



July 8, 2024
#2485745

To:
All Bidders

Tender No. 303/2024 for Design Consulting Services (the “Tender”)

Addendum No. 1

1. Pursuant to the Invitation to Bid issued on June 4, 2024 (the “**ITB**”) and in accordance with the provisions thereof, the attention of all Bidders is drawn to the clarifications attached as **Annex A** hereto.
2. Bidders are advised that the Tender Committee intends on issuing an additional Addendum shortly, addressing further matters arising from the Requests for Clarifications.
3. The issuance of this Addendum does not derogate from any of NTA’s or the Tender Committee’s rights and prerogatives under the Tender Documents or Law.
4. **Acknowledgement of Receipt.** Each Bidder is kindly requested to acknowledge receipt of this Addendum no later than two (2) Business Days following receipt thereof, via email reply.
5. All capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Tender Documents.

Respectfully Yours,

NTA – Metropolitan Mass Transit System

Annex

Tender Documents; Clarifications			
Item No.	Q/A	Questions and Answers	Reference
1.		The Tender Committee draws the attention of all Bidders to the following addition introduced hereby as sub-section 5.2.3 of the Invitation to Bid: <u>“5.2.3. The Advisors listed in Annex B (List of Advisors to the Tender Committee) shall not participate in this Tender and shall not be nominated and/or provide any services to the Bidders with regards to this Tender”.</u>	Volume 1 (Invitation to Bid); Section 5.2.3
2.	Q:	Please amend the term “Interested Party“ as defined in accordance with the Companies Law 5759-1999, rather than the Securities Law 5728-1968.	Volume 1; (Invitation to Bid); Section 1 (Definitions)
	A:	Confirmed. Please see the following amendment to the Definition: “Interested Party” shall have the meaning in accordance with the Securities Law 5728-1968<u>Companies Law 5759-1999</u> (“בעל ענין”).	
3.	Q:	Please clarify whether the Bidder may engage with NTA’s Advisors for purposes not connected to this Tender, or any other of NTA’s projects, regardless the location of the project.	Volume 1 Invitation to Bid; Section 5.2.2
	A:	The Bidders shall provide the Tender Committee with as soon as possible prior notice of any such engagement. It is hereby clarified that NTA may approve the engagements or connections presented by the Bidder, order the Bidder to cease them or stipulate terms and conditions, all as it deems fit.	
4.		Please add the following Advisors to the List of Advisors to the Tender Committee under Annex B: <u>Yigal Sagi & Co, Law Offices.</u>	Volume 1; Part 1 (Invitation to Bid); Annex B - List of



Tender Documents; Clarifications			
Item No.	Q/A	Questions and Answers	Reference
			Advisors to the Tender Committee Volume 2 (Services Agreement), Appendix 8 – List of Advisors to the Tender Committee

Tender Documents; Clarifications			
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5.		The Tender Committee draws the attention of all Bidders to the following amendment introduced hereby to the Amendment of the Lead Designer Definition: Shall mean an entity which was directly responsible and accountable towards any respective client for the Design of a referenced Metro Line, bearing all the risks related thereof, including: (i) civil, architectural, systems design; and (ii) the management, administration, supervision, integration and coordination of all sub-designers and design teams. For the purpose of this definition – A. “Directly responsible and accountable” whether performed the Design of a referenced Metro Line only by itself, and whether the Design of a referenced Metro Line was performed, in whole or in part, by any sub-designer <u>on its behalf</u>. B. “Respective client” may be any public or other authority <u>including Municipality authority</u>, a contractor, a concessionaire, and any entity other than the Bidder itself. In the event of a client which is an entity related to the Bidder or interested party <u>Interested Party</u> thereof, the Owner reserves the right to require additional documents and references in order to establish the direct responsibility and accountability of the Bidder as the Lead Designer of the relevant Metro Line.	Volume 1; Part II (Threshold Requirements); Section 1 (Definitions)
6.	Q	The evaluation criteria for the experience as <u>Lead Designer and Design Checker</u> detailed under #2 and #3 of the table, set a minimum of 20 cumulative km, and 20 underground stations (respectively). NTA is requested to clarify whether these points be given "in steps"(for example: a 12km metro line, will be given 1 point, 18km - 2 points, and so on. Or will it be binary either 3 points or 0)	Volume 1; Part III - Evaluation Criteria, Section 2.1, point 2 and 3
	A	For the purpose of the Evaluation Criteria detailed in the table under Section 2.1 (Volume 1, Part III), no partial score shall be awarded.	

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		(for example: one of the Metro Lines demonstrated by the Bidder in compliance with the Threshold Requirements includes 23 underground stations (within the same Metro Line) may be awarded 3 points in total. Please note that with respect to Section 2.2 of the Evaluation Criteria (Professional Assignments – Evaluation Criteria), the Assignments may be awarded with partial scoring (as per the relevant allocation of points).					
7.		The Tender Committee draws the attention of all Bidders to the following amendment introduced hereby to criteria #2 and #3of the Evaluation Criteria, under the Criteria column as follows: <table><tr><td>No.</td><td>Criteria</td></tr><tr><td></td><td></td></tr></table>	No.	Criteria			Volume 1; Part III - Evaluation Criteria, Section 2.1, #2 and #3
No.	Criteria						

Tender Documents; Clarifications					
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			2.	The Metro <u>L</u> line included as at least 20 km cumulative underground Tracks. (within the same Metro <u>L</u> line).	
			3.	The Metro <u>L</u> line included as at least 20 underground stations. (within the same Metro <u>L</u> line).	
8.	Q	Please confirm that the Code of Conduct that is referred to in the Section is "The Ethical Code of NTA"?			Volume 2; Services Agreement; Section 3.4.7
	A	Confirmed.			
9.	Q	Please clarify whether the Bidder is entitled to mark Privileged Information that is commercially sensitive and/or confidential within the Assignment "Tunneling Design", as allowed within the			

Tender Documents; Clarifications			
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		“Integration Plan”. This statement is not mentioned in the “Tunneling Desing” under Section 2.2 of the Evaluation Criteria. Specifically, will the Bidder be entitled to mark (with a black marking) privileged information in the submission of the Intermediate Design of a Tunneling Design ?	Volume 1, Part III Evaluation Criteria, point 2.2
	A	Confirmed. The Bidders are referred to the provisions of Section 4.7 of the Invitation regarding the discretion of the Tender Committee with respect to Privileged Information requests submitted by each of the Bidders.	
10.	Q	please clarify whether changes to the identity of the Project Manager shall be subject to a 2-month changeover period (as specified in Section 3.11.8) or a 5-month changeover period (as specified in Section 3.11.9).	Volume 2, Services Agreement, Clauses 3.11.8 and 3.11.9
	A	Please delete Section 3.11.9 of the Services Agreement. 3.11.9. Any change to the identity of the Project Manger shall be subject to the Owner’s approval and subject to a 5-month changeover period. Deleted	
11.	Q	The Term of the Agreement is for a period of 5 years, with a potential extension of 2 years. Unfortunately, at this stage, the Bidder does not have an estimation of the workload plan over the contract duration. However, we would appreciate any available information or guidance on the expected working hours or workload for better assessment of the Agreement requirements.	Volume 2 - Services Agreement; Section 12 (TERM, DELAYS, AND SUSPENSION)
	A	During the Term of the Agreement NTA may deliver the Consultant Task Orders containing any report. Professional Opinion and deliverable described in Appendix 1 (Scope of Services) of the Agreement.	

Tender Documents; Clarifications			
Item No.	Q/A	Questions and Answers	Reference
		Please note that in accordance with the provisions of Section 3.2.5 of the Agreement the Owner shall not be obligated to assign a minimal scope /amount of Tasks to the Consultant during the Term of the Agreement, and accordingly, the Consultant shall be prevented and precluded from arising any claim regarding the scope of the Services and/or the amount of Tasks issued by the Owner.	
12.	Q	Please clarify whether the engineers work will be conducted from abroad (with the option of some meetings in Israel), or are they required to be on-site at NTA's offices to provide continuous advisory support?	Volume 2; Project Agreement; Section 3.2.4 Volume 2; Project Agreement; Appendix A - Scope of Services
	A	The Consultant's Services shall be conducted abroad. NTA may, in special circumstances, request the Consultant to arrive to Israel. In this matter, please see the provisions of Section 3.2.4 of the Agreement.	
13.	Q	Please clarify the preferred profile of engineers for this Tender, international engineers, or also local engineers?	Volume 1; Part IV – Tender Forms; Tender Form D – Price Proposal; Section 4 (Hourly Rate)
	A	The Consultant shall provide the Services according to the Agreement, through its Personnel. In exceptional cases where the Owner specifically instructs the Consultant to provide the Services through local engineers or local sub-consultants, for any part of the Services, the hourly rate applicable will be the Owner's updated consultant's rate at the time the relevant Task Order is issued.	
14.	Q	a. Please specify the documents required to be presented by a "Certified Engineer" b. Are their specific certifications or qualifications that are required or preferred?	Volume 1: Part I Invitation to Bid (ITB) 9. TENDER AWARD 9.2.2.2.
	A	A Certified Engineer shall present a CV and an Engineering Diploma, please find the relevant requirement within Appendix A (Scope of Services) of the Agreement.	

