

RFP No. 41905

Provision of Consulting Services in Various Railway Fields for

Israel Railways (RFP)

General Terms and Conditions

Preamble

Israel Railways Ltd. ("ISR"), in accordance with its obligations under the Israeli Mandatory Tender Law and its implementing regulations, wishes to obtain bids for:

Professional consulting services, assistance and support (the "Consulting Services") in ISR's various railways fields (hereinafter: "**railways fields**") including:

- **Rolling Stock** - development and maintenance - Appendix A1
- **Infrastructure** - development and maintenance - Appendix A2
- **Telecommunication** - development and maintenance - Appendix A3
- **Railway Operations** - development and maintenance - Appendix A4
- **Computerization** - development and maintenance - Appendix A5
- **Safety, Security and Environment** - development and maintenance - Appendix A6
- **Planning and Development** - development and maintenance - Appendix A7

All as set out in the attached Appendix A (the "**Scope of Services**").

The bidder may submit a proposal for any and/or all of the Scope of Services set forth in the attached Appendix A1-A7 or any part thereof. By way of example, a bidder may submit a proposal for the Scope of Services set forth in Appendix A1 or any part thereof and in addition may submit a proposal for the Scope of Services set forth in Appendix A3 or any part thereof.

Each proposal will be reviewed and evaluated separately, as if submitted in different RFPs.

Without derogating from the above-mentioned, the prices submitted by the bidder (in the attached Appendix B), shall be applicable to each and all proposals.

1. General Terms

- 1.1.** ISR intends to enter into a framework agreement with more than one bidder for each railway field specified in each of the attached Appendices A1-A7, on a non-exclusive basis for the provision of the Consulting Services from time to time for a period of four (4) years as from the Agreement's signing Date (the "**Agreement Period**").

- 1.2. In addition, ISR shall have the option to extend the Agreement Period for additional successive periods of up to a maximum of two (2) years commencing as from the completion of the Agreement Period (“**Option Period**”).
- 1.3. It is hereby clarified that during the Agreement Period or any time thereafter, ISR may at its sole discretion engage in a contractual relationship with additional consultants for any scope of services.
- 1.4. **Scope of Services** - The Services to be performed by the winning bidder(s) (“**Consultant(s)**”) shall be carried out through Task Orders issued from time to time by ISR on a non-exclusive basis (hereinafter “**Task Orders**”) in accordance with the Scope of Service detailed in the attached Appendix A which is relevant to the bidder's proposal and the agreement to be signed with the winning bidders.
- 1.5. It is hereby clarified that ISR shall be under no obligation whatsoever to purchase all or any part of the Services requested under this RFP and may decide not to issue any Task Orders throughout the Agreement Period. In this event, the bidder won't be entitled to any compensation.
- 1.6. The Services shall be provided at the Consultant's home country or on site in Israel, as the circumstances shall require and as defined in each Task Order. In addition, ISR may issue Task Orders for supervision and/or project- management, requiring the Consultant to be present in locations other than Israel or the Consultant's home country.
- 1.7. **Language** - All communication and documentation submitted by the Consultant whether by way of oral presentation or written reports, including all correspondence between ISR and the Consultant, shall be in English or in Hebrew.
- 1.8. **Governing Agreement** - The performance of the Services, including but not limited to, the fees, the Task Orders, the terms of payment, the working procedures, the scope of liability, responsibility and all other general and legal terms for the engagement of the Consultant by ISR are governed by the Consulting Agreement, attached hereto as Appendix C (the “**Agreement**”). The Agreement, Annexes and the Appendices attached thereto constitute an inseparable part of this RFP.

2. Pre-requisites for Participation in the RFP (“Pre-requisites”)

- 2.1. The Bidder must be a registered company, a governmental entity, a non-profit organization or a single Consultant.
- 2.2. The Bidder has provided, from 2013 onwards, technical and/or operational and/or economical Consulting Services for two different projects which were executed in the heavy-railway field.

For the sake of clarity, it is hereby specified that the receipt of the RFP documents by any bidder shall not be deemed as an approval by ISR of the compliance of such bidder with the Pre-requisites.

