

September 7<sup>th</sup> 2016

To:  
Purchasers of Tender Documents ("**Participants**")  
Tender No. 51403 (Supply and Maintenance of Double Deck Electric Multiple Units)

Re: **NOTICE # 15 TO PARTICIPANTS**  
**TENDER NO. 51403**

This notice (the "**Notice**") is being furnished to you in accordance with the provisions of Sections 11.2.4 and 11.3 of the Instructions to Bidders.

Following Notice # 12 to Participants, certain requests and questions received by ISR are addressed in this Notice below.

With respect to any question or request not specifically addressed by ISR in the previous Notices and the Tender Documents enclosed there and/or in this Notice # 15, the Tender Documents remain unchanged and ISR deems that no further clarification or amendment is required.

Capitalized words and terms used herein and not otherwise defined shall have the same meaning ascribed to them in the Tender Documents.

For the removal of doubt, unless otherwise explicitly stated herein, the Tender Documents remain unchanged and fully binding. It is hereby further clarified that throughout the Tender Process, ISR shall only be bound by the information submitted by it in writing, and no oral or other non-written response or information will bind ISR for any and all purposes.

**I. VOLUME A**

1. **Question**: ISR was requested to postpone the Submission Date.  
**Answer**: The Submission Date remains unchanged and is **September 28<sup>th</sup>, 2016**.
2. **Question**: ISR was requested to amend the Financial Pre-requisites regarding equity and the Cash Flow to Equity Ratio.  
**Answer**: The Tender documents remain unchanged in this respect.
3. **Question**: ISR was asked if the IRIS requirement can be fulfilled by a parent company of the First Member.  
**Answer**: No, all Technical Pre-requisites have to be fulfilled by the Single Bidder or the First Member, subject to the provisions of the Instructions to Bidders.
4. **Question**: ISR was requested to allow the members of Consortium to divide the fulfilment of pre-requisites in such way that the First Member could fulfil the Financial Pre-requisites and the Second Member could fulfill the Technical pre-requisites.

**Answer:** the Tender Documents remain unchanged in this respect.

5. **Question:** ISR was requested to delete Section 6.3.1 of the Instructions to Bidders.

**Answer:** the Tender Documents remain unchanged in this respect.

6. **Question:** Reference is made to Section 8 in Notice #9 to Participants. ISR was requested to amend the Instructions to Bidders such that **Attachment F1** to the Instructions to Bidders (Foreign Bidder's Industrial Cooperation Undertaking) shall be submitted in Envelope 3.

**Answer:** The Instructions to Bidders are hereby amended such that **Attachment F1** to the Instructions to Bidders (Foreign Bidder's industrial Cooperation Undertaking) shall be submitted in Envelope 3, as follows:

- a) Section 12.2.1(h) of the Instructions to Bidders is hereby deleted.
- b) The note in Section 12.2.3(b) is hereby deleted.

For clarification, **Attachment F1** to the Instructions to Bidders (Foreign Bidder's Industrial Cooperation Undertaking) shall only be submitted in Envelope 3, with unconcealed data, and shall not be submitted in Envelope 1.

7. **Question:** ISR was asked if Maintenance works will be taken into account for the purposes of Industrial Cooperation plans.

**Answer:** Bidders are referred to ICA's instructions to ISR as reflected in ICA's letter to ISR dated 23.6.2016 which was attached to Notice #11. Bidders may approach ICA with respect to such instructions.

8. **Question:** ISR was requested to change the form of the CPA Certificates in Attachments C1 and C2, D1 and D2, and E3 to the Instructions to Bidders.

**Answer:** Notwithstanding anything to the contrary in the Instructions to Bidders, Bidders shall be entitled to submit a CPA Certificate as requested in Attachments C1 and C2, D1 and D2, and E3 on their CPA's letterhead using wording that is not in strict conformity with the wording of the aforesaid Attachments, provided however, that (i) the wording of the CPA Certificates submitted is the same in essence and is not materially different from the wording of the applicable aforesaid Attachments; and (ii) the CPA Certificates submitted show compliance with the applicable Financial Pre-) requisites in accordance with the Instructions to Bidders.

9. **Question:** ISR was requested to clarify Section 1.4.2 (b) in **Attachment I2** to the Instructions to Bidders.

**Answer:** the typo in Section 1.4.2 (b) in **Attachment I2** to the Instructions to Bidders is hereby corrected such that the words "EN 14001" shall be deleted and replaced by the words "ISO 14001".

10. **Question:** ISR was asked certain questions regarding Sections 1.4.4 and 2.1.7 in **Attachment I2** to the Instructions to Bidders relating to levels of existing homologations.

