

Tender N.42203

For manufacture and Supply of Ballast Bogie Hopper Wagons and Flat Bogie Wagon Wooden Floor for Israel Railways ("ISR") Ltd. ("Tender")

General Terms and Conditions

Israel Railways Ltd. ("ISR"), in accordance with its obligations under the Israeli Mandatory Tender Laws, its implementing regulations and the International Agreement on Government Procurement, wishes to obtain bids for:

The manufacture and supply of **Ballast Bogie Hopper Wagons and Flat Bogie Wagon Wooden Floor (collectively, "Wagons")**, all in accordance with and subject to the terms specified in these General Terms, Conditions and the associated Tender Documents.

1. Pre-requisites for Participation in the Tender (the "Pre-requisites"):

- 1.1. The Bidder is the Original Equipment Manufacturer (OEM).
- 1.2. The Bidder has proven experience in design, manufacture and supply, commencing from 2018 and up to the final submission date, of at least 30 ballast bogie hopper wagons and 30 flats wagons with wooden floor.
- 1.3. The Bidder holds a valid IRIS certificate (or equivalent certificate).
- 1.4. The Bidder must be certified for a Quality Control system in accordance with ISO 9001 or 9002, the certification must be valid and up to date.

2. Proof of Compliance with the Pre-requisites:

- 2.1. Bidder shall prove full compliance with the Pre-requisites specified in Section 1 above, by submitting to ISR all the details, documents and confirmations required under the provisions of the Pre-requisites which shall include, inter alia, the following:
 - 2.1.1. Bidder shall prove its full compliance with the Pre-requisite set forth in Section 1.1, by submitting a signed declaration certifying that he is the wagons original Manufacturer (OEM);
 - 2.1.2. Bidder shall prove its full compliance with the Pre-requisite set forth in Section 1.2, by submitting a signed and completed experience and reference list, in the form attached hereto as Appendix D evidencing that the Bidder is a supplier and a manufacturer of Train wagons and has supplied and manufactured at least 30 Wagons from each type (flat wooden and ballast hopper) of wagons, commencing from 2018 and up to the Final Submission Date;

- 2.1.3. Bidder shall prove its full compliance with the Pre-requisite set forth in Section 1.3, by submitting A valid copy of a signed IRIS certificate (or equivalent certificate).
- 2.1.4. Bidder shall prove its full compliance with the Pre-requisite set forth in Section 1.4, by submitting A valid copy of a signed ISO 9001 or 9002 certificate.
- 2.2. In addition, Bidder shall submit additional proof such as reports, bill of lading, client's reference letters and other relevant documentation.
- 2.3. ISR shall have the right, in its sole discretion, to request from any of the bidders, details and/or approvals and/or recommendations and/or certificates and/or additional documents, necessary to enable ISR to reach the required decisions.
- 2.4. Notwithstanding the aforesaid in this Section 2.1, ISR shall have the right, at its sole discretion, not to disqualify proposals which do not contain all the documents and certificates necessary to prove its compliance with the Pre-requisites. ISR shall have the right, at its sole discretion, to request from any of the Bidders, details and/or approvals and/or recommendations and/or certificates and/or additional documents, necessary to enable ISR to reach the required decisions.
- 2.5. The Bidder undertakes to maintain its compliance with the Pre-requisites specified in Section 1 above, at all times, up to and including the Proposal Validity Period as set forth in Section 15 below and the throughout the Agreement period.

3. **Technical Requirements**

- 3.1. All bids must comply with all of the requirements and terms included in the Technical Specifications (no. M-04-215 and no. M-04-180) and its appendixes (**Appendix A**), which are an integral part of the tender documents.

4. **Governing Agreement**

- 4.1. The supply of the Wagons, including but not limited to, the price, terms of payment, scope of liability, responsibility and all other general and legal terms for the engagement with the Winning Bidder (the "**Supplier**"), shall be governed by the terms and conditions of the Agreement (**Appendix C**). The Agreement and the annexes attached thereto constitute an inseparable part of this Tender.

