

### **Question-Answers Tender Documents**

Question	ISR has been requested to consider supply of the machines, one for preventive and one for corrective.
ISR	ISR reviewed such request and decided not to accept it as ISR is in the opinion that one machine that does corrective and preventive serves best the interests of ISR.
Question	ISR has been requested to issue two tenders one for the services of SRV and one for the purchase of the RSDEV.
ISR	ISR does not accept such request.
Question	There seems to be a contradiction between Section 1.2 of the Pre-requisites and 4.4-4.5 of the Technical Specifications
ISR	There is no contradiction. Section 1.2 of the Pre-requisites sets the demands of past experience and sections 4-4.5 of the Technical Specifications sets the requirements of the RSDEV wishes to be purchased from the Winning Bidder.
Question	ISR has been requested to confirm solution of a SRV transported to and from working sites on a wagon + locomotive.
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has been requested to confirm solution of RSDEV on bogies that is building now
	ISR has reviewed the request and decided not to accept it.
Question	Will Supplier be allowed to submit further Questions once responses are received from ISR for the following Questions?
ISR	ISR shall grant Bidders an opportunity to submit further critical Questions until 26 <sup>th</sup> of March 2018.
Question	ISR has been requested to extend Final Submission Date.
ISR	Final Submission Date shall be April 15 <sup>th</sup> 2018.

### **Question-Answers Agreement**

Question	ISR has been requested to allow Bidders to propose alternative contract terms in their proposal.
ISR	Bidders are not allowed to propose alternative language to the Agreement in their proposal and/or to condition their proposal on further negotiations. Bidders are required to sign the agreement without any reservation. ISR Supreme Tender Committee may disqualify a proposal that is conditioned and/or a proposal in which the agreement was not signed, all as detailed in the Tender documents.
Question	Agreement 1.3 – in order to minimize confusion related to the technical specification for the machine, Supplier requests that the Annex A1 Technical Specification document supersede the Agreement for clauses that are solely related to the technical requirements of the machine. Alternatively, Supplier suggests removing clauses related to the technical requirements for the machine in the Agreement and reference the Annex A1 instead.

ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR is requested to change the wording "at its sole discretion" in Section 1.4 of the Agreement to "in mutual agreement with Supplier".
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has been requested to delete the last sentence in Section 1.4 of the Agreement.
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR is requested to add Sunday to the definition of "Business Days" in Section 2.4
ISR	ISR has reviewed the request and decided not to accept it as Sunday is a working day in Israel.
Question	ISR is requested to change the wording "on railway track at Port Site" in Section 2.7 of the Agreement to "on port site".
ISR	ISR has reviewed the request and decided not to accept.
Question	ISR is requested to change the wording in Section 2.22 of the Agreement to "any Israeli port".
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has been requested to add ", or will make itself aware of, "to Section 4.5 of the Agreement.
ISR	The following language shall be added "or will make itself aware of up and until Effective Date." Please see amended Agreement.
Question	ISR is requested to change the last sentence in Section 5.1 so that the decision shall be mutual.
ISR	ISR has reviewed the request and decided not to accept.
Question	ISR has been requested to delete Section 5.1 of the Agreement.
ISR	ISR has reviewed the request and decided not to accept it.
Question	Agreement 5.6, 5.7 and 5.11 - Supplier requests that the following line be added to the Sections: "ISR shall agree to reasonably assist Supplier in obtaining these items".
ISR	ISR shall provide Supplier reasonable assistance. However, Supplier may not rely on such assistance and the assistance of ISR shall not derogate from Supplier's undertakings under such Sections.
Question	Agreement 5.8.2 - Supplier requests that the number of days of training be discussed after the bid award.
ISR	ISR has reviewed the request and decided not to accept it.
Question	Agreement 5.8.3 - Supplier requests that 3 months be changed to 45 days. This will ensure that any content that is unique to the ISR machine can be integrated into other standard

