

January 28, 2024
#2189610

To:

Potential Bidders

**Tender No. 112/2023 for the Operation of the Tel Aviv Metropolitan LRT Green Line and
Purple Line**

Addendum No. 10

1. Pursuant to the Invitation to Bid issued on May 31st, 2023 (the "ITB") and in accordance with the provisions thereof, the potential Bidders are hereby informed of the current Addendum to the ITB.
2. The attention of all potential Bidders is drawn to the clarifications, set forth in the table detailed in **Annex A** attached to this Addendum.
3. All capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Tender Documents. Any capitalized words, terms, phrases or abbreviations used or defined specifically in any clause, section, paragraph or article of this document shall have the meaning set forth therein.
4. In the event of any discrepancy, ambiguity or contradiction between any information contained in this Addendum and the requirements of the Tender Documents, including the Invitation to Bid, the provisions of this Addendum shall prevail.
5. This Addendum shall be signed and attached to the Bid, in accordance with the provisions of the ITB, inter alia, Clause 6.8 (Addenda) and Clause 8 (Content of the Bid) thereto.
6. The issuance of this Addendum does not derogate from any of NTA's or the Tender Committee's rights and prerogatives under the Tender Documents or the Law.

NTA – Metropolitan Mass Transit System

Participating Entity Signature

Participating Entity Signature

Participating Entity Signature

Participating Entity Signature

Participating Entity Signature

Bidder Signature



Annex A

Clarifications

Item No.	Q/A	Questions and Answers	Section
1.	Q	Please provide a detailed information regarding the responsibilities and duties of the Station Master.	General
	A	Please refer to the provisions of Volume 3 , <i>inter – alia</i> , Part IV, Chapter 1 (<i>Operation Requirements</i>).	
2.	Q	Please clarify the correlation between the Operation Service Schemes and the Passenger demand, as set out in the Agreement.	General
	A	The Operation Service Scheme is based, <i>inter alia</i> , upon the anticipated passenger demand per direction.	
3.	Q	The Tender Committee is kindly requested to clarify who may use the Welfare Facilities.	General
	A	Please refer to Clause 8.8.7 of Volume 3, Part IV, Chapter 1 (<i>Operation Requirements</i>).	

Clarifications

Item No.	Q/A	Questions and Answers	Section
4.	Q	Please specify about the "offices for trainers and department management", "training and conference rooms" and "training rooms with simulator for drivers".	General
	A	Please refer to <i>inter – alia</i> , Volume 4 , Purple Line under cover page “Depot and OCC layout”.	
5.	Q	1. Please clarify whether the equipment (including hardware and software) provided by the Project Company will also be maintained by it for the duration of the agreement. 2. Please clarify if the maintenance of such equipment, includes licensing, air-time, etc’.	General
	A	1. Confirmed, subject to the provision of the Agreement (as ascribed in Clause 3.1 to the Agreement) (including the Agreement, Volumes 3 and 4). 2. Denied. Unless explicitly stated otherwise in the Agreement (as ascribed in Clause 3.1 to the Agreement) (including Volume 3 and 4), the operational costs (such as 3rd party licenses and air-time, calibrations of the tachographs by certify laboratory pursuant to the Railways Ordinance (New Version), 5732-1972 and its regulations, etc.), shall be borne by the Operator.	
6.	Q	The Tender Committee is kindly requested to amend Clauses 2.2.1 to the ITB, in a manner that a Member is allowed to be a partnership.	Clause 2.2 to the ITB

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	1. Clause 2.2 of the ITB shall be updated by replacing the current wording with the following: 2.2.1 Members of a Bidder shall mean each of the Entities committed to hold Anticipated Holdings in the Operator, as detailed in Tender Form 7 (Participating Entity Information) and which: 2.2.1.1 Is not an unregistered partnership or a joint venture; 2.2.1.2 Complies with the requirements detailed in Clause 2.8 (<i>Participation – General Requirements</i>) and the applicable Threshold Requirements.	
7.	Q	The Tender Committee is requested to amend Clause 4.2.3 of the ITB so it shall enable reliance on referenced projects of Relying Entities for the purpose of demonstrating the Professional Threshold Requirements under Clause 3.2.2 of the ITB as well.	Clauses 3.2.2 and 4.2.3 of the ITB
	A	1. Clause 4.2.3 of the ITB shall be updated by replacing the current wording with the following: Relying on a Referenced Project which was executed by an Entity Held by the Experienced Operator For the purpose of demonstrating compliance with the Professional Threshold Requirements specified in Clause 3.2.1 and/or 3.2.2 above, the Experienced Operator and/or the Experienced Public Transportation Operator are allowed to present and rely on a referenced project which was executed by one of the following Entities, in accordance with the provision of Clauses 4.2.3.1 to 4.2.3.4 below. The Experienced Operator is allowed to demonstrate such compliance in accordance with Clause 4.2.3.5. (in this Clause 4.2.3, an Experienced Operator or Experienced Public Transportation Operator relying on a referenced project which was executed by another Entity shall be referred to as a “Relying Entity”).	

Clarifications

Item No.	Q/A	Questions and Answers	Section
		2. Tender Form 11 (<i>Public Transportation Operating Experience</i>) shall be amended, updated and published in due course and replace the current form.	
8.	Q	The Tender Committee is kindly requested to allow potential Bidders to voluntarily present the Experienced Operator for a pre-ruling process.	Clause 4.2 to the ITB
	A	Denied.	
9.	Q	The Tender Committee is kindly requested to amend Clause 4.2.2 to the ITB in a manner that the Experienced Operator shall be allowed to engage with the Operator through a subcontractor which is a newly incorporated entity (" NewCo "), provided that the Operating Experience Provider holds at least 51% of such NewCo.	Clause 4.2.2.2 to the ITB
	A	1. Clause 4.2.2.2 of the ITB, shall be updated by replacing the current wording with the following: The Entity which demonstrated compliance with the Threshold Requirements specified in Clause 3.2.1 above (<i>Operating Experience</i>) within Tender Form 10 (<i>Operating Experience</i>) shall be required to carry out certain obligations and responsibilities in accordance with Tender Form 9 (<i>Experienced Operator Which is not a Member Undertaking</i>) and under the Subcontractor Agreement, as the principles of which are set out in Attachment 1 to Tender Form 12 (<i>Principles of Engagement with the Experienced Operator and the Experienced Public Transportation Operator</i>), either by	

Clarifications

Item No.	Q/A	Questions and Answers	Section			
		(i) itself; or (ii) by a subcontractor, provided that the Member with Anticipated Holdings of at least twenty five percent (25%) in the Operator, shall have anticipated holdings of at least fifty one percent (51%) of all means of Control in such subcontractor. 2. The following Clauses of Tender Form 12 (<i>Principles Of Engagement With The Experienced Operator and the Experienced Public Transportation Operator [Alternative B only]</i>) shall be updated by replacing the current wording with the following: a. Clause 2: The Experienced Operator or a new incorporated entity which the Experienced Operator holds anticipated holdings of at least 51% of all means Control of such new entity shall act as a subcontractor of the Operator and undertakes to sign a service agreement with the Operator in compliance with the applicable requirements of the Agreement and, at least, the principles detailed in Attachment 1 (<i>Principles for Operation Service Agreement</i>) to this Tender Form (hereinafter, the “Experienced Subcontractor” and "Subcontractor Agreement", respectively). b. Clause 3: We hereby undertake to submit the Subcontractor Agreement within thirty (30) days following the Signature Date of issuance of the Letter of Award, as a precondition for the Owner signing the Agreement, subject to Clause 12.3 to the ITB. 3. The following table shall be added after Clause 5 of Tender Form 12: <table><tr><td>Name and Country of Incorporation</td><td>Anticipated Holdings in the Experienced Subcontractor (%)</td><td>Telephone Number and Address</td></tr></table>	Name and Country of Incorporation	Anticipated Holdings in the Experienced Subcontractor (%)	Telephone Number and Address	
Name and Country of Incorporation	Anticipated Holdings in the Experienced Subcontractor (%)	Telephone Number and Address				

Clarifications

Item No.	Q/A	Questions and Answers			Section													
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		4. Under Attachment 1 To Tender Form 12, each term “Experienced Operator” shall be replaced with the term: “Experienced Operator or Experienced Subcontractor, as applicable”. 5. A new Clause 6.10 shall be added to the Agreement, as follows: The provisions of this Clause 6 shall apply, <i>mutatis – mutandis</i>, regarding the Experienced Subcontractor (as ascribed in Tender Form 12), if applicable.																
10.	Q	The Tender Committee is kindly requested to correct Clause 4.2.3.5 such that the Parent Company may hold 90% in the Relying Entity.			Clause 4.2.3 to the ITB													

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	1. Clause 4.2.3.5 of the ITB, shall be updated by replacing the current wording with the following: The Relying Entity is (i) operating an LRT or Metro Line during the Bid Submission Date; and (ii) 100 at least 90% of all its means of Control are directly held by an Entity (the "Parent Company"), which directly holds at least 90% of all means of Control in the Entity which executed the referenced project (the "Sister Company"). In the event the Bidder and/or Participating Entity is interested in participating in the Tender by applying the structure described in this Clause above, the following shall apply:... 2. Clauses 2.1 – 2.2 of Tender Form 10A (<i>Relying Entity and Parent Company Information and Undertakings [for alternative B only]</i>) shall be updated by replacing the current wording with the following: 2.1 The Parent Company is an Entity (as defined in Annex A to the ITB) which holds at least 90% of all Means of Control of the Sister Company (which executed the referenced project as described in Clause 4.2.3.5.2 of the ITB). 2.2 The Parent Company is an Entity (as defined in Annex A to the ITB) which holds at least 100 90% of all Means of Control of the Relying Entity (as defined in Clause 4.2.3.5.2 of the ITB).	
11.	Q	In order to avoid the Bidders inefficiently pricing added potential costs in case of a split of Successful Bidders between lines within their base Bid, the Tender Committee is kindly requested to either cancel the option to select two Successful Bidders or add a mechanism to price differently the Bid, in case two Successful Bidders are declared.	Clause 10.7.2 the ITB
	A	Denied. Please refer to Clause 10.7.2 of the ITB.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
12.	Q	The Tender Committee is requested to determine that any change made to the Agreement's Appendices pursuant to Clause 12.3.1 of the ITB, following Bid submission, will be subject to the Operator's rights and remedies under the Agreement, including under Clause 17 (Instructions and Change Orders), thereto.	Clause 12.3.1 to the ITB
	A	Denied, the wording shall remain unchanged.	
13.	Q	Due to Addendum No. 4, RFC No.4, please clarify what are the maximum number of pages of the Bidder's Technical Proposal: 1. as a whole; and 2. per Chapter.	Clause 4.1 to Annex c to the ITB (<i>Technical Evaluation Criteria (TEC) - Scoring Methodology</i>)
	A	1. One hundred (100) pages. Please refer to Clause 4.1 of Annex C to the ITB (<i>Technical Evaluation Criteria (TEC) - Scoring Methodology</i>). 2. No specific limitation per chapter, provided however that the total number of pages of the Bid in its entirety, in this regard, shall not exceed one hundred (100) pages.	
14.	Q	The Tender Committee is hereby requested to change the maximum number of points able to be awarded regarding past experience.	Annex C to the ITB (<i>Technical Evaluation</i>)

