



Tender 303/2024



Tender 303/2024

Design Consulting Services

Volume 1:

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



Tel Aviv Metropolitan Mass Transit system
26 Harokmim St. Holon 5885839 Israel | Tel. +972-3-7243000

Tender 303/2024

Volume 1 – Part I

Invitation to Bid (ITB)

For Design Consulting Services

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**

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 Design 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 design consultancy firm or partnership which is a single Entity, submitting a Bid for this Tender. |
| Bid | - The Bid submitted by a Bidder in accordance with the provisions of this ITB. |
| Clarification Submission Deadline | - Means as set out in Section 1.4. |
| Certified Financial Statement | - Shall mean, for each Bidder:
<ul style="list-style-type: none">(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.

- | | | |
|---|---|---|
| Consultant | - | Means the Successful Bidder after signing the Agreement with NTA (if the Agreement will be 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. |
| Design 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 8.6 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 his Bid.
Network Manager	- Shall mean Metav – Egis Rail SA; Gadish Engineering Company Ltd., or any other Entity nominated and appointed by NTA to act as the Network Manager.
NTA	- N.T.A. – Metropolitan Mass Transit System Ltd and or the Owner.
NTA's Website	- http://www.nta.co.il/en
Privileged Information	- Parts of the Bid (including clarifications with respect thereto) marked and specified by the Bidder as being of a commercially sensitive or confidential nature, according with Section 4.7 of this Invitation.
PPS	- Price Proposal Score, according to section 6.6.3 of this Invitation.
Quality Proposal	The information submitted by the Bidder within

Tender Form “B3” and Tender Forms “C1”-“C2” in order to demonstrate the Bidder’s Previous Professional Experience for achieving scoring according 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 4.7 of this Invitation.

Related Entity - Shall have the meaning ascribed to such term (“גורם קשור”, including derivatives thereof), pursuant to: (i) the Law for the Struggle with Iran’s Nuclear Program from 2012; and/or (ii) the Law for the Prevention of Distribution and Financing of Weapons of Mass Destruction from 2018.

Tender Committee - Shall mean the committee appointed by NTA in order to manage the Tender Process.

Tender Process An international competitive procedure for the selection of a consultant that will 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.

OVERVIEW

NTA – Metropolitan Mass Transit System Ltd. (“NTA” or the “Owner”), is a government-owned company responsible for the development and construction of mass transit systems in the Tel Aviv metropolitan area, consisting *inter alia* three (3) LRT lines and (3) Metro Lines as specified in Appendix A (*Scope of Services*) of Volume 2.

1.1. **General Description of the Services**

NTA is looking forward to receive a Bid for **professional, strategic, general and comprehensive Design Consultancy Services**, in various disciplines, as detailed in Appendix A (*Scope of Services*) of Volume 2, with regard to projects promoted by NTA.

1.2. **General Requirements – The Bidder**

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

- 1.2.1. It is a single Entity duly organized and validly existing under the laws of the jurisdiction in which it is organized.
- 1.2.2. 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).
- 1.2.3. Its incorporation documents do not contain any provision which may restrict or limit its ability to undertake and provide NTA the Design Consulting Services.
- 1.2.4. There are no actions or proceedings pending nor, to the best of its knowledge, there are no 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.
- 1.2.5. Its most recent Complied and Certified Financial Statements do not include a “going concern notice” or a notice of a similar effect.

- 1.2.6. It and any Interested Party, including the office holders thereof involved in this Tender, or in the design 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.
- 1.2.7. 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 design consulting services on its behalf are not Declared Entities or Related Entities of the Declared Entities.
- 1.2.8. Subject to the provisions of Section 1.3 (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.

1.3. **An Entity Charged with, or Convicted of, an Offence**

- 1.3.1. In the event that a Bidder or any Interested Party thereof does not comply with the requirement of Section 1.2.8 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 "A1"**.
- 1.3.2. 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.
- 1.3.3. 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).
- 1.3.4. The Tender Committee may exercise its rights hereunder either prior to or following the Bid Submission Date.

- 1.3.5. This Section 1.3 (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.

1.4. **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 (“ Clarification Submission Deadline ”)	1.7.2024, by no later than 14:00 (Israel standard time)
Bid Submission Date	25.7.2024, by no later than 14:00 (Israel standard time)

1.5. **Access to the Tender Documents**

- 1.5.1. The Tender Documents are available in NTA's Website.
- 1.5.2. 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.
- 1.5.3. NTA will not be responsible for the completeness of the Tender Documents and their Addenda if they were not obtained via NTA's Website .
- 1.5.4. 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 8.5 (*Rejection or Disqualification of the Bids*).

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

2. **TENDERING RULES**

2.1. **Governing Law**

- 2.1.1. 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.
- 2.1.2. 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.

2.2. **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.

2.3. **Clarification of the Tender Documents**

- 2.3.1. Without derogating from the provisions of Section 4.3 (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.
- 2.3.2. 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: Tender2@nta.co.il.

- 2.3.3. 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
....		
....		

- 2.3.4. The Tender Committee reserves the right to ignore Requests for Clarifications which are not submitted in accordance with the foregoing requirements.
- 2.3.5. 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 an Addenda for the purposes of clarification or interpretation in response to such question or request.
- 2.3.6. 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.
- 2.3.7. Any Request for Clarification submitted after the final date for the submission of Requests for Clarifications stipulated in Section 1.4 (Anticipated Schedule for the Tender Process) will be accepted or rejected, answered or not, at the sole discretion of the Tender Committee.
- 2.3.8. 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. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

- 3.1. 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.
- 3.2. 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
- 3.3. 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 4.7 (*Identification of Sensitive and Classified Information ("Redacted Copy") and Disclosure of Documents*) below:
 - 3.3.1. It is not precluded from providing the data and information contained in its Bid or any part thereof.
 - 3.3.2. It has the right to make all disclosures that are made in its Bid.
- 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 data 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 1.4 (Anticipated Schedule for the Tender Process) above even if such date or period has already passed or elapsed (excluding the Bid Submission Date if already has passed); and/or
 - (ii) amend any change and/or clarification introduced in any Addenda.
- 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 the 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 1.4 (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 make themselves familiar 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 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. **METHOD OF SUBMISSION**

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

4.1. **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 Section 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.

4.2. **No Unauthorized Modification**

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

4.3. **Priority of Documents**

4.3.1. 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.

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

4.4. **Language of the Bid**

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

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

4.4.3. The Tender Committee reserves the right, at its sole discretion, to conduct parts of the Tender Process in Hebrew, including in its meetings, discussions, protocols, correspondences, negotiations and

responses to Requests for Clarification, etc. (of which no translation will be provided).

4.5. **Signing of the Bids**

- 4.5.1. 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.
- 4.5.2. All pages of the Bid will be enumerated, and the Bid will include a detailed table of contents.
- 4.5.3. Each Tender Form and information submitted therewith shall be duly signed by the relevant entity as provided in such Tender Form.
- 4.5.4. The Agreement shall be duly signed by the Bidder, in the designated areas, and attached to the Bid as required.
- 4.5.5. 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.

4.6. **Number of Copies**

- 4.6.1. The Bid documents must be submitted, and clearly marked so 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].
- 4.6.2. The Redacted Copy of the Bid (as described in Section 4.7 (*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".

- 4.6.3. 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 forgoing, the Price Proposal shall be submitted in one (1) separated USB.
- 4.6.4. 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.

4.7. **Identification of Sensitive and Classified Information (“Redacted Copy”) and Disclosure of Documents**

- 4.7.1. 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 proprietary information which should be protected from disclosure. General confidentiality statements will be disregarded.
- 4.7.2. If a Bidder submits a Redacted Copy as specified in Section 4.7.1 above, then in addition to the copies of the executed Bid and the USB storage devices specified in Section 4.6 (Number of Copies), such Bidder shall submit an additional USB storage device containing a copy of its redacted Bid (the “Redacted Copy”).
- 4.7.3. 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).

- 4.7.4. 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.
- 4.7.5. The Price Proposal shall not be deemed to constitute Privileged Information, notwithstanding its classification as such by the Bidder.
- 4.7.6. 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.
- 4.7.7. 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.
- 4.7.8. If a Bidder identified parts of its Bid as being of a commercially sensitive or confidential nature (“**Privileged Information**”), such Bidder:
 - 4.7.8.1. 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
 - 4.7.8.2. 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 by the Tender Committee, regardless of whether the Tender Committee has considered its requests for confidentiality, approved, or rejected such requests.

- 4.7.9. 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).
- 4.7.10. 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.
- 4.7.11. 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.

4.8. **Sealing and Marking the Bid**

- 4.8.1. Envelope No. 1: Bidders shall seal the original and each of the copies of the Threshold Requirements in an envelope clearly marked with the name and number: "***Envelope No. 1 – General Information, Threshold Requirements and Evaluation Criteria***", and no other markings shall be made [this Envelope shall include the following **Tender Forms A1-A5, B1-B3 and C1-C2**].
- 4.8.2. Envelope No. 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.

[this Envelope shall include **Tender Form "D"**].

4.9. **Submission Date**

- 4.9.1. Without derogating from the Provisions of Section 3.4 (Addenda),

Bids shall be submitted on the Bid Submission Date set forth in Section 1.4 (Anticipated Schedule for the Tender Process) above.

4.9.2. 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.

4.9.3. 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*).

4.10. **Validity of the Bids**

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

4.10.2. 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.

5. **GENERAL PROVISIONS RELATING TO THE PARTICIPATION OF BIDDERS**

5.1. **One Submission for Each Bidder**

Each Bidder may submit its Bid once.

For the purpose of this Section 5.1 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.

5.2. **Advisors to the Tender Committee**

5.2.1. By submitting **Tender Form “A4”** (*Declaration and Obligation of No Conflict of Interest*) each Bidder acknowledges that in the preparation of its Bid and in the rendering of the Services it is strictly prohibited from having any conflict of interests between, on the one hand, any of its other activities, 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.

- 5.2.2. 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.
- 5.2.3. The prohibition in Section 5.2.2 above shall apply where the Advisor is an Entity, and to any person engaged thereby.
- 5.2.4. 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.
- 5.2.5. If any information detailed within **Tender Form "A4"** (*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 “A4”**, order the Bidder to cease them or stipulate on terms and conditions, all as it deems fit.

- 5.2.6. The attention of all Bidders is drawn to the provisions of the Agreement with respect to the avoidance of conflict of interest.

6. **EVALUATION AND SELECTION OF THE SUCCESSFUL BIDDER**

Bids submitted in response to this Tender will be evaluated in accordance with the following stages:

6.1. Evaluation Process

- 6.1.1. 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 five (5) stages (each a “**Stage**”) as specified below.
- 6.1.2. Without derogating from the rights and prerogatives of the Tender Committee under the Tender Documents and Law, with respect of 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.
- 6.1.3. 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.

6.2. 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 submitted as part of the Bid, in accordance with the provisions specified in Section 6.3 below.

Stage 2: Examination of the Bidder's compliance with the Professional Threshold Requirements, in accordance with the provisions specified in Sections 6.4 below.

Stage 3: Evaluation of the Bidder's submission in regard to the Quality Criteria in accordance with the provisions specified in Section 6.5 below.

Stage 4: Evaluation of the Bidder's Price Proposal, in accordance with the provisions specified in Sections 6.6 below.

Stage 5: Determination of the Final Score, in accordance with the provisions specified in Sections 6.7 below.

6.3. Stage 1 – General Information (Part 1 of Envelope 1)

During the first stage of the examination and evaluation process, Bidders' Part 1 of Envelope No. 1 will be opened.

6.3.1. The Tender Committee will review the documents submitted as part of Part 1 of Envelope 1 of the Bid, in order to determine whether such documents have been submitted in compliance with the requirements of the Tender Documents.

6.3.2. The content of Part 1 of the Bid shall not be scored, and the Bid will either "pass" or "fail" Stage 1 of the Evaluation Process.

6.4. Stage 2 - Professional Threshold Requirements (Part 2 of Envelope 1)

During the second stage of the examination and evaluation process, Bidders' Part 2 of Envelope No. 1 will be opened.

NTA will review and evaluate the Professional 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 Professional Threshold Requirements as set forth in Volume 1 Part II (*Professional Threshold Requirements*).

NTA will proceed in the evaluation of the Quality Proposal of only those Bids which NTA deems to have fully complied with the Professional Threshold

Requirements, provided they are not disqualified pursuant to the relevant provisions as specified in the ITB.

6.5. Stage 3 - the Quality Proposal

During the third stage of the examination and evaluation process each Bidders' Quality Proposal (**Tender Form "B3"** and Part 3 of Envelope 1) will be assessed and scored in accordance with the Criteria as set forth in Volume 1 Part III (*Evaluation Criteria*).

6.5.1. NTA will proceed in the evaluation of the Professional Assignment only with respect to eight (8) Bidders (up to 8 Bidders, or less, as applicable) that were awarded the highest score with respect to the Evaluation Criteria for the Experience as Lead Designer and Design Checker, as detailed in Section 2.1 of Volume 1 Part III (*Evaluation Criteria*). NTA will not proceed in the evaluation of the Professional Assignment with respect to the remaining Bidders except of the eight (8) highest scored Bidders mentioned above.

6.5.2. NTA will invite for an Interview only four (4) Bidders (up to 4 Bidders, as applicable), that were awarded the highest cumulative score for the Evaluation stages preceding the Interview ((i) Experience as Lead Designer and Design Checker; and (ii) Professional Assignment). The Bidders shall be evaluated in accordance with Section 2 of Volume 1 Part III (*Evaluation Criteria*). NTA will not invite the remaining Bidders for the Interview, except of the four (4) highest scored Bidders mentioned above.

6.5.3. 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.

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

6.6. Stage 4 – the Price Proposal

During the fourth 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).

6.6.1. The Tender Committee will evaluate and score the Price Proposal, 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*).

6.6.2. 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 “D” in relation to the Basic Hourly Rate as presented in USD. **The comparison shall be regardless of the Currency of Payment as chosen by the Bidder in section 5 of the Tender Form “D”.**

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

$$\text{PPS} = \left(\frac{15\% - \text{Price Proposal}}{45\%} \right) \times 100$$

PPS – Price Proposal score

6.6.4. Price Proposal = Discount (negative value limited to -30%) or addition (positive value up to +15%) proposed by the Bidder to the Basic Hourly Rate pursuant to Section 4 of **Tender Form “D”** (Price Proposal).

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

6.7. Stage 5 - Determination of the Final Score

During the fifth 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.

7. **GENERAL PROVISIONS RELATING TO THE EVALUATIONS STAGES**

Notwithstanding the foregoing and subject always to Law:

- 7.1. The Tender Committee is not bound to conduct the above Stages of the Evaluation Process consecutively and, at its sole discretion, may the stages of the Evaluation Process, conduct them simultaneously, combine Stages or separate components of a Stage into sub-stages.
- 7.2. 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 Financial Proposal) and/or requiring submission of additional information as a result of the Tender Committee's decisions.
- 7.3. 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.

8. GENERAL PROVISIONS RELATING TO EXAMINATION AND EVALUATION OF THE BIDS

8.1. 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.

8.2. Opening the Bids

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

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

8.3. 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.

8.4. Requests for Clarifications

8.4.1. NTA may request of one or more Bidders to clarify, correct, modify, supplement or amend any item contained in the respective Bids and/or to delete, disregard, withdraw, or correct any part of the Bid and/or to submit any additional information necessary, in the opinion of NTA, for the evaluation of the respective Bid.

8.4.2. 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.

8.4.3. 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.

8.5. 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:

- 8.5.1. 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;
- 8.5.2. 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 give rise to the concern that the Bidder will not be able to render the Services or any part thereof; and/or
- 8.5.3. Reject any Bid or condition the participation of the applicable Bidder in the Tender Process, if the Tender Committee is of the opinion that the Bidder's assumptions (as included in the Bid) are not realistic and/or are not consistent with the reasonable "base case scenario" for the rendering of the Services and/or the 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.
- 8.5.4. 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:

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

8.5.4.2. 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.

8.5.4.3. 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.

8.5.4.4. 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.

8.5.4.5. 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;

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

8.5.4.7. 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.

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

8.5.5. 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 8.5.4 above within a reasonable period of time under the circumstances.

8.5.6. 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).

8.6. **Tender Committee's Prerogatives**

8.6.1. Without derogating from Section 8.5 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:

8.6.1.1. 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.

8.6.1.2. 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.

8.6.1.3. 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.

8.6.2. The Tender Committee shall be entitled, at its sole discretion, to determine whether or not to act in accordance with any of the alternatives specified above, in whole or in part, or in stages and to treat differently different Deviations within the same Bid or within different Bids.

8.6.3. 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.

8.6.4. 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.

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

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

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

8.6.5.3. 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.

8.6.5.4. 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.

8.6.5.5. 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 consist with the purpose of the requirement within the Tender Documents. With regards to the Threshold Requirements, NTA distinguishes between the Threshold Requirements and the method of demonstrating compliance with the Threshold Requirements. NTA shall be entitled to examine the Bidder's compliance with the Threshold Requirements, substantially, as of the Bid Submission Date. For that purpose, NTA will be entitled to rely on references and/or information and/or documents that were not presented and/or attached to the Bidder's Bid, provided that all Requirements were met by the Bid Submission Date.

8.6.6. 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.

- 8.6.7. The provisions of this Section 8.6 (Tender Committee's Prerogatives) shall not derogate from any other right granted to the Tender Committee pursuant to the Tender Documents or pursuant to any applicable Law. Accordingly, The Tender Committee reserves the right and discretion to update, change, amend, add, derogate, stipulate, impose conditions, cancel, or clarify any condition, provision, requirement or date included in the Tender Documents, if the Tender Committee is of the opinion that it is necessary for the Tender Process. By submitting a Bid, the Bidder warrants and declares, completely and irrevocably, its unlimited acceptance of all of the Tender Committee's prerogatives, rights, authorities and discretion as provided under the Invitation and the Law. Similarly, the Bidder confirms the Tender Committee is not obligated to make any use of its prerogatives and if it deems to make use of a certain prerogative – such does not require it to make repetitive use. Similarly, the Tender Committee's misuse or partial use of a prerogative in a certain event does not prevent it from making whole or part use of such prerogative in 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.

8.7. **Negotiations and Best and Final**

- 8.7.1. 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.

- 8.7.2. 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.

8.8. **Successful Bidder**

- 8.8.1. 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 Section 6.7 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.
- 8.8.2. 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.
- 8.8.3. 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.

8.9. **Second Ranked Bidder**

- 8.9.1. 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**").
- 8.9.2. It is hereby clarified that the Bid presented by the Second Ranked Bidder shall remain valid for an additional period of eight (8) 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, provided that the Bidder has consent to the extension thereof.

8.9.3. 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 eight (8) months following the issuance of the Letter of Award.

8.9.4. The Second Ranked Bidder shall then be required to provide NTA, with the documents specified in Section 9.2 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 Notification.

8.9.5. 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.

8.10. **The Agreement**

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

8.10.2. 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.

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

9. **TENDER AWARD**

9.1. Notification of Successful Bidder

- 9.1.1. 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**").
- 9.1.2. 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 9.2 (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.

