

	section	Potential Bidder Questions	Answer
Technical specifications			
General		Please clarify the list of applicable norms on which the activities must be executed	ISR hereby clarifies that European Regulations EC/798/2016, Regulation 402/2013/EC Common, Safety Methods for Risk Evaluation and Assessment (CSM RA), relevant TSI for systems and applicable standards RAMS: EN50126, EN50128 and EN50129. (Important to mention that for the systems itself the relevant EN standard may be applied and assessed respectively).
General		Please clarify if ISA reports/certificates are expected for the following work categories: Infrastructure, Energy, Signalling, Rolling Stock	It is hereby clarified that Yes. It depends on the project and the specific Work Package. For the 3 lines the reports can cover infrastructure, Energy, Signalling. For different work package ISR shall request for ISA services in Rolling Stock and so on.
General		Please clarify: length of the line, number of stations, number of bridges and viaducts, number of electrical substations, number of tunnels, number of OCC/B-OCC, number of trains (eventually) for the three lines considered in the tender	Please See Notice # 4

General		Please, indicate us the list of documents that must be considered as inputs for the ISA/Consultant.	All the necessary documentation in order to issue the certificate/report. For example, track measurements, Quality control documentation, SC's from suppliers, test reports, etc...
General		Please clarify which are the deliverables expected to be submitted by the ISA/Consultant (Reports and/or Certificates)	Please see Appendix A part 5 "Safety assessment activities" (Table) in the tender documents
General		Please, clarify what kind of signaling systems must be considered.	electronic signalling
		We understand that the objective is the assessment of the integration of the sub-systems to the overall system, so sub-systems are assessed and documented by third parties (not scope of this tender). We assume that the main activities are limited to document checks, supplier audits and coordination of assessment of the sub systems or third-party assessors, but not: acceptance inspections of construction and earth work and civil engineering. If these assumptions are not correct, could you please clarify what are the main activities of the ISA from your point of view	According to Appendix A - required Services (clause 2) - the assessment shall cover both - Overall Integration and Sub-systems as well for the different Areas (Earth Works), CW (Civil Works), TRW (Track Works), SIG (Signalling), E&M ((Electromechanical – TVS (Tunnel Ventilation), FPW (Fire Protection Works), Emergency Systems and COMM (communication systems), ENE (Electrification), Rolling Stock). This assessments shall include documentation assessments, spot checks and all the necessary in order to approve the sub system (according to relevant standards and RAMS methodology).

		<p>What is the technical scope of the Assessment to be carried out for the 3 projects mentioned in §7 of Appendix B (Services Price) ? Are all the 11 subsystems included for all the 3 projects? As described in Appendix A of the Tender documents, page 9 : (1) ERW (Earth Works), (2) CW (Civil Works), (3) TRW (Track Works), (4) SIG (Signalling), (5) E&M (Electromechanical), (6) TVS (Tunnel Ventilation), (7) FPW (Fire Protection Works), (8) Emergency Systems and COMM (communication systems), (9) ENE (Electrification), (10) Rolling Stock and (11) Integration.</p>	<p>It is hereby clarified that Yes. It's important to mention that for different projects sometimes the subsystem is more significant and sometimes less complex.</p>
		<p>Could we have details on the nature of the 3 projects mentioned in §7 of Appendix B (Services Price) ? In particular, the following details would be useful to optimize our proposal: project schedule, characteristics of lines (length, tunnels, level crossing, signalling, electrification, type of commercial service, type of rolling stock, etc.), the actors involved (contractors, safety managers), the type of technology used (identical to other lines in the network or new).</p>	<p>Please See Notice # 4</p>
	<p>Appendix A : Required services bullets 4a,4b,4d</p>	<p>The requested activity of the ISA ("to review") is not consistent with the activities and role as defined in the EN50126-1 §6.8 and EN50126-2 Table G.4. Please confirm that the role of the ISA shall be understood as laid down in the EN50126 and is strictly the role of the assessor?</p>	<p>Yes. The role of the ISA shall be according to the EN50126 and also as specified (and agreed with ISR) in the specific assessment plan that shall be submitted by the bidder.</p>

