

REQUEST FOR PROPOSALS
FOR
DUE DILIGENCE STUDY
FOR
THE JERUSALEM LRT RED LINE
INSTRUCTIONS TO BIDDERS (ITB)

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1. GENERAL INTRODUCTION AND BACKGROUND

- 1.1. The Jerusalem LRT Red Line commenced partial operations in August 2011 and full commercial operations in March 2012. The project was the first of its type in Israel and was instituted as a BOT project under an agreement (the “Concession Agreement”) executed in 2004, between the Government and CityPass, the SPC which was awarded the tender (the “Concessionaire”). Under the Concession Agreement the Concessionaire received a concession for the finance, design, construction, operation and maintenance of the LRT System (the Red Line) for a period of thirty (30) years commencing on the Effective Date (as defined in the Concession Agreement) (the “Concession Period”). Under an Addendum to the Concession Agreement in 2008, the Concession Period was extended and set to expire on September 7, 2036.
- 1.2. The Concession Agreement entitles the Government, in the event of its deciding on future lines for the LRT System, to ‘buy back’ the existing LRT System after 7 years following the official commencement of operation. Such a ‘buy-back’ would enable the Government to incorporate the operation and maintenance of the first (Red) line of the LRT system within the operation and maintenance of the overall JLRT network, and have a single operator for the entire JLRT network.
- 1.3. The Jerusalem Transportation Masterplan Team (JTMT), was delegated by the Jerusalem Municipality, the Ministry of Transport and the Ministry of Finance to act as the entity responsible for the implementation of the Jerusalem Mass Transit System Project. In this regard, JTMT will soon be publishing the tender for the design, construction, operation and maintenance of the Jerusalem Light Rail Train Network (the “J-Net”).
- 1.4. The J-Net tender will include the following tasks:
 - 1.4.1. Extension of the Red Line (the existing line)
 - 1.4.2. Design and construction of the Green Line (new line)
 - 1.4.3. Handover of responsibility for the operation and maintenance of the Red Line from the current operator to an operator that will operate the entire J-NET (one operator for the entire network). In this regard, and to enable such handover of responsibility, it is anticipated that the Government will exercise its buy back rights under the Concession Agreement.
- 1.5. In order to assist the J-Net Bidders in preparing their bids for the J-NET tender, in particular with respect to the responsibilities entailed in paragraph 1.4.3.1.4 above, JTMT intends to provide them with comprehensive and detailed information on the current status of the operating Red Line. This is in order, inter alia, to provide J-Net Bidders with a basis for pricing those clauses in the J-NET tender dealing with the operation and maintenance of the existing LRT System (the Red Line).
- 1.6. To this end JTMT wishes to engage an independent consultant (hereinafter: the “Consultant”) with proven practical experience in the field, to conduct a due diligence survey of the Red Line LRT System and to compile a due diligence report. The updated due diligence report will be provided to J-Net Bidders prior to the date for J-Net bid submission.

- 1.7. JTMT has itself prepared a comprehensive report on the current status of the Red Line. This report will be included in the information provided to the J-Net Bidders as part of the J-Net RFP and will be made available to the due diligence Consultant. A data room including detailed information on the Red Line will also be available to the J-Net Bidders and to the Consultant.
- 1.8. It is intended that, in conducting its due diligence survey and preparing its report the Consultant will relate to the JTMT report, as well as to the questions, comments and requests for clarification submitted by the J-Net Bidders with respect to the JTMT report. The Consultant will also assist JTMT as required in the preparation of its responses to such questions, comments and requests for clarification. It is also intended that the Consultant will respond to questions, comments and requests for clarification on the due diligence report once such report has been issued to the J-Net Bidders.
- 1.9. JTMT further intends to have the option to retain the services of the Consultant for a minimum of two further years following the J-Net bid submission date to assist JTMT in all aspects relating to the assessment of the status of the Red Line LRT System in the event of a buy back under the existing Concession Agreement and the handover of the Red Line LRT System to the incoming concessionaire.
2. The Tender Committee therefore hereby invites Bidders to participate in this tender process and to submit Bids for the provision of due diligence services for the Jerusalem LRT Red Line (hereinafter: the “Services”), the scope of which are more fully defined and detailed in these RFP Documents (as defined herein-below) including in the Terms of Reference (hereinafter: “the TOR”) attached hereto as Annex A.

The purpose of this ITB document is to direct Bidders with respect to all aspects of the preparation of their Bids, including the technical and financial information to be submitted, and to provide details of the tender process.

3. DEFINITIONS

Authorised Representative	The Authorised Representative of the Bidder is the person nominated and authorised by the Bidder to perform actions and other powers on its behalf, including signing documents in the name of the Bidder, all as set forth in the relevant form attached hereto in Annex B.
Bid	A complete written proposal submitted in accordance with the Instructions to Bidders (ITB), including but not limited to the general information of the Bidder, legal confirmation, bid price, technical proposal and financial proposal and other supporting documents including all the information and completed forms and declarations required to be submitted by the Bidders in accordance with the provisions of this RFP.
Bidder	A legal entity lawfully registered or incorporated in a jurisdiction outside of the State of Israel, eligible to respond to the present Request for Proposals, in compliance with the ITB.
Bid Price	The total amount forming the Financial Proposal.
Consultant	The Bidder which, upon completion of the Tender Process under this

	Tender will sign the Contract with JTMT for the performance of the Services or part thereof.
Concession Agreement	The consolidated version of the agreement signed between the State of Israel and the Concessionaire on 22 September 2004, as more fully described in Section 1.1 above.
Concessionaire	The single purpose company responsible for the financing, design, construction operation and maintenance of the LRT System, as defined in the Concession Agreement.
Contract	The agreement to be signed between JTMT and the Consultant following the selection of the preferred Bidder and the successful completion of the Tender Process in accordance with the RFP, attached hereto as Annex D.
Control	Shall have the meaning ascribed thereto in Article 1 of the Securities Law 1968.
Government	The Government of the State of Israel
Green Line	As described in Section 7.1.4 below
Initial Network	As described in Section 7 below.
J-Net	As more fully described in Section 1 above.
J-Net Bidder	The participants in the J-Net tender process.
JTMT	The Jerusalem Transport Masterplan Team, a division of the Association for Urban Planning, Development and Preservation – (R.A.), delegated by the Jerusalem Municipality and the Ministry of Transport to act as the entity responsible for the implementation of the Jerusalem Mass Transit System Project.
Key Personnel	The Personnel as detailed in Annex E attached to this ITB.
Laws and Regulations	All laws, ordinances, regulations, orders, including municipal by-laws, procedures and permits, and all rules, applicable standards and administrative orders in Israel, as may be issued and in force in the State of Israel and/or as amended and/or modified and/or from time to time.
Member(s)	The persons or legal entities forming part of the Bidder.
Project	The design, finance, construction, operation and maintenance of the Red Line.
Offence	A criminal offence, in Israel or, if the corporation, company or partnership, recognized by law within its domicile, 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, which constitutes a felony ("עוון") or worse, or another criminal offence which resulted in a prison sentence of at least one (1) year (or longer), and which verdict was handed down during the seven (7) year period prior to the Submission Date of the Bid.
Personnel	Persons assigned by the Bidder, whether as employees or otherwise, to the performance of the Services or any part thereof; "Overseas

	Personnel" means such persons who at the time of being so assigned had their domicile outside Israel; and "Local Personnel" means such persons who at the time of being so assigned had their domicile inside Israel;
Project Manager	The person designated by the Bidder to manage the provision of the Services on behalf of the Bidder should it be awarded the Contract.
Related Entity	A legal entity which exercises Control over a Bidder, a legal entity Controlled by a Bidder, and a legal entity under common control with a Bidder.
RFP/ RFP Documents	The Request for Proposals and its appendices, the contents of which are listed in Section 04 below, and any other document issued by the Tender Committee during the Tender Process.
Services	The services forming the work under this RFP.
Submission Date	As set forth in Section 25.2 below.
Tender Committee	The committee formed by JTMT, which will be responsible for recommending the Preferred Bidder/s in compliance with the requirements of the RFP, to the JTMT management board and the governing body of the Association for Urban Planning, Development and Preservation – (R.A.).
Tender Process	The process of selecting the Preferred Bidder followed by the Contract award in accordance with, and subject to, the requirements of this RFP, commencing upon the issuing of the RFP, and ending upon the signing of the Contract with the Consultant.
Third Party	Any person or entity other than (i) the Government; (ii) the Municipality of Jerusalem; (iii) the Consultant or a sub-consultant, or any Related Entity of either; and (iv) JTMT;
TOR	The Terms of Reference, which include the scope of works, describing the services and deliverables to be provided by the Consultant.

4. LIST OF RFP DOCUMENTS

- 4.1. The Request for Proposals consists of the following documents:
 - 4.1.1. Instructions to Bidders (ITB)
 - 4.1.2. Annex A - Term of Reference (TOR) – consisting of the Project requirements, being the basis upon which the Bidders shall prepare their Technical and Financial Proposals, (together with its annexes).
 - 4.1.3. Annex B - Bidding documents and forms.
 - 4.1.4. Annex C - Evaluation Criteria.
 - 4.1.5. Annex D – Contract
 - 4.1.6. Annex E - Mandatory requirements of the proposed Personnel including Key Personnel

5. PRIORITY OF DOCUMENTS

In the event of discrepancies between any of the provisions of this RFP, 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.

6. ANTICIPATED SCHEDULE

6.1. The anticipated schedule for the Due Diligence Tender Process is as follows:

6.1.1. Publication of this RFP: November 1, 2017.

6.1.2. Final date for the submission of requests for clarifications: November 16, 2017.

6.1.3. Bid Submission Date: December 20, 2017.

6.2. The Tender Committee reserves the right to amend any date contained herein, at any time, at its sole discretion by issuing a written clarification in accordance with the provisions of Section 23 below.

7. GENERAL DESCRIPTION OF THE INITIAL NETWORK

7.1. The current state of development of the various LRT lines comprising the Initial Network is detailed below.

7.1.1. The Red Line

The Red Line, which is currently in its operation and maintenance phase, is an "at grade" LRT route which connects Mount Herzl, the Jerusalem City Centre and Pisgat Ze'ev.

The Red Line is comprised of 13.8 km of "at grade" tracks, includes 46 fully motorized 100% low floor vehicles, a depot and an OCC facility located in the French Hill neighbourhood. In addition, there are 23 stops along the Red Line route. To date, the Red Line serves more than 140,000 passengers a day.

7.1.2. The Red Line Extensions

The Government has prepared the detailed design (including the issuing of the relevant building permits), of all civil infrastructure (CWE) works of the Red Line extensions, and intends to execute the first part of such works. The initial (public sector) implementation of the three LRT extensions to the existing Red Line described below has already commenced. The construction, operation and maintenance of these extensions will form part of the J-NET Tender:

- i) **The Neveh Yaakov section** - 2 km of "at grade" tracks extending from the northern part of the Red Line, from Pisgat Ze'ev (Kheil ha-Avir) to Neveh Ya'akov along Moshe Dayan Blvd and Neveh Ya'akov Blvd, including 4 stops: Mazal Shor, Mazal Keshet, Yitzhak Tabenkin, and Leah Goldberg.
- ii) **The Hadassah section** - 4.7 km of "at grade" tracks extending from the southern part of the Red Line, from Arthur Hantke along Henrietta Szold, on a dedicated track-way between Ora Junction and the entrance to the Hadassah hospital campus, and on the south and west parts of the

Hadassah ring road, including 8 stops: Shmaryahu Levin, Haim Haviv, Tahon, Mexico, Iceland, Ora, Hadassah University, and Hadassah hospital.

- iii) **The Givat Ram section** - 1.1 km of "at grade" tracks from the central section of the Red Line intended to line the Hebrew University campus at Givat Ram.

The Red Line extensions are expected to have an estimated fleet of 44 additional vehicles to supply the additional demand. Consequently, an expansion of the existing Depot at French Hill is planned which will increase the stabling capacity there by 28 vehicles. A further additional stabling area on the north side of the extension at Neve Yaakov, which will include stabling capacity for 20 vehicles, will also be required.

- 7.1.3. **The University Branch Lines (U-Lines)** - 3.5 km of "at grade" tracks. Intended to link the university campuses of Mount Scopus and Givat Ram by using a shared section of the Red Line.

7.1.4. **The Green Line -**

18.3 km of "at grade" tracks, connecting Mount Scopus to Gilo including 33 stops, with 2 additional branches:

- i) **The Malcha section** – includes 1.4 km of "at grade" tracks to the commercial and residential areas of Malcha, including 4 stops;
- ii) **The Givat Shaul section** (also known as Har-Nof section) - 2 km of "at grade" tracks, which will link the neighbourhoods of Givat Shaul and Neve Yaakov by using shared sections of the Green Line, including 4 stops.

The planned Green Line will include an additional depot and OCC facilities located at Lot 25 which is intended to serve as the main depot of the J-Net and include stabling capacity for 48 vehicles. It is expected that 70 additional vehicles will be required for the operation of the Green Line.

The Green Line is currently in the detailed design stage with a Pre-Qualification invitation published as part of the two-stage tender process aimed at selecting a successful bidder to execute the implementation, inter alia, of the Green Line.

7.1.5. **The Blue Line**

20.3 km of tracks, connecting Malha to Ramot, with a 2 km underground section that will run between Jaffa Street and Bar Ilan. The Blue line includes a branch to the Talpiot neighbourhood and an optional branch on the Hebron Road.

The Blue line will include an additional depot & OCC facilities located at Malcha or Gilo, an estimated 100 vehicles and 40 stops.

The Blue Line is currently in the detailed design stage.

7.1.6. **The Yellow Line**

2.7 km of "at grade" tracks, connecting the Israel Museum to the Mamilla Mall by using a shared section of the Red Line including the University Branch Lines between the Municipality and Ben Dor junction. This line includes 6 stops:

Govat Center, Yitzak Rabin street, the Knesset, Israel Museum, Shlomzion street and Mamilla Mall.

7.1.7. **The Purple Line** – about 10 km of tracks, linking the Hadassah hospital campus (on Ein Karem) to the Talpiot neighbourhood.

8. THE SERVICES

- 8.1. The Services to be provided by the Consultant under this RFP are as set forth below and more fully defined in the TOR attached hereto as Annex A.
- 8.2. The main objectives of the Services are: i) to produce a comprehensive in-depth report reflecting the current state and condition of the Red Line, providing the most up to date information to J-Net Bidders submitting a proposal for the operation and maintenance of the Red Line; and ii) to assist JTMT and the tender committee for the J-Net tender, in responding to J-Net Bidder's questions, comments and requests for clarification, with regard to: a) the JTMT Red Line Status Report; b) the Consultant's due diligence report on the Red Line LRT System; and c) the process for the handover of the Red Line LRT System in the event of a buy back.
- 8.3. As part of the above due diligence services, the Consultant shall, as a minimum, independently assess the following:
 - 8.3.1. Existing O&M documentation including procedures, maintenance and spare parts inventory.
 - 8.3.2. The operational strengths, weaknesses and capabilities of the Red Line, including operational and maintenance performance of the Red line's systems, sub-systems, rolling stock, trackbed, trackway, depot, stops, ticketing system and all associated facilities.
- 8.4. The Consultant shall produce an impartial, neutral and independent report covering all the above topics.
- 8.5. As part of the Services the Consultant shall perform checks along the alignment, at the French Hill depot and at any other location or facility deemed relevant for the successful provision of the Services.
- 8.6. The Consultant shall relate in its work, *inter alia*, to the Red Line up-to-date status report prepared by JTMT.
- 8.7. For the removal of doubt and for clarity purposes, JTMT shall not be under any obligation whatsoever to award the Consultant the Services, in full or any part thereof, and/or any tasks related to and/or derived therefrom, and it shall have sole discretion with respect to the exercise of such right.
- 8.8. By submitting a Bid for this Tender, Bidders hereby waive their rights (if applicable) and they shall have no recourse or claim whatsoever against JTMT as a result of its exercise of its rights as set forth above.

9. ORGANISATION OF THE CONSULTANT FOR PERFORMANCE OF THE WORK

- 9.1. The Consultant's work shall be carried out, as necessary, at its own home office, on site and at the offices of JTMT in Jerusalem.

- 9.2. JTMT will provide the Consultant, at no cost, with a furnished working space at its offices in Jerusalem as needed. The Consultant shall provide its own computers and software.

10. GOVERNING LAW

This Tender Process shall be governed by, and construed in accordance with, the applicable laws and regulations of the State of Israel. Each Bidder, by submitting a Bid, shall be deemed to acknowledge that it is acquainted with the laws, regulations and provisions prevailing in the State of Israel which may be applicable to the Project, and that it will comply with these.

11. CONFORMITY WITH LAWS AND REGULATIONS

- 11.1. By submitting a Bid each Bidder is deemed to have obtained legal advice.
- 11.2. Bidders and their respective Bids:
- 11.2.1. Must abide and comply with applicable Laws and Regulations.
- 11.2.2. Are subject to any changes in any of the Laws and Regulations, even if such changes are introduced during the course of the Tender Process.

12. JURISDICTION

- 12.1. The authorized District Court in Jerusalem will have sole jurisdiction over all matters and all disputes arising in connection with the RFP and Tender Process in its entirety.
- 12.2. The foregoing does not derogate from the obligation of any Bidder and anyone acting on their behalf, to address the Tender Committee, in writing, with a specific and detailed claim or complaint.
- 12.3. Each Bidder, by submitting a Bid, is deemed to have waived any right to seek any injunction or interim order, or interim remedy or relief from the courts with respect to the RFP, the Project or the Services.

13. SEVERABILITY

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

14. LANGUAGE OF THE TENDER

- 14.1. The official language for this Tender Process, as well as for the performance of the Services will be English.
- 14.2. In the event that translations are required to the English language for any reason whatsoever including as detailed in Section 0 below, all costs in connection with any such translations shall be borne solely by the Bidders.

15. NOMINATION OF AN AUTHORIZED REPRESENTATIVE

- 15.1. Bidders will nominate an individual to act on their behalf as an Authorized Representative in accordance with the form attached to Annex B for the purposes and with the authority as described therein, including but not limited to: (i)

correspondence with the Tender Committee; and (ii) receiving instructions from the Tender Committee for and on behalf of the Bidder.

- 15.2. The Authorized Representative shall be responsible for all communication with the Tender Committee during the Tender Process. The Tender Committee will not be responsible for any communication held with or by any other person, other than the Authorized Representative.
- 15.3. All correspondence on behalf of the Tender Committee will be communicated to the Authorized Representative by fax, mail or e-mail, according to the details provided by the Bidders.
- 15.4. Replacing the Authorized Representative may only be performed by prior written notice to JTMT signed by the Bidder and following receipt of JTMT's approval for such replacement.

16. ELIGIBILITY AND PARTICIPATION REQUIREMENTS

16.1. General Participation Requirements

- 16.1.1. For the purpose of determining a Bidder's eligibility to submit a Bid and partake in the Tender Process, Bidders are required to fulfil all the terms and conditions for Bidders detailed in the RFP and submit declarations to this effect in accordance with the forms attached hereto as Annex B, including regarding compliance in full with:
 - i) the criteria set forth in this Section 16.
 - ii) the requirements set forth in the RFP and its annexes, including the requirements detailed under Section 0 below regarding the information and documentation required under Part 1- General; Part 2 – Information concerning the Bidder; Part 3 – the technical proposal and Part 4 – the financial proposal.
- 16.1.2. The Bid shall be submitted by a Bidder which carries on its business in a country which maintains diplomatic relations with Israel.
- 16.1.3. There are no actions or proceedings pending, nor actions or proceedings which might result in any material or adverse change in the Bidder and/or its sub-contractors business, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets, including dissolution, liquidation, freeze of assets, bankruptcy, insolvency, appointment of a trustee, a liquidator or a receiver (including temporarily), or any other analogous situation.
- 16.1.4. The Bidder and/or its sub-contractors, any Related Entity and directors and managers thereof are not residents or nationals of a hostile state which does not have diplomatic relations with the State of Israel;
- 16.1.5. A Bidder and/or its sub-contractors and any directors or managers thereof, who may be involved in the submission of the Bid and/or the Tender Process and/or the provision of the Services as part of the proposed Personnel and/or in any other form and/or manner may not be convicted of an Offence the limitation period of which has not yet elapsed, and no criminal proceedings with respect to an Offence are being conducted against either of them at the date of submission of the Bid.

- 16.1.6. Throughout the Tender Process, and thereafter in the event of its being selected as the Consultant, a Bidder and/or its sub-consultants shall not provide consultancy services to, or form a part of, any of the J-Net Bidders (including entities participating with any of the J-Net Bidders as shareholders, experience providers or major subcontractors) for the period of the J-Net tender process, up to the selection of the J-Net concessionaire (and, where JTMT exercises its option to extend the Services to include the process for the handover of the Red Line LRT System, for such extended period), without the prior written approval of the Tender Committee.
- 16.1.7. A Bidder and/or its sub-consultants may not be blacklisted by the World Bank under its fraud and corruption policy.
- 16.1.8. Each Bidder including the Related Entity of such Bidder may submit only one Bid.
- 16.1.9. A Bidder may not submit a joint proposal with any other Bidder, except if and when authorized or requested in advance by JTMT.
- 16.1.10. A Bidder may not be a sub-consultant of any other Bidder.
- 16.1.11. Existing consultants of JTMT that have provided and/or continue to provide management and/or design and/or planning services are not eligible to participate in this Tender, whether as a Bidder or as a sub-consultant to a Bidder.

17. TECHNICAL ELIGIBILITY REQUIREMENTS

- 17.1. Only those Bidders able to demonstrate all of the following criteria shall be eligible to submit a Bid:
- (i) Compliance with the requirements detailed in Section 16.1 above.
 - (ii) Compliance of the proposed Key Personnel with the mandatory requirements detailed in Annex E attached to this ITB.

All Personnel presented for the performance of the Services are required to adhere to the mandatory requirements set out in Appendix A to the TOR attached to this ITB.
 - (iii) 15-20 years proven experience in the field of design, construction and operation and maintenance of LRT projects.
 - (iv) Successfully undertaken and completed due diligence studies on at least two (2) operating LRT lines of at least the magnitude of the Jerusalem LRT System Red Line, in urban conditions, in the five (5) year period prior to the submission date of the Bid.
 - (v) Demonstrating that the Services will be provided through the use of internal resources of the Bidder (including the proposed Personnel for performance of the Services) in a proportion no less than 60% of the Bid Price.
- 17.2. Sub-consultants used by Bidders for providing the due diligence studies in previous projects may not be submitted as proof of fulfilling the above eligibility criteria.

- 17.3. Bidders are required to clearly demonstrate the particular tasks performed by them, including via their own personnel, in each of the projects submitted to demonstrate compliance with the above eligibility criteria, including where sub-consultants were used, describing in detail the particular role and actual tasks and/or services performed by each sub-consultant.
- 17.4. References to Bidder's meeting eligibility requirements as set forth above, and other relevant information in this regard, are to be presented in the form set out in Annex B to the ITB (see eligibility reference requirements form).

18. CONFIDENTIALITY

- 18.1. The Bidder is invited to take part in the present Tender on the condition that it agrees to keep confidential all information, whether written or oral, concerning the Project which it receives or obtains as a result of the information supplied in this RFP, or in discussions relating to it, except for any such information which is in the public domain. This condition also applies to Members, sub-consultants, and advisers consulted by the Bidder or by such Members. It is the sole responsibility of the Bidder to ensure that any Members, sub-consultants and advisers abide by the terms of this Section.
- 18.2. A confidentiality undertaking, to be signed by each Bidder and Member, is included in the Declaration, Warranty and Undertaking Form attached to this RFP in Annex B to the ITB.
- 18.3. Subject to the provisions of all relevant laws, JTMT undertakes to preserve as confidential the contents of all Bids submitted to it, and will not disclose, divulge, or permit any unauthorized person access to any part of such Bids, until the end of this Tender Process. Thereafter, JTMT shall preserve as confidential only those technical parts of Bids that have been clearly marked by a Bidder as Commercially Sensitive Information (as such term is defined below) subject to JTMT's determination, following its review and evaluation as it deems necessary, that such information is indeed of a sensitive nature. Without derogating from the generality of the foregoing, the referral of such information by JTMT to consultants who have signed confidentiality undertakings with JTMT shall not be deemed a breach of JTMT's undertaking of confidentiality.
- 18.4. JTMT's confidentiality undertakings under Section 18.3 above will not apply to information that:
 - 18.4.1. is or becomes generally known to the public through no fault of JTMT;
 - 18.4.2. the Bidder approves for unrestricted release by written authorization; or
 - 18.4.3. is required to be disclosed by law.
- 18.5. Notwithstanding the provisions of Section 18.3 above, JTMT reserves the right to divulge technical information in a Bid which has not been marked as Commercially Sensitive Information, at any time after such Bid has been withdrawn or has been deemed unsuccessful.

19. IDENTIFICATION OF SENSITIVE OR CLASSIFIED INFORMATION

- 19.1. Without derogating from the provisions of any applicable Law and the discretion of the Tender Committee pursuant to the provisions of the RFP, Bidders shall clearly mark (blacking out/concealing) in one of the copies of the Bid being submitted in accordance with the requirements of Section 25 below, all

information contained in their Bid which they consider to be of a commercially sensitive or confidential nature and which in their mind should not be disclosed to other Bidders (“Commercially Sensitive Information”).

- 19.2. For the avoidance of doubt, the Tender Committee may allow the review of information which the Bidder considers to be Commercially Sensitive Information in accordance with the provisions of the RFP Documents.

20. CONFLICT OF INTEREST

- 20.1. In the form attached hereto as part of Annex B, the Bidder shall declare that there are no conflicts of interest between any of the prior or current engagements or activities of those of their employees, and/or the Bidder’s proposed sub-consultants, and the obligations or rights of the Consultant under the Contract attached to the RFP.

- 20.2. Each Bidder shall attach to this Declaration, Warranty and Undertaking a detailed declaration setting out all contacts, whether commercial or personal, with:

- (i) The Concessionaire of the Red Line of the LRT System of Jerusalem, CityPass Ltd;
- (ii) Any of the Concessionaire's shareholders;
- (iii) Any of the Concessionaire's sub-contractors;
- (iv) Any other organization or entity involved in the design, construction, testing and commissioning of the Red Line;
- (v) All entities participating in the pre-qualification process as part of the J-Net tender (including entities participating with any of such pre-qualification participants as shareholders, experience providers or major subcontractors of such participants).

NOTE: A list of the entities participating in the J-Net pre-qualification process will be forwarded to all Bidders during the course of this (due diligence) Tender Process in accordance with the progress of the pre-qualification process. This list will be updated as relevant during the course of the J-Net tender process.

- (vi) The staff of JTMT and/or any of its consultants. In this regard, the Bidder shall include all existing and past contacts which it or any of its sub-consultants may have or have had.
- 20.3. JTMT reserves the right to request any clarification on any of these points, and also to decide that certain contacts constitute a conflict of interest and on such basis to bar such Bidder from continued participation in the Tender Process. Where a Bidder is so barred, JTMT reserves the right to allow the Bidder to change the sub-consultant(s) with regard to which the conflict of interest exists and to become eligible to re-join the Tender Process.
- 20.4. For the removal of doubt, for the purpose of this Section 2020, each Bidder is required and expected to compile its own list of contacts which in its opinion may constitute a possible conflict of interest with respect to the provision of the Services and/or the obligations or rights of the Consultant under the Contract attached to the RFP, including with respect to such organizations that are involved in the design, construction, testing and commissioning of the extensions

to the Red Line and the design of the Blue and Green lines which Bidders have contacts with, whether commercial or personal, including such organizations and/or bodies detailed in this Section 20.

21. PROHIBITION ON SOLICITATION AND COMMUNICATIONS

21.1. Bidders and all affiliates, subsidiaries or related parties of the above-mentioned, shall not:

- (i) directly or indirectly lobby or solicit JTMT, the Tender Committee, or any other relevant authority or any employee, adviser or representative of any of the foregoing with respect to the Project or this process; or
- (ii) directly or indirectly communicate with other Bidders regarding any aspect of the Project or their respective Bids.

21.2. Without derogating from any other remedies JTMT may have, any failure to comply with any of the above may in and of itself allow JTMT to exclude the Bidder from this Tender Process.

22. COST OF BIDDING

22.1. All costs incurred in the preparation and submission of their Bids, including possible attendance at Bid meetings or technical auditions, shall be borne solely by the Bidders and their respective sub-consultants.

22.2. Bidders and/or anyone on their behalf including their respective sub consultants should note that they will not be reimbursed by JTMT and/or anyone acting on its behalf including the Tender Committee for any costs so incurred thereby, including in the event of the cancelation of the tender for any reason whatsoever at the sole discretion of JTMT, inter alia, in accordance with the provisions set out in Section 31.

23. PREPARATION OF BIDS

23.1. Information Supplied in the RFP Documents

JTMT has prepared the RFP documents in good faith, providing the most up to date information available to it. Notwithstanding this, JTMT does not represent or warrant that the information contained in the RFP documents is either complete or accurate. Such information is provided for indicative purposes only. JTMT, and anyone acting on its behalf, shall bear no responsibility whatsoever for any loss, damage, or injury suffered by Bidders, their employees, officers, agents, or any other persons for whom Bidders may be contractually or legally responsible by reason of any use of information contained in the RFP documents, or for any action or forbearance in reliance thereon.

23.2. Confirmation of Participation in the Tender Process

Bidders are requested to confirm their intended participation in the Tender Process and to provide details of the Bidder's contact person in relation to the present tender, by no later than **November 30, 2017**, for the attention of Mr. Yitzchak Neuman (JTMT), at e-mail: y_neuman@jtmt.gov.il.

23.3. Queries

- 23.3.1. Bidders are responsible for examining with appropriate care this RFP, including all appendices thereto, and for informing themselves with respect to

all conditions which may in any way affect their participation in the Tender Process, including the preparation and submission of Bids.

23.3.2. All requests for information or clarifications should be directed in writing to Mr. Yitzchak Neuman (JTMT), at e-mail: y_neuman@jtmt.gov.il, no later than **November 16, 2017**.

23.3.3. Bidders shall verify the receipt of requests for clarifications by the Tender Committee in writing.

23.3.4. Requests for clarifications shall be submitted via email in a signed PDF file and in a MS-Word file and in the following format:

Clarification No.	Section in applicable RFP document	Subject	Clarification/ Question
1.			

The Tender Committee reserves the right to ignore requests for clarifications which are not submitted in accordance with the above requirements.

23.3.5. Any request for clarification received at a date following the deadline for the submission thereof, will be accepted or rejected, answered or not, at the discretion of the Tender Committee.

23.3.6. The Tender Committee may request Bidders to provide clarifications to any part of their request for clarifications, including by way of meeting with them.

23.3.7. The Tender Committee has no obligation to clarify or interpret the RFP, to respond to any specific question or to publish any of the Requests for Clarifications submitted to it.

23.3.8. Although the Tender Committee has no obligation to clarify or interpret this ITB as aforesaid, JTMT may decide, without derogating from JTMT's rights and without limiting its discretion in any way, to respond to all such written queries. In the event JTMT decides to respond to such written queries, JTMT's written response thereto shall be posted on its website (<http://jet.gov.il/Web/He/About/Tenders/Default.aspx>) in the last week of November and shall be binding and form an integral part of the RFP document by no later than **November 30, 2017**.

23.3.9. JTMT will not give prior notice of the aforesaid posting of its response to written clarifications on its website. Bidders are therefore advised to visit JTMT's website periodically.

23.3.10. When replying to a question or clarification, the Tender Committee may paraphrase the question or request for clarification and will not necessarily use the exact wording submitted by a Bidder/s.

23.3.11. It is further clarified that any response or non-response by the Tender Committee to any submitted request for clarification by a Bidder/s should not be construed as approval or agreement, unless explicitly stated so by the Tender Committee.

23.3.12. Should the Tender Committee not respond to a certain request for clarification, it shall be deemed rejected.

23.3.13. the Tender Committee reserves the right to revise, modify, amend, clarify, add, eliminate or otherwise change the RFP Documents or any part thereof, including, but not limited to, any instruction, requirement, specification, requirement(s) or date contained therein, whether at the discretion of the Tender Committee or as a result of a Request for Clarification. Such revisions, if any, shall be announced by written clarification or addenda to the RFP and will be deemed an integral part thereof.

23.4. Preparation of Bids

23.4.1. The Bids shall be prepared by the Bidder in accordance with the provisions of this RFP including the RFP Documents. Bidders are required to furnish all requested information in an accurate and detailed manner, disclosing all such requested information, as well as any additional information or data required to clarify, substantiate and, in general, support the Bid.

23.4.2. Bidders may not modify or supplement the instructions of this RFP in any way, manner or form. Unauthorized conditions, limitations, modifications, supplements, reservations, disclaimers or provisions attached to a Bid may cause such Bid to be deemed non-compliant with this RFP, for all matters of concern. For the purposes of this section, any conditions, limitations, modifications, supplements, reservations, disclaimers or provisions included and/or attached to the Bid, which were not submitted by the Bidder to the Tender Committee in the form of queries and/or clarifications and approved by the Tender Committee in its written response to such queries and/or clarifications, may be deemed unauthorized and result in the disqualification of a Participant.

23.4.3. All documents (original or other) submitted by the Bidder or attached to the Bid which are in a language other than English (excluding documents from Israeli authorities provided in Hebrew) must be accompanied by a notarised English translation signed by a notary public certified as an "expert in the English language" confirming that the translation is a true, complete and accurate translation of the original document.

23.4.4. Bidders and Related Entities are required to duly sign the Bid including all forms and/or documents submitted with and/or attached thereto. All pages of the Bid must be numbered, and the Bid must include a table of contents.

23.4.5. In addition to the power of attorney appointing the Bidder's Authorized Representative, where any additional signatures appear in the Bid, including for sub-consultants and/or a Related Entity, Bidders must attach an attorney's written confirmation, adjacent to every such signature, confirming that the signatory is authorized to commit such legal entity in relation to the document on which such signatures appear.

24. Composition of Bids

Further to the above, Bidders are required to include in their Bids the details and documents specified below:

PART 1 – GENERAL

24.1. Cover Letter

Bidders shall submit a cover letter addressed to JTMT at the address specified in Section 25.2 below and signed by the Authorized Representative. The cover letter shall list separately each of the documents comprising the Bid being submitted by the Bidder.

24.2. Receipt of Purchase

Bidders shall include in its Bid a copy of the receipt for payment of the Participation Fee.

24.3. Power of Attorney for Authorized Representative

Bidders shall submit an executed, original power of attorney (POA) appointing the Authorized Representative for the duration of the Tender Process and the duration of the Contract to be signed with the Preferred Bidder in accordance with the form set out in Annex B to the ITB. For the removal of doubt, such POA shall be signed by the Bidder's legal counsel who is an attorney certified and registered in the Bidder's country.

24.4. Declarations

The Authorized Representative shall sign the Declarations in the forms set out in Annex B to the ITB.

24.5. Contract

Bidders shall sign and submit the Contract in the form attached to this RFP or, if such form is amended by JTMT during the course of this Tender Process, including prior to Contract award, in the form so amended. The Contract so submitted shall be binding on the Bidder.

PART 2 – INFORMATION CONCERNING THE BIDDER

24.6. The Bidder's Corporation

The Bidder shall provide information regarding their formation, including the following authenticated documents (such authentication requirement may be satisfied by submitting a notarized document signed by a notary public confirming that the document is a true and complete copy of the original document) of the Bidder's founding documents:

- (i) certificates of registration (i.e. the certificate of incorporation issued by the Registrar of Companies officially forming and incorporating the company under the governing laws of the country in which the company is registered) together with an up-to-date extract of the company registry as at the date of submission of the Bids;
- (ii) articles of association,
- (iii) memorandum or bylaws of the company
- (iv) lists of shareholders, directors and principal executives current as of the date of filing the proposals

Note: All original documents which are not in the English language must be accompanied by a notarized English translation signed by a notary public certified as an "expert in the English language" confirming that the translation is

a true, complete and accurate translation of the original document (excluding documents from Israeli authorities provided in Hebrew);

24.7. **Litigation**

Bidders shall include information together with a declaration in support thereof in the form set out in Annex B, regarding any litigation or proceedings which are current, pending or threatened against the Bidder and/or the Bidder's sub consultants, including for the 10 (ten) year period prior to the submission of the Bid, which may result in any material or adverse change in their business, operations, affairs, condition, assets, prospects, cash flow or any of their properties or assets, which may impact on the Bidder's ability to submit a compliant Bid or may impact the Bidder's and/or its sub consultants' ability to provide the Services or any part thereof in the event it is declared the Preferred Bidder, including any litigation or disputes relating to ownership of technology, or intellectual property. In the event of absence of such litigation as aforesaid, Bidder's shall submit a detailed declaration stating the absence of such litigation in the form set out in Annex B to the ITB.

24.8. **State tax laws**

Bidders shall include certification from the central tax authority or other duly empowered governmental authority in the Bidder's state of residence confirming that at the date of submission of the Bid: a) the applicable tax returns and b) social security obligations have been filed and/or kept in books in accordance with law.

24.9. **Eligibility Reference Requirements** (in accordance with Sections 16 and 17 above).

24.10. **Insurance and Financial Statements**

Bidders shall submit the following documentation:

- (i) A letter, from the insurance companies of the Bidder, certifying the existence of such Bidder's insurance policies, indicating their level of coverage and confirming the adherence of same to the provisions of the Contract in the form set out in Annex B to the ITB.
- (ii) A letter, from the certified accountants of the Bidder, attesting to the financial turnover of such Bidder for each of the five (5) years prior to the submission of the Bid.

Part 3 – Technical Part

24.11. **Details Relevant to Performance of the Services**

Bidders shall include details of their experience, details relating to the Personnel performing the Services and details of its proposed methodology, as follows:

24.11.1. **References**

Bidders shall include references relating to the Bidder's experience in rendering the Services detailed under this RFP, with particular attention to the compliance with the criteria set forth in Section 16 above. Bidders may also include general references regarding any relevant project experience, both national and international. Bidders shall demonstrate their experience by completing the forms attached hereto as Annex B.

24.11.2. Sub-consultants

- (i) The Bidder shall give the list of the intended sub-consultants, their profile and references and expected percentage of the Contract amount for each sub-consultant.
- (ii) It will be the Bidder's responsibility to ensure that these sub-consultants also comply with their own countries' tax laws and other relevant laws.
- (iii) A Bidder may not rely on the experience of a sub-consultant in order to demonstrate compliance with the eligibility requirements of the Tender Process, including Section 16.
- (iv) Bidders may sub-contract elements of the Services to other sub-consultants, providing that such sub-consultants directly perform & execute those aspects of the Services and that the proportion of sub-contracting is no more than 20% of the Bidder's Financial Proposal. Moreover, the proposed sub-consultants shall be clearly identified, and their experience and capacity in the proposed aspects of the Services clearly demonstrated and described in detail in the Bid.
- (v) Where a sub-consultant is included as part of the Bidder's proposed Personnel to fulfil one of the roles for which such Bidder's Technical Proposal is to be evaluated in accordance with the provisions of Annex C attached hereto, such sub-consultant may not be included among the personnel of another Bidder's Bid, whether as part of such other Bidder's mandatory Key Personnel requirements or in any other role.

24.11.3. CVs of Proposed Personnel

- (i) Bidders shall include CVs of all Personnel in the forms provided in Annex B to the ITB and in accordance with the mandatory requirements set out in Annex E attached to this ITB, outlining national and international experience and the level of availability throughout the duration of the Services.
- (ii) Bidders shall provide skilled and experienced teams with proven technical competence and experience in the provision of the Services the subject of this Tender with at least the mandatory professional experience required under this RFP for each such position,
- (iii) All proposed Personnel shall be fluent in reading, writing and speaking the English language. The level of English proficiency shall be clearly indicated in the curriculum vitae.
- (iv) Subject to the provisions of the RFP, all proposed Personnel are required to be available to perform their respective duties on site, in Jerusalem, as is necessary for the duration of the Services until the successful completion thereof to JTMT's full satisfaction.
- (v) Bidders shall include in their Bid a complete organizational chart of the proposed Personnel to perform the Services.
- (vi) In addition to the list of mandatory Personnel, Bidders are also required to provide any other and/or additional positions and/or Personnel who in their opinion are required and/or essential for the best and most effective

execution of the Services. The omission of such additional required Personnel will be at the discretion (and risk) of the Bidders.