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	Clause 5.5 of Annex C to the ITB (<i>Technical Evaluation Criteria (TEC) - Scoring Methodology</i>), shall be updated by replacing the current wording with the following: "The Bidder shall demonstrate its ability to perform all Services and comply with all requirements of the Operation of the Green Line and the Purple Line, by presenting the experience of its Experienced Operator' Providers' experience in other projects with similar features and Operation requirements. For the purposes of demonstrating such experience, Bidders may rely on experience gained by an Entity held by the Experienced Operator Provider, or as part of a Joint Venture, in accordance with Clause 4.2.3 of the ITB (Relying on a Referenced Project which was executed by an Entity Held by the Experienced Operator Experience Provider) and 4.2.4 of the ITB (Relying on a Referenced Project which was executed as Part of a Joint Venture). For the avoidance of doubt, it is clarified that Bidders may submit the same projects they submitted in order to demonstrate compliance with the Threshold Requirements. 5.5.1. Past experience in Operation of LRT Networks: Each Bidder shall submit a table detailing its experience over the past ten (10) years during the period commencing on January 1st, 2014 and ending on the Bid Submission Date, in the operating LRT Networks which. The LRT Networks shall comply with the following: 5.5.1.1. Each LRT Network presented in the foregoing table has been in operation for a consecutive period of at least two (2) calendar years during the period detailed in Clause 05.5.1 above; 5.5.1.2 Each LRT Network presented in the foregoing table shall include no less than twenty (20) kilometers of in length, of double track Routes, where for the purpose of this clause, such Routes shall not include the Depot, stabling, shunting, viaduct, or	<i>Criteria (TEC)</i> - <i>Scoring Methodology</i> - Clause 5.5

Clarifications

Item No.	Q/A	Questions and Answers	Section
		pocket tracks; 5.5.1.3. Each LRT Network shall include Each LRT Network shall include at least one Depot, and one Operation Control Center; 1. 5.5.1.3. Include at least two Service Lines; 5.5.1.4 Each LRT Network shall Each LRT Network shall utilize either line of sight driving (LOSD) or an automatic train protection (ATP) signaling system (GoA 1). For the avoidance of doubt, the referenced networks LRT Networks should not be operated by an automatic train operation signaling system for the demonstrated period; 5.5.1.5. Cross at least ten (10) level junctions with road traffic. These level junctions should not be located within Depots, they should be signalized, and should include car movements; Each referenced LRT Network project presented in the foregoing table shall be accompanied, per item, by a certificate and accompanying documentation of successful operation by the client, contact details of the signatory of the aforementioned certificate, or his/her successor. 5.5.2 Past experience in the Operation of an LRT or Metro Network: Bidder shall submit a table detailing its experience during the period commencing on January 1st, 2014 and ending on the Bid Submission Date over the past ten (10) years, in operating of a Metro Network which complies with the followings: 5.5.2.1. Each Metro Network presented in the foregoing table has been in operation for a consecutive period of at least two (2) calendar years during the period detailed in Clause 05.5.2 above; 5.5.2.2 Each Metro Network presented in the foregoing table shall include Networks, which complies with the provisions 5.5.1 above; or	

Clarifications

Item No.	Q/A	Questions and Answers	Section
		5.5.2.2. A Metro Network shall comply with the following At least ten (10) kilometers in length, of Routes double track, where for the purpose of this clause, such Routes shall not include the Depot, stabling, shunting, viaduct, or pocket tracks; 5.5.2.3 Each Metro Network shall include at least one (1) underground section of not less than four (4) kilometers of the total Network length are alignment; 5.5.2.4 Each Metro Network shall include at least one Depot, and one Operation Control Center; 5.5.2.5 Each Metro Network shall utilize an automatic train protection (ATP) signaling system (GoA 1 or GoA 2); Each referenced Metro Network shall be accompanied, per item, by a certificate and accompanying documentation of successful operation by the client, contact details of the signatory of the aforementioned certificate, or his/her successor. 5.5.3. Allocation of Points – (up to thirty-five (35) Points) 5.5.3.1. For each demonstration of experience in a LRT or a Metro project, the Bidder shall be rewarded with up to 7 ten (10) Points. The Bidders can demonstrate experience in up to two three LRT projects and be rewarded with up to 14 30 Points. 5.5.3.2 For each demonstration of experience in Metro project, in addition to the demonstrations provided in Clause 5.5.2 above and not part of it, the Bidder shall be rewarded with up to 7 five (5) additional Points. The Bidders can demonstrate experience in one (1) Metro project. The Bidders can demonstrate experience in up to another three LRT projects and be rewarded with up to another 21 Points, for a total score of up to 35 Points. 5.5.2.2.4. Include at least two Service Lines; 5.5.2.2.5. Utilize an automatic train protection (ATP) signaling system (GoA 1 or GoA 2);	

Clarifications						
Item No.	Q/A	Questions and Answers				Section
		APPENDIX A: EVALUATION CRITERIA TABLE				

**Clarifications****Item No.****Q/A****Questions and Answers****Section**

Bidders shall identify a designated unit/department within the Organization Chart responsible for the Operation of the Green Line and the Purple Line. The Bidder shall also include in the Organization Chart the relevant personnel and responsibilities; Bidders shall detail the main personnel, main responsibilities and tasks of each function within the unit such as preparing and overseeing different plans relevant for the Operation of the Green Line and the Purple Line. Points will be allocated for identifying relevant functions and responsibilities

4

Bidders shall identify a designated unit/department within the Organization Chart responsible for rail safety; Bidders shall detail the main responsibilities and tasks of each function within the unit.

3

Bidders shall identify a designated unit/department within the Organization Chart responsible for PR and customer service; Bidders shall detail main responsibilities and tasks of each function within the unit.

3

Clarifications

Item No.	Q/A	Questions and Answers						Section
						Bidders shall identify a of Training unit/department within the Organization Chart; Bidders shall detail the main responsibilities and tasks of each function within the unit, and demonstrate the organizational approach to the training of the different positions.	3	
						Detailed organization chart, which supports the undertakings of the Operator as stipulated in Clause 5.1.1 above.	3	
						Training methodology and competency starting from recruitment through all stages	4	
						Main curriculum for the courses/ programs for the Drivers.	7	
						Main aspects of the courses/ programs for OCC personnel	5	
						Main curriculum for the courses/ programs for Station Masters	4	
						Main aspects of the courses/ programs for ticket Inspectors	3	
						Operator training and competency plan which supports the undertaking of the Operator as stipulated in sec. 5.2.2 above	3	
		5.2	Operator Training and Competency Plan	26%				

Clarifications

Item No.	Q/A	Questions and Answers						Section
			5.3	Rail Safety and PTO	10%	Rail Safety management plan in Compliance with EN 50126 and the Tender Documents	5	
						Plan for obtaining the Permit to Operate	5	
			5.4	PR and Customer Service – Past Experience	9%	Campaigns during Commercial Operation (as defined above in this Annex)	4 (1 per Campaign)	
						Customer service centers	5 (1 per center)	
			5.5	Past Experience-Substantiation of Ability to Perform	35%	Past Experience in the Operation of LRT or Metro Networks	14-30 (7-10 per project)	
						Past Experience in the Operation of Metro-LRT Networks	24-5 (7-5 per project)	
			Total		100%		100 points	

Clarifications

Item No.	Q/A	Questions and Answers	Section
15.	Q	The Tender Committee is kindly requested to clarify whether the Commercial Kilometers assumptions used in the Financial Model can be different than the Baseline Scheme Commercial Kilometers specified in Annex F of the ITB (<i>The Price Proposal - Submission Instructions</i>).	Clause 2.10.10 to Annex D to the ITB (The Financial Proposal)
	A	Denied. The Commercial Kilometers within the Financial Model shall be as stipulated in Clause 2.10.10 of Annex D to the ITB (<i>The Financial Proposal</i>).	
16.	Q	1. The Tender Committee is kindly requested to clarify whether the assumptions in this clause are the annual rate? 2. The Tender Committee is kindly requested to clarify whether the indices and exchange growth rates are also required to be assumed in the Financial Model?	Clause 2.10.15 to Annex D to the ITB (The Financial Proposal)
	A	1. Confirmed. 2. Denied. The indices and exchange growth rates are relevant to the Price Proposal only. Moreover, in accordance with Clause 2.10.15 of Annex D to ITB (<i>The Financial Proposal</i>) the Bidder is required to include its macro-economic assumptions used as part of its Financial Model.	
17.	Q	The Tender Committee is kindly requested to clarify whether the Financial Model is required to produce an Internal Rate of Return (IRR) in case where capital investment costs are negligible, compared to the overall cost of the operation.	Clause 2.11.1.2 to Annex D to the ITB (The

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	Confirmed, the Financial Model must include IRR, as a mandatory requirement.	<i>Financial Proposal</i>
18.	Q	- The Tender Committee is kindly requested to clarify whether the delay in the commencement of Commercial Operation in scenarios V11-V14 means a delay that occurs during Mobilization Phase 2 of a Line and extends the length of Mobilization Phase 2. - The Tender Committee is kindly requested to clarify whether the decrease in Commercial km in scenarios V15-V18 means that the Baseline Scheme Commercial Kilometers for that Line decreases at the Commencement of the Operation Phase.	Clause 2.13 to Annex D to the ITB (The Financial Proposal)
	A	- Confirmed. 10% and 20% decrease in the Baseline Scheme, starting from commencement of the Operation Phase per Line (Purple and Green) separately.	
19.		Attention is drawn to the following amendments by the Tender Committee to Tender Form 1 (Form of Bid Bond) which shall be updated by replacing the current wording with the wording detailed below: - This Bid Bond is effective as of the date hereof and will expire (irrespective of the return of this Bid Bond to us) on 17.04.2025 ("Expiry Date"). - Within seven ten (7 +0) days of the date on which your first written demand was received by us, we will pay you any amount required in your demand up to the Guaranteed Amount without you being required to substantiate your demand or to demand payment thereof	Tender Form 1 (Form of Bid Bond)

Clarifications

Item No.	Q/A	Questions and Answers	Section
		from the Bidder or the Requesting Party prior thereto and without set off or deduction and free of any fees or taxes, notwithstanding any claims or objections by the Bidder or the Requesting Party or ourselves or by any other party whatsoever.	
20.	Q	The Tender Committee is kindly requested to modify the seventh paragraph as follows: from “Within ten (10) days of the date on which your first written demand was received by us...” to “Within ten (10) days of the date on which your first written and purportedly signed demand was received by us...”	Tender Form 1 (<i>Form of Bid Bond</i>)
	A	Denied.	
21.		Attention is drawn to the following amendment by the Tender Committee in the signee part of Attachment 5 to Tender Form 7, which shall replace the current wording: Signed for and on behalf of NTA – Metropolitan Mass Transit Systems Limited _____	Attachment 5 To Tender Form 7



Clarifications

Item No.	Q/A	Questions and Answers	Section
		Name: Position: Signed for and on behalf of the Green Line Project Company _____ Name: Position: or Signed for and on behalf of the Purple Line Project Company _____ Name: Position:	
22.		Attention is drawn to the following amendment by the Tender Committee to Tender Form 10. The following wording shall be added after each term “<i>A Second tier Subsidiary</i>”: “(in which the Relying Entity Effectively holds at least fifty percent (50%) of all Means of Control)”	Tender Form 10 (<i>Operating Experience</i>)

Clarifications

Item No.	Q/A	Questions and Answers	Section
23.	Q	The Tender Committee is requested to remove the requirement that the Operation Manager will be jointly and severally liable to perform the tasks listed in Clause 3.	Tender Form 12 <i>Principles Of Engagement With The Experienced Operator and the Experienced Public Transportation Operator [alternative B only]</i>
	A	Denied.	
24.	Q	The Tender Committee is requested to clarify who are the parties to the Subcontractor Agreement.	Tender Form 12 <i>Principles Of Engagement With The Experienced Operator and the Experienced Public Transportation Operator</i>
	A	It is hereby clarified that the parties are: (i) the Operator and the (ii) the Experienced Provider or the Experienced Subcontractor (as ascribed in Tender Form 12).	

Clarifications

Item No.	Q/A	Questions and Answers	Section
			<i>[alternative B only]</i>
25.	Q	The Tender Committee is kindly requested to clarify the following: - Should the form's header include the Member's name as follows: "Re: Certification of the Financial Data of _____ [Member's name]" - There seems to be a typo in clause 4 regarding the reference to section 5 within the clause (should be referred to clause 2)	Tender Form 13 - A
	A	- The title of Tender Form 13 – A shall be updated as follows: <u>Re: Certification of the Financial Data of _____ [Insert Name of the Member or Guarantor]</u> - Clause 4 of Tender Form 13 – A shall be updated as follows: Starting on the signing date of the above-referenced Financial Statements and up to the date on which we are signing this declaration, no information on any substantive change for the worse in the business situation of the Entity, to the point of raising real doubts with respect to the continued existence of the Entity as a "Going Concern Notice" has come to our attention, including on the basis of the examinations as set forth in Section 5 2 above and of trial balances that were prepared for the Entity (if any trial balances were prepared during the referenced period of time).	

Clarifications

Item No.	Q/A	Questions and Answers	Section
26.	Q	The Tender Committee is kindly requested to delete the words "Good Industry Practice".	Clauses 4.1 and 10.2.1 to the Agreement
	A	Denied.	
27.	Q	The Tender Committee is kindly requested to delete the words "or exceed all such requirements".	Clause 4.2 to the Agreement
	A	Denied.	
28.	Q	The Tender Committee is requested to determine that the Operator will be entitled to payment of its Direct Costs in relation to the preparation of the Intermediate Operation plan.	Clause 4.3 to the Agreement
	A	Denied.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
29.	Q	The Tender Committee is requested to clarify that the necessary features include features that support the Intermediate Operation.	Clause 4.3.3 to the Agreement
	A	Clause 4.3.3 of the Agreement stipulates that an Option Notice can only be issued with respect to sections and/or segments of the Line that are at least 5km long and that all the necessary features that are necessary to ensure the proper and safe Operation of the LRT System along the specific section and/or segment of the Line included within any Option Notice are implemented and fully operational. The necessary features required as a minimum for the foregoing are detailed in said clause.	
30.	Q	1. The Tender Committee is requested to confirm that the Operator will not be held liable for any consequences in relation to such issues and shall be compensated for any costs, expenses, and damages suffered by it in relation to Intermediate Operation. 2. The Tender Committee is requested to limit the duration of the Intermediate Operation.	Clause 4.3.3 to the Agreement
	A	1. Denied. 2. Denied.	
31.	Q	The Tender Committee is kindly requested to delete the words "The timing of the Proposed Transaction and/or the implications thereof will, or there are reasonable grounds for concluding that it/they will have a material adverse effect on the ability of the Operator to provide the Services and fulfill its obligations and responsibilities in accordance and compliance with the Agreement".	Clause 6.14.3 to the Agreement

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	Denied.	
32.	Q	The Tender Committee is kindly requested to delete the word "uncertainties".	Clause 8.1.5.3 to the Agreement
	A	Denied.	
33.	Q	The Tender Committee is requested to amend the last paragraph of the referenced clause such that any restriction imposed on the Operator by the Competition Authority following execution of the Agreement should be considered as a Change Order.	Clause 8.1.5.6 (iii)
	A	Denied.	
34.	Q	The Tender Committee is requested to amend Clause 8.1.7.1 as follows: At no time during the Agreement Period shall the Operator shall not knowingly engage or become involved...	Clause 8.1.7.1 to the Agreement

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	Denied.	
35.	Q	1. The Tender Committee is requested to clearly that the Project Company and the Operator should not be exposed to "double punishment" with respect to a specific event (for example, compensation to the Owner by the Project Company regarding an incident, without the Operator being entitled to compensation for such incident). 2. The Tender Committee is requested to determine that the waiver shall only apply where the triggering event was caused solely by the Operator's Affiliate, and the Operator's shall be entitled to claim for a remedy after deduction of the relative part related to the Operator's Affiliate liability.	Clause 8.1.7.2 to the Agreement
	A	1. Denied. For the removal of doubt, the Operator has no legal standing nor any right to any claim and/or demand against the Owner (and by submitting a Bid it waives any right to make any such claim and/or demand against the Owner) regarding the manner in which the Owner decided to pursue its rights vis a vis either or both of the Project Companies. 2. Denied.	
36.	Q	The Tender Committee is requested to: (i) delete the requirement to submit Attachment 5 to Tender Form 7; and/or (ii) delete the requirement to waive certain rights and remedies pursuant to Clause 8.1.7 of the Operation Agreement, inter alia, on the grounds that such undermine(s) the "equality principle."	Clause 8.1.7 to the Agreement
	A	1. Having duly considered the request, including the rights and interests of the Bidder and the rights and interests of the Tender Committee and NTA (and the public), the Tender Committee has decided to reject the request (subject to the aforesaid amendments of Clause 8.1.7.2 to the Agreement).	

Clarifications

Item No.	Q/A	Questions and Answers	Section
		2. The Tender Committee responded to the Bidder and explained that: (a) in light of the conflicting interests and in an attempt to avoid a non-competitive situation, the Tender Committee is well within its rights to insist on the current formulation of the Agreement Documents and has decided to reject the request; and (b) provided that the Operator is not the same entity as the applicable Project Company (i.e., the Green Line Project Company or the Purple Line Project Company, as the case may be) or any Relevant Entity with respect thereto, nor otherwise connected, affiliated or associated with the applicable Project Company or any Relevant Entity with respect thereto, then the Operator is not required to agree to the requisite ‘waivers’ in relation to the applicable Project Company. Put in simpler words (but without derogating from the definitions used herein above), if the Operator is ‘related’ to the Green Line Project Company, the ‘waiver’ requirements will only apply with respect to the Green Line and shall not apply with respect to the Purple Line. Similarly, if the Operator is ‘related’ to the Purple Line Project Company (and is not ‘related’ to the Green Line Project Company), the ‘waiver’ requirements will only apply with respect to the Purple Line. 3. Clause 8.1.7.2(i-iii) to the Agreement shall be updated, replacing the current wording with the following: (i) Notwithstanding anything to the contrary in Clause 12.4 to the Agreement (Delays), and Appendix M (Operation Interfaces) to the Agreement or any other provisions of the Agreement, the Operator shall not be entitled to claim, demand or receive and hereby waives any and all remedies and relief (including any extension of time, remuneration, consideration, compensation, additional payment or reimbursement) under and pursuant to said Clause of the Agreement (Delays) and otherwise in connection with or arising from any Delay(s) connected, directly or indirectly to the Operator's Affiliates ; and (ii) Notwithstanding anything to the contrary in Clause 13.8.6 below, and Appendix M (Operation Interfaces) or any other provisions of the Agreement, the Operator shall not be entitled to claim, demand or receive and hereby waives any and all remedies and relief (including any extension of time, remuneration, consideration, compensation, additional payment or reimbursement) under and pursuant to Said Clause (“Third Party Delay”) and otherwise in connection with or arising from any Third Party Delay connected, directly or indirectly to the Operator's Affiliates; and (iii) Notwithstanding anything to the contrary in Clause 13.9 below (Project Companies Related Relief Events), Appendix M (Operation Interfaces) or any other provisions of the Agreement, the Operator shall not be entitled to claim, demand or receive and hereby waives any and all remedies and relief (including any extension of time, remuneration, consideration, compensation, additional payment or reimbursement)	

Clarifications

Item No.	Q/A	Questions and Answers	Section
		under and pursuant to Said Clause (Project Companies Related Relief Events) and otherwise in connection with or arising from any Project Companies Related Relief Events connected, directly or indirectly to the Operator's Affiliates.	
37.	Q	The Tender Committee is kindly requested to delete the section in Clause 8.1.9.1 that provides that the Operator's shareholders are highly experienced in performing large-scale operation services which are similar in nature to the Services (...).	Clause 8.1.9.1 to the Agreement
	A	Clause 8.1.9.1 to the Agreement shall be updated, replacing the current wording with the following: The Operator's shareholders are highly experienced in performing large-scale operation services which are similar and/or close in nature to the Services, and which include cooperation with other operators and maintenance contractors. In addition, it is well aware of the complexity of the Services, and all interface and integration issues associated therewith and deriving therefrom.	
38.	Q	The Tender Committee is requested to clarify the following: 1. Does the Operator have the right to request additional compensation or for a Change Order if a change occurred in the Red Line prior to the Owner's Notice (as ascribed in Appendix R to the Agreement) and prior to the Transfer of the Red Line to the Operator? 2. Does the Operator have the right to request additional compensation or for a Change Order if a change occurred in the Red Line following the Owner Notice (as ascribed in Appendix R to the Agreement) and prior to the Transfer of the Red Line to the Operator? 3. Does the Operator have the right to request additional compensation or for a Change Order If a change occurred in the Red Line following the Transfer of the Red Line to the Operator?	Clause 10.3 to the Agreement

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	1. Negative, the Operator shall have no right until the completion of Transfer of the Red Line. 2. Negative, the Operator shall have no right until the completion of Transfer of the Red Line. 3. Positive, subject to the Agreement.	
39.	Q	The Tender Committee is requested to clarify the Operator's scope of work, responsibilities, obligations and duties if the Owner shall exercise its right and transfer the operation of the Red Line to the Operator.	Clause 10.3, Appendix Q (Red Line General Specification) and Appendix R (Principles of the Transfer of the Operation of the Red Line to the Operator) to the Agreement
	A	The Tender Committee hereby clarifies that if the Owner shall exercise its right and transfer the operation of the Red Line to the Operator, in accordance with Clause 10.3 to the Agreement, then the Operator shall have to operate the Red Line pursuant to its obligations and duties as stipulated in the Agreement Documents.	
40.	Q	The Tender Committee is kindly requested to clarify that the minimum Operation Period for the Green Line will not be less than 8 years.	Clause 11 to the Agreement

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	Denied.	
41.	Q	Please clarify that the 6 months option notice shall not be given without confirmation of feasibility (i.e., sufficient drivers) and compensation of the Operator (for additional recruitment cost and such).	Clause 11.2.1 to the Agreement
	A	Denied.	
42.	Q	1. The Tender Committee is requested to amend Clause 12.2.2 so that the Operator shall be entitled to receive the delay fee from the first month of delay until the Services Commencement Date of the applicable Line. 2. The Tender Committee is requested to confirm that the Operator shall be entitled to receive a proportional monthly delay fee to the Signature Date which was in the middle of a month, under the terms and conditions of the said Clause.	Clause 12.2.2 to the Agreement
	A	1. Denied. 2. Confirmed.	
43.	Q	1. The Tender Committee is requested to amend Clause 39.2.5.1 so it shall apply with respect to termination which has occurred following the Signature Date. 2. The Tender Committee is requested to amend clause 39.2.5 of the Agreement so that in case of termination pursuant to any of clauses 12.2.3 or 12.2.4 the Operator will be entitled also to compensation for all of Operator's Direct Costs.	Clauses 12.2.3-4 and 39.2.5 to the

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	1. Denied. 2. Denied.	Agreement
44.	Q	The Tender Committee is requested to set an upper limit for Time Schedule Changes which the Owner can issue.	Clause 12.3 to the Agreement
	A	Denied.	
45.	Q	The Tender Committee is requested to determine that a Time Schedule Notification shall be provided no less than 90 days prior to the commencement date of the applicable Milestone.	Clause 12.3.3 to the Agreement
	A	Denied.	
46.	Q	The Tender Committee is requested to determine that the Operator will be entitled also to payment of unmitigated Direct Costs incurred due to the Time Schedule Change, which shall also include acceleration costs.	Clause 12.3.3 to the Agreement

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	Denied.	
47.	Q	The Tender Committee is kindly requested to remove the expression "sole discretion" from Clause 12.4 of the Agreement.	Clause 12.4 to the Agreement
	A	Denied.	
48.	Q	1. The Tender Committee is requested to set a detailed process of taking over in which the Operator should be involved in the process (prior to taking over) and provide comments and feedback regarding the items transferred to it. 2. The Tender Committee is requested to set a mechanism to enable the Operator to record the status of the systems prior to the systems being transferred to it by the Project Company or the maintainer each time.	Clause 13.3 to the Agreement
	A	Please refer, <i>inter alia</i> , to Clauses 3.6, 6, 9, 11 of Appendix M (<i>Operation Interfaces</i>).	
49.	Q	The Tender Committee is kindly requested to amend the provision in a manner that the Operator shall be entitled to indemnification for any damage caused to the Operator by a third party.	Clause 13.8.3 to the Agreement

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	Denied. Please refer to Clause 13.8.6 to the Agreement.	
50.	Q	The Tender Committee is requested to amend Clause 13.8.3 to clarify that it shall be subject to the remedies to which the Operator is entitled pursuant to Clause 13.8.6 of the Agreement.	Clauses 13.8.3 and 13.8.6 to the Agreement
	A	The wording shall remain unchanged. Clause 13.8.6 of the Agreement refers, <i>inter-alia</i> , to Clause 13.8.3.	
51.	Q	The Tender Committee is requested to determine that any interference should be coordinated in advance with the Operator to minimize the effects on the Operation or the Services.	Clause 13.8 to the Agreement
	A	Denied.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
52.	Q	The Tender Committee is kindly requested to delete the word "materiality" criteria so that the Operator shall be entitled to Relief Event/indemnification for any damage due to any act or in case of an Operation Related Activities.	Clause 13.9.3 to the Agreement
	A	Denied. Please refer, <i>inter alia</i> , to Clause 3 (Dispute Resolution) of Chapter 4 (Operation KPIs), Part IV, Volume 3.	
53.	Q	1. The Tender Committee is kindly requested to amend Clause 14.5.6 of the Agreement such that any Changes to the Personnel Recruitment Plan by the Owner shall be deemed a Change Order and consequently that the Operator shall be entitled to the relevant remedies deriving therefrom. 2. The Tender Committee is requested to determine that the Operator will be entitled also to payment of unmitigated Direct Costs incurred due to a Change to the Personnel Recruitment Plan by the Owner.	Clause 14.5.6 to the Agreement
	A	1. Denied. Please refer to Clauses 14.5.6.2, 14.5.6.4-5 to the Agreement. 2. Denied.	
54.	Q	The Tender Committee is requested to limit the number of stages or segments that the Trial Running may be performed. Alternatively, the Tender Committee is requested to determine that the Operator will be entitled to a compensation per additional trial running in case of more than one trial run is needed.	Clause 14.6.2 to the Agreement
	A	Denied.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
55.	Q	The tender committee is kindly requested to delete the Operator's obligation to not interfere unnecessarily or improperly.	Clause 15.2 to the Agreement
	A	Denied.	
56.	Q	The Tender Committee is requested to delete Clause 17.1.1.7	Clause 17.1.17 to the Agreement
	A	Denied.	
57.	Q	The Tender Committee is requested to amend and ease the Operator's obligations under these Clauses and, <i>inter alia</i> , to clarify that such obligations shall be carried out by the Operator only if they do not affect any other responsibilities and undertakings of the Operator under the Agreement.	Clauses 19.1.2.5 and 19.3.4.3-4 to the Agreement
	A	Denied. The requirements set out in the Clauses in question are in addition to (and not instead of) and are to be performed in tandem with all other Operator's obligations, responsibilities and undertakings under the Agreement in their entirety.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
58.	Q	1. The Tender Committee is requested to clarify that under the circumstances specified in the said Clause, the Operator shall be entitled to choose to engage, at its expense, bus operators for the provision of the Bus Replacement Services and in such case the Owner shall not be entitled to recover from the Operator additional costs related to the Bus Replacement Services. 2. The Tender Committee is also requested to confirm that, irrespective of the Bus Replacement Services required to be put in place, the Fixed and Variable payments for the corresponding kilometers run or driven by such Bus Replacement Service will be fully paid to the Operator.	Clause 19.6 to the Agreement
	A	1. Denied. 2. Denied.	
59.	Q	The Tender Committee is requested to delete Clause 20.12.2 to the Agreement and include instead a provision requiring the Operator to take reasonable efforts to minimize the delay or damage caused.	Clause 20.12.2 to the Agreement
	A	Denied.	
60.	Q	The Tender Committee is requested to delete the waiver of the Operator not to make any claim, suit or action against Owner, the State of Israel or MOT as detailed in the respect of the Fares or Increased Payments.	Clause 21.2.6 to the Agreement

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	Denied.	
61.	Q	1. The Tender Committee is requested to amend Clause 22.1.5 in a manner that the Operator should not be responsible for the quality of equipment which was not supplied by it and to amend the obligation to remedy or replace equipment to apply only if the Operator was solely responsible for the loss or damage to such equipment, due to its breach of the Agreement (taking into account that the Project Companies or anyone on its behalf also handles such equipment). 2. The Tender Committee is requested to amend the clause to determine that the obligation to restore the equipment should apply with respect to the state of the equipment prior to the event of loss or damage instead of to their "original state and intended use.	Clause 22.1.5 to the Agreement
	A	1. Wording shall remain unchanged. 2. Wording shall remain unchanged.	
62.	Q	The Tender Committee is kindly requested to limit the obligations regarding the "back-to-back" terms and conditions, so it shall apply only to major Subcontracts, whose contract value exceeds NIS 100,000,000 (in the aggregate over the whole period of the subcontract) (aggregate over the period of the agreement) or more than NIS 10,000,000 a year.	Clause 25.2.2 to the Agreement
	A	Denied.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
63.	Q	The Tender Committee is kindly requested to clarify the payments in connection with the public relations budget.	Clause 29.4 to the Agreement
	A	Please refer to Clauses 29.6 to the Agreement.	
64.	Q	The Tender Committee is requested to delete the referenced Clause.	Clause 29.12 to the Agreement
	A	Denied.	
65.	Q	The Tender Committee is requested to entitle additional payment where the non-Commercial Km run or driven were more than 5% but less than 7% from the aggregate Commercial Km.	Clause 30.6.1-3 to the Agreement
	A	Denied.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
66.	Q	The Tender Committee is kindly requested to clarify whether the Payment Incentives are applicable to the Red Line as well.	Clauses 30.8 - 9 to the Agreement
	A	The Payment Incentives are applicable with respect to the Red Line only in the event that the Red Line is operated by the Operator.	
67.	Q	The Tender Committee is kindly requested to publish a definition for the term “Fraud Rate” which is used in this Clause.	Clause 30.8 to the Agreement
	A	1. Please refer to Clause 5.16.1 of Volume 3, Part III, Chapter 4 (<i>Schedule Management and Reporting</i>). 2. New Clause 30.8.10 shall be added to the Agreement, as follows: The term “Fraud Rate” in this Clause 30.8 shall have the meaning ascribed thereto in Clause 5.16.1 of Volume 3, Part III, Chapter 4 (<i>Schedule Management and Reporting</i>).	
68.	Q	1. The Tender Committee is kindly requested to include a definition for the term “The Agreement Price” which is used in this Clause. 2. The Tender Committee is kindly requested to substitute the words “this agreement” with the words “the Agreement Price” in the 7th line of Clause 30.17.2.	Clause 30.17.1 to the Agreement

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	1. Denied. 2. Denied. 3. Clause 31.3, 39.1.3.10 and 39.1.3.11 to the Agreement shall be deleted.	
69.	Q	Please specify which payments are incurred by the Operator, regarding Clause 30.18.6 to the Agreement.	Clause 30.18.6
	A	Denied. Clause 30.18.6 to the Agreement shall be updated, by replacing the current wording with the following: Without derogating from the generality of the foregoing, the Operator shall be responsible for the payment of any utilities' bill or cost (such as water, sewage, waste, electricity, gas, communication, etc.) and any tax which is applicable under all Laws to the Site and/or the Operation Premises, including the municipal levies, fees or other compulsory payments (such as Arnona), and any other utilities' bill or cost (such as water, sewage, waste, electricity etc. in connection with the receipt or exercise of any right granted to it under this Agreement or on the grounds thereof towards the Customer Service Centers, the Operator's offices, welfare rooms and any other asset and/or building and/or other premises in connection with the Operation of the LRT System during the Agreement Period (i.e. the Customer Service Centers, the Operator's offices, welfare rooms etc.); excluding any property or asset or building or other premises supplied by the Project Companies, in connection with the Operation of the LRT System.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
70.		Attention is drawn to the following amendment by the Tender Committee to Clause 32.1.4 of the Agreement shall be updated, replacing the current wording with the following: "... Throughout the Agreement Period and at any and all times following the cancelation, termination or expiry of the Agreement for any reason whatsoever (as the case may be), the Owner shall have unlimited, unrestricted, irrevocable ownership and use of and benefit with respect to any and all Project Operation Documentation and Project Operation Items other than Intellectual Property rights in or arising from any of them ("LRT System-specific Items")..."	Clause 32.1.4 to the Agreement
71.	Q	The Tender Committee is requested to determine that the entitlement of the Owner to disclose Confidential Information for the purposes stated in the Agreement will be subject to the Operator's IP rights.	Clause 33.3 to the Agreement
	A	Denied. Please refer to Clause 32.1.7 to the Agreement.	
72.	Q	The Tender Committee is kindly request to amend Clause 36.1.2 of the Agreement in a manner that the survival of this provision shall be limited to 24 months following termination of the Agreement.	Clause 36.1.2 to the Agreement
	A	Denied.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
73.	Q	The Tender Committee is requested to delete Clause 36.2.2 and determine with regards to Clause 36.2.7, that indemnification by the Operator will be dependent upon the approval by the Operator of the settlement reached, as was determined with regards to the Owner's indemnification liability, under Clause 36.4.6 and as customary in this kind of agreement.	Clauses 36.2.2 and 36.2.7 and 36.4.6 to the Agreement
	A	Denied.	
74.	Q	The Tender Committee is requested to amend the clause as follows: Notwithstanding anything to the contrary contained or not contained in the Agreement, any and all actions required to be taken in connection with the Operation of the LRT System and the Agreement, which are not obligations of the Project Companies, whether by reference to the Agreement or by reference to the Project Agreements, shall be the sole responsibility of the Operator, whether the requirement for such action or the Operator's responsibility is stated explicitly, is implied or is not stated at all...	Clause 36.3 to the Agreement
	A	Denied.	
75.	Q	The Tender Committee is kindly requested to amend Clause 36.4.1(iii) to the Agreement.	Clause 36.4.1 (iii) to the Agreement

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	Clause 36.4.1(iii) to the Agreement shall be updated, by replacing the current wording with the following: The Operator claims that it is entitled to be indemnified by the Owner pursuant to this Agreement or under Law then the Operator shall deliver to the Owner a notice to that effect as soon as reasonably practicable immediately from receipt of the claim for the legal proceeding or process initiated against it as aforesaid.	
76.	Q	The Tender Committee is requested to delete the amount of 5,000,000 NIS.	Clauses 36.4.7 to the Agreement
	A	Denied.	
77.	Q	The Tender Committee is requested to determine that clause 36.6 of the Agreement (Limits of Liability) will apply with respect to the liability of the Operator under the said clause.	Clauses 36.6 to the Agreement
	A	Denied.	
78.	Q	The Tender Committee is requested to reduce the amounts of the Limitation of Liability under clause 36.6.1 and under Clause 36.6.2.	Clauses 36.6.1-2 to the Agreement

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	Denied.	
79.	Q	The Tender Committee is requested to count Liquidated Damages and liability towards the Project Companies within the Limitation of Liability.	Clauses 36.6.3-4 to the Agreement
	A	Denied.	
80.	Q	The Tender Committee is kindly requested to limit the “carve out” and delete sections 36.6.4. and 36.6.5.3 of the Agreement.	Clauses 36.6.4 and 36.6.5.3 to the Agreement
	A	Denied.	
81.	Q	The Tender Committee is requested to amend the clause as follows: The Operator will not be liable to indemnify the Owner as provided in Clause 36.2 above (Indemnification by the Operator), if and only to the extent that any such liability has solely and directly occurred as a result of any fraud or willful default or gross negligent act or omission of this Agreement on the part of the Owner or any of the Project Companies or on anyone on their behalf.	Clause 36.6.8 to the Agreement

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	Denied.	
82.	Q	The Tender Committee is kindly requested to change the compensations due to Termination by the Owner, the compensations amounts shall be determined by the Arbitrator.	Clauses 39.1.10, 39.3.5 of the Agreement
	A	Denied.	
83.	Q	The Tender Committee is requested to delete one of clauses 39.1.10.2 or 39.4.4 of the Agreement and clarify that the Owner will not be entitled to double compensation of Liquidated Damages with regards to such termination.	Clauses 39.1.10 and 39.4.4 to the Agreement
	A	Denied. The clauses in question do not constitute double compensation. The Owner's right under such clauses, and in particular to any Liquidated Damages as stated therein, are without prejudice to any other relief or remedy available to the Owner under the Agreement or under any applicable Laws.	
84.	Q	The Tender Committee is requested to amend Clause 39.2.5.3 of the Agreement so as to limit the set of rights with regards to Liquidated Damages to Liquidated Damages already incurred prior to the event of termination.	Clauses 39.2.5.3 to the Agreement

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	Denied.	
85.	Q	The Tender Committee is kindly requested to extend the prior notice to two months.	Clauses 39.3.1 to the Agreement
	A	Clause 39.3.1 to the Agreement shall be updated by replacing the current wording with the following: The Owner shall be entitled to terminate the Agreement, or the Operation of either the Purple or Green Line or both, at any time, by giving notice of such termination to the Operator, if the Owner determines, at its sole and absolute discretion, that a termination is in the State of Israel's or the public's best interest, or if the Owner determines that under the then current circumstances it is impossible to continue the performance of the Services or any part thereof, or for the Owner's convenience for any reason whatsoever. The termination shall take effect twenty-eight (28) Days two months after the Operator receives such notice.	
86.	Q	1. The Tender Committee is kindly requested to clarify that LD under Clause 39.4.4 to the Agreement shall be the sole compensation to the Owner in case of Termination by the Owner. Accordingly, please delete Clause 39.1.10.1 to the Agreement. 2. In case of Termination by the Owner, please confirm that the Owner shall not be double compensated (with respect to damages and LDs).	Clause 39.4.4 to the Agreement
	A	Please refer to item #83 above.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
87.	Q	1. The Tender Committee is requested to determine that in addition to the extension of the applicable Milestone the Operator will be entitled to request a Change in accordance with Clause 17.2 and Appendix L to the Agreement. 2. The Tender Committee is requested to determine that a Suspension by the Owner will be limited to cases of non-compliance with an Instruction or due to a breach of the Agreement, or to matters of security and safety. 3. The Tender Committee is requested to add an Unjustifiable Suspension mechanism to the Agreement (as was implemented in other LRT tenders). 4. The Tender Committee is requested to determine that in case that a suspension was not caused due to Operator's default, the Operator will be entitled to payment of Direct Costs. 5. The Tender Committee is requested to determine that resuming of Services should be subject to a reasonable prior notice allowing the Operator to prepare (taking into account the duration of the Suspension and the cause for the suspension).	Clause 40.6 to the Agreement
	A	1. Denied. Please refer to Addendum #6, Item No. 41. 2. Denied. 3. Denied. 4. Denied. Please refer to Addendum #6, Item No. 41. 5. Denied.	
88.	Q	1. The Tender Committee is requested to determine that the Operator shall be entitled as well to terminate the Agreement pursuant to Clause 39.2 (Termination by the Operator) of the Agreement, in case of continuing Suspension. 2. The Tender Committee is requested to amend the provision as follows: "...such suspension has continued for more than one hundred and eighty (180) consecutive days or for an aggregate total of three hundred and sixty five (365) days during any period of two (2) years during the Agreement Period..."	Clause 40.7 to the Agreement
	A	1. Denied. 2. Denied, wording shall remain unchanged.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
89.	Q	The Tender Committee is requested to determine that the remedies for FM Delay should be awarded either from day one.	Clause 41.3 to the Agreement
	A	Please refer to Clause 41.3 to the Agreement.	
90.	Q	The Tender Committee is requested to determine that in case of prolonged FM Delay, the Operator may also be entitled to terminate.	Clause 41.3.1 to the Agreement
	A	Denied.	
91.	Q	1. The Tender Committee is requested to clarify that the Operator shall be entitled to be compensated for all of its costs and expenses in case of partial prevention of the performance of Services by the Operator due to Project Companies or Direct Contractors Event of FM (which is not recognized as an Event of FM under the Agreement). 2. In addition, the Tender Committee is requested to determine that if an Event of FM is recognized under the Project Agreement, it should be automatically considered as such under the Agreement.	Clause 41.4 to the Agreement
	A	1. Denied. 2. Denied.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
92.	Q	The Tender Committee is requested to determine that assignment by the Owner would be conditioned upon the assignee having demonstrated its financial capabilities to assume the Owner's obligations towards the Operator under the Agreement.	Clause 43.4 to the Agreement
	A	Denied.	
93.	Q	The Tender Committee is requested to clarify that any cooperation regarding additional light, heavy, or metro rail projects will be conditioned upon that it shall not prejudice the IP rights of the Operator or its contractors.	Clause 44.1 to the Agreement
	A	The wording shall remain unchanged. Please refer, <i>inter-alia</i> , to Clauses 32.1.4 and 32.1.7 to the Agreement.	
94.	Q	Please specify the payments allocation to the OIE.	Clauses 48.1.2.2-3 to the Agreement
	A	Please refer to Clause 2.3 of Attachment “A7” (Operator KPI Dispute Resolution) to Appendix M (<i>Operation Interfaces</i>).	

Clarifications

Item No.	Q/A	Questions and Answers	Section
95.		Attention is drawn to the following amendment by the Tender Committee to Clause 48.1.2 of the Agreement, which shall be updated, replacing the current wording with the following: No Recourse Against the Owner. Without derogating from the foregoing or from any other provision of the Agreement, including (without limitation) Volume 3, Part IV, Chapter 54 (Key Performance Indicators) of the Agreement:	Clause 48.1.2 to the Agreement
96.	Q	The Tender Committee is requested to amend clause 48.1.2.1 such that the Operator should not be prevented in any manner from disputing liability for payment of any PLDs, especially if such was caused due to the Project Companies.	Clause 48.1.2.1 to the Agreement
	A	Denied. Please refer to Clause 48.1.1 of the Agreement in connection with the responsibility for or the allocation of KPIs and/or PLDs between either of the Project Companies and the Operator.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
97.		Attention is drawn to the following amendments by the Tender Committee to Clause 48.1.2.3 to the Agreement, which shall be updated, replacing the current wording with the following: "... On a quarterly basis (for purposes of this Clause, the “Calculation Date”), the Owner shall undertake the following payment adjustments with respect to the Operator:), the Operator’s remedies and rights of recovery and recourse shall be and remain solely against and with respect to the Operator Project Companies; and"	Clause 48.1.2.3 to the Agreement
98.	Q	The Tender Committee is requested to determine that the Operator will not be liable for Milestone Delay Liquidated Damages where the delay was not caused due to a breach by the Operator of its obligations under the Agreement.	Clause 49.3.1 to the Agreement
	A	The wording shall remain unchanged. Please refer to Clause 12.4 of the Agreement.	
99.	Q	1. The Tender Committee is requested to delete all duplication provisions in clause 49.4 imposing LDs for the same event (for example in respect of Key Personnel). 2. The Tender Committee is requested to delete all of the Personnel Employment Liquidated Damages provisions which impose such LDs for failure to provide the Services.	Clause 49.4 to the Agreement
	A	1. Denied. 2. Denied.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
100.	Q	The Tender Committee is requested to delete the requirement that a Key Personnel will be required to be employed in Operator's organization for 2 years.	Clause 49.4.3 to the Agreement
	A	Denied.	
101.	Q	The Tender Committee is requested to include an overall limit in the Liquidated Damages amount and to include sub-limits in each of the different Liquidated Damages existing under the Agreement.	Clause 49.5 to the Agreement
	A	Denied. Wording shall remain unchanged. Please refer to Clause 36.6.3.	
102.	Q	The Tender Committee is requested to amend the Clause as follows: Notwithstanding anything to the contrary in the Agreement, the Owner's damages are limited by the amount of the Liquidated Damages and/or Performance Liquidated Damages and the levying and/or payment of the Liquidated Damages and/or the Performance Liquidated Damages shall be the sole and exclusive right, entitlement, remedy, relief and recourse available to the Owner under and pursuant to the Agreement and Law.	Clause 49.5 to the Agreement
	A	Denied.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
103.	Q	The Tender Committee is kindly requested to delete Clause 49.7.11 of the Agreement.	Clause 49.7.11 to the Agreement
	A	Denied.	
104.		Attention is drawn to the following amendments by the Tender Committee to Appendix B of the Agreement (<i>Operation Services Timeline, Milestones and Liquidated Damages</i>): - Green Line Milestone “IM7 - Provide access to Operator for Trial Running, subject to the Agreement” in “Section–A - Interface Milestones” shall be updated by replacing the current wording with the following: NTP + 55 - Green Line Milestone “IM8 - Obtaining Permit to Operate, subject to the Agreement” in “Section–A - Interface Milestones” shall be updated, replacing the current wording with the following: NTP + 60 - Sub-Clause 2a of to “Notes” of “Section–A - Interface Milestones” shall be updated by replacing the current wording with the following: The Green Project Company NTP is 18.12.2023; - Milestone M1 of “Section B – Operation Milestones” shall be updated, replacing the current wording with the following:	to Appendix B of the Agreement (<i>Operation Services Timeline, Milestones and Liquidated Damages</i>):

Clarifications

Item No.	Q/A	Questions and Answers	Section
		Operation Service Commencement Date per Line (only for the purpose of this Section–B - “NTP GL” or “NTP PL”, respectively), subject to the Agreement. 5. Clause 3 (“a” and “b”) to “Notes” of “Section B – Operation Milestones” shall be deleted. 6. The numbering of Clause 2 to “Notes” of “Section B – Operation Milestones” shall be updated to Clause 1.	
105.	Q	The Tender Committee is kindly requested to modify the seventh paragraph of each of the referenced bond's drafts as follows: from “If, at the time of payment of any amount under this Mobilization Phase Second Guarantee, the New Index shall be higher than the Basic Index, the Amount of the Mobilization Phase Second Guarantee shall be calculated as increased at a rate equal to the rate by which the New Index has increased in comparison to the Basic Index.” to “If, at the time of payment of any amount under this Mobilization Phase Second Guarantee, the New Index shall be higher than the Basic Index, the Amount of the Mobilization Phase Second Guarantee shall be calculated as Principal Amount increased at a rate equal to the rate by which the New Index has increased in comparison to the Basic Index.”	Appendixes F – I to the Agreement
	A	Denied.	
106.	Q	The Tender Committee is kindly requested to clarify the level of training and level of desired achievable proficiency required.	Clause 14.1 of Appendix M (Operation

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	The Operator is required to cooperate and interface with the Project Companies (<i>inter alia</i> in accordance with Clause 19.1 of the Agreement and as described in Appendix M to the Agreement (<i>Operation Interfaces</i>)) in a manner that the Operator achieves such a level of training and proficiency which enables it to perform the Services as detailed in the Agreement, including as detailed in Clause 4 thereto.	<i>Interfaces</i>
107.	Q	The Tender Committee is requested to delete the reference to the Project Agreement.	Clause 5.3 Appendix M to the Agreement <i>(Operation Interfaces)</i>
	A	Denied. The attention is drawn towards the Operator's obligations with respect to Appendix M of the Agreement (<i>Operation Interfaces</i>), which includes, <i>inter – alia</i>, the development of all operation and maintenance arrangements, procedures and interface documents in coordination and cooperation with the Project Companies, in full compliance with the provisions of the Interface Agreement, the Project Agreement and Operation Agreement. Such arrangements, procedures and interface documents shall facilitate and support all LRT System operation activities and Passenger Services in accordance with the Project Agreement and Operation Agreement, the Operation Service Scheme and all applicable Laws.	
108.		Without derogating from any of the provisions of Appendix M to the Agreement and the Operator's Obligations under the Agreement, the Tender Committee hereby clarifies the following:	Clause 28.1 to Appendix M to the

Clarifications

Item No.	Q/A	Questions and Answers	Section
		1. Clause 28 of Appendix M to the Agreement (Loss or Damage to LRT System), applies (also) in cases of defacement, malicious or intentional damages, including vandalism, subject to the terms and conditions as stipulated in Clause 28. 2. The Operator shall provide notice to the Owner and the relevant Project Company immediately upon the Operator (or anyone on of its behalf) is becoming aware of any loss and/or damages, including where such damages occurred to the LRT System or any other related system and/or component thereto, while they were not under the Operator's responsibility, <i>inter - alia</i>, pursuant to Clauses 26 – 28.	Agreement <i>(Operation Interfaces)</i>
109.	Q	The Tender Committee is requested to adopt a mechanism which include compensation for implications of third-party implementation issued to the Operator.	Clause 4.2 to Appendix L to the Agreement <i>(Change Order)</i>
	A	Denied.	
110.	Q	The Tender Committee is requested to determine that if the Operator has brought to the Owner's attention any safety-related issues in relation to a Change Order, then the Operator will not be held liable for any consequences in relation to such Change Order.	Clause 5.3 to Appendix L to the Agreement <i>(Change Order)</i>
	A	Denied. Please refer, <i>inter alia</i> , to Clause 10.5 of Appendix L to the Agreement <i>(Change Order)</i> .	

Clarifications

Item No.	Q/A	Questions and Answers	Section
111.	Q	The Tender Committee is requested to delete the provision requiring the increase of guarantees in the event that Change Order results in increase of payments; or alternatively, that such increase will be triggered only if certain threshold of increase the applicable Payments is met.	Clause 6.7 to Appendix L to the Agreement <i>(Change Order)</i>
	A	Denied.	
112.	Q	The Tender Committee is requested to delete the payment of LDs in case of failure to timely submit the Change Information Response.	Clause 3.9 to Appendix L to the Agreement <i>(Change Order)</i>
	A	Denied.	
113.	Q	The Tender Committee is requested to amend section 11.9 of Appendix L of the Agreement such that the Owner will be entitled to 50% of the savings.	Clause 11.9 to Appendix L to the Agreement <i>(Change Order)</i>
	A	Denied.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
114.	Q	The Tender Committee is kindly requested to: 1. Clarify which insurance coverages either of the Project Companies is responsible to insure. 2. Cover “lockout, riot, civil commotion” under the Terror and War Insurance according to the terms of clause 2.11 and not under this Clause as the insurance market may not support full coverage for those perils under property “All Risks” policy. 3. Clarify why the Operator must insure property which control possession is in the under the or of the Project companies. 4. Delete the word “theft” as the insurance market may not support coverage for theft which is not followed signs for violence (=Burglary).	Clause 2.1.1 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	1. Please refer to Appendix P (<i>Insurance Policies</i>) to the Agreement for the Finance, Design, Construction, Maintenance and Transfer of the Tel Aviv Metropolitan per each Line, as attached in Volume 4. 2. Denied. 3. Denied. 4. It is clarified that coverage for "theft" may be subject to signs of violence. Wording shall remain unchanged.	
115.	Q	Please delete the following “For the purpose of earthquake and/or natural perils coverage, the entire Project and Site Shall be defined as one site” as the market will not support this request.	Clause 2.1.2 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied.	
116.	Q	The tender committee is kindly requested to delete Clause 3.	Clause 2.2.5 of Appendix N to the

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Denied.	Agreement <i>(Insurance Policies)</i>
117.	Q	The tender committee is kindly requested to replace the words “with the execution of the project” with the words: “ with the operation of the Project”.	Clause 2.3.1 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	The words “ execution of the project ” shall be deleted and replaced by the words “ Operation Services ”.	
118.	Q	The tender committee is kindly requested to confirm that the Operator can provide annual policies (to be renewed on an annual basis).	Clause 2.3.2 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied, wording shall remain unchanged.	
119.	Q	The Tender Committee is kindly requested to agree that the coverage for 7 years after the termination, cancelation or expiry of the Agreement (as stated in clause 2.3.2), will be maintained by one Run-Off policy with the amount of USD 10M for the entire 7 years and not for each annual period of insurance.	Clause 2.3.3 of Appendix N to the

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Denied, wording shall remain unchanged.	Agreement <i>(Insurance Policies)</i>
120.	Q	The Tender Committee is kindly requested to add the wordings: “But without increasing the total limit of liability under the policy” in sub-Clause 2.4.2 (1).	Clause 2.4.2 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied, wording shall remain unchanged.	
121.	Q	The Tender Committee is kindly requested to add the following: “but USD 20,000 each claimant in respect of occupational disease”.	Clause 2.5.3 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	After the wordings "for each claim", the following wording shall be added: “ but USD 20,000 each claimant, in respect of occupational disease ”.	
122.	Q	The Tender Committee is kindly requested to add the words “for reasonable premium“ after the words “under the requested insurance conditions.	Clause 2.10.3 of Appendix N to the

