



December 27, 2023
#2185451

To:
Potential Bidders

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

Addendum No. 9

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 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	1. Please confirm that earthing of the OHLE is done by the Project Companies' staff after the Operator's staff in the OCC have switched off the traction power. 2. Also please clarify what are the SLA requirements regarding OHLE earthing by the Project Companies.	General
	A	1. Please refer to Clause 10.4.11 of Appendix M to the Agreement (<i>Operations Interface</i>). 2. The SLA in this regard shall be coordinated between the Operator and the Project Companies subject to the Fire Brigade requirements.	
2.	Q	Please provide the definitions of “Operation Access Plan” and “Operation Services Levels”.	General
	A	For the term “Operation Access Plan” please refer to Clause 74 of the Project Company Agreement attached as part of Volume 4. For the term “Operation Services Levels” please refer to Clause 3.4 of Appendix M to the Agreement (<i>Operations Interface</i>).	
3.	Q	In the event that any of the Project Companies decide to participate in the Tender, how does the Tender Committee intend to ensure that the Project Companies do not have an unfair advantage over other Bidders in the Tender and that all Bidders are not discriminated against and have an equal chance to compete in the Tender Process?	ITB - Clause 1.7.5.
	A	Please refer to Clause 1.7.5 of the ITB and attachment 5 to Tender Form 7.	

4.	Q	The Tender Committee is requested to confirm that only Participating Entities registered as Foreign Companies are required to attach their certificate of registration as part of attachment 3 to Tender Form 7, whereas other Participating Entities that are not registered as Foreign Companies may attach other approvals and/or statements, in accordance with Clause 2.8.10 of the ITB.	ITB - Clause 2.8.10.
	A	1. Please refer to Clause 2.8.10 of the ITB, according to which: a. Each Participating Entity shall provide an authenticated copy of its certificate of incorporation and articles of association and/or minutes of incorporation, as attachment 2 to Tender Form 7 (<i>Participating Entity Information</i>); or b. If an Entity is not incorporated in the State of Israel, it shall provide the equivalent approvals and statements regarding its corporate registration in accordance with the laws in its domicile, as attachment 3 to Tender Form 7 (<i>Participating Entity Information</i>), as applicable. 2. Clause 2.8.11 of the ITB includes further details in this regard. 3. Clause 2.8.10 of the ITB shall be updated, replacing the current wording with the following: Each Participating Entity and/or Bidder shall provide an authenticated copy of its certificate of incorporation and articles of association and/or minutes of incorporation, as attachment 2 to Tender Form 7 (<i>Participating Entity Information</i>), or if the Participating Entity is not incorporated in the State of Israel it shall provide the equivalent approvals and statements regarding its corporate registration in accordance with the laws in its domicile, as attachment 3 to Tender Form 7 (<i>Participating Entity Information</i>), as applicable.	
5.	Q	The Tender Committee is requested to confirm that only financial statements of the Members and Guarantor (if applicable) should be attached as part of Tender Form 7 .	ITB - Clause 4.3.3.3.

	A	Denied. Please refer to Clause 2.8.12 of the ITB, accordance to with each Participating Entity is required to complete and submit Tender Form 7 (<i>Participating Entity Information</i>), including all attachments thereto.	
6.	Q	The Tender Committee is requested to confirm that only the Bidder (if applicable) and the Members shall sign the Bid [including the Tender Documents, and any additional documents submitted as part of the Bid but excluding Volume 3 (Operational Requirements) and excluding Volume 4 (information to Bidders)] and not all other Participating Entities.	ITB - Clause 7.4.
	A	Denied. Please refer to Clause 7.4.3 of the ITB.	
7.	Q	The Tender Committee is requested to confirm that the Financial Model may be submitted only as a soft copy.	ITB - Clause 7.7.
	A	Denied. The Financial Model shall be submitted per the requirements of the ITB, <i>inter alia</i> , also as a hardcopy per the number of copies set forth in ITB.	
8.	Q	The provisions of the section refer to an additional soft copy of the redacted information, whilst Clause 7.6 refers to a copy which does not include the sensitive information (i.e., redacted). 1. Please confirm that the fifth copy includes the Bid without the sensitive information. 2. Additionally, please confirm that such copy will only be provided as a soft copy and not a hard (printed) copy.	ITB - Clause 7.7.1.

