

September 9, 2026

#1925-96902974-15319

To:

All Bidders

Pre-Qualification No. 494/2026 –

**Invitation to Pre-Qualify with respect to Participation in a Tender for the Execution of
Infra #2 Works of the Tel Aviv Metropolitan Metro Lines (the “Invitation”)**

Addendum No. 1

Pursuant to the Invitation issued on August 24, 2026, and in accordance with the provisions thereof, the Tender Committee hereby issues this Addendum No. 1.

The attention of all Participants is drawn to the following clarifications, amendments and/or answers to questions regarding the Pre-Qualification Documents.

The issuance of this Addendum does not derogate from any of NTA's or the Tender Committee's rights and prerogatives under the Invitation Documents or Law.

All capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Tender Documents.

NTA – Metropolitan Mass Transit System

ADDENDUM NO. 1**AMENDMENTS, CLARIFICATIONS AND MODIFICATIONS
TO THE PRE-QUALIFICATION DOCUMENTS**

Questions and Answers			Reference
Invitation			
1.		The attention of the Participants is drawn to the amendments introduced to the Invitation and the Pre-Qualification Form “2” attached to this Addendum. Updated unmarked set of Pre-Qualification Forms will be published at a later stage.	General

Pre-Qualification 494/2026

INVITATION TO PRE-QUALIFY

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

August 2026

INVITATION FOR PRE-QUALIFICATION

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1. INVITATION FOR PRE-QUALIFICATION

1.1. Introduction and General Description of the Programme

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

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

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

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

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

1.2. Invitation for Pre-Qualification

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

1.3. The Pre-Qualification Process and the Tender Stage

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

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

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

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

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

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

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

1.4. Anticipated Requirements

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

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

1.5. Anticipated Schedule

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

- 1.5.1. Final date for the Submission of Requests for Clarifications: **October 30, 2026.**
- 1.5.2. Pre-Qualification Submission Date: **January 14, 2027.**

The Tender Committee reserves the right to amend any date contained herein, at any time, at its sole discretion by issuing an Addendum to this Invitation in accordance with the provisions of Section 2.11.102.12 (Addenda).

2. RULES AND PROCEDURES

2.1. Definitions

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

2.2. Governing Law and Jurisdiction

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

2.3. Preparation for Submission

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

2.4. The Invitation

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

2.5. Priority of Documents

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

2.6. Severability

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

2.7. Access to Documents

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

2.8. Cost of Participation in the Pre-Qualification Process

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

2.9. Language

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

2.10. Authorized Representative

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

2.11. Requests for Clarification of this Invitation

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

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

2.11.7. **Addenda**).

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

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

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

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

2.11.12. **Addenda**).

2.12. Addenda

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

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

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

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

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

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

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

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

2.13. Participants' Conference

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

2.14. Intellectual Property Rights

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

2.15. Information Supplied to the Participating Entities

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

2.16. Advisors to the Tender Committee

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

2.17. Avoidance of Conflict of Interests

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

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

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

3. GENERAL PROVISIONS RELATING TO PARTICIPANTS

3.1. The Participant

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

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

or

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

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

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

3.2. Members of the Participant

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

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

3.2.1.2. the applicable Financial Pre-Qualification Requirements.

(a “**Member**”).

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

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

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

3.3. Experience Provider

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

3.4. Guarantor

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

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

(a “**Guarantor**”).

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

3.5. Participation – General Requirements

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

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

3.6. Criminal Information

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

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

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

- (a) the Participant (if it is a Single Entity Participant);
- (b) each Member (if the Participant is a Joint Venture Participant);
- (c) the chairman of the board of directors of the Participant or of each Member (as applicable);
- (d) the chief executive officer of the Participant or of each Member (as applicable);
- (e) Any Office Holder (as such term ("נושא משרה") is defined in the Companies Law, 1999) of the Participant or of each Member, if such Office Holder is significantly involved in the Pre-Qualification Process;
- (f) each Guarantor;
- (g) each Experience Provider; and
- (h) Reserved ~~each O&M Shareholder~~.¹

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

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

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

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

¹ Amended as part of Addendum No. 1 dated September 9, 2026.

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

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

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

3.7. Participation in a Pre-Qualification Submission; Restrictions

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

3.8. Participation of Government Companies

Any company budgeted by the Government of the State of Israel as defined under Section 21 of the State Budget Law, 1985 ["גוף מתוקצב"], any Municipal Company or a subsidiary thereof as defined under Section 21 of the State Budget Law, 1985, any company supported by the Government of the State of Israel as defined under Section 32 of the State Budget Law, 1985 ["גוף נתמך"], any Entity incorporated by Law (a statutory corporation), or any company subject to the provisions of the Government Companies Law, 1975, is not permitted to participate in the Pre-Qualification Process, directly or indirectly, including as a Participant, Member, Experience Provider or Guarantor.

3.9. Participating in Multiple Capacities

In the event an Entity participates in the Pre-Qualification Process in more than one role (e.g. Member, Experience Provider, Guarantor, ~~O&M-Shareholder~~,² etc.), such Entity will be required to comply with all requirements pertaining to each of its roles.

3.10. Additional Requirements, including Security Considerations

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

² Amended as part of Addendum No. 1 dated September 9, 2026.

- 3.10.2. Without derogating from the Tender Committee's rights and prerogatives pursuant to this Invitation or Law, conditions, limitations, prohibitions, or restrictions imposed by the Tender Committee pursuant to Section 3.10.1 above may include, *inter alia*, an instruction to any Participating Entity to cease its participation in the Pre-Qualification Process, the Tender Process or the Project or to change its holdings (including its specific percentage of holdings) or its involvement in any aspect of the Pre-Qualification Process, the Tender Process or the Project. In this respect, Participants are advised that permits, consents or approvals of relevant authorities may also include similar requirements, conditions, limitations, prohibitions or restrictions.
- 3.10.3. Without derogating from the foregoing, the Successful Bidders shall be obligated to comply with the security requirements and instructions specified in **Annex "G"** (Security Instructions) to this Invitation; deviation therefrom (including with respect to origin of system components and to supply chains) shall not be approved.

4. PROFESSIONAL PRE-QUALIFICATION REQUIREMENTS

4.1. Professional Pre-Qualification Requirements; General Provisions

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

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

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

4.2. Experience in the Design and Installation of Railway Systems

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

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

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

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

4.3. Rolling Stock Experience

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

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

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

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

4.4. Project Execution, Management and Organization Experience

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

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

4.5. Maintenance Experience

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

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

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

4.6. Metro Operation Experience

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

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

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

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

4.7. Public Transportation Operation Experience

Operation Scheme Alternatives

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

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

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

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

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

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

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

Pre-Qualification Requirements

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

4.7.3. Option “A”; Bus Operation Experience

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

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

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

4.7.4. Option “B”; Light Rail Operation Experience

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

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

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

4.8.1. Other than with respect to the Pre-Qualification Requirements specified in Section 4.7 (Public Transportation Operation Experience) above, in order to demonstrate compliance with the Professional Pre-Qualification Requirements, an Experience Provider may present and rely on projects which were executed by any of the following Entities:

4.8.1.1. An Entity which Effectively holds (directly or indirectly) more than fifty percent (50%) of all Means of Control in the Experience Provider (“**Parent Company**”); and/or

4.8.1.2. An Entity in which the direct Parent Company of the Experience Provider directly holds more than fifty percent (50%) of all Means of Control (“**Sister Company**”); and/or

4.8.1.3. An Entity in which the Experience Provider Effectively holds (directly or indirectly) fifty percent (50%) of all Means of Control (“**Subsidiary**”); and/or

4.8.1.4. A special purpose company, a special purpose partnership or a special purpose joint venture in which the Experience Provider Effectively holds (directly or indirectly) at least twenty-six percent (26%) of all Means of Control, provided that, with respect to a special purpose partnership or special purpose joint venture, all Entities which directly held the Means of Control of such special purpose partnership or special purpose joint venture (including the Experience Provider, if applicable), were responsible, jointly and severely, for the execution of the referenced project (“**SPV**”).