3. Proof of compliance

- 3.1. The bidder shall prove its compliance with Section 2.1 by submitting a statement signed by an attorney or a certificate from the local Chamber of Commerce stating its legal status.
- 3.2. Such statement shall be submitted by completing part I of the attached **Appendix D1**.
- 3.3. The bidder shall prove its compliance with 2.2 of the Pre-requisites by completing part II of the attached Appendix D.
- 3.4. The bidder may attribute past experience of employees (even prior to employment with the bidder) in order to comply with Section 2.2 of the Pre-requisites.
- 3.5. A bidder who shall not prove its full compliance with the Pre-requisites may be disqualified.
- 3.6. Notwithstanding the aforesaid, ISR shall have the right, at its sole discretion, not to disqualify proposals which do not contain all the documents necessary to prove the bidders' compliance with the Pre-requisites. ISR shall have the right, at its sole discretion, to request from any of the bidders any additional details, approvals, recommendations and certificates, necessary to enable ISR to reach the required decisions.
- 3.7. The Bidder shall submit a certified affidavit signed by the CEO of the Bidder, that confirms that the Bidder has in fact fulfilled all of the requirements established in section 2 above. Attached as Appendix D2 the form of the affidavit to be submitted.
- 3.8. **Required Personnel** - In order to perform the Services, the Consultant shall specify in the attached **Appendix F**, the key personnel for providing the Services, consisting of at least:
 - **One (1) engineer with at least ten (10) years of proven experience** (senior consultant), in providing technical and/or operational and/or economical consultancy services in any of the railway field for which the bidder has submitted its proposal.
 - **In addition, bidder should submit the C.V. of such senior consultant.** The C.V. shall indicate the senior consultant's position; commencement of employment with the bidder (month/year); qualification; year of graduation; years of Experience; notable projects; and professional experience.
 - **It is hereby clarified that Appendix F should be submitted by the bidder in accordance with each railway field (Appendices A1-A7) it has submitted its proposal for.**

4. Commercial Terms

- 4.1. **Price Proposal** - The Bidder shall quote a discount rate (in percentages), which shall be applicable on the prices and fees of the Consulting Services specified in the bidder's proposal form attached hereto as **Appendix B** (the "**Discount Rate**"). It is

clarified that such fees shall be daily fees applicable to each and every Task Order issued by ISR from time to time throughout the Agreement Period.

- 4.2. Nevertheless, the bidder may be requested to provide consulting-service for less than one working-day. In this event, the price of the hourly service will be calculated as a derivative price of one working day within a task order of 11-30 working-days, as specified in the aforesaid **Appendix B** (pursuant to the discount rate offered by the bidder) in accordance with the category of the relevant Consultant (Junior, Senior, Technician/clerks).
- 4.3. Task orders for supervision and/or project-management and/or Long term Task Orders (as defined in paragraph 4.5 of the attached **Appendix B**), shall be negotiated between the parties on a Task Order basis, based on the Bidder's Price Proposal.
- 4.4. The prices and fees specified pursuant to Section 4.1 above shall include all taxes, fees, duties, licenses, costs or other payments that are to be paid in connection with the Scope of Services, excluding the cost of flight tickets to and from Israel. Notwithstanding the abovementioned, ISR shall only be liable for any VAT levied on the Services by the Israeli Tax Authorities.
- 4.5. The price specified in the Bidder's Proposal Form (**Appendix B**) based on the Discount Rate submitted by the bidder, shall include any sum which the Israeli Tax Authorities require to be withheld at source. The amounts required by applicable law to be withheld at source by the Israeli Tax Authorities shall be paid by ISR directly to the Israeli Tax Authorities and shall be deducted from all sums set out in the Bidder's Proposal Form (prices plus discount rate), payable pursuant to the Agreement, unless the supplier submits to ISR a formal exemption-approval from the Israeli Tax authorities.
- 4.6. The sums stated in the Bidder's Proposal Form shall be quoted in Euro (€) currency and shall constitute the final, complete and inclusive price that will be paid to the Consultant for providing the Services, including all of the relevant expenses and taxes as mentioned above, and the Consultant shall not be entitled to any other payment, fee or compensation whatsoever from ISR.
- 4.7. **Terms of Payment** - as set forth in the Bidder's Proposal Form (**Appendix B**) and in the Agreement attached hereto.

