts regarding Services performed by the Consultant until the time the termination takes effect. Such payment request shall be dealt with

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

and paid in accordance with the payment provisions contained in **Appendix 2** (*Remuneration and Payment*).

14.2.5. While concluding the amount of the final payment request the Owner may deduct or set-off from the final payment due to the Consultant all and any amount of compensation payable by the Consultant to the Owner.

14.2.6. If, in determining the final payment amount, the amounts payable by the Consultant to the Owner, as specified in Sub-Section 14.2.5 above, will exceed the certified final payment request, then the Owner shall be entitled to be paid with the balance amount. Otherwise, the remaining final payment amount, after the deductions set forth in Sub-Section 14.2.5, shall be paid to the Consultant in accordance with the provisions of **Appendix 2** (*Remuneration and Payment*).

However, the Owner may suspend any such payment until the completion of any of the Consultant's obligations under this Agreement.

14.2.7. The payment that may be payable to the Consultant according to Sub-Section 14.2.6 shall be the full and final payment due to the Consultant in any event of termination. 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.

14.2.8. In any event of termination of this Agreement pursuant to this Section 14 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, and that the sole remedy that may be available to the Consultant shall be limited to monetary compensation.

14.3. Rights and Liabilities of Parties upon Termination

14.3.1. Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.

14.3.2. After termination of this Agreement, the provisions of Sections 5 (*Liabilities*), 8 (*Intellectual Property*), 9 (*Confidentiality*), 10 (*Anti-Bribery and Anti-Corruption*), 11 (*No Conflict of Interest*), 12 (*Independent Contractor*), 16 (*Lien and Set-Off Rights*) and 18 (*Disputes*) shall survive the termination (for whatever reason) of this Agreement.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

14.3.3. To the extent permitted by the laws, the Consultant shall not be required to indemnify or be liable to the Owner, 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 (including indirect damages), except in the case of willful or reckless misconduct, deliberate default, fraudulent misrepresentation, fraud or deceit. For the avoidance of doubt, this Sub-Section shall not limit or restrict the Owner's right to recover any loss, damage, cost or expense from the Consultant under any other provision of this Agreement.

15. FORCE MAJEURE

15.1. "Event of Force Majeure" means an event beyond the reasonable control of the Affected Party, which could not have been reasonably foreseen, prevented, or avoided by such Party through the exercise of due diligence, and which prevents or materially delays the performance of such Party's obligations under this Agreement. Subject to the foregoing, an Event of Force Majeure may include acts of God, war (declared or undeclared), hostilities, invasion, mobilization, acts of foreign enemies, rebellion, revolution, military or usurped power, civil war, riot, commotion, acts of terrorism, plagues, epidemics, or pandemics (to the extent resulting in government-mandated lockdowns, border closures, or legal restrictions that directly prevent the performance of the Services).

15.2. Travel and Flight Restrictions

For the avoidance of doubt, an Event of Force Majeure shall also include any of the following events which prevent the Consultant's Personnel from traveling to or remaining in Israel to perform the Services:

15.2.1. An absolute flight ban, suspension of flights, or severe travel warnings to Israel issued by the European Union Aviation Safety Agency (EASA);

15.2.2. A formal travel advisory or directive issued by the Ministry of Foreign Affairs (or equivalent governmental Authority) of the Consultant's country of domicile advising against all travel to Israel or instructing its citizens to leave Israel; or

In such events, the Consultant shall be permitted to perform the Services remotely from its home offices to the maximum extent feasible, and such remote performance shall not be deemed a breach of this Agreement.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement**15.3. Exclusions from Force Majeure**

An Event of Force Majeure shall not include:

- 15.3.1. Shortage of materials or employees, unless such shortage is directly caused by an Event of Force Majeure affecting the industry or region generally;
- 15.3.2. Local strikes, lock-outs, or labor disputes confined to the Consultant's organization;
- 15.3.3. Inclement weather or other natural disturbances which are foreseeable and could have been mitigated by standard industry practices;
- 15.3.4. Any failure or omission by the Owner to make any payment to the Consultant under this Agreement (which shall be governed by the payment and dispute provisions of this Agreement); or
- 15.3.5. Lack of economic feasibility or financial hardship of either Party.

15.4. Notice and Mitigation

The Party affected by an Event of Force Majeure (the "Affected Party") shall:

- 15.4.1. Notify the other Party in writing as soon as reasonably practicable, but in any event within fourteen (14) Days after the occurrence of the event, specifying the nature of the event, the obligations affected, and the estimated duration of the delay or prevention;
- 15.4.2. Use all reasonable endeavors and diligent efforts to mitigate, minimize, and overcome the effects and consequences of the Event of Force Majeure; and
- 15.4.3. Keep the other Party regularly informed of the status of the event and notify the other Party immediately when the Event of Force Majeure ceases.

The Affected Party shall be excused from the performance of its affected obligations solely to the extent and for the duration that such performance is prevented by the Event of Force Majeure.

15.5. Consequences of Force Majeure

- 15.5.1. If the Consultant is delayed or prevented from performing the Services due to an Event of Force Majeure, the Consultant shall be entitled (subject to the Owner's determination, which shall not be unreasonably withheld) exclusively to an extension of time to perform the affected Services, and to payment for all Services properly performed up to the date of the Force Majeure event.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

15.5.2. The Consultant shall **not** be entitled to any compensation or reimbursement with respect to the Force Majeure event.

16. LIEN AND SET-OFF RIGHTS

- 16.1. The Consultant shall have no right of lien in or over the Services, the Deliverables, the Work Products, or any part thereof.
- 16.2. The Consultant expressly waives any lien or set-off rights it might have towards the Owner under Israeli Law or otherwise.
- 16.3. The Owner shall be entitled to set off any amount payable to it pursuant to the terms of this Agreement from any Consideration payable by it to the Consultant under this Agreement and by Law.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement, and supersedes 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.

18. DISPUTES

- 18.1. The Parties shall act in good faith and cooperate in order to avoid or minimize any conflict or dispute regarding this Agreement or the Services.
- 18.2. Should a dispute arise, the Parties shall use reasonable efforts and endeavors to settle the dispute amicably within thirty (30) days of written notice of the dispute by either Party. Each Party shall designate a senior official on its behalf to negotiate such settlement. If no resolution is reached within such period, either Party may proceed in accordance with Sub-Section 18.3.
- 18.3. Unless amicably settled in accordance with Sub-Section 18.2, all disputes shall be settled according to Israeli Law, solely and exclusively by the competent courts in the district of Tel Aviv.
- 18.4. Notwithstanding the existence of a dispute, the Owner and the Consultant shall continue to perform their obligations and undertakings under this Agreement.

19. MISCELLANEOUS

- 19.1. The rights, powers and remedies provided by this Agreement are cumulative and are not exclusive of any rights, powers and remedies provided by the Laws.
- 19.2. 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

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

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 preceding breach at the time of subsequent performance, nor shall any delay or omission by either Party in the exercise of any right arising from any such default affect or impair the Parties' rights as to the same or future default.

- 19.3. If any provision of this Agreement is or becomes illegal, invalid or unenforceable under the Laws, 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 which comes closest commercially and legally to the otherwise illegal, invalid or unenforceable provision.
- 19.4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the Parties actually executing such counterpart, and all of which together shall constitute one and the same instrument.
- 19.5. Unless otherwise expressly indicated in this Agreement, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of both Parties hereto.
- 19.6. 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 by reason of this Agreement.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

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 the Owner:

In the presence of:

Name: _____

Signature: _____

Address: _____

Authorized signature(s) of the Consultant:

In the presence of:

Name: _____

Signature: _____

Address: _____

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 1 - Scope of Services

Appendix 1 - Scope of Services

1. Competency and Resources

- 1.1 The Consultant shall ensure that adequate, competent Personnel are deployed to the Project to fulfill the SISA role as defined in this Appendix.
- 1.2 The Consultant shall, at all stages of the Project and throughout the Agreement Term, verify that the resources to be deployed are competent to perform their work, and shall continually monitor its resources to ensure that it can fully cover the required scope.
- 1.3 The Consultant shall possess competencies, inter alia, in the following areas:
 - 1.3.1. Safety management according to EN 50126
 - 1.3.2. Railway system integration including:
 - 1.3.2.1 Signaling and Train Control;
 - 1.3.2.2 Permanent Way including Tunnels;
 - 1.3.2.3 Rolling Stock;
 - 1.3.2.4 Traction Power and OLE;
 - 1.3.2.5 Communications and SCADA;
 - 1.3.2.6 Control Centres;
 - 1.3.2.7 Fixed installations at underground stations and at-grade stops (if needed), Tunnel ventilation system;
 - 1.3.2.8 Fire and emergency systems;
 - 1.3.2.9 Security systems including CCTV, access control and intruder detection and overall security control;
 - 1.3.2.10 Platform Edge Screens.

2. Referenced Standards

- 2.1 The list below sets out reference documents applicable to the Project. The manner in which these documents are to be used, and their status, is described throughout this Appendix.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Standards / Reference No	Title
Railway Manager's Instructions	Regulation of the Establishment of the MOT
EN 50126-1: 2017	Railway applications – The Specification and Demonstration of Reliability, Availability, Maintainability and Safety (RAMS) Part 1: Generic RAMS process
EN 50126-2: 2017	Railway applications – The Specification and Demonstration of Reliability, Availability, Maintainability and Safety (RAMS) Part 2: System Approach to safety
EN 50716: 2023	Railway Applications: Requirements for Software Development (supersedes EN 50128:2011 and EN 50657:2017) (Railway applications - Requirements for software development)
EN 50129: 2018	Railway Applications: Safety Related Electronic Systems for Signalling
EN 50121 Parts 1 to 5: 2017	Railway Applications: Electromagnetic Compatibility
EN 50159:2011 & A1: 2020	Railway Applications: Communication, signalling and processing systems. Safety-related communication in transmission systems
ISO 9001:2015	Quality management systems - Requirements
IEC 61025: 2006	Risk management - Principles and guidelines for Fault Tree Analysis (FTA)
IEC 60812: 2018	Analysis techniques for system reliability- Procedure for Failure Mode and Effects Analysis (FMECA)

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Standards / Reference No	Title
IEC 62290: 2025	Railway Applications: Urban guided transport management and command/control systems
IEEE 1474: 2025	Communications Based Train Control (CBTC) Performance and Functional requirements
NFPA 130: 2017	Standard for Fixed Guideway Transit and Passenger Rail Systems
EN13816: 2002	Transportation – Logistics and services – Public passenger transport – Service quality definition, targeting and measurement
EU 402/2013: 2013	Common safety method for risk evaluation and assessment
SI 5350: 2022	Construction and Operation of Light Rail Transit Systems
SI 5435: 2019	Fixed guide way transit and passenger rail systems: Fire Safety Requirements
EN 61508: 2010	Functional Safety of Electrical / Electronic / Programmable Electronic Safety-Related Systems, 2010.
CSM 2015/1136: 2015	EU directive for Common Safety Methods
ISO 22163:2023	Railway applications — Railway quality management system — ISO 9001:2015 and specific requirements for application in the railway sector
EU Reg 2016/798: 2016	Directive (EU) 2016/798 of the European Parliament and of the Council of 11 May 2016 on railway safety

Table 1: Codes & Standards

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement**3. Independence**

- 3.1 The Consultant shall meet the requirements applicable to a Type A inspection body as defined in EN 17020. It shall therefore be commercially and managerially independent of the Owner and its subcontractors and suppliers.
- 3.2 The Consultant shall continually monitor and declare its independence and shall identify the scope of any potential conflict of interest. Where a potential conflict of interest exists, the Owner's representative shall be informed, and the Owner shall make a decision on the matter at its sole discretion.

4. Project Interface

- 4.1 The Consultant shall report to the Owner's representative.
- 4.2 All progress reporting, requests for documentation and design information, and access to Project staff shall initially be channeled through the Owner's representative.
- 4.3 Any actions or observations raised shall be directed to the Owner's representative.

5. Safety Case Responsibilities and Interface Framework

Within the Project, several entities have different scopes of work.

In general, there shall be Infra #1 contractors for each Metro line, which shall be responsible mainly for the civil structures, and Design, Build, Maintain and Operate (DBOM) contractors ("DBOM Contractor" means the contractor appointed by the Owner for the design, build, maintenance and operation of a Metro line), one for M1 and one for M2 and M3.

The purpose of the Safety Case process is to demonstrate that all assets, systems, interfaces, operational arrangements and maintenance activities are safe for their intended use, and that all identified risks have been reduced to an acceptable level. The Safety Case process provides the evidence required to support safety approvals and the final Permit to Operate (PTO).

