



30/04/2020

Re: **NOTICE #4 TO PARTICIPANTS**
TENDER NO. 41913

This notice (the “**Notice**”) is being furnished to Bidders in accordance with the provisions of Section 18.3 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

1. Question: ISR has been asked to clarify the exact amount of heated rails ISR intends to purchase.

Answer: It is hereby clarified that ISR will purchase the quantity of: 972 rails 18m long, 60E2 profile; and 958 rails 18m long, 54E1 profile.

2. Question: ISR has been requested to clarify the following:

1. When will the Acceptance Checks will be performed?
2. When will the Final Acceptance Certificate will be issued?
3. Does ISR intends to conduct straightness checks using appropriate straight edges as specified in EN13674-1:2011+A1:2017 or does ISR shall conduct visual straightness check during unloading process?

Answer: ISR hereby clarifies that:

1. Acceptance Check – There shall be a Random check of the rails, at the port, during the unloading of the rails from the ship onto the flat wagons.
2. The Final Acceptance Certificate shall be issued up to 2 working days following the Acceptance Check.
3. Acceptance Check shall be performed at random on the rails subject to ISR's sole discretion.

3. Question: ISR has been requested to clarify whether the Force Majeure affecting the Supplier's manufacturing plant would be considered as force majeure under this agreement.

Answer: It is hereby clarified that whereby the Force Majeure affects the ability of the supplier to supply the heated rails, the force majeure clause shall apply. If, however the Force Majeure does not have an effect on the relative legal entity to the point whereby the supplier can still perform his obligations, the Force Majeure Clause shall not apply.

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: netanelk2rail.co.il.

Sincerely Yours,

Netanel Kimchi
Coordinator of International Procurement
& Contracting