9.2. Post Award Requirements – Preconditions for the Execution of the Agreement

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

- 9.2.1. The Successful Bidder furnished to NTA the Certificate of Insurance signed by the insurers in accordance with the Agreement. NTA, at its sole discretion, may approve specific modifications to the Insurance Certificates, as is it deems fit regarding the circumstances.
- 9.2.2. The Successful Bidder received NTA's approval for a Project Manager who complies with the following requirements:

9.2.2.1. is an employee of the Bidder, or; a partner at the Bidder, or; an owner of the Bidder; and

9.2.2.2. is a Certified engineer who has a minimum of ten (10) cumulative years of experience as of the date of the relevant certification, in at least one of the following roles within a Metro Line project (as defined in Volume 1 Part II (Threshold Requirements): (i) Project Management; (ii) Design Management; (iii) Tunneling Management; (iv) Lead Designer.

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 9.2.1.2.2. In the event NTA does not approve the Project Manager presented by the Successful Bidder, NTA may, at its sole discretion, grant the Successful Bidder additional time to present an alternative candidate.

Annex A

Price Proposal – Submission Instructions

Bidders are requested to complete **Tender Form “D”** (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 “D”** (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 of the foregoing, Bidders are referred also to Sections 1.3, 2 and 4.1 of Appendix 2 [Remuneration of Payments] to the Agreement.
3. All prices presented in **Tender Form “D”** (Price Proposal) are in USD, exclusive of VAT, in real value true to Bid Submission Date.
4. All figures within **Tender Form “D”** (Price Proposal) (i.e. the rate of addition or discount) shall be quoted numerically in integers (i.e., without any digits after the decimal point).

If, notwithstanding the foregoing, the Bidder quoted a figure using decimal points, the Tender Committee may, at its sole discretion: (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 “D”** (Price Proposal) (i.e. the rate of addition or discount) shall be quoted both numerically and in words. In the event of contradiction between the figures quoted in words and the figures quoted numerically, the Tender Committee may, at its sole discretion: (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 higher of the figures (i.e., the lower discount rate or the higher rate of

addition, as applicable) and for the purpose of the Agreement (if and to the extent the Bidder is declared as the Successful Bidder), take into consideration the lower of the figures (i.e., the higher discount rate or the lower rate of addition, as applicable).

6. The Bidder shall not leave any item without indicating a proposed rate. If, notwithstanding the foregoing, the Bidder left an item without indicating a proposed rate, the Tender Committee shall deem the rate or value of such item to be “0”.

Annex B

List of Advisors to the Tender Committee

1. Simon-Vekslar, Shpirer, Maoz Law Firm;
2. WSP LLC UK;
3. MM SPA;
4. Artelia SAS;
5. Egis Rail;

Tender 303/2024

Volume 1 – Part II

Threshold Requirements (TR)

For Design Consulting Services

1. Definitions

All capitalized terms used in this document and not defined hereunder, shall have the meaning ascribed to them in the Tender Documents. For the avoidance of doubt, the following Definitions shall apply to the Professional Threshold Requirements and Evaluation Criteria.

Design

Shall mean the preparation of the tender performance specifications design and/or the detailed design, for the execution of the works in accordance with the contract documents and client's requirements.

Design Checker

Shall mean an entity which was directly responsible and accountable for the review of Design deliverables of at least three (3) of the following disciplines: Civil and structures; architecture; tunneling; Track works; rolling stock; signaling train control; tunnel ventilation; power.

Lead Designer

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.
- B. A “respective client” may be any public or other authority, 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 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.

Metro Line

Shall mean a fully segregated rail based electric mass transit system, including the associated facilities required for the supply of transportation services along a Track or Tracks in an urban environment, including any extension thereof, which has an underground section of at least six (6) km of Tracks (cumulative length) and at least four (4) underground stations.

For avoidance of doubt:

- C. A project for the renovation or modernization or upgrade of an existing metro line shall not be considered a “Metro Line”.
- D. The Tel Aviv Metropolitan Metro Lines shall not be accepted as a Metro Line for the sake of demonstrating compliance with the above Professional Threshold Requirements or for demonstrating compliance with the Evaluation Criteria detailed below.

Track(s)

Shall mean the rail track(s) on which any rail transport runs. For purposes of demonstrating the kilometer requirements specified in the Professional Threshold Requirements: (i) a twin track (or greater) shall be deemed to constitute and shall be counted as one (1) single track (i.e., 2 km of “twin tracks” will be counted as 2 km and not 4 **km**); and (ii) any Tracks in the Depot shall be reduced from the km cumulation.

2. Threshold Requirements

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

2.1. General

- 2.1.1. The Bidder is a design 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 “A3” (The Bidder)**.

- 2.1.2. If the Bidder 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. Bidder's compliance with this requirements shall be demonstrated by completing **Tender Form "B2"**, and submitting an ascertainment of regular reports of revenues to the tax assessor and the director of V.A.T. in transactions that is taxable under the Value Added Tax Law-1975.

2.2. **The Bidder's Professional Former Experience**

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

- 2.2.1. The Bidder was the **Lead Designer**, who directly designed at least two (2) Metro Lines, that each of them comply with all of the following requirements:
- 2.2.1.1. The Bidder's Design included the Design of an underground section of at least six (6) km of Tracks (cumulative length) and at least four (4) underground stations of the demonstrated Metro Lines.
 - 2.2.1.2. The Bidder served as the Lead Designer for a period of at least 24 consecutive months, during the period commencing on 1 January 2010, and ending on the Bid Submission Date.
- 2.2.2. The Bidder was a **Design Checker** of at least one (1) Metro Line, that its Design started during the period commencing on 1 January 2010, and ending on the Bid Submission Date.

In order to demonstrate compliance with the Professional Threshold Requirements and Evaluation Criteria Each Bidder shall duly complete and sign **Tender Form "B3"**, and is permitted to present only three (3) Metro Lines, provided that each such Metro Line complies with all applicable requirements specified hereinabove. It should be noted that any additional Metro Line submitted by the Bidder will not be reviewed by the Tender Committee.

2.3. **Financial Threshold Requirement – No ‘Going Concern’ Notice**

- 2.3.1. The Bidder is not under any voluntary or involuntary bankruptcy (liquidation or reorganization), or receivership or commencement of a similar insolvency proceeding, and the Bidder's latest Certified Financial Statement does not include a going concern notice.
- 2.3.2. In order to demonstrate compliance with the requirements set forth in this section, the Bidder shall submit **Tender Form “B1”** signed by certified public accountant.

Tender 303/2024

Volume 1 – Part III

Evaluation Criteria (EC)

For Design Consulting Services

1. INTRODUCTION

The Bidder shall provide a comprehensive and detailed Proposal to demonstrate capabilities and expertise for evaluation by NTA.

This document states the evaluation criteria.

Capitalized terms used in this document and not defined herein, shall have the meaning ascribed to them in Volume I.

Without derogating from any of the prerogatives of the Tender Committee under the Tender Documents, the Metro Lines demonstrated by the Bidders for compliance with the Threshold Requirements will be evaluated and scored as the Quality Proposal of the Bidder. The Maximum Score will be awarded where the Bidder has provided the required Criteria specified herein.

For the avoidance of doubt, the Professional Assignments, as set under Section 2.2 herein, shall be in respect to the Metro Lines presented by the Bidder in order to demonstrate compliance with the Threshold Requirements.

2. QUALITY PROPOSAL

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:

2.1. Experience as Lead Designer and Design Checker - Evaluation Criteria

#	Criteria	Max Points per Criteria - for the Metro Lines demonstrated in Section 2.2.1 (Lead Designer) of the Threshold Requirements	Max Points per Criteria – for the Metro Line demonstrated in Section 2.2.2 (Design Checker) of the Threshold Requirements
1.	The Metro Line reached Commercial Operation.	Three (3) points per Metro Line, total of six (6) points.	Total of two (2) points
2.	The Metro line included as least 20 km cumulative underground Tracks.	Three (3) points per Metro Line, total of six (6) points.	Total of Two (2) points

#	Criteria	Max Points per Criteria - for the Metro Lines demonstrated in Section 2.2.1 (Lead Designer) of the Threshold Requirements	Max Points per Criteria – for the Metro Line demonstrated in Section 2.2.2 (Design Checker) of the Threshold Requirements
	(within the same Metro line).		
3.	The Metro line included as least 20 underground stations. (within the same Metro line).	Three (3) points per Metro Line, total of six (6) points.	Total of Two (2) points.
4.	A. The Bidder was the Lead Designer of the Depot (according to Section 2.2.1). and/or B. The Bidder was the Design Checker of the Depot (according to Section 2.2.2). (within the same Metro line).	Three (3) points per Metro Line, total of six (6) points.	Total of Two (2) points.
5.	The Metro Line design is GOA4 (Grade of Automation 4), i.e. unattended and driverless.	Three (3) points per Metro Line, total of six (6) points.	Total of Two (2) points.

#	Criteria	Max Points per Criteria - for the Metro Lines demonstrated in Section 2.2.1 (Lead Designer) of the Threshold Requirements	Max Points per Criteria – for the Metro Line demonstrated in Section 2.2.2 (Design Checker) of the Threshold Requirements
Total (per column)		Up to 30 points	Up to 10 points
Total		Up to 40 points	

2.2. Professional Assignments - Evaluation Criteria

Description of Assignment	Max Points per Assignment
Professional Assignments <u>Technical requirements for submission:</u> Each submitted Assignment (plan) shall not exceed 20 pages (unless stated otherwise) in total, and must comply with the following requirements: - Page size: A4. - Font type: Arial or Times New Roman - Font Size: minimal font size of 12. - Line spacing: at least 1.5 lines - Page margins: a minimum of 20 mm margin on all sides.	
<u>Integration Plan</u> The Bidder shall submit an Integration plan for NTA’s evaluation. The Integration Plan shall be based on one of the Metro Lines submitted in order to demonstrate compliance with the Threshold Requirements set in Section 2.2.1 (Lead Designer) (Volume 1 – Part II). The Integration Plan shall include a coherent description of at least: system engineering procedures, interface management, requirements management.	Up to 15 points

Description of Assignment	Max Points per Assignment
The Bidder shall be entitled to mark (with a black marking) specific information as privileged information that is commercially sensitive and/or confidential. Evaluation and allocation of points for the Assignment: - A maximum of ten (10) points will be awarded to a holistic integration approach presented in the Integration Plan and the comprehensiveness of the approach presented. - A maximum of five (5) points will be awarded with respect, <i>inter alia</i>, to the level of detail, graphic clarity of the illustrations and the overall graphical quality of the submission.	
<u>Tunneling Design</u> The Bidder shall submit an Intermediate Design level of the tunneling design for NTA’s evaluation., based on one of the Metro Lines submitted to demonstrate compliance with the Threshold Requirements set in Section 2.2.1 (Lead Designer) (Volume 1 – Part II). 1. The drawing shall demonstrate: Integrated Rail & Tunnel alignments and Rail Geometry, kinematic envelop & structure gauge, Passage Space Requirement drawings. The submitted drawing shall not exceed 10 A3 sheets. 2. and A Tunnelling Design Requirements Report demonstrating key design requirements such as: tunnel structure design key, tunnel operational & safety, Pathway, rail systems, maintenance requirements, risks etc. The report shall not exceed a total of 15 A4 pages. Evaluation and allocation of points for the Assignment:	Up to 15 points

Description of Assignment	Max Points per Assignment
- A maximum of ten (10) points will be awarded to a holistic approach demonstrating a sufficient level of design maturity considering (inter alia): safety, geotechnical considerations, design and construction methodology, integration, compliance requirements, environmental considerations, cost, time and value engineering. - A maximum of five (5) points will be awarded with respect, inter alia, to the level of detail, graphic clarity of the illustrations and the overall graphical quality and the and the comprehensiveness of submission.	
Total (for Assignments)	Up to 30 points
Interview	
The Tender Committee will conduct an interview with the Bidder including key personnel leading the civil, (Tunneling, underground structures) and systems disciplines. The interview shall be conducted via video conference. The Tender Committee reserved the right to require any other form of participation from the Bidder. The Bidder shall designate personnel on its behalf for participating in the interview, including the following personnel: a. Engineering VP or Design VP or CEO or senior manager; b. An Engineer that shall present the Integration Plan and c. An Engineer, leading the tunneling and underground structures. d. Commercial manager (optional); e. Another participant (optional, as the Bidder may see fit).	Up to 30 points

Description of Assignment	Max Points per Assignment
It is clarified that such interview shall be conducted pursuant to the Tender Committee's instructions that shall be provided to the Bidder before the interview, regarding: (i) the date(s) of the interview; (ii) the number of personnel and their positions, that shall participate in the interview; (iii) the presentation by the Bidder. The Tender Committee will score the Bidder, inter alia, based on its performance and presentation at the interview and the capabilities and experience of the Bidder and its designated members, and shall allocate points as follows: a. The presentation of the Bidder's professional knowledge and experience relevant to the Scope of Services as well as providing a demonstrated understanding of the objectives of the Services, including the Scope of Services – up to ten (10) points; (b) The presentation of the Bidder's Integration Plan Assignment. The comprehensive, clarity and consistency of the presentation made by the Bidder – up to eight (8) points; (c) The Tender Committee's impression of the Bidder, the participants on its behalf, and prior experience with NTA – up to twelve (12) points.	
Total	60 points

Tender 303/2024

Volume 1 – Part IV

Tender Forms

For Design Consulting Services

Envelope 1 – General Information, Threshold Requirements and Evaluation Criteria

Part 1 - General Information:

- Tender Form A1 - Bid Submission Letter
- Tender Form A2 - Power of Attorney - Authorized Representative
- Tender Form A3 - The Bidder
- Tender Form A4 - Declaration and Obligation of No Conflict of Interest
- Tender Form A5 - Signed Design Consulting Services Agreement

Part 2 - Threshold Requirements:

- Tender Form B1 - CPA Certificate
- Tender From B2 - Certificates and Affidavit According to Public Entities Transactions Law
- Tender From B3 - Previous Experience as Lead Designer and Design Checker

Part 3 - Evaluation Criteria:

- Tender Form C1 - Scoring of the Bidder's Previous Experience
- Tender Form C2 - Professional Assignments

Envelope 2 – Price Proposal

- Tender Form D - The Price Proposal

TENDER FORM A1
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 Design Consulting Services (the "Invitation to Bid" or the "ITB")

In response to Tender number 303/2024 issued on _____, 2024, extending an invitation to submit a Bid, We, the undersigned, _____ (*name of company to be completed*), the "**Bidder**") have thoroughly and carefully read the Tender Documents and pleased to submit our Bid.

1. The Bidder agrees to all of the terms and provisions in the Tender Documents and submits its Bid in accordance with the terms and provisions contained therein. The signed Agreement is attached to our Bid as **Tender Form "A5"**, in accordance with the provisions of Section 4.5.4 of the Invitation.
2. The Bidder has carefully reviewed all of the Tender Documents, conducted all examinations and deliberations, by experienced experts on its behalf with regard to its participation in the Tender process and the submission of its Bid and hereby acknowledges, gives its consent and hereby waives any claim and/or right or any other remedy or relief with regard to the Tender process, tendering rules and the Tender Documents in this regard.
3. The Bidder, any entity which exercises Control over the Bidder, is under the common Control of such entity or is Controlled by the Bidder, participates in this Tender process only within this Bid.
4. The Bid is accurate, complete and up-to-date at the time of the Submission Date, in accordance with the requirements of the Tender Documents, the Bid is fully compliant with all terms and provisions of the Tender Documents. The Bid integrates all works, methods, equipment, goods and services required by the Tender Documents for the performance of the Services.
5. The Bid has not been prepared in collusion with any other Bidder, or with any affiliate thereof, is not made in the interest of, or on behalf of, or in cooperation with any undisclosed

- person, corporation, company, voluntary association, partnership, trust, or unincorporated association and is not collusive or sham in any manner otherwise.
6. The Bidder has not, directly or indirectly, induced or solicited any other third party, including any related entities of the Bidder to put in a false or sham Bid, and has not by itself, directly or indirectly, colluded, arranged or agreed with any other Bidder, to secure any advantage against any other Bidder, or to secure any advantage against NTA or anyone interested in the Services and/or the Program.
7. The Bidder hereby represent and warrants as follows:
- 7.1. The Bidder is a single Entity duly incorporated, organized and validly existing under the laws of the jurisdiction in which it was organized. The Bidder's certificate of incorporation shall be attached to **Tender Form "A3"** (*The Bidder*).
- 7.2. The Bidder has the full corporate power to enter into, perform and deliver, and has taken all necessary action to authorize the entry into, performance and delivery of the Bid and the Services Agreement and the transactions contemplated thereby;
- 7.3. Neither the execution, delivery nor the performance of the Bidder's respective obligations pursuant to its Bid and the Services Agreement (should the Bidder be chosen as the Successful Bidder): (i) contravenes or violates any provisions of any laws by which the Bidder is bound; (ii) conflicts with or violates in any material respect any provisions of the Bidder's Articles of Association; or (iii) conflicts, violates or will result in a breach, in any material respect, of any of the terms, covenants, conditions or provisions of any agreement or instrument to which the Bidder is party, or by which it or any of its properties or assets are bound or to which they are subject, or constitutes a default under such agreement or instrument.
- 7.4. The Bidder is not bound by any contractual or statutory obligation which would preclude it from providing the data and information contained in its Bid or any part thereof. The Bidder has the right to make all disclosures that are made in its Bid and the data and information contained in its Bid do not include confidential information, trade secrets or other proprietary information of the Bidder and/or any third party that NTA is prevented from using.
- 7.5. In accordance with the provisions of Section 4.7.2 of the Invitation, with respect to information considered by the Bidder as Privileged Information, the Bidder hereby attached a Redacted Copy of the Bid.

- 7.6. The Bidder is not a Declared Entity and it is not a Related Entity of a Declared Entity; and the office holders thereof involved in the Tender Process or in the design consulting services on its behalf are not Declared Entities or Related Entities of the Declared Entities.
- 7.7. The Bidder's incorporation documents do not contain any provision which may restrict or limit its ability to undertake and provide NTA the Design Consulting Services.
- 7.8. The Bidder is legally entitled to use and transfer, or license/sublicense (as applicable), all information, know-how, trade secrets, patents and/or other intellectual property contained in its Bid.
- 7.9. The Bidder does not have any actions or proceedings pending nor, to the best knowledge of the Bidder and after due investigation, actions or proceedings which might result in any material or adverse change in the Bidder's business, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets;
- 7.10. To the best of its knowledge, there are no actions or proceedings relating to the Bidder which might result in dissolution, liquidation, freeze of assets, bankruptcy, insolvency, appointment of a trustee, a liquidator or a receiver (including temporarily), or any other analogous situation.
- 7.11. To the best of its knowledge, the Bidder, and any Interested Party thereof (including individuals involved in the Tender Process), have not been convicted of an Offence and no indictment (criminal charges) with respect to an Offence has been filed (submitted) against any of such, except as detailed below *[to be completed in accordance with the provisions of Section 1.3 (An Entity Charged with, or Convicted of, an Offence) of the ITB]*:
- _____
- _____
- _____.
- 7.12. The Bidder possesses the requisite financial strength, experience, expertise, means, manpower, equipment, resources, knowledge and know-how, required to perform all of its obligations in accordance with the Bid and the Tender Documents including the Services Agreement (should the Bidders be selected as the Successful Bidder);
- 7.13. The Bidder and any Interested Party thereof (including individuals involved in the Tender Process) is not a resident or national of a country which does not have

diplomatic relations with the State of Israel and/or of a country which does not have proper and reliable trade relations with the State of Israel;

- 7.14. Without derogating from the above, the Bidder has carefully read, understood, and does not and will not violate any of the provisions of the Invitation to Bid.
8. The Bidder understands that NTA does not represent or warrant that the information contained in the Tender Documents, which NTA has made available to the Bidder, may not be complete or accurate. It is expressly understood that no information derived from an investigation or interpretation of the information contained in the Tender Documents by the Bidder or any of its representatives, will, in any way, relieve the Bidder from any responsibility, risk or obligation to properly fulfill its obligations under the Tender Documents.
9. 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.
10. The Bidder acknowledges and agrees that other than as explicitly provided for in the Tender Documents, any and all costs and expenses incurred by it and anyone on its behalf with respect to and/or in connection with the participation in the Tender process (including, without limitation, preparation and submission of its Bid, and including changes and requests for further clarifications), will be borne by the Bidder regardless of the conduct or outcome of the Tender process. The Bidder and anyone on its behalf will not be reimbursed for such costs and expense.
11. 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.
12. 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.
13. 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.