5. **Purchase Order**

- 5.1. ISR intends to issue a Purchase Order for thirty (30) Wagons (15 Ballast Bogie Hopper Wagons and 15 Flat Bogie Wagon Wooden Floor, the "**Initial Purchase Order**") within one (1) year from the Effective Date of the Agreement (the "**Effective Date**") subject to the terms and conditions set forth in the Agreement.
- 5.2. Additionally, during the Agreement Period and/or the Optional Period, ISR, at its sole discretion, shall have the option to purchase from the Supplier 50 additional Wagons (the "**Optional Wagons**") within ten (10) years. The relevant terms and conditions detailed in

this Tender, including its Appendices, shall apply, mutatis mutandis, to the Optional Wagons.

6. **Delivery Terms**

- 6.1. The terms of manufacture, supply and delivery of the Wagons shall be as set forth in the Agreement (**Appendix C**).

7. **Spare Parts**

- 7.1. The Bidder shall undertake in its proposal that in the event of being elected as the Winning Bidder, it will undertake that during a period of at least fifteen (15) years commencing on the date of completion of the Warranty Period for the Wagons and Optional Wagons (as detailed in the Agreement), He will supply ISR with all spare parts and tools necessary to operate, maintain and repair the Wagons and Optional Wagons (the "Spare Parts"), when needed, at a rate of 10% of the total tender amount.
- 7.2. Following such fifteen (15) years, if a spare part is no longer available on the market, the Supplier will offer ISR an equivalent substitute at a comparable price, subject to approval by ISR.
- 7.3. The Bidder shall include, as part of its proposal, a list of all necessary and recommended Spare Parts and tools and their prices, in the form attached hereto as **Appendix E** (the "**Spare Parts List and Prices**"). The Spare Parts List and Prices shall be in English or Hebrew and shall quote the description, part number of original manufacturer and annually recommended spare parts quantity.

8. **Warranty**

- 8.1. The Wagons shall be fully warranted during the Warranty Period ("**Warranty Period**") by the Supplier as set forth in the Agreement.

9. **Price Proposal**

- 9.1. The Bidder shall provide the proposed price for the supply of the Wagons (the "**Proposed Price for the Wagons**").
- 9.2. The proposed price for the supply of Wagons shall be the price in the Bidder's Proposal Form, attached hereto as **Appendix B** in accordance with the following instructions.
- 9.3. The Prices shall be quoted in Euro currency only and shall be inclusive of all of the services and equipment specified herein, including, the Warranty and all other works and services detailed in the Agreement.
- 9.4. The **Proposed Price for the Wagons** shall be fixed, and shall not be linked to any price increase mechanism. The Proposed Price for the Wagons is the final, complete and inclusive price that will be paid to Supplier for the Wagons and all drawings and documentation related thereto, including maintenance procedures and operational instructions for the Wagons and all costs related to the design, manufacture, supply, training, Warranty, Service Support Visits and the accompanying services to be provided by Supplier during the Warranty Period and/or the term of the Agreement, All in

accordance with the General Terms and Conditions, the Technical Specifications and any Appendices thereof. Supplier shall not be entitled to any other payment, fee or compensation whatsoever from ISR.

- 9.5. The Prices include any sum which the Israeli Tax Authorities require to be withheld at source. The amounts required by the applicable law to be withheld at source by the Israeli Tax Authorities shall be deducted from all sums set and shall be paid to the Israeli Tax Authorities.
- 9.6. Notwithstanding the above, Israeli Value Added Tax, if applicable, shall be borne by ISR. For the sake of clarity, the Prices shall include any sum that the Israeli Tax Authorities require to be withheld at source.
- 9.7. The Proposed Price for the Wagons shall include both a Price per Unit and a Total Price. In the event of a contradiction between the Price per Unit and the Total Price, the Price per Unit shall prevail, and ISR may amend the Total Price in order to correctly reflect the Price per Unit quoted by the Bidder.
- 9.8. Each Bidder shall solely bear all costs associated with the preparation and submission of its bid. This shall include, without limitation, any and all expenses and losses, which may be incurred by Bidder, consultations with professionals, conducting investigations and inquiries of any kind, preparation of surveys and documents and the authentication and translation thereof and any other aspects in connection with the bid. ISR will in no case be responsible or liable for any of the above costs, nor shall it be required, under any circumstances, to reimburse any such costs to any Bidder.

10. Terms of Payment

- 10.1. Payment by ISR to the Supplier shall be as set forth in the Agreement.

11. Evaluation process and selection of Winning Proposal

- 11.1. The evaluation of the bids submitted by Bidders shall be conducted by ISR in accordance with the following process:

- 11.1.1. **Stage A-** Prior to the Bidders evaluation according to the stages specified bellow, ISR shall examine Bidder's past experience, should that exist.

ISR reserves the right, in its sole discretion, to reject any particular proposal based solely on such past experience, should that experience was negative or unprofitable over the course of the past years, including, but not limited to, dissatisfaction, with the Bidder's performance, breach of contract, Suspicion of fraud, unreasonable claims etc.

In case ISR shall decide to reject the proposal, the Bidder will be invited to a hearing, which shall be held by ISR's Supreme Tender committee, in which the Bidder shall have the opportunity to present his claims against such rejection.

Should ISR's Supreme Tender committee decides not to reject the proposal, ISR shall continue the evaluation of the Bidder in accordance with the Stages specified hereinafter.

- 11.1.2. **Stage B – Preliminary Evaluation –**

- 11.1.2.1. **Stage B1** – Pre-Requisite: Bidders will be evaluated in accordance with Section 1 above.
 - 11.1.2.2. **Stage B2** - Technical Evaluation – in parallel, the Technical Proposals shall be evaluated in accordance with the Technical Specifications (Appendix A).
 - 11.1.3. **Stage C – Commercial Evaluation** – ISR shall open the commercial proposals of Bidders who satisfied Stage B above.
- 11.2. The "**Preferred Bidder**" shall be the Bidder whose proposal fully complies and evidences compliance with the Pre-requisites as per Section 1 above, the Technical Specifications (Appendix A), and has the lowest Final Price as specified in the Bidder's Proposal Form (Appendix B).
- 11.3. ISR wishes to emphasize that the Preferred Bidder shall solely bear the full costs and expenses related to the Tests and/or standards, should those be required, whether ISR and the Preferred Bidder enter into a binding Agreement.
- 11.4. Moreover, the Preferred Bidder shall not be compensated or otherwise reimbursed by ISR for any expense incurred in the process set forth in the Tender documents.
- 11.5. ISR reserves the right to visit (two representatives) the factories of the bidder whose bid was found to meet all the above requirements and whose Proposal (Appendix B) was found to be the lowest, in order to verify that the bidder is able to meet the requirements detailed in the tender.
- 11.6. The Winning Bidder shall be the Bidder whose proposal fully complies with the Pre-requisites as per Section 1 above, the Technical Specifications (**Appendix A**), has the lowest Total evaluation price of the wagons (**in EURO**) as specified in the Bidder's Proposal Form (**Appendix B**) and was approved by the two representatives above (**section 11.5**).

12. Tender Procedure – General

12.1. Download of the Tender Documents

Tender Documents are available for review and download at no charge at ISR's website at the following address:

<https://www.rail.co.il/tenders/pages/opentenders.aspx>

13. Submission of Proposals

- 13.1. All proposals must be submitted between **April 16, 2024 and April 18, 2024 (between 8:30 to 13:00 Israel time)** ("**Final Submission Date**") in three separate envelopes, and these three envelopes shall all be inserted into one main envelope as specified below, which shall read "**Tender No. 42203**" (hereinafter the "**Main Envelope**") at the address set forth below.

