

March 13, 2024

#2232856

To:

Potential Bidders

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

Addendum No. 13

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	The Tender Committee is kindly requested to clarify where the tender documents specify the passenger fine for non-validation of tickets.	General
	A	Please refer to the Railway Ordinance (New Version) 5732-1972 and the regulations promulgated thereunder.	
2.	Q	The Tender Committee is kindly requested to publish Volume 3, Part III, Section B, Chapter 55 with the chapter title name "Rolling Stock Functional and Technical Requirements".	General
	A	Denied. Please refer to Volume 4 "Minimum Operation Requirements" per each Line.	
3.	Q	1. The Tender Committee is requested to clarify that its confirmation as part of item 45 to Addendum 7 that the Variable Payments are not applicable during the Mobilization Phase does not apply with respect to the entitlement to Variable Payments during Intermediate Operation Mode as was presented in item 52 to Addendum 6. 2. Please confirm that in the case of Intermediate Operation Mode, the Operator will receive the Fixed Operation Phase Payments for the Updated Commercial Kilometers that are included in	Item 45 to Addendum #7, Item 52 to Addendum #6 and Clause 30.7 to the

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		the Option Notice.	Agreement
	A	1. Please refer to Clause 4 of Appendix S of the Agreement (<i>Principles of Intermediate Operation Mode</i>) and Item #131 of Addendum #10. According to the foregoing, the Operator shall be entitled to the following payments under Intermediate Operation: a. Fixed Payments for Mobilization Phase; b. Personnel Rates Payment; c. Variable Payments; d. Fixed Payment for the Intermediate Operation. All, subject to the Agreement and Appendix S of the Agreement (<i>Principles of Intermediate Operation Mode</i>). 2. Confirmed, subject to the Agreement and Appendix S of the Agreement (<i>Principles of Intermediate Operation Mode</i>).	
3.	Q	The Tender Committee is requested to provide Financial Model with updated dates, in accordance with Addendum #8.	Addendum #8
	A	Please refer to Items #2 and #3 of Addendum #12.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
4.		The potential Bidders attention is drawn to following amendment by the Tender Committee: Item #19 of Addendum #9 refers to Tender Form 10A – (<i>Relying Entity and Parent Company Information and Undertakings [for alternative B only]</i>) - and not to Tender Form 10 – (<i>Operating Experience</i>) as it published originally.	Item #19 of Addendum No. 9
5.	Q	According to the Tender’s Committee’s answer “The Participating Entities shall attach and submit the Financial Statements to each Tender Form separately in accordance with the requirements of each Tender Form”. The Tender Committee is kindly requested to reconsider its answer and to require each document to be submitted only once. Alternatively, the Tender Committee is requested to allow that in the event a document is submitted more than once (such as Financial Statements, incorporation documents etc.), a notarized translation shall be required only once, and any additional submission shall be of a photocopy.	Item #24 of Addendum No. 9

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	1. The Financial Statements which are required in order to demonstrate compliance with the Financials Threshold (in accordance with Clause 3.3 of the ITB) shall be attached to Tender Form 7 (<i>Participating Entity Information</i>) subject to provision of Clause 4.3.3 of the ITB (<i>Submission of the Financial Statements</i>). 2. Clause 2 of Tender Form 13 (<i>Financial Robustness</i>) shall be deleted: “Attached to this Tender Form are the Financial Statements of _____ for the years _____, _____, _____ (to be completed as applicable)” 3. Clause 3 of Tender Form 16 (<i>Investment Entity Financial Robustness</i>) shall be deleted: “Attached to this Form 16 are the Financial Statements of _____ for the year _____,”	
6.		Attention is drawn to the following amendment by the Tender Committee: The words “Project which was executed by an Entity Held by the Experience Provider” shall be deleted from the ITB’s T.O.C and Clauses 5.4.2 and 5.5 of Annex C of the ITB (<i>Technical Evaluation Criteria (TEC) - Scoring Methodology</i>).	ITB T.O.C and Clauses 5.4.2 and 5.5 to Annex C of the ITB <i>(Technical Evaluation)</i>

Clarifications			
Item No.	Q/A	Questions and Answers	Section
			<i>Criteria (TEC) - Scoring Methodology)</i>
7.	Q	The Tender Committee is kindly request to postpone the deadline for submission of RFCs by the Bidders.	Clause 1.8 of the ITB
	A	Denied.	
8.	Q	The Tender Committee is kindly requested to reconsider its answer to Item #5 of Addendum #9 and to require each document to be submitted only once.	Clauses 2.8.6 and 4.3.3 of the ITB and Item #5 of Addendum #9
	A	1.Confirmed. The Financial Statements per Participating Entity shall be attached once, as part of Tender Form 7 (Participating Entity Information). 2.The Financial Statements shall be submitted subject to the ITB relevant provisions, <i>inter alia</i>, Clauses 4.3.3-4.3.5. 3.Clause 2 of Tender Form 13 (Financial Robustness) shall be updated and replaced with the following wording: Attached to this Tender Form 7 (<i>Participating Entity Information</i>) are the Financial Statements of	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		_____ for the years _____, _____, _____ (to be completed as applicable). 4.Clause 3 of Tender Form 16 – (<i>Investment Entity Financial Robustness</i>) shall be updated and replaced with the following wording: Attached to this Form 16 <i>Tender Form 7 (Participating Entity Information)</i> are the Financial Statements of _____ for the year _____.	
9.	Q	The Tender Committee is hereby requested to amend the Tender Documents in such a way that the Threshold Requirements for the Experienced Operator shall be defined as post award requirements.	Clauses 3.2 and 4.2 of the ITB
	A	Denied.	
10.	Q	The Tender Committee is hereby requested to amend Clause 4.2.2.1 of the ITB, in a manner that two Experienced Public Transportation Operators may demonstrate its compliance with the Public Transportation Experience Threshold under Clause 3.2.2 of the ITB, and in case of selected as the Successful Bidder , the aggregate Anticipated Holdings of such Experienced Public Operators Members shall be at least seventy percent (70%).	Clause 4.2.2.1 of the ITB

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Denied.	
11.	Q	Pursuant to the Clause 4.3.3.2 of the ITB, the Tender Committee is kindly requested to approve submission of Financial Statements by the Experienced Operator which are prepared and presented in accordance with the Hungarian GAAP.	Clause 4.3.3.2 of the ITB
	A	1. Confirmed, only with respect to the Experienced Operator which is not a Member. 2. For further requests in this regard, please refer to Clause 4.3.3.2 of the ITB, according to which, the relevant Participating Entity shall provide a signed letter by an external auditor.	
12.	Q	1. The Tender Committee is requested to clarify whether the list of Tender Documents to be published by the Tender Committee and attached by the Bidder as Appendix to Tender Form 2 shall include also all Addendums issued in compliance with the requirement of clause 6.8.3 of the ITB, or should the Bidder attach the said Addendums additionally. 2. Alternatively, the Bidder requests, that instead of attaching a physical copy of all Addendums to the Bid, it shall be allowed to submit a list of all Addendums issued to the ITB, as part of Tender Form 2.	Clause 6.8.3 of the ITB and Tender Form 2

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	- Please refer to Clauses 2.5.3 and 6.8.3. The Owner shall publish a list of Tender Documents in accordance with Appendix to Tender Form 2. - Denied.	
13.	Q	The Tender Committee is requested to amend the referenced section as follows: The Bids shall be duly signed by the person/persons duly empowered and authorized to sign on behalf of the relevant Entity(ies) detailed in such Tender Form Bidder and/or the Participating Entities to bind such Bidder and/or the Participating Entities for all required matters in connection with the Tender Process. This authorization must consist of a written confirmation, as specified in Tender Form 2 (Letter of Tender). The name and position held by each person signing the authorization must be typed or printed below its signature.	Clause 7.4.1 of the ITB
	A	Denied. Please refer to the preamble of Tender Form 2, according to which, (i) each Participating Entity (as applicable) shall sign such Tender Form; (ii) The "written confirmation" is the "Confirmation of signatory rights", as detailed at the end of the said Tender Form.	
14.	Q	- Who is the entity(ies) that should sign the Bid on behalf of an unincorporated Bidder? - What are the parts of the Bid that have to be signed by a Participating Entity which is not a Member ? - The Tender Committee is requested to amend the referenced Clause as follows:	Clause 7.4.3 of the ITB

