

Tender No. 42237 For the Manufacture and Supply of TMVC and TEVC

Section No.	Page	Questions	Answers
Technical specifications			
	3	In general: Is it possible to offer partial compliance with the specifications, or to address requirements in the specifications with corresponding comments on how they will be fulfilled?	Bidders are referred to Section 3 of the Amended Tender Documents.
2.10	3	What is considered a prototype? The drive technology used? The machine layout? The machine in its currently specified form is not a portfolio/standard machine and would need to be largely reconfigured. However, it is based on components and modules that are already in use and have proven themselves, including drive technology, work units, and cab layouts.	A prototype is the first early sample, model, or release of a product built to test a concept .those types of machines that have not been produced in the past and require a completely new design
2.18	4	The Machine shall be equipped for the emergency cases with a bypass to allow the vehicle movement to a nearby destination and of the railway traffic decongestion. From our point of view this refers to emergency drive mode under own power. Is it also accepted that only towing the machine is possible?	Emergency drive mode under own power . Critical situations must be considered when machine protection systems may prevent continued movement but in fact the machine can continue to move to a nearby station.
4.1	13	The Machine shall have the following operating characteristics: Is a maximum speed of 100 km/h allowed in self-propelled and towed modes? Is a diesel-hydraulic drive system in hydrostatic design allowed?	Bidders are referred to the Amended Section 4.1.
4.1.3	13	4.1.3 The requirement for a travel speed of at least 90 km/h on the 35 ‰ conflicts with the 500 hp engine power required in point 8.1. Meeting this performance requires more than double the power, which is not necessary to meet the towing performance required in point 8.19.3. Please clarify.	Hp power demand is minimum
6.3	16	The platform shall be at height up to 1200 mm from the top of the rail. Is a platform height of 1300 mm above top of rail permissible?	Bidders are referred to the Amended Section 6.3 of the Technical Specifications.

6.3	16	6.3 Is it acceptable to have a platform height, from top of the rail of up to 1300 mm instead of 1200 mm ?	Bidders are referred to the Amended Section 6.3 of the Technical Specifications.
7.2.15	17	Is a non-foldable Solution also possible?	Section 7.2.17 shall remain unchanged.
7.2.19	17	With the rotating crane cabine in combination with the crane, the rails can then be manipulated from a flat wagon. A transport system in the underframe is not possible. We kindly ask to amend this point accordingly.	The Technical Specifications shall remain unchanged.
8.3	18	There is a temperature monitoring system as well as a fire detection system available, but there is no explicit firefighting system installed, in the engine compartment as well as in the cabins. We kindly ask to amend accordingly.	Bidders are referred to the Amended Section 8.3 of the Technical Specifications.
8.4	18	Please refer to above comment regarding pint 2.18	The Technical Specifications shall remain unchanged.
8.12	18	8.12 Is it possible to offer only the TMVC vehicle without the option for the TEVC vehicle?	Bidders are referred to the Amended Tender Documents.
8.17.6	20	The standrad way is to guide the exhaust gases sidewise in the underfloor area, the side of the exhaust stream can be selected manually by the operator to ensure that no exhaust gases come into the vicinity of the operating personnel - is this solution applicable?	ISR has reviewed the request and decided not to accept it.
8.19.1	21	Is a hydrostatic transmission allowed with a max. speed of 100 km/h and correspondingly adapted towing loads allowed?	ISR has reviewed the request and decided not to accept it.
8.19.3	21	8.19.3 – 8.7.3.2 Is it acceptable to tow and brake a 180 ton weight at a speed of at least 25 km/h on 20‰ instead of 25‰?	ISR has reviewed the request and decided not to accept it.