5. RFP Procedure – General

- 5.1. RFP Documents are available for review and download at no charge at ISR's website at the following address:
<http://www.rail.co.il/HE/ISRRFPs/Pages/RFPList.aspx>
- 5.2. Any Bidder who encounters difficulties in downloading the RFP Documents may contact Mr. Netanel Kimchi, Coordinator of International Procurement by e-mail: netanelk2@rail.co.il.

6. Submission of Proposals

- 6.1. Each proposal shall be submitted by a single bidder. Proposals submitted jointly by more than one bidder will be disqualified.
- 6.2. Proposals must be submitted no later than **February 3, 2020, by 13:00 Israel time**, in a closed envelope which shall read RFP No. 41905 (hereinafter: the “**Main Envelope**”) at the address set forth below.
- 6.3. The proposals are to be submitted in **three (3) copies** for each railway-field for which the bidder has submitted its proposal (**Appendices A1-A7**), into **RFP Box No. 8**, located at the following address:

**Israel Railways Ltd.
Management Building
Procurement & Contracting Division - RFP Box No. 8
Darcei Moshe 3 St.
Lod 7130703
Israel**

- 6.4. The bidder is requested to read carefully all of the documents attached herein and submit the following documents which shall be included in the Main Envelope and signed, where applicable, by the authorized signatory bodies:
 - 6.4.1. A separate envelope which shall read “**Commercial Proposal – RFP No. 41905**” shall be inserted in the Main Envelope and shall include a signed and completed Bidder’s Proposal Form (**Appendix B**).
 - 6.4.2. A separate envelope which shall read “**Professional Proposal – RFP No. 41905**” shall be inserted in the Main Envelope and shall include all the other Appendices and other necessary documents, inter alia, the following:
 - 6.4.2.1. A signed copy of the Consulting Agreement (**Appendix C**), including the bidder’s relevant information in the heading thereof (excluding the date).
 - 6.4.2.2. A signed and completed copy of **Appendix D** (all three parts).
 - 6.4.2.3. A signed confidentiality undertaking, in the form attached hereto as **Appendix E**.
 - 6.4.2.4. A valid ISO 9001:2000 certificate.
 - 6.4.2.5. All other documents and certificates, necessary to prove the bidder's compliance with the Pre-requisites.

- 6.4.2.6. Information on the bidder's personnel, as mentioned in paragraph 3.7 above (**Appendix F**). The bidder should also include resumes of each of such personnel specifying each of their experience.
- 6.4.3. All submitted proposals shall be valid until and may not be revoked or changed by the bidder before such date for any reason whatsoever.
- 6.4.4. All documents submitted in this RFP must be in English or Hebrew.

7. General

- 7.1.1. A proposal reflecting any reservation regarding the attached 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.
- 7.1.2. 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 of the Scope of Services or any part thereof, nor is ISR committed in any way to enter into a contractual relationship with any of the bidders.
- 7.1.3. ISR reserves the right, at its sole discretion, to conduct negotiations, at any time, with respect to the commercial and/or professional aspects of a proposal, with any of the bidders that it finds suitable. The method of conducting the negotiations including a Best and Final stage shall be determined by ISR at its sole and absolute discretion.
- 7.1.4. Any of the Scope of Services acquired shall be on a non-exclusive basis and ISR, in its sole discretion, may at any time, obtain any part of the Scope of Services from any of the bidders, and/or may acquire similar or identical services from any third party, and/or may itself perform the Scope of Services, in addition to, or in place of, the Services obtained from the Consultant.
- 7.1.5. ISR, at its sole discretion, may decide not to select any of the submitted proposals or may decide to cancel the entire RFP at any time. In this event, the bidders won't be entitled to any compensation.

8. Request for clarifications and/or additional information

- 8.1.1. Any Bidder may submit to ISR, in writing, inquiries and/or requests for clarification and/or additional information regarding the RFP or relating to the RFP Documents, as specified herein below.
- 8.1.2. Any inquiries with regards to this RFP should be addressed, in writing only and no later than **December 9, 2019**, to Mr. Netanel Kimchi, Coordinator of International Procurement by e-mail: netanelk2@rail.co.il. Bidders shall be responsible for verifying receipt by ISR of Requests for Clarification.

APPENDIX A**SCOPE OF SERVICES**

Appendix A1	Scope of Services for Rolling Stock Division
Appendix A2	Scope of Services for Infrastructure Division
Appendix A3	Scope of Services for Railway Telecommunication Division
Appendix A4	Scope of Services for Railway Operations Division
Appendix A5	Scope of Services for Computerization Division
Appendix A6	Scope of Services for Safety, Security and Environment Division
Appendix A7	Scope of Services for Planning and Development Division

***** The bidder should indicate X for the type of service proposed.**

APPENDIX A1
Rolling Stock
SCOPE OF SERVICES

Please indicate X for the type of service proposed.	1. <u>The Services</u>
	1.1 General Consulting services in the field of Railways Rolling stock <i>inter alia</i> :
	1.1.1 Railways Rolling Stock design.
	1.1.2 Railways Rolling Stock maintenance and infrastructure subsystems.
	1.1.3 Assistance in preparation of Rolling Stock RFPs
	1.1.4 Preparation and assessment of technical specifications for Rolling stock (in relation with RFPs and/or different/other work-processes).
	1.1.5 Consulting services in the field of Management of RFPing process in the Railways Rolling Stock field.
	1.1.6 Conception studies for Railways systems (fleet optimization, operational issues, etc.)
	1.1.7 Safety studies and assessment (Reliability, availability, maintainability, safety - RAMS).
	1.1.8 Standardization processes, related to standards relevant for railways rolling stock field (UIC, Euro norms - EN, Technical specification for interoperability TSI).
	1.1.9 Adaptation of international norms to ISR Rolling Stock requirements, and local conditions and limitations.
	1.1.10 LCC studies assessment.
	1.1.11 Engineering of project in the Railway Rolling Stock field including but not limited to:
	1.1.11.1 d;
	1.1.11.2 maintenance installations and workshops including engineering equipment;
	1.1.12 Consulting services in the field of Rehabilitation of existing Railway Rolling Stock equipment / related issues.
	1.1.13 Technical and/or other Professional Support, training, assistance and development of technical (or other) staff for track maintenance and relevant engineering equipment, especially in the Rolling stock field.
	1.1.14 Second opinion for existing works related to the above-mentioned issues.
	2. <u>Supervision of Rolling Stock</u>
	2.1 Design appraisal.
	2.2 Structural analysis in Railways Rolling Stock field.
	2.3 Running dynamic analysis and studies.
	2.4 Supervision and Quality-Assurance of supply contracts.
	3. <u>Tests and Inspection</u>
	3.1 Measurements and tests with regard to vehicle running dynamics (field tests).
	3.2 Brake tests on vehicles.

	3.3 Structural tests and Measurements of loads collective services.
	3.4 Comfort of ride.
	3.5 Tests for Certification of sub-systems (in relation with designated railway regulation).
	3.6 Inspection systems for wheelset inspection.
	3.7 Wayside monitoring systems for crack inspection/defects in the running surface of wheelset.
	3.8 Inspection systems for rail axle inspection.
	3.9 Systems for ultrasonic stress measurement.
	4. <u>Rolling Stock Maintenance</u>
	4.1 Reorganization of maintenance facilities.
	4.2 Studies for additional maintenance facilities.
	4.3 Modifications and up-grades of maintenance-technology and systems (by way of example: "Planned Maintenance" system, etc).
	4.4 Monitoring systems for predictive maintenance.
	5. <u>Project Management</u>
	5.1 management of projects in the Railway Rolling Stock field including but not limited to:
	5.1.1 conception of hauled and track rolling stock;
	5.1.2 maintenance installations and workshops including engineering equipment;
	6. <u>Economical Assessments</u>
	6.1 Economical checking and assessments in relation with new Railway Rolling Stock projects.
	6.2 Provision of comparison data-base, which shall include:
	6.2.1 <u>Method of Pricing</u>
	6.2.1.1 Maintenance cost of freights-wagon/passengers-carriage per each track kilometer, divided to the following parameters: human resources; equipment; material; etc.
	6.2.1.2 Maintenance cost of electric-locomotive / diesel-locomotive per each track kilometer, divided to the following parameters: human resources; equipment; material; etc.
	6.2.1.3 Maintenance cost of IC3 (inter-city 3) per each track kilometer, divided to the following parameters: human resources; equipment; material; etc.

