

8 September 2025
#2721592

To:

All Bidders

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

Addendum No. 4

1. Pursuant to the Invitation to Bid issued on June 12, 2025 (the “**ITB**”) and in accordance with the provisions thereof, the attention of all Bidders is drawn to the following matters:
 - 1.1. Further to request received, the **Bid Submission Date** has been postponed until **October 16, 2025**. All other provisions of the ITB, inter alia Section 5.10 (*Submission Date*) thereof, regarding the Bid Submission Date, shall remain unchanged. Bidders’ attention is further drawn to the fact that the Bid Bond Expiry Date has also been updated accordingly (the updated expiry date is now October 16, 2026).
 - 1.2. The Last date for submission for Voluntary Pre-Ruling of Bid Bonds has been postponed until **September 15, 2025**. All the other provisions of the ITB, regarding the Voluntary Pre-Ruling of Bid Bond, shall remain unchanged.
 - 1.3. Updated version of Volume 1 (*Invitation to Bid*); Part I (*the Invitation*) with tracked changes is attached to this Addendum. A clean version of the Tender Documents is available on NTA's website.
2. In the event of any discrepancy, ambiguity or contradiction between any information contained in this Addendum and the Tender Documents, including the Invitation to Bid, the provisions of the Addendum shall prevail.
3. This Addendum shall constitute an integral part of the Invitation and the Tender Documents.
4. This Addendum shall be signed and attached to the Bid, in accordance with the provisions of the Tender Documents.
5. The issuance of this Addendum does not derogate from any of NTA’s or the Tender Committee’s rights and prerogatives under the Tender Documents or Law.



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

Respectfully Yours,

NTA – Metropolitan Mass Transit System

Bidder's Signature

Tender no. 143/2025

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

Volume 1 – Invitation to Bid

Part I. the Invitation

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1 DEFINITIONS

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

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

Consultant	-	Means the Successful Bidder after signing the Services Agreement with NTA (if the Agreement will be signed).
Current Agreement	-	Means as set out in Section 2.5 of this ITB.
Current Service Provider	-	Means as set out in Section 2.5.
Declared Entity	-	Shall mean an Entity: (i) declared under Section 3 and/or Section 9 of the Law for the Struggle with Iran's Nuclear Program from 2012; and/or (ii) declared under Section 3 and/or 4 of Law for the Prevention of Distribution and Financing of Weapons of Mass Destruction from 2018; (iii) listed by the Israeli Sanctions Administration ("מטה הסנקציות") according to any applicable Law.
Deputy PAO Manager	-	Shall have the meaning ascribed thereto in Appendix 2 (<i>Scope of Services</i>) of the Agreement.
Deputy TAT Manager	-	Shall have the meaning ascribed thereto in Appendix 2 (<i>Scope of Services</i>) of the Agreement.
Deviation	-	Means as set out in Section 9.6 (<i>Tender Committee's Prerogatives</i>)
Entity	-	Shall mean any corporation or partnership recognized by law within its domicile, excluding individuals.
Evaluation Process	-	Means as set out in Section 7.1 below.
Financial Proposal	-	The information submitted by the Bidder within Tender Form 18 in accordance with the provisions of Annex C of this ITB .
Interested Parties	-	Shall have the meaning in accordance with the Companies Law 5759-1999 ("בעל ענין").
Law(s)	-	Means all laws, statutes, ordinances, regulations and orders of the State of Israel and any by-laws of any municipal or public authority of the State of Israel, including municipal by-laws, procedures and permits, directives, specifications, standards, safety requirements; decisions of any Ministry of the

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

under the Securities Law, 1968; Offences under the Prohibition on Money Laundering Law, 2000; Offences under the Planning and Building Law, 1965; or any other criminal offence which results in a prison sentence of at least one (1) year; or if the Entity or any office holder or representative thereof is not a citizen or a resident of the State of Israel, analogous offences committed under the laws of its domicile, provided that the conviction for such offence (committed in Israel or outside of Israel) was given during the seven (7) years preceding the Bid Submission Date.

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|---|---|
| PAO | - shall have the meaning ascribed thereto in Appendix 2 (<i>Scope of Services</i>) to the Agreement. |
| PAO Manager | shall have the meaning ascribed thereto in Appendix 2 (<i>Scope of Services</i>) to the Agreement. |
| Performance Security | - Shall have the meaning ascribed thereto in Clause 6 of the Agreement. |
| Project Management Consultants or PMCs | - Shall have the meaning ascribed thereto in Appendix 2 (<i>Scope of Services</i>) to the Agreement. |
| Privileged Information | - Parts of the Bid (including clarifications with respect thereto) marked and specified by the Bidder as being of a commercially sensitive or confidential nature, according to Section 5.8 of this Invitation. |
| Program | - Shall have the meaning ascribed thereto in Appendix 2 (<i>Scope of Services</i>) to the Agreement. |
| Project(s) | - Shall have the meaning ascribed thereto in Appendix 2 (<i>Scope of Services</i>) to the Agreement. |
| Quality Proposal | - The information submitted by the Bidder within Tender Forms 7 to 8, 10 to 11 and 16 , in order to demonstrate Bidder's previous professional experience for achieving scoring according to the Evaluation Criteria as set forth in Volume 1; Part III (<i>Evaluation Criteria</i>). |
| Quality Proposal Score or QPS | - Shall have the meaning ascribed thereto in Volume 1 (ITB); Part III (<i>Evaluation Criteria</i>). |

Quantity Evaluation	for	-	Shall have the meaning ascribed thereto in Section 7.5.4 (<i>Establishment of the Calculated Financial Proposal</i>) below.
Requests Clarification	for	-	Means as set out in Section 3.4.
Regulations		-	Means as set out in Section 3.1.1.
Redacted Copy		-	Means the copy of the Bid described in Section 5.7.2 of this Invitation.
Related Entity		-	Shall have the meaning ascribed to such term (“גורם קשור”, including derivatives thereof), pursuant to: (i) the Law for the Struggle with Iran’s Nuclear Program from 2012; and/or (ii) the Law for the Prevention of Distribution and Financing of Weapons of Mass Destruction from 2018.
Retainer Financial Proposal or RFP			Shall have the meaning ascribed thereto in Section 7.5.6 (<i>Retainer Financial Proposal</i>) below.
Relevant Employee	Key	-	Shall have the meaning ascribed thereto in Section 6.2 (<i>Retainer</i>) of Annex C (<i>Financial Proposal – Submission Instructions</i>) of this ITB .
Second Bidder	Ranked	-	The Bidder who submitted the highest overall ranking Bid, excluding the Successful Bidder.
Services		-	Shall mean the Services to be provided by the Successful Bidder after (and if) signing the Agreement with NTA and in accordance with the provisions thereof.
Services Agreement		-	The service agreement for Assurance Management and Technical Auditing Services, including (i) each and every document mentioned and listed in Annex A and (ii) each and every annex, annexure, appendix, attachment, exhibit, schedule, and form attached thereto, referred to therein and/or incorporated therein, all as amended from time to time in accordance with the provisions of the Agreement.
Small Task		-	Shall refer to any Task(s) under Audit with an estimated or actual value of the construction phase or procurement or manufacturing (as applicable) of up to One Hundred Million NIS (NIS 100,000,000)

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

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

2 **OVERVIEW**

- 2.1 **General Description of the Program.** NTA—Metropolitan Mass Transit System Ltd. (NTA) is a government-owned company responsible for developing and constructing mass transit systems in the Tel Aviv metropolitan area, including three (3) LRT lines and (3) Metro Lines. A general description of the Program and the various Projects (the various LRT and Metro lines) is attached as **Attachment A** to **Appendix 2** (*Scope of Services*) of the Agreement.
- 2.2 **General Description of the Required Services.** NTA has chosen to adopt an extensive rail transit program assurance approach embracing quality, systems engineering, Reliability, Availability, Maintainability, and Safety (RAMS), sustainability, human factors, safety, and technical assurance processes, as well as other good industry practices and processes as applicable. To assist with this approach, NTA is looking forward to receiving a Bid for a consultancy company to conduct an external independent program and quality assurance role, create and manage a Program Assurance Office, and carry out the role of a Technical Audit Team to ensure that the Program is world-class and performed according to agreed requirements duly reviewed and validated by the Project Management Consultants and/or Line Managers dedicated to each Project, as detailed in **Appendix 2** (*Scope of Services*) of the Agreement
- 2.3 By submitting their Bids, Bidders acknowledge that NTA does not commit to procuring Services from the Successful Bidder at any minimum amount. Furthermore,

Bidders agree not to assert any claims or demands of any nature for any potential damages or losses, whether incurred by themselves or others, arising from the Scope of Services required under the Agreement.

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

2.5 The Current Service Provider

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

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

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

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

2.6 General Requirements – The Bidder

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

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

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

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

- 2.6.4 There are no actions or proceedings pending nor, to the best of its knowledge, there are no actions or proceedings that might result in dissolution, liquidation, the freeze of assets, bankruptcy, insolvency, the appointment of a trustee, a liquidator or a receiver (including temporarily), or any other analogous situation.
- 2.6.5 It and any Interested Party, including the office holders thereof involved in this Tender or in the consulting services on its behalf (including individuals), are not residents or citizens of a state that does not have diplomatic relations with the State of Israel.
- 2.6.6 It is not a Declared Entity, and it is not a Related Entity of a Declared Entity, and the office holders thereof involved in the Tender Process or in the consulting services on its behalf are not Declared Entities or Related Entities of the Declared Entities.
- 2.6.7 Subject to the provisions of Section 2.7 (*An Entity Charged with, or Convicted of an Offence*) below, it and any Interested Party thereof (including individuals involved in the Tender Process), have not been convicted of an Offence and no indictment (criminal charges) with respect to an Offence has been filed (submitted) against any of such.
- 2.6.8 It respectfully complies with the General Requirements, Threshold Requirements, and Financial Requirements as specified in **Volume 1 part II** (*Threshold Requirements*).
- 2.7 An Entity Charged with, or Convicted of an Offence
- 2.7.1 In the event that a Bidder or any Interested Party thereof does not comply with the requirement of Section 2.6.7 above, the Bidder shall submit to the Tender Committee relevant information with respect to the applicable Offence(s). Such information is to be submitted within **Tender Form 1**.
- 2.7.2 The Tender Committee may, at its sole discretion, (i) disqualify the Bidder from participating in the Tender Process; or (ii) impose conditions and restrictions concerning its participation in the Tender Process. In each case as the Tender Committee shall deem fit.
- 2.7.3 Any decision reached by the Tender Committee may be published in an Addendum without disclosing the identity of the relevant Entity or the nature of the Offence (unless otherwise determined by the Tender Committee, at its sole discretion).
- 2.7.4 The Tender Committee may exercise its rights hereunder either prior to or following the Bid Submission Date.

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

2.8 Term of the Agreement

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

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

2.9 Anticipated Schedule for the Tender Process

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

Activity	Date
Last date for submission of Requests for Clarification by the Bidders (the "Clarification Submission Deadline")	11.8.2025 , by no later than 14:00 (Israel Standard Time)
Bidders' Conference	will be announced separately (if applicable)
Last date for submission for Voluntary Pre-Ruling of Bid Bonds as detailed in Section 7 (<i>Voluntary Pre-Ruling of Bid Bond</i>) of Annex A to Volume 1 (<i>ITB</i>); Part II (<i>Threshold Requirements</i>).	8.9.2025 <u>15.9.2025</u>
Bid Submission Date	29.9.2025 <u>16.10.2025</u> , by no later than 14:00 (Israel Standard Time)
Bid Bond Expiry Date	29.9.2026 <u>16.10.2026</u>

2.10 Access to Documents

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

2.10.2 The Tender Committee or anyone on its behalf shall not be responsible in any respect for any damage or loss of any kind whatsoever suffered by a Bidder

or anyone on its behalf due to an error or omission with respect to any information provided under this Section 2.10 (*Access to Documents*).