	A	1. Clause 7.7 of the ITB specifies the format and number of copies of the Bid required to be submitted, <i>inter alia</i>, the submission of a redacted sensitive information soft copy (flash card), concealing clauses considered by the Bidder as commercially secret, confidential information, trade secrets or other proprietary information which should be protected from disclosure all as specified in Clause 7.6 of the ITB. Such soft copy shall be submitted in accordance with the instructions detailed in said Clause 7.6 of the ITB. 2. Per the above the wording of Clause 7.7.1 of the ITB shall be updated as follows: The Bid documents must be submitted, and clearly marked so on the header of the documents themselves, as one (1) “original” hard copy and three (3) identical hard copies labeled "identical copy to original" (four (4) hard copies altogether) and, as applicable, an additional soft copy of redacted sensitive information soft copy as described in Clause 7.6 above (<i>Identification of Sensitive Information</i>). 3. Confirmed. As detailed in Clause 7.6 of the ITB.	
9.	Q	The Tender Committee is requested to confirm that the “original copies” of the Bid documents, in accordance with Clause 7.7.1 of the ITB, may be submitted as a printed version of the scanned Bid documents stamped as “Original Copy” and signed with “wet ink” signatures.	ITB - Clause 7.7.1
	A	Confirmed.	
10.	Q	1. The Tender Committee is hereby requested to clarify the definition of the term "Service Line" in the ITB. 2. The Tender Committee is hereby requested to clarify if the following terms "S1", "S2", "S3", "Green Line Service Lines" and “Purple Line Service Lines" in the tables attached to Volume 3, Part 4, Chapter 1, Annex 1 “Operation Service Scheme” are the said Service Lines.	Annex A to the ITB(Definitions)

	A	1. As detailed in Annex A to the ITB (<i>Definitions</i>), the term “Service Line” with respect to the ITB, shall be used for demonstrating compliance, <i>inter alia</i>, with the Professional Threshold Requirements, the Technical Proposal, the Financial Proposal and the Technical Evaluation Criteria. 2. With respect to the Agreement, “Service Line” shall have the meaning ascribed thereto in Clause 187 of Appendix A to the Agreement (<i>Definitions</i>), including, but not limited to S1, S2, S3 which are part of the Green Line and the Purple Line.																								
11.	Q	The Tender Committee is kindly asked to add to the exchange rate table detailed in annex B, the RMB\US \$ exchange rate, as detailed in annex A to this letter	Annex B to the ITB (Currency Exchange)																							
	A	1. The table detailed in Clause 1 “Annual Average Exchange Rates for End of Fiscal Year December 31st:” of Annex B to the ITB (<i>Currency Exchange</i>) shall be updated, as follows: <table border="1"> <thead> <tr> <th>Currency</th><th>2020</th><th>2021</th><th>2022</th></tr> </thead> <tbody> <tr> <td>EUR</td><td>3.9252</td><td>3.8216 3.8196</td><td>3.5361</td></tr> <tr> <td>USD</td><td>3.4367</td><td>3.2299 3.2293</td><td>3.3577</td></tr> <tr> <td>GBP</td><td>4.4130</td><td>4.4449 4.4430</td><td>4.1511</td></tr> <tr> <td>AUD</td><td>2.3766</td><td>2.4283 2.4269</td><td>2.3317</td></tr> <tr> <td>RMB</td><td>0.4978</td><td>0.5006</td><td>0.4990</td></tr> </tbody> </table>		Currency	2020	2021	2022	EUR	3.9252	3.8216 3.8196	3.5361	USD	3.4367	3.2299 3.2293	3.3577	GBP	4.4130	4.4449 4.4430	4.1511	AUD	2.3766	2.4283 2.4269	2.3317	RMB	0.4978	0.5006
Currency	2020	2021	2022																							
EUR	3.9252	3.8216 3.8196	3.5361																							
USD	3.4367	3.2299 3.2293	3.3577																							
GBP	4.4130	4.4449 4.4430	4.1511																							
AUD	2.3766	2.4283 2.4269	2.3317																							
RMB	0.4978	0.5006	0.4990																							

2. The table detailed in Clause 2 “*Currency Exchange Rate for December 31st:*” of **Annex B** to the ITB (*Currency Exchange*) shall be updated, as follows:

Currency	31-12-2022
EUR	3.753
USD	3.519
GBP	4.2376
AUD	2.3913
RMB	0.5102

12. **Q** According to the first paragraph of the referenced clause, “[...] any additional revenue source shall be excluded from the Financial Model base case scenario results”. The closing paragraph states that “[...] the Financial Model shall include the assumptions and infrastructure (modeling) for all additional revenues source”. The Tender Committee is kindly requested to clarify the paragraphs.

