

Tender No. 42230

For the Supply of Forklifts and Reachstacker for ISR's Cargo Division ("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 ("**Bidder/s**") for:

The supply of one (1) Forklift truck of at least 32 ton (each "32 ton FLT, and collectively, "32 ton FLTs"), and two (2) Forklift truck of at least 38 ton (each "38 ton FLT, and collectively, "38 ton FLTs") and two (2) Reachstacker of at least 45 ton " (each "R.S", and collectively, "R.Ss"), all in accordance with and subject to the terms specified in this General Terms and Conditions and the accompanying Tender Documents.

Bidder may submit his offer for one or more Types of Forklifts (Type 1 and/ or Type 2 and/ or Type 3), as long as the Bidder complies with the Pre-requisites specified in this Section. For the avoidance of any doubt, it is hereby clarified that the Bidder must comply with the Pre-requisites specified in this Section for each Type of Forklift offered by him.

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

- 1.1. The Bidder must be the Manufacturer and/or the Authorized Importer on behalf of the Manufacturer of the proposed Forklift and Reachstacker Type.
- 1.2. The Manufacturer and/or the Authorized Importer has manufactured and/or supplied, commencing 2021 and up to the final submission date, at least the minimum quantity and lifting capacity [tons] mentioned in the "Past experience" column for each Type in the "Forklift Truck and Reachstacker Type Table" offered by the Bidder.

Forklift Truck and Reachstacker Type Table		
S/N	Type	Past experience (Minimum Quantity and Capacity supplied/manufactured)
1	Forklift Truck with a lifting capacity of at least 32 tons	At least 2 Forklift Trucks with a lifting capacity from 25 to 34 tons.
2	Forklift Truck with a lifting capacity of at least 38 tons	At least 4 Forklift Trucks with a lifting capacity from 36 to 48 tons
3	Reachstackers with a lifting capacity of at least 45 tons	At least 4 Reachstackers with a lifting capacity of 45 tons or more

- 1.3. The Manufacturer must be certified for a Quality Control system in accordance with ISO 9001, the certification must be valid and up to date.
- 1.4. Full Compliance with all mandatory items specified in **Appendix A1-1** Data Sheet, **Appendix A2-1** Data Sheet, **Appendix A3-1** Data Sheet.

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

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. Bidders shall prove their full compliance with the Pre-requisite set forth in Section 1.1 by submitting a signed and completed Manufacturer/ Supplier Declaration for each Type of Forklift, in the form attached hereto as **Appendix E**. It is hereby clarified that Bidder shall nominate the Manufacturing Plant for the proposed Forklifts and/or Reachstackers (for each type). Furthermore, the Bidder shall sign the declaration in the form attached in **Appendix E** evidencing that the Bidder is the Manufacturer of the Forklifts and Reachstackers and/or the Authorized Importer on behalf of the Manufacturer.
- 2.2. Bidders shall prove their full compliance with the Pre-requisite set forth in Section 1.2 by submitting a signed and completed Experience and Reference List (for each Type), in the form attached hereto as **Appendices D1, D2, D3 - Experience and Reference List**, evidencing that the Manufacturer and/or the Authorized Importer has manufactured and/or supplied, commencing 2021 and up to the final submission date, at least the quantity mentioned in the "Past experience" column for each Type in the "Forklift Truck and Reachstacker Type Table" offered by him (Type 1 and/or Type 2 and/or Type 3).
- 2.3. Bidders shall prove their full compliance with the Pre-requisite set forth in Section 1.3 by submitting a copy of a valid certificate of the Manufacturer for a quality control system in accordance with ISO 9001 standards. Such certification shall remain valid and up to date.
- 2.4. Bidders shall prove their full compliance with all mandatory items specified in **Appendix A1-1** Data sheet, **Appendix A2-1** Data sheet, **Appendix A3-1** Data sheet.
- 2.5. In addition, Bidder shall submit additional proof such as manufacturing reports, supply reports, documentation and all other additional proof such as clients' reference letters and other relevant documentation that will prove that the Bidder meets all of the requirements outlined in section 1 above.
- 2.6. Notwithstanding the aforesaid, ISR reserves its right, at its sole discretion, not to disqualify proposals which do not contain all the documents and certificates necessary to prove its compliance with the Pre-requisites.

- 2.7. 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, up to and including the Proposal Validity Period as set forth in Section 10 below.

Note: For the avoidance of doubt, continued participation in the Tender shall be subject to full compliance with all mandatory requirements (marked with # in the Data sheets) specified in the Data sheet applicable to the relevant type of Forklift truck or Reachstacker.

2.9. **Technical Requirements**

The proposed Forklifts and Reachstackers shall comply with the requirements and terms included in the Technical Specifications (M-05-566, M-05-567, M-05-568) attached hereto as **Appendix A1, Appendix A2, Appendix A3** (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. Furthermore, the Bidder shall attach to his offer the complete **Appendix A1-1 Data Sheets, Appendix A2- 1 Data Sheet, Appendix A3- 1 Data Sheet.**

3. **Governing Agreement**

The manufacture and the supply of the **Forklifts** and the **Reachstackers** including but not limited to, the price, terms of payment, scope of liability, responsibility and all other general and legal terms for the engagement with the winning bidder (the “**Supplier**”), shall be governed by the terms and conditions of the framework agreement attached hereto as **Appendix C** (the “**Agreement**”). The Agreement and the Appendices attached thereto constitute an inseparable part of this Tender.

4. **Purchase Order**

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

Additionally, during the Agreement Period, and /or Additional Period, ISR, in its sole discretion, shall have the option (but shall not be obligated) to purchase from the Winning Bidder additional Forklifts (the “**Optional Forklifts**”) and Reachstackers (the “**Optional Reachstackers**”). The relevant terms and conditions detailed in this Tender, including its Appendices, shall apply, *mutatis mutandis*, to the Optional Forklifts and Optional Reachstackers.

5. **Warranty**

The Bidder shall provide a three (3) years Warranty Period and two (2) additional years as an optional Warranty Period (“**Warranty Period**”) for each of the Forklifts and of the Reachstackers

as set forth in ***Appendices A1-2, A2-2, A3-2 General Requirements*** and ***Appendix C-*** Agreement.

6. **Delivery Terms**

The terms of supply and delivery of the Forklifts and of the Reachstackers shall be in accordance with the terms and the conditions specified in the Agreement.

7. **Time of Delivery**

The delivery time for the manufacture and supply of the Forklifts and of the Reachstackers shall be in accordance with the Terms and the Conditions specified in the ***Appendix C-*** Agreement.