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

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

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

2.11 Bidders' Conference

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

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

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

3 **TENDERING RULES**

3.1 Governing Law

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

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

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

3.2 Conformity with All Applicable Laws

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

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

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

3.4 Clarification of the Tender Documents

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

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

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

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

- 3.4.4 NTA is not obligated to clarify or interpret the Tender Documents, respond to any Request(s) for Clarification, or publish any of the Requests for Clarification submitted to it in their original form.
- 3.4.5 The Tender Committee reserves the right to ignore Requests for Clarifications not submitted per the foregoing requirements. Any Request for Clarification submitted after the final date for the submission of Requests for Clarifications stipulated in Section 2.9 (*Anticipated Schedule for the Tender Process*) will be accepted or rejected, answered or not, at the sole discretion of the Tender Committee.
- 3.4.6 NTA may request a Bidder to clarify any part of its Request for Clarifications, including by meeting with the Bidders or any of them (in a joint or separate meeting).
- 3.4.7 Although NTA has no obligation to clarify or interpret the Tender Documents, it may issue an Addenda to clarify or interpret them in response to Requests for Clarifications or as an initiated clarification, in accordance with the provisions of Section 4.4 (*Addenda*) below.
- 3.4.8 The Tender Committee may rephrase any Request for Clarification as it shall deem fit under the circumstance.
- 3.4.9 NTA shall not be bound by, and Bidders shall not rely on, any oral interpretation or clarification of the Tender Documents. Any response or non-response by the Tender Committee to any Request for Clarification by Bidders shall not be construed as approval or agreement unless explicitly stated in writing by the Tender Committee. Bidders may only rely upon written Addenda published by NTA.
- 3.4.10 A response by the Tender Committee to any Request for Clarification shall not derogate from any of the discretions or prerogatives of the Tender Committee under this ITB, including (inter alia) under Section 4.4 (*Addenda*) below.

4 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 4.1 The Tender Documents and any and all intellectual property rights therein are exclusively owned by NTA and are entrusted with the Bidders for the sole purpose of participation in the Tender Process.
- 4.2 By participating in the Tender Process, each Bidder is deemed to have agreed to keep in strict confidence, not to disclose and not to make any use, whether partially or wholly, of any information or data, in any form or media, provided to it by or on behalf of the Tender Committee or made known to it otherwise as a result of or in connection with this ITB or the Tender Process, except that each Bidder may use such information or data solely for the purpose of preparing its Bid. It is hereby clarified

that this Section does not apply to documents and/or information published by NTA on NTA's Website

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

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

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

4.4 Addenda

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

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

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

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

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

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

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

- 4.4.8 The foregoing does not derogate from the provisions of Section 4.4.9 below and shall not be construed as creating any obligation on the part of NTA or the Tender Committee to inform any Bidder of any one or more Addendum published on the NTA's Website.
 - 4.4.9 Bidders are required to check the Website on a regular basis for any Addenda, during the Tender Process and prior to the Bid Submission Date.
 - 4.4.10 Without derogating from the provisions of Section 2.9 (*Anticipated Schedule for the Tender Process*) above and this Section 4.4 (*Addenda*), the Tender Committee may postpone the Bid Submission Date, or any other date herein, as shall be necessary in the opinion of the Tender Committee to enable the Bidders to revise their Bids as a result of any Addendum issued by the Tender Committee. The announcement of a new date, if any, will be included in the Addendum.
- 4.5 Information Supplied to Bidders
- 4.5.1 Bidders are required to make themselves familiar with all Tender Documents.
 - 4.5.2 It is clarified that any reliance by the Bidders or anyone on their behalf on any information contained in the Tender Documents in their Bid, the signing of the Services Agreement and the performance of the Services, and the making of any omissions, interpretations, or conclusions from information which is made available by NTA, is at Bidders' sole responsibility.
 - 4.5.3 NTA shall not be responsible in any respect for any loss or damage whatsoever suffered by Bidders, their employees, officers, agents, or any other persons for whom Bidders may be contractually or legally responsible or accountable by reason of any use of the information contained in the Tender Documents or provided in connection therewith, or any act or omission in reliance thereon.

5 **METHOD OF SUBMISSION**

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

- 5.1 Compliance with the Requirements of the Tender Documents
 - 5.1.1 Bidders shall prepare their Bids in strict conformity with the requirements of the Tender Documents. Bidders shall answer all parts relevant to the Bids in an accurate and detailed manner, disclosing all the information requested, as well as any additional information or data required to clarify, substantiate, and, in general, support the Bid by the Bidder.
 - 5.1.2 The Financial Proposal shall be prepared in accordance with the provisions of **Annex C** (*Financial Proposal – Submission Instructions*) of this ITB. Without derogating from the generality of the foregoing, Bidders are referred to Section 3, Volume 1, Part III (*Evaluation Criteria*) and **Appendix 2** (*Scope of*

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

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

5.2 The Bid Envelopes

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

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

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

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

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

5.2.1.2.2.1 Invitation to Bid and all Annexes and attachments

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

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

5.2.2 Envelope no. 2 – The Financial Proposal

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

5.3 No Unauthorized Modification

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

5.4 Priority of Documents

- 5.4.1 During the Tender Process, in the event of discrepancies between any of the provisions of the Tender Documents, the stricter provision, as determined by the Tender Committee, at its sole discretion, shall prevail, unless otherwise determined by the Tender Committee and approved in writing. Any discrepancy shall be brought to the attention of the Tender Committee as soon as possible.
- 5.4.2 During the Term of the Agreement, the provisions of the Agreement with respect to the order of precedence shall apply.

5.5 Language of the Bid

- 5.5.1 The Bids and the statements contained therein and all other documents constituting the Bid are to be submitted in English, in typed form.
- 5.5.2 Any such documents and printed literature Submitted by the Bidder in any other language must be accompanied by a translation to English. NTA reserves its right to require an authenticated copy of the translation in accordance with the applicable Laws of the relevant jurisdiction in the matter. In this case, for interpretation purposes, the translation to English shall prevail.
- 5.5.3 The Tender Committee reserves the right, at its sole discretion, to conduct parts of the Tender Process in Hebrew, including in its meetings, discussions, protocols, correspondences, negotiations, and responses to Requests for Clarification, etc. (of which no translation will be provided).