Annex D to the ITB (The Financial Proposal) - Clause 2.5

A As stipulated in Clause 2.5 of Annex D to the ITB, any additional revenue source shall be excluded from the Financial Model base case scenario results. Bidders are encouraged to carefully examine the requirements detailed in Clause 2 of **Annex D** to the ITB for further instructions regarding the Financial Model, including but not limited to the following instruction: “*For the avoidance of doubt the Financial Model shall include the assumptions and infrastructure (modeling) for all additional revenues source under the Agreement including Bidder assumptions related to those revenues*”.

13. **Q** The Tender Committee is requested to clarify whether when presenting different scenarios within the Financial Model, it should be assumed that variations in expenses of labor costs (for example) during the Mobilization Phase shall also be applied to the Operation Phase.

Annex D to the ITB (The

	A	Bidders are encouraged to carefully examine the scenarios under Clause 2.13 of Annex D to the ITB, which include, <i>inter alia</i> , scenarios impacted by changes in labor costs during the Operation Phase.	<i>Financial Proposal</i>
14.	Q	Please clarify whether payment of municipal tax for the OCC is the responsibility of the Project Company or the Operator.	Annex D to the ITB (The Financial Proposal) - Clause 3.2.11
	A	The Operator shall not be responsible for payment of the municipal tax for the OCC.	
15.	Q	Please provide the tax authorities with pre-ruling as mentioned in the ITB.	Annex E to the ITB (Evaluation of the Financial Proposal)
	A	The wording "...and with the tax authorities pre-ruling, provided as part of the Tender Documents..." shall be deleted from the table in Clause 1.1 of Annex E to the ITB (<i>Evaluation of the Financial Proposal</i>).	
16.	Q	The Tender Committee is requested to clarify that the "written confirmation" referred to in Clause 7.4.1 of the ITB with respect to Tender Form 2 is the attorney's confirmation.	Tender Form 2
	A	Confirmed.	

17.		Following the publication of Volume 4 , Attachment 6 to Tender Form 7 shall be updated and replaced with a new modified attachment . Such new updated modified version of Attachment 6, shall be published in due course.	Tender Form 7 - Attachment 6
18.		Attention is drawn to the following amendments by the Tender Committee to Tender Form 9 which shall update and replace the current wording of said Tender Form 9: Tender Form topic: “Experienced Operator [Which is not a Member Alternative B Only] Undertakings” Second Paragraph: <i>“To be completed and signed by the Experienced Operator which is not a Member (under Alternative B only) which the Bidder has relied upon for the purpose of demonstrating compliance with the Professional Threshold Requirements in accordance with Clause 4.2.2 of the ITB (Alternative B – Reliance on an Experienced Operator and an Experienced Public Transportation Operator (if applicable”</i> The first identity of the signees: <i>“(insert name of the Experienced Operator which is not a Member under Alternative B only)”;</i> Clause 1.4: The Experienced Operator shall fulfill the obligations detailed in Tender Form 12 (Principles Of Engagement With The Experienced Operator under Alternative B only and the Experienced Public Transportation Operator).	Tender Form 9
19.		Attention is drawn to the following amendments by the Tender Committee to Clause 1.4 of Tender Form 10 which shall update and replace the current wording of said Tender Form 10: “The Relying Entity shall carry out, at least, the obligations and responsibilities in accordance with Tender Form 9 (<i>Experienced Operator [Alternative B only] 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>).	Tender Form 10
20.	Q	The Tender Committee is requested to clarify whether Tender Form 12 can be submitted separately by the Experienced Operator and by the Experienced Public Transportation Operator.	Tender Form 12 Principles Of

	A	Denied. Tender Form 12 shall be jointly submitted, by the Experience Operator and the Experienced Public Transportation Operator, following its completion and signature.	<i>Engagement With The Experienced Operator which is not a Member and the Experienced Public Transportation Operator</i>
21.		Attention is drawn to the following amendments by the Tender Committee to Tender Form 12: 1. The words “which is not a Member” shall be deleted from the subject matter of Tender Form 12 ; 2. The words “which is not a Member”, in the second paragraph of Tender Form 12, shall be replaced with the wording “Under Alternative B only”. 3. The words “which is not a Member” in the first Line of Annex 1 to Tender Form 12, shall be replaced with “Under Alternative B only”.	Tender Form 12 <i>Principles Of Engagement With The Experienced Operator which is not a Member and the Experienced Public Transportation Operator</i>

