

Tender No. 42239

For the Supply of Air Conditioning System for Locomotive ("Tender")

General Terms and Conditions

Israel Railways Ltd. ("ISR"), in accordance with its obligations under the Israeli Mandatory Tender Laws, its implementing regulations and the International Agreement on Government Procurement, wishes to obtain bids from participants (the "**Bidder/s**") for:

The supply of Air Conditioning System for Locomotive (EURO 4000 (Model 2.1), JT42CW (Model 2.2), GT26NRE & GM26CW (together Model 1)) (the "**Device/s**" or "**AC System**"), all in accordance with and subject to the terms specified in General Terms and Conditions and the accompanying Tender Documents.

The Winning Bidder/s for each AC System Model shall enter into a framework agreement (the "**Agreement**") with ISR, pursuant to which ISR shall be entitled (but not obligated) to order the Devices mentioned above in any quantity, during the Agreement Period as defined in the Agreement. ISR shall have the sole discretion and shall have no obligation to order any quantity thereof.

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

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

- 1.1. The Bidder must be the Manufacturer and/or an authorized Supplier, which is the official representative of the Manufacturer of the proposed AC Systems.
- 1.2. The Bidder has manufactured and/or supplied, commencing 2022 and up to the Final Submission Date, at least 8 AC Systems **for each** Model offered by him (Model 1 and/or Model 2 (means Model 2.1 or 2.2), as set forth in the table in **Appendix D** below).
- 1.3. If Bidder is the authorized Supplier, the authorizing Manufacturer must have manufactured, commencing from 2022 and up to the Final Submission Date, at least 8 AC Systems **for each** offered Model (Model 1, Model 2 (means Model 2.1 or 2.2)).
- 1.4. The Manufacture must be certified for a Quality Control system in accordance with ISO 9001, the certification must remain valid and up to date.

** The Bidder may submit his offer for **one or two** AC System Model, as long as this Model and the Bidder comply with the Pre-requisite specified in this Section 1.*

Locomotive type	Technical Specifications	Model
GM26CW	M-01-557	1
GT26 NRE		
EURO 4000	M-01-556	2.1
JT42CW		2.2

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

The Bidder shall prove full compliance with the Pre-requisites specified in Section 1 above, by submitting to ISR all the details, documents and confirmations required under the provisions of the Pre-requisites which shall include, *inter alia*, the following:

- 2.1. For proof of compliance with Section 1.1 above, the Bidder shall submit a signed and completed Manufacturer/Supplier Declaration **for each** AC System Model offered by him, in the form attached hereto as **Appendix E**, certifying that the Bidder is a Manufacturer or an authorized Supplier of the Manufacturer.
- 2.2. For proof of compliance with Section 1.2 above, the Bidder shall submit a signed and completed Experience and Reference List (**for each offered Model**), in the form attached hereto as **Appendix D**, evidencing that the Bidder has manufactured and/or supplied commencing from 2022 and up to the Final Submission Date, at least 8 AC Systems **for each Model** offered by him (Model 1, Model 2 (means Model 2.1 or 2.2)).
- 2.3. If the Bidder is the authorized Supplier, the Bidder shall submit a signed and completed Experience and Reference List (**for each offered Model**), in the form attached hereto as **Appendix D**, evidencing that the authorizing Manufacturer manufactured commencing from 2022 and up to the Final Submission Date, at least 8 AC Systems **for each Model** (Model 1, Model 2 (means Model 2.1 or 2.2)).
- 2.4. For proof of compliance with Section 1.4 above, the Bidder shall submit a 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 and up to date, until and including the proposal validity period (the “**Proposal Validity Period**”), as set forth in Section 13 below.
- 2.5. In addition, the Bidder shall submit additional proofs, such as manufacturing and supply reports, documentation and any other additional proof, such as clients' reference letters and other relevant documentation that will prove that the Bidder meets all the requirements outlined in Section 1 above.

- 2.6. Notwithstanding the aforesaid, ISR reserves the right, at its sole discretion, not to disqualify proposals which do not contain all the documents and certificates necessary to prove compliance with the Pre-requisites. Furthermore, ISR shall have the right to accept slight deviations from certain requirements in the Technical Specification, attached hereto as **Appendix A**, at ISR's sole discretion.
- 2.7. ISR shall have the right, at its sole discretion, to request from any of the Bidders, details and/or approvals and/or tests and/or recommendations and/or certificates and/or additional documentation, required in order to allow ISR a full and complete review of the aforementioned. For the avoidance of any doubt, it is hereby clarified that ISR is not committed to approach any of the Bidders in request for clarifications.
- 2.8. Bidder shall undertake to maintain its compliance with the Pre-requisites specified in Section 1 above at all times, as set forth in Section 13 below.

3. **Technical Requirements**

The proposed Device must comply with the requirements and terms included in the Technical Specifications (M-01-556, M-01-557) attached hereto as **Appendix A** (the "**Technical Specifications**"). Further to the aforementioned, ISR shall have the right to accept slight deviations from certain requirements in the Technical Specification, at ISR's sole discretion.

4. **Governing Agreement**

The manufacture, supply and installation of the Devices, including, but not limited to the price, terms of payment, scope of liability, responsibility and all other general and legal terms for the engagement with the Bidder, shall be governed by the terms and conditions of the Agreement attached hereto as **Appendix C**. The Agreement and the Appendices attached thereto constitute an inseparable part of this Tender. Each Bidder agrees to be bound by the Agreement in the event that it is chosen as the Winning Bidder. Once the Winning Bidder is chosen and the Agreement executed, the provisions of the Agreement shall take precedence over the provisions of this Tender in the event of a contradiction between the Agreement and this Tender.

5. **Purchase Order**

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

- 5.1. Within a period of sixty (60) days from the effective date of the Agreement (the "**Effective Date**"), ISR intends to issue a Purchase Order for Pilot Program Devices (the "**Pilot Devices**"), subject to the terms and conditions set forth in the Agreement

and the Technical Specification. The estimated quantity for each Model set in accordance with Appendices B1 and B2, and the Table above.

