



**Tender 019/2022**



# **Invitation to Bid in a Tender for the Provision of Consultancy Services in connection with the Tel Aviv Metropolitan Metro Network**

## **INVITATION TO BID**

**Tel Aviv Metropolitan Mass Transit system**  
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**Tender 019/2022**

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**FOR THE PROVISION OF CONSULTANCY SERVICES  
IN CONNECTION WITH THE TEL AVIV  
METROPOLITAN METRO NETWORK**

**NOVEMBER 2022**

**VOLUME 1 – INVITATION TO BID**

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# 1. GENERAL

## 1.1 Overview

NTA – Metropolitan Mass Transit Systems Ltd. (“NTA” or the “Owner”) is a government company tasked with the development of the Tel Aviv Metropolitan Mass Transit System, which includes, *inter alia*, a metro network, comprising three (3) mostly underground metro lines of approximately 150 kilometers in length, 109 Stations and seven (7) Transportation Hubs (the “Programme”, the “Network” or the “Metro Network Programme”).

The Metro Network Programme will be the largest infrastructure project undertaken in Israel, involving several ministries and multiple municipalities. The Network will provide modern, reliable public transportation to hundreds of thousands of passengers per day across the Tel Aviv Metropolitan area.

As a first step in the development of the Metro Network Programme, NTA, with the assistance of Systra, conducted a feasibility study, in which it examined alternatives for routes, locations of Stations, Depots, park-and-ride facilities, integration with the existing and planned heavy and light rail network, etc.

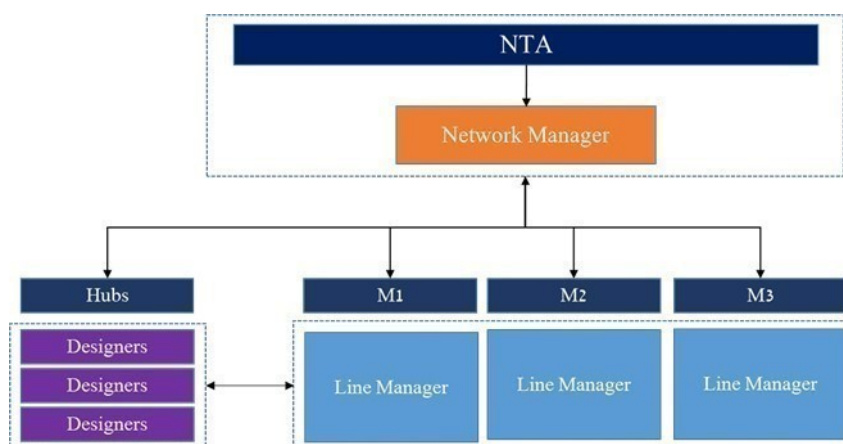
Following the completion of the feasibility study, NTA engaged several local (Israeli) design firms to undertake and complete the preliminary and statutory design process with respect of the Programme.

NTA developed, appraised and consolidated the main principles for implementing the Programme, turning the vision into programs and action guidelines.

Lately, NTA engaged a Network Manager, Metav – a joint venture between Egis Rail and Gadish, to assist NTA in the development and formulization of the Programme (“Network Manager”).

In addition, NTA intends to engage three (3) Line Managers, each will be tasked with the design and management of each one of the Metro Lines (each, a “Line Manager”).

The following is a general graphical depiction of the Programme management structure:



## 1.2 Provision of the Consultancy Services

In general terms and without derogating from any of the provisions of the Agreement, NTA is seeking a “public entity consultancy arm” which has the experience in both initiating, promoting and managing a large-scale metro project on behalf of a state or municipality and providing professional expert consultancy services which relate to metro transportation systems. NTA expects to require professional advice and general consultancy services, from time to time, with respect to issues which arise during the “on going” management of the Programme or with respect to specific issues.

### 1.3 This Selection Process

The Tender Committee issues this Invitation to Bid (“ITB”), to manage the competitive process for the selection and appointment of the Consultant.

### 1.4 Description of the Tender Process and Anticipated Schedule

The Tender Process will be conducted in stages, as described below. Without in any way limiting the right of the Tender Committee to postpone or change any of the following dates, at its sole discretion, at any time, as well as in proximity to the following dates, the anticipated Tender time schedule is as follows (the “Anticipated Schedule”):

	Date
<b>Last Date for Submission of Requests for Clarification</b>	22 December 2022 by no later than 13:00 (1 PM) Israeli time
<b>Bid Submission Date</b>	26 January 2023 by no later than 13:00 (1 PM) Israeli time

### 1.5 Definitions

All terms used in this ITB shall have the meaning ascribed thereto in **Annex A** herein.

### 1.6 Tender Documents

Without derogating from the definition of “Tender Documents” in **Annex A** herein, the following documents, including any appendices, attachments and any addenda published hereafter to such documents, shall constitute Tender Documents:

Tender Documents		
<b>Instructions to Bidders</b>	<b>Volume 1</b>	<b>Invitation to Bid (ITB) and Annexes thereto:</b> <b>Annex A:</b> Definitions <b>Annex B:</b> List of Advisors to the Tender Committee <b>Annex C:</b> Threshold Requirements

		<p><b>Annex D:</b> Bidder's and Key Person's Experience and Proposed Programme Management Methodology – Submission Instructions, Evaluation Criteria and Scoring Methodology</p> <p><b>Annex E:</b> Price Proposal – Submission Instructions and Scoring Methodology</p> <hr/> <p>Addenda published pursuant to the provisions of this ITB</p> <hr/> <p><b>Tender Forms:</b></p> <p><b>Tender Form “1”</b> – The Bid Submission Letter</p> <p><b>Tender Form “2”</b> – Key Person's Undertaking</p> <p><b>Tender Form “3”</b> – Declaration and Obligation of No Conflict of Interest</p> <p><b>Tender Form “4”</b> – Irrevocable Confidentiality and Information Security Undertaking</p> <p><b>Tender Form “5”</b> – Experience in Development Management, Design Management and Construction Management of Metro Projects</p> <p><b>Tender Form “6”</b> – Experience in the Provision of Consultancy Services</p> <p><b>Tender Form “7”</b> – Experience in Primary Disciplines</p> <p><b>Tender Form “8”</b> – Key Person's Experience</p> <p><b>Tender Form “9”</b> – No Going Concern Notice Declaration</p> <p><b>Tender Form “10”</b> – Experience of the Bidder</p> <p><b>Tender Form “11”</b> – Consultancy Services Experience</p> <p><b>Tender Form “12”</b> – Strategy Concept</p> <p><b>Tender Form “13”</b> – Price Proposal</p>
<b>The Agreement</b>	<b>Volume 2</b>	<b>The Agreement</b> (including all annexures thereof)

## 1.7 Language of the Tender Documents and Communication with the Tender Committee

- 1.7.1 All communication between the Bidders and the Tender Committee will be in English and in writing, in accordance with the provisions of this ITB.
- 1.7.2 The Tender Committee reserves the right, at its sole discretion, to conduct its business in Hebrew, including in its meetings, discussions, protocols, correspondences, negotiations, etc.

## 1.8 Priority of Documents

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



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

## **2 TENDERING RULES**

### **2.1 Governing Law**

2.1.1 The Tender Process shall be governed and construed in accordance with the provisions of all applicable Laws, including the Mandatory Tenders Law 1992, and the Regulations.

2.1.2 The applicable courts in Tel Aviv shall have the sole jurisdiction over all matters and all disputes arising in connection with the Tender Process.

### **2.2 Conformity with All Applicable Laws**

2.2.1 Each Bidder and its Bids shall: (i) abide by all applicable Laws; and (ii) be subject to any changes in any of the Laws, even if such changes will be introduced during the Tender Process.

2.2.2 Each Bidder is assumed to have obtained legal, technical, engineering, financial and any other advice.

### **2.3 Severability**

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

### **2.4 Cost of Preparation**

Any and all costs and expenses incurred by the Bidders and anyone on their behalf with respect to and in connection with their participation in the Tender Process and submission of the Bids, will be borne solely by the Bidders, and under no circumstances will such expenses be reimbursed or otherwise compensated by the Tender Committee or NTA.

### **2.5 Access to Documents**

Any Bidder wishing to participate in the Tender Process may view the Tender Documents at the following website: [www.nta.co.il](http://www.nta.co.il) (the “Website”).

### **2.6 Independent Review and Evaluation**

2.6.1 Bidders are required to independently examine and verify all aspects related to the provision of the Services thereby.

- 2.6.2 Bidders are responsible for thoroughly and carefully examining the Tender Documents, including all amendments and Addenda thereto, with utmost care, and for any and all conditions that may in any way affect their participation in the Tender Process, including in the preparation and submission of the Bids, the signing of the Agreement and the provision of the Services in accordance with the provisions of the Tender Documents.
- 2.6.3 By submitting its Bid, each Bidder confirms and will be deemed to have confirmed that it has received the complete Tender Documents, that it has read, considered and understood the Tender Documents (including the implications of the provision of the Services), and that it accepts the terms and conditions thereof and all obligations and undertakings specified or implied therein.

## 2.7 Confidentiality and Intellectual Property

- 2.7.1 **Exclusive Property of NTA.** The Tender Documents and any and all intellectual property rights therein are exclusively owned by NTA and are furnished to the Bidders solely for the purpose of participation in the Tender Process.
- 2.7.2 **Confidentiality.** By participating in the Tender Process, each Bidder is deemed to have agreed to keep in strict confidence, not to disclose and not to make any use of any information or data, in any form or media, partial or complete, provided to it by the Tender Committee or on its behalf or made known to it otherwise as a result of or in connection with this ITB; except that each Bidder may use such information or data solely for the purpose of preparing its Bid.
- 2.7.3 **Information included in the Bid.** By submitting a Bid, each Bidder is deemed to represent and warrant to the Tender Committee that:
- 2.7.3.1 It is not precluded from providing the data and information contained in its Bid or any part thereof; and
- 2.7.3.2 It has the right to make all disclosures that are made in its Bid.

## 2.8 Requests for Clarification Process

- 2.8.1 Bidders may raise questions and requests for clarifications or interpretations to the Tender Documents, by no later than the Submission Deadline for the Requests for Clarification as set forth in Section 1.4 (Description of the Tender Process and Anticipated Schedule) (“**Request(s) for Clarification(s)**”). Such Requests for Clarifications shall be addressed in writing only to Tender’s Mailbox: [Tender5-metro@nta.co.il](mailto:Tender5-metro@nta.co.il).
- 2.8.2 Requests for Clarifications shall be submitted via e-mail in a signed PDF file and in an **open** MS-Word file, in the following format:

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

....	....	....
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- 2.8.3 The Tender Committee has no obligation to clarify or interpret the Tender Documents, to respond to any specific Request(s) for Clarification or to publish any of the Requests for Clarification submitted to it.
- 2.8.4 Although the Tender Committee has no obligation to clarify or interpret this ITB, the Tender Committee may issue an Addendum for the purpose of clarifying or interpreting the Tender Documents in response to Requests for Clarifications, in accordance with the provisions of Section 2.9 (Addenda) below. Bidders shall acknowledge receipt of any Addendum in the manner set forth in Section 2.9 (Addenda).
- 2.8.5 The Tender Committee may rephrase any Request for Clarification as it shall deem fit under the circumstances, including by adding to the original language or omitting from the original language.
- 2.8.6 Any response or non-response by the Tender Committee to any Request for Clarification by Bidders shall not be construed as approval or agreement, unless explicitly stated so by the Tender Committee, in writing.
- 2.8.7 Any Request for Clarification submitted after the final date for the submission of Requests for Clarifications stipulated in Section 1.4 (Description of the Tender Process and Anticipated Schedule), will be accepted or rejected, answered or not, at the discretion of the Tender Committee.

## 2.9 Addenda

- 2.9.1 Without derogating from its rights and prerogatives pursuant to the Tender Documents or Law, the Tender Committee reserves the right to revise, modify, amend, clarify, add, delete, or otherwise change the Tender Documents or any part thereof, including, but not limited to, any term, condition, instruction, requirement (including any threshold or minimum requirement), specification, evaluation criteria or date contained therein, whether at the discretion of NTA or the Tender Committee, at their own initiative or as a result of a Request for Clarification. Such revisions or clarifications, if any, shall be issued to all Bidders in the form of addenda to the Tender Documents (“**Addenda**” or “**Addendum**”, respectively) and will be deemed an integral part of the Tender Documents.
- 2.9.2 Without derogating from the foregoing, the Tender Committee may postpone any date stipulated in Section 1.4 (Description of the Tender Process and Anticipated Schedule) even if such date has already elapsed (excluding the Bid Submission Date if already elapsed), and amend any clarification or amendment introduced in previous Addenda.
- 2.9.3 No answers, clarification or amendment to the Tender Documents shall be binding unless issued in the form of an Addendum.
- 2.9.4 Neither NTA nor the Tender Committee shall be bound by, and Bidders shall not rely on, any oral clarification to the Tender Documents.

- 2.9.5 Should any Addendum result from any Request for Clarification submitted by a Bidder, the identity of such Bidder shall not be disclosed.
- 2.9.6 Addenda shall be published at the Website, and notices of their publication may be furnished via email to all Bidders who have addressed the Tender Committee with Request(s) for Clarification(s). Bidders are required to acknowledge receipt of notice of Addenda in writing no later than two (2) Days following receipt thereof by a returned email to the Tender Committee.
- 2.9.7 The foregoing does not derogate from the provisions of Section 2.9.8 below and shall not be construed as creating any obligation on the part of NTA or the Tender Committee to inform any Bidder of any Addenda published at the Website.
- 2.9.8 Bidders are required to check the Website on a regular basis for any Addenda, during the Tender Process and prior to the Bid Submission Date.

## **2.10 Advisors to the Tender Committee**

- 2.10.1 Each Bidder acknowledges that in the preparation of its Bid and in the performance 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 this ITB, the Tender Process or the Programme, including a conflict of interest which may arise as a result of engaging employees, advisors or sub-contractors of NTA.
- 2.10.2 Without derogating from the foregoing, **Annex B** of this ITB contains a list of advisors currently engaged or have been engaged as consultants to NTA, either directly or indirectly, in connection with this Tender (“**Advisors**”), and therefore Bidders are strictly prohibited from employing or engaging any of them for the purpose of this Tender or the performance of the Services, whether directly or indirectly. The aforesaid prohibition shall not apply to engagement of Advisors by the Bidder for purposes which are not connected to the Tender Process or the Programme. The Tender Committee reserves the right, from time to time, to update **Annex B** as it shall deem appropriate under the circumstances.
- 2.10.3 The prohibition in Section 2.11.2 above shall apply to any of the following: (i) where the Advisor is an Entity, in respect of any person employed thereby, whether or not such person is listed in **Annex B**; and (ii) the persons listed in Annex B, regardless if their employment by a prohibited Entity has ended.
- 2.10.4 Without derogating from the foregoing, Bidders are required to request the approval of NTA for engagements with any other advisors, which are not listed in **Annex B**, to the extent such engagement are in connection with the Tender Process and to the extent the Bidder has knowledge that such other advisors are involved or were involved as consultants to NTA in connection with the Tender Process or the Programme.

## **3 GENERAL PROVISIONS RELATING TO THE PARTICIPATION OF BIDDERS IN THE TENDER PROCESS**

### **3.1 The Bidder**

A “**Bidder**” shall mean a corporation which complies with:

- 3.1.1 all of the requirements of Section 3.3 (Participation – General Requirements – Bidder); and
- 3.1.2 the applicable Threshold Requirements in accordance with **Annex C** (Threshold Requirements).

### **3.2 The Key Person**

The “**Key Person**” shall mean a person on behalf of the Bidder which complies with:

- 3.2.1 all of the requirements of Section 3.4 (Participation – General Requirements – Key Person); and
- 3.2.2 the applicable Threshold Requirements in accordance with **Annex C** (Threshold Requirements).

### **3.3 Participation – General Requirements – Bidder**

Each Bidder must comply with and satisfy all requirements imposed by Law and all of the following requirements:

- 3.3.1 It is a governmental, municipal or statutory corporation, fully owned and held by the applicable government, municipality or state, the purpose of which is: (i) the initiation, promotion and management, on behalf of the applicable government, municipality or state, of rail based mass transportation facilities; or (ii) the provision of professional consultancy services to other entities with respect to the development and construction of Metro Lines.
- 3.3.2 It is a duly organized and a validly existing Entity under the laws of the jurisdiction in which it is organized;
- 3.3.3 It has all requisite corporate power and authority for the ownership and operation of its properties and for the carrying on of its business as currently conducted or proposed to be conducted for the purposes of the fulfillment of its obligations in accordance with the provisions of the Agreement and participation in this Tender Process;
- 3.3.4 There are no actions or proceedings pending nor, to the best of its knowledge, there are no actions or proceedings which might result in dissolution, liquidation, freeze of assets, bankruptcy, insolvency, appointment of a trustee, a liquidator or a receiver (including temporarily), or any other analogous situation;
- 3.3.5 Its most recent Financial Statements do not include a "going concern notice" or a notice of a similar effect;

- 3.3.6 It and any Interested Party or a director or officer thereof (including individuals) involved in the Tender Process or expected to be involved in the provision of the Services are not residents or citizens of a state which does not have diplomatic relations with the State of Israel;
- 3.3.7 Subject to the provisions of Section 3.5 (An Entity Convicted of an Offence) below, it and any Interested Party thereof or a director or officer thereof (including individuals), have not been convicted of an Offence and no indictment (criminal charges) with respect to an Offence has been filed (submitted) against any of such;
- 3.3.8 It is not a Declared Entity and it is not a Related Entity of a Declared Entity; and the office holders thereof involved in the Tender Process or expected to be involved in the provisions of the Services (including individuals) are not Declared Entities and are not Related Entities of Declared Entities;
- 3.3.9 Its incorporation documents do not contain any provision which may restrict or limit its ability to undertake and provide the Services (in whole or in part).

### **3.4 Participation – General Requirements – Key Person**

The Key Person must comply with and satisfy all requirements imposed by Law and all of the following requirements:

- 3.4.1 He/she is not a citizen of a state which does not have diplomatic relations with the State of Israel;
- 3.4.2 Subject to the provisions of Section 3.5 (An Entity Convicted of an Offence) below, he/she was not convicted of an Offence and no indictment (criminal charges) with respect to an Offence has been filed (submitted) against him/her;
- 3.4.3 He/she is not a Declared Entity and he/she is not a Related Entity of a Declared Entity.

### **3.5 An Entity Convicted of an Offence**

- 3.5.1 In the event that a Bidder (or any Interested Party thereof) or a Key Person does not comply with the requirement of Sections 3.3.7 or 3.4.2 above (as applicable), it shall submit to the Tender Committee relevant information with respect to the applicable Offence(s).
- 3.5.2 Such information is to be submitted by no later than forty-five (45) days prior to the Bid Submission Date, to facilitate the Tender Committee's decision stipulated below.
- 3.5.3 The Tender Committee shall decide (at its sole discretion), whether a Bidder or Key Person which does not comply with the provisions of Sections 3.3.7 or 3.4.2 (as applicable) above may participate in the Tender Process and may impose conditions with respect to its participation.

- 3.5.4 Any decision reached by the Tender Committee may be published in an Addendum, without disclosing the identity of the relevant Bidder or Key Person or the nature of the Offence (unless otherwise determined by the Tender Committee, at its sole discretion).
- 3.5.5 The Tender Committee may exercise its rights hereunder either prior to or following the Bid Submission Date.

### **3.6 Authorized Representative**

- 3.6.1 Each Bidder shall appoint one individual on its behalf, as an authorized representative for: (i) conducting correspondence with the Tender Committee; and (ii) receiving instructions from the Tender Committee for and on behalf of the Bidder (an “**Authorized Representative**”).
- 3.6.2 A Bidder may replace its Authorized Representative by giving a prior written notice to the Tender Committee. The appointment of an Authorized Representative shall not be terminated other than by the appointment of a replacement and the receipt of notice thereof by the Tender Committee.

### **3.7 Participation in a Bid**

- 3.7.1 Each Bidder may not participate in or submit more than one (1) Bid.
- 3.7.2 The Key Person may not participate in more than one (1) Bid.

**Interpretations.** For the purposes of the provisions of this Section 3.7, the term “**Bidder**” shall be deemed to include any Entity which exercises Control over such Bidder, is under the common Control with such Bidder or is Controlled by such Bidder.

For purpose of this limitation and restriction, the term “**Entity**” shall mean: any corporation, company partnership, recognized by law within its domicile, **including** individuals.

### **3.8 No Participation of the Entities which Participate in the Line Manager Tender**

The Entities participating in Tender No. 478/2021 for the management of (each of) the Tel Aviv Metropolitan Metro Lines published by NTA, and any of their members, subsidiaries, experience providers, subcontractors, staff members or anyone on their behalf or engaged thereby and affiliates of any of the foregoing may not participate, directly or indirectly, in the Tender Process or in any Bid.

### **3.9 Additional Requirements, including Security Considerations and Additional Limitations**

- 3.9.1 Without derogating from any of its rights and prerogatives pursuant to this ITB or Law, the Tender Committee reserves the right to impose additional or new conditions, limitations, prohibitions, or restrictions, *inter alia*, with respect to the participation of an Entity or person in the Tender Process, in the Programme or any of the Metro Line Projects, which relates to security considerations (including national security);

- 3.9.2 Without derogating from the foregoing or from any of its rights and prerogatives pursuant to this ITB or Law, the Tender Committee and NTA reserve the right to impose conditions, limitations, prohibitions, or restrictions with respect to the participation in the future selection processes connected to the Metro Programme or any part thereof, of an Entity or person connected to the Successful Bidder or any other person or Entity which otherwise participate in the Tender Process or in the Successful Bidder.