22.		Clause 5 of Tender Form 12 shall be updated, such that the current wording of said clause shall be replaced with the following wording: "The Owner shall approve or deny the signed Subcontractor Agreement within 90 days following the Letter of Award's date Signature Date. For each week, following such 90 days, which the Subcontractor Agreement wasn't approved by the Owner as a result of violation of the <i>Principles for Operation Service Agreement</i>), the Successful Bidder shall pay "Class D" liquidated damages in accordance with the provisions of Clause 3 (<i>mutandis-mutanda</i>) of ("Liquidated Damages per Class") of Volume 2, Appendix B (<i>Operation Services Timeline and Milestones</i>) the provisions of which shall apply <i>mutandis-mutandis, hereto</i>.	Tender Form 12 – Clause 5 <i>Principles Of Engagement With The Experienced Operator which is not a Member and the Experienced Public Transportation Operator</i>
23.	Q	The Tender Committee is requested to add the clause reference in Clause 4.5 of attachment 1 of Tender Form 12.	Tender Form 12 – Attachment 1
	A	Clause 4.5 of attachment 1 to Tender Form 12 shall be updated, replacing the current wording of same with the following wording: "During the first 5 years of Operation, the Experienced Operator shall assist the Operator submitting any need report to the Owner, as an expert, including , but not be limited to, the following information regarding the Services and in accordance with the provisions of Volume 3, Part III Chapter 4 (<i>Schedule Management and Reporting</i>) and, inter alia, Operation performances (KPI results, analysis of unique events and etc.), Recommendation for performance improvement strategies;, including updates of the overhauls and obsolescence plan with information about amounts spent and due to be spent; training plan status including future activities; risk analysis and management; Anti-fare-evasion activities.	<i>Principles for Operation Service Agreement</i>

24.	Q	The Tender Committee is requested to confirm that Members who submitted Financial Statements within attachment 1 to Tender Form 7 are not required to submit the Financial Statements within attachment 1 to Tender Form 13 as well.	Tender Form 13 - Attachment 1
	A	Denied. The Participating Entities shall attach and submit the Financial Statements to each Tender Form separately in accordance with the requirements of each Tender Form.	
25.		The current wording of Clause 1.1 of Tender Form 21 shall be updated and replaced by the following wording: 1.1. "The Purple Line - Mobilization Phase Fixed Payments Weighted Index composition Table detailed in sub-Section 2.1 below, the Green Line - Mobilization Phase Fixed Payments Weighted Index composition Table detailed in sub-Section 2.2 below, the Purple Line - Operation Period Payment Weighted Index composition detailed in sub-Section 2.3 below, the Green Line - Operation Period Payment Weighted Index composition Table detailed in sub-Section 2.4 below shall be referred to as "Weighted Indices Composition Tables".	Clause 1.1 of Tender Form 21
26.	Q	The Tender Committee is kindly requested to allow additional indexation mechanisms relating to public transport drivers' costs, as follows: - (i) an index, such as index 440090 (Drivers) used in other Bus Operation Tenders in Israel; -Or (ii) to allow an adjustment of payments in the event of signing new Collective Agreements relating to the Operator's drivers.	Tender Form 21 - Clauses 2.1 – 2.4
	A	Denied.	

27.	Q	The Tender Committee's attention is brought to the apparent inconsistency between, Form 21 (C. 2.1-2.2) which allows indexation to the AWI and Appendix D to Volume 2 (C. 2-3) which does not refer to such indexation. In this respect, please be advised that allowing indexation to the AWI during the Mobilization Phase is paramount for the Bidder's ability to hedge its costs. In light of the above, the Tender Committee is requested to confirm that indexation to the AWI during the Mobilization Phase is permissible.	Tender Form 21 (Tender Price Adjustment for Operation) and Appendix D to the Agreement (Adjustment of Payment)
	A	Tender Form 21 (<i>Tender Price Adjustment for Operation</i>) shall be updated in a manner that AWI shall be part of "Table 1 – Purple Line - The Mobilization Phase Fixed Payments Weighted Index Composition" and "Table 2 – Green Line - Mobilization Phase Fixed Payments Weighted Index composition".	
28.	Q	The Tender Committee is kindly requested to amend Tender Form 21 in order to allow linkage to the transportation industry average wage index (in addition to the AWI index)	Tender Form 21 (Tender Price Adjustment for Operation) and Appendix D to the Agreement (Adjustment of Payment)
	A	Denied.	
29.	Q	Please clarify that the Operator will have the right to deliver comments as part of its observatory role during the Testing and Commissioning activities.	Agreement - Clause 14.3.4
	A	Clause 14.3.4 of the Agreement shall be updated, replacing the current wording with the following wording: "The Operator shall, at the request of the Owner, participate as an observer in any Testing and Commissioning activities. For the avoidance of doubt, participation as an observer shall not entitle the Operator to any additional rights not explicitly set out in this Agreement. Comments by the Operator on the Testing and Commissioning activities shall be made subject to the Owner's request. "	