- 13.2. The proposal may be submitted by a single Bidder. A Bidder which submits more than one proposal shall be disqualified.
- 13.3. The proposal is to be submitted **in 2 copies** into **Tender Box No. 8**, located at the following address:

<p style="text-align: center;">Israel Railways Ltd. Contracting & Procurement Division – <u>Tender Box #8</u> Yoseftal 1, 7130703 Lod, Israel</p>

- 13.4. Bidders are hereby requested to verify that all bids on date of submission are submitted directly into Tender Box # 8.
- 13.5. The Bidder is requested to read carefully all of the documents attached herein and submit the following documents in **three (3) separate envelopes** as set out below, which should be included in the Main Envelope, signed, where applicable, by the authorized signatory bodies.
- 13.6. A separate envelope (1) which shall read "**Pre-requisites – Tender No. 42203**" shall be inserted in the Main Envelope and shall include the following:
- 13.6.1. A signed copy of the Agreement (**Appendix C**), including the Bidder's relevant information in the heading thereof (excluding the date) and including the Bank Account Form, attached to the Agreement as **Annex C** (**only the winning Bidder is required to complete part B of the Bank Account Form**).
- 13.6.2. A letter certifying that the Bidder is the manufacturer and the supplier of the wagons set forth in Section 1.1.
- 13.6.3. A valid IRIS certificate (or equivalent certificate).
- 13.6.4. A signed and completed Experience and Reference list, evidencing that from 2017 and up to the final submission date, Bidder has supplied wagons in accordance to the wagons offered by him (which meet all the requirements specified in the Technical Specification M-04-180, M-04-215 and its appendices), in accordance to the amounts specified in the chart (**Appendix D**).
- 13.7. A separate envelope (2) which shall read "**Commercial Proposal – Tender No. 42203**" shall be inserted in the Main Envelope and shall include **only** a signed and completed Bidder's Proposal Form (**Appendix B**).
- 13.8. A separate envelope (3) which shall read "**Technical Proposal – Tender No. 42203**" shall be inserted in the Main Envelope and shall include the following technical information:

- 13.8.1. A signed copy of the Technical Specifications (*Appendix A*).
 - 13.8.2. All documents specified in the Technical Specifications (*Appendix A*).
 - 13.8.3. Company profile of the Bidder and its expertise; relevant information and data regarding the wagons.
 - 13.8.4. All above information (sections 13.8.1-13.8.3) **must** be delivered **also** in soft copy (in PDF format in USB memory stick).
- 13.9. In the event that ISR, for any reason whatsoever, does not enter into a contractual relationship with the winning Bidder, and/or the agreement with the Winning Bidder is cancelled, ISR shall be entitled to elect, as a winning proposal, the proposal which offered the next lowest price for the wagons. The terms set forth in this section shall apply, *mutatis mutandis*, following the replacement of the Bidder's proposal as aforesaid.

14. Validity Period

- 14.1. **Bid Validity Period** – Bids shall remain valid for a period of twelve (12) months from the submission date (the “Bid Validity Period”). Bids which were submitted may not be revoked or changed by the Bidder prior to the expiration of the Bid Validity Period for any reason whatsoever.
- 14.2. **Extension of Validity period** – Should ISR not reach a final decision as to the Winning Bidder to be selected before expiry of the Bid Validity Period, it shall be entitled to request all Bidders, relevant at such time, to extend the date of validity of their bids by an additional period, the duration of which will be determined by ISR.
- 14.3. **No Additional Changes** – Extension of the validity date of its Bid beyond the Bid Validity Period shall not entitle the Bidder to change, amend, add or delete any of the contents of its Bid. Any such change, amendment, addition or deletion shall entitle ISR, at its sole and absolute discretion, to disqualify the Bidder from any further participation in the Tender.

15. Appendices

The following appendices attached hereto:

Appendix A – Technical Specifications for the Brushes;

Appendix B – Bidder's Proposal Form;

Appendix C – Agreement;

Appendix D – Experience and Reference List;