## 4 THE CONTENTS OF THE BID AND METHOD OF SUBMISSION

### 4.1 The Parts of the Bid

Each Bidder will be required to submit a Bid, including all information and deliverables specified herein in order to demonstrate compliance with the requirements of the Tender Documents. The Bid will be divided into four (4) parts (each, a “Part”):

- 4.1.1 **Part 1 (General Information)** – Each Bidder shall be required to comply with all requirements specified in this ITB and shall be required to submit **Tender Forms “1” “2”, “3” and “4”** (including all attachments and other documents required pursuant to such Tender Forms).
- 4.1.2 **Part 2 (Threshold Requirements)** – Each Bidder shall be required to demonstrate that it and the Key Person on its behalf, each complies with the applicable requirements of **Annex C** (Threshold Requirements), demonstrates past experience, capabilities, qualifications, and financial robustness (as applicable), and shall be required to submit **Tender Forms “5”, “6”, “7”, “8” and “9”** (including all attachments and other documents required pursuant to such Tender Forms).
- 4.1.3 **Part 3 (Technical Proposal (Professional Experience))** – Each Bidder shall be required to submit the deliverables detailed in **Annex D** (Bidder’s and Key Person’s Experience – Submission Instructions, Evaluation Criteria and Scoring Methodology) and shall be required to submit **Tender Forms “10”, “11” and “12”** (including all attachments and other documents required pursuant to such).
- 4.1.4 **Part 4 (Price Proposal)** – Each Bidder shall be required to submit its Price Proposal in accordance with **Annex E** (Price Proposal – Submission Instructions and Scoring Methodology) and shall be required to submit **Tender Form “13”** (Price Proposal).

### 4.2 Bid Submission Date

- 4.2.1 The Bid, including all four (4) Parts thereof, shall be submitted by no later than 26 January 2023, by no later than 13:00 (1 PM) Israeli time (the “**Bid Submission Date**”).
- 4.2.2 **The Bids shall be submitted to the Tender Committee, at the allocated tender box to be placed in NTA – Metropolitan Mass Transit System offices, Building A, at number 26 Harokmim St. Holon, Israel.**
- 4.2.3 Bids submitted after the Bid Submission Date may be opened by the Tender Committee solely for the purpose of identifying the relevant Bidder. Such Bids shall be rejected and promptly returned to the Bidders, who shall consequently be disqualified from participating in the Tender Process.



### 4.3 Signing of the Bid

- 4.3.1 Each Tender Form (and, if indicated, any attachment thereto) shall be duly signed by the relevant Entity(ies) and/or person(s) (as applicable) as indicated in the applicable Tender Form or (if applicable) any attachment thereto.
- 4.3.2 **Authorization of Signatures by an Attorney.** Where indicated in the Tender Forms (and, if applicable, their attachments), the signature of an Entity or person shall be accompanied by a confirmation by an attorney or a public notary.
- 4.3.3 In addition, each page of the Bid (including the Tender Forms and any additional document submitted as part of the Bid) shall be duly signed by the Bidder (at the margins of each page) by using the Bidder's stamp and initials of its authorized signatory(ies).

### 4.4 Method of Submission

- 4.4.1 **Number of Copies.** Each Bid shall be submitted in two (2) hardcopies and one (1) electronic copy containing a scan of the executed Bid in PDF files.
- 4.4.2 **Photocopies.** To facilitate the submission of the hardcopies, the Bidders are not required to submit an original ("wet ink") copy of the Bids, and may submit a scanned-and-printed or photocopied hardcopy, provided that the printed or photocopied Bids are clear and legible.
- 4.4.3 Sealing and Marking
  - 4.4.3.1 Parts 1, 2 and 3 of the Bid will be submitted in a sealed envelope clearly marked as follows: "*Bid submission for Tender No. 019/2022, submitted by [name of the Bidder] – Parts 1, 2 and 3*".
  - 4.4.3.2 Part 4 of the Bid (Price Proposal) will be submitted in a separate sealed envelope clearly marked as follows: "*Bid submission for Tender No. 019/2022, submitted by [name of the Bidder] – Part 4*".
  - 4.4.3.3 In the event a Bidder submits Part 4 (Price Proposal) other than in accordance with this requirement, the Tender Committee may, at its sole discretion, disqualify the Bidder if it is of the opinion that there is no solution that solves and/or eliminates the defect and that the principle of equality has been undermined or that the Bidder acted in bad faith with the intention of influencing the Tender Committee.
  - 4.4.3.4 Each envelope will contain all required hardcopies of the applicable Part(s) as well as a USB storage device containing a scanned PDF file of the applicable Part(s).
  - 4.4.3.5 Both envelopes will be sealed in one (1) external envelope or box which shall be clearly marked as follows: "*Bid submission for Tender No. 019/2022, submitted by [name of the Bidder]*". No other details shall be indicated on the outer envelope or box.

- 4.4.3.6 Without derogating from the provisions of the ITB and from the Bidders responsibility to check and verify the contents of the Bid and its compliance with all requirements of the Tender Documents, the content of each Part of the Bid, as well as the marking of each such Part, are specified below:

<b>Content of the Bid</b>	
<p><b>Parts 1, 2 and 3 of the Bid</b></p> <p>Parts 1, 2 and 3 of the Bid will be submitted in an envelope clearly marked as “<i>Bid submission for Tender No. 019/2022, submitted by [name of the Bidder] – Parts 1, 2 and 3</i>”</p> <p>The envelope shall contain:</p> <ul style="list-style-type: none"> <li>• Two (2) copies of Parts 1, 2 and 3 of the Bid; and</li> <li>• One (1) USB storage devices of Parts 1, 2 and 3 of the Bid.</li> </ul>	<p><b>Tender Form “1”</b> – The Bid Submission Letter</p> <p><b>Tender Form “2”</b> – Key Person's Undertaking</p> <p><b>Tender Form “3”</b> – Declaration and Obligation of No Conflict of Interest</p> <p><b>Tender Form “4”</b> – Irrevocable Confidentiality and Information Security Undertaking</p> <p><b>Tender Form “5”</b> – Experience in Development Management, Design Management and Construction Management of Metro Projects</p> <p><b>Tender Form “6”</b> – Experience in the Provision of Consultancy Services</p> <p><b>Tender Form “7”</b> – Experience in Primary Disciplines</p> <p><b>Tender Form “8”</b> – Key Person’s Experience</p> <p><b>Tender Form “9”</b> – No Going Concern Notice Declaration</p> <p><b>Tender Form “10”</b> – Experience of the Bidder</p> <p><b>Tender Form “11”</b> – Consultancy Services Experience</p> <p><b>Tender Form “12”</b> – Strategy Concept</p>
<p><b>Part 4 of the Bid</b></p> <p>Part 4 of the Bid will be submitted in an envelope clearly marked as “<i>Bid submission for Tender No. 019/2022, submitted by [name of the Bidder] – Part 4</i>”</p> <p>The Part 4 envelope shall contain:</p> <ul style="list-style-type: none"> <li>• Two (2) copies of Part 4 of the Bid; and</li> <li>• One (1) USB storage devices of Part 4 of the Bid</li> </ul>	<p><b><u>The Price Proposal</u></b></p> <p><b>Tender Form “13”</b> – Price Proposal</p>

## 4.5 Compliance with the Requirements of the Tender Documents

- 4.5.1 Bidders shall prepare their Bids in strict conformity with the requirements of the Tender Documents.
- 4.5.2 Bidders shall complete all applicable parts of the Bids in an accurate and detailed manner, disclosing all the information requested, and with respect to the Technical Proposal – any additional information or data required to clarify, substantiate and, in general, support the Technical Proposal.

- 4.5.3 Without derogating from the generality of the foregoing, Bidders shall carefully follow the submission instructions specified in **Annexes C, D, E and F** and in the Tender Forms, and shall complete and submit all Tender Forms duly executed, together with all attachments and other documents required pursuant to the Tender Forms.

#### **4.6 No Unauthorized Modification**

- 4.6.1 Bidders shall not modify or supplement the instructions of the Tender Documents (including the Tender Forms). Unauthorized conditions, amendments, limitations, modifications, supplements, reservations, deviations, amendments, omissions, or additions to the Tender Documents, or qualifications, disclaimers or provisions attached to a Bid (each a “**Deviation**”) may result in the disqualification of the Bid and of the Bidder.
- 4.6.2 the severity of a Deviation and the results thereof, will be determined by the Tender Committee at its discretion.
- 4.6.3 The foregoing does not derogate from the provisions of Section 6.4 (Tender Committee’s Prerogatives with respect to a Deviation) below.

#### **4.7 Language of the Bid**

- 4.7.1 All Bids (and all Parts thereof) shall be submitted in English.
- 4.7.2 Supporting documents and printed materials submitted by a Bidder in any language other than English, should be accompanied by a duly certified translation to English (in accordance with the applicable laws of the jurisdiction in which the applicable Bidder is organized), in which case, for purposes of interpretation, the translation to English shall prevail.

#### **4.8 Validity of the Bids**

- 4.8.1 The Bids shall be valid for a period of six (6) months from the Bid Submission Date (the “**Validity Period**”).
- 4.8.2 During the Validity Period, the Bidders shall not cancel, retrieve, revoke or rescind the Bid by any means or form, including by way of refraining from complying with any requirements or instructions issued pursuant to the provisions of the Tender Documents.
- 4.8.3 If, after the expiry of the Validity Period, the Agreement has not yet been executed by NTA, the Bids shall nevertheless continue to be in effect, unless withdrawn by the Bidder by a written notice to the Tender Committee.

### **5 EVALUATION AND SELECTION OF THE SUCCESSFUL BIDDER**

Without derogating from the Tender Committee’s rights and prerogatives pursuant to this ITB and Law, the Evaluation Process shall be conducted in two (2) stages (each a “**Stage**”) as specified below.

The Tender Committee will proceed to the second Stage of the Evaluation Process only of those Bids which: (i) the Tender Committee deemed to have complied with the requirements of the Tender Documents which are applicable to the first Stage; and (ii) were not otherwise disqualified pursuant to the provisions of this ITB.

During the Evaluation Process and for purposes of the evaluation, review and scoring of the Bids, the Tender Committee may be assisted by its advisors and experts.

## **5.1 Opening of the Tender Box**

The opening of the tender box shall be documented in protocol.

## **5.2 Stage 1 – Parts 1, 2 and 3**

### **5.2.1 Parts 1 and 2:**

The Tender Committee will:

- 5.2.1.1 review the documents submitted as part of Part 1 of the Bid, in order to determine whether such documents have been submitted in compliance with the requirements of the Tender Documents; and
- 5.2.1.2 review and evaluate the documents submitted as part of Part 2 of the Bid in order to determine whether the Bidder and its Key Person meet the Threshold Requirements specified in **Annex C** (Threshold Requirements).

The content of Parts 1 and 2 of the Bid shall not be scored, and the Bid will either “pass” or “fail” the Evaluation Process with respect to Parts 1 and 2.

### **5.2.2 Parts 3:**

- 5.2.2.1 The Tender Committee shall review, evaluate and score the Bidder’s and the Key Person’s experience and capabilities on a scale of zero (0) to one hundred (100) points, according to the evaluation criteria and weights set forth in **Annex D** (Bidder’s and Key Person’s Experience – Submission Instructions, Evaluation Criteria and Scoring Methodology).
- 5.2.2.2 As part of Stage 3, the Tender Committee will also conduct an interview of the Bidder and the Key Person. The Tender Committee reserves the right to conduct the interview as a video conference or to require physical attendance of the interviewees. Notice regarding the form of the interview will be provided by the Tender Committee to the Bidders in due course.
- 5.2.2.3 The score awarded for the Technical Proposal (Professional Experience) (the “TPS”) shall be weighted as 80% of the Final Score.

## **5.3 Stage 2 – Price Proposal (Part 4)**

- 5.3.1 The Tender Committee will open Part 4 of the Bids and review, evaluate and score the Price Proposal, on a scale of zero (0) to one hundred (100) points, according to the evaluation method set forth in **Annex E** (Price Proposal – Submission Instructions and Scoring Methodology).
- 5.3.2 The score awarded for the Price Proposal (the “**PPS**”) shall be weighted as 20% of the Final Score.

#### **5.4 Determination of the Final Score**

The final score awarded to each of the Bidders with respect to the Bid (the “**Final Score**”) will be determined using the following formula:

$$\text{Final Score} = (80\% * \text{TPS}) + (20\% * \text{PPS})$$

#### **5.5 General Provisions Relating to the Evaluation Stages**

- 5.5.1 Subject always to Law, the Tender Committee is not bound to conduct the above Stages of the Evaluation Process consecutively and, at its sole discretion, may conduct them simultaneously, combine Stages or separate components of a Stage into sub-stages.
- 5.5.2 The Tender Committee may provisionally pass any Bidder with respect to the requirements set forth herein or grant a provisional passing score to any Bidder for any of the applicable evaluation criteria, conditionally upon the receipt of all required documentation from such Bidder.

#### **5.6 Successful Bidder**

Upon completion of the Evaluation Process, and without derogating from its rights and prerogatives pursuant to this ITB or Law, the Tender Committee may declare the Bidder whose Bid was awarded with the highest Final Score as the Successful Bidder (the “**Successful Bidder**”). Without derogating from its rights and prerogatives pursuant to this ITB or Law, the Tender Committee is not obligated to select the Bidder with the highest Final Score as the Successful Bidder or to choose any Successful Bidder.

### **6 GENERAL PROVISIONS RELATING TO THE EVALUATION PROCESS**

#### **6.1 General**

Without derogating from any of its rights and prerogatives pursuant to this ITB or Law, in evaluating the Bids:

- 6.1.1 The Tender Committee will decide, at its sole discretion, if and to what extent the information provided by a Bidder is sufficient.
- 6.1.2 Decisions will be reached by the Tender Committee on the basis of substance rather than form. Thus, the Tender Committee may:

- 6.1.2.1 determine that a Bidder has in fact met the evaluation criteria (including the Threshold Requirements), also in the event that: (i) supporting information to this effect is not included in the designated Tender Form but rather in any of the other Tender Forms submitted by the Bidder in its Bid; and/or (ii) supporting documentation is prepared or furnished by the Bidder after the Bid Submission Date (provided however that such documentation proves that the Bidder had met the respective evaluation criteria by the Bid Submission Date);
  - 6.1.2.2 in requests for clarification issued by it, request the demonstration of the applicable requirements by a form of submission other than that which is specified in this ITB, including by providing documents which have been prepared or furnished following the Bid Submission Date;
  - 6.1.2.3 demonstrate compliance with the requirements of the Tender Documents or raise questions and requests for clarifications, based on information available to it (including information provided by any third-party and any publicly available information);
  - 6.1.2.4 accredit the qualifications of one Entity to another, *inter alia*, following a merger, acquisition, restructure or reorganization which was completed prior to the Bid Submission Date.
- 6.1.3 The Tender Committee may, at its sole discretion, make any decision in connection with the interpretation of the submission requirements and/or the evaluation criteria, including, *inter alia*, by ascribing to any submission requirement or evaluation criteria a broad interpretation or an interpretation that is not the most probable linguistically, provided that such interpretation is consistent with the purpose of the evaluation criteria in the overall context of the Tender Documents. Accordingly, the Tender Committee may, at its sole discretion, replace one requirement with another if such replacement requirement fulfills the purpose of the original requirement.

## **6.2 Relying on a Referenced Project which was Executed by a Different Legal Entity**

- 6.2.1 Without derogating from the rights, prerogatives and discretions of Tender Committee (including pursuant to Section 6.1.2.4 above), for the purpose of demonstrating: (i) compliance with the Threshold Requirements specified in Section 2.1 of Annex C; and/or (ii) the Bidder's Experience in accordance with Section 2.1 of Annex D, a Bidder is allowed to present and rely on a referenced project which was executed and managed by another Entity (the "**Reference Entity**"), provided that the Bidder and the Reference Entity comply with the following:
- 6.2.1.1 The Reference Entity is (or was, if already dissolved) a governmental, municipal or statutory corporation, fully owned and held by the applicable government, municipality or state, the purpose of which is/was (as applicable) the initiation, promotion and management, on behalf of the applicable government, municipality or state, of rail based mass transportation facilities;

- 6.2.1.2 The Reference Entity was the Executing Entity of the referenced project, established for the purpose of the implementation thereof;
- 6.2.1.3 Following at least the commencement of tunneling works in the referenced project, the Reference Entity was restructured in such a way that a division, the purpose of which is to provide professional consultancy services to other entities with respect to the development and construction of Metro Lines, was separated therefrom and incorporated as separate legal Entity; and
- 6.2.1.4 Such newly incorporated separate legal Entity is the Bidder.
- 6.2.2 For avoidance of doubt, in the event of reliance on a Reference Entity, the Reference Entity shall be required to demonstrate compliance with all applicable requirements of Section 2.1 of Annex C and Section 2.1 of Annex D, as if it were the Bidder.
- 6.2.3 In the event of reliance on a Reference Entity, the Bidder shall include, in the relevant Tender Forms, details as requested therein with respect to the Reference Entity and the connection between such Reference Entity and the Bidder, including a chart describing the structure of holdings (if applicable).

### **6.3 Requests for Bidders' Clarifications**

- 6.3.1 The Tender Committee may request a Bidder or any other Entity or person to clarify, explain, substantiate, correct, amend, modify, verify, complete, supplement, delete, waive or add provisions, information, document, or any item included in the Bid (including, *inter alia*, to clarify apparent inconsistencies in the Bid Documents or complete missing information) and to submit any additional information, document, clarification, reference etc. which is necessary in the opinion of the Tender Committee for the evaluation of the Bid or any part thereof.

In doing so, the Tender Committee may request a meeting or a presentation.

- 6.3.2 Bidders will comply with the requests of the Tender Committee and will submit all requested clarifications and additional information in the manner and in accordance and compliance with the requirements specified by the Tender Committee.
- 6.3.3 The responses of Bidders to the requests for clarifications issued by the Tender Committee will form an integral part of their Bids. Unless otherwise determined by the Tender Committee, in the event of a discrepancy between the Bid and the response of the Bidder to the requests for clarifications, the response of the Bidder to the requests for clarifications shall prevail.

### **6.4 Request for Presentation**

- 6.4.1 In addition to the Tender Committee's right pursuant to Section 7.2 (Requests for Bidders' Clarifications) above, the Tender Committee reserves the right to request (at the sole discretion) any of the Bidders to hold a presentation of their Bid or any part thereof.

- 6.4.2 The Tender Committee, at its sole discretion, may use information divulged in the presentation for the Evaluation Process. In the event that the information is not compatible, is inconsistent or is in contradiction with the Bidder's Bid, the Bid shall take precedence over the contents of the presentation.
- 6.4.3 Without derogating from any of its rights and prerogatives pursuant to this ITB or Law, the Tender Committee, at its sole discretion, pursuant to the presentation, may: (i) demand that the Bidder clarify or amend any defaults in its Bid; (ii) disqualify the Bid; or (iii) apply any other measures it may deem fit.

## **6.5 Tender Committee's Prerogatives with respect to a Deviation**

- 6.5.1 In any event that a Bid contains a Deviation, the Tender Committee may act as it deems appropriate, including, without limitation, in any one or more of the following ways:
  - 6.5.1.1 Disqualify the Bidder and the Bid;
  - 6.5.1.2 Ignore all or part of a Deviation and, notwithstanding anything stated to the contrary in the Bid, evaluate such Bid without taking into account such Deviation;
  - 6.5.1.3 Deem all or part of a Deviation as a technical error which does not conflict with the principle of equality;
  - 6.5.1.4 Request the Bidder to amend all or part of the Deviations by resubmitting its Bid or any part thereof, by providing a notice of absolution to the Tender Committee, or by any other means deemed necessary in the opinion of the Tender Committee;
  - 6.5.1.5 Amend the Tender Documents, in which case the amendment will apply equally to all of the Bidders and they will all be given the opportunity to resubmit their Bids or any part thereof, all in accordance with the written instructions of the Tender Committee.

The Tender Committee shall be entitled, at its sole discretion, to determine whether or not to act in accordance with any of the alternatives specified in Sections 7.4.1.1-7.4.1.5 above.

- 6.5.2 The Tender Committee shall have the sole discretion to apply the abovementioned alternatives in whole or in part, or in stages, and to treat differently different Deviations within the same Bid or within different Bids. There is no binding preferential order which applies to the alternatives, or which restricts the Tender Committee from exercising its full discretion with respect thereto.
- 6.5.3 The approval of the Tender Committee to correct a certain type of Deviation shall not be deemed as approval to correct any other type of Deviation.
- 6.5.4 In the event that a Bidder refuses to comply with a request of the Tender Committee, without derogating from any of its rights and prerogatives pursuant to this ITB or Law, the Tender Committee may disqualify the Bidder's Bid.



6.5.5 The provisions of this Section 6.3 (Tender Committee's Prerogatives with respect to a Deviation) shall not derogate from any other right granted to the Tender Committee pursuant to the Tender Documents or pursuant to any applicable Law.

## **6.6 No Modification after Bid Submission Date**

A Bid may not be modified after the Bid Submission Date, except as requested by the Tender Committee and approved thereby in accordance with the Tender Documents.