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		In addition, each page of the Bid including the Tender Documents, and any additional documents submitted as part of the Bid (excluding Volume 3 Operational Requirements) and excluding Volume 4 (information to Bidders)) shall be duly signed by the Bidder and/or with respect to Bid documents submitted by a Participating Entity, by the applicable Participating Entities as well (at the margins of each page), by using the Bidder's and/or Participating Entities' (as applicable) stamp and initials of its authorized signatory(ies).	
	A	1. All of the Members. 2. As detailed per Tender Form. 3. Clause 7.4.3 of the ITB shall be updated and replacing the current wording with the following: In addition, each page of the Bid including the Tender Documents, and any additional documents submitted as part of the Bid (excluding Volume 3 (Operational Requirements) and excluding Volume 4 (information to Bidders)) shall be duly signed by the Bidder and/or the Participating Entities (at the margins of each page), by using the Bidder's and/or Participating Entities' stamp and initials of its authorized signatory(ies) . Bidders and/or Participating Entity may sign the Tender Documents by an electronic signature and initials of its authorized signatory(ies), provided such signature(s) and initials are: (1) visible and can clearly be identified in the signature box or the bottom of the page (as applicable); (2) bind the Bidder and/or the Participating Entity(ies); (3) signed by the authorized signatory; and (4) confirmed as required per Tender Form.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		Participating Entity (ies) which is not a Member, shall sign at the margins of each page of the Tender Forms and Bid's documents submitted by such, using its stamp or electronic signature as detailed in this Clause above.	
15.	Q	1. In view of the difficulty of international entities participating in the Tender to arrive to Israel at these time, in order to take an active part in the submission process of the Tender, the Tender Committee is requested to clarify that the ""original" hard copy or "identical copy to original" documents to be submitted as part of the Bid can be the scanned documents signed originally with “wet ink” by the Participating Entity required to sign. 2. In addition, the Tender Committee is requested to confirm that the marking of the document as "original hard copy" or "identical copy to original" (in accordance with clause 7.7.1 of the ITB) can be made on the printed version of the scanned document (signed with wet-ink). 3. In addition, the Tender Committee is requested to confirm that the signature pages of the relevant Tender Forms which need to be signed by the relevant Participating Entities (‘on the same form’) can be executed in counterparts, provided that the content of such Tender Forms shall be identical."	Clause 7.4.3 of the ITB
	A	1. Please refer to Item #14 above. 2. Please refer to Item #18 below. 3. Please refer to Item #14 above.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
16.	Q	The Tender Committee is requested to allow the Bid documents to be signed (including by or initials, where applicable) by an electronic signature, provided the signature(s) or initials (as applicable) are visible and can clearly be identified in the signature box or the bottom of the page (as applicable). It shall be noted that a similar practice was approved by the State in previous PPP tenders.	Clause 7.4.3 of the ITB
	A	Please refer to Item #14 above.	
17.	Q	The Tender Committee is requested to amend clause 7.4.3 such that the Experience Provider shall sign with initials only Tender Forms which are required to be signed and submitted by the Experienced Operator, in accordance with clause 7.4.2 to the ITB (including information submitted therein and the documents attached thereby).	Clause 7.4.3 of the ITB
	A	Please refer to Item #14 above.	
18.	Q	The Tender Committee is kindly requested to clarify with respect to Item #9 in Addendum 9, that the Tender Documents signed with a "wet ink" signature may be scanned, and that a print of such scan can be marked as the "Original Copy" for the purpose of Clause 7.7.1.	Clause 7.7.1 and Item #9 of Addendum 9

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Clause 7.7.1 of the ITB shall be updated and replacing the current wording with the following: The Bid documents must be submitted, and clearly marked so on the header of the documents themselves, as: one (1) “original” hard copy signed with a "wet ink" signature or electronic signature and initials as detailed Clause 7.4.3 above; and three (3) identical hard copies labeled "identical copy to original" which are the scanned and printed versions of the original copy (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 (Identification of Sensitive Information) above.	
19.	Q	Tender Committee is requested to clarify that any and all Excel files to be submitted as part of the Bid (including the Financial Model) can be submitted via CD/USB only and does not require submission in hard copies as well (See section 7.7.1-7.7.2 of the ITB).	Clauses 7.7.1 and 7.7.2 of the ITB
	A	Denied.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
20.		Attention is drawn to the new definition in Annex A of the ITB (<i>Definitions</i>) by the Tender Committee, as follows: Alternative B shall have the meaning as ascribed in accordance with Clause 4.2.2 of the ITB.	Annex A of the ITB (<i>Definitions</i>)
21.		Attention is drawn to the following notice by the Tender Committee: The Technical Evaluation Criteria shall be scored, <i>inter alia</i>, by using “hidden sub-criteria” in accordance with Tender Committee authority under regulation 22(C)(2) of Mandatory Tenders Regulations, 5753-1993.	Annex C to the ITB (<i>Technical Evaluation Criteria (TEC) - Scoring Methodology</i>)
22.	Q	1. Considering the necessary content that should be included in the referenced chapter, the Tender Committee is kindly requested to increase the allowed number of pages (10). 2. Considering the necessary content that should be included in the “Technical submission – Rail Safety and PTO” chapter, the Tender Committee is kindly requested to increase the allowed number of pages from 10 to 20 Pages.	Clauses 4.1 and 5.3 to Annex C to the ITB (<i>Technical</i>

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Please refer to Item #13 of Addendum #10. There is 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.	<i>Evaluation Criteria (TEC)</i> <i>- Scoring Methodology)</i>
23.	Q	The Tender Committee is hereby requested to include customer service centers belonging to transportation systems other than LRT/Metro as part of their customer service past experience.	Clause 5.4.1 (ii) to Annex C to the ITB <i>(Technical Evaluation Criteria (TEC)</i> <i>- Scoring Methodology)</i>
	A	Confirmed.	
24.	Q	The Tender Committee is hereby requested: 1. To reduce the Validation Incentive Payments multiple in the VIPmi formula. 2. Remove section 2.5 of Annex D.	Clause 2.5 of Annex D to the ITB (The

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	1. Denied. 2. Denied.	<i>Financial Proposal)</i>
25.	Q	1. According to clause 2.6.2, the time between Bid Submission Date to Service Commencement Date must be 6 calendar months, but clause 2.6.3 of the same chapter indicates that the Service Commencement Date will be granted 12 calendar months following Project Companies NTP. The Bidder understands that the condition that allows the later Service Commencement Date should be chosen. The Bidder kindly requests the Tender Committee to confirm which of two conditions must prevail. 2. The Bidder kindly requests the Tender Committee to provide the updated dates to be used as a basis in the present Tender.	Clauses 2.6.2 and 2.6.3 of Annex D to the ITB (The Financial Proposal)
	A	Please refer to Item #2 of Addendum #12.	
26.	Q	The Tender Committee is kindly requested to provide Participants with the Operation Supporting Tables which were to be attached to Tender Form 20 but yet to be provided to Participants.	Annex D to the ITB (The

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Please refer to Item #4 of Addendum #12.	<i>Financial Proposal)</i>
27.	Q	The Tender Committee is hereby requested to clarify the sync between: • Milestone Dates for Green Line Interface Milestones IM7 and IM8 under Section A to Appendix B of the Operation Agreement (as amended in Item No. 104 to Addendum No. 10); and • The Green Line Mobilization Phase under Clause 3.2 to Annex F to the ITB.	Clause 3.2 of Annex F to the ITB (<i>The Price Proposal - Submission Instructions</i>)
	A	Please refer to Item #3 of Addendum #12.	
28.	Q	The Tender Committee is kindly requested to amend the wording as follows: LEGAL COUNSEL CERTIFICATION I the undersigned _____, Adv./qualified lawyer, hereby certify that on the _____ [dd/mm/year], _____ [name] with whom I am personally acquainted/who identified himself/herself by passport / I.D. No. _____ attended before me and after I had warned him/her that he/she must tell the truth, the whole truth and nothing but the truth and that he/she could	Tender Forms - General

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		expect to incur the penalties prescribed by law should he/she not do so, he/she confirmed the truth of his/her aforementioned Affidavit and signed it. _____ [name] is authorized to sign on behalf of the Entity (as the case may be) and to commit the Entity for all purposes and intents of the above stated Tender Form.	
	A	1. The Tender Committee does not object to the replacement of the word Adv. with "qualified lawyer. 2. The request for deletion is denied. The Bidders are required to conduct the signatory process in a manner that such declaration is subject to penalties by law if it's not true.	
29.	Q	The Tender Committee is requested to determine that Tender Form 1 can be signed and completed by each of the Participating Entities separately.	Tender Form 1 (<i>Form of Bid Bond</i>)
	A	Denied, the wording shall remain unchanged. Please refer to Clause 3.1.1.1 of the ITB and the first provision of Tender Form 1 (<i>Form of Bid Bond</i>), according to which the Bid Bond shall at the request of the Bidder, any Member of the Bidder or any Guarantor thereof, and to Clause 3.1.1.13 according to which the Bidders may submit up to 3 bonds amounting to the total sum of the Bid Bond, and all subject to the ITB provisions.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
30.	Q	The Tender Committee is requested to allow separate signatures of the Participating Entities on the Tender Forms which require signature of different Participating Entities.	Tender Form 2 and Tender Form 12
	A	Separate signatures of the Tender Form by the different Participating Entities are allowed subject to the following (cumulative): 1. Each Tender Form shall be dully signed by the relevant Participating Entities; 2. Each signature shall be binding and confirmed in accordance with relevant provisions of the ITB; 3. except the identity of the signees (signatures etc.), each copy of such Tender Form shall be identical and there shall be no discrepancies between the different copies per Tender Form.	
31.	Q	Following to Clause 4.2 of Attachment 1 to Tender Form 12 Please confirm that the Experienced Operator may provide additional staff at its own cost and responsibility for up to the entire Agreement Period.	Tender Form 12 <i>Principles Of Engagement With The Experienced Operator and the</i>
	A	It is hereby clarified that the Operator may carry out its obligations in any way as it deems fit, subject to the Agreement.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
			<i>Experienced Public Transportation Operator [alternative B only]</i>
32.		Attention is drawn to the following notice by the Tender Committee: 1. A potential Bidder requested permission to engage with Polaris North Star Consulting L.L.C (the “Advisor”) as a consultant for the Bidder in the Tender. 2. The Advisor is not included in Annex H of the ITB. 3. The potential Bidder reported that a single employee of the Advisor’s Affiliate entity (the “Employee”) provided services to the Owner through one of the Owner’s Advisors. 4. The Employee provided services to the Owner which have a certain connection with the Tender and the Operation. The Tender Committee have no objections to the reported engagement, inter alia, since: (i) the engagement with the Advisor shall not constitute an unfair and unequal competitive advantage to such potential Bidder (ii) the Advisor shall provide services to the potential Bidder through different entity and completely different personnel, individuals, and team from the one which employs the Employee;	Tender Forms 17 <i>(Bidder's Notification Regarding the Owner and Non-Owner Advisors)</i>