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

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

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

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

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

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

4.9. Definitions

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

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

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

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

5. FINANCIAL PRE-QUALIFICATION REQUIREMENTS

5.1. Financial Pre-Qualification Requirements; General Provisions

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

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

5.2. Turnover

5.2.1. Calculation of Weighted Average Turnover

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

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

Where:

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

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

5.2.2. Single Entity Participant

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

5.2.3. Joint Venture Participant

5.2.3.1. Calculation of JV Combined Weighted Average Turnover

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

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

Where:

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

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

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

(“JV Combined Weighted Average Turnover”)

5.2.3.2. JV Combined Weighted Average Turnover Requirement

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

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

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

5.3. **Equity**

5.3.1. Single Entity Participant

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

5.3.2. Joint Venture Participant

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

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

5.4. Operating Cash Flow

- 5.4.1. Each Single Entity Participant and each Member, is required to demonstrate that its Weighted Average Operating Cash Flow for the three (3) most recent consecutive annual Financial Statements (the latest of which is not earlier than for the year 2025), is not negative (either positive or equal to zero).
- 5.4.2. The weighted average operating cash flow of each Single Entity Participant or Member (as applicable), shall be calculated in the following manner:

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

Where:

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

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

(“Weighted Average Operating Cash Flow”)

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

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

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

So that –

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

Where:

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

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

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

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

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

6.1. Reliance on a Guarantor

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

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

6.2. Exchange of Currency

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

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

6.3. Conversion of Currencies

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

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

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

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

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

6.4. Content and Submission Form

- 6.4.1. In order to demonstrate compliance with the Financial Pre-Qualification Requirements, the Single Entity Participant, Member or Guarantor (as applicable), shall submit its relevant Financial Statements duly executed by its management (or the equivalent thereof) and by its external auditors, and duly prepared and presented in accordance with one of the principles listed in **Annex "E"**.

- 6.4.2. If the Financial Statements of the Single Entity Participant, Member or Guarantor (as applicable), are based on different accounting principles than those listed in **Annex "E"**:

- 6.4.2.1. A specific request should be submitted to the Tender Committee to approve submission of such Financial Statements, at least thirty (30) days prior to the Pre-Qualification Submission Date. The Tender Committee will consider each request on a case-by-case basis and may issue an Addendum as a result thereof. The Tender Committee may, at its sole discretion, respond to requests submitted less than thirty (30) days prior to the Pre-Qualification Submission Date.

- 6.4.2.2. If approved by the Tender Committee, such Entity will provide, withing the Pre-Qualification Submission, a letter, signed by an external auditor, confirming that the Entity's turnover, operating cash flow and equity, as presented in its Financial Statements, substantially comply with US GAAP or IFRS methodology.

- 6.4.3. Without derogating from the generality of Section 6.4.1 above, the Financial Statements must include a balance sheet statement, a profit and loss statement, a cash flow statement, and auditor's report and notes.

- 6.4.4. If the Financial Statements of a Single Entity Participant, Member or Guarantor (as applicable), do not include cash flow statements, such statements – in accordance with one of the accounting principles set out in **Annex "E"** should be submitted, duly executed by the external auditors of the Single Entity Participant, Member or Guarantor (as applicable).

- 6.4.5. If cash flow statements based on accounting principles other than Israeli GAAP, US GAAP or IFRS, will be submitted, together with such statements a confirming that the cash flow statements substantially comply with US GAAP or IFRS methodology, signed by an external auditor, should be attached.

- 6.4.6. The Financial Statements will be provided either in English or in Hebrew, but in no other language.

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

7. METHOD OF SUBMISSION

7.1. Pre-Qualification Forms

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

7.2. Identification of Sensitive or Classified Information

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

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

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

7.4. Table of Contents

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

7.5. No Unauthorized Modification

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

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

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

7.6. Language of the Pre-Qualification Submission

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

7.7. Signing of the Pre-Qualification Submission

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

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

7.8. Number of Pre-Qualification Submission Copies

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

7.9. Sealing and Marking of Pre-Qualification Submissions

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

7.10. Pre-Qualification Submission Date

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

7.11. Opening of Pre-Qualification Submissions

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

8. REVIEW AND EVALUATION OF PRE-QUALIFICATION SUBMISSIONS

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

8.1. Review and Evaluation by the Tender Committee

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

8.2. General Provisions Relating to the Review and Evaluation

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

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

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

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

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

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

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

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

8.3. Requests for Clarifications

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

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

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

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

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

8.4. Tender Committee's Prerogatives with respect to Deviation

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

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

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

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

8.5. Announcement of Eligible Participants

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

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

8.6. Rejection of the Pre-Qualification Submissions

The Tender Committee reserves the following rights:

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

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

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

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

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

8.7. Intended Decision

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

8.8. Disclosure of Documents

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

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

8.8.5. If a Participant identified parts of its Pre-Qualification Submission as being Privileged Information, such Participant:

8.8.5.1. will not be entitled to claim that the other parts of its Pre-Qualification Submission (which have not been identified by it as Privileged Information) are of a commercially sensitive or confidential nature and cannot be reviewed by other Participants; and

8.8.5.2. will not be entitled to review the Privileged Information or information which is of the same type or character as the Privileged Information in the Pre-Qualification Submissions of other Eligible Participants, unless otherwise determined by the Tender Committee.

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

8.8.7. Only following the announcement of the Eligible Participants, and after the conclusion of the decision-making processes specified above by the Tender Committee, the Participants shall be entitled to review the relevant protocols of the Tender Committee in connection with the Pre-Qualification Process and the Pre-Qualification Submission submitted by the Eligible Participants, in accordance with Sub-regulations 21(e)-21(f) of the Regulations.

8.8.8. The foregoing review by a Participant may be for a fee in the amount determined by the Tender Committee.

8.9. Issuance of the Tender Documents; Update Statement

8.9.1. NTA and the Tender Committee reserve the right, at any time or stage, as shall be deemed required by the Tender Committee, to evaluate the compliance of any Pre-Qualification Submission with the requirements herein, including the compliance of any Pre-Qualification Submission reviewed by the Tender Committee (or any part thereof) to request additional information, to request the correction of any Deviation, to modify or nullify any decision of the Tender Committee, all for any reason as the Tender Committee may deem fit.

8.9.2. **Update Statement.** Without derogating from the generality of the provisions of Section 9.1 (Reservation of Rights), it is expected that pursuant to the Tender Documents, each Eligible Participant will be required to include a statement detailing any and all changes which will

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

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

9. DISCRETION AND PREROGATIVES OF NTA AND THE TENDER COMMITTEE

9.1. Reservation of Rights

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

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

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

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

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ANNEX A (DEFINITIONS)

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

³ Amended as part of Addendum No. 1 dated September 9, 2026.

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

“Guarantor”	Shall have the meaning ascribed thereto in Section 3.4 (Guarantor) of this Invitation.
“Infra #2 Works”	Shall have the meaning ascribed thereto in <u>Annex “B”</u> (General Description of the Programme) of this Invitation.
“Interested Parties”	Shall mean with respect to Entity ₁ : (a) any Entity or individual directly holding at least 15% of any of the Means of Control of Entity ₁ (in this definition: “Entity ₂ ”); (b) any Entity or individual Effectively holding at least 70% of any of the Means of Control of Entity ₂ ; (c) the CEO of Entity ₁ ; or (d) any of the directors of Entity ₁ .
“Invitation”	Shall mean this Invitation for Pre-Qualification, including all Annexes thereof.
“JV Combined Weighted Average Turnover”	Shall have the meaning ascribed thereto Section 5.2.3.1 (Calculation of JV Combined Weighted Average Turnover) of this Invitation.
“Law(s)”	Shall mean the various national (state) laws and legislation, statutes, ordinance, codes, and regulations (including the Regulations), as enacted by the State of Israel, and any by-laws, codes, regulations enacted by the relevant authorities or municipalities, and case law and precedents of relevant competent judicial authorities; all as modified, amended, replaced or created from time to time.
“Member”	Shall have the meaning ascribed thereto in Section 3.2 (Members of the Participant) of this Invitation.
“NTA” or “Owner”	Shall have the meaning ascribed thereto in Section 1.1 (Introduction and General Description of the Programme) of this Invitation.
“O&M Contractor”	Shall have the meaning ascribed thereto in Section 3 of <u>Annex “H”</u> to this Invitation.
“O&M Shareholder”	Shall mean each Entity which will hold <u>Means of Control in the O&M Contractor</u> committed to hold Anticipated O&M Holdings and which complies with the requirements specified in Section 3.5 (Participation — General Requirements) . ⁴

⁴ Amended as part of Addendum No. 1 dated September 9, 2026.

“Offence”	Shall have the meaning ascribed thereto in Section 3.6.5 of this Invitation.
“Package” or “Infra #2 Package”	Shall have the meaning ascribed thereto in Section 1.3.2 of this Invitation.
“Parent Company”	Shall have the meaning ascribed thereto in Section 4.8 (Provisions with respect to Projects Executed by an Associated Party) of this Invitation.
“Participant”	Shall have the meaning ascribed thereto in Section 3.1 (The Participant) of this Invitation.
“Participating Entity”	Shall mean the Participant (including any prospective Participant), and each Member, Experience Provider, and Guarantor and each O&M Shareholder , as well as each Subsidiary, Sister Company , Parent Company or SPV which were presented or relied on by any Experience Provider as part of the Pre-Qualification Submission. ⁵
“Pre-Qualification Documents”	Shall mean the Invitation, its Annexes, the Pre-Qualification Forms and any other document issued by the Tender Committee during the Pre-Qualification Process.
“Pre-Qualification Forms”	Shall mean the forms attached hereto as forms 1 through 12, which are required to be completed, executed and submitted as part of the Pre-Qualification Submission.
“Pre-Qualification Process”	Shall mean the process commencing upon the issuance of this Invitation and ending upon the announcement of Eligible Participants.
“Pre-Qualification Requirement(s)”	Shall mean the Professional Pre-Qualification Requirements and the Financial Pre-Qualification Requirements.
“Pre-Qualification Submission Date”	Shall have the meaning ascribed thereto in Section 7.10 (Pre-Qualification Submission Date) of this Invitation.
“Pre-Qualification Submission(s)”	Shall mean a complete written pre-qualification submission, complying with the terms and conditions contained in this Invitation and including all the information and completed Pre-Qualification Forms.