8.20.1	22	8.20.1 Please confirm that in case of choosing electric traction in addition to the transmission adaptation, considering all the systems to be added (pantograph, transformer, electronic racks, generator, etc.), it will be allowed to drastically modify the layout and dimensions of the TMVC vehicle?	Bidders are referred to the Amended Section 8.20.
8.20.1	22	8.20.1 Is it possible to offer only the TMVC vehicle without the option for the TEVC vehicle?	Bidders are referred to the Amended Tender Documents.
10.4	23	Is braking from the crane remote control in the working basket addressed with this requirement? The crane itself is not equipped with an KE valve?	Bidders are referred to the Amended Section 10.4 of the Technical Specifications.
10.9	23	10.9 Is it acceptable to propose brake cylinders instead of brake discs for the braking system as appears to be permitted in the next point 10.12.2 ?	ISR has reviewed the request and decided not to accept it.
13.1.22	27	Is a maximum number of 10 also appropriate? Are seatings in form of a folding seat allowed (e.g. in addition to a seating bench)	Folding seat could be considered.
13.1.25	27	Please specify the meaning of this point. Generally the machine is equipped with a set of standard tools to perform minor/small maintenance tasks in the field. A complete Maintenance is not possible with these tools.	The Technical Specifications shall remain unchanged.
13.3.4	29	Please amend to one analog speedometer. In the driver's desk there is only the DMI for ETCS	The Technical Specifications shall remain unchanged.
13.9	30	As there is one driving cabin in the front and one in the back (crane/driver cabin) no operation (driving) in both directions is possible out of one cabin by tuning the driver's seat. Please amend accordingly.	The Technical Specifications shall remain unchanged.
13.10	30	Please clarify, as this point seems to be linked to point 13.1.22 but with different requirement	Handrails are for these special cases when the number of workers exceeds the number of seats, firefighters etc.
N/A	N/A	Please communicate officially the technical specification for TEVC	Bidders are referred to the Amended Tender Documents.

N/A	N/A	It's written : "What is identical between the two types? Everything except the propulsion system..." Please note taht TEVC vehicle likely to be "bigger" (than TMVC) to accommodate the components associated with change to electric traction, therefore TEVC and TMVC vehicles can't be identical	Bidders are referred to the Amended Tender Documents.
N/A	N/A	Which color?	The question is unclear.

Section No.	Page	Questions	Answers
General Terms and Conditions			
1.1	1	With reference to Section 1.1, please clarify whether an Israeli company, acting as the duly authorized representative of an international manufacturer that fully complies with all Tender requirements, may submit a proposal on behalf of such manufacturer; or whether the manufacturer itself must be the formal Bidder and contracting party with ISR.	As specified in Section 1.1 - the Bidder must be the Designer, the Original Manufacturer (OM) and the Supplier of the proposed Vehicles
1.1	1	Please modify the requirement as following: "Bidder is the manufacturer, designer and supplier of the proposed TMVC, TEVC manufacturing capability should be removed as it is an optional vehicle in the tender	Bidders are referred to the Amended Section 1.1.
1.1	1	kindly accept the following: "The bidder shall be the designer, Original manufacturer (OM) and the supplier of the proposed TMVC. Since TEVC is an optimal vehicle under the tender, eligibility relating the TEVC is an optional vehicle under the tender, eligibility relating to TEVC shall not be mandatory at bid stage	Bidders are referred to the Amended Tender Documents.