## **6.7 Rejection or Disqualification of the Bid**

Without derogating from the Tender Committee's rights and prerogatives pursuant to this ITB or under Law, the Tender Committee reserves the right:

6.7.1 to unconditionally reject any or all Bids, at any time and any stage, for any reason, without thereby incurring any liability to the affected Bidder or Bidders.

6.7.2 to reject or disqualify any Bid in the event that the Tender Committee is of the opinion that such Bid or any part thereof does not conform to the requirements of the Tender Documents; or if the Tender Committee, at its sole discretion, concludes that the information supplied therein, including, without limitation, information regarding financial strength or technical capabilities, does not accurately reflect the actual ability of the Bidder (or any person or Entity on its behalf) to perform the Services for any reason whatsoever, irrespective of whether the information supplied in the Bid *prima facie* supports a different conclusion.

6.7.3 **Additional Grounds for Disqualification.** Without derogating from the rights and prerogatives of the Tender Committee pursuant to this ITB or Law, the Tender Committee is entitled, but not obligated, to disqualify any Bidder, or impose condition or instruction on its participation in the Tender Process in the following events:

6.7.3.1 Any (i) changes to the Bidder (including change in Control of the Bidder); and/or (ii) replacement of a Key Person; in each case without the prior approval of the Tender Committee, and/or which leads to noncompliance with the Threshold Requirements or to other grounds for disqualification;

6.7.3.2 The commencement of insolvency, bankruptcy, receivership, liquidation or reorganization proceedings against a Bidder, or any similar proceeding which may have the same effect, as determined by the Tender Committee, unless such proceedings are discharged within a reasonable period of time, as determined by the Tender Committee;

6.7.3.3 The commencement of any voluntary action for the liquidation, bankruptcy or cessation of activity by a Bidder;

6.7.3.4 The commencement by a Bidder of proceedings for a merger, reorganization, change of ownership or other analogous proceedings without the prior written approval of the Tender Committee;

- 6.7.3.5 A change in circumstances following which a Bidder has a “going concern notice” or a notice of similar effect, in its most recent Financial Statements;
  - 6.7.3.6 A change in circumstances following which a Key Person shall not be available, capable or able to execute or perform his/her intended role in the provision of the Services;
  - 6.7.3.7 Any engagement of an Advisor by a Bidder or Key Person other than in accordance with the provisions of Section 2.11 (Advisors to the Tender Committee);
  - 6.7.3.8 Non-compliance of a Bidder with the provisions of Section 3.3 (Participation – General Requirements – Bidder) of this ITB (or any of the sub-sections thereof);
  - 6.7.3.9 Non-compliance of a Key Person with the provisions of Section 3.4 (Participation – General Requirements – Key Personnel) of this ITB (or any of the sub-sections thereof);
  - 6.7.3.10 In the event that a Bidder, an Interested Party thereof or a director or officer holder thereof (including individuals) has been indicted or convicted of, or has criminal proceedings conducted against it in connection with: (i) an Offence; or (ii) any offence which might result in an any material or adverse change in its business; or (iii) any offence concerning grave professional misconduct; or (iv) any offence concerning fraud and breach of faith; or (v) any other offence which, in the opinion of the Tender Committee, effects its integrity and/or credibility;
  - 6.7.3.11 Any material change in, or exceptional circumstances with respect to a Bidder or Key Person, which, in the Tender Committee’s opinion, may hinder its participation in the Tender Process, or its involvement in the Services;
  - 6.7.3.12 Any material breach of the provisions of the ITB including but not limited to any presentation or undertaking thereof and including the submission of any false, incomplete, or misleading information to the Tender Committee or the coordination of the Bid with other Bidders;
  - 6.7.3.13 Any other reason for which the Tender Committee deems that a Bidder or Key Person will not be capable of performing the Services should the Bidder be announced a Successful Bidder, or any other event or exceptional circumstances which the Tender Committee may consider (at its sole discretion), as justifying disqualification, or conditioning or limiting the further participation, of a Bidder or Key Person.
- 6.7.4 The Bidders are required to notify the Tender Committee of the existence, during the Tender Process, of any of the events described in Section 6.5.3, (Additional Grounds for Disqualification) within a reasonable period of time under the circumstances.

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

## 6.8 Intended Decision

In the event that the Tender Committee intends to disqualify a Bid submitted by a Bidder or otherwise imposes conditions or restrictions with respect to its participation or the participation of its Key Person in the Tender Process pursuant to the provisions of Section 6.5 (Rejection or Disqualification of the Bid) above, the Tender Committee will allow such a Bidder to present its case with respect to such intended decision. Notwithstanding the above, the Tender Committee shall not be obligated to allow the Bidder to present its arguments where the Law does not oblige it to do so.

## 6.9 Identification of Sensitive and Classified Information and Disclosure of Documents

- 6.9.1 Without derogating from the generality of the provisions of sub-regulation 21(e) of the Regulations (and the discretion granted thereunder to the Tender Committee), Bidders shall detail, within **Tender Form “1”**, in a clear, complete and legible manner all information contained in their Bids, which they consider to be of a sensitive or confidential nature and which, in their opinion, should not be disclosed to other Bidders (a request with respect to **“Privileged Information”**), and the reasons for such assertion of confidentiality for each of the items identified as such.
- 6.9.2 The Price Proposal shall not be deemed to constitute Privileged Information, notwithstanding its classification as such by the Bidder.
- 6.9.3 The Tender Committee shall evaluate, as it deems necessary, the requests with respect to Privileged Information submitted by each of the Bidders. The decision of the Tender Committee with respect thereto will be issued to the Bidder.
- 6.9.4 If a Bidder did not identify parts of its Bid as being of a commercially sensitive or confidential nature, the Tender Committee will not be required to consider or determine the nature of such and shall be entitled to disclose such part.
- 6.9.5 If a Bidder identified parts of its Bid as being of a commercially sensitive or confidential nature (**“Privileged Information”**), such Bidder:
- 6.9.5.1 will not be entitled to claim that the other parts of its Bid (which have not been identified by it as Privileged Information) are of a commercially sensitive or confidential nature and cannot be reviewed by other Bidders; and
  - 6.9.5.2 will not be entitled to review the Privileged Information or information which is of the same type or character as the Privileged Information in the Bids of other Bidders, unless otherwise determined by the Tender Committee.

- 6.9.6 The foregoing shall apply: (i) even if a Bidder did not submit any request with respect to Privileged Information; and (ii) even if the request of a Bidder with respect to Privileged Information was rejected by the Tender Committee; and (iii) even if the Tender Committee will decide to apply its decision with respect to information it considers to be of a commercially sensitive or confidential nature (in a consistent manner) with respect to all Bids (even if not specifically requested to apply such measures by a particular Bidder).
- 6.9.7 Only following the announcement of the Successful Bidder, and after the conclusion of the decision-making processes specified above by the Tender Committee, the Bidders shall be entitled to review the relevant protocols of the Tender Committee in connection with the selection process and the Bids submitted by the Successful Bidders, in accordance with Sub-regulations 21(e)-21(f) of the Tender Regulations.
- 6.9.8 The foregoing review by a Bidder may be for a fee in the amount determined by the Tender Committee.

## **7 DISCRETION OF THE TENDER COMMITTEE AND AWARD**

### **7.1 Reservation of Rights**

- 7.1.1 The Programme is a challenging and complex project with unique characteristics, technical features, restrictions and execution restrains. The Programme is of significant importance to the development of the public transportation service in Israel and for the welfare of the residents of and commuters to and from the metropolitan area.
- 7.1.2 Without derogating from the foregoing:
- 7.1.2.1 The issuance of this ITB is not intended to guarantee the procurement by NTA of the Services or any part thereof
- 7.1.2.2 NTA and the Tender Committee reserve the right not to proceed with this Tender Process or any part thereof and may terminate or cancel this ITB or any other proceedings which are conducted with respect thereto, at any time, as shall deem appropriate thereby (including following the announcement of the Successful Bidders).
- 7.1.3 NTA, the Tender Committee and anyone on their behalf shall not be responsible in any respect for any loss or damage whatsoever suffered by a Bidder and anyone on its behalf, by reason of the cancellation or termination of this ITB or the Tender Process.
- 7.1.4 NTA, the Tender Committee or anyone on their behalf may publish a new tender with respect to the Services or any part thereof, which may include the same, similar or other requirements and may, or not, invite any Entity or Bidder to take part in such process or obtain the Services or any part thereof, in any other way as shall be deemed appropriate by NTA or the Tender Committee.

- 7.1.5 **Prerogatives of NTA and the Tender Committee.** Without derogating from any other provision herein, subject always to Law, the Tender Committee reserves the right to act upon any of the following prerogatives:
- 7.1.5.1 to add, require, determine or amend, at its sole discretion and at any stage of the Tender Process (including after the evaluation of the Bids), any of the terms or requirements of the Tender Documents, including, without limitation, to waive at any time any provision of the Tender Documents, including any professional provision of the Threshold Requirements;
  - 7.1.5.2 to determine additional professional requirements and/or financial requirements or any other requirements it deems necessary under the circumstances;
  - 7.1.5.3 to re-examine Bids (or parts thereof) that have already been reviewed by the Tender Committee and to modify or nullify decisions that have already been taken by the Tender Committee;
  - 7.1.5.4 to allow Bidders to amend their Bid, or any part thereof; and/or
  - 7.1.5.5 to not select the Bids with the lowest Price Proposal.
- 7.1.6 The Tender Committee may exercise one or more of its rights under the Tender Documents and Law, any number of times during the Tender Process (including during the Evaluation Process and following the announcement of the Successful Bidders), and in any constellation.
- 7.1.7 The Tender Committee may decide, at its sole discretion, whether to exercise or refrain from exercising any of its rights and prerogatives under the Tender Documents and Law.

## 7.2 Reservation of Rights to Negotiate

- 7.2.1 Without derogating from its rights and prerogatives pursuant to this ITB or Law, the Tender Committee reserves the right to conduct negotiations with any or all of the Bidders, at any stage of the Tender Process, including, during the Evaluation Process of the Bids.
- 7.2.2 The negotiations conducted (if any) shall be conducted in compliance with Law, and in accordance with procedures which will be determined by the Tender Committee. The Tender Committee, at its sole discretion, will be entitled to negotiate simultaneously with more than one of the Bidders, and to cease and reinstate any negotiations.
- 7.2.3 **Best and Final.** Without derogating from the foregoing, the Tender Committee, at its sole discretion, will be entitled to solicit best and final offers from: (i) Bidders; and/or (ii) Bidders participating in negotiations and/or (iii) Bidders submitting re-Bids, as the case may be, at Tender Committee's sole discretion. The best and final offers, if submitted, shall be submitted in accordance with specific instructions which will be issued by the Tender Committee.

## 7.3 Second Ranked Bidder

- 7.3.1 Following the selection of the Successful Bidder, the Tender Committee shall be entitled (but not obliged) to select and announce the Bidder whose Bid was awarded with the second highest ranked Final Score as the second ranked bidder (the “**Second Ranked Bidder**”).
- 7.3.2 In the event that a Second Ranked Bidder was announced, the Tender Committee may request that the Bid of such Second Ranked Bidder remain valid for a period which shall not exceed three (3) months as of the date of the announcement of the Successful Bidder (“**Validity Period (Second Ranked Bid)**”).
- 7.3.3 In the event that:
- 7.3.3.1 the Agreement between NTA and the Successful Bidder is not executed;
  - 7.3.3.2 the Successful Bidder fails to fulfill any of the Successful Bidder’s obligations following award of the Tender, as detailed in Section 8.2 (Post Award Requirements – Preconditions for the Execution of the Agreement) below; or
  - 7.3.3.3 the Successful Bidder breaches the Agreement which leads to the termination thereof by NTA,

NTA shall be entitled to terminate the Agreement (if executed) and the Tender Committee shall be entitled to revoke its decision regarding the selection of the Successful Bidder and to award the Tender to the Second Ranked Bidder. The decision of the Tender Committee concerning this issue shall be made in accordance with the internal procedures and subject to all Laws.

- 7.3.4 Notwithstanding the aforementioned, and without derogating from its rights and prerogatives pursuant to this ITB or Law, upon failure of the Successful Bidder to sign the Agreement, the Tender Committee reserves the right not to sign the Agreement with the Second Ranked Bidder or any other Bidder, and to procure the Services or any part thereof from any other supplier(s), or to conduct a new bidding procedure or publish a new tender.

## **8 TENDER AWARD**

### **8.1 Notification of Successful Bidder**

- 8.1.1 Pursuant to the provisions of this ITB, and subject to the successful completion of various internal procedures and requirements of NTA, the Tender Committee shall notify the Successful Bidder in writing that its Bid has been accepted and shall invite the Bidder to sign the Agreement and any other relevant document, within thirty (30) Days after delivery of the notification letter, or any other date set forth in the Tender Committee’s notification letter (the “**Letter of Award**”).
- 8.1.2 The Letter of Award shall not constitute a valid or binding contract between the parties. The validity of the Agreement shall be subject to the fulfillment of all the preconditions set forth in Section 8.2 (Post Award Requirements – Preconditions for the Execution of the Agreement) and various internal procedures and requirements of NTA, and shall not enter into force until duly signed by NTA.

**8.2 Post Award Requirements – Preconditions for the Execution of the Agreement**

- 8.2.1 The Successful Bidder shall be required, within the time period set forth in the Letter of Award, and as a precondition for the execution of the Agreement, to furnish to NTA the Certificate of Insurance signed by the insurers or brokers in accordance with the Agreement.
- 8.2.2 Furthermore, the execution of the Agreement, by the authorized signatories of NTA, shall be conditioned upon:
  - 8.2.2.1 the required approval of the budget for the Services and\or the Agreement (the receipt of which is not guaranteed), and the Successful Bidder and anyone on its behalf shall have no claim against NTA, the Tender Committee and anyone on their behalf in this respect, including with respect to the reimbursement of costs and expenses or other compensation with respect thereto; and
  - 8.2.2.2 the Successful Bidder’s compliance with any conditions, limitations or restrictions imposed by the Tender Committee which relate to security considerations (including national security).



**ANNEX A**  
**DEFINITIONS**

<b>“Addenda”</b>	Shall have the meaning ascribed thereto in Section 2.9 (Addenda) of this ITB.
<b>“Advisors”</b>	Shall have the meaning ascribed thereto in Section 2.11.2 of this ITB.
<b>“Agreement”</b>	Shall mean the Agreement for the provision of the Services by the Consultant, including all of its appendices, as contained in Volume 2 (as may be amended from time to time by the Tender Committee in accordance with the provisions of this ITB).
<b>“Authorized Representative”</b>	Shall have the meaning ascribed thereto in Section 3.6 of this ITB.
<b>“Bid Submission Date”</b>	Shall have the meaning ascribed thereto in Section 5.8.1 of this ITB.
<b>“Bid”</b>	Shall mean the complete written bid (including all parts thereof), which will be submitted by the Bidder pursuant to the Tender Process in accordance with the terms and conditions of the Tender Documents.
<b>“Bidder”</b>	Shall have the meaning ascribed thereto in Section 3.1 (The Bidder) of this ITB.
<b>“Commercially Operating” or “Commercial Operation”</b>	Shall mean a project or part of a project which is operational, providing services (or products, as applicable), to members of the public.



<b>“Completion” or “Completed”</b>	<p>Shall mean the delivery of a referenced project to its client, or the commencement of part of the project for operation in accordance with its intended use.</p> <p>For purpose of this definition, any of the following shall be considered as “delivery of a referenced project to its client”:</p> <ul style="list-style-type: none"> <li>(i) Approval by the client of the final payment invoice with respect to the execution of the project (to the contractor executing the project);</li> <li>(ii) Issuance by the client of a final acceptance certificate or a provisional acceptance certificate (to the contractor executing the project); or</li> <li>(iii) Signed confirmation by the client regarding the completion of all project works (issued to the contractor executing the project).</li> </ul>
<b>“Consultancy Branch”</b>	<p>Shall mean a dedicated branch, department or division in the organizational structure of the Bidder, or a Subsidiary thereof, the purpose of which is to provide professional consultancy services to other entities with respect to the development and construction of Metro Lines.</p>
<b>“Consultancy Firm”</b>	<p>Shall mean an Entity, the purpose of which is to provide professional consultancy services to other entities with respect to the development and construction of Metro Lines.</p>
<b>“Control”</b>	<p>Shall have the meaning ascribed thereto in the Securities Law 1968.</p>
<b>“Declared Entity”</b>	<p>Shall mean an entity: (i) declared pursuant to Section 3 and/or Section 9 of the Law for the Struggle with Iran’s Nuclear Program from 2012; and/or (ii) declared pursuant to Section 3 and/or 4 of Law for the Prevention of Distribution and Financing of Weapons of Mass Destruction from 2018; (iii) listed by the Israeli Sanctions Administration (“מטה הסנקציות”) according to any applicable Law.</p>
<b>“Depot”</b>	<p>Shall mean a work shop for light and heavy maintenance.</p>
<b>“Deviation”</b>	<p>Shall have the meaning ascribed thereto in Section 5.2.1 of this ITB.</p>
<b>“Entity”</b>	<p>Shall mean any corporation, company partnership, recognized by law within its domicile, excluding individuals.</p>

<b>“Evaluation Process”</b>	Shall mean the process conducted by the Tender Committee for the examination and evaluation of the Bids, commencing upon Bid Submission Date and ending upon the announcement of a Successful Bidder as such process is defined in Section 1.4 (Description of the Tender Process and Anticipated Schedule) of this ITB.
<b>“Executing Entity”</b>	Shall mean a public sector enterprise nominated by the ultimate Owner of a referenced project (if such ultimate Owner is a municipality, government or state) as the entity responsibly and accountable, on behalf of such ultimate Owner, for the management and execution of all aspects and stages of the referenced project (including the design thereof), bearing full responsibility and accountability (on behalf of the applicable state, government or municipality) for the implementation thereof.
<b>“Final Date for Submission of Request(s) for Clarification(s)”</b>	Shall have the meaning ascribed thereto in Section 1.4 (Description of the Tender Process and Anticipated Schedule) of this ITB.
<b>“Final Score”</b>	Shall have the meaning ascribed thereto in Section 6.6 (Stage 5 – Determination of the Final Score) of this ITB.
<b>“Financial Statement(s)”</b>	Shall mean, for each Entity:  (i) its audited consolidated financial statement which includes a report signed by the external auditor of the Entity; or, in the absence thereof (ii) its audited solo financial statement which includes a report signed by the external auditor of the Entity.
<b>“Implementation Stage”</b>	Shall mean, with respect to a Metro Line Project, any stage which is later than the Project’s feasibility study stage and earlier than its operation phase (e.g., preliminary design stage, detailed design stage, execution (construction) stage).
<b>“Interested Party”</b>	Shall mean with respect to <b>Entity<sub>1</sub></b> : (a) any Entity or individual directly holding at least 5% of any of the Means of Control of <b>Entity<sub>1</sub></b> (in this definition: “ <b>Entity<sub>2</sub></b> ”); (b) any Entity or individual Effectively holding at least 70% of any of the Means of Control of <b>Entity<sub>2</sub></b> ; (c) the CEO of Entity <sub>1</sub> ; or (d) any of the directors of Entity <sub>1</sub> .
<b>“Invitation to Bid” or “Invitation”, “ITB”</b>	The Invitation to Bid in the Tender Process, which is included in Volume 1, including all appendices thereto.
<b>“Key Person”</b>	Shall have the meaning ascribed thereto in Section 3.2 (The Key Person) of this ITB.

<b>“Law(s)”</b>	Shall have the meaning ascribed thereto under the Agreement.
<b>“Letter of Award”</b>	Shall have the meaning ascribed thereto in Section 9.1 of this ITB.
<b>“Line Managers”</b>	Shall have the meaning ascribed thereto in Section 1.1 of this ITB.
<b>“Means of Control”</b>	Shall have the meaning ascribed thereto in the Securities Law 1968.
<b>“Metro” or “Metro Line(s)”</b>	Shall mean a rail based electric mass transit system, including the associated facilities required for the supply of transportation services along a Track or Tracks in an urban environment, including any extension thereof.
<b>“Metro Line Project”</b>	Shall mean a project for the development and execution of a Metro Line. for avoidance of doubt, a project for the renewal, renovation or modernization of an existing Metro Line shall not be considered a “Metro Line Project”.
<b>“Network Manager”</b>	Shall have the meaning ascribed thereto in Section 1.1 of this ITB.
<b>“Offence”</b>	Shall mean criminal offences included in Chapters 7 (National Security, Foreign Relations and Official Secrets), 8 (Offences against the Public Order and the Society), 9 (Offences against the Government and the Law) and 10 (Bodily Harm) of the Penal Code 1977, Criminal offences in Sections 384A, 402, 413E, 415, 418, 423, 425, 427, 428 and 456 of the Penal Code 1977, offences under the Economic Competition Law 1988, offences under the Securities Law 1968, offences under the Prohibition on Money Laundering Law 2000, offences under the Planning and Building Law 1965 or any other criminal offence which may result in a prison sentence of at least one (1) year, or if the Entity or any office holder or representative thereof is not a citizen or a resident of the State of Israel, analogous offences committed under the laws of its domicile, provided that if the applicable Entity and/or person have been convicted, the conviction for such offence (committed in Israel or outside of Israel) was given during the seven (7) years preceding the Bid Submission Date.

