The Procurement and Implementation of Cloud Based Electronic Document Management System (EDMS)
# Table of Contents

0. **Administration** 3
   0.1. General (I) 3
   0.2. Definitions (I) 3
   0.3. Participation in the Tender: (M) 5
   0.4. The ITB (I) 7
   0.5. Classification of the ITB Components (I) 7
   0.6. Commitments and Certifications to Cover Bidding (M) 8
   0.7. Successful Bidder’s Obligations (M) 10
   0.8. Rights of NTA (M) 10
   0.9. The Proposal (M) 12
   0.10. Ownership of the ITB and the Proposal (M) 13
   0.11. Examining and Assessing the Proposals (M) 13
   0.12. Jurisdiction (M) 19
   0.13. Confidentiality and Intellectual Property (M) 19

1. **Goals (I)** 20
   1.0. General 20
   1.1. The Client 21
   1.2. Goals and Objectives 22
   1.3. Problems that the System should Resolve 22
   1.4. Organizational Objectives 23
   1.5. Annual Budget 23
   1.6. Dependencies on other systems 23
   1.7. Feasibility and Cost/Benefit 23
   1.8. Time Frame 23
   1.9. Current Conditions 23

2. **Application** 24
   2.0. General Concept (I) 24
   2.1. General EDMS Solution Specifications (G) 24
   2.2. Users (S) 26
   2.3. Interfacing Systems (G) 26
   2.4. General Functionality (G) 27
   2.5. User Interface (G) 28
3. TECHNOLOGY AND INFRASTRUCTURE

3.1. General (G) 29
3.2. Information Security (G) 29
3.3. Basic Hardware 30
3.4. Storage (G) 30
3.5. End User Equipment 30
3.6. Operation Systems and Email 30
3.7. Database 30
3.8. Development and Maintenance Tools (G) 30
3.9. Permissions (G) 30
3.10. Off the Shelf Products (I) 31
3.11. User Computers (I) 31
3.12. Local Area Network (LAN) (I) 31
3.13. Wide Area Network (WAN) (I) 31
3.14. Printing (G) 31
3.15. Local Backup (G) 31
3.16. Integrated File Viewer (G) 32

4. IMPLEMENTATION

4.0. General (M) 33
4.1. Parties involved (G) 33
4.2. Project Phases (G) 33
4.3. Work Plan (G) 35
4.4. Training (G) 35
4.5. Documentation (G) 36
4.6. Service and Maintenance (G) 36
4.7. Data Migration (G) 40
4.8. Integration with the Organization 40
4.9. Workspace Configuration 40

5. PRICE (I)

5.1. General 41
5.2. Setup Fee 41
5.3. Subscription Fee 41
5.4. CPI Linkage (Adjustments) 42
5.5. Additional Payments for Additional Services 42
5.6. Payment Terms and Procedures 43
0. **ADMINISTRATION**

0.1. **General (I)**

0.1.1. NTA is a government-owned company, appointed by the Government of Israel to promote the Tel Aviv Metropolitan Area Mass Transit Network.

0.1.2. NTA hereby invites Proposals for the procurement and implementation of an EDMS Solution in order to establish a single common repository of communication, correspondence and document submissions with easily searchable records and history for all parties involved in the Program.

0.1.3. The main goals of the EDMS Solution are to provide (i) the ability to manage a large amount of Documents and Correspondence, including engineering and designers submissions and their modification through the project in one common platform, (ii) the ability to save legacy of Documents and Correspondence in a formal and efficient way; and (iii) high accessibility to multi number of Parties.

0.1.4. The subscription term of the EDMS Solution is for (8) eight years (unless terminated early), with a right to extend such term for additional periods of one (1) calendar year each, until completion of the Program, as further set forth in the Agreement.

0.2. **Definitions (I)**

0.2.1. **Bidder** – The entity which submitted a Proposal.

0.2.2. **Bidder's Representative** – the head of the Bidder's team and contact person with NTA in connection with the Bidder participation in this Tender.

0.2.3. **BRT** - Bus Rapid Transit.

0.2.4. "cloud based" or "cloud-accessible" – shall be hosted service with at least the following key cloud computing characteristics:

0.2.4.1. Service-Based - interfaces hide the implementation details and enable a completely automated response by the provider of the service to the consumer of the service;

0.2.4.2. Scalable and Elastic - services scale on-demand to add or remove resources as needed;

0.2.4.3. Shared - services share a pool of resources to build economies of scale.

0.2.5. **Correspondence** - The activity of writing letters, e-mails or sending formal communications between the various Parties.

0.2.6. **Customer Service Center** - A fully operational service center, accessible by phone and web providing assistance, support and troubleshooting to NTA and to other Parties identified by NTA, by well trained, English speakers, highly qualified and dedicated professionals.

0.2.7. **Document(s)** - All Records, deliverables (including draft versions) and templates.

0.2.8. **EDMS System** – an existing off-the-shelf "cloud based" Electronic Document Management System which meets all the functionality and technological requirements set forth in Annex A.

0.2.9. **EDMS Solution** – a "cloud based" EDMS System which meets all of the requirements set forth in this ITB.

0.2.10. **ITB** – this invitation to bid, as specified in Sub Section 0.4.
0.2.11. **Local Backup** – a local copy of the system located in NTA’s premises which meets all of the requirements set forth in Sub Section 3.15.

0.2.12. **LRT** - Light Rail Transit.

0.2.13. **Major Civil Project** - Civil works which involve the construction or management of complex structures, including among others transportation systems, airports, hospitals and electric power plants, but excluding commercial or residential buildings.

0.2.14. **Metadata** - a Document record attributes, such as file size, date created, date modified, author, contract, title and all other attributes which are stored.

0.2.15. **NTA** – Metropolitan Mass Transit Systems Ltd.

0.2.16. **NTA’s Administrator** – NTA’s information technology department.

0.2.17. **NTA’s Representative** – as defined in Sub-Section 0.3.5.

0.2.18. **Parties** – NTA, PMCs, contractors, designers, sub-contractors involved in a specific Project that NTA may decide to communicate and manage communication through the EDMS Solution.

0.2.19. **Participant** – an entity which was registered by NTA’s Representative in accordance with Sub-Section 0.3.6.

0.2.20. **PMC** - a Project Management Company which shall be responsible for managing various contractors in each Project on behalf of NTA.

0.2.21. **Program** - the Tel Aviv Metropolitan Area Mass Transit LRT and BRT Network.

0.2.22. **Project** - each one of NTA’s LRT/BRT lines.

0.2.23. **Project Manager** – The Supplier's manager appointed by the Supplier to manage on its behalf the implementation of the EDMS Solution.

0.2.24. **Proposal** - a Proposal submitted by a Bidder in this Tender.

0.2.25. **Record** - all information collected during the creation, receipt, or transmittal of a Document.

0.2.26. **Service(s)** – All services and actions required from the Supplier in connection with the implementation and support of the EDMS Solution, to include customization, integration, data migration, monitoring, technical support, service and maintenance, training and local back, as further set forth in the ITB and the Agreement and all other subsequent additional services in connection with the EDMS Solution, which NTA issued Service Orders in connection therewith.

0.2.27. **Submission Date or Bids Submission Date** – September 22, 2015.

0.2.28. **Supplier** – the Successful Bidder upon the execution of the Agreement by both the Successful Bidder and NTA.

0.2.29. **Successful Bidder** - the Bidder selected in accordance with the provisions of this ITB.

0.2.30. **Tender** – this 0058 /2015 tender to procure and implement an EDMS Solution.

0.2.31. **Tender Documents** – the documents specified in Sub-Section 0.4.

0.2.32. **Tender Mailbox** - EDMS@nta.co.il

0.2.33. **User(s)** - the number of identifiable unique persons consisting of employers, suppliers, consultants and service providers of the Parties who are authorized to access and use the EDMS Solution as determined by NTA.
0.3. **Participation in the Tender (M)**

**Participation Fee**

0.3.1. Participation in the Tender is subject to a non-refundable payment of 5,000 NIS (five thousand NIS) in consideration for the preparation of the Tender (the "Participation Fee").

0.3.2. The Participation Fee must be paid prior to the Submission Date. Such payment shall be made:

0.3.2.1. By check payable to “NTA”;

0.3.2.2. Through electronic funds transfer using IBAN:

IL640110140000112810162, Discount Bank, branch Tel Aviv City (14), Account No. 96664.

The Bidder shall specify as a reference in an accompanying letter or the funds transfer that the payment is for Tender No. 0058/2015.

A receipt confirming the payment shall be submitted by the Bidder with its Bid, and shall bear the Bidder's detailed contact information.

The acceptance of the Participation Fee shall not constitute as any recognition of a Bidder's eligibility, qualification or competence to meet the requirements and terms of this ITB, or any of the other Bidding Documents.

**Access to Bidding Documents**

0.3.3. All Bidding Documents will be available for review and download from NTA’s website ([www.nta.co.il](http://www.nta.co.il)).

**Examination of Bidding Documents**

0.3.4. Bidders will carefully examine all instructions, forms, terms, specifications and drawings included in the Bidding Documents. Failure to furnish the information or documentation required by the Bidding Documents or submission of a Proposal not fully compatible with the Bidding Documents in every respect may result in the rejection of the Proposal.

**NTA’s Representative (I)**

0.3.5. The contact person authorized by NTA to discuss all aspects of this ITB is:

Name: Israel Shtrol

Phone: +972-3-7243344

Fax: +972-3-7243344

Postal address: NTA Red Line Azrieli Center – Holon 1 Building A, 9th Floor, 26 Harokmim Street, Holon, Israel 5885839

E-mail: Tender Mailbox

All communications regarding this ITB should be sent solely to the Tender Mailbox.

**Procedure for Questions and Clarifications (I)**

0.3.6. In order to submit questions and/or request clarifications, each destined Bidder shall need to register as a Participant by contacting NTA’s Representative.

0.3.7. In the event of any discrepancy, ambiguity or inadequacy in the Bidding Documents, the Participants are required to immediately notify NTA’s Representative.
0.3.8. Bidders may raise questions and request clarifications or interpretations to the Bidding Documents, in writing, from NTA, no later than **August 25, 2015**. Such requests shall be made via the Tender Mailbox.

0.3.9. NTA’s response shall be published on NTA’s website including a description of the query but without identifying its source.

0.3.10. By using NTA’s website, each Bidder acknowledges that NTA is not responsible for the quality of downloading files and information from NTA’s website, or the loss of data during any such transfer.

0.3.11. Subject to any applicable law, NTA, and anyone acting on its behalf, shall not be liable and 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, to any third party or by any Bidder, using NTA’s website.

0.3.12. Addenda, updates, changes or modifications regarding the Bidding Documents and/or the Project and/or the Program shall be published by NTA on NTA's website (the "Addenda"). The Bidders and Participants are required to review NTA's website on a regular basis for any Addenda, updates, changes or modifications, and NTA shall have no responsibility to inform the individual Bidders of any such publications.

0.3.13. Only NTA's written responses shall constitute an integral part of the Bidding Documents and shall bind all Bidders accordingly.

0.3.14. Although NTA has no obligation to clarify or interpret the Bidding Documents, NTA may issue Addenda for the purposes of clarification or interpretation in response to such question or request.

0.3.15. It is hereby clarified that when replying to a question or clarification request, NTA will not necessarily use the exact wording of the submitted request for clarification, and will not disclose its source. It is further clarified that any response or non-response by NTA to any submitted request for clarification by a Bidder shall not be construed as approval or agreement unless explicitly stated so by NTA.

0.3.16. **Bidders' Demonstration and Bidders' Conference (M)**

0.3.16.1. For the purpose of the Proposal evaluation as set forth in Sub-Section 0.11, each Bidder shall present an online demonstration of its EDMS Solution capabilities and its compliance with the Bidder's representations.

0.3.16.2. Notification of the structure and timing of the Bidder's demonstration will be provided to the Bidders following the Bids Submission Date.

0.3.16.3. In the event of inconsistency between the representations of the Bidder in its Proposal and the online demonstration as set forth in Section 03.16.1, the online demonstration shall prevail in the evaluation process.

0.3.16.4. Bidders’ conference carried-out by video conferencing shall take place on **September 2, 2015** and the participation in such conference is mandatory. Participation in the Bidders’ Conference requires confirmation of participation in writing, via the Tender Mailbox at **EDMS@nta.co.il**, no later than **August 25**, 2015.
0.3.16.5. NTA shall publish additional information regarding the Bidders’ conference in NTA’s website until **August 25, 2015**. The Bidder's Conference shall include presentation by NTA of the Tender's main principles and clarification responses to clarification questions asked by the Bidders in writing until **August 25, 2015**.

0.3.16.6. Minutes of the Bidders’ Conference will be published by NTA on NTA’s website. Any modification to the Tender Documents as a result of the Bidders’ Conference shall be made by NTA exclusively through issuance of Addenda pursuant to Sub-Section 03.12.

0.3.17. **Submission of Proposals (M)**

The Bidders shall submit their Proposals in the manner stated in Sub-Section 0.9 below, at the tender box located at NTA Office, **on the Submission Date only**, no later than 14:00. Early or late submissions shall not be accepted. In return, Bidders will receive an acknowledgement of submission.

### 0.4. **The ITB (I)**

This ITB contains:

- **0.4.1. This Section 0 - Administrative Requirements.**
- **0.4.2. The Technical Requirements, including:**
  - **0.4.2.1. Section 1 – Goals,**
  - **0.4.2.2. Section 2 – Application,**
  - **0.4.2.3. Section 3 – Technology and Infrastructure,**
  - **0.4.2.4. Section 4 – Implementation**
- **0.4.3. Section 5 – Price**
- **0.4.4. Annexes**
- **0.4.5. Agreement**

It is recommended that prior to reviewing other Sections of the ITB, Bidders shall carefully read this Section 0 Administrative Requirements, which details the general terms of the ITB and the rules for participation and submission. The Bidding Documents shall also include any Addenda which may be published by NTA.

#### 0.5. **Classification of the ITB Components (I)**

- **0.5.1. The Method**

  The components of the ITB are classified as follows:

**Information (I)** A component included for information purposes only. The expected response from the Bidder is “Have read, have understood, and accept.”

**General (G)** A component that can be handled with a general answer in a relatively free format. Usually this is an “open” section in the ITB — a section where creative suggestions and solutions may be introduced as explained in Sub-Section 0.9. Nonetheless, when all is said and done, the requirement must be clearly addressed, the principal features must be emphasized, and it must be clear what exactly is offered, what already exists, and what is promised or suggested.

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NTA – Metropolitan Mass Transit System

Public Tender – EDMS 0058/2015
Specific (S)  A component that requires an exact and detailed response, in a precise format as required by the ITB - for example, by completing a table, attaching certificates, etc.

Mandatory (M)  A Go/NoGo component. The expected response from the Bidder is “Have read, have understood, accept, and can do,” or a complete and salient answer as for Specific components, or the fulfillment of a requirement (for example, the inclusion of a certificate), or a guarantee - whichever is appropriate to the component. A missing answer, an inappropriate answer, an unmet requirement, an unclear answer, or an ambiguous answer for this component may peremptorily disqualify the proposal.

Not Applicable  A component intentionally omitted from the ITB and not to be addressed. The purpose of this classification is to ensure the Bidder that the omission is not a mistake.

0.5.1.1.  The classification of a component applies to all its subcomponents, unless otherwise stated for the subcomponent. In other words, the classification of any component is either the classification explicitly applied to it or, if no classification is explicitly applied to it, the classification of the component hierarchically above it.

0.5.1.2.  In addition to each Section’s classification, the Bidder should follow the guidelines and requirements written into the Section itself.

0.5.2.  Classification of the Administrative Requirements

The Administrative Requirements Section (this Section) are Mandatory, and they all require precise answers. The proper answer is “Have read, have understood, accept,” or another clear and salient answer, possibly with accompanying certificates, or a commitment to a future need, all in accordance with the content and context of the Section. See explanation in Sub-Section 0.5.1 above.

0.5.3.  Classification of the Technical Requirements

The classifications of the Technical Requirements are as set forth in the body of the ITB, near the heading of each section or of its hierarchically superior section.

0.6.  Commitments and Certifications to Cover Bidding (M)

Tender Security

0.6.1.  The Bidder must submit an autonomous security, in the form attached as Annex 0.6.1, in accordance with the requirements detailed herein (the "Tender Security").

The Tender Security shall be in the amount of NIS 50,000 (fifty thousand NIS), and shall be issued on behalf of the Bidder.

The Tender Security shall be valid until September 22, 2016. The Bidders shall extend the Tender Security in accordance with NTA’s requirements under this ITB, at their own cost. The Bidders hold the sole responsibility for ensuring that their respective Tender Security remains valid throughout the validity of their Bid.

The Tender Security shall be issued by a licensed Israeli bank.

Bidders are informed that NTA may, at its sole discretion, reject the Tender Security and disqualify the relevant Proposal if the Tender Security is not in accordance with the requirements detailed herein.
Bidders shall be permitted (but not required) to submit, no later than two weeks prior to the Submission Date, a draft copy of the Tender Security intended to be submitted with their Proposal. NTA shall examine the draft, and may provide comments in order to ensure compliance of the (final) Tender Security with the provisions of the ITB, or approve the Tender Security for submission.

NTA reserves the right to request the Successful Bidder to extend the validity of the Tender Security until submission of the Performance Security in accordance with Sub-Section 0.7.1.

The Tender Security of the unsuccessful Bidders will be returned as promptly as possible after the receipt of the letter of award by the Successful Bidder and subject to the provisions of Sub-Section 0.11.6 (Second Eligible Bidder).

NTA shall be entitled, at its sole and absolute discretion, to require the forfeiture of the Tender Security, or any part thereof, in case one of the following occurs:

0,6.1.1. During the bidding process the Bidder acted in a misleading manner or with lack of good faith;
0,6.1.2. The Bidder provided misleading information or deliberate omission of important information;
0,6.1.3. The Bidder withdrew its Proposal after the Submission Date during the evaluation period;
0,6.1.4. After being selected as the Successful Bidder, the Bidder did not follow the instructions of Sub-Section 0.7.

**Bidder Information and Certifications**

0,6.2. The Bidder shall provide details of its organization in accordance with the instruction set forth in Annex 0.6.2. In addition, the Bidder shall specify its organizational chart detailing the business unit/division responsible for the provision of the Services. The organization structure and the organizational chart shall also be included in Annex 0.6.2.

0,6.3. The Bidder shall attach its Certificate of Incorporation and a Certificate of Good Standing in Annex 0.6.3 of the Proposal.

0,6.4. In the event the Bidder is an Israeli entity, the Bidder shall produce all necessary approvals according to Public Entities Transactions Law, 5736-1976, including government certificates attesting to valid methods of accounting and to VAT and income tax registration. The necessary approvals, certificates and registration documents shall be attached in Annex 0.6.4.

0,6.5. The Bidder shall provide a Declaration of Non-Payment of Commission on behalf of the Bidder, which shall be attached in Annex 0.6.5.

0,6.6. In the event the Bidder is an Israeli entity, the Bidder shall provide an Affidavit According to Public Bodies Transactions Law, 5736-1976, which shall be attached in Annex 0.6.6.

**Term of the Proposal**

0,6.7. The Proposal will be valid for twelve (12) months until September 22, 2016.

**Conflict of Interest**

0,6.8. For the purposes of the Conflict of Interest provision, a "Bidder" shall include a Bidder, and any related entity.

0,6.9. The Bidder acknowledges that in the preparation of its Proposal and in the provision of the Services 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 the Services and the Agreement to be awarded pursuant to this Tender. In the event a certain engagement or employment may entail any conflict of interests or raise a doubt as to the existence of a potential conflict of interest, the Bidder shall request NTA’s prior written approval for such engagement or employment.

0.6.10. Without derogating from the aforementioned, the Bidders acknowledge that they may not employ or engage, with respect to the preparation of their Proposals and the performance of the Services, any consultant or expert, who was or still is employed or engaged by NTA with respect to the Program, without NTA’s prior written approval, which approval shall not be unreasonably withheld. The said approval shall be requested prior to submission of the Bid.

0.6.11. It is hereby clarified that in the event that NTA determines that a Bidder does not comply with the terms of this Conflict of Interest provision, such Bidder may be disqualified, at the sole discretion of NTA.

0.7. **Successful Bidder's Obligations (M)**

As conditions precedent to the execution of the Agreement by NTA, the Successful Bidder shall provide NTA with the following commitments and certificates:

0.7.1. To secure his obligations under the Agreement, the Successful Bidder shall deliver to NTA, an autonomous security, in the form attached as Annex 0.7.1, in the amount of NIS 100,000 (one hundred thousand NIS) linked to the CPI (the "Performance Security"). The Performance Security shall remain valid until 90 days following the expiration of the Subscription Term (as defined in the Agreement) and the fulfillment of all commitments of the Successful Bidder in accordance with the ITB and the Agreement. The Performance Security shall be issued by a licensed Israeli bank or by a licensed Israeli insurer. A Performance Security issued by a licensed Israeli insurer shall be signed by the licensed Israeli insurer itself and not by its agent.

0.7.2. This ITB and the Proposal shall be an integral part of the Agreement between the Parties. The Bidder acknowledges that it has to submit the Agreement and all its annexes in the form attached as Annex B, and all addenda, executed as part of the Proposal.