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	Denied.	Agreement <i>(Insurance Policies)</i>
123.	Q	The tender committee is kindly requested to add a paragraph relating to a situation where the insurance market will not be able to provide this kind of policy at all or for unreasonable terms.	Clause 2.11 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	A new Clause 2.11.4 shall be added to Appendix N of the Agreement, as follows: If the Owner decides, at its sole and exclusive discretion, that the Operator is not able to procure Terror and War Insurance, or any other insurance, or any other insurance conditions, with respect to circumstances that arise in the insurance market, then the Owner shall be entitled, at its sole discretion, to waive any of its demands (full or in part), regarding the Terror and War Insurance or any other insurance or any other insurance conditions, for a limited period or permanently, and/or to set out any condition for such a waiver. The Owner may instruct the Operator to support such diversion from the insurance conditions, by sufficient proof and/or documentation that supports that such insurance or condition, are not available in the insurance markets.	
124.	Q	The tender committee is kindly requested to replace the words “One Hundred and Fifty Million US Dollars” with the wordings “Twenty Million US Dollars”.	Clause 2.11.2 to Appendix N of the Agreement <i>(Insurance Policies)</i>
	A	The words “ One Hundred and Fifty Million US Dollars ” shall be deleted and replaced with the wordings “ Twenty Million US Dollars ”.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
125.	Q	In respect of Section 2.7 (Compulsory Insurance), the Tender Committee is kindly requested to delete the words ”or the dates on which the Project Companies stop procuring compulsory insurance for Rolling Stock, whichever is earlier”.	Clause 3.2.1 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied.	
126.	Q	The tender committee is kindly requested to delete the words “and determine the limits of liability accordingly”.	Clause 3.5.4 to Appendix N of the Agreement <i>(Insurance Policies)</i>
	A	Denied.	
127.	Q	The Tender Committee is kindly requested to replace the words “sixty (60) days” with the words “fourteen (14) days”.	Clause 4.2.1 to of Appendix N of the Agreement <i>(Insurance Policies)</i>
	A	Denied.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
128.	Q	The Tender Committee is kindly requested to amend this clause as follow: "...no later than 30 days after the date the applicable..." as it takes insurers more time to issue policies.	Clause 4.4.1 to Appendix N of the Agreement <i>(Insurance Policies)</i>
	A	Denied. Wording shall remain unchanged. It is clarified that the Operator will provide the certificates of insurance / policies / evidence for according to the time defined in Clause 4.2.1 of the appendix.	
129.	Q	1. The Tender Committee is requested to clearly refer in clauses 5.1 and 5.2 to the clause detailing the calculation of the Commercial Kilometers for the purpose of calculating the amount of the guarantee. 2. The Tender Committee is requested to specifically detail the insurances required to be provided pursuant to Clause 6.1. 3. With respect to Clause 7, the Tender Committee is requested to amend said clause to determine that the contractual obligations of the Operator under the Agreement, shall apply, <i>mutatis-mutandis</i>, during the applicable Intermediate Operation . 4. The Tender Committee is requested to determine that within its Intermediate Operation plan the Operator shall be entitled to specify any adjustments required to be made to the KPIs.	Clauses 5 - 7 Appendix S to the Agreement <i>(Intermediate Operation)</i>
	A	1. The calculation of the Commercial Kilometers shall be calculated in accordance with the relevant provisions defined in definitions of Appendix A to the Agreement (<i>Definitions</i>) and the instructions set forth in Clause 14.6.3 of the Agreement, which shall apply <i>mutatis-mutandis</i> hereto. 2. Please refer to Clause 6.1 of Appendix S to the Agreement.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
		3. Denied. The wording shall remain unchanged. 4. Denied. The wording shall remain unchanged.	
130.	Q	The Tender Committee is requested to determine that disputes between the Parties regarding personnel recruited and trained for the Intermediate Operation Phase shall be resolved in accordance with the dispute resolution mechanism of the Agreement.	Clause 4.1.4 to Appendix S to the Agreement <i>(Intermediate Operation)</i>
	A	Clause 4.1.1 of Appendix S to the Agreement (<i>Intermediate Operation</i>) shall be updated, replacing the current wording with the following: Any disputes between the Parties regarding personnel recruited and trained for the Operation Phase, shall be resolved solely by the Owner, subject to Clause 37.2.9 of the Agreement, which shall apply <i>mutatis-mutandis</i> hereto.	
131.	Q	The Tender Committee is requested to confirm that there is an entitlement for Fixed Costs in accordance with Tender Form 22 and with respect to the Fixed and Variable Payments during the Operation Phase.	Clause 4.1.4 to Appendix S of the Agreement and Item 52 to Addendum No#6 <i>(Intermediate Operation)</i>
	A	1. A new sub-Clause 4.4 shall be added to Appendix S of the Agreement (<i>Intermediate Operation</i>) as follows: <u>Payments for Operation Fixed Payment</u> From commencement of the Intermediate Operation Mode and until the achievement of the PTO for the entire length of the relevant Line (without any geographical limitations), the Operation Fixed Payment shall be calculated and adjusted based on the following formula:	

Clarifications

Item No.	Q/A	Questions and Answers	Section
		$OFi = \left(\frac{CKmi}{CKm} \right) \times OF$ <u>Where:</u> OFi is the monthly Operation Fixed Payment entitlement of the Operator during the Intermediate Operation Mode. CKmi is the applicable monthly Commercial Kilometers per the Intermediate Operation Service Scheme as determined by the Owner. CKm is the applicable monthly Commercial Kilometers per the Baseline Scheme pursuant to Clause 16.3.2 of the Agreement. OF is the monthly Operation Fixed Payment for in accordance with clause 30.4. in the Agreement, <i>mutandis mutatis</i>. 2. Clause 4.1 shall be deleted. 3. The numbering of Clause 4.1.1 shall be updated to Clause 4.1. 4. The numbering of Clause 4.1.2 shall be updated to Clause 4.3. 5. The numbering of Clause 4.1.3 shall be updated to Clause 4.2. 6. The numbering of Clause 4.1.3.1 shall be updated to Clause 4.2.1. 7. The numbering of Clause 4.1.3.2 shall be updated to Clause 4.2.2. 8. The numbering of Clause 4.1.3.3 shall be updated to Clause 4.2.3. 9. The numbering of Clause 4.1.3.4 shall be updated to Clause 4.2.4. 10. The numbering of Clause 4.1.3.5 shall be updated to Clause 4.2.5.	
132.	Q	The Tender Committee is requested to amend the Tender Documents so that a Grace Period is granted after each new operation phase (e.g. at the start of subsequent Intermediate Operation phases and/or at the start of the full Operation after the Intermediate Operation, as applicable).	Volume 3, Part IV, Chapter 4 (Operation

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	The Tender Committee hereby clarifies that a Grace Period shall be granted following per each start of the Intermediate Operation (if applicable) and at the commencement of the Operation Phase, as applicable. All, with respect to Volume 3, Part IV, Chapter 4 (Operation KPIs), shall apply to the foregoing.	KPIs) and Item 51 to Addendum #6
133.		Attention is drawn to the following amendment by the Tender Committee: deletion of Clauses 19 -21 of Appendix Q to the Agreement.	Clauses 19 – 21 of Appendix Q (Red Line General Specification)
134.		Attention is drawn to the new Appendix Z to the Agreement (Data Processing Agreement), which is published on the Owner’s FTP server.	Appendix Z to the Agreement (Data Processing Agreement)
135.	Q	The Tender Committee is kindly requested to clarify the Operator’s responsibility with respect to furniture and equipment.	Volume 3 – General
	A	The Operator is responsible, <i>inter alia</i> , for the furniture and the equipment for CSC’S and the Operator offices in all the Depots and any other asset supplied or used by the Operator, including without limitation the Welfare facilities.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
136.	Q	Please clarify the number of “sufficient reserve”.	Clause 4.4.7.4 to Chapter 1 Part I, Volume 3 <i>(Scope of Work)</i>
	A	The operational reserve shall be calculated and executed by the Operator based upon the following: 1. The Green Line and Purple Line fleet size detailed in Clauses 3.8 and 3.9 of Chapter 1 <i>(Scope of Work)</i>, Part I, Volume 3. 2. The maintenance reserve._ The applicable Service Scheme.	
137.	Q	1. Please clarify the Operator's compensation in case of the Project Companies delays in providing required inputs necessary to obtain permits/business licenses. 2. Please clarify the Operator's responsibilities regarding the obtaining of business license. 3. Please clarify if the Operator is responsible to obtain "tofes 4".	Clause 5.1.4 to Chapter 1 Part I, Volume 3 <i>(Scope of Work)</i>
	A	1. Please refer to Clause 13.9 of the Agreement. 2. As stipulated in Clause 5.1.4 to Volume 3, Part I, Chapter 1 <i>(Scope of Work)</i>, the Operator is responsible for "management of each and every facility dedicated to the Operation Services", including "Obtain permits / business licenses for the Stations including Special Stations – pursuant to the interface management procedures with the Project Companies (inputs to obtain business license to be provided by Project Companies)" 3. The Operator is not responsible for obtaining "tofes 4".	

Clarifications

Item No.	Q/A	Questions and Answers	Section
138.		Attention is hereby drawn to the following amendment by the Tender Committee to Chapter 1, Part III, Volume 3 (<i>Security and Emergency Preparedness Requirements</i>) - The following provision shall be added at the end of Clause 2.3: For the avoidance of doubt, the Operator is responsible for managing all types of emergency incidents. - The following provision shall be added at the end of Clause 2.4.4: For the avoidance of doubt, the Owner's Head of the Security and Emergency Department is solely responsible for the access control policy of the Green Line and the Purple Line. - Clause 6.1.3.5 shall be updated, replacing the current wording with the following: Managing/Assisting in crowd evacuation; - Clause 6.1.3.8 shall be updated, replacing the current wording with the following: Conducting security checks of visitors, suppliers, service providers, contractors and maintenance personnel based on the sole discretion of the Security manager appointed by the Owner. The Security manager appointed by the Owner may instruct the Operator to accompany visitors, suppliers and serve providers in the areas of the Green Line and Purple Line assets. Closing the Stations. - Clause 6.1.4 shall be updated, replacing the current wording with the following: The Security Unit shall secure special events in the LRT System and the Lines as per the decision of the Owner's Head of the Security and Emergency Department. The Security Unit shall secure such special events shall be in accordance coordinated and interfaced with the Operator's Operational Plan. Such special events include, but are not limited, to the following: - The numbering of Clause 6.2 shall be updated to Clause 6.1.9.2. - New Clause 6.1.9.3 shall be added to the Chapter, as follows:	Clauses 2.3, 2.4.4, 6.1.3.5, 6.1.3.8, 6.1.4, 6.2, 6.1.9.2, 6.1.9.3, 7, 7.8, 8, 8.1.2, 8.3, 8.5.11, 9.7, 10.8, 11.1, 12, 12.1 Volume 3, Part III, Chapter 1 <i>(Security and Emergency Preparedness Requirements)</i>

Clarifications

Item No.	Q/A	Questions and Answers	Section
		For the avoidance of doubt, all the cleaning personnel shall be required to undergo background checks and suitability checks relating to the aspect of security, according to chapter 10 of this document. The cleaning personnel needing to enter areas that are sensitive from a security perspective and compartmentalized in order to perform their tasks shall be required to undergo stricter checks. 8. Clause 7 shall become Clause number 6.6.6. 9. New Clause 6.6.7 shall be added, as follows: For the avoidance of doubt, the Operator shall coordinate and obtain the advance approval of the Owner's Head of the Security and Emergency Department for all its civil defense activities, including exercises, coordination, plans and procedures. 10. Clause 8 shall become Clause number 7.5.5. 11. New Clause 7.6 shall be added, as follows: For the avoidance of doubt, the Operator's Director of Security and Emergency shall not have any authority over the Green-Line or the Purple-Line, including in matters relating to the security method of the operation of the Lines' security unit. 12. Clause 8.3 shall be updated, replacing the current wording with the following: The Civil Defense Assignee shall coordinate and manage all the issues pertaining to civil defense on behalf of the Operator; shall serve as the point of contact between HFC the local authorities, the Owner, the Operator and the Project Companies; and shall be responsible for ongoing communication between the above entities in normal routine conditions and emergency situations 13. Clause 8.5.11 shall be updated, replacing the current wording with the following: Routine maintenance of the operational fitness of the institutional protected spaces (shelters – (Mamadim)) in the Green Line and the Purple Line. 14. Clause 9.7 shall be updated, replacing the current wording with the following: The Incident Response Plan will shall be submitted for to the Owner for approval no later than at least (18) months before prior to the	

