

Tender No. 42237

For the Manufacture and Supply of Track Motor Vehicle with Cranes ~~and Track Electric Vehicle with Cranes~~ ("Tender")

General Terms and Conditions

Israel Railways Ltd. (the "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 **Track Motor Vehicle with Crane ~~and Track Electric Vehicle with Crane~~** (the "TMVC ~~and TEVC~~", collectively: the or the "Vehicles"), all in accordance with and subject to the terms specified in these General Terms, Conditions and the associated Tender Documents.

All capitalized terms used herein that are not defined, shall have the meanings assigned to them in, or by reference, in the Agreement.

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

- 1.1. The Bidder is the Designer, the Original Manufacturer (OM) and the Supplier of the proposed TMVC ~~and TEVC~~.
- 1.2. The Bidder has designed, manufactured and supplied at least ten (10) TMVC ~~and TEVC~~, commencing from 2020 and up to the Final Submission Date.
~~It is hereby clarified that the Bidder must have designed, manufactured and supplied at least 2 units of each type of Vehicle.~~
- 1.3. The Bidder must be certified for a Quality Control system in accordance with ISO 9001, the certification must be valid and up to date, including the Proposal Validity Period and throughout the Agreement Period, if applicable.
- 1.4. The Bidder has proven experience in NOBO Certification for the ~~Track Motor Vehicle with Crane and Track Electric Vehicle with Crane~~, TMVC.

2. **Proof of Compliance with the Pre-requisites:**

- 2.1. The 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. The Bidder shall prove its full compliance with the Pre-requisite set forth in Section 1.1, by submitting a signed Declaration certifying that the Bidder is the Original Manufacturer (OM), the Designer and the Supplier of the proposed TMVC~~and TEVC~~, in the form attached hereto as Appendix E.
- 2.1.2. The Bidder shall prove full compliance with the Pre-requisite set forth in Section 1.2 above, by submitting a signed and completed Experience and Reference List, in the form attached hereto as Appendix D, evidencing that commencing from 2020 and up to the Final Submission Date, the Bidder has manufactured, designed and supplied at least ten (10) TMVC~~and TEVC~~.
- 2.1.3. The Bidder shall prove its full compliance with the Pre-requisite set forth in Section 1.3 above, by submitting a valid copy of a signed ISO 9001 Certificate. The Certification must be valid and up to date (including the Proposal Validity Period and throughout the Agreement Period, if applicable).
- 2.1.4. The Bidder shall prove full compliance with the Pre-requisite set forth in Section 1.4 above, by submitting signed and completed NOBO Certifications, as well as the relevant certificate(s) issued, evidencing his experience commencing from 2020 and up to the Final Submission Date.
- 2.2. In addition, the Bidder shall submit additional proofs such as reports, bill of lading, client's reference letters and any other relevant documentation.
- 2.3. ISR have the right, in its sole discretion, to request from any Bidder, 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 Section 2.1 above, 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 Bidder, 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. 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 throughout the Agreement Period.

3. **Technical Requirements**

3.1. All proposals must comply with all the requirements and terms included in the Technical Specifications (No. E-03-0008) and its Appendices (**Appendix A**), which are an integral part of the Tender Documents.

3.2. ISR will check compliance of the Bidder's Technical Proposal with ISR Technical Specifications in accordance with the provisions of **Appendix A**.

3.3. For the removal of doubt, Bidder's Technical Proposal shall fully comply with ISR Technical Specifications, however ISR shall have the right to accept slight deviations from certain requirements, at its sole discretion.

4. **Governing Agreement**

The manufacture, design and supply of the TMVC ~~and TEVC~~, 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, 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. Each Bidder agrees to be bound by the Agreement in the event that it is chosen as the Winning Bidder. Once the Winning Bidder is chosen and the Agreement executed, the provisions of the Agreement shall take precedence over the provisions of this Tender in the event of a contradiction between the Agreement and this Tender.

5. **Purchase Order**

IRS intends to issue purchase orders for the TMVC ~~and/or TEVC~~ (the "**Purchase Order**") throughout the Agreement Period. The Purchase Orders shall be executed in the following manner:

5.1. Within a period of sixty (60) days from the Effective Date, ISR intends to issue a Purchase Order for five (5) TMVC (the "**Initial Purchase Order**"), all in accordance with **Appendix B** and subject to the terms and conditions set forth in the Agreement.