0.8. **Rights of NTA (M)**

**Canceling the Tender**

0.8.1. NTA may cancel this entire Tender, any part of it, or postpone it for any reason, at NTA's sole discretion.

**Requesting Bidders' Clarifications (M)**

0.8.2. NTA may request any Bidder to clarify, correct, modify, supplement or amend any item contained in its Proposal and/or to delete, disregard, withdraw, or correct any part of the Proposal and/or to submit any additional information necessary (including details, drawings, specifications and descriptions), in the opinion of NTA, for the evaluation of its Proposal.

0.8.3. Bidders will comply with the requests of NTA and will submit all clarifications and additional information requested within the time period stipulated by the request.

0.8.4. Bidders may be invited to meet NTA’s personnel and/or to supply clarifications and/or additional information. For that purpose, NTA may meet any of the Bidders in either separate or joint meetings, and/or request clarification and/or additional information and documents from any of the Bidders and, in addition,
NTA may ask any of the Bidders to modify, amend, correct, withdraw and/or delete any part of its Proposal.

Rejecting Proposals

0.8.4.1. NTA reserves the right to reject any or all Proposals.

0.8.4.2. NTA reserves the right to reject any Proposal in the event that NTA is of the opinion that such Proposal or any part thereof does not conform to the requirements of the Bidding Documents.

0.8.4.3. Provided the affected Bidder was given an opportunity to present arguments in support of its Bid, NTA may reject any Proposal in the following events:

0.8.4.3.1. The Proposal does not reflect the actual ability of the Bidder to provide the Services;

0.8.4.3.2. The Proposal or any part thereof, including the fees quoted by the Bidder, is not realistic according to NTA’s judgment;

0.8.4.3.3. Any material breach of the provisions of this ITB by the Bidder, including the submission of any false or incomplete information to NTA; or

0.8.4.3.4. Any other event or circumstances which NTA shall consider, at its sole discretion, as justifying rejection of any Bid.

0.8.4.4. NTA reserves the right to waive or correct minor or other irregularities or errors in any Bid. By submitting a Proposal the Bidder accepts NTA’s aforesaid right and provides its irrevocable consent that the corrections made by NTA, in the event it chooses to exercise its right, shall be binding upon it and shall form part of its Bid.

Disqualifying Proposals

0.8.5. NTA will be entitled, in any of the following events, to disqualify any Bidder, or impose any condition or instruction on its participation in the Tender (for the purposes of this Sub-Section 0.8.5, "Bidder" shall include the Bidder, entities under the Bidder's control and any entity which exercises control over the Bidder):

0.8.5.1. The commencement of proceedings, in any court of competent jurisdiction, of bankruptcy, receivership, liquidation or reorganization proceedings 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 appointed over a Bidder, unless such proceedings are discharged within a reasonable period of time, as determined by NTA at its sole discretion.

0.8.5.1.2. 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.

0.8.5.1.3. In the event that any Bidder (including interested parties therein, directors or managers thereof) is a resident or national of a country which does not have diplomatic relations with the State of Israel and/or of a country which does not have proper and reliable trade relations with the State of Israel.
0.8.5.1.4. Any conflict of interest as set forth in Sub-Sections 0.6.8 – 0.6.11 of this ITB.

0.8.5.1.5. Any unusual events that materially and adversely affect, in NTA's judgment, the Bidder’s ability, including financial ability, to procure and implement a Cloud Based EDMS Solution, if selected as the Successful Bidder.

0.8.5.1.6. The submission of any false or misleading information to NTA.

0.8.5.1.7. Any material change that occurred following the Bids Submission Date concerning a Bidder, which, in NTA's opinion, may hinder its participation in the Tender process, or its involvement in the Project, including with respect to offences.

0.8.6. The Bidder shall be required to notify NTA of the existence, during the Tender process, of any of the events described in Sub-Section 0.8.5, within a reasonable period of time, under the circumstances.

0.8.7. NTA may, at its sole discretion, disqualify a Bidder that worked prior to this ITB with NTA or with any other Israeli governmental or municipal entity (including government-owned companies, municipalities and municipal companies) (together “Public Entity”), who:

0.8.7.1. Failed to comply with the required work standards, including, without limitation, with the work schedule; and/or

0.8.7.2. Received a negative opinion with respect to its ongoing operation or overall management of the applicable project; and/or

0.8.7.3. Disposed of the work assigned to it, or any part thereof, which disposal constitutes, as determined by the applicable Public Entity, a breach of the applicable agreement.

0.9. The Proposal (M)

Overall structure

0.9.1. The Proposal’s structure must match the ITB’s structure, point for point.

For example, Sub-Section 2.1 of the Proposal will consist of the response to Sub-Section 2.1 of the ITB, Sub-Section 2.2 will respond to Sub-Section 2.2, etc. When there is no response for a Section of the ITB, the corresponding Section of the Proposal should be labeled “no response,” so that the numbering scheme for subsequent Sections will continue to match.

Proposal Structure

0.9.2. The content and structure of the response to each ITB component (and sub-component) must match the component’s classification: General, Information, Specific, Mandatory or Not Applicable, as defined in Sub-Section 0.5 above.

The Bidder may add additional documentation to the extent required to support and clarify its Proposal. Such materials should be attached as appendices to the relevant Sections of the ITB.

Number of copies

0.9.3. The Proposal is to be submitted in 3 envelopes, in the following manner and in accordance with the Proposal's template provided as Annex C. The Proposal's template responses provided as part of this ITB are intended for guidance purposes only. The envelope contents shall be as follows:
0.9.3.1. **Envelope No. 1**: The response to Sections 0 – 4 including all annexes thereto.

0.9.3.2. **Envelope No. 2**: The response to Section 5 (Price).

0.9.3.3. **Envelope No. 3**: Additional copy of all Bidding Documents and Addenda thereto with all sensitive information masked.

0.9.3.4. The Bidder’s response shall be in one (1) original and two (2) identical copies (three (3) altogether). Each page is to be stamped with the Bidder’s official stamp.

0.9.4. In addition, each envelope shall include a USB Flash Drive (Disk on Key) containing a copy of the respective parts of the Proposal.

0.9.5. In the event of a discrepancy between any original copy and other copies, the original shall prevail.

0.9.6. Bidders shall seal the original and each of the copies of their Proposals (and, as applicable, additional copy with sensitive information redacted), in separate envelopes. The envelopes shall then be sealed in an outer envelope or a box, clearly marked with the Proposal name and number: "Proposal Submission for Tender No. 0058/2015 for the Procurement and Implementation of a Cloud Based Electronic Document Management System (EDMS)" and no other markings shall be made.

0.9.7. Each envelope and each outer envelope or a box shall:

0.9.7.1. Bear the name and address of the Bidder

0.9.7.2. Be addressed to NTA

0.9.7.3. Bear the specific reference identification number of this ITB process, this being Tender No. 0058/2015

0.9.7.4. Clearly identify the Envelope number (e.g., Envelope No. 1, Envelope No. 2, and so on)

**Number of Proposals**

0.9.8. Each Bidder shall be entitled to submit only one Proposal.

**0.10. Ownership of the ITB and the Proposal (M)**

0.10.1. **Ownership and use of the ITB**

This ITB is the intellectual property of NTA and is provided to the Bidder solely to enable submission of a Proposal. It is not to be used in any way directed to a purpose other than the preparation of the Proposal. Further provisions regarding the reservation of intellectual property rights of NTA are set forth in Section 0.13.

0.10.2. **Ownership and use of the Proposal**

The Bidder’s Proposal is the Bidder’s property. NTA may use the Proposal, and the information it contains, for any purpose related to this ITB process, until the Agreement is finalized as further set forth in Section 0.13.

0.10.3. **Confidential Information of the Bidders**

By submitting their Bids, the Bidders acknowledge that according to the regulations enacted pursuant to the Israeli Tenders Law, should they be elected as the Successful Bidder, NTA may be required to disclose their Bid or any part thereof, as well as any related correspondence to any of the other Bidders. Therefore, each Bidder may (but is not required to) submit, a sensitive information copy, with masked clauses considered by said Bidder as commercially secret, confidential information, trade secrets or other proprietary
information which should be protected from disclosure. General confidentiality statements will be disregarded. Nevertheless, any such indication will not bind NTA, and it is hereby emphasized that NTA, at its sole discretion, may disclose any document of the winning Bid that, in its professional opinion, does not constitute a commercial secret, confidential information, trade secret or other proprietary information which should be protected from disclosure and which is required to be disclosed in order to meet said requirements of the Tenders Law.

For the avoidance of doubt it is hereby emphasized that the Financial Proposal shall not be deemed to constitute information of a commercially sensitive or secret nature also in the event the Bidder marks it as such.

Bidders should note that, in the scope of the review process, they will not be entitled to review the parallel materials of other Bidders, which they themselves considered to be confidential as part of their sensitive information copy, unless otherwise determined by NTA, at its sole discretion. The aforesaid shall apply also in the event information considered and marked by the Bidder as confidential was not approved as such by NTA.

0.11. Examining and Assessing the Proposals (M)

General (I)

0.11.1. The evaluation of the Proposals will be carried out by NTA in stages, as follows:

0.11.1.1. During the first stage of the evaluation process, NTA will review and examine the compliance of the Proposals with the threshold requirements set forth in Sub-Section 0.11.2, including a review and examination of all items included within Envelope No. 1.

0.11.1.2. During the second stage of the evaluation process, NTA will review and evaluate the technical proposal as submitted in Envelope No. 1 of those Proposals that were found to comply with the threshold requirements and thereby determine the Technical Proposal Score ("TPS").

0.11.1.3. During the third stage of the evaluation process, NTA will open Envelope No. 2 (the "Financial Proposal") of those Proposals that were found both to comply with the threshold requirements and to have achieved both the minimum TPS and the minimum Local Backup score as stated in Sub-Section 0.11.3.2.6, below. NTA shall evaluate such Proposal's Financial Proposals and thereby determine the Financial Proposal Score (the "FPS").

0.11.1.4. The Final Score (the "FS") awarded to each of the Proposals will be determined using the formula specified in Sub-Section 0.11.3.4 below.

Threshold Requirements (S)

0.11.2. The Bidder shall demonstrate full and exact compliance with all threshold requirements set forth in Sub-Sections 0.11.2.1 - 0.11.2.4 (inclusive) below.

0.11.2.1. The Bidder has provided EDMS Systems to at least 3 separate clients, including at least two clients that have used the EDMS System for the purpose of a Major Civil Project (as defined in Sub-Section 0.2.13), provided that, during a period of at least 4 consecutive years within the 7 years preceding the Bids Submission Date, each EDMS System:

0.11.2.1.1. was used (on behalf of the client) by an average of at least 300 active users per year;
0.11.2.1.2. was used by the client to upload, edit or create an average of at least 400,000 documents per year; and

0.11.2.1.3. had a minimum level of 99.5% online availability.

In order to demonstrate compliance with this Sub-Section, the Bidder shall fill and complete Annex 0.11.2.1.

0.11.2.2. The Bidder holds a valid ISO 27001 or 27002 (or equivalent) certificate. (M)

Bidders wishing to rely on an ISO 27001 equivalent certificate or ISO 27002 equivalent certificate, shall submit for NTA's approval at its sole discretion, no later than 14 days prior to the Bids Submission Date, details of their certification or the evidence to support their request to be acknowledged as compliant to the above mentioned ISO 27001 or 27002 certifications.

In order to demonstrate compliance with this Sub-Section, the Bidder shall fill and complete Annex 0.11.2.2.

0.11.2.3. The Bidder operates a Customer Service Center. (M)

In order to demonstrate compliance with this Sub-Section, the Bidder shall fill and complete Annex 0.11.2.3.

0.11.2.4. The Bidder is not under any voluntary or involuntary bankruptcy process (liquidation or reorganization), or receivership or commencement of a similar insolvency proceeding, and the Bidder's financial statements for the fiscal years 2012, 2013 and 2014 do not include any going concern notice. (M)

In order to demonstrate compliance with this Sub-Section, the Bidder shall fill and complete Annex 0.11.2.4 and shall attach thereto its audited financial statements for fiscal years 2012, 2013, 2014.

The conditions of this Sub-Section 0 shall remain true and valid throughout the term of the Bid, until the election of the Successful Bidder.

0.11.3. Evaluation of the Proposals (M)

0.11.3.1. General

0.11.3.1.1. The Proposal shall be clear, concise and shall include sufficient details to allow NTA to evaluate compliance with the requirements and specifications detailed in this ITB.

0.11.3.1.2. In evaluating the Bidder’s Proposal, NTA may seek additional clarification and recommendations, including from entities and persons not indicated in the Proposal.

0.11.3.2. Technical Proposal Score (TPS)

The TPS shall be graded between 0 and 100 and will comprise of the components shown in Table 1. It is noted that in the event of inconsistency between the representations of the Bidder in its Proposal (including the Annexes of this Section) and the online demonstration pursuant to Sub-Section 03.16.1, the online demonstration shall prevail.

<table>
<thead>
<tr>
<th></th>
<th>Area</th>
<th>Points Allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Functional and Technological Requirements</td>
<td>45</td>
</tr>
</tbody>
</table>
0.11.3.2.1. Functional and Technological Requirements - (Up to 45 points) (S)

The Bidder shall demonstrate compliance with the functional and technological requirements for the proposed EDMS Solution, as detailed in this ITB and in accordance with the provisions of Annex 0.11.3.2.1.

Allocation of points:
- General EDMS Solution Structure – 16%;
- Workflows Requirements – 6%;
- Templates – 9%;
- Interfacing Systems – 11%;
- Search Functionality – 13%;
- Administrator Monitor Features – 8%;
- User interface – 5%
- Information Security – 8%;
- Development and Maintenance Tools – 5%;
- Permissions – 15%;
- Printing - 4%.

In order to demonstrate compliance with this Sub-Section, the Bidder shall fill and complete Annex 0.11.3.2.1.

0.11.3.2.2. Major Civil Projects - (Up to 20 points) (S)

The Bidder shall present up to 10 EDMS Systems, complying with all requirements set forth in Sub-Section 0.11.2.1, it has previously provided and which were used by the Bidder's clients for the purpose of Major Civil Projects. The Bidder shall fill and complete Annex 0.11.3.2.2. (same form as Annex 0.11.2.1).

Allocation of Points:

0.11.3.2.2.1. Up to 14 points will be awarded for the number (up to 10) of EDMS Systems presented that are compliant with all the requirements set forth in Sub-Section 0.11.2.1, in proportional ratio in accordance with the following formula:

\[ S = \frac{SBNP}{HNP} * 14 \]

Where:
SBNP - Specific Bidder's Number of EDMS Systems presented (but no more than 10)
HNP - Highest Number of EDMS Systems presented (but no more than 10).

0.11.3.2.2. Up to 6 points shall be allocated based on the presented EDMS Systems' demonstrated scope and complexity.

0.11.3.2.3. **Customer Service Center** - (Up to 10 points) (S)

The Bidder shall detail its proposed methodology for operating a Customer Service Center as detailed in Sub-Section 4.7.

In order to demonstrate compliance with this Sub-Section, the Bidder shall fill and complete **Annex 0.11.3.2.3**.

0.11.3.2.4. **Local Backup** – (Up to 15 points) (S)

The Bidder shall present EDMS Systems with local backup that the Bidder provided and were used by its clients for the purpose of Major Civil Projects.

**Allocation of points:**

0.11.3.2.4.1. Up to 9 points will be awarded to the number (up to 5) of EDMS Systems with local backup in accordance with Sub-Section 3.14, in proportional ratio in accordance with the following formula:

\[
S = \frac{SBNP}{HNP} \times 9
\]

Where:

- **SBNP** - Specific Bidder's Number of EDMS Systems with local backup (but no more than 5).
- **HNP** - Highest Number of EDMS Systems with local Backup (but no more than 5).

0.11.3.2.4.2. Up to 6 points shall be allocated based on the proposed Local Backup architecture.

In order to demonstrate compliance with this Sub-Section, the Bidder shall fill and complete **Annex 0.11.3.2.4**.

0.11.3.2.5. **Work Plan** – (Up to 10 points) (S)

The Bidder shall provide a conforming work plan for the implementation of the EDMS Solution, all in accordance with the terms and conditions set forth in Sub-Section 4.4.

In order to demonstrate compliance with this Sub-Section, the Bidder shall fill and complete **Annex 0.11.3.2.5**.

0.11.3.2.6. Minimum TPS/Minimum Backup Score

Proposals scored with a TPS of less than 70 and/or with a Local Backup score of less than 8, will be disqualified.

0.11.3.3. **Financial Proposal Score (FPS)**

In accordance with Sub-Section 5.3, the Proposal with the lowest proposed Retainer (as defined in Section 5) shall be awarded the maximum FPS of 40 points. All other Financial Proposals shall be scored as follows:

\[
FPS = \frac{\text{Lowest Financial Proposal}}{\text{Evaluated Financial Proposal}} \times 40
\]

For example:

If the lowest Financial Proposal is 100,000 NIS, then:

*Such lowest Financial Proposal shall be awarded with the maximum of 40 points*
A Financial Proposal of 120,000 NIS shall be scored 100,000/120,000 x 40 = 33.33 points

0.11.3.4. Evaluating the Final Score (FS)

The FS of the Proposal will be calculated as following:

\[ FS = [TPS \times 0.60] + FPS \]

0.11.4. Negotiation

0.11.4.1.1. NTA reserves the right, at its sole discretion, to conduct negotiations with the Bidders, with respect to their Proposals or Financial Proposals, or not to conduct such negotiations, all in accordance with applicable law.

0.11.4.1.2. At each negotiation stage, NTA may provide or request additional information.

0.11.4.1.3. At the end of the negotiation stage, if conducted, Bidders with which negotiations were conducted shall be entitled to submit an updated Proposal, which shall replace any prior Proposal and shall be considered their final Proposal.

0.11.5. Selection of the Successful Bidder

0.11.5.1.1. Upon the completion of the evaluation process, NTA shall select the Bidder whose Proposal is awarded with the highest Final Score, as the Successful Bidder.

0.11.5.1.2. NTA, at its sole discretion, may decide not to select any of the Proposals or may decide to cancel the entire Tender process at any time. Furthermore, NTA is not bound to accept the lowest Financial Proposal or any Proposal whatsoever.

0.11.5.1.3. In the event that two or more Bidders achieved equal highest Final Scores, those Bidders will take part in a 'Best and Final' stage and will be asked to resubmit Envelope No. 3 (Financial Proposal/Price). Their Proposals will then be re-scored on the basis of their revised Envelope No. 3 and their original TPS.

0.11.6. Second Eligible Bidder

0.11.6.1.1. NTA reserves the right to declare the second overall ranking Bidder as "Second Eligible Bidder" for a period of four (4) months following the election of the Successful Bidder.

0.11.6.1.2. In the case of a failure by the Successful Bidder to sign the Agreement or to fulfill any of the Successful Bidder's obligations following the award of the Tender, NTA reserves the right to invite the Second Eligible Bidder to complete all the preconditions for the execution of the Agreement and sign the Agreement. In such event, NTA will send a replacing Letter of Award to the Second Eligible Bidder. The Second Eligible Bidder shall substitute the Successful Bidder originally selected in this Tender.

0.11.6.1.3. Notwithstanding the aforementioned, NTA reserves the right, upon failure of the Successful Bidder to sign the Agreement or to fulfill any of its obligations, not to exercise its right to select the Second Eligible Bidder or any other Bidder and to procure EDMS System from any other supplier(s), or to conduct a new bidding procedure.

0.11.7. Tender Award
0.11.7.1.1. Pursuant to Sub-Section 0.11.5, NTA shall issue a Letter of Award, acknowledging the Successful Bidder's Bid, the awarded Bid of the Tender.

0.11.7.1.2. 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.

0.11.7.1.3. The Letter of Award shall not constitute by itself a binding contract. The Agreement will not enter into force until it is duly signed by NTA, and subject to all preconditions set forth in Sub-Section 0.7.1.

0.12. Jurisdiction (M)

This ITB, its interpretation and any matter arising in connection therewith shall be governed by laws of the State of Israel. For all subjects and all matters connected with this ITB, and for any legal action arising from the administration of this ITB, jurisdiction will lie with the authorized courts in Tel Aviv.

0.13. Confidentiality and Intellectual Property (M)

0.13.1. The Bidding Documents and all NTA’s intellectual property rights therein are exclusively owned by NTA, and are entrusted with the Bidders for the sole purpose of their participation in the Tender process.

0.13.2. By participating in this Tender, each Bidder is deemed to have agreed to keep in strict confidence, not to disclose and not to make any use of any information or data, in any form or media, partial or complete, provided by NTA or on its behalf or made known to it otherwise as a result of or in connection with the Bidding Documents; except that each Bidder may use such information or data solely for the purpose of preparing its Proposal.

0.13.3. By submitting a Proposal, each Bidder is deemed to represent and warrant to NTA that:

0.13.3.1. It is not bound by any contractual or statutory obligation which would preclude the Bidder from providing the data and information contained in its Proposal or any portion thereof.

0.13.3.2. It has the right to make all disclosures that are made in its Proposal.

0.13.3.3. The data and information contained in its Proposal do not include confidential information, trade secrets or other proprietary information of the Bidder and/or to any third party (except as and to the extent that the Bidder may otherwise clearly indicate in writing) that NTA is prevented from using.
1. GOALS (I)

1.0. General

NTA’s Program is rapidly progressing and it is planned that major contracts will be awarded within the next months. NTA needs a robust and fully functioning Electronic Document Management System (EDMS) to support the needs of the Program. The existing NTA Document Management System (the "DMS") is not a viable solution for NTA’s long term needs. A proven EDMS Supplier is needed and essential to support NTA, its PMCs, contractors, and designers for the delivery of the Program.