14. At all times during the term of the Services Agreement and notwithstanding any dispute, the Bidder shall perform the Services and deliver its reports to NTA without any delay or disruption regardless any such dispute and shall comply with all applicable provisions thereof.
15. 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).
16. Incorporated hereto, and made an integral part of the Bid, all Tender Forms, attachments and appendices thereto, and other annexes attached to the Bid.
17. The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the Tender documents, issued until the Submission Date:

Addenda No. _____ Date Received: _____

Addenda No. _____ Date Received: _____

Addenda No. _____ Date Received: _____

[...to be completed]

Faithfully yours,

	<u>Stamp and</u>	<u>Date</u>	<u>Confirmation of</u>	
	<u>Signature</u>		<u>signatory rights</u> ^(*)	<u>Date</u>
The Bidder	_____	_____	_____	_____

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

TENDER FORM A2
POWER OF ATTORNEY - AUTHORIZED REPRESENTATIVE

[To be completed by the Bidder]

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

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

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

NOW IT IS HEREBY AGREED as follows:

1. We, the undersigned, hereby irrevocably and unconditionally appoint _____, as the Authorized Representative and hereby vesting the Authorized Representative with the authority to represent, act on behalf of and legally bind us and with the authority to receive instructions, incur liabilities, make representations, conduct and execute all actions for and on behalf of us, during the Tender process and during the term of the Services Agreement (if applicable).
2. Without derogating from the above, the Authorized Representative is authorized to respond to queries, make any warrants and/or representations, submit information, documents, sign and execute agreements and undertakings consequent to the announcement of the Bidder as the Successful Bidder (if applicable) and generally to represent us in our relationship with NTA.
3. In addition, we hereby ratify and confirm all acts, deeds and things done or caused to be done by the Authorized Representative pursuant to and in exercise of the powers conferred by this authorization and that all acts, deeds and things done by the Authorized Representative in exercise of the powers hereby conferred are and shall always be deemed to have been done by us.
4. The powers and authorizations granted by us under this authorization to the Authorized Representative shall not be transferred or assigned without the prior written approval of NTA.
5. We hereby warrant and undertake that no other document and/or agreement contradict or will contradict the provisions of this authorization.

6. This Power of Attorney shall not be canceled without a seven (7) days prior written notice to NTA.

Authorized Representative details:

Full name:

Business Address:

E-Mail Address:

Phone:

Facsimile:

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

Faithfully yours,

	<u>Stamp and</u>	<u>Date</u>	<u>Confirmation of</u>	
	<u>Signature</u>		<u>signatory rights</u> (*)	<u>Date</u>
The Bidder	_____	_____	_____	_____

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

TENDER FORM A3 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 A3.**

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 “B2”**, 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 “B2”**, hereunder (1) a declaration by an independent auditor; and (2) an affidavit of a representative of its management, testifying to its status as such and to its consequential inability to provide such tax approvals.

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

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

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

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

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

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

7. Additional Relevant Information:

The Bidder may attach additional relevant information and documentation:

Faithfully yours,

	<u>Stamp and</u>	<u>Date</u>	<u>Confirmation of</u>	
	<u>Signature</u>		<u>signatory rights</u> (*)	<u>Date</u>
The Bidder	_____	_____	_____	_____

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

Annex A to Tender Form A3
Bidder's Certificate of Incorporation
(to be inserted hereinafter by the Bidder)

TENDER FORM A4
DECLARATION AND OBLIGATION OF NO CONFLICT OF INTEREST

(To be completed by the Bidder and the Project Manager, each on a separate form)

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

To:

NTA – Mass Transit Systems LTD.

26 Harokmim St.

Holon, 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 **Error! Reference source not found.** below.

2. Throughout the performance of the Services, the Bidder/ Project Manager (as applicable) shall refrain from any action which creates or causes, or appears to create or cause, whether directly or indirectly, any actual, potential or concern for a Conflict of Interest, including the provision of services to any other third party which creates or may create a Conflict of Interest towards NTA. In addition, throughout the Term of the Agreement, I shall immediately notify NTA of any factor or circumstances which may create or cause a Conflict of Interest, immediately upon such coming to my knowledge.
3. Throughout the Term of the Agreement, I shall immediately notify NTA in writing of any personal, business or professional interest concerning the activities of the Bidder/ Project Manager (as applicable) or of any related or contracting party therewith, whether directly or indirectly, including any third party providing Services to NTA on its behalf.
4. The decision regarding the existence or nonexistence of a Conflict of Interest or concern for existence of a Conflict of Interest in case of affiliations with the persons detailed in this Section **Error! Reference source not found.** shall be reviewed exclusively by NTA's committee for prevention of conflicts of interest and I undertake to accept its decision in this respect, including any decision requiring the termination of my contractual relations with NTA or with any other third party.

Check the applicable:

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

- ☐ I hereby declare that there exists an affiliation between the Bidder/ Project Manager (as applicable) and one of the shareholders, ministers, management members or directors of NTA or its general manager.
5. Following are details of all third parties related to the Bidder/ Project Manager (as applicable), with which NTA may have a conflict of interest or personal affiliation:

Name	Nature of relations of the third party with the Bidder/ Project Manager	Nature of relations of the third party with NTA
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

* NTA's functionaries appear in NTA's website under "About".

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

ate

ame 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 A5
SIGNED DESIGN CONSULTING SERVICES AGREEMENT
(to be inserted hereinafter by the Bidder)

TENDER FORM B1
CPA CERTIFICATE

[To be completed by the Bidder's CPA in accordance with Section 2.3 (Financial Threshold Requirement – No 'Going Concern' Notice) of Volume 1 Part II (Threshold Requirements (TR))]

I, _____ the undersigned, certified public accountant 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, and the Bidder's latest Certified Financial Statement does not include a 'going concern' notice or a notice of a similar effect.

Date

Stamp and Signature

TENDER FORM B2
**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
, 2022

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

1. I serve as a manager in _____ (hereinafter: the "**Bidder**") and I am duly authorized to provide this affidavit on its behalf.
2. The terms and phrases in this affidavit are in accordance with their meaning as ascribed in the "Tender for Design Consulting Services" (Tender No. 303/2024) 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) preemptory 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 preemptory judgments of more than two felonies under such law - the last conviction was not within one (1) year prior to the Bid Submission Date;

4. Neither the Bidder, nor its affiliates, (*as applicable*) has/have been convicted prior to the Bid Submission Date, of more than two (2) peremptory judgments for felonies as they are defined under the **Minimum Wage Law, 5747-1987**; and if convicted in a peremptory judgment of more than two (2) felonies under such law - the last conviction was not within one (1) year prior to the Bid Submission Date.
5. I hereby declare that as of the Bid Submission Date the Bidder, either:
 - 5.1. is not subject to the stipulations of **the Equal Rights for People with Disabilities Law, 5758-1998**; or
 - 5.2. is subject to the stipulations of **the Equal Rights for People with Disabilities Law, 5758-1998** and fully complies with such Law.
6. In the event the Bidder employs at least 100 employees, the Bidder undertakes to refer to the general manager of the Ministry of Labor, Welfare and Social Services for the purpose of affirming its compliance with Section 9 to **the Equal Rights for People with Disabilities Law, 5758-1998**, and obtaining any applicable instructions therefrom. If such referral was already made by the Bidder to the general manager of the Ministry of Labor, Welfare and Social Services, the Bidder declares that it is complying with any instructions received accordingly therefrom (if any).
7. The Bidder undertakes to deliver a copy of this affidavit to the general manager of the Ministry of Labor, Welfare and Social Services within 30 days of the Bid Submission Date.
8. This is my name, this is my signature and the content of the Affidavit above is true.

Date

Declarant's Name and Signature

CERTIFICATION

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

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

Attorney-at-law / public notary

TENDER FORM B3

PREVIOUS EXPERIENCE AS LEAD DESIGNER AND DESIGN CHECKER

*[To be completed by the Bidder, in accordance with the **Threshold Requirements** specified in Section 2.2 (The Bidder's Professional Former Experience) of Volume 1 Part II (Threshold Requirements (TR)) and the **Evaluation Criteria** specified in Section 2.1 (Experience as Lead Designer and Design Checker - Evaluation Criteria) 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 as of 1 January 2010, and until the Bid Submission Date, the Bidder has gained the professional experience specified below:

Project Details	Metro Lines		
	1 [Lead Designer]	2 [Lead Designer]	3 [Design Checker]
Name of Project			
Location of Project			
Description of Project			
Experience as Lead Designer (exactly 2)	☐ No ☐ Yes, including direct responsibility and accountability for the Design of the referenced Metro Line, bearing all risks related thereof, including: ☐ civil, architectural, systems design ☐ management, administration, supervision, integration and coordination of all sub-designers and design teams Dates of commencement and termination of the services as a Lead Designer [MM/YYYY]: From ___/___/___ to ___/___/___	☐ No ☐ Yes, including direct responsibility and accountability for the Design of the referenced Metro Line, bearing all risks related thereof, including: ☐ civil, architectural, systems design ☐ management, administration, supervision, integration and coordination of all sub-designers and design teams Dates of commencement and termination of the services as a Lead Designer [MM/YYYY]: From ___/___/___ to ___/___/___	/

Project Details	Metro Lines		
	1 [Lead Designer]	2 [Lead Designer]	3 [Design Checker]
Experience as Design Checker (exactly 1)			☐ No ☐ Yes , including direct responsibility and accountability for the review of Design deliverables of the following disciplines [at least three (3)]: ☐ civil and structures ☐ architecture ☐ tunneling ☐ Track works ☐ rolling stock ☐ signaling train control ☐ tunnel ventilation ☐ power Dates of commencement and termination of the services as a Design Checker [MM/YYYY]: From ___/___/___ to ___/___/___
Lead Designer/ Design Checker of the Depot, as applicable (within the same Metro line)	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Metro Line Details	The project constitutes a fully segregated rail based electric mass transit system, including the associated facilities required for the supply of transportation services along a Track or Tracks in an urban environment, including any extension thereof: ☐ No ☐ Yes	The project constitutes a fully segregated rail based electric mass transit system, including the associated facilities required for the supply of transportation services along a Track or Tracks in an urban environment, including any extension thereof: ☐ No ☐ Yes	The project constitutes a fully segregated rail based electric mass transit system, including the associated facilities required for the supply of transportation services along a Track or Tracks in an urban environment, including any extension thereof: ☐ No ☐ Yes

Project Details	Metro Lines		
	1 [Lead Designer]	2 [Lead Designer]	3 [Design Checker]
Project Tracks Length [at least six (6) km), as defined in the TR]	Cumulative length of underground Tracks: _____	Cumulative length of underground Tracks: _____	Cumulative length of underground Tracks: _____
Underground stations [at least four (4) stations, as defined in the TR]	Number of underground stations: _____	Number of underground stations: _____	Number of underground stations: _____
GOA4 [Grade of Automation 4, i.e. unattended and driverless]	The Metro Line design is GOA4: ☐ Yes ☐ No	The Metro Line design is GOA4: ☐ Yes ☐ No	The Metro Line design is GOA4: ☐ Yes ☐ No
Client and Contact Details: [name and position, phone numbers and e-mail address].			

*Each Bidder is permitted to present within this **Tender Form “B3”** only three (3) Metro Lines in aggregate, any additional Metro Line submitted by the Bidder will not be reviewed by the Tender Committee.

Faithfully yours,

Date

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

TENDER FORM C1
SCORING OF THE PREVIOUS EXPERIENCE OF THE BIDDER

I, _____ the undersigned, on behalf of the Bidder _____, hereby confirm that in accordance with the provisions stipulated in Volume 1 – Part III (*Evaluation Criteria*), the previous Experience demonstrated by the Bidders for compliance with the Threshold Requirements, within **Tender Form “B3”** (*Previous Experience as Lead Designer and Design Checker*) will be evaluated and scored as the Quality Proposal of the Bidder.

The Bidder acknowledge and confirms that it is permitted to present within **Tender Form “B3”** only three (3) Metro Lines in aggregate. Accordingly, the Bidder hereby acknowledge and confirms that any additional Metro Line(s) submitted by the Bidder will not be reviewed by the Tender Committee.

Faithfully yours,

Date

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

TENDER FORM C2
PROFESSIONAL ASSIGNMENT

[To be completed by the Bidder in accordance with the Quality proposal specified in Volume 1 Part III (Evaluation Criteria)]

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

Professional Assignments	Submission of Assignment
Integration Plan	☐ Yes ☐ No
Tunneling Design	☐ Yes ☐ No

All Professional Assignments as submitted by the Bidder, were prepared in accordance with the Provisions of Volume 1 Part III (*Evaluation Criteria*), and are attached herein to this **Tender Form “C2”** (*Professional Assignments*).

Faithfully yours,

Date

Stamp and Signature

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

Attorney-at-Law

TENDER FORM D

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 Design Consulting Services

I, the undersigned, _____ (*name of Bidder to be completed*) (the "**Bidder**") hereby submit this **Tender Form "D"** (*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:
 - 2.1 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 Appendix 2 (Remuneration and Payment) to the Agreement). The proposed hourly rates shall be indicated as an addition to or a discount rate on the basic rates as specified in Section 4 below (the "**Basic Hourly Rate**"); and
 - 2.2 its selected currency of payment as specified in Section 5 below.
3. The Basic Hourly Rate of each of the different grades of personnel, discounted or added to 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 international functions (“INT”):

Grade	Minimum Qualifications	Basic Hourly Rate (USD)
INT1	An engineer or an individual with a relevant degree, with twenty (20) years’ or more, of relevant experience	\$256
INT2	An engineer or an individual with a relevant degree, with fifteen (15) years’ or more, of relevant experience	\$189
INT3	An engineer or an individual with a relevant degree, with seven (7) years’ or more, of relevant experience	\$133

Discount Proposal* = ____% (in words _____ percent) *[specify the rate of addition (positive value not to exceed 15%) or discount (negative value not to exceed 30%) in whole percentages on the Basic Hourly Rate]*

* The Bidders are referred to Section 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. **Currency of Payment.** Selected currency of payment*:

☐ USD

☐ EURO

For the purpose of payments, the exchange rate between USD and EURO shall be the official exchange rate published by the European Central Bank on the Signature Date.

* The Currency selected by the Bidder shall not be considered during the Evaluation of the Bids, and shall apply only during the term of the Agreement.

6. All prices quoted herein are exclusive of VAT, in real value true to the Bid Submission Date and before indexation.

7. All capitalized terms not defined above shall have the meaning attributed to them in the ITB and in the Agreement.

Faithfully yours,

Date

Stamp and Signature

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

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

Attorney-at-Law / public notary



Tender 303/2024



Tender 303/2024

Design Consulting Services

Volume 2:

Part V Services Agreement



Tel Aviv Metropolitan Mass Transit system
26 Harokmim St. Holon 5885839 Israel | Tel. +972-3-7243000

AGREEMENT No_____

For

Design Consulting Services

By and Between

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

And

Table of Contents- List of Appendices:

Appendix 1 - Scope of Services

Appendix 2 - Remuneration and Payment

Appendix 3 - Non-Conflict Interest Undertaking

Appendix 4 - Software Requirements and Document Control

Appendix 5 - Information Security Requirements

Appendix 6 - Quality Assurance Guidelines

Appendix 7 - Liquidated Damages

Appendix 8 - List of Advisors to the Tender Committee

This Agreement is made the ____ day of _____, 2024

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 be referred to as the "**Parties**".

Whereas The Owner is a government company authorized to promote the planning and establishment of a mass transit system in the Tel Aviv Metropolitan area;

Whereas The Owner is promoting the numerous infrastructure projects in Israel (the "**Project**");

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:**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. "**Additional Terms**" means as set out in Sub-Section 12.1.

1.1.2. "**Agreement**", "**Agreement Documents**" means this Agreement with all of the Appendices thereto and the Consultant's Bid.

1.1.3. "**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, which 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.

1.1.4. "**Claim**" means any claim whatsoever for an increase in the Fee or for any payment of money (including damages):

Under, arising out of, or in any way in connection with this Agreement, including any direction or instruction of the Owner;

Arising out of, or in any way in connection with, the Services or the performance of the Services; or

Arising otherwise by law or by any change in the Law.

1.1.5. "**CPI**" means the Israeli Consumer Price Index, including fruit and vegetables, published from time to time by the Israeli Central Bureau of Statistics in and the CPI on any applicable date shall mean the effective CPI on the morning of such date (Table 5.1 including VAT, Code 120010).

1.1.6. "**Bid**" means the proposal submitted by the Consultant in **Tender Number 303/2024** including its Bidding Forms

1.1.7. "**Confidential Information**" means as set out in Sub-Section 8.1.

1.1.8. "**Consultant's Undertakings**" means as set out in Sub-Section 3.4.

1.1.9. "**Day**" – Shall mean 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 Consultant's domicile.

1.1.10. "**Deliverables**" means any documents, reports, submissions, written determinations, which will be provided to the Consultant by the Owner, in order to perform its Services as required by this Agreement and as may

be required by the Owner from time to time.

1.1.11. "**Documentary Records**" means as set out in Sub-Section 3.7.2.

1.1.12. "**Entitlement**" means the right to:

Any adjustment to the Fee or any payment to the Consultant by the Owner; or

Recover any loss, costs, profit, fees, damages or expense of any kind arising;

1.1.12.1. Out of or in connection with this Agreement; or

1.1.12.2. Out of or in connection with the Services or the performance of the Services.

1.1.13. "**Fee**" 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.

1.1.14. "**Initial Term**" means the initial term of this Agreement as set out in Sub-Section 12.1.

1.1.15. "**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.

1.1.16. "**Light Rail Transit**" or "**LRT**" or "**LRT Project**" shall mean a light rail-based mass transit system, including the associated facilities required for the supply of transportation services along a Track or Tracks which are integrated into an urban environment and including interfaces with intersections and other public and private transportation (where most of the intersections with other public or private transportation are without barriers and/or other protection means), including any extension thereof.

1.1.17. "**Owner's Policies**" 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.

1.1.18. "**Party**" and "**Parties**" means the Owner or the Consultant, as the context requires, and "**third party**" means any other person or entity as the context requires.

1.1.19. "**Personnel**" shall mean the Consultant's Personnel, that are qualified and suitable for providing the Services as set forth in Appendix 1 (Scope of

Services), including the Project Manager, Climate Change Consultants, designers, professional advisors, Reviewers, and any Sub-Consultant thereof.

1.1.20. **“Project(s)”** means any of the projects promoted by the Owner, including but not limited to the Tel Aviv Metropolitan Light Rail Transit (and any extension thereof) and Metro Lines.