⁵ Amended as part of Addendum No. 1 dated September 9, 2026.

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

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

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ANNEX B (GENERAL DESCRIPTION OF THE PROGRAMME)

ANNEX C (ADVISORS TO THE TENDER COMMITTEE)

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

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

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ANNEX D (REQUESTS FOR CLARIFICATION)

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

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

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

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

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

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

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

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

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

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

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

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

Currency	2025
USD	3.19
EUR	3.7455
INR	0.0355

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

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

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ANNEX F (SUBMISSION CHECKLIST)

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

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

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

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

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

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ANNEX G (INFORMATION AND SUPPLY CHAIN SECURITY INSTRUCTIONS)

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

1. General

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

2. The Purpose of the Document

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

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

3. Critical Systems in the Programme

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

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

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

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

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

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

5. Mandatory Information Security Standards

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

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

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

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

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

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

7. Rolling Stock

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

8. Additional Information Security Controls

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

9. Regulation

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

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ANNEX H (ANTICIPATED REQUIREMENTS; CORPORATE STRUCTURE)

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

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

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

Shareholders of the O&M Contractor. The shares and other interests in the O&M Contractor will be held in accordance with the following Anticipated O&M Holdings specified in Pre-Qualification Form “2” and in accordance with the provisions of Section 4 (Professional Pre-Qualification Requirements) of this Invitation, so that:⁶

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

⁶ Amended as part of Addendum No. 1 dated September 9, 2026.

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

4. **Experience Providers.** Each Experience Provider which demonstrated compliance with a certain Professional Pre-Qualification Requirement, will be required to assume responsibility for the performance of the applicable part of the Infra #2 Works for which it was pre-qualified, and shall be entitled to do so either:
- 4.1. directly;
 - 4.2. through a direct subsidiary thereof; or
 - 4.3. through an Entity which is indirectly held by the applicable Participating Entity (provided that one hundred percent (100%) of all Means of Control of such Entity are Effectively held by such Participating Entity).

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

5. **EPC Contractor.** The Project works may be executed by: (i) establishing an EPC Contractor (as defined below), separate from the SPC; or (ii) directly by the SPC, without establishing an EPC Contractor.

“EPC Contractor” means either: (a) a single purpose company or partnership incorporated in Israel, held only by Experience Providers; or (b) an unincorporated joint venture (on a joint and several liability basis) between Experience Providers; (c) one of the Experience Providers itself.

The relevant provisions with respect to the foregoing, including the stage at which the desired structure must be selected and the mandatory contractual framework for each of the alternatives, will be specified in the Tender Documents.⁷

⁷ Amended as part of Addendum No. 1 dated September 9, 2026.



Pre-Qualification 494/2026

INVITATION TO PRE-QUALIFY

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

August 2026

Pre-Qualification Forms

PRE-QUALIFICATION FORM “1”

THE PRE-QUALIFICATION SUBMISSION LETTER

*(To be completed by the Participant (if it is a Single Entity Participant) or by all Members of the Participant (if the Participant is a Joint Venture Participant)
(Capitalized terms shall have the meaning ascribed to them in the Invitation)*

To:
Chairman of the Tender Committee
NTA – Metropolitan Mass Transit System Ltd.
Holon

Dear Sir,

**Re: Invitation for Pre-Qualification to Participate in a Tender for the Execution of Infra #2
Works in connection with the Tel Aviv Metropolitan Metro Lines
(the “Invitation”)**

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of the Participant or Member (as applicable)):

In response to the Invitation issued on August 24, 2026, extending an invitation to submit a Pre-Qualification Submission:

1. I, the undersigned, have thoroughly and carefully read the Invitation, and am pleased to submit this Pre-Qualification Submission.
2. I warrant that the Pre-Qualification Submission is accurate, complete and up-to-date at time of the Pre-Qualification Submission Date, in accordance with the requirements of the Invitation.
3. I agree to all of the provisions in the Invitation and submit this Pre-Qualification Submission in accordance with the terms and provisions contained therein.
4. Without derogating from the generality of the foregoing, I acknowledge and accept the provisions of Section 9.1 (Reservation of Rights) of the Invitation, and without derogating from the generality of the provisions thereof, understand that the submission of this Pre-Qualification Submission shall not be deemed in any way to create an obligation on the part of the Tender Committee to announce my compliance with the Pre-Qualification Requirements or the compliance with the Pre-Qualification Requirements of any other Entity participating with me in this Pre-Qualification Submission (if any); that the Tender Committee has the right to reject, as it deems appropriate, this Pre-Qualification Submission; and that the Tender Committee has the right, as it deems appropriate, to annul the Pre-Qualification Process and to reject all Pre-Qualification Submissions at any time, all, in accordance with the provisions of the Invitation.

5. The Authorized Representative on behalf of the Participant is:

Name: _____.

Email: _____.

Phone: _____.

6. Incorporated hereto, and made an integral part of this Pre-Qualification Submission, are all Pre-Qualification Forms, attachments and annexes thereto, and other annexes attached to the Pre-Qualification Submission as described herein:

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

7. Detailed herein is information which I consider to be of a commercially sensitive or secret nature concerning this Pre-Qualification Submission *[to be completed in accordance with the provisions of Section 7.2 (Identification of Sensitive or Classified Information) of the Invitation]*:

8. I acknowledge receipt, understanding and full consideration of the following Addenda to the Pre-Qualification Documents, issued until the Pre-Qualification Submission Date:

Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____

[to be completed]

9. The Participant selects: *[check the applicable box]*

☐ Alternative “A” pursuant to Section 4.7.1 of the Invitation.

☐ Alternative “B” pursuant to Section 4.7.2 of the Invitation.

10. I hereby warrant and represent that to the best of my knowledge and after conducting a due investigation, each of the Participating Entities participating in this Pre-Qualification Submission complies with all applicable requirements of the Invitation pertaining to such Participating Entity.

11. This Pre-Qualification Submission shall be governed and construed in accordance with the provisions of all applicable Laws.

12. The applicable court in Tel Aviv shall have sole jurisdiction over all matters and all disputes arising in connection with this Pre-Qualification Submission.

[Signature page follows]

[Pre-Qualification Form “1” signature page]

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

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

PRE-QUALIFICATION FORM “2”

PARTICIPATING ENTITY

*(To be completed by the Participant (if it is a Single Entity Participant), by each Member (if the Participant is a Joint Venture Participant), by each Experience Provider (if applicable), by each Guarantor (if applicable) and by O&M Shareholder (if applicable), each on a separate form)
(Capitalized terms shall have the meaning ascribed to them in the Invitation)*

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Participating Entity):

1. Role of the Participating Entity: *[check the applicable box(es)]*

☐ The Participant

☐ Member of the Participant Anticipated Holdings: _____%

☐ Experience Provider

Relevant Pre-Qualification Requirements:

☐ Section 4.2 (Experience in the Design and Installation of Railway Systems)

☐ Section 4.3 (Rolling Stock Experience)

☐ Section 4.4 (Project Execution, Management and Organization Experience)

☐ Section 4.5 (Maintenance Experience)

☐ Section 4.6 (Metro Operation Experience)

☐ Section 4.7 (Public Transportation Operation Experience)

☐ Guarantor

Name of Participant or Member relying on Guarantor:

☐ O&M Shareholder

Anticipated O&M Holdings: _____%¹

2. Name of Participating

Entity:

Business Address:

Phone:

E-mail:

¹ Amended as part of Addendum No. 1 dated September 9, 2026.

Name

Title

**Address, Tel &
E-mail Address**

3. Representative:

4. Legal Status: *[check the applicable box]*

☐ Limited Partnership

☐ Limited Liability Company

☐ General Partnership

☐ Other (*explain*) _____

5. Registration Number:

Place of Registration:

Date of Registration:

6. The Participating Entity hereby warrants and represents the following:

- 6.1. The Participating Entity has thoroughly and carefully read the Invitation and agrees to all of the provisions in the Invitation, and in particular to its obligations thereunder.
- 6.2. Without derogating from the generality of the foregoing, the Participating Entity acknowledges and accept the provisions of Section 9.1 (Reservation of Rights) of the Invitation, and without derogating from the generality of the provisions thereof, understands that the submission of this Pre-Qualification Submission shall not be deemed in any way to create an obligation on the part of the Tender Committee to announce its compliance with the Pre-Qualification Requirements or the compliance with the Pre-Qualification Requirements of any other Entity participating with the Participating Entity in this Pre-Qualification Submission (if any); that the Tender Committee has the right to reject, as it deems appropriate, this Pre-Qualification Submission; and that the Tender Committee has the right, as it deems appropriate, to annul the Pre-Qualification Process and to reject all Pre-Qualification Submissions at any time, all, in accordance with the provisions of the Invitation.
- 6.3. The Participating Entity hereby warrants and represents that it complies and satisfies all of the requirements stipulated in Section 3.5 (Participation – General Requirements) of the Invitation.
- 6.4. The Participating Entity has not, directly or indirectly, induced or solicited any other

Participating Entity to put in a false or sham Pre-Qualification Submission, and has not by itself, or directly or indirectly, colluded, arranged or agreed with any other Participating Entity to secure any advantage against any other Participant, or to secure any advantage against the Tender Committee or NTA or anyone interested in the Project;

- 6.5. Neither the Participating Entity nor any of its Affiliates participate in the Pre-Qualification Process other than in accordance with the provisions of Section 3.7 (Participation in a Pre-Qualification Submission; Restrictions) of the Invitation.
- 6.6. To the best of the Participating Entity's knowledge:
 - 6.6.1. The Pre-Qualification Submission submitted by the Participant is not made in the interest of, or on behalf of, any undisclosed person, corporation, company, voluntary association, partnership, trust, or unincorporated association;
 - 6.6.2. The Pre-Qualification Submission is genuine and not collusive or sham; and
 - 6.6.3. All the information contained in the Pre-Qualification Submission is true, accurate, complete and current as of the Pre-Qualification Submission Date.
7. This Pre-Qualification Submission shall be governed and construed in accordance with the provisions of all applicable Laws.
8. The applicable court in Tel Aviv shall have the sole jurisdiction over all matters and all disputes arising in connection with this Pre-Qualification Submission.
9. Attachments
 - 9.1. Each Participating Entity shall attach authenticated copies of its certificate of incorporation and articles of association, or their equivalent within its domicile,² as Attachment "A" to this Pre-Qualification "2".
 - 9.2. Each Participating Entity which is not required to sign and submit Pre-Qualification Form "9" and to attach its Financial Statements thereto, shall attach its most recent Financial Statements as Attachment "B" to this Pre-Qualification "2".
 - 9.3. If the Participating Entity is an Experience Provider, it shall also complete, execute and submit Attachment "C" to this Pre-Qualification "2".
 - 9.4. If the Participating Entity is a Guarantor, it shall also complete, execute and submit Attachment "D" to this Pre-Qualification "2".

[Signature page follows]

² Except for official and authenticated certificates of Israeli corporations submitted in Hebrew, certificates of incorporation and minutes of incorporation provided by a Participating Entity in any language other than English should be accompanied by a translation to English and a confirmation of translation in accordance with the provisions of Section 7.6.2 of the Invitation.

[Pre-Qualification Form “2” signature page]

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Participating Entity

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

ATTACHMENT “A” TO PRE-QUALIFICATION FORM “2”

INCORPORATION DOCUMENTS

(To be attached by the Participating Entity)

ATTACHMENT “B” TO PRE-QUALIFICATION FORM “2”

FINANCIAL STATEMENTS

*(To be attached by each Participating Entity which is not required to sign and submit Pre-Qualification Form “9”
and to attach its Financial Statements thereto)*

ATTACHMENT “C” TO PRE-QUALIFICATION FORM “2”

ADDITIONAL UNDERTAKINGS

*(To be completed by Experience Provider in a separate form)
(Capitalized terms shall have the meaning ascribed to them in the Invitation)*

I, _____, the undersigned, am making this affidavit on behalf of _____ *(name of Experience Provider)*, in connection with the Pre-Qualification Submission submitted by _____ *(name of Participant or Members)* (the “**Participant**”):

The Experience Provider undertakes that, if the Participant will be awarded with the Agreement during the Tender Process, the Experience Provider shall assume responsibility for the performance of the applicable part of the Infra #2 Work for which it was pre-qualified, either:

- directly;
- through a direct subsidiary thereof; or
- through an Entity which is indirectly held thereby (provided that one hundred percent (100%) of all Means of Control of such Entity are Effectively held thereby),

all as will be specified under the Tender Documents.

Provided however that, if: (a) this affidavit is given on behalf of the Experienced Metro Operator; and (b) the Participant with which it participates has selected Alternative “B” pursuant to Section 4.7.2 of the Invitation, then, notwithstanding the foregoing, the Experienced Metro Operator undertakes that, if the Participant will be awarded with the Agreement during the Tender Process, the Experienced Metro Operator shall directly enter into the service agreement with the O&M Contractor and shall directly carry out its obligations thereunder, all as will be specified under the Tender Documents.

Faithfully yours,

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Experience Provider _____

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

ATTACHMENT “D” TO PRE-QUALIFICATION FORM “2”

GUARANTOR UNDERTAKINGS

*(To be completed by each Guarantor in a separate form)
(Capitalized terms shall have the meaning ascribed to them in the Invitation)*

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Guarantor), in connection with the Pre-Qualification Submitted by _____ (name of Participant or Members) (the “**Participant**”):

1. The Guarantor agrees to act as Guarantor for _____ (name of Participant or Member) (the “**Relying Entity**”).
2. The Guarantor Controls the Member by means of _____ [please provide appropriate explanation, demonstrated by applicable documentation, e.g. reports issued by the registrar of companies, organizational charts, articles of association, etc].
3. The Guarantor hereby requests that its own financial information, which is included in this Pre-Qualification Submission, will be taken into account in determination of compliance of the Participant or Member (as applicable) with the Financial Pre-Qualification Requirements set forth in Sections 5.2 (Turnover), 5.3 (Equity) and 5.4 (Operating Cash Flow) of the Invitation, instead of the financial information of the Participant or Member (as applicable) relying on the Guarantor as detailed in Section 1 above.
4. The Guarantor acknowledges that, if the Participant will be announced as an Eligible Participant, the Guarantor shall be required, during the Tender Process and as part of the submission of a bid by the Eligible Participant, to execute an undertaking to provide the Relying Entity with financial support, as will be specified under the Tender Documents.

Faithfully yours,

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Guarantor _____

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

PRE-QUALIFICATION FORM “3”

EXPERIENCE IN THE DESIGN AND INSTALLATION OF RAILWAY SYSTEMS

*(To be completed by the Experience Provider demonstrating compliance with the Pre-Qualification Requirement specified in Section 4.2. (Experience in the Design and Installation of Railway Systems) of the Invitation)
(Capitalized terms shall have the meaning ascribed to them in the Invitation)*

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Experience Provider):

Project Details	Project		
	“1”	“2”	“3”
Name of Metro Line or LRT Line	_____	_____	_____
Name of Network of which the Line is part	_____	_____	_____
Location of project (city and country)	_____	_____	_____
Date of Completion [MM/YYYY]	_____	_____	_____
Method of Completion	☐ Delivery of the applicable project/work to, and its acceptance by, the respective owner, main contractor or follow-on contractor ☐ Receipt of confirmation from owner that the applicable works were completed	☐ Delivery of the applicable project/work to, and its acceptance by, the respective owner, main contractor or follow-on contractor ☐ Receipt of confirmation from owner that the applicable works were completed	☐ Delivery of the applicable project/work to, and its acceptance by, the respective owner, main contractor or follow-on contractor ☐ Receipt of confirmation from owner that the applicable works were completed
The Line is:	☐ A Metro Line ☐ An LRT Line	☐ A Metro Line ☐ An LRT Line	☐ A Metro Line ☐ An LRT Line
Length of Routes (in km)	_____	_____	_____
Project included Design and Installation of	☐ Yes	☐ Yes	☐ Yes

Project Details	Project		
	“1”	“2”	“3”
Traction Power Systems, OCC Systems and CBN	☐ No	☐ No	☐ No
Line has been in commercial operation for at least two (2) consecutive years following its Completion	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Client Details and Contact Person Information (client's name, client's representative's name, phone number and email address)	_____	_____	_____
Execution of the Project			
The Entity which was the Main Contractor for the Design and Installation of the Traction Power Systems, OCC Systems and CBN <i>[check the applicable box]</i>	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV
In the case of an SPV:	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____

Project Details	Project		
	“1”	“2”	“3”
	☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project	☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project	☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project

Projects Executed by a Parent Company, Subsidiary, Sister Company or SPV

To the extent any of the referenced projects were executed by an Associated Party (Parent Company, Subsidiary, Sister Company or SPV):

- Below are details with respect to the Associated Party which executed each such referenced Works and the connection between such Associated Party and the Experience Provider:

Attached as **Attachment “A”** to this Pre-Qualification Form is a chart describing the foregoing structure of holdings.