5.1 Infra #1 Contractor Responsibilities

- 5.1.1. Each Contractor ("Contractor" means any contractor appointed by the Owner for the Project, including DBOM Contractors and Infra #1 contractors) shall be responsible for demonstrating the safety of its own scope of work. This includes all assets, systems, civil works, equipment, installations and interfaces that fall within its contractual responsibility.
- 5.1.2. The Contractor shall:

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 5.1.2.1 Establish and maintain safety management arrangements for its scope;
- 5.1.2.2 Identify, assess, manage and close safety hazards associated with its works;
- 5.1.2.3 Maintain and update hazard records and safety evidence throughout the project lifecycle;
- 5.1.2.4 Produce the safety analyses, assessments and supporting evidence required to demonstrate that risks have been adequately controlled;
- 5.1.2.5 Verify and validate that all identified safety requirements have been correctly implemented;
- 5.1.2.6 Prepare and maintain Safety Cases covering its scope of work;
- 5.1.2.7 Demonstrate that residual risks are acceptable and that all safety-related obligations have been fulfilled;
- 5.1.2.8 Transfer and coordinate interface hazards with other stakeholders where relevant.
- 5.1.3. The Contractor remains responsible for the technical adequacy, completeness and accuracy of all safety evidence related to its scope.
- 5.1.4. The Consultant shall act as the Primary ISA (PISA) for the Infra #1 contractors.
- 5.2 DBOM Responsibilities
 - 5.2.1. The DBOM Contractor shall be responsible for demonstrating the safety of the railway system as an integrated operational railway.
 - 5.2.2. In addition to producing Safety Cases for its own systems, operations, and maintenance activities, the DBOM Contractor shall act as the overall safety integrator and shall:
 - 5.2.2.1 Establish and maintain the overall safety assurance framework;
 - 5.2.2.2 Coordinate safety activities across all project stakeholders;
 - 5.2.2.3 Manage and maintain the integrated hazard management process;

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 5.2.2.4 Ensure closure of interface hazards between contracts, systems and disciplines;
- 5.2.2.5 Review and incorporate relevant safety evidence produced by other Contractors;
- 5.2.2.6 Consolidate safety information into line-wide and project-wide safety demonstrations;
- 5.2.2.7 Demonstrate that operational, maintenance and organizational arrangements support safe operation of the railway;
- 5.2.2.8 Prepare and maintain the integrated Safety Cases required for safety approvals and operational authorization;
- 5.2.3. Demonstrate that the complete railway system can be operated and maintained safely as an integrated railway;
- 5.2.4. The DBOM Contractor shall ensure that sufficient evidence exists to demonstrate that all constituent systems, infrastructure elements and operational activities collectively satisfy the required safety objectives.
- 5.2.5. Each DBOM Contractor shall be required to engage one or more Primary ISAs (PISAs).

5.3 Safety Case Relationship

- 5.3.1. The Safety Case process follows a progressive assurance approach.
- 5.3.2. Each Contractor develops Safety Cases and supporting safety evidence for its own scope of responsibility.
- 5.3.3. These Safety Cases form inputs into the overall railway safety assurance process managed by the DBOM Contractor.
- 5.3.4. The DBOM Contractor is responsible for integrating the individual safety demonstrations, interface hazard closures, operational arrangements, maintenance arrangements, verification evidence and validation evidence into an overall railway Safety Case.
- 5.3.5. The final integrated Safety Case demonstrates that:
 - 5.3.5.1 All significant hazards have been identified and adequately controlled;
 - 5.3.5.2 Safety requirements have been implemented and verified;
 - 5.3.5.3 Operational and maintenance controls are effective;

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

5.3.5.4 Residual risks are acceptable;

5.3.5.5 The railway is safe to enter operational service.

5.3.6. The integrated Safety Case constitutes the principal safety justification supporting the application for the Permit to Operate (PTO).

5.4 Consultant Acting as a PISA and Relationship to Other ISAs

5.4.1. The scope of work of Infra #2 (DBOM) will include the engagement of Primary ISAs, which shall require the approval of the Consultant and the Owner.

5.4.2. The Consultant shall act as the PISA for the Infra #1 contractors.

5.4.3. Acting as the PISA for Infra #1, the Consultant shall assess all safety deliverables of Infra #1, including its Safety Plan, Design Safety Case and Construction Safety Case, as a precondition to the handover to Infra #2.

5.4.4. The Consultant shall validate the work of the PISAs for Infra #2 and shall ensure that there are no gaps, contradictions or ambiguities in the coverage of each PISA's scope of work. If the Consultant identifies any deficiency in the work of a PISA or any interface issue between PISAs, it shall notify NTA accordingly and provide recommendations for remedial action to be instructed by NTA.

6. Independent Safety Assessment Requirements

The principal objective of the Consultant's work as the SISA is to support the Owner in obtaining a Permit to Operate (PTO) from the Ministry of Transport (MOT), including, but not limited to, the provision of all necessary documentation in connection therewith.

7. The Safety Assessment Plan

7.1 The Consultant shall initially prepare a Safety Assessment Plan ("Safety Assessment Plan" means the comprehensive plan describing the Consultant's approach, methodology, resources, and schedule for performing independent safety assessment activities in accordance with this Agreement) for its activities in response to this Scope of Services, including all relevant resource estimates and scope details.

7.2 The Safety Assessment Plan shall be based on Directive (EU) 2016/798 of the European Parliament and of the Council of 11 May 2016 on railway safety (EU/798/2016). The assessment shall ensure the safe integration of all subsystems into the overall railway system in accordance with the Common Safety Method for

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Risk Evaluation and Assessment (CSM-RA). The assessment activities shall be carried out in accordance with all project phases and milestones as detailed in EN 50126 (RAMS) and, without derogating from the generality of the foregoing, in accordance with Section 9.2 and all matters detailed therein.

7.3 The Safety Assessment Plan shall describe, without limitation:

- 7.3.1. Breakdown of each activity to be performed by the Consultant;
- 7.3.2. The purpose of each activity and, specifically, the evidence to be sought;
- 7.3.3. The inputs, outputs and dependencies;
- 7.3.4. The process to be used to undertake the activity, including the tools and techniques;
- 7.3.5. The resources to be used, including who will carry out the activity and the timeframe for doing so;
- 7.3.6. The interfaces relevant to the task, and any additional inputs or outputs required for the task;
- 7.3.7. Background assumptions, such as the existing safety documentation at each stage;
- 7.3.8. Any other information and/or suggestions that may be beneficial in preparing a detailed description of the Services to be performed by the Consultant;
- 7.3.9. Suggestions regarding the methodologies that may be adopted for the implementation of the Services to be performed by the Consultant in coordination with the Owner;
- 7.3.10. The manner in which the assessment plan shall ensure that emphasis is placed on technical assessment, supported by process assessment and audit;
- 7.3.11. The manner in which observations arising from each assessment activity will be recorded, and the persons to whom feedback will be directed;
- 7.3.12. The manner in which the assessment plan will be regularly reviewed and updated to address changes in the Project as well as interim assessment results;
- 7.3.13. Assessment of an operating permit including an Authority Approval Process Plan (AAPP).

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement**8. SISA Personnel**

- 8.1 There shall be two (2) teams, one for M1 and one for M2 and M3.
- 8.2 Each team shall have its own Project Manager.
- 8.3 There shall be Technical Experts and Technical Assistants in various areas relevant to the Scope of Services for the different aspects, and they may provide Services to both teams.

9. General Scope

- 9.1 The Consultant shall be responsible for ensuring that the overall safety documentation and safety management for the Project are adequate. This shall specifically include, but not be limited to:
 - 9.1.1. Review of the Safety Strategy and the Safety Plan;
 - 9.1.2. Review of all elements of the overall Safety Case produced for the Project;
 - 9.1.3. Review of the Safety Management Processes carried out by NTA;
 - 9.1.4. Review of operating and maintenance safety activities and safety documentation;
 - 9.1.5. Safety audits;
 - 9.1.6. Review and audit of system integration activities in relation to safety;
 - 9.1.7. Ensuring that the work of the PISAs does not result in any gaps in PISA coverage. Any such gaps shall be notified to NTA, which shall decide which PISA shall address them;
 - 9.1.8. Audits of all system areas in order to verify that safety management processes are being adequately followed;
 - 9.1.9. Review of the Hazard Close-Out process.
- 9.2 Minimum Scope Based on the Lifecycle Phases Defined in EN 50126:
 - 9.2.1. Assess the Safety Plan;
 - 9.2.2. Assess hazard identification, hazard analyses, risk assessments and the resulting safety requirements;
 - 9.2.3. Conduct an independent review of the requirements, including interface requirements, to ensure that they are complete, and assess the allocation of safety requirements to the design;

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 9.2.4. Assess the hazard log management procedures, assess the establishment of the hazard log, and audit whether the procedures are being followed;
- 9.2.5. Assess all relevant Project and development plans, including those for the acceptance process, and in particular whether suitable techniques and measures are proposed in order to meet the Safety Case;
- 9.2.6. Assess validation and acceptance plans, in particular whether acceptance criteria have been established for all safety requirements;
- 9.2.7. Perform safety audits of any design and associated verification processes against the plans;
- 9.2.8. Assess any ongoing hazard analyses, such as Failure Mode and Effects Analysis (FMEA), and risk assessments;
- 9.2.9. Assess systems implementation, including hardware manufacture, software code, unit testing and verification, to ensure that it is in accordance with the design, and audit the implementation processes;
- 9.2.10. Assess whether the systems are installed correctly, typically by sample inspection, audit of installation procedures, and assessment of installation records;
- 9.2.11. Audit the configuration management processes;
- 9.2.12. Audit validation testing, such as Factory Acceptance Tests (FAT), particularly with respect to safety requirements, including witnessing of tests, perhaps on a sample basis. Economy-class travel and accommodation costs incurred in attending factory acceptance tests shall be reimbursed by NTA;
- 9.2.13. Audit acceptance testing, such as site acceptance tests (SAT), and assess whether the testers have appropriate independence and competence;
- 9.2.14. Assess the establishment of the hazard log and audit whether the procedures are being followed;
- 9.2.15. Assess the safety arguments as evidenced in the Safety Case, including compliance with the safety requirements;
- 9.2.16. Assess whether the relevant documentation has been transferred and whether the receiving organisation has the appropriate competencies and is adequately trained;

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

9.2.17. Conduct audits of all system areas in order to verify that the safety management process is being adequately followed.

9.3 In addition to reviewing these documents and endorsing the various plans, the Consultant shall carry out audits and review the Hazard Log and Hazard Close-Out processes as identified in this Scope of Services.

9.4 The Consultant shall also review the scopes of work and plans for each of the PISAs, including, without limitation, to ensure complete PISA coverage for the Project.

9.5 The Consultant may, at its discretion, propose to NTA that it witness critical tests and trials of the system or its components, subject to NTA's approval. However, it is generally expected that the Consultant will rely on the Test and Trial Plans and Procedures, and on the test/trial reports, for verification of safety compliance.

9.6 The Consultant shall obtain sufficient evidence to be able to conclude that the safety management processes and the Safety Case for the Project are adequate.

10. Audit Requirements

The Consultant shall complete specific audits in order to gather evidence that:

10.1 The safety management processes are being adequately followed;

10.2 System integration is adequate;

10.3 Specific safety measures identified in the Hazard Log or Safety Case as having been implemented are actually in place;

10.4 Operator and maintainer training has been implemented so as to safeguard safety.

11. Observation Log / Records

11.1 The Consultant shall maintain an accurate log recording all observations and their current status. The log shall include:

11.2 The dates and times of all observations made during any assessment activity;

11.3 The corrective actions taken to remedy any non-conformance, with cross-references to the relevant documentation, drawings and method statements;

11.4 The current status of each item, whether open or closed;

11.5 At each stage of submission of a SISA report, the corrective measures suggested by the Consultant shall be discussed and agreed with NTA.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement**12. Basis of Assessment**

The primary basis of the assessment shall be EN 50126, EN 50128/50716, EN 50129, IS 5435, IS 5350 and ISO 9001, as applicable to the extent required under Israeli Law. The assessment shall also take into account the various standards identified above. In addition, where the Contractors or NTA rely on adherence to standards as part of their safety argument, those standards shall, in practice, form part of the assessment process.