5.2. Within a period of one (1) year commencing on Effective Date, ISR reserves the right to issue an additional Purchase Order for TMVC (the "**Additional Purchase Order**"),

in accordance with Appendix B and the terms and conditions set forth in the Agreement. **All prices set forth pursuant to this Section shall not be linked to any Price Increase Mechanism.**

5.3. Additionally, during the Agreement Period, following the term described in Section ~~5.25.2~~ above (first anniversary of the Effective Date), ISR in its sole discretion, shall have the option (but shall not be obligated) to purchase from the Winning Bidder optional TMVC and/or TEVC (the "**Optional- Purchase Order**"), all in accordance with Appendix B and with the terms and conditions set forth in the Agreement. The relevant Terms and Conditions detailed in this Tender, including its Appendices, shall apply, *mutatis mutandis*, to the Optional Vehicles.

6. **Delivery Terms**

The Delivery Terms of the Vehicles shall be as set forth in the Agreement.

7. **Delivery Time**

The Delivery Time of the Vehicles shall be set forth in the Agreement.

8. **Spare Parts**

8.1. Without derogating from its warranty obligations as detailed herein and in the Agreement, the Bidder shall take into consideration, that in the event of being elected as the Winning Bidder, the Vehicles ordered by ISR will be delivered with Spare Parts for Preventive Maintenance, as defined in the Agreement, **at no extra cost**, for a period of two (2) years.

8.2. In addition, the Winning Bidder will undertake that during the Agreement Period and throughout twenty (20) years from the end of the Warranty Period, it will supply ISR with all Spare Parts and tools necessary to maintain and repair the Vehicles. Following such twenty (20) years period, if any of the Spare Parts are no longer available on the market, the Winning Bidder will offer ISR an adequate substitute at a comparable price.

8.3. The Bidder shall include, as part of its Proposal, a list of all necessary and recommended Spare Parts and their prices, in the form attached hereto as Appendix F (the "**Spare Parts List and Prices**"). The Spare Parts List and Prices shall be in English or Hebrew and shall quote the delivery time, description, original Manufacturer's name, part number of original Manufacturer, an annually

recommended Spare Parts quantity and the prices DAP for each Spare Part, which shall remain fixed for a period of two (2) years from the Final Submission Date.

- 8.4. As from the 2nd anniversary of the Final Submission Date, the Spare Parts List and Prices shall be adjusted with each invoice as linked to the **European Consumer Price Index** ([Online data code: prc_hicp_minr](https://ec.europa.eu/eurostat/databrowser/view/prc_hicp_minr/default/table?lang=en), HICP E27 - Overall index, Monthly Index, (2015=100) as published at Euros website https://ec.europa.eu/eurostat/databrowser/view/prc_hicp_minr/default/table?lang=en ("HICP"). The basic index for the HICP shall be the last known index two (2) years after the Final Submission Date.

9. **Warranty**

The Bidder shall provide two (2) years Warranty Period, commencing from Acceptance Certificate and two (2) years optional yearly warranty period (the "**Optional Yearly Warranty Period**"), for each of the Vehicles, all as set forth in the Agreement.

10. **Price Proposal**

10.1. **Price for Vehicles**

The Bidder shall provide the proposed price for the manufacture and supply of the Vehicles, including the Optional Vehicles (collectively: the "**Proposed Price**") in the Bidder's Proposal Form, attached hereto as **Appendix B**, in accordance with the following instructions:

- 10.1.1. The Proposed Prices shall be quoted in Euro currency only, inclusive of all the services and equipment specified herein.
- 10.1.2. The Proposed Price for the Vehicles shall include 2 years Warranty Period, Maintenance Fee, Spare Parts, Training for ISR staff, NOBO and ISA Certificates, and all other works and services detailed in the Agreement.
- 10.1.3. The Proposed Price is final, complete and inclusive price that will be paid to the Winning Bidder for the Vehicles and all drawings and documentation related thereto, including maintenance procedures and operational instructions for the Vehicles and all costs related to the design, manufacture, supply, Training, Warranty, Service Support Visits, Certificates 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. **The Winning Bidder shall not be entitled to any other payment, fee or compensation whatsoever from ISR.**

- 10.1.4. The Proposed Price shall be fixed and shall not be linked to any price increase mechanism for a period of two (2) years from the Final Submission Date. As from the 2nd anniversary of the Final Submission Date, Proposed Prices shall be linked in accordance with the Linkage Mechanism established in **Appendix B**.
- 10.1.5. 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.
- 10.1.6. Notwithstanding the above, Israeli Value Added Tax (the "VAT"), 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.
- 10.1.7. The Bidder shall provide discount rate (%), as set forth in Sections 8 and 10 of **Appendix B**. ISR reserves the right to make amendments if a mistake is found in the price calculation after discount.
- 10.1.8. The Proposed Price for the Vehicles 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.
- 10.1.9. Each Bidder shall solely bear all costs associated with the preparation and submission of its proposal. This shall include, without limitation, any and all expenses and losses, which may be incurred by the 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 proposal. ISR, in no case shall 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.

10.2. Price for Optional Yearly Warranty and Maintenance Services

10.2.1. Bidders shall propose yearly fee for Optional Yearly Warranty and Maintenance Period. The Optional Yearly Warranty and Maintenance Period will include the fee for the Warranty Period, Maintenance fee and Spare Parts. The Optional Yearly Warranty Period shall be up to two (2) years.

10.2.2. The Proposed Prices for the Vehicles and for the Optional Yearly Warranty and Maintenance shall 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.

11. Terms of Payment

The payment to the Winning Bidder shall be according to the terms and conditions of the Agreement.

12. Selection of the Winning Proposal

The evaluation of the proposals submitted by Bidders shall be conducted by ISR in accordance with the following process:

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

12.1.1. 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.

12.1.2. In case ISR decides to reject the proposal, the Bidder shall 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.

12.1.3. 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.

- 12.2. **Stage B – Pre-Requisite**: Bidders will be evaluated in accordance with Sections 1 and 2 above.
- 12.3. **Stage C - Technical Evaluation** – For the removal of doubt, Bidder's Technical Proposal shall comply with ISR Technical Specifications. However, ISR shall have the right to accept slight deviations from certain requirements, at ISR's sole discretion.
- 12.4. **Stage D – Commercial Evaluation** – ISR shall open the commercial proposals of the Bidders who satisfied Stages A, B and C above.
- 12.5. **Stage E - Selection of the Winning Proposal**- The "**Winning Bidder**" shall be the Bidder whose proposal fully complies with the Pre-requisites as per Section 1 above, the Technical Specifications, and has the lowest Final Price as specified in the Bidder's Proposal Form (**Appendix B**).
- 12.6. **Selection of the Standby Bidder**- in addition to the Winning Bidder, ISR shall select a standby bidder, which has received the second-best Final Score Proposal (the "**Standby Bidder**").
- 12.7. 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 or terminated, ISR shall be entitled to replace the Winning Bidder with the Standby Bidder. All terms set forth in this Section shall apply, *mutatis mutandis*, following the replacement of the Bidder's proposal as aforesaid.
- 12.8. It is hereby clarified that the Winning Bidder shall solely bear the full costs and expenses related to the Tests and/or Standards, should those be required, whether ISR and the Winning Bidder enter into a binding Agreement or not.
- 12.9. Moreover, the Winning Bidder shall not be compensated or otherwise reimbursed by ISR for any expense incurred in the process set forth in the Tender Documents.
- 12.10. It is hereby clarified that ISR reserves the right, at its sole discretion, to conduct a visit to the premises of the Bidder whose proposal has the highest Final Score in order, *inter alia*, to evaluate such Bidder's ability to comply with its undertakings and warranties in this Tender including the Agreement. Such Bidder shall make its best reasonable efforts to accommodate such visit as soon as requested by ISR .
- 12.11. ISR reserves the right, under its sole discretion, to reject and/or disqualify a proposal in the event the Bidder does not accommodate such visit at all and/or in the time frame required by ISR and/or such visit raises doubts with regards to the accuracy of Bidder's warranties in the Tender and/or the Agreement and/or its ability to comply

with its undertakings under this Tender including the Technical Specifications and the Agreement.

13. **Tender Procedure – General**

13.1. **Download of the Tender Documents**

Tender Documents are available via ISR's website: rail.co.il or via the Electronic Tender Box in the SourcingVision system of "Mashik Ltd.", at the following address: <https://account.sourcingvision.com//Site/SelfSignIn/SelfSignInGetStarted.aspx?IsNoSummonProject=1&IsSealed=1&IsArchived=1&dup&x=MCQAa9nTHIKBwsc22O1PbQ%3d%3d> , after completing the registration process. The Bidder's registration will be carried out through the link available at SourcingVision' system.

13.2. **Submission of Proposals**

- 13.2.1. All proposals must be submitted to the Electronic Tender Box of Israel Railways at the SourcingVision system, between ~~June 29~~ **October 12, 2026, 08:00 (Israel Time) and ~~July 1st~~ **October 14, 2026, 23:59 (Israel time) (the "Final Submission Date")**. After this deadline, it will not be possible to submit Proposals to the Electronic Tender Box**
- 13.2.2. It is emphasized that only Proposals submitted to the Electronic Tender Box by the Final Submission Date will be reviewed by the ISR Tender Committee. Proposals not submitted to the Electronic Tender Box by this deadline will **not** be reviewed and will be considered invalid. For the avoidance of any doubt, it is hereby clarified that the Final Submission Date, as specified above, refers to the last date for submitting the Proposal in the Electronic Tender Box of ISR in the SourcingVision system.
- 13.2.3. Accordingly, Bidders are advised to enter the electronic system in advance and perform all necessary preparations to ensure that the Proposals are submitted on time and to avoid delays due to various technical issues.
- 13.2.4. It is emphasized that ISR and/or Mashik and/or their representatives shall not be responsible in any way for the proper functioning of the phone and/or internet network and shall not bear any responsibility for interruptions and/or disturbances and/or disconnections that prevent any Bidder from submitting their proposals on time to the Electronic Tender Box. The Bidder hereby declares that their participation in the Tender is subject to the availability and

proper functioning of the internet network and that they shall not raise any claim, lawsuit, or demand against ISR and/or Mashik and/or their representatives due to any mistake, malfunction, delay, technical failure, or any other reason that prevented them from submitting their Proposal on time.

- 13.2.5. The clock of the Electronic Tender Box is the official clock for the submission deadlines in this Tender.
- 13.2.6. The proposal shall be submitted by a single Bidder. Proposals submitted by more than one Bidder will be disqualified.
- 13.2.7. Each Bidder shall be allowed to submit only one Proposal. Submission of more than one Proposal by the same Bidder, including by a related company of the said Bidder, shall disqualify the Bidder
- 13.2.8. The Bidder is requested to read carefully all the Tender Documents attached herein and submit all documents signed, where applicable, by the authorized signatory bodies.
- 13.2.9. The Bidder must scan the forms attached as Appendices, which have been filled out and signed by him, and upload them to the Electronic Tender Box in the SourcingVision system, in the required location for each Appendix or document, by clicking the "*Submit Documents*" button and in accordance with this section, no later than the Final Submission Date.
- 13.2.10. It is hereby emphasized that it is the Bidder's responsibility to ensure that the forms that were scanned and uploaded to the system are legible and clear.
- 13.2.11. It is recommended that the Bidder shall retain a copy of the Proposal submitted to the Electronic Tender Box.
- 13.2.12. For any technical assistance regarding the use of the Electronic Tender Box system, the Bidder may contact the support representatives of Mashik Ltd. by email at: service@mashiktech.com, or by phone at +972-50-9029376, from Sunday to Thursday between 08:00 and 17:00 Israel Time (excluding holiday eves and holidays).
- 13.2.13. **The Bidder's Proposal shall include the following documents** (Documents that cannot be provided at the tender stage, shall be replaced by examples of such documents):

- 13.2.13.1. A signed copy of the Technical Specifications (**Appendix A**);
- 13.2.13.2. Operation, maintenance and training instructions in English or in Hebrew (PDF format) including, *inter alia*, the following:
 - 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;
 - 13.2.13.2.4. Drawings and schematics, including those for mounting the Devices;
 - 13.2.13.2.5. Special tools and/or equipment;
 - 13.2.13.2.6. Spare Parts List and Prices (**Appendix F**);
 - 13.2.13.2.7. Safety Recommendations;
 - 13.2.13.2.8. All drawings, documentation, information and certifications required;
 - 13.2.13.2.9. A signed and completed Bidder's Proposal Form (**Appendix B**) (the “**Commercial Proposal**”);
 - 13.2.13.2.10. 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);
 - 13.2.13.2.11. A signed copy of the Experience and Reference List (**Appendix D**);
 - 13.2.13.2.12. A signed copy of the Manufacturer and Supplier Declaration (**Appendix E**);
 - 13.2.13.2.13. A signed copy of the Tender Acceptance Letter (**Appendix G**);

13.2.13.2.14. A signed copy of the Confidentiality Undertaking (Appendix H).

14. **Proposal Validity Period**

14.1. All submitted Proposals must remain valid for a period of twelve (12) months commencing from the Final Submission Date (the “**Proposal Validity Period**”). Proposals which were submitted may not be revoked or changed by the Bidder prior to the expiration of the Proposal 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 Proposal Validity Period, it shall be entitled to request all Bidders, relevant at such time, to extend the date of validity of their proposals 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 proposal beyond the Proposal Validity Period shall not entitle the Bidder to change, amend, add or delete any of the contents of its proposal. 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. **Confidentiality and Proprietary Rights**

15.1. By participating in the Tender process, each Bidder is deemed to have agreed to keep in strict confidence, and not to disclose and/or to make any use of any information or data, or any form or media, partial or complete, provided to them by ISR on its behalf or made known to them otherwise as a result of or in connection with the Tender; except that each Bidder may use such information or data solely for the purpose of preparing its proposal. It is hereby clarified that this Section shall not apply to documents and/or information published by ISR on its website.

15.2. By submitting a proposal, each Bidder shall be deemed to represent and warrant to ISR that (i) it is not bound by any contractual or statutory obligations which would preclude the Bidder from providing the data and information contained in the proposal or any portion thereof, (ii) it has the right to make all disclosures that are made in the proposal; (iii) the data and information contained in the proposal do not include any confidential

information, trade secret or other proprietary information of the Bidder and/or to any third party (except as and to the extent that the Bidder may otherwise clearly indicate in writing) that ISR is prevented from using it.

15.3. All rights and titles in any and all drawings, sketches, and other technical documents and information provided by ISR or on its behalf to the Bidder, as well as to all the Tender Documents and the contents thereof, shall be deemed to be the sole and exclusive proprietary of ISR, and/or their use by ISR allowed by third parties.

16. **Appendices**

The following Appendices are attached hereto:

Appendix A – Technical Specifications;

Appendix B – Bidder's Proposal Form;

Appendix C – The Agreement;

Appendix D – Experience and Reference List;

Appendix E - Manufacturer and Supplier Declaration;

Appendix F – Spare Parts List and Prices;

Appendix G - Tender Acceptance Letter;

Appendix H - Confidentiality Undertaking;

Appendix I – Safety;

Appendix J- Clarification Table.-

17. **General**

17.1. 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.

17.2. 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 Vehicles or to enter a contractual relationship with any of the Bidders.

17.3. 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 Vehicles 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.

- 17.4. The Vehicles acquired shall be on a non-exclusive basis and ISR, at its sole discretion, may obtain Vehicles from any of the Bidders, and/or may acquire similar or identical Vehicles from any third party.
- 17.5. ISR shall issue Purchase Orders under the Agreement following the receipt and subject to the receipt of the necessary budgetary approvals.
- 17.6. 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.
- 17.7. 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.
- 17.8. 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:
 - 17.8.1. If only one of the proposals is found suitable, according to the Pre-requisites and/or other specification requirements according to this Tender Documents;
 - 17.8.2. If ISR concludes that there was a flaw in the Tender process and/or in the evaluation of the proposals;
 - 17.8.3. 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;
 - 17.8.4. If the circumstances and/or ISR's requirements have been significantly changed, to such an extent which requires the cancellation of the Tender;
 - 17.8.5. 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.

- 17.9. All documents submitted to 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).
- 17.10. Any additional information questions, requests for clarification and interpretation, or any other communication, must be submitted in writing in English only, unless otherwise specifically stated in the Tender Documents or approved by ISR.
- 17.11. Each Bidder shall solely bear all costs associated with the preparation and submission of its proposal. This shall include, without limitation, any and all expenses and losses, which may be incurred by the 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 aspect in connection with the proposal. 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.
18. **Request for clarifications and/or additional information**
- 18.1. Any Bidder may submit to ISR through the SourcingVision system or by Email Yuliae@rail.co.il, in writing in English, inquiries and/or requests for clarification and/or additional information regarding the Tender or relating to the Tender Documents, on the Table attached as Appendix J, as specified herein below (the "Request for Clarification").
- 18.2. **A Request for Clarification shall clearly specify to which Tender Documents (Agreement, Technical Specification, Attachment, Section, etc.) it refers.**
- 18.3. Bidders shall submit Requests for Clarification with respect to any errors, ambiguities, inconsistencies, omissions, erroneous, unclear or imperfect provisions (the "Errors") in the Tender Documents. It is clarified that by submitting its Proposal, Bidder irrevocably and unconditionally waives any claim, demand or legal or administrative proceeding alleging or claiming that the selection process in the Tender has been influenced or biased by an Error and/or that Bidder has suffered any damages as a result of such Error.
- 18.4. All Requests for Clarification must be submitted manually by the Electronic Tender Box of Israel Railways in the SourcingVision system **only**, no later than 23:59 on ~~May 20~~ September 17, 2026 (**Israel time**). After this deadline, it will not be possible to

submit Request for Clarifications to the Electronic Tender Box. Bidders shall be responsible for verifying receipt by ISR of Requests for Clarification by e-mail to: Yuliae@rail.co.il.

19. **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).

20. **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.

21. **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”). Notifications shall also be sent to the other Bidders. For the removal of doubt, the aforementioned notification of the Winning Proposal shall not constitute the formation of a contract between ISR and such Bidder, and 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.

22. **Notices to Bidders**

22.1. 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 tender's section, under the

Tender's name) and in SourcingVision system, as of the date of such publication, shall constitute an integral part of the Tender Documents (each a "**Notice to Bidders**").

22.2. Bidders shall be solely responsible to check ISR's website and SourcingVision system on a regular basis in order to follow publications by ISR. Any Notice to Bidders published at ISR's website and/or SourcingVision system 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.

22.3. It is hereby clarified that only information provided by ISR to the Bidders by the way of a Notice to Bidders 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, including any response or information conveyed during any meeting held with the Bidders (if held).

23. **Meetings, Conferences or Discussions**

ISR, at its sole discretion, may arrange clarification meetings, site visits, conferences or discussions, in Israel, and instruct Bidders that participation is compulsory on all Bidders wishing to submit a proposal.

Appendix A

Tender No. 42237

**For the Manufacture and Supply of Track Motor Vehicle with
Cranes and Track Electric Vehicle with Cranes
("Tender")**

Technical Specifications

(Attached separately)

Appendix B

Tender No. 42237

**For the Manufacture and Supply of Track Motor Vehicle with
Cranes and Track Electric Vehicle with Cranes
(“Tender”)**

Bidder's Proposal Form

Date: _____

**Re: Proposal for the Manufacture and Supply of Track Motor Vehicle with Crane
and Track Electric Vehicle with Crane (the "TMVC"-or the "Vehicles"and TEVC")**

1. The Bidder declares that it has read, fully understands, and agrees to the terms and conditions included in the Tender Documents of Tender No. 42237, including the General Terms and Conditions, the Technical Specifications and any Appendices thereof (collectively the **"Tender Documents"**).
2. The Bidder hereby submits to ISR its proposal for the manufacture and supply of the Vehicles. All the terms and conditions included in the Tender Documents shall be considered as an integral part of this proposal.
3. All prices mentioned herein, including the Proposed Price for the Vehicles, shall be denominated in Euros (€) only.
4. The Bidder hereby acknowledges and declares that all the sums stated herein (**Appendix B**) shall constitute the final price that will be paid to the Winner Bidder for the manufacture and supply, and delivery of the Vehicles and the accompanying services to be provided by it as specified in the Agreement, including Warranty and Spare Parts obligations. **The Winning Bidder shall not be entitled to any other payment, fee or compensation whatsoever from ISR.**
5. To preclude any doubt, it is hereby clarified that all taxes, fees, duties, licenses, costs or other payments that are to be paid in connection with the exportation, supply and delivery of the Vehicles, 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 קניה"), wharfage fees (in Hebrew "Dmei Ratzif" or "דמי רציף"), cleaning of the containers, unloading and unstiffing at the Site, Israeli customs duties, port handling fees (in Hebrew "Dmei Nitul" or "דמי ניטול"), port infrastructure fees (in Hebrew "Dmei Tashtit" or "דמי תשתית"), cam locks for discharging the Vehicles at port, supervision while discharging at port, discharging terms at port, etc. shall be considered as part of the Vehicles Price and shall be borne solely by Winning Bidder.

6. Notwithstanding the above, ISR shall be required to pay, if applicable, the VAT (and only the VAT), imposed by the Israeli Tax Authorities on the Vehicles.
7. The Bidder shall include, as part of its proposal, a list of all necessary and recommended Spare Parts including their prices, in the form attached hereto as **Appendix F**. **ISR reserves the right to decide whether to purchase the Spare Parts or not.**
8. **Initial Order-~~TMVC~~**

The Proposed Price for the TMVC, **including** 2 years Warranty Period, Training Services, Maintenance fee, Services Support Visits, Spare Parts, equipment, NOBO, ISA, costs, fees duties and taxes, as specified in the Agreement, is as follows:

Quantity	Price per Unit (in Euros)	Discount %	Total Price
5	_____ € ("X1")	N/A	5* _____ € (X1) = _____ € ("IPO")
6-7*	_____ € ("X2")	X1-3%= X2	N/A
8-9*	_____ € ("X3")	X1-6%= X3	N/A

**The Price shall be valid from the first Vehicle.*

9. **Additional Order-** ISR reserves the right to place Additional Order for TMVC, within a period of one (1) year commencing the Effective Date, and the Winning Bidder undertakes to supply the TMVC to ISR at the same price in accordance with the last Purchase Order.

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

For instance, if ISR purchased seven (7) Vehicles at a price defined in the table above as X2 and intends to issue additional Purchase Order for 2 Vehicles during the first anniversary of the Effective Date, the price for the additional order shall remain the same (X2).

10. **Optional Purchase Order**- The Proposed Price for the Optional Purchase Order of Vehicles (~~TMVC and TEVC~~), including Training Services, Warranty, Maintenance Fee, Services Support Visits, Spare Parts, equipment, costs, fees duties and taxes as specified in the Agreement, shall be the Initial Price (according to Section 8 above). Indexation Linkage Mechanism shall apply during such period. as follows:

~~10.1. **TMVC**—The price for the Optional Purchase Order of TMVC shall be the Initial Price (according to Sec. 8 above). Indexation Linkage Mechanism shall apply during such period.~~

~~10.2. **TEVC**~~

Quantity	Price per Unit (in Euros)	Discount (%)	Total Price
2-3	_____€ ("X1")	N/A	3*_____€ (X1)=_____€ ("OPO")
4-5	_____€ ("X2")	X1-3%= X2	N/A
6-7	_____€ ("X3")	X1-6%= X3	N/A

~~*The Price shall be valid from the first Vehicle.~~

11. **Optional Yearly Warranty and Maintenance**

11.1. Bidders shall propose a fee for Optional Yearly Warranty and Maintenance, which shall not exceed two (2) years for each Vehicles.

11.2. The Proposed Price for Optional Yearly Warranty and Maintenance shall include Maintenance Fee, Services Support Visits, Spare Parts, equipment, cost, fees duties and taxes as specified in the Agreement, is as follows:

Item	Cost for <u>first</u> OYM per unit (in Euros)	Cost for <u>second</u> OYM per unit (in Euros)	Weighted Price
Optional Yearly Warranty and Maintenance, including Spare Parts <u>for TMVC</u>	_____ € ("X1")	_____ € ("Y1")	$(X1*0.7) + (Y1*0.3) =$ _____ € ("Z1") <u>("OYM")</u>
Optional Yearly Warranty and Maintenance, including Spare Parts for TEVC	_____ € ("X2")	_____ € ("Y2")	$(X2*0.7) + (Y2*0.3) =$ _____ € ("Z2")
Total evaluated OYM including Spare Parts for 2 years for TMVC and TEVC	_____ € in words: _____ Euros $(Z1*0.6) + (Z2*0.4) =$ OYM		

11.3. It shall be clarified that purchase of the OYM shall be subject to ISR's sole discretion, and it shall have no obligation to order any service thereof.

12. Total Evaluated Price ("TEP")

The Bidders TEP shall be calculated in accordance with the following formula:

$$(IPO * 0.75) + (OPO * 0.2) + (OYM * 0.05) = \text{TEP}$$

13. Linkage Mechanism

13.1. The Proposed Price for the TMVC ~~and TEVC~~, as specified in Section 8 of this Appendix B, shall be fixed and shall not be linked to any price increase mechanism for a period of two (2) years commencing on the Final Submission Date, and no indexation linkage mechanism shall apply during such period.

13.2. As from the 2nd anniversary of the Final Submission Date, the Proposed Price for the Optional TMVC, ~~TEVC~~ and OYM shall be adjusted with each invoice ~~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")" according to the following Indexation Linkage Mechanism:

13.2.1. Raw Material: forty percent (40%) of the price shall be linked to the EU Steel cost index- the 'Euro area 27 countries – Manufacture of basic iron and steel and of ferro-alloys index', series key: C241 as published by Eurostat at the

website:

https://ec.europa.eu/eurostat/databrowser/view/STS_INPP_M_custom_21007_155/default/table

13.2.2. **Labor:** Twenty percent (20%) of the price shall be linked to the EURO area (427 countries)- Labor cost index by NACE Rev.2 activity- nominal value, quarterly data. Seasonally and calendar adjusted data, Economic activity classification: Manufacturing - Labor cost structure- Labor cost for LCI (compensation of employees plus taxes minus subsidies), as published by the Eurostat at the website:
https://ec.europa.eu/eurostat/databrowser/view/LC_LCI_R2_Q_custom_2212_7592/default/table

13.2.3. **Consumer Price Index:** Thirty percent (30%) of the price shall be linked to the ~~EURO area (changing composition)~~ HICP- European Consumer Price Index (Online data code: prc_hicp_minr, HICP E27 - Overall index, Monthly Index, (2015=100) as published at Euros website. ~~Overall index, Monthly index, Eurostat, neither seasonally nor working day adjusted', series key: ICP.M.U2.N.000000.4.INX, as published by the European Central Bank at the website:~~
https://ec.europa.eu/eurostat/databrowser/view/prc_hicp_minr/default/table?lang=en<https://data.ecb.europa.eu/data/datasets/ICP/ICP.M.U2.N.000000.4.INX>

13.2.4. **Non- linked portion:** Ten percent (10%) of the price shall be not linked to any index.

~~13.2.~~13.3. _____ It is hereby clarified that the Indexation Linkage Mechanism shall apply only on the Vehicles purchased after the 2nd anniversary of the Final Submission Date.

13.4. The ~~basic index for the HICP shall be the last known index two years after the Final Submission Date.~~ basic indices of the Indexation Linkage Mechanism shall be the latest known upon the second anniversary of the Submission Date.

~~13.3.~~13.5. _____ The Indexation Linkage Mechanism as specified herein, shall also apply to the adjustment of the Materials, BOM List, New Design Turnouts and New Prototype Turnouts prices, as defined in the Agreement.

14. The Bidder understands that payment by ISR to the Winning Bidder shall be made by bank transfer in the manner and terms set forth in the Agreement.

15. The 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. 42237

**For the Manufacture and Supply of Track Motor Vehicle with
Cranes and Track Electric Vehicle with Cranes
("Tender")**

The Agreement

(Attached Separately)

Appendix D

Tender No. 42237

For the Manufacture and Supply of Track Motor Vehicle with Cranes and Track Electric Vehicle with Cranes ("Tender")

Date: _____

Experience and Reference List of the Bidder

1. Bidder has manufactured, designed and supplied, commencing from 2020 and up to the Final Submission Date, at least ten (10) ~~Track Motor Vehicle with Cranes and Track Electric Vehicle with Cranes~~ (the "~~TMVC~~" and "~~TEVC~~") TMVC.
2. The Bidder has proven experience in NOBO Certification for the Track Motor Vehicle with Crane.

Manufacture Date	Supply Date	Quantity	Name and Position of Contact Person	Tel. and mail of Contact Person
1.				
2.				
3.				
4.				
5.				

() Additional pages may be added, The Experience and Reference List shall be in English or Hebrew and shall quote the requested details.*

Signature of Bidder: _____

By: _____

Title: _____

Appendix E

Tender No. 42237

For the Manufacture and Supply of Track Motor Vehicle with Cranes and Track Electric Vehicle with Cranes ("Tender")

Manufacturer and Supplier Declaration

The undersigned, [*company name and registration number*]_____, the Bidder of Tender No. _____ hereby declare the following:

The Bidder is the Manufacturer, the Designer and the Supplier of the proposed _____ with a manufacturing plant at _____ [*please fill in full registered address of manufacturing plant*].

Bidder's Name: _____ Address: _____

Telephone: _____ Signature of Bidder: _____

By: _____ Title: _____

Appendix F

Tender No. 42237

For the Manufacture and Supply of Track Motor Vehicle with Cranes and Track Electric Vehicle with Cranes ("Tender")

Spare Parts List, Maintenance Tools and Prices

The Bidder shall submit a list of all necessary and recommended Spare Parts required for Maintenance of the TMVC ~~and TEVC~~ (The "Spare Parts List").

Spare Part	Original Manufacturer's Name and Number	Price (DAP) At Site (EURO)	Delivery Time	Estimated Annual Usage
Total				

Appendix G

Tender No. 42237

For the Manufacture and Supply of Track Motor Vehicle with Cranes and Track Electric Vehicle with Cranes ("Tender")

Date: _____

Bidder: _____

Company No. _____

Tender Acceptance Letter

1. We have carefully read the Tender's Documents, for the above mentioned 'Tender', including the General Terms and 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 Terms and 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 Terms and 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 H

Tender No. 42237

For the Manufacture and Supply of Track Motor Vehicle with Cranes and Track Electric Vehicle with Cranes ("Tender")

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 Israel Railway and any other information, whether in writing, oral or in any other manner, in connection with the Israel Railway.
3. Without derogating from the generality of Section 1 above, 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 Israel 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 Israel Railway of the fact immediately so as to allow the Israel 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 Israel 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 Israel Railway, immediately upon its first demand, all the Information collected by me in connection with the Israel 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 Israel Railway, regarding the disclosure of Information not permitted by the Israel 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 Israel Railway for any reason and shall remain in effect until the Information becomes public knowledge or until such time the Israel Railway confirms in writing that it does not oppose the dissemination of the Information.

Sincerely,

Company _____

Date _____

First name _____

Last name _____

ID _____

Signature _____

Appendix I

Tender No. 42237

**For the Manufacture and Supply of Track Motor Vehicle with
Cranes and Track Electric Vehicle with Cranes
("Tender")**

Safety Rules

(Attached Separately)

Appendix J

Tender No. 42237

For the Manufacture and Supply of Track Motor Vehicle with Cranes (“Tender”)

Clarification Table

(Attached Separately)