- (vii) JTMT reserves the right to perform an independent verification of the submitted data.

24.11.4. Technical Proposals

- (i) The Technical Proposal shall be prepared in accordance with the TOR attached hereto as Annex A and presented in accordance with the formal requirements of Annex B.
- (ii) The Technical Proposal should demonstrate the Bidder's proposed methodology for providing the Services. The Technical Proposal should reflect the Bidder's understanding of the requested Services and the importance and scope of the Services and of the due diligence report in the context of the J-Net tender.

PART 4 – FINANCIAL PART

24.12. The Financial Proposal

24.12.1. The Financial Proposal shall be prepared based on the provisions in the Terms of Reference and shall be set out in accordance with the Financial Proposal forms attached hereto as part of Annex B to the ITB.

24.12.2. The Financial Proposal shall include two separate price proposals for the performance of the Services as set out in the TOR:

- (i) A *lump sum* price proposal. This shall include the following: a) the work involved in conducting the due diligence survey; b) the work involved in compiling the initial draft of the due diligence report; c) implementing the comments of JTMT to the initial draft of the due diligence report; and d) submitting the final draft of the due diligence report to be provided to the J-Net Bidders.

The lump sum price proposal shall include an estimation of the number of working days and hours, split between Israel and overseas offices. A total of twenty (20) flights to Israel is expected to be required for this part. The forms in Annex B (9) set out JTMT's price per hour for both senior and other staff, together with the cost of flights to Israel and the per diem cost of trips in Israel. The amount quoted in the lump sum price proposal will include the cost of all flights to Israel and all such related expenses.

JTMT's own estimate of the price for this part is included in Annex C which sets out the evaluation criteria for the financial proposal. Note that a lump sum proposal which is more than 50% higher than JTMT's own estimate will not be considered.

- (ii) A proposal for a bank of hours which shall encompass the following:
 - a) The Services to be provided by the Consultant as part of the J-Net tender process prior to the J-Net bid submission date, including: i) assisting JTMT, where required, in its responses to questions, comments and requests for clarification regarding the JTMT Red Line

Status Report and regarding the handover process; and ii) responding to J-Net Bidder's questions, comments and requests for clarifications with regard to the final draft of the due diligence report, and updating the final draft of the due diligence report following the process of clarifications with the J-Net Bidders.

In this regard Bidders shall calculate on up to **500 hours of work**, of which 20% will be provided in Israel and 80% overseas, together with 10 flights to Israel.

- b) In the event of the Government exercising its option to require additional services under Section 7 of Annex A, the Services to be provided: i) as part of the preparation of the Transfer of LRT System Report in accordance with the provisions of the Concession Agreement relating to the exercise of a buy back; ii) in reviewing changes in the status of the Red Line LRT System following the handover to the concessionaire selected under the J-Net tender; iii) as part of any additional required updates to the due diligence report, whether as part of the J-Net tender financial close process, or for any other reason.

In this regard Bidders shall calculate on up to **1,500 hours of work** of which 50% will be provided in Israel and 50% overseas and up to 25 flights to Israel.

24.12.3. The proposed prices set forth in the Financial Proposal shall include all costs associated with the provision of the Services, including, without limitation:

- (i) remuneration for staff (on site and at headquarters)
- (ii) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, and printing of documents.

NOTE: For both **Part 3 (Technical Proposals)** and **Part 4 (Financial Proposals)**, Bidders shall add to the information presented under specific sections any additional subjects, specifications, tasks, and requirements which they regard as essential for obtaining the best and most effective execution of the Services, and any suggestions for improvements to the TOR.

25. BID SUBMISSION

25.1. Format for submission of Bids

25.1.1. The Bidder shall deliver '**Part 1 – General**' in four (4) hard copies (two of them original copies) plus a compact disk (CD) each, in one sealed envelope bearing the following terms: "**Due Diligence Study for the Jerusalem LRT Red Line: Part 1 – General**".

25.1.2. The Bidder shall deliver '**Part 2 – Information Concerning the Bidder**' in four (4) hard copies (two of them original copies) plus a compact disk (CD) each, in one sealed envelope bearing the following terms: "**Due Diligence Study for the Jerusalem LRT Red Line: Part 2 – Information Concerning the Bidder**".

- 25.1.3. The Bidder shall deliver ‘**Part 3 – Technical Proposal**’ in four (4) hard copies (two of them original copies) plus a compact disk (CD), in one sealed envelope bearing the following terms: “**Due Diligence Study for the Jerusalem LRT Red Line: Part 3 - Technical Proposal**”. On one of these copies the Bidder should blacken out those parts that are Commercially Sensitive Information, in accordance with the provisions of Section 1818.3 above.
- 25.1.4. The Bidder shall deliver ‘**Part 4 – Financial Proposal**’ in four (4) hard copies (two of them original copies) plus a compact disk (CD) each, in one sealed envelope bearing the following terms: “**Due Diligence Study for the Jerusalem LRT Red Line: Part 4 - Financial Proposal**”.
- 25.1.5. All copies of the Technical Proposal and the Financial Proposal shall be initialled on each page and signed on the last page by the Authorized Representative of the Bidder. All pages where entries, corrections or amendments have been made shall also be signed by the Authorized Representative.
- 25.1.6. Bidders shall submit four hard copies (two of them original hard copies) of all forms and/or documents requiring signatures, authorizations, notarizations and any other form of authentication as set forth in the RFP.

25.2. Submission Date and Address for Submission of Bids

- 25.2.1. Bids shall be addressed to: JTMT, First Floor, Clal Building, 97 Jaffa Road, PO Box 28034, Jerusalem 91280, Israel. (Att: Mr. Yitzchak Neuman).
- 25.2.2. Bids must be received by **December 20, 2017, 14:00 Israel time** (the “**Submission Date**”).

26. VALIDITY OF BIDS

- 26.1. Bids shall remain valid and open for review by JTMT and the Tender Committee for 360 days commencing with the Submission Date.
- 26.2. The Tender Committee may request Bidders to extend the validity of their Bid for one or more additional period/s.
- 26.3. No Bid may be amended following submission, except as a result of a change, modification, enhancement or adjustment to the details of any Bid or parts thereof specifically requested in writing by JTMT.
- 26.4. Bidders will be bound to all parts of their Bids throughout the Tender Process (including with respect to proposed Personnel, and sub-consultants’ Personnel).
- 26.5. The aforementioned obligation shall also apply during the period following selection of the Preferred Bidder, in the period up to the signing of the Contract with JTMT and for three months following the commencement of the provision of the Services (the “Mobilisation Period”).
- 26.6. During the mobilisation of Personnel, which shall extend over a period no longer than one (1) month from the signing of the Contract with the Preferred Bidder, JTMT may, at its sole and absolute discretion, reject such Bidder and/or terminate a Contract forthwith with such Bidder, without entitling the Bidder to any compensation in this regard, where such Bidder fails for whatever reason to fulfil its obligations pursuant to its Bid, including with respect to the mobilisation of all Personnel contained therein.

26.7. In the event of a Best and Final Offer (BAFO) Stage, the Bids of those Bidders invited to take part shall remain valid until the end of the Tender Process.

27. TECHNICAL PRESENTATION BY BIDDERS

27.1. Following the Submission Date, each Bidder may be invited to a technical presentation of its Bid.

27.2. The meetings will be conducted at JTMT's offices in Jerusalem. The modalities of this appointment, including the setting of the hearing date, shall be detailed to each Bidder by JTMT following submission of the Bid.

28. SELECTION PROCESS

28.1. Sequence of Operations

The Tender Process will follow the following sequence of operations:

- (i) Opening of Part 1 – General, Part 2 – Information Concerning the Bidder and Part 3 – Technical Part.
- (ii) Eligibility criteria evaluation - verification of compliance with all terms of the RFP with respect to same.
- (iii) Following the evaluation of the eligibility criteria, only those Bids which meet the eligibility evaluation threshold criteria will be further considered.
- (iv) Technical presentation by Bidders (if required by JTMT)
- (v) Technical evaluation.
- (vi) Following the technical evaluation, only those Bids which meet the technical evaluation threshold criteria will be further considered (in accordance with the Evaluation Criteria).
- (vii) Opening of the Financial Proposals of those Bidders complying with the Technical evaluation threshold criteria (see Evaluation Criteria).
- (viii) Verification of compliance with all terms of the RFP in accordance with Section 29 below
- (ix) Selection of Preferred Bidder(s) (optional Best and Final) in accordance with Section 30 below.
- (x) Contract award after approval by the governing body of the Association for Urban Planning, Development and Preservation – (R.A.) as defined hereinabove.

29. COMPLIANCE

29.1. The Tender Committee is comprised of representatives of JTMT established to oversee the Tender Process from the publication date of this RFP until the Preferred Bidder (as defined hereunder) is selected and the Contract awarded.

29.2. Prior to the detailed evaluation of each Bid, the Tender Committee will determine whether the Bid has been prepared in accordance with the instructions set forth herein and complies, in full, and without exception or deviation, with all the terms, conditions and specifications of the RFP and that the Financial Proposal is

coherent with the Technical Proposal. Bidders shall attach to their Bid a signed declaration to this effect in the form attached to Annex B.

- 29.3. Where a Bid is deemed by the Tender Committee not to so comply, JTMT, at its sole discretion, reserves the right to reject such Bid, or to instruct this Bidder to correct the point(s) over which it has failed to comply and to resubmit an amended Bid.
- 29.4. The Tender Committee will evaluate and compare only those Bids which have been deemed compliant.
- 29.5. In the event that a Bidder fails to comply with the Tender Committee's instructions, the Tender Committee reserves the right to cease any further participation of such Bidder in the Tender Process, and reject the Bid in its entirety.

NOTE: In the event of the foregoing, and without derogating from any of JTMT prerogatives under this RFP, it is hereby clarified that Bidders shall have no claim of any kind whatsoever against JTMT with respect to the aforesaid.

30. SELECTION OF PREFERRED BIDDERS

- 30.1. The Tender Committee shall recommend to JTMT the Bidder(s) whose Bid is deemed to be the most advantageous in the light of the evaluation criteria set out in Annex C to the ITB attached hereto (the "Preferred Bidder(s)").
- 30.2. JTMT shall send notification of its decision to the Authorized Representatives of the Preferred Bidder(s). Notification shall also be sent to the Authorized Representatives of the other Bidders.

31. DISQUALIFICATION OF SUBMISSIONS

- 31.1. Without derogating from the rights of the Tender Committee under this RFP and under the Law, the Tender Committee may disqualify any Bidder, or impose any condition or instruction on its participation in the Tender should any of the following occur:
 - (i) Any changes of the Bidder, change of a significant sub-consultant and/or Related Entity whose experience has been submitted to demonstrate compliance with eligibility requirements of the RFP including with respect to the proposed Personnel for the performance of the Services the subject of this Tender, without the prior written approval of the Tender Committee.
 - (ii) The commencement of bankruptcy, receivership, liquidation or reorganization proceedings against the Bidder, the significant sub-consultant and/or Related Entity, or any similar situation, as determined by the Tender Committee, or if any of the above bodies has become insolvent, or if an interim receiver or liquidator is appointed over such bodies, unless such proceedings are discharged within a reasonable period of time before publication of the Tender Documents;
 - (iii) The commencement of any voluntary action for the liquidation of any of the above bodies, except for the purposes of merger or restructuring on terms approved by the Tender Committee in writing;

- (iv) In the event that any of the above bodies has been convicted of an Offence, or in the event any criminal proceedings with respect to an Offence have been commenced or are being conducted against such legal entity;
- (v) The Bidder, significant sub-consultant and/or Related Entity is or becomes a resident of, or domiciled in, a country which does not have diplomatic relations with the State of Israel or of a country which does not have full trade relations with the State of Israel;
- (vi) In the event of unusual events which materially and adversely affect, in the Tender Committee judgment, the Bidder's ability to execute the Services, including through the proposed sub consultants.
- (vii) The submission of any false or misleading information to the Tender Committee.
- (viii) Any other reason for which the Tender Committee deems that a Bidder will not be capable of executing the Services, or any other event or circumstances which the Tender Committee may consider at its sole discretion as justifying disqualification of the Bidder.
- (ix) The Tender Committee may base its decision pursuant to this Section on the information provided by the Bidder as well as on any other information available to it, and may request the Bidder to provide it with additional information, as the Tender Committee deems necessary.
- (x) For the avoidance of doubt, the Bidders shall be required to immediately notify the Tender Committee of the existence, during the Tender, of any of the events described in this Section.

32. GENERAL PREROGATIVES OF JTMT

Notwithstanding any other provision contained in any part of this RFP, JTMT shall have the exclusive prerogatives detailed below.

- (i) Unconditionally to reject any or all of the Bids, or to annul the Tender Process at any time without thereby incurring any liability to the affected Bidder or Bidders or to any of the Members of the affected Bidder or Bidders;
- (ii) To request additional information and/or clarifications from any of the Bidders;
- (iii) To waive minor irregularities or errors in any of the Bids if it appears to the Tender Committee that such irregularities or errors were made inadvertently.
- (iv) To visit Bidders' headquarters/offices and/or to interview Bidders' representatives and main specialists;
- (v) To modify the terms and requirements of this RFP at any time but no later than 28 days prior to the Submission of the Bids;
- (vi) To change the schedule of the Tender Process, including the date of submission, at any time;
- (vii) Specifically to cancel this RFP at any time;

-
- (viii) To hold a Best and Final stage at JTMT's sole discretion;
 - (ix) Not to be bound to accept an entire Bid, or the Bids with the lowest Financial Proposals, or any Bid at all or any part thereof;
 - (x) To add to the Services as specified in the TOR, or to request the performance of only part of the Services; to implement proposals in their entirety or in part or not to implement any proposal;
 - (xi) To combine or divide proposals from different Bidders.
 - (xii) Bidders shall not have the right to claim any damages, expenses or other relief in connection with the exercise by JTMT, the Tender Committee and/or the Association for Urban Planning, Development and Preservation – (R.A.) of any of the abovementioned prerogatives.

JTMT November 1, 2017.

REQUEST FOR PROPOSALS FOR

DUE DILIGENCE STUDY FOR ASSESSMENT OF LRT SYSTEM RED LINE

ANNEX A: TERMS OF REFERENCE (TOR)

September 2017

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1. General Introduction

- 1.1. For an overview of the background to this Tender and the work entailed in this Tender, Bidders are referred to the 'General Introduction and Background' Section (1) of the ITB document.
- 1.2. As part of the preparation of the documentation for the J-Net Tender, the Consultant is to conduct a due diligence survey of the Red Line LRT System and to compile a 'due diligence' report. The due diligence report will be provided to J-Net Bidders to assist them in the preparation of their J-Net bids prior to the date for J-Net bid submission.
- 1.3. This document defines the scope and the products of the work of the Consultant that will carry out the Services and produce the due diligence report with regard to the Red Line LRT System.

2. Purpose of the Work

The purpose of the work is:

- 2.1. To perform a due diligence review of the current status of the Red Line. This detailed review of the Red Line LRT System shall include, without limitation, the following:
 - 2.1.1. A review of existing infrastructures;
 - 2.1.2. A review of the current status of the infrastructures, systems and rolling stock fleet;
 - 2.1.3. A review of the current status of the operational aspects of the Red Line;
 - 2.1.4. A review of the current status of the maintenance aspects of the Red Line.
- 2.2. To assist JTMT during the course of the J-Net tender in all matters relating to the status of the Red Line LRT System including in responding to the J-Net Bidders in this regard.

3. Applicable Documents

- 3.1. The ITB and its annexes as these are set out in Section 4 of the ITB.
- 3.2. General introduction and description of the Red Line LRT System – ITB Section 1 (*General Introduction and Background*).
- 3.3. Definitions – ITB Section 3.

4. The Scope of Work

- 4.1. Due diligence survey. The due diligence study will include a survey of the Red Line on the following topics:
 - 4.1.1. Description of all subsystems and components of the Red Line (fixed and mobile components).
 - 4.1.2. Description of operational aspects of the Red Line. This description shall include, but not be limited to the following areas: Operations and operational contingency; method of operation; operating hours, timetables and minimum levels of service; routine operations; emergency operations; operational means; interfaces with other parties; management; reporting and reports; performance & Key Performance Indicators (KPI); safety management; fare collection and ticketing management; exceptional events management; training management and plans.
 - 4.1.3. Description of maintenance aspects of the Red Line, including: method of maintenance, routine maintenance operations, emergency maintenance operations, maintenance facilities, manpower, interface with the Concessionaire and operation and maintenance contractor, logistics, management, reporting and reports.

- 4.1.4. RAM data analysis of the sub-systems and components of the system (mobile and fixed), as at the day of the report.
- 4.1.5. Description of infrastructure status - structures, bridges and rails
- 4.1.6. Description of the status of each sub-system operating on the line:
 - 4.1.6.1. Rolling stock.
 - 4.1.6.2. Power supply system.
 - 4.1.6.3. Operation & Control system (OCC).
 - 4.1.6.4. Fare collection system.
 - 4.1.6.5. Track work system.
 - 4.1.6.6. AVL system.
 - 4.1.6.7. Public information system.
 - 4.1.6.8. Train's signaling system.
 - 4.1.6.9. Traffic signaling system.
 - 4.1.6.10. Communication system (Radio, EC, telephone, BTN).
 - 4.1.6.11. SCADA.
 - 4.1.6.12. CCTV.
- 4.1.7. Description of the status of the Depot (as such term is defined in the Concession Agreement) and the systems installed in it:
 - 4.1.7.1. Depot infrastructure and facilities
 - 4.1.7.2. Depot maintenance plan
 - 4.1.7.3. The Red Line maintenance method at the Depot
 - 4.1.7.4. Maintenance tasks executed in the Depot.
 - 4.1.7.5. Inventory of the existing spare parts
- 4.1.8. Review of the safety status of the Red Line.
- 4.1.9. Required changes to the Red Line in order to adjust it to the J-NET.
- 4.1.10. Projected interfaces between the Red Line and the J-NET.
- 4.1.11. Additional topics that will be raised during the due diligence review at the reasonable discretion of JTMT.

4.2. **Work Product – Due Diligence Report**

Upon conclusion of the survey on the existing status of the Red Line and the forecast for its extension, the Consultant will submit to JTMT a detailed report that includes written information, drawings, photographs and any other additional information relied upon for preparing the report.

- 4.2.1. Main Paragraphs to be Included in the Report:
 - 4.2.1.1. General impression.
 - 4.2.1.2. Red Line operational condition.
 - 4.2.1.3. Red Line maintenance condition.

- 4.2.1.4. Reliability data for the components of the systems on the line (mobile and fixed).
- 4.2.1.5. Description of infrastructures status – structures, bridges and rails.
- 4.2.1.6. Description of status of the systems operating on the line.
- 4.2.1.7. Description of the operation of the Depot and the systems installed in it.
- 4.2.1.8. Description of the safety status of the Red Line.
- 4.2.1.9. Description of the changes required to the Red Line in order to adjust it to the J-Net Tender.
- 4.2.1.10. Description of the projected interfaces between the Red Line and the J-Net.
- 4.2.1.11. List of additional topics raised during the due diligence review.

4.3. Report Format and the Process of its Approval and Submission

- 4.3.1. 21 days following the notice to proceed, the Consultant will submit its proposal for the format and content (main points) of the due diligence report to JTMT for its approval and comment.
- 4.3.2. The proposal for the format will be reviewed by JTMT and the comments will be submitted to the Consultant within 7 (seven) days.
- 4.3.3. The Consultant will then create a new and updated format of the report, after having implemented the comments of JTMT.

4.4. Assistance to JTMT and the J-Net tender committee in responses to J-Net Bidders

The Consultant shall be available to advise JTMT on its responses to questions, comments and requests for clarification during the J-Net tender process as these relate to the status of the Red Line LRT System. The Consultant shall also be available to respond to questions, comments and requests for clarification as these are submitted by J-Net Bidders in regard to the due diligence report, once this has been issued to the J-Net Bidders.

