



Tender No. 42232
For the Manufacture and Supply of Various Types of Mono-Block Wheels (“Tender”)

General Terms and Conditions

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

The manufacture and supply of Solid Mono-block Wheels for various types of Rolling Stock (collectively, the "**Mono-Block Wheels**"); all in accordance with and subject to the terms specified in these General Terms and Conditions and the accompanying Tender Documents.

1. **Pre-requisites for Participation in the Tender (the “Pre-requisites”):**
 - 1.1 The Bidder must be the manufacturer and supplier of the Mono-Block Wheels;
 - 1.2 The Manufacturing Plant must be certified for a Quality Control system in accordance with ISO 9001 the certification must be valid and up to date.
 - 1.3 The Bidder has manufactured and supplied, commencing from 2021 and up to the final submission date, at least ten thousand (10,000) Mono-Block Wheels;
2. **Proof of Compliance with the Pre-requisites**
 - 2.1 Bidder shall prove full compliance with the Pre-requisites specified in Section 1 above, by submitting to ISR all the details, documents and confirmations required under the provisions of the Pre-requisites which shall include, *inter alia*, the following:
 - 2.1.1. Bidders shall prove their full compliance with the Pre-requisite set forth in Section 1.1 by submitting a letter certifying that the Bidder is the manufacturer and the supplier of the Mono-Block Wheels.
 - 2.1.2. Bidders shall prove their full compliance with the Pre-requisite set forth in Section 1.2 by submitting an original copy of a valid certificate of the Manufacturing Plant for a quality control system in accordance with ISO 9001

standards. Such certification shall remain valid at all times, up until and including the Proposal Validity Period.

- 2.1.3. Bidders shall prove their full compliance with the Pre-requisite set forth in Section 1.3 by submitting a signed and completed experience and reference list, in the form attached hereto as Appendix D evidencing that the Bidder has manufactured and supplied, commencing from 2021 and until the submission date, at least Ten thousand (10,000) Mono-Block wheels.
- 2.1.4. Notwithstanding the aforesaid in this Section 2.1, ISR shall have the right, at its sole discretion, not to disqualify proposals which do not contain all the documents and certificates necessary to prove its compliance with the Pre-requisites. Furthermore, ISR shall have the right to accept slight deviations from certain requirements in the Technical Specification, at ISR's sole discretion.
- 2.1.5. ISR shall have the right, at its sole discretion, to request from any of the Bidders, details and/or approvals and/or recommendations and/or certificates and/or additional documents, necessary to enable ISR to reach the required decisions. 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.
- 2.1.6. The Bidder undertakes to maintain its compliance with the Pre-requisites specified in Section 1 above, at all times, up to and including the Proposal Validity Period as set forth in Section 14 below and throughout the Agreement period.
- 2.1.7. A Participant may demonstrate compliance with some or all the Technical Pre-Qualification Requirements set forth in Section 1 through a Mother Company and/or Daughter Company of such Participant.
- 2.1.8. Participant shall disclose the ownership and organizational structure of each Mother/Daughter Company through which it seeks to demonstrate compliance of a Technical Pre-Requisite Requirement as set forth in Section 1 and shall submit Attachment E with respect to such Mother/Daughter Company. Such disclosure and submission shall demonstrate, inter alia, the affiliation of the Participant and the Mother/Daughter Company.

3. **Term of the Agreement**

The term of the Agreement of the Mono-Block Wheels shall be in accordance with the terms and the conditions specified in the Agreement.

4. **Technical Requirements**

The proposed Mono-Block Wheels must fully comply with all the requirements and terms included in the Technical Specifications attached hereto as **Appendix A** (the “**Technical Specifications**”).

5. **Governing Agreement**

The manufacture and the supply of the Mono-Block Wheels, including but not limited to, the price, terms of payment, scope of liability, responsibility and all other general and legal terms for the engagement with the Winning Bidder (the “**Supplier**”), shall be governed by the terms and conditions of the framework Agreement attached hereto as **Appendix C** (the

“**Agreement**”). 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.