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		(iii) the Employee knowledge regarding the Tender and the Operation published under the Tender Documents.	
33.	Q	The Committee is requested to remove the limit on Mobilization Phase 2 Fixed Payment being no more than twice the Mobilization Phase 1 Fixed Payment.	Tender Form 22 (Price Proposal)
	A	Denied.	
34.	Q	Please provide the full and complete price lists of all the components of the Train for both Lines from the Project Companies.	General - Agreement
	A	Denied.	
35.	Q	Please delete the words “and any Entity which exercises Control over such Participating Entity, is under the common Control of such Participating Entity or is Controlled by such Participating Entity”.	Clause 2.8.1 of the Agreement

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Denied.	
36.	Q	The Tender Committee is requested to determine that any change of the information provided in Volume 4 should be considered as Change.	Clauses 3.1.2 of the Agreement
	A	Denied. Changes in the information provided in Volume 4 shall be addressed by the Owner in accordance with the Agreement. Such changes do not necessarily entitle the Operator to a Change or to any other remedy under the Agreement.	
37.	Q	The Tender Committee is kindly requested to clarify that amending, replacing and/or supplementing the processes and procedures by the Owner from time to time shall not derogate from the rights and remedies granted to the Operator under the Agreement.	Clause 3.1.9 of the Agreement
	A	Changes to the Owner's internal management and administration guidelines, processes, and procedures shall not have material adverse effect on the Operator rights and obligations under the Agreement.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
38.	Q	The Tender Committee is kindly requested to clarify that: 1. That the Intermediate Operation shall not commence prior to the commencement of Mobilization Phase 1; and 2. That the Option phase (in accordance to Clause 12.2.2 of the Agreement) may only be exercised by the Owner by no later than twenty-four (24) months after the Signature Date.	Clauses 4.3.5 and 12.2 of the Agreement
	A	1. Confirmed. 2. Denied.	
39.	Q	The Tender Committee is kindly requested to add the words "or by Law" at the end of the Clause.	Clause 8.1.3.2 of the Agreement
	A	Denied.	
40.	Q	Please clarify whether clause 8.1.5.6(ii) of the Agreement refers to consequential losses.	Clause 8.1.5.6(ii) of the Agreement
	A	Please refer to the provisions of the Clause in question which speak for themselves.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
41.	Q	Please confirm that sub-clauses 8.1.7.2(i)-(iii) will not be applied to the Operator with respect to the Red Line, in the event that the Operation of the Red Line will be transferred to the Operator.	Clause 8.1.7.2 of the Agreement
	A	Please refer to the term "Operator's Affiliates" as defined in Clause 8.1.7.2 of the Agreement.	
42.	Q	The Tender Committee is requested to clarify, that if the Tevel Shareholder or any related party thereof is declared as the Successful Bidder, the Services will be automatically expanded in accordance with the provisions of Clause 10.3 of the Agreement, to include the Operation of the Red Line under the Agreement, and the contract with Tevel will be terminated.	Clause 10.3.1 to the Agreement
	A	Denied.	
43.	Q	The Tender Committee is kindly requested to clarify whether Clause 11.2.1 is also applicable to the operation of the Red Line, if such option is exercised.	Clause 11.2.1 of the Agreement
	A	1. Confirmed. 2. Clause 11.2.2 shall be updated, replacing the current wording with the following:	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		Additionally, and at the Owner's sole direction, the Owner may implement the aforesaid Option` Period solely with respect to either the Purple Line or Green Line or Red Line . If the Owner exercises such option with respect to one (1) or two (2) Line(s), the payments made to the Operator shall be made for the single such Line(s), and all other terms and conditions of this Agreement shall prevail and continue to apply, <i>mutatis mutandis</i> .	
44.	Q	The Tender Committee is requested to amend Clause 12.2.2 of the Agreement, such that the amount of a delay fee will be increased.	Clauses 12.2.1 and 12.2.2 of the Agreement
	A	Denied.	
45.	Q	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 of 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 of the Agreement
	A	Denied.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
46.	Q	The Tender Committee is kindly requested to add a provision that allows compensation to the Operator if the Milestones brought forward by the Owner require the Operator to incur acceleration costs.	Clauses 12.3.2 and 12.3.4.3 of the Agreement
	A	Denied.	
47.	Q	The Tender Committee is kindly requested to remove the words "not attributed in any way or form to the Operator".	Clause 12.4.2 of the Agreement
	A	Denied.	
48.	Q	Similar to Item #47 above, partial responsibility for delay shall not exempt the Owner from an applicable extension of time to relieve the Operator from liquidated damages during an Owner delay. Please amend the clause accordingly	Clause 12.4.4 of the Agreement
	A	Denied.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
49.	Q	The Tender Committee is kindly requested to clarify that according to the provisions of Clause 13.3 of the Agreement, the Operator has no responsibility to re-build or modify the LRT System.	Clause 13.3 of the Agreement
	A	Confirmed, subject to Operator's compliance with all Laws relating to or concerning accessibility and service of persons with special needs as detailed in the Agreement.	
50.	Q	The Tender Committee is requested to amend Clause 13.8.6 of the Agreement, such that remedies for a "Third Party Delay" will apply from the first day of delay.	Clause 13.8.6 of the Agreement
	A	Denied.	
51.	Q	The Tender Committee is kindly requested to delete the words "or in part" in Clause 13.9.3.1.	Clause 13.9.3.1 of the Agreement
	A	Denied.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
52.	Q	The Tender Committee is kindly requested to clarify the last sentence of Clause 13.9.3.5 as it seems to be wrongly drafted.	Clause 13.9.3.5 of the Agreement
	A	Clause 13.9.3.5 of the Agreement shall be updated, replacing the current wording with the following: If any such Relief Event requires a Change, the provisions of clause 17.2 below (Changes and Variations) and Appendix L (<i>Change Orders</i>) shall apply (subject always to the provisions of such clause and Appendix). Without derogating the above, It is hereby clarified that the said Change shall not include any remedy or compensation regarding the in case of Relief Event which occurs under the circumstances of Clauses 12.3 and/or 12.4 above, and in such regards the Operator shall be entitled (if any and as applicable) to the remedies in Clauses 12.3 and 12.4 above as its sole remedy (for the removal of doubt, the provisions of clause 17.2 and Appendix L shall not apply).	
53.	Q	The Tender Committee is kindly requested to amend Clause 13.9.3.7 by replacing the words "Notwithstanding any other provision of this Agreement" with the words: "Subject to the limitations of liability within this Agreement".	Clause 13.9.3.7 of the Agreement
	A	The wording shall remain unaltered.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
54.	Q	The Tender Committee is kindly requested to clarify which "Clause" is referred to in the first line of Clause 13.9.4.	Clause 13.9.4 of the Agreement
	A	It is hereby clarified that the referred Clause is 13.9 of the Agreement.	
55.	Q	The Tender Committee is kindly requested to clarify the scope of services required of an observer.	Clause 14.3.4 of the Agreement
	A	Please refer to the provisions of the Clause in question which speak for themselves.	
56.	Q	The Tender Committee is kindly requested to specify and publish relevant commercial terms of all the "agreements and arrangements with third parties and/or relevant authorities" as mentioned in Clause 14.4.2.1 of the Agreement, which will need to be continued.	Clause 14.4.2.1 of the Agreement
	A	Denied. The potential Bidders attention is drawn to fact that part of the Operator's obligations regarding the Customer Service Center are to, inter alia, negotiate for, execute, enter into, abide by and comply with all contracts, agreements and arrangements with third parties which are necessary or required under the said Clause.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
57.	Q	The Tender Committee is kindly requested to amend Clause 14.5.6.3 and Clause 14.5.6.5 of the Agreement such that any Changes in the Personnel Recruitment Plan by the Owner shall be deemed a Change Order and consequently the Operator shall be entitled to the relevant remedies.	Clauses 14.5.6.3 and 14.5.6.5 of the Agreement
	A	Denied.	
58.	Q	1. The Tender Committee is kindly requested to clarify that the performance of the tasks detailed in Clause 14.7.1. of the Agreement will apply following the Trial Run . 2. Please clarify that the said tasks shall not derogate from the Project Companies' maintenance and defect liability obligations.	Clause 14.7.1 of the Agreement
	A	1. Denied. The said tasks shall apply following to any use of the Trains or the LRT System by the Operator. 2. Confirmed, subject inter alia, to the conduct of the Operator while using the Trains or the LRT System, and in accordance with the Agreement. The wording shall remain unaltered.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
59.	Q	The Tender Committee is kindly requested to amend Clause 16.1.3 of the Agreement so that the advance notice period will be not less than 7 Business Days.	Clause 16.1.3 of the Agreement
	A	Clause 16.1.3 shall be updated, replacing the current wording with the following: To the extent possible, the Owner shall give the Operator reasonable notice, and no less than 72 120 hours, prior to issuing an instruction for night operation.	
60.	Q	Given that in Appendix E of the Agreement (<i>Formula for Deriving Monthly Operation Payments</i>), the Operation Variable 'OV' percentage stands at 60% of the Commercial Km, the Tender Committee is hereby requested to amend Clause 16.3.6 so that the Operation Variable Payments payable to the Operator may not be less than 60%.	Clause 16.3.6 of the Agreement
	A	Denied.	
61.	Q	The Tender Committee is requested to delete the Owner's prerogative to instruct to perform any tasks in relation to the LRT System.	Clause 17.1.1 – 2 to the

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	1. Denied. 2. Clause 17.1.1 shall be updated, replacing the current wording with the following: The Owner may, at any time and any number of times during the Agreement Period, provide or issue to the Operator instructions concerning the performance, execution, undertaking, implementation and/or fulfillment of the Agreement, the Services or the Operation (each, an “Instruction”). Without derogating from or limiting the foregoing, the Owner may provide or issue Instructions to the Operator in respect of or concerning any one or more of the following:	Agreement
62.	Q	The Tender Committee is requested to set scope of works to be performed by the Operator in order to mark clear boundaries and interfaces between the Operator and the Project Companies’ responsibilities, with respect to the obligation to integrate such Vehicles.	Clause 17.3.2 of the Agreement
	A	Denied. Please refer, <i>inter – alia</i> , to Appendix M of the Agreement (<i>Operation Interfaces</i>) and Clauses 4.6.2 and 19.1 of the Agreement.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
63.	Q	The Tender Committee is kindly requested to clarify that the responsibilities detailed in Clause 17.3.2.2 shall constitute Change Orders entitling the Operator to the applicable remedies.	Clause 17.3.2.2 of the Agreement
	A	Denied.	
64.	Q	The Tender Committee is kindly requested to clarify that the appointment of Direct Contractors is limited to services which are outside the scope of the Operator's Services.	Clause 19.3.1.8 of the Agreement
	A	Denied.	
65.	Q	The Tender Committee is kindly requested to delete Clause 19.3.3 of the Agreement, as the Operator has no privity of contract with the Direct Contractors engaged by the Owner.	Clause 19.3.3 of the Agreement
	A	Denied.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
66.	Q	The Tender Committee is kindly requested to clarify that the additional responsibilities detailed Clause 19.3.4.1 and 19.3.4.3 of the Agreement shall entitle the Operator to Change Orders.	Clauses 19.3.4.1 and 19.3.4.3 of the Agreement
	A	Denied.	
67.	Q	The Tender Committee is kindly requested to amend Clause 20.2 of the Agreement and add at the end of the Clause the words "subject to the Interface Agreement ".	Clause 20.2 of the Agreement
	A	Denied.	
68.	Q	The Tender Committee is kindly requested to amend Clauses 21.2.8.4 and 21.2.8.5 of the Agreement and limit the number of agents to which the Clauses apply and determine that any number above such limit shall constitute a Change Order.	Clauses 21.2.8.4 & 21.2.8.5 of the Agreement
	A	Denied.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
69.	Q	Clause 23.2 of the Agreement describes the review days for the Owner as "non-calendrical". However, in Clause 23.2.11 of the Agreement, these days are denoted with a capital "D" (Days), indicating calendar days as defined in Appendix A of Volume 2, unless otherwise specified. Please clarify	Clause 23.2 of the Agreement
	A	Clauses 23.2.3 and 23.2.11 of the Agreement shall be updated, replacing the current wording with the following: 23.2.3 Subject always to Clause 23.2.6 below, the Owner may within a period of fourteen (14) Business Daysdays (no — calendrical), at its sole discretion: 23.2.11.1. Twenty-one (21) Business Days for the Owner's 1st review after due date submittal . 23.2.11.2. Seven (7) Business Days for the Operator to incorporate the Owner's comments and resubmit. 23.2.11.3. Fourteen (14) Business Days for the Owner's 2nd review . 23.2.11.4. Seven (7) Business Days for the Operator to incorporate the Owner's comments & final resubmission. 23.2.11.5. Fourteen (14) Business Days for the Owner's final approval.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
70.	Q	The Tender Committee is kindly requested to substitute the word “payment” with “the OV (Operation Variable Payment)” in the second line of Clause 30.4.2.	Clause 30.4.2 of the Agreement
	A	Wording shall remain unaltered.	
71.	Q	The Tender Committee is kindly requested to clarify whether the Operator is exempt from Value Added Tax with respect to the Validation Incentive Payments and Increased Payments Allowance.	Clause 30.10.5 of the Agreement
	A	Clause 30.10.5 of the Agreement shall be updated, replacing the current wording with the following: Value Added Tax shall not be added to any Validation Incentive Payments or Increased Payments Allowance unless exempt by Law.	
72.	Q	The Tender Committee is requested to determine that if changes to the salaries in a specific profession were initiated by the Owner, then it should compensate the Operator for any additional costs incurred by it.	Clause 30.17.2 of the Agreement
	A	Denied. Please refer to Clause 30.17.2.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
73.	Q	The Tender Committee is kindly requested to clarify whether the Operator is exempt from Value Added Tax with respect to the payments referred to in this clause.	Clause 30.18.3 of the Agreement
	A	Clauses 30.18.3 – 30.18.5 of the Agreement shall be updated, replacing the current wording with the following: 30.18.3. Unless otherwise stated in this Agreement or unless otherwise required by Law, Value Added Tax shall not be added to any payments during the Operation Phase, including: Operation Fixed Payments, Operation Variable Payments pursuant to Clause 30.4 above (Payment for the Operation Phase: Fixed and Variable Payments) and the Payment Incentives not and to any other payment during the Operation Period . 30.18.4. Without derogating from Clause 30.18.3 above, where VAT is exempt from required to be added to any payment, by Law, during the Operation Phase – the Owner shall not pay the VAT . 30.18.5. Any payment of VAT under the Agreement shall be carried out against issuance of a VAT invoice, by not later than one day prior to the date on which the Operator is required to pay such amounts to the VAT authorities under the applicable Laws.	
74.	Q	Please clarify whether any additional costs shall be borne by the Operator in respect of the management fee or maintenance fee or Municipal taxes in the: Under ground stations, tunnels, At grade stops, TTR and the railway between the stations, stops, drivers rooms, customer's services centers, OCC area,	Clause 30.19.2 of the

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		Operator office areas at the DEPOT.	Agreement
	A	Clause 30.18.6 of the Agreement shall be updated and replaced with the following wording: 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 and welfare rooms. Without derogating the above, the Operator shall be responsible for such payments regarding and any asset or building 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 (1) any property or asset or building or other premises in connection with the Operation of the LRT System which are (1) supplied by the Project Companies; or (2) are in the Depot. in connection with the Operation of the LRT System.	
75.	Q	The Tender Committee is kindly requested to provide the power simulation results for the respective Light Rail Vehicles for the Green and Purple.	Clause 30.19.2 of the

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Please see the attached power simulation, as published on the Owner’s FTP. Clause 3.1.2 of the Agreement shall apply for the said attached simulations.	Agreement
76.		Attention is drawn to the following amendments by the Tender Committee to Clause 30.20 of the Agreement shall be updated, replacing the current wording with the following: 30.20 Additional Commercial Activity 30.20.1. General 30.20.1.1 The Owner shall have the exclusive right, throughout the Agreement Period and at its sole discretion, to conduct additional commercial activities on any site located within and/or related to the LRT System, including but not limited to the Stops and/or Stations and/or on-board the Vehicles and/or along any of the Lines. Several non-exhaustive examples of such additional commercial activity are: (i) advertising; (ii) retail (e.g., shops, stands, promotions and the like); (iii) food and beverage (e.g. café, fast food, snacks, market stall and vending machines); (iv) services (e.g. pharmacy, beauty and the like) any other type of commercial activity. Without derogating from the foregoing, it is hereby clarified that such additional commercial activity shall not be restricted to any type, area or field of business nor to any quantity, extent or volume thereof, subject to the Owner's sole discretion (the “Additional Commercial	Clause 30.20 of the Agreement