5.6 Signing of the Bids

- 5.6.1 The Bids shall be duly signed as applicable, in the designated areas for signatures, by the person/persons duly empowered and authorized to sign on behalf of the Bidder and/or to bind the Bidder for all required matters in connection with the Bid. The name and position held by each person signing on behalf of the Bidder must be typed or printed below the signature.
- 5.6.2 All pages of the Bid will be enumerated, and the Bid will include a detailed table of contents.
- 5.6.3 Each Tender Form and information submitted therein shall be duly signed by the relevant Entity as provided in such Tender Form.
- 5.6.4 The Agreement shall be duly signed by the Bidder in the designated areas and attached to the Bid as required.
- 5.6.5 Adjacent to every signatory's signature (excluding signatures in initials only) within the Bid, there shall be confirmation by an attorney identifying the signatory and confirming that the signatory is authorized to commit such signatory in relation to the document on which such signature appears.

5.7 Number of Copies

- 5.7.1 The Bid documents must be submitted and clearly marked so by the Bidder's Authorized Representative as one (1) original and one (1) identical copy (two (2) altogether) [the identical copy shall be verified, approved, and signed as such by the Bidder's lawyer. The lawyer's signature shall appear on the cover of each copy].
- 5.7.2 The Redacted Copy of the Bid (as described in Section 5.8 (*Identification of Sensitive and Classified Information ("Redacted Copy") and Disclosure of Documents*) below shall be submitted in a separate sealed envelope clearly marked "Redacted Copy".
- 5.7.3 In addition, each copy shall include one (1) USB storage device, each containing a copy of the Bid documents in PDF format (Tender Forms shall be submitted in original PDF format, and other documents may be submitted in scanned PDF format). Notwithstanding the foregoing, the Financial Proposal shall be submitted separately in one (1) separate USB storage device.
- 5.7.4 In the event of a discrepancy between any original copy and other copies (including the USB storage device copies), the original copy shall prevail.
- 5.8 Identification of Sensitive Information ("Redacted Copy") and Disclosure of Documents
 - 5.8.1 Without derogating from the generality of the provisions of Regulation 21(e) of the Regulations (and the discretion of NTA), Bidders may (but are not required to) submit a Redacted Copy (an additional, separate copy of its Bid), with redacted clauses considered by said Bidder as commercial secrets, confidential information, trade secrets or other proprietary information which should be protected from disclosure. General confidentiality statements will be disregarded.
 - 5.8.2 If a Bidder submits a Redacted Copy as specified in Section 5.8.1 above, then in addition to the copies of the executed Bid and the USB storage devices specified in Section 5.7 (*Number of Copies*) above, such Bidder shall submit an additional USB storage device containing a copy of its redacted Bid (the "**Redacted Copy**").
 - 5.8.3 The Redacted Copy shall contain the Bidders entire executed Bid (excluding the Financial Proposal) in PDF format only, in which those parts of the Bid identified by the Bidder as being of a sensitive or confidential nature in accordance with this Section and which, in its opinion, should not be disclosed to other Bidders, shall be redacted (provided that any redacted information shall be clearly so marked in the Redacted Copy (and not simply omitted).
 - 5.8.4 The attention of all Bidders is referred to the provisions below, which allow the Tender Committee to disclose information that the Bidder considers to be commercially sensitive or confidential.

- 5.8.5 The Financial Proposal shall not be deemed to constitute Privileged Information, notwithstanding its classification as such by the Bidder.
- 5.8.6 The Tender Committee will evaluate, as it deems necessary, the requests with respect to Privileged Information submitted by each of the Bidders. The decision of the Tender Committee with respect thereto will be issued to the Bidder. Without derogating from the discretion of the Tender Committee, it is expected that financial data of private companies shall in any case be deemed Privileged Information and shall not be subject to review by the Bidders.
- 5.8.7 If a Bidder did not identify parts of its Bid as being of a commercially sensitive or confidential nature, the Tender Committee will not be required to consider or determine the nature of such and shall be entitled to disclose such part.
- 5.8.8 If a Bidder identified parts of its Bid as being of a commercially sensitive or confidential nature (“**Privileged Information**”), such Bidder:
 - 5.8.8.1 Shall not be entitled to claim that the other parts of its Bid (which have not been identified by it as Privileged Information) are of a commercially sensitive or confidential nature and cannot be reviewed by other Bidders; and
 - 5.8.8.2 Shall not be entitled to review the Privileged Information or information which is of the same type or character as the Privileged Information in the Bids of other Bidders, unless otherwise determined by the Tender Committee, regardless of whether the Tender Committee has considered its requests for confidentiality, approved, or rejected such requests.
- 5.8.9 The foregoing shall apply with respect to all Bids (even if not specifically requested to apply such measures by a particular Bidder): (i) even if a Bidder did not submit any request with respect to Privileged Information; and (ii) even if the request of a Bidder with respect to Privileged Information was rejected by the Tender Committee; and (iii) even if the Tender Committee decides to apply its decision with respect to information it considers to be of a commercially sensitive or confidential nature (in a consistent manner).
- 5.8.10 Only following the announcement of the Successful Bidder and after the conclusion of the decision-making processes specified above by the Tender Committee the Bidders will be entitled to review the relevant protocols of the Tender Committee in connection with the selection process and the Bids submitted by the Successful Bidder, in accordance with Regulations 21(e)-21(f) of the Tender Regulations.
- 5.8.11 The foregoing review by a Bidder may be for a fee in an amount determined by the Tender Committee, including the Owner’s costs associated with the preparation of the review.

5.9 Sealing and Marking the Bid

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

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

5.10 Submission Date

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

5.10.2 The Bids shall be submitted to the Tender Committee, at the allocated tender box to be placed in NTA – Metropolitan Mass Transit System offices, Building A, at number 26 Harokmim St. Holon, Israel.

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

5.11 Validity of the Bids

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

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

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

5.11.4 During the Validity Period (including any Extended Period(s) thereof), the Bidders shall not modify, cancel, retrieve, revoke, or rescind the Bid by any

means or form, including by way of refraining from complying with any requirements or instructions issued pursuant to the provisions of the Tender Documents

6 GENERAL PROVISIONS RELATING TO THE PARTICIPATION OF BIDDERS

6.1 One Submission for Each Bidder

6.1.1 Each Bidder may submit only one Bid.

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

6.2 Authorized Representative

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

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

6.3 Advisors to the Tender Committee

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

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

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

- 6.3.3 The Advisors listed in **Annex B** (*List of Advisors to the Tender Committee*) shall not participate in this Tender and shall not be nominated and/or provide services to the Bidders with regards to this Tender.
- 6.3.4 The Tender Committee reserves the right, from time to time, to update **Annex B** (*List of Advisors to the Tender Committee*) as it deems appropriate under the circumstances.
- 6.3.5 The prohibition in Section 6.3.2 above shall apply where the Advisor is an Entity and to any person engaged thereby.
- 6.3.6 Without derogating from the foregoing, Bidders are required to request the approval of NTA for engagements with any other advisors that are not listed in **Annex B** (*List of Advisors to the Tender Committee*), to the extent the Bidder has knowledge that such are involved or were involved as consultants to NTA in connection with the Tender Process, or NTA's other Projects. The Bidder is required to request the approval of the Tender Committee for the engagement with the advisor by no later than the Clarification Submission Deadline.
- 6.3.7 If any information detailed within **Tender Form 5** (*Declaration and Obligation of No Conflict of Interest*), and any update thereof, shall raise any concern regarding the existence of a Conflict of Interest, then the Bidder shall be required to act according to the Tender Committee's instruction in that matter. For the avoidance of doubt, it is clarified that NTA may approve the engagements or connections presented by the Bidder within **Tender Form 5** (*Declaration and Obligation of No Conflict of Interest*), order the Bidder to cease them or stipulate on terms and conditions, all as it deems fit.
- 6.3.8 The attention of all Bidders is drawn to the provisions of the Agreement regarding the avoidance of conflicts of interest.

7 EVALUATION AND SELECTION OF THE SUCCESSFUL BIDDER

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

7.1 Evaluation Process

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

- 7.1.2 Without derogating from the rights and prerogatives of the Tender Committee under the Tender Documents and Law, with respect to each Stage, the Tender Committee will proceed to the next Stage of the Evaluation Process with Bids which: (i) the Tender Committee deemed to have complied with the requirements of the Tender Documents which are applicable to the reviewed Stage; and (ii) were not otherwise disqualified pursuant to the provisions of this ITB.
- 7.1.3 During the Evaluation Process, the Tender Committee may be assisted by its advisors and experts in evaluating, reviewing, and scoring the Bids.
- 7.2 Opening of the Tender Box
 - 7.2.1 The opening of the tender box shall be documented in a protocol
 - 7.2.2 **Stage 1:** Review and evaluation of the general information submitted as part of the Bid and examination of the Bidder's compliance with the Threshold Requirements in accordance with the provisions specified in Section 7.3 below.
 - 7.2.3 **Stage 2:** Evaluation of the Bidder's submission in regard to the Quality Criteria in accordance with the provisions specified in Section 7.4 below.
 - 7.2.4 **Stage 3:** Evaluation of the Bidder's Financial Proposal, in accordance with the provisions specified in Section 7.5 below.
 - 7.2.5 **Stage 4:** Determination of the Total Combined Score, in accordance with the provisions specified in Section 7.6 below.
- 7.3 Stage 1 – General Information and Threshold Requirements
 - 7.3.1 During the first Stage of the Evaluation Process, Bidders' **Envelope No. 1** (*General Information, Threshold Requirements, and Quality Proposal*) will be opened.
 - 7.3.2 NTA will review and evaluate the Threshold Requirements to determine whether they have been submitted in compliance with the requirements of the Tender Documents and whether the Bidder meets and demonstrates compliance with them as set forth in **Volume 1 Part II** (*Threshold Requirements*).
 - 7.3.3 NTA will proceed in evaluating the Quality Proposal of those Proposals that NTA deems to have fully complied with the Threshold Requirements, provided they are not disqualified pursuant to the relevant provisions as specified in the ITB.
- 7.4 Stage 2 – The Quality Proposal
 - 7.4.1 During the second Stage of the Evaluation Process, each Bidders' Quality Proposal (**Tender Forms 7 to 8, 10 to 11, and 16 of Envelope 1**) will be

assessed and scored in accordance with the Criteria as set forth in Section 2 of Volume 1, Part III (*Evaluation Criteria*).

- 7.4.2 Bidders must receive a score of seventy percent (70%) or more of the hundred (100) points for the Quality Proposal Score.
- 7.4.3 NTA will proceed in evaluating the Financial Proposal of those Proposals that NTA deems to have fully complied with the Quality Proposal of the Tender Documents and scored seventy percent (70%) or more of the Quality Proposal Score as aforementioned, provided they are not disqualified pursuant to the relevant provisions as specified in the ITB.
- 7.4.4 If less than three (3) proposals received the minimum scores required pursuant to 7.4.2 above, the Tender Committee shall be entitled, at its sole discretion, to waive the minimum score requirements in a way that allows three (3) proposals to pass to the next Stage. When exercising its right under this section, the Tender Committee shall consider *inter alia*, the total number of Bids, the number of Bids who met the minimum score, and etc.
- 7.4.5 The score awarded for the Bidder's Quality Proposal shall be weighted as eighty percent (80%) of the Total Combined Score.