	training plans.
ISR	ISR has reviewed the request and decided to partially accept it. The numbers of days shall be 60 days. See amended Agreement.
Question	ISR has been requested to clarify in Section 5.8.4 of the Agreement that the cost of travelling of USR's employees to Training (including their lodging) shall be born by ISR
ISR	ISR has reviewed the request and decided to accept it. See amended Agreement.
Question	ISR is requested to clarify the number of operator to be trained in Section 5.8.4
ISR	Between 8 to 12
Question	ISR is requested to change the 48 hours in and reduce the 1000 Euro, Section 5.11.4.
ISR	Please see amended Agreement.
Question	ISR is requested to take into consideration in Section 5.11.5 the time needed for receiving the approval from the Israeli authorities.
ISR	Supplier should plan in advance such time an organise itself from the start in order to receive such permits.
Question	ISR is requested to take into consideration in Section 5.11.7 the time needed for receiving the approval from the Israeli authorities for a replacement of a Personnel.
ISR	Supplier should plan in advance such time an organise itself from the start in order to receive permits also in case of Personnel replacement.
Question	ISR has been requested in Section 5.11.7 to change "in its sole discretion" to "reasonably" and to delete " whose identity is approved by ISR, and for such purposes, the Supplier undertakes to present ISR with at least two options for members (as applicable)"
ISR	ISR has reviewed the request and decided to partially accept it. See amended Agreement.
Question	ISR has been requested to modify Section 5.11.9 as follows:  Without derogating from the above and in addition thereto, Supplier shall ensure that any additional personnel shall be available at any time as required by ISR, in order to provide the Services and provide ongoing response to malfunctions, bugs, defects and /or discrepancies
ISR	ISR has reviewed the request and decided not to accept it.
Question	Agreement 5.13 - Supplier wishes to clarify that it applies to the equipment being proposed.
ISR	ISR has reviewed the request and decided not to accept it.
Question	Agreement 5.14 and 5.15 - Supplier requests that thirty (30) days be changed to sixty (60) days.

ISR	ISR has reviewed the request and decided to accept it. Please see amended Agreement.
Question	Agreement 5.16.7 and 5.16.8  Supplier requests removal of the word "all" from 5.16.7 and revise 5.16.8 as:  Supplier shall timely provide any and all applicable documents required in the Technical Specifications and as specified therein;
ISR	ISR has reviewed the request and decided to partially accept it. See amended Agreement.
Question	Agreement 5.16.11 - Supplier proposes that any reference to the technical specifications specific to the machine, including documentation, that the technical specification take precedent over the Agreement.
ISR	ISR has reviewed the request and decided not to accept it.
Question	Agreement 5.16.12 - Supplier complies, but with the clarification that ISR may not share such information with third parties without permission from Supplier.
ISR	ISR has reviewed the request and decided to partially accept it. Please see amended Agreement.
Question	Agreement 6.1 - Supplier requests that the word "reasonably" be inserted into the clause.
ISR	ISR has reviewed the request and decided to accept it. Please see amended Agreement.
Question	Agreement 6.2 - Supplier requests that "directly related to Supplier's performance under this Agreement" be added to the clause.
ISR	ISR has reviewed the request and decided to partially accept it. Please see amended Agreement.
Question	Agreement 6.4 - Supplier requests that "reasonably" be added to the clause.
ISR	ISR has reviewed the request and decided to accept it. Please see amended Agreement.
Question	Please consider minimising the requirements in Section 6.8 of the Agreement.
ISR	Section 6.8 reflects the requirements of the Israeli law and therefore cannot be changed. Bidders are advised to seek legal counsel as to the scope of such requirements.
Question	Agreement 6.8 - Supplier requests the addition of the "to the best of its ability" to the first line.
ISR	ISR has reviewed the request and decided not to accept it as these are requirements of mandatory law.
Question	Agreement 7.2 - Supplier requests that "unlimited" be changed to "a mutually agreed upon"
ISR	ISR has reviewed the request and decided not to accept it.