30.	Q	Please amend the provisions of this clause. The Owner must be responsible for the Direct Contractors mentioned in the Clause.	Agreement - Clause 19.3.3
	A	Denied.	
31.	Q	Please delete clause 22.1.3 to the Agreement since the life expectancy of the various systems and parts, is determined by the Project Companies.	Agreement - Clause 22.1.3
	A	Denied.	
32.	Q	Any malfunctions in the performance of the Passenger Validation and Passenger Ridership measurement systems can cause damage to the Operator. The Tender Committee is kindly requested to provide a clear and efficient mechanism for compensating the Operator (if and when needed) in this regard.	Agreement - Clause 30.8
	A	1. Please refer to Clause 5.12.8 of Volume 3, Part III, Chapter 4 (<i>Schedule Management and Reporting</i>) for the requested mechanism. 2. A new Clause 30.8.10 shall be added to the Agreement as follows: For the removal of doubt, Clause 5.12.8 of Volume 3, Part III, Chapter 4 (<i>Schedule Management and Reporting</i>) shall apply in cases of failure or malfunction of the Passenger counting system.	
33.	Q	The Tender Committee is hereby requested to clarify the division of reimbursement of electricity consumption cost of the LRT System and the Alignment.	Agreement - Clause 30.19.2

	A	Please refer to Addenda #6, RFC No. 30.	
34.	Q	The Tender Committee is kindly requested to clarify whether the Operator is allowed to procure electricity from suppliers other than the IEC.	Agreement - Clause 30.19.2
	A	New Clauses 30.19.4 and 30.19.5 shall be added to the Agreement, as follows: " 30.19.4 Prior to the registration of the Operator as the electricity consumer in any electricity provider, the Operator shall request prior written approval from the Owner (i) for the identity of the electricity provider; and for (ii) the contract between the electric provider and the Operator (including submitting the Owner with such contract). 30.19.5 Without derogating from Clause 30.19.4 above, it is hereby clarified that the Owner may instruct the Operator, at its sole discretion, to engage any specific electricity providers at any time during the Agreement Period, and the Operator shall comply with any such instruction and hereby waives any claims or demands against the Owner with respect to the forgoing. one of the foregoing nor any instruction related thereto shall constitute or amount to or be considered or deemed to be a Change.	
35.		The current wording of Clauses 36.6.8 and 36.6.10 of the Agreement, shall be updated and replaced with the following wording: 36.6.8. 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 under this Agreement. 36.6.10. The Parties Owner shall not have any liability arising out of or in connection with this Agreement, whether by way of indemnity, damages or otherwise and whether in this Agreement, negligence or otherwise, for indirect, consequential, multiple or punitive damages, loss of profit, revenue or opportunity suffered by the Owner or the Operator or any of its Subcontractors or suppliers.	Agreement - Clauses 36.6.8 and 36.6.10

36.		The current wording of Clauses 41.1.1.2 and 41.1.3.1 of the Agreement, shall be updated and replaced with the following wording: 1. 41.1.1.2 <i>Should not have been foreseen by such Party, except in respect of war and terrorist activities, in which respect the requirement that the event should not have been foreseen shall not apply;</i> 2. Clause 41.1.3.1 shall be deleted.	Agreement - Clause 41 <i>(Force Majeure)</i>
37.	Q	As it is the Operator's responsibility to perform system/components checks during Vehicle handover between the Project Company and the Operator, the Tender Committee is hereby requested to provide the Bidder with all the requisite procedures and protocols according to which it must perform its obligations.	Clauses 27.2 and 28.2 of Annex A to Appendix M to the Agreement <i>(Operation Interfaces)</i>
	A	As stipulated in Appendix M to the Agreement (<i>Operation Interfaces</i>), such procedures shall be coordinated between the Operator and the Project Companies.	
38.	Q	The Tender Committee is requested to clarify that the licensing of the Israeli commissioner of capital markets, insurance and saving shall not be required with respect to an insurer which is rated S&P "A-" or A.M. Best "A-."	Clause 1.2.2 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. It is clarified that foreign insurers are also required to be licensed by the Israeli commissioner of capital markets.	