- 5.2. In the event that ISR, at its sole discretion, decides that the Devices do not meet the Technical Specifications and therefore the Pilot Program has failed, ISR may not issue additional Orders, and terminate the Agreement with the Winning Bidder, without derogating of any other rights under the Agreement, by 7 days prior written notice to the Winning Bidder. The Winning Bidder hereby waives any claim and/or demand against ISR and/or anyone on its behalf including claims for loss of income, profits and/or damage to reputation should ISR decide to exercise its rights under this Section including the nomination of another Bidder as the Winning Bidder.
- 5.3. Upon the successful completion of the Pilot Program, subject to completion of the Acceptance Test and the fulfillment of all the obligations of the Winning Bidder pursuant to the Agreement, ISR intends to purchase from time to time the Devices on a non-exclusive basis.

6. **Warranty**

The Bidder shall provide twenty-four (24) months Warranty Period (the “**Warranty Period**”) from the date of Acceptance and thirty-six (36) additional months, as an optional yearly Warranty Period (the “**Optional Yearly Warranty Period**”), for each of the Devices, as set forth in the Agreement.

7. **Delivery Terms**

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

8. **Time of Delivery**

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

9. **Selection of the Winning Proposal**

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

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

- 9.1.1. ISR reserves the right, in its sole discretion, to reject any particular proposal based solely on such past experience, should that experience was negative or unprofitable over the course of the past years, including, but not limited to, dissatisfaction, with the Bidder's performance, breach of contract, suspicion of fraud, unreasonable claims etc.

- 9.1.2. In case that ISR decides to reject the proposal, the Bidder shall be invited to a hearing, which shall be held by ISR's Supreme Tender Committee, in which the Bidder shall have the opportunity to present his claims against such rejection.
- 9.1.3. In case that ISR Supreme Tender Committee decides not to reject the proposal, ISR shall continue the evaluation of the Bidder in accordance with the Stages specified hereinafter.
- 9.2. **Stage B - Pre-Requisite:** Bidders will be evaluated in accordance with Sections 1 and 2 above.
- 9.3. **Stage C - Evaluation of the Technical Proposal:** For the removal of doubt, Bidder's Technical Proposal shall comply with the Technical Specifications (**Appendix A**). However, ISR shall have the right to accept slight deviations from certain requirements, at ISR's sole discretion.
- 9.3.1. Without derogating from the above, each Technical Proposal will be evaluated and scored in accordance with the criteria and evaluation process specified in **Appendices A and G** below.
- 9.3.2. The score received for each Technical Proposal of the Bidder in the technical evaluation scoring will be converted to a total of 30 points. The maximal technical evaluation scoring (the "TES") for the Technical Proposal for each AC System Model shall be 30 points (**TES 1/ TES 2**).
- 9.4. **Stage D – Commercial Evaluation** – After completion of the evaluation and scoring of the Technical Proposals for each AC System Model, ISR shall open the Commercial Proposals of the Bidders. The Commercial Proposals will be evaluated as further specified in Sections 8-10 of **Appendices B1 and B2**.
- 9.4.1. After the Total Evaluated Price is determined, the Commercial Proposal scoring of each Model will be calculated in accordance with the following formula:

$$\text{CP Scoring} = \frac{\text{LTEP} \times 70}{\text{BTEP}}$$

BTEP

Where:

CP Scoring (CP 1 /CP 2)– Bidder's Commercial Proposal Scoring for each AC System Model.

LTEP – Lowest TEP (**TEP 1 /TEP 2**)

BTEP – the specific TEP of the Bidder (**TEP 1 /TEP 2**), as specified in Section 9 of **Appendix B1/B2**

9.4.2. The maximal score for the Commercial Proposal shall be 70 points.

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

$$FS (1/2) = TES (1/2) + CP (1/2)$$

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

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

- 9.6. **Selection of the Standby Bidder-** in addition to the Winning Bidder/s, ISR shall select a standby Bidder (the "**Standby Bidder**") for each AC System Model, which has received the second-best FS.
- 9.7. It is hereby clarified that ISR reserves the right, at its sole discretion, to conduct a visit to the premises of the Bidder whose proposal has the highest FS in order to evaluate such Bidder's ability to comply with its undertakings and warranties in this Tender including the Agreement. Such Bidder shall make its best reasonable efforts to accommodate such visit as soon as requested by ISR.
- 9.8. 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.
- 9.9. **Stage F - Pilot:** The Pilot program shall commence after Selection of the Winning Bidder for each AC System Model. Specific information on the Pilot is available in the Technical Specifications, attached as **Appendix A** and the Agreement attached as **Appendix C**.
- 9.10. In the event that ISR, for any reason whatsoever, does not enter a contractual relationship with the Winning Bidder/s and/or the Agreement with the Winning Bidder/s is cancelled or terminated, *inter alia*, following the failure of the Pilot Program in accordance with Section 5.2 above, 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.

10. **Technical Proposal Evaluation and Scoring (up to 30 Points):**

- 10.1. Bidder's Technical Proposals for each AC System Model will be scored in accordance with the criteria and evaluation process specified in **Appendix A** and in accordance with **Appendix G**.
- 10.2. It is hereby clarified that all values related to the characteristics detailed in **Appendix G**, Technical Evaluation and Scoring, will be specified by the Bidder with supporting proof documentation regarding how the specific value has been determined. The determination may be based on calculations, tests or estimations. In any case, the relevant documentation is to be provided and shall be complete and comprehensible.
- 10.3. Bidders are requested to submit their Technical Proposal for each AC System Model in the manner detailed in Section 12.2 below.
- 10.4. All files shall be in PDF format, open source and a readable format.
- 10.5. The list of documents to be submitted by Bidders in their Technical Proposal is specified at the end of each clause below and in the Technical Specifications.
- 10.6. All parts, components, documents, drawings and calculations in Bidder's Technical Proposal as well as any document attached thereto, shall comply with all instructions and requirements below and with all requirements in the Tender Documents, including for the removal of doubt the Agreement and **Appendix A**.
- 10.7. For clarification, scoring by ISR of the Technical Proposal for the purpose of selection of a Winning Bidder for each AC System Model, shall not be construed as approval by ISR of such Technical Proposal, irrespective of the scoring and even if the Technical Proposal is attributed the maximal score, and nothing herein shall derogate from any right of ISR and from any obligation of Bidder under the Agreement and the Tender Documents, including but without limitation in connection with design review.
- 10.8. If (i) the Technical Proposal submitted by Bidder to ISR includes any improvement (in ISR's opinion) to any requirement of **Appendix A**, (ii) such improvement is approved by ISR at its sole discretion, and (iii) Bidder is selected as the Winning Bidder and enters into the Agreement with ISR, then such improvement shall be deemed included in Bidder's obligations under the Agreement and the Bidder shall not be entitled to receive any additional payment.

