



15.09.2019

Re: **NOTICE #3 TO PARTICIPANTS**  
**TENDER NO. 41902**

This notice (the “**Notice**”) is being furnished to Bidders in accordance with the provisions of Section 22.4 of the General Terms and Conditions of the Tender Documents.

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

Explanatory Note

For the removal of doubt, with respect to any question or request not specifically addressed in this Notice, the Tender Documents remain unchanged and fully binding. It is hereby further clarified that throughout the Tender Process, ISR shall only be bound by information submitted by ISR in writing, and no oral or other non-written response or information will bind ISR for any purpose whatsoever.

**Clarifications**

**I. Technical Specifications**

**1. Question:** ISR has been requested to clarify whether or not a Mother Company that fully owns and controls (100% ownership) of Rail Manufacture's Company is considered to be a Rail Manufacturer and is thereby eligible to submit their bid.

**Answer:** ISR hereby confirms that in a situation whereby there is a 100% ownership by the Mother Company of the Rail Manufacture's Company, the Mother Company is eligible to submit their bid for this tender.

**2. Question:** ISR has been Requested to defer the submission date.

**Answer:** ISR has decided to accept the request and has deferred the submission date to October 3<sup>rd</sup> 2019. Further details can be found on ISR's website under Notice # 2.

**3. Question**

ISR has been requested to consider removal of standard prEN16843 from Technical Specifications for Fishplate Joint Set No. E-01-0040.1 June 2019.

**Answer:** Bidders are referred to the revised Technical Specifications for Fishplate Joint Set No. E-01-0040.2 September 2019.

**4. Question:** ISR has been requested to revise Technical Specifications for Forged Rails No. E-01-0043 February 2019, section 1.3.

**Answer:** Bidders are referred to the revised Technical Specifications for Forged Rails No. E-01-0043.1 September 2019.

**5. Question:** ISR has been asked to amend the agreement in a manner whereby ISR safety regulations shall not apply.

**Answer:** ISR has reviewed the request and has decided not to accept it.

**6. Question:** ISR has been requested to clarify the meaning of legal terminology found in the agreement, furthermore to explain the

discrepancy between the wording found in article 4.13 & 23.1.

**Answer:** ISR hereby notifies that bidder should find on ISR's website a new amended and corrected agreement, furthermore each bidder is responsible to attain proper legal counsel in order to understand legal terminology found in the agreement.

**7. Question:** ISR has been asked to confirm by means of establishing in the agreement, the delivery of Fishplates Sets and Transition Rails, that it shall always be part of the Rails shipment, or in the alternative that the order of the Goods shall always be of the optimal quantity for a container transport (approx. 20 tons per container).

**Answer:** ISR hereby clarifies that regarding the agreement, ISR shall establish in the agreement its undertaking, that the minimum quantity of Fishplates Sets and Transition Rails ordered shall be in batches of approx. 20 tons per container. ISR maintains that at its sole discretion ISR will be able to place an order for Fishplates Sets and Transition Rails in a separate shipment from the Rails order. ISR asks that bidders review new amended agreement.

**8. Question:** ISR has been asked to apply the same six (6) months period established in the agreement pertaining to the delivery of Fishplates Joints Sets, as well to the delivery of Transition Rails.

**Answer:** ISR has reviewed the request and has decided to accept the request.

**9. Question:** ISR has been asked to clarify matters pertaining to the potential suppliers Insurance policy pertaining to the DAP.

**Answer:** Bidders are referred to The Amended Agreement

**10. Question:** ISR has been asked to clarify the meaning of "terms" in section 9.1.1.5.

**Answer:** Bidders are referred to The Amended Agreement ("discharging terms" phrase doesn't prescribe in the Amended Agreement").

**11. Question:** ISR has been asked to clarify the matter pertaining to the shipping documents, in a case whereby the shipment of the goods would arrive in Israel before the documents, how would the supplier be able to meet the 5 day requirement of documents arriving before the shipment.

**Answer:** Bidders are referred to The Amended Agreement.

Please see the **amended documents as appear on ISR's website** for further information.

Please confirm receipt of this notice by returning email to the undersigned at: [netanelk2@rail.co.il](mailto:netanelk2@rail.co.il).

Sincerely Yours,

**Netanel Kimchi**  
Coordinator of International Procurement  
& Contracting