	Appendix A	Please inform if and which Work package contractor (Signalling, ENE,Electro mechanic works,Track Works, Civil Works, EarthWorks) shall appoint an Independent Safety Assessor (S-ISA) to assess and audit the safety management system and activities of the WPC in accordance with EN50126, EN50128 and EN50129 standard	For all 3 main projects.for each work area (SIG, TRW, etc) shall have independetn assessment and subsequently inddependent asessor.
	Appendix A : Required services bullets 4h,4i	Please confirm if for the Signalling subsystem will available a Generic Product and Generic Application Safety Case already assessed by an Accredited Certification Body as per relevant CENELEC standard (ISA)?	There is no clear answer yet. ISR is writing and characterizing a new tender for Sig system. whenever the winner will be declare ISR will decide (according to the winner) if it will be a similar system or and it will be a new one that shall be assesed by ISA.
	Appendix A : Required services bullets 4h,4i	Please confirm if the the Signalling supplier shall appoint an Independent Safety Assessor (ISA) to assess the WPC activities and the Safety Case of the Specific Application in accordance with EN50126, EN50128 and EN50129 standard?	In principle yes, but the finall answer will be after the tender for Sig system.

	Appendix A	<p>It is not clear from reading the Appendix A ("Scope of the Work) if the ISA shall act only as an Overall ISA evaluating the safety of the overall lines focusing on the safe integration of all the subsystems and on the Operation and Maintenance rules, or the ISA shall also assess the safety of Design, Manufacture, Test of each subsystems (S-ISA)? In this latest case, please kindly inform the subsystems that will be assessed by the ISA</p>	<p>According to Appendix A - required Services (clause 2) - the assessment shall cover both - Overall Integration and Sub-systems as well for the different Areas (Earth Works), CW (Civil Works), TRW (Track Works), SIG (Signalling), E&M ((Electromechanical – TVS (Tunnel Ventilation), FPW (Fire Protection Works), Emergency Systems and COMM (communication systems), ENE (Electrification), Rolling Stock). This assessments shall include documentation assessments, spot checks and all the necessary in order to approve the sub system (according to relevant standards and RAMS methodology). The subsystems are specified also in appendix B in the table.</p>
	Appendix A	Please indicate, whether more than one PTO per project is planned.	At this stage only one PTO is planned.

	Section	Potential Bidder Questions	Answer
General Terms and Conditions			
General		Please, clarify if JV/Consortium are admitted and if there are limitations to be considered	It is hereby clarified that the request has been reviewed, ISR has denied the request to permit consortiums.

General		Please clarify the timing of the project.	431 - 2025 Eastern Line - 2026 4 Ayalon - 2026 - depends on the completion of ongoing project phase.
General		Please, clarify payment terms and conditions.	Bidders are referred to the agreement and Tender Documents.

Appendix A - Section 4

Quote

- d. Review and assess the technical details including design documents, schematic drawings, reports, simulation results, calculations, test records, safety reports and witness testing and commissioning (including factory test, dynamic test – if relevant) to assure the safety protections undertaken for the critical subsystems and the associated interfaces are adequate;
- j. Evaluate the process for managing and ensuring compliance with other relevant EN/ISR/local regulations, standards and specifications.

Unquote

It is understood that the ISA Services shall be delivered in accordance with the regulation 402/2013/EC Common Safety Methods for Risk Evaluation and Assessment (CSM RA) and applicable standards EN50126, EN50128 and EN50129.

However, it is kindly requested to confirm that EU Technical Standard of Interoperability shall apply to the three projects and to provide any additional technical norm / standard which shall be taken as reference for ISA scope of work.

It is hereby clarified that Yes the TSI standards shall be taken into consideration. However not all of the chapters or TSI are relevant - for example, the TSI PRM for stations are not relevant since we need to comply with the Israel standard. On the other hands, for tunnels we will want to comply on the necessary systems of TSI SRT or Rolling Stocks regarding TSI RST.

Section 7

As for the Scope of Services and the Remuneration, it seems that there is a discrepancy between Clause 7 to the Tender Documents and Clause 6 to the Agreement. It is understood that the ISA Services specified in Appendix A will be remunerated through an all-inclusive lump sum price (VAT excluded). While in Clause 6 of the “ISA Agreement”, the scope of services is foreseen to be delivered through Work Packages assigned with Task Order Forms (supposed to be in Annex A). Please confirm that the “ISA Tender Document” prevails and clarify the apparent discrepancy.

It is hereby clarified that the lump sum payment is for the work Packages that are currently included in the tender. There is an option as well for future projects that are not currently listed in the tender documents.

	<p>Section 9.1.2</p>	<p>Quote Stage B - Commercial Evaluation – ISR shall open the commercial proposals of Bidders who satisfied Stage A, proved compliance with all requirements of the Technical Specifications and achieved a score of at least 20 points at the TE, as detailed in Stage B above. Unquote</p> <p>It seems that there is a clerical mistake in Clause 9.1.2. Since there is no Technical Evaluation or Technical Score the underlined statement above is not applicable.</p> <p>Please clarify.</p>	<p>It is hereby clarified that there is no technical score, however bidders must meet all the technical requirements set out in the Tender document</p>
	<p>Section 4.4</p>	<p>Please confirm that the Israeli branch of a foreign company is allowed to cover the role of Local Representative.</p>	<p>It is hereby clarified that a companies Israeli branch fulfils the requments of a local representative. .</p>

	Section 2.2	Please confirm that ISA Services that are currently provided for heavy rail on-going projects with value no less than 400 million Euro, are eligible projects, even if they have started before 2014.	It is hereby clarified that Bidders may submit projects that have started as late as 2013
		Our understanding is that the tender is for a partially framework-type contract. Which means that the RfP is based on the 3 main projects of ISR mentioned in §7 of Appendix B (Services Price), but the contract holder may be also notified of ISA assignments for future projects.	It is hereby clarified that ISR holds the right to notify the winning bidder of any future project which is not currently listed in the Tender Documents
	App D1 3.1.2 2.2	Please clarify if 200 or 400 Mio Euro. (Bidder has provided Services ... with a scope of no less than 200 / 400 million Euro per project)	It is hereby clarified that Bidders may submit projects with a scope of no less than 250 million Euro per project

	2.1	The European Agency for Railways doesn't certify assessment bodies for rail safety. Is the meaning of the clause that the bidder must be accredited as AsBo (Assesmmnt Body concerning CSM-RA) and/or accredited as NoBO (Notfied Body) for the relevant technical subsystems in the ISR projects? Please clarify.	It is hereby clarified that The intention is that the bidder must be accredited as an AssBo and appears/qualified in the ERA database as Assessment body organization.
	Section	Potential Bidder Questions	Answer
Agreement			
General		How we must consider the impact of the COVID-19 on the execution of the project?	Bidders are referred to the agreement to the Force Majeur Clause, as well Bidders are reminded of .the obligations to mitigate their damages
	6.7	Please define: Daily Consultancy services that fall outside the current scope of the work	It is hereby clarified that the reference is made to Services that were not include in the the tender documents, projects such as : a new rolling stock that ISR wants to purchase.
	6.4.1	Please define: Advising, supporting and consulting	It is hereby clarified that the section requires Project support in order to receive a successful PTO acceptance in all projects and relevant for the scope of work.

	Article 6.6. / 14.	<p>Please describe the table under Article 14, including an explanation of the meaning of the percentages under Article 14. What happens to a work package that has already started .14 if it is delayed and then not completed? Are the flat rates from the table billed or the expenses actually incurred</p>	<p>As specified in the table if ISR need to suspend or delay the project up to 6 months the consultant will not receive any payment of the WP. after that the remuneration will be according to the percentage in the table (maximum up to 50%). Furthermore, whereby a project has ceased any work that has already been done by the winning bidder, shall be paid for.</p>
	Article 12	<p>Article 12 doesn't seem to be worded consistently, for this we suggest an alignment in 12.3, so that the limitation mentioned in 12.1 does not lose its effect (see in below), as well as the deletion of Article 12.4 as it appears irrelevant. A third party must always first contact the ISR, if it is then determined that the assessor was at fault, this damage can be passed on to the assessor Proposal: In the event of such a claim being lodged against ISR as aforesaid, ISR shall inform the Consultant about it in writing within a reasonable time thereafter up to the limitation as mentioned in Article 12.1 (iii)</p>	<p>Bidders are referred to the amended agreement</p>
	Article 15	<p>In Article 15.1. please clarify: The article may only be used if the supplier is at fault. This means that the following addition is required: Article 15 and its consequences can only be used if ISR has provided all documents and input - 100% workable - in the agreed time.</p>	<p>.Bidders are referred to the amended agreement</p>

	Article 6.5	This paragraph refers to "Appendices A1 - A2". Where can these appendices be found	It is hereby clarified that A1 are the work packages that shall be supplied by ISR and A2 is the consideration of the winning bidder
	Article 19.3	The wording implies, that - without limitation - ISR might make changes to the reports and other documents delivered by the consultant/assessor. Please make a rewording of the clause excluding the right to change the documents submitted by the consultant/assessor.	Bidder is referred to the amended agreement




