Clarifications

Item No.	Q/A	Questions and Answers	Section
		Service Commencement Date. 15. New Clause 10.8 shall be added, as follows: For the avoidance of doubt, the level of the Security Clearance and Security background checks of Operator employees, whether directly employed by the Operator or by a subcontractor or a services provider, shall be determined solely by the Owner. The Operator shall be required to provide the Owner with the information required for the Security background checks prior to the recruitment of its employees and subcontractors and shall inform the candidates that their recruitment is conditional on their passing the Security Background checks. Throughout the Service period, The Owner may amend the level of Security Clearance required for personnel filling certain positions. 16. Clause 11.1 shall be updated, replacing the current wording with the following: General – the Operator shall procure, operate, maintain, and transfer to the Owner at the end of the Agreement Period, emergency equipment, which will be installed in the Stations, offices (such as Depot, passenger service center and so forth), Depots and onboard the Rolling Stock/Trains. This security equipment shall include the items listed below, as a minimum: For the avoidance of doubt, all the equipment in the list below is also required to comply with regulatory requirements and relevant standards. If any gap discrepancy and/or omission is found between the said list detailed below and a regulatory requirement and/or standard, the Operator will be responsible for closing the gap. 17. Clause 12 shall be updated, replacing the current wording with the following: Development of Access Management Plan and Procedures Access Management and the Development of an Access Management Plan and Procedures. 18. Clause 12.1 shall be updated, replacing the current wording with the following: As indicated above, the Owner's Security and Emergency Department bears overall responsibility for the physical security of the Green	

Clarifications

Item No.	Q/A	Questions and Answers	Section
		Line and Purple Line. As such, the Security and Emergency Department shall determine the access policy to restricted areas in the Green Line and Purple Line, as well as the access procedures to the restricted areas. The Owner's policy document and access procedures to restricted areas on behalf of the Owner shall be delivered provided to the Operator no later than one hundred and eighty (180) two hundred and seventy (270) Days before the receipt of the PTO . It is emphasized that the Operator is required to abide by instructions and guidelines of the Owner's Security and Emergency Division in all issues pertaining to access authorizations and permits for Green-Line and Purple-Line facilities, including the depot, underground stations and other facilities. The Owner's Security and Emergency Division reserves the right to amend and update the entry policy to restricted areas at its sole discretion. The Operator shall not have the right to object or appeal against the Owner's decision.	
139.		Attention is drawn to the following amendment by the Tender Committee: Clause 3.1.2 to Volume 3, Part III, Chapter 2 (<i>Operational Cyber Security Requirements</i>) shall be updated, replacing the current wording with the following: Once the ISS design, installation, integration, configuration and acceptance tests are completed by the Project Companies, and the Owner and the INCD have tested the ISS system and found no reason preventing its commercial operation from a cyber perspective, the Operator is obligated to accept full responsibility for the ISS and to operate it. All other issues relating to the ISS which may have been identified by the INCD and the Owner and which remain open after the commencement of commercial operation shall be addressed under the Operator's supervision and management.	Volume 3, Part III, Chapter 2 <i>(Operational Cyber Security Requirements)</i>

Clarifications

Item No.	Q/A	Questions and Answers	Section
140.	Q	The Tender Committee is kindly requested to confirm that the Peak Hour headway measured from terminal stations, along each Service Line, must be preserved until the end of the Peak Hour in accordance with Operation Service Scheme for the entire Purple Line, and for the entire of the Green Line, respectively, based on the corresponding peak times.	Volume 3, Part IV, Chapter 1 <i>(Operation Requirements)</i>
	A	Confirmed, subject to the provisions of Clauses 2 and 3 to Annex 1, Chapter 1, Part IV, Volume 3 .	
141.	Q	The Tender Committee is kindly requested to confirm that on the Green line, the same peak hour commencement rules (Section 2.1 of the Annex 1 Operation Service Scheme) must be applied for the afternoon peak hour on weekdays (from 17:00 to 21:00) and the morning peak hour on Fridays (from 7:00 to 11:00).	Volume 3, Part IV, Chapter 1 <i>(Operation Requirements)</i>
	A	Clause 1.2 to the Annex 1 (Operation Service Scheme) of Volume 3, Part IV, Chapter 1 (<i>Operation Requirements</i>) shall be updated, replacing the current wording with the following: For the purpose of this Annex 1, Peak Hours and off-Peak Hours per each Service Line shall mean the Peak and off Peak Hours detailed in the Demand Forecast (Appendix V to the Agreement). be defined from time to time by the Owner in accordance with operational criteria, <i>inter alia</i>, highest Frequency etc. For the removal of doubt, the Owner may determine more than one Peak Hours during the day, (e.g. Peak Hours for the mornings and Peak Hours for the afternoon etc.).	

Clarifications

Item No.	Q/A	Questions and Answers	Section
142.	Q	- What is the number of Trains that the Project Companies are obligated to provide to the Operator every morning before the beginning of Service? - What is the number of Trains under the responsibility of the Project Companies?	Clause 8.9.2 to Volume 3, Part IV, Chapter 1 <i>(Operation Requirements)</i>
	A	- The Project Companies maintenance reserve is 6% out of the total fleet (roundup), per each Line. The remaining Trains are available to the Operator to meet the requirements for the Operation (including Operation reserve). - Please refer to the Agreement (as ascribed in Clause 3.1 to the Agreement), <i>inter-alia</i>, Appendix M to the Agreement (<i>Operation Interfaces</i>).	
143.		Attention is drawn to the following amendment by the Tender Committee to the updated Chapter 3 (<i>Public Relations</i>), which replaces the published version.	Volume 3, Part IV, Chapter 3 <i>(Public Relations)</i>
144.	Q	The Tender Committee is kindly requested to clarify what kind of system is required to be set up and operated.	Clause 4.1 of Volume 3, Part IV, Chapter 3 <i>(Public Relations)</i>
	A	Please refer to Clause 4.1 in the updated Chapter 3 (<i>Public Relations</i>), according to which the words “setting up and operating” were deleted.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
145.	Q	The Tender Committee is kindly requested to amend the paragraph and to add to the end of it the words: “in designated places for publications as agreed between the Owner and Project Companies and provided for the Operator use”.	Clause 4.3 of Volume 3, Part IV, Chapter 3 (Public Relations)
	A	Denied.	
146.	Q	The Tender Committee is kindly requested to clarify what are the Operator’s obligations regarding Public Relations with respect to the website, application and social networks.	Clauses 2.7, 3.14.1, 3.18, 3.20, 6.3, 7, 8.7.5, 8.8.3, 8.9, 8.10, 8.13 Volume 3, Part IV, Chapter 3 (Public Relations)
	A	Please refer, <i>inter- alia</i> to Clauses 2.7, 3.14.1, 3.18, 3.20, 6.3, 7, 8.7.5, 8.8.3, 8.9, 8.10, 8.13 to Volume 3, Part IV, Chapter 3 (Public Relations) .	
147.	Q	The Tender Committee is kindly requested to consider starting to count the 15 minutes from the time the online support did not solve the passenger problem.	Clause 8.7.4 of Volume 3, Part IV, Chapter 3

Clarifications

Item No.	Q/A	Questions and Answers	Section
	A	Clause 8.7.4 of Volume 3, Part IV, Chapter 3 (<i>Public Relations</i>) shall be updated, replacing the current wording with the following: If necessary, an employee of the Operator will arrive to the location where the Passenger is experiencing the difficulty/ies, and shall provide such Passenger with frontal assistance within 15 30 minutes from the Passenger clicking on the help button (providing the service center assistance did not solve the problem).	(<i>Public Relations</i>)
148.	Q	The Tender Committee is kindly requested to clarify that the underground station of the Green Line will allow space for locating “The main Customer Service Center will span over no less than one hundred and fifty (150) square meters and will be located next to Even Gvirol Street and Arlozorov Street intersection in Tel Aviv”.	Clause 8.11 of Volume 3, Part IV, Chapter 3 (<i>Public Relations</i>)
	A	The main Customer Service Center <u>shall not</u> be located within the Green Line Station.	
149.	Q	The Tender Committee is kindly requested to clarify how many Customer Service Centers the Operator will be required to manage and operate.	Clauses 8.11.1 and 8.21.1 of Volume 3, Part IV, Chapter 3 (<i>Public Relations</i>)
150.	A	The Operator shall be required to manage and operate 5 Customer Service Centers. Main Customer Service Center for both the Green Line and the Purple Line, and two secondary Customer Service Centers for each of the Purple Line and the Green Line (a total of four secondary Customer Service Centers for both Lines).	

Clarifications

Item No.	Q/A	Questions and Answers	Section
151.	Q	The Tender Committee is kindly requested to clarify that the "Al-Hakav" service points, will be manned by the Ministry of Transportation.	Clause 8.11.3 of Volume 3, Part IV, Chapter 3 (Public Relations)
	A	Negative, the Operator shall man up and operate the “Al-Hakav” service points. The MOT shall provide the “Al-Hakav” service points.	
152.	Q	The Tender Committee is kindly requested to specify which populations are exempt from Validation.	Clause 5.16.1 to Volume 3, Part III Chapter 4 (Schedule Management and Reporting)
	A	Please refer to Clause 21.2.8 of the Agreement.	
153.		The attention of all potential Bidders is also drawn to Volume 3, Part III, Chapter 6 (Green Line Specific-Carlebach Station Interfaces) which is published on the Owner’s FTP server.	Volume 3, Part III Chapter 6 (Green Line Specific-Carlebach Station Interfaces)

Clarifications

Item No.	Q/A	Questions and Answers	Section
154.	Q	The Tender Committee is kindly requested to publish information regarding the Automated Fare Collection machines on the Red Line, Green Line and Purple Line.	Volume 4 – General
	A	The Tender Committee clarifies as follows: Regarding the Green Line and the Purple Line: There shall be at least one (1) TVM and two (2) CLMs at each platform per Stop and Station. Regarding the Red Line: There are at least two (2) TVMs and two (2) CLMs at each Stop and Station, besides Elifelet & Carlibach Stations in which there are at least four (4) TVMs and four (4) CLMs at each.	
155.	Q	The Tender Committee is kindly requested to refer the potential Bidders to the location in Volume 4 (or in any other Volume) which includes the required information detailed below: 1. The Distance between the Driver's rooms and the Terminal stops at each of the Lines; 2. The preliminary time schedules submitted by Project Companies; 3. Driver change point at depot (location outside of the depot drivers can enter / exit the Train during operation).	Volume 4 – General
	A	The Tender Committee clarifies the following: 1. The distance between the Driver's rooms along each of the Lines shall be under 200 meters from the terminal Stops of the Service Lines. 2. The preliminary time schedules submitted by the Project Companies shall not be published. For establishing such a schedule, please	



Clarifications

Item No.

Q/A

Questions and Answers

Section

use the already published details in the Agreement (as ascribed in Clause 3.1 to the Agreement).

3. The Driver change point location shall be part of the Operator's obligations, interfacing and cooperating with the Project Companies, pursuant to **Appendix M** to the Agreement (*Interface Agreement*).