39.	Q	The Tender Committee is requested to make the following changes to the definition of "Additional Insured Parties": (1) delete the words "contractors and subcontractors" in clause (i); (2) delete clauses (ii),(iii),(iv); (3) add to clause (v) that the mentioned parties shall not count as Additional Insured Parties regarding their professional liability.	Clause 1.3 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Clause 1.3 of Appendix N to the Agreement (<i>Insurance Policies</i>) shall be updated, replacing the current wording with the following: “Additional Insured Parties” shall mean each and all of the following: (i) the Purple Line and Green Line Project Companies (hereinafter: the "Project Companies") and their agents and representatives, subsidiaries. (ii) all other Subcontractors, agents and representatives, subsidiaries, contractors and subcontractors (of any tier) of the Operator employed or retained, as part of the services. The additional Insured Parties shall not count as Additional Insured regarding their professional liability.	
40.	Q	The Tender Committee is requested to delete the words "malicious or intentional damage, strike, lockout, riot, civil commotion, spontaneous combustion" from the said clause.	Clause 2.1.1 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	
41.	Q	The Tender Committee is requested to delete the provision stating that for the purpose of earthquake/natural perils coverage, the entire project and site shall be defined as one site.	Clause 2.1.2 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	

42.	Q	The Tender Committee is requested that regarding damage to LRT system/rolling stock, the requested cover shall be sub limited to 5,000,000 USD.	Clause 2.2.1 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	
43.	Q	The Tender Committee is requested to change the Indemnity Period to twelve (12) months.	Clause 2.2.3 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	
44.	Q	The Tender Committee is requested to change the sum for Denial and/or obstruction and/or prevention extension of access to be up to 5,000,000 USD (instead of 10,000,000 USD).	Clause 2.2.5 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	
45.	Q	The Tender Committee is requested to delete the demand to procure and maintain a professional liability insurance.	Clause 2.3 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	

46.	Q	The Tender Committee is requested to delete the clause.	Clause 2.4.2 (2) of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	
47.	Q	The Tender Committee is requested to delete the demand to obtain additional insurance coverage to bring the limits of liability back to the minimum amount after diminishing 25% or more from the said limit of liability.	Clause 2.4.2 (5) of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	
48.	Q	The Tender Committee is requested to delete the demand to maintain Worker's compensation insurance in addition to Employer's Liability Insurance.	Clause 2.6 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	
49.	Q	The Tender Committee is requested to delete the clause.	Clause 2.8 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	

50.	Q	The Tender Committee is requested to change the limits of liability to 2,000,000 USD. In addition, the Tender Committee is requested to delete the demand to name the Owner and the State of Israel as beneficiaries for the policy's interests.	Clause 2.9.2 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	
51.	Q	The Tender Committee is requested to determine that if the Operator demonstrated to the Owner that cyber insurance under the requested conditions stipulated in clause 2.10.2 of Appendix N, is not achievable in the insurance market at the relevant time, the conditions required will be automatically reduced to the then achievable conditions, as shall be demonstrated by the Operator.	Clause 2.10.3 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	
52.	Q	The Tender Committee is requested to determine that regarding damage to LRT system/rolling stock, the requested cover shall be sub limited to 5,000,000 USD.	Clause 2.11.1 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	
53.	Q	The Tender Committee is requested to change the demand to 30 days.	Clause 2.11.3 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	

54.	Q	The Tender Committee is requested to delete the provision.	Clause 3.1.1 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	
55.	Q	The Tender Committee is requested to delete the words "anyone on their behalf" with regards to the waiver of the insurer of the right of subrogation.	Clause 3.1.2 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	
56.	Q	The Tender Committee is requested to change the prior notice period to sixty (60) days.	Clause 3.3.1 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Confirmed. The prior notice period will be updated to sixty (60) days.	
57.	Q	The Tender Committee is requested to delete the clause, or alternatively, determine that only a failure of the Operator to comply with the provisions of the Appendix which was not fixed within 30 days following Owner's notice shall entitle the Owner with the remedies specified in sub-clauses 3.3.5(i)-(ii).	Clause 3.3.5 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	

