March 20, 2024
#2240496

To:

Potential Bidders

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

Addendum No. 14

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

<table>
<tr><th colspan="4">Clarifications</th></tr>
<tr><th>Item No.</th><th>Q/A</th><th>Questions and Answers</th><th>Section</th></tr>
<tr><td>1.</td><td></td><td>The Tender Committee has decided to change and postpone the submissions dates, as follows:
<table>
<tr><td>Last date for submission of Requests for Clarification by the Bidders</td><td>15.02.2024</td></tr>
<tr><td>Last date for submission of Bidder's Notification</td><td>25.01.2024</td></tr>
<tr><td>Last date for submission of Requests for Clarification by the Bidders regarding only to Tender Form 6 and Clause 30.11 of the Agreement</td><td>04.04.2023</td></tr>
<tr><td>Last Date for Submission of the draft Bid Bond</td><td>01.05.2024</td></tr>
<tr><td>Publication of Bid Submission Indices and Bid Submission Exchange Rates</td><td>20.05.2024</td></tr>
<tr><td>Bid Submission Date</td><td>30.05.2024 by no later than 14:00.</td></tr>
<tr><td>Bid Bond Expiry Date</td><td>29.05.2025</td></tr>
</table>
</td><td>Volume 1, Part I (Invitation to Bid)
Clause 1.8</td></tr>
</table>

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
2.	**Q**	1. The bidder kindly requests the Tender Committee to publish its assumptions concerning the average commercial speed; 2. Please provide for each of the 3 Lines fully detailed roundtrip simulation including all the assumptions (including turnback times, time from and to each depot to each terminus) The Tender Committee is hereby requested to provide the Bidder with information regarding the traffic signaling and control system at the At-Grade crossings. Specifically, but not limited to the following: (1) Expected priority at each of the crossings; (2) Expected average delays at each of the crossings.	**General**
	A	Please refer to new **Tender Form 6** and new provisions of the Agreement, which were uploaded to the Owner FTP.	
3.	**Q**	Please clarify the followings: 1. What simulators will be delivered by the Project Companies to the Operator; 2. Will a power SCADA simulator will be used for training purposes; 3. Will the simulators be delivered to the Operator fully functional together with documentation; and 4. Will the simulators be ready to be used before the start of Instructors training	**Clauses 5.2.2 (vi) of Annex C to the ITB** (*Technical Evaluation*

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
	A	1. Cab Simulator. Please refer to the specification document, which was uploaded to the Owner's FTP. Clause 3.1.2 of the Agreement shall apply regarding such specific action; *mutatis mutandis;* 2. Negative; 3. Please refer to **Appendix M** of the Agreement *(Operation Interfaces)*; 4. Please refer to the "Task Allocation Matrix", under Clause 36 of the **Appendix M** of the Agreement *(Operation Interfaces).* For removal of doubt, the Project Companies are obligated to the completion of the Instructor's training, with or without such simulators.	*Criteria (TEC) - Scoring Methodology*)
4.	**Q**	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.	**Annex D to the ITB** (*The Financial Proposal*)
	A	Confirmed, the decrease relates to changes to the Baseline Scheme Commercial Kilometer be in accordance with Clause 16.3 of the Agreement.	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
5.	**Q**	1. The Tender Committee is requested to remove the Operator's entitlement to the Mobilization Phase of either of the Lines if the Operator is affiliated or associated with the respective Project Company. 2. The Tender Committee is also requested not to include Purple Line - Mobilization Phase Fixed Payments and Green Line - Mobilization Phase Fixed Payments into the Sum of Payments for the WP calculation.	**Clause 3.4 of Annex F to the ITB** (*The Price Proposal - Submission Instructions*)
	A	1. Denied. 2. Denied	
6.	**Q**	1. The Tender Committee is kindly requested to disclose to the Bidders the additional information regarding the Red Line, such as main commercial terms, number of passengers etc. 2. The Tender Committee is kindly requested to provide the actual monthly electricity consumption costs for the Red Line.	**Clause 10.3.2 to the Agreement**
	A	1. Please refer to Item #130 of Addendum #13, which includes additional information regarding the Red Line.	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
		2. Please refer to the attached electricity consumption of the Red Line, as published on the Owner FTP. For removal of doubt, Clause 3.1.2 of the Agreement shall apply regarding the said attached, *mutatis mutandis*.	
7.	**Q**	The Tender Committee is requested to amend the referenced definition of "Commercial Kilometer" in a manner that it shall include "turnback".	**Clause 16.3.5 of the Agreement**
	A	Denied. Please refer to the updated definition of Commercial Kilometer, Item#100 of Addendum #13 the updated definition.	
8.	**Q**	1. The Tender Committee is kindly requested to clarify and/or provide (as applicable) additional information regarding **Appendix V** of the Agreement *(Demand Forecast)*, *inter alia,* the surveys on which the Demand Forecast has been elaborated, off peak of the demand data, etc. 2. We note that Begin, Hatzmaut and Jabotinsky in Givat Shmuel do not appear on the routes maps. Please clarify the status of these three stations.	**Clause 21.1 of the Agreement**