1.0.1. **General Description of the Program:**

1.0.1.1. The Program includes 8 lines, out of which five (5) are Light Rail Transit (LRT) lines and three (3) are Bus Rapid Transit (BRT) lines.

1.0.1.2. The Program comprises a route length total of 215km, from Rehovot in the south to Netanya in the north and up to Kfar-Saba, Rosh-Haayin and Lod in the east.

1.0.1.3. The goal of NTA is to deliver a safe, high-capacity, state-of-the-art, reliable, attractive, accessible and environment-friendly Mass Transit Network.

1.0.1.4. The Government of Israel authorized NTA to execute the Red Line and design the rest of the Transit Network.

1.0.1.5. Project life cycle:

   1.0.1.5.1. Design phase
      1.0.1.5.1.1. Conceptual Design
      1.0.1.5.1.2. Preliminary Design
      1.0.1.5.1.3. Final Design
      1.0.1.5.1.4. Full Detailed Design

   1.0.1.5.2. Civil Construction
   1.0.1.5.3. System installations
   1.0.1.5.4. Testing and commissioning
   1.0.1.5.5. Trial Running
   1.0.1.5.6. PTO – Permit to Operate (launching)

1.0.2. **Description of the Projects:**

1.0.2.1. **The Red Line (LRT):** From Petah Tikva in the East to Bat Yam in the south, the Red Line is 23km long, of which 12km is underground and the rest is at grade. The Red Line depot is designed to accommodate 104 trains in its stabling area and has light and heavy maintenance capabilities.

Design – Between final and detailed design. The rail systems design is being tendered as design-build (DB). The red line is split into few primary delivery packages: depot, Tunneling (TBM), underground stations, stations' fit-out, rolling stock, portals, systems and at-grade section. The construction of the underground boxes and tunnel began in August, 2015. Currently, the Red Line is the only line that the Government of Israel decided to execute and already financed the Project.

1.0.2.2. **The Green Line (LRT):** From Herzliya in the north to Rishon Lezion in the south, the Green Line is 39km long, of which 4km are planned to be underground and the rest at grade.

Design – there are three (3) design packages which are nearing the completion of the final design.
1.0.2.3. The Purple Line (LRT): From Yehud and Petah Tikva in the east to Tel Aviv in the south, the Purple Line is 36km long, all of which is at grade.

Design – one (1) design package, nearing completion of final design.

1.0.2.4. The Yellow Line (LRT): From Herzliya in the north to Mikve Israel in the south and Petah Tikva in the east, the yellow line is of 34 km long, all of which is at grade.

Design – one (1) design package, nearing completion of preliminary design.

1.0.2.5. The Brown Line (LRT): From Rishon Lezion in the west to Lod in the east, the Brown Line is 28km long, all of which is at grade.

Design – two (2) design packages. Preliminary design is ongoing.

1.0.2.6. The Blue Line (BRT): From Mikve Israel in the north to Rehovot in the south, the Blue Line is 21km long.

Design – completed.

1.0.2.7. The Pink Line (BRT): From Herzliya in the west to Kfar-Saba in the east, the pink line is 18km long.

This line is under statutory and regulatory examination.

1.0.2.8. The Orange Line (BRT): A circular line through the city of Netanya.

Design – completed.

1.0.3. Program figure (Schematic)

![Program figure (Schematic)](image)

1.1. The Client

1.1.1. **Client:** NTA.

1.1.2. **Parties:** As defined in the Administration Section.

Schematic view:
1.1.3. **Users**: As defined in the Administration Section.

1.2. **Goals and Objectives**

1.2.1. A robust, dependable, efficient Document management system for managing, tracking, and recording all Correspondence between all Parties.

1.2.2. A secure system which only allows access to Correspondence and Documents to the relevant Party;

1.2.3. A robust and automated Document numbering and file naming strategy;

1.2.4. A web based EDMS portal/dashboard for viewing all Documents, brought up to the attention of the user upon login;

1.2.5. A dashboard that tracks important responses to Documents, open RFIs, submittals received for review, including review response deadlines. The Users should be able to determine at a glance, all the important actions they are responsible for;

1.2.6. Transmission of multiple Documents at one time between multiple parties, which is auditable and traceable;

1.2.7. Provide a way of tasking actions towards the resolution and response to RFIs, submittals, claims, general Correspondence, etc.;

1.2.8. Maximal avoidance of paper Correspondence.

1.2.9. The EDMS Solution should be able to track both the source Document and a published PDF version of the Document as versions of the same Document;

1.2.10. A method to link Correspondence together; letters to their responses, subsequent replies, etc.; and

1.2.11. Local backup.

1.3. **Problems that the System should Resolve**

1.3.1. The DMS is not accessible to external Users from out of NTA network.

1.3.2. NTA doesn’t have a single point of communication and collaboration for all Parties involved in the development of the Program. The Program entails the management and collaboration with many contractors, designers using one common system for all formal records and communication.
1.3.3. NTA and its appointed PMCs do not have the resources or ability to support the review and approval all Project related records and Correspondence and maintain them in an easily searched project history.

1.3.4. NTA doesn’t have an efficient permission mechanism to manage hundreds of Users.

1.3.5. The DMS doesn’t support DWG, DWF, PLT formats.

1.4. Organizational Objectives

1.4.1. NTA needs to manage many suppliers and contractors and to make sure that all Projects’ requirements are fulfilled.

1.4.2. Providing one platform for all Projects Correspondence and data managements will support NTA to manage the Projects.

1.5. Annual Budget

NTA received all budget approvals for this ITB.

1.6. Dependencies on other systems

No dependencies on other systems have been identified.

1.7. Feasibility and Cost/Benefit

The EDMS Solution needs to be implemented and working within the relevant time frame to support NTA's Program schedule.

1.8. Time Frame (I)

1.8.1. The EDMS Solution it expected to be operational within 3 months from NTA execution of the Agreement, all in accordance with the Work Plan to be submitted by the Bidders.

1.8.2. It is expected that the EDMS Solution shall be in use by NTA and other Parties throughout the term of the Program.

1.9. Current conditions (I)

1.9.1. The DMS is based on Microsoft SharePoint. This platform has difficulties to record the collaborations and communications in NTA’s Projects.

1.9.2. Only Users in NTA's Domain are using the DMS. The DMS is not accessible by WEB. Hence, external Users, who are major parties of the Project such as contractors or designers, cannot use the DMS.

1.9.3. Users' permissions are being task by “Site” and "Sub Site" (share point structures). Specific Documents are being manually added permissions. There is a limit that is sometimes exceeded regarding the exceptions of permissions per Document that Share Point allows.

1.9.4. DMS supports Document revisions with history log of all Users and all changes.

1.9.5. Sharing Document via hyperlink is partially supported.

1.9.6. The DMS is not scaled to support the significant demands that multiple Projects will require.

1.9.7. No single point of communication and collaboration for all Parties.

1.9.8. CAD, DWG, DWF, and PLT files are being saved in different locations, rather than on the DMS. No revision management is available in the current solution.
2. Application

This Section defines the specifications required to be achieved by the EDMS Solution as well as the services required from the Supplier in connection with the EDMS Solution.

2.0 General Concept (I)

2.0.1 The Supplier shall provide an EDMS Solution which shall serve all Parties involved in the Program, all in accordance with this ITB.

2.0.2 The Bidder shall address all requirements set forth in this Section and reply in a detailed manner, according to the specific requirements for each particular Sub-Section. In an event in which a requirement is not supported by the EDMS Solution and/or the Supplier, as applicable, in full or in part, the Bidder has to expressly specify that and to detail the non-conformity.

2.0.3 EDMS Solution block diagram (non-exhaustive – example only):

![EDMS Solution Block Diagram]

Cloud Based application and storage

2.1. General EDMS Solution Specifications (G)

2.1.1. The EDMS Solution will be "cloud based" (M).

2.1.2. The EDMS Solution will have a records management area where Documents of all types will be uploaded and transmitted to the different Parties (S).

2.1.3. The EDMS Solution will have a general Correspondence area where all formal and contractual Correspondence will be generated, transmitted, and become a permanent part of the Program's records (S).

2.1.4. The EDMS Solution will have a private workspace for each Party to prepare Documents and Correspondence, which shall not be accessible or visible to any other Party before it is specifically transmitted to such Party or uploaded in the general workspace (M).
2.1.5 NTA’s Administrator and the Parties’ administrators shall not be able to change records or correspondence once they are uploaded or sent to another Party.

2.1.6 The EDMS Solution will support a robust Application Programming Interface (API) which facilitates bidirectional interaction between the EDMS Solution and other management systems (such as an Enterprise Resource Planning (ERP) system).

2.1.7 The EDMS Solution will support the creation and modification of workflows by the Parties as set forth below(S).

2.1.8 The EDMS Solution will support queries such as search by Document name, user name, Meta-Data and file type.

2.1.9 The EDMS Solution will have a mobile application or a mobile web-browser access, all of which support both Android and IOS (M).

2.1.10 Workflows (G)

2.1.10.1 Only system’s administrators (from each party) shall be able to manage (modify and create) workflows.

2.1.10.2 The EDMS Solution shall support adjustable workflows with the following minimum requirements:
   a. Timetable for each stage of the process, and its status reflected in on the user’s task lists.
   b. Support for both serial and concurrent processes.
   c. Workflow steps will support the assignment of groups/specific users.
   d. Workflows must trigger status alerts in each stage of the process for each one of the users that is involved in the process.
   e. Workflows will support checklists related to intermediate steps in the process.
   f. Documents related to or generated in the course of a workflow can be attached or linked.
   g. Interface for searching, reviewing, and monitoring workflow statuses.

2.1.10.3 The EDMS Solution workflow capabilities shall support best practice solutions for at least the following processes for Major Civil Projects: (G)
   a. Change control/request.
   b. Submittal review.
   c. Pre-transmittal reviews by contractor.
   d. Review and approval of project correspondence to be issued.
   e. QMS (Quality Management System) document approvals.
   f. Drawing review and approval.
   g. Handover approvals.
   h. Non-Conformance Report (NCR), including corrective actions closure.
   i. Corrective and Preventive Action Request (CAR/PAR).
   j. Audit Reports.
   k. Inspection Request (IR) with corresponding check list.

2.1.11 Templates (G):

2.1.11.1 The EDMS Solution shall have the capability of creating electronic templates with the following requirement as minimum:
   a. Types of fields: long text, short text, date, time, and numeric fields i.e.
   b. Referencing to records or documents in the system
   c. Creating templates for each party for different business processes, i.e., QA/QC, safety, and commissioning
d. Initiating workflows as a result of action resolution types selected in the form; the workflow shall activate one or more responsible parties.

e. Attaching pictures and documents to the template.

2.1.12. Language (M) – the EDMS Solution shall support Hebrew fonts in all Documents, Correspondence and their content and file names. In addition, such support shall also be applicable to all Documents transferred through Data Migration as specified in Section 4.7.

2.1.13. Mobile devices (G)

a. The EDMS Solution application or a mobile web-browser shall support both Android and IOS operating systems on common mobile devices (phones and Tablets).

b. The EDMS Solution shall have the ability to work with online connection to the internet and offline. When using the mobile application offline, the end user can download the relevant information to the mobile device, edit and adding information and then sync the changes when the mobile device has a connection to the internet.

c. The EDMS Solution shall provide support and maintain full compatibility and functionality with the most up-to-date version, and at least one prior version, of the abovementioned mobile operating systems with no forced modification of data, at all times throughout the duration of the Agreement

d. The EDMS mobile solution shall have the ability to respond and activate workflows, access data entry forms, upload and attach photographs and documents.

2.2. Users (S)

2.2.1. User permissions shall be granted and managed by the respective Party's administrator.

2.2.2. Users of all Parties shall have the same modules, components and processes of the proposed EDMS Solution.

2.2.3. Number of Users – unknown as it is dependent on the development of the Program and the number and extent of the Parties involved in the Program. Nevertheless, at the time of publication of this Tender, NTA estimates that the number of users on behalf of the Parties shall be as described in the following chart (non-binding estimate) (I):

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Users</td>
<td>209</td>
<td>297</td>
<td>368</td>
<td>451</td>
<td>550</td>
<td>649</td>
<td>682</td>
</tr>
<tr>
<td>Year</td>
<td>2022</td>
<td>2023</td>
<td>2024</td>
<td>2025</td>
<td>2026</td>
<td>2027</td>
<td>2028</td>
</tr>
<tr>
<td>Users</td>
<td>588</td>
<td>412</td>
<td>242</td>
<td>176</td>
<td>77</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
2.2.4 Geographical Locations of Users – A significant number of Users will be located outside of Israel. Other external Users such as contractors, subcontractors, and PMC are expected to mostly use the EDMS Solution from Israel.

2.3 Interfacing Systems (G)

2.3.1 The EDMS Solution's API shall support interactions between other information systems which shall be used by NTA.

2.3.2 API shall support: export files, import files, run query on the database, search and extract records based on Metadata, searching records, initiate and/or respond to workflows, approve or reject submissions with ability to add text and files.

2.3.3 The Bidder shall provide general description of the EDMS Solution's ability to connect with SAP ERP through the API. (S)

2.3.4 The Bidder shall provide a tool for importing Documents from the DMS to the EDMS Solution through the API with the following specifications:

2.3.4.1 Saving DMS index (share point) for technical reference (KEY) between Documents
2.3.4.2 Saving DMS reference information
2.3.4.3 Saving files name
2.3.4.4 Saving version record
2.3.4.5 Importing the file to the EDMS
2.3.4.6 Locking the file in the old DMS as read only.
2.3.4.7 Verifying that the file is locked and uploaded
2.3.4.8 All versions include sub-versions
2.3.4.9 File properties
2.3.4.10 Metadata

2.3.5 The EDMS Solution shall support hyperlinks to specific records, allowing other NTA management applications to reference Documents and Correspondence within the EDMS Solution without having to maintain duplicated information in other systems.

2.4 General Functionality (G)

2.4.1 Queries and Reports

The EDMS Solution shall:

2.4.1.1 Support the ability to search any combination of Documents or records using boolean, wildcard searches, and Metadata.
2.4.1.2 Provide preconfigured search options to allow Users to choose already setup search attributes related to frequently accessed and reviewed Documents. For example, a preconfigured search for design Documents submitted in the past two weeks that are awaiting review.
2.4.1.3 Provide the Users with the ability to save their own search parameters for future reuse.
2.4.1.4 Provide the Users with the ability to export search results into an excel spreadsheet for further processing include hyperlinks to the documents.
2.4.1.5 Provide a comprehensive audit trail of Correspondence and record history, including record of Users which have viewed, edited, sent, downloaded, uploaded, deleted, printed, recorded or changed any Document.
2.4.1.6 Provide the ability for NTA Administrator to monitor User and organization activities:
   a. Login IP address and location report per User.
b. Permission reports per User, site, location or record.
c. Types of Documents by folder, Metadata, tags, User groups and Users.
e. Report of event logs listing the activities of each User viewing, downloading, uploading, and transmitting of each Document.

2.4.1.7. Provide reports and statistics from the workflow documents and correspondence status with the following requirements as minimum(S):
   a. Number of days unresolved per item
   b. by location, category and date
   c. By party responsible
   d. By template items
   e. Templates/forms fields such as: Equipment usage, Labor force, Daily activities, Major quantities installed, Safety observations, Photos/Videos

2.4.2. File upload capabilities:
   The EDMS solution shall have the ability to upload multiple files at one time. Selection of files can be by drag and drop or individually by browsing and selection one or more files.

2.5. User Interface (S)

2.5.1. The EDMS Solution User interface shall be in English with an efficient and logical presentation of information, highlighting key activities, User assigned tasks, and User specific workflows and responsibilities.

2.5.2. Any additional developments in the EDMS Solution will be well integrated and consistent with the already existing User experience (I).

2.5.3. Each User shall have a dashboard which shall be customized for its day to day activities, including filters and review or approval of tasks. The dashboard shall present the User with their relevant Project and tasks, Correspondence and Documents for their attention.

2.5.4. The Dashboard shall contain at least the following features:
   2.5.4.1. List of last Correspondence.
   2.5.4.2. List of outstanding tasks to be handled by the User.
   2.5.4.3. Time and schedule for each task with relevant reminders at certain times.
   2.5.4.4. Status bar for each task.
   2.5.4.5. Dashboard for User group which allows viewing the following records:
               a. Last changed Documents.
               b. Last uploaded Documents.
               c. Last viewed Documents.
3. Technology and Infrastructure

3.1. General (G)

3.1.1. The EDMS Solution shall be a "cloud based" solution (M).

3.1.2. All Users shall be using the same software and the same versions (M).

3.1.3. The EDMS Solution shall be hosted by the Supplier solely in countries which maintain diplomatic relations with Israel (M).

3.1.4. The EDMS Solution shall have a minimum availability of 99.5%.

3.1.5. The EDMS Solution shall be provided as web-based as minimum.

3.1.6. The EDMS Solution shall support and feature full compatibility with Internet Explorer 9 and Google Chrome (M).

3.1.7. The EDMS Solution shall provide support and maintain full compatibility and functionality with the most up-to-date version, and at least one prior version, of the abovementioned browsers with no forced modification of data, at all times throughout the duration of the Agreement.

3.1.8. The EDMS Solution shall provide a web viewer to view files of the most common file types (M).

3.1.9. The EDMS Solution shall feature a Local Backup providing the ability to maintain all Program data locally at NTA’s data center (S).

3.2. Information security (G)

3.2.1. The EDMS Solution shall be compatible with ISO 27001 or 27002 (or equivalent) information security standard (M).

3.2.2. The EDMS Solution architecture shall provide full privacy regarding NTA’s data. No data, including data from Parties using the EDMS Solution, shall be accessible by the Supplier nor by anyone on its behalf (M).

3.2.3. The EDMS Solution shall feature adjustable permission control for at least the following items or components(S):

3.2.3.1. Users.
3.2.3.2. Specific documents.
3.2.3.3. Processes (workflows).
3.2.3.4. Correspondence.
3.2.3.5. Document versions.

3.2.4. The EDMS Solution shall have security information and event management (SIEM)/security operations center (SOC) services (log files of User activities) containing as a minimum the following information with the proposed solution, including implementation of a reporting/events transfer interface to the NTA's SIEM/SOC:

3.2.4.1. User details.
3.2.4.2. Connection IP address.
3.2.4.3. Time and date of login and logout.
3.2.4.4. Description of the user activity.
3.2.5. The EDMS Solution shall feature secured and personalized login procedures. The mobile application and/or web-based client shall support pass code or password. In case of a local application, local cache/data encryption shall be implemented to avoid data leakage if the mobile device is lost or stolen (M).

3.2.6. The EDMS Solution shall provide secured API communication for the management systems run by NTA and other Parties (M).

3.2.7. The client/User connection via web or mobile must be implemented using secure HTTPS protocol (M).

3.2.8. The SSL versions supported by the system should be at least SSL 3.0, with TLS 1.0, TLS 1.1 and TLS 1.2 protocols (M).

3.2.9. Permissions to view, edit, approve, download, upload or other application abilities shall be administered per User and per user group.

3.2.10. The EDMS Solution shall support the ability to assign Users with read-only privileges.

3.2.11. EDMS User access security:

3.2.11.1. Identity will be assured by Two Factor Authentication as optional.

3.2.11.2. The authentication process will not use biometric data.

3.2.12. The EDMS Solution shall have malware protection including:


3.2.12.2. Antivirus.

3.2.12.3. IPS/IDS/DLP.

3.2.12.4. Firewalls policies

3.3. Basic Hardware

   Not relevant.

3.4. Storage (G)

3.4.1. The EDMS Solution shall support unlimited data storage (M).

3.4.2. Document size shall not be limited.

3.5. End User Equipment

   Not relevant.

3.6. Operation systems and Email

   Not Relevant

3.7. Database

   Not relevant.

3.8. Development and Maintenance Tools (G)

3.8.1. The administration interface shall be accessible by a web browser.

3.8.2. The EDMS Solution shall feature a User control mechanism, allowing password changes, activation and deactivation of Users, import and export of Users lists and copying or moving work environments between Parties and Users, including all data stored therein.

3.8.3. The EDMS Solution shall include a self-service feature for Users that need to change passwords using pre-defined authentication parameters (ID, organization email, etc.).

3.9. Permissions (G)

3.9.1. The EDMS Solution shall assure that each Party cannot be denied access to their records maintained within the EDMS Solution, including records uploaded by or transmitted to such Party through the EDMS Solution (M).
3.9.2. The EDMS Solution shall provide the functionality to control individual access to information based on defined roles and groups.

3.9.3. The EDMS Solution shall enable Users to mark specific Documents and communications as private.

3.9.4. The EDMS Solution shall facilitate the ability to use specific and group user permissions to each Document, Metadata or directory.

Such user groups may include, but not be limited to:

<table>
<thead>
<tr>
<th>Administrative (includes IT)</th>
<th>Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>Construction</td>
</tr>
<tr>
<td></td>
<td>Project Manager</td>
</tr>
<tr>
<td>CAD</td>
<td>Quality Assurance</td>
</tr>
</tbody>
</table>

3.10. **Off the Shelf Products (I)**

Not relevant.