5. Survey and Report Work Method

- 5.1. The work will be carried out as a survey.
- 5.2. **Audit, Inspection, Review** The Consultant will carry out inspections and audits as required, in coordination with JTMT and the existing Concessionaire, for the purposes of carrying out its detailed review of the Red Line LRT System in each of the areas included in Section 4 above and in this TOR.

In this regard, the Consultant's survey and report shall, in addition, relate both to: i) the JTMT report of the Red Line current status (see Section 5.3.1 below); and ii) the questions comments and requests for clarification submitted by the J-Net Bidders in connection with the status of the Red Line in general and in connection with the JTMT report in particular, and the responses of JTMT thereto.

- 5.3. In order to facilitate the carrying out of the due diligence review, JTMT will make the following resources and materials available to the selected Consultant:
 - 5.3.1. **An updated JTMT report of the Red Line current status.**

The report was prepared by JTMT and sets out the Red Line current status. The data in the report is updated to July 2017. The report includes the following topics:

- 5.3.1.1. Technical description of the line and its systems.
- 5.3.1.2. Data on the line's operation as at the date of the report.
- 5.3.1.3. Data on the systems' maintenance.
- 5.3.1.4. Reliability data of various components (MTBF).
- 5.3.1.5. Reports issued by the Concessionaire (Operation and Maintenance).
- 5.3.1.6. Current status of the infrastructures (including bridges, tracks, OCS and buildings).
- 5.3.1.7. Current status of the systems.
- 5.3.1.8. Condition of the rolling stock.
- 5.3.1.9. The systems' safety.
- 5.3.1.10. The Depot facility and its systems.
- 5.3.1.11. Inventory of spare parts.
- 5.3.1.12. Security issues.

The report prepared by JTMT was based on the following documents:

- i) Design documents of various systems.
- ii) Architectural documents of various systems.
- iii) Operation and Maintenance Reports issued by the Concessionaire (through the operations and maintenance contractor).
- iv) Maintenance documents.
- v) As-made drawings.
- vi) Safety reports of the events on the line.
- vii) Special audits carried out by JTMT in order to prepare this report.

5.3.2. Access to the Data Room

JTMT, via the Operations and Systems Division, will allow the Consultant access to the data room where the Consultant will be able to view data not included in the current status report.

The information in the data room includes the following:

- 5.3.2.1. System drawings.
- 5.3.2.2. Operational manuals.
- 5.3.2.3. Maintenance manuals.
- 5.3.2.4. Operation and maintenance procedures.
- 5.3.2.5. Detailed documentation of the system.
- 5.3.2.6. Detailed reports of the system's functioning.
- 5.3.2.7. Maintenance reports.
- 5.3.2.8. Safety reports.

5.3.2.9. The system's safety case.

5.3.3. The O&M Reports

JTMT will present to the Consultant, for its review, the O&M reports received routinely from the Concessionaire, as follows:

- 5.3.3.1. Control Center (OCC) daily reports.
- 5.3.3.2. Daily Fleet reports.
- 5.3.3.3. Infra Availability & Reliability status reports.
- 5.3.3.4. Maintenance contractor monthly reports.
- 5.3.3.5. AVLS reports.
- 5.3.3.6. SCADA reports.
- 5.3.3.7. Monthly System Service report (SSR).
- 5.3.3.8. Incident reports.

In addition, JTMT will make best efforts to allow the Consultant access to the Concessionaire's databases. These will be made available in order to obtain additional data including data exclusively owned by the Concessionaire.

5.4. JTMT will present the control and data processing systems currently available in the system and will allow access to additional information as needed.

6. Main milestones for implementation of the Work

- 6.1. A format and a table of contents as set forth above will be submitted to JTMT 21 days following the issuing of a written notice to proceed (the "NTP") to the selected Consultant. In this regard, see Section 4.3 above.
- 6.2. The Consultant shall conduct its survey and compile its report. During this period, the Consultant shall also provide assistance to JTMT, where necessary, in the preparation of JTMT's responses to J-Net Bidders' questions and requests for clarification regarding the Red Line in general and regarding the JTMT report as described in Section 5.3.1 above in particular. The initial draft of the due diligence report shall incorporate the Consultant's addressing of these questions and requests for clarifications and JTMT's responses.
- 6.3. The Consultant shall submit an initial draft of the due diligence report within 5 (five) months following the date of the NTP (including the mobilisation period).
- 6.4. JTMT will submit its comments to this initial draft of the report within one (1) month of the submission of the initial draft of the report.
- 6.5. Following the implementation of the comments of JTMT, the Consultant will submit a signed and updated report in which the comments of JTMT have been implemented, within one (1) month following receipt of the comments.

The final due diligence report will be submitted in 3 (three) hard copies in addition to one (1) compact disk (CD)
- 6.6. The due diligence report will then be distributed by JTMT to those J-Net Bidders taking part in the J-Net tender which have purchased the J-Net tender documents.
- 6.7. The Consultant will participate in the issuing of clarifications regarding the due diligence report in response to questions, comments and requests for clarification received from the J-Net Bidders following their receipt of the due diligence report.

6.8. Based on its clarifications and responses to questions, comments and requests for clarification received from the J-Net Bidders with regard to the due diligence report, the Consultant will update its due diligence report for issuing to the J-Net Bidders at least one month prior to the J-Net tender bid submission date.

7. Option for assistance in preparation of Transfer of the LRT System Report as part of the Buy-Back process under the Concession Agreement

7.1. JTMT shall have the option to retain the services of the Consultant selected to carry out the Services, for at least a further two years following the date for the submission of bids by the J-Net Bidders.

7.2. The purpose of such extended services will be to assist JTMT and the Government in the preparation by the Government of the Transfer of the LRT System Report as part of the buy back process under the Concession Agreement, and as required under Clause 22.4 of the Concession Agreement, in particular with regard to an updated assessment of the Red Line LRT System prior to its transfer, including an updated assessment of any deficiencies or defects in the LRT System, as well as its state of maintenance and general condition.

7.3. In the Services to be provided under this optional assignment, and in addition to updating its review of the Red Line LRT System (as per Section 6.8 above) the Consultant shall also review, inter alia, the impact of the practices of the Concessionaire during the operation and maintenance period on the then current status of the Red Line, including with respect to defects and deficiencies detected in the Red Line LRT System and its operation and maintenance, and shall provide also an assesment of the costs related to the correction of such defects and deficiencies.

7.4. In addition to the above, and as part of the Services to be provided under this optional assignment, and following the handover of Red Line LRT System to the concessionaire selected under the J-Net tender, the Consultant shall advise JTMT with regard to changes (including any new defects and deficiencies) in the status of the Red Line LRT System and in its operation and maintenance, taking place since the date of its updated due diligence report.

7.5. As part of this optional assignment, JTMT may require the Consultant to prepare one or more further updates to its due diligence report, together with an assessment of costs as set forth in Section 7.3 above, including in the event that the timing of the buy back process is delayed beyond the process of financial close with the concessionaire selected as part of the J-Net tender.

7.6. In performing the Services entailed by this option it is envisaged that the Consultant will require up to 1,500 work hours, of which 50% (fifty per-cent) will be provided in Israel and 50% (fifty per-cent) overseas.

7.7. Please note that, in light of the above, in the evaluation of Bidders in accordance with the Evaluation Criteria set out in Annex C, due weight will be given to Bidders that have participated in such a buy back process.

REQUEST FOR PROPOSALS
FOR
DUE DILIGENCE STUDY
FOR
THE JERUSALEM LRT RED LINE

ANNEX B

BIDDING DOCUMENTS AND FORMS

Annex B -1

IRREVOCABLE POWER OF ATTORNEY FOR BIDDER'S AUTHORIZED REPRESENTATIVE

I the undersigned, being legal counsel of _____ (insert name of Bidder) (the "**Bidder**"), hereby confirm the following and attach my signature below as testimony thereof:

The Bidder hereby (i) appoints _____ (insert name) as its Authorized Representative for the duration of the tender for a Consultant to complete a due diligence study for the Jerusalem LRT Red Line published by JTMT as further detailed in the ITB and its annexes (the "**Tender**"), and for the duration of the Contract to be signed with JTMT in the event the Bidder is chosen as the Preferred Bidder and awarded the Contract in accordance with the terms and conditions of the Tender, and (ii) authorizes the Authorised Representative in the Bidder's name or otherwise, and on its behalf:

1. To receive all Tender documents and instructions and all documents and other material that may be issued by JTMT to the Bidders throughout the Tender Process.
2. To submit to JTMT all requests for clarification, proposed amendments and other inputs that JTMT may require from the Bidder from time to time throughout the Tender Process.
3. To consent to changes of schedule or other conditions of the Tender that may be required by JTMT from time to time throughout the Tender Process.
4. To consider, settle, sign, execute, deliver and/or issue all agreements, documents, certificates and instruments that the Authorised Representative in their absolute discretion consider(s) desirable in connection with the Tender and/or the Contract awarded pursuant thereto, including without limitation the following documents: services orders, framework agreements; service agreements and any and all other documents and contracts required to be signed in connection with the Tender or the Contract, subject to such amendments or variations as the Authorised Representative may agree.
5. To take any steps that the Authorised Representative in their absolute discretion consider(s) desirable in connection with the implementation and/or execution of the Services under the Tender and/or the Contract.
6. To appear on behalf of the Bidder before JTMT, the Tender Committee and/or any representative therefrom, in all matters, including and in addition to those set forth herein, affecting or connected with the tender process, and to sign and execute any document before JTMT and/or its representatives on behalf of the Bidder.

In accordance with the provisions of the Tender, this Irrevocable Power of Attorney may not be revoked, transferred or changed in any way without the prior written approval of JTMT.

Adv. [Insert name]

Signature: _____

Date: _____

Annex B-2

Confidentiality Undertaking

Name of the Bidder: _____

Date: _____

This confidentiality undertaking (the “**Undertaking**”) is being submitted as part of the materials comprising the proposal of the Bidder for the tender for a Consultant to complete a due diligence study for the Jerusalem LRT Red Line published by JTMT as further detailed in the ITB and its annexes (the “**Tender**”).

I the undersigned, being the Authorized Representative of _____ (insert Bidder's name), [in accordance with the Power of Attorney attached to the Bidder’s proposal], hereby declare, warrant and undertake on behalf of the Recipient as follows:

The Bidder and its personnel and managers and shareholders and sub-consultants, representatives and privies shall safeguard keep confidential and not disclose or convey or inform or transfer or bring to the attention of any person or body, either during the term of the Tender Process and the Contract and following the expiration of the term of the Contract to be awarded to the preferred Bidder in accordance with the provisions of the Tender, any information or data or programmes or software of any kind received or made known to it in whatever way in the course of the Tender Process or, in the event the Bidder is awarded the Contract, during the term of such Contract, and shall also see to it that its employees and consultants also observe such confidentiality both during the Tender Process or the term of the Contract, as well as following the expiration thereof.

The Bidder undertakes to keep confidential all information, whether written or oral, concerning the Services that it receives or obtains from JTMT pursuant to the RFP, or in discussions related thereto.

The Bidder shall not disclose or publish any information with regard to its work related to the Services, including, without limitation, information regarding the results of its work, or any details of such work without the prior written consent of JTMT.

The Bidder or its personnel or managers or shareholders or sub-consultants, representatives and privies undertakes not to use, without written approval by the executive director of the JTMT from time to time, whether directly or indirectly, outside its work for JTMT, any professional or commercial information or intellectual property which serves or will serve it in the Tender Process or the performance of the Services. Any such use may be permitted only with the authorisation of the JTMT executive director.

Notwithstanding the above, it is explicitly set forth that the disclosure of such information as directed by any Laws and Regulations shall not be considered a breach of this Undertaking provided, however, that JTMT receives sufficient prior forewarning of such disclosure.

In the event of the Bidder being barred from continuing in the Tender Process for any reason, and/or termination or expiration of the Contract executed following the Tender Process, unless otherwise specifically directed by JTMT, the Bidder hereby undertakes to deliver to JTMT, not later than upon the date such termination or expiration comes into effect, the RFP and the accompanying documents attached

thereto and any other document and/or material received during the Tender Process and/or the term of the Contract and/or in connection thereto, together with a detailed inventory thereof.

The Bidder undertakes to ensure that all its personnel and/or managers and/or shareholders and/or sub- consultants and advisers and privies abide by the terms of this Undertaking.

The Bidder hereby agrees to indemnify JTMT for all damages incurred by it as a result of a breach by the Recipient or any of its employees and consultants the declarations, warranties and undertakings contained herein.

The Bidder acknowledges that a breach or threatened breach of its obligations under this Undertaking would or may result in irreparable harm to the JTMT, the causes it seeks to advance, and the goals it seeks to reach, that cannot be adequately relieved by money damages alone. Therefore, the Bidder acknowledges that JTMT may request any applicable equitable remedies from any court of applicable jurisdiction, including injunctive relief, without the need for that JTMT to post any security.

This Declaration is delivered and takes effect on the date first written above.

Name of Authorised Representative: _____

Signature: _____

Signatures of Members:

Name of Member	Name and Title of Signatory	Signature

Authorization by Attorney:

I the undersigned, being legal counsel of _____ (insert company name), hereby confirm and attach my signature below as testimony thereof that _____ (insert name and position of Authorized Representative as indicated above) appeared before me on this ___ day of the month of _____, _____, and signed this declaration in my presence after confirming, under penalty of law and after being dully warned of the consequences of rendering a fallacious declaration, that the contents of his/her declaration as detailed therein are true and correct.

[Insert name]

Signature: _____

Date: _____

Annex B-3

Declaration Regarding Contacts and Absence of Conflicts of Interest

Name of Bidder: _____

Date: _____

I the undersigned, being the Authorized Representative of _____ (insert Bidder's name) in accordance with the Power of Attorney attached to the Bidder's proposal, hereby declare on behalf of the Bidder as follows:

1. This declaration regarding contacts and absence of conflicts of interest is being submitted as part of the materials comprising the proposal of the Bidder for the tender for a Consultant to complete a due diligence study for the Jerusalem LRT Red Line, published by JTMT, as further detailed in the ITB and its annexes (the "**Tender**").
2. No direct or indirect conflicts of interest exist between (i) any of the prior or current engagements or activities of the Bidder, and/or those of its Members, Related Entities, employees, and/or the Bidder's proposed sub-consultants (hereinafter: a "**Relevant Entity**"); and (ii) the obligations or rights of the Consultant under the Contract attached to the ITB for the Tender.
3. For the removal of any possible risk of conflict of interest, attached to this declaration is a detailed statement setting out all contacts, whether commercial or personal, between the Bidder and/or its Members and/or its Related Entities and/or its employees and/or its sub-consultants, and:
 - (i) The Concessionaire of the Red Line of the LRT System of Jerusalem, CityPass Ltd;
 - (ii) Any of the Concessionaire's shareholders;
 - (iii) Any of the Concessionaire's sub-contractors;
 - (iv) Any other organization involved in the design, construction, testing and commissioning of the Red Line.
 - (v) All entities participating in the pre-qualification process as part of the J-Net tender (including entities participating with any of the participants in the pre-qualification process as shareholders, experience providers or major subcontractors of the participants).

NOTE: A list of all such entities will be forwarded to all Bidders during the course of this (due diligence) Tender Process in accordance with the progress of the J-Net pre-qualification process. This list will be updated as relevant during the course of the J-Net tender process.
 - (vi) The staff of JTMT and/or any of its consultants.
4. The execution and performance of the Services under the Tender does not conflict, directly or indirectly, with any of the obligations of the Bidder or any Relevant Entity towards any third party, and neither the Bidder nor any Relevant Entity will face a claim from any third party with regard to the fulfilment of their obligations related to the Tender or the Contract.

5. The Bidder will report to JTMT immediately regarding anything that may result in a direct or indirect conflict of interest as set forth above. Such reporting shall take place at any time, including following the commencement of the Services under the Tender and/or Contract, and immediately upon the Bidder becoming aware of such situation.
6. In the event that the Bidder is awarded a Contract pursuant to the RFP or any part thereof, it will refrain from any activity that might constitute a direct or indirect conflict of interest in the execution of its duties under the terms of the Contract, all in accordance with the terms of the Contract, including, without limitation, the prohibition, for the entire period of the Contract, in engaging in any work for or on behalf of any member of the current Red Line Concessionaire without the prior written approval of JTMT.
7. In keeping with the above the Bidder, its Members, Related Entities, and sub-consultants will refrain from engaging in consultancy work of any kind with, or performing services of any kind for, any of the J-Net Bidders (as defined in the ITB) throughout the J-Net tender process without the prior written approval of JTMT.
8. That the interest of JTMT, the Tender, and the Project shall supersede all other interests, and that (i) it shall immediately report to JTMT any potential direct or indirect conflict of interests that may develop or arise, including, for example, by way of a potential transaction between the Bidder or a Relevant Party, and a third party; (ii) the Bidder or the other relevant party shall be entitled to enter such a transaction only with the prior written approval of JTMT and subject to the directives of JTMT with regard to the terms and/or details of the transaction in question including demanding that conditions of the transaction be amended prior to the issuance of such a written approval.
9. The Bidder understands and agrees that JTMT reserves the sole right and discretion to request any clarification, further information, or details on any of the aforesaid points, and also to decide that certain contacts constitute a conflict of interest and on such basis to bar such Bidder or Relevant Entity from continued participation in the Tender Process, including following the commencement of Services thereunder.
10. Where a Bidder is so barred, JTMT reserves the right to allow the Bidder to remove the conflict of interest pursuant to JTMT's instruction and to enable the Bidder to become eligible to re-join the Tender Process.
11. Notwithstanding anything to the contrary, (i) the Bidder agrees to indemnify JTMT fully for all losses, costs or damages incurred by JTMT arising from, or as a result of, a breach of any of the declarations, warranties and undertakings contained herein either by the Bidder, or by a Relevant Entity.

This declaration is delivered and takes effect on the date first written above.

Name of Authorised Representative: _____

Title: _____

Signature: _____

Authorization by Attorney:

I the undersigned, being legal counsel of _____ (insert company name), hereby confirm and attach my signature below as testimony thereof that _____(insert name\’s and position\’s of Authorized Representative as indicated above) appeared before me on this ___day of the month of _____, _____, and signed this declaration in my presence after confirming, under penalty of law and after being dully warned of the consequences of rendering a fallacious declaration, that the contents of his/her declaration as detailed therein are true and correct.

_____ Advocate

[*Insert name*]

Signature: _____

Date: _____

Annex B-4 (i)

Declaration Regarding Absence of Litigation

Name of the Bidder: _____

Date: _____

This declaration regarding absence of litigation is being submitted as part of the materials comprising the proposal of the Bidder for the tender for a Consultant to perform a due diligence study for the Jerusalem LRT Red Line as further detailed in the ITB and its annexes (the "**Tender**").

I the undersigned, being the Authorized Representative of _____ (insert name of Bidder), in accordance with the Power of Attorney attached to the Bidder's proposal, hereby declare under penalty of perjury, on behalf of the Bidder the following litigation history:

On the attached page is the litigation history arising out of the performance of consulting services similar to the Services detailed under this Tender Process for the 10 (ten) year period up to the submission of the Bid in which:

- (1) The Bidder, including any person who is in a management position with the Bidder, or a Member, **or**
- (2) The qualifying person to perform the Services detailed in the Tender, including any such person when they were manager, owner, or responsible managing employee of a consulting contractor other than the Bidder,

was a named plaintiff or defendant in a lawsuit brought by or against the Bidder and/or its Members and/or its Sub-consultants:

- a. The name and court case identification number of each case
- b. The jurisdiction in which it was filed
- c. The outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

This declaration is delivered and takes effect on the date first written above.

Name of Authorised Representative: _____

Title: _____

Signature: _____

Authorization by Attorney:

I the undersigned, being legal counsel of _____ (insert company name), hereby confirm and attach my signature below as testimony thereof that _____ (insert name's and position's of Authorized Representative's as indicated above) appeared before me on this ___ day of the month of _____, _____, and signed this declaration in my presence after confirming, under penalty of law and after being dully warned of the consequences of rendering a

fallacious declaration, that the contents of his/her declaration as detailed therein are true and correct.