Question	ISRs requested to delete Section 7.8 of the Agreement.
ISR	ISR has reviewed the request and decided to accept the request.
Question	Agreement 7.9.3 and 7.10 Supplier can only supply a copy of clean on board ocean bill of lading issued to the order of ISR and not an original because ISR will already be in possession of the originals.
ISR	ISR has reviewed the request and decided not to accept it. The supplier must attach an original bill of lading along with the shipment.
Question	<p>Agreement 8.1 - To allow for sufficient time to make a machine available and to deliver to site, Supplier requests that ISR accept the following clause change:</p> <p>Supplier shall, subject to SRV availability, execute the Grinding/Milling Services in accordance with any Services Order. If Supplier is unable to comply with a start date specified in any Services Order, Supplier shall inform ISR within twenty days of its receipt of the Service Order of its inability to comply and recommend a new start date.</p>
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has been requested to change DAP to CIF in Section 8.2.
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has been requested to delete the last sentence of Section Agreement 8.3.
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has been requested to add the following language to Section 8.5: The continuous work program means that once Supplier's Grinding/Milling Services begin, Supplier will perform Grinding/Milling Services each week pursuant to Section 8.12 below until the Initial Services Order is completed. If Supplier does not receive the required Track Time and/or Spark Time detailed below in Section 8.12 then the performance of the Initial Services Order may exceed 12 months"
ISR	ISR has reviewed the request and decided to partially accept it. Please see amended Agreement.
Question	<p>Agreement, section 8.5</p> <ol style="list-style-type: none"> <li>1) ISR has been requested to clarify the term without interruption in section 8.5;</li> <li>2) ISR has been requested to advise how many shifts are planned during one period;</li> <li>3) ISR has been requested to clarify/ confirm the time period for service for 200 km is 1 year;</li> <li>4) ISR has been requested to clarify the Agreement period</li> </ol>
ISR	<ol style="list-style-type: none"> <li>1) There is no such term in the section 8.5.</li> <li>2) Please revert to the Section 8.13 on the Agreement.</li> <li>3) The service may finish before a year will pass, and it depends on the performances of the SRV.</li> </ol> <p>ISR may issue the Subsequent Services Orders following the finish of the Initial</p>

	<p>Services Orders and before the end of 12 month period.</p> <p>4) The Agreement Period is defined in Section 3 of the Agreement.</p>
Question	ISR has been requested to shorten the 12 months period detailed in Section 8.5 of the Agreement as some SRV can perform the Works in less than 12 months.
ISR	The SRV should be able to carry the Works within 12 months all as detailed in the Tender Documents. No change in the requirements.
Question	ISR has been requested to add the following language to Section 8.6: "The Services shall be performed as part of a continuous work program, again meaning that once Supplier's Grinding/Milling Services begin, Supplier will perform Grinding/Milling Services each week pursuant to Section 8.12 below until the Subsequent Services Order is completed".
ISR	ISR has reviewed the request and decided to partially accept it. Please see amended Agreement.
Question	ISR is requested to change the schedule in Section 8.7 to provide Supplier a longer time to arrange for a SRV.
ISR	The Section shall not be changed. However, ISR, upon Supplier's request, shall make reasonable efforts to provide Supplier with a non binding plan to support Supplier's organizational efforts.
Question	Agreement 8.12 - Supplier requests that ISR delete this Section.
ISR	ISR has reviewed the request and decided to modify the Section. Please see amended Agreement.
Question	ISR has been requested to amend Sections 8.14 and 8.15 so as to provide Supplier with additional payment.
ISR	ISR has reviewed the request and decided not to accept it.
Question	Agreement 8.16 - Supplier requests that ISR please remove this clause.
ISR	ISR has reviewed the request and decided to modify the Section. Please see amended Agreement.
Question	ISR is requested to change the Service Warranty Period in Section 8.20 from 1 year to 1 month.
ISR	ISR has reviewed the request and decided to change the Service Warranty Period from 1 year to 2 months.
Question	ISR has been requested to confirm under Section 9 that it shall be named as the importer on the relevant importation documents.
ISR	ISR confirms.
Question	Agreement 9.2 - Supplier requests that payment for the services be paid on a per shift basis.
ISR	ISR has reviewed the request and decided not to accept it.