APPENDIX A2
Infrastructure
SCOPE OF SERVICES

Please indicate X for the type of service proposed.	1. <u>The Services</u>
	1.1 General Consulting services in the field of Railways infrastructure <i>inter alia</i> :
	1.1.1 Adaptation of international regulations to ISR Infrastructure requirements, and local conditions and limitations.
	1.1.2 Setting schedule for infrastructure-maintenance near operated railway-tracks.
	1.1.3 Optimization of ISR traffic-schedule in relation with infrastructure-maintenance needs.
	1.1.4 Engineering of new projects, including:
	1.1.4.1 track infrastructure,
	1.1.4.2 Track-related works (bridges, level crossings, etc.),
	1.1.4.3 railways stations,
	1.1.4.4 Engineering-equipment for installation, maintenance and workshops,
	1.1.4.5 Operations systems (traffic control system, etc.).
	1.1.5 Consulting services in the field of Rehabilitation of existing infrastructure, and other equipment / related issues.
	1.1.6 Second opinion for existing works related to the above-mentioned issues.
	1.1.7 Technical and/or other Professional Support, training, assistance and development of technical (or other) staff for track maintenance and relevant engineering equipment in the Infrastructure field.
	1.1.8 Services related to Inspection Systems of track infrastructure (bridges, tunnels, etc.).
	1.1.9 Services related to automated measurement and analysis of cracks in concrete structures.
	2. <u>Project Management</u>
	2.1 Project management of new projects, including:
	2.1.1 Track infrastructure,
	2.1.2 Track -related works (bridges, level crossings, etc.),
	2.1.3 railways stations,
	2.1.4 Engineering-equipment for installation, maintenance and workshops,
	3. <u>Economical Assessments</u>
	3.1 Economical checking and assessments in relation with new Infrastructure projects.
	3.2 Provision of comparison data-base, which shall include:
	3.2.1 <u>Method of Pricing</u>
	3.2.1.2 Placing cost per Track, divided to the following parameters: human resources; equipment; material; etc.
	3.2.1.4 Maintenance cost per Track, divided to the following parameters: human resources; equipment; material; etc.

APPENDIX A3
Telecommunication
SCOPE OF SERVICES

Please indicate X for the type of service proposed.	1. <u>The Services</u>
	1.1 General Consulting services in the field of Railways telecommunication <i>inter alia</i> :
	1.1.1 Adaptation of international regulations to ISR Telecommunication requirements, and local conditions and limitations.
	1.1.2 Technical and/or other Professional Support, training, assistance and development of technical (or other) staff for track maintenance and relevant engineering equipment, in the Telecommunication field.
	2. <u>Project Management</u>
	2.1 Project management of new projects, including:
	2.1.1 Engineering-equipment for installation, maintenance and workshops.
	2.1.2 Operations systems (traffic control system, etc.).
	3. <u>Railway Signaling</u>
	3.1 Project management and Engineering of new projects, including:
	3.1.1 Signaling-related works (signaling, level crossing, ATP system, safety, electrification, energy, communication).
	3.2 Professional recommendations and advice with regards to Tasks and Projects <i>inter alia</i> :
	3.2.1 installation, maintenance and extensions of Electronic Signaling system
	3.2.2 NTC (Network Traffic Control) which shall control ISR's electronic and relay signaling system
	3.2.3 Design and Planning of Electronic and Relay Signaling:
	3.2.4 Design of changes and additions to the relay signaling
	3.2.5 Design of changes to the relay signaling in order to integrate level crossings.
	3.2.6 Design of layout changes of the electronic signaling.
	3.2.7 Implementations of changes in existing relay interlocking and level crossings.
	3.2.8 Design and implementation of new level crossings, protected by full barriers, radar scanner and signals.
	3.3 Supervision with regards to the Tasks and Projects set forth in Section 3.
	3.4 Contact with professional bodies/entities that are involved in the project or tasks set forth in Section 3.1 above, in Israel and abroad.
	3.5 Professional advice pertaining to the schedule of the projects including the time schedule of each contractor, including proposing methods for shortening the duration of the projects.
	3.6 Professional advice regarding quality assurance of the works performed.
	3.7 Professional advice regarding the quality of the works performed by each contractor involved in the execution of the projects.
	3.8 Assistance in solving engineering problems which arise during the