Name of legal counsel: _____

Signature: _____

Date: _____

Annex B-4

Bidder Litigation History

[To be completed if applicable]

NOTE: Where no prior and/or current and/or pending litigation exists against the Bidder for the 10 (ten) year period up to the submission of the Bid, state this fact below.]

Annex B-5

Tender Requirements Forms / Information Concerning Bidder

Bidder's Name: _____

Date: _____

I the undersigned, being the Authorized Representative of the Bidder, in accordance with the Power of Attorney attached to the Bidder's proposal, hereby declare on behalf of the Bidder that the Bidder complies with all eligibility requirements as detailed in the RFP documents.

I. General Participation Requirements

Section in ITB	Description of Requirement	Authorized Representative Signature
16.1.2	Bidder maintains diplomatic relations with the State of Israel.	
16.1.3	There are no actions or proceedings pending, nor actions or proceedings which might result in any material or adverse change in the Bidder and/or its sub-contractors business, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets, including dissolution, liquidation, freeze of assets, bankruptcy, insolvency, appointment of a trustee, a liquidator or a receiver (including temporarily), or any other analogous situation.	
16.1.4	The Bidder and/or its sub-contractors, any Related Party and directors and managers thereof are not residents or nationals of a hostile state which does not have diplomatic relations with the State of Israel	
16.1.5	Neither the Bidder nor its sub-contractors or any directors or managers thereof, who may be involved in the submission of the Bid and/or the Tender Process and/or the provision of the Services as part of the proposed personnel and/or in any other form and/or manner have been convicted of an Offence the limitation period of which has not yet elapsed, and no criminal proceedings with respect to an Offence are being conducted against either of them at the date of submission of the Bid.	
16.1.6	Neither the Bidder nor its sub-consultants are currently providing consultancy services to, or forming a part of, any of the entities seeking to	

	become J-Net Bidders as part of the J-Net prequalification process (including entities participating with any of the J-Net Bidders as shareholders, experience providers or major subcontractors)	
16.1.7	Neither the Bidder nor its sub-contractors have been blacklisted by the World Bank under its fraud and corruption policy.	
16.1.8	The Bidder has submitted one Bid	
16.1.9	None of the Bidder's Related Entities have submitted Bids.	
16.1.10	The Bidder is not a sub-consultant of any other Bidder	

II. Technical Eligibility Requirements

Section in ITB	Description of Requirement	Authorized Representative Signature
17.1(i)	Compliance with requirements detailed in Section 16.1	
17.1(ii)	Compliance of the proposed Key Personnel with the mandatory requirements detailed in Annex E to the ITB.	
17.1(iii)	15-20 years of proven experience in the management, design, and performance of LRT projects.	
17.1(iv)	Successfully undertaken and completed due diligence studies on at least two (2) operating LRT lines of at least the magnitude of the Jerusalem LRT System Red Line, in urban conditions, in the five (5) year period prior to the submission date of the Bid.	
17.1(v)	Successfully undertaken and completed due diligence studies on at least five (5) operating LRT lines of at least fourteen (14) continuous km in urban conditions in the five (5) year period prior to the submission date of the Bid.	
17.1(vi)	The Bidder has demonstrated that the Services will be provided through the use of internal resources of the Bidder (including the proposed personnel for performance of the Services) in a proportion no less than 60% of the Bid Price as	

	defined in the ITB.	
--	---------------------	--

This declaration is delivered and takes effect on the date first written above.

Name of Authorised Representative: _____

Title: _____

Signature: _____

Authorization by Attorney:

I the undersigned, being legal counsel of _____ (insert company name), hereby confirm and attach my signature below as testimony thereof that _____ (insert name and position of Authorized Representative as indicated above) appeared before me on this ___ day of the month of _____, _____, and signed this declaration in my presence after confirming, under penalty of law and after being dully warned of the consequences of rendering a fallacious declaration, that the contents of his/her declaration as detailed therein are true and correct.

Name of Legal Counsel: _____

Signature: _____

Date: _____

Annex B-6

General Declaration, Warranty and Undertaking

Name of the Bidder: _____

Date: _____

I the undersigned, being the Authorized Representative of _____ (insert Bidder's name) in accordance with the Power of Attorney attached to the Bidder's proposal, hereby declare, warrant and undertake on behalf of the Bidder as follows:

This declaration, warranty and undertaking is being submitted as part of the materials comprising the proposal of the Bidder for the Tender for a Consultant to complete a due diligence study for the Jerusalem LRT Red Line as further detailed in the ITB and its annexes.

The Bidder has received a complete copy of the Request for Proposals (hereinafter "**RFP**"), including the Instructions to Bidders, the Terms of Reference, the Bidding Documents and Forms, the Evaluation Criteria, the Contract, the Mandatory Requirements for Proposed Personnel and all other attachments. The Bidder has understood the contents of the RFP in its entirety, and submits its proposals in accordance with the terms and provisions in the RFP. The Bidder further declares that it agrees to all of the provisions in the RFP, and undertakes to be bound by all the normative provisions in the RFP.

The Bidder warrants that the proposals are accurate, complete and up-to-date, in accordance with the requirements of the RFP and the Bidder's best professional judgment. The Bidder has carefully read and understood all parts of its Bid, including its Financial Proposal. The Bidder understands that it shall not be able to change any part of its Financial Proposal as a result of any new information it might receive.

The Bidder warrants that the Bid has not been prepared in collusion with any other Bidder participating in this Tender, nor with any entity associated with such Bidder, and that no Member of the Bidder is a member, either directly or indirectly, in any other Bidder participating in the Tender.

The Bidder warrants that it is legally entitled to use and transfer all information, know-how, trade secrets, patents and/or other intellectual property contained in the Bid.

The Bidder understands that the submission of its proposals shall not be deemed in any way to create an obligation on the part of JTMT to award it a contract for performing the Services contemplated therein, and that JTMT has the unfettered right to reject any or all proposals submitted; to request additional information from the Bidder or other parties; to cancel or modify the RFP at any time; and to negotiate with any or all Bidders.

In the event the Bidder is awarded the Contract for performing the Services under the RFP the Bidder, its Personnel and/or its managers and/or its shareholders and/or its sub-consultants, representatives and privies shall :

1. Perform all such services without exception, subject to any further directions from JTMT, including the participation, investment and full commitment of the proposed staff to perform the Services.

2. At all times hold the interests of JTMT paramount, without any consideration for future work, and avoiding conflicts with other assignments or its own corporate interests and/or those corporate interests of its sub-consultants.
3. Refrain from contracting with, or performing services for, any of the J-Net Bidders for the entire period of the J-Net tender process without the prior written approval of the Tender Committee.

The Bidder hereby agrees to indemnify JTMT fully for all losses, costs, or damages incurred by it as a result of a breach of any of the declarations, warranties and undertakings contained herein.

This declaration is delivered and takes effect on the date first written above.

Name of Bidder's Authorized Representative: _____

Title: _____

Signature: _____

Authorization by Attorney:

I the undersigned, being legal counsel of _____ (insert company name), hereby confirm and attach my signature below as testimony thereof that _____ (insert name's and position's of Authorized Representative's as indicated above) appeared before me on this ___ day of the month of _____, _____, and signed this declaration in my presence after confirming, under penalty of law and after being dully warned of the consequences of rendering a fallacious declaration, that the contents of his/her declaration as detailed therein are true and correct.

Name of legal counsel: _____

Signature: _____

Date: _____

Annex B-7

Technical Proposal (Experience of Bidder and Proposed Personnel and Consultants)

I. References¹

Please fill in all relevant information.

Client Name	
Please place either (1) or (2) in the column to the right, as follows: A. Consultant (1); or B. Sub-consultant (2) providing the services for the project	
Name of project	
Type of project	
Location of project	
Length in km of project	
Description of services performed by the Bidder	
Start date and finish date of services provided by Bidder for project	
Name and address of client: (Please indicate whether public or private entity.)	
Name, telephone number and email of client representative	
Names of sub-consultants used (if any)	
Brief description of the project: 	

¹ Please note:

1. Bidders should refer to at least the minimal number of projects necessary to prove eligibility. There is no maximum number of projects that may be included in the Bid.
2. Please use a separate sheet for each project.
3. Bidders may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

II. **Proposed Personnel Profiles**²

Please fill in all relevant information.

Name and Forename																
Date of Birth and Age:																
Nationality:																
Key qualifications																
Years of general professional experience following accreditation:																
Years of particular professional experience following accreditation in the proposed position																
Employed in Company since:																
Languages Spoken/Written:	“mother tongue” (or “bilingual” if more than one mother tongue), “fluent”, “fair”, or “elementary”)															
	<table border="1"> <thead> <tr> <th>Languages</th> <th>Written</th> <th>Spoken</th> </tr> </thead> <tbody> <tr> <td>Hebrew</td> <td></td> <td></td> </tr> <tr> <td>English</td> <td></td> <td></td> </tr> <tr> <td>[Other]</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Languages	Written	Spoken	Hebrew			English			[Other]					
	Languages	Written	Spoken													
	Hebrew															
	English															
[Other]																
Current position(s)																

2

Please note:

1. Bidders should be sure to include the mandatory qualifications of Key Personnel.
2. Please use a separate sheet for each person.
3. Bidders may attach separate sheets to provide brief particulars of other relevant experience of relevant persons.

Reason for proposing this person	
Proposed position	

Main relevant competencies and experience

Proposed References as per Mandatory Requirements and/or Evaluation Criteria:

Position Held	Project Name	Responsibilities in the Project	Phase of Project and Number of years working in the Project	Aspects of the Project that qualify it as a Reference Project

Total Number of Projects:

Career (in Reverse Order)

Period (mm/yyyy to mm/yyyy)	Company Name	Position Held	Work Undertaken and Responsibilities

Total Number of Years of General Professional Experience:

[]

Projects following Accreditation in Relevant Positions *(for demonstrating compliance with mandatory requirements set forth in Annex E)*

Year	Company Name	Project Name	Work undertaken and responsibilities; description of the project (including unique difficulties and)	Aspects of the work that make it relevant

Total Number of Years of Relevant Experience:

[]

I, the undersigned, certify that, to the best of my knowledge and belief, this CV correctly describes my qualifications and experience relevant to the Tender Process. A detailed CV to support the information contained in this form is attached hereto.

Signature of proposed person: _____

Date (day/month/year): _____

Signature of Authorised Representative of the Bidder undertaking that the person is available to undertake the Services which are the subject of the Bid.

Signature of Authorised Representative: _____

Date (day/month/year): _____

Annex B-8(i)

Insurance Compliance Certification

This insurance compliance certification is being submitted as part of the materials comprising the proposal of the Bidder for the tender for a Consultant to perform a due diligence study for the Jerusalem LRT Red Line as further detailed in the ITB and its annexes (the "**Tender**").

I the undersigned, _____ (name of undersigned), authorized representative of the insurance company _____ (name of insurance company) (the "**Insurance Provider**"), with registered office at _____ (address of insurance company, hereby confirm on behalf of the Insurance Provider that the insurance policy(ies) listed in **Annex B-8(ii)** purchased by _____ (name of Bidder) from the Insurance Provider (i) insure the Bidder in the amounts and pursuant to the terms set forth in **Annex B-8(ii)**; (ii) adhere to the insurance provisions set forth in the Contract.

This certification is delivered and takes effect on the date first written above.

Name of Insurance Company _____

Title of authorized representative: _____

Signature and stamp of company: _____

Annex B-8(ii)

List of Insurance Policies³

Name of Insurance Policy	Level of Coverage	Period of Coverage	Other important terms of insurance policy

³ Please add rows to the above table if the number of rows provided is insufficient.

Annex B-9

Technical Proposal Forms (Methodology)

Please describe (on one or more separate pages) the methodology you propose using for performing the Services, including: (i) work strategies; (ii) research and analysis methodologies; (iii) Organization Breakdown Structure (OBS), including proposed interfacing of different entities and person in the structure; (iv) proposed deployment; (v) schedule of services; and (vi) allocation of resources; (vii) critical activities and associated risks, including proposed mitigation measures; (viii).

Note: Without derogating from the aforesaid, the Technical Proposal shall provide at a minimum the Bidder's understanding regarding the requested Services, including a detailed description of the applicable methodology for performing the Services accompanied by examples from similar projects in support of the proposed methodology.

Annex B-9

Financial Proposal

1. Lump Sum Price Proposal (in accordance with Section 24.12.2(i) of the ITB)

Estimate of working hours in Israel office	Estimate of working hours in overseas office	Estimate of required number of trips to Israel	Proposal in Euros
		20	

2. Proposal for a bank of hours (in accordance with Section 24.12.2(ii) part (a) of the ITB)

Item	Quantity	Cost (Euro)	Discount (Percent)	Daily rate (Euro)
Senior engineer	350	120		
Engineer	150	96		
Round-trip flight (per flight)	10	1,000	NO discount	-
Per-diem (in Israel)	15 days	200 (per day)	NO discount	-

3. Proposal for a bank of hours (in accordance with Section 24.12.2(ii) part (b) of the ITB)

Item	Quantity	Cost (Euro)	Discount (Percent)	Daily rate (Euro)
Senior engineer	1,050	120		
Engineer	450	96		
Round-trip flight (per flight)	30	1,000	NO discount	-
Per-diem (in Israel)	95 days	200 (per day)	NO discount	-

**REQUEST FOR PROPOSALS FOR
DUE DILIGENCE STUDY FOR ASSESSMENT OF LRT SYSTEM RED LINE**

ANNEX C: EVALUATION CRITERIA

1. Weighting.

- 1.1. The overall mark for the Bid (Technical Proposal + Financial Proposal) shall be rated on a one hundred (100) points basis.
- 1.2. The overall mark for the Technical Proposal shall be rated out of eighty (80) points. The overall mark for the Financial Proposal shall be rated out of twenty (20) points.

2. Technical Proposal Evaluation Threshold

- 2.1. Only those Bids whose Technical Proposals meet the following requirements shall advance to the evaluation of the Financial Proposal:
 - i) Compliance with all mandatory requirements (including for proposed staff);
 - ii) At least twenty one (21) points with respect to the proposed staff and CVs; and
 - iii) At least fifty six (56) points (out of a maximum 80 points) with respect to the complete Technical Proposal.

3. Technical Proposal Evaluation

- 3.1. The overall mark for the Technical Proposal shall be eighty (80) points.
- 3.2. The evaluation shall take into account the Bidder's experience in Light Rail projects and performing due diligence studies in relevant LRT projects.
- 3.3. The main weighting for the Technical Proposal shall be the evaluation of the Bidder's proposed methodology for the performance of the Services. In this regard, the weighting shall take into account, inter alia, the following elements:
 - 3.3.1. The Bidder's references in Light Rail projects and performing due diligence studies in relevant LRT projects;
 - 3.3.2. Experience and qualifications of proposed personnel (CVs);
 - 3.3.3. Bidder's approach to the performance of the work as set out in the TOR (Annex A);
 - 3.3.4. Bidder's organization for the performance of the Services. In this regard the following will be evaluated:
 - i) Breakdown of disciplines according to proposed personnel (OBS);
 - ii) Reasonableness of proposed number of hours to be worked and resources allocated in each field (both in Israel and abroad).
 - iii) Technical presentation of proposed methodology.

4. Breakdown of Weighting for Technical Proposal

- 4.1. The following criteria and related marks will be considered by the Tender Committee to select the preferred Bidders:

- 4.1.1. Experience of Bidder – 30 points.
- 4.1.2. Proposed methodology for the performance of the Services – 20 points.
- 4.1.3. Quality of personnel – 30 points.
- 4.2. Please note: in the assessment of the proposal for the performance of the optional assignment (Annex A – TOR, Section 7.4) weighting will be given to those Bidders with experience of participation in such a buy back process.
- 4.3. For convenience purposes, the technical proposal evaluation criteria and respective weighting are summarised in the table below:

	Subdivision			Subdivision max. mark	Overall mark for category
The Bidder	Extent of experience in the management, design and performance of LRT projects.				30
Proposed Personnel	Project Manager	General professional experience.	1	3	30
		Particular experience in the fields of management enumerated in Annex E.	2		
	Operation expert	General professional experience.	2	4	
		Particular experience in the operation of LRTs.	2		
	Maintenance expert	General professional experience.	2	4	
		Particular experience in the maintenance of LRTs.	2		
	Rolling stock expert	General professional experience.	2	5	
		Particular experience in the field of LRT rolling stock.	3		
	Systems expert	General professional experience.	2	4	
		Particular experience in the field of LRT systems and sub-systems.	2		
	Electricity expert	General professional experience	1	3	
		Particular experience in the field of LRT systems and sub-systems	2		
	Infrastructure expert	General professional experience.	2	4	
		Particular experience in the field of LRT infrastructure.	2		
Extended team	General professional experience and particular experience for the extended team (Annex E, Section 2).			3	
Technical Proposal – Methodology	Description of the applicable methodology for performing the Services.			8	20
	Organization Breakdown Structure (OBS), proposed deployment and schedule and allocation of resources.			5	
	Technical presentation of work methodology.			7	

5. Financial Proposal Evaluation Criteria

5.1. Financial Proposal

The two parts of the financial proposal will carry weighting as follows:

- 5.1.1. Proposed lump sum amount for the performance of the survey and report – up to the final due diligence report – **15 points**.
- 5.1.2. Proposed bank of work hours/days for: i) assistance to JTMT in clarifications to J-Net Bidders and the issuing of the updated due diligence report; and ii) assistance to JTMT in the process of the handover of the Red Line LRT System, including in the further updating of the due diligence report and in the preparation of the Transfer of the LRT System Report in the event of a buy-back – **5 points**.

5.2. Evaluation Criteria and Financial Proposal Evaluation Threshold

- 5.2.1. JTMT will not consider any Bid whose Bid price with regard to the **proposed lump sum** as set forth in Section 24.12.2(i) of the ITB is more than 50% above or below JTMT's own Bid price estimate.

For information purposes only, JTMT's Bid price estimate for this part only is **293,024** Euros.

For convenience purposes, the table below shows the evaluation criteria and respective scoring for this part of the financial proposal:

Bidder proposal in relation to JTMT Bid price	Score
50%	15
60%	13.5
70%	12
80%	10.5
90%	9
100%	7.5
110%	6
120%	4.5
130%	3
140%	1.5
150%	0

- 5.2.2. With respect to the bank of hours set forth Section 24.12.2 (ii) of the ITB maximum weighting will be given to a proposal with a discount of 20% or more on the values set out in the table in Annex B (9).

For convenience purposes, the relative scoring for this category is set out in the table below:

Bidder proposal in relation to JTMT hourly rate	Score
80%	5
90%	3.75
100%	2.5
110%	1.25
120%	0

- 5.3. Foreign currencies are converted to Israeli NIS using the daily representative exchange rates as published by the International Monetary Fund 30 days prior to Submission Date.