7.5 Stage 3 – The Financial Proposal

- 7.5.1 During the third Stage of the Evaluation Process, the Tender Committee will evaluate the Financial Proposals of Bidders whose Bids were found to comply with the requirements of the Tender Documents (including, *inter alia*, pursuant to the previous evaluation Stages described above and which were not disqualified pursuant to the provisions of the Tender Documents).
- 7.5.2 The Tender Committee will evaluate and score the Financial Proposal on a scale of zero (0) to one hundred (100) points, according to the evaluation method set under this Section 7.5 (*Stage 3 - The Financial Proposal*), and according to the provisions of **Annex C** (*Financial Proposal – Submission Instructions*) of this ITB.
- 7.5.3 The score awarded for the Total Financial Proposal shall be weighted as twenty percent (20%) of the Total Combined Score.
- 7.5.4 Establishment of the Calculated Financial Proposal
 - 7.5.4.1 To establish the Calculated Financial Proposal (CFP) of the Bidder, the following formula shall apply:
$$\text{CFP} = (\text{Audit's Financial Proposal}) + (\text{Retainer Financial Proposal})$$
where:
 - 7.5.4.1.1 The Audit Financial Proposal is as specified in Section 7.5.5 (*Audit's Financial Proposal*) below.

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

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

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

7.5.5 Audit's Financial Proposal

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

Audit's Financial Proposal = A+B+C+D+E+F+G+H
(the "Audit's Financial Proposal")

7.5.6 Retainer Financial Proposal

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

7.5.7 Total Financial Score (TFS)

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

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

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

Where:

TFS – Total Financial Score

LCFP – Lowest CFP

CFP – The Bidder's Calculated Financial Proposal

7.6 Stage 4 – Determination of the Total Combined Score

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

$$TCS = (QPS \times 0.8) + (TFS \times 0.2)$$

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

8 GENERAL PROVISIONS RELATING TO THE EVALUATION STAGES

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

- 8.1 The Tender Committee is not bound to conduct the Stages of the Evaluation Process consecutively and, at its sole discretion, may the Stages of the Evaluation Process, conduct them simultaneously, combine Stages or separate components of a Stage into sub-stages.
- 8.2 The Tender Committee may determine additional Stages for the Evaluation Process, including requesting additional information and data and adding additional evaluation Stages during which Bidders will be required to amend their Bids (including the Financial Proposal) and/or submit additional information as a result of the Tender Committee's decisions.
- 8.3 The Tender Committee may provisionally pass any Bidder with respect to the requirements set forth herein or grant a provisional passing score to any Bidder for any of the applicable evaluation criteria, conditionally upon the receipt of all required information and/or documentation from such Bidder, or carry out the Evaluation Process in the sequence and stages or by applying procedures it considers to be most appropriate under the circumstances.

9 GENERAL PROVISIONS RELATING TO EXAMINATION AND EVALUATION OF THE BIDS

9.1 Independent Inquiry

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

9.2 Opening the Bids

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

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

9.3 Request for Presentation

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

9.4 NTA's Requests for Clarifications

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

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

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

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

9.5 Rejection or Disqualification of the Bids

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

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

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

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

- 9.5.3 Reject any Bid or condition the participation of the applicable Bidder in the Tender Process, if the Tender Committee is of the opinion that the Bidder's assumptions (as included in the Bid) are not realistic and/or are not consistent with the reasonable "base case scenario" for the rendering of the Services and/or the Financial Proposal does not comply with or will not enable the Bidder to comply with the Bidder's obligations under Law or under the Agreement, including, without limitation, in the event that in the opinion of the Tender Committee the Financial Proposal is not realistic and/or will not enable the Bidder to render the Services or any part thereof.
- 9.5.4 In addition, the Tender Committee is entitled, but is in no way obligated, to disqualify any Bidder, or impose any condition or instruction on its continued participation in the Tender Process in any of the following circumstances:
- 9.5.4.1 The Bidder failed to meet or demonstrate compliance with the Tender Documents.
- 9.5.4.2 The commencement of proceedings, in any court of competent jurisdiction, of bankruptcy, receivership, liquidation against a Bidder or any similar situation, as determined by NTA, or if the Bidder has become insolvent, or if a permanent or an interim receiver or liquidator has been appointed over a Bidder unless such proceedings are discharged within a reasonable period of time, as determined by NTA at its sole discretion.
- 9.5.4.3 The commencement of any voluntary action for the liquidation of any Bidder, except for the purposes of merger or reconstruction on terms approved by NTA in writing.
- 9.5.4.4 In the event that any Bidder is a resident or national of a country that does not have diplomatic relations with the State of Israel and/or of a country that does not have proper and reliable trade relations with the State of Israel.
- 9.5.4.5 In the event that the Bidder or a director or officer holder thereof (including individuals) has been indicted or convicted of, or has criminal proceedings conducted against it in connection with (i) an Offence; or (ii) any Offence which might result in any material or adverse change in its business; or (iii) any offence concerning grave professional misconduct; or (iv) any offence concerning fraud or

breach of trust; or (v) any other offence which, in the opinion of the Tender Committee, affects its integrity and/or credibility;