3.11. **User computers (I)**

3.11.1. The Supplier shall provide NTA the recommended hardware specifications for best compatibility with the EDMS Solution. (G)

3.11.2. The Supplier shall assume that Users' work stations are based on Microsoft Windows 7 and Microsoft Office 2010, or newer.

3.11.3. The Supplier shall assume the Users' work stations are based on Intel i-5/i-7 CPU with a minimum of 4GB of RAM.

3.12. **Local Area Network (LAN) (I)**

3.12.1. The Supplier shall assume that NTA’s LAN is based on 1 Gbps Ethernet.

3.12.2. The Supplier shall assume that all other Parties' LAN will be based on a minimum of 100 Mbps Ethernet.

3.13. **Wide Area Network (WAN) (I)**

3.13.1. NTA has an internet outbound connection consisting of two aggregated symmetrical lines, providing 60 Mbps and 20 Mbps.

3.13.2. The Supplier shall recommend bandwidth requirements for normal EDMS Solution usage, taking into consideration submission Documents with an average size of 6GB. (G)

3.14. **Printing (G)**

3.14.1. The EDMS Solution shall support printing abilities in all the available web pages of each User, include printing of all content.

3.14.2. The EDMS Solution shall support printing of Documents from the internal viewer (without the need to download the file).

3.15. **Local Backup (G)**

3.15.1. The EDMS Solution shall support Local Backup which shall have the ability to maintain all project data locally at NTA’s data center, in addition to the Supplier's backup (M).

3.15.2. All data located in the Local Backup will be available for retrieval by each Party by using the EDMS Solution's user interface, web based interface or by a standalone local interface.

3.15.3. The Local Backup shall be fully operational and accessible throughout the period of EDMS Solution operation and shall remain operational following the termination or expiration of the Agreement.

3.15.4. The Local Backup shall be synchronized and updated at least once a day (M).
3.15.5. The Supplier shall list all requirements from NTA in order to provide the Local Backup including hardware and software requirements as well as budget estimations for such hardware and software.

3.15.6. The Supplier shall provide detailed architecture for the Local Backup including all elements and their specifications.

3.15.7. The Supplier shall provide a step-by-step procedure for data retrieval from the Local Backup.

3.15.8. The Supplier shall test the Local Backup quarterly to ensure full functionality; NTA's Representative shall participate in such test.

3.16. **Integrated File Viewer (G)**

3.16.1. The EDMS Solution shall include a web viewer to view files of most common file types, these common file types must include as a minimum: Microsoft Office 2010 and newer versions files (i.e. Excel, Word, PowerPoint, Outlook, etc.), PDF, DWG, DWF (M).

3.16.2. The EDMS Solution shall be updated at least once a year to support all new versions of the file types listed in Section 3.16.1.
4. **Implementation**

4.0. **General (M)**

This Section details the requirements for the process of supply and implementation of the EDMS Solution.

In response to this Section, the Bidder shall present and elaborate its methodology, activities, deliverables and schedule in strict accordance with NTA’s needs and requirements, as specified herein.

4.1. **Parties involved (G)**

4.1.1. **The Bidder – General**

The Bidder shall submit (within Envelope No. 1) all organizational details and additional general information about the Bidder, its services and/or products, representing its capabilities to provide the EDMS Solution.

4.1.2. **The Bidder’s Project Manager (M)**

The Project Manager is the person who will be appointed by the Supplier to manage on its behalf the implementation of the EDMS Solution and provide the demonstration to NTA in accordance with Sub-Section 0.3.16.1.

Replacement or dismissal of the Project Manager, throughout the term of the Agreement, shall be subject to NTA's prior written consent.

The Project Manager shall have the following experience:

4.1.2.1. More than 5 years of experience in managing EDMS Systems implementation for Major Civil Projects (as defined in Section 02.13).

4.1.2.2. More than 18 months experience of working for the Supplier.

In response to this Sub-Section, the Bidder shall submit (within Envelope No. 1) the details of its suggested Project Manager in Annex 4.1.2.

4.2. **Project's Phases (G)**

This Section describes the Project's phases and their expected deliverables and major activities. The Bidder shall describe its project management methodology for each of the phases.

4.2.1. **Design**

4.2.1.1. The main activity during the design phase is to review and map NTA's processes, Parties and Users' activities and to plan the required customizations needed to the EDMS System in order to support NTA's processes.

4.2.1.2. The main deliverable of the design phase to be submitted by the Supplier is a complete specification document of the EDMS Solution.

4.2.1.3. The specification document shall be written in compliance with NTA's requirements, as stated in this ITB and shall include, as a minimum, the setup plan and all configurations required by NTA.

4.2.1.4. The Supplier shall hold and maintain copies of the specification document, including any adjustments or amendments thereto, until approved by NTA.

4.2.2. **Design Review**

4.2.2.1. The Supplier shall demonstrate the implementation of its specification document on a demo system and shall make the demo system available for use and examination by NTA.
4.2.2.2. The Supplier shall assist NTA to the extent requested in reviewing the design and testing its implementation on the demo system.

4.2.2.3. Following its examination of the demonstrated implementation, NTA may provide comments or require the Supplier to amend or adjust its specification and to repeat the demonstration, and the Supplier shall act accordingly within the time instructed by NTA, until final approval.

4.2.3. System Setup

4.2.3.1. Upon approval of the specification document by NTA as set forth above, the Supplier shall set up and configure the EDMS Solution in strict accordance with the approved specification document.

4.2.3.2. The Supplier will implement all permissions as defined on the specification document, as approved by NTA.

4.2.4. Data Migration

4.2.4.1. NTA intends to migrate Documents and data as part of the Project's implementation and test the process as part of the Acceptance tests. However, NTA reserves the right to perform the data migration process after "go live" of the EDMS Solution.

4.2.4.2. The Supplier shall suggest the optimal methodology for the Documents migration process according to the requirements set forth in Section 4.7

4.2.5. Acceptance Tests

4.2.5.1. The Supplier shall submit a test plan for NTA's approval (STP – Software Test Plan). The test plan will include the system business scenarios according to the specification document and will include testing of the data migration. The test plan will include testing scenarios; each scenario will include a set of planned testing cases and expected results.

4.2.5.2. The Supplier shall conduct two full rounds of acceptance tests. A testing round shall be considered to be completed if there is no Critical Malfunction (as defined in table 4.6.c) and no more than 5 Major Malfunctions (as defined in table 4.6.c). NTA shall have the right to require additional testing if upon the completion of the acceptance tests as set forth above, more than 5 Major Malfunction or a Critical Malfunction shall be discovered.

4.2.5.3. Each testing round will be carried out on a testing environment that will be provided by the Supplier.

4.2.5.4. The Supplier shall complete at least partial data migration, as set forth in Sub-Section 4.7.5, prior to commencement of each round of the acceptance tests. The migration plan and scope for the acceptance test phase will be defined together by NTA and the Supplier as part of the testing plan.

4.2.5.5. The test plan shall cover thorough testing all EDMS Solution functions listed in this ITB, including, but not limited to the following:

4.2.5.5.1. Sending internal and external Correspondences with and without attachments.

4.2.5.5.2. Generating, editing and updating workflows' functionality.

4.2.5.5.3. Performance test – upload/download/send/receive Documents with an average size of 6GB.

4.2.5.5.4. Search parameters.

4.2.5.5.5. Local Backup operation and setup.
4.2.5.6. NTA may take part in or observe any of the tests and the Supplier shall make all required arrangements.

4.2.5.7. The Supplier shall be responsible, at its own cost and expense, to fix, correct or repair any defect or malfunction causing failure of tests, until successful completion and approval by NTA.

4.2.5.8. The Supplier shall submit a test report (STR – Software Test Result) for each test scenario carried out (regardless of the results).

4.2.5.9. NTA reserves the right to perform penetration test on the EDMS Solution in accordance with NTA’s CISO instructions.

4.2.6. Go Live

4.2.6.1. The Supplier will prepare a go live plan. The plan will include all activities and preparations required from all Parties involved in the Project, including – training (as described in Section 4.4), final data migrations, IT & system activities, adjustment of business processes and/or forming mitigating risks plan.

4.2.6.2. The Supplier will describe its post go live support for the first three (3) months after go live and its plan to amend Critical Malfunctions (as defined in table 4.6.c) of the EDMS Solution.

4.2.6.3. Go live approval: approval for go live will be granted in accordance with NTA’s management instructions.

4.2.6.4. NTA’s acceptance of the EDMS Solution will be under the following terms:

4.2.6.4.1. Successful completion of the acceptance tests as set forth on Section 4.2.5

4.2.6.4.2. Data Migration

4.2.6.4.3. Approval of the "go live" plan by NTA.

4.2.6.4.4. If required, successful completion of a penetration test.

4.3. Work Plan (G)

4.3.1. The Bidder shall submit (within Envelope No. 1) its relevant work plan including its planned time table for implementation according to the Project’s phases, as described in Section 4.2.

4.3.2. The work plan shall include the major activities of the project phases and their time schedule in accordance with the phases described in Section 4.2.

4.3.3. The work plan will include the following details as a minimum:

4.3.3.1. Project phase (for example, "System setup")

4.3.3.2. Activity name (for example, "NTA Projects setup") + short explanation of the activity

4.3.3.3. Duration (in working weeks), (for example, "1 week")

4.3.3.4. Responsible party (Supplier/ NTA/ other) (for example, "the bidder")

4.3.4. The work plan will be submitted to NTA by the Bidder in MS-Project format (MPP file) as Annex 4.3.

4.4. Training (G)

4.4.1. The Supplier shall be solely responsible for performance of the training plan in accordance to the specification of this Sub-Section.
4.4.2. The Supplier shall submit a detailed training plan for NTA's approval. The training plan shall include as a minimum all training sessions provided for in this Sub-Section.

4.4.3. NTA may provide the Supplier with comments on the training plan, and may require the Supplier to amend or change it, and the Supplier shall act accordingly.

4.4.4. As part of the training plan, the Supplier shall hold multiple sessions of on-site training in advance of the "go live" for all Parties located in Israel. Each Party shall be given a separate training session of not less than 4 hours. (M)

4.4.5. The Supplier shall provide all Parties and Users throughout the term of the Agreement the opportunity to participate in scheduled live web-based training sessions. The live web-based training sessions shall be held at least once a month, at times and intervals coordinated with NTA in advance. (M)

4.4.6. The web-based training sessions shall include the following (in English):

- User training covering all functions that users need in order to properly work with the system in civil projects, including send, receive, upload, download files, files revision, search, dashboard information and use of workflows.

- Administrator's training (train the trainer) covering all user functions as stated above, and in addition all functions regarding user management, password recovery, administrator reports, setting permissions, setting workflows, and FAQ.

4.4.7. Training program will be available at all times online via recorded web tutorials and related documentation. (M)

4.5. **Documentation (G)**

4.5.1. The Supplier shall provide comprehensive system documentation in English (electronic copy), which shall include as a minimum:

- Specification documents made for NTA in the process of implementation includes all changes that made to the EDMS Solution.

- User manuals (M)

- Tests guides and procedures for the Local Backup operation and maintenance (M)

4.5.2. The Supplier shall provide on-line system documentation which shall address the following matters (can be combined in one document):

- User Manual including all the functions of the EDMS Solution, how to use and users FAQ.

- Administrator's user manual including all the functions needed to manage Users, permissions, reports, workflows and FAQ.

4.5.3. The Supplier shall update such documentation at every EDMS Solution upgrade in accordance with any EDMS Solution update.

4.5.4. As minimum and notwithstanding how the Supplier proposes to provide its documentation, the documentation shall be available for download in PDF format.

4.6. **Service and Maintenance (G)**

4.6.1. Documents supplied by the Supplier shall address, *inter alia*, the following matters:

- How the EDMS Solution's minimum availability is calculated and how the EDMS Solution architecture is structured to maintain this minimum availability standard.
4.6.1.2. How the EDMS Solution will be upgraded while meeting the minimum availability specified above.

4.6.2. The Supplier shall provide NTA with an availability report specifying availability of the EDMS Solution in each calendar month. The report shall be submitted at the 5th of each calendar month for the preceding month. (M)

4.6.3. The Supplier shall provide NTA with a User report showing the number of Users actively using the EDMS Solution (i.e. at least one active login per User) in each calendar month. The report shall be submitted at the 5th of each calendar month for the preceding month. (M)

4.6.4. The Supplier shall present its process to switch between sites defined within the Disaster Recovery Plan (DRP) without affecting the availability of the EDMS Solution.

4.6.5. In case of a reduction in availability of the EDMS Solution in any given calendar month, NTA shall have the right to deduct from the Supplier’s fees for that month (pursuant to Section 5 below) the credit stated in the following table, without derogating from any remedy entitled by NTA under the Agreement or by any applicable law.

### Availability and Deductions Table (Table 4.6a):

<table>
<thead>
<tr>
<th>Business Hours</th>
<th>After Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Between 9:00 am and 6:00 pm (Israel time) Sunday to Thursday during a calendar month.</td>
<td>Between 6:00 pm and 9:00 am (Israel time) Sunday to Thursday and 00:00 to 24:00 on Friday and Saturday during a calendar month.</td>
</tr>
<tr>
<td>Downtime During Business Hours (minutes)</td>
<td>Deduction of a % out of the Retainer</td>
</tr>
<tr>
<td>Up to 90</td>
<td>0%</td>
</tr>
<tr>
<td>91 to 300</td>
<td>3%</td>
</tr>
<tr>
<td>301 to 600</td>
<td>10%</td>
</tr>
<tr>
<td>601 to 1100</td>
<td>18%</td>
</tr>
<tr>
<td>1101 to 1620</td>
<td>30%</td>
</tr>
<tr>
<td>1621 or greater (severe violation)</td>
<td>80%</td>
</tr>
</tbody>
</table>

4.6.6. Customer Support Center

4.6.6.1. Without derogating from the customer support services set forth in the ITB and the Agreement, the Supplier shall provide support services to the Parties through a Customer Support Center. The Customer Support Center shall be accessible upon the completion of the "go live" phase (M).

4.6.6.2. In case of Major Malfunction and Critical Malfunction, the Supplier is committed to work continuously until resolution is provided.

4.6.6.3. Supplier's Customer Support Center must be able to provide information on the current stage of processing of a Service Request.
4.6.7. Escalation (G)

Service Requests shall first be handled by the Helpdesk through phone or email response to NTA. In the event that the Service Request cannot be resolved promptly by the Helpdesk, the Helpdesk personnel shall notify the Project Manager.

4.6.8. Critical Malfunctions shall be immediately reported by the Project Manager to NTA Representative. In the event that the problem cannot be resolved promptly, the Project Manager shall notify the Supplier's CTO.

4.6.9. The Supplier shall strictly meet the following response and recovery times. Failure to meet such times shall entitle NTA the right to deduct from any payment due to the Supplier, the credit stated in the table below, without derogating from any remedy entitled by NTA under the Agreement or by any applicable law.

Customer Service Availability (Table 4.6b):

<table>
<thead>
<tr>
<th>Parameters</th>
<th>Minimum Service Level</th>
<th>Deduction from Payment in Case of Failure to Meet Minimum Service Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer support Availability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time To Respond</td>
<td>Critical: 5 Min</td>
<td>Each additional 5 Min</td>
</tr>
<tr>
<td></td>
<td>Major: 15 Min</td>
<td>Each additional 15 Min</td>
</tr>
<tr>
<td></td>
<td>Other: 30 Min</td>
<td>Each additional 30 Min</td>
</tr>
<tr>
<td>Recovery process start time</td>
<td>Critical: 30 Min</td>
<td>Each additional 30 Min</td>
</tr>
<tr>
<td></td>
<td>Major: 4 Hours</td>
<td>Each additional 1 Hour</td>
</tr>
<tr>
<td></td>
<td>Other: 12 Hours</td>
<td>Each additional 1 Hour</td>
</tr>
<tr>
<td>Recovery Time</td>
<td>Critical: 8 Hours</td>
<td>Each additional 1 Hour</td>
</tr>
<tr>
<td></td>
<td>Major: 48 Hours</td>
<td>Each additional 1 Hour</td>
</tr>
<tr>
<td></td>
<td>Other: 72 Hours</td>
<td>Each additional 1 Hour</td>
</tr>
</tbody>
</table>

For the purpose of this Sub-Section (Table 4.6c):

<table>
<thead>
<tr>
<th>Definition</th>
<th>Description of Definition &amp; Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Request</td>
<td>A request submitted by NTA to the Supplier's Helpdesk for resolution of a malfunction or for assistance in resolving a malfunction or a technical/general question regarding functionality of the EDMS Solution.</td>
</tr>
<tr>
<td>Definition</td>
<td>Description of Definition &amp; Responsibilities</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Critical Malfunction*</td>
<td>A malfunction in the EDMS Solution or any of its modules, that results in complete breakdown of the EDMS Solution or a critical performance degradation preventing availability of the EDMS Solution.</td>
</tr>
<tr>
<td>Major Malfunction *</td>
<td>A condition, error, bug, or any other problem affecting the availability of the EDMS Solution to a large extent, causing major performance degradation or a loss of important functions occur.</td>
</tr>
<tr>
<td>Other Malfunction*</td>
<td>Any Service Request for technical assistant (such as 'how to use' questions, password assistant etc.) and any malfunction that is not a Critical Malfunction or a Major Malfunction.</td>
</tr>
<tr>
<td>Request*</td>
<td>Shall relate to inquiries relating to requests for upgrades, updates or new technology requests.</td>
</tr>
<tr>
<td>Time To Respond</td>
<td>The duration starting from the submittal of a Service Request to the Supplier's customer support, until the Supplier's Helpdesk has contacted NTA.</td>
</tr>
<tr>
<td>Recovery process start time</td>
<td>The duration starting from the submittal of a Service Request to the Supplier's customer support, until the Supplier's remote technical expert started fixing the Malfunction.</td>
</tr>
<tr>
<td>Recovery Time</td>
<td>The duration submittal of a Service Request until full resolution of the malfunction and full recovery of the EDMS Solution.</td>
</tr>
<tr>
<td>Remote Support</td>
<td>Technical support via internet connection or other secured digital connections such as VPN.</td>
</tr>
</tbody>
</table>

* Classification of malfunctions shall be at NTA's sole discretion

4.6.10. Without derogating from NTA's right for payment deductions as stated above, where any Service Request cannot be resolved by the Supplier within the Recovery Time, the Supplier shall, at its sole expense, engage such outside resources as are necessary to address the Service Request, resolve the Malfunction and restore full EDMS Solution operability and availability.

4.6.11. Tracking. The Supplier shall implement a system whereby each Critical Malfunction, Major Malfunction, Other Malfunction or Request can be independently tracked from the time of inquiry through resolution. Such tracking system shall contain, in reasonable detail, summaries of all inquiries, persons involved in the inquiry (both from NTA and from the Supplier) and steps taken to resolve such inquiries. The Supplier shall provide such records to NTA on a weekly basis.

4.6.12. Preventive Maintenance. The Supplier shall regularly perform the following procedures:

4.6.12.1. Ongoing preventive maintenance: any preventive maintenance required and / or needed in order to secure and allow the EDMS Solution's availability and its full functionality (including such required procedures that are requested by third party suppliers, either technical or other matters suppliers).

4.6.12.2. Continuous monitoring of the EDMS Solution's performance and stability: the Supplier shall track, monitor the EDMS Solution's performance and stability and shall analyze such monitoring outcomes in order to prevent any malfunction and to ensure the EDMS Solution's continuous functionality and availability.
4.6.12.3. **Diagnostic procedures**: the Supplier shall perform any repair, fix, upgrade, tuning, update or implementation of new technology necessary for the EDMS Solution’s full functionality and availability.

4.7. **Data Migration (G)**

4.7.1. NTA intends to migrate certain Documents from the DMS to the EDMS solution in a bulk migration as part of the EDMS Solution implementation.

4.7.2. The Documents shall include the latest versions of preselected tenders, contracts, design submittals and CAD files.

4.7.3. The documents migrated should keep their original file names. (M)

4.7.4. The migration process needs to address the assignment of permissions for each of the Documents in accordance with rules which will be defined by NTA together with the Supplier. (M)

4.7.5. The Supplier shall submit a plan for the data migration process to be pre-approved by NTA, prior to its execution.

4.7.6. It is noted that the migration tool referred to in Section 2.3.4 is required solely for individual file migration. The data migration process shall be in addition to the individual migration tool.

4.7.7. Bidders are advised that most of the data and Documents to be migrated is currently located on SharePoint (2010) and local servers folders. Further information regarding the quantities, types and locations of migrated documents will be provided to the Bidders prior to the Bids Submission Date.

4.8. **Integration with the Organization**

[Not Relevant]

4.9. **Workspace Configuration**

[Not Relevant]
5. PRICE (I)

5.1. General

5.1.1. The Bidder shall submit a detailed and comprehensive Financial Proposal in accordance with the instructions set forth below. (S)

5.1.2. The Financial Proposal shall then be evaluated, weighted and scored by NTA in accordance with the provisions set forth in Sub-Section 0.11.3.3 and 5.3.

5.1.3. All prices referred to in this Section 5 shall be quoted in New Israeli Shekels (NIS) and shall be exclusive of VAT.

5.1.4. Payments shall be subject to all terms and conditions set forth in the ITB and in the Agreement, including NTA’s right to adjust, make deductions or set-off from any payment.