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
	A	1. The relevant information and details regarding the Demang Forecast were published as part of **Appendix V** of the Agreement (*Demand Forecast)*, as reference only (please refer to Clause 21.1.1 of the Agreement). The potential Bidders may perform additional survey etc. (solely on its own risk and cost) for any additional information in this regard. 2. The said Stops are part of futuristic extension of the Purple Line, in accordance with Owner sole discretion. For removal of doubt, the Said Stops are not included (and priced) under the Bid. In case the Owner shall decide to extend the Line, the Services shall be provided by the Operator in accordance with, *inter alia,* with Clause 16.3 of the Agreement.	
9.	**Q**	According to the referenced section, the Operator must transfer to the Owner the collected fares one Business Day following each day of operation. The Tender Committee is kindly requested to change the frequency of transfer of fares to once a month, due to credit cards matching and calculations of the Increased Allowance Incentive.	**Clause 21.2.17 of the Agreement**
	A	The wording of Clause 21.2.17 of the Agreement shall be updated, by replacing the current wording with the following:	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
		21.2.17. The Operator shall transfer (including via a tri-party agreement between the Operator, Owner's bank and Operator's collection company subcontractor) directly (without an intermediary operating bank) to the Owner's designated bank account all fares (including any Increased Payments resulted from Fare evasion therefrom) as detailed below: 21.2.17.1 .Collected in cash (i.e. coins and bank notes), on a weekly basis (7 Days). 21.2.17.2 .Collected electronically (i.e. including via credit cards) on a monthly basis on the clearing date of same, minus the clearing fee charged by the clearing companies that shall be borne solely by the Operator. 21.2.17.3 .The Operator shall collect and hold all fares (including any Increased Payments resulting from fare evasion therefrom) and shall, until depositing same in the Owner's bank account, keep all fares separate from any monies of the Operator. 21.2.17.4. The Owner and Operator shall conduct a monthly settlement of account with respect to the clearing fees charged, following which the Operator shall pay (including by way of set off from monies owned by Owner to Operator) Owner a total sum equal to the total amount of all such clearing fees charged.).	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
10.	**Q**	1. Please confirm our understanding that the First Deduction for the Publicity Budget deductions as well as the subsequent yearly deductions are a unified cost for both of the Lines. 2. Please further clarify when the deduction will be made in the case that each Line has a different Operation Year start.	**Clause 29.5 of the Agreement**
	A	1. Please refer to Item #11 below. 2. At the commencement of the Operation Phase per each Line.	
11.	**Q**	The words “a single deduction in the amount of NIS 2,000,000 per annum up to the total amount of the Publicity Budget” with regards to the deductions following the 3rd year are not clear. The Tender Committee is requested to clarify the total amount required for the Publicity Budget. In addition, the Tender Committee is requested to clarify the amount to be deducted in the First Deduction and in any deduction thereafter (excluding in case of extension which is detailed under clause 29.5.4 of the Agreement) in case that only one Line is operated.	**Clause 29 of the Agreement**
	A	The wording of Clause 29.5 of the Agreement shall be updated, by replacing the current wording with the following:	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
		29.5.1. At the commencement of the Operation Phase per each Line, the Owner shall make a single deduction of ~~four~~ two million (~~4,000,000~~ 2,000,000) NIS out of the first Operation Fixed and Variable Payments and/or the Incentive Payments, for the implementation of Publicity activities by the Operator ~~for both Lines~~ for the respective Line for the first two-year period of the Operation Phase (the "**First Deduction**"). ~~The above First Deduction amount shall be deducted in its entirely even where the Operation Phase shall commence with only one Line.~~ 29.5.2. At the commencement of the third year of the Operation Phase per each Line, and for every year of Operation thereafter throughout the Agreement Period, as may be extended, the Owner shall make a single deduction in the amount of ~~two~~ one million (~~2,000,000~~ 1,000,000) NIS per annum per Line ~~up to the total amount of the Publicity Budget.~~ Such amount shall be dedicated for the implementation of the Publicity activities by the Operator ~~for both~~ for the respective Line per year. Such deduction shall be made out of the first Operation Fixed and Variable Payments and/or the Incentive Payments per year per Line. The total deduction amount (including the First Deduction) for the Agreement Period (without extensions), for both Lines shall not exceed twenty million (20,000,000) NIS.	
12.	**Q**	The Tender Committee is requested to clarify the mechanism of deduction in case that the Option for the Red Line is exercised.	**Clause 29 of the Agreement**