1.1.21. **“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, from time to time, provide to the Consultant for review and comments or otherwise in order to perform the Services.

1.1.22. **“Project Manager”** means the Approved Project Manager that was presented by the Consultant, and as approved by the Owner, as part of the Preconditions for the execution of the Agreement, as set forth in Section 9.2.1.2 of the Invitation to Bid, and as may be updated by the Consultant according to the provisions of this Agreement, subject to prior consent of the Owner.

1.1.23. **“Professional Report” or “Report”** means any product of the Consultants performance of its Services, provided to the Owner required by this Agreement and as may be required by the Owner from time to time.

1.1.24. **“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 the Professional Report.

1.1.25. **“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” shall mean the date on which the Owner signs the Agreement.

1.1.26. **“Sub-Consultant/s”** means any person or entity which are not employees of the Consultant approved in advance by the Owner to be involved in the Services on behalf of the Consultant.

1.1.27. **“Task” or “Assigned Task”** shall have the meaning ascribed to in Section 3.2.2 of this Agreement.

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 if 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 differently.

1.2.3. In this Agreement, except where the context requires otherwise:

Words indicating one gender include both genders;

Words indicating the singular also include the plural and words indicating the plural also include the singular;

Provisions including the word "agree", "agreed", "agreement" or "consent" require the agreement or consent to be recorded in writing; and

"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 or not in writing.

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 to the mentioned included 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

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

communications shall be:

In writing and delivered by hand (against receipt), sent by mail or courier, and Delivered, sent or transmitted to the address for the recipient's communications. However:

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

1.4.1.2. 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.

1.5. 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, error, discrepancy or inconsistency that do not involve different degrees of severity and cannot be resolved by the above order of priority (set in 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, as are applicable from time to time 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 term of this Agreement, 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 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 in order to perform the Services that it holds as set in this Agreement, as may be amended from time to time.

2.1.2. The Consultant shall take all necessary steps to check that any data, information, drawings and documents provided to it by the Owner (or anyone on its behalf) is accurate, complete and adequate in all material aspects. For the avoidance of doubt, the Consultant shall be responsible for obtaining all the data, information, drawings and documents (including but not limited to any data, information, drawings and documents constituting the 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. In the event that 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 so 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 which the Owner reasonably considers to be in the best interests of the Project. The Consultant shall only take written instructions from the Owner or its authorized representative.

2.3.3. The Consultant shall render the Services and prepare its Reports in accordance with the Agreement and the Owner's Policies and submit them to the Owner. The Consultant shall ensure that the Services are at all times rendered in accordance with the latest Owner's Policies.

2.4. Services of Others

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 data of fact 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. It, 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. It 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. It is aware that the Owner reserves the right to preform 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 as reasonably related to or resulting from the Services indicated therein and from this Agreement.
- 3.2.2. The Consultant shall render its Services only upon request of the Owner, whereby it was given a written **Task Order** from the Owner (the: “**Task Order**” or “**Task**” as applicable). The Task Order shall detail, inter alia, the nature and the scope of the Services to be provided as part of the Task, and the requested Personnel (and may include, inter alia, the minimal number of personnel, relevant experience, and professional expertise) that shall be involved in the execution of the Task.
- 3.2.3. The Owner, from time to time, at its sole discretion, shall request the Consultant to perform its Services in accordance with the assigned Task Order.
- 3.2.4. The Services shall be provided from the Consultant’s offices and infrastructures, unless otherwise defined in the Task Order. The Owner may, in special circumstances, at its sole discretion, request the Consultant and/or anyone else on its behalf, to arrive to 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 to Israel, the Consultant shall be solely responsible for the visas and work permits as required by the 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.
- 3.2.5. The Owner shall not be obligated to assign a minimal scope /amount of Tasks to the Consultant during the Term of this Agreement. 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.
- 3.2.6. 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 takes into account 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.

3.2.7. The Consultant will be expected to work in co-operation with other consultants, designers, and reviewers, either employed by the Owner, PMC or by the relevant contractors employed by the Owner.

3.2.8. The Consultant's Reports 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 Reports shall be provided to the Owner for its review, comment and consideration.

3.2.9. 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. The provision of the Services

3.3.1. The Consultant undertakes to provide its Services exclusively in accordance with the Task Orders as issued by the Owner.

3.3.2. The Consultant undertakes to cooperate with the Owners representatives, and anyone authorized on its behalf, in the performance of the Services and the execution of the Tasks.

3.3.3. The Owner will inform the Consultant, within a Task Order, of a Task to be executed by the Consultant, including the relevant Deliverable for its review.

3.3.4. The Deliverables shall be provided to the Consultant, through the relevant platform and/or system, to the Owner's discretion. The Consultant shall be informed of the relevant details in connection with the applicable Task Order. The Consultant undertakes the responsibility to maintain knowledge and updates regarding the relevant Deliverable provided by the Owner, in the applicable system.

3.3.5. Upon receipt of a Task Order, the Consultant shall provide the Owner, within three (3) Business Days, with an estimate, including the following details:

3.3.5.1. Number of work hours required for the execution of the Task;

3.3.5.2. Personnel required for the performance of the Task.

3.3.6. The Owner shall confirm the Consultant's estimate above, provided that the Owner had no comments thereof. Upon receipt of a confirmation by the Owner, the Consultants shall commence the Services in accordance with the Task Order.

3.3.7. Without derogating from Sections 3.3.5 above, the Owner reserves the right, in exceptional circumstances, to require the Consultant to render its services within less than 3 Business Days.

- 3.3.8. The Consultant shall have 7-14 Business Days to render its Report, or otherwise determined by the Owner, as shall be specified in the Task Order. The aforesaid Business Days shall commence as from the confirmation of the estimate by the Owner, as detailed in section 3.3.6 above.
- 3.3.9. Only the estimate as confirmed by the Owner will be binding for the purpose of performing the Task (“**Confirmed Scope for Task Order**”). Accordingly, the Consultant will not be entitled to any consideration for work hours exceeding the Confirmed Scope for Task Order.
- 3.3.10. The Owner may comment on such submission and issue instructions if it deems appropriate to do so. In addition, the Owner may issue a request for further information regarding the Consultant’s Report. The Consultant shall submit any completion, as instructed by the Owner, within 7 days after receipt thereof. Any supplementary work performed by the Consultant in respect of the completion requested by the Owner, shall be included in the total work hours approved by the Owner as stated in Section 3.3.6 above.
- 3.3.11. The provisions of this Agreement will apply, mutatis mutandis, on each Task.
- 3.3.12. The Consultant will not be entitled to any payment or compensation for services that were performed not in accordance with the Task Order issued by the Owner.
- 3.4. Consultant's Undertakings
- 3.4.1. 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*).
- 3.4.2. The Consultant further undertakes that the Reports provided by it shall also be of the highest level of quality and suitability and performed to the highest professional standards.
- 3.4.3. In performing the Services, the Consultant undertakes that it shall, inter alia:
- 3.4.3.1. Provide the Services and submit the Reports in timely manner and in strict compliance with all the requirements of this Agreement;
- 3.4.3.2. 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 obligates to continue all

such obligations and comply with the Owner's instructions.

3.4.4. The Consultant shall be responsible for all Reports prepared by it or on its behalf in connection with the Services. No approval, non-approval, certification, payment or rejection by the Owner of any of the Reports shall limit or exempt in any way the Consultant's obligations or liabilities.

3.4.5. The Consultant undertakes not to cause or contribute, by its act or omission, to the Owner's breach of its obligations towards any third party.

3.4.6. 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.

3.4.7. The Consultant undertakes to be familiar 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 in Owner's Website.

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

3.4.8. In the course of providing the Services, the Consultant shall use such software as determined by the Owner and shall comply with each of the provisions of **Appendix 4** (*Software Requirements and Document Control*), and with the provisions of **Appendix 5** (*Information Security Requirements*).

3.4.9. 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 3.4 shall be referred to as the "**Consultant's Undertakings**".

3.5. Reliance on Undertakings

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

3.5.1. The Consultant's representations;

3.5.2. The Consultant's Undertakings; and

3.5.3. The Consultant's advice, skill and judgment in the execution of the Services and the correctness of the Reports;

3.6. Consultant's Undertakings Unaffected

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

3.6.1. Furnishing of the Reports to the review, attention or confirmation of the Owner;

3.6.2. Any change made to the Reports or the Services as a consequence of, or in accordance with comments received or directions of the Owner or on its behalf; or

3.6.3. Any failure by the Owner to respond to a request of the Consultant.

3.7. Documentary Records

3.7.1. The Consultant shall make and keep accurate records of the Services it has performed, or stored on any electronic medium whatsoever.

3.7.2. Such records shall include but are not limited to the following (collectively, the "**Documentary Records**"):

3.7.2.1. All Reports and any related document thereto; Project Information;

3.7.2.2. Any other written information supplied by the Owner;

3.7.2.3. All reports and notices obtained by the Consultant from, Sub-Contractors, consultants and contractors engaged in the implementation of the Project;

3.7.2.4. All records relating to the Fee and other costs that the Consultant has incurred.

3.7.3. Electronic versions of all Documentary Records shall be kept in a format compatible with the Owner's software. The Consultant shall make copies and backup 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.

3.7.4. 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.

3.7.5. The Consultant shall cooperate with the Owner and the Owner's

representatives when making an inspection of the Documentary Records. Such cooperation shall include an explanation of all filing and costing systems, the presence of any Consultant's Personnel necessary to enable it to carry out the inspection, and the extraction of requested categories of Documentary Records from files upon request. The Consultant shall have no Entitlement nor shall it make a Claim with respect of complying with this Sub-Section 3.7.

3.7.6. The Consultant shall not destroy the Documentary Records without the prior written approval of the Owner.

3.8. Consultant's Reports

3.8.1. The Consultant shall submit all its Reports in a suitable scale and on standard sheet sizes as agreed with the Owner.

3.8.2. All Reports prepared by the Consultant and delivered to the Owner shall comply, at a minimum, with the following provisions:

3.8.2.1. Shall be prepared in accordance with the written instructions of the Owner as shall be from time to time, including with regard to format, preferred layout and content of reports;

3.8.2.2. Shall be written in the English language, except where indicated and agreed upon otherwise by the Parties hereto.

3.8.3. All Reports shall be deemed approved only after the written approval of the Owner, which shall be given after the Owner has received satisfactory clarifications and/or explanations and/or after the necessary changes have been made, as provided in Sub-Section 3.3.6 above. No such approval given by the Owner shall in any way relieve or limit the responsibilities, obligations or liabilities of the Consultant to the Owner under this Agreement or the Laws.

3.9. Assignments

3.9.1. 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.

3.9.2. 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.

3.10. Sub-Consulting

- 3.10.1. Without derogating from the generality of the foregoing, and subject to the provisions of any and all Laws and after gaining for that matter the approval of the Owner, the Consultant may retain Sub-Consultants for assisting the Consultant with the provision of the Services.
- 3.10.2. The Owner may, at its sole discretion, require that the terms, conditions and provisions of any one or more Subcontract and/or any material change(s) or amendment(s) to any one or more Subcontract be subject to the prior approval of the Owner
- 3.10.3. There shall be no privity of contract between the Owner and any one or more Sub-Consultants, or between the Owner and any agents and representatives of Sub-Consultants
- 3.10.4. All work, services, tasks, activities, actions and conduct undertaken or implemented by Sub-Consultants and/or by agents and representatives of Sub-Consultants and all risks and liabilities associated therewith or related thereto shall be the direct responsibility of the Consultant as if they were the work, services, tasks, activities, actions, conduct, risks and liabilities of the Consultant
- 3.10.5. Each and every Sub-Consultant and each of their agents and representatives shall be considered and deemed to be an agent and representative of the Consultant, engaged and appointed by the Consultant to act for, on behalf of and as representative of the Consultant
- 3.10.6. Sub-Consultants and their agents and representatives shall have no right or authority to act for or bind the Owner and shall not attempt to enter into any contract, commitment or other agreement in the name of or on behalf of the Owner, nor attempt to incur any debt or liability whatsoever in the name of or on behalf of the Owner
- 3.10.7. The Consultant shall be solely responsible for the remuneration, compensation and consideration, reimbursement and payment of any and all Sub-Consultants
- 3.10.8. Should the Consultant retain the services of Sub-Consultant, the Consultant shall not be relieved from any obligation under the Tender Documents and the Consultant shall be responsible and liable for the acts, omissions, conduct, representations, breaches and defaults of any and all Sub-Consultants and of their agents and representatives as if they were the acts, omissions, conduct, representations, breaches and defaults of the Consultant. The

Consultant shall not have any claim that such Services were provided by Sub-Consultants.

3.10.9. Sub-Consultants and their agents and representatives shall not act or present themselves nor attempt or purport to act or present themselves other than in accordance and compliance with this Agreement or as otherwise authorized or permitted by the Owner

3.10.10. If the Owner approved an engagement between the Consultant and a Sub-Consultant, the Consultant shall be required to sign a service agreement(s) (“**Service Agreement(s)**”) with such Sub-Consultant and, upon the Owner’s request, provide it with a copy thereof. Without derogating from the Owner’s rights pursuant to this Agreement (including pursuant to the provisions of Section 3.10.2 above), agreements with Sub-Consultants shall include, at least, provisions giving effect to the provisions of Sections 10 (No Conflicts of Interests), 8 (Confidentiality), 7 (Intellectual Property) and 14 (No Lien, No Set-Off) below. In addition, the Owner, at its sole discretion, reserves the right to require any number of additional provisions and or principles within the relevant Service Agreement(s).

3.10.11. The Consultant shall terminate forthwith any engagement it made with a Sub-Consultant in case he was requested to do so by the Owner acting under its sole discretion.

3.11. The Project Manager and the Consultant’s Personnel

During the Agreement Term and the Services period, the Consultant shall provide the Services according with the following provisions –

3.11.1. The Services shall be provided by Personnel, directly employed by the Consultant. The involvement of any Sub-Consultant in the Services shall be subject to a prior written approval of the Owner.

3.11.2. The Project Manager that was presented by the Consultant and approved by the Owner in order to fulfill the Preconditions for the Execution of the Agreement as stipulated in Section 9.2.1.2 of the ITB, shall serve as the Project Manager through the term of the Agreement, and not less than a consecutive period of eighteen (18) months as of the signature date of this Agreement. A period of less than eighteen (18) consecutive months may constitute the Owner’s right for Liquidated Damages, in accordance with Section 5.2 below, and **Appendix 7** (*Liquidated Damages*).

3.11.3. The Consultant shall act during the Term of the Agreement to preserve the identity of any of the Project Manager, and any of its' Personnel

once those began to provide Services with regard to a specific Task that was requested by the Owner.

- 3.11.4. The replacement of Personnel involved in a specific Task during the execution thereof, shall occur only in circumstances in which the replacement of the said Personnel occurred due to circumstances beyond the control of the Consultant, and in such cases the Consultant shall solely bear any cost incurred on account of the replacement. Any replacement not in accordance with the provision of this Section may constitute the Owner's right for Liquidated Damages, in accordance with Section 5.2 below, and **Appendix 7** (*Liquidated Damages*).
- 3.11.5. The Project Manager shall comply with all the relevant requirements as stipulated in Section 9.2.1.2 of the ITB.
- 3.11.6. The Owner's approval of the Project Manager shall not in any way relieve the Consultant from any of its responsibilities, obligations, or liabilities under this Agreement.
- 3.11.7. In the event the Consultant wishes to replace the Project Manager during the execution of a Task, the Consultant shall arrange for a suitable replacement by a person of similar competence and experience and must obtain NTA's prior written approval before appointing any Personnel to carry out the Services or any part thereof. For that purpose, the Owner will be entitled to review any relevant information regarding the suggested Personnel as the Owner may deem necessary and may disqualify any of the Personnel proposed by the Consultant, under its sole discretion.
- 3.11.8. Any changes to the identity of the Project Manager shall be subject to the Owner's approval and subject to a 2-month changeover period.
- 3.11.9. Any change to the identity of the Project Manager shall be subject to the Owner's approval and subject to a 5-month changeover period.
- 3.11.10. During the changeover period, the Project Manager shall ensure a smooth and full transfer of its duties and responsibilities, without having any effect on the any ongoing Task.
- 3.11.11. 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.
- 3.11.12. The Project Manager and all Personnel required to communicate with the Owner in connection with this Agreement or the Project shall be fluent in English.

- 3.11.13. The Project Manager and Personnel performing a certain Task shall be regularly available to the Owner in relations to the Services and/or the Task, as applicable.
- 3.11.14. The Owner, at its sole discretion, may instruct the Consultant by written notice, to cease, remove or replace, either temporarily or permanently any of the Consultant's Personnel and/ or the Project Manager, if the Owner considers such person not to be performing its duties in accordance with this Agreement or in the best interests of the Project, or if the Owner considers the conduct of such person to be unacceptable.
- 3.11.15. 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 Manager) is a fundamental reason why the Owner appointed the Consultant to provide the Services.

3.12. 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 of the performance of the Services, the Owner shall pay the Consultant such payments at such time and terms as set forth in **Appendix 2** (*Remuneration and Payment*) which also includes the method for the provision of payment requests, their approval and payment by the Owner.

The currency used for this Agreement shall be US\$ or Euro, in accordance with the preference mark by the Consultant in section 5 of Tender Form "D" (Price Proposal).

- 4.1.2. Except as otherwise expressly provided in this Agreement, the Fee to be paid to the Consultant by the Owner is the complete and full compensation payable to the Consultant for the full performance of this Agreement and the provision of the Services and includes all materials and labor furnished by the Consultant and its Sub-consultans or otherwise arising out of the Consultant's provision of the Services.

4.2. Payment only payable by 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 fee or

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 Fee for such Services or repeated Services. If any error, omission, delay, or misjudgment by the Consultant or any of its employees, causes the Owner to suffer loss, damage, or to incur corrective costs, then such loss, damage or corrective costs shall be paid by the Consultant at the Owner's first written demand, and if the Consultant fails to do so, such loss, damage or corrective costs may be recovered by the Owner as a debt, may be set off against any payment which would otherwise be due to the Consultant, 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, employees 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.

5.2. Liquidated Damages

5.2.1. Without derogating from the generality of the above, the breaches stipulated in **Appendix 7** (*Liquidated Damages*) shall obligate the Consultant with Liquidated Damages.

5.2.2. The Owner may recover payment of any and all Liquidated Damages at any time and by any way, including setoff or deduction of any amount payable by the Owner to the Consultant.

5.2.3. The Payment of Liquidated Damages shall not relieve, release, exempt or excuse the Consultant from properly and timeously undertaking, implementing and completing the Services or from remedying and repairing any and all defects, or otherwise from complying with and fulfilling all of its obligations and responsibilities under and pursuant to the Agreement.

5.2.4. The Owner may, at its sole discretion waive such Liquidated Damages, for specified reasons. The Owner may be entited to double compensation or more according to this Section 5.2, including double compensation or more due to breaces relating to a certain Task, and the Consultant shall be precluded from urging otherwise.

5.3. Limitation of Liability

5.3.1. The maximum amount of compensation payable by the Consultant due to breaces of its obligations as specified under **Appendix 7** (*Liquidated Damages*), shall not exceed the rate of 30% of the relevant Task.

5.3.2. The Maximum amount of damages payable by either Party to the other in respect of any and all liability, including liability arising from negligence, and Liquidated Damages (according to **Appendix 7** (*Liquidated Damages*)), under or in connection with the Agreement shall not exceed two million USD (2,000,000). This limitation is without prejudice to any Payments specified under Section 4 (*Payment*), Sub-Section 5.4 (*Exceptions*), **Appendix 2** (*Remuneration and Payment*), and excluding all matters that cannot be limited under the Laws.