5.1.5. Terms of payment shall be as set forth in Sub-Section 5.6.

5.2. Setup Fee

5.2.1. The Supplier shall be paid a one-time payment of 70,000 NIS, in consideration for all of the Supplier's obligations and undertakings prior to the go-live phase, including but not limited to the Supplier's obligations in accordance to Section 4.2 (the "Setup Fee").

5.2.2. The Setup Fee shall be paid by the 10th of the calendar month immediately following the elapse of 60 days from the date on which the Supplier submitted the specification document in accordance with Sub-Section 4.2.1.

5.2.3. Payment terms and conditions shall be as stated in Sub-Section 5.6. However, notwithstanding Sub-Section 5.6.3, invoices relating to the Setup Fee shall be submitted together with their corresponding status statement.

5.3. Subscription Fee

5.3.1. In this Sub-Section:

"No. of Users" – Number of Users actively using (at least one active login) the EDMS Solution in each calendar month.

5.3.2. The Supplier shall be paid a monthly subscription fee for the period commencing on the go-live stage, as set forth in Sub-Section 4.2.6, and ending upon termination or expiration of the Agreement (the "Subscription Fee").

5.3.3. The Subscription Fee shall be an amount equal to the monthly retainer proposed by the Bidder in its Financial Proposal (the "Retainer"), and shall be adjusted by NTA based on the number of Users in accordance with the following formula:

<table>
<thead>
<tr>
<th>No. of Users</th>
<th>Total Subscription Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>up to 250</td>
<td>Retainer</td>
</tr>
<tr>
<td>251-350</td>
<td>Retainer + 15%</td>
</tr>
<tr>
<td>351-450</td>
<td>Retainer + 25%</td>
</tr>
<tr>
<td>451 or more</td>
<td>Retainer + 30%</td>
</tr>
</tbody>
</table>

For example:

If the Retainer is 10,000 NIS, the subscription fees shall be as follows:
<table>
<thead>
<tr>
<th>No. of Users</th>
<th>Subscription Fee (NIS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 250</td>
<td>10,000 (Retainer only)</td>
</tr>
<tr>
<td>315</td>
<td>11,500 (Retainer + 15%)</td>
</tr>
<tr>
<td>420</td>
<td>12,500 (Retainer + 25%)</td>
</tr>
<tr>
<td>451 or more</td>
<td>13,000 (Retainer + 30%)</td>
</tr>
</tbody>
</table>

5.3.4. The Subscription Fee shall be calculated on a monthly basis, and shall be subject to adjustments in accordance with Sub-Section 5.4 below and deductions in accordance with the ITB, including Sub-Section 4.6.

5.3.5. The Subscription Fee shall be paid on a quarterly basis (every 3 months), subject to the payment terms and procedures as set forth in Sub-Section 5.6.

5.3.6. The Subscription Fee, as adjusted in accordance with this Sub-Section, shall be the sole consideration payable by NTA to the Supplier for the provision of the Services and shall be considered payment in full for all expenses incurred by the Supplier (and reasonable profit), directly or indirectly, in rendering the Services. The Supplier shall not be entitled to any other payment with regard to the Services, unless specifically provided for in this ITB or the Agreement.

5.3.7. In response to this Sub-Section, the Bidder shall fill its proposed Retainer, in the applicable part of Annex 5.3.7.

5.4. **CPI Linkage (Adjustments)**

5.4.1. All sums payable to the Supplier, excluding the Setup Fee as set forth in Sub-Section 5.2, shall be linked to the Israeli Consumer Price Index ("CPI") and shall be adjusted to reflect changes thereof, in accordance with the following formula:

\[ P_a = P \times \frac{I_n}{I_0} \]

Where:

- \( P_a \) = adjusted price
- \( P \) = price before adjustments
- \( I_n \) = known CPI value on the last day of period "n"
- \( I_0 \) = known CPI value on the Submission Date

5.4.2. This Sub-Section 5.4 shall not apply throughout the initial thirty six (36) months of the provision of the Service by the Supplier. After the initial 36 months, the Subscription Fee shall be adjusted once every 12 months.

5.5. **Additional Payments for Additional Services**

5.5.1. In the event that the Supplier is required by NTA to carry out developments which are not included as part of the Services as set forth in this ITB, the Supplier shall be paid on an hourly basis, in accordance with the following rates:

<table>
<thead>
<tr>
<th></th>
<th>Local developer</th>
<th>International developer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 200 hours per calendar year (the “Default Rate”)</td>
<td>280 NIS</td>
<td>500 NIS</td>
</tr>
<tr>
<td>Over 200 hours per calendar year</td>
<td>240 NIS</td>
<td>380 NIS</td>
</tr>
</tbody>
</table>
5.5.2. NTA will pay the Supplier such additional payments at the Default Rate on a quarterly basis (every 3 months), subject to an annual review to determine whether or not rate adjustment will be required pursuant to the above-stated rates.

5.5.3. NTA may require the Supplier to provide a live online training session of at least 4 hours, in addition to the training plan referred to in Section 4. In such event, the Supplier shall be paid a fixed sum of 1,700 NIS for each training session.

5.6. Payment Terms and Procedures

5.6.1. The Supplier shall submit until the 5th day of each calendar month, a status statement for the preceding month in the form approved by NTA, detailing in the following information:

5.6.1.1. The Subscription Fee or the Setup Fee (as applicable).

5.6.1.2. Additional payments, if due, in accordance with Sub-Section 5.5.

5.6.1.3. Any other fees the Supplier considers to be due in accordance with the Agreement or otherwise.

5.6.1.4. Deductions due in accordance with Sub-Section 4.6.

5.6.1.5. Adjustments due to CPI linkage in accordance with Sub-Section 5.4.

5.6.1.6. The reports which the Supplier must provide in accordance with Section 4, specifically including a detailed report demonstrating the exact No. of Users (as defined in 5.3.1) for the applicable month.

5.6.2. NTA shall review each statement within 28 days. NTA shall be entitled to require the Supplier to make any amendments or changes and the Supplier shall make such amendments and changes within 14 days.

5.6.3. Every quarter, the Supplier shall raise its invoice corresponding to the agreed/amended status statements for the said quarter period until the 5th that relevant month.

5.6.4. NTA shall pay the Supplier’s invoice by the 10th of the calendar month immediately following the elapse of 60 days from the date of its receipt by NTA, which receipt will be confirmed by NTA’s date stamp of receipt, and subject to confirmation that the invoice correctly reflects the agreed/amended status statements for the said quarter period.

For example:
The Supplier shall submit its invoice for the first quarter of 2016 (January, February and March) no later than the 5th day of April, 2016. Subject to timely submission and approval of all status statements for the abovementioned months, NTA shall pay the invoice not later than the 10th day of June, 2016.
Annex A - EDMS System mandatory requirements

An EDMS System must be "cloud based" and must include the following functionality and technological requirements:

i. Has a records management area where Documents can be uploaded and transmitted to all Parties and all Correspondence is recorded and saved.

ii. Has both a general area and private areas. In each private area only the relevant administrator and Users have the ability to read/write.

iii. Has an Application Programming Interface (API) to facilitate bidirectional interaction between the EDMS System and other information management systems.

iv. Includes custom workflows such as formal submission approval, scheduling and timetable per User or Party and the ability to edit such workflows and create new ones.

v. Has a web-based client or application.

vi. Has a web viewer to view files of most common file types.

vii. Has a document management function which allows the user to view, edit, approve, reject, download, and upload.
ELECTRONIC DOCUMENT MANAGEMENT SYSTEM AGREEMENT

This Electronic Document Management System Agreement (this "Agreement") is made and entered into as of __________ (the "Effective Date"), by and between NTA - Metropolitan Mass Transit Systems Ltd. ("NTA"), incorporated in the State of Israel, and ______________, a company incorporated in _______ (the "Supplier") NTA and the Supplier shall be referred herein as the Parties.

WHEREAS, NTA, is a government-owned company, appointed by the Government of Israel to promote the Tel Aviv metropolitan area mass transit network;

WHEREAS, NTA seeks to procure and implement of a computerized cloud based Electronic Document Management System in order to establish a one common repository of communication and correspondence and document submissions with easily searched records and history for all parties involved in the Tel Aviv metropolitan area mass transit network project; and

WHEREAS, the Supplier was selected as the Successful Bidder in an Invitation to Bid number 0058/2015 published on ________;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the specifications contained in this Agreement and in the ITB, NTA and the Supplier mutually agree as follows:

1. Preamble and Interpretation

   1.1. The preamble and Appendices to this Agreement constitute an integral part hereof.

   1.2. This Agreement’s section titles are intended for convenience only and bear no relevance to the interpretation of this Agreement.

   1.3. List of Appendices of the Agreement

      1.3.1. Appendix A - The Invitation to Bid ("ITB")

      1.3.2. Appendix B - The Supplier's Proposal

      1.3.3. Appendix C - Form of Performance Security

      1.3.4. Appendix D – Confirmation of Insurance

   1.4. Unless otherwise stated, any reference to "Clause" shall mean the clause or sub-clause in this Agreement.

   1.5. In any case of contradiction between the ITB and the Agreement in connection with the technical requirements of the EDMS Solution and the specifications and requirements of the Services, the ITB shall prevail.

2. Definitions

   2.1. In this Agreement:

      2.1.1. All capitalized terms shall have the meaning ascribed to them in this Agreement.

      2.1.2. all capitalized terms, not defined herein shall have the meaning ascribed to them in the ITB.

   2.2. "Agreement" means this agreement, including all Appendices thereto.
2.3. "Confidential Information" means: (i) any business or technical information of Supplier or NTA that, if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure, or, if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure, and is summarized in a writing sent by the disclosing party to the other party within thirty (30) days of such disclosure; and (ii) the specific terms and pricing set forth in this Agreement. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (iii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality (as can be evidenced by written documents); or (iv) the receiving party rightfully obtains from a third party without restriction on use or disclosure (as can be evidenced by written documents).

2.4. "Customer Support Services" means the Supplier's support obligations as specified in Section 4 of the ITB.

2.5. "Data Migration" means the process of migration of Documents and data from the DMS to the EDMS Solution as set forth in Section 4 of the ITB.

2.6. "Documentation" means the comprehensive system and user documentation required to be provided by the Supplier as set forth in Section 4 of the ITB.

2.7. "Effective Date" means the date on which NTA executed this Agreement.

2.8. "Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

2.9. "ITB" means the Invitation to Bid attached as Appendix A to this Agreement, including all exhibits and forms thereto.

2.10. "NTA's Authorized Representatives" means as defined in Clause 3.3 of this Agreement.

2.11. "NTA Data" means all Documents and Correspondence NTA and its Users uploaded on the EDMS Solution, including any data collected, processed, analyzed and generated by NTA and its Users by and from the use of the EDMS Solution and any information and data provided to the Supplier for the purpose of or in connection with using the Services.

2.12. "Performance Security" as defined in Clause 14 of this Agreement.

2.13. "Services" - All services and actions required from the Supplier in connection with the implementation and support of the EDMS Solution, to include customization, integration, data migration, monitoring, technical support, service and maintenance, training and local back, as further set forth in the ITB and this Agreement and all other subsequent additional services in connection with the EDMS Solution, which NTA issued Service Orders in connection therewith.

2.14. "Service Level Standards" means those availability levels and service standards, set forth in Section 4.6 of the ITB.

2.15. "Service Order" means an order submitted by NTA to the Supplier for the performance of additional services which are not part of the Services.

2.16. "Subscription Fee(s)" means the subscription fee(s) payable by NTA to the Supplier in accordance with Section 5 of the ITB.
2.17. "Subscription Term" means the term of this Agreement as set forth in Clause 5 of this Agreement.

2.18. "Supplier's Proposal" means the Supplier's response to the ITB, attached as Appendix B to this Agreement.

3. Engagement

3.1. NTA hereby orders the Services from the Supplier, in accordance with the terms and conditions as specified in this Agreement, and the Supplier hereby undertakes to provide NTA with the Services in a high standard and quality.

3.2. Nothing in this Agreement shall be construed as providing the Supplier with exclusivity to provide the Services.

3.3. The IT Department in NTA shall be NTA's Authorized Representative on all matters pertaining to the Services and this Agreement.

4. Representations and Warranties of Supplier

4.1. The Supplier declares, represents and warrants as follows:

4.1.1. It has the experience, qualifications, the adequate personnel, the knowledge, the technological means and the abilities required to perform the Services in a high standard, in a timely manner and according to the provisions of this Agreement.

4.1.2. It is familiar with all the requirements and specifications included in the ITB.

4.1.3. It is duly incorporated under the laws of _______, and there are no legal, contractual or other impediments to its engagement under this Agreement and the provision of the Services by it.

4.1.4. It has all requisite corporate powers to carry out its obligations under the Agreement, and its engagement under the Agreement has been properly and duly authorized by its corporate authorities.

4.1.5. It owns or has sole right to use all Intellectual Property Rights with regard to the EDMS System and it will own or will have sole right to use the EDMS Solution and to customize it for NTA purposes in accordance with this Agreement; It has further conducted a full review and examination of all aspects of Intellectual Property Rights involved in the provision of the Services, and accordingly it accepts full responsibility for the fact that the provision of the Services shall not involve any infringement of any Intellectual Property Right belonging to any third party.

4.1.6. It has obtained all permits, licenses and consents, of any sort, required to provide the Services to NTA in strict accordance with the Agreement.

4.1.7. It has qualified employees and personal to provide the Services a high standard, in a timely manner and according to the provisions of this Agreement.

4.2. Supplier further represents that it has no current plans for announcing a replacement system or services that would be marketed by Supplier as a replacement for the EDMS System or any other intentions that would result in reduced support for the EDMS System line.

5. Term of Engagement

NTA – Metropolitan Mass Transit System

EDMS 0058/2015
5.1. This Agreement shall come into force and effect on the Effective Date and, unless terminated in accordance with Clause 18 below, shall remain in effect for a period of eight (8) years following the Effective Date (the "Initial Term").

5.2. NTA shall have the right to extend the term of the Agreement, subject to the law, for additional periods of one (1) calendar year each, until completion of the Program, if and to extend it so notified the Supplier in writing at least 30 days prior to the expiration of the Initial Term or any additional extended period, as the case may be. The Initial Term and any additional extended term, together the "Subscription Term".

6. **Supplier's Undertakings**

6.1. The Supplier undertakes that the EDMS Solution shall operate and the Services shall be provided in a timely manner throughout the Subscription Term, according to the specifications, functions, descriptions, standards and requirements set forth in the ITB and this Agreement.

6.2. Without derogating from the generality of the above, the Supplier shall implement, perform and test the EDMS Solution, until finally accepted by NTA, in strict compliance with this Agreement and the ITB, and in particular with Section 4 of the ITB (including the time table thereof).

6.3. During the Subscription Term, the Supplier shall not reduce or eliminate functionality in the Services without NTA's prior written consent.

6.4. The Supplier undertakes to perform the Services by qualified, experienced, professional personnel who are able to meet all required responsibilities and obligations as specified in the ITB, while providing the Services within the time schedule set forth in the ITB and this Agreement. The Supplier further warrants that it shall give the highest priority to the performance of the Services and that he acknowledges that time is of the essence in connection with performance of the Services.

6.5. The Supplier further warrants that, in the event that a major change in hardware, software, or operating system occurs that radically alters the design architecture of the EDMS Solution and makes the current design architecture obsolete within the Subscription Term, the Supplier shall provide NTA with a replacement hardware, software, or operating system(s) that continues the full functionality of the EDMS Solution, at no extra cost to NTA and NTA and the Users shall have right to use and access such replacement system(s).

6.6. During the Subscription Term, the Supplier shall maintain valid ISO 27001 or ISO 27002 certificate or equivalent certificate approved by NTA, pursuant to Section 0.11.2.2. of the ITB.

6.7. The Supplier shall pay for and maintain any license fees, assessments, permit charges and any other levy, charge, tax which are necessary for his performance under this Agreement. It is the Supplier’s sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire Subscription Term.

6.8. If the Services do not conform with NTA's specifications included in the ITB, the Supplier shall, at its sole expense, correct any such non-conformance promptly, or provide NTA with an alternative means of accomplishing the required performance (including meeting the Service Level Standards), without derogating from the remedies entitled by NTA as set forth in this Agreement and the ITB.
6.9. Supplier undertakes to comply, act, and operate according to the procedures and guidelines provided from time to time by NTA's Authorized Representatives.

6.10. The Supplier undertakes to participate and take an active part in video conference meetings conducted by NTA's Authorized Representatives, any experts on its behalf and/or any Parties' representatives and/or any other forum as per NTA’s request, and/or conduct ongoing monitoring meetings led by the Supplier with all Parties, as required in order to perform the Services, and according to NTA’s request from time to time, subject to prior coordination with the Supplier.

7. **Right to Use and Access the EDMS Solution and the Services**

7.1. Subject to the terms and conditions of this Agreement (including, without limitation, payment of the Subscription Fee), the Supplier grants to NTA a non-exclusive, worldwide right to use and to permit the Users, at NTA's discretion, the right to access the EDMS Solution (in whole or in part) and the Documentation and use the Services during the Subscription Term.

7.2. **Use Restrictions.** Except as expressly authorized in this Agreement, NTA will not sell, lease, lend, transfer or rent the EDMS Solution, use the EDMS Solution to provide services to third parties, or otherwise make the functionality of the EDMS Solution available to third parties, other than the Users. NTA acknowledges that the EDMS Solution constitute and contain Intellectual Proprietary Rights of Supplier, and, in order to protect such Intellectual Proprietary Rights, NTA agrees not to disassemble, decompile or reverse engineer the EDMS Solution nor permit any third party to do so, to the extent possible with reasonable means. Except as expressly authorized in this Agreement, NTA will not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the EDMS Solution in any form or media or by any means. NTA shall take all reasonable actions to prevent any unauthorised access to, or use of, the EDMS Solution.

7.3. NTA will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices appearing on the software, and shall take all reasonable actions to prevent the other Parties to do so.

7.4. **Users.** NTA shall take reasonable actions, to ensure that a User to the EDMS Solution shall not be used by more than one individual User.

8. **Availability of Services and Documentation**

8.1. During the Subscription Term, the Supplier shall make the EDMS Solution and the Services available 24 hours a day, seven days a week, except for downtime periods for the purpose of maintenance or upgrades, which have been pre-approved by NTA in writing.

8.2. The Supplier will, as part of the Services and at no additional cost to NTA, provide NTA with Customer Support Services in accordance with the provisions of Section 4 of the ITB.

8.3. The Supplier will, as part of the Services and at no additional cost to NTA, provide NTA with Documentation in accordance with the provisions of Section 4.5 of the ITB. Updates and revisions to this Documentation, including as a result of upgrades and enhancements shall be provided to NTA at no additional cost to NTA during the Subscription Term.

9. **Service Level; Time is of Essence**

9.1. NTA has an immediate need to procure and implement the EDMS Solution and to use the Services for the management and operation of the Program. Therefore, time is of the essence in all matters
relating to this Agreement, including the delivery and acceptance of the EDMS Solution and the Services and the ability to use the Services throughout the Subscription Term, in accordance with the Service Level Standards.

9.2. The Supplier is fully aware that any delay in the Supplier's completion of the customization of the EDMS Solution in accordance with the time schedule (Project Phases) set forth in Section 4 of the ITB or a delay in any other milestone identified in the ITB would affect the operations of NTA and the Users.

9.3. In the event the Supplier has suffered delays in the performance of its Services, including the failure of the Supplier to meet the Service Level Standards, NTA may reduce the fees payable to the Supplier in such amounts and for such delays or failures to meet the Service Level Standards as set forth in Sections 4.6 of the ITB, without limiting NTA's right to pursue any other remedy available to it by law or under this Agreement. In addition, the Supplier shall use its best efforts to ensure that any unmet Service Level Standards is subsequently met.

9.4. Without derogating from the foregoing, the Supplier will use best efforts to minimize the impact or duration of any outage, interruption or degradation of Services.

10. **Maintenance**

10.1. The Supplier shall comply, in strict accordance and at its sole responsibility and expense, with compatibility requirements set forth in Sections 2-4 of the ITB. Without derogating from the above, the Supplier shall:

10.1.1. Supply, at no additional cost, updated versions of the EDMS Solution, including upgraded versions of the operating systems, upgraded versions of firmware or upgraded versions of web browsers.

10.1.2. Supply, at no additional cost, interface modules that are developed by Supplier for interfacing the EDMS Solution to other products; and

10.1.3. Supply, at no additional cost, updated versions of the EDMS Solution and the Services that encompass new releases, upgrades, enhancements, improvements, extensions, maintenance updates, error corrections, bug fixes, or other changes that are logical improvements or extensions of the EDMS Solution provided to NTA.

10.2. The Supplier shall provide no less than 14 days written notice to NTA's Authorized Representative in advance of all non-emergency maintenance to be performed on the Services, such written notice to include a detailed description of all maintenance activities. For emergency maintenance, the Supplier shall provide as much advance notice as commercially practicable to NTA and shall provide a detailed description of all maintenance performed no later than one day following the implementation of the maintenance.

10.3. Unless otherwise mutually agreed to in writing, Supplier shall maintain any and all third-party software products at their most current version and at no additional charge. However, the Supplier shall not maintain any third-party software versions, if any such version would prevent NTA from using any functions, in whole or in part, or would cause deficiencies in the EDMS Solution. The Supplier shall pay any and all costs that are charged by a third-party software manufacturer.

11. **Service Orders**
11.1. During the Subscription Term, NTA may submit Service Orders to the Supplier for the purchase of additional services (which are not part of the Services), such as developments.