6. **Purchase Order**

The Agreement will be exercised through Purchase Orders, in accordance with the terms and the conditions specified in the Agreement.

7. **Delivery Terms**

The terms of supply and delivery of the Mono-Block Wheels shall be in accordance with the terms and the conditions specified in the Agreement.

8. **Time of Delivery**

The Delivery Time of the Mono-Block Wheels shall be in accordance with the terms and the conditions specified in the Agreement.

9. **Warranty**

The Mono-Block Wheels shall be fully warranted by the Supplier according to the terms and the conditions of the Agreement.

10. **Price Proposal**

10.1. The Bidder shall provide the proposed price for the manufacture and supply of the Mono-Block Wheels in the Bidder’s Proposal Form attached hereto as **Appendix B** (the “**Proposed Price for the Mono-Block Wheels**”), in accordance with the following instructions:

10.1.1 The Bidder shall provide the proposed price in the “Price per one Mono-Block Wheel” column for each and every type of Mono-Block Wheels.

10.1.2. The Bidder shall multiply the proposed price in the “Price per one Mono-Block Wheel” column by the quantity of Mono-Block Wheels specified in the “Quantity for 3 years ” column for each and every type of Mono-Block Wheels. The Bidder shall specify the result in the “Total Price” column.

10.1.3. The Bidder shall specify the “**Total Evaluated Price**” in **Appendix B** by adding all the total prices listed in the “Total Price” column.

10.2. In the event of a contradiction between the Price per Unit and the Total Price, the Price per Unit shall prevail.

10.3. Bidders must submit a Proposal for all types of Mono-Block Wheels.

10.4. The Proposed Price for the Mono-Block Wheels shall be quoted in the Bidder’s Proposal Form **in Euro (€) currency only**. The Proposed Price for the Mono-Block

Wheels is the final, complete and inclusive price that will be paid to the Supplier for the Mono-Block Wheels and the accompanying services to be provided by it. The Supplier shall not be entitled to any other payment, fee or compensation whatsoever from ISR.

11. **Terms of Payment**

Payment by ISR to the Supplier shall be according to the terms and the conditions of the Agreement.

12. **Evaluation process and 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 bellow, ISR shall examine ISR's experience with the Bidder, should that exist.

12.1.1. ISR reserves the right, in its sole discretion, to reject any 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 shall decide 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 decide 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 Section 1&2 above.

12.3. **Stage C- Technical Evaluation** – in parallel, the Technical Proposals shall be evaluated in accordance with the Technical Specifications. For the removal of doubt, 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 Bidders who satisfied Stage A-C above. The Commercial Proposals will be evaluated as further specified in Appendix B.

12.5. **Stage E- Selection of the Winning Proposal-** The criteria to be used by ISR for selecting the Winning Proposal shall include the lowest TEP for the Mono-Block Wheels as set out in Section 6 of the Bidder's Proposal Form (**Appendix B**).

12.6. Selection of the Standby Bidder- in addition to the Winning Bidder's selection, ISR shall select a standby Bidder, which has received the second best TEP, as the standby Bidder ("**Standby Bidder**").

- 12.7. It is hereby clarified that ISR reserves the right, at its sole discretion, to conduct 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.
- 12.8. 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.
- 12.9. In the event that ISR for any reason whatsoever does not enter into a contractual relationship with the Winning Bidder, and/or the Agreement with the Winning Bidder is cancelled 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.

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=0&dup&x=K1kO9YvAYBNPX01fzb3mQA%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**

All Proposals must be submitted to the Electronic Tender Box of Israel Railways at the Sourcingvision system, between ~~March 16~~ **May 26**, 2026, 08:00 (Israel Time) and ~~March 18~~ **May 28**, 2026, 23:59 (Israel time) ("**Final Submission Date**"). After this deadline, it will not be possible to submit Proposals to the Electronic Tender Box.

13.2.1. It is emphasized that only Proposals submitted to the Electronic Tender Box by the Final Submission Date will be reviewed by the 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.

13.2.2. 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.

13.2.3. 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 Meshik 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.

- 13.2.4. The clock of the Electronic Tender Box is the official clock for the submission deadlines in this Tender.
- 13.2.5. The Proposal shall be submitted by a single Bidder. Proposals submitted by more than one Bidder will be disqualified.
- 13.2.6. 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
- 13.2.7. 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.
- 13.2.8. 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.
- 13.2.9. 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.
- 13.2.10. It is recommended that the Bidder shall retain a copy of the Proposal submitted to the Electronic Tender Box.
- 13.2.11. 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).
- 13.2.12. The Bidder's Proposal shall include the following documents:
 - 13.2.12.1. A signed copy of the Technical Specifications (**Appendix A**).
 - 13.2.12.2. Company profile of the Bidder and its expertise; relevant information and data regarding the Mono-Block Wheels.
 - 13.2.12.3. 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).
 - 13.2.12.4. A letter certifying that the Bidder is the manufacturer and supplier of the Mono-Block Wheels set forth in Section 1.1.

- 13.2.12.5. A signed and completed Bidder's Proposal Form (**Appendix B**) ("**Commercial Proposal**")
- 13.2.12.6. A signed and completed Experience and Reference list, evidencing that from ~~2015~~ 2021 and up to the Final Submission Date, Bidder has manufactured and supplied at least fifty thousand (10,000) Solid (Mono-Block) Wheels (**Appendix D**).
- 13.2.12.7. Structure and Organization of the Mother/Daughter Company (**Appendix E**) if necessary.
- 13.2.12.8. A signed and completed - Tender Acceptance Letter (**Appendix F**)
- 13.2.12.9. A signed and completed Confidentiality Undertaking (**Appendix G**)
- 13.2.12.10. Any additional documents required pursuant to this General Terms and Conditions.

14. **Proposal's Validity**

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

15. **Appendices**

The following Appendices are attached hereto:

Appendix A – Technical Specifications for the Mono-Block Wheels

Appendix B – Bidder's Proposal Form.

Appendix C – A copy of the Agreement.

Appendix D – An Experience and Reference List.

Appendix E – *Structure and Organization of the Mother/Daughter Company*

Appendix F- Tender Acceptance Letter

Appendix G- Confidentiality Undertaking

16. Confidentiality and Proprietary Rights

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.

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 Mono-Block Wheels or to enter into 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 Mono-Block Wheels proposed by the Bidders are being manufactured. ISR may, at its sole and absolute discretion, contact and/or visit each of 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 Mono-Block Wheels acquired shall be on a non-exclusive basis and ISR, at its sole discretion may, at any time, obtain Mono-Block Wheels from any of the

Bidders, and/or may acquire similar or identical Mono-Block Wheels 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 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 bids 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 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 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.

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

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

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 ("**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 by the Electronic Tender Box of Israel Railways in the Sourcingvision system only no later than 23:59 on ~~January 24~~March 19, 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: Hilitb@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 (s) 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**"). Notification shall also be sent to the other Bidders. For the removal of doubt, the aforementioned notification of the winning bid shall not constitute the formation of a contract between ISR and such Bidder, and entering into a binding agreement is conditioned upon the fulfillment of all required terms and conditions as detailed in the Tender Documents and the Agreement.

Appendix A
Tender No. 42232

TECHNICAL SPECIFICATIONS
(Attached separately)

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Appendix B

Bidder's Proposal Form - Tender No. 42232

For the Manufacture and Supply of Various Types of Mono-Block Wheels

Date: _____

Israel Railways Ltd.
Procurement & Contracting Division
Yoseftal 1, 7136801
Lod, Israel

Name of Bidder: _____

Address: _____

Telephone: _____

Re: For the Manufacture and Supply of Various Types of Mono-Block Wheels

1. Bidder declares that it has read, fully understands, and agrees to the terms and conditions included in the Tender Documents of **Tender No. 42232**, including the General Terms and Conditions, the Technical Specifications 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 Manufacture and Supply of Various Types of Mono-Block Wheels ("**Mono-Block Wheels** ") as detailed in the Agreement.
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 **Mono-Block Wheels**, shall be denominated in Euros (€).
4. Bidder hereby acknowledges and declares that sums stated herein (**Appendix B**) shall the final, complete and inclusive price that will be paid to Supplier for all its undertakings under the Agreement, including all the related services, equipment, cost, fees duties and taxes as specified in the Agreement. 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 design, manufacture, assemble, exportation, supply and delivery of the Mono-Block Wheels , including but

not limited to transportation costs, custom agents' fees, purchase tax) in Hebrew 'Mas Kniya' or ("מס קניה" wharfage fees (in Hebrew "Dmei Ratzif"), 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 Rail Fastening Systems various separate Components and Dowel Replacement Tool at port, supervision while discharging at port, discharging terms at port, etc. , shall be considered as part of the Proposed Price for the Rail Fastening Systems various separate Components and Dowel Replacement Tool and shall be borne solely by Supplier (Winning Bidder). 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 Mono-Block Wheels.

6. The **Proposed Price** for each and every type of Mono-Block Wheels is as follows:

N.	Rolling Stock Type	Wheel diameter mm	Drawing N.	Price per one Mono-Block Wheel	Quantity for 3 years (for evaluation purposes only)	Total Price (Quantity for 3 years multiplied by Price per one Mono-Block Wheel)
2	Alstom DD	920	ME428.00.3		1550	
3	Siemens SD	920	ME437.00.3		340	
4	22.5Ton	920	ME399.00.3(B)		1500	
5	20 Ton	920	ME355.00.3(B)		300	
6	JT42BW	1016	ME418.00.3(A)		600	
7	EU4000	1067	ME456.001		180	
8	JT42CW/G M/NRE	1016	DG548.00.3C		500	
9	EU3200	1117	ME459.00.1		340	
10	TRAXX	1250	3EGS675111A0102		80	
11	TRAXX	1250	3EGS675111A2103		80	
12	DDEMU	920	A6Z99000931735		32	
13	DDEMU	920	A6Z99000935370		16	
Total Evaluated Price ("TEP")					5518 5470	

7. **Discount Rate** – A discount is granted for accumulated value ordered within one year by ISR (according to the proposed price in section 6) throughout the Agreement Period and Option Period, if exercised. The Discount Rate shall be applicable on the Proposed Mono-Block Wheels Price (mentioned in section 6 above), as follows:

Accumulated value of Wheels in one year *
0 to € 300,000 - No Discount
€ 300,001 up to € 1,000,000 - 1% Discount
€ 1,000,001 up to € 2,000,000 - 3% Discount
Above € 2,000,000- 4% Discount

*The annual weighted discount applies to the entire yearly procurement/orders, starting from the very first euro and above

8. **Linkage Mechanism**

8.1. the Proposed Price for the Manufacture and Supply of Various Types of Mono-Block Wheels shall be linked as follows:

8.1.1. 60% of the Proposed Price- shall be linked to the European Consumer Price Index (HICP EU27 - Overall index, Monthly Index, (2005=100) as published at Eurostat website:

<https://ec.europa.eu/eurostat/databrowser/bookmark/e510cb6a-f416-4a5b-8ba4-b207681ea38b?lang=en>

8.1.2. 40% of the Proposed Price shall be linked to- EU Steel cost index – the 'Euro area 27 countries - Manufacture of basic iron and steel and of ferro-alloys index', (2021=100), series key: C241 as published by Eurostat website:

<https://ec.europa.eu/eurostat/databrowser/bookmark/be472d59-0562-4500-b343-4452ae094e5c?lang=en>

8.2. The basic index for both indexes shall be the last known index on the Final Submission Date.

8.3. 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 8.2. The effective index will be the index known at the time of invoice issuance.

9. Bidder understands that payment by ISR to the Supplier for the Mono-Block Wheels shall be made by way of bank transfer in the mode and terms set forth in the Agreement.

Signature of Bidder

By: (print or type name):

Title:

Appendix C
Tender No. 42232

THE AGREEMENT

[\(Attached separately\)](#)

Appendix D
Tender No. 42232

Bidders Declaration Form

Confirming compliance with Pre-requisite set forth in Section 1
in Tender No. 42232 For the Manufacture and Supply of
Mono-Block Wheels (“Tender”)

The Bidder has manufactured and supplied from ~~2015~~ 2021 and up to the Final Submission Date at least fifty thousand (10,000) Solid Mono-Block Wheels ("Mono-Block Wheels").

Name of Customer	Number of Mono-Block Wheels supplied to such customer	The Type of Mono-Block Wheels manufactured and/or supplied	Year the Mono-Block Wheels were supplied and installed at Customer	Contact Person Details
		1. 2. 3.		Mr./Ms: _____ Title: _____ Phone No: _____

Bidder's Name: _____

Address: _____

Telephone: _____

Signature of Bidder: _____

By: _____

Title: _____

Appendix E
Tender No. 42232

Structure, Organization and Works of the
Mother/Daughter Company

- * *This Attachment E shall be submitted by a Participant wishing to demonstrate compliance with some or all the Technical Pre-Qualification Requirements through a mother/daughter company of such Participant, with respect to each such mother/daughter company. Otherwise please see requirements under Section 2 above.*

1. **Technical Pre-Qualification Requirement being demonstrated through Affiliate**

Technical Pre-Qualification Requirement being demonstrated through <u>Mother/Daughter Company</u> – Section n°.: _____	
Technical Pre-Qualification Requirement being demonstrated through <u>Mother/Daughter Company</u> – in words: _____	

2. **Details of Affiliation**

Name of <u>Mother/Daughter Company</u> (" <u>Affiliate</u> ") <i>[Note: please complete]</i>	_____
Type of affiliation <i>[Note: please mark only one of the alternatives]</i>	☐ Affiliate is Controlled by Participant. ☐ Participant is Controlled by Affiliate.

3. **Structure and Organization of the Affiliate**

Participant shall provide the following information with respect to Affiliate:

3.1 **General Details**

Name of the Affiliate	
Number and country of registration	
Date of establishment of the Affiliate	
Address	
Telephone number	
Facsimile number	
Registered office address	
E-mail Address	
Website	
General Description of the Affiliate (company's activities)	

3.2 **Affiliate's organizational structure**

3.3 **Affiliate's ownership structure**

Details of affiliation in case of carve-out

In case the affiliation was created during a carve-out procedure, please provide details of the process including, *inter alia*, transfer of assets between participant and affiliate.

Attorney Confirmation

~~I the undersigned _____, Adv. (license no. _____) hereby confirm that the Bidder's Proposal has been signed by the Bidder's duly authorized representative(s), that all consents required on the part of the Bidder for such signatures have been obtained, and that the above signature duly binds the Bidder for all intents and purposes.~~

Signature _____ Date _____

Appendix F
Tender No. 42232
Tender Acceptance Letter
(Attached separately)

Date: _____

Bidder: _____

Company No. _____

- ~~1. We have carefully read the Tender's Documents, for the above mentioned 'Tender' including the General Conditions, the Agreement 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, the Agreement 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, the Agreement 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 _____

Attorney Confirmation

I the undersigned _____, Adv. (license no. _____) hereby confirm that the Bidder's Proposal has been signed by the Bidder's duly authorized representative(s), that all consents required on the part of the Bidder for such signatures have been obtained, and that the above signature duly binds the Bidder for all intents and purposes.

Signature _____ Date _____

Appendix G
Tender No. 42232
Confidentiality Undertaking

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

in my possession. Furthermore, I hereby undertake to take part in any inquiry and/or investigative process conducted by the Railway, regarding the disclosure of Information not permitted by the Railway, anytime and anywhere I will be asked to do so.

12. My undertaking shall continue to apply after the termination of my relationship with the Railway for any reason and shall remain in effect until the Information becomes public knowledge or until such time the Railway confirms in writing that it does not oppose the dissemination of the Information.

Sincerely,

Company _____

First name _____

ID _____

Date _____

Last name _____

Signature _____