5.3.3. Each Party agrees to waive all claims against the other in so far as the aggregate of damages which might otherwise be payable exceeds the maximum amount payable under Sub-Section 5.3.2 above.

5.3.4. Nothing in this Sub-Section 5.3 shall limit the amount which may be claimed or recovered under any insurance policy referred to in this Agreement (including but not limited to the insurance policies set out in Section 5.4.4 (*Insurance*)).

5.4. Exceptions

The limitation of liability under Sub-Section 5.3 (*Limitation of Liability*) does not apply to claims arising:

- 5.4.1. From willful or reckless misconduct, gross negligence, deliberate default, fraudulent misrepresentation, fraud or deceit; or
- 5.4.2. In respect of personal injury to, or death of any person (including the Consultant's and the Sub-Consultants' employees) or physical loss or damage to any property of any person arising out of any act or omission of the Consultant or anyone of its behalf, or from a breach of this Agreement.
- 5.4.3. Otherwise, then in connection with the performance of obligations under this Agreement; or
- 5.4.4. Third party claims (including pursuant to Sub-Sections 6.1.3 and 8.2).

6. INSURANCE

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

- 6.1.1. 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 500,000 US\$ for any one occurrence and in the aggregate for any annual insurance period. The policy shall be extended to indemnify the Owner and/or the State of Israel for their liability due to any act or omission of the Consultant in connection with the services, subject to a “cross liability” Section.

- 6.1.2. 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.

- 6.1.3. 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 4,000,000 US\$ for any one occurrence and in the aggregate for any annual insurance period.

The retroactive date must coincide with, or precede, the commencement of the Agreement;

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

- 6.2. The Consultant's insurances required under this Section are primary and precedent to any of the Owner and/or the Israeli Government's insurances, and the Consultant's insurers shall waive their right to contribution from any of the Owner and/or the Israeli Government's insurers with respect to any damage covered by the Consultant's insurance policies.
- 6.3. The Consultant insurance policies will include an explicit stipulation according to which the Consultant and/or the insurer are not entitled to cancel them and/or decrease their scope, unless the insurer sends the Owner notification by registered mail 60 days in advance, of its intention to do so.
- 6.4. The Consultant represents and warrants that it shall not have any claims, demands and/or actions against the Owner and/or anyone on its behalf and/or the Israeli Government, concerning damage to its property or other property used in performing services. The foregoing shall not apply for the benefit of anyone who caused damage with malicious intent.
- 6.5. The Consultant waives and shall have no claims or demands of any kind against the Owner and/or anyone on its behalf, with respect to the content and/or extent and/or coverage of the insurance policies required to be purchased by it under this Section, and the Consultant hereby confirms that it shall be prevented from raising any such claim or demand. For the avoidance of doubt, it is agreed that the insurance policies required to be purchased under this Section, including the limits specified herein, are stated as a minimal demand from the Consultant. The Consultant is encouraged to further scrutinize its exposure to liability and to add and/or increase the types and scope of insurance coverage.
- 6.6. The Consultant shall bear any and all insurance premiums and deductibles stated in the insurance policies for each and every claim so that the Owner shall receive full recovery of each loss.
- 6.7. The Consultant undertakes to submit to the Owner signed copies of the Consultant's insurance policies, or a certificate of insurance, within 7 days of the signing of this Agreement.
- 6.8. In the event that any insurance policy is due to expire or lapse prior to the end of the required validity period as specified in Section 6.1 above, at least thirty (30) Days prior to the date on which it is due to expire or lapse, the consultant shall: (i) renew and extend the applicable insurance policy; and (ii) provide the owner with a duly renewed and extended certificate of insurance or insurance policy document in respect of the applicable insurance policy.

- 6.9. However, notwithstanding the foregoing, the Owner shall nevertheless be and remain entitled, at his sole discretion, to require that the Consultant will submit both the certificates of insurance and the insurance policy documents (signed by its insurer/insurance broker).
- 6.10. 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 the Owner's request. It is hereby agreed that presentation of the policies to the Owner and/or changes made to the policies do not constitute 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 the Owner under the terms of this Agreement and/or any other Law and they do not incur any liability upon the Owner.
- 6.11. Breach of terms of any insurance policy by the consultant and/or anyone acting on its behalf shall not prejudice the owner's indemnity in accordance with the insurance policies.

7. INTELLECTUAL PROPERTY

- 7.1. The Consultant shall not use or display any of the Owner's company logos, unless with the Owner's prior written approval.
- 7.2. 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 Reports, Deliverables, Documentary Records or any other material and information accumulated by the Consultant in the course of performing the Services and providing the Reports, in written form, Deliverables, analysis, ideas and any other conclusion or results gathered in relation to the Services shall exclusively belong to the Owner and the Consultant or any one on its behalf shall not have any claim, intellectual property rights, moral rights or any other rights therein. With respect to Reports which are subject to pre-existing intellectual property rights, the Consultant shall grant the Owner with unrestricted and royalty free right to use and shall cause all relevant Personnel (including Sub-Consultant/s if approved by the Owner) to act upon the same.
- 7.3. The Consultant warrants to the Owner that no Reports that it, or anyone on its behalf, prepares and nothing else that he contributes to the Services or the Project shall in any way infringe any intellectual property rights of any person. The Consultant undertakes to indemnify the Owner in respect of any legal liability, claim or related costs, damages, losses or expenses arising out of or in connection with any such infringement.
- 7.4. The Owner shall have the right to set off any amount for indemnification as

mentioned in Sub-Section 7.3 above, from the Fee owed to the Consultant according to this Agreement.

8. **CONFIDENTIALITY**

- 8.1. **"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 Reports 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.
- 8.7. The Consultant shall use such Confidential Information only for the purpose of

this Agreement unless otherwise agreed to by the Owner in writing.

- 8.8. 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.
- 8.9. 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.
- 8.10. Nothing contained in this Section 8, shall prevent or prohibit from the Consultant to disclose any Confidential Information, as it may be obligated by Laws or by a lawful requirement of any Authority having jurisdiction over the Consultant, provided however, that the Consultant shall immediately inform the Owner of any such demand of disclosure, shall provide any reasonable assistance to the Owner in any appeal against such demand, and further provided, that the Consultant shall only disclose the least possible amount of Confidential Information pursuant to such demand.
- 8.11. 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. **ANTI-BRIBERY AND ANTI-CORRUPTION**

The Consultant shall, and procure that its Personnel shall –

- 9.1. 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
- 9.2. Abide by, comply with and implement any and all applicable foreign and domestic anti-bribery and anti-corruption laws.
- 9.3. 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.

10. NO CONFLICTS OF INTEREST

- 10.1. The Consultant hereby declares that there is no, and there will be no, throughout the term of this Agreement, conflict of interest between any of its other activities or obligations or any of its employees' other activities or obligations, and its obligations and undertakings under this Agreement. The Consultant shall cause all relevant Personnel to act upon the same.
- 10.2. The Consultant hereby undertakes to refrain from, and shall cause all relevant Personnel to refrain from any action that may involve a conflict of interest between performing their duties under this Agreement, and performing any other duty or commitment of the Consultant or anyone on its behalf, including its employees, directly or indirectly, and it hereby undertakes to inform the Owner about any concern for conflict of interest between its obligations or the obligations of its employees under this Agreement and any of their other activities, and it undertakes to act in accordance with the Owner's instructions to prevent such conflict of interest.
- 10.3. 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.
- 10.4. The Consultant hereby undertakes to have 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 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 regards to the performance of the Services.
- 10.5. Without derogating from the generality of the above, the Consultant hereby undertakes:
 - 10.5.1. 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 any one on their behalf. For the matter of this Sub-Section 10.5 the terms "consultant" and "contractor" shall be deemed to include any affiliated entity, including any entity under the control and any entity exercising control over such respective entities.
 - 10.5.2. 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.

- 10.5.3. 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.
- 10.6. Without derogating from the above, the entities listed in **Appendix 8** (*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.
- 10.7. In the event of Tender Committee's consent to engagement between the Consultant and any Advisor to the Tender Committee, the Consultant shall perform the Services, the Task and / or the engagement with the relevant Advisor in accordance with all terms and conditions as may be determined by the Owner at its discretion.
- 10.8. 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.
- 10.9. The provisions of this Section 10 will remain in full force and effect during the entire term of this Agreement (including the Additional Terms, to the extent applicable), whereas the provisions of Sub-Sections 10.3, 10.5 and 10.8 will remain in full force and effect for an additional a period of two (2) years following the termination of this Agreement for any reason whatsoever, with respect to each and any part of the Services performed by the Consultant under this Agreement, unless the Owner directed otherwise in writing following the Consultant's prior written request, at the Owner's sole discretion and determination.

10.10. This Section 10 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 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 Interest Undertaking*) to this Agreement. The Consultant shall provide the Owner with all signed commitment letters by its Personnel all Sub- Contractors engaged by it within fourteen (14) days as from the engagement of each of them.

11. **INDEPENDENT CONTRACTOR**

- 11.1. In providing the Services under this Agreement, the Consultant shall act as an independent contractor and no employer-employee relations shall be deemed to exist between the Owner and the Consultant or any of the Consultant's employees and Sub-Consultant/s. Any right of the Owner to instruct, direct and/or supervise the Consultant or its employees and Sub-Consultant/s shall in no way constitute employer-employee relationship.
- 11.2. 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.
- 11.3. Without derogating from the above, it is agreed that in the event an appropriate authority determines, despite the provisions of Sub-Sections 11.1 and 11.2, that there have been employer-employee relations between the Owner and the Consultant or its employees and/or any Sub-Consultant/s, the Fee 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. The Owner shall have the right to set off any amount for expenses as mentioned above from the Fee owed to the Consultant according to this Agreement.

12. **TERM, DELAYS, AND SUSPENSION**

12.1. **Agreement Term**

12.1.1. This Agreement is effective as of the Signature Date and shall be valid for a period of five (5) years (the "**Initial Term**").

12.1.2. The Owner shall have the option at its sole discretion, to extend the term of the Agreement for Additional Period(s) consisting of up to twenty-four (24) months ("**Additional Term**"). The Additional Period(s) may consist of any such periods of time, at the Owner's sole discretion, provided that the Additional Period(s) do not exceed the Additional Term (24 months in total). Any extension of the Agreement Term shall be by providing the Consultant with a written extension notice/s. In that respect, the notice shall be provided by no later than five (5) days prior to the end of the Initial Term of this Agreement or prior to the end the Additional Period, as applicable. The Owner's prerogative to require an extension of the Initial Term may be affected in stages. If no extension notice will be given by the Owner to the Consultant as aforementioned, this Agreement will terminate by the end of the Initial Term or by the end the Additional Term, as applicable.

12.1.3. All the terms and provisions of this Agreement will apply to the Additional Terms *mutatis mutandis*.

12.2. The Consultant is required to provide its Services with respect to a relevant Task that was given to him by the Owner until its completion even if the said occurred after the expiration of the Agreement Term.

It is hereby clarified that the obligation provided in this Section shall expire after three years as of the termination of the Initial Term or the Additional Term.

12.3. **Suspension of Services**

12.3.1. 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.

12.3.2. 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.

12.3.3. The Owner shall be entitled to cease the suspension period anytime, by giving a 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.

12.3.4. Upon suspension of the Services, the Consultant shall not be entitled to any remuneration and/or compensation in regards to the suspension of the Services, excluding payments for the provided services.

13. **TERMINATION**

13.1. Termination by the Owner

13.1.1. 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 in which the Consultant receives such notice.

In such event the Consultant shall not be entitled to any compensation from the Owner.

Notwithstanding the above, the Owner shall pay the Consultant for all outstanding Services performed by the Consultant, if any, at the time the termination takes effect.

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

13.1.2.1. 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;

13.1.2.2. 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;

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

13.1.2.4. 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;

13.1.2.5. The Services (or any part thereof) are not being supplied in accordance with Sub-Section 3.7 (Documentary Records);

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

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

13.1.3. The above shall not prejudice the ability of the Owner to terminate a certain Task under its sole discretion.

13.1.4. 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 equal to an amount which exceeds 100,000 US\$ in the aggregate in each calander 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

13.2. Effect of Termination

13.2.1. Within seven (7) days of the notice of termination pursuant to any of Sub-Sections 13.1.1- 13.1.4, the Consultant shall:

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

13.2.1.2. 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;

13.2.2. Within thirty (30) days of the notice of termination pursuant to Sub-Sections 13.1.1-13.1.4, the Consultant shall deliver to the Owner one (1) hard copy and one (1) copy on a portable electronic medium of all Reports (whether complete or incomplete) produced and of the Project Information maintained by the Consultant up to the date of termination.

13.2.3. 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 Reports and or make use of any Services provided by the Consultant without any limitation and/or payment to the Consultant.

13.2.4. Within sixty (60) days after the notice of termination has taken effect pursuant to Sub-Sections 13.1.1-13.1.4, 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 and paid in accordance with the payment provisions contained in **Appendix 2** (*Remuneration*

and Payment).

13.2.5. 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.

13.2.6. If in the conclusion of the final payment amount, the amounts payable by the Consultant to the Owner, as specified in Sub-Section 13.2.5 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 13.2.5, 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.

13.2.7. The payment that may be payable to the Consultant according to Sub-Section 13.2.6 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.

13.2.8. In any event of termination of this Agreement pursuant to Sub-Sections 13.1.1-13.1.4 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.

13.3. Rights and Liabilities of Parties upon Termination

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

13.3.2. After termination of this Agreement, the provisions of Sections 5 (*Liabilities*) 7 (*Intellectual Property*), 8 (*Confidentiality*) shall survive the termination (for whatever reason) of this Agreement.

13.3.3. To the extent permitted by the laws, neither party shall be required to indemnify or be liable to the other Party, whether in contract or otherwise, for loss of anticipated profits, loss of business opportunities, cost of money, loss of use of capital or revenue, or

for any consequential loss or damage of any nature (including indirect damages), if such Party causes loss or damage to the other Party, except in the case of willful or reckless misconduct, deliberate default, fraudulent misrepresentation, fraud or deceit.

14. **NO LIEN, NO SET-OFF**

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

15. **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.

16. **DISPUTES**

- 16.1. 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.
- 16.2. Should a dispute arise, the Parties shall use reasonable efforts and endeavors to settle the dispute amicably. Each Party shall designate a senior official on its behalf to negotiate such settlement.
- 16.3. Unless amicably settled in accordance with Sub-Section 16.2, all disputes shall be settled according to Israeli Law, solely and exclusively by the competent courts in the district of Tel Aviv.
- 16.4. Notwithstanding the existence of a dispute, the Owner and the Consultant shall continue to perform their obligations and undertakings under this Agreement.

17. **MISCELLANEOUS**

- 17.1. 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.
- 17.2. No waiver of any breach of this Agreement shall constitute a waiver of any other breach, whether of the same or any other covenant, term or condition.

The subsequent performance of any other terms, covenants, or conditions of this Agreement shall not constitute a waiver of any preceding breach regardless of the other Party's knowledge of the preceding breach at the time of subsequent performance, nor shall any delay or omissions of either Party's exercise of any right arising from any such default affect or impair the parties' rights as to the same or future default.

- 17.3. 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 commercially and legally closest to the otherwise illegal, invalid or unenforceable provision.
- 17.4. 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.
- 17.5. 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.
- 17.6. 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.

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: _____

Design Consulting Services Agreement

Appendix 1 - Scope of Services

1. Introduction

- 1.1. NTA – Metropolitan Mass Transit System Ltd. (the Owner) is a government owned company responsible for the promotion and development of the mass transportation system in the Tel-Aviv metropolitan area.
- 1.2. Currently, the Owner is engaged in the design and construction of the Tel Aviv Metropolitan Light Rail Transit and Metro Lines. Image 1 illustrates the current configuration of the network promoted, at different stages of the design and construction phases.

It should be noted that the Red Line is currently in the early stage of operation. The Green and Purple Lines are under construction, and the Metro Lines are currently in the development phase.

For convenience purposes only, attached hereto as **Attachment “A”** are the Schedules of the: Metro Lines, Green and Purple Lines. These schedules are indicative information, provided to the Consultant for general understanding of the nature of the Services. In any case, these attachments shall not obligate the Owner in any way.

NTA’s Project Description

- 1.3. The execution of the Owner's projects is managed through engagement with Project Management Companies (PMCs), Line Managers, who represent the Owner’s interests and are working in close co-ordination with the Owner’s staff, including consultants and designers.
- 1.4. The Design is prepared by specializing design consultants employed by the Owner. Procurement of the works is then typically progressed through Design-and-Build contracts for the detailed design and construction of the civil works and all supporting systems.
- 1.5. It is emphasized that the Owner maintains the right to procure the Services through any manner of contractual framework. The Consultant shall be obliged to operate in whichever contractual framework is selected by the Owner.

2. The Services – Objectives

- 2.1. The Consultant will be required to perform its professional Consultancy Services, general and comprehensive, upon request of the Owner, with regard to any of the projects promoted by the Owner, including but not limited to the Tel Aviv Metropolitan Light Rail Transit (and any extension thereof) and Metro Lines.
- 2.2. The Consultant’s services shall include, inter alia, design review, professional advice and assistance, utilizing strategic management, international knowledge, experience, benchmarking and best practice services in the following disciplines:

- 2.2.1. Civil design related projects being promoted by the Owner. This includes, but not limited to, underground and at grade civil works, for example: tunnels, bridges, underground stations and at grade stops, control buildings, Advance Works such as utilities relocation etc.
- 2.2.2. Rail and non-rail Systems that support the operation and maintenance of Transit Transportation Projects being promoted by the Owner. These Systems shall include, inter alia, the following: (1) Power Distribution, Traction Power and OCS; (2) Track and alignment; (3) Signaling and Train Control; (4) Rolling stock, depot equipment, and maintenance fleet; (5) Communications/Controls (communication backbone network, radio, public information system, video surveillance, Cyber systems); (6) Fix Mechanical, Electrical and Plumbing system (elevators, escalators, plumbing, tunnel ventilation system, HVAC, platform edge screen doors, Building Management system); (7) Traffic and priority control system; (8) Smoke and Fire detection system and Fire suppression system; (9) IT infrastructure and systems for operational of the Control Center (such as SCADA and Video walls) – all as further specified in Section 3.3 below (the: "**System(s)**"); (10) Smart Ticketing Systems/ Fare Collection System.
- 2.2.3. Cost and budget and schedule verification which includes both engineering and managerial considerations.
- 2.2.4. General and comprehensive consulting, including inter alia, the following subjects and tasks: formulating high-level strategy, policy development and optimal approach in various situations; professional input and demonstration of codes of practice, and international standards; value engineering; compliance with the up-to-date Owner's Policies, as updated from time to time. All for the optimal implementing the Project.
- 2.2.5. Consulting with regards to differences between professional reports and/or submissions provided by other consultants working on behalf of the Owner, including, inter alia the Line Managers and others. The Consultant may be required, as part of a Task Order, to provide a professional opinion regarding such differences for the purpose of mitigation. The Consultant may be required to participate in discussions regarding mitigation of such differences, including directly with the relevant parties.
- 2.2.6. Comprehensive climate change consulting ("**Climate Change Consulting**") regarding the various disciplines of the project, as set out in this Appendix 1 (Scope of Services).
- 2.2.7. The Owner may request the Consultant's Services regarding one or more of the various disciplines as detailed above, and throughout this **Appendix 1**, to the extent as set by the Owner, according to the relevant project and phase.