Question	Agreement 9.5 - Supplier requests that it receives a certificate of payment from ISR showing that those taxes were paid. Please confirm if this is possible.
ISR	ISR shall act in accordance with the requirements of the law including the Israeli tax authorities.
Question	ISR has been requested that the requirements detailed in Section 10.1.4 shall be deleted and moved to Section 10.2.
ISR	ISR has reviewed the request and decided not to accept it.
Question	Agreement section 10 – ISR has been requested to change the terms of payment
ISR	Please see amended Agreement.
Question	ISR has been requested to delete the words "delivery and acceptance" in Section 12 of the Agreement.
ISR	ISR has reviewed the request and decided not to accept it.
Question	Agreement 13.8.1 - Supplier asks that it shall receive the third payment after Final Acceptance and then the title shall pass to ISR after that payment is received.
ISR	ISR has reviewed the request and decided not to accept it.
Question	Agreement 14.1 - Supplier requests the addition of the word "preliminary"
ISR	ISR has reviewed the request and decided to partially accept it. Please see amended Agreement.
Question	Agreement 14.4 - Supplier requests to delete reference to EN14033-1;2;3 and EN13231-3; EN13231-4; prEN13231-5 "
ISR	ISR has reviewed the request and decided not to accept it.
Question	Agreement 14.6 - Supplier requests that the following be added to the end of the clause:  If the ISR representative fails to visit the site within 15 days of notification that the RSDEV is ready for inspection, then Annex D shall be considered signed.
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR is requested to clarify in Section 14.7 the time for issuing the Certificate of Completion of Foreign Acceptance Tests by ISR.
ISR	Bidders are referred to Section 10.2.4 of the Agreement.
Question	Agreement 14.7 - Supplier requests that the following be added to the end of the clause: "...which shall not be unreasonably withheld or delayed".
ISR	ISR has reviewed the request and decided to accept it.

Question	Supplier requests that the word "material" be added to Section 14.8.
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR is requested to change the Warranty Period in Section 15.1 from 36 months to 24 months.
ISR	ISR has reviewed the request and decided not to accept.
Question	Agreement 15.6 - Supplier requests deletion of the word "gross"
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has been requested to limit Supplier's responsibilities in Section 15.7.
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has been requested to provide Supplier with more time in Section 15.8 and to reduce the liquidated damages.
ISR	Please see amended agreement.
Question	ISR has been requested to subject Section 15.8.6 to mutual consent.
ISR	The Section shall not be changed. However, ISR shall set the time of delivery only after consultation with Supplier taking into account Supplier's limitations. ISR's decision shall be final and binding.
Question	ISR has been requested to delete Section 15.8.8 and 15.8.9.
ISR	ISR has reviewed the request and decided not to accept it.
Question	Agreement 17.2 - Supplier will have a preliminary spare parts list for the Agreement and will provide a final list 60 days prior to delivery to ensure any changes that occurred during the build period are reflected in the final list.
ISR	Please see amended agreement.
Question	Agreement 17.3 - Supplier requests the word "reasonably" be included in the last sentence of this clause
ISR	Please see amended agreement.
Question	ISR has been requested to delete the words: " Without prejudice to any other relief or remedy available to ISR under this Agreement or under Applicable Law" from Section 18
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has been requested to change the wording in Section 18.1 from 1.5% to lower precentage.
ISR	Please see amended Agreement.
Question	ISR has been requested to change the wording in Section 18.2 from 5% to lower precentage.
ISR	Please see amended Agreement.