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

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

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

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

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

9.6 Tender Committee's Prerogatives

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

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

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

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

- 9.6.2 The Tender Committee shall be entitled, at its sole discretion, to determine whether or not to act in accordance with any of the alternatives specified above, in whole or in part, or in stages and to treat differently different Deviations within the same Bid or within different Bids.
- 9.6.3 The approval of the Tender Committee to correct a certain type of Deviation shall not be deemed as approval to correct any other type of Deviation.
- 9.6.4 Any correction, completion of information, or amendment submitted by the Bidder pursuant to the provisions of the Invitation, at the Tender Committee's sole discretion, shall not improve the Bidder's Quality Proposal Score.
- 9.6.5 The Tender Committee shall be entitled to, inter alia, the following:
 - 9.6.5.1 To attribute qualities of one Entity to another even if not completely proven as identical entities.
 - 9.6.5.2 To convert a requirement into another, provided that the requirement is equivalent to the purpose of the original requirement.
 - 9.6.5.3 To change any decision made in each of the Tender Stages, including a determination that a Bidder did not meet any of the Threshold Requirements even after the completion of Stage 1.
 - 9.6.5.4 To consider during the Tender Process any information available to it in addition to the information contained in the Bid from any source whatsoever (including Public Domain information and information provided by another bidder), including regarding compliance with any requirement of the Tender requirements.
 - 9.6.5.5 To make any decision in connection with the interpretation of the Threshold Requirements, including adopting a broad interpretation or waiving a formal requirement, provided that the meaning ascribed thereto shall consist with the purpose of the requirement within the Tender Documents. With regards to the Threshold Requirements, NTA distinguishes between the Threshold Requirements and the method of demonstrating compliance with the Threshold Requirements. NTA shall be entitled to examine the Bidder's compliance with the Threshold Requirements substantially as of the Bid Submission Date. For that purpose, NTA will be entitled to rely on references and/or information and/or documents that were not presented and/or attached to the Bidder's Bid, provided that all Requirements were met by the Bid Submission Date.
- 9.6.6 At any stage during the Tender Process, the Tender Committee may request the Bidder to correct, complete information, or amend its Bid, including with regard to Deviations. In the event that a Bidder refuses to comply with a request of the Tender Committee without derogating from any of its rights and

prerogatives pursuant to this ITB or Law, the Tender Committee may disqualify the Bidder's Bid.

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

9.7 Negotiation, Best and Final

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

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

9.8 Successful Bidder

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

- 9.8.2 Subject to receipt by NTA of all required approvals, NTA shall issue a Letter of Award, acknowledging the Successful Bidder's Bid as being the awarded Bid of the Tender.
- 9.8.3 NTA, at its sole discretion, may decide not to select any of the Bids or cancel the entire Tender Process at any time. Furthermore, NTA is not bound to accept the lowest-priced Bid, the highest overall ranking Bid, or any Bid whatsoever.

9.9 Second Ranked Bidder

- 9.9.1 Concurrently with the Letter of Award, NTA may notify the Bidder awarded with the second highest Final Scores in writing that they were rewarded the highest overall ranking, excluding the Successful Bid (the “**Second Ranked Bidder**”).
- 9.9.2 It is hereby clarified that the Bid presented by the Second Ranked Bidder shall remain valid for an additional period of ten (10) months following the issuance of the Letter of Award. The Tender Committee may request the Second Ranked Bidder to extend the validity of its Bid for an additional period of six (6) months, provided that the Second Ranked Bidder has consented to the extension thereof.
- 9.9.3 The Tender Committee reserves the right to award the Agreement to the Second Ranked Bidder by a replacing notification (hereinafter in this Section, the “**Tender Committee's Notification**”), In the event that:
 - 9.9.3.1 the Successful Bidder fails to sign the Agreement for any reason whatsoever; or
 - 9.9.3.2 in the event the Agreement was terminated by NTA (following its execution by the Successful Bidder and NTA) for any reason whatsoever, within ten (10) months following the issuance of the Letter of Award.
- 9.9.4 The Second Ranked Bidder shall then be required to provide NTA with the documents specified in Section 10.2 (*Post Award Requirements – Preconditions for the Execution of the Agreement*) below, 10.2.1 which are required prior to the execution thereof, within forty-five (45) days following the issuance of the Notification.
- 9.9.5 It is hereby clarified that the Second Ranked Bidder shall be required to extend the validity period of its Bid Bond accordingly. Should the Tender Committee request the Second Ranked Bidder to extend the Validity of the Bid Bond for a period exceeding the Bid Bond Expiry Date (as stipulated in Section 2.9 (*Anticipated Schedule for the Tender Process*) or the updated expiry date if the Bids' validity were extended per Section 5.11.2 above), the Tender Committee will pay the Second Ranked Bidder for the duration of the

extension of the Bid Bond, a monthly payment of three thousand (3,000) NIS including VAT (or the pro rata thereof for any part of a month).

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

9.10 The Services Agreement

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

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

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

10 **TENDER AWARD**

10.1 Notification of Successful Bidder

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

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

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

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

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

10.2.1.1 The Successful Bidder furnished to NTA the Certificate of Insurance signed by the insurers in accordance with the Agreement. NTA, at its

sole discretion, may approve specific modifications to the Certificate of Insurance as it deems fit regarding the circumstances.

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

10.2.1.2.1 Deputy TAT Manager

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

- 10.2.1.2.1.1 Qualified engineer who has a minimum of ten (10) years of experience after obtaining an engineering degree.
- 10.2.1.2.1.2 Managed the design and construction phases in Rail Line Project(s) for a period of at least five (5) years.
- 10.2.1.2.1.3 During the period commencing on 1 January 2014 and ending on Bid Submission Date, provided Engineering Consultancy Services in at least five (5) of the fields stipulated under the Definition "Engineering Consultancy Services" in Section 1 of Volume 1 Part II (*Threshold requirements*), for at least three (3) consecutive years.

10.2.1.2.2 Deputy PAO Manager

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

- 10.2.1.2.2.1 Managed the quality assurance in Rail Line Project(s) for a period of at least five (5) years. It shall be noted that only experience gained following obtaining an engineering degree will not be considered.
- 10.2.1.2.2.2 During the period commencing on 1 January 2014 and ending on Bid Submission Date, provided development and the implementation of QMS in at least one (1) Rail Line Project for at least three (3) consecutive years.

10.2.1.2.3 For the approval of the Deputy TAT Manager and the Deputy PAO Manager, the Successful Bidder should provide NTA in advance with a detailed curriculum vitae

of each proposed team member. NTA reserves the right to conduct a personal interview with any proposed member as a condition for their approval.