2.3. Whilst performing the services in the best professional manner, the Consultant, is required to recognize the overriding importance to the Owner of completing the Project within the required timeframe. Where it could reasonably be apparent to the Consultant that his comments may cause protracted delay to the approval of Deliverables and hence the implementation of the works, the comments shall include reasonable suggestions for amendments, which could be made by the designer to satisfy the Consultant's concerns and expedite the approval process. **The comments shall include a detailed analysis of cost and budget implications.**

2.4. The Consultant will be expected to work in co-operation with other consultants, designers, and reviewers, either employed by the Owner, PMC or by the relevant contractors employed by the Owner.

3. Scope of Services

3.1. General Responsibility

The Consultant will be required to review a wide variety of Deliverables according to the instructions of the Owner and in accordance with the Owner's Policies. The Consultant shall provide the Owner with its professional opinion regarding such Deliverables, including assistance in issuing audit reports and professional responses in order to ensure that the Project is performed according to and will meet all of the Owner's Requirements for safety, functionality, RAM (Reliability, Availability, Maintainability), KPIs (key performance indicators), compliance with relevant Codes of Practice, value engineering, Contracts and international Standards, and Owner's policies as will be provided to the Consultant from time to time. To that end, the Consultant shall, inter alia:

- 3.1.1. Carry out a comprehensive examination of all aspects of the design, confirming that it complies with the Owner's Requirements; this task will include the following main steps:
 - a. requirements and derived requirements identification (comparing product with contract requirement);
 - b. requirements and derived requirements classification (identifying what has been provided contractually);
 - c. requirements and derived requirements verification (design functionality and technical suitability reviewing).
- 3.1.2. Be responsible for reviewing the Design Documents with due professional skill and care;
- 3.1.3. Be responsible for the examination of the Deliverables in accordance with the Owner's Policies, as well as the responsibility to identify and notify of any deviation from the Owner's Policies.
- 3.1.4. Be entirely independent of the other consultants, designers, reviewers,

suppliers, contractors or sub-contractors whose work is under review, (avoiding any appearance of conflict of interest. In the event that a concern of a conflict of interest arises with regard to a specific task, the Consultant shall request the Owner's written approval in advance regarding the specific task);

- 3.1.5. Review the design in terms of correctness of calculations and quantitative demonstrations, completeness of contents, quantities, functionalities, etc.;
- 3.1.6. Verify that the design is in full compliance with the Owner's applicable requirements, in particular regarding:
 - a. Functionality;
 - b. Quality of Public Services;
 - c. Safety;
 - d. Upgradeability;
 - e. Compliance with local codes, rules and regulations;
 - f. Correctness and adequacy;
 - g. Value engineering (practicality and economically);
 - h. Carry out design inputs relevant to the constructability of the project.
 - i. Carry out design changes review within the Delivery (construction) period.
- 3.1.7. The Consultant shall provide the Owner with leadership and functional support including, inter alia, preparation of a submission and evaluation program, monitoring tools, contract oversight and the review and acceptance of other consultants deliverables during the term of their agreements with the Owner.
- 3.1.8. The Consultant shall act as an expert reviewer.
- 3.1.9. The Consultant shall support the Owner in designing and implementing a Network "thinking", including inter-alia interoperability between lines (both Metro and LRT), physical connection and systems connection between lines, uniformity and/or identical design specification.
- 3.1.10. The Consultant shall support the Owner in designing and implementing client level assurance, i.e. assurance of organization and project outcomes.
- 3.1.11. The Consultant shall provide the Owner with professional advice and assistance with respect to any other issue or matter of the programme as determined by the Owner from time to time (at its sole discretion and according to its needs).
- 3.1.12. The Consultant shall provide the Owner with Climate Change Consulting with regards to various aspects of the Owner's projects.

- 3.1.13. The scope of services may include the performance of research, analyses, peer reviews, market studies, etc., and the compilation of reports and presentations.

3.2. Design deliverable to be reviewed by the Consultant

Deliverables to be reviewed by the Consultant will include, but not limited to, the following:

- 3.2.1. Design Reports and calculation;
- 3.2.2. Design Drawings;
- 3.2.3. Requirements and derived requirements;
- 3.2.4. Specifications; performance requirements;
- 3.2.5. Bim model including *inter alia* clash reports, inconsistencies;
- 3.2.6. Tender documentation including contract documents, management plans, specifications/performance requirements, methods of payment and bill of quantities, DB, BOT, Turn-key;
- 3.2.7. Method statements including QC plan;
- 3.2.8. Value engineering reports;
- 3.2.9. Remedial plans during construction;
- 3.2.10. Proposals for materials and special equipment for construction;
- 3.2.11. Construction and Production methods, “For Construction” Design and detailed shop drawings;
- 3.2.12. Construction schedules.
- 3.2.13. Professional advice and assistance, determining and formulating the high-level optimal approach to the implementation of the Project utilizing strategic management, international knowledge, experience, benchmarking, and best practice, in relation to complex and/or high-risk Owner areas and functions, including (inter alia) the following subjects:
 - a. Finance, budgeting, and financial modelling;
 - b. Operations and maintenance;
 - c. Integration;
 - d. Rail and non-rail systems;
 - e. Requirements;
 - f. Organization (Project) development and planning;
 - g. Project outcomes assurance;
 - h. Contract management;
 - i. Project delivery strategy;
 - j. Land value capture and transit-oriented development (LVC/TOD);

3.3. List of relevant engineering disciplines for the Services

- 3.3.1. Disciplines for which the Consultant is required to perform the services shall include all civil, mechanical, electromechanical, electrical, system engineering aspects/disciplines such as the following, which shall not serve as an exhaustive list:
- 3.3.2. Civil Engineering - Buildings, Stations, Portals, Chambers, shafts, Hubs, Fencing, Noise barriers. All types of tunnelling design with all kinds of construction methods (TBM, CTM, Pipe jacking, Cut and Cover etc.) including tunnelling planning, stages and schedule, launching shafts, and excavation waste disposal;
- 3.3.3. Structural design of civil engineering works, principally steel or reinforced concrete at underground and at grade;
- 3.3.4. Tunnel Walkway System and Tunnel cross passages;
- 3.3.5. Geotechnical design (slope and embankments stability, foundation of structures, rail tracks and roads, all types of retaining structures etc);
- 3.3.6. Monitoring of construction works for ground and building movements;
- 3.3.7. Environmental design;
- 3.3.8. Architectural design;
- 3.3.9. Geological;
- 3.3.10. Hydrogeological aspects;
- 3.3.11. Electric Power –Traction and Auxiliary power supply, Bulk power supply, Traction power conductor system, Electric Simulations, Electrical Utilities (non-traction power) power system, Electro Magnetic Compatibility/ Electromagnetic Interference (EMI/EMC), OHLE, Earthing and Bonding, Stray Current and Stray Current Control System, SCADA, Low voltage power and Electricity Distribution system, UPS;
- 3.3.12. Fixed Mechanical & Electrical – Lighting, Elevators, Escalators, Lifts, Tunnel Ventilating System, HVAC, Platform Edge Screens & Doors, SCADA, Mechanical, Electrical Plumbing (MEP), dynamic and static Electronic Signage System for operational, public, and administrative needs (wayfinding, evacuation routes, hazards etc.);
- 3.3.13. Control & Communications – Communications Backbone Networks, Radio Systems (Digital Mobile Radio System (DMRS) LTE, Emergency Agencies Radio System (EARS), Wideband Wireless Radio System (WWRS) LTE), Telephone and Help Point System, SCADA Systems, Public Address system (PAS), Video Surveillance System, Passenger Information Display System (PIDS), Information Security System, Window Intercom System, Advertising Display System (ADS), Customer Relationship Management (CRM),

Customer Services Management Oriented Applications (CSMOA), Automatic Fare Collection (AFC) – Ticketing System, Master/Slave Clock System, Maintenance Management Information System, Rolling Stock On-Board Control & Communication Systems, Data transmission and storage Infrastructure system and Main/Secondary Data Center (MDC/SDC), Information Security Systems (ISS), Communications distribution system, Data synchronization and orientation systems, Geographic Information System (GIS), Central Clock Systems (CCS), Network, Line, and facilities management and control systems, Communications Network Management System (CNMS), Power Supervisory Control & Data Acquisition (PSCADA), Facilities supervisory Control & Data Acquisition (FSCADA), Video Surveillance System (VSS), Incidents (Events) Management System (IMS), Telephony and Help Points system (TAHPS), Unified Recording System (URS), Railway Scheduling System (RSS), Operation Control Centers (OCC, SCC, DCC and TCC), Maintenance Management Information System (MMIS), Fire Safety System (FSS), Platform Edge Screen Doors (PSDs), Security management system, Physical Security Information Management (PSIM), Access Control System (ACS), Burglar Alarm System (BAS), Perimeter Intrusion Detection System (PID);

- 3.3.14. Fleet – Passenger rolling stock, Car body frame, Propulsion system, Wheels, and boogie system, Braking and air system, On-Board communication and control Systems, Rolling Stock Systems, Maintenance vehicles (“yellow plants”) ;
- 3.3.15. Depot System – Depot equipment, Depot facilities, Depot infrastructure, Depot Services;
- 3.3.16. Earthworks - Ground conditions surveying and monitoring, cuttings, fillings, ground retaining structures, (e.g., retaining walls), soil stabilization and reinforcement;
- 3.3.17. Drainage and wastewater - surface and subsurface drains, flood protection, water degradation, water infiltration, ground water measurement and water quality, culverts, Tunnel drainage etc;
- 3.3.18. Temporary and permanent (final) traffic arrangements and traffic lights design;
- 3.3.19. Bridging;
- 3.3.20. Gauging;
- 3.3.21. Communications Management;
- 3.3.22. Integration;
- 3.3.23. Architectural and Structural Security (ASS);
- 3.3.24. Construction site and access roads;

- 3.3.25. Cable routes - service and jointing pits, Conduits, Cable ladders and trays, for Bulk, Traction, Utilities power, signaling, control, Communication, and facility services;
- 3.3.26. Track Works - including all subsystems and elements related to railway track: alignment, structure, baseplates, fastening system, sleepers, rails, joints, and so on, for mainline and sidings/depot area, track slabs, special track works including all the variety of elements related to Switching and Crossing (S&C) – turnouts, diamonds, slips and all the relevant subsystems and elements, noise and vibrations aspects;
- 3.3.27. Signaling & Train Control - communication (Automatic Train Control (ATC), Automatic Train Protection (ATP), Automatic Train Operations (ATO), Automatic Train Supervision (ATS)), onboard signaling infrastructure, Interlocking (IXL) physical route infrastructure;
- 3.3.28. Fire Life Safety – Smoke & Fire Detection System, Fire Suppression Systems, Fire management system, Tunnel Ventilation System (TVS), etc;
- 3.3.29. System Assurance (RAM) and Safety;
- 3.3.30. Any other related service and/or discipline not mentioned above;
- 3.3.31. Testing and commissioning;
- 3.3.32. Climate Change Consulting, as detailed herein.
- 3.3.33. It is emphasized that the Consultant may be required to provide reviewing expertise and service for Systems other than those listed above.

4. **Climate Change Consulting**

- 4.1. The Consultant shall provide the Owner with its professional Services regarding Climate Change Consulting (“**Climate Change Consulting**”), inter alia, according to the following details:
 - 4.1.1. Consultation regarding adaptation of civil engineering of LRT and/or metro projects to climate changes phenomena, including all associated facilities such as technical rooms, depot complexes, and storage complexes;
 - 4.1.2. Characterization of the climate changes phenomena relevant to the Owner's activities and projects. Analyzing impact of climate changes on various aspects of the Owner’s activities and projects. Proposition of solutions to address identified climate-related phenomena and evaluate the integration of these solutions into the lifecycle of the Owner's activities and projects;
 - 4.1.3. Consulting regarding the implementation of green construction practices, in civil engineering projects, suitable for dealing with climate change phenomena;
 - 4.1.4. Development of key performance indicators (KPI), criteria, work methods,

and implementation plans to coordinate efforts between suppliers and the Owner's systems;

- 4.1.5. Formulating strategy to mitigate the Owner's impact on climate change both locally and globally;
 - 4.1.6. Performing supreme supervision on the implementation of solutions addressing climate change phenomena within the Owner's facilities and supply chains;
 - 4.1.7. Conducting designated seminars on the subject for relevant NTA employees and/or anyone on its behalf, with regards to the relevant stages of the Owner's project.
 - 4.1.8. Engaging in research and development activities including creation of mock-ups and/or participation in pilots related to the Owner's projects.
 - 4.1.9. Consultation regarding annual and multi-year work plans and budget preparation for integration of climate change solutions within the Owner's activities and/or projects.
 - 4.1.10. Provide expertise and services beyond those listed above.
- 4.2. Without derogating from the provisions of Section 8 below, in order to provide the Services regarding Climate Change consulting as part of the Task Order(s) that may be provided to the Consultant at any time during the Term of the Agreement, the Consultant shall be required to provide one or more professional Personnel with relevant experience in Climate Change Consulting. The experience shall be with regards to an electrified railway project, and shall include the following: Mapping natural climate change phenomena relevant to the project; Assessing the impact of climate change on the specific project throughout its lifecycle (including Development phase, Construction phase, Operation and Maintenance phase), and recommending strategies to address identified phenomena; Performing cost-benefit analyses for the proposed solutions; Developing work plans and providing consultation for creating budgets for annual and multi-year bases to implement measures and work methods to address the phenomena; Conducting ongoing surveys and studies to support these efforts.

5. Typical Design Stages

- 5.1. Design carried out by the Owner will generally be conducted according to the following stages as a minimum:
- 5.1.1. **Initial Design Stage** - is intended to generate an updated baseline design, taking into consideration the statutory design as validated by the National Infrastructure Commission (VATAL) and all other considerations and updates that will be provided to the Consultant. The Consultant is expected to produce

concept level reviewing of the Design Plans and Design Basis Reports, including the technical content and the compliance with the Owner's Policies.

- 5.1.2. **Intermediate Design Stage** - is derived from the Initial Design and advances it, increasing the level of detail of the design (aligned with the Design Task Guide). It is intended to provide sufficiently detailed baseline technical information that supports the development of the work definition, Project Estimate, Project Schedule, risk assessments, etc. required as part of the Gateway stage. The consultant is expected to verify compliance with the Design Basis Reports, the requirements of the Initial design stage, and to confirm compliance with the Owner Requirements.
- 5.1.3. **Reference Design and Performance Specifications** - the purpose of the Reference Design and Performance Specifications is to set the technical requirements and performance basis of the Project that is to be procured in accordance with the Procurement Strategy. The level of detail and additional specifications and documentation included in the Reference Design and Performance Specifications (which will be based on and a further development of the Intermediate Design) are intended to make clear to Bidders in the Infra #1 and Infra #2 tenders (for this purpose: “contractors”) which components of the project are already fully defined by the Owner, and which components the contractors will be entitled or required to develop further and optimize under its/their contract(s).
- 5.1.4. **Detailed Design and/or “For Construction” Design Stage** - is intended to provide technical outputs at a final level of maturity which does not require any further development or advancement of the design, and to enable the works to be constructed. The Consultant is expected to review the detailed Design and “for Construction” Design (including detailed shop drawings, working drawings) in order to ascertain compliance with the verified Reference Design, and to confirm compliance with the Owner Requirements.

- 5.2. The Owner can change the design stages in every specific project. The Consultant is required to maintain continuity of reviewing staff to follow the elements of design through all the design stages as it is progressively developed.

6. Reviewing schedules and documentation

- 6.1. The overall duration of the reviewing services with regard to each task order to be given to the Consultant shall be defined by the Owner and notified to the Consultant.
- 6.2. The Consultant shall provide any product of its work to the Owner in a clear, integrated, coordinated and orderly manner, on customary formats.
- 6.3. Reviewing Reports, professional opinion and any other product requested from the Consultant shall be produced for each item reviewed, to describe the following.

7. Medium of exchange of information

Wherever the material to be reviewed, the review comments and other documents shall be exchanged by electronic means. The Consultant must be experienced and proficient in the use of all commonly used software for this purpose including reading drawings produced in AutoCAD format, Aconex EDMS, and must have profound and comprehensive experience in BIM environment. It should be noted that the Consultant shall bear any cost or payment related to the licensing and/or authorization for the use of the software mentioned above.

8. Consultant's Personnel

- 8.1. For every discipline presented in the scope of work, the Consultant shall nominate if required to do so by the Owner - a suitable reviewer which shall demonstrate at least 7 years of relevant professional experience in the discipline intended to be designed reviewed and verified.
 - 8.2. The Consultant shall be entitled to nominate, professional designers/consultants which are not employed by it (Sub-Consultants) as long as those shall be approved by the Owner.
 - 8.3. Offshore Personnel may generally work from their home office although visits to Israel may occasionally be necessary – subject to the Owner's requests where face-to-face meetings are needed in order to resolve particular issues.
9. Without derogation from the above, the Scope of Services may include additional types of services, even if they are not explicitly mentioned in this Appendix, insofar as they arise from the scope of this Appendix or are necessary for the execution of the Services.