- The Experience Provider hereby warrants and represents that any Associated Party on which it relied complies and satisfies all of the requirements stipulated in Section 3.5 (Participation – General Requirements) of the Invitation.
- With respect to each Parent Company or Sister Company (if any) relied on by the Experience Provider, attached as **Attachment “B”** to this Pre-Qualification Form is a Parent Company Undertaking *[The Parent Company Undertaking shall be submitted by: (a) if a Parent Company executed (by itself) the referenced project(s) – such Parent Company; and/or (b) if a Sister Company executed the referenced project(s) – the joint Parent Company of the Experience Provider and such Sister Company].*

Additional Relevant Information:

[The Experience Provider may (but is not obligated to) provide additional information it believes is relevant to this Pre-Qualification Form]

[Signature page follows]

[Pre-Qualification Form “3” signature page]

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Experience Provider

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

ATTACHMENT “A” TO PRE-QUALIFICATION FORM “3”

CHART OF HOLDINGS

(To be attached by the Experience Provider with respect to each referenced project in which Experience Provider relied on a Parent Company, Subsidiary, Sister Company or SPV)

ATTACHMENT “B” TO PRE-QUALIFICATION FORM “3”

PARENT COMPANY UNDERTAKING

(To be completed by: (a) if a Parent Company executed (by itself) a referenced project – such Parent Company; and/or (b) if a Sister Company executed a referenced project – the joint Parent Company of the Experience Provider and such Sister Company, each in a separate form)
(Capitalized terms shall have the meaning ascribed to them in the Invitation and in Pre-Qualification Form “3”)

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Parent Company) in connection with the Pre-Qualification Submitted by _____ (name of Participant or Members) (the “**Participant**”):

The Parent Company: *[Checked the applicable box]*

- ☐ Controls the Experience Provider which submitted Pre-Qualification Form “3”.
- ☐ Controls both the Experience Provider and the Sister Company which executed referenced projects(s) no(s). _____ specified in Pre-Qualification Form “3” submitted by the Experience Provider.

The Parent Company undertakes towards NTA that, if the Participant is declared as a Successful Bidder during the Tender Process, then to the extent required by NTA, the Parent Company shall provide or procure the provision of sufficient technical and professional support to the Experience Provider, so as to enable it to perform its obligations and its applicable scope of the works in accordance with the provisions of the Tender Documents.

To this extent the Parent Company undertakes to execute an additional undertaking in the form which shall be included in the Tender Documents.

Faithfully yours,

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Parent Company _____

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

PRE-QUALIFICATION FORM “4”**ROLLING STOCK EXPERIENCE**

*(To be completed by the Experience Provider demonstrating compliance with the Pre-Qualification Requirement specified in Section 4.3. (Rolling Stock Experience) of the Invitation)
(Capitalized terms shall have the meaning ascribed to them in the Invitation)*

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Experience Provider):

Project Details	Project		
	“1”	“2”	“3”
Name of project	_____	_____	_____
Location of project (city and country)	_____	_____	_____
Date of commissioning of the last Car presented herein [MM/YYYY]	_____	_____	_____
Number of Cars Designed, manufactured, supplied and commissioned into commercial operational service	_____	_____	_____
Length of Cars	_____	_____	_____
Project was a Driverless Metro Line	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Client Details and Contact Person Information (client’s name, client’s representative’s name, phone number and email address)	_____	_____	_____

Project Details	Project		
	“1”	“2”	“3”
Execution of the Project			
The Entity which was the Manufacturer which Designed, manufactured, supplied and commissioned into commercial operational service the Cars for the project <i>[check the applicable box]</i>	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV
In the case of an SPV:	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____ ☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____ ☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____ ☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project

Projects Executed by a Parent Company, Subsidiary, Sister Company or SPV

To the extent any of the referenced projects were executed by an Associated Party (Parent Company, Subsidiary, Sister Company or SPV):

- Below are details with respect to the Associated Party which executed each such referenced Works and the connection between such Associated Party and the Experience Provider:

Attached as **Attachment “A”** to this Pre-Qualification Form is a chart describing the foregoing structure of holdings.

2. The Experience Provider hereby warrants and represents that any Associated Party on which it relied complies and satisfies all of the requirements stipulated in Section 3.5 (Participation – General Requirements) of the Invitation.
3. With respect to each Parent Company or Sister Company (if any) relied on by the Experience Provider, attached as **Attachment “B”** to this Pre-Qualification Form is a Parent Company Undertaking *[The Parent Company Undertaking shall be submitted by: (a) if a Parent Company executed (by itself) the referenced project(s) – such Parent Company; and/or (b) if a Sister Company executed the referenced project(s) – the joint Parent Company of the Experience Provider and such Sister Company].*

Additional Relevant Information:

[The Experience Provider may (but is not obligated to) provide additional information it believes is relevant to this Pre-Qualification Form]

[Signature page follows]

[Pre-Qualification Form “4” signature page]

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Participating Entity

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

ATTACHMENT “A” TO PRE-QUALIFICATION FORM “4”

CHART OF HOLDINGS

(To be attached by the Experience Provider with respect to each referenced project in which the Experience Provider relied on a Parent Company, Subsidiary, Sister Company or SPV)

ATTACHMENT “B” TO PRE-QUALIFICATION FORM “4”

PARENT COMPANY UNDERTAKING

(To be completed by: (a) if a Parent Company executed (by itself) a referenced project – such Parent Company; and/or (b) if a Sister Company executed a referenced project – the joint Parent Company of the Experience Provider and such Sister Company, each in a separate form)
(Capitalized terms shall have the meaning ascribed to them in the Invitation and in Pre-Qualification Form “4”)

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Parent Company) in connection with the Pre-Qualification Submitted by _____ (name of Participant or Members) (the “**Participant**”):

The Parent Company: *[Checked the applicable box]*

- ☐ Controls the Experience Provider which submitted Pre-Qualification Form “4”.
- ☐ Controls both the Experience Provider and the Sister Company which executed referenced projects(s) no(s). _____ specified in Pre-Qualification Form “4” submitted by the Experience Provider.

The Parent Company undertakes towards NTA that, if the Participant is declared as a Successful Bidder during the Tender Process, then to the extent required by NTA, the Parent Company shall provide or procure the provision of sufficient technical and professional support to the Experience Provider, so as to enable it to perform its obligations and its applicable scope of the works in accordance with the provisions of the Tender Documents.

To this extent the Parent Company undertakes to execute an additional undertaking in the form which shall be included in the Tender Documents.

Faithfully yours,

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Parent Company _____

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

PRE-QUALIFICATION FORM “5”**PROJECT EXECUTION, MANAGEMENT AND ORGANIZATION EXPERIENCE**

*(To be completed by the Experience Provider demonstrating compliance with the Pre-Qualification Requirement specified in Section 4.4. (Project Execution, Management and Organization Experience) of the Invitation)
(Capitalized terms shall have the meaning ascribed to them in the Invitation)*

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Experience Provider):

Project Details	Project		
	“1”	“2”	“3”
Name of project	_____	_____	_____
Location of project (city and country)	_____	_____	_____
Date of Completion [MM/YYYY]	_____	_____	_____
Method of Completion	☐ Delivery of the applicable project/work to, and its acceptance by, the respective owner, main contractor or follow-on contractor ☐ Receipt of confirmation from owner that the applicable works were completed	☐ Delivery of the applicable project/work to, and its acceptance by, the respective owner, main contractor or follow-on contractor ☐ Receipt of confirmation from owner that the applicable works were completed	☐ Delivery of the applicable project/work to, and its acceptance by, the respective owner, main contractor or follow-on contractor ☐ Receipt of confirmation from owner that the applicable works were completed
Type of Infrastructure Project	_____	_____	_____
Contract Value (in the original currency)	Type of Currency _____ Amount _____	Type of Currency _____ Amount _____	Type of Currency _____ Amount _____
Contract Value (NIS)	NIS _____	NIS _____	NIS _____
Client Details and	_____	_____	_____

Project Details	Project		
	“1”	“2”	“3”
Contact Person Information (client’s name, client’s representative’s name, phone number and email address)			
Execution of the Project			
The Entity which was the Main Contractor <i>[check the applicable box]</i>	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV
In the case of an SPV:	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____ ☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____ ☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____ ☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project

Projects Executed by a Parent Company, Subsidiary, Sister Company or SPV

To the extent any of the referenced projects were executed by an Associated Party (Parent

Company, Subsidiary, Sister Company or SPV):

1. Below are details with respect to the Associated Party which executed each such referenced Works and the connection between such Associated Party and the Experience Provider:

Attached as **Attachment “A”** to this Pre-Qualification Form is a chart describing the foregoing structure of holdings.

