

**ATTACHMENT E**

**SUBMISSION SIGNATURE FORM**

**Attachment E1\***

\* *This Attachment E1 shall be submitted by each Participant.*

**Submission Signature Form**

To: Israel Railways Ltd. ("ISR")  
Tel Aviv Central Train Station - Savidor (Arlozorov)  
P.O.B. 18085  
Tel Aviv 61180,  
Israel

Re: **Tender No. 41601 ("the Tender")**

The undersigned, \_\_\_\_\_, for the purpose of submitting a Submission at the Pre-Qualification Stage of the Tender, hereby declares, warrants and undertakes as follows:

1. We have read and fully understood all of the Pre-Qualification Documents, including the attachments thereto, and all Notices to Participants issued by ISR until the Pre-Qualification Submission Date in ISR's website, which constitute an integral part of the Pre-Qualification Documents. We have carefully read and understood the contents of the Pre-Qualification Documents in their entirety, and consulted (where we have deemed such consultation required) with experts. We hereby submit this Submission in accordance with the terms and provisions contained therein. We further agree to all of the provisions of the Tender process contained in the Pre-Qualification Documents, and undertake to be bound by all such provisions.
2. The terms of the Submission submitted by Participant with this Submission Signature Form, and any and all documents, experience lists, declarations, financial statements, certificates and authorizations submitted as part of such Submission, are complete, correct, and are not misleading in any respect. This Submission has been prepared on the basis of, and in accordance and compliance with, the Invitation to Pre-Qualify, and all exhibits, schedules, attachments, addendums and amendments thereto.
3. The Submission is being submitted, and has been prepared, solely by us and not jointly (directly or indirectly) with any other Participant.
4. The Participant is not (directly or indirectly) involved with any other Participant in connection with this Tender, other than for the limited purpose of required engineering correspondences with ISR's Rolling Stock suppliers.
5. We undertake to keep in strict confidence, not to disclose and not to make any use of any information or data, in any form or media, partial or complete, provided to us by ISR or on its behalf or made known to us otherwise as a result of or in connection with the Tender. For the removal of doubt, our above undertaking is in addition to, and without derogating from, the provisions of Section 13 of the Invitation to Pre-Qualify.
6. We warrant that we are legally entitled to use and transfer all information, know-how, trade secrets, patents and/or other intellectual property contained in our Submission. For the removal of doubt, our above warrant is in addition to, and without derogating from, the provisions of Section 13 of the Invitation to Pre-Qualify.
7. We understand that the submission of this Submission is only part of the Pre-Qualification Stage of the Tender process and that if we are selected as an Eligible Participant, we will be invited to submit a proposal at the Selection Stage, if and when instructed by ISR. Without derogating from the foregoing, we understand and agree that ISR has the right, *inter alia*, (a) to reject any or all Submissions; (b) to request additional information from Participant or other parties; (c) to cancel or modify the Tender documents at any time.

8. There are no conflicts of interests between any of our prior or current engagements or activities and/or those of our employees and/or consultants, and the obligations or rights of Participant under the Pre-Qualification Documents.
9. We represent and warrant that we have ascertained with respect to ourselves as well as with respect to our consultants that neither we nor their consultants have provided consultation services to ISR or otherwise assisted it, directly or indirectly, with the preparation of the Tender and/or any aspect of the Project.
10. We undertake that we shall remain committed to our Submission throughout the Tender process, as such Submission may be amended or renewed according to the instructions of ISR.
11. We hereby agree to indemnify ISR for all damages incurred by it as a result of a breach of any of the declarations, warranties and undertakings contained herein and/or in our Submission.
12. Signature on this Submission Signature Form constitutes our binding commitment, fully enforceable by ISR, to comply with all of the terms and obligations imposed on Participant pursuant to the Pre-Qualification Documents.
13. By signing this Submission Signature Form, Participant shall be deemed to have signed on any and all pages of the final version of the Pre-Qualification Documents as of the Pre-Qualification Submission Date, and on any and all pages of its Submission (including any attachment thereto).

Date: \_\_\_\_\_

	Name of authorized signatory	Signature of authorized signatory	Title of authorized signatory
[Company Name]			