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
	A	If the Owner shall exercise its right in accordance with Clause 10.3 of the Agreement, at the commencement of the each year of the Operation of the Red Line and for every year of Operation thereafter throughout the Agreement Period, as may be extended, the Owner shall make a deduction in the amount of one million (1,000,000) NIS per annum, regarding Public activities with respect to the Red Line.	
13.	**Q**	The Tender Committee is requested to amend the referenced Clause such that the unused amounts will be returned to the Operator.	**Clause 29.9 of the Agreement**
	A	Denied.	
14.	**Q**	Please detail the electricity costs borne by the Operator under the term of "overall electricity costs on the line".	**Clause 30.19.2 of the Agreement**
	A	The electricity cost which the Operator is required to pay relates to any electricity consumer which is part of the LRT System, except the Depot. The reimbursement regarding the electricity bill shall be in accordance with and subject to Clause 30.19.2 of the Agreement.	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
15.	**Q**	Please clarify that the Project Company is fully responsible for all insurance issues and full insurance coverage in the depot. The Operator insurance will cover only the operating side during operating hours.	**Clause 38 of the Agreement**
	A	The wording shall remain unaltered.	
16.	**Q**	Please clarify that the overnight train stabling is under the responsibility of the Project Company and is covered by its insurance. The vehicle's security is performed by the Owner's security unit.	**Clause 38 of the Agreement**
		The wording shall remain unaltered.	
17.	**Q**	The Tender Committee is kindly requested to publish the Project Companies' tender Insurance requirements during the Construction Phase.	**Clause 38 of the Agreement**
	A	Please refer to **Appendix P** of the "Project Agreement (*Insurances Policies*"), as published on the Owner's FTP. The potential Bidder's attention is drawn to the fact that some changes were applied within the actual policies submitted by each of the Project Companies.	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
18.	**Q**	The Tender Committee is requested to clarify that any other requirements that may be raised by other parties, which are not included under **Appendix N** of the Agreement (*Insurance Policies)*, will be added by the Operator, if applicable, according to the market practice and the Owner shall indemnify the Operator for any additional premium, required by the insurer(s) for such additional insurances.	**Clause 38 of the Agreement**
	A	Denied. The wording shall remain unaltered.	
19.	**Q**	The Tender Committee is requested to clarify that "all necessary insurance for the Services in accordance with and with respect to the performance of all of its obligations under the Agreement" are included under **Appendix N** of the Agreement (*Insurances Policies)*.	**Clause 38.1.1 of the Agreement**
	A	The wording shall remain unaltered. It is clarified that the requirements of **Appendix N** of the Agreement (*Insurances Policies)* do not derogate from the Operator's obligation to procure insurance by law or any other reason according to the tender.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
20.	**Q**	1. The Tender Committee is requested to clarify that the Bidder is not obligated to take an additional insurance coverage that was not specified in **Appendix N** of the Agreement *(Insurance Policies)* unless otherwise agreed by the Operator and the Owner shall identify the Operator for any additional premium, required by the insurer(s) for such additional insurances. 2. The Tender Committee is requested to delete the sections regarding additional insurance which may deem appropriate. Please clarify all insurance cover requirements are detailed in **Appendix N**. The bidder is not obligated to take an additional insurance coverage that was not specified in Appendix N unless otherwise agreed by the Operator and the Owner shall identify the Operator for any additional premium, required by the insurer(s) for such additional insurances.	**Clauses 38.2.3, 38.2.4-5 of the Agreement**
	A	1. Denied. 2. Denied.	
21.	**Q**	The Tender Committee is kindly asked to clarify when the Project Companies would grant the Operator access to the Operator's offices in Kiryat Arie Depot and\or in Holon Depot.	**Appendix B** of the Agreement (*Operation*

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
	A	The interfacing between the Project Companies and the Operator is set under **Appendix M** of the Agreement *(Operation Interfaces)*.	*Services Timeline, Milestones and Liquidated Damages*)
22.	**Q**	The Committee is requested to allow the Operator to repair any damages from Vandalism and accidents that occurred while the Vehicles were in the custody or control of the Operator by itself.	**Clause 26.1 of Appendix M of the Agreement** *(Operation Interface)*
	A	The wording shall remain unaltered. For the removal of doubt, the Operator shall interface with the Project Companies in accordance with, *inter alia,* **Appendix M** of the Agreement.	
23.	**Q**	The Tender Committee is requested to add a general clarification that all insurances required under the Tender are subject to the availability of those insurances and extensions and deductibles available in the international market at the relevant time and period.	**General - Appendix N of the Agreement** (*Insurance Policies)*
	A	Please refer to updated Clause 2.11.4. of **Appendix N** of the Agreement (*Insurances Policies).*	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
24.	**Q**	The Tender Committee is requested to specify a list of Israeli insurance companies that meet the conditions of the section.	**Clause 1.2.1 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Denied.	
25.	**Q**	The Tender Committee is requested to: 1. Delete the words "or indirectly." 2. Elaborate who are the other "entity or body for whom the Owner has the authority or responsibility to insure" in clause (ii).	**Clause 1.3 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Please refer to the updated Clause 1.3 of **Appendix N** of the Agreement (*Insurance Policies)*.	
26.	**Q**	The Tender Committee is requested to clarify: 1. That the property does not include facilities, depots, buildings, Mechanical & Electrical Systems and all other systems, OCS poles, Stations including platforms, tracks, equipment, goods, machinery, materials, plant, parts, spares, services and tools, and other property which needs to	**Clause 2.1.1 of Appendix N of the Agreement** (*Insurance*

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
		be insured by the Project Company and/or by the maintainer and/or any other entity. 2. Please specify the Project Companies obligations with respect to the insurance of the Rolling Stocks. 3. Any Property insurances maintained by any entity with regard to the Project (including the Rolling Stocks) include a waiver of any right of subrogation, set-off, counterclaim or any other deduction against the Operator and anyone acting on its behalf, provided that the waiver shall not apply with respect to anyone maliciously causing damage, and except the Operator and anyone acting on its behalf from any damage to the said insured property (including where the insured would have been entitled to indemnity were it not for the policy deductible and/or due to underinsurance and/or a breach of the policy conditions). 4. What exactly is included under the "property which either of the Project Companies is responsible to insure." 5. Set a sub-limit for "Earthquake" extension if the Operator will not be able to procure such extension with the full sum insured, due to market terms. 6. Set a sub-limit for "strike, lockout, riot, civil commotion extension" extension if the Operator will not be able to procure such extension with the full sum insured, due to market terms. 7. Delete the word "theft".	*Policies)*

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
	A	1. With respect to RFCs 1 – 4 above: Please refer to Item #17 above. 2. With respect to RFCs 5 – 6 above: Please refer to the updated Clause 2.11.4. of **Appendix N** of the Agreement (*Insurance Policies)*. 3. With respect to RFCs 7 above: The cover for theft, burglary and robbery shall be sub-limited to USD 1,000,000.	
27.	**Q**	The Tender Committee is requested to delete the deductibles under this section and allow to apply the deductibles available in the international market at the relevant time and period.	**Clause 2.1.2 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Please refer to the updated Clause 2.11.4. of **Appendix N** of the Agreement (*Insurance Policies)*.	
28.	**Q**	The Tender Committee is requested to delete the words "and / or cause by damage for entire LRT system including rolling stock".	**Clause 2.2.1 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Denied.	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
29.	**Q**	The Tender Committee is requested to delete the deductibles under this section and allow to apply the deductibles available in the international market at the relevant time and period.	**Clause 2.2.4 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Please refer to the updated Clause 2.11.4. of **Appendix N** of the Agreement (*Insurance Policies)*.	
30.	**Q**	The Tender Committee is requested to: 1. Reduce the sublimit to 10% of the Sum insured and up to a distance of 3 kilometers under Denial and/or obstruction and/or prevention of access. 2. Reduce the sublimit to USD 250,000 under Claim preparation. 3. Reduce the sublimit to 10% of the Sum insured under Aggravation of delay due to requirements to obtain permits or licenses.	**Clause 2.2.5 of Appendix N of the Agreement** (*Insurance Policies)*
	A	The extension for denial and/or obstruction and/or prevention of access shall be sub-limited to a sum of 5,000,000 USD.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
31.	**Q**	The Tender Committee is requested to replace Clause 2.3.1 with the following wordings: "The Professional Liability Insurance Policy shall cover the legal liability (actual or alleged) of the Operator by reason of breach of professional duty errors and/or omissions of the Operator in connection with the execution of the Project and provision of the Services. Subject to a cross-liability clause, this policy shall be extended to indemnify the Insured Parties in respect of liability that imposed upon them due to any professional act, error or omission of the Operator and/or anyone acting on its behalf".	**Clause 2.3.1 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Denied.	
32.	**Q**	The Tender Committee is requested to delete the word "annual".	**Clause 2.3.3 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Confirmed.	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
33.	**Q**	The Tender Committee is requested to delete the word "Signature Date" and replace with the words "Permit to Operate Date of the respective Line"	**Clause 2.3.4 (1) of Appendix N of the Agreement** (*Insurance Policies)*
	A	Denied.	
34.	**Q**	The Tender Committee is requested to delete the deductibles under this section and allow to apply the deductibles available in the international market at the relevant time and period.	**Clause 2.3.4 (2) of Appendix N of the Agreement** (*Insurance Policies)*
	A	Please refer to the updated Clause 2.11.4. of **Appendix N** of the Agreement (*Insurance Policies).*	
35.	**Q**	The Tender Committee is requested that the following words "twenty-five percent (25%)" will be delete and replace with the words "fifty percent (50%)".	**Clause 2.3.4 (3) of Appendix N of the Agreement** (*Insurance*
	A	Denied.	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
			Policies)
36.	**Q**	The Tender Committee is requested to replace Clause 2.4.1 of **Appendix N** (*Insurance Policies*) with the following wordings: "The Third-Party Liability Insurance Policy shall cover the Operator and the Insured Parties legal liability (actual or alleged) towards third parties, for bodily injury and/or property damage deriving from or caused by the Operator. Subject to a cross-liability clause, this policy shall be extended to indemnify the Additional Insured Parties' liability in respect of liability that imposed upon them due to any liability of the Operator and/or anyone acting on its behalf".	**Clause 2.4.1 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Denied.	
37.	**Q**	The Tender Committee is requested to clarify that in case of loss or damage caused to the property of the Insured Parties and/or the Additional Insured Parties or any other Property insured by any entity with regard to the Project such as the Project Company (including the Rolling Stocks), the property policy will primary and prior to this insurance.	**Clause 2.4.2 (2) of Appendix N of the Agreement**