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		Activity”). 30.20.1.2 In the event the Owner decides to engage in any Additional Commercial Activity, it may decide to manage and/or supervise the execution of the Additional Commercial Activity on its own (whether directly by itself or by a third party appointed by the Owner for this purpose) or by appointing the Operator to do so on the Owner's behalf (for the purpose of this Clause 30.20 “Manage” or “Management Services”). 30.20.1.3 The Owner may at any point, revoke and/or end the Management Services provided by the Operator, for any reason and: (i) decide to Manage by itself or by appointing any other third party to Manage on its behalf (ii) terminate and/or suspend the Additional Commercial Activity altogether (whether in full or in part); (iii) conduct further ancillary Additional Commercial Activities in addition to and/or in tandem with the Additional Commercial Activity already being Managed. 30.20.1.4 In the event that the Operator was appointed to Manage any Additional Commercial Activity, then it shall be entitled to payment under Clause 30.20.3 below. Any obligations of the Operator with respect to the Additional Commercial Activity, including those required if the Operator is not appointed to Manage any Additional Commercial Activity, shall be borne solely by the Operator. 30.20.1.5 The Operator hereby waives any claim for compensation and/or	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		indemnification of any kind from the Owner regarding the Additional Commercial Activity, including claims for any additional payment beyond the payment prescribed to it for Management (if appointed) per the provisions and conditions detailed herein, or reimbursement of any costs and/or expenses and/or any loss of revenues and/or other loss or damage incurred and/or suffered in connection with the performance of its contractual obligations in connection with the Additional Commercial Activity, whether the Operator was appointed or not to Manage any Additional Commercial Services. 30.20.1.6 Any equipment, systems and materials purchased, installed and/or implemented in connection with the Additional Commercial Activity, are solely and wholly owned by the Owner. All such equipment, systems and any materials and the ownership with respect to the foregoing shall be transferred to the Owner upon their arrival to any part of the Site. For the removal of doubt, the Operator (and any Supplier) shall have no rights of ownership or other property rights or other rights whatsoever under any applicable Law concerning such equipment, systems, and any materials and the Operator hereby waives any right to make such claim and/or demand . 30.20.1.7 Unless specifically agreed otherwise by the Owner and subject to the Law, any act, decision or interface performed by the Operator with respect to the Additional Commercial Activity, is subject to the Owner's prior and written approval . 30.20.1.8 For the removal of doubt it is hereby clarified that neither the Management of any	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		Additional Commercial Activity nor the Operator's compliance with and/or implementation of any one or more of the provisions of this Clause shall constitute or amount to or be considered or deemed to be a Change under the Agreement. Payment with regard to Additional Commercial Activity shall be in accordance with the provisions of Clause 30.20.3 below, where it is clarified that in the event the Operator was not appointed to Manage an Additional Commercial Activity, it is not entitled to any additional payment, including the Operator's Management Payment (as defined in Clause 30.20.3.1 below), for performing any and all of its obligations with respect to said Additional Commercial Activity, inter alia, as detailed in this Clause 30.20.1. 30.20.2 <u>Management of Additional Commercial Activity</u> 30.20.2.1 Management by the Operator (i) Where the Operator is appointed to Manage any Additional Commercial Activity by the Owner, in accordance with the above, the Operator shall perform, inter alia, all (but not only) the following tasks and responsibilities as an integral part of the Management Services and bear the full responsibility and related costs in connection with the Management of each Additional Commercial Activity: (a) Engage, subject to the provisions of the Agreement, subcontractors or any third party to perform the Additional Commercial Activity (herein: the "Suppliers"), or manage the Owner's engagement with such, including serving as the Owner's representative, all subject to the	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		Owner's sole discretionary instructions; (b) Bear the overall sole and complete responsibility for any Additional Commercial Activity Managed by it, including for the acts and/or omissions of the Suppliers in connection with the Additional Commercial Activity; (c) Compile, publish manage and perform any other action, task or activity required to successfully conduct tenders or other form of competitive procurement processes required by the Owner or by Law to implement the relevant Additional Commercial Activity, including but not limited to: compiling, drafting and publishing the tender/competitive process documents; engagement of consultant's necessary for the tender/competitive process; managing the tender/competitive process (including clarifications and publication of responses and updating of the tender/competitive process documents); reviewing and scoring of the bids; supervising the successful bidder in the signing and implementation of the contract, all the forgoing subject to the instructions of the Owner; (d) Coordinate, obtain and renew any licenses, permits and consents as may be necessary or required for the implementation of all tasks and activities with respect to the Additional Commercial Activity from any third party (including, inter alia, the Owner, the Project Companies, the Redline O&M and maintainers, authorities, municipalities, MOT and the like); (e) Charge and collect from the Suppliers the revenues produced in connection with the	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		Additional Commercial Activity; (f) Transfer the Owner's Share per Clause 30.20.3.3 below; (g) Bear the responsibility for procuring, installing, and maintaining (directly or through the respective Supplier) all of the equipment, systems and any materials necessary for the successful implementation of the Additional Commercial Activity, all subject to the Owner's instructions; (h) Uninstall and/or disassemble (directly or through the respective Supplier) any equipment, systems materials installed as aforesaid, and restore the premises and assets to their original state, at any point, subject to the Owner's request, at no additional charge, all subject to the Owner's instructions; (i) Obtain the Owner's prior written consent for any Supplier and to any agreement related to the Additional Commercial Activity; (j) Incorporate into its Supplier agreements binding provisions (requiring the Owner's prior written approval), that include an acknowledgement by the Supplier that it agrees to an assignment of the supply contract and all warranties provided by it to the Operator thereunder to the benefit of the Owner directly, giving the Owner step – in and/or assignment rights of said supply contract (whether upon the termination of the supply contract for any reason or per the Owner's instruction), in a manner that guarantees the Owner's ability to take over any such	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		supply contract and the Management of the respective Additional Commercial Activity; (k) Manage all Additional Commercial Activities rendered to it by the Owner in a separate bookkeeping system for all activities connected and/or related to the above; (l) Submit to the Owner a detailed monthly report, per each Additional Commercial Activity Managed by the Operator, detailing, inter alia, a description of the ongoing implementation activities related to any Additional Commercial Activity, including any incidents and irregularities, the costs, expenses, revenues and any additional information relevant thereto and/or requested by the Owner; (m) In the event of any interruption to the LRT System in connection with any Additional Commercial Activity, the Operator shall indemnify and hold harmless the Owner, the Project Companies and any third party against all debts, obligations, liabilities, losses, expenses, costs and damages of any kind and however arising, suffered, incurred or sustained by any of the above as a result or in connection with such interruption; (n) In the event of any interruption to the LRT System in connection with any Additional Commercial Activity, (including due to an act and/or omission of a Supplier of the Operator), the Operator shall be immediately required to (i) provide notice to the Owner with respect to such interruption; (ii) use its best efforts to mitigate and minimize such interruption; (o) Fully cooperate with and support the Owner and anyone acting on Owner's behalf and/or	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		any other third party with respect to any Additional Commercial Activity being pursued. Such cooperation and support shall include, but not be limited to the following: • Appointing a designated point of contact within the Operator's Key Personnel or Second Level Personnel responsible for the management of such cooperation and support; • Coordination of the Operation Services with any Additional Commercial Activity; • Interfacing with the Project Companies, the Redline O&M and/or any other relevant third party, as needed, in connection with the Additional Commercial Activity; • Ensuring availability of and accessibility to the Lines to suppliers and/or other service providers; • Assisting and supporting in the preparation of any tenders or other competitive procurement process; • Coordination and assistance during installations, operation and maintenance and any other assistance required by the Owner ; • Cooperation and support requested by the Owner. (p) Notify the Project Companies and/or the Owner and/or any other third party acting on its behalf regarding unreasonable impacts of any Additional Commercial Activity on the	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		Operation Services and/or the LRT System including but not limited to the encountering of defects and/or failures resulting from and/or related to any such Additional Commercial Activity. For the removal of doubt, the aforesaid does not derogate from the Operator's obligations, inter alia, to adapt and make any adjustment to its activity and create and maintain reasonable interfaces to support the Additional Commercial Activity, including for example ensuring the cleanliness of the location/s where the Additional Commercial Activity is being conducted within the areas that are under the custody of the Operator and/or any other similar reasonable action, adjustment, adaptation or interface required to support the Additional Commercial Activity, all without entitlement to additional payment. 30.20.2.2 Management by Owner or Third Party: In the event that the Operator was not appointed to Manage an Additional Commercial Activity by the Owner, the Operator shall be required to fully cooperate and perform at its sole responsibility bearing all costs connected therewith, inter alia, the tasks and responsibilities detailed in Clauses 30.20.2.1 (i)(n) – 30.20.2.1 (i)(p) above, as an integral part of its contractual obligations without entitlement to additional payment or remuneration or compensation or reimbursement of any kind. 30.20.3 Additional Commercial Activity - Payment 30.20.3.1 If the Operator is appointed by the Owner to Manage any Additional Commercial	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		Activity, the Operator shall be entitled to receive Payment equal to twenty five percent (25%) of the revenues produced by each such Additional Commercial Activity, in consideration for the exact, full and strict compliance and implementation of its obligations and undertakings of the Management of the Additional Commercial Activity(ies) ("Operator's Management Payment"). The remaining seventy five percent (75%) of the revenues produced by each such Additional Commercial Activity Managed by the Operator shall belong to the Owner (the "Owner's Share"). 30.20.3.2 The Operator's Management Payment includes, inter alia, all of the Operator's additional costs (including overhead cost), expenses and profit in connection with the Management of any such Additional Commercial Activity and shall constitute the Operator's full and sole consideration and payment for the full and exact execution of its responsibilities under this Clause 30.20 and for the performance of any other obligation and undertaking in connection with the Additional Commercial Activity. For the removal of doubt, in the event that the Operator is required to incur costs of any nature in excess of the payment it received for the Management as aforesaid, the Operator shall not be entitled to any further or additional payment or remuneration or compensation or reimbursement of any kind and such excess costs and/or expenses shall not be taken into account for any purpose and shall be solely borne by the Operator. 30.20.3.3 The Owner's Share shall be transferred to the Owner by the Operator within thirty	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		(30) days from the respective collection date thereof. It is clarified that the Operator shall bear the sole responsibility for the aforesaid transferring of the Owner's Share, including where the Operator failed and/or delayed collecting of any revenues produced by each such Additional Commercial Activity. 30.20.3.4 If the Operator was not appointed to Manage an Additional Commercial Activity, it shall not be entitled to receive any additional payment or remuneration or compensation or reimbursement of any kind beyond the payment it is entitled to under the Agreement with respect to the performance of its contractual obligations, including those detailed in Clause 30.20.2.2 above.	
77.	Q	1. The Tender committee is kindly requested to amend Clauses 30.20.4.1 and 30.20.4.2. of the Agreement, such that it shall be subject to the Operator not presenting a negative return on investment, in which case the revenue share will be adjusted by agreement of both Parties. 2. The Tender Committee is requested to determine that the payment mechanism will be based on the profits to the Operator, instead of the revenues from the Additional Commercial Activity, or alternatively that the current allocation shall only be considered as the minimum payment subject to Operator's option to require and demonstrate different allocation of the revenues which will derive from the total costs occurred by the Operator.	Clause 30.20.4.1-2 of the Agreement

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	- Please refer to Item #76 above (in this Addendum) which include the updated provisions related to the Additional Commercial Activity. - Denied.	
78.	Q	The Tender Committee is requested to amend section 36.3.1 of the Agreement and replace the words "in connection with the Operation of the LRT System" with the words: "to perform the Operation Services".	Clause 36.3.1 of the Agreement
	A	Denied.	
79.	Q	The Tender Committee is kindly requested to add the following words at the end of Clause 36.3.2 of the Agreement: "except where such Authority delays the obligations of the Owner or imposes Changes."	Clause 36.3.2 of the Agreement
	A	Denied.	
80.	Q	The Tender Committee is requested to reduce the required limits of liability for the Mobilization Phase.	Clause 36.6.1 of the

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Denied.	Agreement
81.	Q	The Tender Committee is kindly requested to amend Clause 37 of the Agreement so that the time limits of submissions of Notices of Claim and Claim Documents shall apply equally to both Parties.	Clause 37 of the Agreement
	A	Denied.	
82.	Q	The Tender Committee is kindly requested to increase the default threshold from 10% to 25%.	Clause 39.1.3.12 of the Agreement
	A	Denied.	
83.	Q	The Tender Committee is kindly requested to amend Clause 39.1.10.1 of the Agreement by deleting the words: "as specified by the Owner at its sole discretion" and replacing them with the words: "in accordance with this Agreement".	Clause 39.1.10.1 of the Agreement

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Denied.	
84.	Q	The Tender Committee is kindly requested to increase the settlement fee.	Clause 39.2.5.1(iii) of the Agreement
	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.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
86.	Q	The Tender Committee is kindly requested to clarify that in the event of termination for convenience by the Owner during Mobilization Phase 1 or Mobilization Phase 2, the Operator shall be entitled to receive, in addition to the compensation specified in Clause 39.2.5.1, a Settlement Fee as outlined in Clause 39.2.5.2(iii).	Clause 39.3.2 of the Agreement
	A	Denied.	
87.	Q	The Tender Committee is kindly requested to add a provision which provides for the consideration of Force Majeure events in the calculation of the KPIs.	Clause 41.3.2 of the Agreement
	A	The wording shall remain unaltered.	
88.	Q	The Tender Committee is kindly requested to clarify that cooperation in relation to other transportation projects may be deemed a Change Order, depending on the type of services required.	Clause 44.1 of the Agreement

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Denied. The Operator's obligations pursuant Clause 44.1 of the Agreement is part of the Operator's scope of work under the Agreement.	
89.	Q	The Tender Committee is kindly requested to amend Clause 49.2.1 of the Agreement as follows: Unless explicitly stated otherwise and excluding the Milestone's documents submission, in the event that the Operator fails to timely submit to the Owner, by the due date stipulated in the Agreement, any deliverable, report, plans, schedule or documents required under or pursuant to the Agreement which achieves a SONO or SONOWC in full compliance with the relevant contractual submission requirements detailed in the Agreement and obtain the Owners written confirmation with respect to same (each, a "Submission"), or in the event that any such Submission does not fully comply with the relevant contractual requirements under this Agreement, the Operator shall incur liquidated damages..."	Clause 49.2.1 of the Agreement
	A	Denied.	
90.	Q	The Tender Committee is kindly requested to amend Clause 49.4.4.3 of the Agreement by adding the following words after "Operator's Personnel": "except any such failure which is subject to any other kind of Liquidated Damages under this Agreement."	Clause 49.4.4.3 of the Agreement

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Denied.	
91.	Q	The Tender Committee is kindly requested to delete Clause 49.4.4.4 of the Agreement as the failure to perform any part of the Serviced is already subject to Liquidated Damages under other provisions of the Agreement.	Clause 49.4.4.4 of the Agreement
	A	Denied.	
92.	Q	The Tender Committee is kindly requested to amend Clause 49.5.2 of the Agreement such that Liquidated Damages shall be the sole and exclusive monetary right, entitlement, and remedy to the Owner under the Agreement, except in the case of termination.	Clause 49.5.2 of the Agreement
	A	Denied.	
93.	Q	The Tender Committee is kindly requested to amend Clause 49.5.2 of the Agreement, so that after the word "Guarantees" will come the words "subject to 14 Business Days prior written notice by the Owner".	Clause 49.5.2 of the Agreement

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Denied.	
94.	Q	The Tender Committee is kindly requested to amend Clause 49.6 of the Agreement such that the Operator shall only be responsible for "no cost" mitigation measures if the delay or the damage being mitigated is not due to the Operator's responsibility.	Clause 49.7.6 of the Agreement
	A	Denied.	
95.	Q	1. The Tender Committee is kindly requested to amend Clause 49.7.5 of the Agreement, such that the word "reasonable" will be added after the words "for any and all". 2. The Tender Committee is kindly requested to clarify that the Owner's Overhead Costs covered by Clause 49.7.6 shall not be double considered as actual costs under Clause 49.7.5.	Clause 49.7.5 of the Agreement
	A	1. Denied. The Wording shall remain unaltered. 2. The Wording shall remain unaltered.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
96.	Q	The Tender Committee is kindly requested to amend Clause 49.7.8 of the Agreement, by replacing the words " <i>acceptable to the Owner</i> " with the words: " <i>acceptable to both Parties</i> ".	Clause 49.7.8 of the Agreement
	A	Denied. Wording shall remain unaltered.	
97.	Q	The Tender Committee is kindly requested to amend Clauses 49.7.9, 49.7.10, 49.7.11, 49.7.13 & 49.7.15 of the Agreement, so they are mutually applied to both Parties.	Clauses 49.7.9 – 11, 49.7.13 and 49.7.15 of the Agreement
	A	Denied. Wording shall remain unaltered.	
98.	Q	The Tender Committee is kindly requested to amend Clause 49.7.12 by replacing the words "then the Operator shall not be liable for both of them, but only for the higher of them" with the words: "then the Operator shall only be liable for Liquidated Damages"	Clause 49.7.12 of the Agreement
	A	Denied. Wording shall remain unaltered.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
99.	Q	The Tender Committee is kindly requested to amend the overhead cost payment percentage in clause "c" in the "Direct Cost" definition, by increasing it to 5%.	Appendix A of the Agreement <i>(Definitions)</i>
	A	Denied.	
100.		Attention is drawn to amendment in “Commercial Kilometer or Commercial Km” definition in Annex A of the Agreement <i>(Definitions)</i> by the Tender Committee, as follows: Commercial Kilometer or Commercial Km - shall mean the distance in kilometers travelled between the first Station/Stop to the last Station/Stop (including excluding “turn back tracks”), in accordance with the Operation Service Scheme, by one or more Trains (as the case may be) while operating Passenger Service. Such distance shall be measured in accordance with and subject to Clause 14.6.3 of the Agreement.	Appendix A of the Agreement <i>(Definitions)</i>
101.	Q	The Bidder kindly requests the Tender Committee to publish the date of Project Company NTP for Green Line.	Appendix B of the Agreement

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Please refer Item #104 of Addendum #10: The Green Project Company NTP is 18.12.2023;	<i>(Operation Services Timeline, Milestones and Liquidated Damages)</i>
102.	Q	The Tender Committee is hereby requested to clarify how the following references to the Mobilization Phase of the Green Line remain consistent with each other: • The shortened of Interface Milestone 7 and Interface Milestone 8; • The Assumption in Clause 2.6.3 of Annex D to the ITB; • The Assumption in clause 4.5.1.2 to the Agreement.	Appendix B of the Agreement <i>(Operation Services Timeline, Milestones and Liquidated Damages)</i>
	A	Please refer to Items #2 and 3 of Addendum #11	
103.	Q	In milestones M11 (Readiness of the Operator for commencement of Drivers Instructors' and Station Master instructors' training by the Project Company) and M12 (Completion of training and certifying Drivers Instructors and Station Master instructors by the Operator) of Appendix B of Volume 2,	Appendix B of the Agreement <i>(Operation</i>

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		Section B - Operation Milestones, a reference to the Station Master is done. According to the Bidder's knowledge, the Master Station only applicable for the Green Line. Then the Bidder understands that any reference to the Master Station in Purple Line milestones does not apply. The Bidder kindly requests the Tender Committee to confirm if the understanding is correct.	<i>Services Timeline, Milestones and Liquidated Damages):</i>
	A	Approved. Readiness of the Operator for commencement and completion of Station Master instructors' training by the Project Company shall apply only with respect to the Green Line.	
104.	Q	The Tender Committee is kindly requested to modify the eighth paragraph of each of the referenced bonds in a manner that If the New Index shall be lower than or equal to the Basic Index, the Amount of the Principal Amount shall remain unchanged.	Appendices F-1, F-2, G-1, G-2, G-3, H-1, H-2, H-3, I-1, I-2 of the Agreement
	A	Denied.	
105.	Q	The Tender Committee is kindly requested to modify the ninth paragraph of each of the referenced bond's drafts as follows: from “We undertake to pay you any sum specified in your written demand up to the...” to “We undertake to pay you any sum specified in your written and purportedly signed demand up to the...”	Appendices F-1, F-2, G-1, G-2, G-3, H-1, H-2, H-3, I-1, I-2

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Denied.	of the Agreement
106.	Q	The Tender Committee is kindly requested to modify the seventeenth paragraph of each of the referenced bond's drafts as follows: from “This ...xxx... Guarantee shall not be assigned or transferred by you without our consent...”. to “This ...xxx... Guarantee shall not be assigned or transferred by you without our prior written consent...”	Appendices F-1, F-2, G-1, G-2, G-3, H-1, H-2, H-3, I-1, I-2 of the Agreement
	A	Denied.	
107.	Q	The Tender Committee is hereby requested to explain what personal information or personal data the Operator will collect which classifies them as a "data processor", and further, what Clauses of the Agreement are referred to in the Data Processing Agreement.	Appendix Z of the Agreement <i>(Data Processing Agreement)</i>
	A	Please refer to Clause 6 of Appendix Z of the Agreement. The said Appendix constitutes an integral part of the Agreement, in accordance with Clause 3.1.1 of the Agreement and the preamble of the Appendix. Without derogating from the above, it is hereby clarified that the Operator has to analyze all of its	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		activities during the Agreement Period and make any necessary adjustments, modifications, and/or perform any other task, as it may be necessary to carry out its obligations under the Agreement.	
108.	Q	The Tender Committee is kindly requested to clarify that in such event, the appointment of a Direct Contractor will itself be considered a Change.	Clause 2.2 of Appendix L of the Agreement <i>(Change Orders)</i>
	A	Denied.	
109.	Q	The Tender Committee is kindly requested to amend the Operating Overhead Costs percent in Clause 7.4 by increasing to 8%.	Clause 7.4 of Appendix L of the Agreement <i>(Change Orders)</i>
	A	Denied	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
110.	Q	The Tender Committee is kindly requested that the Owner will add the Operator as “Additional Insured” to the Project Companies following Insurance Policies : • Construction All-Risks Insurance. • All-Risks Insurance for other Property • Advance Loss of Profits (ALOP) Insurance. • Heavy Engineering Equipment and Machinery Insurance. • Property All-Risks Insurance + Rolling Stock • Consequential Loss (Loss of Profits) Insurance. • Terror and War Insurance. • Machinery Breakdown and Electrical Damage Insurance	General - Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied.	
111.	Q	The Tender Committee is kindly requested to exclude “agents and representatives” in subclauses (i) and (ii) of the referred Clause.	Clause 1.3 of Appendix N to

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Denied.	the Agreement <i>(Insurance Policies)</i>
112.	Q	The Tender Committee is kindly requested to amend the following provisions in the referred clause : 1. The words “and against all risks” shall be deleted as follows:” [...] The policy shall cover the property for their full reinstatement value and against all risks, including (inter alia) against fire [...]” 2. The cover of theft, burglary and robbery shall be sub-limited to USD 1,000,000. 3. To allow the addition of SRCC exclusion in cases which it cannot be obtained under Property Insurance, or if it is only available on sustainably uneconomic terms.	Clause 2.1.1 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	1. It is clarified that "Fire Extended Insurance" coverage will be accepted as another alternative for "All Risk Insurance". The Wording shall remain unaltered. 2. Confirmed 3. Denied.	
113.	Q	The Tender Committee is kindly requested to delete the following paragraph from the referred clause as follows:	Clause 2.1.2 of Appendix N to

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		"In the event of a single loss involving one or all of the above, only one deductible, the highest will apply."	the Agreement <i>(Insurance Policies)</i>
	A	Denied.	
114.	Q	The Tender Committee is kindly requested that the extension for denial and/or obstruction and/or prevention of access shall be sub-limited to a sum of USD 2,000,000.	Clause 2.2.5(1) of Appendix N to the Agreement <i>(Insurance Policies)</i>
	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.	
115.	Q	The Tender Committee is kindly requested to amend the requested policy from "All Risk Insurance" to "Fire Extended Insurance".	Clause 2.3.1 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	It is clarified that "Fire Extended Insurance" coverage will be accepted as another alternative for "All Risk Insurance. The Wording shall remain unaltered.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
116.	Q	The Tender Committee is kindly requested to exclude “Additional Insured Parties” from the Professional Liability Insurance cover requests.	Clause 2.3.1 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied.	
117.	Q	The Tender Committee is kindly requested to amend the requirement of seven (7) years to three (3) years) after termination /cancellation / expiry of the policy.	Clause 2.3.2 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied.	
118.	Q	The Tender Committee is kindly requested to delete the referred Clause.	Clause 2.3.4 (3) of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
119.	Q	The Tender Committee is kindly requested to delete the referred Clause.	Clause 2.4.2 (5) of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied.	
120.	Q	The Tender Committee is kindly requested that Terror and War Insurance will not be mandatory if its coverage is proven to be unachievable and/or substantially uneconomic.	Clause 2.11 of Appendix N to the Agreement <i>(Insurance Policies)</i>
	A	Denied. Please refer to the updated 2.11 Clause.	
121.	Q	The Tender Committee is kindly requested to sub-limit the Terror and War Insurance coverage for damage to the entire LRT system including Rolling Stock to USD 5,000,000	Clause 2.11.1 to Appendix N of the Agreement <i>(Insurance</i>
	A	Denied. Please refer to the updated 2.11 Clause.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
			<i>Policies)</i>
122.	Q	The Tender Committee is kindly requested to increase the number of days to 14 business days.	Clause 2.11.3 to Appendix N of the Agreement <i>(Insurance Policies)</i>
	A	Denied. Please refer to the updated 2.11 Clause.	
123.	Q	The Tender Committee is kindly requested that the request from the Operator to ensure that agents and representatives acting on its behalf will obtain Insurance Policies will be deleted.	Clause 3.11 to Appendix N of the Agreement <i>(Insurance Policies)</i>
	A	Denied.	
124.	Q	The Tender Committee is kindly requested that the Operator's Third Party Liability Insurance Policy shall not be primary to the Project Companies Insurance Policies.	Clause 3.3.2 to of Appendix N

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Denied. It is clarified that the said Clause does not determine that the operator insurance will be primary to the of the project company insurance.	of the Agreement <i>(Insurance Policies)</i>
125.	Q	The Tender Committee is kindly requested to amend the referred clause and decrease the number of days to 7 days.	Clause 3.4.1 to of Appendix N of the Agreement <i>(Insurance Policies)</i>
	A	Denied.	
126.	Q	The Tender Committee is kindly requested to decrease the number of days to 7 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
127.	Q	The Tender Committee is requested to amend the provisions of the appointment of an arbitrator so that one is appointed within a limited period after the Signature Date, even if before a dispute arises.	Clause 2.2.3 of Appendix O of the Agreement <i>(Dispute Resolution)</i>
	A	Denied, the wording shall remain unaltered.	
128.	Q	The Tender Committee is kindly requested to clarify that the term Claim in this Clause is differently defined than the Claim under Clause 37 and consider using another term.	Clause 2.4.2.1 of Appendix O of the Agreement <i>(Dispute Resolution)</i>
	A	Both “Claim” refers to the same term.	
129.	Q	The Tender Committee is kindly requested to clarify that the limitation on submission of evidence and arguments applies mutually to both Parties.	Clause 2.4.2.5 of Appendix O of the Agreement <i>(Dispute Resolution)</i>
	A	Denied.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
			<i>Resolution)</i>
130.	Q	The Tender Committee is hereby requested to provide additional information regarding the Red Line, including the daily ridership.	Appendix Q of the Agreement <i>(Red Line General Specification)</i>
	A	Please refer to the attached, Annex1 of Appendix Q of the Agreement, as published on the Owner's FTP, including additional information regarding the Red Line. The information included in the said attached is not binding in any way towards the Owner and shall not in any way whatsoever give rise to a claim by the Operator and hereby waives any claim in connection with it.	
131.	Q	The Committee is requested to include 20% of the NIS 15,000,000 lump sum payment for the Red Line in its WP calculation.	Clause 4.1.4 of Appendix R of the Agreement <i>(Principles of the Transfer of the Operation of the Red Line</i>
	A	Denied.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
			<i>to the Operator)</i>
132.	Q	The Committee is requested to remove the Clause stating that the Operator will not receive the lump sum payment for the mobilization of the Red Line if they are a Relevant Entity of the Redline O&M. Alternatively the tender committee is requested to determine the reasonable partial lump sum payment to Operator which is Relevant Entity of the Redline O&M.	Clause 4.2 of Appendix R to the Agreement <i>(Principles of the Transfer of the Operation of the Red Line to the Operator)</i>
	A	Denied.	
133.	Q	The Tender Committee is kindly requested to clarify the following in the tender documents: 1. According to Volume 2 Appendix V, the daily number of passengers on the Purple Line is 257,0000, and on the Green Line 275,000. On this basis we have calculated that the number of passengers per year will be 67.5 million on the Purple Line and 74 million on the Green Line . 2. However, the presentation presented at the Bidders' conference stated that the number of passengers	Appendix V of the Agreement <i>(Demand Forecast)</i>

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		on each line is between 50- 60 million per year.	
	A	1. The information provided during the Bidders conference was for convenience purpose only and in case of discrepancy the Tender Document shall prevail . 2 .The potential Bidders are referred to Appendix V of the Agreement (<i>Demand Forecast</i>) which includes the updated information. 3 .The information and details in Appendix V of the Agreement (<i>Demand Forecast</i>) shall be subject to change from time to time.	
134.	Q	Please clarify why there are differences in the Green Line and Purple Line passenger demand in Volume 2 in comparison to the demand forecasts attached in Volume 4 under Volume 3 (Project Requirements) Part I (Project Overview) Chapter 4 [GL] (Operation Concept) Annex A.	Appendix V of the Agreement <i>(Demand Forecast)</i>
	A	Appendix V of the Agreement (<i>Demand Forecast</i>) contains updated information in comparison to Volume 4 under Volume 3 (Project Requirements) Part I (Project Overview) Chapter 4 [GL] (Operation Concept) Annex A.	
135.	Q	The Tender Committee is requested to provide clarification on the accurate number of required driver trainers during the Mobilization Phase.	Appendix Y of the Agreement

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Please refer to Item #6 of Addendum #12	<i>(Operator's Mobilization Plan)</i>
136.	Q	The Tender Committee is kindly requested to clarify the following in relation to the number of driver trainers for the Purple Line: 1.Attachment F1 - Example Calculation of Examination of Sum of Payments – 16 Trainers 2.Volume 2, Appendix Y, Operator's Mobilization Plan – 6 Trainers	Appendix Y of the Agreement <i>(Operator's Mobilization Plan)</i>
	A	Please refer to Item #6 of Addendum #12.	
137.	Q	Please provide the number of TVMs and CLMs that will be in each Stop for both lines.	General - Volume 3
	A	1. For the Green Line – 2 TVM and 4 CLM per each Stop. 2. For Purple Line – 2 TVM and 4 CLM per each Stop. Clause 3.1.2 of the Agreement shall apply regarding the TVM and CLM number.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
138.	Q	Please clarify whether the Secondary OCC, while it is in standby mode, can present real time information and can be used by the Operator's staff for training purposes.	General - Volume 3
	A	Confirmed, subject to the Agreement, <i>inter alia</i> , to Appendix B (<i>Operation Services Timeline, Milestones and Liquidated Damages</i>) and Appendix M (<i>Operation Interface</i>) of the Agreement.	
139.	Q	The Tender Committee is kindly requested to confirm that a proper storage space shall be provided for the required equipment supplied by the Operator.	Clause 11.1 of Chapter 1, Part III, Volume 3 <i>(Security and Emergency Preparedness Requirements)</i>
	A	Such equipment shall be accommodated in the relevant locations as detailed in Volume 4 .	
140.	Q	The Tender Committee is hereby requested to confirm whether the CSOC could be operated from a remote location or whether the CSOC must be operated from the Operator's premises.	Clause 3.1.2 of Chapter 2,

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	The CSOC shall be operated from the Operator's premises only.	Part III, Volume 3 <i>(Cyber Security Operational Requirements)</i>
141.	Q	The Tender Committee is hereby requested to provide further details on the Penetration Tests, particularly in relation to (i) the scope of the Penetration Tests; (ii) whether the testing is infrastructural or applicative; (iii) which systems the testing will be performed on (e.g. Greybox, Whitebox, Blackbox etc.) and (iv) whether the Penetration Tests can be done remotely?	Clause 3.2.1.3 of Chapter 2, Part III, Volume 3 <i>(Cyber Security Operational Requirements)</i>
	A	The scope of the penetration tests will be determined in close consultation by the Owner and INCD to ensure comprehensive coverage. For operational networks, penetration testing will not be conducted remotely.	
142.	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 <i>(Cyber Security Operational Requirements)</i>
143.	Q	The Tender Committee is hereby requested to clarify which architecture models are permitted for the SIEM, and specifically, whether it is permissible to have; (i) a managed SIEM system as part of a Managed Security Service Provider (MSSP) (i.e. as a shared SIEM).	Clause 3.4.1 of Chapter 2, Part III, Volume 3 <i>(Cyber Security Operational Requirements)</i>
	A	The SIEM will be established on-premises in accordance with the Tender Documents' requirements. Utilization of a Managed Security Service Provider (MSSP), whether in a shared capacity or otherwise, is not permitted.	
144.	Q	1. The Bidder requests the Tender Committee to reconsider and remove the requirement to implement Primavera for the aforementioned purposes. 2. The Tender Committee is requested to remove the requirement to incorporate Maintenance activities into the Operation Schedule.	Chapter 4, Part III, Volume 3 <i>(Schedule Management and Reporting)</i>
	A	Denied.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
145.	Q	For a better visibility of the current environmental conditions of the lines and in order to be able to estimate in a more efficient way the environmental impacts in the Operation phase, we would kindly request, if you can provide us with the translation to English of the Appendix B (Environmental impact assessments)	Chapter 10, Part III, Volume 3 <i>(General Specifications)</i> <i>(Environmental , Sustainability and Social Management Requirements)</i> and Item #66 of Addendum #6
	A	The Owner does not have an official translation of the Environmental impact assessments, which was published as Item #66 of Addendum #6. The Operator may translate it at its own responsibility and cost.	
146.	Q	1. The Tender Committee is kindly requested to clarify, whether at the beginning of the Peak Hours period (according to the example brought as in paragraph 2.2.2 of Annex 1 - 07:00) (i) should be at 07:00 empty trains at selected Stations and/or Stops along the Line in order to have the Headway increased all at the same time, or (ii) from 07:00 the Headway from both Terminals will be increased, as it is common to change the headways in the terminal stops. 2. In case that the Tender Committee clarifies as per paragraph (i), the Tender Committee is kindly requested to change the percentages of the empty KM incentive/penalty in section 30.6 of the	Annex 1 of Volume 3, Part IV, Chapter 1 <i>(Operation Requirements)</i>

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		Operation Agreement as follows: 5% should be changed to 8%, and 7% should be changed to 10%. (as the Operator is required to drive additional Non-Commercial Kilometers for the purpose of bringing empty trains to selected Stations along the Line).	
	A	1. The first option above ("i") is confirmed, subject to the Agreement, <i>inter alia</i>, Annex 1 of Volume 3, Part IV, Chapter 1 (Operation Requirements). 2. Denied.	
147.	Q	The Tender Committee is hereby requested to clarify whether the Bidder is permitted to deviate from the frequency requirements stated in the timetables set out in Annex 1 of Chapter 1, Part IV, Volume 3 (<i>Operation Requirements</i>) or whether they are fixed, and binding and the Bidder is not permitted to deviate from them.	Clauses 3.7 and 5.13 of Annex 3 of Volume 3, Part IV, Chapter 1 <i>(Operation Requirements)</i>
	A	The frequency requirements are obligatory and bind the Operator, subject to the Owner's rights to define from time to time the frequencies' requirements, <i>inter alia</i> , in accordance with Clause 1.2 of Annex 1 of Chapter 1, Part IV, Volume 3 (<i>Operation Requirements</i>).	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
148.	Q	The Tender Documents stipulate that the Operator is to appoint 2 Operation Managers, one for each Line. For the purpose of consistency and efficiency, please consider adding a stipulation for the appointment of one General Operation Manager to oversee and supervise these two appointments which should be under the responsibility of one General Operation Manager.	Clause 5.4 of Chapter 1, Part IV, Volume 3, (Operation Requirements) <i>(Operation Requirements)</i>
	A	The wording shall remain unaltered. The Operator is allowed to engage with additional Operation Managers subject to its compliance with the obligations in this respect, <i>inter alia</i> , under Clauses 5.4.1.4.5 and 5.4.2 of Volume 3, Part IV, Chapter 1 .	
149.	Q	The Tender Committee is hereby requested to clarify what is required of the Operator in relation to the "alternative service patterns and timetables"	Clause 5.14 of Annex 3 of Chapter 1, Part IV, Volume 3, (Operation Requirements) <i>(Operation Requirements)</i>
	A	Please refer to the following documents under Volume 4: V3.P I. C4[GL]+Operation ,Volume 3 (Operational Requirements); Part IV (Operation Requirements) Chapter 1 (Operation Requirements) Document reference no. 3-IV-1,Annex 2: Maintenance Window.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
150.	Q	Please clarify for each terminus whether both frontal and rear-reversing modes are acceptable.	Clause 5.9 of Annex 3 of Chapter 1, Part IV, Volume 3, (Operation Requirements) (Operation Requirements)
	A	Please refer to Clauses 8.9.5 and 8.9.6 of Chapter 1, Part IV, Volume 3 (<i>Operational Requirements</i>).	
151.	Q	The Tender Committee is hereby requested to clarify what is required from the Operator in relation to the "alternative service patterns and timetables".	Clause 5.9 of Annex 3 of Volume 3, Part IV, Chapter 4 <i>(Operation Requirements)</i> <i>(Operation Requirements)</i>
	A	As part of the Operation Plan, the Operator shall submit “alternative Service Line” that can be implemented (as applicable), based on the Line(s) alignment and the project configuration.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
152.	Q	The Tender Committee is hereby requested provide the LRT alignment.	Volume 4 – General
	A	Please see the attached drawing of the alignment, as published on the Owner’s FTP. Clause 3.1.2 of the Agreement shall apply for the said alignment.	
153.	Q	Please provide a clear and high-quality version of the line schematic layout including single line diagram with chainage location of all facilities, i.e., stations, switches, stabling etc’.	Volume 4 – General
	A	Please refer to Volume 4.	
154.	Q	It is kindly requested that the Tender Committee furnish additional information and diagrams pertaining to the Purple Line to facilitate the Bidding preparation process.	Volume 4 – General
	A	Please refer to Volume 4.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
155.	Q	The Minimum Operation Requirements tables within the Green Line Project Agreement and the Purple Line Project Agreement exhibit dissimilarities. Specifically, the parameters outlined in their respective right column are defined differently for each Line. The Tender Committee is kindly requested to harmonize these parameters to ensure consistency between the two.	The Minimum Operation Requirements – Volume 4
	A	Due to the difference between the 2 Lines (in all aspects), the asked parameters are different as well.	
156.	Q	The Tender Committee is requested to publish Volume 3 (Project Requirements); Part V (Safety) of the Project Agreement referred to in the Tender Documents	Volume 4 (Project Requirements) Part V (Safety) of the Project Agreement
	A	The said Part V was already published as part of Volume 4.	

The below-listed documents were published on the Owner's FTP following this Addendum:

1. Power simulation.
2. Annex 1 of **Appendix Q** of the Agreement (*Red Line General Specification*).
3. Drawing of the alignment.