**Answer:**

- (a) Section 1.4.4(a) in Attachment I2 to the Instructions to Bidders shall be deleted and replaced by a new Section 1.4.4(a) as follows:

"(a) Homologated in accordance with European TSI."

(b) The table in Section 2.1.7 in Attachment I2 to the Instructions to Bidders shall be deleted and replaced by the following table:

Scores	Condition
10	<b>Homologated in accordance with European TSI</b>
5	Homologated based on national rules of an European Union Member Country
1	Homologated based on national rules of an UIC Member Country
0	Further homologations in other countries

(c) All other questions submitted by Participants regarding TSI in the Tender Documents have been reviewed by ISR and ISR deems that no further clarification or amendment is required.

11. **Question:** ISR was requested to elaborate the provisions of Sections 3.6 (Design Concept) and 2.1.8 (Method 8) in Attachment I2 to the Instructions to Bidders.

**Answer:** The Tender documents remain unchanged in this respect.

12. **Question:** ISR was requested to clarify the relation between Section 13.1 and Table 1 in Attachment I1 to the Instructions to Bidders.

**Answer:** Bidders shall only be required to submit one Technical Proposal. Table 1 in Attachment I1 to the Instructions to Bidders will not be scored and will only be used to check of compliance with the requirements of the Technical Specifications.

However, the information that will be submitted by Bidders with respect to Table 1 might be used for scoring purposes in accordance with Attachment I2 to the Instructions to Bidders.

13. **Question:** ISR has been requested to reduce the maximal scoring for delivery time of the first Unit under IPO1.

**Answer:** The Tender documents remain unchanged in this respect.

14. **Question:** ISR was requested to visit the manufacturing plants of Bidders as part of the evaluation process.

**Answer:** ISR will consider to visit the manufacturing plants of Bidders during the Tender process.

15. **Question:** ISR was requested to allow Bidders to present their Technical Proposal in face-to-face meetings during evaluation stage.

**Answer:** ISR will consider whether to organize face-to-face meeting during the evaluation stage, at its sole discretion.

16. **Question:** ISR was requested to confirm that no additional parameters will be used in addition to those specified in Section 3 of Attachment I2 to the Instructions to Bidders.

**Answer:** ISR confirms that the evaluation of the Bids will be done in accordance with the provisions of the Tender Documents.

17. **Question:** Reference is made to Section 15.3 of the Instructions to Bidders. ISR was requested to clarify the way confidential information should be presented.

**Answer:** Bidders are required to clearly mark pages or sections including commercial secrets, confidential information, etc., as specified in Section 15.3 of the Instructions to Bidders.

18. **Review of Bid Guarantees.**

ISR has received drafts of Bid Guarantee for review. ISR has decided not to answer each individual question but ISR requests from Bidders to comply with Section 2 of the Instructions to Bidders.

Furthermore, taking into account the strict jurisprudence by the Israeli Supreme Court relating to bid guarantees, ISR recommends Bidders to submit a Bid Guarantee in the non-binding form published in Attachment B1 to the Instructions to Bidders.

In addition, ISR wishes to clarify that pursuant to Section 2.4 of the Instructions to Bidders, the expiration date of the Bid Guarantee may be after August 8th, 2017.

## **II. PAYMENT SCHEDULE**

19. **Question:** ISR was requested to amend the Milestones for payment of the Units in order to create a more neutral cash flow.

**Answer:** ISR has already amended the Milestones with respect to IPO1, and has added a Milestone upon Design Freeze. ISR deems that no additional amendments are required to the Milestones.

20. **Question:** ISR was asked to clarify that the Price per Kilometer is paid in addition to the Mobilization Payment, to the Price for Overhauls and to all the other payments specified in Section 1.1 in Chapter 3 of Attachment H1 to the Instructions to Bidders.

**Answer:** The Price per Kilometer is paid in addition to the other payments specified in Section 1.1 in Chapter 3 of Attachment H1 to the Instructions to Bidders.

21. **Question:** Reference is made to Sections 3.1 and 3.2 in Chapter 6 of Attachment H1 to the Instructions to Bidders. ISR was requested to increase the portion of the Price per Kilometer and of the Price for Overhauls that may be paid in Euro.

**Answer:** The Tender Documents remain unchanged in this respect.

22. **Question:** ISR was requested to amend Section 3.3 (discount to Price per Kilometer) in Chapter 3 of Attachment H1.

**Answer:** This section was amended in a previous notice and ISR has decided that no additional amendments are required.

23. The typo in Section 15.1 in Chapter 4 of Attachment H1 to the Instructions to Bidders is hereby amended such that the words "*Price per Kilometer*" shall be deleted and replaced by the words "**Price for Overhauls**".

