

ISRAEL RAILWAYS LTD.

TENDER No. 226218

**For
the Electrification of
Israel Railway's Railway Network**

**VOLUME 1 – ITB
TENDER FORMS**

July 2026

TENDER FORM “1”
THE BID BOND

To:
Israel Railways Ltd.
Lod

[], 2026

Re: **Guarantee no.**

Tender for Electrification of Israel Railway's Railway Network (the “Tender”) – (the “Bid Bond”)

At the request of _____ whose registered address is _____ (the “**Bidder**”), we hereby guarantee to pay you any amount requested by you in writing from the Bidder, up to an aggregate amount of five million NIS (NIS 5,000,000) (the “**Guaranteed Amount**”) *[to be completed pursuant to Section 1 (Amount of the Bid Bond) of Annex D (Bid Bond – General Provisions) of the ITB]*.

We hereby absolutely and unequivocally undertake to pay you any amount required in your demand up to the Guaranteed Amount within seven (7) days of the date on which your first written demand was received by us. Your demand for payment with regard to the Guaranteed Amount may be executed, in whole or in part, and payments will be executed in accordance with your demand provided that the overall total of the payments does not exceed the aggregate Guaranteed Amount.

Your written demand under this Bid Bond should be delivered by you, via registered mail or courier, to our address:

_____ *[insert the bank's address or the insurance company's address]*.

We hereby confirm that any amendments to the terms of the Tender from time to time shall in no way derogate from our undertakings in connection with this Bid Bond.

This Bid Bond is autonomous, unconditional, and shall not impose any requirement upon you to explain, prove or substantiate your demand or to demand at first payment thereof from the party demanding payment.

We hereby declare that the forfeiture of any part of this Bid Bond shall not impair its validity and the part that has not been forfeited shall stay valid.

This Bid Bond will not be assigned or transferred by you without our written prior consent.

This Bid Bond will become effective on the Bid Submission Date (i.e. December 8 – 9, 2026) and shall remain valid until _____[*to be updated by the Tender Committee, no later than 7 days prior to the Bid Submission Date*] and shall automatically be extended for an additional period of twelve (12) months, unless we receive, at the address specified above, a written notification signed by you instructing us not to automatically extend it for such duration or to extend the Bid Bond for a different duration or durations of time, which shall not exceed twelve (12) months in the aggregate.

This Bid Bond and any matter arising therefrom or related thereto shall be governed by the laws of the State of Israel, and the competent courts of Tel Aviv shall have exclusive jurisdiction with regard to any matter relating to this Bid Bond and all related matters.

Yours faithfully,

Authorized name / Authorized signatory of the bank + Signature / Signatures

TENDER FORM “2”
THE BID SUBMISSION LETTER

(To be completed by the Bidder)
(Capitalized terms shall have the meaning ascribed to them in the ITB)

To:
Chairman of the Tender Committee
Israel Railways Ltd.
Lod

Dear Sir,

Re: Tender for Electrification of Israel Railway's Railway Network

All capitalized terms not defined herein shall have the meaning attributed to them in the ITB and the Agreement.

In response to the Tender Documents issued on _____, extending an invitation to submit a Bid, we, the undersigned, _____ (*name of Bidder to be completed*) am pleased to submit my Bid and hereby warrant and represent as follows:

1. General Information Concerning the Bidder

Name: _____
Business Address: _____
Phone: _____
E-mail: _____

<u>Name</u>	<u>Title</u>	<u>E-mail and Tel.</u> <u>No.</u>
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2. Representative:

_____	_____	_____
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3. Legal Status:
(*check applicable*)

Limited Liability Company	☐
Other	☐

(explain)

Attached hereto are authenticated copies of the Bidder's certificate of incorporation and minutes of incorporation, or their equivalent within its domicile.

4. **Registration Number:**

Place of Registration:

Date of Registration:

5. **Interested Parties in
the Participating
Entity:**

1. [The following to be completed if the Bidder is relying on a Supporting Entity in Tender Form "6" (Experience in Design and Construction of Complex Infrastructure Projects)]:

The ☐ Bidder ☐ Major Subcontractor relied on _____ (the "**Supporting Entity**") in demonstrating experience in the _____ project [fill in the applicable referenced project], as listed in Tender Form "6" (Experience in Design and Construction of Complex Infrastructure Projects).

☐ The Supporting Entity is a Parent Company of the Bidder.

☐ The Supporting Entity is an SPV that is not a limited liability company, in which:

(i) The Bidder / Major Subcontractor Effectively held _____% (at least fifty one percent (51%)) of the shares, of all partnership interests (as applicable) and of all other Means of Control; and

(ii) All Entities which directly held the Means of Control in the SPV were responsible, jointly and severally, for the execution of the relevant works.

☐ The Supporting Entity is an SPV that is a limited liability company, in which the Bidder Effectively held _____% (at least fifty one percent (51%)) of the shares, of all partnership interests (as applicable) and of all other Means of Control.

☐ The Supporting Entity is a Subsidiary held by the Bidder, in which the Bidder Effectively held _____% (at least fifty one percent (51%)) of the shares, of all partnership interests (as applicable) and of all other Means of Control.

6. After having thoroughly and carefully read the Tender Documents, I hereby acknowledge and declare that I have studied, examined and assessed, with the help of appropriate experts, and am satisfied with all relevant matters and details which can affect the execution of the Project

by me in accordance with the provisions of the Tender Documents and fully understand the substance of the Project and required works, equipment, services and risks. I execute this document as part of the materials comprising the Bid for provision of the Services.

7. I understand that the Bidder undertakes, and is solely responsible for, all risks connected with the Project, unless explicitly stated otherwise in the Agreement, and I have accounted for those risks in my Bid. In addition, I understand that ISR does not represent or warrant that the information which it has made available to us is either complete or accurate, unless expressly stipulated otherwise in the Tender Documents
8. I acknowledge that I have received the complete Tender Documents, that I have read, considered and understood the Tender Documents (including the implications of the performance of the Works), and that I accept the terms and conditions thereof and all obligations and undertakings specified or implied therein.
9. I have read, understood, accept and will comply with all the relevant terms and provisions in the Agreement.
10. I accept and agree that the Bidder's obligations as set forth in the Tender Documents include all terms and provisions expressly set forth therein, as well as any obligations, works, or other requirements which are not expressly set forth and which are directly or indirectly related to the full performance of its obligations in full compliance with all provisions of the Tender Documents.
11. I hereby warrant and represent that I possess the requisite expertise, knowledge, know-how and financial strength required to perform all my obligations in accordance with the Tender Documents.
12. The Bid is accurate, complete and up-to-date at the time of the Bid Submission Date, is fully compliant with the provisions of the Tender Documents, and I have not omitted therefrom any relevant details or information.
13. I accept and undertake to remain committed to this Bid throughout the Tender Process.
14. The Bid, and any undertakings of the Bidder thereunder, have been duly approved by any entity whose approval is required (including the Bidder), and the Bid is valid and commits the Bidder for all purposes and intents.
15. The Bidder and its Major Subcontractor and Guarantor are participating in the Tender Process only within this Bid. For the purpose of this clause, the terms "Bidder", "Major Subcontractor", and "Guarantor" shall be deemed to include any entity which exercises Control over such Entity, is under the common Control of such Entity or is Controlled by such Entity.
16. I acknowledge and agree that the Tender Committee shall be entitled, at its sole and absolute discretion, to forfeit the Bid Bond, or any part thereof, in accordance with the provisions of Tender Documents. The Bid Bond may be forfeited as agreed liquidated damages and not by way of penalty, which I agree is a genuine pre-estimate of the damages. The forfeiture of the Bid Bond shall not prejudice the Tender Committee's right to pursue any other rights or remedies to which it is entitled by Law.

17. I acknowledge and agree that I shall bear any and all costs associated with the preparation and submission of my Bid and ISR and the Tender Committee shall not be responsible or liable in any way for any such costs and expenses, regardless of the conduct or outcome of the Tender Process.
18. The Bidder hereby warrants and represents that it complies and satisfies all of the requirements stipulated in Sections 3.4.1 – 3.4.10 of the ITB.
19. I represent and warrant that the Bidder and its Major Subcontractor or Guarantor (if applicable) have not engaged with any Advisors for the purpose of this Invitation, the Tender Process or the performance of the project, other than in accordance with the provisions of Section 2.16 (*Conflict of Interest and Advisors to the Tender Committee*) of the ITB.
20. I acknowledge and agree that the Tender, including the Tender Documents, shall be governed by and construed solely in accordance with the Laws of the State of Israel and the authorized courts in Tel Aviv, Israel shall have sole and exclusive jurisdiction over any dispute arising from or in connection with the Tender, the Tender Documents, the Agreement and the Works, subject to the provisions of the Agreement.
21. Without derogating from the provisions of the Agreement, during the Tender Process I undertake to notify the Tender Committee of any changes which may occur with respect to the Bidder, its Major Contractor and Guarantor(s) (if applicable) following the Bid Submission Date.
22. I undertake to declare before the Tender Committee any action or omission which may directly or indirectly affect my capability of executing the Project, as well as any information that had it been known to the Tender Committee, the Tender Committee shall have been entitled to take the matter under consideration, including the right to issue a request for clarification and consider the continued participation of the Bidder in the Tender Process.
23. Detailed herein is information which the Bidder considers to be of a commercially sensitive or secret nature [*to be completed in accordance with the provisions of Section 9.9 (Identification of Sensitive and Classified Information and Disclosure of Documents) of the ITB*]:
- _____
- _____
- _____
24. The undersigned acknowledges receipt, understanding and full consideration of the Addenda and Amendments to the Tender Documents issued following the publication date of the Tender, including, without limitation, Addenda No. _____ to _____ [*to be completed by the Bidder*].
25. Subject to the provisions of the Tender Documents, the validity of the Bid and all associated documents and Tender Forms is twelve (12) months as of the Bid Submission Date.

26. I acknowledge and accept that pursuant to the Tender Documents, ISR may require, prior to the expiration of the Bid, to extend the period of validity of the Bid; Concurrently with the extension of the period of validity of the Bid, I shall also extend the Bid Bond in accordance with the Tender Documents requirements. I acknowledge that I shall not be permitted to modify the Bid due to such extension of the validity period.
27. The Bidder acknowledges and accepts that a breach of any of the undertakings, agreements or representations contained herein, in part or entirety, will constitute a cause for the disqualification of the Bid, and hereby agree to indemnify the Tender Committee ISR for all damages incurred as a result of such a breach.
28. With respect to Annex G (ICA Appendix (Mandatory Industrial Cooperation)), I hereby warrant and represent that this Bid was submitted, inter alia, after examining all the obligations and conditions contained therein and I undertake to perform any and all obligations stipulated therein or obligations that arise or result from the stipulated obligations, as set out in Annex G (*ICA Appendix (Mandatory Industrial Cooperation)*) and anything resulting therefrom.

Faithfully yours,

Date

Stamp and Signature

I, _____, the undersigned, hereby confirm that on _____ [date], _____ [name], Israeli I.D. number / _____ [country] Passport number _____, who is authorized to sign on behalf of _____, and to commit it for purposes of the above stated Tender Form, for all purposes and intents, appeared before me, and after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by Law, signed this statement in my presence.

Name: _____

Stamp and Signature: _____

Date: _____

Attorney

ATTACHMENT “A” TO TENDER FORM “2”
BIDDER’S INCORPORATION DOCUMENTS

TENDER FORM “3”
MAJOR SUBCONTRACTOR UNDERTAKING

(To be completed by the Major Subcontractor)
(Capitalized terms shall have the meaning ascribed to them in the ITB)

To:
Chairman of the Tender Committee
Israel Railways Ltd.
Lod

Dear Sir,

Re: Tender for Electrification of Israel Railway's Railway Network

We, the undersigned, hereby issue this undertaking, as part of the Bid submitted by _____ *[name of Bidder to be inserted]* (the “**Bidder**”), pursuant to the Tender Documents, as the Major Subcontractor of the Bidder.

We hereby warrant, represent, covenant, and guarantee all of the following:

2. *[The following to be completed if the Major Subcontractor is relying on a Supporting Entity in Tender Form “5” (Experience in Design and Erection of Overhead Contact Systems (OCS))]:*

The Major Subcontractor relied on _____ (the “**Supporting Entity**”) in demonstrating experience in the _____ project *[fill in the applicable referenced project]*, as listed in Tender Form “5” (Experience in Design and Erection of Overhead Contact Systems (OCS)).

☐ The Supporting Entity is a Parent Company of the Major Subcontractor.

☐ The Supporting Entity is an SPV that is not a limited liability company, in which:

(iii) The Major Subcontractor Effectively held _____% (at least fifty one percent (51%)) of the shares, of all partnership interests (as applicable) and of all other Means of Control; and

(iv) All Entities which directly held the Means of Control in the SPV were responsible, jointly and severally, for the execution of the relevant works.

☐ The Supporting Entity is an SPV that is a limited liability company, in which the Major Subcontractor Effectively held _____% (at least fifty one percent (51%)) of the shares, of all partnership interests (as applicable) and of all other Means of Control.

☐ The Supporting Entity is a Subsidiary held by the Major Subcontractor, in which the Major Subcontractor Effectively held _____% (at least fifty one percent (51%)) of the shares, of all partnership interests (as applicable) and of all other Means of Control.

3. We are duly organized and validly existing under the laws of the jurisdiction in which we were organized.

Attached hereto are authenticated copies of the Major Subcontractor's certificate of incorporation and minutes of incorporation, or their equivalent within its domicile.

4. Any of the documents signed by us shall remain valid and in full force and effect for the time period set forth in the Agreement or any other Tender Document, as applicable.
5. We acknowledge and agree that our signatures on the Bid documents and the Tender Forms pertaining to us shall fully bind us with regard thereto.
6. Each of the warranties and representations set forth under the Tender Documents and the Bid, to the extent that they are relevant to us, as warranted, represented and covenanted by the Bidder should be deemed to have been given by us in our capacity as a Major Subcontractor.
7. We have received and diligently reviewed all of the Tender Documents, to the extent that they are relevant to us, in their entirety, including all annexes, exhibits, appendices, volumes and other attachments relevant to us and consent to all of the terms and conditions set forth therein. We have understood the contents of such Tender Documents in their entirety, are fully familiar with all the provisions thereof, and have executed this Tender Form in accordance with the provisions of the Tender Documents. We further declare that we agree to all of the provisions in the Tender Documents pertaining to Major Subcontractors, we confirm that each of the undertakings set forth therein should be deemed to have been given by us, insofar as such undertakings directly pertain to us and undertake to be bound by all the operative provisions contained therein.
8. We acknowledge that in the event of any conflict or inconsistency between any of the provisions of the Tender Documents and its contractual obligations with the Bidder with respect to the Works – the provisions of the Tender Documents will prevail.
9. We warrant that the information in the Bid pertaining to the Major Subcontractor is accurate, complete and up-to-date at the time it was given.
10. The Major Subcontractor hereby warrants and represents that it complies with and satisfies all of the requirements stipulated in Sections 3.4.1 - 3.4.10 of the ITB.
11. We undertake that we shall remain committed to this Bid throughout the Tender Process; as such Bid may be amended or renewed according to the authority of the Tender Committee.
12. We acknowledge and agree that all costs arising from or related to the submission of our part of the Bid, including, without limitation, our review of all of the relevant Tender Documents, shall be borne solely and entirely by us and the Bidder and that we shall have no claim, suit or cause of action with regard to any such costs.
13. With respect to Annex G (*ICA Appendix (Mandatory Industrial Cooperation)*), we hereby warrant and represent that we have examined all the obligations and conditions contained therein and we undertake to perform any and all obligations stipulated therein or obligations that arise or result from the stipulated obligations, as set out in Annex G (*ICA Appendix*

(Mandatory Industrial Cooperation)) and anything resulting therefrom.

14. This undertaking shall be governed and construed in accordance with the provisions of all applicable Laws.
15. The applicable courts in Tel Aviv shall have the sole jurisdiction over all matters and all disputes arising in connection with this undertaking.

Faithfully yours,

Date

Stamp and Signature

I, _____, the undersigned, hereby confirm that on _____ [date], _____ [name], Israeli I.D. number _____ / _____ [country] Passport number _____, who is authorized to sign on behalf of _____, and to commit it for purposes of the above stated Tender Form, for all purposes and intents, appeared before me, and after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by Law, signed this statement in my presence.

Name: _____

Stamp and Signature: _____

Date: _____

Attorney

ATTACHMENT “A” TO TENDER FORM “3”
MAJOR SUBCONTRACTOR’S INCORPORATION DOCUMENTS

TENDER FORM “4”
GUARANTOR UNDERTAKINGS

(To be completed by each Guarantor on a separate form)
(Capitalized terms shall have the meaning ascribed to them in the ITB)

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Guarantor):

1. The Guarantor Controls the _____ [name of Bidder] (the “**Relying Bidder**”) by means of _____*;

**Please attach to this Tender Form “4”, appropriate explanation, attested to by an attorney, demonstrated by applicable documentation, of such Control.*

2. The Guaranteed Portion: _____%.
3. The Relying Bidder has informed the Guarantor of the ITB and its participation in the Tender Process as a Bidder.
4. The Guarantor hereby requests that its own financial information, which is included in the Bid submitted by the Bidder, will be taken into account in determination of Relying Bidder’s compliance with the Financial Threshold Requirements set forth in Section 6 of the ITB, instead of or together with such Bidder’s financial information.
5. The Guarantor shall provide the Tender Committee with any information (including any financial information) which may be required by the Tender Committee at any stage of the Tender Process in order to carry out its evaluation of the Bid.
6. Each of the warranties and representations set forth under the Tender Documents and under the Bid submitted by the Bidder with respect to the Guarantor, as warranted, represented and covenanted by the Bidder should be deemed to have been given by us.
7. The Guarantor hereby warrants and represents that it complies with and satisfies all of the requirements stipulated in Sections 3.4.1 - 3.4.10 of the ITB.
8. We have no claims with regard to misunderstandings, confusion, or conflict of provisions with regard to any of the provisions of the Tender Documents and/or with regard to the evaluation and procedures for choosing the Successful Bidders, and to the extent that we had such claims we submitted such claims prior to the Bid Submission Date. By signing this undertaking we hereby waive any such claims.
9. We undertake that in any event we shall not undertake any legal action intended to delay, postpone or halt the Tender Process or the Project.
10. We undertake to remain committed to this Bid throughout the Tender Process, as such Bid may be amended or renewed according to the authority of the Tender Committee.
11. We acknowledge and agree that all costs arising from or related to the submission of the Bid, including, without limitation, our review of all of the Tender Documents, shall be borne solely and entirely by the Bidder and that we shall have no claim, suit or cause of

action with regard to any such costs.

Unless otherwise defined herein, all the capitalized terms in this Tender Form shall have the meaning ascribed thereto under the ITB.

Faithfully yours,

I, _____, the undersigned, hereby confirm that on _____ [date], _____
[name], Israeli I.D. number _____ / _____ [country] Passport number
_____, who is authorized to sign on behalf of _____, and to commit it for
purposes of the above stated Tender Form, for all purposes and intents, appeared before me, and
after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she
shall be liable to the punishments prescribed by Law, signed this statement in my presence.

Name: _____

Stamp and Signature: _____

Date: _____

Attorney

TENDER FORM “5”
EXPERIENCE IN DESIGN AND ERECTION OF OVERHEAD CONTACT SYSTEMS
(OCS)

(To be completed by the Bidder or the Major Subcontractor (as applicable) for the purpose of demonstrating compliance with the Threshold Requirement specified in Section 5.1. (Experience in Design and Erection of Overhead Contact Systems (OCS)) of the ITB)
(Capitalized terms shall have the meaning ascribed to them in the ITB)

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Bidder or Major Subcontractor):

Project Details	Project			
	“1”	“2”	“3”	“4”
Name of Project				
Description of Project:				
Type of Project	☐ OCS design ☐ Erection of OCS ☐ Design and erection of OCS	☐ OCS design ☐ Erection of OCS ☐ Design and erection of OCS	☐ OCS design ☐ Erection of OCS ☐ Design and erection of OCS	☐ OCS design ☐ Erection of OCS ☐ Design and erection of OCS
Location of Project (city and country)				
Length of Railway	km	km	km	km
Date of Completion [MM/YYYY]				
Integration with existing OCS network	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
TSI certified	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Client Details and Contact Person Information				
Executed by a	☐ Yes: _____	☐ Yes: _____	☐ Yes: _____	☐ Yes: _____

Project Details	Project			
Supporting Entity	☐ No	☐ No	☐ No	☐ No

Additional Relevant Information:

To the extent the referenced project was executed by a Supporting Entity, please provide details with respect to the Supporting Entity and the connection between such entity and the Experience Provider (please include a chart describing the structure of holdings))

Faithfully yours,

Date

Stamp and Signature

I, _____, the undersigned, hereby confirm that on _____ [date], _____ [name], Israeli I.D. number _____ / _____ [country] Passport number _____, who is authorized to sign on behalf of _____, and to commit it for purposes of the above stated Tender Form, for all purposes and intents, appeared before me, and after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by Law, signed this statement in my presence.

Name: _____

Stamp and Signature: _____

Date: _____

Attorney

TENDER FORM “6”
EXPERIENCE IN DESIGN AND CONSTRUCTION OF COMPLEX INFRASTRUCTURE PROJECTS

*(To be completed by the Bidder for the purpose of demonstrating compliance with the Threshold Requirement specified in Section 5.2. (Experience in Design and Construction of Complex Infrastructure Projects) of the ITB)
(Capitalized terms shall have the meaning ascribed to them in the ITB)*

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Bidder):

Project Details	Project			
	“1”	“2”	“3”	“4”
Name of Project				
Description of Project:				
Type of Project –	☐ Complex Infrastructure Project	☐ Complex Infrastructure Project	☐ Complex Infrastructure Project	☐ Complex Infrastructure Project
Type of Infrastructure				
Location of Project (city and country)				
Role in the Project –	☐ Main Contractor	☐ Main Contractor	☐ Main Contractor	☐ Main Contractor
Date of Completion [MM/YYYY]				
Contract Value (in the original currency) [name the currency]				
Relevant exchange rate*				
Client Details and Contact Person Information				
Executed by a	☐ Yes: _____	☐ Yes: _____	☐ Yes: _____	☐ Yes: _____

Project Details	Project			
Supporting Entity	☐ No	☐ No	☐ No	☐ No

(*) the relevant exchange rate and the currency conversion (to the extent required), shall be made in accordance with the provisions of Section 7.2 (Exchange of Currency) of the ITB.

Additional Relevant Information:

To the extent the referenced project was executed by a Supporting Entity, please provide details with respect to the Supporting Entity and the connection between such entity and the Experience Provider (please include a chart describing the structure of holdings))

Faithfully yours,

Date

Stamp and Signature

I, _____, the undersigned, hereby confirm that on _____ [date], _____ [name], Israeli I.D. number _____ / _____ [country] Passport number _____, who is authorized to sign on behalf of _____, and to commit it for purposes of the above stated Tender Form, for all purposes and intents, appeared before me, and after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by Law, signed this statement in my presence.

Name: _____

Stamp and Signature: _____

Date: _____

Attorney

TENDER FORM “7”

FINANCIAL THRESHOLD REQUIREMENTS COMPLIANCE

*(To be completed by the Bidder or its Guarantor (as applicable))
(Capitalized terms shall have the meaning ascribed to them in the ITB)*

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of the Bidder or Guarantor (as applicable)) (in this Tender Form, the “**Demonstrating Entity**”).

The Demonstrating Entity confirms that this Tender Form is submitted for the purpose of demonstrating compliance with Sections 6.1 (Turnover), 6.2 (Operating Cash Flow) and 6.3 (Equity) of the ITB, as applicable to the Bidder or the Guarantor.

1. Financial Data of _____ (name of Demonstrating Entity): (*)

1.1. Turnover

Year	$t - 2$	$t - 1$	t
Turnover (TO) – in the original currency (name the currency: _____)			
Currency exchange rate (Section 7.2 of the ITB)			
Turnover (TO) – in NIS			

The Weighted Average Turnover of the Demonstrating Entity is _____, calculated in accordance with Section 6.1.1 of the ITB:

$$WATO = \frac{3 * TO_{(t)} + 2 * TO_{(t-1)} + 1 * TO_{(t-2)}}{6}$$

Where:

WATO – Weighted Average Turnover

TO – Demonstrating Entity’s annual turnover for the applicable year in accordance with its annual Financial Statements for that year.

t – Most recent year for which the Demonstrating Entity has annual Financial Statements (provided such are not earlier than 2025).

1.2. **Equity**

Year	Year of most recent annual Financial Statement
Equity – in the original currency (name the currency: _____) (based on most recent annual Financial Statements (provided such are not earlier than for the year 2025))	
Currency exchange rate (Section 7.2 of the ITB)	
Equity – in NIS	

1.3. **Operating Cash Flow**

Year	$t - 2$	$t - 1$	t
Operating Cash Flow (CF) – in the original currency			

The Weighted Average Operating Cash Flow of the Demonstrating Entity is _____, calculated in accordance with Section 6.2.2 of the ITB.

$$WAOCF = \frac{3 * CF_{(t)} + 2 * CF_{(t-1)} + 1 * CF_{(t-2)}}{6}$$

Where:

WAOCF – Weighted Average Operating Cash Flow

CF – Demonstrating Entity's operating cash flow for the applicable year in accordance with its annual Financial Statements for that year.

t – Most recent year for which the Demonstrating Entity has annual Financial Statements (provided such are not earlier than 2025).

The Demonstrating Entity's Weighted Average Operating Cash Flow: *[check applicable]*

- ☐ is not negative.
- ☐ is negative, and the ratio between:
- (a) the absolute value of *[check applicable]* ☐ The Demonstrating Entity's WAOCF; or ☐ The Demonstrating Entity's operating cash flow based on its most recent annual Financial Statements (provided such are not earlier than for the year 2025), and
 - (b) the Demonstrating Entity's equity on the last day of its most recent annual Financial Statements (provided that such are not earlier than for the year 2025),
- is less than 25%.

() All data conversion in this Tender Form shall be made in accordance with the provisions of Section 7.2 (Exchange of Currency) or 7.3 (Conversion of Currencies) (as applicable) of the ITB.*

2. Attached as **Attachment "A"** to this Tender Form "7" are the Financial Statements of the Demonstrating Entity for the years _____ (t-2), _____ (t-1), _____ (t) *(to be completed as applicable)*.

[Signature page follows]

[Tender Form “7” signature page]

Stamp and Signature

Date

Confirmation of
signatory rights^(*)

Date

Submitting Entity

() In his/her signature the attorney or the public notary (as applicable) attests and confirms that the signatory(ies) on behalf of the Demonstrating Entity is/are authorized to sign on behalf of the Demonstrating Entity and to commit the Demonstrating Entity for purposes of this Tender Form, for all purposes and intents. The attorney or the public notary (as applicable) also confirms that the signatory(ies) on behalf of the Demonstrating Entity appeared before him/her and after being cautioned that they are required to state the truth, and that if they fail to do so they shall be liable to the punishments prescribed by law, signed this statement in his/her presence.*

ATTACHMENT “A” TO TENDER FORM “7”
FINANCIAL STATEMENTS

(To be attached by the Demonstrating Entity)

TENDER FORM “8” **FORM OF AFFIDAVIT**

Each Participating Entity who is incorporated in the State of Israel or registered in the State of Israel as a Foreign Company, as defined under the Companies Law 1999, shall complete the following Affidavit, as required pursuant to the Public Entities Transactions Law 1976, and shall attach hereto an ascertainment of regular reports or revenues to the tax assessor and the director of V.A.T. in transactions that are taxable under the Value Added Tax Law 1975.

(Capitalized terms shall have the meaning ascribed to them in the ITB)

Affidavit

Pursuant to Articles 2b1(a) and 2b(b) of Public Entities Transactions Law, 5736-1976 (hereinafter: **“Public Entities Transactions Law”**):

I the undersigned _____ [Declarant's Full Name], bearer of _____ [Country] passport/Israeli I.D. no. _____, having been forewarned that I am to declare the truth and that I will be subject to the penalties imposed by law if I do not do so, hereby affirm in writing as follows:

1. I am authorized to make this affidavit on behalf of _____, the [check the applicable] ☐ Bidder / ☐ Major Subcontractor / ☐ Guarantor (hereinafter: the **“Stating Entity”**) by the authorization of the company;
2. The terms and phrases in this affidavit are in accordance with their meaning as ascribed in the Invitation and the Public Entities Transactions Law.
3. I hereby declare that the Stating Entity is in compliance with the following [check the applicable]:
 - ☐ Neither the Stating Entity nor its affiliates* have been convicted of more than two (2) offences under the Minimum Wage Law, 5747-1987 or the Foreign Workers Law, 5751-1991 (*affiliate for the purpose of this Affidavit, shall have the meaning ascribed thereto in the Public Entities Transactions Law).
 - ☐ The Stating Entity or its affiliates have been convicted of more than two (2) offences, however at the Bid Submission Date at least one (1) year has elapsed since the last conviction date.
4. I hereby declare that the Stating Entity is in compliance with the following [check the applicable]:
 - ☐ Alternative A – The provisions of Article 9 of the Equal Rights for People with Disabilities Law, 5758-1998 (**“Equal Rights Law”**) do not apply to the Stating Entity.
 - ☐ Alternative B – The provisions of Article 9 of the Equal Rights Law apply to the Stating Entity and it is in compliance with them, and the following applies [check the applicable]:
 - ☐ The Stating Entity does not employ over 100 employees;
 - ☐ The Stating Entity employs over 100 employees, and [check the applicable]:

- ☐ Declares that it will apply to the general manager of the Ministry of Labor, Social Affairs and Social Services for the evaluation of its compliance with its obligation under Article 9 of the Equal Rights Law, and should it be deemed necessary – be provided with guidance for their compliance; or
- ☐ Declares that it had previously applied to the general manager of the Ministry of Labor, Social Affairs and Social Services for the scrutiny of its compliance with its obligation under Article 9 of the Equal Rights Law, and, if it was provided with guidance for compliance with them, it had acted accordingly.

If this declaration is made pursuant to Alternative B above, the Stating Entity hereby commits, within thirty (30) days of the Bid Submission Date, to provide a copy of this declaration to the general manager of the Ministry of Labor, Social Affairs and Social Services.

5. This is my name, this is my signature and the content of the Affidavit above is true.

Date

Stamp and Signature

I, _____, the undersigned, hereby confirm that on _____ [date], _____ [name], Israeli I.D. number _____ / _____ [country] Passport number _____, who is authorized to sign on behalf of _____, and to commit it for purposes of the above stated Tender Form, for all purposes and intents, appeared before me, and after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by Law, signed this statement in my presence.

Name: _____

Stamp and Signature: _____

Date: _____

Attorney

TENDER FORM “9” **PRICE PROPOSAL**

1. Bidders shall fill in and submit the Bill of Quantities attached as attachment 1 to this Tender Form “9” (*Price Proposal*) (“**BOQ**”) in accordance with the instructions detailed in **Annex F** (*Price Proposal – Submission Instructions and Evaluation Criteria*) and the instructions hereunder.
2. All prices and rates quoted in the BOQ are exclusive of VAT, presented in real terms true to the Bid Submission Date, and without any indexation, adjustment or other linkage mechanism.
3. Unless explicitly stated otherwise in the Agreement, the prices proposed by the Bidder in the BOQ shall be conclusive of all costs, overheads, risks and profits, including payment and reimbursement for and in respect of any works performed on Fridays, Saturdays and holidays, all as required by the Bidder for the execution and completion of the Works under the Agreement.
4. Bidders shall fill in all cells in the BOQ with light blue background (open for editing).
5. All other cells – calculations cells (grey background) and fixed figures cells (white background) – are prohibited from changes or filling in by the Bidders.
6. It is clarified that the quantities specified in column H to the BOQ do not reflect the actual quantities of the Works and are provided solely for the purpose of evaluating the prices quoted by the Bidders in the BOQ on an equal basis.
7. The BOQ includes 4 categories of pricing as follows:

7.1. Table 1 – BOQ Categories - Instructions and Limitation:

Category	Chapter Number	Title	Instructions and Limitation
Category A - Design & Construction of Sections	1	1x25 system - Green Field	Open pricing per each work / task Pricing shall include all works related to the respective Assignment / Task, excluding works under Chapter 7, OCS C200 ISR Small Works, which will be priced separately

	2	1x25 system - Grey Field	Open pricing per each work / task with limitation (detailed in table 2 below) Pricing shall include all works related to the respective Assignment / Task, excluding works under Chapter 7, OCS C200 ISR Small Works, which will be priced separately
	3	2x25 system - Green Field	Open pricing per each work / task with limitation (detailed in table 2 below) Pricing shall include all works related to the respective Assignment / Task, excluding works under Chapter 7, OCS C200 ISR Small Works, which will be priced separately
	4	2x25 system - Grey Field	Open pricing per each work / task with limitation (detailed in table 2 below) Pricing shall include all works related to the respective Assignment / Task, excluding works under Chapter 7, OCS C200 ISR Small Works, which will be priced separately
	5	SCADA	Open pricing per each work / task
Category B - Design & Construction of small works	6	OCS Small works	Discount rate to Basic Unit Price (NIS)
	7	OCS C200 ISR Small Works	Discount rate to Basic Unit Price (NIS)
	8	SCADA Materials	Discount rate to Basic Unit Price (NIS)
Category C - Dismantling	9	Dismantling works	Discount rate to Basic Unit Price (NIS)

Category D - Resources	10	Resources	Fixed sum, not to be priced
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7.2. Table 2 – Instructions for Filling in the BOQ by Chapters:

Instructions for Filling in the BOQ by Chapters			
Category	Chapter Number	Chapter Name	Pricing and Limitations
Category A - Design & Construction	1	1x25 system - Green Field	Quotation of lump-sum price
	2	1x25 system - Grey Field	The quoted price may not exceed 30% above or 20% below the corresponding work/ task price quoted in Chapter 1
	3	2x25 system - Green Field	The quoted price may not exceed 30% above or 20% below the corresponding work/ task price quoted in Chapter 1
	4	2x25 system - Grey Field	The quoted price may not exceed 30% above or 20% below the corresponding work/task price quoted in Chapter 3.
	5	SCADA	Quotation of lump-sum price
Category B - Design & Construction of small works	6	OCS Small works	The Bidder shall propose a discount rate on the basic unit prices specified in the BOQ (the “Basic Price”). The discount rate over the Basic Price shall not exceed thirty percent (30%) below the Basic Price.

	7	OCS C200 ISR Small Works	The Bidder shall propose a discount rate on the basic unit prices specified in the BOQ (the “Basic Price”). The discount rate over the Basic Price shall not exceed thirty percent (30%) below the Basic Price.
	8	SCADA Materials	The Bidder shall propose a discount rate on the basic unit prices specified in the BOQ (the “Basic Price”). The discount rate over the Basic Price shall not exceed thirty percent (30%) below the Basic Price.
Category C - Dismantling	9	Dismantling works - OCS	The Bidder shall propose a discount rate on the basic unit prices specified in the BOQ (the “Basic Price”). The discount rate over the Basic Price shall not exceed thirty percent (30%) below the Basic Price.
Category D - Resources	10	Resources	The unit prices of works/tasks specified in Chapter 10 are fixed and are not subject to pricing and/or changes by the Bidders. It is clarified that all works/tasks specified in Chapter 10 are included in Chapters 1 to 9 above. The Contractor shall be entitled to be paid works/tasks under this Chapter 10 only to the extent ISR issues an instruction after commencement of Works under a Work Order to reinforce specific resources specified in Chapter 10.

8. Any offer exceeding the limitations specified in table 2 above will be deemed non-compliant and may be disqualified or amended by ISR.

ATTACHMENT 1 TO TENDER FORM “9”
BOQ

(To be completed by the Bidder)

To:
Chairman of the Tender Committee
Israel Railways Ltd.

Dear Sir,

Re: **Tender for Electrification of Israel Railway's Railway Network**

The undersigned, _____ (*name of Bidder to be completed*) (the “**Bidder**”) hereby submits this **Attachment 1** (*Bill of Quantities (BOQ)*) to **Tender Form “9”** (*Price Proposal*), as part of the Bid submitted by the Bidder pursuant to the Tender Documents.

The Bidder is requested to fill in the attached excel in accordance with the specifications in **Tender Form “9”** (*Price Proposal*) and in **Annex F** (*Price Proposal – Submission Instructions and Evaluation Criteria*) of the ITB.

[BOQ Excel attached separately]

Faithfully yours,

Date

Stamp and Signature

I, the undersigned, _____, ☐ attorney-at-law ☐ public notary [*check applicable box*], hereby confirm that on _____, Mr./Mrs. _____, I.D./passport No. _____ appeared before me, and after being cautioned that he/she is required to state the truth, and that if he/she fails to do so he/she shall be liable to the punishments prescribed by law, signed this statement in my presence.

In addition, I, _____, ☐ attorney-at-law ☐ public notary [*check applicable box*], hereby do attest and confirm that _____ is authorized to sign on behalf of _____, and to commit it for purposes of the above stated Tender Form, for all purposes and intents.

Attorney-at-Law / public notary

TENDER FORM “10”
PRELIMINARY EVALUATION OF PREVIOUS EXPERIENCE

(To be completed by each of the Bidder and the Major Subcontractor, on a separate form, for purpose of the preliminary evaluation of previous experience pursuant to Section 4 (Preliminary Evaluation of Previous Experience with Bidders and Major Subcontractors) of the ITB)
(Capitalized terms shall have the meaning ascribed to them in the ITB)

I, _____, the undersigned, am making this affidavit on behalf of _____ (name of Bidder or Major Subcontractor):

Bidder/Major Subcontractor Details				
Name				
Registration No.				
Legal Status	☐ limited partnership ☐ limited liability company ☐ general partnership ☐ other (explain)			
Previous Agreements with ISR	☐ yes ☐ no			
<i>[To the extent the Bidder/Major Subcontractor executed previous agreements with ISR, please provide the following details with respect to the works performed by the Bidder/Major Subcontractor on behalf of ISR]</i>	“1”	“2”	“3”	“4”
Agreement Date				
Works performed under the Agreement				
The works were Completed	☐ yes ☐ no	☐ yes ☐ no	☐ yes ☐ no	☐ yes ☐ no
Date of Completion [MM/YYYY]				
ISR Project Manager/Contact Person Information [name, title, telephone no., e-mail]				

TENDER FORM “11”
BINDING UNDERTAKING OF A FOREIGN SUPPLIER

(To be completed by a Foreign Supplier in accordance with Annex G (ICA Appendix (Mandatory Industrial Cooperation) of the ITB



Binding Undertaking
by a Foreign Supplier



BINDING UNDERTAKINGS BY FOREIGN SUPPLIER

This Binding Undertakings Instrument ("**Undertaking**") is made as of [_____] [Date], by [_____] [Name] a corporation duly incorporated and existing under the laws of [_____] [Place of incorporation], company number [_____] with address at _____ ("**Supplier**").

Whereas, according to the Israeli Mandatory Bidding Regulations (Mandatory Industrial Cooperation) of 2007 a Foreign Supplier who participates in a procurement process conducted by Buyer (as such term is defined below), or otherwise engages Buyer, for the purpose of acquisition by Buyer of goods, equipment, services or work, at a value as defined under the Regulations, is required to engage in industrial cooperation activity in Israel; and -

Whereas, the Supplier, is a Foreign Supplier (as such term is defined below) and participates in a procurement process number [_____] [Tender No.] issued by [_____] [Issuer of the Tender] (the "**Buyer**") for the supply of _____ [_____] [Name of Tender] (the "**Tender**") or otherwise wishes to engage with Buyer for the supply of goods, equipment, services or work; and -

Whereas, Supplier hereby undertakes that, should it be awarded in the framework of the Tender (or otherwise contract with Buyer), Supplier shall conduct such industrial cooperation in such nature and scope as set forth in this binding Undertaking, including appendices thereof.

THEREFORE, in consideration of these premises, I, the undersigned Supplier, hereby declare, warrant and undertake towards the State of Israel (represented for the purposes hereof by the ICA (as such term is defined below)), as follows:

1. PREAMBLE, INTERPRETATION AND DEFINITIONS

- 1.1 The preamble and Schedules to this Undertaking and the Appendices attached hereto constitute integral parts hereof.
- 1.2 Section headings have been included in this Undertaking for convenience of reference only and shall not be used for the interpretation thereof and in no way alter, modify, amend, limit, or restrict any contractual obligations of the Supplier hereunder.
- 1.3 This binding Undertaking is provided in accordance with Israeli Statute and Regulations (as such terms are defined below) and the ICA Guidelines as presented in the official website of the ICA.
- 1.4 Terms used herein and not otherwise defined shall have the same meaning as ascribed thereto in Statute or Regulations.



Without derogating from the above, in this Undertaking, the following terms shall have the meaning ascribed thereto below:

“Buyer” as defined in the preamble to this Undertaking above.

“Contract” shall mean the procurement contract between the Buyer and the Supplier which shall be entered into between Buyer and Supplier should the Supplier be awarded in the framework of the Tender, or otherwise, for the purpose of acquisition by Buyer from Supplier of goods, equipment, services or work.

"Contract Value" – the total considerations to be paid to Supplier in the framework of the Contract or in relation thereto, including taxes, levies, fees, insurance and transportation costs, and - in respect of imported goods - their CIF price in an Israeli port, including taxes, levies, fees, insurance and transportation costs, all - without giving effect to any deductions, set-offs or fines. Contract Value includes, without limitation – (1) any payment which, under the Contract, the Buyer is required to pay to Supplier and Supplier is required to transfer to another; (2) any payments which any third party is required to pay to Supplier, by virtue of the Contract; (3) any payments, including payments as stated in paragraphs (1) or (2) above included in any option of Buyer under the Contract; (4) any follow-on procurement in excess of USD 500,000 that is made within a period of 5 years from the date of the Contract; and (5) any acquisition of spare parts, training activities, maintenance, technical assistance, guarantees etc. procured in the framework of the Contract or in relation thereto.

"Foreign supplier" – a manufacturer, supplier or importer of imported goods or a supplier of work that is not performed in Israel, whether himself or by means of others. For the purpose of this Undertaking and subject to its terms and conditions, importer of imported goods and their manufacturer are considered jointly and severally a Foreign Supplier.

For the removal of doubt, the Foreign Supplier's Subsidiaries or affiliates shall be considered as Foreign Supplier, For the purpose of this undertaking.

"Subsidiary" - a company in which the Foreign Supplier holds fifty percent or more of the nominal value of its issued share capital or of the voting power therein or is entitled to appoint fifty percent or more of its directors.

"Affiliate" – a company in which another company - which is not a parent company thereof - holds twenty-five percent or more of the nominal value of its issued share capital or of the voting power therein or is entitled to appoint twenty-five percent or more of its directors;



"Israeli made Goods" - goods made in Israel or in the Area (as such term is defined under the Statute) by a producer who is an Israeli citizen, or a permanent resident of Israel, or a body corporate registered in Israel, on condition that the price of their Israel content constitutes at least 35% of the proposed price, all – as defined under the Regulations. Goods manufactured outside of the State of Israel may only be recognized as Israeli-Made Goods at the prior written approval of ICA and under the terms and conditions as defined under the Regulations.

"ICA" shall mean The Foreign Investments and Industrial Cooperation Authority operating in the Ministry of Economy and Industry.

"Industrial Cooperation" shall mean the business activities in Israel as set forth in section 4 of the Regulation.

"Local Subcontracting" shall mean the execution of contract/s to purchase Israeli Made Goods (as such term is defined under the Regulations), or to procure Works or services in Israel (as such term is defined under the Regulations), all - for the purpose of performing the Supplier's undertakings under the Contract.

"Regulations" shall mean the Mandatory Bidding Regulations (Mandatory Industrial Cooperation) of 2007, a curtesy translation to English thereof are presented in the official website of the ICA.

For the removal of doubt, in any case of contradiction between the provisions of the Regulations and the English translation thereof, the provisions of the Regulations shall govern.

"Statute" shall mean the Mandatory Bidding Law of 1992.

"Work or Services in Israel" - work or services executed in Israel or in the Area by an Israel citizen or by a permanent resident in Israel, or by a body corporate registered in Israel.

2. GENERAL

- 2.1 The Supplier hereby declares, warrants and undertakes towards the State of Israel (represented for the purposes hereof by the ICA), that subject to the signing of the Contract, it shall perform and put into practice Industrial Cooperation in Israel at a scope, nature and timetables as set forth in this Undertaking and the Implementation Plan (as such term is defined below) and shall fully comply with all of its undertakings hereunder.
- 2.2 This Binding Undertaking may further include special terms and conditions as set forth in Appendix "A" hereof.

3. EXTENT OF THE INDUSTRIAL COOPERATION



The scope of Industrial Cooperation that shall be carried out by the Supplier shall be at an amount of at least ___% of the Contract Value, i.e. a total amount of US\$ _____.

The Contract Value for the purposes of calculating the scope of Industrial Cooperation hereunder shall be adjusted, as required, in any case of a change in the Contract Value.

4. NATURE OF INDUSTRIAL COOPERATION

- 4.1 Industrial Cooperation may be conducted by means of Local Subcontracting, investments, research and development, transfer of know-how or purchase of Israeli-Made Goods (as such term is defined above), or Works or services in Israel (as such term is defined above).

Supplier undertakes to perform Local Subcontracting at a value of no less than 20% (or 18% where applicable) of the Contract Value.

- 4.2 Industrial Cooperation shall not include:

- 4.2.1 Expenses, including agent's commission, incurred to promote the sales of the Supplier in Israel;
- 4.2.2 The purchase of shares of companies that are subject to the Israeli Securities Law, 5728 - 1968 ("**Securities Law**"), at a rate at which the purchaser does not become an interested party as defined in the Securities Law; and -
- 4.2.3 Investments, acquisition and funding of research and development work that shall be deemed Industrial Cooperation, shall not include grants given by the Government of Israel as part of an investment program or funding.

5. PERIOD AND TIMETABLE

- 5.1 The Supplier's Industrial Cooperation undertakings hereunder shall be fully executed within the period of the Contract ("**Industrial Cooperation Period**"). Without derogating from the above, or from any right or remedy of the ICA hereunder or at law, in any case this Undertaking shall not be terminated until full Industrial Cooperation obligations hereunder are fully complied with by Supplier.
- 5.2 The Supplier's undertakings for Industrial Cooperation hereunder shall be fulfilled at a fixed amount every year on a linear basis, unless otherwise approved by the ICA and included in the Implementation Plan.

6. IMPLEMENTATION PLAN

- 6.1 A comprehensive detailed implementation plan for the fulfillment of Supplier's Industrial Cooperation obligations hereunder is Attached as **Appendix "B"** ("**Implementation Plan**"). Any change or adjustment of the Implementation Plan may only be done by the prior written approval of the ICA.



The Implementation Plan shall apply to the whole period of the Contract.

- 6.2 Supplier hereby warrants and represents that the Implementation Plan reflects its good faith estimation of the business opportunities for performance of its Industrial Cooperation undertakings hereunder in scope and in timetable as defined hereunder. Such Implementation Plan was established by Supplier after thorough review and examination and in-depth survey for potential real investments or other Industrial Cooperation activities in Israel.
- 6.3 Supplier hereby undertakes that it will continue to invest efforts, using customary reasonable measures, for exploring and establishing Industrial Cooperation in Israel in accordance with its undertakings hereunder, including the use of consultation services, conducting a professional survey in Israel, visiting business entities in Israel, participating in Israeli industry conferences, etc., and shall pursue full implementation of the Industrial Cooperation as described in the Implementation Plan.
- 6.4 ICA may, at any time, require Supplier to submit clarifications, additions or modifications to the Implementation Plan, inter alia in order to reflect actual changes in Supplier's Industrial Cooperation, or in the case of a default or a potential default by Supplier (and without prejudicing from any right or remedy of ICA) – in order for Supplier to cure any such default and fully comply with its undertakings hereunder. Supplier hereby undertakes to comply with all such requirements by ICA.
- 6.5 Any industrial cooperation activity to be carried out by the Supplier which is not part of an approved Implementation Plan will be subject to ICA's prior written approval in order for it to be credited as Industrial Cooperation.

7. REPORTS

- 7.1 The Supplier shall submit to the ICA an annual report regarding the fulfillment of the undertakings for Industrial Cooperation stated in this Undertaking (the **"Progress Report"**).
- 7.2 The Progress Report for each calendar year shall be submitted no later than March 31st of the following calendar year. ICA may, at any time, require the submission of additional Progress Reports, including in case of a default or a potential default of the Implementation Plan.
- 7.3 The Progress Report shall include the following details:
- 7.3.1 Performance against anticipated Industrial Cooperation under the Implementation Plan.
- 7.3.2 A summary of all the claims for Industrial Cooperation credits in a form attached as **Appendix "C"** hereof approved by the Supplier's independent auditor. For each one of the credit claims the Supplier shall submit a confirmation of the Israeli supplier signed by an authorized signatory, at the form included in **Appendix "C1"**.



7.3.3 Any additional information, which may be required by the ICA, regarding the activities carried out toward the fulfillment of the Supplier's undertakings.

7.4 A final report regarding the scope of the Industrial Cooperation and Local Subcontracting as actually implemented and the nature thereof shall be submitted by the Supplier, along with the approval of Supplier's auditor to such report, no later than 30 days after the end of the Industrial Cooperation Period.

8. BREACH BY SUPPLIER

8.1 Breach by Supplier of the provisions of Sections 2.1, 3, 4.2, 5.1, 6.2, 6.3, 7.1 or 7.4 of this Undertaking shall be considered as fundamental breach of this Undertaking.

8.2 Any other breach by Supplier of this Undertaking, which is not cured within 30 days of ICA's written demand (or an extended cure term as defined by the ICA, at its sole discretion) shall become a fundamental breach.

9. LIQUIDATED DAMAGES

9.1 During the Industrial Cooperation Period, the ICA will determine the following parameters, as at the end of each calendar year ("**Evaluation Date**"):

9.1.1 The Supplier's accumulated obligations for Industrial Cooperation under this Undertaking from the commencement of the Industrial Cooperation Period until the Evaluation Date.

9.1.2 The Supplier's accumulated volume of Industrial Cooperation performed by Supplier and approved by ICA, from commencement of the Industrial Cooperation Period and until the Evaluation Date.

9.2 In any case that the balance between section 9.1.1 minus section 9.1.2 above is positive ("**Unfulfilled Obligation**"), i.e., at the relevant Evaluation Date, the Supplier has not fully complied with its Industrial Cooperation undertakings hereunder, Supplier agrees and undertakes to pay the State of Israel liquidated damages, at an amount equal to 2% of the Unfulfilled Obligation.

Supplier hereby warrants and confirms that the above liquidated damages constitutes reasonably estimated damages which will be caused to the State of Israel in any case of breach of its undertakings hereunder.

9.3 The provisions of this Section 9 above shall not prejudice or derogate from any right or remedy of ICA hereunder or at law.

10. INDUSTRIAL COOPERATION COORDINATOR

10.1 Supplier shall appoint one person in Israel which will serve as Supplier's liaison person vis-à-vis ICA. As at the date of signing the Contract, the Industrial Cooperation Coordinator is:

_____ [Name]



_____[Address]
_____[Telephone]
_____[Fax]
_____[Email]

- 10.2 The Industrial Cooperation Coordinator will represent the Supplier for all purposes hereunder and will serve as the Supplier liaison person also vis-à-vis Israeli industry and other business entities.
- 10.3 In case the Industrial Cooperation Coordinator is replaced at any time in the future, the Supplier is committed to notify the ICA of the identity of the new Industrial Cooperation Coordinator within 7 days from the time the replacement took place.

11. LAW AND JURISDICTION

- 11.1 This Undertaking shall be exclusively governed by and construed in accordance with the substantive laws of the State of Israel without giving effect to any choice of law or conflict of law provision or rule.
- 11.2 The competent courts of the State of Israel shall have exclusive jurisdiction over any and all disputed arising from or related to this Undertaking, to exclude the jurisdiction of any other competent court of any other jurisdiction.

12. MISCELLANEOUS

- 12.1 The records of ICA pertaining to the execution of the Supplier undertakings hereunder shall serve as prima facie evidence to the contents thereof.
- 12.2 Any activity of the Supplier with the Israeli industry carried out prior to being awarded with the Contract shall not be eligible for crediting purposes.
- 12.3 This binding Undertaking shall constitute an integral and inseparable part of the Contract and is hereby signed for the benefit of the State of Israel.
- 12.4 This Undertaking and Appendices thereof constitute the entire understandings and undertakings by the Supplier towards the State of Israel and replaces and supersedes any and all previous, agreements or understandings, all of which shall be null and void.
- 12.5 Any amendment and/or supplement to this Undertaking shall be in writing, signed by Supplier and approved by ICA.

IN WITNESS WHEREOF, this Undertaking has been executed by the Supplier, as of the day and year first hereinabove written.

Signature of an authorized officer on behalf of the foreign supplier (Not the Importer):

Foreign Supplier [Company name]:



Ministry of Economy and Industry
Industrial Cooperation Authority, ICA

Name:

Title:

Signature:

Date:

If the Tender proposal is submitted (and/or the Contract is signed) by an importer, this undertaking should also be signed by an authorized officer on behalf of the importer:

Importer [Company name]:

Name:

Title:

Signature:

Date:

Appendix B

Implementation Plan



Related to Tender/RFP No.

Issued by Dated

Pursuant to clause 6 of the a.m. document, we [full company name]
....., hereby submit our detailed
Fulfillment Program, aimed at the satisfaction of our a.m. undertaking, as follows:

1. Our fulfillment activities will be in the fields of one or more of the following
Industrial Cooperation Categories: (*)

- ☐ Local Subcontracting
- ☐ Acquisition of Israeli Products, Work or Services
- ☐ R&D Orders
- ☐ Investments
- ☐ Know-How transfer
- ☐ Other

2. Anticipated / Approximate dates of the following mile stones implementation:

- a. Conducting an Israeli industry survey
- b. Projects and partners selection
- c. Starting date of IC activities implementation
- d. Full program accomplishment

3. Following is our prospective Fulfillment Program:



Ministry of Economy and Industry
Industrial Cooperation Authority, ICA

Industrial Cooperation Category	Transaction Description	Estimated Timeframe		Local Subcontractor Yes/No	Names of Israeli Entities Involved	Transaction Value (in USD/EUR)	Israeli entity's Contact Person info.
		Start Date	Due Date				
					Total Fulfillment Value		
					Total Local Subcontracting value		



Ministry of Economy and Industry
Industrial Cooperation Authority, ICA

Signature of an authorized officer
on behalf of the foreign supplier

(Not the Importer):

Name (Supplier): Title:

Signature (Supplier): Date:

Name (Importer): * Title:*

Signature (Importer): * Date:*

* If the Tender proposal is submitted (and/or the Contract is signed) by an importer, this undertaking should also be signed by an authorized officer on behalf of the importer.



Ministry of Economy and Industry
Industrial Cooperation Authority, ICA

Appendix C
Annual Claims Submission Form

To:
ICA Israel
86 Menachem Begin Rd.
P.O. Box 36049
Tel-Aviv, 67138
ISRAEL
E-mail: Rashpat@economy.gov.il

Re: Annual Claims Report - Undertaking File [FILE #]

Dear Sir/Madam,

Please see attached our annual report for the period _____ to _____.

Total claims for this period, as attached, are US\$ _____. Each of the claims is supported by a signed Claim for Industrial Cooperation Credit.

Thank you,
Company Name: _____
Name: _____
Title: _____
Signature: _____ Date: _____

#	Israeli supplier name	Description of goods purchased	Nature of the industrial cooperation (Acquisition, Investment, R&D etc.)	Value (US\$/EUR)	Local subcontracting (US\$/EUR) (Industrial cooperation directly related to the Contract/Project)	POC
1						
2						



Ministry of Economy and Industry
Industrial Cooperation Authority, ICA

Auditor's Opinion letter (Industrial Cooperation)

Date _____

To:
The Industrial Cooperation Authority
Menachem Begin Road,
PO Box 36049, Tel Aviv 67138
by email: rashpat@economy.gov.il

Re: Auditor's Opinion letter regarding Industrial Cooperation

As Accountants and Auditors of _____, duly registered in _____ under Registration No. _____ (hereinafter: "**the Foreign Supplier**") and upon his request, we have audited the financial statements in the declaration of the Foreign Supplier as detailed in the attached Implementation Report (marked with our seal for purposes of identification) for _____ [year]. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards in Israel. Those standards required that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the said declaration. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements in the declaration referred to above, present fairly, in all material respects, the financial statements included in it, according to the audited financial reports/unaudited financial reports and the supporting books they are based on.

Yours truly

_____, CPA
Registration/License No: _____

Notes:

- ✓ This version was drafted in consultation with the Institute of Certified Accountants and with its consent.
- ✓ To be printed on the Chartered Accountant's firm's letter head



Ministry of Economy and Industry
Industrial Cooperation Authority, ICA

Appendix C₁

Claim for Industrial Cooperation Credit

For the calendar year

1. Name of Foreign Supplier ("**Supplier**"):

2. Name and address of the Israeli provider or manufacturer:

Preferences:

☐ SME

☐ Preferred Zone

3. Goods or services provided during the above mentioned Calendar year:

4. Industrial Cooperation Category¹:

a) **Direct** - Industrial Cooperation directly related to project/contract :

Ref:

☐ Local Subcontracting

☐ Acquisition of Israeli Products, Work or Services

☐ R&D Orders

☐ Investments

☐ Know-How transfer

☐ Other

b) **Indirect**

☐ Local Subcontracting

☐ Acquisition of Israeli Products, Work or Services

☐ R&D Orders

☐ Investments

☐ Know-How transfer

¹ Please mark the relevant category. If it is a direct industrial cooperation, please fill out the name and a short description of the project.



Ministry of Economy and Industry
Industrial Cooperation Authority, ICA

☐ Other

5. We hereby warrant and confirm that the Israeli content of each one of the goods and services detailed in Section 3 above constitutes at least 35% of its value.
6. The total Value of Goods or services provided (US\$) (calculated in accordance with the US\$ exchange rate published by the Bank of Israel at the date of invoice):

.....

I, the undersigned....., Passport Number, an authorized signatory of, hereby warrant and confirm that the above Claim for Industrial Cooperation is true and correct, and in full compliance with the Regulations and the Industrial Cooperation Undertaking by Supplier.

Foreign Supplier [Company name]:

.....

Name:

.....

Title:

.....

Signature:Date:

The Israeli supplier's declaration

I, the undersigned, an authorized signatory of [Name of Israeli supplier] registration No..... hereby warrant and confirm that the information set forth under section 3 through 5 of the above Claim for Industrial Cooperation Credit by Supplier is true and correct.

Israeli supplier [Company name]:

.....

Name:

.....

Title:

.....

Signature:Date:

Email:

Tel:Cell: