

Annex L

Tender No. 42240

Timetabling & Track Possession System

Warranty and Maintenance Terms

1. Definitions

“Project Implementation Period”: Period from commencement of system installation to Go-Live.

“Warranty Period”: Initial period following Go-Live during which the Supplier shall be fully responsible for correcting defects or malfunctions at no additional cost.

“Maintenance Period”: Period following the Warranty Period during which the Supplier shall provide ongoing maintenance, support, and system upgrades.

“Critical Defect”: Any defect causing system downtime, significant operational disruption, or breach of regulatory compliance.

“SLA”: Service Level Agreement setting forth response times, resolution times, and system availability metrics.

2. Warranty – Implementation Phase

1. The Supplier hereby warrants and represents that the system delivered under this Contract shall conform in all material respects to the agreed specifications and shall be free from defects in design, materials, and workmanship. The Warranty Period shall commence on the Go-Live date and continue for [36] months.
2. The Supplier shall, at its own cost, promptly correct or replace any defects or malfunctions reported by the Customer in accordance with the SLA:
Security patches, updates, and bug fixes necessary to maintain proper operation shall be provided at no additional cost.
3. The Supplier shall maintain compliance with all interfaces, integrations, and applicable regulatory requirements throughout the Warranty Period.

3. Maintenance – Post-Warranty Phase

1. The Supplier shall provide comprehensive maintenance services, including but not limited to: Preventive Maintenance: Proactive system monitoring, regular backups, performance optimization, and scheduled updates.

Corrective Maintenance: Timely troubleshooting and resolution of all reported defects.

2. Maintenance services shall comply with the SLA.
3. Response and resolution times for defects according to severity.
4. The Supplier shall deliver software upgrades, patches, and new releases necessary for compliance, technological enhancements, or operational improvements.

4. Transition from Warranty to Maintenance

1. Any unresolved defects at the conclusion of the Warranty Period (at level P3 and P4) shall automatically be carried over under Maintenance obligations.
2. The supplier will repair all critical bugs at level P1 and P2 before moving to the maintenance period.
3. The system shall transition seamlessly from Warranty to Maintenance Phase without service interruption.

5. Force Majeure

1. Neither party shall be liable for failure or delay in performance due to Force Majeure events, including natural disasters, acts of terrorism, or governmental actions, provided that the affected party promptly notifies the other and takes reasonable measures to mitigate the effects.

6. Changes and Improvements

1. Scope of Changes and Improvements

The Contractor shall provide, during the implementation and operational phases of the System, all necessary changes and improvements to ensure the System meets the functional, performance, and regulatory requirements specified in this tender.

Such changes may include, but are not limited to:

Updates to functionalities to comply with evolving standards or regulatory requirements (including ETCS updates).

Enhancements to user interface, reporting, or scheduling modules to improve usability and operational efficiency.

2. Procedure for Changes Requesting

- a. All requests for changes or improvements shall be formally submitted by the Israel Railway Authority in writing.
The Contractor shall provide an impact assessment, including technical feasibility, estimated cost, and schedule implications, within [5] working days from the receipt of the request

b. Implementation of Approved Change

Upon approval, the Contractor shall implement the changes according to the agreed schedule, ensuring minimal disruption to ongoing operations. All changes shall be fully documented, tested, and delivered in accordance with the System's quality assurance procedures.

i. Continuous Improvement

The Contractor shall proactively identify potential improvements that enhance system performance, reliability, or maintainability.

Recommendations for improvements shall be submitted regularly and shall be evaluated by the Railway Authority for possible implementation.

Sincerely,

Company _____

Date _____

First name _____

Last name _____

ID _____

Signature _____