11.2. The Supplier shall confirm in writing receipt of the Service Orders. Within 10 days of receiving a Service Order, the Supplier shall submit for NTA's review and approval a detailed proposal for the provision or execution of the additional services, which shall include, as a minimum:

11.2.1. Description of the methodology the Supplier intends to adopt for the performance of the additional services;

11.2.2. An estimated timetable for the performance of the additional services;

11.2.3. An estimation of development hours required for the performance of the additional services;

11.2.4. Technical requirements (if any) for the implementation of the additional services by NTA; and

11.2.5. The predicted effect (if any) of the additional services on the EDMS Solution.

11.3. In consideration of additional services provided by virtue of a Service Order, the Supplier shall be paid an hourly rate, as stated in Section 5 of the ITB.

12. Reports and Audit

12.1. The Supplier undertakes to present NTA's Authorized Representatives with reports as specified in Section 4 of the ITB. Without derogating from the generality of the above, the Supplier shall present NTA's Authorized Representatives with ongoing interim reports regarding the progress of the customization and integration process and the other Project Phases described in Section 4.2 of the ITB, all in accordance with NTA’s request.

12.2. Without derogating from the generality of the above, the Supplier undertakes to report to NTA's Authorized Representatives immediately, about any irregular incident, deficiency, Malfunction or fact that is brought to Supplier's attention in the course of and in connection with the provision of the Services.

12.3. The Supplier undertakes to ensure, that at all times, the reports on its behalf are updated and accurate, and it undertakes to sign all reports prepared by it.

12.4. The Supplier undertakes to provide clarifications and/or completions and/or changes and/or fixes to any reports prepared by it, as a response to a request by NTA’s Authorized Representatives, promptly thereafter.

12.5. Where the Supplier fails to provide a service level reports in the time frame provided in Section 4.6 of the ITB, such Service Level Standards shall be deemed to have been unmet for the purposes of calculating the performance credits, as described in Section 4.6 of the ITB.

13. Consideration and Payment Terms

13.1. Consideration. NTA will pay Supplier a Setup Fee, a Subscription Fee and further payments, as set forth in Section 5 of the ITB.

The Setup Fee and the Subscriptions Fees shall be the sole compensation payable by the NTA to Supplier for the Services, including without limitation, the Data Migration and the Customer
Support Services and for all expenses incurred by the Supplier, directly and indirectly, in rendering the Services. Other services, not included in the Services, will be charged separately, in accordance with the procedure set forth in Section 11 above and at the rates set forth in Section 5 of the ITB.

The Supplier shall not be entitled to, nor request any payment and/or benefit from NTA, unless explicitly set forth in Section 5 of the ITB, or otherwise agreed in writing by NTA.

13.2. Payment Terms. Payment terms and linkage shall be as stated in Section 5 of the ITB.

13.3. No Suspension of Services. The Supplier is not permitted to suspend any part of the Services where: (a) NTA is reasonably disputing any amount due to The Supplier; or, (b) any unpaid but undisputed amount due to The Supplier is less than ninety (90) days in arrears.

13.4. Taxes. VAT at the applicable rate (if applicable) shall be added to all payments under this Agreement. The Supplier shall be solely responsible for the payment of all other taxes in connection with the performance of the Services.

14. Security

14.1. To secure the obligations and undertakings of the Supplier under this Agreement during the Subscription Term, the Supplier shall provide NTA, as a condition for the execution of this Agreement by NTA, with an autonomous irrevocable guarantee, from an Israeli bank or Israeli Insurance company in the amount of NIS 100,000 (one hundred thousand NIS), linked to the CPI, in the form attached as Appendix C to this Agreement (the "Performance Security"). A Performance Security issued by a licensed Israeli insurer shall be signed by the licensed Israeli insurer itself and not by its agent.

14.2. The Performance Security shall remain valid until 90 days following the expiration of the Subscription Term. The Supplier shall extend the Performance Security from time to time in accordance with the Agreement and NTA's instructions, including upon any extension of the Subscription Term, and shall bear any and all costs associated therewith.

14.3. NTA may require the Supplier to renew the amount secured by the Performance Security to its original amount, if it reduces as a result of partial or full forfeiture, and the Supplier shall submit to NTA a renewed or supplementary Performance Security within 7 days of such request. The Supplier shall bear any and all costs related to such renewal.

14.4. NTA shall be entitled to exercise the Performance Security, in whole or in part, in any event of breach of this Agreement by the Supplier, and without derogating from any of NTA's rights or remedies under the Agreement or under law.

14.5. NTA shall return the Performance Security to the Supplier within 90 days after the end of the Subscription Term, and subject to strict fulfillment of all commitments of the Supplier in accordance with the Agreement.

15. Confidentiality

15.1. Use and Disclosure Restrictions. Each party will not use the other party's Confidential Information, except as necessary for the performance of this Agreement and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the purpose of performing this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each
party will use all reasonable efforts to maintain the confidentiality of all such Confidential Information in its possession or control, but in no event less than the efforts that such party ordinarily uses with respect to its own proprietary information of similar nature and importance.

The Parties acknowledge that this Agreement and the results of any performance tests of the Services, constitute Confidential Information.

The foregoing obligations will not restrict either Party from disclosing Confidential Information of the other Party: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; and (ii) on a confidential basis to its legal or financial advisors. The Supplier has the right to disclose that NTA is a customer of Supplier.

15.2. NTA Data

The Supplier acknowledges that NTA Data is the Confidential Information of NTA. NTA shall own all rights, title and interest in and to all of NTA Data. Supplier shall take all actions required to ensure maintaining and keeping NTA Data confidential.

Supplier shall ensure that at all time throughout the Subscription Term, Supplier and its personnel shall not have direct or indirect access to NTA Data.


16.1. Undertaking by the Supplier. Without limiting the Supplier’s obligation of confidentiality as further described herein, the Supplier shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of NTA Data; (ii) protect against any anticipated threats or hazards to the security or integrity of NTA Data; (iii) protect against unauthorized access to or use of NTA Data; (iv) ensure the proper disposal of NTA Data; and, (v) ensure that all subcontractors of The Supplier, if authorized by NTA, comply with all of the foregoing. In no case shall the safeguards of the Supplier’s information security program be less stringent than the information security safeguards used by NTA. The Supplier shall notify NTA of any breach or suspected breach of this Section 16.1 within four (4) hours of the Supplier’s discovery of the breach or suspected breach. Within five (5) calendar days of the breach or suspected breach, the Supplier shall present to NTA the details of the breach or suspected breach along with the Supplier’s changes that have been implemented to prevent such occurrence in the future.

16.2. Right of Audit by NTA. Without limiting any other audit rights of NTA, NTA shall have the right to review the Supplier’s information security program prior to the commencement of Services and from time to time during the Subscription Term. During the provisioning of the Services, on an ongoing basis from time to time and without notice, NTA, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of the Supplier’s information security program. In lieu of an on-site audit, upon request by NTA, the Supplier agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by NTA regarding the Supplier’s information security program, accompanied by supporting documentation reasonably required to substantiate the Supplier’s responses to the audit questionnaire and which supporting documentation can be demonstrated via a WebEx demonstration.
16.3. **Audit by the Supplier.** No less than annually, the Supplier shall conduct an independent third-party audit of its information security program and provide such audit findings to NTA. Such third-party audit shall include a vulnerability scan and external penetration test.

16.4. **Audit Findings.** The Supplier shall implement any required safeguards or correct any deficiencies that could have material impact to NTA Data, as identified by NTA or information security program audits.

17. **Liability and Indemnification**

17.1. **Infringement Indemnity.** Supplier will defend or settle any action brought against NTA to the extent that it is based upon a claim that the EDMS Solution or any development thereof, as provided by Supplier to NTA under this Agreement and used within the scope of this Agreement, infringe any Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against NTA, provided that NTA: (i) promptly notifies Supplier in writing of the claim; (ii) grants Supplier sole control of the defense and settlement of the claim, provided that Supplier may not compromise or plead guilty on NTA's behalf without obtaining its written consent; and (iii) provides Supplier, at Supplier's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim.

17.2. **NTA Data Indemnity.** NTA will defend or settle any action brought against Supplier to the extent that it is based upon a claim related to the use, analysis, processing or storage of NTA Data on the EDMS Solution, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Supplier, provided that Supplier: (i) promptly notifies NTA in writing of the claim; (ii) grants NTA sole control of the defense and settlement of the claim; and (iii) provides NTA, at NTA's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim.

17.3. **Injunctions.** If NTA's use of the EDMS Solution is, or in Supplier's opinion is likely to be, enjoined due to the type of claim specified in Section 16.1 above, Supplier may, at its sole option and expense: (i) procure for NTA the right to continue using the EDMS Solution under the terms of this Agreement; (ii) replace or modify the EDMS Solution so that it is non-infringing and substantially equivalent in function to the enjoined EDMS Solution.

17.4. **Exclusions.** Notwithstanding the terms of Section 17.1, the Supplier will have no liability for any infringement or misappropriation claim of any kind to the extent that it results from: (i) modifications to the EDMS Solution by Supplier if a claim would not have occurred but for such modifications; or (ii) NTA's use of the EDMS Solution other than in accordance with this Agreement.

17.5. **Injunctive Relief.** The Supplier undertakes to indemnify NTA and/or any third party for any amount NTA will be charged with, according to a conclusive verdict and/or a compromise agreement approved by the court, on account of any demand and/or claim arising and/or based on the Services provided by the Supplier in accordance with this Agreement and/or arising from it, as a compensation for damages, expenses or losses, as well as due to, but not limited to, NTA’s defense expenses against such claims, and provided that NTA informed the Supplier about the claim within a reasonable period of
time from the date of filing the claim, and subject to the fact that the Supplier was given the option to take part in the negotiations for compromise and/or in the defense against the claim.

18. **Insurance**

18.1. Without derogating from the liability of the Supplier under this Agreement or any law, the Supplier shall execute, at the Supplier’s expense, during the period of the Agreement and as long as the Supplier’s liability exists under this Agreement and/or in law, the insurances as set forth in the confirmation of effecting of insurance attached to this Agreement as Appendix D and forming an integral part thereof (the “Supplier’s Insurance” and “Confirmation of Insurance”, respectively) by an insurance company licensed by law in Israel and in good standing.

18.2. The Supplier undertakes submit to NTA no later than 7 days of selection as a Successful Bidder, and in any case prior to the commencement of rendering of the Services, a confirmation from its insurer of the insurances having been effected (Appendix D), duly signed by the insurer.

18.3. No later than 7 days prior to the end of the period of the Supplier’s insurances, the Supplier undertakes to provide NTA, confirmation of effecting of insurances, in respect of extension of validity for an additional period and likewise for the whole period of the engagement pursuant to this Agreement (or for a longer period as set forth in this Section 18).

18.4. It is stated for sake of clarity that the liability limits required within the framework of the Supplier’s insurances as set forth in the confirmation of effecting of insurance are a minimum requirement demanded of the Supplier and do not exempt the Supplier from the full liability under this Agreement and/or in law.

18.5. It is hereby agreed that the Supplier shall have no cause of claim against NTA or anyone acting on behalf of NTA in connection with the said liability limits.

18.6. NTA shall have the right, but not the obligation, to check the confirmation of effecting of insurances submitted as stated previously by the Supplier, and the Supplier shall effect any alteration, correction, adaptation or extension that may be necessary in order to adapt the insurances that are the subject of the confirmation to the obligations of the Supplier under this Agreement.

18.7. It is declared and agreed that the rights of NTA to carry out the check and demand the alterations as set forth above do not impose on NTA, or on any entity acting on its behalf any obligation or requirement of any kind in respect of the insurances that are the subject of the confirmation of effecting of insurances, their nature, scope, validity or absence thereof, and they are not such as to derogate from any liability that is imposed on the Supplier in accordance with this Agreement or in law, this whether the alterations as detailed above were demanded or not, whether the confirmation of effecting insurances were checked or not.

18.8. The Supplier exempts, in the name of the Supplier and in the name of the entities acting on behalf of the Supplier, NTA and those acting on behalf of NTA from any responsibility for any loss or damage caused by the Supplier or by any entity acting on its behalf and the Supplier shall have no contention, demand or claim towards the aforementioned in respect of the said loss or damage. This exemption shall not apply to any entity causing damage maliciously.

18.9. Without derogating from any of the provisions in this Agreement regarding endorsement of the Agreement, and in the case where any part of the Services are provided by sub-contractors on behalf of the Supplier following NTA’s approval, the Supplier shall ensure that the sub-contractors hold insurance policies in accordance with the sums and the terms required pursuant to this
Agreement, with the necessary changes in accordance with the nature and the scope of the engagement.

18.10. In the event the Supplier has failed to engage or comply with the Insurance requirements throughout the Subscription Term, the following provisions shall apply (without derogating from any other right entitled by NTA), NTA is permitted, after having given the Supplier advance written notice of 15 days, to engage in insurance policies instead of the Supplier and/or pay insurance premiums including fees, interest and linkage, accordance with the insurance policies, on the full expense of the Supplier.

19. **Termination**

19.1. **Termination by the Supplier**

19.1.1. Subject to Clause 19.2, the Supplier may terminate the Agreement in the event of failure by NTA to pay an undisputed amount within 120 days of becoming due.

19.1.2. Prior to exercising its rights in accordance with Clause 19.1.1.1, the Supplier shall give a written notice to NTA specifying the fault and requiring NTA to remedy it within the period specified in the notice, which shall not be shorter than 60 days.

19.1.3. If NTA has not remedied the fault within the period specified in the notice, the Supplier may terminate the Agreement forthwith by a further notice in writing to NTA.

19.2. **Termination by NTA**

NTA shall be entitled to terminate this Agreement in accordance with Section 19.2 if:

19.2.1. a petition is filed in court for receivership, liquidation or reorganization proceedings against the Supplier unless such proceedings are discharged within forty five (45) days; a resolution for a voluntary receivership, liquidation or reorganization of the Supplier is passed, except for the purposes of merger or reconstruction on terms approved in advance and in writing by NTA; any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, permanent or interim receiver, administrator or the like is appointed in respect of the Supplier or any material part of its assets or the directors of the Supplier request the appointment of a permanent or interim liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, interim or permanent receiver, administrator or the like;

19.2.2. the Supplier has become insolvent or commits an act of bankruptcy, is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due or to be insolvent, or admits inability to pay its debts as they fall due or suspends making payments on all or any class of its debts or announces an intention to do so, or a moratorium is declared in respect of any of its indebtedness;

19.2.3. the Supplier ceases to provide the Services or any material part thereof for a consecutive period of forty-eight (48) hours or substantially fails to provide the Services in accordance with the specifications, requirements or standards of this Agreement.

19.2.4. the Supplier fails to meet frequently the Service Levels Standards specified in the ITB;

19.2.5. the Supplier subcontracts the provision of all or a material part of the Services or assigns this Agreement, other than as approved in advance by NTA;
19.2.6. the Supplier fails to renew the Performance Security in accordance with Section 14 above or the Performance Security is terminated, repudiated or ceases to be valid and enforceable for any reason;

19.2.7. The Supplier fails to meet its obligations under Clause 16 of this Agreement.

19.2.8. the Supplier fails to obtain or maintain any of the insurances required to be obtained and maintained under this Agreement;

19.2.9. the Supplier fails to obtain or maintain any of the licenses, permits and consents required for the provision of the Services or the performance of the Agreement;

19.2.10. the Supplier fails to comply with a decision or instruction of NTA within its designated time period, and as a result of such failure NTA is, or will be, materially adversely affected;

19.2.11. The Supplier takes any action or fails to take any action which constitutes a breach of this Agreement, and such breach has continued un-remedied for more than 3 days after receipt of a notice thereof from NTA;

19.2.12. any representation or warranty made by the Supplier in the Agreement or in any certificate, schedule, instrument or other document delivered by the Supplier pursuant to the Agreement shall have been materially false or materially misleading when made;

19.3. Termination for Convenience.

In addition and without derogating from its right to terminate the Agreement in accordance with Clause 19.2, NTA may terminate this Agreement for any reason and at its sole discretion, subject to a 90 days prior written notice to the Supplier. In such event, the Supplier shall not be entitled to claim any additional compensation or payment with regard to the termination or as a result thereof.

19.4. Termination Procedure

19.4.1. NTA shall, prior to exercising its rights referred to in Clause 19.2 above, send a written notice to the Supplier requiring the Supplier to remedy the event giving rise to the right within the period specified in the notice, if such event can be remedied.

19.4.2. If the Supplier has not remedied the event within the period specified in the notice, NTA may terminate the Agreement forthwith by a further notice in writing to the Supplier.

19.5. Payment after Termination

After a termination under Clause 19.2 has taken effect, NTA shall not be liable to make any further payments to the Supplier until all fees and expenses incurred or which will be incurred by NTA in remedying the fault and acquiring services similar to the Services. NTA shall attempt to reasonably mitigate such costs. NTA shall be entitled to recover from the Supplier the excess of costs over that part of the Subscription Fee not paid to the Supplier prior to termination.

19.6. Effects of Termination

Upon termination of this Agreement, without prejudice to any rights or remedies that may have accrued to either Party prior to such termination, the following shall apply:

19.6.1. This Agreement shall cease to have effect, subject to Clause 19.6.519.7 below.
19.6.2. Without prejudice to its right to payment of the Subscription Fee for the Services provided prior to termination, subject to the rights of set-off entitled by NTA, as set forth in Clause 18.5 and Section 4.6 of the ITB, the Supplier shall not be entitled to any payment due to the termination of this Agreement;

19.6.3. If requested by NTA, the Supplier shall fully cooperate in the transfer of the provision of the Services (in whole or in part) to NTA or any third party designated by NTA and provide NTA or such third party, with such information as may be necessary;

19.6.4. If requested by NTA, the Supplier shall transfer or assign to NTA, or any third party designated by NTA, all permits, licenses or approvals held by the Supplier in connection with the Services which are capable of being transferred or assigned.

19.6.5. Return of Materials; NTA Data. Upon expiration or earlier termination of this Agreement, each Party shall promptly return to the other Party, or certify the destruction of, the other Party’s Confidential Information (as defined herein). In the case of NTA Data, the Supplier shall, within one (1) business day following the termination of this Agreement or, provide NTA, without charge and without any conditions or contingencies whatsoever, with a final export of NTA Data in the format specified by NTA. Further, once NTA has confirmed in writing to the Supplier that the data has been successfully extracted and is usable by NTA, the Supplier shall certify to NTA the destruction of any NTA Data within the possession or control of the Supplier. The Parties agree to work in good faith to execute the foregoing in a timely and efficient manner.

19.7. Survival. The rights and obligations of the Parties contained in Sections 14, 15, 17, 18, 19.6, 20, 21.3, 21.4 and 21.7 of this Agreement will survive the termination of this Agreement.

20. Relationship of Parties.

20.1. Supplier declares and confirms that this Agreement is an agreement for the provision of services and that it is an independent contractor. Supplier, its employees or its shareholders will not be considered NTA’s employees in any case and under any circumstances. This Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties.

20.2. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

20.3. Supplier undertakes to pay all taxes, levies and other mandatory payments imposed on it in connection with the provision of Services under this Agreement, including all taxes levies and other mandatory payments apply in connection with the employment of its employees.

21. General

21.1. Budget. The payments under this Agreement are authorized through NTA's annual budget.

21.2. Assignment.

21.2.1. The Supplier shall not be entitled to assign this Agreement, in whole or in part, without NTA’s prior written consent.

21.2.2. NTA may assign this Agreement, in whole or in part, to any entity appointed by the Government of Israel.
21.3. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed solely in accordance with the laws of the State of Israel. The courts of Tel Aviv shall have the sole jurisdiction over any matter related to this Agreement or its interpretation.

21.4. **Nonexclusive Remedy.** Except as expressly set forth in this Agreement, the exercise by NTA of any of its remedies under this Agreement will be without prejudice to its other remedies available at law or under this Agreement.

21.5. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

21.6. **Waiver.** The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

21.7. **Notices.** All notices required or permitted under this Agreement will be in writing and delivered by email, confirmed facsimile transmission, by courier or overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses as provided by the parties. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section. NTA's contact person for the purposes of this Agreement is NTA's Authorized Representative.

21.8. **Force Majeure.** Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riot, acts of God or governmental action.

21.9. **Entire Agreement.** This Agreement (including its Appendixes) constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties.

21.10. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

__________________________  ____________________________
Supplier:                                          NTA Metropolitan Mass Transit Systems Ltd.

By: _____________________________  By: _____________________________
Title: __________________________  Title: __________________________
NTA – Metropolitan Mass Transit System
Appendix D - Confirmation of Insurance

Date: ___/____/___

To:
NTA - Metropolitan Mass Transit Systems Ltd.
Address:_____________________________________

Dear Sir of Madam,

Re: Confirmation of Insurance

We are honored to hereby confirm that our company has effected the insurances set forth below in the name of _____________________ (“Supplier”) in connection with ___________________ services and all ancillary services (the “Services”), all in connection with the Agreement between yourselves and the Supplier (the “Agreement”), as detailed below:

a. Policy no. _____________________________ valid from ____________ until _________________

**Employers liability insurance** insuring the liability of the Supplier towards workers employed by the Supplier in accordance with the Torts Ordinance (New Version) and in accordance with the Defective Products Law 5740 – 1980, in respect of death or bodily injury or mental injury as a result of accident or disease in the course of and as a result of execution of the services up to a liability limit of 6,000,000 NIS (six million new shekels) per worker and 20,000,000 NIS (twenty million new shekels) per event and in total per annual insurance period.