58.	Q	The Tender Committee is requested to delete the 30 days period, and to determine instead that the Operator shall be required to submit new cover note prior to expiration of any Insurance Policy.	Clause 3.4.1 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Instead of 30 days, the clause shall be updated to 14 days.	
59.	Q	The Tender Committee is requested to change the demand so that the Operator shall furnish all such coverage notes and any other information within sixty (60) days following the date on which the Insurance Policy is required to enter into effect.	Clause 4.2 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	
60.	Q	The Tender Committee is requested to delete the requirement to provide the Owner with the signed insurance policies and to determine that the Operator shall only be required to provide the insurance certificate.	Clause 4.4.1 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Clause 4.4.1 of Appendix N to the Agreement <i>(Insurance Policies)</i> shall be updated, replacing the current wording with the following: "The Operator shall forthwith provide the Owner with evidence or certificate of insurance or policies signed by its insurer / broker, in accordance with the requirements and conditions of this Appendix N. However, notwithstanding the foregoing, the Owner shall nevertheless be and remain entitled, at his sole discretion, to require that the Operator will submit both the certificates of insurance and the insurance policy documents (signed by its insurer/insurance broker)."	

61.	Q	The Tender Committee is requested to delete the requirement to receive Owner's approval for the Insurance Policies, and to delete the referenced clauses. The Owner shall receive the insurance certificates following signature of the insurer.	Clause 4.5 – 4.7 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	
62.	Q	The Tender Committee is requested to determine that the Owner will not unreasonably withhold its approval of a requested change.	Clause 4.8.1 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. wording will remain unchanged.	
63.	Q	- The Tender Committee is kindly requested to introduce more guidelines within Appendix R to the Agreement, pertaining to the transfer of the Operation of the Red Line to the Operator, including upon the handover of the Red Line to the Operator, a detailed survey will be prepared, outlining the Red Line's condition documenting any defects existing at such time; and - That the Operator shall not be held liable for such defects or the consequences thereof, including failure to meet KPIs, Liquidated Damages, etc.	Appendix R to the Agreement <i>(Appendix R - Principles of the Transfer of the Operation of the Red Line to the Operator)</i>
	A	- All details regarding the Transfer of the Operation of the Red Line to the Operator, including any guidelines (if applicable) determined as necessary by the Owner, shall be provided at the Owner's discretion in the event the Owner decides to expand the Services in such a way the Operator shall operate the Red Line. - Wording shall remain unchanged.	

64.	Q	Please provide the service start time, service end time, and train frequency for each Red Line service line for Fridays and Saturdays (the “ Schedule ”).	Appendix Q to the Agreement <i>(Red Line General Specification)</i>
	A	Please refer to Dankal's website for the requested information. Bidders should note that the Schedule may change from time to time, and it is not part of the Owner's obligations with respect to the Tender, and the Operator hereby waives any claim and/or demand with respect to the Schedule.	
65.	Q	Please amend Clause 5 of Appendix Y such that the requirement from the Operator is to hire and perform basic general training of the employees and make them available for training for their respective duties by no later than the applicable commencement date specified in Appendix Y .	Appendix Y to the Agreement <i>(Binding Personal Requirements Plan)</i>
	A	Denied.	
66.	Q	According to Clause 12.7, the Operator is required to submit for the Owner’s approval, an access control plan, no later than 60 days after the Service Commencement Date. The above-mentioned requirement contradicts the requirement to recruit the CISO within 6 months after the Service Commencement Date. (4 months according to C. 5.4.12.1 of volume 3, Part IV, Chapter 1).	Clause 3.5.1.1 of Volume 3, Part III Chapter 2 <i>(Cyber Security Operational Requirements)</i>
	A	Denied. The referenced clauses are not contradictory.	
67.	Q	The Tender Committee is kindly requested to clarify the Owner's encryption policy.	Volume 3, Part II, Chapter 9 <i>(Information Security Requirements)</i>
	A	The Owner's encryption policy is dynamic and determined by the Owner at its sole discretion in accordance with the then current prevailing circumstances.	

		i.e., the relevant information shall be encrypted by commercial encryption tools (which comply with the applicable standards) and uploaded to a local network and/or cloud and/or e-mail and/or etc. The Operator shall be obligated to comply with the Owner's encryption policy , and any updates thereto,at its own expense.	
68.	Q	The Tender Committee is hereby requested to provide the Bidder with information regarding whether: - Any part of the Tracks is controlled by a "moving blocks" train control system? - Any fixed blocks exist and the positioning of the signaling along the Tracks. - Multiple-aspects of the blocks (if such exist).	Clause 3.6 of Annex 3 to Volume 3 Part IV, Chapter 1 <i>(Operation Requirements)</i>
	A	- Denied. - Denied. - Denied.	
69.	Q	Please confirm that at all times during Commercial Operation, each underground station must have 1 station master and 2 deputy station masters working simultaneously.	Clause 8.8.5.1 of Volume 3 Part IV, Chapter 1

	A	1. Confirmed. 2. Clause 8.8.5.1 shall be updated, replacing the current wording with the following: "Sunday – Thursday, during Commercial Operation (working simultaneously): one (1) certified Station Master and two (2) deputies.	<i>(Operation Requirements)</i>
70.	Q	Please confirm that the Operator must establish a dedicated team for reviewing and issuing permits for access to the Lines.	Clause 8.8.8 of Volume 3 Part IV, Chapter 1 <i>(Operation Requirements)</i>
	A	Denied. The Operator shall fulfil its obligations as stipulated in Clauses 8.8.8.1 – 8.8.8.3 of Volume 3 Part IV, Chapter 1 <i>(Operation Requirements)</i>, by any necessary means it deems necessary. With respect to “issuing permits” it may be part (or not) of the procedures which shall coordinated with the Project Companies or other procedures mentioned in such Clauses.	
71.		The second word (which is “Owner”) in Clause 5.1 of Volume 3, Part IV, Chapter 2 <i>(Rail Safety and Permit to Operate)</i> shall be deleted and replaced with the word “Operator”.	Clause 5.1 of Volume 3, Part IV, Chapter 2 <i>(Rail Safety and Permit to Operate)</i>

72.	Q	The Passenger Service availability will be derived, mostly, from the availability of the Systems and Rolling Stocks. The Tender Committee is requested to amend the KPI formula, in a way that will take into account situations in which, failure to meet the relevant KPIs, is due to unavailability of the Systems and/or Rolling Stocks.	Clause 6.4 of Volume 3, Part IV, Chapter 4 (Operation KPIs)
	A	Denied, please refer to Clause 3 (Dispute Resolution) of Volume 3, Part IV, Chapter 4 (Operation KPIs) .	
73.	Q	The Tender Committee is hereby requested to provide the Bidder with the technical specifications of the rolling stock, specifically, but not limited to, the following: 1 .Length [m]; 2 .Number of modules; 3 .Weight [ton]; 4 .Traction Mass [ton]; 5 .Motorized Axles; 6 .Non-Motorizes Axles; 7 .Rotating Mass Coefficient;[%] 8 .Maximum Acceleration [m/s²]; 9 .Service Break [m/s²]; 10 .Emergency Brake [m/s²]; 11 .Maximum Speed [km/h]; 12 .Forward Resistance Coefficient A [KN]; 13 .Forward Resistance Coefficient B [KN/(km/h)]; 14 .Forward Resistance Coefficient C [KN/(km/h)²]; 15 .Adherence Coefficient; 16 .Brake Weight [ton]; 17 .Adherent Weight [ton]; 18 .Effort vs. Speed Curve (for acceleration and brake); 19 .Acceleration vs. Speed Curve; 20. Deceleration vs. Speed Curve; 21.Track alignment – DWG; 22. Position and length of all depots, termini, stops, stations and platforms – DWG; 23. Turnouts and Crossovers (including in the termini) - DWG; 24. Tunnels - DWG; 25. Kilometrage along the line – DWG; 26 At-grade crossings along the line – DWG; 27. the KM position (both start and end) of each of the depots, termini, stops and stations; 28. the KM position (both start and end) of each at-grade crossing; 29. specifying each section of the tracks, including: begin KM of each section; End KM of each section; Maximum permitted speed in each section (the lower of the physical restrictions and the municipal restrictions); Vertical slope of each section; Length of each section.	Volume 4

	A	Please refer to the published Volume 4 for the relevant information and address again if needed.	
74.	Q	The Tender Committee is hereby requested to clarify all valid positions along the tracks (outside the Depot) which are permitted to be used as Train stabling positions.	Volume 4
	A	Please refer to Volume 4 - “Stabling General Layout”.	
75.	Q	Please clarify what premises / training rooms / facilities and in which location will be provided to the Operator for its staff.	Volume 4
	A	Please refer to the published Volume 4 .	