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

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

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

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



Annex A
List of Tender Documents

Volume 1

- Part I** - **Invitation to Bid (ITB)**
- Annex A – List of Tender Documents
 - Annex B – List of Advisors to the Tender Committee
- Part II** - **Threshold Requirements (TR)**
- Annex A – Bid Bond – General Provisions
 - Annex B – Currencies Conversion
- Part III** - **Evaluation Criteria (EC)**
- Part IV** - **Tender Forms**
- Tender Form 1 – The Bid Letter
 - Tender Form 2 – Power of Attorney - Authorized Representative
 - Tender Form 3 – The Bidder
 - Tender Form 4 – Certificates and Affidavit According to Public Entities Transactions Law
 - Tender Form 5 – Declaration and Obligation of No Conflict of Interest
 - Tender Form 6 – The Bid Bond
 - Tender Form 7 – Engineering Consultancy Services Experience
 - Tender Form 8 – Quality Assurance Services Experience
 - Tender Form 9 – Not in use
 - Tender Form 10 – Technical Auditing Manager
 - Tender Form 11 – PAO Manager
 - Tender Form 12 – Experience Provider Undertakings
 - Tender Form 13 – Financial Threshold Requirements
 - Tender Form 14 – No Going Concern
 - Tender Form 15 – Letter of Guarantee (if applicable)
 - Tender Form 16 – Proposed Methodology for the Performance of the Services and ISO 9001:2015 Certification or Alignment with the Requirements of the Said Standard
 - Tender Form 17 – Signed Services Agreement
 - Tender Form 18 – Financial Proposal

- Tender Form 18A – Financial Proposal (Excel)
- Tender Form 19 – Contents of the Bid

Volume 2**Part I Services Agreement****Part II Appendices**

- Appendix 1 – Definitions
- Appendix 2 – Scope of Services
- Appendix 3 – Remuneration and Payment
- Appendix 4 – Time Schedule
- Appendix 5 – Software Requirements and Document Control
- Appendix 6 – Information Security Requirements
- Appendix 7 – Quality Assurance Guidelines
- Appendix 8 – Performance Security
- Appendix 9 – Insurance
- Appendix 10 – Confidentiality Undertaking
- Appendix 11 – Non-Conflict of Interest Undertaking
- Appendix 12 – List of Advisors to the Tender Committee

Annex B

List of Advisors to the Tender Committee

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

Annex C

Financial Proposal – Submission Instructions

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

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

6.1. Audits

- 6.1.1. Audits shall refer to any technical and/or assurance audits the Consultant performs under the Services Agreement.
- 6.1.2. The various audits to be priced by the Bidder are detailed under **Appendix 2** (*Scope of Service*) of the Agreement.
- 6.1.3. The Bidder may propose a discount rate (negative value limited to fifteen percent (-15%)) or addition (positive value up to five percent (+5%)), in whole percentages, with respect to the price units detailed below. The proposed discount rate (whether addition or discount) by the Bidder shall be equal, uniform, and fixed and shall apply with respect to all the various audits detailed in **Tables 1 to 8** specified in **Volume 1, Part III** (*Evaluation Criteria*).
- 6.1.4. If the Bidder's Audit's Financial Proposal includes a discount rate that exceeds the allowable rates mentioned in Section 6.1.3 above (either negative value exceeding fifteen percent (-15%) or positive value exceeding five percent (+5%) addition), the Tender Committee, at its sole discretion may decide as follow:
 - 6.1.4.1. To disqualify the Proposal;

- 6.1.4.2. If the Bidder proposed a discount rate that exceeds fifteen percent (15%): disregard such rate, and consider this discount as if quoted the maximum allowed discount rate (**meaning fifteen percent (-15%) discount rate**);
- 6.1.4.3. If the Bidder proposed addition at a rate that exceeds five percent (+5%), calculate the Financial Proposal, considering the proposed additional discount rate (as-is). If, following the Evaluation Process, the Bidder's Proposal was selected as the Successful Bidder, with respect to payments under the Services Agreement concerning audits, NTA shall consider the rate if it was quoted as the maximum allowed additional rate (**meaning five percent (+5%)**).
- 6.1.5. The Tender Committee shall construe any discount rate field left unfilled in the Financial Proposal as zero (0).
- 6.1.6. With respect to the audit types specified in **Tables 1 to 2 and 4 to 7** detailed in **Volume 1, Part III (Evaluation Criteria)**, the audit's scope shall be per the Task Under Audit value, as determined by NTA.
- 6.1.7. With respect to the audit types detailed in Tables 3 (*Processes and Procedures Auditing*) and 8 (*Quality Assurance of Operation and Maintenance (O&M)*) specified in Volume 1, Part III (*Evaluation Criteria*), the scope of the Project/Tender (whether small, medium, big, or major) shall not be taken into consideration, and the Consultant shall have no right to claim or receive any additional payment(s) or compensation, other than as expressly detailed in the tables mentioned above.
- 6.1.8. If there is a discrepancy between the information in **Tables 1 to 8** detailed in **Volume 1, Part III (Evaluation Criteria)**, and the information included in Tender Form 18 for the Evaluation Process (including the examination of the Financial Proposal), Tender Form 18 shall prevail.

6.2. **Retainer**

- 6.2.1. The Retainer shall refer to a monthly fee payable to the Consultant with respect to each of the following: (i) TAT Manager, (ii) PAO Manager, (iii) Deputy TAT Manager, (iv) Deputy PAO Manager, (v) Rolling Stock Production Factory Auditor (if required to be nominated by NTA), and (vi) Additional Team Member (if required to be nominated by NTA) (the "**Relevant Key Employee**").
- 6.2.2. The Bidder may propose a discount rate (negative value limited to fifteen percent (-15%)) or addition (positive value up to five percent (+5%)), in whole percentages, with respect to the price units detailed below. The discount rate (whether addition or discount) proposed by the Bidder shall be equal, uniform, and fixed and apply to each Relevant Key Employee detailed in Table 9 of Volume 1, Part III (*Evaluation Criteria*).
- 6.2.3. If the Bidder's Retainer Financial Proposal includes a discount rate that exceeds the allowable rates mentioned in Section 6.1.36.2.2 above (either negative value

exceeding fifteen percent (-15%) or positive value exceeding five percent (+5%) addition), and without derogating from the provisions of Section 9 (*General Provisions Relating to Examination and Evaluation of the Bids*) of the ITB, the Tender Committee, at its sole discretion may decide as follow:

6.2.3.1. To disqualify the Proposal;

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

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

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

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