1.2	1	Is it acceptable to declare that Bidder have designed, built, supplied, or are in the process of supplying at least ten vehicles (with at least two units of each vehicle type, starting from 2020), which are only partially similar and with different performances, to TMVC and TEVC vehicles? For example, TMVC for maintenance of the Overhead Catenary System (OCS), TMVC with two axles and not with bogies and TEVC diesel/battery powered instead of 25 KV AC pantograph.	Bidders are referred to the Amended Tender Documents.
1.2	1	We are requesting to consider the following: "Bidder shall demonstrate experience in manufacture and supply of TMVC or equivalent maintenance vehicles. TEVC experience shall not be mandatory for prequalification as it is an optional vehicle	Bidders are referred to the Amended Tender Documents.
1.2	1	Please consider the following: The bidder shall have designed, manufactured and supplied at least ten (10)TMVC or equivalent rail-road maintenance vehicles. TEVC experience shall not be mandatory as TEVC procurement is optional	Bidders are referred to the Amended Tender Documents.
1.3	1	Please consider to modify the requirement as following: Bidder must have designed, manufactures and supplied at least 2 units of TMVC or equivalent rail - road maintenance vehicles. Experience in TEVC shall not be mandatory at qualification stage	Bidders are referred to the Amended Tender Documents.
1.4	1	Please consider to modify the requirement as following: The bidder shall have proven experience in NOBO certification/RDSO certification for TMVC or equivalent rail-road maintenance vehicles. TEVC related certification experience shall not be mandatory at bidding stage	Bidders are referred to the Amended Tender Documents.
1.4	1	Is it acceptable to declare having proven experience in NOBO Certification only for vehicles that are partially similar and with different performances to the TMVC and not experience for the TEVC? For example, TMVC for maintenance of the Overhead Catenary System (OCS) or TMVC with two axles and not with bogies.	Bidders are referred to the Amended Tender Documents.

2.1.1	2	Please consider to modify to the hereunder: The bidder shall submit a declaration confirming that it is the manufacturer, designer, and supplier of the proposed TMVC. TEVC requirements shall become applicable only if optional TEVC procurement is exercised by ISR	Bidders are referred to the Amended Tender Documents.
5.3	4	Since TEVC procurement is optional in nature, qualification requirements exclusively related to TEVC should not be mandatory for participation in the tender	Bidders are referred to the Amended Tender Documents.
10.2	7	Bidders not manufacturing TEVC may not submit indicative TEVC pricing	Bidders are referred to the Amended Tender Documents.
12.2	8	Prequalification evaluation under sections 1 and 2 shall be limited to mandatory TMVC requirements only. TEVC related requirements is optional as mentioned in the tender	Bidders are referred to the Amended Tender Documents.
13.2.1	9	Please extend the bids submission deadline till mid of September 2026, which due to vacations period in Europe (mid July-August)	Bidders are referred to the Amended Section 13.2.1.
13.2.13.2	11	Some of the mentioned documentation will be available upon design and manufacturing of the vehicles (and not at bidding stage), please waive the items: 13.2.13.2.1 Installation procedure, including equipment setup; 13.2.13.2.2 Operation manual; 13.2.13.2.3 Maintenance and troubleshooting; 13.2.13.2.5 Special tools and/or equipment; 13.2.13.2.6 Spare Parts List and Prices 13.2.13.2.7 Safety Recommendations;	Bidders are referred to the Amended Section 13.2.13.2.
12 (Appendix B)	22	The proposed price escalation index is not acceptable to us. Instead we propose that the price escalation index be defined as follows. Please refer to clause 13 Linkage Mechanism https://www.statistik.at/en/statistics/national-economy-and-public-finance/prices-and-price-indices/wholesale-price-index https://www.statistik.at/en/statistics/national-economy-and-public-finance/prices-and-price-indices/wholesale-price-index	

13 (Appendix B)	22	$P_{new} = P (0,15 + 0,50 E/E_0 + 0,45 L/L_0)$, In this formular: P new = Contract price new, P = Contract Price, 0,15 = Fixed Price Adjustment, E= Statistic Austria - Wholesale price index iron & steel 46.72.13 (Basis 2025=100)	Bidders are referred to the Amended Tender Documents
13 (Appendix B)	22	Index value two months before the month in which the customer exercises the delivery option L = Collectively agreed wage index according to the Chamber of Commerce system 2010 (Basis 2020 = 100) Trade Association of Machinery and Metal Goods, workers, Index value two months before the month in which the Client exercises the delivery option. The sizes E ₀ , M ₀ and L ₀ refer to the index level at the conclusion of the contract	
13 (Appendix B)	22	No sufficient protection againt major cost escalation. Prices to be linked to recognized indices for steel, labor, fuel, and forex fluctuations with equitable adjustment mechanism	Bidders are referred to the Amended Tender Documents
N/A	N/A	ISR comments shall be consolidated into a single review cycle. Repeated comments on previously approved submissions shall not be permitted unless safety related	The question does not refer to any specific section, therefore is unclear