Tender Documents; Clarifications			
Item No.	Q/A	Questions and Answers	Reference
15.	Q	Please clarify what type of references is required in the Bidder's Bid – whether the company's past projects, or are individual experience of engineers?	Tender Form B3 PREVIOUS EXPERIENCE AS LEAD DESIGNER AND DESIGN CHECKER "
	A	The Tender requirements refer to the Bidder's experience, unless explicitly stated otherwise.	
16.	Q	Please Clarify whether bidding and/or engineering groups (consortium) are permitted to participate in this Tender.	volume 1- part 1- ITB - 1.2.1 General Requirements- the Bidder
	A	The Bidder is required to be a Single Entity, as required in the Tender Documents.	
17.	Q	The Tender Committee is requested to assist the Bidder with the specific topics for which it shall obtain legal advice.	volume 1- part 1- ITB - 2.2 Conformity with all Applicable Laws
	A	The Tender Committee will not provide guidance to Bidders on matters pertaining to the Tender. Bidders should note that the fundamental expectation of the tender process is that they seek legal advice on all relevant aspects. Specifically, Bidders are directed to Section 2.2 of the Invitation to Bid, which underscores that it is assumed the Bidders obtain legal advice.	
18.	Q	Although English is mentioned as project language: What knowledge of Hebrew is required for the project, or can the work be conducted fully in English?	

Tender Documents; Clarifications			
Item No.	Q/A	Questions and Answers	Reference
	A	The Services, and all information thereof, shall be conducted in English.	volume 2- part V- Services Agreement 1.5.2 and 3.11.12 Language
19.	Q	The tender committee is kindly requested to expand the threshold requirements listed in Volume 1, Part II, Section 2.2.1.1 to include aboveground stations and track.	Volume 1, Part II, Section 2.2.1.1.
	A	The Tender Committee rejects the Request.	
20.	Q	Please approve that the Bidder may demonstrate compliance with the requirements of Section 2.2.1 of Volume 1, Part II, by relying on experience of different Entity that will be presented in the Bid as a sub-contractor or consultant of the Bidder.	Volume 1, Part II, Section 2.2.1.
	A	The Tender Committee rejects the request. The Bidder itself must comply with all the Threshold Requirements as stipulated under Part II of Volume 1 of the Tender.	
21.	Q	The Tender Committee is kindly requested to clarify if the Consultant may decline to accept a task order.	Volume 2, Part V, Section 3.3.3
	A	The Consultant shall not be entitled to decline Task Order delivered to him by the Owner. It is hereby clarified that a decline of a Task Order by the Consultant may be considered as a breach of the Agreement.	
22.	Q	The tender committee is kindly requested to allow additional time for the submission of requests for clarifications until July 15, 2024.	Volume 1, Part I, Section 1.4.
	A	The Tender Committee rejects the request.	

Tender Documents; Clarifications			
Item No.	Q/A	Questions and Answers	Reference
23.	Q	The tender committee is kindly requested to waive any obligation of Liquidated Damages.	Volume 2, Part V, Section 5.2.
	A	The Tender Committee rejects the request.	
24.	Q	Please confirm whether the projects under Section 2.1 of the Evaluation criteria shall be the same projects demonstrated by the Bidder for compliance with the Threshold Requirements?	Volume 1, Part II, Section 2.2.1. / Volume 1, Part III, Table 2.1
	A	Confirmed.	
25.	Q	The Tender Committee is kindly requested to include the word reasonable as following: “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 reasonable skill, care and diligence.”	Volume 2, Part V, Section 5.1.1.
	A	The Tender Committee rejects the request.	