FORM OF CONTRACT NO. ____/17

This contract (hereinafter referred to as the "**Agreement**") is made
this ____ day of ____, 2017

Between

JERUSALEM TRANSPORTATION MASTERPLAN TEAM

From 97 Jaffa Street, Jerusalem, Israel
(hereinafter referred to as the "**JTMT**")

on the one side;

and

DUE DILIGENCE CONSULTANT,

Name and address of Consultant
(hereinafter referred to as the "**Consultant**")

on the other side;

WHEREAS: JTMT, operating through "The Association for Urban Planning, Development and Preservation – Jerusalem (R.A.)" as part of its work towards providing a transport network in the metropolitan area of Jerusalem and towards providing full information for the bidders in the tender to for the Green Line and extensions to the LRT network in Jerusalem (hereinafter: the "J-Net tender") concerning the existing LRT System in Jerusalem (hereinafter: the "Red Line LRT System"), is interested in receiving the Services which form the subject of this Agreement for a due diligence survey of the existing Red Line LRT System and consultancy to the J-Net tender committee in this regard; and

WHEREAS: JTMT is interested in receiving the Services from the Consultant in accordance with the terms set forth in this Agreement and in the annexes attached thereto; and

WHEREAS: The Consultant declares that it has read and understood and agrees to all the terms set forth in this Agreement, and that it is capable, both professionally and financially and in all other respects, of accepting on itself the performance of the work set forth herein to the highest standard and in accordance with the terms set forth herein; and

WHEREAS: JTMT, acting in accordance with the decision of the Steering Committee as defined in the Special Conditions, and based on the Consultant's aforementioned representations and undertakings, has resolved to bestow on the Consultant the performance of the Services as defined hereunder, and the Consultant wishes to perform the Services, all in accordance with the terms of this Agreement;

NOW THEREFORE the Parties hereto agree as follows:

1. The following documents shall form an integral part of this Agreement:
 - a) The preamble and introduction to the Agreement
 - b) The General Conditions of Contract;

- c) The Special Conditions of Contract; and
- d) The appendices attached to this Agreement and/or detailed in the Special Conditions of Contract, including but not limited to the following appendices:

List of appendices shall include the following:

- **Appendix A** Invitation to Bidders (ITB)
- **Appendix A1** Clarifications
- **Appendix B** Specification of Services and Fee
- **Appendix C** Consultant's Technical Proposal
- **Appendix D** Consultant's Financial Proposal
- **Appendix E** Consultant's Declarations and Power of Attorney
 - 1 - Declaration regarding contacts and absence of conflict of interest
 - 2 - Declaration, Warranty and Undertaking
 - 3 - Confidentiality Undertaking
 - 4 - Declaration regarding absence of Litigation
 - 5 - Declaration regarding the absence of fraud and corruption listing in the Word Bank
 - 6 - Power of Attorney
- **Appendix F** Consultant's Insurance Policy/ies Certificates
- **Appendix G** Consultant's Incorporation Documentation

2. Order of Precedence

Unless otherwise specified in the Special Conditions, in the event of contradiction between the various documents forming part of this Agreement, the following order of precedence shall apply:

The Special Conditions of Contract;

The General Conditions of Contract;

Appendices

Part I: General Conditions of Contract

1. GENERAL PROVISIONS

1.1. The Agreement

1.1.1. JTMT hereby procures the Services as defined hereunder from the Consultant and the Consultant hereby undertakes to provide JTMT with such Services, all in accordance with, and subject to the terms of this Agreement.

1.1.2. In the event of additional agreements with the Consultant in the course of the Project, including regarding additional services as defined hereunder, these may be performed by the execution of addendums to the Special Conditions of Contract. In this event the terms of the General Conditions of Contract shall continue to apply.

2. Definitions

The following terms whenever used in this Agreement shall have the following meanings:

<i>Authorities</i>	Any authority with powers under all Laws and Regulations which relate to the Project;
<i>Agreement</i>	The Agreement signed by the Parties, an integral and inseparable part of which are these General Conditions of Contract together with all documents listed in Section 1 to the preamble to this Agreement ;
<i>Blue Line</i>	As described in the Terms of Reference which form part of Appendix A to this Agreement
<i>Foreign Currency</i>	Euros (EUR €);
<i>Consultant</i>	_____, the consultant engaged by JTMT for the performance of the Services as defined hereunder, including any person and/or body engaged by such consultant for the performance of such Services.
<i>General Conditions</i>	The General Conditions of Contract;
<i>General Consultant</i>	The general consultant to JTMT (currently Egis Rail), supervising and coordinating the work for the planning and design of the Blue and Green Lines.
<i>Green Line</i>	As described in the Terms of Reference which form part of Appendix
<i>Government</i>	The Government of the State of Israel;
<i>JTMT</i>	The Jerusalem Transportation Masterplan Team, operating through “The Association for Urban Planning, Development and Preservation – Jerusalem (R.A.)”. The execution of this Agreement is subject to the Laws and Regulations applying to such operation and the terms of this Agreement. The executive director of JTMT or his/her authorised representative, or the professional body for the implementation of this Agreement, shall hereby be authorised to act on behalf of JTMT in all

	matters pertaining to the performance of this Agreement
<i>Laws and Regulations</i>	The laws and regulations as may be issued and in force from time to time in the State of Israel;
<i>Local Currency</i>	New Israeli Shekel (NIS);
<i>LRT</i>	Light Rail Transit
<i>Party</i>	The JTMT or the Consultant, as the case may be; “Parties” refers to both of them;
<i>Personnel</i>	Persons assigned by the Consultant, whether as employees or otherwise, to the performance of the Services or any part thereof; "Overseas Personnel" means such persons who at the time of being so assigned had their domicile outside Israel; and "Local Personnel" means such persons who at the time of being so assigned had their domicile inside Israel;
<i>ITB</i>	The Invitation to Bidders attached hereto as Appendix A.
<i>Special Conditions</i>	The Special Conditions of Contract by which the General Conditions may be amended or supplemented;
<i>Services</i>	The due diligence and consultancy services to be performed by the Consultant pursuant to this Agreement, as described in the Special Conditions and the ITB attached hereto as Appendix A;
<i>Steering Committee</i>	The managing committee of the JTMT comprising representatives from the Ministry of Transport and the Municipality of Jerusalem;
<i>Third Party</i>	Any person or entity other than the Government, JTMT, the Consultant or a sub-consultant;
<i>TOR</i>	The Terms of Reference, which include the scope of works, describing the services and deliverables to be provided by the Consultant.

2.1. **Law Governing Agreement**

This Agreement, its meaning and interpretation, and any relation between the Parties shall be governed by the Laws and Regulations of the State of Israel.

3. **Headings**

Headings in this Agreement are used for purposes of convenience only, and shall not serve for purposes of interpretation.

4. **Miscellaneous**

4.1. **Notices and addresses**

The addresses of the Parties for the purposes of this Agreement shall be as set out in the Preamble. Any notice sent by registered mail in Israel to either of the aforementioned addresses shall be considered as having been lawfully received within seventy two (72) hours of it being sent by registered mail.

4.2. Location of performance of Services

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Israel or elsewhere, as may be approved by JTMT.

4.3. Taxes and Duties

4.3.1. Unless otherwise specified in this Agreement, the Consultant and/or the Consultant's Personnel shall pay such taxes, duties, fees, levies and other impositions as may be levied under all Laws and Regulations.

4.3.2. Notwithstanding the provisions of Section 4.3.1 above, where, under all Laws and Regulations, the Consultant becomes liable for Israeli income tax the requirement for payment of Income Tax by the Consultant may be performed by JTMT deducting the relevant tax sums from the regular payments to the Consultant. This deduction will be performed according to the Tax Authorities' instructions.

4.3.3. For the purposes of the fulfilment of JTMT's undertaking as set forth in Section 4.3.2 above, the Consultant hereby undertakes to cooperate fully with JTMT in all contacts with the Income Tax Authorities.

5. Representations, warranties and undertakings of the parties

5.1. The Consultant hereby represents and warrants that it has the qualifications, ability and professional experience necessary to perform the Services in accordance with this Agreement and in accordance with all Laws and Regulations, to the highest professional standard, and that it will perform the Services in accordance with the provisions of this Agreement, and adhere to the instructions received from JTMT to its full satisfaction, and that it will be solely responsible for the performance of such Services.

5.2. The Consultant hereby represents and warrants that there is no prohibition against, and/or no impediment of any kind, including by force of law or contract to its contracting under this Agreement and performing its obligations hereunder. The Consultant is not subject to any obligation, including any conditional obligation, which may contravene its undertakings under this Agreement, and there is nothing in the execution of this Agreement or its implementation of its undertakings hereunder which might constitute a breach of any contract or other undertaking and/or a breach of any law.

5.3. Where the Consultant has undertaken to perform the Services or any part thereof through or by a specific representative whose name it has presented before JTMT, the Consultant shall not replace such representative without the prior written approval of JTMT. Such approval shall be at the exclusive discretion of JTMT and shall be subject to any such replacement having the same or superior experience, qualifications and skills as the representative being replaced. It is hereby clarified that any such replacement may not serve as grounds for postponing and/or delaying and/or derogating from and/or any diminution in the performance of the undertakings of the Consultant as set out hereunder, and the Consultant shall be prevented from raising any claim of any kind whatsoever in this regard.

- 5.4. The Consultant undertakes to fulfil all the conditions precedent for the implementation of this Agreement including as set forth in Appendix A attached hereto and any addenda to this Agreement, throughout the period of the Agreement. Any deviation from the fulfilment of such conditions precedent shall constitute a material breach of this Agreement, with all that this entails.
- 5.5. The Consultant undertakes to act in good faith towards JTMT, its employees and/or contractors, and not perform any act liable to harm JTMT, its business, its good name, or the Project.
- 5.6. JTMT represents and warrants that it is a body set up and funded by the Jerusalem Municipality and the Ministry of Transport of Israel. JTMT currently functions through “The Association for Urban Planning, Development and Preservation – Jerusalem (R.A.)”. The Consultant hereby declares that it is aware and in agreement, that the transaction in accordance with this Agreement is subject to the Laws and Regulations applicable in Israel to activity of the kind entailed hereunder and in accordance with the essence and scope of the Project and the Agreement.
- 5.7. It is hereby clarified and agreed by the Consultant that, in light of the complexity of both this present Project and other projects currently being undertaken by JTMT and the numerous bodies involved in such projects, and also in light of the fact that JTMT is a body which may assign its rights and obligations to an alternative body which will lead the implementation of the Project, changes to the Services may be necessary which will require full compliance on the part of the Consultant and total cooperation with JTMT, in accordance with the instructions which may be issued from time to time by JTMT at its sole discretion.
- 5.8. The Consultant shall submit to JTMT a detailed work programme and a report on the progress of the Services, as well as any documents, explanations and/or information regarding the Services which JTMT may require from time to time. The submission of documents shall be in accordance with the time schedule determined by JTMT in each case.
- 5.9. JTMT shall make available to the Consultant all the information and data in its possession which the Consultant deems necessary and relevant for the performance of the Services. Nothing in the foregoing shall derogate from the obligation of the Consultant to obtain all material necessary for the performance of the Services in accordance with this Agreement.
- 5.10. The Consultant will receive instructions from a representative of JTMT with regard to all aspects of the Services and their performance, as well as with regard to the reports, programmes and documents to be prepared by the Consultant. It is hereby agreed that the absence of such instructions shall in no way release the Consultant from its obligations under this Agreement, nor does this provision entail an obligation upon JTMT to issue such instructions to the Consultant.
- 5.11. JTMT shall be entitled to require modifications and/or clarifications and/or additions to the work to be performed by the Consultant and likewise shall be entitled to require that any written opinion, piece of work or other document submitted by the Consultant be rewritten or otherwise revised. The Consultant undertakes to make whatever modifications to its work as may be required of it at any time by JTMT.

Notwithstanding the foregoing, it is hereby agreed that where, as a result of such request and for the performance of such modifications, clarifications or additions, the Consultant is required to incur material additional outlays, the Parties shall agree on an additional consideration to be paid to the Consultant for the performance of such modifications, clarifications or additions as the case may be. In all other events it is hereby agreed that the consideration to be paid to the Consultant under this Agreement represents full and adequate consideration including for the performance of such modifications.

- 5.12. Without derogating from the generality of the foregoing, it is hereby agreed that any document to be submitted by the Consultant shall be prepared on computer and shall be submitted in electronic medium (CD, memory stick, or forwarding of computer file(s) or any other way) in a form and format which are compatible with the JTMT computer and information systems. Subject to the directions of JTMT, any such submission shall be accompanied by a hard copy print-out of the contents of the submission. The Consultant likewise hereby undertakes to receive and/or enable transfer to or from it of any material in electronic form, using software in accordance with the directions of JTMT.
- 5.13. Where any aspect of the Services requires a registration or the obtaining of a licence or permit in accordance with any Laws and Regulations as these may be in force, or changed, from time to time, the Consultant shall be required so to comply at its own expense.
- 5.14. The Consultant shall bear full and exclusive responsibility for ensuring that all of its actions undertaken for the provision of the Services shall be performed in accordance with the Laws and Regulations in force. The Consultant undertakes to perform any action or service so as to ensure that at all times the implementation of the Services meets the requirements of any Laws and Regulations. The Consultant shall not be entitled to any additional payment in lieu of such actions, and all such actions performed shall be at the sole expense of the Consultant. The Consultant hereby undertakes immediately to inform JTMT in the event of the discovery of a discrepancy of any kind between the performance of the Services and the provisions of any Laws and Regulations. The Consultant shall bear full and exclusive responsibility for compliance with the provisions of this Section 5.14.
- 5.15. In addition, the Consultant undertakes to perform any act which an expert would perform so as to perform the Services under this Agreement, in accordance with the rules of its trade, the highest standards of professional practice and the provisions of all Laws and Regulations applying to the performance of the Services. The Consultant further undertakes to take any measures which may be required for the efficient and effective performance of the Services.
- 5.16. The Consultant shall participate in meetings regarding and/or connected with the Project and/or the performance of the Services, as may be required from time to time by JTMT for the purposes of performing the Services.
- 5.17. The Consultant shall work in cooperation with all other consultants and experts engaged on the Project, and/or with any other body as JTMT may direct, and as may be required for the performance of the Services. It is hereby clarified that JTMT's authorised representative shall have the exclusive authority to provide the Consultant with instructions as regards the Project, the performance of the Services

and the manner of cooperation as set forth herein.

- 5.18. The Consultant shall keep a written record of all hours worked under this Agreement. This written record shall be submitted to JTMT at its request. Where the Consultant is engaged to work a set number of hours, it undertakes to inform the JTMT representative immediately when the number of hours worked amounts to 75% of the total number of hours set forth in the Special Conditions of Contract. It is hereby clarified that, where the number of hours worked by the Consultant exceeds the number of hours set forth in the Special Conditions of Contract, the Consultant shall not be entitled to any payment/consideration in lieu of this and shall have no claim whatsoever against JTMT in this regard.
- 5.19. In addition, and without derogating from the generality of the foregoing, it is hereby agreed that nothing in this Agreement shall give the Consultant exclusivity with regard to the performance of the Services and/or to affect the scope of work of other consultants. JTMT shall be entitled at all times, and at its exclusive discretion, to engage additional consultants for the performance of the Services and/or for the performance of similar services, to change consultants or perform the Services itself, and to do so in any way it chooses, including during the course of this Agreement.

6. Remuneration and payment

- 6.1. Remuneration for the consulting Services is provided for in the Special Conditions and set out in detail in Appendix B attached hereto.
- 6.2. It is hereby clarified that the remuneration shall be rendered only for Services actually performed, and in accordance with the instructions of JTMT.
- 6.3. The remuneration shall be rendered in accordance with the *de-facto* progress of the performance of the Services, and according to the decision of JTMT. Notwithstanding anything to the contrary in Appendix B and the Special Conditions of Contract, it is hereby clarified that where the progress of the work under this Agreement does not proceed as swiftly planned, or where there is a delay or change in the schedule for the performance of the Services for whatever reason, JTMT shall be entitled to change the schedule of payments at its sole reasonable discretion, and in accordance with circumstances which may arise.
- 6.4. Payments owed to the Consultant shall be made at the scheduled date + sixty (60) days after submission of an invoice by the Consultant and the approval of such by JTMT's representative.
- 6.5. The Consultant shall submit its invoices on invoice forms which JTMT shall provide. It shall be the responsibility of the Consultant to make sure that its invoice is detailed and includes all the relevant necessary documentation (such as: approved order for work, calculations and so forth) in order for JTMT to be able to understand the manner in which the invoice has been made out. It is hereby clarified that invoices which are not submitted as set forth in this Section 6.5 shall not be considered, and the number of days for JTMT payment as set forth in Section 6.4 shall not apply.
- 6.6. Where the performance of Services is to be calculated by number of hours worked, the Consultant shall be required to submit a detailed breakdown of hours worked,

showing the days, dates and hours worked together with a detailed explanation of the work undertaken and the matters dealt with.

- 6.7. The Consultant shall submit its invoices on a regular basis and immediately following the performance of the relevant part of the Services. Where an invoice is submitted three or more months following the completion of such work, JTMT shall be entitled, at its sole discretion, and following the issuing of a written notice to the Consultant, to set off up to 10% of the consideration for each month of delay, beginning at the fourth month of delay. The penalty shall be imposed cumulatively (for each month of delay) and will be set off from the consideration due to the Consultant.
- 6.8. The remuneration as stipulated in the Special Conditions shall be in full satisfaction of all consideration due to the Consultant as a result of the Services and as a result of any rights or claims relating thereto, including other expenses incurred in the preparation of the Services, except as specifically set forth in the Special Conditions.

7. Schedule for performance of Services

- 7.1. Except where otherwise stated in the Special Conditions of Contract, the Consultant shall perform the Services in accordance with the schedule for the performance of the Services to be defined by JTMT's representative.
- 7.2. A delay of more than fourteen (14) days in the performance of any stage in the stages of work defined in the schedule for the performance of the Services shall entitle JTMT to deduct 5% of the remuneration owed to the Consultant for such stage of work for each week of delay, or part thereof, beginning on the fifteenth (15th) day of such delay onwards up to a cumulative maximum of no more than ten per-cent (10%) of the remuneration for such stage of work, applicable to each stage of work.

8. Liability Indemnification and Insurance

- 8.1. The Consultant shall be professionally liable towards JTMT and towards any third party for the performance of the Services to the highest professional standard and with the greatest expertise and as provided in accordance with all Laws and Regulations.
- 8.2. The Consultant accepts full and complete liability, in accordance with all Laws and Regulations for any accident and/or injury and/or damage and/or loss (hereinafter: the "damage") of any kind caused for whatever reason to JTMT and/or to the Consultant and/or to JTMT's property and/or to the property of the Consultant or any third party, arising from an action and/or an omission, whether directly or indirectly in the course of and/or as a result of the performance of this Agreement and/or in connection thereto.
- 8.3. The liability of the Consultant for the work of the Consultant shall be borne solely by the Consultant itself in accordance with all Laws and Regulations. The Consultant shall bear similar liability with respect to the type and manner of the provision of the Services and/or the performance of the work by it and/or by any employee acting on its behalf. The agreement and/or approval of JTMT with regard to matters related to the performance of the Services do not release the Consultant from its exclusive liability for such work or Services.

8.4. It is hereby set forth and agreed that JTMT shall under no circumstances bear any vicarious liability for any actions, torts or omissions of the Consultant or any employee acting on its behalf which are not included under the professional liability insurance as set forth hereunder. The Consultant undertakes to compensate JTMT for any damage or cost incurred by JTMT as a result of negligence by the Consultant in the performance of its work, or as a result of the breach of a statutory duty, or as a result of a breach of this Agreement.

8.5. The Consultant shall be solely liable for payment for the indemnification of any damages, or compensation or any other payment owed by the Consultant, in accordance with all Laws and Regulations, to JTMT and/or any body connected with the procurement of the Project and/or the employees of such body and/or other any third party. In addition the Consultant shall compensate and indemnify JTMT for all expenses and/or payments and/or losses of any kind resulting from any claim or lawsuit submitted against it by any third party in connection with the performance of the Services and/or the results of such performance. JTMT shall duly inform the Consultant of the filing of any such claim or lawsuit and will enable it to participate in any dispute settlement negotiations and/or to undertake the defence of the lawsuit at its expense.

8.6. Insurance to be taken out by the Consultant

The Consultant shall (i) take out and maintain, and cause any sub-consultant to take out and maintain, at its own cost (or that of the sub-consultant's, as the case may be) but on terms and conditions approved by the JTMT, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions of Contract; and (ii) at the JTMT's request, provide JTMT with documentation showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid. JTMT shall not require an insurance policy unreasonably exceeding the coverage used in projects similar to the Project.

9. Assignment of Rights

9.1. The Consultant hereby undertakes not to assign this Agreement or any part of it, and not to transfer to any third party whatsoever any right and/or obligation arising from this Agreement without specific advance written approval from JTMT. The granting of such approval shall not release the Consultant from any of its obligations and/or responsibilities in accordance with all Laws and Regulations and/or in accordance with this Agreement.

9.2. JTMT shall be entitled to assign transfer or pledge its rights and obligations under this Agreement, in whole or in part, to a third party, without requiring the agreement of the Consultant.

10. Relations between the Parties

10.1. The Consultant shall be considered an independent contractor in its relations with JTMT. The right of JTMT to instruct, supervise or otherwise direct the Consultant and/or its employees and/or those it engages in the implementation of this Agreement shall not be construed as establishing a relation of employer and employee or of principal and agent between JTMT and the Consultant.