<b>“Owner”</b>	Shall mean a governmental, metropolitan or municipal office, authority, branch or company (as the case may be) which ultimately owns the referenced project, bearing full responsibility and accountability (on behalf of the applicable state, government or municipality) for the implementation thereof.
<b>“Price Proposal”</b>	Shall mean the price proposal for provision of the Services, submitted as part of the Bid, prepared by the Bidder in compliance with the instructions of this Invitation, including the pricing conditions offered by a Bidder in accordance with the provisions of <b>Annex E</b> (Price Proposal - Submission Instructions and Scoring Methodology) of this ITB.
<b>“Privileged Information”</b>	Shall have the meaning ascribed thereto in Section 7.8.5 of this ITB.
<b>“Programme”, “Network” or “Metro Network Programme”</b>	Shall have the meaning ascribed thereto in Section 1.1 of this ITB.
<b>“Regulations” or “Tender Regulations”</b>	Shall mean the Mandatory Tender Regulations 1993, as amended from time to time.
<b>“Related Entity”</b>	Shall have the meaning ascribed to such term (“גורם קשור”, including derivatives thereof), pursuant to: (i) the Law for the Struggle with Iran’s Nuclear Program from 2012; and/or (ii) the Law for the Prevention of Distribution and Financing of Weapons of Mass Destruction from 2018.
<b>“Request(s) for Clarification(s)”</b>	Shall have the meaning ascribed thereto in Section 2.8.1 of this ITB.
<b>“Services”</b>	Shall have the meaning ascribed thereto in the Agreement.
<b>“Subsidiary”</b>	Shall mean company or a partnership in which the relevant Entity directly holds 50% or more of the shares, all partnership interests and of all other Means of Control.
<b>“Successful Bidder”</b>	The Bidder selected by the Tender Committee pursuant to the provisions of Section 6.8 (Successful Bidder) of this ITB.
<b>“Tender Committee”</b>	Shall mean the committee appointed by NTA in order to manage the Tender Process.
<b>“Tender Documents”</b>	All the documents issued by the Tender Committee, as listed and identified in Section 1.6 (Tender Documents) of this ITB.
<b>“Tender Forms”</b>	All forms included in Volume 1.

<b>“Tender Process”</b>	Shall have the meaning ascribed thereto in Section 1.4 (Description of the Tender Process and Anticipated Schedule) of this ITB.
<b>“Tender”</b>	Shall mean the tender process commencing upon the issuance of the ITB and ending upon the award of the Agreement.
<b>“Threshold Requirement(s)”</b>	<p>Shall mean the requirements specified in Section 2.1, 2.3, 2.5, 2.7 and 3.1 of <b>Annex C</b> (Threshold Requirements) of this ITB.</p> <p>For the avoidance of doubt, the form of submission referenced in each of the applicable Sections within <b>Annex C</b> (Threshold Requirements), shall not be deemed as a Threshold Requirement.</p>
<b>“Track(s)”</b>	<p>Shall mean the rail track(s) on which any rail transport runs.</p> <p>For purposes of demonstrating the kilometer requirements specified in the applicable Threshold Requirements: (i) a twin track (or greater) shall be deemed to constitute and shall be counted as one (1) single track (i.e., 2 km of “twin tracks” will be counted as 2 km and not 4 km); and (ii) any Tracks in the Depot shall be reduced from the km cumulation.</p>
<b>“Underground Intersecting Station”</b>	Shall mean an underground Station shared by two (2) or more separate Metro Line routes, allowing passengers to change from one route to another or between transport modes.
<b>“Underground Station”</b>	Shall mean an underground point along the alignment of a Metro system where passengers may board and disembark from trains, including any and all facilities and structures thereon and thereat.
<b>“Validity Period”</b>	Shall have the meaning ascribed thereto in Section 5.10.1 of this ITB.



## **ANNEX B**

### **LIST OF ADVISORS TO THE TENDER COMMITTEE**

Pursuant to the provisions of Section 2.11 (Advisors to the Tender Committee) of the ITB, and without derogating from the mechanisms detailed therein, the following is the list of the Advisors:

<b>No.</b>	<b>Name of Advisor</b>
1.	Yigal Arnon – Tadmor Levy
2.	Manof LTD
3.	Metav – Egis Rail SA
4.	Gadish Engineering Company Ltd.
5.	Egis Rail



## ANNEX C

### THRESHOLD REQUIREMENTS

#### 1. Definitions

All capitalized terms used in this **Annex C** (Threshold Requirements) and not defined herein shall have the definitions ascribed to them in Annex A (Definitions) of the ITB.

#### 2. Part A – Bidder Threshold Requirements

Each Bidder is required to demonstrate compliance with all of the following Professional Threshold Requirements:

##### 2.1 **Experience in Development Management, Design Management and Construction Management of Metro Projects**

Each Bidder is required to demonstrate that it was responsible and accountable, as an Owner or as an Executing Entity, for the execution and management of at least one (1) Metro Line Project (including all aspects and stages thereof), which complies with the following:

- (i) it was Completed on or after January 1, 2010; and
- (ii) it includes an underground section of at least five (5) km; and
- (iii) it includes at least two (2) Underground Stations; and
- (iv) it includes at least one (1) Underground Intersecting Station.

2.2 **Form of Submission.** In order to demonstrate compliance with Section 2.1 (Experience in Development, Design and Construction Management of Metro Project) above, the Bidder shall complete, execute and submit **Tender Form “5”**.

Each Bidder is permitted (but is not obligated) to present more than one (1) Metro Line Project (but in any event no more than two (2) Metro Line Projects), provided that each such Metro Line Project complies with all applicable requirements specified hereinabove.

##### 2.3 **Experience in the Provision of Consultancy Services**

Each Bidder is required to demonstrate that it is a Consultancy Firm or has a Consultancy Branch, and has provided (itself, if it is a Consultancy Firm; or through its Consultancy Branch, if it is not) professional consultancy services outside its jurisdiction to at least one (1) Owner or Executing Entity of a Metro Line Project during its Implementation Stage for at six (6) months between January 1, 2010 and the Bid Submission Date.

2.4 **Form of Submission.** In order to demonstrate compliance with Section 2.3 (Experience in the Provision of Consultancy Services) above, the Bidder shall complete, execute and submit **Tender Form “6”**.

Each Bidder is permitted (but is not obligated) to present more than one (1) Metro Line Project (but in any event no more than three (3) Metro Line Projects), provided that each such Metro Line Project complies with all applicable requirements specified hereinabove.

## 2.5 Experience in Primary Disciplines

Each Bidder is required to demonstrate that it has Experience in all of the following disciplines:

- (i) Institutional, corporate and programme governance
- (ii) Project set-up, project delivery staging and functional strategy development
- (iii) Business Case, finance, and budgeting
- (iv) Procurement of major project
- (v) Land value capture and transit-oriented development (LVC/TOD)
- (vi) Capacity building
- (vii) Social value
- (viii) Project policy, strategic requirements
- (ix) Acting as “critical friend”, expert reviewer and providing expert challenge and oversight

For the purpose of this Threshold Requirement, “**Experience**” in a specific discipline means that the Bidder has either:

- (a) dealt with such discipline, in the execution of a project presented pursuant to in Section 2.1 above (provided that such project complies with the applicable requirements specified under Section 2.1 above); and/or
- (b) provided professional consulting services with respect to such discipline, to the Owner or Executing Entity in a Metro Line Project.

For avoidance of doubt, a Bidder is not obligated to present experience in all the foregoing disciplines in a single project and may present experience in some disciplines in one project and other disciplines in another project or in several other projects, provided that all referenced projects (combined) include all of the above-listed disciplines.

2.6 **Form of Submission.** In order to demonstrate compliance with Section 2.5 (Experience in Primary Disciplines) above, the Bidder shall complete, execute and submit **Tender Form “7”**.

## 2.7 Key Person Experience

Each Bidder is required to demonstrate that its proposed Key Person complies with all of the following requirements:



- (i) He/she possesses an academic degree in one or more of the following subjects: engineering, project/construction management, architecture or science; and
- (ii) He/she has at least fifteen (15) years of experience in his/her profession.
- (iii) During the period commencing on January 1, 2010 and ending on the Bid Submission Date, he/she was actively and continuously involved for a period of at least two years (2) in: (a) the execution and management of at least one (1) Metro Line Project; and/or (b) the provision of professional consultancy services to at least one (1) Owner or Executing Entity of a Metro Line Project.

The Metro Line project presented pursuant to (iii)(a) or (iii)(b) above must comply with the following:

- (1) it was Completed on or after January 1, 2010; and
- (2) it includes an underground section of at least five (5) km; and
- (3) it includes at least two (2) Underground Stations; and
- (4) it includes at least one (1) Underground Intersecting Station; and
- (5) it includes a Depot.

- 2.8 **Form of Submission.** In order to demonstrate compliance with Section 2.7 (Key Person Experience) above, the Key Person shall complete, execute and submit **Tender Form “8”**.

The Key Person is permitted (but is not obligated) to present more than one (1) Metro Line Project (but in any event no more than three (3) Metro Line Projects), provided that each such Metro Line Project complies with all applicable requirements specified hereinabove.

### **3. Part B – Financial Threshold Requirements**

- 3.1 Each Bidder is required to demonstrate that its most recent Financial Statements do not include a “going concern notice” or a notice of a similar effect.
- 3.2 **Form of Submission.** In order to demonstrate compliance with Section 3.1 above, the Key Person shall complete, execute and submit **Tender Form “9”**.



## ANNEX D

### **BIDDER'S AND KEY PERSON'S EXPERIENCE – SUBMISSION INSTRUCTIONS, EVALUATION CRITERIA AND SCORING METHODOLOGY**

#### **1. GENERAL**

1. The Tender Committee will evaluate the professional experience of the Bidder and its proposed methodology with respect to the provision of the Services by analyzing the overall information included in **Tender Forms “10”, “11” and “12”** in accordance with this **Annex D**.
2. With respect to Section 2.3 (Strategy Document) below, the Bidder will submit a document between fifteen (15) and thirty (30) pages, which describes the Bidder's proposed strategy with respect of one (1) of the referenced project presented thereby pursuant to: (i) Section 2.3 (Experience in the Provision of Consultancy Services ) of Annex C (Threshold Requirements) or (ii) Section 2.2 of this Annex D (Bidder's and Key Person's Experience – Submission Instructions, Evaluation Criteria and Scoring Methodology), including at least the following issues: (i) procurement strategy, (ii) delivery strategy, (iii) overall project strategy, (iv) dilemmas encountered and resolved, and (v) lessons learned (the **“Strategy Document”**).

## 2. EVALUATION AND SCORING METHODOLOGY

The Tender Committee shall evaluate and determine the score of the Bidder's Technical Proposal (Professional Experience) on a scale of zero (0) to one hundred (100) points, according to the following evaluation criteria and scoring methodology:

Evaluation Criteria\ Scoring Methodology	Maximum Score
<b>Experience of the Bidder</b>	
<p>2.1 If the referenced project presented by the Bidder pursuant to Section 2.1 (Experience in Development, Design and Construction Management of Metro Line Project) of Annex C (Threshold Requirements) complies with the one or more of the following requirements, the Bidder shall be awarded the points allocated to each such requirement below:</p> <ul style="list-style-type: none"> <li>(a) If the Metro Line Project is Commercially Operating (as at the Bid Submission Date) – 4 points;</li> <li>(b) If the Metro Line Project includes an underground section of at least ten (10) km – 4 points;</li> <li>(c) If the Metro Line Project includes at least seven (7) Underground Stations – 4 points;</li> <li>(d) If the Metro Line Project includes at least three (3) Underground Intersecting Stations – 4 points;</li> <li>(e) If the Metro Line Project includes a Depot – 4 points.</li> </ul> <p>For avoidance of doubt, although the Bidder may present up to two (2) referenced projects, it may only be awarded with points with respect to one (1) of which.</p> <p>If the Bidder presented two (2) referenced projects and each of them would have awarded the Bidder with a different amount of points, the Bidder will be awarded with the points pursuant to the higher of the two.</p>	<b>20 Points</b>
<p>2.2 For each Metro Line Project outside the Bidder's jurisdiction, in which the Bidder (itself, if it is a Consultancy Firm; or through its Consultancy Branch, if it is not) has provided the Owner or Executing Entity with consultancy services (in one or more of the disciplines specified in Section 2.5 (Experience in Primary Disciplines) of Annex C (Threshold Requirements)) between January 1, 2010 and the Bid Submission Date, the Bidder will be awarded 15 points; provided that the Bidder may not be awarded more than 30 points under this section.</p>	<b>30 Points</b>

<p>For the purpose of this section: (a) the Bidder <u>may not</u> present more than three (3) projects; and (b) the Bidder will not be awarded with points in respect of the referenced project by which the Bidder has successfully demonstrated compliance with the Threshold Requirements specified in Section 2.3 (Experience in the Provision of Consultancy Services) of Annex C (Threshold Requirements).</p>	
<b>Strategy Document</b>	
<p>2.3 The Tender Committee will evaluate the Bidder’s Strategy Document, and, at its sole discretion, may award the Bidder up to twenty (20) points, pursuant to the following evaluation criteria:</p> <ul style="list-style-type: none"> <li>(i) Level of details and clarity – up to 6 points;</li> <li>(ii) Bidder added value as a consultant – up to 6 points;</li> <li>(iii) Comprehensiveness of the approach presented – up to 6 points;</li> <li>(iv) visual and illustrative quality of presentation – up to 2 points.</li> </ul>	<b>20 points</b>
<b>Interview Workshop and General Impression</b>	
<p>The Tender Committee will conduct an interview with the Bidder’s representatives, including: (i) the Bidder’s proposed Key Person; (ii) two (2) additional representatives which are the Bidder’s designated experts with respect to two (2) or more of the topics described in Section 2 of Appendix 1 (Scope of Work) of the Agreement; (iii) a commercial executive/manager on the Bidder’s behalf; and (iv) another representative (optional).</p> <p>The interview shall be conducted on the date(s) determined by the Tender Committee and pursuant to the instructions which will be issued thereby to the Bidders.</p> <p>In the interview, the Bidder will be expected to present: (i) itself; (ii) its Strategy Concept; and (iii) its Key Person. For each such part of the presentation, the Bidder may be awarded with up to ten (10) points (maximum of thirty (30) points for this section).</p> <p>Points will be awarded by the Tender Committee at its sole discretion, based on its impression of the presentation and performance of the Bidder’s representatives in the interview.</p> <p>Without derogating from the generality of the foregoing or from the Tender Committee’s discretion:</p> <p>(a) In evaluating the Bidder’s presentation of itself, the Tender Committee will take into consideration, <i>inter alia</i>, the Bidder’s professional expertise (in terms of the number and relevance of disciplines which the Bidder and the Bidder’s representatives present at the interview are proficient in) and the Bidder’s consulting experience (in terms of the number and relevance of projects in which the Bidder has provided professional consulting services).</p>	<b>30 points</b>

<p>(b) In evaluating the presentation of the Bidder's Key Person, the Tender Committee will take into consideration, <i>inter alia</i>, the number and relevance of projects in which the Key Person has provided professional consulting services, the Key Person's years of experience, the Key Person's field of expertise (and its relevance to the Project) and its general impression of the Key Person.</p> <p>(c) In evaluating the presentation of the Bidder's Strategy Concept, the Tender Committee will take into consideration, <i>inter alia</i>, the quality and clarity of the presentation.</p> <p>(d) In its evaluation in general (with respect to any and all evaluation criteria), the Tender Committee will take into consideration, <i>inter alia</i>, the quality of the Bidder's, the Key Person's and the Bidder's additional representatives' responses to the Tender Committee's questions during the interview.</p>	
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## ANNEX E

### PRICE PROPOSAL – SUBMISSION INSTRUCTIONS AND SCORING METHODOLOGY

#### 1. Submission Instructions

- 1.1. Bidders are requested to complete **Tender Form “13”** (Price Proposal) in accordance with the instructions detailed therein and the following instructions:
- 1.2. The Bidders’ Price Proposal should be based on the data included in **Tender Form “13”** (Price Proposal).
- 1.3. All prices presented in **Tender Form “13”** (Price Proposal) are in NIS, exclusive of VAT, in real value true to Bid Submission Date.
- 1.4. All figures within **Tender Form “13”** (Price Proposal) (i.e. the rate of addition or discount) shall be quoted numerically in integers (i.e., without any digits after the decimal point).

If, notwithstanding the foregoing, the Bidder quoted a figure using decimal points, the Tender Committee may, at its sole discretion: (i) disqualify the Bid and the Bidder; (ii) round the figure down (if the digit in the tenths place is smaller than five (5)) or up (if the digit in the tenths place is five (5) or bigger); or (iii) request the Bidder to clarify its Bid and accept or reject such clarification.

- 1.5. Notwithstanding the foregoing, the figures in **Tender Form “13”** (Price Proposal) (i.e. the rate of addition or discount) shall be quoted both numerically and in words. In the event of contradiction between the figures quoted in words and the figures quoted numerically, the Tender Committee may, at its sole discretion: (i) disqualify the Bid and the Bidder; (ii) request the Bidder to clarify its Bid and accept or reject such clarification; or (iii) for the purpose of determining the Successful Bidder, take into consideration the higher of the figures (i.e., the lower discount rate or the higher rate of addition, as applicable) and for the purpose of the Agreement (if and to the extent the Bidder is declared as the Successful Bidder), take into consideration the lower of the figures (i.e., the higher discount rate or the lower rate of addition, as applicable)..
- 1.6. The Bidder shall not leave any item without indicating a proposed rate. If, notwithstanding the foregoing, the Bidder left an item without indicating a proposed rate, the Tender Committee shall deem the rate or value of such item to be “0”.

#### 2. Scoring Methodology

The score awarded for the Price Proposal (“**PPS**”) will be graded in the range of 0-100 and calculated according to the following formula:

$$PPS = \left( \frac{15\% - D \text{ retainer}}{45\%} \right) \times 60 + \left( \frac{15\% - D \text{ price list}}{45\%} \right) \times 40$$

PPS – Price Proposal score

D retainer – Discount (negative value limited to -30%) or addition (positive value up to +15%) proposed by the Bidder to the Basic Monthly Rate pursuant to Section 6 of Tender Form “13” (Price Proposal).

D price list = Discount (negative value limited to -30%) or addition (positive value up to +15%) proposed by the Bidder to the Basic Hourly Rate pursuant to Section 7 of Tender Form “13” (Price Proposal).

**Tender 019/2022**

**TENDER**

**FOR THE PROVISION OF CONSULTANCY SERVICES  
IN CONNECTION WITH THE TEL AVIV  
METROPOLITAN METRO NETWORK**

**NOVEMBER 2022**

**TENDER FORMS**



**TENDER FORM “1”**

**THE BID SUBMISSION LETTER**

*(To be completed by the Bidder)*  
*(Capitalized terms shall have the meaning ascribed to them in the ITB)*

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

Dear Sir,

**Re: Tender for the Provision of Consultancy Services in Connection with the Tel Aviv  
Metropolitan Metro Network**

All capitalized terms not defined herein shall have the meaning attributed to them in the ITB.

In response to the Tender Documents issued on [\_\_\_\_] 2022, extending an invitation to submit a Bid, I, the undersigned, \_\_\_\_\_ *(name of Bidder to be completed)* am pleased to submit my Bid and hereby warrant and represent as follows:

**1. General Information Concerning the Bidder**

Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

<u>Name</u>	<u>Title</u>	<u>E-mail and Tel. No.</u>
-------------	--------------	--------------------------------

**2. Representative:**

\_\_\_\_\_

**3. Legal Status:**  
*(check applicable)*

Limited   
Partnership

Limited   
Liability

Company

General   
Partnership

Public   
Enterprise

Other   
(*explain*)

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Attached hereto are authenticated copies of the Bidder's certificate of incorporation and minutes of incorporation, or their equivalent within its domicile.

4. **Registration Number:** \_\_\_\_\_  
Place of Registration: \_\_\_\_\_  
Date of Registration: \_\_\_\_\_

5. **Interested Parties in the Bidder:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. **Independent Review and Examination.** After having thoroughly and carefully read the Tender Documents, I hereby acknowledge and declare that I have studied, examined and assessed, with the help of appropriate experts, and am satisfied with all relevant matters and details which can affect the provision of the Services by me in accordance with the provisions of the Tender Documents and fully understand the required Services. I execute this document as part of the materials comprising the Bid for provision of the Services.

7. I acknowledge that I have received the complete Tender Documents, that I have read, considered and understood the Tender Documents (including the implications of the provision of the Services), and that I accept the terms and conditions thereof and all obligations and undertakings specified or implied therein.

8. I have read, understood, accept and will comply with all the relevant terms and provisions in the Agreement.

9. I hereby warrant and represent that I possess the requisite expertise, knowledge, know-how and financial strength required to perform all my obligations in accordance with the Tender Documents.

10. **Content of the Bid.** The Bid is accurate, complete and up-to-date at the time of the Bid Submission Date, is fully compliant with the provisions of the Tender Documents, and I have not omitted therefrom any relevant details or information.

11. **Commitment to the Bid.** I accept and undertake to remain committed to this Bid throughout the Tender Process.

12. The Bid, and any undertakings of the Bidder thereunder, have been duly approved by any entity whose approval is required (including the Bidder), and the Bid is valid and commits the Bidder for all purposes and intents.

13. **Cost of Participation.** I acknowledge and agree that I shall bear any and all costs associated with the preparation and submission of my Bid and NTA and the Tender Committee shall not be responsible or liable in any way for any such costs and expenses, regardless of the conduct or outcome of the Tender Process.