24. The typos in the calculation of X in Section 3.3 in Chapter 3 of Attachment H1 are amended as follows:

- a. The amount "1,050,000" shall be deleted and replaced by the amount "840,000".
- b. The amount "3,150,000" shall be deleted and replaced by the amount "2,520,000".

### **III. AGREEMENT AND MAINTENANCE CHAPTER**

25. **Question:** ISR was requested to add additional circumstances to the list of damages not included in Warranty or Maintenance.

**Answer:** The Tender Documents remain unchanged in this respect.

26. **Question:** ISR was requested to amend Section 8.1.4 of the Agreement.

**Answer:** Section 8.1.4 was amended in a previous notice and ISR has decided that no additional amendments are required.

27. **Question:** ISR was requested to reconsider the provisions regarding Endemic Failures, such as to narrow the definition of failures considered as Endemic failures, and the obligations relating thereto.

**Answer:** Section 18.4.2 of the Agreement and Section 12 of the Technical Specifications are hereby amended such that the words "six (6) years" shall be deleted and the Warranty Period applying to Endemic Failures shall be "fifty four (54) months".

28. **Question:** ISR was requested to clarify the provisions of Section 13.5 of the Agreement regarding documents to be signed and sealed by registered and licensed professional engineers.

**Answer:** Under Israeli law, certain documents or plans may have to be signed and sealed by professional engineers registered and licensed in Israel. Supplier must comply with such requirements, to the extent applicable to the Works.

29. **Question:** ISR was requested to reconsider the form of "Performance and Warranty Guarantee (for IPOI only)" in Attachment G to the revised Agreement.

**Answer:** Subsection (iv) of the form of "Performance and Warranty Guarantee (for IPOI only)" shall be amended such that the words "(excluding construction and warranty of the Maintenance Depot)" shall be added after the words "the Maintenance Depot".

30. **Question:** ISR was requested to amend the form of guarantees in Attachment G to the Agreement such that ISR will have to state the reason for execution of the Guarantees.

**Answer:** Attachment G to the Agreement remains unchanged in this respect.

31. **Question:** ISR was requested to delete Section 31.1.13 of the Agreement according to which ISR is entitled to terminate the Agreement in the event of termination of the Maintenance Depot Contract.

**Answer:** ISR has decided not to amend Section 31.1.13 of the Agreement.

32. **Question:** ISR was asked to clarify the period during which Supplier is required to provide Depot Maintenance.

**Answer:** Participants are hereby referred to Section 19.5.3 of the Agreement.

#### **IV. MAINTENANCE DEPOT CONTRACT**

33. **Question:** ISR was requested to clarify if the Celcom line in kp 154025 and cross the building in the drawing no: DEL-RR-000-0000SI\_ADD-1310-02 from 3.2016. shall be removed by ISR.

**Answer:** Yes.

#### **V. TECHNICAL SPECIFICATIONS**

34. **Question:** ISR was requested to amend certain provisions in Section 2.6.1. of the Technical Specifications.

**Answer:** The fifth paragraph in Section 2.6.1 of the Technical Specifications shall be amended as follows: "**Per each seat (excluding folding seats) > 0.1 m<sup>3</sup> volume as average per unit for luggage shall be foreseen.**"

35. **Question:** ISR was requested to amend certain provisions in Section 1.10 of the Technical Specifications.

**Answer:**

- a. The first paragraph in Section 1.10 of the Technical Specifications shall be amended as follows: "**As described in the TSI LOC PAS the aerodynamic effects caused by pressure shocks or cross winds acting at the vehicle and its components in open environment or due to train crossings or entering / leaving of tunnels are to be considered. The maximum speed of the oncoming train is 160 km/h. The applicable strength, health and comfort requirements related to pressure shocks as defined in TSI LOC PAS, EN 14067 as well as UIC 779-11 (especially Attachment F; case: "Unsealed trains") shall be fulfilled considering the specified maximum Unit speed of 160 km/h. Specific demands which are mandatory or typically defined for high speed trains are not required.**"
  - b. The word "*NTP*" in the fourth paragraph in Section 1.10 of the Technical Specifications shall be deleted and replaced by the word "**IPO1**".
36. **Question:** ISR was requested to clarify certain provisions in Section 1.5.3 of the Technical Specifications.

**Answer:** ISR wishes to clarify that Bidder shall confirm compliance with Section 1.5.3. Nevertheless, in case of deviation from such requirement, Bidder shall explain any restriction in speed and curve radius.

Sincerely,

*Sophia Katsely*

Sophia Katsely, Adv.

Procurement and Contracting Coordinator