Question	ISR has been requested to change the wording in Section 18.3 from 1000 Euro to lower price.
ISR	Please see amended Agreement.
Question	ISR has been requested to change 7 Business Days to 14 Business Days.
ISR	ISR has reviewed the request and decided to accept it.
Question	Agreement 19.3 - Supplier requests the addition of the following to the last sentence: "...unless the price reflects additional services or effort, such as design efforts."
ISR	Please see amended Agreement.
Question	Agreement 19.5 & annex G - Supplier requests the addition of the following to the last sentence: "...but Supplier shall not be bound by Changes unless it has agree to the Changes in writing."
ISR	ISR has reviewed the request and decided not to accept it.
Question	Agreement 20.7 - Supplier requests to add USD.
ISR	Please see amended Agreement.
Question	Agreement 20.7 - Supplier requests that the addition of "material" be included in the clause.
ISR	ISR has reviewed the request and decided not to accept it.
Question	<p>Agreement 21.1.1 - Supplier request that the changes to the left be made to reflect its insurance policy.</p> <p>In regards to the first line: Wording was changed to be specific to what the property insurance would cover. The original wording may lead one to believe that some type of warranty coverage would need to be in place for the property. Supplier's ocean cargo policy would provide coverage for the RSDEV while it is at the customer location being tested and until the formal final acceptance certificate is signed by ISR.</p> <p>In regards to the second change: During this period ISR would not formally own the RSDEV (until its contractually accepted), so a property claim would not be paid out to ISR and ISR would not be an additional insured until they retain ownership.</p>
ISR	No amended wording has been attached- please elaborate
Question	<p>Agreement 21.1.2 - Per Supplier's comment in 21.1.1, the insurance clauses suggest a CIF Incoterm and not DAP. Supplier requests that the Incoterm be changed to CIF. The ocean cargo policy would provide coverage, but the incoterm (DAP) is not aligned with The Delivery Terms and Delivery Time (Section 13).</p> <p>Also per 21.1.1 second change request, during this period ISR would not formally own the RSDEV (until its contractually accepted), so marine insurance claim would not be paid out to ISR until they retain ownership. Please remove this clause.</p>

ISR	ISR has reviewed the request and decided not to accept it.
Question	<p>Agreement 21.2 - Supplier requests to replace the clause with the following instead:</p> <p>As a precedent condition precedent to the second payment FOR THE RSDEV, Supplier shall furnish an updated Certificate of Insurance showing that the required insurance remains in effect.</p> <p>Supplier cannot comply with the second line because Supplier has multiple carriers, however can provide ISR with an updated Certificate of Insurance.</p>
ISR	ISR has reviewed the request and decided to accept it.
Question	<p>Agreement 21.4 - Supplier requests that this clause be amended with the following changes in order to comply with Supplier's insurance provider's requirement for definitive terms:</p> <p>In addition to the insurances noted in the Certificate of Insurance, the Supplier shall <b>endeavor to</b> procure and maintain all compulsory insurances covering liability which it is required to maintain under the requirements of Applicable Law. The Supplier will arrange Comprehensive Automobile/Motor Liability Insurance, covering motor vehicles employed in any manner having to do with the Grinding/Milling Services, for bodily injury and property damage at a limit of no less than \$ 250,000 per event and for the duration of the Agreement., <del>or as required by the local law (including compulsory insurance, if applicable).</del></p>
ISR	ISR has reviewed the request and decided not to accept it.
Question	Agreement 21.8 - Supplier requests that 30 days be changed to 14 days.
ISR	ISR has reviewed the request and decided to accept it.
Question	<p>Annex R - To comply with Supplier's insurer, Supplier requests that the following changes be made:</p> <p>Third Party Liability Insurance covering the Supplier's liability under the applicable law towards any third party in respect of any loss or damage caused during the period of the provision of the Services, with a limit of liability of US\$ 2,000,000 for any occurrence and in the aggregate for the Period of Insurance. The policy is extended to include ISR, subject to a <del>"cross-liability"</del> <b>separation of insureds provision</b> clause according to which the insurance will be construed to have been arranged separately for each of the insured parties, <b>provide the limits of liability will not apply separately</b>. ISR's property is regarded as third party's property. The policy is not subject to any exclusion regarding liability in respect of contractors, subcontractors and their employees and subrogation claims by the National Insurance Institute.</p>
ISR	ISR has reviewed the request and decided to accept it.
Question	Agreement 23.1 - Supplier requests that 14 days be changed to 14 business days.
ISR	Please see amended Agreement
Question	<p>Agreement 23.1.5 - Supplier requests the following changes:</p> <p>Any representation or warranty <b>that is fundamental to the purpose of this Agreement</b> made by Supplier in this Agreement and/or any certificate, schedule or other document delivered by Supplier pursuant to this Agreement has been <b>intentionally</b> false or <b>intentionally</b> materially misleading when made.</p>