13. Reports

- 13.1 The Consultant shall produce written reports detailing the findings of document reviews and audits. These reports shall generally be produced within two (2) weeks following an audit or within two (2) weeks following receipt of a document for review, or within such other period as may be agreed with NTA.
- 13.2 Where these timescales cannot be met, the Consultant shall inform NTA and shall communicate the major issues relating to any findings as soon as possible, whether verbally or otherwise.
- 13.3 The formal reports shall include observation reports for each area in which deficiencies are found. Such reports shall be uniquely numbered and controlled by the Consultant. Observations shall be classified as follows:

Category 1

An issue that is sufficiently important to require substantial resolution before recommending that the train or equipment may become operational. Alternatively, a specific control measure may be implemented to control the risk in the short term. For documents not seeking operational authority, this category applies to concerns, errors, omissions or questions that have a direct bearing on the acceptability of the document and that must be resolved before downstream or derivative documents are considered.

Category 2

An issue that is sufficiently important to require resolution within three (3) to six (6) months, but the train or equipment may become operational in the interim, or before an increased level of operation is permitted, possibly subject to a protective control measure. For documents not seeking operational authority, this category applies to issues requiring satisfactory resolution before acceptance of a complete safety submission, or within a defined period not normally exceeding six (6) months.

Category 3

An issue that is highlighted for incorporation into the Safety Case at the next periodic review, but that does not require separate action. For documents not seeking operational

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

authority, this category applies to minor errors, such as syntax, spelling or minor technical matters, which have no direct or significant safety implications. For the avoidance of doubt, such matters must be recorded and corrected if the document is re-issued, but are not, in themselves, sufficiently significant to warrant re-issue on their own.

- 13.4 Where appropriate, observation reports may cover a number of related issues under a single report, particularly in the case of lower-category issues. If there are a large number of Category 3 issues, consideration should be given to whether these indicate an overall lack of rigour or quality in the document and therefore should, in the aggregate, constitute a higher-category observation.
- 13.5 The Consultant's reports shall:
 - 13.5.1. Clearly identify the documents or processes covered;
 - 13.5.2. Present the observation reports in an appendix, together with a summary thereof in the main body;
 - 13.5.3. Discuss the main observations and findings;
 - 13.5.4. Contain a professional opinion as to the overall adequacy of the subject of the report;
 - 13.5.5. Make recommendations for action

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 2 - Remuneration and Payment

Appendix 2 - Remuneration and Payment

1. General

- 1.1 The Consultant's entitlement to payment pursuant to this **Appendix 2** (Remuneration and Payment) is subject always to the provisions hereof and to all other applicable provisions of the Agreement.
- 1.2 The amounts payable to the Consultant pursuant to this **Appendix 2** (Remuneration and Payment) shall cover and include any and all remuneration, consideration and compensation payable in connection with the Services and the Agreement and no other, further or additional amounts whatsoever shall be payable in connection therewith unless expressly stated otherwise herein or in the Agreement.
- 1.3 Without derogating from the foregoing, the amounts payable to the Consultant pursuant to this **Appendix 2** (Remuneration and Payment) shall:
 - 1.3.1. Include non-Israeli VAT but are exclusive of Israeli VAT, which shall be paid, if applicable, against a tax invoice issued by the Consultant.
 - 1.3.2. Cover and include reimbursement to the Consultant for any and all costs, expenses, administration costs and disbursements incurred or to be incurred thereby in connection with the Services and the Agreement; and
 - 1.3.3. Cover and include any and all overheads, profits and other amounts in connection with the execution and implementation of the Agreement and in connection with the provision and performance of the Services; and
 - 1.3.4. Constitute the fixed, final and all-inclusive Consideration for the execution and implementation of the Agreement and for the provision and performance of the Services; and
 - 1.3.5. The Consultant shall not be entitled to any other, further or additional payment, reimbursement, remuneration, consideration, compensation, remedy or recourse due to or as a result of any change of or to any law (including the Law) whatsoever.
For the avoidance of doubt, all risks and costs arising from any change in law are deemed included in the consideration and shall not entitle the Consultant to any additional payment.
- 1.4 Any and all amounts and payments under or pursuant to the Agreement shall be payable in EUR only, in accordance with **Tender Form "11"**.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement**2. Consideration for the Provision of the Services - Hourly Rates**

In Consideration for the provision and performance of the Services by the Consultant, the Consultant shall be entitled to payment of the Hourly Rates, calculated and determined pursuant to **Tender Form "11"** (Price Proposal). For the partial working hour of the Consultant, the Consultant shall be entitled to a prorated fee, for the relative portion of the Service hour. The Hourly Rate payment shall be the sole Consideration for the Consultant's Services under the Agreement.

3. Consideration for arrival to Israel

Without derogating from Sub-Section 3.2.43.2.2 of the Agreement, during the Performance of the Services, the Consultant and/or anyone else on its behalf, may be requested to arrive in Israel, subject to prior notice of the Owner. In this event the Consultant shall be entitled to reimbursement of expenses according to the Owner tariff of expenses, as follows:

Item	Reimbursed expenses
Flights to or from Israel	The cost of flight tickets (economy class)
Hotel accommodations in Israel (including meals at the hotel)	195 EUR (one-hundred and ninety-five EUR) per person per night.
Subsistence in Israel	65 EUR (sixty-five EUR) per person per day.

Reimbursement of expenses for Flights to or from Israel will be subject to the presentation of receipts from the relevant vendors or service providers.

4. Payment Procedure

4.1 On either the fifteenth (15th) day of each calendar month or the last day of each calendar month, at the Consultant's discretion, the Consultant shall submit to the Owner, through the Owner's supplier portal or in such other manner as the Owner may instruct from time to time, a request detailing the amount payable to the Consultant in respect of the Services rendered during the preceding calendar month (the "**Payment Request**").

Each Payment Request shall include the breakdown of the components comprising the applicable payment amount, in the template format specified in **Appendix 2A** (*Monthly Time Sheets Template*), or another format approved by the Owner. The breakdown of the Payment Request will include only the Consulting hours of the relevant Personnel dedicated to providing the Services, excluding any ancillary

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

works as specified, inter alia, in Section 1.3 of this Appendix 2 (Remuneration and Payment). Each Payment Request shall be complete and accurate.

- 4.2 The Owner will review the Payment Request and shall either approve it or instruct the Consultant to clarify or amend it, if the Owner is of the opinion that the Payment Request does not accurately represent the manner in which the Services were rendered by the Consultant's staff during the performance of the Services.
- 4.3 Provided that the Payment Request is complete, accurate and has not been returned for correction, the Owner shall make payment within forty-five (45) days from the applicable Payment Request receipt date, being the fifteenth (15th) day of the relevant month or the last day of the relevant month, as applicable. (For illustration, if a Payment Request is submitted on 5 January 2026, the forty-five (45)-day payment period shall commence on 15 January 2026, and payment shall be made no later than 1 March 2026).
- 4.4 For the avoidance of doubt, any such request submitted prior to the fifteenth (15th) day of a month shall be deemed submitted on the fifteenth (15th) day of that month, and any such request submitted after the fifteenth (15th) day and on or before the last day of that month shall be deemed submitted on the last day of that month.
- 4.5 For further avoidance of doubt, if the Owner provides comments on the Payment Request or requires amendments thereto, the aforesaid forty-five (45)-day payment period shall commence from the applicable Payment Request receipt date determined by reference to the date on which the corrected Payment Request is resubmitted to the Owner.
- 4.6 The Consultant shall submit to the Owner a duly issued invoice no later than fourteen (14) days after payment by the Owner.
- 4.7 In the event of a dispute between the Parties concerning any Payment Request, any amount set forth therein, or any part or aspect thereof:
- 4.7.1. the Owner shall be entitled to withhold such sums as are disputed.
 - 4.7.2. The Owner shall pay the undisputed portion within the period stipulated under this Section 4 and following the receipt of the Payment Request carrying the amount of the undisputed portion.
 - 4.7.3. 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.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 4.8 Notwithstanding any dispute, the Consultant shall continue to perform the Services and the production and delivery of the Work Products without delay or disruption, regardless of any such dispute.
- 4.9 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).

5. Adjustment of Payments

- 5.1 Where applicable, the exchange rate between any currency and EUR shall be the official exchange rate published by the European Central Bank on the date of the applicable payment or invoice, or if no rate is published on that date, on the most recent preceding date for which a rate was published.
- 5.2 The Consultant's rates first payment adjustment (the "**First Adjustment**") is effective on the Signature Date, in accordance with the percentage change in the Harmonized Index of Consumer Prices (HICP) published by Eurostat.
- 5.3 The First Adjustment shall be calculated by comparing (i) the most recently published HICP available of the relevant Calendar month of the Bid Submission Date; and (ii) the most recently published HICP available of the relevant Calendar month of the Signature Date.
- 5.4 Following the First Adjustment, the Consultant's rates may be adjusted once in each calendar year, with effect from 1 January of the relevant year (or from the Signature Date in the year applicable), in accordance with the percentage change in the Harmonized Index of Consumer Prices (HICP) published by Eurostat.
- 5.5 Any such adjustment shall be calculated as follows: (i) the first adjustment following the Signature Date shall be calculated by comparing the most recently published HICP available prior to 1 January of the relevant adjustment year with the published HICP available on the Signature Date; and (ii) each subsequent annual adjustment shall be calculated by comparing the most recently published HICP available prior to 1 January of the relevant adjustment year with the most recently published HICP available prior to 1 January of the immediately preceding calendar year.
An example of the adjustment is attached hereto as **Attachment A**.
- 5.6 For the avoidance of doubt, following the First Adjustment on the Signature Date, no annual adjustment under Sections 5.4 and 5.5 shall apply until at least twelve (12)

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

months have elapsed from the Signature Date. Accordingly, the first annual adjustment following the First Adjustment may take effect only on the first 1 January occurring after the expiry of at least such twelve (12)-month period.

- 5.7 Any annual adjusted rates approved pursuant to Sections 5.4 and 5.5 shall apply with effect from 1 January of the relevant year and shall constitute the basis for all Services performed on and after that date.
- 5.8 For the purposes of this Section, any adjusted rate resulting from the indexation mechanism shall be rounded to two (2) decimal places.
- 5.9 For the avoidance of doubt, no annual adjustment under Sections 5.4 and 5.5 shall apply automatically. The Consultant shall bear sole responsibility for initiating any annual rate adjustment by submitting a written request to the Owner accordingly.
- 5.10 Any request for an annual adjustment must be submitted no later than 31 January of the relevant calendar year and must include reasonable supporting documentation, including the applicable HICP data referred to in Section 5.5 above, namely: (i) the most recently published HICP available prior to 1 January of the relevant adjustment year; and (ii) either the published HICP available on the Signature Date, in the case of the first annual adjustment following the Signature Date, or the most recently published HICP available prior to 1 January of the immediately preceding calendar year, in the case of each subsequent annual adjustment, together with the calculations used to determine the requested adjustment.
- 5.11 The Consultant shall have no right or entitlement to any annual adjustment of its rates unless and until such request has been duly submitted in accordance with this Section.
- 5.12 If the Consultant fails to submit a request for an annual adjustment by 31 January of the relevant calendar year, such failure shall constitute an irrevocable waiver of the Consultant's right to any annual adjustment of its rates for that calendar year.
- 5.13 For the avoidance of doubt, the payment for Subsistence in Israel and for hotel accommodation in Israel (including meals at the hotel) shall not be adjusted throughout the Agreement Term.
- 5.14 For the avoidance of doubt, any adjustment to the Consultant's rates pursuant to this Section 5, including the First Adjustment and any subsequent annual adjustment, may be positive or negative in accordance with the percentage change in the Harmonized Index of Consumer Prices (HICP) published by Eurostat. Notwithstanding the foregoing, under no circumstances shall the Consideration be lower than the corresponding rates as set forth in **Tender Form "11"** (Price Proposal).

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Attachment A to Appendix 2 (Remuneration and Payment)Illustrative Example of Rate Adjustment

For the avoidance of doubt, the following example is provided for illustrative purposes only in order to demonstrate the manner in which the Consultant's rates may be adjusted by reference to the Harmonized Index of Consumer Prices (HICP) published by Eurostat.

For the purposes of this example only, assuming:

- (a) the original Hourly Rate is EUR 170;
- (b) the most recently published HICP available of the relevant calendar month of the **Bid Submission Date** is **120**;
- (c) the most recently published HICP available of the relevant calendar month of the **Signature Date** is **126**;
- (d) the most recently published HICP available prior to 1 January of the second year is **132**; and
- (e) the most recently published HICP available prior to 1 January of the third year is **136**.

First Adjustment – upon signature date

The First Adjustment due upon the Signature Date shall be calculated by comparing:

- (a) the most recently published HICP available of the relevant calendar month of the **Bid Submission Date**; and
- (b) the most recently published HICP available of the relevant calendar month of the **Signature Date**.

