

APPENDIX B

Bidder's Proposal Form

Date: _____

Israel Railways Ltd.
Procurement & Contracting Division - RFP Box No. 8
Darcei Moshe 3,
Lod 7130703
Israel

Name of bidder: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Re: Proposal for Consulting Services

1. Bidder declares that it has read, fully understands and agrees to the terms and conditions of the RFP, including the General Terms and Conditions herein, the Scope of Services, the Consulting Agreement and other appendices of this RFP (collectively the "**RFP Documents**"), and hereby submits to ISR its proposal to provide the Services.
2. All of the terms and conditions included in the RFP Documents shall be considered as an integral part of this proposal, and all terms not otherwise defined in this Appendix B, shall bear the same meaning as defined in the RFP Documents.
3. Bidder hereby declares that it has the ability to fully perform the Consulting Services required under the RFP and should this proposal be selected as the winning proposal, bidder hereby undertakes to fulfill all of its obligations under the Agreement.
4. Bidder hereby submits a discount rate (in percentages), which shall be applicable to each Task Order issued under the Agreement (the "Discount"), as specified below:
 - 4.1 The discount rate may be different, in various categories of Consultants (Junior, Senior, Technician/clerks) and/or different durations of Task Orders.
 - 4.2 The discount rate, shall not, under any circumstances, be negative (less than 0).
 - 4.3 In case of inaccuracy between the discount rate and the total price indicated hereunder by the bidder, ISR shall have the right to correct the total price column based on the Discount rate proposed and mentioned by the bidder and the tariff specified in the relevant line.

- 4.4 It is hereby clarified that the sums stated herein **Appendix B** shall constitute - subject to the Discount rate proposed by the bidder - the final price that will be paid to the Consultant for providing the Services, including all of the related taxes and expenses, as specified in Section 4 of the RFP's General Terms and Conditions, excluding the cost of flight tickets to and from Israel.
- 4.5 The daily price for each type of consultant and according to the length of the Task Order, to which the Discount shall be applied, is as follows (the "Prices"):

Price per one working day(*)					
	Duration of Task Order	Tariff of Senior Consultant services (**) (Fee)	Evaluation Coefficient	Discount Rate (DR)	Total Price (= Fee * No of working Days) * (1-dr)
A1	10 working days or less	1050 €	100		_____ € (in words) _____ EURO.
A2	between 11 and 30 working days	1000 €	260		_____ € (in words) _____ EURO.
A3	31 working days or more	950 €	130		_____ € (in words) _____ EURO.
	Duration of Task Order	Tariff of Junior consultant services (***) (Fee)	Evaluation Coefficient	Discount Rate (DR)	Total Price (= Fee * No of working Days) * (1-dr)
B1	10 working days or less	850 €	40		_____ € (in words) _____ EURO.
B2	between 11 and 30 working days	800 €	130		_____ € (in words) _____ EURO.
B3	31 working days or more	750 €	40		_____ € (in words) _____ EURO.
	Duration of Task Order	Tariff of technicians/ Clerks services (Fee)	Evaluation Coefficient	Discount Rate (DR)	Total Price (= Fee * No of working Days) * (1-dr)
C1	10 working days or less	600 €	20		_____ € (in words) _____ EURO.
C2	between 11 and 30 working days	550 €	40		_____ € (in words) _____ EURO.
C3	31 working days or more	500 €	20		_____ € (in words) _____ EURO.
TP = Total Price of A1+A2+A3+B1+B2+B3+C1+C2+C3 =					_____ € (in words) _____ EURO.

(*) A working day shall consist at least eight (8) working hours.

(***) No more than 10 years experience but no less than 5 years experience.

(**) At least 10 years experience.

DBL - Daily Board and Lodging in Israel (including telephone/mobile and transportation expenses): _____ € (in word)
_____ EURO.

Be advised that the DBL shall not exceed - under any circumstances - 190 € Euro. ISR shall amend Bidder's proposal that exceeds 190 € so that it shall be equal to 190 € Euro.

4.6 We hereby declare that we fully understand that the pricing chart above (and all of its components) shall not be construed under any circumstances as an issued assignment, milestone or any obligation of ISR to issue any Task Orders. Moreover, we acknowledge that the agreement to be signed between the bidder and ISR shall be based solely on the daily rates - subject to the discount rate proposed by the bidder - with no indication of the Evaluation Coefficient.

4.7 **Flight tickets to and from Israel** - ISR shall bear the costs for flight tickets (economy class) only for visits in Israel.

Payment of airfare expenses shall be made subordinate to:

4.7.1 Prior approval of ISR project manager for each flight made; and

4.7.2 A presentation of payment-invoice.

5. **Duration of the Task:**

5.1 The duration of each Task Order shall be determined by the parties on a per assignment basis or as otherwise agreed between the parties.

5.2 For the avoidance of a doubt, the task order duration shall be determined only by the number of working-days, as specified in paragraphs 5.2 and 5.3 hereunder.

5.3 The bidder shall be requested to provide consulting-service for less than one working-day. In this event, the price for this scope of service will be calculated as a derivative price of one working day within a task order of 11-30 working-days (pursuant to the discount rate offered by the bidder) in accordance with the category of the relevant Consultant (Junior, Senior, Technician/clerks).

5.4 Without derogating from Section 4.4 above, in the event of supervision and/or project-management Task Orders and/or Long term Task Orders ("Long term Task Order" as defined hereunder), the price for the Task Order shall be negotiated between the Parties on a per Task Order basis, based on the Prices set forth above in this Appendix.

5.5 For the purpose of this paragraph, "Long term Task Order" shall have the meaning of a task order which shall be carried out throughout 50 working days or more.

6. **Terms of Payment**

6.1 Amounts due to the Consultant by ISR shall be paid on a per Task Order basis upon completion of the specific Task Order for which payment is being made, within forty-five (45) days of the receipt of the following documents:

(a) A signed invoice of the Consultant for the payment of the Task Order cost; and

(b) A duly signed Certificate of Completion for the Task Order in the form attached hereto as Annex C in the Agreement.

- 6.2 Notwithstanding the abovementioned, for Long term Task Orders, as defined in Section 5.4 above, the Payment to Consultant shall be made on a monthly basis. ISR reserves its right, at its sole discretion, to negotiate a different kind of payment with Consultant for Long term Task Orders.
- 6.3 As mentioned-before, the number working-days of each Task Order shall be negotiated by the parties on a per Task Order basis or as otherwise agreed between the parties. Non-Working-days (weekends, holidays, etc.) during working periods won't be taken in consideration for evaluating the Consultant's tariff (fee for professional services) per each task order.
- 6.4 Task Orders duration and therefore the tariff of payment for each worker (Consultants/ Technicians/ Clerks) in a specific Task Order, shall be determined by the duration between the first working-day (of one of the bidder's workers) in which the relevant Task Order has been commenced, and the last working-day (of the same or other worker) in which the relevant Task Order has been completed.

7. **Linkage Mechanism**

- 7.1 The Prices specified in Section 8 above shall be fixed and shall not be linked to any price increase mechanism for a period of two years commencing on the Final Submission Date.
- 7.2 As from two year from the Final Submission Date the Prices, after applying the Discount, shall be linked to the European Consumer Price Index (HICP E25 - Overall index, Monthly Index, (2005=100) as published at Eurostat website <http://epp.eurostat.ec.europa.eu/portal/page/portal/hicp/data/database>) ("HICP").
- 7.3 The basic index for the HICP shall be the last known index on the Final Submission Date.
- 7.4 The price adjustments set forth herein shall be performed once a year only from the second anniversary of the Final Submission Date.
- 7.5 Bidder understands that payment by ISR to the Supplier for the BRM shall be made by way of bank transfer in the manner and terms set forth in the Agreement.

Bidder hereby permits representatives of ISR to inspect its facilities, at any time.

Signature of Bidder
By: (print or type name):
Title:

Attorney Confirmation

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

Signature

Date