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
	A	Please refer to Item #17 above.	(*Insurance Policies)*
38.	**Q**	The Tender Committee is requested to apply the deductible available in the international market at the relevant time and period.	**Clause 2.4.2 (4) of Appendix N of the Agreement** (*Insurance Policies)*
	A	Please refer to the updated Clause 2.11.4. of **Appendix N** of the Agreement (*Insurance Policies)*.	
39.	**Q**	The Tender Committee is requested that the following words "twenty-five percent (25%)" will be delete and replace with the words "fifty percent (50%)"	**Clause 2.4.2 (5) of Appendix N of the Agreement** (*Insurance Policies)*
	A	Denied.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
40.	**Q**	1. The Tender Committee is requested to determine appropriate liability limits for this insurance in accordance with the progress in the execution stages. 2. The Tender Committee is requested to delete the word "annual".	**Clause 2.4.3 of Appendix N of the Agreement** (*Insurance Policies)*
	A	1. During the Commencement of the Mobilization Phase, the limit of liability shall be no less than USD 20,000,000 for any one occurrence and in aggregate. 2. Confirmed.	
41.	**Q**	The Tender Committee is request to: 1. Add the words "Additional Insured Parties" after the words "the Insured Parties" (in the second line); 2. Delete the words "Additional Insured Parties" after the words "the Operator employees" (in the third line); 3. Delete the words "which was caused during and as a result of their work".	**Clause 2.5.1 of Appendix N of the Agreement** (*Insurance Policies)*
	A	1. Denied. 2. Denied. 3. Denied.	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
42.	**Q**	The Tender Committee is requested to delete the word "annual".	**Clause 2.5.2 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Confirmed.	
43.	**Q**	The Tender Committee is requested to delete the deductible and allow the deductible available in the international market at the relevant time and period.	**Clause 2.5.3 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Please refer to the updated Clause 2.11.4. of **Appendix N** of the Agreement (*Insurance Policies)*.	
44.	**Q**	The Tender Committee is requested to accurately define the date/s "on which the Project Companies stop procuring compulsory insurance the test running and Trial Running period."	**Clause 2.7.1 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Please refer to Item #17 above.	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
45.	**Q**	The Tender Committee is requested to add the words "of the Operator" before the word "employee"	**Clause 2.9.1 of Appendix N of the Agreement** *(Insurance Policies)*
	A	The words "of the Operator" shall be added before the word "employee".	
46.	**Q**	1. The Tender Committee is requested to reduce the limit of liability to 2,000,000 USD in the aggregate for each period on insurance. 2. The Tender Committee is requested to delete the following words "The Owner and the State of Israel shall be named as beneficiary for its interest".	**Clause 2.9.2 of Appendix N of the Agreement** *(Insurance Policies)*
	A	1. Denied. 2. Denied.	
47.	**Q**	The Tender Committee is requested to clarify exactly which systems are to be insured under this insurance.	**Clause 2.10.1 of Appendix N**

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
	A	The wording of Clause 2.10 of **Appendix N** of the Agreement (*Insurance Policies*) shall be updated, replacing the current wording with the following: 2.10.1 Shall include protection for all project systems against ~~liability for~~ (a) system attacks, (b) interruption, denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, (e) crisis management and customer notification expenses including incident response (f) privacy regulatory defence and penalties and (g) liability arising from cyber event and loss or disclosure of confidential data (h) human error (i) media liability (j) cyber extorsion. 2.10.2 Limits of Liability: Not less than USD 10,000,000 (ten million United States Dollars) for any one occurrence and in the aggregate for each annual period of insurance. ~~2.10.3 If the situation on the insurance market does not allow the procurement of cyber insurance, under the requested insurance conditions, the Owner will be entitled at its sole discretion, to reduce the insurance requirement for cyber insurance. The limit of liability in any case will not be less than the sum of 5,000,000 USD.~~	**of the Agreement** (*Insurance Policies)*
48.	**Q**	The Tender Committee is requested to reduce the limit of liability to 5,000,000 USD in the aggregate for each period on insurance.	**Clause 2.10.2 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Please refer to the updated Clause 2.10 of **Appendix N** of the Agreement (*Insurance Policies).*	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
49.	**Q**	The Tender Committee is requested to clarify that due to the current state of war in Israel, this insurance coverage will be purchased subject to market conditions to the extent that this coverage can be purchased at all.	**Clause 2.11.1 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Please refer to the updated Clause 2.11.4. of **Appendix N** of the Agreement (*Insurance Policies)*.	
50.	**Q**	In accordance with the Operator's property insured under Clause 2.1 of **Appendix N** of the Agreement (All-Risks insurance) and the Operator's assessment of Consequential Loss, The Tender Committee is requested to reduce the limit of liability to 3,000,000 USD in the aggregate for each period on insurance.	**Clause 2.11.2 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Please refer to the updated Clause 2.11.4. of **Appendix N** of the Agreement (*Insurance Policies)*.	
51.	**Q**	The Tender Committee is requested to delete the deductible and allow the deductible available in the international market at the relevant time and period.	**Clause 2.11.3 of Appendix N**

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
	A	Please refer to the updated Clause 2.11.4. of **Appendix N** of the Agreement (*Insurance Policies).*	**of the Agreement** (*Insurance Policies)*
52.	**Q**	The Tender Committee is requested to delete the referred Clause.	**Clause 3.1.1 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Denied.	
53.	**Q**	The Tender Committee is requested to delete the term "Additional Insured Parties".	**Clause 3.1.2 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Denied.	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
54.	**Q**	The Tender Committee is requested to amend the effective date of Clause 2.2, .4, And 2.7 **of Appendix N** of the Agreement.	**Clause 3.2 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Denied. The wording shall remain unaltered.	
55.	**Q**	The Tender Committee is requested: 1. To delete the word "void." 2. To delete the words "ninety (90) days" and replace with the words "sixty (60) days"	**Clause 3.3.1 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Please refer to the updated Clase 3.1.1 of Appendix N of the Agreement (*Insurance Policies)*.	
56.	**Q**	The Tender Committee is requested to clarify that in case of loss or damage caused to the property of the Insured Parties and/or the Additional Insured Parties or any other Property insured by any entity with regard to the Project such as the Project Company (including the Rolling Stocks), the property policy will be primary and prior to this insurance.	**Clause 3.3.2 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Please refer to Item #17 above.	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
57.	**Q**	The Tender Committee is requested to specify the insurance policies to which the section refers, the provisions of the section are not relevant to all of the policies required by the Operator.	**Clause 3.3.4 of Appendix N of the Agreement** (*Insurance Policies)*
	A	The wording shall remain unaltered.	
58.	**Q**	The Tender Committee is requested to clarify that the provisions of this section will apply only after 14 working days after a notice has been given to the Operator and subject to the conditions of the insurance market	**Clause 3.3.5 of Appendix N of the Agreement** (*Insurance Policies)*
	A	The wording shall remain unaltered.	
59.	**Q**	The Tender Committee is requested to delete the words "No later than thirty (30) days prior to" and replace with the words "near the time of".	**Clause 3.4.1 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Please refer to the updated Clause 3.4.1 of **Appendix N** of the Agreement (*Insurance Policies)*.	

Clarifications

Item No.	Q/A	Questions and Answers	Section
60.	**Q**	The Tender Committee is requested to delete the words "Any deductibles or self-insured retentions must be declared to and approved by the Owner".	**Clause 3.4.3 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Denied.	
61.	**Q**	The Tender Committee is requested to delete the following words "and may be raised to such extent as the Owner may reasonably consider necessary"	**Clause 3.5.3 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Denied.	
62.	**Q**	The Tender Committee is requested to delete the words "sixty (60) days" and replace with the words "thirty (30) days".	**Clause 4.2 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Denied.	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
63.	**Q**	The Tender Committee is requested to clarify that all comments will be subject to the terms and conditions as detailed in Appendix N.	**Clause 4.5.1 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Clause 4.6.2 of **Appendix N** of the Agreement (*Insurance Policies)* shall be updated in a manner that after the words **"**available in the international insurance market” the words "subject that they do not explicitly incompatible to the requirements of this **Appendix N**” shall be added.	
64.	**Q**	The Tender Committee is requested to delete the words "the agreement or to the favorable terms available in the international insurance market" and clarify that all amendments will be subject to the terms and conditions as detailed in **Appendix N.**	**Clause 4.6.2 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Clause 4.6.2 of **Appendix N** of the Agreement (*Insurance Policies)* shall be updated in a manner that after the words **"**available in the international insurance market**" -** the words "subject that they do not explicitly incompatible to the requirements of this **Appendix N**”, shall be added.	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
65.	**Q**	The Tender Committee is requested to delete this section.	**Clause 4.8.1 of Appendix N of the Agreement** (*Insurance Policies)*
	A	Denied.	
66.	**Q**	Please clarify if the Cyber Insurance is only meant to cover use of systems that the Operator is meant to provide (e.g. email services for the Operator's employees) or system that are provided by the Project Companies as well (e.g. Data Center systems, Control Center system, etc.).	**Clause 2.10 of Appendix N to the Agreement** *(Insurance Policies)*
	A	The cyber-Insurance shall cover use of any system provided and/or used by the Operator. For removal of doubt, such insurance shall include any system that the Operator has been granted access to.	
67.	**Q**	The Tender Committee is requested to clearly indicate the insurance and guarantee requirements for the Red Line Operation to be incorporated as part of the Bid, to ease the comparison between Bidders.	**Clause 3.4 of Appendix R of the Agreement** *(Principles of the Transfer of the Operation*
	A	It is hereby clarified that the insurance and guarantee requirements for the Red Line Operation shall be pursuant to principles stipulated in the Agreement.	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
			of the Red Line to the Operator)
68.	**Q**	The Tender Committee is kindly requested to specify the SOC operating hours per shift and the number of SOC shift managers and SOC Operators required per each shift.	**Clause 13 of Chapter 1, Part III, Volume 3** (*Security and Emergency Preparedness Requirements)*
	A	A new sub-Clauses 13.2.3 and 13.2.4 shall be added to **Chapter 1, Part III, Volume 3** (*Security and Emergency Preparedness Requirements):* 13.2.3 The SOC shall be manned 24 hours, 7 days a week, 365 days a year, with the same manpower standard. 13.2.4 The shift composition shall be as follows: (1) SOC Shift Manager – one per shift; (2) SOC Operators – three per shift.	
69.	**Q**	The Tender Committee is hereby requested to provide the following technical details regarding the operation of the SIEM: (i) a list of all the systems which require monitoring; (ii) the number of workstations; and (iii) the number of servers (preferably divided into Windows/Unix).	**Clause 3.4 of Chapter 2, Part III,**

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
	A	The initial establishment of the SIEM system has been assigned to the Project Companies, as outlined in the Tender documentation. At the current stage, no further details shall be provided.	**Volume 3** *(Cyber Security Operational Requirements)*
70.	**Q**	Please clarify who is responsible for paying the fees of the Emergency services including the Israel Police, Fire and Rescue Authority, MADA and etc.	**Clause 6 of Chapter 1, Part III, Volume 3** **(***Security and Emergency Preparedness Requirements)*
	A	Please refer to relevant Law per each Emergency Authority.	
71.		Attention is drawn to the following amendment by the Tender Committee to Clause 5.12.3 of **Chapter 4, Part III, Volume 3** (*Schedule Management and Reporting*) which shall be updated, by replacing the current wording with the following: Each Passenger Ridership Report shall be based on and compiled with reference to any and all data and information collected by or via the Passenger counting systems provided by the Project Companies. Regarding Carlebach Station (which interfaces the Red Line and Green Line) the Passenger Ridership	Clause 5.12.3 of **Chapter 4, Part III, Volume 3** (*Schedule Management*

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
		Report shall be based upon any means available to the Operator and carried out in accordance with any methodology approved by the Owner, taking into account, *inter alia,* that the Passenger counting system of the Red Line is not installed on all of its LRVs.	*and Reporting*)
72.	**Q**	Please confirm that all the software required for Operation, other than specifically listed in **Volume 3, Part III, Chapter 8** (*Software Development and Requirements*) Clause 3.1.1.3 will be provided and paid for by the Owner.	**Clause 3.1 of Volume 3, Part III, Chapter 8** *(Software Development and Requirements)*
	A	Denied. Please refer, *inter alia,* to Clause 3.1.1.4 of the said Chapter.	
73.	**Q**	Please furnish additional information regarding "Al Hakav".	**Of Chapter 3, Part IV, Volume 3,** *(Public Relation)*
	A	The wording shall remain unaltered. Please refer *inter alia,* to Clause 8.11.3 of **Chapter 3, Part IV, Volume 3** *(Public Relation).*	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
74.	**Q**	Please clarify: 1. which systems and access to which networks will be provided by the Project Companies separately for each facility and each Line; 2. Will the dispatchers be able to (1) monitor online the location of the Trains (mirroring of the OCC screen); and (2) to manage in real time the Train Drivers shifts through the Train Drivers duty roster system.	**Clause 8.8.7 of Volume 3, Part IV, Chapter 1** (*Operation Requirements)*
	A	1. Please refer to, inter alia, **Chapter 1 and 2 Part II, Volume 3** (*Purple Line/ Green Line Configuration Elements*). 2. Confirmed for both sub-questions.	
75.	**Q**	The Tender Committee is kindly requested to clarify the correlation between Clause 3.8.3.3 of **Chapter 1, Part I Volume 3** *(Scope of Work)* and Clause 8.8.2.6 of **Chapter 1, Part IV, Volume 3 (***Operation Requirements)***.**	**Clause 8.8.6 of Chapter 1, Part IV, Volume 3,** (*Operation Requirements)*
	A	Clause 8.8.26 of **Chapter 1, Part IV, Volume 3** (*Operation Requirements*) shall be updated by replacing the current wording with the following: During ~~both,~~ non-Peak Hours ~~Period and non-Commercial Operation~~, the Trains can be stabled in several locations. As a minimum, in the Green Line, thirty-two (32) Trains can be stabled at Holon's depot, nine	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
		(9) Trains in the stabling area at Masof Dayan and eleven (11) Trains in Herzelia's depot. As a minimum, in the Purple Line, sixty-five (65) Trains can be stabled at the Hatayasim's depot, four (4) Trains in the stabling area at Bar Ilan and six (6) Trains in Masof 2000, two (2) Trains at King George Stop (Mugrabi pocket track), one (1) Train at Aluf Sadeh pocket track	
76.	**Q**	1. The Tender Committee is kindly requested to outline the precise actions mandated during the Technical Turnback Time, as well as permitted and forbidden actions by at the turnback (such as welfare, use of lavatory etc.). 2. Furthermore, clarification is sought regarding whether Participants are permitted to exceed the specified 3-minute Turnback Time if they deem the required actions to necessitate a longer duration.	**Clause 7.8 to V3.PI.C4[GL]; Clause 7.8 to 3-I-3[PL] of Volume 4** *(Information to the Bidders)*
	A	1. Please refer to Volume 4 (*Information to the Bidders)*. 2. The Operator is fully responsible for turnback time (3 minutes technical turnback time and any non-technical turnback time), and to comply with Roundtrip Target time in accordance with Tender Form 6 and Clause 30.11of the Agreement.	

Clarifications			
Item No.	**Q/A**	**Questions and Answers**	**Section**
77.	**Q**	Reference is made to Volume 3, Part III, Section B, Chapter 55 with the chapter title name "Rolling Stock Functional and Technical Requirements". No such section(s) exist. Please clarify the intended meaning.	**Volume 4 – General**
	A	Please refer to the attached relevant provisions, as published on the Owner's FTP. For removal of doubt, Clause 3.1.2 of the Agreement shall apply regarding such specification, *mutatis mutandis*.	

The below-listed documents were published on the Owner's FTP following this Addendum, with respect to relevant Items above:

1. **Tender Form 6** and new provisions of the Agreement;
2. Cab Simulator;
3. Electricity consumption of the Red Line;
4. The Project Companies Insurances documentation;