Appendix E – Spare Parts List and Prices

Appendix F - Tender Acceptance Letter

Appendix G - Confidentiality Undertaking

Appendix H - Safety

16. General

- 16.1. A proposal reflecting any reservation regarding the attached documents or any part thereof, including the Agreement or the appendices attached thereto, whether by rejection, insertion or amendment to any part of the attached documents, may be disqualified.
- 16.2. ISR shall not be bound to accept the lowest-priced proposal or any other proposal whatsoever. In addition, ISR does not commit itself in any way to acquire the wagons or to enter into a contractual relationship with any of the Bidders.
- 16.3. ISR shall have the right, at its sole and absolute discretion, to verify the documents provided by the Bidder, and to request from any of the Bidders additional details, approvals, recommendations and/or certificates. In addition, ISR may, at its sole and absolute discretion, upon prior coordination with the Bidder, inspect the facilities of such Bidder at any time or any facilities where components of the wagons proposed by the Bidders are being manufactured. ISR may, at its sole and absolute discretion, contact and/or visit the customers detailed in Appendix D, in order to check and evaluate the Pre-requisites, the Technical Proposal, and/or Bidder's Proposal.
- 16.4. The wagons acquired shall be on a non-exclusive basis and ISR, at its sole discretion may obtain wagons from any of the Bidders, and/or may acquire similar or identical wagons from any third party.
- 16.5. ISR shall issue Purchase Orders under the Agreement following the receipt and subject to the receipt of the necessary budgetary approvals.
- 16.6. ISR, in its sole discretion, may decide not to select any of the submitted proposals or may decide to cancel the entire Tender at any time.
- 16.7. ISR reserves the right to reject a proposal of a Bidder, which does not have the financial strength required for the performance of the Agreement and/or that its commercial Proposal is significantly lower than ISR's estimation.
- 16.8. In addition to any other event which entitles ISR by law to cancel the Tender, ISR reserves the right, at ISR's sole discretion, to cancel this Tender in the following events:
 - 16.8.1. If only one of the bids is found suitable, according to the Pre-requisites and/or other specification requirements according to this Tender Documents;
 - 16.8.2. If ISR concludes that there was a flaw in the Tender process and/or in the evaluation of the proposals;
 - 16.8.3. If ISR has found that a critical mistake has been made in the Technical Specifications, *inter alia*, by giving false data, missing data or incomplete data;
 - 16.8.4. If the circumstances and/or ISR's requirements have been significantly changed, to such extent which requires the cancellation of the Tender;

16.8.5. ISR reserves the right, at its sole discretion, to conduct negotiations with any of the Bidder's in this Tender that it finds suitable, with respect to their commercial and/or technical proposals, or not to conduct negotiations at all.

16.8.6. Cancellation of the Tender as per the above shall not derogate from ISR's right to publish a new, similar or different tender in the future.

16.9. The identity of all the entities involved in this tender will be presented to the Ministry of Transport for their approval.

16.10. All documents submitted in this Tender must be in English or Hebrew (including but not limited to all attachments, reports, certificates, schedules, annexes, sketches, drawings, diagrams, tables and charts).

16.11. Any additional information questions, requests for clarification and interpretation, or any other communication, must be submitted in writing in English or Hebrew language only, unless otherwise specifically stated in the Tender Documents or approved by ISR.

17. **Request for clarifications and/or additional information**

17.1. Any Bidder may submit to ISR, in writing, inquiries and/or requests for clarification and/or additional information regarding the Tender or relating to the Tender Documents, as specified herein below ("**Request for Clarification**").

17.2. Any inquires with regards to this Tender should be addressed, in writing only, to Mr. dean s. lipkin, International Procurement Coordinator, no later than **March 14, 2024**, by e-mail: deanl@rail.co.il. Bidders shall be responsible for verifying receipt by ISR of Requests for Clarification.

17.3. Should ISR decide, at its sole discretion, to respond to any requests for clarifications, such response shall be published in ISR's website (in the "Tenders section under the Tender's name) and, as of the date of such publication, shall constitute an integral part of the Tender Documents (each, a "**Notice to Bidders**").

17.4. Bidders shall be solely responsible to check ISR's website on a regular basis in order to follow publications by ISR. Any Notice to Bidders published at ISR's website shall be binding upon each bidder, whether or not bidder is aware of such Notice to Bidders, and bidders shall not have any claim in connection therewith.

17.5. Bidder shall submit Requests for Clarification using EXCEL files **only**, using the following chart (an excel chart is available at ISR's website along with all the Tender's documents):

Question no.	section	Potential Bidder Questions	Answer
Technical specifications			

Question no.	Section	Potential Bidder Questions	Answer
General Terms and Conditions			

Question no.	Section	Potential Bidder Questions	Answer
Agreement			

17.6. It is hereby clarified that only information provided by ISR to the bidders by the way of a Notice to Bidders in accordance herewith shall be binding upon ISR (unless expressly specified otherwise therein), and ISR shall not be bound by any oral or written response or information communicated to Bidders in any other way.

18. **Amendment of Tender Documents**

At any time prior to the Submission Date, ISR may amend the Tender documents (including but without limitation these Tender Documents, the Technical Specifications and the Agreement) by issuing notices to the Bidders. Any notice thus issued, shall be deemed as an integral part of the Tender Documents, and shall be communicated in writing. Each Bidder shall promptly acknowledge receipt of each notice to ISR (however, such notice shall be binding upon each Bidder, regardless of whether the Bidder has acknowledged receipt of the notice or not).

19. **Notices by Bidders**

Each Bidder shall promptly notify ISR in writing of any change with respect to the Bidder and/or the information and/or the representations made by it in connection with this Tender, including all the warranties and representations set forth in the Agreement, and in particular, any change which affects or might affect its' compliance with the Pre-requisites. ISR shall be entitled to take any action it deems fit in response to such change, and the Bidder shall have no claim in connection therewith.

20. **Notification of the Winning Bidder**

ISR shall send notification of its decision to the Bidder selected as the winner in the Tender (**“the Notification of the Winning Bidder”**). Notification shall also be sent to the other Bidders. For the removal of doubt, the aforementioned notification of the winning bid shall not constitute the formation of a contract between ISR and such Bidder, and the entering into a binding agreement is conditioned upon the fulfillment of all required terms and conditions as detailed in the Tender Documents and the Agreement.

Appendix A

Tender No. 42203

Technical Specifications

(Attached separately)

Appendix B
Tender No. 42203

Bidder's Proposal Form

Date: _____

Re: **Proposal for manufacture and Supply of**
Ballast Bogie Hopper Wagons and Flat Bogie Wagons with wooden floor ("Wagons") for
Israel Railways Ltd. ("Tender")

Bidder declares that it has read, fully understands, and agrees to the terms and conditions included in the Tender Documents of Tender No. 42203, including the General Terms and Conditions, the Technical Specifications and any Appendices thereof (collectively the "**Tender Documents**").

The Bidder hereby submits to ISR its proposal for the supply of the Wagons. All of the terms and conditions included in the Tender Documents shall be considered integral parts of this proposal.

1. Any price stipulated herein shall be quoted in Euro (€) currency only. Bidder hereby acknowledges and declares that all of the sums stated herein (**Appendix B**) shall constitute the final price that will be paid to the Bidder for the manufacture and supply of the Wagons, including Warranty, cost, fees duties and taxes as specified in the Agreement.
2. The Prices shall also include all taxes, fees, duties, licenses, costs or other payments that are to be paid in connection with the exportation, supply and delivery of the Wagons, including but not limited to all types of importation and custom duties and services, such as transportation costs, customs agents' fees, purchase tax (in Hebrew "Mas Kniya" or "מס קנייה"), wharfage fees (in Hebrew "Dmei Ratzif" or "דמי רציף"), Israeli customs duties, port handling fees (in Hebrew "Dmei Nitul" or "דמי ניטול"), port infrastructure fees (in Hebrew "Dmei Tashtit" or "דמי תשתית"), cleaning of the containers, stuffing and unloading of the containers, cam locks for discharging the Wagons port, supervision while discharging at port, discharging terms at port, etc.
Notwithstanding the above, Israeli Value Added Tax, if applicable, shall be borne by ISR. For the sake of clarity, the Prices shall include any sum that the Israeli Tax Authorities require to be withheld at source.
3. The Proposed Price for the Initial Purchase Order of for thirty (30) Wagons, including training services, Warranty, Services Support Visits and Spare Parts obligations, equipment, cost, fees duties and taxes as specified in the Agreement, is as follows:

Item	Price per Unit (1 Wagon) (in Euros)	Quantity	Total Price (Price per Unit multiplied by Quantity)
Ballast Bogie Hopper Wagon	_____ €	15	

Flat Bogie with Wooden Floor	_____ €	15	
Total Evaluated Price for Wagons Initial Purchase Order ("IPO")			_____ € (in words: _____ Euros)

All prices set forth pursuant to this Section 3 shall be fixed and shall not be linked to any price increase mechanism.

4. The Proposed Price for the optional Purchase Order of for fifty (50) Wagons (minimum of 15 wagons from each type of wagons), including training services, Warranty, Services Support Visits and Spare Parts obligations, equipment, cost, fees duties and taxes as specified in the Agreement, is as follows:

Item	Price per Unit (1 Wagon) (in Euros)	Quantity (15-25)	Total Price (Price per Unit multiplied by Quantity)
Ballast Bogie Hopper Wagon	_____ €	25	
Flat Bogie with Wooden Floor	_____ €	25	
Total Evaluated Price for Wagons Optional Purchase Order ("OPO")			_____ € (in words: _____ Euros)

5. Linkage Mechanism

5.1. The Proposed Price for the Wagons as defined in Section 4 and the prices of the Spare Parts shall be fixed and shall not be linked to any price increase mechanism for a period of two year commencing on the Final Submission Date.

5.2. As from the 2nd anniversary of the Final Submission Date, the wagons Price shall be linked to the **European Consumer Price Index** (HICP E27 - Overall index, Monthly Index, (2015=100) as published _____ at _____ Eurostat _____ website https://ec.europa.eu/eurostat/databrowser/view/PRC_HICP_MIDX/default/table?lang=en) ("**HICP**"). The coefficient allocated to the raw material index shall not exceed fifty percent (**50%**).

5.3. Raw Material: EU Steel cost index – the 'Euro area 27 countries - Manufacture of basic iron and steel and of ferro-alloys index', series key: C241 (2015=100) as published by Eurostat at the website: https://ec.europa.eu/eurostat/databrowser/view/STS_INPP_M_custom_5306426/default/table?lang=en . The coefficient allocated to the raw material index shall not exceed fifty percent (**50%**).

5.4. The basic index for the HICP and EU Steel cost index shall be the last known index on the Final Submission Date.

5.5. The price adjustments set forth herein shall be performed once a year only from the second anniversary of the Final Submission Date.

6. Bidder understands that payment by ISR to the Supplier for the Wagons shall be made by way of bank transfer in the manner and terms set forth in the Agreement.

7. Bidder hereby permits representatives of ISR to inspect its facilities, at any time.

Signature of Bidder

By: (print or type name):

Title:

Appendix C

Tender No. 42203

Agreement

(Attached Separately)

Appendix D
Tender No. 42203

Date: _____

Experience and Reference List of the Bidder

1. Bidder declares that he is the supplier and the manufacturer of Train wagons (flat wooden floor and ballast hopper) and he has supplied and manufactured at least 30 Wagons from each type of wagons, commencing from 2018 and up to the final submission date.
2. Bidder further confirms that in accordance with Section 1.2 of the Tender's General Terms and Conditions, he has manufactured and supplied wagons, commencing from 2018 and up to the final submission date. See experience and reference list:

manufacture Date of the Wagon	kind of the Wagons (Flat \ Ballast Hopper)	Quantity	Name of Contact Person	Tel. and mail of Contact Person
1.				
2.				
3.				
4.				
5.				

Signature of Bidder: _____

By: _____

Title: _____

(* Additional pages may be added

The Experience and Reference List shall be in English or Hebrew and shall quote the requested details.

Appendix E
Tender No. 42203

Spare Parts List and Prices

Appendix F
Tender No. 42203
Tender Acceptance Letter

Date: _____

Bidder: _____

Company No. _____

Tender Acceptance Letter

1. We have carefully read the Tender's documents, for the above mentioned 'Tender' including the general conditions and any other appendices attached to the Tender, which are an integral part of the Tender.
2. The Tender's documents, including the general conditions form and any other appendices attached to the Tender as written and worded, are clear and understandable to us and we agree to the conditions detailed therein.
3. We declare that all the data filled in by us as part of our proposal and the statements we gave are complete, correct and accurate.
4. We undertake to fulfil all the instructions and statements of the Tender and its appendices in full, .
5. We declare that all the obligations Tender's documents (including the general conditions form and any other appendices attached) are fully acceptable to us. By signing this form it is as if we signed each and every page of the Tender's documents as drafted by ISR and the proposal as attached by us.
6. We definitively and completely waive any claim of disagreement and/or ambiguity to any of the terms of the Tender's documents and/or the claim that the absence of a signature on any document in the Tender's documents and/or our proposal as submitted by us does not fully bind us.
7. Without deviating from the above, the content of the documents below is fully agreed upon by us, and the signing of this form will appear for all intents and purposes as if we signed each of them separately.
8. The above does not exempt us from signing those documents whose signature is expressly required in the Tender's documents.

Name & Role _____

Signature _____

Appendix G
Tender No. 42203
Confidentiality Undertaking

1. I hereby undertake to keep in strict confidence and to not disclose to any other person or entity, other than those taking part in the execution of the work, any information – administrative, financial or otherwise – that will reach the project manager or anyone on his behalf on the Israel Railway or in respect thereof, throughout the execution of the work, whether directly or indirectly; whether the information has been attained in connection with the execution of the work and whether it was attained regardless of the execution of the work.
2. “Information” in respect of this section – including commercial, financial, technical, business, economic and/or other professional information, data, names, addresses, documents, research, tests, diagrams, reports, balance sheets, account management documents, work methods, client lists, supplier list, details and data pertaining to the quantities and/or qualities and/or prices and/or pricing of manufacturing products, raw materials and/or other products and materials used by the Railway and any other information, whether in writing, oral or in any other manner, in connection with the Railway.
3. Without derogating from the generality of section 1, I hereby undertake to keep in strict confidence and not to disclose to any other person or entity, other than those taking part in the execution of the work subject of the agreement.
4. I hereby undertake not to provide any details on the execution of the work for the Israel Railway, on its contents or its scope, to any person or entity not authorized in advance in writing to receive these details by the Israel Railway CEO.
5. I hereby undertake not to make any use of the Information myself or through others unless it is for the purpose of the execution of the work subject of the agreement.
6. I hereby undertake to strictly protect the Information and to take all of the precautions necessary to prevent it from reaching others including a corporation, and I undertake to limit the access to the Information only to those taking part in the execution of the work.
7. I hereby undertake to bring the contents of this undertaking to the knowledge of any of the people engaged on my behalf in the execution of the work and to have each of them sign a personal undertaking to uphold the undertaking, as specified above.
8. I shall not employ any person in the execution of the work unless they have signed a personal undertaking for confidentiality in the above phrasing.
9. I undertake to notify the Railway immediately on any concern regarding the disclosure of Information and/or a demand for its disclosure. In the event steps are initiated against me which under law will oblige me to disclose the Information, I hereby undertake to notify the Railway of the fact immediately so as to allow the Railway to take all steps necessary to protect the confidentiality

of the Information, and in any event I shall not disclose or reveal anything other than the part explicitly required under the law, and after having taken all the measures specified above.

10. I am aware that I may be exposed to information which under law and under the practices in the Railway I am obliged to keep in strict confidence, and that in the event said obligation is breached I shall be exposed to personal claims both on the civil level and on the criminal level.
11. To provide the Railway, immediately upon its first demand, all of the Information collected by me in connection with the Railway, whatever its origin may be, including – but not only, every document, record, disc, copy, photocopy, printout or information kept on magnetic media, and I shall not keep any such Information in my possession. Furthermore, I hereby undertake to take part in any inquiry and/or investigative process conducted by the Railway, regarding the disclosure of Information not permitted by the Railway, anytime and anywhere I will be asked to do so.
12. My undertaking shall continue to apply after the termination of my relationship with the Railway for any reason, and shall remain in effect until the Information becomes public knowledge or until such time the Railway confirms in writing that it does not oppose the dissemination of the Information.

Sincerely,

Company _____
First name _____
ID _____

Date _____
Last name _____
Signature _____

Appendix H
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Safety Rules