This insurance shall not be subject to any limitation regarding contractors, sub-contractors or their employees (insofar as they are deemed to be the Supplier’s workers), work days and hours, working at height, baits, poisons or employment of youth.

The insurance is extended to indemnify NTA and/or the State of Israel and/or anyone acting on its behalf, if it is claimed, in the matter of occurrence of an accident and/or professional disease of any kind, that any of them bears employer’s liability of any kind towards any of the Supplier’s workers.

b. Policy no. _____________________________ valid from ____________ until _________________

**Third party liability** insuring the Supplier’s liability in law, in respect of any injury, loss or damage caused to the body or property of any person or entity, including NTA, NTA workers or any entity acting on behalf of NTA in connection with or within the framework of rendering the Services by the Supplier and any entity acting on its behalf, up to a liability limit of 4,000,000 NIS (four million new shekels) per event and in total for the annual insurance period.

This insurance is not subject to any limitation regarding liability towards contractors, sub-contractors and their workers, defective sanitary installations, poisoning, strikes or stoppages or subrogation claims by the National Insurance Institute.
The name of the insured on the policy will be extended to include NTA and/or the State of Israel and any entity acting on its behalf and this being subject a cross-liability clause, under which the insurance shall be deemed to have been effected separately for each of the insured entities.

c. Policy no. ___________________________ valid from ____________ until _________________

**Combined professional and product liability insurance** insuring the Supplier’s liability in law in respect of a claim and/or demand filed for the first time during the insurance period in respect of a professional act and/or omission by the Supplier and those acting on its behalf in rendering the Services and/or in connection with any EDMS Solution supplied and/or installed and/or repaired and/or handled by the Supplier and any entity acting on its behalf within the framework of the Services with a liability limit of 6,000,000 NIS per event and cumulatively in the insurance period. In addition, the insurance does not include any limitation regarding suspension or delay due to an insurance event. The insurance also includes an endorsement in respect of liability due to dishonesty of employees. The insurance includes an endorsement in respect of breach of intellectual property rights, breach of duty of confidentiality, breach of the Privacy Protection Law, liability in respect of unintended distribution of viruses. The insurance does not include an exclusion in respect of harm or damage to data bases, software, hardware and internet sites.

The name of the insured on the policy will be extended to include NTA and/or the State of Israel and any entity acting on its behalf and this being subject a cross-liability clause, under which the insurance shall be deemed to have been effected separately for each of the insured entities.

The insurance includes a retroactive date which is no later than the date of commencement of activity of the Supplier in connection with the Services (but not prior to ____________). The insurance shall include a discovery period of 6 months after the expiry of the insurance on condition that no alternate insurance has been effected by the Supplier giving cover that is parallel to that deriving from that stated this confirmation.

**General**

1. The above insurances include waiver of right of subrogation against NTA and/or the State of Israel and any entity acting on its behalf on condition that the said waiver of subrogation shall not apply in favor a person causing damage maliciously.

2. The Supplier is solely responsible for payment of the premiums and the deductibles stated in the insurance policies detailed above.

3. We hereby confirm that the insurances will not be cancelled and will not be reduced during the insurance period without you being given notice by registered mail, 60 days in advance.

4. We hereby confirm that in the insurances detailed above, non-fulfillment in good faith of the obligations imposed on the policyholder, including but not limited to non-provision of notice and/or non-filing of a claim and/or breach of any of the policy conditions shall not detract from the rights of NTA and/or the State of Israel and any entity acting on its behalf to receive indemnification.

5. We hereby confirm that the above insurances are primary and are prior to any other insurance effected by NTA and/or the State of Israel and any entity acting on its behalf and that we shall have no claim of participation in the insurances effected by those detailed above.

6. It is explicitly agreed that the formulations of Supplier’s policies (with the exception of professional liability insurance) shall not be inferior to the formulation known as BIT___________, subject to the changes stated above.
The insurances detailed in this confirmation are in accordance with the conditions of the original policies insofar as not altered in this confirmation and the said alterations shall not be such as to derogate from the conditions of the original policies.

________________      ______________      ______________     _______________
(Signatory function)      (Signatory name)     (Insurer stamp)    (Insurer signature)
ITB - the Proposal

EDMS System


The Tel Aviv Metropolitan Area Mass Transit Network

Tender 0058/2015

TABLE OF CONTENTS

0. Administration 2
1. Goals 7
2. Application 9
3. Technology and Infrastructure 10
4. Implementation 11
5. Cost 13
Appendices Error! Bookmark not defined.
0. Administration

Full responsibility for the Proposal belongs to the Bidder. Above all else, the Proposal must answer the requirements of the ITB.

0.1 General

We, the Bidder, have read and understood this section and we agree to it.

The proposed EDMS Solution meets the accepted general domestic and international standards of the IT sector as well as meeting the requirements detailed in the ITB.

0.2 Definitions

We, the Bidder, have read and understood this section and we agree to it.

Our Proposal is written in accordance with the same definitions.

0.3 Participation in the Tender

0.3.1-0.3.2 Participation Fee

We, the Bidder, have read and understood this section and we shall strictly comply therewith.

Attached is the confirmation that we have duly purchased/received the full ITB. See appendix 0.3.1.

0.3.3 Access to Bidding Documents

We, the Bidder, have read and understood this section

0.3.4 Examination of Bidding Documents

We, the Bidder, have read and understood this section and we agree to it. We further confirm that we thoroughly reviewed, by experts on our behalf, all Bidding Documents. We understand and acknowledge that failure to meet the exact requirements of the Bidding Documents or submission of a Bid not fully compatible therewith may result in the rejection or disqualification of our Bid.

0.3.5 NTA’s Representative

We, the Bidder, have read and understood this section and we agree to it.

0.3.6-0.3.15 Procedure for questions and clarifications

We, the Bidder, have read and understood this section and we agree to it.

0.3.16 Bidders’ Demonstration

We, the Bidder, have read and understood this section and will present the necessary online demonstration.

0.3.17 Submission of Proposals
We, the Bidder, have read and understood this section and we agree to it. Our Proposal is being submitted to you in accordance with this section.

0.4 The ITB

We, the Bidder, have read and understood the ITB. We have dealt with the entire ITB, and our Proposal is in keeping with the instructions of this section.

0.5 Classification of the ITB Components

We, the Bidder, have read and understood this section and we agree to it. Our Proposal is in keeping with the classifications within the ITB as well as with the other instructions that this section of the ITB contains.

0.6 Commitments and Certifications to Cover Bidding

0.6.1 Tender Security

We, the Bidder, have read and understood this section and we agree to it. Attached is the required Tender Security in the form attached hereto as Annex 0.6.1.

0.6.2-0.6.6. Bidder Information and Certifications

We, the Bidder, have read and understood this section and we agree to it.

Annex 0.6.2 provides the necessary organization structure and organizational chart.

Annex 0.6.3 provides the necessary incorporation documents.

Annex 0.6.4 provides the necessary approvals according to Public Entities Transactions Law, 5736-1976, including government certificates attesting to valid methods of accounting and to VAT and income tax registration.

Attached is the required Declaration of Non-Payment of Commission on behalf of the Bidder in the form of Annex 0.6.5.

Attached is the required in the form of Affidavit According to Public Bodies Transactions Law, 5736-1976 in the form as Annex 0.6.6.

0.6.7 Term of the Proposal

We, the Bidder, have read and understood this section and we agree to it. We confirm that our Bid is and shall be valid until the lapse of 12 months after submission thereof.

0.6.8-0.6.11 Conflict of interest

We, the Bidder, have read and understood this section and we agree to it.

0.7 Successful Bidder’s Obligations

We, the Bidder, have read and understood this section and we agree to it. The set of obligations in this section will be completed if our Proposal is accepted and a contract is signed with us.
0.8 Rights of NTA

0.8.1 Canceling the Tender
We, the Bidder, have read and understood this section and we shall strictly comply therewith.

0.8.2-0.8.4 Requesting Bidders’ Clarifications
We, the Bidder, have read and understood this section and we shall strictly comply therewith.

0.8.4.1-0.8.4.4 Rejecting Proposals
We, the Bidder, have read and understood this section and we shall strictly comply therewith.

0.8.5 Disqualifying Proposals
We, the Bidder, have read and understood this section and we shall strictly comply therewith.

0.8.6 Bidder’s Obligations to Notify NTA
We, the Bidder, have read and understood this section and we shall strictly comply therewith.

0.8.7 Disqualification of Bidder that worked with a Public Entity
We, the Bidder, have read and understood this section and we shall strictly comply therewith.

0.9 The Proposal

0.9.1 Overall structure
We, the Bidder, have read and understood this section and we shall strictly comply therewith. Our Proposal follows the required structure.

0.9.2 Proposal Structure
We, the Bidder, have read and understood this section and we shall strictly comply therewith. Our Proposal matches the required structure and classifications. <We attach as Appendix 0.9.2 additional documentation to support and clarify our Proposal.>

0.9.3-0.9.7 Number of copies
This Proposal has been submitted in 3 envelopes and in the required number of copies. We, the Bidder, have read and understood this section and we shall strictly comply therewith.
0.9.8 Number of proposals
We, the Bidder, have read and understood this section and we agree to it and confirm that, in parallel with this Proposal, we are not submitting another Proposal.

0.10 Ownership of the ITB and the Proposal

0.10.1 Ownership and use of the ITB
We, the Bidder, have read and understood this section and we shall strictly comply therewith.

0.10.2 Ownership and use of the Proposal
We, the Bidder, have read and understood this section and we shall strictly comply therewith.

0.10.3 Confidential Information of the bidders
We, the Bidder, have read and understood this section and we shall strictly comply therewith.

0.11 Examining and Assessing the Proposals

0.11.1 General
We, the Bidder, have read and understood this section and we shall strictly comply therewith.

0.11.2 Threshold Requirements
We, the Bidder, have read and understood this section and we shall strictly comply therewith.
Attachments Error! Reference source not found.-0.11.2.4 to Annex 0.11.2 provides the required client information.

0.11.3 Evaluation of the Proposals
We, the Bidder, have read and understood this section and we shall strictly comply therewith.
Attachments Error! Reference source not found..1-0.11.3.2.5 to Annex 0.11.3 provides the required client information.

0.11.4 Negotiation
We, the Bidder, have read and understood this section and we shall strictly comply therewith.

0.11.3.6 Selection of the Successful Bidder
We, the Bidder, have read and understood this section and we shall strictly comply therewith.
0.11.6 Second Eligible Bidder

We, the Bidder, have read and understood this section and we shall strictly comply therewith.

0.11.7 Tender Award

0.12 Jurisdiction

We, the Bidder, have read and understood this section and we shall strictly comply therewith.

0.13 Confidentiality and Intellectual Property

We, the Bidder, have read and understood this section and we shall strictly comply therewith.
1. Goals

Full responsibility for the Proposal belongs to the Bidder. Above all else, the Proposal must answer the requirements of the ITB.

1.0 General
We, the Bidder, have read and understood this section and we agree to it.

1.1 The Client
We, the Bidder, have read and understood this section and we agree to it.

1.2 Goals and Objectives
We, the Bidder, have read and understood this section and we agree to it. These goals and objectives are addressed in our Proposal.

1.3 Problems that the EDMS Solution should resolve
We, the Bidder, have read and understood this section and we agree to it. Our Proposal < solves the problems / addresses the problems as phrased in the ITB / solves the following problems: a, b, c, etc. >.

1.4 Organizational Objectives
We, the Bidder, have read and understood this section and we agree to it. Our proposal fits the organizational objectives as phrased in the ITB.

1.5 Annual Budget
We, the Bidder, have read and understood this section and we agree to it.

1.6 Dependencies on other systems
We, the Bidder, have read and understood this section and we agree to it.

1.7 Feasibility and Cost/Benefit
We, the Bidder, have read and understood this section and we agree to it. Our proposal will achieve the required NTA Program objectives in the following manner … (new Annexes should be appropriately referenced in)
We expect < no / the following > feasibility problems …
System feasibility as best predictable at this moment is …
The expected risks for the project are …
At each project milestone, system feasibility and cost/benefit will be analyzed as required in the ITB.

1.8 Time Frame
We, the Bidder, have read and understood this section and we agree to it. Our proposal fits the required timeframe in the following manner … See the detailed work plan in section 4 (Implementation), subsections 4.2, … below.

1.9 **Current conditions**

We, the Bidder, have read and understood this section and we agree to it. Our Proposal solves the problems / addresses the problems as phrased in the ITB / solves the following problems: a, b, c, etc. >.
2. Application

| Full responsibility for the Proposal belongs to the Bidder. Above all else, the Proposal must answer the requirements of the ITB. |

Respond to each subsection of the Application section according to the ITB’s specific requirements for that particular subsection. In an event in which a requirement is not supported by the EDMS Solution and/or the Supplier, as applicable, in full or in part, the Bidder shall expressly specify that and detail the non-conformity.

The Bidder’s response against subsection 2.3.2, shall provide a general description of the EDMS Solution’s ability to connect with SAP ERP through the API.

The Bidder’s response against subsection 2.3.3, shall provide a general description of the EDMS Solution’s ability to connect with NTA’s DMS through the API.
3. Technology and Infrastructure

Full responsibility for the Proposal belongs to the Bidder. Above all else, the Proposal must answer the requirements of the ITB.

Respond to each subsection of the Technology and Infrastructure section according to the ITB’s specific requirements for that particular subsection. In an event in which a requirement is not supported by the EDMS Solution and/or the Supplier, as applicable, in full or in part, the Bidder shall expressly specify that and detail the non-conformity.
4. Implementation

Full responsibility for the Proposal belongs to the Bidder. Above all else, the Proposal must answer the requirements of the ITB.

4.0 General

Respond to each subsection of the Implementation section according to the ITB’s specific requirements for that particular subsection. The Bidder responses shall elaborate its methodology, activities, deliverables and schedule in strict accordance with NTA’s needs and requirements, as specified within the ITB.

4.1 Parties Involved

We, the Bidder, have read and understood this section and we agree to it. We have provided details of our suggested Project Manager and details of our organization structure and our organizational chart detailing the business unit/division responsible for all aspects of the EDMS Solution – see Annex 0.6.10 thereto (Envelope No. 1).

4.2 Project Phases

This section describes the project phases and their expected deliverables and major activities. The bidder shall describe its project management methodology for each of the phases.

4.2.1. Design

We, the Bidder, have read and understood this section and we agree to it.

4.2.2. Design Review

We, the Bidder, have read and understood this section and we agree to it.

4.2.3 System Setup

We, the Bidder, will provide the required documentation of the EDMS Solution as an integral part of the project. The progress of documentation will parallel the progress of EDMS Solution development and will be coordinated with the milestones defined in component 4.2 above.

4.2.4 Data Migration

We, the Bidder, have read and understood this section and we agree to it.

4.2.5 Acceptance Tests

We, the Bidder, have read and understood this section and we agree to it.

4.2.6 Go Live

We, the Bidder, have read and understood this section and we agree to it.

4.3 Work plan

Public Tender – EDMS 0058/2015

NTA – Metropolitan Mass Transit System
We, the Bidder, have read and understood this section and we agree to it. We have provided a work plan scheduling in detail all stages of the project implementation, taking into account the milestones and their respective dates as provided in the ITB, as well as constraints on the organization’s side, the possibility or impossibility of working within them, and the existence or nonexistence of any other constraints that require attention – see Annex 0.11.3.2.5 (Envelope No. 1).

4.4 Training

We, the Bidder, have read and understood this section and we agree to it. Our outline training plan is as follows:

4.5 Documentation

We, the Bidder, have read and understood this section and we agree to it.

4.6 Service and Maintenance

We, the Bidder, will provide the following forms of service and maintenance for the EDMS Solution:

(new Annexes should be appropriately referenced in)

4.7 Data Migration

We, the Bidder, have read and understood this section and we agree to it.

Annex 4.7 provides the required plan for the data migration process.
5. **Price**

5.1 **General**

We, the Bidder, have read and understood this section and we agree to it. Our detailed Price Proposal is presented in Envelope No. 2.

5.2 **Setup Fee**

We, the Bidder, have read and understood this section and we agree to it.

5.3 **Subscription Fee**

We, the Bidder, have read and understood this section and we agree to it.

5.4 **CPI Linkage (Adjustments)**

We, the Bidder, have read and understood this section and we agree to it.

5.5 **Additional Payments for Additional Services**

We, the Bidder, have read and understood this section and we agree to it.

5.6 **Payment Terms and Procedures**

We, the Bidder, have read and understood this section and we agree to it.
Annexes
Annex 0.6.1 – Form of Tender Security

To: NTA – Metropolitan Mass Transit Systems Ltd.
Azrieli Center Building A
26 Harokmin St., Holon

_____, 2015

Re: Letter of Guarantee no. _____ (Tender Security)

Whereas we understand that submitting of this Tender Security is a precondition for _____ (the "Bidder") participation in Tender number _____ for the Procurement and Implementation of a Electronic Document Management System (EDMS) (the “Tender”);

Therefore, at the request of the Bidder, we hereby irrevocably and unconditionally guarantee to pay you any amount up to an aggregate amount of NIS 50,000 (the “Guaranteed Amount”).

Within ten (10) days of the date on which your first written demand was received by us, we shall pay you any amount required in your demand up to the Guaranteed Amount without you being required to substantiate your demand or to demand payment thereof from the Contractor prior thereto and without set off or deduction and free of any fees or taxes, notwithstanding any claims or objections by the Contractor or ourselves or by any other party whatsoever.

Any demand received by us either by fax, telex, cable, e-mail or any other electronic transmission shall not be honored.

We hereby confirm that no change in the terms of the Contract and/or any claims in connection with the Contract shall derogate from any of our obligations in connection with this Tender Security.

This Tender Security shall expire (irrespective of the return of this Tender Security to us) on _______________ (the "Expiry Date"), and any demand thereunder must reach us, in writing, at the offices of the branch signing below, whose address is: ________________________________, not later than the Expiry Date. Any demand reaching us after the Expiry Date will not be honored.

This Tender Security will not be assigned or transferred by you without our consent except for its assignment or transfer to the State of Israel which will not require our consent.

This Tender Security shall be governed and interpreted by the laws of the State of Israel and the District Court of Tel Aviv shall have exclusive jurisdiction in connection therewith.

Yours faithfully,
Annex 0.6.2 – Bidder Information & Certifications

In accordance with ITB 0.6.2

(Envelope 1)

<table>
<thead>
<tr>
<th>Name</th>
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<tr>
<td>Country of Incorporation</td>
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<tr>
<td>Address</td>
<td></td>
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<tr>
<td>Business establishment year</td>
<td></td>
</tr>
<tr>
<td>Number of employees</td>
<td></td>
</tr>
<tr>
<td>Contact details for Company headquarters that will be responsible for this Project</td>
<td></td>
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<tr>
<td>Details of the business unit expected to support this Project</td>
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</table>

**Bidder's Representative**

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
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<tbody>
<tr>
<td>Position (title)</td>
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<tr>
<td>Address</td>
<td></td>
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<tr>
<td>Telephone number</td>
<td></td>
</tr>
<tr>
<td>Fax number</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
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</tbody>
</table>

**Attachment Forms:**
- Bidder’s organization structure and organization chart pursuant to ITB 0.6.10
- Bidder's Project Manager's details and CV in accordance with Section 4.2.2

Name of Bidder: ____________________________________________

Signature of Bidder________________________________________

Date:__

Public Tender – EDMS 0058/2015

NTA – Metropolitan Mass Transit System
Annex 0.6.3 - Certificate of Incorporation and a Certificate of Good Standing
In accordance with ITB 0.6.3

(Envelope 1)

[To be attached by the Bidder]
Annex 0.6.4 – Israeli Entity Approvals
In accordance with ITB 0.6.4

(Envelope 1)

[To be attached by the Bidder as applicable]

In the event the Bidder is an Israeli entity, the Bidder must produce all necessary approvals according to Public Entities Transactions Law, 5736-1976, including government certificates attesting to valid methods of accounting and to VAT and income tax registration.
Annex 0.6.5 - Declaration of Non-Payment of Commission

In accordance with ITB 0.6.5
(Envelope 1)

[To be signed by the Bidder and endorsed by the Bidder’s legal counsel]

1. In addition to duties and prohibitions applicable by law, including the Israeli Penal Code, 5737 - 1977, the undersigned Bidder hereby declares and undertakes as follows:
   (a) Not to offer, provide or receive, directly or indirectly, any benefit, money or anything of value aimed to influence, directly or indirectly, the decision, act or omission of NTA - Mass Transit Systems Ltd (“NTA”), or an office holder of NTA or NTA’s employee or its representatives or any other Party, concerning the ITB or any agreement or order arising from it.
   (b) Not to solicit or collaborate, directly or indirectly, with an office holder of NTA or NTA’s employees, representatives or any other Party, in order to receive confidential, sensitive or secret information connected with the ITB or any agreement(s) arising from it.
   (c) Not to solicit or cooperate, directly or indirectly, with an office holder of NTA or NTA’s employees, representatives or any other Party, in order to set prices in an artificial or non-competitive manner.
   (d) That it did not and shall not act contrary to paragraphs (a) through (c) above in the Tender or any agreement arising from it.