ISR	ISR has reviewed the request and decided not to accept it.
Question	<p>Agreement 23.1.6 - Supplier requests the following changes:</p> <p>Supplier breaches any material provision of this Agreement (such as, and not limited to, a breach of Sections 4,5, 6, 11.1, 14, 15, 17, 18, 20, 21, 22, 23, 24, 25 or 28, and fails to commence to cure such breach within twenty thirty (20) 30 days from the date of ISR's notice.</p>
ISR	Please see amended Agreement
Question	Agreement 23.1.7 - Supplier requests deletion of this clause. Minor breaches should not be grounds for termination.
ISR	Please see amended Agreement
Question	ISR has been asked to add the following language to Section 23.2 to the agreement: "ISR in respect of all terminated, <u>uncompleted Works for which the Supplier has not already incurred expenses in anticipation of completing</u> ".
ISR	See amended agreement
Question	ISR has been asked amend Section 24.1 to the agreement as follows: . <u>To the extent of its negligence, and, except for the duty to defend, following and consistent with a judicial finding,</u> Supplier shall be solely responsible for, and shall defend, indemnify, and hold ISR, including its shareholders, officers, directors, employees and consultants harmless from and against any and all <u>third party</u> claims, liabilities, demands, suits, proceedings (whether civil or criminal, other than tortious or criminal acts of ISR), orders, judgments, penalties, settlements, fines and all associated costs, losses and expenses (including reasonable attorneys' and other professionals' fees) or any other direct damages (collectively, "Damages"), which ISR and/or any of the above persons and entities may incur arising out of, incidental to, or connected with any of the following (all without derogating from any other remedy that ISR and/or any of the above persons and entities may be entitled to under the circumstances, pursuant to this Agreement or under any Applicable Law):
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has been asked amend Section 24.2 to the agreement as follows Agreement 24.2 - Payment of Indemnification Amounts. Any amount for which ISR <u>is entitled</u> for indemnification hereunder shall be paid to it within the time specified in the notice requiring indemnification".
ISR	See amended agreement
Question	Agreement 24.4 - Supplier requests the addition of the following sentence to the end of this clause: For any direct claims of any kind between ISR and Supplier not already limited in this Agreement, Supplier's overall total liability shall not exceed the value of the Agreement".
ISR	ISR has reviewed the request and decided not to accept it.

Question	ISR has been requested to delete reference to fax in Section 29.8.
ISR	ISR has reviewed the request and decided to accept it.
Question	ISR is requested to provide the Annex M in English
ISR	Please see attached. The Annex is subject to changes made by ISR upon its sole discretion.

**Question-Answers Technical Specifications RSDEV - No. E-04-0004.1**

Question	ISR has requested to modify Technical specifications E-04-0004.1, section 1.3
ISR	Please see revised Technical specifications E-04-0004.1
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 1.4
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 1.5
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 1.8
ISR	Please see revised Technical specifications E-04-0004.1
Question	Technical specifications E-04-0004.1, section 1.9, ISR has been requested to clarify the Technical Appendix reference
ISR	See revised technical specifications E-04-0004.1
Question	Technical specifications E-04-0004.1, section 1.17, ISR has been requested to clarify what are the relevant technical documents
ISR	See revised technical specifications E-04-0004.1
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 4.4
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 4.5
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 5.4.4
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 6.5
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 7.2.12
ISR	ISR has reviewed the request and decided not to accept it.