	projects.
	3.9 Professional advice regarding the cost and budget of the projects.
	3.10 Professional advice regarding the RFP for the new Electronic Signaling System (ESS) and the contractual terms with the selected contractor for the project.
	3.11 Professional advice regarding risk management.
	3.12 Professional advice regarding other related issues.
	4. <u>Economical Assessments</u>
	4.1 Economical checking and assessments in relation with new Telecommunication projects.
	4.2 Provision of comparison data-base, which shall include:
	4.2.1 Method of Pricing
	4.2.1.1 Placing cost per Track, divided to the following parameters: human resources; equipment; material; etc.
	4.2.1.2 Maintenance cost per Track, divided to the following parameters: human resources; equipment; material; etc.
	5. <u>ERTMS PROJECT</u>
	5.1 Professional advice regarding the RFP ETCS Track Side, ETCS On Board, GSMR`
	5.2 Professional advice for implementation of ERTMS , training , laboratory tests, training simulators, etc;
	5.3 Professional advice regarding risk management;
	5.4 Professional advice regarding other related issues;
	<u>Supervision and Project Management for ERTMS PROJECT</u>
	<u>ERTMS L2 activities relating to ERTMS trackside deployment</u>
	5.5 Program Management;
	5.6 External monitoring and Safety Management System;
	5.7 Design and Design supervision (GSM-R);
	5.8 GSMR Pilot Lines;
	5.9 ETCS Project;
	<u>ERTMS L2 activities related to ERTMS on-board deployment</u>
	5.10 Program Management;
	5.11 Design and Design supervision;
	5.12 Prototype;
	5.13 Retrofit;
	5.14 Authorization for placing in service;
	5.15 Onboard project board;
	5.16 Onboard maintenance;
	<u>ERTMS L2 activities related to organizational change</u>
	5.17 Training program;
	5.18 Regulations, roles and responsibilities.

APPENDIX A4
Railway operation
SCOPE OF SERVICES

Please indicate X for the type of service proposed.	1	<u>The Services</u>
	1.1	Project Management and/or General Consulting services in the field of Railways operation <i>inter alia</i> :
	1.1.1	Consulting services in the field of Operation of railways stations
	1.1.2	Market surveys
	1.1.3	Feasibility studies
	1.1.4	Operational planning of railway infrastructure and rolling stock
	1.1.5	Timetables
	1.1.6	Consulting services in the field of Information systems for timetable planning and simulation, timetable management etc.
	1.1.7	Consulting services in the field of Performance of Railway operational projects.
	1.1.8	Consulting services in the field of Commissioning of new Signaling and traffic control systems
	1.1.9	Consulting services in the field of ERTMS
	1.1.10	Assimilation of new regulation and/or Rule-making
	1.1.11	Adaptation of international regulations to ISR Operation requirements, and local conditions and limitations.
	1.1.12	Consulting services in the field of Safety regulations.
	1.1.13	Traffic operational management
	1.1.14	Consulting services in the field of Training and simulation software for training of operators.
	1.1.15	Consulting services in the field of Rehabilitation of existing Operation-equipment / related issues.
	1.1.16	Examination of issues in respect of rail tracks, command, control and Operation-systems;
	1.1.17	Consulting services in the field of Criteria and Decision-Making processes for opening and closure of stations;
	1.1.18	Technical and/or other Professional Support, training, assistance and development of technical (or other) staff for track maintenance and relevant engineering equipment, especially in the Railway Operation field.
	1.1.19	Second opinion for existing works related to the above-mentioned issues.
	2	<u>Economical Assessments</u>
	2.1	Economical checking and assessments in relation with new Operation-projects.
	2.2	Provision of comparison data-base, which shall include:
	2.2.1	<u>information with regard to operation-methods in freight-field</u>
	2.2.1.1	Carriage- quantity.