11. **Price Proposal**

11.1. **Price for the Devices**

The Bidder shall provide its price proposal for the manufacture and supply (collectively the "**Proposed Price for the Devices**") of each AC System Model, in

the Bidder's Proposal Forms attached hereto as **Appendix B1 and B2**, in accordance with the following instructions:

- 11.1.1. The Proposed Price for the Devices shall include fee for the Warranty Period of twenty-four (24) months, Maintenance fee, consumables supplied during the Warranty Period, Spare Parts and Training of ISR's staff.
- 11.1.2. The Proposed Price shall be quoted in the Bidder's Proposal Forms in Euro (€) inclusive all the services and equipment specified herein, including Warranty. The Proposed Price is the final, complete and inclusive price that will be paid to the Winning Bidder for the Devices and the accompanying services to be provided by it. **The Winning Bidder/s shall not be entitled to any other payment, fee or compensation whatsoever from ISR.**
- 11.1.3. The Proposed Price shall be fixed and shall not be linked to any price increase mechanism for a period of one (1) year from the Final Submission Date. As from the 1st anniversary of the Final Submission Date, Proposed Prices shall be linked in accordance with the linkage mechanism established in **Appendix B**.

11.2. Price for Optional Yearly Warranty and Maintenance Services:

- 11.2.1. Bidders shall propose a fee for Optional Yearly Warranty and Maintenance. The Optional Yearly Warranty and Maintenance will include the fee for the Warranty Period, Corrective Maintenance fee, Spare Parts and Training of ISR's staff. The Optional Yearly Warranty and Maintenance Period shall be up to a total of thirty-six (36) months.
- 11.2.2. The Proposed Prices for the Devices as well as for the Optional Yearly Warranty and Maintenance Period shall include any sum which the Israeli Tax Authorities require to be withheld at source. The amounts required by the applicable law to be withheld at source by the Israeli Tax Authorities shall be deducted from all sums set and shall be paid to the Israeli Tax Authorities.

12. Tender Procedure – General

12.1. 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=Jc1Eyj1CGCydlHrSoxTYUw%3d%3d> , after completing the registration process. The Bidder's

registration will be carried out through the link available at SourcingVision' system.

12.2. Submission of Proposals

- 12.2.1. All proposals must be submitted to the Electronic Tender Box of Israel Railways at the SourcingVision system, starting **July 20, 2026, 08:00 (Israel Time) until July 22, 2026, 23:59 (Israel time)** (the "**Final Submission Date**"). After this deadline, it will not be possible to submit proposals to the Electronic Tender Box
- 12.2.2. It is emphasized that only proposals submitted to the Electronic Tender Box by the Final Submission Date will be reviewed by the ISR Tender Committee. Proposals not submitted to the Electronic Tender Box by this deadline will **not** be reviewed and will be considered invalid. For the avoidance of any doubt, it is hereby clarified that the Final Submission Date, as specified above, refers to the last date for submitting the proposal in the Electronic Tender Box of ISR in the SourcingVision system.
- 12.2.3. Accordingly, Bidders are advised to enter the electronic system in advance and perform all necessary preparations to ensure that the proposals are submitted on time and to avoid delays due to various technical issues.
- 12.2.4. It is emphasized that ISR and/or Mashik and/or their representatives shall not be responsible in any way for the proper functioning of the phone and/or internet network and shall not bear any responsibility for interruptions and/or disturbances and/or disconnections that prevent any Bidder from submitting their proposals on time to the Electronic Tender Box. The Bidder hereby declares that their participation in the Tender is subject to the availability and proper functioning of the internet network and that they shall not raise any claim, lawsuit, or demand against ISR and/or Mashik and/or their representatives due to any mistake, malfunction, delay, technical failure, or any other reason that prevented them from submitting their proposal on time.
- 12.2.5. The clock time of the Electronic Tender Box is the official clock time for the submission deadlines in this Tender.
- 12.2.6. The proposal shall be submitted by a single Bidder. Proposals submitted by more than one Bidder will be disqualified.
- 12.2.7. Each Bidder shall be allowed to submit only one proposal for each AC System Model. The submission of more than one proposal by the same Bidder, including by a related company of the said Bidder, shall disqualify the Bidder

- 12.2.8. The Bidder is requested to read carefully all the Tender Documents attached herein and submit all documents signed, where applicable, by the authorized signatory bodies.
- 12.2.9. The Bidder must scan the forms attached as Appendices, which have been filled out and signed by him, and upload them to the Electronic Tender Box in the SourcingVision system, in the required location for each Appendix or document, by clicking the "*Submit Documents*" button and in accordance with this section, no later than the Final Submission Date.
- 12.2.10. It is hereby emphasized that it is the Bidder's responsibility to ensure that the forms that were scanned and uploaded to the system are legible and clear.
- 12.2.11. It is recommended that the Bidder shall retain a copy of the proposal submitted to the Electronic Tender Box.
- 12.2.12. For any technical assistance regarding the use of the Electronic Tender Box system, the Bidder may contact the support representatives of Mashik Ltd. by email at: service@mashiktech.com , or by phone at +972-50-9029376, from Sunday to Thursday between 08:00 and 17:00 Israel Time (excluding holiday eves and holidays).
- 12.2.13. **The Bidder's proposal shall include the following documents:**
- 12.2.13.1. A signed copy of the Technical Specifications (**Appendix A**).
- 12.2.13.2. Operation, maintenance and training instructions in English or in Hebrew (in PDF format) including, *inter alia*, the following:
- 12.2.13.2.1. Installation procedure, including equipment setup;
- 12.2.13.2.2. Operation manual;
- 12.2.13.2.3. Maintenance and troubleshooting;
- 12.2.13.2.4. Drawings and schematics, including those for mounting the Devices;
- 12.2.13.2.5. Special tools and/or equipment;
- 12.2.13.2.6. Spare Parts List;
- 12.2.13.2.7. Any and all drawings, documentation, information and certifications required pursuant to **Appendix G**, Technical Evaluation.
- 12.2.13.3. A signed and completed Bidder's Proposal Form (**Appendix B**)
- 12.2.13.4. A signed copy on the last page of the Agreement (**Appendix C**), including the Bidder's relevant information in the heading