Section No.	Page	Questions	Answers
Agreement			
3.7	3	With reference to the delivery clause (DAP), we are fully committed to ensuring the successful and timely supply of the Vehicles. In light of the current volatile geopolitical situation, we believe that local operational control is essential for the final delivery phase. Therefore, we would kindly like to propose shifting the delivery term to CFR Israeli Port (INCOTERMS® 2020). This would allow your organization to leverage its local expertise for import customs clearance and domestic transport, ensuring maximum flexibility . Could you please confirm this alternative.	The Tender Documents shall remain unchanged.

6.3	9	Regarding the 'Turn Key Basis' clause and in alignment with our proposal to deliver the Vehicles under CFR Israeli Port (INCOTERMS® 2020), To avoid any ambiguity regarding local on-site works, we propose to replace the 'Turn Key' concept with a defined scope of supply and services. Supplier's risk and care of the Vehicles shall strictly transfer to the Buyer upon delivery at CFR Israeli Port. Any subsequent on-site activities (such as testing, commissioning, or training) will be performed as technical assistance rather than a turnkey obligation. Could we amend this section to reflect this clear separation of risks	Tender Documents shall remain unchanged.
7	13	It is written that : ISR has broad inspection rights but no mandatory timeline for inspections or issuance approvals". Please modify it as following: "ISR shall complete inspections and issue approvals/rejections within 14 calendar days. in absense of ISR attendance, supplier may proceed through thirs party accredited inspections agencies	ISR has reviewed the request and decided not to accept it.
9.4	16	Please refer to our Question pt. 3, 3.7	Tender Documents shall remain unchanged
9.5	17	Please refer to our Question pt. 3, 3.7	Tender Documents shall remain unchanged
10	17	ISR shall extend LC validity at least 60 days prior to expiry. Failure to extend LC shall entitle supplier to suspend work without liability	LC is not practiced by ISR. Please refer to Terms of Payment, Section 10 of the Agreement.
10	17	If the Israel Railways fail to issue approvals, comments, inspection observations, or certificates within stipulated timelines, such approvals/certifications shall be deemed granted automatically and related payments shall become due automatically.	ISR has reviewed the request and decided not to accept it

10.3	17-18	In connection with our previous request to adjust the delivery term to CFR, we would like to ensure that the payment milestones remain aligned with the shipping timeline. To maintain a smooth administrative process, would you agree to update Clause 10.3 as follows: 'The remaining balance of twenty (20%) percent of the purchased Vehicle Price shall be paid to Supplier within 90 calendar days following the shipment of the vehicle (Bill of Lading date).'	The Tender Documents shall remain unchanged.
11	18	Please accept that delivery timelines shall automatically stand extended for delays attributable to ISR including delays in approvals, inspections, payments, customs clearance and change requests	The Tender Documents shall remain unchanged, however, Bidder is referred to the mechanism inserted in Section 17 with regards to Change orders and their respective possible changes to Delivery Times
11.1	18	Please refer to our Question pt. 3, 3.7	Tender Documents shall remain unchanged
11.6	18	Risk and title shall transfer progressively in proportion payments released by ISR	Tender Documents shall remain unchanged
12	19	Please refer to our Question pt. 3, 3.7	Tender Documents shall remain unchanged
12.6-12.8	20	If ISR does not communicate objections within 14 days after tests/submissions, acceptance shall be deemed granted. Minor deficiencies shall not delay acceptance or payment	ISR has reviewed the request and decided not to accept it
13	20	Warranty exclusions to include normal wear and tear, misuse vandalism, improper maintenance, consumables, and third-party failures. Supplier liability limited to repair/replace ment only	Tender Documents shall remain unchanged
16	25	For delay and total LD shall not exceed 5% of contract price	ISR has reviewed the request and decided not to accept it
17	25	Any technical change shall be treated as a variation order entitling supplier to price adjustment, extension of the time ,redesign cost reimbursement, and vendor cancellation cost reimbursement	Tender Documents shall remain unchanged