14. The Bidder hereby warrants and represents that it complies and satisfies all of the requirements stipulated in Sections 3.2.1-3.2.8 of the ITB;

15. Criminal Proceedings with respect to Offence *[check applicable]*:

The Bidder hereby warrants and represents that it complies with and satisfies all of the requirements stipulated in Section 3.2.9 of the ITB;

The Bidder does not comply with or satisfy the requirements stipulated in Section 3.2.9 of the ITB; *[describe Offences in which the Bidder or any Interested Party thereof (including individuals) was convicted or indicted]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. **Governing Law and Jurisdiction.** I acknowledge and agree that the Tender, including the Tender Documents shall be governed by and construed solely in accordance with the Laws of the State of Israel and the competent courts in Tel Aviv, Israel shall have sole and exclusive jurisdiction over any dispute arising from, or in connection with, the Tender, the Tender Documents, the Agreement and the Services, subject to the provisions of the Agreement.

17. Detailed herein is information which the Bidder considers to be of a commercially sensitive or secret nature concerning the Bid Submission *[to be completed in accordance with the provisions of Section 6.7 (Identification of Sensitive and Classified Information and Disclosure of Documents) of the ITB]*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the Tender Documents, issued until the Bid Submission Date:

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

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

...  
*[to be completed]*

19. The validity of the Bid Submission and all associated documents and Tender Forms is six (6) months as of Bid Submission Date.
20. The Bid is duly signed by the person/persons duly empowered and authorized to sign on behalf of the Bidder and to bind it for all required matters in connection with the provision of the Services.
- 21.

Faithfully yours,

\_\_\_\_\_

Date

\_\_\_\_\_

Stamp and Signature

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

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

**ATTACHMENT “A” TO TENDER FORM “1”**

**BIDDER’S INCORPORATION DOCUMENTS**

*(to be attached by the Bidder)*

**TENDER FORM “2”**

**KEY PERSON'S UNDERTAKING**

*(To be executed by the Key Person)*

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

The undersigned hereby warrants and represents the following, as part of the Bid submitted by \_\_\_\_\_ *[name of Bidder to be inserted]*, pursuant to the Tender Documents:

1. Any of the documents signed by the undersigned shall remain valid and in full force and effect for the time period set forth in the Agreement or any other Tender Document, as applicable.
2. Each of the warranties and representations set forth under the Tender Documents and the Bid, to the extent that they are relevant to the undersigned, as warranted, represented and covenanted by the Bidder should be deemed to have been given by the undersigned in its capacity as a Key Person.
3. The undersigned received and diligently reviewed all of the Tender Documents in their entirety, understood the contents thereof, is fully familiar with all the provisions thereof, and consents to all of the terms and conditions set forth therein. The undersigned further declares that it agrees to all of the provisions in the Tender Documents pertaining to Key Person and undertakes to be bound by all the operative provisions contained therein.
4. The undersigned acknowledges that in the event of any conflict or inconsistency between any of the provisions of the Tender Documents and its contractual obligations with the Bidder with respect to the Services – the provisions of the Tender Documents will prevail.
5. The undersigned warrants that the information pertaining to it is accurate, complete and up-to-date at the time it was given.
6. The Key Person hereby warrants and represents that it complies with and satisfies all of the requirements stipulated in Sections 3.3.1 and 3.3.2 of the ITB;
7. Criminal Proceedings with respect to Offence *[check applicable]*:

The Key Person hereby warrants and represents that it complies with and satisfies all of the requirements stipulated in Section 3.3.3 of the ITB;

The Key Person does not comply with or satisfy the requirements stipulated in Section 3.3.3 of the ITB; *[describe Offences in which the Key Person was convicted or indicted]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. This undertaking shall be governed and construed in accordance with the provisions of all applicable Laws.
9. The applicable courts in Tel Aviv shall have the sole jurisdiction over all matters and all

disputes arising in connection with this undertaking.

Faithfully yours,

\_\_\_\_\_

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

\_\_\_\_\_  
Attorney-at-Law / public notary

**TENDER FORM “3”**

**DECLARATION AND OBLIGATION OF NO CONFLICT OF INTEREST**

*(To be completed by the Bidder and the Key Person, each on a separate form)  
(Capitalized terms shall have the meaning ascribed to them in the ITB)*

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

Dear Sir / Madam,

**Re: Declaration and Obligation of No Conflict of Interest**

*[check the applicable]*

I, the undersigned, \_\_\_\_\_, carrier of ID/Passport No. \_\_\_\_\_, duly authorized to provide this declaration on behalf of \_\_\_\_\_ (*name of Bidder to be completed*), after having been forewarned that I am to declare the truth and that I will be subject to the penalties prescribed by law should I refrain from doing so, hereby declare in writing as follows:

I, the undersigned, \_\_\_\_\_ carrier of ID/Passport No. \_\_\_\_\_, appointed to serve as the Key Person on behalf of \_\_\_\_\_ (*name of Bidder to be completed*), after having been forewarned that I am to declare the truth and that I will be subject to the penalties prescribed by law should I refrain from doing so, hereby declare in writing as follows:

1. There is no and there shall not exist throughout the Tender Process and the performance of the Services under the Agreement, any conflict of interest, any business, professional, personal or other kind of relations or matters which may create or cause, or appear to create or cause, any actual, potential or concern for a conflict of interest in connection with the Tender and/or the performance of the Services (a "**Conflict of Interest**"), except as detailed in Section 4 below.
2. Throughout the performance of the Services, the Bidder/Key Person (as applicable) shall refrain from any action which creates or causes, or appears to create or cause, whether directly or indirectly, any actual, potential or concern for a Conflict of Interest, including the provision of services to any other third party which creates or may create a Conflict of Interest towards NTA. In addition, throughout the Term of the Agreement, I shall immediately notify NTA of any factor or circumstances which may create or cause a Conflict of Interest, immediately upon such coming to my knowledge.
3. Throughout the Term of the Agreement, I shall immediately notify NTA in writing of any personal, business or professional interest concerning the activities of the Bidder/Key Person (as applicable) or of any related or contracting party therewith, whether directly or indirectly, including any third party providing Services to NTA on its behalf.



4. The decision regarding the existence or nonexistence of a Conflict of Interest or concern for existence of a Conflict of Interest in case of affiliations with the persons detailed in this Section 4 shall be reviewed exclusively by NTA's committee for prevention of conflicts of interest and I undertake to accept its decision in this respect, including any decision requiring the termination of my contractual relations with NTA or with any other third party.

Check the applicable:

- I hereby declare that there exists no concern for a Conflict of Interest between the Bidder/Key Person (as applicable) and any of the shareholders, ministers, management members or directors of NTA or its general manager.
- I hereby declare that there exists no affiliation between the Bidder/Key Person (as applicable) and any of the shareholders, ministers, management members or directors of NTA or its general manager.
- I hereby declare that there exists a Conflict of Interest between the Bidder/Key Person (as applicable) and one of the shareholders, ministers, management members or directors of NTA or its general manager.
- I hereby declare that there exists an affiliation between the Bidder/Key Personnel (as applicable) and one of the shareholders, ministers, management members or directors of NTA or its general manager.
5. Following are details of all third parties related to the Bidder/Key Person (as applicable), with which NTA may have a conflict of interest or personal affiliation:

Name	Nature of relations of the third party with the Bidder/Key Personnel	Nature of relations of the third party with NTA
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

\_\_\_\_\_

Date

\_\_\_\_\_

Name and Signature

**CERTIFICATION**

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

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

\_\_\_\_\_

Attorney-at-Law / public notary

**TENDER FORM “4”**

**IRREVOCABLE CONFIDENTIALITY AND INFORMATION SECURITY  
UNDERTAKING**

*(To be completed by the Bidder and each applicable Key Person, each on a separate form)  
(Capitalized terms shall have the meaning ascribed to them in the ITB)*

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

Dear Sir / Madam,

**Re: Irrevocable Confidentiality and Information Security Undertaking**

*[check the applicable]*

I, the undersigned, \_\_\_\_\_, carrier of ID/Passport No. \_\_\_\_\_, duly authorized to provide this declaration on behalf of \_\_\_\_\_ (*name of Bidder to be completed*), after having been forewarned that I am to declare the truth and that I will be subject to the penalties prescribed by law should I refrain from doing so, hereby declare in writing as follows:

I, the undersigned, \_\_\_\_\_ carrier of ID/Passport No. \_\_\_\_\_, appointed to serve as the Key Person on behalf of \_\_\_\_\_ (*name of Bidder to be completed*), after having been forewarned that I am to declare the truth and that I will be subject to the penalties prescribed by law should I refrain from doing so, hereby declare in writing as follows:

1. The Bidder/Key Person (as applicable) shall keep strictly confidential and shall not disclose any data or information included in the Tender Documents and/or which relates to NTA, its employees, suppliers, commercial, financial, operational or other information accrued in the framework of the Tender and/or the performance of the Services (the "**Confidential Information**") and shall prevent the publication and/or disclosure and/or use of such, in any form and at any time.
2. The Bidder/Key Person (as applicable), the employees, functionaries and/or anyone on behalf thereof shall not make use and shall not divulge or transmit any Confidential Information to any third party, for any purpose and for any reason, including in the framework of legal proceedings, unless expressly required or permitted by NTA in writing with respect to the disclosure and the scope thereof.
3. The Bidder/Key Person (as applicable) shall comply with all terms and conditions under applicable Law with respect to the Confidential Information, including under the Privacy Protection Law 1981 and the regulations legislated thereunder.

4. The Bidder/Key Person (as applicable) shall make all necessary arrangements to secure the Confidential Information and limit the access thereto only to authorized personnel.
5. The Bidder/Key Person (as applicable) shall comply with the information security requirements issued by NTA from time to time.
6. The Bidder/Key Person (as applicable) shall be responsible and liable for compliance with this undertaking by any employee, functionary and/or anyone on behalf thereof involved in the performance of the Services. Without derogating from the above, the Bidder/Key Person (as applicable) shall ensure that all employees and functionaries with access to personal or financial information of NTA shall personally sign a confidentiality undertaking, which shall include, at a minimum, our respective undertakings vis-à-vis NTA. A copy of such undertaking shall be submitted to NTA prior to commencement of the Services by the applicable employee or other functionary.
7. The Bidder/Key Person (as applicable) agrees that NTA and/or anyone on its behalf may take any action, at its sole discretion, to ensure compliance with this undertaking.
8. The Bidder/Key Person (as applicable) undertakes to immediately notify NTA of any breach of any obligations of confidentiality hereunder (including by any employee and/or functionary), to implement any measures required to minimize the damages incurred as result of such breach and to indemnify NTA with respect to all damages and/or direct and indirect expenses resulting from such breach, all in addition to and without derogating from any other remedies and rights of recourse available to NTA under or pursuant to the Agreement or Law.
9. The declarations, obligations and undertakings hereunder shall be broadly interpreted and shall be in addition to any confidentiality obligations under any Law.
10. The declarations, obligations and undertakings hereunder are irrevocable and may not be terminated unless with the prior written approval of NTA, and subject in any case to the permanent deletion or destruction (as applicable) of all Confidential Information.

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Date

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Name and Signature

### **CERTIFICATION**

I, the undersigned, \_\_\_\_\_,  attorney-at-law  public notary [*check applicable box*], hereby confirm that on \_\_\_\_\_, Mr./Mrs. \_\_\_\_\_, I.D. No. \_\_\_\_\_ appeared

before me, and after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by law, signed this statement in my presence.

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

\_\_\_\_\_  
Attorney-at-Law / public notary

**TENDER FORM “5”**

**EXPERIENCE IN DEVELOPMENT MANAGEMENT, DESIGN MANAGEMENT AND CONSTRUCTION MANAGEMENT OF METRO PROJECTS**

*(To be completed by the Bidder for the purpose of demonstrating compliance with the Threshold Requirement specified in Section 2.1 (Experience in Development Management, Design Management and Construction Management of Metro Projects) of Annex C (Threshold Requirements) of the ITB)  
(Capitalized terms shall have the meaning ascribed to them in the ITB)*

I, \_\_\_\_\_, the undersigned, am making this affidavit on behalf of \_\_\_\_\_ (name of Bidder):

Project Details	Project	
	“1”	“2”
Name of project		
Location of project (city and country)		
Type of project	<input type="checkbox"/> Metro Line Project	<input type="checkbox"/> Metro Line Project
Status of the Bidder in respect of the project	<input type="checkbox"/> Owner <input type="checkbox"/> Executing Entity	<input type="checkbox"/> Owner <input type="checkbox"/> Executing Entity
Bidder was responsible for execution and management of the project	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
The project was Completed	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
Date of project Completion (month and year)	_____	_____
Length of underground section (in Km)	_____	_____
No. of Underground Stations	_____	_____
No. of Underground Intersecting Stations	_____	_____

**Additional Relevant Information:**

*To the extent the referenced project was executed and managed by a Reference Entity, please provide details with respect to such Reference Entity and the connection between it and the Bidder (please include a chart describing the structure of holdings, if applicable)*

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Faithfully yours,

\_\_\_\_\_

Date

\_\_\_\_\_

Stamp and Signature

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

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

\_\_\_\_\_  
Attorney-at-Law / public notary

**TENDER FORM “6”**

**EXPERIENCE IN THE PROVISION OF CONSULTANCY SERVICES**

*(To be completed by the Bidder for the purpose of demonstrating compliance with the Threshold Requirements specified in Section 2.2 (Experience in the Provision of Consultancy Services) of Annex C (Threshold Requirements) of the ITB)*

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

I, \_\_\_\_\_, the undersigned, am making this affidavit on behalf of \_\_\_\_\_ (name of Bidder):

I declare that [check applicable box]:

- the Bidder is a Consultancy Firm,
- the Bidder has a Consultancy Branch,

and has provided professional consultancy services in the following project(s):

Project Details	Project		
	“1”	“2”	“3”
Name of project			
Location of project (city and country)			
Bidder’s jurisdiction (country)			
Type of project	<input type="checkbox"/> Metro Line	<input type="checkbox"/> Metro Line	<input type="checkbox"/> Metro Line
The consultancy services were provided to:	<input type="checkbox"/> The Owner of the project <input type="checkbox"/> The Executing Entity	<input type="checkbox"/> The Owner of the project <input type="checkbox"/> The Executing Entity	<input type="checkbox"/> The Owner of the project <input type="checkbox"/> The Executing Entity
Client (Owner / Executing Entity) details and contact person information			
Stage of the project during which the consultancy services were provided	<input type="checkbox"/> Preliminary design <input type="checkbox"/> Detailed design <input type="checkbox"/> Execution <input type="checkbox"/> Other:	<input type="checkbox"/> Preliminary design <input type="checkbox"/> Detailed design <input type="checkbox"/> Execution <input checked="" type="checkbox"/> Other:	<input type="checkbox"/> Preliminary design <input type="checkbox"/> Detailed design <input type="checkbox"/> Execution <input type="checkbox"/> Other:



Project Details	Project		
<p><b>The consultancy services were provided with respect to the following discipline(s):</b></p>	<input type="checkbox"/> Institutional, corporate and programme governance  <input type="checkbox"/> Project set-up, project delivery staging and functional strategy development  <input type="checkbox"/> Business Case, finance, and budgeting  <input type="checkbox"/> Procurement of major project  <input type="checkbox"/> Land value capture and transit-oriented development (LVC/TOD)  <input type="checkbox"/> Capacity building  <input type="checkbox"/> Social value  <input type="checkbox"/> Project policy, strategic requirements  <input type="checkbox"/> Acting as “critical friend”, expert reviewer and providing expert challenge and oversight	<input type="checkbox"/> Institutional, corporate and programme governance  <input type="checkbox"/> Project set-up, project delivery staging and functional strategy development  <input type="checkbox"/> Business Case, finance, and budgeting  <input type="checkbox"/> Procurement of major project  <input type="checkbox"/> Land value capture and transit-oriented development (LVC/TOD)  <input type="checkbox"/> Capacity building  <input type="checkbox"/> Social value  <input type="checkbox"/> Project policy, strategic requirements  <input type="checkbox"/> Acting as “critical friend”, expert reviewer and providing expert challenge and oversight	<input type="checkbox"/> Institutional, corporate and programme governance  <input type="checkbox"/> Project set-up, project delivery staging and functional strategy development  <input type="checkbox"/> Business Case, finance, and budgeting  <input type="checkbox"/> Procurement of major project  <input type="checkbox"/> Land value capture and transit-oriented development (LVC/TOD)  <input type="checkbox"/> Capacity building  <input type="checkbox"/> Social value  <input type="checkbox"/> Project policy, strategic requirements  <input type="checkbox"/> Acting as “critical friend”, expert reviewer and providing expert challenge and oversight
<p><b>Period during which the Bidder provided consultancy services to the client (month and year)</b></p>	From: _____  Until: _____	From: _____  Until: _____	From: _____  Until: _____

**Additional Relevant Information:**

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Faithfully yours,

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stamp and Signature

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

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

\_\_\_\_\_  
Attorney-at-Law / public notary

**TENDER FORM “7”**

**EXPERIENCE IN PRIMARY DISCIPLINES**

*(To be completed by the Bidder for the purpose of demonstrating compliance with the Threshold Requirements specified in Section 2.3 (Experience in Primary Disciplines) of Annex C (Threshold Requirements) of the ITB)  
(Capitalized terms shall have the meaning ascribed to them in the ITB)*

I, \_\_\_\_\_, the undersigned, am making this affidavit on behalf of \_\_\_\_\_ (name of Bidder):

Project Details	Project			
	“1”	“2”	“3”	“4”
Name of project				
<b>Manner of Experience:</b>	<input type="checkbox"/> The project was presented in Tender Form “5”, and the Bidder dealt with, in the execution of the project, with the disciplines specified below  <input type="checkbox"/> The Bidder provided professional consulting services to the Owner or Executing Entity of the project, with respect to the disciplines specified below	<input type="checkbox"/> The project was presented in Tender Form “5”, and the Bidder dealt with, in the execution of the project, with the disciplines specified below  <input type="checkbox"/> The Bidder provided professional consulting services to the Owner or Executing Entity of the project, with respect to the disciplines specified below	<input type="checkbox"/> The project was presented in Tender Form “5”, and the Bidder dealt with, in the execution of the project, with the disciplines specified below  <input type="checkbox"/> The Bidder provided professional consulting services to the Owner or Executing Entity of the project, with respect to the disciplines specified below	<input type="checkbox"/> The project was presented in Tender Form “5”, and the Bidder dealt with, in the execution of the project, with the disciplines specified below  <input type="checkbox"/> The Bidder provided professional consulting services to the Owner or Executing Entity of the project, with respect to the disciplines specified below
<b>Disciplines with which the Bidder has Experience:</b>  <i>[Check the applicable box(es)]</i>	<input type="checkbox"/> Institutional, corporate and programme governance  <input type="checkbox"/> Project set-up, project delivery staging and functional	<input type="checkbox"/> Institutional, corporate and programme governance  <input type="checkbox"/> Project set-up, project delivery staging and functional	<input type="checkbox"/> Institutional, corporate and programme governance  <input type="checkbox"/> Project set-up, project delivery staging and functional	<input type="checkbox"/> Institutional, corporate and programme governance  <input type="checkbox"/> Project set-up, project delivery staging and functional

Project Details	Project			
	strategy development  <input type="checkbox"/> Business Case, finance, and budgeting  <input type="checkbox"/> Procurement of major project  <input type="checkbox"/> Land value capture and transit-oriented development (LVC/TOD)  <input type="checkbox"/> Capacity building  <input type="checkbox"/> Social value  <input type="checkbox"/> Project policy, strategic requirements  <input type="checkbox"/> Acting as “critical friend”, expert reviewer and providing expert challenge and oversight	strategy development  <input type="checkbox"/> Business Case, finance, and budgeting  <input type="checkbox"/> Procurement of major project  <input type="checkbox"/> Land value capture and transit-oriented development (LVC/TOD)  <input type="checkbox"/> Capacity building  <input type="checkbox"/> Social value  <input type="checkbox"/> Project policy, strategic requirements  <input type="checkbox"/> Acting as “critical friend”, expert reviewer and providing expert challenge and oversight	strategy development  <input type="checkbox"/> Business Case, finance, and budgeting  <input type="checkbox"/> Procurement of major project  <input type="checkbox"/> Land value capture and transit-oriented development (LVC/TOD)  <input type="checkbox"/> Capacity building  <input type="checkbox"/> Social value  <input type="checkbox"/> Project policy, strategic requirements  <input type="checkbox"/> Acting as “critical friend”, expert reviewer and providing expert challenge and oversight	strategy development  <input type="checkbox"/> Business Case, finance, and budgeting  <input type="checkbox"/> Procurement of major project  <input type="checkbox"/> Land value capture and transit-oriented development (LVC/TOD)  <input type="checkbox"/> Capacity building  <input type="checkbox"/> Social value  <input type="checkbox"/> Project policy, strategic requirements  <input type="checkbox"/> Acting as “critical friend”, expert reviewer and providing expert challenge and oversight

**Additional Relevant Information:**

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Faithfully yours,

\_\_\_\_\_ Date

\_\_\_\_\_ Stamp and Signature

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

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

\_\_\_\_\_  
Attorney-at-Law / public notary

**TENDER FORM “8”**

**KEY PERSON’S EXPERIENCE**

*(To be completed by the Key Person for the purpose of demonstrating compliance with the Threshold Requirement specified in Section 2.4 (Key Person Experience) of Annex C (Threshold Requirements) of the ITB)  
(Capitalized terms shall have the meaning ascribed to them in the ITB)*

I, \_\_\_\_\_, the undersigned (*name of Key Person*), hereby warrant and represent as follows:

1. I have an academic degree in (*check applicable*):

- engineering
- project/construction management
- architecture
- science

Attached hereto as **Attachment “A”** is an authenticated copy of the Key Person’s diploma.