- 10.2. For the removal of any doubt the Parties declare that neither the Consultant nor its employees nor those engaged by it in the implementation of this Agreement shall have any rights as employees of JTMT, and accordingly shall not be entitled to any of the rights accruing to JTMT employees, nor to any compensation and/or benefits of any kind in connection with the performance of this Agreement and/or its cancellation or termination and/or the termination of the performance of the work, for any reason.
- 10.3. JTMT shall not pay any amount in lieu of National Insurance, parallel tax, or any other employee rights with regard to the Consultant's Personnel. Where under any Laws and Regulations there exists a duty to deduct amounts from the salaries of the Consultant's Personnel, this shall be done by the Consultant and at its sole expense.
- 10.4. The Consultant undertakes that the employment of its employees shall be in accordance with the provisions of all Laws and Regulations and that it shall act in accordance with Israeli Labour Law.
 - 10.4.1. In the event the Consultant is in breach of one or more of the provisions of the Law for the Increased Enforcement of Labour Law – 5772-2011, JTMT shall be entitled to send the Consultant notice of the fact that it is required to act immediately to correct such breach.
 - 10.4.2. In the event JTMT sends the Consultant such notice, it shall correct the breach within a reasonable space of time.
 - 10.4.3. Where the Consultant fails to correct the breach within a reasonable space of time, JTMT shall be entitled to cancel the Agreement forthwith, and the Consultant shall not be entitled to demand any compensation of any kind for the cancellation of the Agreement.
- 10.5. Where a claim is filed against JTMT by any of the Consultant's Personnel, including where JTMT receives a final demand prior to the filing of such a claim, the Consultant undertakes to indemnify JTMT for any amount which may be required this in light of the fact that this Agreement covers the entire remuneration to which the Consultant may be entitled. JTMT shall inform the Consultant of such demand and/or claim at the first opportunity and shall give the Consultant reasonable opportunity to defend against such demand or claim. Without derogating from the foregoing –
 - 10.5.1. It is hereby agreed between the Parties that, in any event that a claim is made against JTMT by any of the Consultant's Personnel, and to the extent JTMT shall requests, the Consultant shall agree to JTMT being joined as a defendant in such claim.
 - 10.5.2. Where JTMT is required in any court judgement in such case to pay an amount to one or more of the Consultant's Personnel, the Consultant undertakes to indemnify JTMT for the entire amount it was required to pay under the court judgement, together with reasonable legal costs.

11. Intellectual Property

- 11.1. It is hereby clarified that all materials collected and/or prepared by the Consultant

for JTMT in connection with its performance of the Services under this Agreement, including any written or unwritten product of its work in connection with the Project, including, without limitation, reports, programmes, drawings, analyses, planning ideas, and any other ideas, specifications, designs, and software (hereinafter “Project Material”), shall be the property of JTMT exclusively, and the Consultant shall have no intellectual property rights with respect to these other than the right to append its name to the products of its work. Likewise, JTMT will be entitled to require that the name of the procurer of the work and/or the body financing the work and/or JTMT and/or the Ministry of Transport and/or the Municipality of Jerusalem and/or the “Association for Urban Planning Development and Preservation – Jerusalem” shall appear on documents relating to its work on the Project.

- 11.2. It is hereby agreed that JTMT shall be entitled to make use of the Project Material, including, without limitation, to apply it in whatever manner it deems appropriate, or to amend it or transfer it to third parties for amendment, performance or for whatever other purpose. The Consultant shall not be entitled to make any claim in this regard. In particular, it shall not be entitled to claim that the amendments are to be performed by it and/or that the amendments detract from its copyright and/or from its moral rights in the Project Material.
- 11.3. The Consultant shall not be entitled to make any use of the materials (including software and the results of professional development) which have been prepared and paid for by JTMT. The Consultant shall not be entitled to sell or offer for sale to any of its clients any products which have been developed for JTMT.
- 11.4. The Consultant shall have no rights of lien with regard to the Project Material including any document relating to the performance of its work or which it obtained as part of the implementation of this Agreement. The aforementioned shall not derogate from the obligation of the Consultant to keep copies of all documents as required under all Laws and Regulations.
- 11.5. The intellectual property provisions in this Agreement shall continue to apply whether the Agreement is implemented in full, or whether the Agreement is annulled for whatever reason or its performance interrupted, whatever the cause of the annulment and/or interruption, and whatever the identity of the party in breach and/or the contributory negligence of the other party.
- 11.6. The parties hereby declare that the remuneration of the Consultant as stipulated in the Special Conditions represents ample consideration owed to the Consultant even taking into consideration the provisions of this Section 11.
- 11.7. Equipment and materials made available to the Consultant by JTMT, or purchased by the Consultant with funds provided by JTMT, shall be the property of JTMT exclusively, and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall make available to JTMT an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with JTMT's instructions.

12. Confidentiality

- 12.1. The Consultant undertakes to keep confidential and not to disclose, transfer, or

bring to the attention of any person or body, any information and/or data and/or programmes and/or software of any kind received or made known to it in whatever way, in connection with the performance of this Agreement or JTMT, and shall also see to it that its employees shall also observe such confidentiality, both during the term of this Agreement and also following the expiration thereof. Notwithstanding the foregoing, the disclosure of such information as directed in accordance with any Laws and Regulations shall not be considered a breach of the confidentiality undertaking under this Agreement, provided, however, that JTMT receives prior forewarning of such disclosure.

- 12.2. The Consultant shall not disclose or publish any information with regard to its work under the Project, including, without limitation, information regarding the results of its work or any details of such work, without the prior written consent of JTMT.
- 12.3. The Consultant undertakes not to use, whether directly or indirectly, outside its work for JTMT, any professional or commercial information or intellectual property which serves and/or will serve the Consultant in the performance of the Services. Any such use may be permitted only with the authorisation of the JTMT executive director.

13. Conflict of Interest

- 13.1. The Consultant hereby declares and undertakes that its execution and performance of this Agreement does not conflict with any of its other obligations and/or those of its Personnel towards third parties, and that neither it nor its Personnel will face a claim from any third parties with regard to the fulfilment of their obligations in accordance with this Agreement.
- 13.2. In the event of JTMT becoming aware that it faces such a claim as set forth above, JTMT shall be entitled to take whatever steps it considers necessary so as to ensure the efficient and swift progress of the Project, including, without limitation, by reaching a settlement with such third party after informing the Consultant of such claim and/or settlement. In this event, the Consultant shall fully indemnify JTMT for all costs and/or damages caused to JTMT arising from such settlement.
- 13.3. The Consultant and its Personnel undertake to refrain from any activity which may constitute a conflict of interest between the fulfilment of their duties under this Agreement and the fulfilment of any other duty of theirs and/or any corporation directly or indirectly controlled by them, or between the fulfilment of their duties under this Agreement and their private interests. The interest of JTMT and the Project shall supersede all other interests.
- 13.4. The Consultant and its Personnel agree to report to JTMT immediately regarding anything that may create a situation of conflict of interest or the risk of such. Such reporting shall take place at any time in the course of the performance of the Services under this Agreement, and immediately upon the Consultant becoming aware of such situation.
- 13.5. Throughout the period of this Agreement and for two (2) years after its termination for whatever reason, the Consultant, including its shareholders, managers and Personnel shall refrain from any activity which may constitute taking advantage of

a business opportunity to obtain a benefit for themselves and/or any corporations under their direct or indirect control, arising from its Services under this Agreement.

13.6. The Consultant hereby agrees and undertakes to accept no money or other consideration for anything relating to the performance of its Services under this Agreement, other than that to be received from JTMT and in accordance with the terms of this Agreement.

13.7. For the removal of any possible risk of conflict of interest and for the sake of good order, the Consultant and its Personnel shall declare all professional and business connections with any bodies directly or indirectly connected with the following bodies:

- (i) The Concessionaire of the Red Line of the LRT System of Jerusalem, CityPass Ltd;
- (ii) Any of the Concessionaire's shareholders;
- (iii) Any of the Concessionaire's sub-contractors;
- (iv) Any other organization or entity involved in the design, construction, testing and commissioning of the Red Line;
- (v) All entities participating in the pre-qualification process as part of the J-Net tender (including entities participating with any of such pre-qualification participants as shareholders, experience providers or major subcontractors of such participants).

[NOTE: A list of the entities participating in the J-Net pre-qualification process will be forwarded to all Bidders during the course of the (due diligence) Tender Process in accordance with the progress of the pre-qualification process. This list will be updated as relevant during the course of the J-Net tender process.

- (vi) The staff of JTMT and/or any of its consultants. In this regard, the Bidder shall include all existing and past contacts which it or any of its sub-consultants may have or have had;
- (vii) The General Consultant, Egis Rail (S.A.);

The Consultant's declaration shall be attached as an appendix to this Agreement. The Consultant shall set out in this appendix any relevant information, including with respect to the nature and duration of the connection.

13.8. All the Consultant's Personnel and/or its managers and/or its shareholders shall refrain from entering into any transaction, whether directly or indirectly with any of the aforementioned bodies or their representatives which may constitute a conflict of interest. The Consultant undertakes to update JTMT regarding any approach or possibility of such a transaction. It is hereby clarified that JTMT in this event shall be entitled to demand any further details, or append conditions to such transaction by the Consultant with said bodies. The Consultant shall be entitled to enter such a transaction only with the prior written approval of JTMT and subject to the directives of JTMT with regard to the terms and/or details of the transaction.

14. Termination and Annulment

- 14.1. JTMT may decide, at any time, and at its sole and exclusive discretion, to cancel the performance of the Services under this Agreement, or part thereof. Such cancellation shall take place by JTMT's representative giving the Consultant thirty (30) days advance written notice, and without need to provide any justification for its decision.
- 14.2. In the circumstances of a decision in accordance with Section 14.1 above, JTMT shall only pay the Consultant an amount out of the Remuneration as set forth in the Special Conditions of Contract relating to the work actually performed by the Consultant up to the date of the cancellation. In this event JTMT shall not be liable for any compensation, remuneration or other payment in connection with the cancellation of the Services or part thereof as relevant.
- 14.3. JTMT shall be entitled to demand the immediate cessation of the work of any person engaged by the Consultant in the implementation of this Agreement. Such demand may be for reasons of security, for professional reasons, or for any other reasonable cause.
- 14.4. Without derogating from the above, this Agreement shall be terminated immediately, and without JTMT having any obligation with respect to its contractual relations with the Consultant, in the event the Consultant becomes (or, where the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt, or enters into any agreement with any of its creditors for relief of debt, or takes advantage of any law for the benefit of debtors, or goes into liquidation or receivership whether compulsory or voluntary (and, in the event of a registered corporation, including, without limitation, in the event of a freezing order being issued against it). It is clarified that JTMT shall pay the Consultant for the work performed by it up to the date of the termination of the Agreement because of the insolvency of the Consultant. It is further clarified that JTMT reserves to itself the right to set off against such payment for any damage incurred by JTMT as a result of the sudden termination of the work because of the financial circumstances of the Consultant. The Consultant undertakes to bring to the immediate attention of JTMT any change in its legal circumstances as set forth in this Section 14.4.

15. Assistance of JTMT

JTMT shall use its best efforts to assist the Consultant to obtain those approvals and/or permits which may be necessary to enable the Consultant's personnel to perform the Services provided, provided however that JTMT shall bear no liability whatsoever if the Consultant does not succeed in obtaining any such approval and/or permit, nor shall the above be construed as permitting the Consultant to avoid complying with and satisfying the requirements of any Laws and Regulations.

16. Breaches and Remedies

- 16.1. In the event of a failure in the performance of the obligations of the Consultant under this Agreement, JTMT shall be entitled to require a remedy of such failure within seven (7) days of the occurrence of such breach. Where the Consultant

fails so to remedy such failure, it will be considered a material breach, and JTMT will be entitled to terminate this Agreement and, in addition, to any remedies to which it may be entitled under all Laws and Regulations and under this Agreement. Without derogating from the foregoing, JTMT shall be entitled to take action to correct the breach, whether by itself or by another acting on its behalf and to hold the Consultant liable for the full amount of any costs and/or damages incurred as a result.

- 16.2. Where the Consultant has breached one or more of its obligations under this Agreement, it shall be liable to pay JTMT compensation for damages and losses caused to JTMT as a result of such breach. Without derogating from the generality of the foregoing, JTMT in this event shall be entitled to obtain any other legal remedy against the Consultant, including, without limitation, a court preventive injunction, a court order, an ex parte interim injunction without need to deposit any bond.
- 16.3. For the removal of doubt, the omission or non-response by JTMT to such breach or non-performance of the Consultant's obligations under this Agreement shall not be construed as a waiver of its rights by JTMT pursuant to such breach, and the Consultant shall be prevented from claiming such waiver unless it receives a notice of waiver in writing from JTMT regarding such specific event or breach or specific provision in the Agreement. No waiver shall have any validity unless made out in writing and signed by a JTMT representative.

17. Right of Set off and Miscellaneous

- 17.1. JTMT shall be entitled to set off from any payment to the Consultant, any amount owed to JTMT, whether as payment, reimbursement, compensation or indemnification by the Consultant, whether in accordance with this Agreement or any other agreement and/or transaction between JTMT and the Consultant.
- 17.2. This Agreement exhausts all agreements between the Parties. There shall be no force or significance to any negotiations, declaration, representation, undertaking or agreement between the Parties made, if made, whether in writing or oral, whether explicit or implied, prior to the execution of this Agreement.
- 17.3. The behaviour of either of the Parties shall not be construed as a waiver of any of its rights, whether under this Agreement or any Laws or Regulations, and/or as a waiver or agreement on its part to accept the existence of any breach by the other or the non-performance of any of the terms of this Agreement, unless the waiver, agreement, postponement, modification, annulment or addendum are made explicitly and in writing.
- 17.4. No modification or change of any kind to this Agreement shall have any validity unless in a written document signed by the Parties to be attached to this Agreement. For the removal of all doubt it is hereby clarified that it shall not be possible to change any term of this Agreement by means of practice, behaviour and so forth.
- 17.5. Without derogating from the generality of the foregoing and further to Section 5.7 above, it is hereby clarified, and the Consultant hereby agrees that, throughout the duration of the Agreement JTMT may at its complete and sole discretion and

exclusive prerogative reduce the scope of the Services, in part or in full, and request the performance of only part of the Services at any time, and adjust the remuneration and payment accordingly.

- 17.6. The Consultant shall have no claim of any kind whatsoever against JTMT with respect to the exercise of its prerogative as set out in Section 17.5 above, including with respect to any damages, expenses or other relief.

18. Settlement of Disputes

18.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

18.2. Jurisdiction and Dispute Settlement

The competent court in Jerusalem shall have exclusive jurisdiction over any matter, including disputes, arising out of and/or in connection with the execution of this Agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have signed these General Conditions.

FOR AND ON BEHALF OF JTMT:

_____	_____
Mr. Zohar Zoler CEO, JTMT	Date

_____	_____
Mr. Eli Zitouk – Authorized Representative of the Association for Urban Planning, Development and Preservation – Jerusalem (R.A.)	Date

FOR AND ON BEHALF OF THE CONSULTANT:

_____	_____
Authorized Representative	Date

_____	_____
Company Stamp	Date

PART II: SPECIAL CONDITIONS of CONTRACT

1. Entire Agreement

- 1.1. These Special Conditions of Contract, hereinafter referred to as the "Special Conditions", define the provisions referred to in the corresponding Sections of the General Conditions of Contract, hereinafter referred to as the "General Conditions".
- 1.2. These Special Conditions supplement the General Conditions and together with the Appendices attached hereto form the entire Agreement and represent an integral part thereof.
- 1.3. All the provisions of the General Conditions shall apply except where specifically modified by the provisions of these Special Conditions.

2. Notices

2.1. Names of Authorised Representatives and Addresses for Delivery of Notices

- 2.1.1. The names of the authorised representatives of the Parties, their addresses for delivery of Notices by registered mail and their facsimile numbers are as follows:

- (i) JTMT:

Authorised Representative:

Mr Simcha Orenstein
Head of Engineering Unit, and/or anyone appointed by him for such purpose.

Address:

Jerusalem Transportation Masterplan Team,
Post Office Box Number 28034
First Floor, 97 Jaffa Street,
91280 Jerusalem
ISRAEL

Facsimile: +972 2-6221063

- (ii) The Consultant:

Authorised Representative and point of contact:

Address:

Facsimile:

- 2.1.2. Any action required or permitted to be performed, and any document required or permitted to be executed under this Agreement by JTMT or the Consultant, may be performed or executed by the Parties aforesaid authorised

representatives.

3. Change of Address

In case of change of address for receipt of Notices from that set out in the Preamble to this Agreement, the relevant party is required to notify the other party of such change in writing no less than one (1) month prior to the effective address change date, indicating the new address. The provisions of Section 4.1 of the General Conditions shall apply to the new address.

4. Location for performance of the Services

4.1. With reference to Section 4.2 of the General Conditions, the addresses of the locations for performance of the majority of the Services are at JTMT's offices and the Consultant's offices (as detailed above) and any other location as may be required.

4.2. In addition to the aforesaid, the Services may be performed at additional locations as detailed in Appendix A attached hereto or as previously approved in writing by JTMT.

5. Document Management System

5.1. Further to Section 5.12 of the General Conditions of Contract, the Consultant shall use JTMT's document management system, current the Mezzoteam software, as a document exchange and communication tool.

5.2. In keeping with the above, the Consultant shall ensure that:

5.2.1. all electronic submissions and/or any material of any kind furnished to JTMT are in a format compatible with the Mezzoteam software.

5.2.2. all documents uploaded to Mezzoteam are also stored externally and made available, at any time, to JTMT.

5.3. Without derogating from the above and for the sake of clarity, the Consultant shall also ensure that all deliverables (electronic and/or hard copy) accord with the contractual submission provisions detailed in the Agreement.

6. Effectiveness, Commencement and Completion of Agreement

6.1. Effectiveness of Agreement

This Agreement shall come into force and effect upon the signing thereof by the Parties.

6.2. Commencement of Services

6.2.1. The Consultant shall commence performance of the Services immediately following the signing of this Agreement in accordance with the schedule for performance of the Services as more fully detailed in Section 9 below.

6.2.2. Without derogating from the generality of the above, the Consultant shall complete the mobilization of its personnel for performance of the Services by no later than twenty one (21) days from the signing of this Agreement.

6.3. Completion of Contract

Unless terminated earlier pursuant to the provisions of this Agreement, this Agreement shall come to an end after JTMT confirms in writing that the Services rendered by the Consultant have met its approval and have been completed to its full satisfaction.

7. The Services

7.1. The scope of work of the Services to be provided by the Consultant under this Agreement, including the required deliverables and the schedule for the performance thereof are set out in detail in the Request for Proposal and Terms of Reference, the clarifications thereto, all attached hereto as appendices to this Agreement (hereinafter: “the **Services**”).

7.2. Without derogating from the aforesaid, the Services to be provided by the Consultant under this Agreement and its Appendices, consist of, inter alia, the provision of the due diligence and consultancy services and the optional assignment (should JTMT decide at its sole and exclusive prerogative to implement such optional assignment, in full or in part or not at all) and all related and/or derived tasks and/or ancillary services as set out below.

8. Deliverables

8.1. The Consultant shall submit to JTMT all the deliverables detailed in Appendix A attached hereto and its annexes in accordance with the time frame set forth therein for submission of such deliverables.

8.2. Further to the provisions of the General Conditions, the overall responsibility for the provision of the Services shall rest upon and be solely borne by the Consultant.

8.3. In the event of failure in the performance of the obligations of the Consultant under this Agreement, including with respect to all matters set out in the Invitation to Bidders (TOR) and its own proposal attached hereto respectively as Appendix A and Appendix C, the Consultant shall pay JTMT compensation for any loss or damage incurred as a result of such failure all without derogating from:

8.3.1. any other remedies and/or course of action to which JTMT may be entitled under all Laws and Regulations and under this Agreement; or

8.3.2. the Consultant’s obligation to take any action and/or measures to ensure the successful performance of the Services in their entirety at its sole expense without entitlement for compensation and/or reimbursement as a result thereof.

8.4. Subject to the provisions of Section 14 of the Special Conditions as detailed below, the Consultant shall not perform any Services not included under this Agreement without prior receipt of JTMT’s explicit written instruction to this effect, signed by both JTMT’s authorized representative for this Agreement and JTMT’s CFO.