17	25	ISR reserves the right to alter the Technical Specifications without enabling supplier to secure automatic price/time/risk adjustment. We request that no change shall be binding unless signed by both parties, with corresponding adjustment to price, schedule and impacted obligations, if any.	Bidder is referred to Section 17.5 to the Amended Agreement
18	26	Advance payment/interim milestone payments may be secured through the existing performance bank guarantee already available with ISR, and no separate bank guarantee should be insisted upon for each payment milestone	ISR has reviewed the request and decided not to accept it.
18	26	Please accept the following: "Once performance bank guarantee (PBG) has been submitted and remains valid throughout the contract period, no additional bank guarantees should be required against individual milestone or stage payments. Payments should be released against submission of invoices and supporting documents only	ISR has reviewed the request and decided not to accept it.
18	26	Only one consolidated performance bank guarantee shall be maintained during the contract execution in lieu of multiple stage-wise bank guarantees to reduce unnecessary financial burden on the supplier	ISR has reviewed the request and decided not to accept it.
18.2	26	Could you agree to the following wording: Performance and Warranty Guarantee, No later than ten (10) Business Days following the effective Date the Supplier shall furnish ISR with an irrevocable autonomous bank guarantee, approved in advance by [SR and issued by first class Bank in Austria (Europe) in the form attached hereto as Appendix G in the amount equal to five percent (5%) of the Vehicle Price, valid until two (2) months following the end of the Warranty Period (the "Performance and Warranty Guarantee)).	ISR has reviewed the request and decided not to accept it.

21.3-21.5	31	We read that ISR may terminate for convenience without adequate compensation for work performed, work in progress, commitments and demobilization. We request that in case of termination for convenience, there shall be a termination compensation composed of performed work, work in progress, non-cancellable commitments, demobilization, cancellation costs and reasonable margin.	Bidders are referred to the Amended Section 21.5
22.4	33	Please note apparent 100% cap is undermined by broad carve-outs and cumulative remedies, which is creating quasi-unlimited exposure. We request that aggregate cap shall be limited to 100% of relevant PO value. All LDs, indemnities, guarantees and other monetary remedies shall be included within cap; carve-outs limited to death/personal injury to extent non-limitable by law and fraud.	Bidder is referred to Section 22.4 wording. Additionally please note that the references in Sections 22.4-22.6 were updated.
24	35	Force majeure to include pandemics, geopolitical disruptions, export restrictions, semiconductor shortages, and supply-chain interruptions with entitlement to time and cost relief	ISR has reviewed the request and decided to partially accept it. Bidders are referred to the Amended Sections 24
26	35	Disputed to first undergo amicable settlement through senior management, followed by UNCITRAL arbitration seated in Singapore/London/Dubai	ISR has reviewed the request and decided not to accept it.
26	35	We suggest that in case of litigation a mitigation is used before attending the Israeli Court.	ISR has reviewed the request and decided not to accept it.
N/A	N/A	Please note that there is no express exclusion of indirect, consequential, special damages or loss of profit/revenue/business/data. We request that there shall be express exclusion of indirect, consequential, special damages and loss of profit, revenue, business, goodwill, reputation and data.	The question is not referring to a specific section, therefore is unclear
N/A	N/A	We understand that ISR will pay the VAT applicable in Israel to Tax Authorities in Israel. Please clarify whether the bid price shall include VAT applicable in Israel.	The prices shall not include VAT. The VAT is calculated separately and shall be added to Suppliers entitled in accordance with the Law of the State of Israel

N/A	N/A	Supplier entitled to storage charges, remobilization costs, escalation costs, inventory holding costs, and termination rights if suspension exceeds 90 days	Tender Documents shall remain unchanged
N/A	N/A	Non-critical software observations shall not prevent acceptance, dispatch,comissionoing, or milestone payments	Tender Documents shall remain unchanged