	2.2.1.2 Number of required locomotive necessary for each ride.
	2.2.1.3 Required locomotive-power.
	2.2.1.4 Locomotive types.
	2.2.2 <u>information with regard to operation-terminals in freight-field</u>
	2.2.2.1 Loading.
	2.2.2.2 Off-loading.

APPENDIX A5
Computerization
SCOPE OF SERVICES

Please indicate X for the type of service proposed.	1 <u>The Services</u>
	1.1 General Consulting services in the field of Computerization <i>inter alia</i> :
	1.1.1 Engineering of Railway information systems and technologies.
	1.1.2 Support for preparing RFP's and RFI's for IT systems.
	1.1.3 Studying and Preparation of practical information (Analysis) about different and special railway IT systems include:
	1.1.3.1 Railway positioning systems (trains, coaches, containers).
	1.1.3.2 Railway optimization systems (wagons assignments, calculations of optimal amount of wagons)
	1.1.3.3 Operational railway on shelf packages and interfaces with SAP ERP.
	1.1.3.4 IT applications for railway electrification systems
	1.1.3.5 Scheduling and simulation of timetable systems.
	1.1.3.6 Railway maintenance systems.
	1.1.3.7 Railway GIS and GPS systems.
	1.1.3.8 Railway wireless communication systems.
	1.1.3.9 ATFC systems (ticketing).
	1.1.3.10 PIS (Passenger Information Systems).
	1.1.3.11 Designated Railway systems.
	1.1.3.12 IoT based railway health monitoring and information systems.
	1.1.4 Rehabilitation of existing Computers-equipment / related issues.
	1.1.5 Technical and/or other Professional Support, training, assistance and development of technical (or other) staff for Railway information systems, technologies and if relevant any relevant engineering equipment, especially in the computerization field.
	1.1.6 Second opinion for existing works related to the above-mentioned issues.
	1.1.7 Innovation in Digital railway services and operation.
	2 <u>Project Management</u>
	2.1 Project Management of Railway information systems and technologies, including but not limited to the above-mentioned issues.
	3 <u>Economical Assessments</u>
	3.1 Economical checking and assessments in relation with new Computer-projects.

APPENDIX A6
Safety, Security and Environment
SCOPE OF SERVICES

Please indicate X for the type of service proposed.	1 <u>The Services</u>
	1.1 General Consulting services in the field of Safety, Security and Environment <i>inter alia</i> :
	1.1.1 Development of Safety culture.
	1.1.2 Consulting services in the field of Safety at level crossings.
	1.1.3 Consulting services in the field of Interface between safety and human element.
	1.1.4 Safety aspects of Railway-Corridors (Right of way; Trespassing; Train speed; etc.)
	1.1.5 Safety aspects of Railway equipment including rolling stock, infrastructure, signaling, operation.
	1.1.6 Investigation and/or Consulting service in the field of Accident.
	1.1.7 Safety survey and Risk assessment and management.
	1.1.8 Emergency management.
	1.1.9 Consulting services in the field of Safety in tunnels.
	1.1.10 Consulting services in the field of Transportation of dangerous goods.
	1.1.11 Consulting services in the field of Safety of work near operated tracks.
	1.1.12 Innovations for Rail Safety.
	1.1.13 Consulting services in the field of Occupational Health and Safety near different types of workplaces (offices, outdoor, etc).
	1.1.14 Consulting services in the field of Operational risks in relation with System-Interfaces.
	1.1.15 Management of Safety, Security and/or and Environment Data-base.
	1.1.16 Assistance in preparation of Safety, Security and/or Environment RFPs (professional documents: Technical Specifications etc).
	1.1.17 Acquaintance with Standardization process, related to standards relevant for railways Safety, Security and/or Environment fields.
	1.1.18 Adaptation of international regulations to ISR Safety, Security and/or Environment requirements, and local conditions and limitations.
	1.1.19 Assimilation of new regulation and/or Rule-making.
	1.1.20 Engineering of project in the Railway Safety, Security and/or Environment fields.
	1.1.21 Technical and/or other Professional Support, training, assistance and development of technical (or other) staff in the field of Railway Safety, Security and/or Environment, especially but not limited to the above-mentioned issues.