8. **Evaluation process and selection of Winning Proposal**

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

- 8.1. The final evaluation will be based on the following Parameter Description and their respective weights:

S/N	Parameter Description	Weight
1	Quality and technical	30%
2	Service	10%
3	Commercial Offer	60%

- 8.2. The weighting of the Quality and Technical evaluation (100%) shall be determined according to the parameters specified in ***Appendices G1, G2, G3*** and as follows.
- 8.3. **Stage A** – Past experience: Prior to the Bidder's evaluation according to the stages specified below, ISR shall examine Bidder's experience, should that exist.
- 8.4. **Stage B1** - Pre-Requisite: Bidders will be evaluated in accordance with Sections 1 and 2 above. Appendix A1-1 Data sheet, A2-1 Data sheet, A3-1 Data sheet. Bidder shall be full compliance with all mandatory requirements (marked with #) specified in the Data sheet applicable to the relevant type of Forklift truck or Reachstacker.
- 8.5. **Stage B2** – Quality and Technical + service Evaluation Score **(30%+10%)** According to Parameter Description (data) table–***Appendices G1, G2, G3*** and as describes bellow:

8.5.1. **Forklifts** - Quality and Technical **30%**

Quality and Technical Evaluation – At list **32 ton FLT** and At list **38 ton FLT**

The quality Evaluation (100%) will be determined according to the following parameters and their respective weights:

S/N	Parameter Description (data)	Weight
1	Compliance with the functional and operational requirements of the technical specification.	40%

	The rating will be determined based on the operational data provided in the technical specification, including lifting and lowering speeds (with and without load), operator cabin characteristics such as noise levels, travel speeds, turning radiuses, etc.	
2	Technical specification compliance: The rating will be determined based on the items listed in the technical specification, including structural design, drive system, steering system, control and electrical systems, mast, lifting mechanism, wheelbase, overall weight, and others.	40%
3	Israel Railways' previous experience in operating forklifts supplied by the Bidder. Scoring under this section shall be as follows: <u>Forklifts from a manufacturer with experience</u> will be scored between 0% – 100%. The score will be given by operators from Israel Railways. - Operational evaluation will be conducted by at least 3 operators. <u>Forklifts from a manufacturer without experience</u> shall be scored between 0% – 100%. The score shall be given by local references in Israel or Europe submitted by the bidders in the tender documents – List of References, Appendix M1-M2. Accordingly, reference forms shall be sent for completion regarding experience and operational opinion – Appendix K1 - K2 Operational Opinion. A summary report will be presented to the technical committee forum for scoring and final approval. - At least 3 references/operators must provide operational opinions. - The <u>summary</u> report shall be an average of the reports submitted. - A report that is not filled out or is submitted improperly will receive a score of 0% or any other score at the discretion of the technical committee.	15%
4	Number of forklifts with lifting capacity as follows: <u>For 25–34-ton forklifts</u> Number of forklifts with lifting capacity between 25-34 tons	5%

	including both limits manufactured and/or supplied by the Bidder from January 1, 2021 up to the final submission date 2. <u>For 36-38 ton forklifts</u> Number of forklifts with lifting capacity between 36–48 tons, including both limits, manufactured and/or supplied by the Bidder from January 1, 2021 up to the final submission date. Note – for both types of forklifts above: Scoring shall be awarded according to the following: • 1–100 units manufactured and/or supplied → 2 points • 101–200 units manufactured and/or supplied → 3 points • 201–300 units manufactured and/or supplied → 5 points	
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8.5.2. **Service Evaluation (10%)**

S/N	Parameter Description (data)	Weight
1	ISR's previous experience with the Bidder's service facilities in Israel. Scoring under this section shall be as follows: 1. <u>Service companies with experience</u> shall be scored between <u>0% and 100%</u>. The score shall be given by Israel Railways terminal employees in a technical committee forum which will provide and approve a final score. 1.1. A technical opinion regarding the service companies and the actual service shall be given by at least three (3) managers who work directly with the service companies. 2. <u>Service companies without prior experience</u> shall be scored between <u>0% – 100%</u>. The score will be given by references submitted by Bidders in the tender documents – List of References, Appendices M1-M2 and M3. Accordingly, technical forms shall be sent to references for completion regarding service experience and/or actual service provision in Israel – <i>Appendix L - (For FLT's and/or R.S) - Service Experience</i> A summary report will be presented to the technical committee forum for final scoring and approval.	100%

	2.1. Opinions must be given by at least 3 references. 2.2. The <u>summary</u> report shall be an average of the reports submitted. 2.3. A report that is not filled out or is submitted improperly shall receive a score of 0% or any other score at the discretion of the technical committee.	
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For the avoidance of any doubt, it is hereby clarified that the Minimum Passing score for Quality and technical Compliance, and service Evaluation shall be seventy-five (75) points out of one hundred (100) points.

8.5.3. Reachstacker- Quality and Technical **30%**

Quality and Technical Evaluation – Reachstackers at least 45 ton

The quality Evaluation (100%) will be determined according to the following parameters and their respective weights:

S/N	Parameter Description (data)	Weight
1	Compliance with the functional and operational requirements of the technical specification. The rating will be determined based on the operational data provided in the technical specification, including lifting and lowering speeds (with and without load), operator cabin characteristics such as noise levels, travel speeds, turning radiuses, etc.	40%
2	Technical specification compliance: The rating will be determined based on the items listed in the technical specification, including structural design, drive system, steering system, control and electrical systems, boom, lifting mechanism, wheelbase, overall weight, and others.	40%
3	Israel Railways' previous experience in operating Reachstackers supplied by the Bidder. Scoring under this section shall be as follows: 1. <u>Reachstackers from a manufacturer with experience</u> will be scored between 0% – 100% . The score will be given by operators from Israel Railways. 1.1. Operational evaluation will be conducted by at least 3 operators.	15%

	2. <u>Reachstackers from a manufacturer without experience</u> shall be scored between 0% – 100%. The score shall be given by local references in Israel or Europe submitted by the bidders in the tender documents – List of References, Appendix M3. Accordingly, reference forms shall be sent for completion regarding experience and operational opinion – Appendix K3- Operational Opinion. A summary report will be presented to the technical committee forum for scoring and final approval. 2.1. At least 3 references/operators must provide operational opinions. 2.2. The <u>summary</u> report shall be an average of the reports submitted. 2.3. A report that is not filled out or is submitted improperly will receive a score of 0% or any other score at the discretion of the technical committee.	
4	Number of at least 45- tons Reachstackers, manufactured and/or supplied by the Bidder from January 1, 2021 up to the final submission date shall score proportionally as follows: Note –Scoring shall be awarded according to the following: • 1–100 units manufactured and/or supplied → 2 points • 101–200 units manufactured and/or supplied → 3 points • 201–300 units manufactured and/or supplied → 5 points	5%

8.5.4. Service Evaluation -10%

S/N	Parameter Description (data)	Weight
1	Israel Railways' previous experience with the Bidder's service companies in Israel. Scoring under this section shall be as follows: 1. <u>Service companies with experience</u> shall be scored between 0% and 100%. The score shall be given by Israel Railways terminal employees in a technical committee forum which will provide and approve a final score. 1.1. A technical opinion regarding the service companies and the actual service shall be given by at least three (3)	100%

	managers who work directly with the service companies. 2. <u>Service companies without prior experience</u> shall be scored between 0% – 100%. The score will be given by <u>references</u> submitted by <u>Bidders</u> in the tender documents – List of References, Appendices M1- M2 and M3. Accordingly, technical forms shall be sent to references for completion regarding service experience and/or actual service provision – Appendix L - (For FLTs and/or R.S) - Service Experience. A summary report will be presented to the technical committee forum for final scoring and approval. 2.1. Opinions must be given by at least 3 references. 2.2. The <u>summary</u> report shall be an average of the reports submitted. 2.3. A report that is not filled out or is submitted improperly shall receive a score of 0% or any other score at the discretion of the technical committee.	
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For the avoidance of doubt, it is hereby clarified that the Minimum Passing score for Quality and technical Compliance, and service Evaluation shall be seventy-five (75) points out of one hundred (100) points.

- 8.6. **Stage C-Commercial Evaluation** – After completion of the evaluation and scoring of the Technical Proposals for each Type of Forklift Truck and Reachstackers, ISR shall open for each Type the Commercial Proposals of the Bidders. The Commercial Proposals will be evaluated and calculated as further specified in Sections 8.6.1 and **Appendices- B1, B2 and B3**.