Accordingly, in this example, the adjusted Hourly Rate upon the Signature Date shall be calculated as follows:

$$\text{EUR } 170 \times (126 / 120) = \text{EUR } 178.50$$

Therefore, the adjusted Hourly Rate as from the Signature Date shall be EUR 178.50.

Second Adjustment - Adjustment for the Second Year

Following the First Adjustment, the Consultant's rates may be adjusted once in the relevant calendar year with effect from 1 January of such year, subject to the Agreement.

Accordingly, in this example, the adjusted Hourly Rate for the second year shall be calculated as follows:

$$\text{EUR } 178.50 \times (132 / 126) = \text{EUR } 187.00$$

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Therefore, the adjusted Hourly Rate as from 1 January of the second year shall be EUR 187.00.

Third Adjustment – Adjustment for the Third Year

In the following calendar year, any further adjustment shall be calculated by comparing:

- (a) the most recently published HICP available prior to 1 January of the relevant adjustment year;
and
- (b) the most recently published HICP available prior to 1 January of the immediately preceding calendar year.

Accordingly, in this example, the adjusted Hourly Rate for the third year shall be calculated as follows:

$$\text{EUR } 187.00 \times (136 / 132) = \text{EUR } 192.67$$

Therefore, the adjusted Hourly Rate as from 1 January of the third year shall be EUR 192.67.



Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 2A – Monthly Time Sheets Template

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Appendix 2A - Monthly Time Sheets Template

MMM, yyyy	Contract No.	Consultant Name	Firm

Day	Date	Hours Working	Description
- אS			
- בM			
- גT			
- דW			
- הT			
- וF			
- זS			
- אS			
- בM			
- גT			
- דW			
- הT			
- וF			
- זS			
- אS			

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Day	Date	Hours Working	Description
– ךM			
– גT			
– וW			
– הT			
– וF			
– שS			
– אS			
– ךM			
– גT			
– וW			
– הT			
– וF			
- שS			
- אS			
– ךM			
- גT			
– וW			
- הT			
- וF			
- שS			

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Day	Date	Hours Working	Description
-אס			
-במ			
Total hours			

I hereby declare that the hours listed above are in accordance with actual hours spent and as recorded in the books of the company / firm.

N.T.A employee:	_____Signature:	Date :
Consultant Name:	_____Signature:	Date :
NTA Coordinator:	_____Signature:	Date :

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 3 – Non-Conflict of Interest Undertaking

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Appendix 3 - Non-Conflict Of Interest Undertaking*(To be executed by each Personnel employed by the Consultant)*

Date: _____

To:

NTA – Mass Transit Systems LTD.

26 Harokmim St.

Holon, Israel

Dear Sir / Madam,

Re: Non-Conflict of Interest 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 of and any entity exercising control over such 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 interest 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, and to cause all relevant Personnel (as applicable) to refrain, from taking any action that may give rise to a conflict of interest between the performance of the duties under the Agreement and the performance of any other duty or commitment of the undersigned or anyone acting 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.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

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 interest, in accordance with the provisions of this Non-Conflict of Interest Undertaking and the Agreement, and to act in accordance with NTA's instructions to prevent such conflict of interest.
7. The provisions of this Non-Conflict of Interest 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 and 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*

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 4 – Information Security for NTA Suppliers with Access to NTA Information Systems

Appendix 4 - Information Security for NTA Suppliers with Access to NTA Information Systems

To:

N.T.A. – Metropolitan Mass Transit Systems Ltd.

(hereinafter: "NTA" or the "Company")

1. Background

- 1.1 The ongoing operations of NTA – Metropolitan Mass Transit Systems Ltd. ("NTA") involve numerous external suppliers providing various services. In the course of providing such services, suppliers may create, receive, process, store, transmit or otherwise handle information belonging to NTA, provide infrastructure for the storage and processing of such information, or obtain access to NTA's network and information systems.
- 1.2 Certain information assets of NTA are classified as confidential business, security-related, or personal information, and unauthorized disclosure thereof may result in security risks or significant commercial, reputational, legal or regulatory harm to NTA.
- 1.3 To minimize risks to the confidentiality, integrity and availability of NTA's information assets, such assets must be adequately protected both when residing within NTA's network and when stored, processed or otherwise handled by suppliers or under their responsibility.
- 1.4 This Appendix sets forth information security requirements applicable to suppliers that create, process, store and/or maintain NTA information within their own information technology environments (for example, design and engineering firms).

2. Definitions

- 2.1 **Information Asset** - Any file, record, database, physical copy or other information repository containing information created or received in the course of NTA's activities and having value to NTA's operations.
- 2.2 **Information Security** - The collection of actions, controls and safeguards required to ensure integrity, availability, reliability, confidentiality and resilience of information assets.
- 2.3 **Confidentiality** – The requirement that access to information be restricted solely to persons whose duties require such access and who have been granted appropriate authorization.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 2.4 **Integrity** – The requirement that information remain complete, accurate and reliable throughout its lifecycle.
- 2.5 **Availability** – The requirement that information be accessible to authorized users when needed.
- 2.6 **Sensitive Information / Confidential Information** – Information whose disclosure to unauthorized parties may result in security risks, privacy violations, significant business damage to NTA, or a breach of applicable law or regulation.
- 2.7 **Information Security Incident** – Any event involving unauthorized disclosure of information that may endanger the organization, compromise the privacy of employees or contractors, disrupt NTA's operations, or constitute a violation of applicable law.
- 2.8 **NTA Information Environment** (at the Supplier) – NTA information assets and all infrastructure, endpoints and components that enable access thereto or through which such information is created, stored, processed or transmitted.
- 2.9 **Supply Chain Cyber Risks** – Risks to an organization or customer arising from the business and technological relationship between the supplier and the organization, which may adversely affect organizational effectiveness, objectives, missions or business continuity.
- 2.10 **Business Need** – A need arising from an employee's role and/or assigned duties for the purpose of providing services to NTA.
- 2.11 **Secured Channel** – A protected communication path designed to prevent interception, unauthorized access, manipulation or disruption of transmitted data.
- 2.12 **Need-to-Know** – the principle that access to information shall be granted only to persons whose assigned duties require access to that information.
- 2.13 **Least Privilege** – the principle that each user shall be granted only the minimum access rights necessary to perform that user's assigned duties.

3. Information Security Requirements Applicable to Suppliers

3.1 General Requirements

- 3.1.1. The Supplier shall perform, at least one of the following:
Either complete the certification process through the INCD's online system ("Matzpen" System), concerning compliance with INCD Supply Chain Methodology. Upon completion, a findings report shall be generated:

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 3.1.1.1 The Supplier shall provide NTA with an original confirmation evidencing completion of the process.
- 3.1.1.2 The above shall be executed through the following website: <https://grc.cyber.gov.il/login> (need to create an account).
- 3.1.1.3 A Supplier that does not fully comply with the INCD requirements shall provide NTA with a remediation plan and/or compensating controls addressing the identified security gaps,

OR

Provide proof of a valid certification of the international regulation SOC2, alongside authorizing NTA to conduct audits at the Supplier's premises and/or to obtain relevant data from the Supplier.

- 3.1.2. The Supplier shall maintain an information security policy consistent with applicable laws, regulations and industry standards. Such policy shall be approved by senior management and communicated to all personnel with access to the NTA Information Environment.
- 3.1.3. The Supplier shall designate an individual responsible for the protection of NTA information.
- 3.1.4. The Supplier and all personnel authorized to access the NTA Information Environment shall execute confidentiality undertakings prior to commencing activities.
- 3.1.5. The Supplier shall be responsible for preventing unauthorized disclosure of NTA information.
- 3.1.6. Any subcontractor engaged by the Supplier shall require NTA's prior approval before commencing work.
- 3.1.7. Such subcontractors shall complete a declaration of compliance process in accordance with the National Cyber Directorate's supply chain requirements as described in Section 3.1.1 above (comply with at least one of the alternatives).
- 3.1.8. The Supplier shall remain fully responsible for compliance with the information security requirements set forth herein by all subcontractors engaged in connection with the Services.
- 3.1.9. The Supplier shall promptly notify NTA of any actual or suspected

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Information Security Incident affecting the NTA Information Environment. The Parties shall cooperate in investigating and responding to such incident.

3.1.10. Upon NTA's request, the Supplier shall permit audits conducted by NTA or its representatives to verify compliance with the requirements of this Appendix. The Supplier shall cooperate fully and provide access to relevant records and documentation.

3.1.11. Whenever encryption is required under this Appendix, the Supplier shall utilize encryption methods and cryptographic keys approved by NTA.

3.2 Human Resources Information Security

3.2.1. Subject to applicable legal limitations, the Supplier shall perform background checks on personnel authorized to access the NTA Information Environment and for key personnel, as defined in the Agreement, and the team on its behalf, upon request – submit to NTA a non-criminal record approval.

3.2.2. The Supplier shall conduct information security awareness and training activities for its personnel.

3.2.3. Upon termination of employment or change of role, the Supplier shall revoke access rights and recover any equipment or media containing NTA information.

3.3 Physical Security

3.3.1. All systems storing or processing NTA information shall be protected against environmental hazards, including fire, flooding and similar threats.

3.3.2. Physical access to the NTA Information Environment shall be restricted to authorized personnel with a legitimate business need and controlled through access management systems.

3.3.3. Hard-copy records and removable media containing NTA information shall be securely stored.

3.3.4. Hard-copy records and removable media no longer required shall be securely destroyed in a manner preventing future access to the information.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement**3.4 Transfer of Sensitive or Confidential Information**

- 3.4.1. Digital information shall not be transmitted over the Internet or via ordinary email between NTA and the Supplier, or between the Supplier and its subcontractors, except through a secure channel designated by NTA.
- 3.4.2. Information stored on physical media shall be delivered directly to an NTA representative or through a process approved by NTA.
- 3.4.3. Information transferred via removable media shall be encrypted, and the encryption key shall be transmitted separately.
- 3.4.4. Where a subcontractor copies information to removable media, all residual copies within the subcontractor's systems shall be securely deleted.

3.5 Information Storage

- 3.5.1. As a general rule, NTA information shall be stored on servers within the Supplier's internal network and not on endpoint devices.
- 3.5.2. Where business necessity requires storage of sensitive NTA information on portable devices, the relevant files or storage media shall be encrypted.
- 3.5.3. Upon termination of the engagement, the Supplier shall transfer all NTA information to NTA and permanently delete all copies from its systems, while maintaining logs evidencing such deletion.

3.6 Backup and Disaster Recovery

- 3.6.1. The Supplier shall maintain backups of NTA information.
- 3.6.2. Where backup media are encrypted, encryption keys shall be stored separately.
- 3.6.3. The Supplier shall maintain business continuity and disaster recovery plans.

3.7 Network Security

- 3.7.1. Direct Internet access to the NTA Information Environment shall not be permitted except through secure connectivity and multi-factor authentication.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 3.7.2. Wireless access shall comply with NTA's requirements, including logical segregation, prohibition of Internet access where required, strong authentication, encryption, monitoring and logging.
- 3.7.3. The NTA Information Environment shall be physically or logically segregated from environments belonging to other customers.
- 3.7.4. At a minimum, the following security controls shall be implemented:
 - 3.7.4.1 Network Firewall
 - 3.7.4.2 Anti-Malware Gateway Protection
 - 3.7.4.3 Web/Category-Based Filtering
 - 3.7.4.4 IDS/IPS
 - 3.7.4.5 Web Proxy Servers
 - 3.7.4.6 DDoS Protection
 - 3.7.4.7 Web Application Firewall (where applicable)
 - 3.7.4.8 Data Loss Prevention (DLP)
 - 3.7.4.9 Endpoint Protection and Endpoint Detection & Response (EDR)
- 3.7.5. Production environments shall be segregated from development and testing environments.
- 3.7.6. The Supplier shall conduct independent penetration testing and resilience assessments at least once every twelve (12) months, or following any significant infrastructure change, and shall remediate critical findings within a reasonable timeframe.

3.8 Access Control

- 3.8.1. Access rights shall be governed by the principles of Need-to-Know and Least Privilege.
- 3.8.2. Each authorized user shall have a unique User ID.
- 3.8.3. Shared accounts shall be prohibited.
- 3.8.4. Remote access shall require encrypted communication channels and

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Multi-Factor Authentication (MFA).