thereof (excluding the date) and including the Bank Account Form, attached to the Agreement as **Annex C** (only after the appointment of a Winning Bidder/s, such Winning Bidder/s will be required to complete part B of the Bank Account Form).

13. **Proposal Validity**

- 13.1. All submitted proposals must be valid twenty-four (24) months from the Final Submission Date as set forth above (the "**Proposal Validity Period**") and may not be revoked or changed by the Bidder during this period for any reason whatsoever.
- 13.2. **Extension of Proposal Validity Period** – Prior to the expiry of the Proposal Validity Period, ISR shall be entitled to request all Bidders, relevant at such time, to extend the date of validity of their proposals by an additional period, the duration of which will be determined by ISR.
- 13.3. **No Additional Changes** – Extension of the validity date of its proposal beyond the Proposal's Validity Period shall not entitle the Bidder to change, amend, add or delete any of the contents of its proposal. Any such change, amendment, addition or deletion shall entitle ISR, at its sole and absolute discretion, to disqualify the Bidder from any further participation in the Tender.

14. **Appendices**

The following Appendices are attached hereto:

Appendix A - Technical Specifications

Appendix B1 and B2 - Bidder's Proposal Form

Appendix C - The Agreement

Appendix D - Experience and Reference List

Appendix E – Manufacturer/ Supplier Declaration

Appendix F - Spare Parts List, Maintenance Tools and Prices

Appendix G - Technical Evaluation and Scoring

Appendix H - Tender Acceptance Letter

Appendix I - Confidentiality Undertaking

Appendix J – Safety

15. **Confidentiality and Proprietary Rights**

- 15.1. By participating in the Tender process, each Bidder is deemed to have agreed to keep in strict confidence, and not to disclose and/or to make any use of any information or data, or any form or media, partial or complete, provided to them by

ISR on its behalf or made known to them otherwise as a result of or in connection with the Tender; except that each Bidder may use such information or data solely for the purpose of preparing its proposal. It is hereby clarified that this Section shall not apply to documents and/or information published by ISR on its website.

- 15.2. By submitting a proposal, each Bidder shall be deemed to represent and warrant to ISR that (i) it is not bound by any contractual or statutory obligations which would preclude the Bidder from providing the data and information contained in the proposal or any portion thereof, (ii) it has the right to make all disclosures that are made in the proposal; (iii) the data and information contained in the proposal do not include any confidential information, trade secret or other proprietary information of the Bidder and/or to any third party (except as and to the extent that the Bidder may otherwise clearly indicate in writing) that ISR is prevented from using it.
- 15.3. All rights and titles in and to any and all drawings, sketches, and other technical documents and information provided by ISR or on its behalf to the Bidder as well as to all of the Tender Documents and the contents thereof, shall be deemed to be the sole and exclusive proprietary of ISR, and/or their use by ISR allowed by third parties.

16. **General**

- 16.1. A proposal reflecting any reservation regarding the Tender Documents or any part thereof, including the Agreement or the Appendices attached thereto, whether by rejection, insertion or amendment to any part of the attached documents, may be disqualified.
- 16.2. ISR shall not be bound to accept the lowest-priced proposal or any other proposal whatsoever. In addition, ISR does not commit itself in any way to acquire any Devices or to enter a contractual relationship with any of the Bidders.
- 16.3. ISR shall have the right, at its sole and absolute discretion, to verify the recommendations and other documents provided by the Bidder, and to request from any of the Bidders additional details, approvals, recommendations and/or certificates. In addition, ISR may, at its sole and absolute discretion, upon prior coordination with the Bidder, inspect the facilities of such Bidder at any time or any facilities where components of the Devices proposed by the Bidders are being manufactured.
- 16.4. Any of the Devices acquired shall be on a non-exclusive basis and ISR, at its sole discretion, may, at any time, obtain Devices from any of the Bidders, and/or may acquire similar or identical Devices from any third party.
- 16.5. ISR shall issue Purchase Orders under the Agreement following the receipt and subject to the receipt of the necessary budgetary approvals.

- 16.6. ISR, in its sole discretion, may decide not to select any of the submitted proposals or may decide to cancel the entire Tender at any time.
- 16.7. ISR reserves the right to reject a Proposal of a Bidder which does not have the financial strength required for the performance of the Agreement or that its commercial proposal is significantly lower than ISR's estimation.
- 16.8. In addition to any other event which entitles ISR by law to cancel the Tender, ISR reserves the right, at ISR's sole discretion, to cancel this Tender in the following events:
- 16.8.1. If only one of the Proposals is found suitable, according to the Prerequisites and/or other specification requirements according to these Tender Documents;
 - 16.8.2. If ISR concludes that there was a flaw in the Tender process and/or in the evaluation of the Proposals;
 - 16.8.3. If ISR has found that a critical mistake has been made in the Technical Specifications, *inter alia*, by giving false data, missing data or incomplete data;
 - 16.8.4. If the circumstances and/or ISR's requirements have been significantly changed, to such extent which requires the cancellation of the Tender;
- 16.9. 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).
- 16.10. Any additional information, questions, requests for clarification and interpretation, or any other communication, must be submitted in writing in English only, unless otherwise specifically stated in the Tender Documents or approved by ISR.
- 16.11. Each Bidder shall solely bear all costs associated with the preparation and submission of its proposal. This shall include, without limitation, any and all expenses and losses, which may be incurred by the Bidder, consultations with professionals, conducting investigations and inquiries of any kind, preparation of surveys and documents and the authentication and translation thereof and any other aspect in connection with the proposal. ISR will in no case be responsible or liable for any of the above costs, nor shall it be required, under any circumstances, to reimburse any such costs to any Bidder.

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

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

- 17.2. A Request for Clarification shall clearly specify to which Tender Documents it refers (Agreement, Technical Specification, Appendices, Section, etc.).
- 17.3. Bidders shall submit Requests for Clarification with respect to any errors, ambiguities, inconsistencies, omissions, erroneous, unclear or imperfect provisions (the "**Errors**") in the Tender Documents. It is clarified that by submitting its Proposal, Bidder irrevocably and unconditionally waives any claim, demand or legal or administrative proceeding alleging or claiming that the selection process in the Tender has been influenced or biased by an Error and/or that Bidder has suffered any damages as a result of such Error.
- 17.4. All Requests for Clarification must be submitted by the Electronic Tender Box of Israel Railways in the SourcingVision system **only** no later than **23:59 on June 22, 2026 (Israel time)**. After this deadline, it will not be possible to submit Request for Clarifications to the Electronic Tender Box. Bidders shall be responsible for verifying receipt by ISR of Requests for Clarification by e-mail to: Yuliae@rail.co.il.

18. **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.

19. **Amendment of Tender Documents**

At any time prior to the Final Submission Date, ISR may amend the Tender Documents by issuing notices to the Bidders. Any issued notice shall be deemed as an integral part of the Tender Documents and shall be communicated in writing. Each Bidder shall promptly acknowledge receipt of each notice to ISR (however, each notice shall be binding upon each Bidder, regardless of whether the Bidder has acknowledged receipt of such notice(s) or not).

20. **Notification of the Winning Bidder**

ISR shall send notification of its decision to the Bidder selected as the Winning Bidder and the Standby Bidder for each AC System Model in the Tender. Notifications shall also be sent to the other Bidders. For the removal of doubt, the notification of the Winning Proposal shall not constitute the formation of a contract between ISR and such Bidder,

and entering into a binding agreement is conditioned upon the fulfillment of all required terms and conditions as detailed in the Tender Documents and the Agreement.

21. **Notices to Bidders**

- 21.1. Should ISR decide, at its sole discretion, to respond to any Requests for Clarifications, such response shall be published on ISR's website (in the tender's section, under the Tender's name) and in Sourcingvision system, as of the date of such publication, shall constitute an integral part of the Tender Documents (each a "**Notice to Bidders**").
- 21.2. Bidders shall be solely responsible to check ISR's website and Sourcingvision system on a regular basis in order to follow publications by ISR. Any Notice to Bidders published at ISR's website and/or Sourcingvision system shall be binding upon each Bidder, whether Bidder is aware of such Notice to Bidders or not, and Bidders shall not have any claim in connection therewith.
- 21.3. It is hereby clarified that only information provided by ISR to the Bidders by the way of a Notice to Bidders shall be binding upon ISR (unless expressly specified otherwise therein), and ISR shall not be bound by any oral or written response or information communicated to Bidders in any other way, including any response or information conveyed during any meeting held with the Bidders (if held).

22. **Meetings, Conferences or Discussions**

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

Appendix A

Tender No. 42239

For the supply of Air Conditioning System for Locomotive

TECHNICAL SPECIFICATIONS

(M-01-556, M-01-557)

(Attached separately)

Locomotive type	Technical Specifications	Model
GM26CW	M-01-557	1
GT26 NRE		
EURO 4000	M-01-556	2.1
JT42CW		2.2

Appendix B1

Tender No. 42239

For the supply of Air Conditioning System for Locomotive

Bidder's Proposal Form for Model 1

Date: _____

Re: Proposal For the Supply of Air Conditioning System for Locomotive – Model 1

1. Bidder declares that it has read, fully understands and agrees to the terms and conditions included in the Tender Documents of Tender No. 42239, including the General Terms and Conditions, the Technical Specifications, the Agreement and any Appendices thereof (collectively the “**Tender Documents**”), and hereby submits to ISR (as that and all other terms not otherwise defined in this Appendix are defined in the Tender Documents) its Proposal for the supply of Air Conditioning System for Locomotive (the “**Devices**”).
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 Devices, shall be denominated in Euros (€) only.
4. Bidder hereby acknowledges and declares that sums stated herein (**Appendix B1**) shall be the final, complete and inclusive price that will be paid to the Winning Bidder for the manufacture, supply and delivery of the Devices and the accompanying services to be provided by it as specified in the Agreement, including all warranty and spare parts obligations. **The Winning Bidder shall not be entitled to any other payment, fee or compensation whatsoever from ISR.**
5. To preclude any doubt, it is hereby clarified that all taxes, fees, duties, licenses, costs or other payments that are to be paid in connection with the exportation, supply and delivery of the Devices, including but not limited to all types of importation and custom duties and services, such as transportation costs, customs agents' fees, purchase tax (in Hebrew “Mas Kniya” or “מס קניה”), wharfage fees (in Hebrew “Dmei Ratzif” or “דמי רציף”), cleaning of the containers, unloading and unstiffing at the Site, Israeli customs duties, port handling fees (in Hebrew “Dmei Nitul” or “דמי ניטול”), port infrastructure fees (in Hebrew “Dmei Tashtit” or “דמי תשתית”), cam locks for discharging the Devices at port, supervision while discharging at port, discharging terms at port, etc. shall be considered as part of the Devices Price and shall be borne solely by Winning Bidder.
6. Notwithstanding the above, ISR shall be required to pay, if applicable, the VAT (and only

the VAT) imposed by the Israeli Tax Authorities on the Devices.

7. The Bidder shall include, as part of its Proposal, a list of all necessary and recommended Spare Parts and their prices, in the form attached hereto as **Appendix F** (the “**Spare Parts List and Prices**”) ISR reserves the right to decide whether to purchase the Spare Parts listed in **Appendix F** or not.
8. Bidder may submit his offer for one or two Air Conditioning System Model, as long as this Model and the Bidder comply with the Pre-requisite. For the avoidance of any doubt, it is hereby clarified that the Bidder must comply with the Pre-requisite for each Air Conditioning System Model.
9. The Proposed Price for the Device and the Optional Devices (Model 1) including installation of Pilot Devices twenty-four (24) months Warranty Period, Corrective Maintenance fee, Spare Parts and Training of ISR's staff shall be as follows:

9.1. **Proposal for Model 1 of Air Conditioning System:**

Item	Price per Unit (in Euros)	Quantity (for evaluation purposes only)	Price for Devices (Quantity multiplied by Price per Unit) (“TPD”)
Air Conditioning Systems Model 1 (Pilot)	_____€	4	_____€ (“TPD1.1”)
Air Conditioning Systems Model 1	_____€	22	_____€ (“TPD1.2”)

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

- 10.1. Bidders shall propose a fee for the Optional Yearly Warranty and Maintenance which shall be up to thirty-six (36) months for each of the Devices. The Optional Yearly Warranty and Maintenance will include the fee for the Warranty Period, Corrective Maintenance fee and Spare Parts.

- 10.2. ISR reserves the right to purchase the Optional Yearly Warranty and Maintenance on a yearly basis and up to thirty-six (36) months, for each of the Devices.

Item	Price per Unit for year (Euro)	Total OYM for 3 years
Optional Yearly Warranty and Maintenance (the "OYM") including Spare Parts- Model 1	_____€, in words: _____Euros	_____€, in words: _____Euros ("OYM 1")

- 10.3. It should be noted that Bidders are required to complete **Appendix F** - Spare Parts List, Maintenance Tools and Prices, All in accordance with the General Terms and Conditions above.
- 10.4. It shall be clarified that purchase of the OYM shall be subject to ISR's sole discretion, and it shall have no obligation to order any service thereof.
11. **The Bidder's total evaluated price ("TEP") for Model 1 of the Air Conditioning System shall be calculated in accordance with the following formula:**

$$\text{TEP 1} = (\text{TPD 1.1} * 0.65) + (\text{TPD 1.2} * 0.3) + (\text{OYM1} * 0.05)$$

12. The TEP 1 as calculated according to the formula in Section 11 above shall be used for determination of the Commercial Proposal scoring all as specified in Sections 9.4-9.5 to the Tender Documents.
13. All prices set forth pursuant to Section 9 shall be fixed and shall not be linked to any price increase mechanism, all in accordance with Section 14 below.

14. **Linkage Mechanism**

- 14.1. The Proposed Price for the Devices, the Optional Devices and the Spare Parts as specified in Sections 8, 9 and 10 of **Appendix B1** shall be fixed and shall not be linked to any price increase mechanism, for a period of one (1) year commencing on the Final Submission Date, and no indexation linkage mechanism shall apply during such period.
- 14.2. As from the 1st anniversary of the Final Submission Date, the Proposed Price for the Devices, the Optional Devices and Spare Parts shall be adjusted in each invoice to the **European Consumer Price Index** (HICP E27 - Overall index, Monthly Index, (2015=100) as published at Eurostat website

https://ec.europa.eu/eurostat/databrowser/view/PRC_HICP_MIDX/default/table?lang=en) (the "**HICP**"). It is hereby clarified that the Indexation Linkage mechanism shall apply only on Devices purchased after the 1st anniversary of the Final Submission Date.

- 14.3. The base indices of the Indexation linkage mechanism- the HICP shall be the latest known index one year after the Final Submission Date and shall be adjusted with each invoice.
15. Bidder understands that payment by ISR to the Winning Bidder for the Devices shall be made by way of bank transfer in the mode and terms set forth in the Agreement.
16. Bidder hereby permits representatives of ISR to inspect its facilities, at any time.

Signature of Bidder

By: (print or type name):

Title:

Appendix B2

Tender No. 42239

For the supply of Air Conditioning System for Locomotive

Bidder's Proposal Form for Model 2

Date: _____

Re: Proposal For the Supply of Air Conditioning System for Locomotive – Model 2

1. The Bidder declares that it has read, fully understands and agrees to the terms and conditions included in the Tender Documents of Tender No. 42239, including the General Terms and Conditions, the Technical Specifications, the Agreement and any Appendices thereof (collectively the “**Tender Documents**”), and hereby submits to ISR (as that and all other terms not otherwise defined in this Appendix are defined in the Tender Documents) its proposal for the supply of Air Conditioning System for Locomotive (the “**Devices**”).
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 Devices, shall be denominated in Euros (€) only.
4. The Bidder hereby acknowledges and declares that sums stated herein (**Appendix B2**) shall be the final, complete and inclusive price that will be paid to the Winning Bidder for the manufacture, supply and delivery of the Devices and the accompanying services to be provided by it as specified in the Agreement, including all warranty and Spare Parts obligations. **The Winning Bidder shall not be entitled to any other payment, fee or compensation whatsoever from ISR.**
5. To preclude any doubt, it is hereby clarified that all taxes, fees, duties, licenses, costs or other payments that are to be paid in connection with the exportation, supply and delivery of the Devices, including but not limited to all types of importation and custom duties and services, such as transportation costs, customs agents' fees, purchase tax (in Hebrew “Mas Kniya” or “מס קניה”), wharfage fees (in Hebrew “Dmei Ratzif” or “דמי רציף”), cleaning of the containers, unloading and unstiffing at the Site, Israeli customs duties, port handling fees (in Hebrew “Dmei Nitul” or “דמי ניטול”), port infrastructure fees (in Hebrew “Dmei Tashtit” or “דמי תשתית”), cam locks for discharging the Devices at port, supervision while discharging at port, discharging terms at port, etc. shall be considered

as part of the Devices Price and shall be borne solely by Winning Bidder.

6. Notwithstanding the above, ISR shall be required to pay, if applicable, the VAT (and only the VAT) imposed by the Israeli Tax Authorities on the Devices.
7. The Bidder shall include, as part of its proposal, a list of all necessary and recommended Spare Parts and their prices, in the form attached hereto as **Appendix F** (the “**Spare Parts List and Prices**”). ISR reserves the right to decide whether to purchase the Spare Parts listed in **Appendix F** or not.
8. Bidder may submit his offer for one or more Air Conditioning System Model, as long as this Model and the Bidder comply with the Pre-requisite. For the avoidance of any doubt, it is hereby clarified that the Bidder must comply with the Pre-requisite for each Air Conditioning System Model.
9. The Proposed Price for the Device and the Optional Devices (Model 2) including installation (for Pilot Devices), twenty-four (24) months Warranty Period, Corrective Maintenance fee, Spare Parts and Training of ISR's staff shall be as follows:

9.1. Proposal for Model 2 of Air Conditioning System:

Item	Model	Price per Unit (in Euros)	Quantity (for evaluation purposes only)	Price for Devices (Quantity multiplied by Price per Unit) (“TPD”)
Air Conditioning Systems Model 2.1 (Pilot)	2.1	_____€	4	_____€ (“TPD 2.1.1”)
Air Conditioning Systems Model 2.1	2.1	_____€	26	_____€ (“TPD 2.1.2”)
Air Conditioning Systems Model 2.2 (Pilot)	2.2	_____€	6	_____€ (“TPD 2.2.1”)
Air Conditioning Systems Model 2.2	2.2	_____€	8	_____€ (“TPD 2.2.2”)

10. Price for an Optional Yearly Warranty and Maintenance Services:

- 10.1. Bidders shall propose a fee for the Optional Yearly Warranty and Maintenance which shall be up thirty-six (36) months for each of the Devices. The Optional

Yearly Warranty and Maintenance will include the fee for the Warranty Period, Corrective Maintenance fee and Spare Parts.

- 10.2. ISR reserves the right to purchase the Optional Yearly Warranty and Maintenance on a yearly basis and up to thirty-six (36) months for each of the Devices.

Item	Price per Unit for one year (Euro)	Total OYM for 3 years
Optional Yearly Warranty and Maintenance ("OYM") including Spare Parts (Model 2.1)	_____ €, in words: _____ Euros	_____ €, in words: _____ Euros
OYM Model 2.2	_____ €, in words: _____ Euros	_____ €, in words: _____ Euros
Total OYM Model 2 ("OYM 2")		_____ €, in words: _____ Euros

- 10.3. It should be noted that Bidders are required to complete **Appendix F** - Spare Parts List, Maintenance Tools and Prices, All in accordance with the General Terms and Conditions above.

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

11. **The Bidder's total evaluated price ("TEP") for Model 2 of the Air Conditioning System shall be calculated in accordance with the following formula:**

$$\text{TEP 2} = 0.65 * (\text{TPD 2.1.1} + \text{TPD 2.2.1}) + 0.3 * (\text{TPD 2.1.2} + \text{TPD 2.2.2}) + 0.05 * (\text{OYM2})$$

12. The TEP2 as calculated according to the formula in Section 11 above shall be used for determination of the Commercial Proposal scoring all as specified in Sections 9.4-9.5 to the Tender Documents.

13. All prices set forth pursuant to Section 9 shall be fixed and shall not be linked to any price increase mechanism in accordance with Section 14 below.
14. **Linkage Mechanism**
- 14.1. The Proposed Price for the Devices, the Optional Devices and the Spare Parts as specified in Sections 8, 9 and 10 of **Appendix B1** shall be fixed and shall not be linked to any price increase mechanism, for a period of one (1) year commencing on the Final Submission Date, and no indexation linkage mechanism shall apply during such period.
- 14.2. As from the 1st anniversary of the Final Submission Date, the Proposed Price for the Devices, the Optional Devices and Spare Parts shall be adjusted in each invoice to the **European Consumer Price Index** (HICP E27 - Overall index, Monthly Index, (2015=100) as published at Eurostat website https://ec.europa.eu/eurostat/databrowser/view/PRC_HICP_MIDX/default/table?lang=en) (the "**HICP**"). It is hereby clarified that the Indexation Linkage mechanism shall apply only on Devices purchased after the 1st anniversary of the Final Submission Date.
- 14.3. The base indices of the Indexation linkage mechanism- the HICP shall be the latest known index one year after the Final Submission Date and shall be adjusted with each invoice.
15. Bidder understands that payment by ISR to the Winning Bidder/s for the Devices shall be made by way of bank transfer in the mode and terms set forth in the Agreement.
16. Bidder hereby permits representatives of ISR to inspect its facilities, at any time.

Signature of Bidder

By: (print or type name):

Title:

Appendix C

Tender No. 42239

For the Supply of Air Conditioning System for Locomotive

THE AGREEMENT

(Attached separately)

Appendix D

Tender No. 42239

For the Supply of Air Conditioning System for Locomotive

Experience and Reference List

- 22.1. The Bidder has manufactured and/or supplied, commencing 2022 and up to the Final Submission Date, at least 8 AC Systems **for each** Model offered by him (Model 1, Model 2 (means Model 2.1 or 2.2), as set forth in the table in **Appendix D** below).
- 22.2. If Bidder is the authorized Supplier, the authorizing Manufacturer must have manufactured, commencing from 2022 and up to the Final Submission Date, at least 8 AC Systems **for each** Model offered by him (Model 1, Model 2 (means Model 2.1 or 2.2)).

Locomotive type	Technical Specifications	Model
GM26CW	M-01-557	1
GT26 NRE		
EURO 4000	M-01-556	2.1
JT42CW		2.2

Name of Customer	Manufacturing Date of the Devices	Quantity Supplied	Contact Person Details
			Mr./Ms: _____ Company: _____ Title: _____ Phone No: _____ E-mail: _____.

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

Bidder's Name: _____

Address: _____

Telephone: _____

Signature of Bidder: _____

By: _____

Title: _____

Appendix E
Tender No. 42239

For the Supply of Air Conditioning System for Locomotive

Manufacturer/ Supplier Declaration

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

☐ The Bidder is the Manufacturer of the proposed _____, with a manufacturing plant at _____ [*please fill in full registered address of manufacturing plant*];

OR

☐ The Bidder is an authorized Supplier by the Manufacturer of the proposed _____. The Bidder's registered address is _____ [*please fill in full registered address*]. The manufacturing plant's address is _____ [*please fill in full registered address*], and a legal representative of the said manufacturer is _____ [*please specify name, title and contact details of the legal representative of the manufacturer*].

*** A formal authorization/nomination letter signed by the _____' manufacturer is to be attached to this declaration.**

Bidder's Name: _____ Address: _____

Telephone: _____ Signature of Bidder: _____

By: _____ Title: _____

Appendix F

Tender No. 42239

For the supply of Air Conditioning System for Locomotive

Spare Parts List, Maintenance Tools and Prices

The Bidder shall submit a list of all necessary and recommended Spare Parts required for maintenance of the Devices (the "Spare Parts List").

Spare Part	Model	Original manufacturer's name and part number	Price (DAP) at Site (in EURO)	Delivery Time	Estimated annual usage
Total : _____					

Appendix G

Tender No. 42239

For the Supply of Air Conditioning System for Locomotive

Technical Evaluation and Scoring

(Attached separately in each Technical Specification)

Appendix H

Tender No. 42239

For the Supply of Air Conditioning System for Locomotive

Tender Acceptance Letter

Date: _____

Bidder: _____

Company No. _____

1. We have carefully read the Tender's Documents, for the above-mentioned 'Tender' including the General Conditions and any other Appendices attached to the Tender, which are an integral part of the Tender.
2. The Tender's Documents, including the General Conditions form and any other Appendices attached to the Tender as written and worded, are clear and understandable to us and we agree to the conditions detailed therein.
3. We declare that all the data filled in by us as part of our proposal and the statements we gave are complete, correct and accurate.
4. We undertake to fulfil all the instructions and statements of the Tender and its Appendices in full.
5. We declare that all the obligations Tender's Documents (including the General Conditions form and any other Appendices attached) are fully acceptable to us. By signing this form, it is as if we signed each and every page of the Tender's documents as drafted by ISR and the proposal as attached by us.
6. We definitively and completely waive any claim of disagreement and/or ambiguity to any of the terms of the Tender's documents and/or the claim that the absence of a signature on any document in the Tender's Documents and/or our proposal as submitted by us does not fully bind us.
7. Without deviating from the above, the content of the documents below is fully agreed upon by us, and the signing of this form will appear for all intents and purposes as if we signed each of them separately.
8. The above does not exempt us from signing those documents whose signature is expressly required in the Tender's Documents.

Name & Role _____

Signature _____

Appendix I

Tender No. 42239

For the supply of Air Conditioning System for Locomotive

Confidentiality Undertaking

1. I hereby undertake to keep in strict confidence and to not disclose to any other person or entity, other than those taking part in the execution of the work, any information – administrative, financial or otherwise – that will reach the project manager or anyone on his behalf on the Israel Railway or in respect thereof, throughout the execution of the work, whether directly or indirectly; whether the information has been attained in connection with the execution of the work and whether it was attained regardless of the execution of the work.
2. “Information” in respect of this Section – including commercial, financial, technical, business, economic and/or other professional information, data, names, addresses, documents, research, tests, diagrams, reports, balance sheets, account management documents, work methods, client lists, supplier list, details and data pertaining to the quantities and/or qualities and/or prices and/or pricing of manufacturing products, raw materials and/or other products and materials used by the Israel Railway and any other information, whether in writing, oral or in any other manner, in connection with the Israel Railway.
3. Without derogating from the generality of Section 1 above, I hereby undertake to keep in strict confidence and not to disclose to any other person or entity, other than those taking part in the execution of the work subject of the Agreement.
4. I hereby undertake not to provide any details on the execution of the work for the Israel Railway, on its contents or its scope, to any person or entity not authorized in advance in writing to receive these details by the Israel Railway CEO.
5. I hereby undertake not to make any use of the Information myself or through others unless it is for the purpose of the execution of the work subject of the Agreement.
6. I hereby undertake to strictly protect the Information and to take all the precautions necessary to prevent it from reaching others including a corporation, and I undertake to limit the access to the Information only to those taking part in the execution of the work.
7. I hereby undertake to bring the contents of this undertaking to the knowledge of any of the people engaged on my behalf in the execution of the work and to have each of them sign a personal undertaking to uphold the undertaking, as specified above.
8. I shall not employ any person in the execution of the work unless they have signed a personal undertaking for confidentiality in the above phrasing.
9. I undertake to notify the Israel Railway immediately on any concern regarding the disclosure of Information and/or a demand for its disclosure. In the event steps are initiated against me which under law will oblige me to disclose the Information, I hereby undertake to notify the Israel Railway of the

fact immediately so as to allow the Israel Railway to take all steps necessary to protect the confidentiality of the Information, and in any event I shall not disclose or reveal anything other than the part explicitly required under the law, and after having taken all the measures specified above.

10. I am aware that I may be exposed to information which under law and under the practices in the Israel Railway I am obliged to keep in strict confidence, and that in the event said obligation is breached I shall be exposed to personal claims both on the civil level and on the criminal level.
11. To provide the Israel Railway, immediately upon its first demand, all of the Information collected by me in connection with the Israel Railway, whatever its origin may be, including – but not only, every document, record, disc, copy, photocopy, printout or information kept on magnetic media, and I shall not keep any such Information in my possession. Furthermore, I hereby undertake to take part in any inquiry and/or investigative process conducted by the Israel Railway, regarding the disclosure of Information not permitted by the Israel Railway, anytime and anywhere I will be asked to do so.
12. My undertaking shall continue to apply after the termination of my relationship with the Israel Railway for any reason and shall remain in effect until the Information becomes public knowledge or until such time the Israel Railway confirms in writing that it does not oppose the dissemination of the Information.

Sincerely,

Company _____

Date _____

First name _____

Last name _____

ID _____

Signature _____

Appendix J

Tender No. 42239

For the supply of Air Conditioning System for Locomotive

Safety Rules

(Attached separately)