

Tender for Due Diligence Study for the Jerusalem LRT System Red Line – Clarification Regarding Insurance Cover and Liability

No.	Relevant Section in RFP	Subject	Question	Response
1.	Annex D – General Conditions Section 8, and Special Conditions Section 16	Liability	<p>“We kindly ask you to agree to the following limitation of liability: The liability of the Consultant for damage and reimbursement of expenses is limited up to a maximum of ten-times of the contract value but not to exceed 2.5 Mio Euro (two point five million euros) no matter what the grounds for liability may be. The liability for indirect damages and consequential damages is excluded. This limitation on liability referred to above does not apply to damage caused intentionally or by gross negligence or malice on the part of the Consultant or its agents or to damage caused through a neglect of duties which the Consultant guaranteed to fulfil or to damage resulting from loss of life or bodily injury or to damage for which liability is mandatory according to the Product Liability Act.”</p>	<p>1. JTMT is inserting the following values into the Special Conditions of Contract with regard to insurance coverages:</p> <p>With regard to professional liability, limits of liability of not less than five million Euros (€5,000,000) for any one event and in the annual aggregate.</p> <p>With regard to employers’ liability and workers’ compensation insurance, limits of liability of not less than five million Euros (€5,000,000) for any one event and in the annual aggregate.</p> <p>With regard to third party liability, limits of liability of not less than one million Euros (€1,000,000) for any one event and in the annual aggregate.</p> <p>Liability for the agreement as a whole shall be limited to five million Euros for the duration of the agreement. The amounts of liquidated damages payable under the agreement shall not count towards this sum.</p>