- 3.8.5. User accounts shall be locked after six (6) unsuccessful login attempts. The account may be unlocked only after a minimum period of thirty (30) minutes has elapsed, or by a system administrator following verification of the user's identity.
- 3.8.6. Inactive sessions shall automatically terminate after twenty (20) minutes. Re-establishment of the session shall require the user to re-authenticate.
- 3.8.7. Passwords shall:
 - 3.8.7.1 Contain at least eight (8) characters;
 - 3.8.7.2 Include uppercase letters, lowercase letters, numbers and special characters;
 - 3.8.7.3 Be changed at least once every three (3) months;
 - 3.8.7.4 Be cryptographically protected both in storage and transmission.
- 3.8.8. Any remote access connection to the NTA Information Environment shall be established through an encrypted communication channel (e.g., SSL VPN) and shall require Two-Factor Authentication (2FA), such as a user password combined with a One-Time Password (OTP).

3.9 Server and Endpoint Security

- 3.9.1. The Supplier shall safeguard and harden servers and workstations according to industry best practices.
- 3.9.2. Default accounts and passwords shall be removed or disabled.
- 3.9.3. Critical security patches shall be installed as soon as practicable and no later than thirty (30) days following release.
- 3.9.4. Anti-malware protection, application control, personal firewalls and centralized configuration management shall be implemented throughout the environment.

3.10 Removable Media

- 3.10.1. Only removable media that has undergone approved scanning and sanitization procedures may be connected to the NTA Information

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Environment.

- 3.10.2. Confidential information stored on removable media shall be encrypted in accordance with industry best practices.

3.11 Monitoring and Logging

- 3.11.1. The Supplier shall maintain audit logs for operating systems, applications and security controls, including firewalls, IDS/IPS, WAF, proxy servers and anti-malware systems.

- 3.11.2. Logs shall include, at a minimum:

3.11.2.1 Successful and unsuccessful login attempts;

3.11.2.2 User logouts;

3.11.2.3 Administrative actions;

3.11.2.4 User and permission management activities;

3.11.2.5 Security alerts and incidents.

- 3.11.3. Each log entry shall include:

3.11.3.1 User identifier;

3.11.3.2 Date and time;

3.11.3.3 Description of the event.

- 3.11.4. Logs shall be retained for a minimum period of six (6) months.

- 3.11.5. Log records shall be protected against alteration or deletion, including by privileged users.

- 3.11.6. The Supplier shall enable integration of relevant monitoring and logging outputs with NTA's centralized SIEM and SOC systems.

IN WITNESS WHEREOF, I hereby confirm my commitments and undertakings as set forth above.

Name:

Date:

Signature:

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 5 – Data Processing Agreement

Appendix 5 - Data Processing Agreement

This Data Processing Agreement, dated _____ ("**DPA**"), is part of the Professional Consulting Services of Supervisory Independent Safety Assessment for the Metro Project (SISA) Agreement ("**Agreement**") between NTA – Metropolitan Mass Transit System Ltd. ("**NTA**") and ("**the Consultant**" or "**the Vendor**"), and constitutes an integral part thereof. All terms not defined in this DPA shall be interpreted in accordance with the provisions of the Agreement.

1. Definitions

- 1.1 **Privacy Protection Laws** – The Privacy Protection Law, 5741-1981, the regulations enacted or to be enacted thereunder, including the Privacy Protection (Data Security) Regulations, 5777-2017 ("**Data Security Regulations**"), as well as the guidelines of the Privacy Protection Authority.
- 1.2 **Personal Information** – "information", "sensitive information", as well as "personal information" and "information of special sensitivity" as defined in the Privacy Protection Law, 5741-1981, including information about a person's personal affairs; and any data by means of which a private individual can be identified, directly or indirectly, in a direct manner, as well as information that will be defined as Personal Information by NTA.
- 1.3 **NTA's Personal Information** – all Personal Information that has been transferred or will be transferred to the Vendor or to which the Vendor has been granted access by NTA or anyone on its behalf, including Personal Information from NTA's databases and Personal Information that the Vendor will process as part of providing the services to NTA, as well as information collected, accumulated, created or received by the Vendor in the framework of its services to NTA.
- 1.4 **Data Subject** – a person about whom the Personal Information is collected.
- 1.5 The terms "**processing**", "**database**", "**processor**", "**controller**", shall be interpreted in accordance with the provisions of the Privacy Protection Laws, as translated and adapted to equivalent concepts under applicable parallel privacy regulations.

2. Vendor's Representations and Undertakings

- 2.1 The Vendor acknowledges that, in the course of providing its services, it may have access to NTA's Personal Information.
- 2.2 The Vendor declares and understands that for the purpose of this DPA, NTA is the controller of the database with respect to the Personal Information of NTA, and the

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Vendor is a processor (or as defined in the Privacy Protection Laws – "**Database Holder**", which term shall have the meaning ascribed to it in the Privacy Protection Laws). The Vendor confirms that all obligations applicable to a processor in accordance with the Privacy Protection Laws shall apply to it and that it will fulfill all said obligations with respect to NTA's Personal Information.

- 2.3 The Vendor undertakes to act in accordance with all applicable laws, including the provisions of the Privacy Protection Laws, and in particular with respect to the processing of NTA's Personal Information.
- 2.4 The Vendor hereby declares and undertakes that it has prior experience in processing Personal Information, and has the capability, knowledge and background in the field of performing the services, as defined in the Agreement ("**the Services**"). The Vendor shall ensure that the processing operations of NTA's Personal Information will be carried out in accordance with the provisions of **Addendum A** to this DPA. The Vendor shall update NTA if the Services require the updating of **Addendum A**.
- 2.5 The Vendor hereby declares and undertakes that it will not use NTA's Personal Information for any purpose other than providing the Services, nor in any manner that constitutes an invasion of privacy or is otherwise contrary to the purpose for which it was provided.
- 2.6 All of NTA's Personal Information that the Vendor is processing shall be disclosed only to those personnel who require access for the Services ("**Authorized Representatives**").
- 2.7 The Vendor shall appoint a privacy protection officer, unless it is not required to do so in accordance with the provisions of the Privacy Protection Laws. The details of the officer shall be provided to NTA.
- 2.8 If the Vendor is required to collect or generate or accumulate Personal Information for NTA, the Vendor declares that these operations will be carried out only in lawful ways and that it will not make use of illegal databases or illegal data sources.

3. Personnel; Training and Confidentiality

- 3.1 The Vendor undertakes that it will conduct periodic training for all Authorized Representatives regarding the Services, the provisions of the Privacy Protection Law and its regulations, and in particular the Data Security Regulations. Upon NTA's request, the Vendor shall present a copy of the list of training sessions that were conducted for the Authorized Representatives in accordance with this document.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 3.2 The Vendor undertakes that neither it nor anyone on its behalf will disclose information that came to its knowledge, or to the knowledge of anyone on its behalf, by virtue of their position as an employee, manager, or another service provider involved in the processing of NTA's Personal Information ("**Sub-Processor**").
- 3.3 The Vendor undertakes that the Vendor, its employees, or any approved Sub-Processor will have access authorization to NTA's information only to the extent necessary for the Services and not beyond that, according to their role definitions. The Vendor shall prepare a list of Authorized Representatives and shall transfer it to NTA, subject to its request.
- 3.4 The Vendor shall ensure that all Authorized Representatives on its behalf have signed confidentiality agreements, which will ensure the maintenance of confidentiality of NTA's Personal Information.

4. Data Security

- 4.1 The Vendor undertakes to implement, with respect to NTA's Personal Information, during the engagement period and for as long as the Vendor processes NTA's Personal Information, data security mechanisms that meet high standards customary in the market at the relevant time, including with respect to the physical and logical security of NTA's Personal Information, access authorizations, management of mobile devices, and management of data security incidents, and which are no less than the requirements of the provisions of the Privacy Protection Laws, and in any case data security mechanisms that meet all NTA's requirements regarding data security as detailed in the Agreement and in this DPA, as they may be updated from time to time.
- 4.2 Furthermore, the Vendor undertakes to implement at all times, with respect to NTA's Personal Information, data security mechanisms that meet NTA's requirements as detailed in the Agreement.

5. Sub-Processor

- 5.1 The Vendor shall not transfer or process NTA's Personal Information through third parties, except as stated in this DPA.
- 5.2 If the Vendor is required to transfer the information to third parties or Sub-Processors for the purpose of the Service, the Vendor shall obtain NTA's approval for this, in advance and in writing. If NTA has expressed a reasonable objection to the Vendor transferring the information to the Sub-Processor, the Vendor shall make every effort to provide the services without transferring the information to the Sub-Processor. The

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Vendor shall maintain a registry containing the details of each Sub-Processor approved by NTA ("**Approved Sub-Processor**").

5.3 The Vendor shall notify NTA, a reasonable time in advance, and in writing, of its intention to replace or add a Sub-Processor.

5.4 With respect to each Approved Sub-Processor, the Vendor shall ensure that:

5.4.1. All Data security risks involved in the engagement have been examined and have received an appropriate response by the Sub-Processor;

5.4.2. An agreement has been signed regulating the Sub-Processor's obligations towards the Vendor and NTA, in accordance with the requirements of Regulation 15 of the Data Security Regulations; in any case of a chain of engagements whereby an Approved Sub-Processor provides its services through an additional subcontractor or other third party that is granted access to NTA's Personal Information (including further downstream subcontractors), the Vendor shall ensure that equivalent written agreements are executed with each such party in the chain, imposing obligations that are no less protective than those applicable to the Vendor under this DPA and applicable law, including Regulation 15(2)(z) of the Data Security Regulations, and the Vendor shall ensure effective enforcement of such obligations.

5.4.3. If the engagement with the Sub-Processor involves the transfer of information outside the borders of the State of Israel, the transfer of information complies with all requirements of the law, including the Privacy Protection Regulations (Transfer of Information to Databases Outside the Borders of the State), 5761-2001.

5.5 Without derogating from the provisions of the Agreement, the Vendor shall bear full responsibility for any act or omission of the Approved Sub-Processors, and any breach of the provisions of this DPA shall be deemed a breach by the Vendor.

6. Data Subject Rights; Inquiries from Authorities

6.1 The Vendor shall fulfill its obligations regarding the exercise of data subject rights and shall assist NTA in fulfilling its obligations towards the data subjects. The Vendor shall update NTA immediately and no later than 24 hours after receiving an inquiry from a data subject related to NTA's Personal Information and shall not respond to the inquiry without obtaining NTA's approval for this.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 6.2 The Vendor shall update NTA immediately and in writing, regarding any inquiry, oral or written, from an administrative Authority, and particularly the Privacy Protection Authority, as well as an inquiry from enforcement bodies, relating to the Service or to NTA's Personal Information.

7. Use of Artificial Intelligence Tools

- 7.1 Without derogating from the provisions of Section 5 above, if an artificial intelligence system is used to process NTA's Personal Information in connection with the provision of services, the Vendor undertakes not to use NTA's Personal Information in any manner that violates the terms of this DPA (including, but not limited to, confidentiality and information security obligations), or any applicable laws and binding regulatory guidelines relating to artificial intelligence.
- 7.2 The Vendor undertakes not to include NTA's Personal Information in the training or validation datasets of any artificial intelligence tools or models without NTA's prior written consent. For the purposes of this section, "artificial intelligence system" refers to any automated system that uses input data to generate predictions, content, recommendations, or decisions that may affect an individual, NTA's activities, or the Vendor's activities (including generative artificial intelligence tools that create new content using algorithms in response to input commands (prompts)), or as otherwise defined under applicable law and binding regulatory guidelines.
- 7.3 Without derogating from the provisions of this DPA, the Use of Artificial Intelligence Tools shall also be governed by the Appendix for Use of Information Through Artificial Intelligence Tools.

8. Data Security Incident

- 8.1 The Vendor shall report to NTA immediately and no later than 24 hours from the moment of discovery of a case in which an incident has been discovered that raises concern of harm to the integrity of NTA's Personal Information, unauthorized use thereof or exceeding authorization ("**Data Security Incident**"). The report shall include all existing information, as of the date of the report, regarding the circumstances of the Data Security Incident and the actions that have been taken and will be taken by the Vendor for the purpose of handling the incident and its implications.
- 8.2 The Vendor shall assist NTA in fulfilling its obligations relating to any Data Security Incident and shall bear the costs associated with managing, investigating, and notifying data subjects about the Data Security Incident, to the extent that such incident results from any act or omission of the Vendor.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

- 8.3 The Vendor shall not respond to inquiries from third parties regarding the Data Security Incident, nor shall the Vendor disclose any details about the Data Security Incident on its own initiative, without obtaining NTA's prior written approval, unless otherwise required by applicable law.

9. Deletion or Return of Personal Information

- 9.1 The Vendor hereby represents and undertakes that upon termination of the engagement, for any reason whatsoever, or upon NTA's first request, all information obtained by the Vendor in connection with the services shall be deleted within a reasonable period, and in any event no later than 30 days following the termination of the engagement or NTA's request. Upon deletion of NTA's Personal Information, the Vendor shall provide NTA with a declaration, signed by the Vendor's authorized signatories, confirming that the deletion has been duly carried out as specified above.
- 9.2 If the Vendor is obligated in accordance with the provisions of the law to keep a copy of NTA's Personal Information, the Vendor shall make every effort to keep the information in an anonymous form. If it is not possible to delete the identifying details from the information, the Vendor shall update NTA, in advance and in writing, that it is required by law to keep a copy of NTA's Personal Information.
- 9.3 Insofar as there is a provision in the law requiring the retention of the information by the Vendor, the Vendor hereby declares and undertakes that the security measures defined in the engagement with NTA shall remain in effect throughout the entire period of retention of the information.

10. Audits; Annual Reporting

- 10.1 NTA's representatives shall have the right, upon reasonable advance coordination with the Vendor, to conduct audits regarding the Vendor's use and security of NTA's Personal Information. In addition, the Vendor shall, within a reasonable period, provide NTA with documents evidencing its compliance with applicable data security obligations and shall respond to audit questionnaires submitted by NTA.
- 10.2 The Vendor undertakes to submit to NTA, at the end of 12 months from the date of signing this DPA, and thereafter throughout the entire engagement period and as long as the Vendor processes NTA's Personal Information, a report on the manner of performing its obligations in accordance with this DPA and the provisions of the Privacy Protection Laws. The Vendor shall transfer to NTA the report and additional details required by NTA to demonstrate its compliance with the Privacy Protection Laws to NTA's satisfaction.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement**11. Indemnification**

- 11.1 The Vendor undertakes to indemnify NTA, or anyone acting on its behalf, immediately upon demand, for any payment, compensation, financial sanction, attorneys' fees, expert fees, or any other expense incurred by NTA or anyone on its behalf as a result of any third-party claim or proceeding initiated by a competent Authority against NTA or its representatives, in connection with the Vendor's obligations under this DPA or under the Privacy Protection Laws, to the extent that responsibility for such claim or proceeding rests with the Vendor in accordance with the provisions of this DPA or the Privacy Protection Laws.

12. General

- 12.1 Without derogating from the Vendor's liability under this DPA or any applicable law, the Vendor undertakes, at its own expense, to arrange and maintain for itself and for the benefit of NTA, throughout the entire term of this DPA, all insurance required by law, including professional liability insurance and cyber insurance.
- 12.2 The Vendor's obligations detailed in this DPA shall continue to apply as long as the Vendor processes NTA's Personal Information, even after the termination of the Agreement, for any reason whatsoever, except if the information is kept in an anonymous form, after the characteristics of the data subjects have been removed in a final and irreversible manner.
- 12.3 The Vendor declares that it is fully aware of all the powers of the Head of the Privacy Protection Authority and that it complies and will continue to comply throughout the entire engagement period between the parties, with all obligations towards the Privacy Protection Authority. This includes compliance with the supervisory powers of the Head of the Authority over the Vendor in connection with its outsourcing activities for NTA.
- 12.4 The Vendor shall appoint a contact person on its behalf who will be in contact with a representative on behalf of NTA. The contact persons shall coordinate between them everything that requires clarification in connection with the training and implementation of the service, with an explicit explanation regarding the permitted use of the information.
- 12.5 The Vendor hereby declares that nothing in this DPA derogates from its obligations and rights to NTA and under the Privacy Protection Laws or other laws applicable to the services provided by the Vendor.

Vendor's Signature

#1925-96902974-15344

Page 86 of 124

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement**Addendum A – Data Processing Operations**

This Addendum details the permitted Personal Information processing operations, in accordance with the provisions of Regulation 15 of the Privacy Protection (Data Security) Regulations, 5777-2017:

1. The Personal Information that the Vendor is permitted to process and the purposes of its use for the purposes of the engagement:
The services, as defined in the Agreement ("**the Services**"), are not relevant to any use of Personal Information.
2. The type of processing that the Vendor is permitted to perform:
No data processing operations are required for the Service, as defined in the Agreement.
3. The database systems that the Vendor is permitted to access:

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 6 – Quality Assurance Guidelines

Appendix 6 - 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 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 Work Products 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 Work Products submitted by the Consultant shall meet and comply with the quality requirements determined by NTA from time to time at its sole discretion.
5. The Consultant shall implement self-quality control in the provision and performance of the Services and in the preparation and completion of all Work Products. 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.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

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:
 - 6.1 Administering, supervising, managing, and monitoring tasks, including documenting main issues addressed, decisions taken, and implementation of the Services;
 - 6.2 Meeting defined schedules, timelines, and milestones;
 - 6.3 Submitting financial reports, timesheets, bills, invoices, and all related documentation in good order and on time;
 - 6.4 Managing risks, foreseeing future issues and preparing accordingly, drawing appropriate conclusions and improving performance accordingly, and taking corrective and preventive actions;
 - 6.5 Innovation – Work Products /Services provided shall include innovations and innovative solutions, to the extent possible; and
 - 6.6 Using and implementing proper data protection and supervision of computer and electronic files (including virus prevention and data backup).
7. 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.
8. 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.
9. 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.
10. 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.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 7 – Use of Information Through Artificial Intelligence Tools

Appendix 7 - Use of Information Through Artificial Intelligence Tools

To:

N.T.A. – Metropolitan Mass Transit Systems Ltd.

(hereinafter: "NTA" or the "Company")

This Appendix (the "**Appendix**") forms an integral part of the Services Agreement (the "**Agreement**") entered into between **N.T.A. – Metropolitan Mass Transit Systems Ltd.** ("NTA") and _____ (the "**Supplier**"). Any term not expressly defined herein shall have the meaning ascribed thereto in the Agreement.

Definitions

Artificial Intelligence (AI) - A field of computer science concerned with the development of systems, software and algorithms capable of performing tasks that typically require human intelligence, including learning, reasoning, problem-solving, understanding and processing natural language, pattern recognition, decision-making, and visual and voice recognition. Such systems may improve over time through data analysis and learning from experience.

Classified Information - Information designated as classified, the disclosure of which may harm the security of the State of Israel.

Organizational Information - Any information the disclosure, processing or unauthorized use of which may adversely affect the confidentiality, security or interests of NTA, its employees, suppliers or the public. Such information includes, inter alia, Sensitive Information (as defined below), information relating to customers, suppliers, claims and contracts; operational, legal, technological or strategic information not intended for publication; data concerning NTA's organizational structure, procedures, work plans, meeting summaries, decisions and the like. Organizational Information further includes data protected by copyright, trade secret or intellectual property rights, and any information deemed confidential or proprietary by NTA or under applicable law.

Sensitive Information - Information including, inter alia, personally identifiable information (such as names, identification numbers, contact details, medical or financial information); information relating to NTA employees and their work; information derived from NTA security cameras; and any information the disclosure of which may infringe upon an individual's privacy.

Whereas, while providing services to NTA, the Supplier may be exposed to Classified Information, Organizational Information and Sensitive Information (collectively, the "**Information**"); and

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Whereas, in connection with the provision of its services, the Supplier may utilize Artificial Intelligence tools for the purpose of providing and enhancing services to NTA in accordance with the Agreement; and

Whereas, the Supplier acknowledges that the use of Artificial Intelligence tools in connection with NTA's Information may expose NTA to significant risks relating to privacy, confidentiality, intellectual property, information security and other matters;

Therefore, the Supplier hereby agrees, declares and stipulates as follows:

1. The Supplier undertakes not to make any use of NTA's Information through any Artificial Intelligence tool unless NTA has provided its prior express written consent. Any such consent shall include all restrictions and requirements applicable to the use of the Information, and the Supplier shall comply fully therewith.
2. The Supplier represents that, to the extent it utilizes any Artificial Intelligence tool not developed by the Supplier itself, it has reviewed the applicable licensing terms and conditions and has verified that its use of such tool does not violate the provisions of this Appendix or any applicable law.
3. The engagement between NTA and the Supplier shall be based on full transparency regarding the Supplier's use of Artificial Intelligence tools. Accordingly, the Supplier shall disclose to NTA, at any stage of the engagement, a list of all Artificial Intelligence tools used by the Supplier that contain or may contain NTA Information (subject to the express consent referred to in Section 1 above). Such disclosure shall include, inter alia, details regarding the manner in which the Information is used, the level of automation involved, the location where the Information is processed and stored, the applicable information security measures, and the Supplier's compliance with all applicable legal requirements.
4. The Supplier undertakes that any use of Artificial Intelligence tools shall be conducted in compliance with all applicable laws and regulations.
5. The Supplier shall implement reasonable measures to prevent the generation by Artificial Intelligence tools approved by NTA of biased, discriminatory, inaccurate, unlawful or harmful outputs or data. In addition, the Supplier shall maintain mechanisms for identifying such outputs and shall take appropriate corrective actions with respect to any deficiencies identified.
6. The Supplier undertakes that any Artificial Intelligence tool used following NTA's approval shall enable effective human oversight of both the processing of the Information and the resulting outputs.
7. Subject to NTA's approval as contemplated in Section 1 above, the Supplier undertakes that

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

any output generated through an Artificial Intelligence tool by incorporating NTA Information (the "Outputs") shall be submitted to NTA for review and approval prior to any use thereof, together with a description of the intended uses (the "Use of Outputs"). Should NTA determine not to approve the Use of Outputs, the Supplier shall refrain from any use thereof, shall not transfer them to any third party, and shall, upon NTA's request, immediately delete all copies or versions thereof in any form whatsoever. Should NTA approve the Use of Outputs, NTA shall provide the Supplier with its specific instructions, and the Supplier shall comply therewith in order to ensure the protection of NTA, its customers, employees and suppliers from security, legal and regulatory risks.

8. The Supplier acknowledges and agrees that all rights, title and interest in and to the Outputs, and in any intellectual property associated with Information processed through Artificial Intelligence tools, shall be the sole and exclusive property of NTA. The Supplier shall not use such Information for its own purposes and shall use it solely for the provision of the Services in accordance with the Agreement. The Supplier further waives any claim in connection therewith.
9. The Supplier undertakes not to make any secondary, derivative or subsequent use of the Information or the Outputs, except as required for the provision of the Services to NTA and strictly in accordance with the Agreement.
10. The Supplier shall implement information security measures with respect to the Information and the Outputs at a level no less than the highest standard generally accepted in the market, including physical and logical security measures, access authorization management, and information security incident management, and in any event not less than required by applicable law and the information security provisions of the Agreement.
11. The Supplier shall notify NTA immediately, and in any event no later than twenty-four (24) hours after becoming aware of any incident giving rise to concerns regarding the integrity of the Information or the Outputs, unauthorized access thereto, unauthorized use thereof, or any deviation from authorized use (an "Information Security Incident"). Such notice shall include all information known at the time of reporting, the circumstances of the incident, and the actions taken and to be taken by the Supplier to address the incident and its consequences.
12. The Supplier shall manage access rights to the Information and the Outputs for every individual or service provider acting on its behalf, in order to reduce the risk of unauthorized access and to ensure accurate data management.
13. The Supplier shall not transfer, disclose, provide access to, or otherwise make available NTA Information to any third party, including subcontractors, cloud service providers or any other entity, in connection with the use of Artificial Intelligence tools, unless NTA has

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

provided its prior express written approval and subject to compliance with all of NTA's requirements and applicable legal obligations.

14. The Supplier undertakes not to use the Information, including any Outputs derived therefrom, for the purpose of training, fine-tuning, improving, developing or otherwise supporting any Artificial Intelligence model, whether private, public, proprietary, third-party or otherwise, unless NTA has provided its prior express written consent.
15. Upon termination or expiration of the engagement, the Supplier shall permanently delete, destroy and ensure the complete deletion of all Information, including from backups, temporary files, Outputs and any other copies maintained on any system, tool or server through which the Information was processed using Artificial Intelligence tools, and shall provide NTA with written confirmation of such deletion.
16. NTA shall be entitled, either directly or through any person acting on its behalf, to conduct audits and inspections regarding the use of NTA Information, including the review of records, logs, procedures and information protection policies maintained by the Supplier, and the Supplier shall fully cooperate with any such audit or inspection.
17. The Supplier undertakes that any processing, storage or backup of NTA Information in connection with the use of Artificial Intelligence tools shall be performed solely on servers physically located in Israel, or with NTA's prior written approval, subject to a formal prior written request from NTA, stating which Artificial Intelligence tools will be used and where their servers are located.
18. The Supplier shall provide NTA with prior written notice of any material change in the Artificial Intelligence systems used by the Supplier, any change in its information protection policies, or any other material matter relating to the use of NTA Information.
19. The Supplier shall bear full responsibility for any damage, loss, expense or claim incurred by NTA, its employees, suppliers or anyone acting on its behalf, whether directly or indirectly, arising from a breach of this Appendix, including any violation of applicable law, the Agreement or any other obligation of the Supplier relating to the use of NTA Information through Artificial Intelligence tools. Without derogating from the foregoing, the Supplier shall indemnify, defend and hold harmless NTA, its employees, officers, directors and representatives from and against any and all damages, losses, costs, expenses (including legal fees and attorneys' fees) and claims, including third-party claims, arising out of or in connection with such breach, immediately upon NTA's demand. The provisions of this Section shall survive the termination or expiration of the Agreement for any reason whatsoever and shall be without prejudice to any other rights or remedies available to NTA under law or contract.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

20. The Supplier hereby acknowledges and agrees that nothing contained in this Appendix shall derogate from its obligations or rights under applicable law, including privacy protection laws, the Agreement, or any other laws and regulations applicable to the Services provided by the Supplier.

IN WITNESS WHEREOF, I hereby confirm my commitments and undertakings as set forth above.

Name:

Date:

Signature:

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 8 - Confirmation of Understanding the NTA Code of Ethics for Suppliers

Appendix 8 - Confirmation of Understanding the NTA Code of Ethics for Suppliers

To:

NTA - Metropolitan Mass Transit System Ltd

HaRokmim Street, Azrieli Center, Building A26

Holon

The NTA Code of Ethics for Suppliers

As it appears on the company's website at <https://www.nta.co.il/en/> > About tab > Code of Ethics For Suppliers, as it may be updated from time to time.

Consultant's Confirmation

By signing below, I hereby declare that I have read the NTA Code of Ethics for Suppliers and understood its content. I undertake to act in accordance with it and to ensure that all those acting for me or on my behalf, including my employees, subcontractors, and any other person or entity, are aware of its contents.

Consultant's Name and Signature

Date

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 9 – Declaration Regarding Integrity and Ethical Conduct

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Appendix 9 – Declaration Regarding Integrity and Ethical Conduct

To:

N.T.A. – Metropolitan Mass Transit Systems Ltd.

(hereinafter: "NTA" or the "Company")

I, the undersigned, [*name of Consultant's Personnel, or employee*] holder of ID/ Passport / Company No* _____, after having been duly warned that I must state the truth and that I shall be subject to the penalties prescribed by law should I fail to do so, hereby declare, warrant, represent, covenant, and guarantee all of the following:

1. This Declaration is made on behalf of _____ (the "Consultant"), which has entered into / intends to enter into an agreement with the Company (NTA) for the provision of consultancy services in the field of _____, Agreement No. _____ (the "Agreement").
2. In addition to the obligations and prohibitions imposed under applicable law, including the provisions of the Israeli **Penal Law, 5737-1977**, I hereby declare and undertake on behalf of the Consultant as follows:
 - 2.1 The Consultant and anyone acting on its behalf have not offered and shall not offer, have not given and shall not give, have not received and shall not receive, directly or indirectly, any benefit, payment, gift, gratuity, consideration or anything of value whatsoever for the purpose of influencing, directly or indirectly, any decision, act or omission of the Company, any office holder of the Company, any employee of the Company, any person acting on behalf of the Company, or any other party, in connection with any procurement, engagement or contracting process between the Consultant and the Company, or in connection with the Agreement or any Service Order issued or to be issued thereunder.
 - 2.2 The Consultant and anyone acting on its behalf have not solicited and shall not solicit, and have not cooperated and shall not cooperate, directly or indirectly, with any office holder of the Company, employee of the Company, person acting on behalf of the Company, or any other party:
 - 2.2.1. for the purpose of obtaining confidential or proprietary information relating to any procurement, engagement or contracting process, or to any agreement or service order arising therefrom; or
 - 2.2.2. for the purpose of fixing prices, fees, payments or other commercial terms in an artificial, collusive or non-competitive manner.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

3. I hereby acknowledge and agree that, in the event a reasonable suspicion arises that the Consultant or anyone acting on its behalf has acted in violation of the foregoing, the Company shall be entitled, at its sole discretion and at any stage whatsoever, to prohibit the Consultant from participating in the procurement, engagement or contract process in respect of which such suspicion exists (the "**Procurement Process**"), or in any other procurement or engagement process (including any future processes), or to reject the Consultant's proposal in the Procurement Process, or to revoke its award thereunder at any time, or to terminate at any time any agreement or service order resulting from the Procurement Process. The Consultant hereby irrevocably waives any claim, demand or cause of action, whether direct or indirect, in connection with the cancellation of such award, agreement or service order, or in connection with any other decision taken by the Company.
4. The Consultant undertakes to bring the contents of this Declaration to the attention of its employees, subcontractors, representatives, agents and any person acting on its behalf who is involved, in any manner whatsoever, in any procurement, engagement or contracting process of the Company, or in the performance of the agreement or any service order issued thereunder.

IN WITNESS WHEREOF, I hereby confirm my commitments and undertakings as set forth above.

Name:

Date:

Signature:

** cross out non-appropriate options*

Attorney's Certification

I, the undersigned, Adv. _____, whose address is _____, hereby certify that on _____, Mr./Ms. _____ appeared before me, identified himself/herself by means of ID No. _____ / who is personally known to me, and after I warned him/her that he/she must state the truth and that he/she shall be subject to the penalties prescribed by law if he/she fails to do so, he/she confirmed the accuracy of the foregoing declaration and signed it before me.

I further certify that the above signatory is duly authorized to bind the Consultant with respect to the matters set forth herein.

Signature and Stamp of Attorney

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 10 – Digital Chapter

Appendix 10 – Digital Chapter

1. Introduction

As an integral part of NTA's digital strategy, this Digital Chapter sets out basic standards, processes, and tools for information management and digital collaboration. Its purpose is to ensure consistent information management and continuity throughout the project.

The digital environment includes the use of Electronic Document Management Systems (EDMS), such as Aconex, and a Common Data Environment (CDE), forming the basis of the digital environment.

2. EDMS – Document and Correspondence Management

Aconex shall serve as the central platform for the management of project documents, project correspondence, and approvals.

All documents shall be uploaded to Aconex in accordance with NTA requirements, and each document shall be tagged in accordance with NTA standards.

All formal correspondence shall be managed solely through Aconex, including contractual and technical correspondence, and the use of email for formal correspondence is prohibited.

Document tracking, approval, and distribution shall be managed using the applicable Aconex workflows and transmittals. Incorrect document tagging may result in the document being returned for correction.

The Supplier shall participate in professional training on the use of Aconex.

3. SAP ERP – Financial and Logistics Management System

NTA uses the SAP ERP system. The system supports logistical and financial processes, including payment entry and payment control, payment status reports, and purchase order outputs.

The Supplier shall work in SAP in order to prepare payment reports, and any additional action defined by NTA.

Connection to SAP shall be provided through remote-access and information-security solutions supplied by NTA. Local installation of access components on the Supplier's computers may be required.

To support activities requiring access to NTA's SAP systems and relevant modules, NTA shall provide, at its own cost, two SAP user licenses and digital signatures for the Supplier.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

If additional licenses are requested, the Supplier shall bear the cost of such additional licenses and their annual maintenance fees, and such costs shall be deducted from the Supplier's accounts in accordance with the Agreement.

4. Use of Software and Management Systems

For the performance of the Agreement, the Supplier shall use the software and systems listed in Tables 1 and 2 below, in accordance with NTA instructions and the applicable Tender Documents.

4.1 Software to be Purchased Independently by the Supplier

Table 2 SW purchased by the Supplier

Software	Required Version / Requirement
Microsoft Office	Office 365
Training development software, including systems for the management and distribution of knowledge, instructions, or training materials	Not required unless expressly defined in the Tender Documents. Access, if required, shall be provided at NTA's discretion and in accordance with the applicable licensing and access terms.

The Supplier shall be responsible, at its own cost, for the purchase of the software listed here, including license management, maintenance, updates, and upgrades.

4.2 Software and Systems Provided or Managed by NTA

Table 3 Software and Systems Provided or Managed by NTA

Software / System	Estimated Number of Users	Purpose
SAP ERP	2	Management of payments, and accounts in the project
Aconex	Unlimited	Management of documents, correspondence, and workflows in the project

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Licensing shall be provided by NTA; however, the costs shall apply to the Supplier in accordance with the Agreement, except where expressly stated otherwise in this Digital Chapter, the Tender Documents, or the Agreement. The actual use of the systems listed in Table 2 shall apply in accordance with NTA instructions, the applicable Tender Documents, and the required scope of services.

4.3 Updates, Upgrades, and End-of-Life

Item	Requirement
Upgrade	Installation of a new or updated version of the software that adds functionality or improves performance. An upgrade may involve additional cost to the Supplier where the relevant software, tool, or system was purchased or provided by the Supplier, and in accordance with the Agreement.
Update	Bug fixes, corrections, or improvements intended to ensure the proper operation of the software. An update is generally included within software maintenance and does not usually involve additional cost to the Supplier.
End-of-Life policy	During the provision of the services, the Supplier shall ensure that unsupported software or systems that have reached End-of-Life status are not used.
Supplier responsibility for EOL systems	Where a system or software reaches End-of-Life status during the provision of the services, the Supplier shall upgrade or replace it in accordance with NTA requirements and at its own cost.
Supplier responsibility for upgrades	The Supplier shall bear the cost of upgrades required for software, tools, or systems purchased or provided by the Supplier for the performance of the services, as specified in the Agreement. With respect to software or systems provided or managed by NTA, upgrades shall be carried out in accordance with NTA instructions and the applicable licensing policy.
NTA rights	NTA reserves the right to update, upgrade, or add software as required and at its sole discretion, provided that the minimum requirements shall be provided to the Supplier in advance.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement**4.4 Contract Termination or License Expiry**

Within 30 days after the end of the license period or the contract period, or any other period defined in the Agreement, whichever is earlier, the Supplier shall return to NTA all documents and information related to the software.

The Supplier shall not make any further use of the information or documents after the end of the license period or the contract period.

5. General Instructions for Suppliers Not Working with NTA Systems

Topic	Instruction
Legal software use	The Supplier shall use only software with a valid and lawful license.
Software purchase	Software shall be purchased by the Supplier at its own cost.
Version compatibility	Each software application shall be compatible with the version used by NTA.
Changes and updates	NTA reserves the right to update, add, or upgrade software at its sole discretion.
Reports and documents	Reports shall be submitted both in the original editable format, for example Word, and in PDF format.
Multi-file reports	Reports comprising several files from different applications shall be converted to PDF directly from the electronic output of the software. The files shall be consolidated into a single PDF and shall not be created by scanning printed copies. The Supplier shall be responsible for the conversion and consolidation of the files.
Data backup	The Supplier shall perform data backup at least once per week. The backup depth shall enable data restoration for at least seven years, in accordance with NTA instructions. Backups shall be performed by secure means and shall be accessible for restoration as required.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Topic	Instruction
Information security	In accordance with NTA's information-security instructions and policy.
Media checks	Any media transferred for the performance of the services shall be virus-scanned before being sent to NTA.
Employees and consultants	The Supplier shall ensure that its employees, consultants, and subcontractors act in accordance with this Digital Chapter.

6. Use of NTA-Managed Software Tools

Topic	Requirement
License types	Some licenses may be named-user licenses for specific users. Some licenses may be site or organizational licenses. Use of the systems shall be in accordance with NTA licensing policy and the licensing policies of the software providers.
Pricing arrangements	Some software may be purchased according to the number of users or service period. Pricing may be updated according to needs and changes during the project.
Connection requirements	Some software may operate through an internet connection and may require adequate browsing speed and up-to-date browsers. Some software may require encrypted access, for example, VPN.
Multi-Factor Authentication	Access to NTA systems may require multi-factor authentication (MFA), including the use of an authentication application or any other authentication method approved by NTA. The Supplier shall ensure that its users are able to complete the required authentication process as a condition for accessing NTA systems. Where the use of a mobile authentication application or compatible device is required, the Supplier shall be responsible for ensuring that its users have the necessary means to comply with NTA's authentication requirements. Failure or refusal by a Supplier user to complete the required authentication

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Topic	Requirement
	process shall not exempt the Supplier from its obligations under the Agreement and shall not constitute grounds for delay, additional cost, or non-performance.
Updates and additional requirements	NTA reserves the right to require browser updates. NTA may require browsing-speed upgrades and participation in spot checks related to version upgrades.
Training	Training shall be at NTA offices or remotely, including through Microsoft Teams, Zoom, or another online platform approved by NTA, as required according to the scope of system use. The Supplier shall ensure that its employees are familiar with the data systems and requirements.
Future additions and changes	NTA reserves the right to add or upgrade software beyond the software listed in the tables.
Information privacy	Some systems allow the management of the Supplier's internal documents while maintaining information privacy as part of the software licensing arrangement.
End-of-Life compliance	The Supplier shall ensure that all systems or software used for the services are not in End-of-Life status. Systems approaching such status shall be reported to NTA in advance for planning and upgrade.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 11 – No-Claims Declaration

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Appendix 11 - No-Claims Declaration

To:

NTA - Metropolitan Mass Transit System Ltd.

26 HaRokmim St., Building A, 9th Floor, Azrieli Center

Holon 5885849 (hereinafter: "NTA")

Dear Sir/Madam,

Re: **No-Claims Declaration in connection with Agreement No. _____** (hereinafter:
the "Agreement")

Engagement Description: _____ (hereinafter: the "Services")

Upon submission of the payment demand in the amount of EUR _____ (in words: _____ EUR)*, as a final statement in respect of the amounts due to us for the provision of the Services, we hereby declare as follows:

*The last current amount payable, before contractual and/or agreed deductions and VAT.

1. We have no monetary or other claims whatsoever against NTA, or any representative on its behalf, in connection with the provision of the Services.
2. We declare that we have fulfilled all of our obligations under the Agreement, and that any information we provided to NTA, or any representative on its behalf, in connection with the provision of the Services, their standard and quality, is complete and accurate.
3. It is known to us that nothing in this letter, its receipt by NTA and the payment we receive, shall derogate from any obligation we have under the Agreement.

Sincerely,

Date_____
Signature and Stamp

❖ ❖ ❖

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 12 – Certificate of Insurance

Appendix 12 – Certificate of 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 Term 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, in connection with Independent Safety Assessment – ISA and the services under this Agreement:
 - 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 **250,000 EUR (€)**. for any one occurrence and in the aggregate for any annual insurance period. The policy shall be extended to indemnify NTA for its liability due to any act or omission of the Consultant in connection with the services, subject to a "cross liability" clause.
 - 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 insurance shall be extended to indemnify NTA should it be deemed to be the employer of any of the Consultant's employees.
 - 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 **2,000,000 EUR (€)**. 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 NTA for its liability due to any act or omission of the Consultant in connection with the Agreement, subject to a "cross liability" clause.
2. The Consultant's insurances required under this section are primary and precedent to any of NTA and/or the Israeli Government's insurances, and the Consultant's insurers shall waive their right to contribution from any of NTA and/or the Israeli Government's insurers with respect to any damage covered by the Consultant's insurance policies.
3. The Consultant's 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,

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

unless the insurer sends NTA notification by registered mail 60 days in advance, of its intention to do so.

4. The Consultant represents and warrants that it shall not have any claims, demands and/or actions against NTA and/or anyone on its behalf and/or the Israeli Government, concerning damage to its property or other property used in performing services. The foregoing shall not apply for the benefit of any one who caused damage with malicious intent.
5. The Consultant waives and shall have no claims or demands of any kind against NTA 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.
6. The Consultant shall submit to NTA a Certificate of Insurance and/or the insurance policies (signed by its insurer and/or insurance broker), as required herein, with the signing of this Agreement. NTA reserves the right, at its sole and absolute discretion and at any time and from time to time, to require the Consultant to submit both the Certificate of Insurance and the insurance policy documents, or either of them. The exercise or non-exercise of this right in any particular case, and any decision by NTA to require or not to require a Certificate of Insurance and/or the insurance policies, is made at NTA's sole discretion.
7. In all cases of incompatibility between the Consultant's insurance policies and that 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 NTA's request. It is hereby agreed that presentation of the policies to NTA and/or changes made to the policies do not constitute NTA's confirmation with regard to their conformity and they do not in any way constitute NTA's approval with regard to their conformity. Furthermore, such presentation or changes do not in any way limit or restrict the Consultant's responsibility towards NTA under the terms of this Agreement and/or any other Law and they do not incur any liability upon NTA.
8. The Consultant undertakes to fulfill all the conditions of the insurance policies listed under the terms of this Agreement. Furthermore, the Consultant undertakes to cooperate with NTA for the purposes of maintaining and reserving all of NTA's and the PM's rights according to those policies.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

9. Any change that may limit or restrict the Consultant's insurance coverage shall be brought to NTA's attention in writing and shall first receive NTA's written approval before such a change is made.
10. Nothing stated in this Appendix shall limit or restrict in any way the obligations of the Consultant, or place additional obligations on NTA.
11. In the event that any insurance policy is due to expire or lapse prior to the end of the required insurance period specified herein, the Consultant shall, at least thirty (30) days prior to the date of such expiry or lapse: (i) renew and extend the applicable insurance policy; and (ii) provide NTA with a duly renewed and extended Certificate of Insurance and/or insurance policy in respect of the applicable insurance policy.
12. Breach of the terms and/or conditions of any of the insurance policies by the Consultant and/or by anyone acting on its behalf shall not prejudice or derogate from NTA's rights of indemnity and/or recovery under the insurance policies.
13. The Consultant shall bear any and all insurance premiums and deductibles stated in the insurance policies for each and every claim, so that NTA shall receive full recovery of each loss.
14. **All provisions of this Appendix shall apply also for the benefit of the State of Israel – Ministry of Transport and Road Safety.**

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 13 – Performance Guarantee

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Appendix 13 – Performance Guarantee

Date: _____

To:

N.T.A. – Metropolitan Mass Transit Systems Ltd.

1 Azrieli Center, Harokmim and Halahav Street

Building A, 9th Floor

Holon, IsraelRe: **Letter of Guarantee No. _____ (Performance Guarantee)****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 one hundred and forty-four thousand EUR (144,000) linked to the Index as provided herein (the "**Guaranteed Amount**").

The "**Index**" – shall mean the Harmonized Index of Consumer Prices (HICP) published by Eurostat.

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 HICP]*

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 Consultant prior thereto and without set off or deduction and free of any fees or taxes, notwithstanding any claims or objections by the Consultant or ourselves or by any other party whatsoever.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

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 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 shall be reduced by any payment effected 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,

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 14 - List of Advisors to the Tender Committee

Appendix 14 – List of Advisors to the Tender Committee

1. Arnon, Tadmor-Levy, Law Firm;
2. WSP LLC UK;
3. Egis Rail;
4. Dan Rail
5. MLEAD
6. MetPro
7. Metav

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

**Professional Consulting Services of Supervisory
Independent Safety Assessment for the Metro Project
(SISA)**

Appendix 15 – Irrevocable Undertaking for Confidentiality and
Information Security

Appendix 15 – Irrevocable Undertaking for Confidentiality and Information Security

[To be signed by the Consultant's Personnel and any other relevant persons, pursuant to the Agreement]

To:

N.T.A. – Metropolitan Mass Transit Systems Ltd.

(hereinafter: "NTA" or the "Company")

26 HaRokmim Street, Building A, 9th Floor, Azrieli Center

Holon 5885849

Subject: **Irrevocable Undertaking for Confidentiality and Information Security**

Whereas, _____ (the "Consultant") has entered into the Agreement with NTA for the provision of the Services; and

Whereas, the undersigned, _____ **[full name]**, holder of ID No. _____, is:

- ☐ an authorized signatory of the Consultant;
- ☐ a member of the Consultant's Personnel;
- ☐ an employee of a sub-consultant engaged by the Consultant (if such sub-consultant has been approved);

Accordingly, I hereby undertake and declare as follows:

1. I, the undersigned, by virtue of my position with the Consultant (or on behalf of the Consultant) in connection with the provision of the Services to NTA, and in light of my involvement in matters relating to the Consultant and NTA, hereby undertake and agree that I shall bear full responsibility to maintain in strict confidence, without limitation in time, and shall not disclose or transfer to any third party, nor make any use whatsoever, directly or indirectly, of any Deliverables, Project Information, Work Products or Documentary Records (each as defined in the Agreement), including, inter alia, all information and documents accumulated, prepared, developed or produced by the Consultant in connection

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

with the Project and the Services, in any format whatsoever, including plans, estimates, drawings, charts, maps, valuations, diagrams, calculations, lists, sketches, opinions, reports, presentations, surveys, programs, minutes and records, as well as any information and documents collected or provided to the Consultant in connection with the Services, whether prepared by or through the Consultant or otherwise, together with all related documents, whether in writing or in any other medium, including copies and drafts, nor any knowledge, particulars or documents, including any idea, plan, document, invention or work relating to the performance of the Agreement, the Project or the Services, whether written, oral or otherwise, including any copy, reproduction, summary, abstract or adaptation thereof, in any medium whatsoever, which have been provided to me or have come into my possession during the performance of the Agreement, the Project or the Services, or in direct or indirect connection therewith, unless NTA has provided its prior express written consent thereto (collectively, the "Confidential Information").

It is expressly emphasized that the prohibition on disclosure of Confidential Information shall also apply to disclosure thereof to other consultants engaged by NTA, except through NTA or in accordance with NTA's written instructions.

2. Without derogating from any other provision of this Undertaking, I shall be entitled to use the Confidential Information solely for the purpose of performing the Services.
3. I undertake to implement all measures necessary to safeguard the Confidential Information and to restrict access thereto solely to authorized personnel, in accordance with the provisions of the Agreement and subject to NTA's approval.
4. I undertake to comply with all applicable legal requirements relating to the Confidential Information, including, without limitation, the provisions of the **Protection of Privacy Law, 5741-1981**, and all regulations promulgated thereunder.
5. I undertake to comply with all information security requirements of NTA, as may be provided to us from time to time.
6. I undertake not to remove from NTA's offices, the Consultant's offices, the offices of any sub-consultant by whom I am employed, or the offices of any entity providing services to the Consultant, any documents constituting Confidential Information.
7. Upon the termination of my engagement with the Consultant, or of my engagement on behalf of the Consultant (including through any approved sub-consultant), I undertake to return to NTA or to the Consultant, as applicable, all Confidential Information in my possession or under my control, and not to act in any manner that may impair or prejudice the reputation or goodwill of NTA.

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

8. I acknowledge that the provisions of **Section 118 of the Penal Law, 5737-1977**, shall apply to any breach of my obligations under this Undertaking.
9. Should NTA permit me to disclose the Confidential Information, or any part thereof, to any third party, such disclosure shall be conditional upon that third party executing, in favor of NTA and myself, jointly and severally, a confidentiality undertaking pursuant to which such third party shall be obligated to preserve the confidentiality of the Confidential Information in a manner that protects NTA's rights no less than as provided under the Agreement and this Undertaking.
10. I undertake that, throughout the Agreement Term, the Consultant's Personnel and any other persons acting on behalf of the Consultant in connection with activities relating to NTA shall undergo information security policy, procedure and guideline refresher training at least once per year.
11. I agree that NTA and/or anyone acting on its behalf may take any action, at its sole discretion, for the purpose of verifying compliance with the obligations set forth herein.
12. In the event of any breach of this Undertaking, in whole or in part (whether by me, the Consultant, the Consultant's Personnel or any person acting on behalf of the Consultant or for its benefit), I and/or the Consultant, as applicable, shall immediately notify NTA thereof, take all actions necessary to mitigate the consequences of such breach, and indemnify and compensate NTA for any and all direct and indirect damages, losses, costs and expenses incurred as a result thereof, without prejudice to any rights or remedies available to NTA against me, the Consultant, the Consultant's Personnel or any person acting on behalf of the Consultant or for its benefit.
13. The obligations set forth herein shall be interpreted broadly and shall be in addition to, and not in derogation of, any confidentiality obligations imposed upon us by law.
14. The obligations contained in this Undertaking are irrevocable and may not be cancelled or terminated except with NTA's prior written consent, and only after all copies of the Confidential Information have been destroyed.
15. Disclosure of Confidential Information shall not constitute a breach of my confidentiality obligations in any of the following circumstances:
 - 15.1 The Information was lawfully known to the Consultant prior to its receipt from NTA under the Agreement or under any other agreement between the Consultant and NTA (the "**Other Agreement**"), without breach of any confidentiality obligation;
 - 15.2 The Information was received by the Consultant from a third party other than through a breach of the Agreement or any Other Agreement by the Consultant, and the

Tender No. 395/2026 | SISA | Volume 2 – Part V | Services Agreement

Consultant is not subject to any confidentiality obligation towards such third party with respect thereto; or

15.3 The Information is or becomes publicly available other than as a result of a breach of the Agreement or any Other Agreement.

16. The above undertakings are given voluntarily, of my own free will, and shall be irrevocable.

Name:

-

Date:

Signature: