

Tender No. 42240**Timetabling & Track Possession System (“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 from participants (the “Bidder/s”) for:

The supply of Timetabling & Track Possession System (the “System”), all in accordance with and subject to the terms specified in General Terms and Conditions and the accompanying Tender Documents.

The Winning Bidder shall enter into a framework agreement (the “Agreement”) with ISR, pursuant to which ISR shall be entitled (but not obligated) to order the system mentioned above, during the Agreement Period as defined in the Agreement. ISR shall have the sole discretion and shall have no obligation to order any part thereof.

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

- 1.1. The Bidder must be the developer and the owner of the proposed Timetabling & Track Possession System.

The proposed System enables the planning of Timetabling using two methods simultaneously: Planning by ETCS Level 2 and INDUSI.

For avoidance of any doubt, the system shall include a module for Track Possession System through a graphical map representation of the railway network.

- 1.2. The proposed System must have been in operational use for at least four (4) years (commencing 2021) by at least one railway company or one national infrastructure manager. Alternatively, – the Bidder may demonstrate at least four (4) years of experience in a Railway Timetabling module and at least four (4) years of experience in a Track Possession module separately.

- 1.3. The Bidder has provided maintenance services during the past four (4) years for the abovementioned System.

- 1.3. For the avoidance of doubt, the requirement set forth in section 1.2 + 1.3 are intended solely for the purpose of demonstrating compliance with the pre-requisites and shall not derogate from the requirement to provide a single integrated System combining all required functionalities.

2. Proof of Compliance with the Pre-requisites

Formatted: Justified

Formatted: Justified

Formatted: Justified

~~1.1.1. A Participant may demonstrate compliance with some or all of the pre-requisites set forth in Section 1 through a company which controls the Participant, or controlled by the Participant, or which is under common control of a third company.~~

~~For the purpose of this section "control" shall mean the ownership or holding of more than 50% of the shares, voting rights, or any other means of ownership interest in an entity. Entities under common control ("Sister companies") shall be deemed to be controlled entities.~~

~~1.1.1. Participants shall disclose the ownership and organizational structure of each Mother/Daughter/Sister Company through which it seeks to demonstrate compliance of a Pre-Requisite Requirement as set forth in Section 1 and shall submit Attachment E with respect to such Mother/Daughter/Sister Company. Such disclosure and submission shall demonstrate, inter alia, the affiliation of the Participant and the Mother/Daughter/Sister Company.~~

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. Bidder shall prove its full compliance with the Prerequisite set forth in Sections above 1.1-1.3 by submitting the following:

2.1.1. Declaration certifies that the Bidder is the Owner and Developer of Timetabling & Track Possession System in the form signed and completed documents attached hereto as **Appendix E**.

2.1.2. Declaration certifies that the proposed System - Timetabling & Track Possession System has been in operational use for at least four (4) years (commencing 2021) by at least one railway company or one national infrastructure manager. Furthermore, The Bidder shall submit Reference letters or official confirmations that the Bidder provided maintenance services during the past four (4) years for the abovementioned System hereto as **Appendix D**.

~~2.1.3. A Participant A Bidder may demonstrate compliance with some any or all of the pre-requisites requirements set forth in Section 1 through by relying on a company which that controls the Participant Bidder, or is controlled by the Participant Bidder, or which is under common control of a third company.~~

~~For the purpose of this section "control" shall mean the ownership or holding of more than 50% of the shares, voting rights, or any other means of ownership interest in an entity. Entities Companies under common control (each, a "Sister eCompanies") shall be deemed to be controlled entities.~~

~~2.1.4. Participants A Bidders relying on an entity pursuant to Section 2.1.3 in order to demonstrate compliance with any Pre-Requisite Requirement, shall disclose the~~

~~ownership and organizational structure of each Parent Company, Subsidiary, or Sister Company upon which it relies and shall submit of each Mother/Daughter/Sister Company through which it seeks to demonstrate compliance of a Pre-Requisite Requirement as set forth in Section 1 and shall submit Attachment EXXXP with respect to such Mother/Daughter/Sister Company each such entity. The information provided and documents submitted shall clearly demonstrate the affiliation between the Bidder and the relevant Parent Company, Subsidiary, or Sister Company and shall establish the Bidder's entitlement to rely on such entity for the purpose of satisfying the applicable Pre-Requisite Requirement. Such disclosure and submission shall demonstrate, inter alia, the affiliation of the Participant Bidders and the Mother/Daughter/Sister Company.~~

Formatted: Indent: Before: 0.94", No bullets or

~~2.1.3-2.1.5.~~ Notwithstanding the aforesaid, ISR reserves 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.

~~2.1.4-2.1.6.~~ 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 documentation, required in order to allow ISR a full and complete review of the aforementioned. For the avoidance of any doubt, it is hereby clarified that ISR is not committed to approach any of the Bidders in request for clarifications.

~~2.1.5-2.1.7.~~ Bidder shall undertake to maintain its compliance with the Pre-requisites specified in Section 1 above at all times, including the Proposal Validity Period as set forth in Section 14 below.

3. **Technical Requirements**

3.1. The proposed System must comply with the requirements and terms included in the Technical Specifications M-05-575 attached hereto as **Appendix A** (the "Technical Specifications").

4. **Governing Agreement**

4.1. The Owner and Developer, supply and installation of the System, 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 Bidder, shall be governed by the terms and conditions of the Agreement attached hereto as **Appendix C**. The Agreement and the Appendices 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**

ISR intends to issue purchase order for the System throughout the Agreement Period (the "**Purchase Order**"). The Purchase Orders shall be executed in the following manner:

- 5.1. Within a period of three (3) months from the effective date of the Agreement (the "**Effective Date**"), ISR intends to issue a Purchase Order for subject to the terms and conditions set forth in the Agreement and the Technical Specification.
- 5.2. Additionally, during the Agreement Period, and/or the Additional Period, ISR, in its sole discretion, shall have the option (but shall not be obligated) to purchase from the Winning Bidder additional services and/or additional Maintenance Services (the "**Additional Services**"). The relevant terms and conditions detailed in this Tender, including its Appendices, shall apply, *mutatis mutandis*, to the Additional Services.

6. **Warranty**

The Bidder shall provide 3 (three) years Warranty Period (the "**Warranty Period**") from the date of Final Acceptance of the System.

7. **Delivery Terms**

The terms of supply and delivery of the System shall be as set forth in the Agreement.

8. **Time of Delivery**

The delivery time for the development and supply of the System shall be as set forth in the Agreement.

9. **Selection of the Winning Proposal**

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

- 9.1. **Stage A- past experience:** Prior to the Bidder's evaluation according to the stages specified below, ISR shall examine Bidder's past experience, should that exist.
 - 9.1.1. 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.

9.1.2. In case that 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.

9.1.3. In case that ISR Supreme Tender Committee decides not to reject the proposal, ISR shall continue the evaluation of the Bidder in accordance with the Stages specified hereinafter.

9.2. **Stage B - Pre-Requisite:** Bidders will be evaluated in accordance with Sections 1 and 2 above.

9.3. **Stage C - Evaluation of the Technical Proposal:** For the removal of any doubt, Bidders' Technical Proposal shall comply with the Technical Specifications (**Appendix A**). However, ISR shall have the right to accept slight deviations from certain requirements, at ISR's sole discretion.

9.3.1. Without derogating from the above, each Technical Proposal will be evaluated and scored in accordance with the criteria and evaluation process specified in **Appendices A and G** below.

9.3.2. For the avoidance of any doubt, The Bidders shall complete **Appendix G1** – Scoring Requirements Table, which is attached separately. The scoring shall be carried out in accordance with the Technical Evaluation and Scoring methodology described in **Appendix G**. Each item (out of 25 items) shall award up to a maximum of two (2) points, for a total maximum of fifty (50) points.

9.3.3. For the avoidance of any doubt, scoring shall be carried out in accordance with the separate attached G1 Excel file titled Requirements Self-Evaluation, which the Bidder is required to complete. In addition, Appendix G provides the Bidder with an explanation of the scoring methodology. Each item (out of 25 items) in the attached Excel file shall grant up to a maximum of 2 points, for a total of maximum 50 points.

9.3.4. The score received for each Technical Proposal of the Bidder in the Technical Evaluation Scoring will be converted to a total of 50 points. The maximal Technical Evaluation Scoring (the “TES”) for the Technical Proposal for the System shall be 50 points.

9.3.5. All components, documents, drawings and calculations in Bidder's Technical Proposal as well as any document attached thereto, shall comply with all instructions and requirements below and with all requirements in the Tender Documents, including for the removal of doubt the Agreement and **Appendix A**.

9.3.6. For clarification, scoring by ISR of the Technical Proposal for the purpose of selection of a Winning Bidder for the System, shall not be construed as approval

by ISR of such Technical Proposal, irrespective of the scoring and even if the Technical Proposal is attributed the maximal score, and nothing herein shall derogate from any right of ISR and from any obligation of Bidder under the Agreement and the Tender Documents, including but without limitation in connection with design review.

9.3.7. If (i) the Technical Proposal submitted by Bidder to ISR includes any improvement (in ISR's opinion) to any requirement of Appendix A, (ii) such improvement is approved by ISR at its sole discretion, and (iii) Bidder is selected as the Winning Bidder and enters into the Agreement with ISR, then such improvement shall be deemed included in Bidder's obligations under the Agreement and the Bidder shall not be entitled to receive any additional payment.

9.4. **Stage D – Commercial Evaluation** – After completion of the evaluation and scoring of the Technical Proposals for the System, ISR shall open the Commercial Proposals of the Bidders. The Commercial Proposals will be evaluated as further specified in Sections 7-8 of Appendix B.

9.4.1. After the Total Evaluated Price (the "TEP") is determined, the Commercial Proposal scoring will be calculated in accordance with the following formula:

$$\text{CP Scoring} = \frac{\text{LTEP} \times 50}{\text{BTEP}}$$

Where:

CP Scoring (CP)– Bidder's Commercial Proposal Scoring for the System Model.

LTEP – Lowest TEP

BTEP – the specific TEP of the Bidder (TEP as specified in Section 9 of Appendix B)

9.4.2. The maximal score for the Commercial Proposal shall be **50 points**.

9.5. **Stage E - Selection of the Winning Proposal** - ISR shall select the Winning Proposal for the System, after determining the proposals receiving the highest Final Score (FS) pursuant to the following formula:

$$\text{FS} = \text{TES} + \text{CP}$$

Where : **FS** – Bidder's Final Scoring; **TES** – Bidder's Technical Proposal Scoring; **CP** – Bidder's Commercial Proposal Scoring

The Bidder whose proposal shall be chosen as the Winning Proposal shall be referred to as the "Winning Bidder".

The Bidder shall perform a demonstration of the proposed System including the critical functionalities and modules according to **Appendix L**. In addition, ISR in its sole discretion will examine the System at one of the bidders' clients

- 9.6. **Selection of the Standby Bidder-** in addition to the Winning Bidder, ISR shall select a standby Bidder (the "**Standby Bidder**"). for the System, which has received the second-best FS.

9.6.1. It is hereby clarified that ISR reserves the right, at its sole discretion, to conduct a visit to the premises of Bidder whose proposal has the highest FS in order 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.

- 9.7. 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.

10. **Price Proposal**

10.1. **Price for the System**

The Bidder shall provide its price proposal for the Development and supply (collectively the "**Proposed Price for the System**") of the System, in the Bidder's Proposal Forms attached hereto as **Appendix B**, in accordance with the following instructions:

- 10.1.1. The Proposed Price for the System shall include fee for the Warranty Period of three (3) years, Maintenance fee, consumables supplied during the Warranty Period, calibration and training of ISR's staff.
- 10.1.2. The Proposed Price shall be quoted in the Bidder's Proposal Forms in Euro (€) inclusive all the services and equipment specified herein, including Warranty. The Proposed Price is the final, complete and inclusive price that will be paid to the Supplier for the System and the accompanying services to be provided by it. The Winning Bidder shall not be entitled to any other payment, fee or compensation whatsoever from ISR.

10.2. **Price for Optional Yearly Warranty and Maintenance Services:**

- 10.2.1. Bidders shall propose a fee for Optional Yearly Warranty and Maintenance. The Optional Yearly Warranty and Maintenance will include the fee for the Warranty Period, Maintenance fee, and training of ISR's staff. The Optional

Yearly Warranty and Maintenance Period shall be up to a total of seven (7) years.

- 10.2.2. The Proposed Prices for the System as well as for the Optional Yearly Warranty and Maintenance Period 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. Tender Procedure – General

11.1. 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=0&dup&x=bg7NDN8TMhSMRDalPCKPEQ%3d%3d>

after completing the registration process. The Bidder's registration will be carried out through the link available at Sourcingvision' system.

12. Submission of Proposals

- 12.1. All proposals must be submitted to the Electronic Tender Box of Israel Railways at the Sourcingvision system, starting **March 24, 2026, 08:00 (Israel Time) until March 26, 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
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.

- 12.4.1. The clock of the Electronic Tender Box is the official clock for the submission deadlines in this Tender.
- 12.4.2. The proposal shall be submitted by a single Bidder. Proposals submitted by more than one Bidder will be disqualified.
- 12.4.3. Each Bidder shall be allowed to submit only one proposal for each System Model. The submission of more than one proposal by the same Bidder, including by a related company of the said Bidder, shall disqualify the Bidder
- 12.4.4. 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.
- 12.4.5. 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.
- 12.4.6. 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.
- 12.4.7. It is recommended that the Bidder shall retain a copy of the proposal submitted to the Electronic Tender Box.
- 12.4.8. 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).
- 12.4.9. The Bidder's proposal shall include the following documents:
 - 12.4.9.1. Scope Of Work
 - 12.4.9.2. System overview and architecture description
 - 12.4.9.3. System diagrams
 - 12.4.9.4. Information of Security measure and system performance
 - 12.4.9.5. Implementation & Deployment plane

- 12.4.9.6. Gant
- 12.4.9.7. Training and Support Plan
- 12.4.9.8. The Bidder shall attach resumes (C.V) of the proposed Project Manager. The resume must include education, professional experience, and the proposed role in the Project. ISR reserves the right, at its sole discretion, to replace the proposed Project Manager whose C.V does not meet Israel Railways requirements, as specified in **Appendix A**.
- 12.4.9.9. Operation, maintenance and training instructions in English and Hebrew (in PDF format) including, *inter alia*, the following:
 - 12.4.9.9.1. Installation procedure, including equipment setup;
 - 12.4.9.9.2. Operation manual;
 - 12.4.9.9.3. Maintenance and troubleshooting;
 - 12.4.9.9.4. Calibration instructions;
 - 12.4.9.9.5. Drawings and schematics, including those for mounting the System;
 - 12.4.9.9.6. Any and all drawings, documentation, information and certifications required pursuant to **Appendix G**, Technical Evaluation.
 - 12.4.9.9.7. A signed copy of the Technical Specifications (**Appendix A**). A signed and completed Bidder's Proposal Form (**Appendix B**)
 - 12.4.9.9.8. A signed copy on the last page 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 after the appointment of a Winning Bidder/s, such Winning Bidder/s will be required to complete part B of the Bank Account Form).

13. Proposal Validity

- 13.1. All submitted proposals must be valid (12) months from the Final Submission Date as set forth above (the "**Proposal Validity Period**") and may not be revoked or changed by the Bidder during this period for any reason whatsoever.
- 13.2. **Extension of Proposal Validity Period** – Prior to the expiry of the Proposal Validity Period, ISR 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.

13.3. No Additional Changes – Extension of the validity date of its proposal beyond the Proposal's 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.

13.4. In the event of ISR for any reason whatsoever does not enter into a contractual relationship with the Winning Bidder/S, and/or the Agreement with the Winning Bidder/s is cancelled, ISR shall be entitled to elect, as a Winning Proposal, the second-best proposal which meets the criteria set under Section 9 above. The terms set forth in this Section shall apply, *mutatis mutandis*, following the replacement of the Bidder's proposal as aforesaid.

14. Appendices

The following Appendices are attached hereto:

Appendix A - Technical Specifications

Appendix B - Bidder's Proposal Form

Appendix B1 - Payment Schedule

Appendix C - The Agreement

Appendix D - Experience and Reference List

Appendix E – Developer / Supplier Declaration

Appendix G - Technical Evaluation and Scoring

Appendix G1 - Requirements for Self-Evaluation

Appendix H - Tender Acceptance Letter

Appendix I - Confidentiality Undertaking

Appendix J – Cyber and information security

Appendix K - Demo

Appendix L - Data migration

Appendix M - SLA

Appendix N - Training

Appendix O - Cutover

Appendix P- Structure, Organization and Works of the Mother/Daughter/Sister Company

Formatted: Font: Italic, No underline, Complex Script Font: Italic

Formatted: Font: Bold, Italic, No underline, Complex Script Font: Bold, Italic

Formatted: No underline

Formatted: No underline

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 and to 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 of 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. General

- 16.1. A proposal reflecting any reservation regarding the Tender 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 any System 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 recommendations and other 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 System proposed by the Bidders are being manufactured.
- 16.4. Any of the System acquired shall be on a non-exclusive basis and ISR, at its sole discretion, may, at any time, obtain System from any of the Bidders, and/or may acquire similar or identical System 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 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 proposals is found suitable, according to the Prerequisites and/or other specification requirements according to these 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. All documents submitted in this Tender must be in English or Hebrew (including but not limited to all attachments, schedules, annexes, sketches, drawings, diagrams, tables and charts) and any additional information, questions, requests for clarification and interpretation, or any other communication, must be submitted in writing in English or Hebrew only, unless otherwise specifically stated in the Tender Documents or approved by ISR.

16.8.6. 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.

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 (the “**Request for Clarification**”).

17.2. A Request for Clarification shall clearly specify to which Tender Documents it refers (Agreement, Technical Specification, Appendices, Section, etc.).

17.3. 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.

17.4. All Requests for Clarification must be submitted by the Electronic Tender Box of Israel Railways in the Sourcingvision system **only** no later than 23:59 on **February 18, 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: izika@rail.co.il.

18. Amendment of Tender Documents

At any time prior to the Final Submission Date, ISR may amend the Tender Documents by issuing notices to the Bidders. Any issued notice 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, each notice shall be binding upon each Bidder, regardless of whether the Bidder has acknowledged receipt of such notice(s) 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 Winning Bidder and the Standby Bidder for each System Model in the Tender. Notifications shall also be sent to the other Bidders. For the removal of doubt, the notification of the Winning Proposal 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.

21. Notices to Bidders

- 21.1. 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").
- 21.2. 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.
- 21.3. 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).

22. 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. 42240

Timetabling & Track Possession System

TECHNICAL SPECIFICATIONS

M-05-575

(Attached separately)

Appendix B**Tender No. 42240****Timetabling & Track Possession System****Bidder's Proposal Form**

Date: _____

Re: Proposal For the Supply of Timetabling & Track Possession System for Locomotive

1. Bidder declares that it has read, fully understands and agrees to the terms and conditions included in the Tender Documents of Tender No. 42240, including the General Terms and Conditions, the Technical Specifications, the Agreement and any Appendices thereof (collectively the "**Tender Documents**"), and hereby submits to ISR (as that and all other terms not otherwise defined in this Appendix are defined in the Tender Documents) its proposal for the supply of Timetabling & Track Possession System for Locomotive (the "**System**").
2. All the Terms and Conditions included in the Tender Documents shall be considered integral parts of this proposal.
3. All prices mentioned herein, including the Proposed Price for the System, shall be denominated in Euros (€) only.
4. Bidder hereby acknowledges and declares that sums stated herein (**Appendix B1**) shall be the final, complete and inclusive price that will be paid to the Bidder for the Development, supply and delivery of the System and the accompanying services to be provided by it as specified in the Agreement, including all warranty and spare parts obligations. **The Bidder shall not be entitled to any other payment, fee or compensation whatsoever from ISR.**
5. 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 System.
6. Bidder may submit his offer for the Timetabling & Track Possession System, as long as this system and the Bidder comply with the Pre-requisite. For the avoidance of any doubt, it is hereby clarified that the Bidder must comply with the Pre-requisite for the Timetabling & Track Possession System Model.
7. **The Proposed Price for the System and the Optional System including installation, fee for the Warranty Period of three (3) years, Corrective and Preventive Maintenance fee, calibration and training of ISR's staff shall be as follows:**

7.1. **Proposal for the System ("TPD 1"):**

Item	Price for the System (in Euros)
Timetabling & Track Possession System	_____ €, in words: _____ Euros

8. **Price for an Optional Yearly Warranty and Maintenance Services:**

- 8.1. Bidders shall propose a fee for the Optional Yearly Warranty and Maintenance which shall be up to seven (7) years) for the System. The Optional Yearly Warranty and Maintenance will include the fee for the Warranty Period, corrective and preventive Maintenance fee, calibration and training of ISR's staff.

Item	Price per Unit (in Euros)	Quantity (years)	Total Price (Quantity multiplied by Price per Unit)
Optional Yearly Warranty and Maintenance (the "OYM")		7	_____ €, in words: _____ Euros

An annual maintenance purchase order shall be issued once per year

Formatted: Indent: Before: 0"

9. **Price for an Optional professional Services:**

Bidders shall propose a fee for the Optional professional Services as specified below. It shall be clarified that purchase of the Optional professional Services shall be subject to ISR's sole discretion, and it shall have no obligation to order any service thereof. Furthermore, The price quoted shall be the maximum price, from which the bidder may offer a discount. Experience requirements for each Role as specified in Technical Specifications (**Appendix A**)

Role	Max Daily Rate (EUR)	Experience	Discount
------	-------------------------	------------	----------

IT Project Manager	800	Requires 5+ years of experience	
Systems Analyst	600	Requires 3+ years of experience	
Cybersecurity Expert	700	Requires 3+ years of experience	
Software Developer	550	Requires 2+ years of experience	
Senior Technical Support	350	Requires 2+ years of experience	
Software Tester	400	Requires 2+ years of experience	
IT Specialist	450	Requires 2+ years of experience	

9.1. 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.

10. **The Bidder's total evaluated price ("TEP") for the Timetabling & Track Possession System shall be calculated in accordance with the following formula:**

$$\text{TEP} = \text{TPD 1} + 7 \text{ (years)} * \text{OYM}$$

11. The TEP as calculated according to the formula in Section 11 above shall be used for determination of the Commercial Proposal scoring all as specified in Sections 9-10 to the Tender Documents.
12. All prices set forth pursuant to Section 9-10 shall be fixed and shall not be linked to any price increase mechanism in accordance with Section 14 below.
13. **Linkage Mechanism-**
- 13.1. The Proposed Price for the System, the Optional Yearly Warranty and Maintenance as specified in Sections 9, and 10 of **Appendix B** shall be fixed and shall not be linked to any price increase mechanism for a period of one (1) year commencing on the Final Submission Date and no indexation linkage mechanism shall apply during such period.
- 13.2. As from the 1st anniversary of the Final Submission Date, the Proposed Price for the System, Optional System and Spare Parts 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) (the "HICP").

- 13.3. The Proposed Price shall be linked in each invoice to index mentioned in section 8.1 above. The base index will be the index as mentioned in section 13. The effective index will be the index known at the time of invoice issuance.
- 13.4. The base indices of the Indexation linkage mechanism- the HICP shall be the latest known index at the Final Submission Date.
- 13.5. The Bidder declares that it shall supply the System and the Optional Yearly Warranty and Maintenance in Sections 7-8 at the adjusted price as herein provided until the end of the Agreement Period.
14. Bidder understands that payment by ISR to the Winning Bidder for the System shall be made by way of bank transfer in the mode and terms set forth in the Agreement.
15. The payment schedule for the project, as set for in **Appendix B1**, specifies the milestones and corresponding payment amounts
16. Bidder hereby permits representatives of ISR to inspect its facilities, at any time.

Signature of Bidder

By: (print or type name):

Title:

Appendix B1

Tender No. 42240

Timetabling & Track Possession System

Payment Schedule

Payments shall be made in accordance with the main contract terms and the company's procedures.

The Payment Schedule set forth below specifies the project milestones and the corresponding payment amounts.

Milestones and Payment Table

No.	Phase / Milestone description	Requirements	Annex	% Payment from the total Consideration	Comments
1	Contract signing	Contract signed by both parties		5%	Subject to Payment Guarantee
2	Detailed design documents Approval by ISR	Detailed Design documents approved by ISR according to ISR's technical requirements specifications documents	Annex A	5%	Subject to Payment Guarantee
3	Installation the new system in ISR machine including Delivery of licenses	ISR machine installed with the new system (this stage with no data) including Delivery of licenses according to quantity structure	Annex A Requirement- 9.2.5.6	5%	
4	Performing Data Migration and Infrastructure Setup for timetable and track possession.	ISR approval successful UAT for the data Data Migration	Annex N	5%	

5	Installation of the timetable new system	ISR approval successful UAT for timetable system	Annex F	10%	
6	Installation of the new Possession Planning system	ISR approval successful UAT for Possession Planning system	Annex F	10%	
7	Successful overall UAT test - (timetable system & Possession Planning including integration to ISR systems like ARAMIS on production env.	ISR successful E2E UAT on production env.	Annex F	20%	Subject to acceptance certificate
8	Successful user training	Completion of training for all system users	Annex N	10%	
9	Cutover to production environment, and closing all critical (P1&P2) system bugs within three months after go-liv	Cutover of the Timetable System & Possession Planning in the production environment	Annex S	30%	
				100%	

Note: Payments for Sections No' 1 and 2 above shall be made against receipt of a bank guarantee.

Appendix C

Tender No. 42240

Timetabling & Track Possession System

THE AGREEMENT

(Attached separately)

Appendix D**Tender No. 42240****Timetabling & Track Possession System****Experience and Reference List**

- 1.1. The Bidder must be the developer and the owner of the proposed Timetabling & Track Possession System.

The proposed System enables the planning of Timetabling using two methods simultaneously: Planning by ETCS Level 2 and INDUSI .

For avoidance of any doubt, the system shall include a module for track possession through a graphical map representation of the railway network.

- 1.2. The proposed System must have been in operational use for at least four (4) years (commencing 2021) by at least one railway company or one national infrastructure manager.
- 1.3. The Bidder has provided maintenance services during the past four (4) years for the abovementioned System.

Name of Customer	Operational use Date of the System	Maintenance Services Date of the System	Contact Person Details
			Mr./Ms: _____ Company: _____ Title: _____ Phone No: _____ E-mail: _____.
			Mr./Ms: _____ Company: _____ Title: _____ Phone No: _____

			E-mail: _____.
			Mr./Ms: _____ Company: _____ Title: _____ Phone No: _____ E-mail: _____.
			Mr./Ms: _____ Company: _____ Title: _____ Phone No: _____ E-mail: _____.

Bidder's Name: _____

Address: _____

Telephone: _____

Signature of Bidder: _____

By: _____

Title: _____

Appendix E
Tender No. 42240

Timetabling & Track Possession System

Developer / Supplier Declaration

The undersigned, [company name and registration number] _____ (the "**Bidder**"), the Bidder of Tender No. _____ hereby declares the following [choose the relevant option]:

☐

The Bidder is the Developer and the owner of the proposed _____, located at _____ [please fill in full registered address of Bidder];

*** A formal authorization/nomination letter signed by the _____ Developer and the owner is to be attached to this declaration.**

Bidder's Name: _____ Address: _____

Telephone: _____ Signature of Bidder: _____

By: _____ Title: _____

☐

Appendix G

Tender No. 42240

Timetabling & Track Possession System

Technical Evaluation and Scoring

(Attached separately)

Appendix G1

Tender No. 42240

Timetabling & Track Possession System

Requirements for Self-Evaluation

(Attached separately)

Appendix H**Tender No. 42240****Timetabling & Track Possession System****Tender Acceptance Letter**

Date: _____

Bidder: _____

Company No. _____

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 I

Tender No. 42240

Timetabling & Track Possession System

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 of 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 J

Tender No. 42240

Timetabling & Track Possession System

Cyber and information security

(Attached separately)

Appendix K

Tender No. 42240

Timetabling & Track Possession System

Demo

(Attached separately)

Appendix L

Tender No. 42240

Timetabling & Track Possession System

Data Migration

(Attached separately)

Appendix M

Tender No. 42240

Timetabling & Track Possession System

SLA

(Attached separately)

Appendix N

Tender No. 42240

Timetabling & Track Possession System

Training

(Attached separately)

Appendix O

Tender No. 42240

Timetabling & Track Possession System

Cutover

(Attached separately)

Appendix P

Tender No. 42240

Timetabling & Track Possession System

Structure, Organization and Works of the Mother/Daughter/Sister Company

* This Attachment Appendix P shall be submitted by a Bidder wishing to demonstrate compliance with some or all of the Technical Pre-Qualification Requirements through a mother/daughter/sister company of such Bidder, with respect to each such mother/daughter/sister company .

Otherwise please see requirements under section 2 above.

Formatted: Justified, Left-to-right

Formatted: Justified