Question	ISR has requested to modify Technical specifications E-04-0004.1, section 10.2.3
ISR	See revised technical specifications E-04-0004.1
Question	ISR has been requested to modify Section 10.4.7.1
ISR	See revised Technical Specification E-04-0004.1, section 10.4.7.1; 10.4.7.2; 10.4.7.3
Question	Technical specifications E-04-0004.1, section 10.4.8.2, ISR has been requested to clarify the EN14033-1 reference
ISR	See revised technical specifications
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 10.4.8.3
ISR	ISR has reviewed the request and decided not to accept it.
Question	Technical specifications E-04-0004.1, section 10.4.9.3, ISR has been requested to clarify what "field of application" means
ISR	Technical specifications E-04-0004.1, section 10.4.9.3 has been withdrawn
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 10.6.3.2
ISR	See revised technical specifications E-04-0004.1
Question	ISR has been requested to modify Technical specifications E-04-0004.1, Section 10.7.1.1
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 10.7.1.4
ISR	See revised technical specifications E-04-0004.1
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 10.7.1.8
ISR	See revised technical specifications E-04-0004.1
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 10.8.5.1
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 10.8.11.1
ISR	See revised technical specifications E-04-0004.1
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 10.10.8
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 10.10.9
ISR	ISR has reviewed the request and decided not to accept it.
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 10.10.10
ISR	ISR has reviewed the request and decided not to accept it.
Question	Technical specifications E-04-0004.1, section 10.10.11

	ISR has been requested to clarify the EN14033-1 reference
ISR	See revised technical specifications
Question	Technical specifications E-04-0004.1, section 10.10.2  ISR has been requested to clarify in regards the INDUSI System installation
ISR	The installation of INDUSI system is part of the Works to be carried out by Supplier and part of the RSDEV Price. In additional see revised technical specifications
Question	ISR has requested to modify Technical specifications E-04-0004.1, section 10.13.1
ISR	ISR has reviewed the request and decided not to accept it.
Question	Technical specifications E-04-0004.1, section 15.2  ISR has been requested to clarify the language requirements for manual
ISR	Please refer technical specifications E-04-0004.1, section 15.4

**Question-Answers Technical Specification - SRV - No. E-06-0004.2**

Question	Technical Section E-06-0004.2, section 3.8  ISR has been requested to clarify whether the pilot can be certified by a non Israeli company and who will provide the route knowledge.
ISR	The SRV driver can be certified by non Israeli company. The SRV driver will be trained and approved by ISR to run on its tracks (for working tasks).  The SRV driver will be accompanied by ISR's Accompanying Employee
Question	ISR has requested to modify Technical specifications E-06-0004.2, section 4.2
ISR	See revised technical specifications E-06-0004.2
Question	Technical Section E-06-0004.2, section 5.1  ISR has been requested to clarify how will assembled/ disassembled the axle counters and lubricators
ISR	See revised technical specifications
Question	Technical Section E-06-0004.2, section 5.4  Please clarify what is needed for compliance approval for tunnel work. Ex. Dust in cabs, noxious gas detection, dB levels.
ISR	See revised technical specifications
Question	ISR has requested to modify Technical specifications E-06-0004.2, section 5.11
ISR	See revised technical specifications E-06-0004.2
Question	ISR has requested to modify Technical specifications E-06-0004.2, section 6.6
ISR	See revised technical specifications E-06-0004.2
Question	Technical specifications E-06-0004.2, section 6.13,

	ISR has been requested modify, section 6.13
ISR	Technical specifications E-04-0004.1, section 6.13 has been withdrawn
Question	ISR has requested to modify Technical specifications E-06-0004.2, section 11.2.1.1
ISR	See revised technical specifitions E-06-0004.2
Question	Technical specifications E-06-0004.2, section 11.5.1, ISR has been requested to clarify the section reference
ISR	See revised technical specifitions E-06-0004.2
Question	Technical specifications E-06-0004.2, section 11.7.3, ISR has been requested to indicate the time limit for the work acceptance
ISR	The requirments of section 8.19 in the Agreement shall be followed