2. I have at least fifteen (15) years of experience in my profession.

Attached hereto as **Attachment “B”** is the Key Person’s Curriculum Vitae.

3. During the period commencing on January 1, 2010 and ending on the Bid Submission Date, I was actively and continuously involved in (*check applicable*):

- the execution and management of at least one (1) Metro Line Project; and/or
- the provision of professional consultancy services to at least one (1) Owner or Executing Entity of a Metro Line Project.

Attached hereto as **Attachment “C”** are the particulars of the applicable Metro Line Project(s).

Faithfully yours,

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stamp and Signature

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

\_\_\_\_\_  
Attorney-at-Law / public notary

**ATTACHMENT “A” TO TENDER FORM “8”**

**KEY PERSON’S DIPLOMA**

*(to be attached by the Key Person)*



**ATTACHMENT “B” TO TENDER FORM “8”**

**KEY PERSON’S CURRICULUM VITAE**

*(to be attached by the Key Person)*

**ATTACHMENT “C” TO TENDER FORM “8”**

**METRO LINE PROJECT INFORMATION**

*(to be completed by the Key Person)*

Project Details	Project		
	“1”	“2”	“3”
Name of project			
Location of project (city and country)			
Role of Key Person	<input type="checkbox"/> execution and management of the Metro Line Project  <input type="checkbox"/> provision of professional consultancy services to the Owner or Executing Entity of the Metro Line Project	<input type="checkbox"/> execution and management of the Metro Line Project  <input type="checkbox"/> provision of professional consultancy services to the Owner or Executing Entity of the Metro Line Project	<input type="checkbox"/> execution and management of the Metro Line Project  <input type="checkbox"/> provision of professional consultancy services to the Owner or Executing Entity of the Metro Line Project
Type of project	<input type="checkbox"/> Metro Line Project	<input type="checkbox"/> Metro Line Project	<input type="checkbox"/> Metro Line Project
The project was Completed	<input type="checkbox"/> yes  <input type="checkbox"/> no	<input type="checkbox"/> yes  <input type="checkbox"/> no	<input type="checkbox"/> yes  <input type="checkbox"/> no
Date of project Completion (month and year)	_____	_____	_____
Length of underground section (in Km)	_____	_____	_____
No. of Underground Stations	_____	_____	_____
No. of Underground Intersecting Stations	_____	_____	_____

<b>Project Details</b>	<b>Project</b>		
<b>The project includes a Depot</b>	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

**Additional Relevant Information:**

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**TENDER FORM “9”**

**NO GOING CONCERN NOTICE DECLARATION**

*(To be completed by the Bidder)  
(Capitalized terms shall have the meaning ascribed to them in the ITB)*

I, \_\_\_\_\_, the undersigned, am making this affidavit on behalf of \_\_\_\_\_ *(name of Bidder)*.

I hereby declare that the Bidder’s most recent Financial Statements do not include a “going concern notice” or a notice of a similar effect.

Attached to this Tender Form “9” are the Bidder’s most recent Financial Statements for the year \_\_\_\_\_.

Faithfully yours,

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stamp and Signature

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

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

\_\_\_\_\_  
Attorney-at-Law / public notary

**TENDER FORM “10”**

**EXPERIENCE OF THE BIDDER**

*(To be completed by the Bidder for the purpose of Section 2.1 (Project Implementation Experience) of Annex D (Bidder’s and Key Person’s Experience – Submission Instructions, Evaluation Criteria and Scoring Methodology) of the ITB)*

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

I, \_\_\_\_\_, the undersigned, am making this affidavit on behalf of \_\_\_\_\_ (name of Bidder):

Project Details	Project	
	“1”	“2”
Name of project		
Project was presented in Tender Form “5”	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
Project is Commercially Operating (as at the Bid Submission Date)	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
Length of underground section (in Km)	_____	_____
No. of Underground Stations	_____	_____
No. of Underground Intersecting Stations	_____	_____
Project includes a Depot	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

**Additional Relevant Information:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Faithfully yours,

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stamp and Signature

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

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

\_\_\_\_\_  
Attorney-at-Law / public notary

**TENDER FORM “11”**

**CONSULTANCY SERVICES EXPERIENCE**

*(To be completed by the Bidder for the purpose of demonstrating compliance with Section 2.2 (Consultancy Services Experience) of Annex D (Bidder’s and Key Person’s Experience – Submission Instructions, Evaluation Criteria and Scoring Methodology) of the ITB)*

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

I declare that the Bidder has a Consultancy Branch and has provided professional consultancy services in the following project(s):<sup>1</sup>

Project Details	Project		
	“1”	“2”	“3”
Name of project			
Location of project (city and country)			
Bidder’s jurisdiction (country)			
Type of project	<input type="checkbox"/> Metro Line	<input type="checkbox"/> Metro Line	<input type="checkbox"/> Metro Line
The consultancy services were provided to:	<input type="checkbox"/> The Owner of the project <input type="checkbox"/> The Executing Entity	<input type="checkbox"/> The Owner of the project <input type="checkbox"/> The Executing Entity	<input type="checkbox"/> The Owner of the project <input type="checkbox"/> The Executing Entity
Client (Owner / Executing Entity) details and contact person information			
Period during which the Bidder provided consultancy services to the client (month and year)	From: _____  Until: _____	From: _____  Until: _____	From: _____  Until: _____

**Additional Relevant Information:**

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<sup>1</sup> The Bidder may not present the project presented thereby in order to demonstrate compliance with the Threshold Requirements specified in Section 2.2 (Experience in the Provision of Consultancy Services) of Annex C (Threshold Requirements).

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Faithfully yours,

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Date

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Stamp and Signature

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

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

\_\_\_\_\_  
Attorney-at-Law / public notary



**TENDER FORM “12”**

**STRATEGY CONCEPT**

*(To be submitted by the Bidder and incorporated hereto by reference)*

**TENDER FORM “13”**

**PRICE PROPOSAL**

*(To be completed by the Bidder)*

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

Dear Sir,

**Re: Tender for the Provision of Consultancy Services in Connection with the Tel Aviv Metropolitan Metro Network**

I, the undersigned, \_\_\_\_\_ (*name of Bidder to be completed*) (the "**Bidder**") hereby submit this Tender Form “13” (*Price Proposal*), as part of the Bid submitted by the Bidder pursuant to the Tender Documents.

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

1. The Bidder shall fill in the rates below in accordance with the instructions detailed in Annex E (*Price Proposal – Submission Instructions and Scoring Methodology*) to the ITB and the instructions hereunder.
2. The Bidder shall indicate below:
  - 2.1 its proposed monthly retainer for the provision of the Services by the Key Person pursuant to the provisions of the Tender Documents (including Appendix 3 (Remuneration and Payment) to the Agreement). The proposed monthly retainer shall be indicated as an addition to or a discount rate on the basic rate as specified in clause 6 below (the “**Basic Monthly Rate**”); and
  - 2.2 its proposed hourly rates for the provision of the Services by each of the different grades of personnel pursuant to the provisions of the Tender Documents (including Appendix 3 (Remuneration and Payment) to the Agreement). The proposed monthly retainer shall be indicated. The proposed hourly rates shall be indicated as an addition to or a discount rate on the basic rates as specified in clause 7 below (the “**Basic Hourly Rate**”); and
  - 2.3 its selected currency of payment as specified in clause 8 below.

3. **Maximum Discount.** The discount rate over the Basic Monthly Rate and the Basic Hourly Rate shall not exceed thirty percent (30%) (+/-30%)..
4. **Maximum Addition.** The addition rate over the Basic Monthly Rate and the Basic Hourly Rate shall not exceed fifteen percent (15%) (+/-15%).
5. For the purpose of the Agreement (including Appendix 3 (Remuneration and Payment) thereof):
  - 4.1 the Basic Monthly Rate, discounted or added to pursuant to the Bidder’s proposal in clause 5 below, shall be referred to as the “**Monthly Retainer**”.
  - 4.2 The Basic Hourly Rate of each of the different grades of personnel, discounted or added to pursuant to the Bidder’s proposal in clause 6 below, shall be referred to as such grade of personnel’s “**Hourly Rate**”.
6. **Monthly Retainer.** The Bidder’s proposed monthly retainer will be determined based on the following formula:

$$\text{Proposed montly retainer} = \text{Basic Monthly Rates} \times (1 + D1)$$

Where:

**Basic Monthly Rate** = \$46,000.

**D retainer** = \_\_\_\_% (in words \_\_\_\_\_ percent) [*specify the rate of addition (positive value not to exceed 15%) or discount (not to exceed 30%) in whole percentages on the Basic Rate*].

7. **Hourly Rate.** Basic Hourly Rates for international functions (“**INT**”):

Grade	Minimum Qualifications	Basic Hourly Rate (NIS)
<b>INT1</b>	An engineer or an individual with a relevant degree, with more than twenty (20) years’ relevant experience	\$256
<b>INT2</b>	An engineer or an individual with a relevant degree, with more than fifteen (15) years’ relevant experience	\$189
<b>INT3</b>	An engineer or an individual with a relevant degree, with more than ten (10) years’ relevant experience	\$133

**D price list** = \_\_\_\_% (in words \_\_\_\_\_ percent) [*specify the rate of addition (positive value not to exceed 15%) or discount (negative value not to exceed 30%) in whole percentages on the Basic Hourly Rate*]

8. **Currency of Payment.** Selected currency of payment:

USD

EURO

For the purpose of payments, the exchange rate between USD and EURO shall be the official exchange rate published by the European Central Bank on the last day of the calendar month prior to the date of the relevant Payment Request.

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

Faithfully yours,

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stamp and Signature

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

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

\_\_\_\_\_  
Attorney-at-Law / public notary

# FORM OF AGREEMENT

Between

NTA – Metropolitan Mass Transit System Ltd. of Building A, 26 Harokmim St., Holon, Israel

(the “**Client**”).

and

\_\_\_\_\_ (the “**Consultant**”)

represented by \_\_\_\_\_, email: \_\_\_\_\_, facsimile number:  
\_\_\_\_\_.

## WHEREAS:

The Client desires that certain services should be performed by the Consultant, as set forth in the attached Tender No. 766/2022 for the Provision of Consultancy Services in connection with the Tel Aviv Metropolitan Metro Network (the “**ITB**”) and has accepted a proposal by the Consultant for the performance of such services.

## THE CLIENT AND THE CONSULTANT AGREE AS FOLLOWS:

1. In the Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions and in the attached ITB and Particular Conditions.
2. The following documents shall be deemed to form and be read and construed as part of the Agreement and shall be given the order of precedence as below:
  - (a) This Form of Agreement;
  - (b) The attached ITB;
  - (c) The attached Particular Conditions (“**Particular Conditions**”);
  - (d) The Client/Consultant Model Services Agreement (White Book) 5th Ed, 2017, published by the International Federation of Consulting Engineers (FIDIC) (“**General Conditions**”); and
  - (e) The attached Bid by the Consultant dated \_\_\_\_\_ and the attached clarification to the aforesaid proposal dated \_\_\_\_\_ (if applicable).

*[signature page to follow]*

**For the Client:**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**For the Consultant:**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, \_\_\_\_\_,  attorney-at-law  public notary [*check applicable box*], hereby confirm that on \_\_\_\_\_, Mr./Mrs. \_\_\_\_\_, I.D./passport No. \_\_\_\_\_ is authorized to sign on behalf of \_\_\_\_\_, and to commit it for purposes of the above stated Agreement, for all purposes and intents.

## Particular Condition

The following conditions shall supplement, modify, clarify or replace (as indicated below) the General Conditions of the Client/Consultant Model Services Agreement 5th Ed (2017 White Book) published by the International Federation of Consulting Engineers (FIDIC) (the “**Agreement**”).

Clause in the General Conditions	Supplemented, modified, clarified or replaced	Particular Condition
1.1.1 [Definitions]	Deleted and Replaced	“ <b>Agreement</b> ” means the Form of Agreement together with Appendix 1 [Scope of Services] and Appendix 3 [Remuneration and Payment] and any letters of offer and acceptance attached to any of the above.
1.1.5 [Definitions]	Deleted and Replaced	“ <b>Commencement Date</b> ” means the date on which the Agreement is signed by both the Client and the Consultant.
1.1.7 [Definitions]	Deleted and Replaced	“ <b>Consultant</b> ” means the professional firm named in the Form of Agreement.
1.1.9 [Definitions]	Deleted and Replaced	“ <b>Country</b> ” means the State of Israel.
1.1.21 [Definitions]	Deleted and Replaced	“ <b>Key Person</b> ” shall have the meaning ascribed thereto in the Invitation to Bid for the Provision of Consultancy Services in Connection with the Tel Aviv Metropolitan Metro Network dated [____], 2022.
1.1.22 [Definitions]	Deleted and Replaced	“ <b>Project</b> ” shall have the meaning ascribed thereto in the Invitation to Bid for the Provision of Consultancy Services in Connection with the Tel Aviv Metropolitan Metro Network dated [____], 2022..
1.1.24 [Definitions]	Deleted and Replaced	“ <b>Time for Completion</b> ” means the time for completing the Services or any part thereof, as instructed by the Client with respect to each particular task or assignment.
1.1 [Definitions]	Supplemented	<p>The following expressions shall have the meanings assigned to them:</p> <ul style="list-style-type: none"> <li>• “<b>Hourly Rate</b>” shall have the meaning ascribed thereto in Tender Form “12” (Price Proposal).</li> <li>• “<b>Monthly Report</b>” shall have the meaning ascribed thereto in Appendix 3 [Remuneration and Payment].</li> <li>• “<b>Monthly Retainer</b>” shall have the meaning ascribed thereto in Tender Form “12” (Price Proposal).</li> <li>• “<b>Payment Date</b>” shall have the meaning ascribed thereto in Appendix 3 [Remuneration and Payment].</li> <li>• “<b>Payment Request</b>” shall have the meaning ascribed thereto in Appendix 3 [Remuneration and Payment].</li> </ul>

Clause in the General Conditions	Supplemented, modified, clarified or replaced	Particular Condition
1.3 [Notices and other Communication]	Supplemented	<p>For the purpose of this Clause [Notice and other Communications], the physical address of each Party shall be as follows:</p> <p><b><u>The Client:</u></b> NTA – Metropolitan Mass Transit System offices, Building A, at number 26 Harokmim St. Holon, Israel. <i>[Att of Mr.\ Ms { _ } with a copy to Mr.\ Ms { _ }]</i></p> <p><b><u>The Consultant:</u></b> <i>[to be completed]</i></p> <p>For the purpose of this Clause [Notice and other Communications], transmission may be by electronic mail (email) or telefax, as follows:</p> <p><b><u>The Client:</u></b> Email address(es): <i>[to be completed]</i> Telefax number(s): <i>[to be completed]</i> <i>[Att of Mr.\ Ms { _ } with a copy to Mr.\ Ms { _ }]</i></p> <p><b><u>The Consultant:</u></b> <i>[to be completed]</i></p>
1.4 [Law and Language]	Supplemented	<p>For the purpose of this Clause [Law and Language]: (a) the Agreement shall be governed by and construed in accordance with the laws of the State of Israel; (b) The ruling language shall be English.</p>
1.5 [Changes in Legislation]	Modified	<p><del>If after the date of the Consultant's offer/proposal in relation to the Agreement the scope, extent, nature or type of Services is affected by any change to national (or state) legislation, any statute, statutory instrument, order, regulation, bylaw, code or other legislation having application to the Services then such change to the Services shall be treated as a Variation to the Services under Clause 5.1 [Variations].</del></p> <p>If after the date of the Consultant's offer/proposal in relation to the Agreement any change to national (or state) legislation, any statute, statutory instrument, order, regulation, bylaw, code or other legislation in <del>any country in which the services are required by the Client</del> or of the State of Israel, causes the Consultant to incur Exceptional Costs, then the agreed remuneration shall be adjusted in accordance with Sub-Clause 7.1.2 [Payment to the Consultant], and the Time for Completion amended in accordance with Clause 4.4 [Delays]. As soon as reasonably practicable the Consultant shall inform the Client by issue of a Notice of the occurrence of the Exceptional Costs. Either Party may by a separate Notice to the other require that the provisions of the Agreement be amended to comply with the change in legislation where applicable.</p>



Clause in the General Conditions	Supplemented, modified, clarified or replaced	Particular Condition
1.6.1 [Assignments and Sub-Contracts]	Modified	<del>Neither the Client nor the</del> The Consultant shall not at any time assign the benefit of the Agreement without the prior written consent of the Client <del>other</del> . Such consent shall not be unreasonably withheld or delayed. <del>The Client shall be entitled to assign the benefit of the Agreement without the prior written consent of the Consultant to any authority or other governmental entity duly designated or appointed by the Client or the State of Israel for that purpose; provided that such act shall not adversely affect the rights, entitlements, obligations and responsibilities of the Consultant. Notification of such assignment will be provided by the Client to the Consultant.</del>
1.6.2 [Assignments and Sub-Contracts]	Modified	<del>Neither the Client nor the</del> The Consultant shall not assign obligations under the Agreement without the written consent of the Client <del>other Party</del> . The Client shall be entitled to assign its obligations under the Agreement without the prior written consent of the Consultant to any authority or other governmental entity duly designated or appointed by the Client or the State of Israel for that purpose; provided that such act shall not adversely affect the rights, entitlements, obligations and responsibilities of the Consultant. Notification of such assignment will be provided by the Client to the Consultant.
1.6.3 [Assignments and Sub-Contracts]	Modified	The Consultant shall not sub-contract performance of all or part of the Services without the written consent of the Client. <del>The consent of the Client shall not be required where the appointment of a sub-consultant for the performance of part of the Services is included in the Consultant's offer/proposal, if any, as incorporated into the Agreement, or is otherwise anticipated in any of the documents constituting the Agreement.</del>
1.7.1 [Intellectual Property]	Modified	All Intellectual Property held in any medium, whether electronic or otherwise, created by the Consultant during <del>and for the purpose of</del> the performance of the Services (Foreground Intellectual Property) shall be vested in the <del>Consultant</del> Client. <del>The Consultant shall grant to the Client a royalty-free worldwide licence to use and copy the Foreground Intellectual Property for any purpose in connection with the Project.</del>
1.7.5 [Intellectual Property]	Deleted	-
1.8 [Confidentiality]	Supplemented	The Consultant undertakes to have all employees employed by it in the provision of the Services, sign non-disclosure statements in the form of Appendix 4 [Form of Confidentiality Undertaking]. The Consultant shall provide the Client with such executed statements prior to the commencement of the provision of the Services by the applicable employee(s) and resubmit such statements at the start of each calendar year during the Term of the Agreement.
1.8.3 [Confidentiality]	Deleted	-

Clause in the General Conditions	Supplemented, modified, clarified or replaced	Particular Condition
1.9.1 [Publication]	Modified	Subject to Clause 1.8 [Confidentiality] <del>and unless otherwise specified in the Particular Conditions</del> , the Consultant, either alone or jointly with others, may publish material relating to the Services, <b>the Client or the Project</b> . However, <del>P</del> publication shall be subject to <b>prior written approval of the Client</b> <del>if it is within two (2) years of completion of the Services or termination of the Agreement (whichever is the earlier)</del> .
1.9.2 [Publication]	Modified	The Consultant may <b>not</b> use material and information relating to the Services, <b>the Client or</b> <del>and</del> the Project for commercial tendering purposes, <del>but it may, for commercial tendering purposes, mention that it rendered services to the Client concerning the Project.</del>
1.11.1 [Relationship of Parties]	Modified	Nothing contained in the Agreement shall be construed as creating a partnership, agency or joint venture between the Parties, <del>nor as creating any employer-employee relationship between the Client and the Consultant's employees or staff.</del>  If, notwithstanding the Parties' intention, a Court decrees that employer-employee relations exist(ed) between the Client and any of the Consultant's employees or staff, and as a result, the Client is obligated to pay such employee(s) any amount as compensation, social benefits or otherwise, the Consultant shall, upon first demand, indemnify the Client for any such expense incurred thereby.
2.1.1 [Information]	Modified	In order not to delay the Consultant in the performance of the Services, the Client shall <del>within a reasonable time and with due regard to the Programme</del> , provide to the Consultant, free of cost, <del>all information, and any further</del> information reasonably requested by the Consultant, which may pertain to the Services and which <del>is in the possession of the Client is able to obtain</del> .
2.2.1 [Decisions]	Modified	On all matters properly referred to the Client in writing by the Consultant, the Client shall give its decision, approval, consent, instruction or Variation, as the case may be, in writing within a reasonable time <del>and with regard to the Programme</del> so as not to delay the Services.
2.3 [Assistance]	Deleted and Replaced	The Client will employ reasonable efforts to cooperate with and assist the Consultant to undertake the Services according to the Agreement and to perform and fulfil its obligations and responsibilities under the Agreement, including by providing relevant information and allowing interface of the Consultant with other consultants engaged by the Client in relation to the Project.
2.4 [Client's Financial Arrangements]	Deleted	-
2.5 [Supply of Client's Equipment and Facilities]	Deleted	-

Clause in the General Conditions	Supplemented, modified, clarified or replaced	Particular Condition
2.6 [Supply of Client's Personnel]	Deleted	-
2.8 [Services of Others]	Deleted	-
3.1.2 [Scope of Services]	Modified	The Consultant shall perform the Services in accordance with the Client's instructions <del>Programme as may be amended from time to time in accordance with the Agreement.</del>
3.1.4 [Scope of Services]	Supplemented	The Consultant undertakes to have all employees employed by it in the provision of the Services, sign a commitment of non-conflict of interests in the form of Appendix 2 [Form Non-Conflict of Interests Undertaking]. The Consultant shall provide the Client with such executed undertakings prior to the commencement of the provision of the Services by the applicable employee(s) and resubmit such undertakings at the start of each calendar year during the Term of the Agreement.
3.3.4 [Standard of Care]	Supplemented	Without derogating from the foregoing, the Consultant shall comply with the provisions of Appendix 5 [Quality Assurance Guidelines] and Appendix 6 [Information Security Requirements].
3.5.1 [Consultant's Personnel]	Modified	<p>Without derogating from the Consultant's overall responsibility for the provision of the Services (including by applying the experience of its personnel in various disciplines), the Consultant shall provide the Services mainly through its Key Person, which shall be the Consultant's "point of contact" for the Client, and which will be engaged in the provision of the Service on a full-time basis. <del>The key Additional personnel who are proposed by the Consultant to work in the Country on the project shall be subject to acceptance by the Client with regard to their qualifications and experience. Such acceptance by the Client shall not be unreasonably withheld. Personnel, if any, included in the Consultant's offer/ proposal included as part of the Agreement.</del> The Key Person shall be deemed to be accepted by the Client on entering into the Agreement.</p> <p>Without derogating from the foregoing, the Client shall be entitled, upon sixty (60) days prior notice, to require the Consultant to make available one (1) or two (2) additional experts to act as (an) additional Key Person(s). The identity of the additional Key Person(s) shall be subject to the prior approval of the Client, and the additional Key Person(s) shall be required to comply with and meet the qualifications and professional experience requirements of the Key Person pursuant to the Tender Documents (unless otherwise approved by the Client).</p>
3.7.1 [Changes in Consultant's Personnel]	Supplemented	Any replacement personnel shall be subject to the approval of the Client.

Clause in the General Conditions	Supplemented, modified, clarified or replaced	Particular Condition
3.9 [Construction Administration]	Clarified	The provisions of this Clause [Construction Administration] shall not apply.
4.2.1 [Commencement and Completion of Services]	Modified	The Consultant shall commence the performance of the Services <del>as soon as is reasonably practicable</del> within fifteen (15) days after the Commencement Date. The Consultant shall complete the whole of the Services within the Time for Completion
4.2 [Commencement and Completion of Services]	Supplemented	The term of the Agreement shall be three (3) years as of the Commencement Date, however, the Owner may, by written notice to the Consultant, extend the term of the Agreement by two (2) additional periods of twelve (12) months each.
4.3 [Programme]	Deleted	-
4.4.1(b) [Delays]	Modified	any delay, impediment or prevention caused by or attributable to the Client, or the Client's other consultants; <del>or contractors, or other third parties;</del>
4.4.2 [Delays]	Deleted	-
4.5 [Rate of Progress of Services]	Modified	If, for any reason that does not entitle the Consultant to an extension of the Time for Completion, the rate of progress of the Services is, in the reasonable opinion of the Client, insufficient to ensure completion of the Services within the Time for Completion, then the Client may give Notice to that effect to the Consultant. Upon receipt of such Notice the Consultant shall <del>revise the Programme and shall</del> issue a Notice to the Client describing the measures the Consultant intends to put in place in order to complete the Services in accordance with the Time for Completion.
5.1.2(1) [Variations]	Modified	amendment to Appendix 1 [Scope of Services] <del>or to Appendix 2 [Personnel, Equipment, Facilities and Services of Others to be Provided by the Client];</del>
5.1.2(c) [Variations]	Deleted	-

Clause in the General Conditions	Supplemented, modified, clarified or replaced	Particular Condition
5.1.3 [Variations]	Modified	The Consultant shall give Notice to the Client as soon as reasonably practicable where the Consultant considers that any instruction or direction from the Client or any other circumstance constitutes a Variation to the Services. The Consultant shall include in the Notice details of the estimated impact upon the <del>Programme and</del> cost of the Services for such matter. Within fourteen (14) days of receipt of the Notice the Client shall either issue a Variation Notice, or cancel the instruction or direction, or state by issue of a further Notice why the Client considers the instruction, direction or circumstance does not constitute a Variation to the Services. In such case the Consultant shall comply with and be bound by such further Notice unless the Consultant refers the matter as a dispute under Clause 10 [Disputes and Arbitration] within seven (7) days of receipt of such further Notice.
5.2.1 [Agreement of Variation Value and Impact]	Modified	The Client and the Consultant shall agree the value of any Variation, or its method of calculation, including its impact (if any) upon other parts of the Services, <del>the Programme</del> and the Time for Completion.
5.2.3 [Agreement of Variation Value and Impact]	Modified	The value of the Variation <del>and its impact on the Programme</del> shall be agreed and confirmed in writing by the Client to the Consultant. Pursuant to such agreement the Client shall issue an instruction to the Consultant to commence work on the Variation.
6.1.1 [Suspension of Services]	Modified	The Client may suspend all or part of the services at its sole discretion and for any reason by giving <del>twenty eight (28)</del> 14 (fourteen) days' Notice to the Consultant.
6.1.2(a) [Suspension of Services]	Modified	When the Consultant has not received payment of an invoice or a part of an invoice, as the case may be, by the due date for payment of such invoice and the client has not issued a valid Notice in accordance with Clause 7.5 [Disputed Invoices] stating the reasons for non-payment of the invoice or part thereof, subject to the Consultant giving <del>seven</del> <del>(7)</del> 14 (fourteen) days' Notice to the Client.
6.1.2(c) [Suspension of Services]	Deleted	-
6.2.1 [Resumption of Suspended Services]	Modified	When the Services have been suspended under Sub-Clause 6.1.1 [Suspension of Services] the Consultant shall resume the Services or part thereof, as the case may be, within <del>twenty eight (28)</del> 14 (fourteen) days of receipt of Notice from the Client instructing the Consultant to resume the services or part thereof.
6.3.3 [Effects of Suspension of the Services]	Clarified	Clause 6.3.3 shall apply when (and only when) the Services have been suspended under Sub-Clause 6.1.2(a).

Clause in the General Conditions	Supplemented, modified, clarified or replaced	Particular Condition
6.4.1(a) [Termination of Agreement]	Modified	If the Consultant without good reason is in breach of a material term or condition of the Agreement, the Client may give Notice to the Consultant outlining the breach and the remedy required under the Agreement. If the Consultant has not proceeded to remedy the breach within <del>twenty-eight (28)</del> <b>fourteen (14)</b> days after the issue of the Notice then the Client may terminate the Agreement upon giving <del>fourteen (14)</del> <b>seven (7)</b> days' Notice to the Consultant.
6.4.1(d) [Termination of Agreement]	Modified	At its sole discretion upon giving the Consultant <del>forty-five (45)</del> <b>fifty-six (56)</b> days' Notice <del>provided always that the Client shall not be entitled to use this provision in order to obtain the Services from others, or in order to perform the Services by itself.</del>
6.4.1(e) [Termination of Agreement]	Modified	Without prejudice to Sub-Clause 6.1.1 [Suspension of Services], where an Exceptional Event has led to a suspension of the Services for more than <del>one hundred and sixty-eight (168)</del> <b>sixty (60)</b> days the Client may terminate the Agreement upon giving fourteen (14) days' Notice to the Consultant.
6.4.2(b) [Termination of Agreement]	Modified	If the Services have been suspended under Sub-Clause 6.1.2(a) [Suspension of Services] <del>or Sub Clause 6.1.2(c) [Suspension of Services]</del> for more than forty-two (42) days the Consultant may terminate the Agreement upon giving fourteen (14) days' Notice to the Client.
6.5 [Effects of Termination]	Supplemented	The Consultant shall not be entitled to any compensation, indemnification, reimbursement or other payment in respect of termination of the Agreement, unless explicitly stated in this Clause 6.5 [Effects of Termination]
6.5.3 [Effects of Termination]	Deleted	-
6.5.4 [Effects of Termination]	Deleted	-
7.1 [Payment to the Consultant]	Deleted and Replaced	The Client shall pay the Consultant for the Services in accordance with the details stated in Appendix 3 [Remuneration and Payment].
7.2 [Time for Payment]	Deleted	-
7.3.2 [Currencies of Payment]	Deleted	-

Clause in the General Conditions	Supplemented, modified, clarified or replaced	Particular Condition
7.4 [Third-Party Charges on the Consultant]	Deleted	-
7.5 [Disputed Invoices]	Modified	Without prejudice and subject to <del>Sub-Clause 7.2.3</del> [Time for Payment], if any item or part of an item in an invoice submitted by the Consultant is contested by the Client as not properly due under the Agreement, the Client shall, within <del>seven (7)</del> <b>fourteen (14)</b> days of the date of issue of the Consultant's invoice, give a Notice of its intention to withhold payment with reasons but shall not delay payment of the remainder of the invoice, <del>Sub-Clause 7.2.2 [Time for Payment] shall apply to all contested amounts which are finally determined to have been payable to the Consultant.</del>
8.1.3(b) [Liability for Breach]	Deleted	-
8.1.3(c) [Liability for Breach]	Deleted	-
8.2 [Duration of Liability]	Supplemented	For the purpose of this Clause [Duration of Liability]:  (a) The Client shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made by the Consultant before the expiry of twelve (12) months as of the completion of the Services or termination of the Agreement.  (b) The Consultant shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made by the Client before the expiry of thirty-six (36) months as of the completion of the Services or termination of the Agreement.
8.3.1 [Limit of Liability]	Modified	The maximum amount of damages payable by either Party to the other in respect of any and all liability, including liability arising from negligence, under or in connection with the Agreement shall not exceed the amount stated in <del>the Particular Conditions</del> <b>Sub-Clause 8.1.3</b> . This limit is <del>without prejudice to any financing charges specified under Sub-Clause 7.2.2 [Time for Payment], and</del> without prejudice to Sub-Clause 8.4.1 [Exceptions].
8.3.3 [Limit of Liability]	Modified	<del>Without prejudice to the right the Consultant may have under Sub-Clause 6.5.4 [Effects of Termination], n</del> Neither Party shall be liable in contract, tort, under any law or in any statutory private right of action or otherwise, for any loss of revenue, loss of profit, loss of production, loss of contracts, loss of use, loss of business, third-party punitive damages or loss of business opportunity or for any indirect, special or consequential loss or damage.

Clause in the General Conditions	Supplemented, modified, clarified or replaced	Particular Condition
8.4 [Exceptions]	Modified	Sub-Clause 8.1.3 [Liability for Breach], <del>Clause 8.2 [Duration of Liability]</del> , and Clause 8.3 [Limit of Liability] shall not apply to claims arising out of deliberate manifest and reckless default, fraud, fraudulent misrepresentation or reckless misconduct by the defaulting Party.



<p>9.1</p> <p>[Insurances to be taken out by Consultant]</p>	<p>Deleted and Replaced</p>	<p>(a) Without derogating from its liability hereunder or under Law, the Consultant shall procure and maintain the insurance policies as detailed in this insurance clause: (i) in respect of insurance policies providing coverage on a claims made basis, for the duration of the Term of the Agreement and for a period of seven (7) years following the expiry, completion, termination or cancelation (as the case may be) of this Agreement; and (ii) in respect of all other insurance policies, for the duration of the Term of the Agreement.</p> <p>(b) The Consultant shall forthwith provide the Client with evidence and/or certificate of insurance and/or policies signed by its insurer/insurance broker, in accordance with the requirements and conditions specified herein below:</p> <p>(i) Third-Party Liability Insurance covering the legal liability of the Consultant and its employees in connection with the Agreement, towards third parties, for physical injuries and/or property damages which may arise as a result of the services of the Agreement. The limit of liability thereof shall not be less than USD 250,000 for any one occurrence and in the aggregate for any annual insurance period.</p> <p>(ii) Clients' Liability Insurance and/or Worker's Compensation (as applicable) covering liability towards any persons and/or employees who shall be employed by the Consultant in any duties connected with the Agreement.</p> <p>(iii) Professional Liability Insurance covering the legal liability of the Consultant as a result of any negligent act, error or omission of the Consultant, its employees, agents or other parties that may be engaged by the Consultant in connection with the Agreement arising out of the performance of the Agreement. The limit of liability thereof shall be no less than USD 1,000,000 for any one occurrence and in the aggregate for any insurance period. The Retroactive Date must coincide with, or precede, the commencement of the Agreement.</p> <p>(c) <u>General conditions:</u></p> <p>(i) The insurance policies shall include NTA – Metropolitan Mass Transit System Ltd. and/or the State of Israel – Ministry of Transport and Road Safety (together regarding this clause: “<b>the Client</b>”) as an additional insured and shall be extended to indemnify the Client for its liability due to any act or omission of the Consultant in connection with the Services, subject to a “cross liability” clause.</p> <p>(ii) The insurance policies shall include a waiver of subrogation against the Client. The waiver of subrogation shall not apply to the benefit of any natural person who causes malicious damage.</p> <p>(iii) The insurance policies shall be primary to any insurance obtained or carried by the Client and we waive any claim and/or demand and/or suit regarding participation in the insurance of the Client.</p> <p>(iv) The insurance policies may not be cancelled unless the insurer or anyone on its behalf gave the client prior written notice thereof at least sixty (60) days in advance.</p> <p>(d) The Client may but is not obligated to check the insurance certificate issued by the Consultant as aforesaid, and the Consultant undertakes to make any changes and/or adjustments</p>
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		<p>required to adjust the certificate of insurance to its obligations under this Agreement. The Consultant declares that the Client's rights to check and demand changes as specified above do not impose on the Client and/or anyone on its behalf any obligation and/or any responsibility regarding the insurances subject to the insurance approval and shall not derogate from any of the Consultant's obligations, regardless of whether or not changes were required as specified above, and whether or not the insurances were examined.</p> <p>(e) In the event that any insurance policy is due to expire or lapse prior to the end of the required validity period as specified hereinabove, at least thirty (30) Days prior to the date on which it is due to expire or lapse, the Consultant shall: (i) renew and extend the applicable insurance policy; and (ii) provide the Client with a duly renewed and extended evidence of insurance in respect of the applicable insurance policy.</p> <p>(f) Each and all insurance policies shall be issued by a recognized and reputable insurer.</p> <p>(g) The Consultant shall pay any insurance premiums and deductibles in a timely manner and shall renew and extend the insurance policies as shall be necessary or required to ensure compliance with this Agreement and the Certificate of Insurance</p> <p>(h) Furthermore, the Consultant shall arrange vehicle insurance policies for its employees' vehicles as required by Law, to which all applicable provisions of this insurance clause shall apply, mutatis mutandis.</p> <p>(i) The limits of liability specified hereinabove are minimum amounts and the Consultant shall have no claim or demand against the Client or anyone on its behalf concerning or in connection with any matter related to the insurance requirements under this Agreement.</p> <p>(j) The Consultant shall notify the Client immediately of any event or circumstance which is likely to give rise to a claim under any of the insurance policies. Furthermore, and without derogating from the rights of the Consultant's insurer to manage or participate in the management (as applicable) of claims under the insurance policies, the Consultant shall cooperate with the Client as may be necessary or required in order to reach a settlement with respect to any such insurance claim under the insurance policies, provided that nothing in this clause shall interfere with the consultant's insurers' absolute right to handle and settle claims as they see fit.</p> <p>(k) Without derogating from any other provisions of this Agreement, to the extent that subcontractors are engaged by the Consultant in connection with the Services and/or this Agreement, the Consultant shall ensure, as a precondition for the engagement of each and all such Subcontractors, that they hold suitable insurance policies for their services, activities and involvement in connection with the services.</p> <p>(l) The consultant holds harmless and exempts the Client, the State of Israel and any person or entity on their behalf from any and all liability for loss or damage which occurs or may occur to property supplied by the Consultant and/or anyone acting on its behalf in connection with the Services and/or this Agreement, including vehicles.</p>
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Clause in the General Conditions	Supplemented, modified, clarified or replaced	Particular Condition
		<p>(m) Breach of terms of any insurance policy by the Consultant and/or anyone acting on its behalf shall not prejudice the Client's indemnity in accordance with the insurance policies.</p> <p>(n) The obligations of the Consultant under this insurance clause are material to this Agreement and any breach thereof shall constitute a material breach of this Agreement.</p>
10.2.1 [Adjudication]	Modified	<p>Unless settled amicably, any dispute arising out of or in connection with the Agreement may be referred by either Party to <b>the competent court of Tel Aviv which shall have exclusive jurisdiction with regard to any matter relating to the Agreement</b> <del>adjudication in accordance with the Rules for Adjudication in Appendix 5 [Rules for Adjudication], The adjudicator shall be agreed between the Parties or failing agreement shall be appointed in accordance with the said Rules for Adjudication.</del></p>
10.2.2 - 10.2.8 [Adjudication]	Deleted	-
10.3 [Amicable Settlement]	Deleted	-
10.4 [Arbitration]	Deleted	-
10.5 [Failure to Comply with Adjudicator's Decision]	Deleted	-

## Appendix 1 [Scope of Work]

1. Drawing on the Bidder's and the Key Person's multi-disciplinary experience and expertise in the infrastructure and railway industries and based on their involvement in similar metro rail projects, the Successful Bidder will be required to advise, assist and support NTA in the process of determining and formulating the high-level optimal approach to the implementation of the Project.
2. Without derogating from the generality of the foregoing, the scope of services will include providing professional advice and assistance, utilizing strategic management, international knowledge, experience, benchmarking and best practice, in relation to complex and/or high-risk client/sponsor areas and functions, including (*inter alia*) the following subjects:
  - 2.1 Project set-up and institutional structuring
  - 2.2 Institutional, corporate, programme and project governance and delivery frameworks
  - 2.3 Project policy and governance structures
  - 2.4 Business Case, finance, budgeting, and financial modelling
  - 2.5 Commercial and procurement strategy
  - 2.6 Operations and maintenance
  - 2.7 Integration
  - 2.8 Rail and non-rail systems
  - 2.9 Strategic requirements
  - 2.10 Organization (Project) development and planning
  - 2.11 Project outcomes assurance
  - 2.12 Contract management
  - 2.13 Project delivery and functional strategy development
  - 2.14 Land value capture and transit-oriented development (LVC/TOD)
  - 2.15 Transportation Hubs/Nodes
  - 2.16 Building capacity
  - 2.17 Social value
  - 2.18 Organizational structure

3. The Successful Bidder shall provide NTA with leadership support and functional mentoring in general, and in particular, with a contract management framework mentoring for the oversight and contract management of the Metro Tel Aviv Network Manager and Line Managers including, *inter alia*, preparation of a submission and evaluation program, monitoring tools, contract oversight and the review and acceptance of the Network Manager and Line Managers deliverables during the term of their agreements with NTA.
4. The Successful Bidder shall act as a “critical friend” and expert reviewer.
5. The Successful Bidder shall provide NTA strategic advice at ministerial corporate level.
6. The Successful Bidder shall support NTA in designing and implementing client level assurance, i.e. assurance of organization and project outcomes.
7. The Successful Bidder shall provide NTA with professional advice and assistance with respect to any other issue or matter of the programme as determined by NTA from time to time (at its sole discretion and according to its needs).
8. The scope of services may include the performance of research, analyses, peer reviews, market studies, etc., and the compilation of reports and presentations.
9. The Services will be provided mainly by the Key Person (on a full-time basis) and shall include any and all “back-office” activities and internal consultations of the Key Person with additional professionals employed by the Line Manager, all as may be necessary or required in order to provide the Services to the Client’s full satisfaction.
10. Without derogating from the foregoing, if so instructed by NTA, specific tasks/assignments will be provided by additional professional personnel of the Consultant.
11. The Key Person and/or other representative(s) or expert(s) on behalf of the Bidder (as necessary) may be required to arrive at Israel from time to time, but not more than seventy (70) working days per year. The Key Person and/or other representative(s) or expert(s) on behalf of the Bidder arriving at Israel will be allocated an office in NTA’s offices.

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## **Appendix 2 [Form Non-Conflict of Interests Undertaking]**

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

Dear Sir / Madam,

### **Re: Declaration and Obligation of No Conflict of Interest**

I, the undersigned, \_\_\_\_\_ carrier of ID/Passport No. \_\_\_\_\_, hereby declare as follows with respect to the Agreement executed on \_\_\_\_\_ between NTA – Metropolitan Mass Transit Systems Limited (“NTA”) and \_\_\_\_\_ (the “Consultant” and the “Agreement”, respectively):

1. I am a member of the Consultant’s staff;
2. As at the date of my signing this declaration, there are no existing or potential restrictions or limitations, including under any applicable law, restricting or limiting my involvement in or ability to provide or perform the Services (as defined in the Agreement) in accordance with the Agreement;
3. As at the date of my signing this declaration, there is no existing or potential direct or indirect personal, professional or financial connection between NTA and me;
4. As at the date of my signing this declaration, there is no actual, potential or concern for a conflict of interest regarding my involvement in providing or performing the Services;
5. I shall not engage or become involved, whether directly or indirectly, in any legal or other relationship with any person or entity that creates or causes, or appears to create or cause, any actual, potential or concern for a conflict of interest regarding my involvement in providing or performing the Services, or regarding the involvement of the Consultant in providing or performing the Services;
6. If any actual, potential or concern for any conflict of interest arises at any time, I shall immediately: (i) notify the Consultant thereof; and (ii) take any and all steps and measures necessary or required to remove, prevent or avoid (as the case may be) the applicable actual, potential or concern for a conflict of interest;
7. I shall not submit a bid or proposal or otherwise participate (whether directly or indirectly, on my own or in conjunction with any other person or entity, or otherwise) in any other or future tenders which may be published by or on behalf of NTA (including regarding or in connection with the Project (as defined in the Agreement)), unless with the prior approval of NTA, to be granted at its sole discretion;

8. I shall not provide, perform or render any services, consultancy or advice (whether directly or indirectly, on my or in conjunction with any other person or entity, for reward or gratuitously, or otherwise) to any third party regarding or in connection with the Project, unless with the prior approval of NTA, to be granted at its sole discretion;
9. My declarations, obligations and undertakings hereunder shall survive any expiry, completion, termination or cancelation (as the case may be) of the Agreement and remain in full force and effect and binding on following such expiry, completion, termination or cancelation (as the case may be); and
10. My declarations, obligations and undertakings hereunder were given of my own free will and are irrevocable.