9. Schedule for performance of the Services

- 9.1. Unless otherwise specified in this Agreement the Services shall be provided according to the schedule (as may be updated from time to time) for rendering the Services as detailed in Appendix A attached hereto and the deployment schedule included as part of the Consultant's Technical Proposal attached hereto as Appendix C.
- 9.2. In accordance with the above, the dates for the completion of any stage of the Services may be altered, including as a result of the progress of the statutory process and the Consultant shall not be entitled to any additional remuneration in this regard. The Consultant's responsibility to provide full and continuing services to JTMT, in coordination with the Blue Line Consultant in all the relevant proceedings relating to the statutory process shall apply notwithstanding any change to the schedule.
- 9.3. Without derogating from the above, a general timetable for the completion the Services is set out below:

Timetable to be finalized prior to signature of Special Conditions of Contract

- 9.4. For the removal of doubt, the aforesaid shall not derogate in any way from:
 - 9.4.1. JTMT's sole prerogative to revise and/or update the schedule for performance of the Services for whatever reason, including instructing the Consultant to submit, at its sole expense, a revised and/or updated schedule for performance of the Services and/or optional assignments or derogate from the provisions of the GCC or any other right available to JTMT in accordance with the Agreement and all Laws and Regulations ; and
 - 9.4.2. the Consultant's obligation to:
 - (i) Perform the Services in accordance with the instructions received from JTMT's representative, including submitting a revised and/or updated schedule detailing the proposed revised work method and mitigation measures to be implemented by the Consultant, at its sole risk and expense, in order to minimise and avoid in each case, to the maximum extent possible, such delays and the consequences thereof and expedite and successfully complete the work on time.
 - (ii) Performing the Services, including implementing the revised work method following JTMT's approval thereof at its sole risk and expense, in accordance with such revised and/or updated schedule.
 - (iii) Update JTMT in writing immediately upon becoming aware of any actual and/or expected events and/or circumstances which may delay the performance of the Services and/or require a revising and/or update of the schedule. Such update shall include a detailed account of the delaying events and/or circumstances and the anticipated subsequent effects thereof (including increase of costs), together with the proposed updates to the work schedule and required methods of work and mitigation measures to be implemented by the Consultant, at its sole risk and expense, to ensure in order to minimise and avoid in each case, to the maximum extent possible, such delays and the

consequences thereof and expediting the successful completion of the Services by no later than the new proposed completion date.

- 9.5. It is clarified that in the event that delays occur in the performance of the Services and such delays are not directly attributed to and/or not caused by any act and/or omission of the Consultant and/or any of its sub-contractors, employees, personnel and/or affiliates, then and only then, the Consultant shall not be required to incur additional outlays beyond those included under its contractual obligations in connection with the aforesaid.

10. Remuneration

10.1. General

10.1.1. The currencies of payment shall be the Euro (€) and the New Israeli Shekel (NIS).

10.1.2. JTMT may withhold from payment such portion of an invoice that is not satisfactorily supported or that JTMT disputes the Consultant's right to receive payment with respect thereto. Should any discrepancy be found to exist between payment already effected and costs authorized to be incurred by the Consultant, JTMT may add or subtract the difference from any subsequent payments.

10.1.3. In consideration for the provision of the Services and fulfilment of all its obligations under this Agreement, the Consultant shall receive payment in accordance with the various work packages and the rates specified in Appendix B attached hereto, and as further detailed below.

10.1.4. The pricing of any item, component or service contained in the Consultant's Financial Proposal attached hereto as Appendix D and as detailed below, shall be deemed to constitute full, total and complete consideration with respect to such component, item, or service, including with respect to the provision of all ancillary activities such as, without limitation, the supply, delivery and installation of the item, or component, or service, and the payments of all duties, taxes, and other levies with the exception of Israeli VAT.

10.2. Payment for Lump Sum Tasks

10.2.1. Payment for the Services to be provided by the Consultant under this Section shall be designated as Lump Sum Tasks.

10.2.2. For the removal of doubt, payment for the Services shall be made only after JTMT issues a written approval confirming that the Services and/or any part thereof rendered by the Consultant including with respect to the quality of deliverables submitted in the form of reports and/or other materials were performed to its full satisfaction.

10.3. Payment for Due Diligence and Consultancy Services

For the successful completion of the Basic Assignment to JTMT's full satisfaction, the Consultant shall be entitled to receive payment up to a total aggregate amount

which shall not exceed € _____ (Euro) and NIS _____ (New Israeli Shekels) in accordance with the various work packages further detailed in Appendix B attached hereto.

10.4. The Optional Assignment

10.4.1. In the event that JTMT requests the Consultant to perform the optional assignments, or any part thereof, then following the successful completion thereof to JTMT's full satisfaction, the Consultant shall be entitled to receive payment up to the total aggregate amounts as further detailed in Appendix B attached hereto.

Section to be completed prior to execution of Special Conditions of Contract

10.5. Travel and Accommodation

The amounts specified above are all inclusive including with regard to travel, accommodation in Israel, and Per Diem, as such the Consultant shall be entitled to receive any additional and/or further amounts to the remuneration detailed above. The Consultant shall have no recourse or claim whatsoever against JTMT with respect to the aforesaid.

10.6. Total Fee for the Agreement

10.6.1. The total fee for the Agreement including Travel and Accommodations shall not exceed _____ Euros (€ _____) and _____ New Israeli Shekels (NIS _____), all as set forth in Appendix B attached hereto.

10.6.2. The aforementioned amounts are exclusive of VAT. VAT shall be added, upon payment, by JTMT, in accordance with all Laws and Regulations.

11. Payment Milestones

11.1. All payments shall be made in accordance with the de facto progress of the performance of the Services subject to the approval of JTMT and in accordance with the contractual provisions.

11.2. Without derogating from the above, the payment milestones divided according to the main (due diligence and consultancy) assignment and the optional assignments are detailed below:

To be completed prior to execution of Special Conditions

12. Indexation

12.1. Where the Services extend beyond the schedule for performance of the Services defined in Section 9 above, due to an event which is beyond the control of the Consultant and which prevents the Consultant from completing the Services, and for this reason alone, the instalments payable thereafter shall be adjusted in accordance with:

12.1.1. with regard to the local currency – the Israeli consumer price index (also known as the cost of living index) which includes fruit and vegetables and which is published by the Central Bureau of Statistics;

12.1.2. with regard to amounts stated in EUR – the European Central Bank's Harmonized Index of Consumer Prices (HICP), both the above indices shall be linked to the index known on the submission date of the Consultant's Financial Proposal attached hereto as Appendix D, dated _____.

13. Adjustment of Payments

13.1. In the event of any occurrence that suspends the performance of the Services for whatever reason, then payments for the Services shall be postponed until resumption of the Services and following JTMT's approval to this effect.

13.2. Without derogating from the above, should the progress of the work under this Agreement extend beyond the periods mentioned in the schedule for the performance of the Services, except for extensions due to delays in the performance of the Services caused by any act and/or omission of the Consultant and/or anyone acting on its behalf, then the instalments payable thereafter shall be adjusted in accordance with the price escalation provisions of the Agreement. In this event the Consultant shall not be entitled to any additional and/or further payment beyond that stated therein.

14. Modification of the Scope of Services

14.1. Further to Sections 17.5 and 17.6 of the General Conditions of Contract, modification of the scope of the Services provided by the Consultant under this Agreement and/or the performance of Services not included under this Agreement, may only be made following the receipt of JTMT's prior written approval thereof.

14.2. Without derogating from the aforesaid, the Consultant shall be required to carry out all instructions issued by JTMT. The Consultant shall not be entitled to any additional remuneration for complying with such instructions except in the circumstances set forth below.

14.3. The Consultant hereby undertakes to notify JTMT in writing immediately upon receipt of an instruction, written or orally, which it believes is not covered and/or is not part of the scope of the Services included under this Agreement and which should therefore entitle it to further compensation.

14.4. Such written notification shall specify in detail:

14.4.1. the content of such instruction and the reasons why, in its view, such instruction is not covered and/or is not part of the Consultant's scope of Services set forth in the Agreement;

14.4.2. Its best and most up to date estimation of all the implications (bill of quantities, cost, time implications, man hours, other) arising from the implementation of such instruction. Such estimation shall be based on the rates detailed below, and in the absence of any such rate, the estimation shall be

priced proportionately in accordance with similar services required under the Agreement.

- 14.5. The Consultant's above written notification shall be sent immediately upon receipt of the instruction from JTMT and in any event no later than within 10 days of receipt of the instruction and in any event prior to performing such instruction whichever is the earlier.
- 14.6. Where JTMT agrees that the performance of the instruction is not part of the scope of the Services included under this Agreement, the Parties shall negotiate in good faith the remuneration for the carrying out of such instruction in accordance with the provisions of Section 14.8 below. Where, notwithstanding the Consultant's written notification, JTMT considers that the carrying out of the instruction forms part of the scope of work under this Agreement, the Consultant shall be obliged to carry out the instruction and shall pursue its claim for additional compensation in accordance with the dispute resolution provisions of the Agreement.
- 14.7. Failure of the Consultant to provide JTMT with such detailed written notification in the above timeframe shall result in such instruction being considered to be part of the Consultant's obligations and scope of services under this Agreement which it is required to perform without entitlement to any additional payment and which has no implications with respect to cost or time.

15. Appointment and Removal of the Consultant's Personnel

- 15.1. The Consultant shall employ, or otherwise provide, such qualified and experienced Personnel as required to perform the Services in accordance with the minimum professional qualification prerequisites and mandatory requirements set forth in the Request for Proposals attached hereto as Appendix A and as detailed in its proposal attached hereto as Appendix C.
- 15.2. Except as JTMT may otherwise agree in writing, no changes shall be made in the Consultant's personnel with particular attention to the key personnel scored in accordance with the evaluation criteria annex detailed in Annex C to the RFP attached hereto as Appendix A.
- 15.3. The Consultant hereby declares that all Personnel and/or sub-consultants acting on its behalf in performing the Services are qualified and experienced and possess the required professional skills and know how to perform the Services.
- 15.4. Replacement of the personnel detailed in Section 15.2 above without prior notification and receipt of JTMT's written approval for such replacement, shall be considered a material breach of this Agreement entitling JTMT to €10,000 (ten thousand Euro) in Liquidated Damages in addition to terminating the Agreement subject to the provisions of the General Conditions, and in addition to any remedies to which JTMT may be entitled under all Laws and Regulations.
- 15.5. Without derogating from the above, if JTMT shall have reasonable cause to be dissatisfied with the performance of the Consultant's Personnel for any reason, then the Consultant, at JTMT's written request, shall provide as a replacement a

person with equivalent or better qualifications within 45 days of such written request, subject to JTMT's approval. JTMT shall not bear any additional expense arising from the removal and/or replacement of personnel. The consequences to the performance of the Services, including delays or other damages (monetary or other), related to such replacement of personnel shall be solely borne by the Consultant without derogating from any remedies to which JTMT may be entitled under all Laws and Regulations.

15.6. It is clarified that JTMT's refusal to approve any or all of the Consultant's proposed candidates for the replacement of personnel shall not be deemed unreasonable.

15.7. In addition to the above, and except as JTMT may otherwise agree:

15.7.1. The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

15.7.2. The remuneration to be paid for any of the personnel provided as a replacement shall not exceed the remuneration which would have been payable for the personnel replaced.

16. Liability and Indemnification

16.1. Further to Section 8 of the General Conditions of Contract, the Consultant shall adhere to the provisions of the Agreement and its declarations regarding its liability, indemnification and insurance obligations which shall solely apply to the provisions of the Services under the Agreement.

16.2. The Consultant shall be solely liable for payment for the indemnification of any damages, losses, expenses or compensation or any other payment of any kind whatsoever owed by the Consultant, in accordance with all Laws and Regulations up to and including the total amount of the remuneration for the Consultant under the Project, to JTMT and/or any body connected with the procurement of the Project and/or the employees of such body and/or other any third party. In addition, the Consultant shall, compensate and indemnify JTMT for all damages and/or expenses and/or payments and/or losses of any kind up to and including the above amount resulting from any claim or lawsuit submitted against it by any third party in connection with the performance of the Services and/or the results of such performance. JTMT shall duly inform the Consultant of the filing of any such claim or lawsuit and will enable it to participate in any dispute settlement negotiations and/or to undertake the defense of the lawsuit at its expense.

16.3. Without derogating from the aforesaid, the Consultant, at its own expense, shall indemnify, protect and defend JTMT, its agents and employees, from and against all actions, claims, losses or damages arising out of the Consultant's performance of the Services and any other and/or additional services related thereto required for the performance of the Services and implementation of this Agreement. With respect to the above, it is hereby clarified that subject to the cross liability clause included in the Consultant's insurance policies, the Consultant's insurance policies shall be extended to indemnify JTMT, the State of Israel, the Ministry of Transport and the JPTA for any liability and/or claim that may devolve upon said bodies due to an act or omission of the Consultant arising from the performance of the Services as further detailed in Section 17 below.

16.4. It is hereby clarified that consequential and/or indirect damages are excluded from the Consultant's liability under this Agreement.

16.5. Notwithstanding any of the foregoing, the liability of the Consultant for damage arising from impairment of life, physical injury and impairment of health and/or damages arising from the Consultant's willful negligence or intentional wrongdoing and / or Fiduciary duty and / or breach of the duty of confidentiality and / or copyright and / or intellectual property and/or damage to any third party shall not be affected by the limitation of liability provisions detailed above. Moreover, for the removal of any doubt, nothing in the foregoing shall be construed as derogating from the Consultant's insurance obligations under the Agreement and/or in accordance with all Laws and Regulations.

17. Insurance [Note: insurance amounts to be finalized prior to execution of Special Conditions]

17.1. Insurance to be taken out by the Consultant

Further to the provisions of Section 8.6 of the General Conditions of Contract, the Consultant shall (i) take out and maintain, and cause any sub-consultant to take out and maintain, at its own cost (or that of the sub-consultant's, as the case may be) but on terms and conditions approved by JTMT, insurance against the risks, and for the coverages, as set out herein-below; and (ii) at JTMT's request, provide JTMT with documentation showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid. JTMT shall not require an insurance policy unreasonably exceeding the coverage used in projects similar to the Project.

17.2. Insurance Coverage

The insurance coverage shall be as follows:

17.2.1. **Professional liability insurance**, as is customary in assignments similar to the Consultant's assignment under this Agreement, with limits of liability of not less than ____ Euro (€_____) for any one event and in the annual aggregate.

The insurance shall also cover liability with respect to damages and/or losses arising from the following:

- (i) Employees Dishonesty - intended to insure against damages and/or losses due to false or fraudulent activities or omissions of an employee or group of employees of the Consultant and/or sub-consultant's and/or anyone acting on their behalf.
- (ii) Unintended violation of authority/Misuse of power - intended to insure against misuse (unintentional or in good faith and by action or omission) of the powers provided to the Consultant (including the sub-consultant's and/or anyone acting on their behalf) under the Agreement and/or pursuant to all Laws and Regulations.
- (iii) Loss of documentation and/or magnetic media.

The insurance shall include:

- a) an extended 'reporting and disclosure period' of 36 months; and
- b) A retroactive date - as from the date of signing this Agreement.

17.2.2. **Employer's liability and workers' compensation insurance** in respect of the Personnel of the Consultant, in accordance with the relevant provisions of the Laws and Regulations, as well as, with respect to such Personnel, any life, health, accident, travel or other insurance as may be appropriate and in any event with limits of liability of not less than _____ Euros (€_____) for any one event and in the annual aggregate; and

17.2.3. **Third Party Liability insurance** with limits of liability of not less than _____ Euros (€_____) for any one event and in the annual aggregate.

17.3. Period of Insurance

The period of insurance of the above policies shall be twelve (12) months, shall be valid at the signing date of the Agreement and shall be renewed annually as long as this Agreement is force and up to 3 years after the completion of the services. The Consultant will present certificates of insurance in respect of the insurance policies that it is required to maintain under this Section 17 within ten (10) days of the execution of this Agreement and/or since the beginning of services (upon the earlier).

17.4. Insured Parties and Insurance Provisions

17.4.1. The insured parties to all the aforementioned policies shall be as follows:

- (i) The Consultant, the Consultant's Personnel and/or employees, and the Consultant's sub-contractors;
- (ii) JTMT, the State of Israel, the Ministry of Transport shall be named as the insured parties without losing its status as third parties, and for claims arising from the works performed by _____ (the Consultant)

17.4.2. The afore-mentioned Insurance Policies shall also include provisions as follows:

- (i) A cross liability section.
- (ii) A waiver of subrogation in favor of the insured parties, subsidiaries and or shareholders of the above mentioned entities, directors and officers and other employees of the above mention entities.
- (iii) The insurance policies are "primary insurance" to the policies held by JTMT.

17.4.3. Insurance policies may not be terminated and/or their terms adversely modified, whether by the Consultants and/or by the insurance company, except, in both cases, with the prior written approval of JTMT and following a written request by the Consultant to JTMT, by registered mail, no later than 60 days prior to the requested termination and/or modification date.

IN WITNESS WHEREOF, the Parties hereto have signed these Special Conditions.

FOR AND ON BEHALF OF JTMT:

Mr. Zohar Zoler
CEO, JTMT

Date

Mr. Eli Zitouk – Authorized Representative
of the Association for Urban Planning,
Development and Preservation – Jerusalem (R.A.)

Date

FOR AND ON BEHALF OF THE CONSULTANT

By:

Authorized Representative

DATE: _____

COMPANY STAMP: _____

DATE: _____

ANNEX E

MANDATORY REQUIREMENTS FOR PROPOSED PERSONNEL

1. Key Personnel

The following Key Personnel will form the main part of the Consultant's team to conduct the due diligence review, both in Israel and overseas:

1.1. Project Manager

The proposed Project manager shall have the following qualifications and experience along with experience in project management:

He/she shall be an engineer with at least 10 years' experience in the field of LRT systems in at least one of the following:

- a. Design or construction or operation and maintenance or supervision and control of LRT systems; or
- b. Experience of project management in at least one (1) of the following areas in at least two (2) projects in the field of LRTs:
 - i) Supervision
 - ii) Evaluation
 - iii) Systems/sub-systems; or
- c. Management of a project similar to the Services required in the present Project.

1.2. Operation Expert

An engineer with at least 10 years work experience in the operation of LRTs.

1.3. Maintenance Expert

An engineer with at least 10 years work experience in the field of LRT maintenance.

1.4. Rolling Stock Expert

An engineer with at least 10 years work experience in the field of LRT rolling stock.

1.5. Systems Expert

An engineer with at least 10 years work experience in the field of LRT systems and sub-systems.

1.6. Electricity Expert

An engineer with at least 10 years work experience in the field of power supply and LRT electrical systems, including LRT substations and catenary systems.

1.7. Infrastructure Expert

An engineer with at least 10 years work experience in the field of LRT infrastructure.

Please note with regard to the mandatory Key Personnel fields:

- a. One person may be proposed to perform more than one of the above fields.**
- b. More than one person may be proposed to perform any one of the above fields.**

2. Consultant's Extended Team

For the purpose of dispensing the Services entailed in this Tender, the Consultant shall, in addition to the above, be capable of calling upon the services from time to time, as necessary, of dedicated LRT specialists in each of the following fields:

- 2.1. Civil engineering;
- 2.2. Operations and maintenance;
- 2.3. Sustainability;
- 2.4. AVL system;
- 2.5. Rolling stock;
- 2.6. Operation control center;
- 2.7. Operation plans;
- 2.8. Communications;
- 2.9. Rolling stock (including, production, and operation and maintenance);
- 2.10. Fare collection;
- 2.11. Human factors;
- 2.12. Train signalling;
- 2.13. Traffic signalling;
- 2.14. LRT line integration;
- 2.15. Track work system;
- 2.16. Quality assurance and quality control;
- 2.17. Depot;

2.18. Stations;

2.19. Energy systems;

2.20. RAMS.

NOTE: While some of these fields overlap with the fields for Key Personnel outlined in Section 1 above, Bidders shall provide CV's of all the above dedicated specialists even where these do not overlap with those of the Key Personnel.

3. Personnel and Methodology

In presenting their Personnel, including Key Personnel, Bidders shall set out the proposed hours to be worked for each field (both in Israel and abroad) and the resources to be allocated to each.