TEL AVIV METROPOLITAN AREA - METRO TRANSIT SYSTEM



Metro Lines

M1

Line Length - 85 KM

1 million daily passengers

62 Stations

M2

Line Length - 26 KM

540,000 daily passengers

22 Stations

M3

Line Length - 39 KM

480,000 daily passengers

25 Stations

LRT Lines

Red Line

Line Length - 24 KM

240,000 daily passengers

34 Stations

Green Line

Line Length - 39 KM

180,000 daily passengers

62 Stations

Purple Line

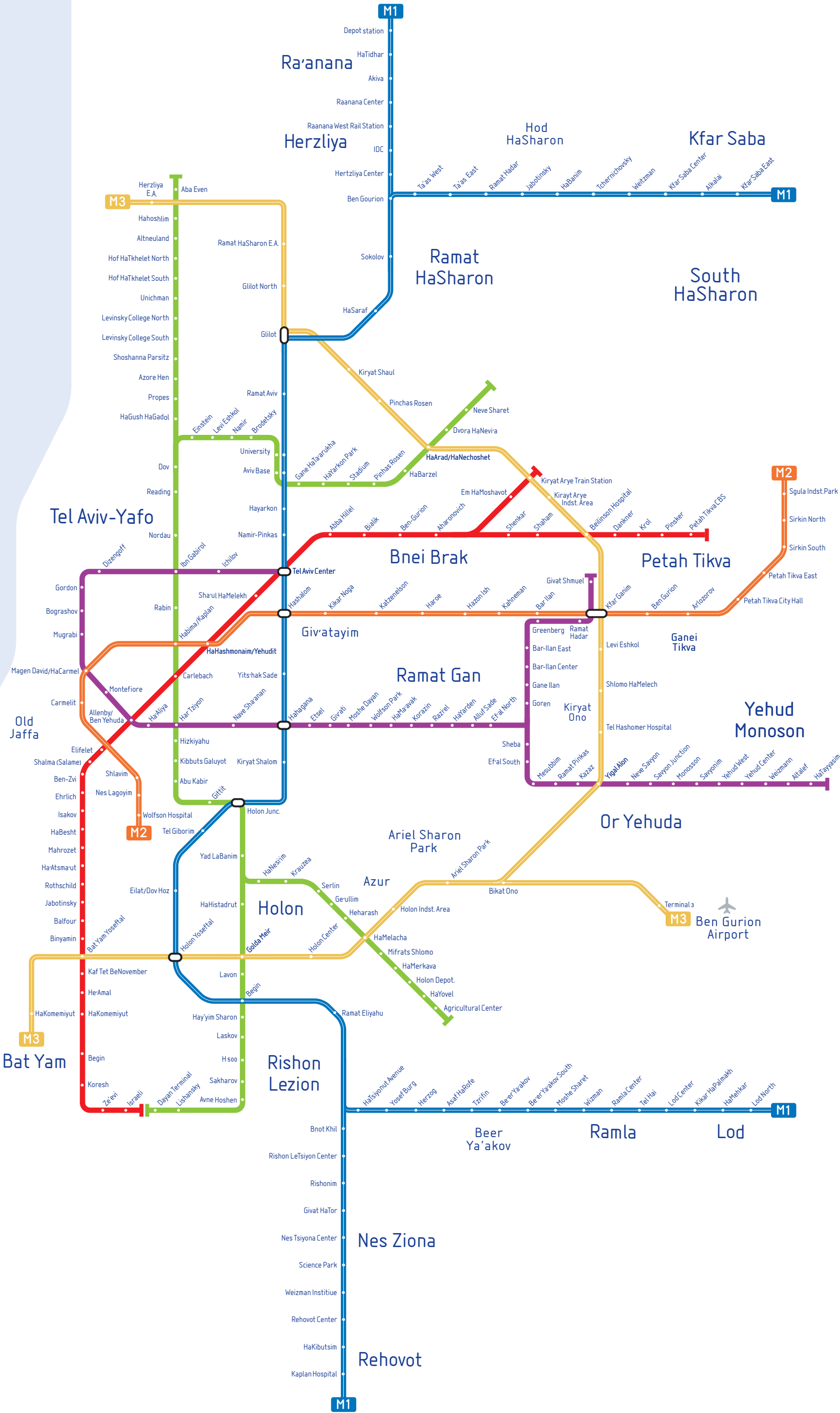
Line Length - 27 KM

180,000 daily passengers

43 Stations

Transport Hub

Station



Design Consulting Services Agreement

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. Cover and include any and all direct and indirect taxes (including value added tax), withholdings, duties, charges, fees, levies and other compulsory payments and dues; and
- 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.
- 1.4. Any and all amounts and payments under or pursuant to the Agreement shall be payable in USD or Euro only, in accordance with **Tender Form "D"**.

2. **Consideration for the Provision of the Services - Hourly Rates**

- 2.1. 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 "D"** (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.

- 2.2. Any deployment of the performance of the Services by the Consultant shall be subject to a specific “Task Order” for a specific assignment, to be issued by the Owner, and which shall specify, *inter alia*, the grades of the Personnel to be engaged in the execution of the assignment.
- 2.3. Pursuant to the provisions of Section 3.3.9 of the Agreement, the payment of the Hourly Rates to the Consultant for the performance of its Services shall be subject to the Confirmed Scope for Task Order to be issued by the Owner. Accordingly, the Consultant will not be entitled to any consideration for work hours exceeding the Confirmed Scope for Task Order, unless with the Owner’s prior written approval.

3. **Consideration for arrival to Israel**

Without derogating from Section 3.2.4 of the Agreement, during the Performance of the Services, the Consultant and/or anyone else on its behalf, may be requested to arrive to 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)	The lower of: (i) USD 220 (two-hundred and twenty US dollars) per person per night; and (ii) the actual expenditure for hotel accommodations.
Subsistence in Israel	The lower of: (i) USD 70 (seventy US dollars) per person per day; and (ii) the actual expenditure for subsistence in Israel.

- 3.1. Reimbursement of expenses will be subject to the presentation of receipts from the relevant vendors or service providers.

4. **Payment Procedure**

- 4.1. By no later than the fifth (5th) day subsequent to any submission of a Report, the Consultant shall submit a payment request detailing the amount payable to the Consultant in respect of the submitted Report, and in accordance to the Confirmed Scope for Task Order (“**Payment Request**”). Each Payment Request shall include the breakdown of the components comprising the applicable payment amount, as approved in the Confirmed Scope for Task Order (pursuant to Section 3.3.9 above). The breakdown of the Payment Request will include only the Consulting hours dedicated to providing the Services within the Task, excluding any ancillary works as specified, *inter alia*, in Section 1.3 of this Appendix 2 (Remuneration and Payment).

- 4.2. Together with each Payment Request, and as a condition for payment pursuant thereto, the Consultant shall submit a summary of the Services rendered in respect to the specific Task, in the following format, or another format approved by the Owner (“**Task Summary**”):

#	Date	Assignment	Provider of the Service (role of the Provider)	Working hours spent on assignment
1.				
2.				
3.				

- 4.3. The Owner will review the Task Summary and shall either approve it or instruct the Consultant to clarify or amend it, if the Owner is of the opinion that the Task Summary does not accurately represent the manner in which the Services were rendered by the Consultant’s staff during the performance of the Task.
- 4.4. Amounts due and owing to the Consultant will be paid within thirty (30) days after approval of the applicable Payment Request (including the Task Summary) (“**Payment Date**”).

5. **Retention**

- 5.1. The Parties have agreed on retention in the amount of 5% and up to 100,000 USD* to be deducted from each payment made by NTA until the completion of the Services (the end of Term after exercising any option thereof) (the aggregate of all such amounts shall be referred to as the "Retention Amount"), which shall be used as collateral for fulfillment of each of the Consultant's undertakings under the Agreement.

* In the event that the Consultant selected EURO as the Currency of Payment in Section 5 (Currency of Payment) of its Price Proposal (Tender Form “D”), the cap of 100,000 USD shall be converted to EURO in accordance with the provisions of section 6.1 below.

- 5.2. The Parties have further agreed that the Consultant may request to release the Retention amount following the elapse of two (2) months from the end of the Term.
- 5.3. For the removal of doubt, the Retention Amount shall not be adjusted to any index or adjustment mechanism.

6. **Adjustment of Payments**

- 6.1. In the event that the Consultant selected EURO as the Currency of Payment in Section 5 (Currency of Payment) of its Price Proposal (Tender Form “D”), the exchange rate between USD and EURO shall be the official exchange rate published by the European Central Bank on the Signature Date.
- 6.2. All payments made to the Consultant shall be linked and adjusted as follows:
 - 6.2.1. If the currency of payment is EURO – to HICP.
[HICP- European Union– 27 Countries (From 2020)]
 - 6.2.2. If the currency of payment is USD – to US CPI.
- 6.3. The “**Base Index**” shall mean the HICP or US CPI (as applicable) known on the Bid Submission Date.
- 6.4. Each payment to the Consultant shall be linked to the HICP or US CPI (as applicable) known on the last day of the calendar month prior to the date of the relevant Payment Request (the “**New Index**”).
- 6.5. By way of an illustrative example: Adjustment of payments for a Payment Request submitted on 5 May 2023 for payments related to Services provided during April 2023 will be calculate in accordance with the published indices and exchange rates published on 31 April 2023.
- 6.6. If the New Index is higher than the Base Index, the payment to the Consultant shall be adjusted to reflect the increase (in percentage points) of the New Index as compared to the Base Index.
- 6.7. If the New Index is lower than the Base Index, the payment to the Consultant shall be adjusted to reflect the decrease (in percentage points) of the New Index as compared to the Base Index.

Design Consulting Services Agreement

Appendix 3 – Non-Conflict Interest Undertaking

NON-CONFLICT OF INTERESTS UNDERTAKING

*(To be executed by each Personnel employed by the Consultant
including its Sub-Consultant if approved by the Owner)*

Date: _____

To:
NTA – Mass Transit Systems LTD.
26 Harokmim St.
Holon, Israel

Dear Sir / Madam,

Re: Non-Conflict of Interests Undertaking

For the matter of this Non Conflict of Interest Undertaking the terms "consultant" and "Sub contractor" shall be deemed to include any affiliated entity, including any entity under the control and any entity exercising control over such respective entities.

I the undersigned, [*name of Consultant's Personnel, employee or Subcontractor*]
_____ holder of ID / Passport / Company No* _____, am an
employee / a Subcontractor * of [*name of the Consultant*] _____ (the
"Consultant").

The undersigned, hereby issues this undertaking.

The undersigned, hereby warrants, represents, covenants, and guarantees all of the following:

1. That there is no, and there will be no, throughout the term of the Agreement, any conflict of interests between any other activities or obligations of the undersigned or anyone on its behalf and their obligations and undertakings under the Agreement.
2. To refrain from, and to cause all relevant Personnel (as applicable) to refrain from any action that may involve a conflict of interests between performing the duties under the Agreement and performing any other duty or commitment of the undersigned or anyone on its behalf, directly or indirectly.
3. Not to engage or be engaged, nor to provide services of any kind, directly or indirectly, by itself or by anyone on its behalf, to any other consultants and contractors engaged in connection with the Services or any one on their behalf.
4. Not to employ or engage, with respect to the Services, any employee, consultant or expert of NTA (as applicable), who was or still is employed or engaged by NTA, without NTA's prior written approval.
5. Not to provide any third party, including other consultants of NTA or anyone acting on their behalf, with any service or information regarding the Services and any other service in connection with any other action pertaining directly or indirectly to the Services, whether the service or such information is provided for a reward or not, except for the

Services on behalf of NTA, which expressly apply to it under the Agreement, unless NTA has given its prior written consent to it, given in its sole discretion.

6. To inform NTA about any concern for a possible conflict of interests, in accordance with the provisions of this Non-Conflict of Interests Undertaking and the Agreement, and to act in accordance with NTA's instructions to prevent such conflict of interests.
7. The provisions of this Non-Conflict of Interests Undertaking will remain in full force and effect for an additional period of twenty-four (24) months following the termination of the Agreement for any reason whatsoever, with respect to each and any part of the Services performed by the undersigned under the Agreement, unless NTA directed otherwise in writing following the undersigned's prior written request, at NTA's sole discretion and determination.
8. The Laws of the State of Israel shall apply to this Non-Conflict of Interest Undertaking, its interpretation and the rights and undertakings of the undersigned and any matter relating thereto or deriving therefrom.
9. The undertakings above are given at 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*



Design Consulting Services Agreement

Appendix 4 – Software Requirements and Document Control

Appendix 4 -Software Requirements and Document Control**1. Definitions**

1.1. In this **Appendix 4** [Software Requirements and Document Control], the following terms shall bear the following meanings:

1.1.1. “**Upgrade**” shall mean a better software, a new release or updated version of software or similar software that the developer of the applicable software license makes available to its supported licensees, for additional fees, which improves or adds product functionality and/or capability.

1.1.2. “**Update**” shall mean any bug fixes or performance or failure corrections or patches for any software that the developer of the applicable software makes generally available, at no additional license fee, to its licensees who have purchased and paid for annual maintenance and support services.

2. Software Requirements**2.1. Consultant-purchased Third Party Software (TPS)**

2.1.1. The software listed in Table 1 below shall be purchased by the Consultant.

2.1.2. The software version shall be compatible with the software version used by the Owner.

2.1.3. The required software version is listed in Table 1 below. However, the Owner may, at its discretion, add to, Upgrade or Update the listed software and/or the listed software version from time to time. In the event that it does so, the Consultant shall add to, Upgrade or Update (as the case may be) its software so as to ensure continued compatibility.

Table 1: Required Software Version

Software	Version
Microsoft Project	2016 or later
Microsoft Office	2016 or later
AutoCAD	2016 or later

2.2. Owner-purchased, Consultant-licensed Software

2.2.1. The software listed in Table 2 and any additions, Updates or Upgrades at the Owner's discretion will be purchased by the Owner. The Consultant shall employ this software on its network infrastructure or via the internet with the user license provided by the Owner. The Owner may, at its discretion, add to, Upgrade or Update the listed software from time to time. In this event, the Consultant shall implement those additions, Upgrades and/or Updates (as the case may be) in accordance with the applicable changes.

Table 2: Owner-purchased Software

Software	Function	# of users provide by NTA
SAP Enterprise Resource Planning (ERP)	Payment processing management	1
SAP Enterprise Resource Planning (ERP)	Risk Management System	
Oracle Aconex	Electronic document management system (EDMS) Project-wide solution	5
Oracle Aconex – Daily Journal	Site diary reporting	

2.2.2. **SAP ERP** – The Owner intends to use (and is already using) SAP ERP software to process payment. To support this, a minimum of one (1) of the Consultant's Staff will be required to be trained by the Owner to use the SAP – ERP system. Connecting to the SAP - ERP system will be through secured solutions provided by the Owner. Some solutions may require installations on the Consultant's computers.

2.2.3. **Risk Management System (RMS)** – The Owner intends to use (and is already using) SAP application as a Project-wide risk management software. The Consultant shall use the same risk management software so as to ensure uniformity in the manner of reporting and presenting data and information.

3. **Electronic Document Management System (EDMS)**

- 3.1. The Owner intends to use (and is already using) a Project-wide EDMS solution using Oracle Aconex software. The Aconex software has an English user interface and can capture text in various languages, including Hebrew.
- 3.2. NTA will provide the Consultant with configured access to the EDMS portal and the Consultant shall use this software for document control purposes and for various reporting processes, as shall be requested or required by NTA from time to time, at its sole discretion.
- 3.3. Documents shall be controlled, captured and uploaded by the Consultant to the EDMS in such a manner that facilitates and enables full, proper and comprehensive reporting and Programme management.
- 3.4. The Consultant shall create user accounts and related permits in the EDMS for all of its management and supporting administrative staff and ensure that they use it for all general and formal correspondence with NTA.
- 3.5. In order to deal with security-sensitive documents and designs, the Owner may, at its sole discretion, require that a further EDMS (in addition to Oracle Aconex) be used. If so required, the Consultant shall employ such further EDMS accordingly.
- 3.6. The Consultant shall not use plain email exchange software (Outlook or other) as a substitute for the usage of the EDMS.
- 3.7. The EDMS shall be the master repository for all types of documentation required by and generated pursuant to the Agreement.
- 3.8. The EDMS shall contain latest versions of the documents, as well as any previous versions and a full audit trail.
- 3.9. The Consultant may use its own internal document control systems for documentation at “work in progress” stages.
- 3.10. The Consultant shall upload to the EDMS and forward by predefined work procedures (including, without limitation, packages and workflows) all Deliverables and other documents which are submitted to NTA.
- 3.11. A coding system, including any metadata, for uniquely identifying all documents and correspondence to be used throughout the Term of the Agreement will be provided by NTA in coordination with the use of the EDMS.

- 3.12. The Consultant shall create an EDMS metadata user guide for use by the Consultant.
 - 3.13. NTA will utilize the EDMS for all its documentation management. All correspondence between the Consultant and NTA shall be by means of the EDMS. This shall include all correspondence both of a contractual and a technical nature.
 - 3.14. Other than communications delivered by hand, post or courier, the EDMS shall be the only valid means of formal communication under the Agreement.
 - 3.15. All communications delivered by hand, post or courier shall also be delivered concurrently via the EDMS.
 - 3.16. A communication sent via the EDMS shall be treated as given or made as soon as the communication is sent by the sender via the applicable EDMS predefined work procedures (including, without limitation, packages and workflows).
 - 3.17. EDMS “letter function” will be disabled and shall not be used.
4. **Using the Owner’s Software and Licenses** – The following shall apply with respect to the Consultant’s use of the Owner’s software and licenses:
- 4.1. The licenses required to use the software may be limited to individual licenses (by the username to which access is granted) or a site license for the entire organization. The Owner’s software providers may restrict the use or transfer of licenses in accordance with their policies and licensing rules.
 - 4.2. Some of the software has been purchased through framework agreements that were priced according to the number of users or the provision of service on a periodical basis. In such cases, the Consultant may use the system without limitation on the number of users.
 - 4.3. Some of the software is Web-based, which requires an internet communication at a required speed and a recent browser version. Other software will require the installation of encrypted access software (such as a virtual private network [VPN]) on a computer running a Microsoft Windows operating system to connect to the service and software. In such cases, the Consultant shall be solely responsible for providing the hardware/software to provide sufficient capabilities to run the required software. The Owner will provide the necessary solutions for remote connection (such as a VPN).
 - 4.4. The Owner shall have the right to access, use and control the Consultant’s computers for the purpose of supporting and/or rectifying software malfunctions.

- 4.5. The Owner may, at its sole discretion, require the Consultant to upgrade the browser version on computers using the Owner's information systems.
- 4.6. The Owner may, at its sole discretion, require the Consultant to increase the upload/download speed of the internet communication to which the computers using the Owner's information systems are connected.
- 4.7. The Owner may, at its sole discretion, require the Consultant to perform point-based tests in the system to upgrade the version currently in use.
- 4.8. The Consultant shall attend training sessions on the proper operation of the software and receive regular updates about the software. Such training sessions will be held at the Owner's or Consultant's offices from time to time, but at least twice in a calendar year.

5. Security Protection and License Rights

- 5.1. The information generated, received and/or sent by the Consultant, whether in its electronic form, as digital files or in hard copy form, shall be kept secure, as set forth below.
- 5.2. The Consultant shall:
 - 5.2.1. Comply with the Owner's security policy as may be amended from time to time;
 - 5.2.2. Use the software in accordance with the licensing requirements of the TPS providers;
 - 5.2.3. Install and maintain recognized professional antivirus software on all computers used by the Consultant to guard against threats posed by new and complex malicious software;
 - 5.2.4. Maintain its networked computers behind hardware firewalls;
 - 5.2.5. Perform regular backups of its data at least once per week;
 - 5.2.6. Ensure that all files submitted to the Owner and/or its agents and representatives are scanned for viruses before being transmitted;

5.2.7. Only use the Owner's Oracle Aconex EDMS to transmit files. However, if during the course of the Programme an FTP server becomes necessary to transmit specific files, the Consultant shall transfer such files using the Owner's secure FTP server; and

5.2.8. Maintain records of the location of all copies of the licensed software.

6. Data Availability from Consultant's System

Without derogating from any other provision of the Agreement, but subject to the Intellectual Property-related provisions of the Agreement, the Consultant shall ensure that all data outputs in a soft-copy version shall be available to the Owner on demand.

7. Obsolescence Review

The Consultant shall carry out an annual obsolescence review and shall update its computer and software systems in accordance with the latest developments to maintain a high standard of technological and software solutions.

8. Document Control

8.1. NTA will provide standard document attributes. The Consultant shall add document attributes as required by NTA.

8.2. NTA will specify the format and the Consultant shall comply with the following:

8.2.1. Numbering system to be implemented;

8.2.2. Document submission protocol (EDMS work procedures, including without limitation packages and workflows);

8.2.3. Metadata to be provided (document attributes);

8.2.4. Predefined work procedures (including without limitation packages and workflows);

8.2.5. Document submission schedules; and

8.2.6. Deliverables list (prepared and submitted pursuant to the provisions of the Agreement).

8.3. All Consultant correspondence shall have only one specific subject matter. To facilitate ease of retrieval, this subject shall appear in the communication's title. When replying to a specific letter, the source shall be referenced.