2. The undersigned acknowledges that in case of reasonable suspicion that the undersigned or any of its representatives acted contrary to the aforementioned, NTA reserves the right, at its sole discretion, to disqualify the undersigned’s Bid or to cancel at any time its winning in the Invitation to Bid or to cancel at any time the agreement(s) the subject matter of the Invitation to Bid.

3. The undersigned undertakes to bring the content of this declaration to the attention of its employees, subcontractors, representatives, agents and anyone acting on its behalf, whom are involved in any way in the Invitation to Bid or in any agreement arising from it.

Signature of the Bidder

Legal Counsel Declaration

I, the undersigned, in my capacity as legal counsel of ____________________________ (the “Bidder”), hereby authorize that Messrs. ____________________________, executing the above declaration on behalf of the Bidder, are authorized signatories of the Bidder, and authorized to bind the Bidder for such purpose.

Name of Legal counsel

Address of Legal Counsel

Signature ____________________________ Date ____________
Annex 0.6.6 – Affidavit According to Public Bodies Transactions Law, 5736-1976

In accordance with ITB 0.6.6

(Envelope 1)

(To be attached by the Bidder)

Applicable to legal entities incorporated in Israel or registered as Foreign Companies as defined under the Corporation Law 5759-1999]

I, the undersigned, __________________________ I.D. No. __________________________ after having been warned that I must declare the whole truth and that I can expect to incur the penalties prescribed by law should I not do so, hereby make the following declaration:

1. I hold the position of a director/share holder in ____________ [name of the Bidder/Member] (hereafter: the “Company”) and I am authorized to make this affidavit in its name and on its behalf in accordance the Public Entities Transactions Law, 5736-1976, (hereinafter the “Public Entities Transactions Law”).

2. This affidavit consists an integral part of the Proposal for Tender No. 58/2015 issued by NTA. - Metropolitan Mass Transit Systems Ltd.

3. By the date of this affidavit, the Company and any related entities thereto (as defined in section 2B to the Public Entities Transactions Law), have not been convicted of more than two offenses under the Minimum Wage Law, 5747 – 1987 and/or under the Foreign Workers (Prohibition on Unlawful Employment and Guarantee of Fair Conditions) Law, 5751 – 1991.

4. My name and signature appear below and the contents of this affidavit are the truth.

   Signature
   __________________________

   Date
   __________________________

   CERTIFICATION

I the undersigned, __________________________ Adv., hereby certify that __________________________, with whom I am personally acquainted/who identified himself/herself by I.D. No. _______ attended before me and after I had warned him/her that he/she must tell the truth and that he/she could expect to incur the penalties prescribed by law should he/she not do so, he/she confirmed the truth of his/her aforementioned affidavit and signed it.

   Name
   __________________________

   Signature
   __________________________

   Date
   __________________________
Annex 0.7.1 – Form of Performance Security

To: NTA – Metropolitan Mass Transit Systems Ltd.
Azrieli Center Building A
26 Harokmin St., Holon
_____. 2015

Re: Letter of Guarantee no. (Performance Security)

Whereas we understand that submitting of this Performance Security is a precondition for signing Agreement number between you and (the "Supplier") for the Procurement and Implementation of a Electronic Document Management System (EDMS) (the “Agreement”) following the Suppliers' award as the Successful Bidder under Tender number _______

Therefore, at the request of the Suppliers, we hereby irrevocably and unconditionally guarantee to pay you any amount up to an aggregate amount of NIS 100,000 (the “Guaranteed Amount”) linked to the Index as provided herein.

The "Index" - shall mean the Israeli Consumer Price Index.
The "Basic Index" - shall mean the Index published in respect of the month of ----- at a rate of ----- points. [to be completed based on the Index known on the date of issuance of the guarantee]
The "New Index" - shall mean the Index last published before actual payment under this guarantee.

If at the time of payment of any amount under this guarantee, the New Index shall be higher than the Basic Index, the Guaranteed Amount shall be calculated as increased in a rate equal to the rate in which the New Index has increased in comparison with the Basic Index. If it transpires that the New Index is equal to the Basic Index or lower therefrom, the Guaranteed Amount shall remain unchanged.

Within ten (10) days of the date on which your first written demand was received by us, we shall pay you any amount required in your demand up to the Guaranteed Amount without you being required to substantiate your demand or to demand payment thereof from the Contractor prior thereto and without set off or deduction and free of any fees or taxes, notwithstanding any claims or objections by the Contractor or ourselves or by any other party whatsoever.

Any demand received by us either by fax, telex, cable, e-mail or any other electronic transmission shall not be honored.

We hereby confirm that no change in the terms of the Contract and/or any claims in connection with the Contract shall derogate from any of our obligations in connection with this Performance Security.

This Performance Security shall expire (irrespective of the return of this Performance Security to us) upon the expiration of the Agreement (the “Expiry Date”), and any demand thereunder must reach us, in writing, at the offices of the branch signing below, whose address is: _______________, not later than the Expiry Date. Any demand reaching us after the Expiry Date will not be honored.

This Performance Security will not be assigned or transferred by you without our consent except for its assignment or transfer to the State of Israel which will not require our consent.

This Performance Security shall be governed and interpreted by the laws of the State of Israel and the District Court of Tel Aviv shall have exclusive jurisdiction in connection therewith.

Yours faithfully,
________________

Public Tender – EDMS 0058/2015
NTA – Metropolitan Mass Transit System
Threshold Requirements
Annex 0.11.2.1– Major Civil Projects Experience
In accordance with ITB 0.11.2.1 (Envelope No. 1)

To be completed and signed separately by an authorized representative of the client, with regard to each of the three EDMS Systems presented by the Bidder.

The Bidder shall attach details that demonstrate the EDMS Systems’ scope and complexity. Attached details shall be limited to a maximum of 1 page, A4 size with minimum font 11, Times New Roman.

In addition, to each of the three EDMS Systems presented by the Bidder, the Bidder shall attach a report demonstrating the minimum level of 99.5% online availability during a period of at least 4 consecutive years from 2008.

I the undersigned, ______________, hereby confirm that __________________, registration no. ______________, (the "Bidder"), has successfully provided us the following EDMS System:

### A. General

<table>
<thead>
<tr>
<th>Project's Title:</th>
<th>□</th>
<th>□</th>
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</thead>
<tbody>
<tr>
<td>Project's manager/Project Management Company:</td>
<td></td>
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<tr>
<td>Client organization name:</td>
<td></td>
<td></td>
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<tr>
<td>Authorized representative of the Client (Name, Job Title, Telephone number, email address):</td>
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<td></td>
</tr>
<tr>
<td>Brief Description of the Client's business activity:</td>
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<tr>
<td>Location of Project:</td>
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<tr>
<td>Industry sector of the Project (I.E., Transportation, Energy, Hospitals):</td>
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<td></td>
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<tr>
<td>Brief Description of the Project:</td>
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<td></td>
</tr>
</tbody>
</table>

| Period of Implementation (Start Date in format MM/YYYY – End Date in format MM/YYYY): |   |   |

**Purpose of the EDMS System:**

The EDMS System used meets all of the following functionality and technological requirements:

<table>
<thead>
<tr>
<th>The EDMS System used meets all of the following functionality and technological requirements:</th>
<th>□</th>
<th>□</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Has a records management area where Documents can be uploaded and transmitted to all Parties and all Correspondence is recorded and saved.</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>ii. Has both a general area and private areas. In each private area only the relevant administrator and Users have the ability to read/write.</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>iii. Has an Application Programming Interface (API) to facilitate bidirectional interaction between the EDMS System and other management systems.</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>iv. Includes custom workflows such as formal submission approval, scheduling and timetable per User or Party and the ability to edit such workflows and create new ones.</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>v. Has a web-based client or application.</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>------------------------------------------</td>
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</tr>
<tr>
<td>vi. Has a web viewer to view files of most common file types.</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>vii. Has a document management function which allows the user to view, edit, approve, reject, download, and upload.</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>The EDMS System was/is used for a Major Civil Project*?</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>* A Major Civil Project is defined as civil works which involve the construction or management of complex structures, including among others transportation systems, airports, hospitals and electric power plants, but excluding commercial or residential buildings.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>The EDMS System had Local Backup capabilities**?</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>** Is yes, the Bidder shall elaborate its answer in accordance with section 1 of Annex 0.11.3.2.4</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

### B. EDMS System

| The EDMS System was used (on behalf of the client) by an average of at least 300 active users per year, during a period of at least 4 consecutive years from 2008. | □ | □ |
| The EDMS System was used by the client to upload, edit or create an average of at least 400,000 documents per year, during a period of at least 4 consecutive years from 2008. | □ | □ |
| The EDMS System had a minimum level of 99.5% online availability during a period of at least 4 consecutive years from 2008. | □ | □ |

---

Date: __________________________
Signature and Stamp: __________________________
Name: __________________________
Position: __________________________
Annex 0.11.2.2 – ISO 27001 or 27002 Certification
In accordance with ITB 0.11.2.2

(Envelope 1)

1. The Bidder shall demonstrate its compliance with ISO 27001 or 27002 (or equivalent) by attaching a copy of its valid ISO 27001 or 27002 (or equivalent) certificate hereto attested by a legal counsel of the Bidder to be identical to the original certificate.

2. Bidders wishing to rely on an ISO 27001 or 27002 equivalent certificate, shall submit for NTA’s approval at its sole discretion, no later than 14 days prior to the Bids Submission Date, details of their certification or the evidence to support their request to be acknowledged as compliant to the above mentioned ISO 27001 or 27002 certifications.

Name of Bidder: ________________________________

Signature of Bidder: ____________________________

Date: ____________________________________________
Annex 0.11.2.3 – Declaration of Existing Customer Service Center  
In accordance with ITB 0.11.2.3 

(Envelope 1)  

(To be signed by the Bidder and endorsed by the Bidder’s legal counsel) 

The Bidder hereby confirms that it operates an existing Customer Service Center, as such term is defined in Sub-Section 0.2.6, in support of EDMS Systems previously provided by the Bidder.

Signature of the Bidder __________

Legal Counsel Declaration

I, the undersigned, in my capacity as legal counsel of ________________________ (the “Bidder”), hereby authorize that Messrs. _________________________________ executing the above declaration on behalf of the Bidder, are authorized signatories of the Bidder, and authorized to bind the Bidder for such purpose.

Name of Legal counsel _________________________________
Address of Legal Counsel _________________________________
Signature _________________________________ Date __________
Annex 0.11.2.4 – Financial Robustness
In accordance with ITB 0.11.2.4

(Envelope 1)

1. The Bidder shall attach to this form its audited annual financial statements for fiscal years 2012, 2013, 2014.
2. TheBidder shall complete and submit Attachment 0.11.2.4.1 (Independent Auditor’s Report).
3. In the event the Bidder is incorporated in Israel or registered in Israel as a foreign corporation, the Bidder shall additionally complete and submit Attachment 0.11.2.4.2 (Confirmation of Proper Bookkeeping Practices).
Attachment 0.11.2.4.1 – Independent Auditor’s Report

In accordance with ITB 0.11.2.4.

(Envelope 1)

To be completed by the independent auditor of the Bidder

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

We have audited the accompanying financial statements of the Bidder ____________________ ("the Company").

The statement is the responsibility of the Company's management. Our responsibility is to express an opinion on the statement based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in Israel / [in the event of a foreign company: ___________________]1 [fill in the applicable]. The audit was performed to obtain reasonable assurance about whether the statement is free of material misstatement. An audit includes examining, on a test basis, of evidence supporting the amounts and disclosures in the statement. An audit also includes assessing the accounting principles used and significant estimates made by the management, as well as evaluating the overall statement presentation. We believe that our audit provides a reasonable basis to our opinion.

In our opinion, the statement presents fairly, in all material respects, the financial data stated therein, on the basis of the Company's financial statements for the years 2012, 2013, 2014.

Sincerely,

_________________________ ____________________ __________
Name of Independent Auditor Date Signature

1 In case the Company is not incorporated in Israel, please indicate the auditing standards generally accepted in the Company's state of incorporation.

Public Tender – EDMS 0058/2015 NTA – Metropolitan Mass Transit System
Attachment 0.11.2.4.2 – Confirmation of Proper Bookkeeping Practices, in accordance with the Income Tax Ordinance and the Value Added Tax Law, 5736 – 1975

In accordance with ITB 0.11.2.4.

(Envelope 1)

(To be attached by the Bidder)

Applicable to legal entities incorporated in Israel or registered as Foreign Companies as defined under the Corporation Law 5759-1999]
Technical Proposal
Annex 0.11.3.2.1 – Functional and Technological Requirements  
(Reference ITB 0.11.3.2.1)  

(Envelope 1)  

The Bidder shall demonstrate in the attached chart, compliance with the functional and technological requirements for the proposed EDMS Solution, as detailed in this ITB, with particular regards to each of the following:  

1. General EDMS Solution Structure;  
2. Workflows Requirements;  
3. Templates;  
4. Interfacing Systems;  
5. Search Functionality;  
6. Administrator Monitor Features;  
7. User interface;  
8. Information Security;  
9. Development and Maintenance Tools;  
10. Permissions; and  
11. Printing.  

The Bidder is required to fill in the attached chart next to each line, the proposed EDMS solution compatibility with the functional and technological requirements, as detailed on Sections 2 and 3, by indicating the adequate numbers 0-3. The chart identifies what stands behind the classifications 0,1,2,3. In case the compatibility is not full, the bidder shall describe the gaps between the requirement and the solution as described on the Bidder's application for the relevant Sections and Sub-Sections of the ITB.  

In the event the Bidder add comments, the Bidder’s response for the entire line shall be limited to 200 words, A4 size with minimum font 11, Times New Roman or Arial, single spacing within 20mm margin on all sides.  

It is emphasized that the scoring for the functional and technological requirements included in this Annex 0.11.3.2.1 shall be based on the description of the EDMS System in the Bidder Proposal regarding Sections 2 and 3, as applicable. Furthermore, The EDMS SOW included in Annex 0.11.3.2.1 is only a summary of the referenced Sections in this ITB and the Bidder shall refer to the full description in the referenced Sections appear in Sections 2 and 3 of this ITB in order to complete Annex 0.11.3.2.1.  

It is further emphasized that the attached Chart has to be completed by the Bidder for the evaluation of the Proposals and it does not derogate from the obligation of the Bidder to respond to each Sub-Section of the ITB according to the ITB’s specific requirements for that particular Sub-Section. NTA reserves the right to sub-struck up to 25% of the respective maximum scoring provided to each of the functional and technological requirements in the
event that the Bidder shall not respond in full to the relevant Sub-Sections 2 and 3 of the ITB.

The Chart should be completed and signed separately by the Bidder's Representative.

Name of Bidder: 

Signature of Bidder: 

Date:
0.11.3.2.2 – Major Civil Projects Experience

To be completed and signed separately by an authorized representative of the client, with regard to each of the maximum ten EDMS Systems presented by the Bidder.

The Bidder shall attach details that demonstrate the EDMS Systems’ scope and complexity. Attached details shall be limited to a maximum of 1 page, A4 size with minimum font 11, Times New Roman.

In addition, to each of the EDMS Systems presented by the Bidder, the Bidder shall attach a report demonstrating the minimum level of 99.5% online availability during a period of at least 4 consecutive years from 2008.

I the undersigned, ______________, hereby confirm that ______________, registration no. ______________, (the "Bidder"), has successfully provided us the following EDMS System:

<table>
<thead>
<tr>
<th>A. General</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project's Title:</td>
</tr>
<tr>
<td>Project's manager/Project Management Company:</td>
</tr>
<tr>
<td>Client organization name:</td>
</tr>
<tr>
<td>Authorized representative of the Client (Name, Job Title, Telephone number, email address):</td>
</tr>
<tr>
<td>Brief Description of the Client's business activity:</td>
</tr>
<tr>
<td>Location of Project:</td>
</tr>
<tr>
<td>Industry sector of the Project (I.E., Transportation, Energy, Hospitals):</td>
</tr>
<tr>
<td>Brief Description of the Project:</td>
</tr>
<tr>
<td>Period of Implementation (Start Date in format MM/YYYY – End Date in format MM/YYYY):</td>
</tr>
<tr>
<td>Purpose of the EDMS System:</td>
</tr>
</tbody>
</table>

The EDMS System used meets all of the following functionality and technological requirements:

<table>
<thead>
<tr>
<th>i. Has a records management area where Documents can be uploaded and transmitted to all Parties and all Correspondence is recorded and saved.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ii. Has both a general area and private areas. In each private area only the relevant administrator and Users have the ability to read/write.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>iii. Has an Application Programming Interface (API) to facilitate bidirectional interaction between the EDMS System and other management systems.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>iv. Includes custom workflows such as formal submission approval, scheduling and timetable per User or Party and the ability to edit such workflows and create new ones.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes</td>
</tr>
</tbody>
</table>
v. Has a web-based client or application. □ Yes □ No

vi. Has a web viewer to view files of most common file types. □ Yes □ No

vii. Has a document management function which allows the user to view, edit, approve, reject, download, and upload. □ Yes □ No

The EDMS System was/is used for a Major Civil Project*?
* A Major Civil Project is defined as civil works which involve the construction or management of complex structures, including among others transportation systems, airports, hospitals and electric power plants, but excluding commercial or residential buildings. □ Yes □ No

The EDMS System had Local Backup capabilities**?
** Is yes, the Bidder shall elaborate its answer in accordance with section 1 of Annex 0.11.3.2.4 □ Yes □ No

B. EDMS System

The EDMS System was used (on behalf of the client) by an average of at least 300 active users per year, during a period of at least 4 consecutive years from 2008. □ Yes □ No

The EDMS System was used by the client to upload, edit or create an average of at least 400,000 documents per year, during a period of at least 4 consecutive years from 2008. □ Yes □ No

The EDMS System had a minimum level of 99.5% online availability during a period of at least 4 consecutive years from 2008. □ Yes □ No

__________________________
Date
__________________________
Signature and Stamp
Name: _____________________
Position: ___________________
Annex 0.11.3.2.3 – Customer Service Center

In accordance with ITB 0.11.3.2.3

(Envelope 1)

The Bidder shall detail its proposed methodology for operating a Customer Service Center in respect of the proposed EDMS Solution, including all elements and their respective specifications according to the tender requirements for local backup as described in Sub-Section 4.7 in the ITB

The Bidder’s response shall be limited to a maximum of 5 pages, A4 size with minimum font 11, Times New Roman or Arial, single spacing within 20mm margin on all sides.

Name of Bidder: __________________________________________________________

Signature of Bidder: ______________________________________________________
Date: ____________________________________________________________________

Public Tender – EDMS 0058/2015
NTA – Metropolitan Mass Transit System
Annex 0.11.3.2.4 – Local Backup
In accordance with ITB 0.11.3.2.4

(Envelope 1)

1. In accordance with the local backup reference point of the Major Civil Projects Experience as set forth in Annex 0.11.2.1, the Bidder shall describe the local backup solutions provided to no more than 5 EDMS Systems with local backup capabilities, that the Bidder has previously provided, which were used by its clients for the purpose of Major Civil Projects.

The Bidder’s response shall be limited to a maximum of 1 page, A4 size with minimum font 11, Times New Roman or Arial, single spacing within 20mm margin for each specific local backup solution.

2. The Bidder shall describe in detail the proposed Local Backup architecture in respect of the proposed EDMS Solution including all elements and their respective specifications according to the tender requirements for local backup as described in Sub-Section 3.15 in the ITB.

The Bidder’s response shall be limited to a maximum of 5 pages, A4 size with minimum font 11, Times New Roman or Arial, single spacing within 20mm margin on all sides.

Name of Bidder: ____________________________________________________________
Signature of Bidder: _______________________________________________________
Date: __________________________
Annex 0.11.3.2.5 – Work Plan
In accordance with ITB 0.11.3.2.5 and 4.4

(Envelope 1)

1. The Bidder shall provide a conforming work plan for the implementation of the EDMS Solution in MS-Project format (MPP file). The work plan shall schedule in detail all stages of the Project's implementation. The work plan shall include as a minimum the phases and their respective dates as stated in Sub-Section 4.4 of the ITB.

Name of Bidder: 

Signature of Bidder: 
Date: 

Public Tender – EDMS 0058/2015
NTA – Metropolitan Mass Transit System
Annex 5.3.7

In accordance with ITB 0.11.3.3 and 4.4
(Envelope 2)

To NTA - Metropolitan Mass Transit Systems Ltd. (“NTA”)

We, ________________________________

Of ________________________________

Postal Address Country of registration: ________________________________

Hereby bid for the procurement and implementation of a "cloud-based" Electronic Document Management System (EDMS) as described in the ITB.

Our proposed price for the Retainer, as defined in Sub-Section 5.3, is

 _____ NIS

In words: _______________________NIS

Note:
The Retainer price shall be exclusive of VAT.

If our Bid is accepted, we agree to undertake to provide the entire of the Services strictly in accordance with the Tender Documents, including without limitation, ITB Sections 0 through 5, the Agreement and the Appendixes thereto.

Name ___________________________

In the capacity of: ___________________________

Signature: ___________________________

Duly authorized to sign the Bid for and on behalf of: ___________________________

Date: ________________

--------------------------------------------------------------------------------

LEGAL COUNSEL DECLARATION

I, the undersigned, in my capacity as legal counsel of _____ (the “Bidder”), hereby certify that Messrs. ________________________, executing the Bid Form on behalf of the Bidder, are authorized signatories of the Bidder, and their signatures bind the Bidder for such purpose.

Name of legal counsel: ___________________________ Date: ______

Signature: ___________________________