Signed at \_\_\_\_\_ (*name of country and city/town*) on  
\_\_\_\_\_ (*date*)

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**Full name**

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**Email address and contact telephone number**

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**Signature**

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## Appendix 3 [Remuneration and Payment]

### 1. General

- 1.1. The Consultant's entitlement to payment pursuant to this Appendix 3 (Remuneration and Payment) is subject always to the provisions hereof and to all other applicable provisions of the Agreement.
- 1.2. The amounts payable to the Consultant pursuant to this Appendix 3 (Remuneration and Payment) shall cover and include any and all remuneration, consideration and compensation payable in connection with the Services and the Agreement and no other, further or additional amounts whatsoever shall be payable in connection therewith unless expressly stated otherwise herein or in the Agreement.
- 1.3. Without derogating from the foregoing, the amounts payable to the Consultant pursuant to this Appendix 3 (Remuneration and Payment) shall:
  - 1.3.1. cover and include any and all direct and indirect taxes (including value added tax), withholdings, duties, charges, fees, levies and other compulsory payments and dues; and
  - 1.3.2. cover and include reimbursement to the Consultant for any and all costs, expenses and disbursements incurred or to be incurred thereby in connection with the Services and the Agreement; and
  - 1.3.3. cover and include any and all overheads, profits and other amounts in connection with the execution and implementation of the Agreement and in connection with the provision and performance of the Services; and
  - 1.3.4. constitute the fixed, final and all-inclusive consideration for the execution and implementation of the Agreement and for the provision and performance of the Services; and
  - 1.3.5. the Consultant shall not be entitled to any other, further or additional payment, reimbursement, remuneration, consideration, compensation, remedy or recourse due to or as a result of any change of or to any law (including the Law) whatsoever.
- 1.4. **Currency of Payment.** Any and all amounts and payments under or pursuant to the Agreement shall be payable in USD or Euro only, in accordance with Tender Form "13".

### 2. Consideration for the Provision of the Services

#### 2.1. **Monthly Retainer**



- 2.1.1. In consideration for the provision and performance of the Services by the Key Person, the Consultant shall be entitled to a monthly payment of the Monthly Retainer, calculated and determined pursuant to Tender Form “13” (Price Proposal).
- 2.1.2. For avoidance of doubt, the Monthly Retainer shall be payable only as of the date of the commencement of the provisions and performance of the Services by the Key Person, as stipulated in Section 4.2.1 of the Agreement.
- 2.1.3. Without derogating from the provisions of Section 1 (General) above, the Monthly Retainer shall be deemed to constitute the consideration payable to the Consultant for the provisions of the Services by the Key Person, on a full-time basis.

## 2.2. **Adjustment of Monthly Retainer**

- 2.2.1. Once every six (6) calendar months during the Term of the Agreement, the Client will evaluate the scope of the Services expected to be required of the Key Person during the following six (6) calendar months.
- 2.2.2. Following such evaluation, if the Client finds that the workload during the following six (6) calendar months’ period is expected to decrease, the Client will be entitled to reduce the Monthly Retainer respectively, provided that the Monthly Retainer in any given six (6) calendar months’ period shall not be lower than eighty percent (80%) of the original Monthly Retainer.
- 2.2.3. If the Client decided to reduce Monthly Retainer as stipulated above, it shall notify the Consultant of such reduction at least thirty (30) days prior to the end of the applicable six (6) calendar months’ period.

## 2.3. **Hourly Rate for Additional Personnel.**

- 2.3.1. In consideration for the provision and performance of the Services by additional professional personnel of the Consultant, the Consultant shall be entitled to payment of the Hourly Rates, calculated and determined pursuant to Tender Form “13” (Price Proposal).
- 2.3.2. Any deployment of such additional professional personnel of the Consultant shall be subject to a specific “work order” for a specific assignment, to be issued by NTA, and which shall specify, *inter alia*, the grades of the personnel to be engaged in the execution of the assignment and the maximum working hours for each.

2.4. **Additional Key Persons.** If the Client exercised its right under the Agreement to require that the Consultant make available (an) additional Key Person(s), the Consultant shall be entitled to a monthly payment of the Monthly Retainer per each Key Person actually employed in the provision and performance of the Services, discounted as follows:

2.4.1. In respect of one (1) additional Key Person – 10%.

2.4.2. In respect of two (2) additional Key Persons – 20%.

Numeric example:

Number of Key Persons employed	Total Remuneration
1	1 X Monthly Retainer
2	1.9 X Monthly Retainer
3	2.7 X Monthly Retainer

2.5. **Partial Services.** For Services rendered during only part of a calendar month, the Consultant will be paid only the relative (prorated) portion, calculated daily, of the applicable Monthly Retainer, corresponding to the relative (prorated) portion of the calendar month during which such Services were rendered (a calendar month shall be deemed to consist of thirty (30) days).

### 3. **Consideration for arrival to Israel**

3.1. If the Key Person(s) and/or anyone else on behalf of the Consultant shall be required to arrive at Israel, the Consultant shall be entitled to reimbursement of expenses as follows:

Item	Reimbursed expenses
Flights to or from Israel	The cost of flight tickets (economy class)
Hotel accommodations in Israel (including meals at the hotel)	The lower of: (i) USD 220 (two-hundred and twenty US dollars) per person per night; and (ii) the actual expenditure for hotel accommodations.
Subsistence in Israel	The lower of: (i) USD 70 (seventy US dollars) per person per day; and (ii) the actual expenditure for subsistence in Israel.

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

#### 4. **Payment Procedure**

- 4.1. **Invoicing.** By no later than the fifth (5<sup>th</sup>) day of each calendar month, the Consultant shall submit a payment request detailing the amount payable to the Consultant in respect of the preceding calendar month (“**Payment Request**”). Each Payment Request shall include a breakdown of the components comprising the applicable payment amount (Monthly Retainer(s), linkage adjustments, additional remuneration pursuant to Section 2.4.2 above, reimbursement of expenses pursuant to Section 3 above).
- 4.2. **Reporting.** Together with each Payment Request, and as a condition for payment pursuant thereto, the Consultant shall submit a summary of the Services rendered during the preceding month, in the following format, or another format approved by the Client (“**Monthly Report**”):

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

- 4.3. The Client will review the Monthly Report and shall either approve it or instruct the Consultant to clarify or amend it, if the Client is of the opinion that the Monthly Report does not accurately represent the manner in which the Services were rendered by the Consultant’s staff during the preceding month.
- 4.4. **Payment Date.** Amounts due and owing to the Consultant will be paid within thirty (30) days after approval of the applicable Payment Request (including the Monthly Report) (“**Payment Date**”).
- #### 5. **Adjustment of Payments**
- 5.1. All payments made to the Consultant shall be linked and adjusted as follows:
- 5.1.1. If the currency of payment is EURO – to HICP.
- 5.1.2. If the currency of payment is USD – to US CPI.
- 5.2. The “**Base Index**” shall mean the HICP or US CPI (as applicable) known on the Bid Submission Date.

- 5.3. Each payment to the Consultant shall be linked to the HICP or US CPI (as applicable) known on the last day of the calendar month prior to the date of the relevant Payment Request (the “**New Index**”).
- 5.4. By way of an illustrative example: Adjustment of payments for a Payment Request submitted on 5 May 2023 for payments related to Services provided during April 2023 will be calculate in accordance with the published indices and exchange rates published on 31 April 2023.
- 5.5. If the New Index is higher than the Base Index, the payment to the Consultant shall be adjusted to reflect the increase (in percentage points) of the New Index as compared to the Base Index.
- 5.6. If the New Index is lower than the Base Index, the payment to the Consultant shall be adjusted to reflect the decrease (in percentage points) of the New Index as compared to the Base Index.

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## Appendix 4 [Form of Confidentiality Undertaking]

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

Dear Sir / Madam,

### **Re: Confidentiality Undertaking**

I, the undersigned, \_\_\_\_\_ carrier of ID/Passport No. \_\_\_\_\_, hereby declare as follows with respect to the Agreement executed on \_\_\_\_\_ between NTA – Metropolitan Mass Transit Systems Limited (“NTA”) and \_\_\_\_\_ (the “**Consultant**” and the “**Agreement**”, respectively):

1. I am a member of the Consultant’s staff;
2. For all purposes hereof, “**Confidential Information**” shall have the meaning ascribed thereto in the Agreement, namely: all information specifically identified by the disclosing Party as confidential at the time of disclosure, or information that a reasonable person would consider from the nature of the said information and circumstances to be confidential, including without limitation confidential or proprietary information, trade secrets, data, documents, communications, plans, know-how, formulas, designs, calculations, test results, specimens, drawings, studies, specifications, surveys, photographs, software, processes, programmes, reports, maps, models, agreements, ideas, methods, discoveries, inventions, patents, concepts, research, development, and business and financial information”;
3. I shall keep all Confidential Information strictly confidential and shall not divulge or disclose any Confidential Information to any third party, make copies of material containing any Confidential Information, or use or benefit from any Confidential Information, unless expressly required or permitted pursuant to the Agreement or otherwise expressly required or permitted by NTA in writing;
4. For purposes hereof, “third party” includes (without limitation) any and all officers, directors, functionaries, laborers, employees, personnel, staff, advisors, consultants, subconsultants, contractors, subcontractors, representatives and agents of the Consultant who are not involved in providing or performing any of the Services (as defined in the Agreement);
5. I may use and/or make copies of Confidential Information only if and to the extent that it is strictly necessary or required for the provision or performance of the Services in accordance with the Agreement;

6. Immediately upon the expiry, completion, termination or cancelation (as the case may be) of the Agreement, I shall return all Confidential Information to NTA or, at the request of NTA, permanently delete or destroy (as applicable) all Confidential Information;
7. All Confidential Information shall be and remain the sole and exclusive property of NTA and neither the Consultant nor I shall have any proprietary, ownership or other interest therein;
8. I acknowledge that a breach of any obligations of confidentiality hereunder is likely to cause irrevocable damage to NTA and that, accordingly, NTA shall be entitled to seek immediate injunctive, interdictory, mandatory and/or other equitable relief against the Consultant and/or against me (as applicable) in addition to and without derogating from any other remedies and rights of recourse available to NTA under or pursuant to the Agreement or law;
9. The obligations of confidentiality hereunder shall not apply to any disclosure required or permitted by law, provided however that I shall use my best efforts to object to any such disclosure, shall not disclose more Confidential Information than is strictly necessary and shall immediately notify NTA and the Consultant of any such actual, potential or reasonably anticipated disclosure;
10. My declarations, obligations and undertakings hereunder shall survive any expiry, completion, termination or cancelation (as the case may be) of the Agreement; and
11. My declarations, obligations and undertakings hereunder were given of my own free will and are irrevocable.

Signed at \_\_\_\_\_ (*name of country and city/town*) on  
\_\_\_\_\_ (*date*)

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**Full name**

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**Email address and contact telephone number**

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**Signature**

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## **Appendix 5 [Quality Assurance Guidelines]**

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

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

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## **Annex 6 [Software Requirements and Document Control]**

### **1. Definitions**

1.1. In this **Annex “O” (Software Requirements and Document Control)**, the following terms shall bear the following meanings:

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

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

### **2. Software Requirements**

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

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

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

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

**Table 1: Required Software Version**

<b>Software</b>	<b>Version</b>
Microsoft Project	2016 or later
Microsoft Office	2016 or later
AutoCAD	2016 or later

2.2. **Owner-purchased, Consultant-licensed Software**

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

**Table 2: Owner-purchased Software**

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

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

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

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

3.1. The Owner intends to use (and is already using) a Project-wide EDMS solution using Oracle Aconex software. The Aconex software has an English user interface and can capture text in various languages, including Hebrew.

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

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

- 4.7. The Owner may, at its sole discretion, require the Consultant to perform point-based tests in the system to upgrade the version currently in use.
- 4.8. The Consultant shall attend training sessions on the proper operation of the software and receive regular updates about the software. Such training sessions will be held at the Owner's or Consultant's offices from time to time, but at least twice in a calendar year.

## **5. Security Protection and License Rights**

- 5.1. The information generated, received and/or sent by the Consultant, whether in its electronic form, as digital files or in hard copy form, shall be kept secure, as set forth below.
- 5.2. The Consultant shall:
  - 5.2.1. Comply with the Owner's security policy as may be amended from time to time;
  - 5.2.2. Use the software in accordance with the licensing requirements of the TPS providers;
  - 5.2.3. Install and maintain recognized professional antivirus software on all computers used by the Consultant to guard against threats posed by new and complex malicious software;
  - 5.2.4. Maintain its networked computers behind hardware firewalls;
  - 5.2.5. Perform regular backups of its data at least once per week;
  - 5.2.6. Ensure that all files submitted to the Owner and/or its agents and representatives are scanned for viruses before being transmitted;
  - 5.2.7. Only use the Owner's Oracle Aconex EDMS to transmit files. However, if during the course of the Programme an FTP server becomes necessary to transmit specific files, the Consultant shall transfer such files using the Owner's secure FTP server; and
  - 5.2.8. Maintain records of the location of all copies of the licensed software.

## **6. Data Availability from Consultant's System**

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

## 7. **Obsolescence Review**

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

## 8. **Document Control**

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

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

8.2.1. Numbering system to be implemented;

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

8.2.3. Metadata to be provided (document attributes);

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

8.2.5. Document submission schedules; and

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

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

8.4. The Consultant shall provide appropriate access security to maintain confidentiality of the EDMS.

8.5. The Consultant shall secure and control access to paper documents and its internal recordkeeping procedures.

8.6. All Consultant documents which are issued to NTA, including Subcontractor documentation, shall be given unique numbers and document attributes for searching within the EDMS, as required by NTA.

8.7. The Consultant's documents uploaded to the EDMS and forwarded by predefined work procedures shall include document attributes as required by NTA and containing the following as a minimum:

8.7.1. Predefined EDMS work procedures;

- 8.7.2. To/from contact;
  - 8.7.3. Subject/date/reference;
  - 8.7.4. List of contents;
  - 8.7.5. Document status;
  - 8.7.6. Document version;
  - 8.7.7. Return due date (if applicable);
  - 8.7.8. Media format; and
  - 8.7.9. Authorized representative approval.
- 8.8. Every predefined work procedure shall contain submission details in PDF format by file name. The native file format shall be uploaded to the EDMS.
- 8.9. File names shall be divided according to segments noted in the document number to prevent multiple files with the same name.
- 8.10. Documents names shall be divided into separate segments by attributes.
- 8.11. Where a submittal comprises or contains a report it shall be submitted in the same file.
- 8.12. The Consultant shall provide for NTA's approval a document numbering system, which includes, *inter alia*, NTA's title/number and review status decal blocks on all Consultant's documents.
- 8.13. The Consultant shall comply with NTA's CAD standards and shall use NTA's standard template.
- 8.14. For drawings, NTA's title/number and drawing review status decal blocks shall be placed as close as possible to the Consultant's own number block, in the bottom right hand corner of the drawing. For the support documents, NTA's standard document template, containing title/number and document review status decal blocks shall be used as the front cover of the document.

## **Appendix 6 [Information Security Requirements]**

### **1. Definitions**

In this **Annex “P” (Information Security Requirements)**, the following terms shall bear the following meanings:

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

### **2. NTA’s Information; Security Requirements**

#### **2.1 General Requirements**



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

## 2.2 **Human Resources Information Security**

- 2.2.1 Subject to all applicable Law, the Consultant shall be responsible for performing background checks of anyone on its behalf authorized to access NTA's Information Environment.
- 2.2.2 The Consultant shall perform and implement activities to raise awareness of Information Security by all persons and entities involved in the provision and performance of the Services.
- 2.2.3 The Consultant shall ensure cancellation of privileges and return of records, documents, deliverables, information and data containing NTA's Information Assets by any member of the Consultant's Staff upon completion of his/her role in the provision and performance of the Services or upon his/her replacement.

## 2.3 **Physical Security**

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

#### **2.4 Transfer of Sensitive Information between the Consultant and NTA**

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

#### **2.5 Information Storage**

- 2.5.1 In general, all information shall be stored on the servers of the Consultant's internal network rather than at the endpoints.
- 2.5.2 Where there is a Business Need to keep sensitive NTA's Information Assets on a laptop, the files or the hard drive must be encrypted.

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

## 2.6 Backup and Recovery

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

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

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

## 2.7 Network Security

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

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

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

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

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

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

2.7.2.5 SSID broadcast shall be disabled;

2.7.2.6 Updated encryption algorithm with a complex passphrase shall be used;

2.7.2.7 Logs and monitor shall be applied for the Wi-Fi network.

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

## 2.8 Access Control

- 2.8.1 Accessing NTA's Information Environment will require authentication and shall be limited to a Business Needs basis.
- 2.8.2 User privileges shall be allocated according to need and according to business principles "need to know" and "least privilege".
- 2.8.3 Strong privileged user accounts (e.g. administrator) will be allocated to the minimum required number of users. The use of such accounts shall be audited and monitored.
- 2.8.4 A unique user ID shall be assigned to any authorized person with access to NTA's Information Environment. The use of a group account or a shared account in NTA's Information Environment is prohibited.
- 2.8.5 The accounts of persons no longer involved in the performance of the Services shall be blocked or canceled.
- 2.8.6 The Consultant shall enforce a strong password policy:
  - 2.8.6.1 Passwords length will be at least eight (8) characters;

- 2.8.6.2 Passwords shall contain a combination of uppercase and lowercase letters, numbers and symbols.
- 2.8.7 Replacement of the initial password (provided by the network administrator/system) will be enforced. A permanent password will be generated immediately after the first login.
- 2.8.8 Password replacement will be enforced every three (3) months, at the least. The user will be required to choose a new password which is not identical to one of his/her last three (3) passwords.
- 2.8.9 Cryptographic protection for passwords will be implemented, both in storage and in transit. The protection method will be congruent to the latest recommendations in the field.
- 2.8.10 Inactive session shall be terminated automatically after twenty (20) minutes. Reconnection shall require the user to log in again.
- 2.8.11 User accounts shall be locked after six (6) failed access attempts. Unlocking shall be possible only after the elapse of not less than thirty (30) minutes or by an administrator, after completion of user authentication.
- 2.8.12 All remote access connections to NTA's Information Environment will be on an encrypted channel (such as SSL VPN) and shall require multi-factor authentication. For example, a user password + MFA.

## **2.9 Servers and Endpoint Security**

- 2.9.1 The Consultant shall configure and harden all servers and endpoints used for NTA's Information Environment in accordance with manufacturers' instructions or best applicable practices, all as shall be approved in advance by NTA.
- 2.9.2 Applications, services, ports, modules, components, etc., which are not defined as necessary for operation shall be blocked or disabled.
- 2.9.3 All default vendor accounts and passwords for all components on NTA's Information Environment (operating system, software components, communications components, etc.) shall be removed or blocked and replaced with designated accounts of the Consultant and strong passwords.

- 2.9.4 Critical security updates for software components and operating systems in NTA's Information Environment shall be installed upon their date of publication and by no more than thirty (30) days thereafter. Non-critical updates shall be installed in a timely manner.
- 2.9.5 Automated tools for protection against malware shall be installed on all servers and endpoints in NTA's Information Environment. The Consultant shall ensure that the tools are updated at all times.
- 2.9.6 Control and limitation of software installation on endpoints connected to NTA's information environment (application control) shall be implemented.
- 2.9.7 The autorun feature shall be blocked on both servers and endpoints.
- 2.9.8 A personal firewall shall be activated at all endpoints. Devices, which connect to NTA's Information Environment, shall be under the control and management of the Consultant, including control over the configuration settings, the installed software and the level of security patches update.

## 2.10 Removable Media Usage

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

## 2.11 Monitoring & Control

- 2.11.1 The following elements shall be recorded in the events log at a minimum: server's operating system; service application (where relevant); security mechanisms (firewall, IDS / IPS, Application Firewall, Web Proxy, anti-malware, DLP).
- 2.11.2 Event logs shall include the following events at a minimum:
  - 2.11.2.1 Successful and failed login attempts;
  - 2.11.2.2 Disconnection from the system;
  - 2.11.2.3 All actions performed by a privileged user;
  - 2.11.2.4 Any actions taken in the accounts and authorization management mechanism;

- 2.11.2.5 Events detected by security tools and mechanisms.
- 2.11.3 The following information must be stored for each event:
  - 2.11.3.1 User ID;
  - 2.11.3.2 Timestamp (Time & Date);
  - 2.11.3.3 Event name / Performed action
- 2.11.4 Log records shall be retained for a period of at least six (6) months.
- 2.11.5 Log modifications or deletion of logs by users, including users with administrative privileges, shall not be permitted or enabled.
- 2.11.6 Manual or automatic review of the logs to identify unusual events shall be performed.