- 8.4. The Consultant shall provide appropriate access security to maintain confidentiality of the EDMS.
- 8.5. The Consultant shall secure and control access to paper documents and its internal recordkeeping procedures.
- 8.6. All Consultant documents which are issued to NTA, including Subcontractor documentation, shall be given unique numbers and document attributes for searching within the EDMS, as required by NTA.
- 8.7. The Consultant's documents uploaded to the EDMS and forwarded by predefined work procedures shall include document attributes as required by NTA and containing the following as a minimum:
 - 8.7.1. Predefined EDMS work procedures;
 - 8.7.2. To/from contact;
 - 8.7.3. Subject/date/reference;
 - 8.7.4. List of contents;
 - 8.7.5. Document status;
 - 8.7.6. Document version;
 - 8.7.7. Return due date (if applicable);
 - 8.7.8. Media format; and
 - 8.7.9. Authorized representative approval.
- 8.8. Every predefined work procedure shall contain submission details in PDF format by file name. The native file format shall be uploaded to the EDMS.
- 8.9. File names shall be divided according to segments noted in the document number to prevent multiple files with the same name.
- 8.10. Documents names shall be divided into separate segments by attributes.
- 8.11. Where a submittal comprises or contains a report it shall be submitted in the same file.

- 8.12. The Consultant shall provide for NTA's approval a document numbering system, which includes, *inter alia*, NTA's title/number and review status decal blocks on all Consultant's documents.
- 8.13. The Consultant shall comply with NTA's CAD standards and shall use NTA's standard template.
- 8.14. For drawings, NTA's title/number and drawing review status decal blocks shall be placed as close as possible to the Consultant's own number block, in the bottom right hand corner of the drawing. For the support documents, NTA's standard document template, containing title/number and document review status decal blocks shall be used as the front cover of the document.

Design Consulting Services Agreement

Appendix 5 – Information Security Requirements

Appendix 5 -Information Security Requirements

1. Definitions

In this **Appendix 5** [Information Security Requirements], the following terms shall bear the following meanings:

- 1.1 **Information Assets** – A file, record, database, or a physical copy, containing information created or received in the framework of the ongoing operations of NTA and which is valuable for the proper functionality thereof.
- 1.2 **Information Security** – All steps and measures necessary to ensure that the Integrity, Availability, reliability, Confidentiality and survivability of Information Assets will be preserved.
- 1.3 **Confidentiality** – A demand that access to information shall be limited solely to personnel with predefined roles and given permissions accordingly.
- 1.4 **Integrity** – A requirement that information will be complete, reliable and accurate throughout its life cycle.
- 1.5 **Availability** – A requirement that the information will be available to authorized users when they need it.
- 1.6 **Sensitive Information or Confidential Information** – Information which if revealed to unauthorized parties may cause a security risk, privacy infringement, significant business damage to NTA, or constitute a violation under Law.
- 1.7 **Security Incident** – Any occurrence of a Confidentiality, Integrity or Availability violation, or a potential violation, with respect to NTA's Information Assets. Security Incidents shall include both intentional and accidental violations and violations caused by an external attack or an internal factor.
- 1.8 **NTA's Information Environment** – NTA's Information Assets and all infrastructure, devices and components which allow access to such or in which such are created, saved, processed, or transmitted.
- 1.9 **Business Need** – A need arising from the duties and/or obligations to perform the Services.
- 1.10 **Secure Channel** – Protected communication path that can prevent third-party interception or corruption of signals flowing through such.

2. NTA's Information; Security Requirements

2.1 General Requirements

- 2.1.1 The Consultant shall define an Information Security policy compliant with all Laws, the requirements of any Authority and best applicable practice. The Information Security policy shall be applied by the Consultant, the Consultant's Staff and any other person or entity involved in the provision or performance of the Services which has access to NTA's Information Environment.
- 2.1.2 The Consultant shall appoint a designated member of the Consultant's Staff to be responsible for NTA's Information Security.
- 2.1.3 The Consultant shall be responsible for preventing leakage of NTA's Information Assets to unauthorized parties.
- 2.1.4 The Consultant shall immediately notify NTA of any Security Incident or suspected Security Incident. NTA and the Consultant shall cooperate in the investigation and treatment of any such Security Incident.
- 2.1.5 Upon NTA's prior request, the Consultant shall permit and allow NTA and any and all of its agents and representatives to monitor, review, assess, audit and/or verify compliance with the requirements set forth herein. The Consultant shall cooperate with any such monitoring, review, assessment, audit and/or verification and shall grant access to any and all documents and records relevant to such.
- 2.1.6 Where encryption is required, encryption methods and keys shall be in accordance with best applicable practices and shall be approved in advance by NTA.

2.2 Human Resources Information Security

- 2.2.1 Subject to all applicable Law, the Consultant shall be responsible for performing background checks of anyone on its behalf authorized to access NTA's Information Environment.
- 2.2.2 The Consultant shall perform and implement activities to raise awareness of Information Security by all persons and entities involved in the provision and performance of the Services.

- 2.2.3 The Consultant shall ensure cancellation of privileges and return of records, documents, deliverables, information and data containing NTA's Information Assets by any member of the Consultant's Staff upon completion of his/her role in the provision and performance of the Services or upon his/her replacement.

2.3 Physical Security

- 2.3.1 All components and devices where NTA's Information Assets are stored and processed shall be protected from environmental damage (flood, fire, etc.) in accordance with recognized international standards.
- 2.3.2 Physical access to NTA's Information Environment shall be limited to persons and entities with Business Needs. NTA's Information Environment shall be protected from access by unauthorized parties by an access control arrangement (cards, controlled doors, credential management, etc.).
- 2.3.3 Hard copies of NTA's Information Assets and removable media containing the information shall be stored securely.
- 2.3.4 Hard copies of NTA's Information Assets and removable media containing obsolete information shall be shredded or destroyed by way that will prevent and disable the possible restoration of the information.

2.4 Transfer of Sensitive Information between the Consultant and NTA

- 2.4.1 Transfer of digital data between the Consultant and NTA or between the Consultant and any one on its behalf shall be implemented via a Secure Channel only, to be defined and agreed with NTA in advance.
- 2.4.2 Information on physical means (hard copy, removable media) shall be given directly to a representative of NTA or via a transfer process to be defined and agreed with NTA in advance.
- 2.4.3 Data delivered on removable media must be encrypted. The encryption key shall be provided to the receiving party separately.
- 2.4.4 When copying data to removable media, the Consultant shall ensure effective deletion of all copies on the Consultant's infrastructure.

2.5 Information Storage

- 2.5.1 In general, all information shall be stored on the servers of the Consultant's internal network rather than at the endpoints.

2.5.2 Where there is a Business Need to keep sensitive NTA's Information Assets on a laptop, the files or the hard drive must be encrypted.

2.5.3 Upon the expiry, completion, termination or cancelation (as the case may be) of the Agreement, the Consultant shall ensure the transfer and return of all NTA's Information Assets and shall permanently delete all copies from the servers of the Consultant. A record (log) of the deletion of information shall be saved by the Consultant.

2.6 Backup and Recovery

2.6.1 The Consultant shall be responsible for all data backup. Backups containing Sensitive Information shall be secured and accessed only pursuant to Business Needs.

2.6.2 Where backup media is encrypted, the encryption keys shall be stored separately from the media.

2.6.3 The Consultant shall develop, define and maintain business continuity and disaster recovery plans.

2.7 Network Security

2.7.1 Access to NTA's Information Environment will be possible only through a secure connection, using Multi-Factor Authentication.

2.7.2 It is highly recommended that access to NTA's Information Environment shall be implemented through LAN communication only. If Wi-Fi access is needed, the following actions shall be taken to keep security risks to a minimum:

2.7.2.1 The Wi-Fi network shall be separated from the non-relevant network segments;

2.7.2.2 No Access shall be approved from the Wi-Fi segment to the internet;

2.7.2.3 Default routers management passwords shall be changed to meet the minimum requirements described in the user access paragraph;

2.7.2.4 Wi-Fi routers remote management access shall be disabled;

- 2.7.2.5 SSID broadcast shall be disabled;
- 2.7.2.6 Updated encryption algorithm with a complex passphrase shall be used;
- 2.7.2.7 Logs and monitor shall be applied for the Wi-Fi network.
- 2.7.3 NTA's Information Environment shall be separated either physically or logically from environments of other customers.
- 2.7.4 NTA's Information Environment shall be protected by the following security mechanisms at a minimum:
 - 2.7.4.1 Network firewall - traffic shall be enabled only pursuant to a Business Need;
 - 2.7.4.2 Intrusion Prevention/Detection System (IPS/IDS);
 - 2.7.4.3 Web Proxy Servers;
 - 2.7.4.4 DDOS Protection;
 - 2.7.4.5 Application Firewall (for applications exposed to the internet);
 - 2.7.4.6 DLP – Data Loss Prevention;
 - 2.7.4.7 File filtering mechanism;
 - 2.7.4.8 Control and limited access to suspicious websites online by Blacklist and/or - Web content filtering and/or Category Based Filter and/or anti-malware mechanisms of the relevant protocols.

2.8 Access Control

- 2.8.1 Accessing NTA's Information Environment will require authentication and shall be limited to a Business Needs basis.
- 2.8.2 User privileges shall be allocated according to need and according to business principles "need to know" and "least privilege".

- 2.8.3 Strong privileged user accounts (e.g. administrator) will be allocated to the minimum required number of users. The use of such accounts shall be audited and monitored.
- 2.8.4 A unique user ID shall be assigned to any authorized person with access to NTA's Information Environment. The use of a group account or a shared account in NTA's Information Environment is prohibited.
- 2.8.5 The accounts of persons no longer involved in the performance of the Services shall be blocked or canceled.
- 2.8.6 The Consultant shall enforce a strong password policy:
 - 2.8.6.1 Passwords length will be at least eight (8) characters;
 - 2.8.6.2 Passwords shall contain a combination of uppercase and lowercase letters, numbers and symbols.
- 2.8.7 Replacement of the initial password (provided by the network administrator/system) will be enforced. A permanent password will be generated immediately after the first login.
- 2.8.8 Password replacement will be enforced every three (3) months, at the least. The user will be required to choose a new password which is not identical to one of his/her last three (3) passwords.
- 2.8.9 Cryptographic protection for passwords will be implemented, both in storage and in transit. The protection method will be congruent to the latest recommendations in the field.
- 2.8.10 Inactive session shall be terminated automatically after twenty (20) minutes. Reconnection shall require the user to log in again.
- 2.8.11 User accounts shall be locked after six (6) failed access attempts. Unlocking shall be possible only after the elapse of not less than thirty (30) minutes or by an administrator, after completion of user authentication.
- 2.8.12 All remote access connections to NTA's Information Environment will be on an encrypted channel (such as SSL VPN) and shall require multi-factor authentication. For example, a user password + MFA.

2.9 Servers and Endpoint Security

- 2.9.1 The Consultant shall configure and harden all servers and endpoints used for NTA's Information Environment in accordance with manufacturers' instructions or best applicable practices, all as shall be approved in advance by NTA.
- 2.9.2 Applications, services, ports, modules, components, etc., which are not defined as necessary for operation shall be blocked or disabled.
- 2.9.3 All default vendor accounts and passwords for all components on NTA's Information Environment (operating system, software components, communications components, etc.) shall be removed or blocked and replaced with designated accounts of the Consultant and strong passwords.
- 2.9.4 Critical security updates for software components and operating systems in NTA's Information Environment shall be installed upon their date of publication and by no more than thirty (30) days thereafter. Non-critical updates shall be installed in a timely manner.
- 2.9.5 Automated tools for protection against malware shall be installed on all servers and endpoints in NTA's Information Environment. The Consultant shall ensure that the tools are updated at all times.
- 2.9.6 Control and limitation of software installation on endpoints connected to NTA's information environment (application control) shall be implemented.
- 2.9.7 The autorun feature shall be blocked on both servers and endpoints.
- 2.9.8 A personal firewall shall be activated at all endpoints. Devices, which connect to NTA's Information Environment, shall be under the control and management of the Consultant, including control over the configuration settings, the installed software and the level of security patches update.

2.10 Removable Media Usage

- 2.10.1 Usage of removable media on NTA's Information Environment shall be allowed only pursuant to the "software whitening" process (scanning and filtering of files prior to their placement in the information environment).
- 2.10.2 Removable media containing information classified as Confidential Information shall be encrypted.

2.11 Monitoring & Control

- 2.11.1 The following elements shall be recorded in the events log at a minimum: server's operating system; service application (where relevant); security mechanisms (firewall, IDS / IPS, Application Firewall, Web Proxy, anti-malware, DLP).
- 2.11.2 Event logs shall include the following events at a minimum:
 - 2.11.2.1 Successful and failed login attempts;
 - 2.11.2.2 Disconnection from the system;
 - 2.11.2.3 All actions performed by a privileged user;
 - 2.11.2.4 Any actions taken in the accounts and authorization management mechanism;
 - 2.11.2.5 Events detected by security tools and mechanisms.
- 2.11.3 The following information must be stored for each event:
 - 2.11.3.1 User ID;
 - 2.11.3.2 Timestamp (Time & Date);
 - 2.11.3.3 Event name / Performed action
- 2.11.4 Log records shall be retained for a period of at least six (6) months.
- 2.11.5 Log modifications or deletion of logs by users, including users with administrative privileges, shall not be permitted or enabled.
- 2.11.6 Manual or automatic review of the logs to identify unusual events shall be performed.

Design Consulting Services Agreement

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 the health and safety and preventing damage to the environment and natural resources.
2. To this end, NTA has adopted the following standards: ISO9001 (Quality Management Standard), ISO14001 (Environmental Management Standard) and ISO45001 (Occupational Health and Safety Management Standard). In addition, NTA maintains an integrated management system (for quality, safety and environment).
3. The integrated management system adopted by NTA aims to minimize the rate of malfunctions and to prevent non-conformance to public requirements, accepted standards and requirements under Law.
4. For this purpose, without limiting or derogating from any provisions of the Agreement and as an integral part of the Consultant's responsibilities and obligations under and pursuant to the Agreement and Law, the Consultant is required to comply with the following (non-exhaustive) "Quality Assurance Guidelines" as defined by NTA:
 - 4.1. The Consultant shall employ quality assurance (QA) and quality control measures (QC) in a manner that ensures the quality of the Services throughout the Term of the Agreement.
 - 4.2. The Consultant shall coordinate with NTA regarding work processes, in a manner suiting NTA's policies, procedures and guidelines, as updated and communicated to the Consultant from time to time. The work processes shall be properly and appropriately adapted by the Consultant to the type of Services to be performed under the Agreement, its scope of responsibilities and obligations under the Agreement and the Deliverables to be submitted under the Agreement.
 - 4.3. In all relevant aspects, the Consultant shall meet and comply with the requirements and standards set forth in the latest version of ISO9001 (Quality Management Standard), or any equivalent thereof as may be approved by NTA, at its sole discretion.
 - 4.4. Deliverables submitted by the Consultant shall meet and comply with the quality requirements determined by NTA from time to time, at its sole discretion.

- 4.5. The Consultant shall implement self-quality control in the provision and performance of the Services and in the preparation and completion of all Deliverables. The Consultant shall maintain documentary evidence of all such self-quality control, which shall be provided to NTA as may be requested by NTA from time to time.
- 4.6. The Consultant shall prepare, administer, supervise, manage and monitor execution of the Services by means of structured processes, which shall include, *inter alia*:
 - 4.6.1. Administering, supervising, managing and monitoring of tasks, including documenting main issues addressed, decisions taken and implementation of the Services;
 - 4.6.2. Meeting defined schedules, timelines and milestones;
 - 4.6.3. Submitting financial reports, timesheets, bills, invoices and all related documentation in good order and on time;
 - 4.6.4. Managing risks, foreseeing future issues and preparing accordingly, drawing appropriate conclusions and improving performance accordingly and taking corrective and preventive actions;
 - 4.6.5. Innovation – Deliverables/Services provided shall include innovations and innovative solutions, to the extent possible; and
 - 4.6.6. Using and implementing proper data protection and supervision of computer and electronic files (including virus prevention and data backup).
5. It is hereby clarified that the above list is not exhaustive and that NTA will be entitled to add to the quality requirements specified above or to change them as necessary and according to the actual Services provided, all at NTA's sole discretion.
6. It is hereby further clarified that compliance with these Quality Assurance Guidelines shall not exempt the Consultant from its absolute responsibility for the content and quality of the Services, nor relieve or release it from fully and properly executing and fulfilling all of its responsibilities and obligations under and pursuant to the Agreement and Law.
7. NTA and/or anyone on its behalf may perform any number of external audits of the Consultant's activities with respect to the Agreement. In accordance with the findings of these audits, the Consultant shall carry out necessary corrective and prevention actions.

8. NTA is entitled to carry out any number of internal evaluation surveys for the purpose of evaluating and measuring the performance of the Consultant, which are intended to improve the management of the Consultant from an internal organizational perspective, to stimulate dialogue and to coordinate expectations between NTA and the Consultant.

Design Consulting Services Agreement

Appendix 7 – Liquidated Damages

Appendix 7- Liquidated Damages

1. In accordance to Section 5.2 of the Agreement, and without derogating from any other provision of the Agreement, the following breaches shall obligate the Consultant with Liquidated Damages:

#	Event	Description	Relevant Date	Liquidated Damages (amount)
1	Replacement of the Project Manager	In the event that the Project Manager that was presented to the Owner by the Consultant as Preconditions for the Execution of the Agreement was replaced after less than a consecutive period of eighteen (18) months as of the Signature Date (“SD”) of this Agreement the Owner shall be entitled to Liquidated Damages.	Less than 18 months after SD	25,000 USD
2	Breach related to the replacement of PM and personnel	Following any breach of the Consultant’s obligations related to the Project Manager and the Consultant’s Personnel, including in accordance with the provisions of Section 3.11 (The Project Manager and the Consultant’s Personnel) of the Agreement, the Owner shall be entitled to Liquidated Damages.	Anytime during the term of the Agreement	2,500 USD per each personnel
3	Delayed delivery	Delay in the delivery of a Report by the Consultant which exceeds two (2) days beyond the submission date as set in the Task Order, the Owner shall be entitled to Liquidated Damages.	2 days delay	Liquidated Damages in amount equal to five percent (5%) of the total rate for the assigned Task.
4	Delayed delivery	Delay in the delivery of a Report by the Consultant which exceeds three (3) days beyond the submission date as set in the Task Order, the Owner shall be entitled to Liquidated Damages.	3 days delay	As of the third day of delay, and up to the delivery of the Report, Liquidated Damages shall be in the amount equal to Half a percent (0.5%) of the total rate for the assigned Task per day .

#	Event	Description	Relevant Date	Liquidated Damages (amount)
5	Delayed delivery Gateway 3	Delay in the delivery of a Report, regarding “ Gateway 3 ” by the Consultant, which exceeds twenty-four (24) hours beyond the submission date, the Owner shall be entitled to Liquidated Damages.	24 hours	- Liquidated Damages in the amount equal to five percent (5%) of the total rate for the assigned Task. - As of 48 hours of delay, and up to the delivery of the Report, Liquidated Damages shall be in the amount equal to Half a percent (0.5%) of the total rate for the assigned Task per day.

2. The Liquidated Damages detailed above, shall not derogate from the Owner’s right and authority to waive any Liquidated Damages, in accordance with Section 3.11.4 and 5.2.4, and any other provision of the Agreement and the Law.
3. The provisions of this Appendix shall be subject to the terms stipulated under section 5.3 of the Agreement.

Design Consulting Services Agreement

Appendix 8 – List of Advisors to the Tender Committee:

1. Simon-Vekslar, Shpirer, Maoz Law Firm;
2. WSP LLC UK;
3. MM SPA;
4. Artelia SAS;
5. Egis Rail;