8.6.1. **The Commercial Evaluation**

ISR shall evaluate the Commercial Proposals of the Bidders as follows:

100% - Total price: The score will be based on the total price **for**

- Type 1 - Forklift truck One (1) unit, with an option for one (1) additional unit, including a four (4) yearly warranty and maintenance.
- Type 2 Forklift trucks Two (2) units, with an option for two (2) additional units, including an eight (8) yearly warranty and maintenance.
- Type 3 Reachstackers Two (2) units, with an option for two (2) additional units, including an eight (8) yearly warranty and maintenance.

As specified in section 1 in the Commercial form **Appendices B1,B2 and B3** including delivery to **ISR** in accordance with the terms of the Agreement **Appendix C**.

The lowest priced proposal shall receive the maximum score, and all other proposals shall be graded proportionally.

ISR reserves its right, at its sole discretion to inform Bidders, prior to the commercial evaluation whether the prices of any of the optional auxiliary features and equipment provided in the commercial Proposal Form (**Appendix B1, B2, B3**) Section No' 2.3 shall be taken into consideration in calculating the above at least **32 ton Forklifts truck (type 1)**, at least **38 ton Forklifts truck (type 2)** and **Reachstacker (type 3)** total prices.

- 8.7. **Stage D - Final Evaluation and Selection**- ISR shall select the Winning Proposal for each of Forklift Truck and Reachstacker Type, after determination of the Proposals receiving the highest Final Score (FS) pursuant to the following formula:

$$FS(1/2/3) = QTS(G1/G2/G3) * 30\% + SS * 10\% + CPS(B1/ B2 / B3) * 60\%$$

Where :

FS – Bidder's Final Score;

QTS – Bidder's Quality and Technical Proposal Score;

SS - Bidder's Service Score

CPS – Bidder's Commercial Proposal Score

The Bidder with the **Highest Final Score** for each type shall be selected as the winning Bidder.

The Bidder whose Proposal shall be chosen as the Winning Proposal shall be referred to as the "**Winning Bidder**" for each Forklift Truck Type and/or each Reachstacker type.

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

9. **Tender Procedure – General**

9.1. **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=l4w4GDVUVqc%2bBnwRRrA5pg%3d%3d>

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

9.2. **Submission of Proposals**

All proposals must be submitted to the Electronic Tender Box of Israel Railways at the Sourcingvision system, starting **April 21, 2026, 08:00 (Israel Time) until April 23, 2026, 23:59 (Israel time) ("Final Submission Date")**. After this deadline, it will not be possible to submit Proposals to the Electronic Tender Box

- 9.2.1. It is emphasized that only Proposals submitted to the Electronic Tender Box by the Final Submission Date will be reviewed by the Tender Committee. Proposals not submitted to the Electronic Tender Box by this deadline will not be reviewed and will be considered invalid. For the avoidance of any doubt, it is hereby clarified that the Final Submission Date, as specified above, refers to the last date for submitting the Proposal in the Electronic Tender Box of ISR in the Sourcingvision system.
- 9.2.2. Accordingly, Bidders are advised to enter the electronic system in advance and perform all necessary preparations to ensure that the Proposals are submitted on time and to avoid delays due to various technical issues.
- 9.2.3. It is emphasized that ISR and/or Mashik and/or their representatives shall not be responsible in any way for the proper functioning of the phone and/or internet network and shall not bear any responsibility for interruptions and/or disturbances and/or disconnections that prevent any Bidder from submitting their proposals on time to the Electronic Tender Box. The bidder hereby declares that their participation in the Tender is subject to the availability and proper functioning of the internet network and that they shall not raise any claim, lawsuit, or demand against ISR and/or 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.
- 9.2.4. The clock of the Electronic Tender Box is the official clock for the submission deadlines in this Tender.
- 9.2.5. The Proposal shall be submitted by a single Bidder. Proposals submitted by more than one Bidder will be disqualified.
- 9.2.6. Each Bidder shall be allowed to submit only one Proposal for each type of Forklift. Submission of more than one Proposal by the same Bidder, including by a related company of the said Bidder, shall disqualify the Bidder.
- 9.2.7. The Bidder is requested to read carefully all the Tender Documents attached herein and submit all documents signed, where applicable, by the authorized signatory bodies.
- 9.2.8. The Bidder must scan the forms attached as Appendices, which have been filled out and signed by him, and upload them to the Electronic Tender Box in the

Sourcingvision system, in the required location for each Appendix or document, by clicking the "Submit Documents" button and in accordance with this section, no later than the Final Submission Date.

- 9.2.9. It is hereby emphasized that it is the Bidder's responsibility to ensure that the forms that were scanned and uploaded to the system are legible and clear.
- 9.2.10. It is recommended that the Bidder shall retain a copy of the Proposal submitted to the Electronic Tender Box.
- 9.2.11. For any technical assistance regarding the use of the Electronic Tender Box system, the Bidder may contact the support representatives of Mashik Ltd. by email at: service@mashiktech.com, or by phone at +972-50-9029376, from Sunday to Thursday between 08:00 and 17:00 Israel Time (excluding holiday eves and holidays).
- 9.2.12. The Bidder's Proposal shall include the following documents:
 - 9.2.12.1. A signed copy of the Technical Specifications and indicating compliance or non-compliance with each item in Appendices A1, A2, A3 including the Data Sheet Appendices **A1-1, A2-1, A3-1**
 - 9.2.12.2. Operation, maintenance and training instructions in English and in Hebrew (Hebrew only for the winning bidder) (in PDF format) including, inter alia, the following:
 - 9.2.12.2.1. Installation procedure, including equipment setup.
 - 9.2.12.2.2. Operation manual.
 - 9.2.12.2.3. Maintenance and troubleshooting.
 - 9.2.12.2.4. Calibration instructions.
 - 9.2.12.2.5. Drawings and schematics, including those for mounting the Forklifts.
 - 9.2.12.2.6. Special tools and/or equipment.
 - 9.2.12.2.7. Spare parts list for 7 years.
 - 9.2.12.3. Any and all drawings, documentation, information and certifications required pursuant to **Appendices G1, G2, G3** Technical Evaluation.
 - 9.2.12.4. A signed and completed Bidder's Proposal Form (**Appendices B1, B2, B3**) ("Commercial Proposal")
 - 9.2.12.5. A signed copy on 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, such Winning Bidder will be required to complete part B of the Bank Account Form).

- 9.2.12.6. A signed and completed Experience and Reference list, (**Appendices D1, D2, D3**).
- 9.2.12.7. A signed and completed - Tender Acceptance Letter (**Appendix H**)
- 9.2.12.8. Any other document.

10. **Proposal Validity**

- 10.1. All submitted Proposals must be valid until twelve (12) months from the Final Submission Date as set forth above (the "**Proposal Validity Period**") and may not be revoked or changed by the Bidder during this period for any reason whatsoever.
- 10.2. **Extension of 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.
- 10.3. **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.
- 10.4. In the event that ISR for any reason whatsoever does not enter into a contractual relationship with the winning Bidder, and/or the Agreement with the Winning Bidder is cancelled or terminated, ISR shall be entitled to replace the Winning Bidder with the Standby Bidder. All terms set forth in this Section shall apply mutatis mutandis, following the replacement of the Bidder's proposal as aforesaid

11. **Forklifts Supply sites**

The supply and delivery of the **Forklifts** shall be in accordance with the terms and the conditions specified in the Agreement to the following sites:

<u>Forklift Supply Sites</u>			
S/N	Type	Site	Quantity
1	Forklift truck at least 32 ton	Bnei- Brak	1
1	Forklift truck at least 32 ton	Zefa	1
2	Forklift truck at least 38 ton	Kiryat Gat	1
3	Reachstacker Forklift at least 45 ton	Ramat Hovav	2

12. **Appendices**

The following appendices are attached hereto:

Appendices A1, A2, A3 - Technical Specifications

Appendices A1-1 Data sheet, A2-1 Data sheet, A3-1 Data sheet.

Appendices A1-2 General Requirements, A2-2 General Requirements, A3-2 General Requirements.

Appendices B1, B2, B3 - Bidder's Proposal Form.

Appendix C - A copy of the Agreement.

Appendix D1, D2, D3 - Experience and Reference List.

Appendix E - Manufacturer/ Supplier Declaration

Appendix F1, F2, F3 - Spare Parts List, Maintenance Tools

Appendix G1, G2, G3, - Technical Evaluation and Scoring

Appendix H - Tender Acceptance Letter

Appendix I - Confidentiality Undertaking

Appendix J - Safety

Appendix K1-K2 – FLT Operational Opinion

Appendix K3 – R.S Operational Opinion

Appendix L - (For FLTs and R.S) - regarding Service Station opinion

Appendix M1-M2 , M3- List of References for Operational Opinion - in Israel, and/or Europe and for regarding Service Station opinion - in Israel

13. Confidentiality and Proprietary Rights

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.

14. General

- 14.1. 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.
- 14.2. 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 Forklifts or to enter into a contractual relationship with any of the Bidders.
- 14.3. 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 Forklifts proposed by the Bidders are being manufactured.
- 14.4. Any of the Forklifts or Reachstacker acquired shall be on a non-exclusive basis and ISR, at its sole discretion, may, at any time, obtain Forklifts from any of the Bidders, and/or may acquire similar or identical Forklifts from any third party.
- 14.5. ISR shall issue Purchase Orders under the Agreement following the receipt and subject to the receipt of the necessary budgetary approvals.
- 14.6. 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.
- 14.7. 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.
- 14.8. ISR reserves the right in its sole discretion to negotiate with the selected Bidder.
- 14.9. 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:
 - 14.9.1. If only one of the Proposals is found suitable, according to the Prerequisites and/or other specification requirements according to these Tender Documents.
 - 14.9.2. If ISR concludes that there was a flaw in the Tender process and/or in the evaluation of the Proposals.
 - 14.9.3. 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.
 - 14.9.4. If the circumstances and/or ISR's requirements have been significantly changed, to such extent which requires the cancellation of the Tender.
- 14.10. All documents submitted in this Tender must be in English or Hebrew (including but not limited to all attachments, schedules, annexes, sketches, drawings, diagrams, tables and charts) and any additional information, questions, requests for clarification and interpretation,

or any other communication, must be submitted in writing in English or Hebrew only, unless otherwise specifically stated in the Tender Documents or approved by ISR.

- 14.11. 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.

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

- 15.1. Any Bidder may submit to ISR, in writing, inquiries and/or requests for clarification and/or additional information regarding the Tender or relating to the Tender Documents, as specified herein below (a “**Request for Clarification**”).
- 15.2. A Request for Clarification shall clearly specify to which Tender Documents (Agreement, Technical Specification, attachment, section, etc') it refers.
- 15.3. Bidders shall submit Requests for Clarification with respect to any errors, ambiguities, inconsistencies, omissions, erroneous, unclear or imperfect provisions (“**Errors**”) in the Tender Documents. It is clarified that by submitting its Proposal, Bidder irrevocably and unconditionally waives any claim, demand or legal or administrative proceeding alleging or claiming that the selection process in the Tender has been influenced or biased by an Error and/or that Bidder has suffered any damages as a result of such Error.
- 15.4. All **Requests for Clarification** must be submitted by the Electronic Tender Box of Israel Railways in the Sourcingvision system only **no later than 23:59 on February 26, 2026 (Israel time)**. After this deadline, it will not be possible to submit Request for Clarifications to the Electronic Tender Box. Bidders shall be responsible for verifying receipt by ISR of Requests for Clarification by e-mail to: Izika@rail.co.il.

16. **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 notice thus issued, shall be deemed as an integral part of the Tender Documents, and shall be communicated in writing. Each Bidder shall promptly acknowledge receipt of each notice to ISR (however, each notice shall be binding upon each Bidder, regardless of whether the Bidder has acknowledged receipt of such notice(s) or not).

17. **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.

18. **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 type of Forklift in the Tender. Notifications shall also be sent to the other Bidders. For the removal of doubt, the aforementioned notification of the winning Proposal shall not constitute the formation of a contract between ISR and such Bidder, and the entering into a binding agreement is conditioned upon the fulfillment of all required terms and conditions as detailed in the Tender Documents and the Agreement.

Appendix A

Tender No. 42230

For the Supply of Forklifts for ISR's Cargo Division ("Tender")

TECHNICAL SPECIFICATIONS

(M-05-566, M-05-567, M-05-568)

(Attached separately)

S/N	<u>Type</u>	<u>Technical specification</u>
1	Forklift truck at least 32 ton	M05-567
2	Forklift truck at least 38 ton	M05-568
3	Reachstacker Forklift at least 45 ton	M05-566

Appendix B1

Tender No. 42230

For the Supply of Forklifts for ISR's Cargo Division ("Tender")

Bidder's Proposal Form For Type 1 - Forklift truck 32 ton

Price Proposal

Date: _____

1. Price for the Forklifts

- 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. 42230, 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 Forklifts for ISR's Cargo Division ("**Forklifts**").
- 1.2. Bidder may submit his offer for one or more Type of Forklifts (Type 1 and/ or Type 2 and/ or Type 3).
- 1.3. All of the Terms and Conditions included in the Tender Documents shall be considered integral parts of this Proposal.
- 1.4. All prices mentioned herein, including the Proposed Price for the Forklifts, shall be denominated in Euros (€) only.
- 1.5. Bidder hereby acknowledges and declares that sums stated herein (**Appendix B1**) shall be the final, complete and inclusive price that will be paid to the Bidder for the manufacture, supply and delivery of the Forklifts and the accompanying services to be provided by it as specified in the Agreement, including all warranty and spare parts obligations. The Supplier shall not be entitled to any other payment, fee or compensation whatsoever from ISR.
- 1.6. 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 Forklifts.
- 1.7. 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 F1** (the "**Spare Parts List and Prices**") **ISR reserves the right to decide whether or not to purchase the Spare Parts listed in Appendix F1.**

- 1.8. The **Proposed Price for the Forklift and the Optional Forklifts (Type 1) including** installation, fee for the Warranty Period of three (3) years 36 months or 9,000 working hours, whichever comes first as follows :

1.9. **Bidder's Proposal for Type 1 Forklift:**

Item	Price per Unit (in Euros)	Quantity (for evaluation purposes only)	Price for Forklifts (Quantity multiplied by Price per Unit)
<u>Type 1 - Forklift truck at least 32 ton</u>		1	
<u>Optional - Type 1 - Forklift truck at least 32 ton</u>		1	
<u>Optional - Yearly warranty and Maintenance (OYM)</u>		4	
Total Price for all the Type 1 Forklifts (“TPD 1”)			

To avoid any doubt, In the event of inaccuracy between the total price and the unit price, the unit price shall prevail.

In case of inaccuracy ISR shall have the right to correct the total price column based on the unit price.

2. **Price for an additional Optional Yearly warranty and maintenance services:**
- 2.1. Bidders shall propose a yearly fee for additional optional yearly warranty and Maintenance which shall be up to two (2) years (24 months) or 6,000 working hours, whichever comes first - Second warranty period. The additional optional yearly warranty and Maintenance is mandatory- see **Appendix A1-1** Data Sheet **Section. 24.2**.
- 2.2. ISR reserves the right to purchase the **Optional Yearly warranty and Maintenance** on a yearly basis and for up to 4 years for each of the Forklifts.

- 2.3. Optional auxiliary equipment in accordance with Appendix A1, Appendix A1 –1 data sheet and **Appendix A1 –2** General Requirements (which are included in the Technical Specifications as an option) delivered in accordance with the terms of the Agreement Appendix C:

S/N.	Optional auxiliary equipment	Price per Unit (€)
1	Kissing forks - section 4.2 & 5.6.2 Appendix A1 7 and sections 2.2, 7.2 Appendix A1-1	
2	Steel coil pin - sections 4.3 & 5.6.3 Appendix A1 and sections 2.3, 7.3 Appendix A1-1	
3	Forward Tilt angle $\geq 7^\circ$ - section 5.7 Appendix A1 and para 6.9 Appendix A1-1	
4	Transmission - Synthetic oil – para 6.2.1 Appendix A1 and section 10.11 Appendix A1-1	
5	Six (6) Radial tires - section 7.1 Appendix A1 and section 14.8 Appendix A1-1	
6	A spare wheel, complete bias type - section 7.1 Appendix A1 and section 14.9 Appendix A1-1	
7	A spare wheel, complete radial type - section 7.1 Appendix A1 and section 14.10 Appendix A1-1	
8	Tyre - Pressure Monitoring System (TPMS) with display inside the cabin - section 7.1 Appendix A1 and section 14.11 Appendix A1-1	
9	Electro-hydraulic dead engine steering - section 7.3 Appendix A1 and section 12.9 Appendix A1-1	
10	Tele Service and Monitoring - section 10 Appendix A1 and section 16.6 Appendix A1-1	
11	Front window - Laminated tinted safety glass - section 11.2.1 Appendix A1 and section 18.8.3 Appendix A1-1	
12	Rear window - Laminated tinted safety glass - section 11.2.2 Appendix A1 and section 18.9.3 Appendix A1-1	
13	Top window - Laminated tinted safety glass with anti-sun reflection - section 11.2.3 Appendix A1 and section 18.10.3 Appendix A1-1	
14	Top window - Polycarbonate with anti-sun reflection - section 11.2.3 Appendix A1 and section 18.10.4 Appendix A1-1 (Preference for polycarbonate)	
15	Door's windows - Laminated tinted glass with anti-sun reflection - section 11.2.4 Appendix A1 and section 18.11.3 Appendix A1-1 B	

16	Monotrol selector - section 11.8.3.1 Appendix A1 and section 18.19.3.1 Appendix A1-1	
17	(Additional) Two floodlights on the rear side of cab - section 11.12 Appendix A1 and section 18.23.8 Appendix A1-1	
18	(Additional) Two floodlights on the front side of the cab - section 11.12 Appendix A1 and section 18.23.10 Appendix A1-1	
19	Rear viewer TV Camera & color monitor (7") - section 11.16 Appendix A1 and section 18.27 Appendix A1-1	
20	Public Address System – section 11.18 Appendix and section 18.29 Appendix A1-1	
21	Rear ultrasonic warning/Personal proximity warning system - section 11.20 Appendix A and section 18.31 Appendix A1-1	
22	Rear Radar sensor system - section 11.21 Appendix A and section 18.32 Appendix A1-1	
23	Anti-slip of aluminum on fenders - section 11.25 Appendix A and section 18.36 Appendix A1-1	
24	One maintenance kit including all filters & belts up to 3,000 W/hr – section 18.2 Appendix A section 21.5 Appendix A1-1	
25	Paint system according to ISO 12944-5 for C3 or equivalent – section 14.1 Appendix A1 and section 25.6 Appendix A1-1	

Note:

Prior to the opening of the Bidders' Proposals, the technical committee shall determine which options will be included in the evaluation for the purpose of selecting the winning bid, provided that all bidders have submitted a complete technical proposal for said options.

The evaluation methodology for the options shall be as follows: The price and technical score of the options selected for evaluation shall be added to the bid's total price and quality score, respectively.

- 2.4. It should be noted that Bidders are required to complete **Appendix F1** - Spare Parts List, Maintenance Tools and Prices, All in accordance with the General Terms and Conditions above.
- 2.5. 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.
- 2.6. **The Bidder's total evaluated price ("TEP") for Type 1 is TPD1.**

- 2.7. The TEP1 as calculated according to the formula in Section 8.7 above shall be used for determination of the Commercial Proposal scoring all as specified in Section 8 to the Tender Documents.
- 2.8. Optional safety systems and auxiliary equipment that are not included in the Technical Specifications, but recommended by the manufacturer, shall be delivered in accordance with the terms of the Agreement:

S/N	Optional safety systems and auxiliary equipment	Price per Unit (€)
1		
2		
3		
4		
5		
6		

2.9. **Linkage Mechanism**

- 2.9.1. The Proposed Price for the Manufacture and Supply of Forklift truck 32 ton as specified in **Appendix B** shall be fixed and shall not be linked to any price increase mechanism for a period of one (1) year commencing on the Final Submission Date and no indexation linkage mechanism shall apply during such period.
- 2.9.2. As from the 1st anniversary of the Final Submission Date, the Proposed Price for Forklift truck 32 ton, and the Optional Price for Forklift truck 32 ton shall be linked to the **European Consumer Price Index** (HICP E27 - Overall index, Monthly Index, (2015=100) as published at Eurostat website https://ec.europa.eu/eurostat/databrowser/view/PRC_HICP_MIDX/default/table?lang=en) (the "HICP").
- 2.9.3. The basic index shall be the last known index on the Final Submission Date.
- 2.9.4. The Proposed Price shall be linked in each invoice to index mentioned in section **2.9.2** above.
- 2.9.5. Bidder understands that payment by ISR to the Supplier for the Reachstacker shall be made via bank transfer, in the manner and subject to the terms set forth in the Agreement.

Signature of Bidder

By: (print or type name):

Title:

Appendix B2

Tender No. 42230

For the Supply of Forklifts for ISR's Cargo Division ("Tender")

Bidder's Proposal Form For Type 2 - Forklift truck 38 ton

Price Proposal

Date: _____

1. Price for the Forklifts

- 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. 42230, 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 Forklift for Locomotive ("**Forklifts**").
- 1.2. Bidder may submit his offer for one or more Type of Forklifts (Type 1 and/ or Type 2 and/ or Type 3).
- 1.3. All of the Terms and Conditions included in the Tender Documents shall be considered integral parts of this Proposal.
- 1.4. All prices mentioned herein, including the Proposed Price for the Forklifts, shall be denominated in Euros (€) only.
- 1.5. 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 Bidder for the manufacture, supply and delivery of the Forklifts and the accompanying services to be provided by it as specified in the Agreement, including all warranty and spare parts obligations. The Supplier shall not be entitled to any other payment, fee or compensation whatsoever from ISR.
- 1.6. 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 Forklifts.
- 1.7. 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 F2** (the "**Spare Parts List and Prices**") **ISR reserves the right to decide whether or not to purchase the Spare Parts listed in Appendix F2.**

2.10. The **Proposed Price for the Forklift and the Optional Forklifts (Type 2) including** installation, fee for the Warranty Period of three (3) years 36 months or 9,000 working hours, whichever comes first as follows :

1.8. corrective and Preventive Maintenance fee, spare parts, calibration and training of ISR's staff shall be as follows:

1.9. **Bidder's Proposal for Type 2 Forklift:**

Item	Price per Unit (in Euros)	Quantity (for evaluation purposes only)	Price for Forklifts (Quantity multiplied by Price per Unit)
<u>Type 2 - Forklift truck at least 38 ton</u>		2	
<u>Optional - Type 2 - Forklift truck at least 38 ton</u>		2	
<u>Optional - Yearly warranty and Maintenance (OYM)</u>		8	
Total Price for all the Type 2 Forklifts (“TPD 2”)			

To avoid any doubt, In the event of inaccuracy between the total price and the unit price, the unit price shall prevail.

In case of inaccuracy ISR shall have the right to correct the total price column based on the unit price.

2. **Price for an additional Optional Yearly warranty and maintenance services:**

2.1. Bidders shall propose a yearly fee for additional optional yearly warranty and Maintenance which shall be up to two (2) years (24 months) or 6,000 working hours, whichever comes first - Second warranty period.. The additional optional yearly warranty and Maintenance is mandatory- see ***Appendix A2-1 Data Sheet Section 24.2.***

2.2. ISR reserves the right to purchase the **Optional Yearly warranty and Maintenance** on a yearly basis and for up to 2 years for each of the Forklifts.

- 2.3. Optional auxiliary equipment in accordance with Appendix A2, Appendix A2 –1 data sheet and **Appendix A2 –2** General Requirements (which are included in the Technical Specifications as an option) delivered in accordance with the terms of the Agreement Appendix C:

S/N.	Optional auxiliary equipment	Price per Unit (€)
1	Kissing forks - section 4.2 & 5.6.2 Appendix A2 and section 2.2, 7.2 Appendix A2-1	
2	Steel coil pin - section 4.3 & 5.6.3 Appendix A2 and section 2.3, 7.3 Appendix A2-1	
3	Forward Tilt angle $\geq 7^\circ$ - section 5.7 Appendix A2 and section 6.9 Appendix A2-1	
4	Transmission - Synthetic oil – section 6.2.1 Appendix A2 and section 10.11 Appendix A2-1	
5	Six (6) Radial tires - section 7.1 Appendix A2 and section 14.8 Appendix A2-1	
6	A spare wheel, complete bias type - section 7.1 Appendix A2 and section 14.9 Appendix A2-1	
7	A spare wheel, complete radial type - section 7.1 Appendix A2 and section 14.10 Appendix A2-1	
8	Tyre - Pressure Monitoring System (TPMS) with display inside the cabin - section 7.1 Appendix A2 and section 14.11 Appendix A2-1	
9	Electro-hydraulic dead engine steering - section 7.3 Appendix A2 and section 12.9 Appendix A2-1	
10	Tele Service and Monitoring - section 10 Appendix A2 and section 16.6 Appendix A2-1	
11	Front window - Laminated tinted safety glass - section 11.2.1 Appendix A2 and section 18.8.3 Appendix A2-1	
12	Rear window - Laminated tinted safety glass - section 11.2.2 Appendix A2 and section 18.9.3 Appendix A2-1	
13	Top (Roof) window - Laminated tinted safety glass with anti-sun reflection - section 11.2.3 Appendix A2 and section 18.10.3 Appendix A2-1	
14	Top window - Polycarbonate with anti-sun reflection - section 11.2.3 Appendix A2 and section 18.10.4 Appendix A2-1 (Preference for polycarbonate)	
15	Door's windows - Laminated tinted glass with anti-sun reflection - section 11.2.4 Appendix A2 and section 18.11.3 Appendix A2-1 B	

16	Monotrol selector - section 11.8.3.1 Appendix A2 and section 18.19.3.1 Appendix A2-1	
17	(Additional) Two floodlights on the rear side of cab - section 11.12 Appendix A2 and section 18.23.8 Appendix A2-1	
18	(Additional) Two floodlights on the front side of the cab - section 11.12 Appendix A2 and section 18.23.10 Appendix A2-1	
19	Rear viewer TV Camera & color monitor (7") - section 11.16 Appendix A2 and section 18.27 Appendix A2-1	
20	Public Address System – section 11.18 Appendix A2 A and section 18.29 Appendix A2-1	
21	Rear ultrasonic warning/Personal proximity warning system - section 11.20 Appendix A2 and section 18.31 Appendix A2-1	
22	Rear Radar sensor system - section 11.21 Appendix A2 and section 18.32 Appendix A2-1	
23	Anti-slip of aluminum on fenders - section 11.25 Appendix A2 and section 18.36 Appendix A2-1	
24	One maintenance kit including all filters & belts up to 3,000 w/hr – section 18.2 Appendix A2 and section 21.5 Appendix A2-1	
25	Paint system according to ISO 12944-5 for C3 or equivalent – section 14.1 Appendix A2 and section 25.6 Appendix A2-1	

Note:

Prior to the opening of the Bidders' Proposals, the technical committee shall determine which options will be included in the evaluation for the purpose of selecting the winning bid, provided that all bidders have submitted a complete technical proposal for said options. The evaluation methodology for the options shall be as follows: The price and technical score of the options selected for evaluation shall be added to the bid's total price and quality score, respectively.

- 2.4. It should be noted that Bidders are required to complete **Appendix F2** - Spare Parts List, Maintenance Tools and Prices, All in accordance with the General Terms and Conditions above.
- 2.5. 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.
- 2.6. **The Bidder's total evaluated price ("TEP2") for Type 1 is TPD2.**

- 2.7. The TEP 2 as calculated according to the formula in Section 8.7 above shall be used for determination of the Commercial Proposal scoring all as specified in Section 8 to the Tender Documents
- 2.8. Optional safety systems and auxiliary equipment that are not included in the Technical Specifications, but recommended by the manufacturer, shall be delivered in accordance with the terms of the Agreement :

S/N	Optional safety systems and auxiliary equipment	Price per Unit (€)
1		
2		
3		
4		
5		
6		

2.9. **Linkage Mechanism**

2.9.1. The Proposed Price for the Manufacture and Supply of Forklift truck 38 ton as specified in **Appendix B** shall be fixed and shall not be linked to any price increase mechanism for a period of one (1) year commencing on the Final Submission Date and no indexation linkage mechanism shall apply during such period.

2.9.2. As from the 1st anniversary of the Final Submission Date, the Proposed Price Forklift truck 38 ton, and the Optional Price Forklift truck 38 shall be linked to the **European Consumer Price Index** (HICP E27 - Overall index, Monthly Index, (2015=100) as published at Eurostat website

https://ec.europa.eu/eurostat/databrowser/view/PRC_HICP_MIDX/default/table?lang=en
 (the "HICP").

2.9.3. The basic index shall be the last known index on the Final Submission Date.

2.9.4. The Proposed Price shall be linked in each invoice to index mentioned in section 2.9.2 above.

2.9.5. Bidder understands that payment by ISR to the Supplier for the **Forklifts 38 ton** shall be made via bank transfer, in the manner and subject to the terms set forth in the Agreement.

Signature of Bidder _____

By: (print or type name): _____ Title: _____

Appendix B3

Tender No. 42230

For the Supply of Forklifts for ISR's Cargo Division ("Tender")

Bidder's Proposal Form For Type 3 - Reachstacker

Price Proposal

Date: _____

1. Price for the Reachstackers

- 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. 42230, 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 **Reachstackers** for ISR's Cargo Division ("**R.Ss**").
- 1.2. Bidder may submit his offer for one or more Type of Forklifts (Type 1 and/ or Type 2 and/ or Type 3).
- 1.3. All of the Terms and Conditions included in the Tender Documents shall be considered integral parts of this Proposal.
- 1.4. All prices mentioned herein, including the Proposed Price for the Forklifts, shall be denominated in Euros (€) only.
- 1.5. Bidder hereby acknowledges and declares that sums stated herein (**Appendix B3**) shall be the final, complete and inclusive price that will be paid to the Bidder for the manufacture, supply and delivery of the Forklifts and the accompanying services to be provided by it as specified in the Agreement, including all warranty and spare parts obligations. The Supplier shall not be entitled to any other payment, fee or compensation whatsoever from ISR.
- 1.6. 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 **Reachstackers**.
- 1.7. 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 F3** (the "**Spare Parts List and Prices**") **ISR reserves the right to decide whether or not to purchase the Spare Parts listed in Appendix F3.**

- 1.8. The **Proposed Price for the Forklift and the Optional Reachstackers (Type 3) including installation, fee for the Warranty Period of (3) years 36 months or 9,000 working hours, whichever comes first as follows :**

1.9. **Bidder's Proposal for Type 3 Reachstackers:**

Item	Price per Unit (in Euros)	Quantity (for evaluation purposes only)	Price for Forklifts (Quantity multiplied by Price per Unit)
<u>Type 3 - Reachstacker at least 45 ton</u>		2	
<u>Optional - Type 3 - Reachstacker at least 45 ton</u>		2	
<u>Optional - Yearly warranty and Maintenance (OYM)</u>		8	
<u>Total Price for all the Type 3 Reachstackers ("TPD 3")</u>			

To avoid any doubt, In the event of inaccuracy between the total price and the unit price, the unit price shall prevail.

In case of inaccuracy ISR shall have the right to correct the total price column based on the unit price.

2. **Price for an additional Optional Yearly warranty and maintenance services:**

- 2.1. Bidders shall propose a yearly fee for additional optional yearly warranty and Maintenance which shall be up to two (2) years (24 months) or 6,000 working hours, whichever comes first - Second warranty period.. The additional optional yearly warranty and Maintenance is mandatory- see ***Appendix A3-1 Data Sheet Section 28.2.***
- 2.2. Optional auxiliary equipment in accordance with Appendix A3, Appendix A3 –1 data sheet and ***Appendix A3 –2*** General Requirements (which are included in the Technical Specifications as an option) delivered in accordance with the terms of the Agreement Appendix C:

No.	Subject	Price (€)
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1	Spreader side sloping - hydraulic control tilting- section 7.6 Appendix A3 and section 9.14.2 Appendix A3-1	
2	Transmission - Synthetic oil – section 10.2.1 Appendix A3 and section 12.12 Appendix A3-1	
3	A spare wheel, complete radial type - section 11.1 Appendix A3 and section 16.1.9 Appendix A3-1	
4	Six (6) bias/diagonal tires - section 11.1 Appendix A3 and section 16.2 Appendix A3-1	
5	A spare wheel, complete bias/diagonal type - section 11.1 Appendix A3 and section 16.2.9 Appendix A3-1	
6	Tyre - Pressure Monitoring System (TPMS) with display inside the cabin - section 11.1 Appendix A3 and section 16.3 Appendix A3-1	
7	Electrohydraulic dead engine steering - section 11.2.1 Appendix A3 and section 14.8 Appendix A3-1	
8	A Start/stop function to save fuel - section 13.3 Appendix A3 and section 19.4.4 Appendix A3-1	
9	Tele Service and Monitoring - section 14.7 Appendix A3 and section 18.7 Appendix A3-1	
10	Front window - Tinted laminated safety glass - section 15.3.1 Appendix A3 and section 22.8.2 Appendix A3-1	
11	Rear window - Tinted laminated safety glass - section 15.3.2 Appendix A3 and section 22.9.2 Appendix A3-1	
12	Top window - Tinted laminated safety glass - section 15.3.3 Appendix A3 and section 22.10.2 Appendix A3-1	
13	Top window - Tinted polycarbonate - section 15.3.3 Appendix A3 and section 22.10.3 Appendix A3-1	
14	Sides (Doors) windows - Tinted Laminated safety glass - section 15.3.4 Appendix A3 and section 22.11.2 Appendix A3-1	
15	Extra sound insulation - reduction of at least 3 dB(A) - section 15.6 Appendix A3 and section 22.20.2 Appendix A3-1	
16	2 working lights on the front edge of the cabin - section 15.15.8.1 Appendix A3 and section 22.24.11.1 Appendix A3-1	
17	2 working lights on the rear edge of the cabin - section 15.15.8.2 Appendix A3 and section 22.24.11.2 Appendix A3-1	
18	Extra Two (2) working lights on a boom - section 15.15.8.3 Appendix A3 and section 22.24.11.3 Appendix A3-1	

19	Extra Two (2) working lights on front fenders, Directed to 20' / 40' spreader- section 15.15.8.4 Appendix A3 and section 22.24.11.4 Appendix A3-1	
20	Extra Two (2) working lights on spreader - section 15.15.8.5 Appendix A3 and section 22.24.11.5 Appendix A3-1	
21	Public Address System – section 15.17 Appendix A3 and section 22.26 Appendix A3-1	
22	Automatic engine shutdown after 5 minutes (can be adjustable) at idle mode - section 15.22 Appendix A3 and section 22.32 Appendix A3-1	
23	One rear viewer TV Cameras - section 15.23 Appendix A3 and section 22.33 Appendix A3-1	
24	Two front viewer TV Cameras - section 15.24 Appendix A3 and section 22.34 Appendix A3-1	
25	Rear ultrasonic warning/Personal proximity warning system - section 15.25 Appendix A3 and section 22.35 Appendix A3-1	
26	Reverse warning system sensor system (radar) – section 15.26 Appendix A3 and section 22.36 Appendix A3-1	
27	One maintenance kit including all filters & belts up to 3,000 w/hr - section 23.2 Appendix A3 and section 23.5 Appendix A3-1	
28	R.S upper structure Paint system according to ISO 12944 for C3 or equivalent - section 19.1 Appendix A3 and section 27.1.3 Appendix A3-1	
29	Cab roof Paint system according to ISO 12944 for C3 or equivalent - section 19.1 Appendix A3 and section 27.3.3 Appendix A3-1	
30	warranty of 24 months or 6,000 working hours, whichever comes first – section 10 Appendix A3-2 and section 28.2 Appendix A3-1	

Note:

Prior to the opening of the Bidders' Proposals, the technical committee shall determine which options will be included in the evaluation for the purpose of selecting the winning bid, provided that all bidders have submitted a complete technical proposal for said options. The evaluation methodology for the options shall be as follows: The price and technical score of the options selected for evaluation shall be added to the bid's total price and quality score, respectively.

- 2.3. It should be noted that Bidders are required to complete **Appendix F3** - Spare Parts List, Maintenance Tools and Prices, All in accordance with the General Terms and Conditions above.
- 2.4. 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.
- 2.5. **The Bidder's total evaluated price ("TEP3") for Type 3 is TPD3.**
- 2.6. The TEP 3 as calculated according to the formula in Section 8.7 above shall be used for determination of the Commercial Proposal scoring all as specified in Section 8 to the Tender Documents.
- 2.7. Optional safety systems and auxiliary equipment that are not included in the Technical Specifications, but recommended by the manufacturer, shall be delivered in accordance with the terms of the Agreement:

S/N	Optional safety systems and auxiliary equipment	Price per Unit (€)
1		
2		
3		
4		
5		

2.8. **Linkage Mechanism**

- 2.8.1. The Proposed Price for the Manufacture and Supply of Reachstacker as specified in **Appendix B** shall be fixed and shall not be linked to any price increase mechanism for a period of one (1) year commencing on the Final Submission Date and no indexation linkage mechanism shall apply during such period.
- 2.8.2. As from the 1st anniversary of the Final Submission Date, the Proposed Price Reachstacker, and the Optional Price Reachstacker shall be linked to the **European Consumer Price Index** (HICP E27 - Overall index, Monthly Index, (2015=100) as published at Eurostat website https://ec.europa.eu/eurostat/databrowser/view/PRC_HICP_MIDX/default/table?lang=en) (the "HICP").
- 2.8.3. The basic index shall be the last known index on the Final Submission Date.
- 2.8.4. The Proposed Price shall be linked in each invoice to index mentioned in section 2.8.2 above.
- 2.8.5. Bidder understands that payment by ISR to the Supplier for the Reachstacker shall be made via bank transfer, in the manner and subject to the terms set forth in the Agreement.

Signature of Bidder _____

By: (print or type name): _____, *Title:* _____

Appendix C

Tender No. 42230

For the Supply of Forklifts for ISR's Cargo Division ("Tender")

THE AGREEMENT

(Attached separately)

Appendix D1

Tender No. 42230

For the Supply of Forklifts for ISR's Cargo Division ("Tender")

Experience and Reference List

Type 1 - Forklift Truck with a lifting capacity of at least 32 tons

Name of Customer	Date the Forklifts were manufactured	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: _____
			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 D2

Tender No. 42230

For the Supply of Forklifts for ISR's Cargo Division ("Tender")

Experience and Reference List

Type 2- Forklift Truck with a lifting capacity of **at least 38 tons**

Name of Customer	Date the Forklifts were manufactured	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: _____
			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 D3

Tender No. 42230

For the Supply of Forklifts for ISR's Cargo Division ("Tender")

Experience and Reference List

Type 3-Reachstackers with a lifting capacity of **at least 45 tons**

Name of Customer	Date the Reachstackers were manufactured	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: _____
			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: _____

- 18.1. The Manufacturer and/or the Authorized Importer has manufactured and/or supplied, commencing 2021 and up to the final submission date, at least the minimum quantity and lifting capacity [tons] mentioned in the "Past experience" column for each type of the "Forklift Truck and Reachstacker Type Table" offered by the Bidder (Type 1 and/or Type 2 and/or Type 3).

The Bidder shall fill up the chart for each Type:

Forklift Truck and Reachstacker Type Table		
S/N	Type	Past experience (Minimum Quantity and Capacity supplied/manufactured)
1	Forklift Truck with a lifting capacity of at least 32 tons	At least 2 Forklift Trucks with a lifting capacity from 25 to 34 tons.
2	Forklift Truck with a lifting capacity of at least 38 tons	At least 4 Forklift Trucks with a lifting capacity from 36 to 48 tons
3	Reachstackers with a lifting capacity of at least 45 tons	At least 4 Reachstackers with a lifting capacity of 45 tons or more

Bidder's Name: _____

Address: _____

Telephone: _____

Signature of Bidder: _____

By: _____

Title: _____

Appendix E
Tender No. 42230

For the Supply of Forklifts for ISR's Cargo Division ("Tender")

Manufacturer/ Supplier Declaration

The undersigned, [*company name and registration number*] _____ (the "**Bidder**"), the Bidder in Tender No' 42230 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 F1 - Spare Parts List FLT 32 Ton

Tender No. 42230

For the Supply of Forklifts 32 Ton for ISR's Cargo Division ("Tender")

Spare Parts List, Maintenance Tools

The Bidder shall submit a list of all necessary and recommended Spare Parts required for maintenance of the **FLT 32 Ton** (the "Spare Parts List").

Supplier undertakes that during a period of Seven (7) years commencing from the expiration of the warranty period of the last purchased FLT 32 Ton, the recommended Spare Parts will remain available to ISR's purchase.

Spare Part	Original manufacturer's name and part number	Delivery Time	Estimated annual usage

Total			

Appendix F2 - Spare Parts List FLT 38 Ton

Tender No. 42230

For the Supply of Forklifts 38 Ton for ISR's Cargo Division ("Tender")

Spare Parts List, Maintenance Tools

The Bidder shall submit a list of all necessary and recommended Spare Parts required for maintenance of the **FLT 38 Ton** (the "Spare Parts List").

Supplier undertakes that during a period of Seven (7) years commencing from the expiration of the warranty period of the last purchased FLT 38 Ton, the recommended Spare Parts will remain available to ISR's purchase.

Spare Part	Original manufacturer's name and part number	Delivery Time	Estimated annual usage

Total			

Appendix F3 - Spare Parts List for Reachstacker

Tender No. 42230

For the Supply of Reachstackers for ISR's Cargo Division ("Tender")

Spare Parts List, Maintenance Tools

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

Supplier undertakes that during a period of Seven (7) years commencing from the expiration of the warranty period of the last purchased Reachstacker, the recommended Spare Parts will remain available to ISR's purchase.

Spare Part	Original manufacturer's name and part number	Delivery Time	Estimated annual usage

Total			

Appendix G1,G2,G3

Tender No. 42230

For the Supply of Forklifts for ISR's Cargo Division ("Tender")

Technical Evaluation and Scoring

(Attached separately in each technical specification)

Appendix H

Tender No. 42230

For the Supply of Forklifts for ISR's Cargo Division ("Tender")

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. 42230

For the Supply of Forklifts for ISR's Cargo Division ("Tender")

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, I hereby undertake to keep in strict confidence and not to disclose to any other person or entity, other than those taking part in the execution of the work subject of the agreement.
4. I hereby undertake not to provide any details on the execution of the work for the Israel Railway, on its contents or its scope, to any person or entity not authorized in advance in writing to receive these details by the Israel Railway CEO.
5. I hereby undertake not to make any use of the Information myself or through others unless it is for the purpose of the execution of the work subject of the agreement.
6. I hereby undertake to strictly protect the Information and to take all of the precautions necessary to prevent it from reaching others including a corporation, and I undertake to limit the access to the Information only to those taking part in the execution of the work.
7. I hereby undertake to bring the contents of this undertaking to the knowledge of any of the people engaged on my behalf in the execution of the work and to have each of them sign a personal undertaking to uphold the undertaking, as specified above.
8. I shall not employ any person in the execution of the work unless they have signed a personal undertaking for confidentiality in the above phrasing.
9. I undertake to notify the Israel Railway immediately on any concern regarding the disclosure of Information and/or a demand for its disclosure. In the event steps are initiated against me which under law will oblige me to disclose the Information, I hereby undertake to notify the Israel Railway of the fact immediately so as to allow the Israel Railway to take all steps necessary to protect the confidentiality of the Information, and in any event I shall not disclose or reveal anything other than the part explicitly required under the law, and after having taken all the measures specified above.

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

Sincerely,

Company _____

Date _____

First name _____

Last name _____

ID _____

Signature _____

Appendix J

Tender No. 42230

For the Supply of Forklifts for ISR's Cargo Division ("Tender")

Safety Rules

(Attached separately)