



12.8.2019

Re: **NOTICE #1 TO PARTICIPANTS**  
**TENDER NO. 4902**

This notice (the “**Notice**”) is being furnished to Bidders in accordance with the provisions of Section 22.3 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. Technical Specifications**

**1. Question:** ISR has been requested to specify what is roughly the annual quantity of rails & profiles (R260 and R350HT), forged transition rails and fishplate sets that ISR intends to purchase/

**Answer:** According to ISR's estimations, which are in no way binding, the rough and non-obliging estimated quantity is for the R260 -- Between 4000-6000 ton/year; R350HT – average 500 ton/year

**2. Question:** ISR has been asked to clarify the length of the rails.

**Answer:** Bidders are referred to the technical specifications, where all information pertains to the rails are laid out.

3. **Question:** ISR has been asked to clarify whether or not ISR will be providing a forecast to the winning bidder.

**Answer:** ISR will provide a non-obligatory forecast a year in advance as well as an obligatory forecast half a year in advance. Bidders are referred to the amended Agreement.

4. **Question:** what is the exact DAP destination / address for rails? (area in the Port of Haifa /

Ashdod, outside/next to the port?)

**Answer:** The bidders are referred to both sections 3.10.1 & 9 of the agreement.

**5. Question:** ISR has been requested to specify both maximum and minimum lot size.

**Answer:** The minimum is 1000 and a maximum 2500 tons of rails from different types.

**6. Question:** ISR was requested to clarify that since the winning bidder has a non-exclusive right, what will be either a guaranteed or a minimum quantity purchased from the winning bidder.

**Answer:** It is hereby clarified that the agreement is a framework agreement for 5 years plus an option for another 5 years' contingent on the satisfaction of ISR with the supplier throughout the duration of the agreement.

Furthermore, ISR intends to purchase from the winning bidder throughout both the agreement and option periods, in a manner subject to the supplier's performance which meets all contractual obligations.

**7. Question:** ISR has been asked to permit the participation in the tender to companies offering a proposal for railway rails R260 package (Bid A), however omitting The Fishplates Joints Sets and Transition Rails as indicated in Section 1 of the tender documents.

**Answer:** ISR has reviewed the request and decided to reject it, the Fishplates Joints Sets and Transition Rails are an integral part of the tender.

**8. Question:** ISR has been asked to clarify the duration and the start date of the contractual relationship.

**Answer:** Bidders are referred to section 5 of the agreement.

**9.Question:** ISR has been asked to clarify the start & finish date of delivery.

**Answer:** Bidders are referred to section 9 of the agreement.

**10. Question:** ISR has been asked to clarify whether or not contractual conditions are negotiable.

**Answer:** ISR has reviewed the request and has decided to reject it. Any comments or reservations concerning the terms and conditions of the Tender and the Agreement should be brought up during the request for clarification stage, as detailed in section 22 of the Tender Documents.

**11. Question:** ISR has been requested to clarify whether it would be possible to make a partial quote for Bid A or Bid B.

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

**12. Question:** ISR has been requested to send bidders all the documents needed to be filled out and sent back to ISR

**Answer:** ISR has reviewed the request and has decided to upload the documents to ISR's website.

**13. Question:** ISR has been requested to clarify where can the "appendix" A1 A2 A3 A4 E be found.

**Answer:** Bidders are referred to ISR's website where all documents are uploaded and each document title is referred to an appendix: <https://www.rail.co.il/>.

**14. Question:** ISR has been requested to clarify what are ISO/IEC 17025 standards, furthermore ISR is asked to clarify whether a bidder should supply certifier or Afaq certification? And how long does ISR estimate inspection would take and who are those borne by, the bidder or ISR

**Answer:** It is hereby clarified that the Rails are manufactured in accordance to EN13674-1, and Qualifying Test must be conduct in accordance with EN 13674-1. An official report signed by Qualifying Body - a laboratory certified in accordance with ISO/IEC 17025 in the field of steel quality testing or a laboratory accredited by national laboratory accreditation authority in the field of steel quality testing, shall be submitted.

**15. Question:** ISR has been asked to clarify the requirement regarding the participation fee of 15,000 NIS, must it be paid in NIS or can it be paid in EURO.

**Answer:** The participation fee is a set price of 15,000 NIS, a bidder may choose to pay the fee via a foreign credit card which is a different currency, the bidder will bear the exchange rate costs on the day of the transaction. The following is the account details in order to wire transfer the participation fee, if bidder has decided to wire transfer the currency must be in Euro.

Beneficiary: Israel Railways Ltd.  
Account no. 771220/00  
Head Branch Tel Aviv  
Branch No 800  
IBAN: IL440108000000077122000

**16. Question:** ISR has been requested to clarify the term meant by "Magnetic Media".

**Answer:** It is hereby clarified that the term " Magnetic Media" refers to either a USB memory stick or a CD.**17. Question:** ISR has been requested to clarify the wording found in section 15.1 of the tender documents referring to the manner in which proposal shall be submitted.

**Answer:** The Bid should be divided to three (3) envelopes- Prerequisites envelope (containing all that is detailed in sections 15.4.1 to 15.4.5 of the tender documents); Technical envelope (containing all that is detailed in sections 15.4.6 to 15.4.9 of the tender documents); and a Commercial envelope (containing all that is detailed in sections 15.4.10 to 15.4.11 of the tender

documents). Then, Bidders must submit two (2) copies of the Bid- meaning, there should be six (6) envelopes in total ([Prerequisites + Technical + Commercial] \* 2).

**18. Question:** ISR has been asked whether it would be possible for a bidder to revise his quoted price in later rounds in the tender process, or whether the price quote is final.

**Answer:** Bidders are advised to submit their most competitive offer.

**19. Question:** ISR has been requested to clarify who is the contact in ISR for when the bidders submit their bids via an international courier.

**Answer:** Bidders are referred to sections 15.3 and 22 of the tender documents. It is hereby clarified that Bidders must meet the final Submission Date and time, as detailed in section 15.1 of the tender documents, and any delay, including a delay incurred by the international courier, shall not be accepted and shall disqualify the Bid.

**20. Question:** ISR has been asked to clarify and to indicate a specific date that ISR will request a bank guarantee.

**Answer:** It is hereby clarified that ISR only intends to request the bid guarantee once stage A1 has been fulfilled as is established in section 13.1.1 of the tender documents, it is for that reason that at this point in time ISR cannot indicate a specific date.

**21. Question:** ISR has been requested to clarify which documents must be submitted by the bidder with relations to Appendix D2 and whether or not the Bidder must submit the documents for each reference.

**Answer:** It is hereby clarified that those documents are crucially required in order for the bidder to provide additional proof of their full compliance with the prerequisites.

**22. Question:** ISR has been asked to clarify whether the prices set forth in section 4.5 of Appendix B for the Fishplate Joints Sets are the maximum price level that a bidder can offer.

**Answer:** Yes.

**23. Question:** ISR is hereby requested to clarify the definition of the term unit found in section 4.5 of Appendix B.

**Answer:** It is hereby clarified that the term "Unit" is defined as a set, as specified in the left column of the table named " Type of Fishplate Joints Sets".

**24.Question:** ISR has been requested to clarify the transport costs for each particular item as set out in sections 4.5,5,6 in appendix B.

**Answer:** Bidders are referred to section 3 of Appendix B.

**25. Question:** ISR has been requested to revise Technical Specifications for Fishplate Joint Set No. E-01-0040.1 June 2019.

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

**26. Question:** ISR has been requested to revise Technical Specifications for Forged Transition Rails No. E-01-0043 February 2019.

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

**27. Question:** ISR has been requested to clarify the expect and/or anticipated means of transport to ISR's facilities in Kishon pertaining to the supply of the Goods (excluding the rails).

**Answer:** ISR hereby clarifies that it is the responsibility to ensure in whatever means possible that the DAP delivery terms are met to their highest standard in order to guarantee the supply of the Goods. The exact location for the delivery shall be agreed upon between ISR and the supplier and shall be written on the purchase order form.

**28. Question:** ISR was asked to clarify the meaning of Non-Manipulation Certificate.

**Answer:** ISR hereby clarifies the meaning of Non-Manipulation Certification, it provides assurance that the product's identity was preserved and that it was stored under suitable conditions and the condition of the container shows no apparent signs of tampering or reprocessing

**29. Question:** ISR has been requested to clarify what are the expected and/or anticipated modes of transport of the Goods (excluding the Rails) to the various different facilities mentioned in Sections 3.10.1 and 9.2.

**Answer:** ISR hereby clarifies that the seller has full discretion to choose the mode of transportation they see fit so long as they guarantee proper means of transportation that shall safeguard the goods ordered. The form of transportation is DAP and the exact location to where the goods ought to be delivered shall be specified in the purchase order and/or shall be predetermined between ISR and the Winning Bidder.

**30. Question:** ISR has been asked to clarify whether or not Appendix E is binding for the Performance and Warranty Guarantee, or whether it is a sample that can be modified?

**Answer:** Appendix E as is on ISR's website is binding.

**31. Question:** ISR has been requested to clarify the manner in which the Contract Value shall be determined in order to calculate the value of the required Industrial Cooperation and whether or not the value of business activities realized by the supplier's subsidiaries and affiliates be included into the total value of the industrial cooperation.

**Answer:** It is hereby clarified that, once ISR declares that winning bidder, ISR along with the winning bidder shall report to ICA the expected value of the agreement for the term of the agreement. The report shall be based on ISR's needs and the winning bidder's prices.

**32. Question:** ISR has been requested to clarify which exchange rate shall be used to convert the goods prices which is expressed in EUR.

**Answer:** The matter of exchange rate is irrelevant in this matter. The undertaking shall be relevant so long as the expected contract value during the term of the agreement shall exceed 5 million dollars (or the equivalent in Euros).

**33. Question:** ISR has been asked to clarify whether in a case of early termination of the agreement the supplier's undertakings regarding Industrial cooperation terminate as well or remain in effect on to the extent corresponding to the value of the goods under the agreement until its early termination.

**Answer:** It is hereby clarified that the Winning Bidder's is to discuss and conclude with ICA the terms of their engagement pertaining to the winning bidder's undertaking.

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](mailto:netanelk2rail.co.il).

Sincerely Yours,

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