2. The Experience Provider hereby warrants and represents that any Associated Party on which it relied complies and satisfies all of the requirements stipulated in Section 3.5 (Participation – General Requirements) of the Invitation.
3. With respect to each Parent Company or Sister Company (if any) relied on by the Experience Provider, attached as **Attachment “B”** to this Pre-Qualification Form is a Parent Company Undertaking *[The Parent Company Undertaking shall be submitted by: (a) if a Parent Company executed (by itself) the referenced project(s) – such Parent Company; and/or (b) if a Sister Company executed the referenced project(s) – the joint Parent Company of the Experience Provider and such Sister Company].*

Additional Relevant Information:

[The Experience Provider may (but is not obligated to) provide additional information it believes is relevant to this Pre-Qualification Form]

[Signature page follows]

[Pre-Qualification Form “5” signature page]

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Participating Entity

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

ATTACHMENT “A” TO PRE-QUALIFICATION FORM “5”

CHART OF HOLDINGS

(To be attached by the Experience Provider with respect to each referenced project in which the Experience Provider relied on a Parent Company, Subsidiary, Sister Company or SPV)

ATTACHMENT “B” TO PRE-QUALIFICATION FORM “5”

PARENT COMPANY UNDERTAKING

(To be completed by: (a) if a Parent Company executed (by itself) a referenced project – such Parent Company; and/or (b) if a Sister Company executed a referenced project – the joint Parent Company of the Experience Provider and such Sister Company, each in a separate form)
(Capitalized terms shall have the meaning ascribed to them in the Invitation and in Pre-Qualification Form “5”)

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Parent Company) in connection with the Pre-Qualification Submitted by _____ (name of Participant or Members) (the “**Participant**”):

The Parent Company: *[Checked the applicable box]*

- ☐ Controls the Experience Provider which submitted Pre-Qualification Form “5”.
- ☐ Controls both the Experience Provider and the Sister Company which executed referenced projects(s) no(s). _____ specified in Pre-Qualification Form “5” submitted by the Experience Provider.

The Parent Company undertakes towards NTA that, if the Participant is declared as a Successful Bidder during the Tender Process, then to the extent required by NTA, the Parent Company shall provide or procure the provision of sufficient technical and professional support to the Experience Provider, so as to enable it to perform its obligations and its applicable scope of the works in accordance with the provisions of the Tender Documents.

To this extent the Parent Company undertakes to execute an additional undertaking in the form which shall be included in the Tender Documents.

Faithfully yours,

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Parent Company _____

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

PRE-QUALIFICATION FORM “6”**MAINTENANCE EXPERIENCE**

(To be completed by the Experience Provider demonstrating compliance with the Pre-Qualification Requirement specified in Section 4.5. (Maintenance Experience) of the Invitation)
(Capitalized terms shall have the meaning ascribed to them in the Invitation)

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Experience Provider):

Project Details	Project		
	“1”	“2”	“3”
Name of Metro Line	_____	_____	_____
Location of project (city and country)	_____	_____	_____
Period of Maintenance of the Metro Line [MM/YYYY]	From: _____ Until: _____	From: _____ Until: _____	From: _____ Until: _____
Length of Routes (in km)	_____	_____	_____
Number of Cars the project included Maintenance of	_____	_____	_____
Length of Cars	_____	_____	_____
Project included Maintenance of at least one (1) Depot	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Client Details and Contact Person Information (client’s name, client’s representative’s name, phone number and email address)	_____	_____	_____

Project Details	Project		
	“1”	“2”	“3”
Execution of the Project			
The Entity which was the Main Contractor for the Maintenance of the Metro Line <i>[check the applicable box]</i>	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV
In the case of an SPV:	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____ ☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severally, for the execution of the referenced project	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____ ☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severally, for the execution of the referenced project	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____ ☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severally, for the execution of the referenced project

Projects Executed by a Parent Company, Subsidiary, Sister Company or SPV

To the extent any of the referenced projects were executed by an Associated Party (Parent Company, Subsidiary, Sister Company or SPV):

- Below are details with respect to the Associated Party which executed each such referenced Works and the connection between such Associated Party and the Experience Provider:

Attached as **Attachment “A”** to this Pre-Qualification Form is a chart describing the foregoing structure of holdings.

2. The Experience Provider hereby warrants and represents that any Associated Party on which it relied complies and satisfies all of the requirements stipulated in Section 3.5 (Participation – General Requirements) of the Invitation.
3. With respect to each Parent Company or Sister Company (if any) relied on by the Experience Provider, attached as **Attachment “B”** to this Pre-Qualification Form is a Parent Company Undertaking *[The Parent Company Undertaking shall be submitted by: (a) if a Parent Company executed (by itself) the referenced project(s) – such Parent Company; and/or (b) if a Sister Company executed the referenced project(s) – the joint Parent Company of the Experience Provider and such Sister Company].*

Additional Relevant Information:

[The Experience Provider may (but is not obligated to) provide additional information it believes is relevant to this Pre-Qualification Form]

[Signature page follows]

[Pre-Qualification Form “6” signature page]

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Participating Entity

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

ATTACHMENT “A” TO PRE-QUALIFICATION FORM “6”

CHART OF HOLDINGS

(To be attached by the Experience Provider with respect to each referenced project in which the Experience Provider relied on a Parent Company, Subsidiary, Sister Company or SPV)

ATTACHMENT “B” TO PRE-QUALIFICATION FORM “6”

PARENT COMPANY UNDERTAKING

(To be completed by: (a) if a Parent Company executed (by itself) a referenced project – such Parent Company; and/or (b) if a Sister Company executed a referenced project – the joint Parent Company of the Experience Provider and such Sister Company, each in a separate form)
(Capitalized terms shall have the meaning ascribed to them in the Invitation and in Pre-Qualification Form “6”)

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Parent Company) in connection with the Pre-Qualification Submitted by _____ (name of Participant or Members) (the “**Participant**”):

The Parent Company: *[Checked the applicable box]*

- ☐ Controls the Experience Provider which submitted Pre-Qualification Form “6”.
- ☐ Controls both the Experience Provider and the Sister Company which executed referenced projects(s) no(s). _____ specified in Pre-Qualification Form “6” submitted by the Experience Provider.

The Parent Company undertakes towards NTA that, if the Participant is declared as a Successful Bidder during the Tender Process, then to the extent required by NTA, the Parent Company shall provide or procure the provision of sufficient technical and professional support to the Experience Provider, so as to enable it to perform its obligations and its applicable scope of the works in accordance with the provisions of the Tender Documents.

To this extent the Parent Company undertakes to execute an additional undertaking in the form which shall be included in the Tender Documents.

Faithfully yours,

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Parent Company _____

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

PRE-QUALIFICATION FORM “7”**METRO OPERATION EXPERIENCE**

*(To be completed by the Experience Provider demonstrating compliance with the Pre-Qualification Requirement specified in Section 4.6. (Metro Operation Experience) of the Invitation)
(Capitalized terms shall have the meaning ascribed to them in the Invitation)*

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Experience Provider):

Project Details	Project		
	“1”	“2”	“3”
Name of Metro Line	_____	_____	_____
Location of project (city and country)	_____	_____	_____
Period of Operation of the Metro Line [MM/YYYY]	From: _____ Until: _____	From: _____ Until: _____	From: _____ Until: _____
Length of Routes (in km)	_____	_____	_____
Project was a Driverless Metro Line	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Client Details and Contact Person Information (client’s name, client’s representative’s name, phone number and email address)	_____	_____	_____
Execution of the Project			
The Entity which was the Main Contractor for the Operation of the Metro Line [check	☐ The Experience Provider itself ☐ A Parent Company thereof	☐ The Experience Provider itself ☐ A Parent Company thereof	☐ The Experience Provider itself ☐ A Parent Company thereof

Project Details <i>the applicable box]</i>	Project		
	“1”	“2”	“3”
	☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV	☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV	☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV
In the case of an SPV:	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> ☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> ☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> ☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project

Projects Executed by a Parent Company, Subsidiary, Sister Company or SPV

To the extent any of the referenced projects were executed by an Associated Party (Parent Company, Subsidiary, Sister Company or SPV):

- Below are details with respect to the Associated Party which executed each such referenced Works and the connection between such Associated Party and the Experience Provider:

Attached as **Attachment “A”** to this Pre-Qualification Form is a chart describing the foregoing structure of holdings.

- The Experience Provider hereby warrants and represents that any Associated Party on which it relied complies and satisfies all of the requirements stipulated in Section 3.5 (Participation – General Requirements) of the Invitation.

3. With respect to each Parent Company or Sister Company (if any) relied on by the Experience Provider, attached as **Attachment “B”** to this Pre-Qualification Form is a Parent Company Undertaking *[The Parent Company Undertaking shall be submitted by: (a) if a Parent Company executed (by itself) the referenced project(s) – such Parent Company; and/or (b) if a Sister Company executed the referenced project(s) – the joint Parent Company of the Experience Provider and such Sister Company].*

Additional Relevant Information:

[The Experience Provider may (but is not obligated to) provide additional information it believes is relevant to this Pre-Qualification Form]

[Signature page follows]

[Pre-Qualification Form “7” signature page]

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Participating Entity

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

ATTACHMENT “A” TO PRE-QUALIFICATION FORM “7”

CHART OF HOLDINGS

(To be attached by the Experience Provider with respect to each referenced project in which the Experience Provider relied on a Parent Company, Subsidiary, Sister Company or SPV)

ATTACHMENT “B” TO PRE-QUALIFICATION FORM “7”

PARENT COMPANY UNDERTAKING

(To be completed by: (a) if a Parent Company executed (by itself) a referenced project – such Parent Company; and/or (b) if a Sister Company executed a referenced project – the joint Parent Company of the Experience Provider and such Sister Company, each in a separate form)
(Capitalized terms shall have the meaning ascribed to them in the Invitation and in Pre-Qualification Form “7”)

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Parent Company) in connection with the Pre-Qualification Submitted by _____ (name of Participant or Members) (the “**Participant**”):

The Parent Company: *[Checked the applicable box]*

- ☐ Controls the Experience Provider which submitted Pre-Qualification Form “7”.
- ☐ Controls both the Experience Provider and the Sister Company which executed referenced projects(s) no(s). _____ specified in Pre-Qualification Form “7” submitted by the Experience Provider.

The Parent Company undertakes towards NTA that, if the Participant is declared as a Successful Bidder during the Tender Process, then to the extent required by NTA, the Parent Company shall provide or procure the provision of sufficient technical and professional support to the Experience Provider, so as to enable it to perform its obligations and its applicable scope of the works in accordance with the provisions of the Tender Documents.

To this extent the Parent Company undertakes to execute an additional undertaking in the form which shall be included in the Tender Documents.

Faithfully yours,

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Parent Company _____

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

PRE-QUALIFICATION FORM “8”**PUBLIC TRANSPORTATION OPERATION EXPERIENCE**

*(To be completed by the Experience Provider demonstrating compliance with the Pre-Qualification Requirement specified in Section 4.7. (Public Transportation Operation Experience) of the Invitation)
(Capitalized terms shall have the meaning ascribed to them in the Invitation)*

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Experience Provider):

Option “A”; Bus Operation Experience

Project Details	Project		
	“1”	“2”	“3”
Name of Bus Network	_____	_____	_____
Number of bus lines in the Bus Network			
Location of project in Israel (city(ies))	_____	_____	_____
Period of Operation of the Bus Network [MM/YYYY]	From: _____ Until: _____	From: _____ Until: _____	From: _____ Until: _____
Bus Network is in an Urban Area (in whole or in part)	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Number of Busses managed in Israel during such period	_____	_____	_____
Annual ridership managed in Israel during such period	_____	_____	_____
Client Details and Contact Person Information (client’s name, client’s representative’s name, phone number)	_____	_____	_____

Project Details	Project		
	“1”	“2”	“3”
and email address)			
Execution of the Project			
The Entity which was the Main Contractor for the Operation of the Bus Network <i>[check the applicable box]</i>	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV
In the case of an SPV:	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____ ☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____ ☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent (26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____ ☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project

Option “B”; Light Rail Operation Experience

Project Details	Project		
	“1”	“2”	“3”
Name of LRT Line	_____	_____	_____
Location of project in Israel (city(ies))	_____	_____	_____
Period of Operation of the LRT Line [MM/YYYY]	From: _____ Until: _____	From: _____ Until: _____	From: _____ Until: _____
Length of Routes (in km)	_____	_____	_____
Client Details and Contact Person Information (client’s name, client’s representative’s name, phone number and email address)	_____	_____	_____
Execution of the Project			
The Entity which was the Main Contractor for the Operation of the LRT Line [check the applicable box]	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV	☐ The Experience Provider itself ☐ A Parent Company thereof ☐ A Subsidiary thereof ☐ A Sister Company thereof ☐ An SPV
In the case of an SPV:	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent	☐ The Experience Provider held (directly or indirectly) at least twenty-four percent

Project Details	Project		
	“1”	“2”	“3”
	(26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____	(26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____	(26%) of all Means of Control in the SPV <i>[specify percentage of holding]</i> _____
	☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project	☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project	☐ all Entities which directly held the Means of Control in the SPV, were responsible, jointly and severely, for the execution of the referenced project

Projects Executed by a Parent Company, Subsidiary, Sister Company or SPV

To the extent any of the referenced projects were executed by an Associated Party (Parent Company, Subsidiary, Sister Company or SPV):

- Below are details with respect to the Associated Party which executed each such referenced Works and the connection between such Associated Party and the Experience Provider:

Attached as **Attachment “A”** to this Pre-Qualification Form is a chart describing the foregoing structure of holdings.

- The Experience Provider hereby warrants and represents that any Associated Party on which it relied complies and satisfies all of the requirements stipulated in Section 3.5 (Participation – General Requirements) of the Invitation.
- With respect to each Parent Company or Sister Company (if any) relied on by the Experience Provider, attached as **Attachment “B”** to this Pre-Qualification Form is a Parent Company Undertaking *[The Parent Company Undertaking shall be submitted by: (a) if a Parent Company executed (by itself) the referenced project(s) – such Parent Company; and/or (b) if a Sister Company executed the referenced project(s) – the joint Parent Company of the Experience Provider and such Sister Company].*

Additional Relevant Information:

[The Experience Provider may (but is not obligated to) provide additional information it believes is relevant to this Pre-Qualification Form]

[Signature page follows]

[Pre-Qualification Form “8” signature page]

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Participating Entity

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

ATTACHMENT “A” TO PRE-QUALIFICATION FORM “8”

CHART OF HOLDINGS

(To be attached by the Experience Provider with respect to each referenced project in which the Experience Provider relied on a Parent Company, Subsidiary, Sister Company or SPV)

ATTACHMENT “B” TO PRE-QUALIFICATION FORM “8”

PARENT COMPANY UNDERTAKING

(To be completed by: (a) if a Parent Company executed (by itself) a referenced project – such Parent Company; and/or (b) if a Sister Company executed a referenced project – the joint Parent Company of the Experience Provider and such Sister Company, each in a separate form)
(Capitalized terms shall have the meaning ascribed to them in the Invitation and in Pre-Qualification Form “8”)

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Parent Company) in connection with the Pre-Qualification Submitted by _____ (name of Participant or Members) (the “**Participant**”):

The Parent Company: *[Checked the applicable box]*

- ☐ Controls the Experience Provider which submitted Pre-Qualification Form “8”.
- ☐ Controls both the Experience Provider and the Sister Company which executed referenced projects(s) no(s). _____ specified in Pre-Qualification Form “8” submitted by the Experience Provider.

The Parent Company undertakes towards NTA that, if the Participant is declared as a Successful Bidder during the Tender Process, then to the extent required by NTA, the Parent Company shall provide or procure the provision of sufficient technical and professional support to the Experience Provider, so as to enable it to perform its obligations and its applicable scope of the works in accordance with the provisions of the Tender Documents.

To this extent the Parent Company undertakes to execute an additional undertaking in the form which shall be included in the Tender Documents.

Faithfully yours,

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Parent Company _____

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

PRE-QUALIFICATION FORM “9”**FINANCIAL ROBUSTNESS**

*(To be completed by the Participant (if it is a Single Entity Participant) or its Guarantor (as applicable); or by each Member (if the Participant is a Joint Venture Participant) or its Guarantor (as applicable))
(Capitalized terms shall have the meaning ascribed to them in the Invitation)*

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Single Entity Participant, Member or Guarantor (as applicable)) (in this Pre-Qualification Form, the “Submitting Entity”)

1. Financial Data of _____ (name of Submitting Entity): (*)

1.1. Turnover

Year	$t - 2$	$t - 1$	t
Turnover (TO) – in the original currency (name the currency: _____)			
Currency exchange rate (Annex F)			
Turnover (TO) – in NIS			

The Weighted Average Turnover of the Submitting Entity, is _____, calculated as follows:

$$\text{Weighted Average Turnover} = \frac{3 * TO_{(t)} + 2 * TO_{(t-1)} + 1 * TO_{(t-2)}}{6}$$

Where:

TO – Submitting Entity’s annual turnover for the applicable year in accordance with its annual Financial Statements for that year.

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

1.2. Equity

Year	Year of most recent annual Financial Statement
Equity – in the original currency (name the currency: _____) (based on most recent annual Financial Statements (provided such are not earlier than for the year 2025))	
Currency exchange rate (Annex “E”)	

Equity – in NIS	
-----------------	--

1.3. Operating Cash Flow

Year	$t - 2$	$t - 1$	t
Operating Cash Flow (CF)			

The Weighted Average Operating Cash Flow of the Submitting Entity, is _____, calculated as follows:

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

Where:

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

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

The Submitting Entity’s Weighted Average Operating Cash Flow: *[check applicable]*

☐ is not negative.

☐ is negative, and the ratio between:

(a) the absolute value of *[check applicable]* ☐ The Submitting Entity’s Weighted Average Operating Cash Flow or ☐ The Submitting Entity’s Operating Cash Flow based on its most recent annual Financial Statements (provided such are not earlier than for the year 2025), and

(b) the Submitting Entity’s equity on the last day of its most recent annual Financial Statements (provided that such are not earlier than for the year 2025),

is less than 25%.

() All data conversion in this Pre-Qualification shall be made in accordance with the provisions of Section 6.2 (Exchange of Currency) or 6.3 (Conversion of Currencies) (as applicable) of the Invitation.*

2. Attached as **Attachment “A”** to this Pre-Qualification Form “9” are the Financial Statements of the Submitting Entity for the years _____ (t-2), _____ (t-1), _____ (t) *(to be completed as applicable)*.

[Signature page follows]

[Pre-Qualification Form "9" signature page]

Date

(In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

ATTACHMENT “A” TO PRE-QUALIFICATION FORM “9”

FINANCIAL STATEMENTS

(To be attached by the Submitting Entity)

PRE-QUALIFICATION FORM “10”

TURNOVER

*(To be completed by each Member or Guarantor in a Joint Venture the Participant)
(Capitalized terms shall have the meaning ascribed to them in the Invitation)*

We, _____, _____, _____, the undersigned, are making this affidavit on behalf of _____; _____; _____; *(names of the Members and/or Guarantors (as applicable))*:

Based on all Pre-Qualification Forms “9” submitted by each Member or Guarantor (as applicable), the JV Combined Weighted Average Turnover is _____, as demonstrated below.

JV Combined Weighted Average Turnover

The JV Combined Weighted Average Turnover is _____, calculated as follows:

Member or Guarantor	A	B	Product of A and B
	Member’s or Guarantor’s Weighted Average Turnover (NIS)	Anticipated Holdings ^(*)	
		____%	
		____%	
		____%	
JV Combined Weighted Average Turnover (NIS)			

() The Anticipated Holdings of the Member (including where such Member relied on a Guarantor) as specified in Pre-Qualification Form “2” submitted by the Member.*

[Signature page follows]

[Pre-Qualification Form “10” signature page]

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

() In his signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Participating Entity is/are authorized to sign on behalf of the Participating Entity and to commit the Participating Entity for purposes of this Pre-Qualification Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Participating Entity appeared before him and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

PRE-QUALIFICATION FORM “11”

CRIMINAL INFORMATION AFFIDAVIT

*(To be completed by each Relevant Entity)
(Capitalized terms shall have the meaning ascribed to them in the Invitation)*

To:
Chairman of the Tender Committee
NTA – Metropolitan Mass Transit System Ltd.
Holon

Dear Sir,

**Re: Invitation for Pre-Qualification to Participate in a Tender for the Execution of Infra #2
Works in connection with the Tel Aviv Metropolitan Metro Lines
(the “Invitation”)**

I, the undersigned, _____, bearer of ID no. _____ 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. In this affidavit:

“**Criminal Information Law**” shall mean the Criminal Information and Rehabilitation Law, 5779-2019.

“**Criminal Information and Rehabilitation Regulations (Restriction on the Disclosure of Information)**” shall mean the Criminal Information and Rehabilitation Regulations (Restriction on the Disclosure of Information – Limiting Information on Pending Cases where no Indictment has been filed), 5782-2022.

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

2. I serve as a _____ [position] in _____ (the “**Company**”).

3. This affidavit is given pursuant to the Criminal Information and Rehabilitation Law and its Regulations as part of the Invitation in reference and as part of the Pre-Qualification Submission of _____ [name of the Participant or the Members of the Participant to be completed].

4. I hereby give this affidavit [check the applicable] –

- 4.1. ☐ On behalf of the Company and in its name, as I am duly authorized by the Company to provide this affidavit. ^[*]

^[*] **Note:** If the authorized representative on behalf of the Company is one of the officeholders listed in Section 4.2 below, the authorized representative is required to complete a separate Criminal Information Affidavit (this Pre-Qualification Form “9”) also for himself/herself.

- 4.2. ☐ On behalf of myself and with respect to myself, as I serve in the following position(s) in the Company *[relevant only if the Company is the Participant or a Member of the Participant]*;

4.2.1. ☐ Chief Executive Officer (CEO) of the Company;

4.2.2. ☐ Chairman of the Board of Directors of the Company;

4.2.3. ☐ Other Office Holder (as such term ("נושא משרה") is defined in the Companies Law, 1999) of the Company (specify the position: _____), and I am significantly involved in the Pre-Qualification Process.

5. I hereby declare that, after inquiry and verification carried out with respect to ☐ the Company’s position; or ☐ myself (the “**Referenced Entity**”) *[check all applicable options]* –

5.1. ☐ The Referenced Entity was not convicted of an Offence, and there is no criminal information relating to an Offence regarding the Referenced Entity, in the criminal record [המרשם הפלילי], as such term is defined in Sections 1 and 14 of the Criminal Information Law [מידע מהמרשם הפלילי] (or any equivalent foreign registration); with respect to which the relevant statute of limitation period [תקופת ההתיישנות] and/or deletion period [תקופת המחיקה] pursuant to such law – has not yet expired.

5.2. ☐ the Referenced Entity was convicted of an Offence, and there is criminal information relating to an Offence regarding the Referenced Entity, in the criminal record [המרשם הפלילי], as such term is defined in Sections 1 and 14 of the Criminal Information Law [מידע מהמרשם הפלילי] (or any equivalent foreign registration); with respect to which the relevant statute of limitation period [תקופת ההתיישנות] and/or deletion period [תקופת המחיקה] pursuant to such law – has not yet expired; but such information should not preclude the Company from participating in the Pre-Qualification Process *[Provide full details of the Offence and conviction and the reasons for not disqualifying the Company]*:

5.3. ☐ To the best of my knowledge, no investigation is being conducted and no indictment has been served, against the Referenced Entity with respect to an Offence, and there is no criminal information relating to an Offence, regarding the Referenced Entity, in the police record [המרשם המשטירתי], as such term is defined in Sections 1 and

30 of the Criminal Information Law [מידע מהמרשם המשטרתי] (or any equivalent foreign registration); with respect to which the relevant period pursuant to the Criminal Information and Rehabilitation Regulations (Restriction on the Disclosure of Information) (or any equivalent foreign law) – has not yet expired.

- 5.4. ☐ An investigation is being conducted, or indictment has been served, against the Referenced Entity with respect to an Offence, and/or there is criminal information relating to an Offence, regarding the Referenced Entity, in the police record המרשם [המשטרתי], as such term is defined in Sections 1 and 30 of the Criminal Information Law [מידע מהמרשם המשטרתי] (or any equivalent foreign registration); with respect to which the relevant period pursuant to the Criminal Information and Rehabilitation Regulations (Restriction on the Disclosure of Information) (or any equivalent foreign law) – has not yet expired; but such information should not preclude the Company from participating in the Pre-Qualification Process *[Provide full details of the Offence and investigation/indictment and the reasons for not disqualifying the Company]:*
- _____
- _____

6. I agree that the Israel Police may provide the Tender Committee with criminal information from the criminal record [המרשם הפלילי] and from the police record [המרשם המשטרתי] in relation to the Referenced Entity and for this Pre-Qualification Process, in accordance with the provisions of the Criminal Information Law and its Regulations, and specifically pursuant to Sections 14 and 30 of the Criminal Information Law.
7. The above consent shall also apply to the disclosure of criminal information to the Tender Committee from time to time, for the purpose of periodic review of any changes to the criminal information relating to the Referenced Entity.
8. I acknowledge that pursuant to the Criminal Information Law, I am entitled to review the records relating to the Referenced Entity in the criminal record [המרשם הפלילי] and the police record [המרשם המשטרתי].
9. I acknowledge that if there is any criminal information relating to the Referenced Entity, it shall not necessarily preclude participation in the Pre-Qualification Process, and that I am entitled to provide information relating to rehabilitation or personal matters, in order for such information to be taken into account in the examination of the Pre-Qualification Submission, in accordance with the criteria set by Law.

In case of a corporation – rehabilitation shall be examined, *inter alia*, in adopting effective compliance, supervision and enforcement measures.

10. I acknowledge and agree that in the event the Tender Committee or NTA, as the case may be, disqualify the Company or the Participant, as the case may be, or impose conditions on the Company or the Participant, as the case may be, or following the execution of the Agreement terminate the Agreement, based on criminal information pertaining to the Referenced Entity, the Participant will be notified that such decision was pertaining to the Referenced Entity, without detailing the content of such information.

11. I hereby waive the right to receive notice about the disclosure of criminal information pertaining to the Referenced Entity to the Tender Committee, subject to the Criminal Information Law and its Regulations.

This is my name, this is my signature and all of the above is the truth.

Date

Name and Signature

CERTIFICATION

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

In addition, I, _____, ☐ attorney-at-law ☐ public notary [*check applicable box*], hereby do attest and confirm that _____ is authorized to sign on behalf of _____, and to commit it for purposes of the above stated Pre-Qualification Form, for all purposes and intents. [*to be completed only if this Criminal Information Affidavit is submitted on behalf of a corporation*]

Attorney-at-Law / public notary