



19.04.2020

Re: **NOTICE #3 TO PARTICIPANTS**
TENDER NO. 41913

This notice (the “**Notice**”) is 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

I. Questions Pertaining to Technical Specifications

1. Question: ISR has been asked to clarify whether that atmospheric rust will be considered as a defect for rejecting rails at site during visual inspection.

Answer: It is hereby clarified that atmospheric rust will not be considered as a defect for rejecting rails at site during visual inspection.

2. Question: ISR has been requested to clarify specify the tolerance on quantity in percentage of volume that will be allowed? Example: 1 000

Tons +/- 5%. Knowing that the volume shipped and delivered will be invoiced in full.

Answer: It is hereby clarified that ISR will purchase the quantity of: 924 rails 18m long, 60E2 profile; and 1016 rails 18m long, 54E1 profile.

3. Question: ISR has been requested to clarify the Acceptance Checks, and whether ISR can guarantee the maximum timing for finalizing local acceptance tests ?

Answer: It is hereby clarified that the Acceptance Checks, quantity, visual checks, straightness, test certificates in accordance with EN13674-1 and EN 10204. Acceptance Check shall be performed during unloading rails from ship on the flat wagons.

II. Questions Pertaining to Tender Document

4. Question: ISR has been requested to clarify whether a bidder that is 100% owned by a group that produces rails may submit a proposal for the tender.

Answer: It is hereby clarified that a bidder which is owned 100 % by a group that produces rails, may submit a proposal.

5. Question: ISR has been requested to clarify specify all taxes, fees, duties, licenses, costs or other payments as to be included to the sales price regarding importation and customs clearance and services

ISR has been asked to confirm that ISR will pay the VAT tax and clear the goods.

Answer: It is hereby clarified that all bidders a responsible to receive financial advice.

III. Questions Pertaining to Agreement:

6. Question: ISR has been asked to clarify whether in case of shorter transit time between port of shipment and destination, would a copy of all documents be approved.

Answer: It is hereby clarified that all documents must be in their original forms.

7. Question: ISR has been asked to clarify section 16.3 of the agreement, in which cases will the performance and warranty guarantee be required.

Answer: It is hereby clarified that in cases whereby an order has been placed and the supplier delays the production and or shipment of the rails, the performance guarantee shall be extended.

In cases whereby defects are found within, the warranty shall be extended in order to cover the replacement rails supplied by the bidder.

8. Question: ISR has been asked to clarify section 21.2 and correct the mistaken reference.

Answer: It is hereby clarified that the reference has been corrected, and bidders are requested to review the amended agreement.

9. Question: ISR has been asked to clarify the termination for convenience and effect of termination, what kind of compensation is referred to in section 21.4.

Answer: It is hereby clarified that bidders shall be entitled to compensation whereby ISR has placed an order, the bidder has commenced manufacturing the rails, and later ISR cancels the order, the bidder shall be entitled for compensation for the already manufactured rails.

10. Question: ISR has been asked to confirm that the Supplier can appoint a subcontractor for local logistics without prior consent from ISR.

Answer: It is hereby clarified that the bidder may appoint a subcontractor and will notify ISR of the appointment, and only in extreme circumstances shall ISR intervene in the appointment of the subcontractor.

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