	1.1.22 Second opinion for existing works related to the above-mentioned issues.
	2 <u>Specific Services - Environment Department</u>
2.1	Consulting services in the field of Railway strategy towards energy Efficient sustainable mobility.
2.1.1	Energy efficiency / Energy consumption.
2.1.1.1	Energy impact of vehicle technologies.
2.1.1.2	Physical & electrical infrastructures.
2.1.1.3	Operational aspects (driving methods).
2.1.2	Reducing CO2 emissions.
2.1.2.1	Alternative fuels.
2.1.2.2	Fuel cells and hybrid engines.
2.1.2.3	Improvement of air quality (especially in train stations, tunnels and other railway infrastructures).
2.2	Consulting services in the field of Abatement of noise and vibrations.
2.2.1	Reducing of Rail noise emissions of freight wagon fleet.
2.2.2	Vehicle aspects.
2.2.3	Infrastructure aspects.
2.3	Consulting services in the field of purchase processes Improvement.
2.3.1	Environmental parameters in purchase of rolling stock.
2.4	Consulting services in the field of Environmental aspects of Infrastructure Railway design.
2.5	Consulting services in the field of the environmental influences of Electro-magnetic radiations.
	3 <u>Project Management</u>
2.3	Project management of project in the Railway Safety, Security and/or Environment fields.
	4 <u>Economical Assessments</u>
3.2	Economical checking and assessments in relation with new Railway Safety, Security and/or Environment projects.
3.3	Provision of comparison data-base, which shall include:
	3.3.1 <u>Method of Pricing</u>
3.3.1.1	Maintenance cost per different Railway Safety, Security and/or Environment systems: human resources; equipment; material; etc.

APPENDIX A7
Planning and Development
SCOPE OF SERVICES

Please indicate X for the type of service proposed.	1 <u>The Services</u>
	1.1 General Consulting services in the field of Planning and Development <i>inter alia</i> :
	1.1.1 Consulting services in the field of project Management.
	1.1.2 Consulting services in the field of engineering planning and project management.
	1.1.3 Quality-Assurance of the works performed (by exterior contractors or Inner-ISR staff).
	1.1.4 Assistance in solving engineering problems which arise during different projects.
	1.1.5 Consulting services in the field of risk-management and allocation of risks in relation with different construction projects.
	2 <u>Specific Services - Performance Department</u>
	2.1 Assistance in approaching professional bodies/entities including governmental that are involved in the different Construction-projects of ISR (entities in Israel and abroad).
	2.2 Consulting services in the field of Projects-Scheduling - including Schedule Setting; and consulting services with regard to duration-shortening-methods.
	2.3 Consulting services in the field of RFPs processes and related contracts.
	2.4 Consulting services in the field of technical and/or engineering equipment and/or systems required for relevant projects.
	2.5 Second opinion for existing works related to the above-mentioned issues.
	3 <u>Specific Services - Planning department</u>
	3.1 Engineering and/or project management in various fields, including but not limited to:
	3.1.1 Track infrastructure;
	3.1.2 Track -related works including but not limited to:
	3.1.2.1 Track operational schemes and plans
	3.1.2.2 Track geometry
	3.1.2.3 Bridges
	3.1.2.4 Level crossings
	3.1.2.5 Bridge-rail/track interaction / intersection
	3.1.2.6 Ballast less track
	3.1.2.7 Geotechnical engineering
	3.1.2.8 Drainage engineering
	3.1.2.9 Tunneling and related fields (HVAC, aerodynamics, fire engineering)
	3.1.2.10 Crossing-Infrastructures (electricity, oil, water etc.) with regard to Track -corridors
	3.1.2.11 Reuse of recycled materials (alternative materials) for Track
	3.1.3 Railways Stations - Typology of railway stations: urban high and

	low density, suburbs stations.
	3.1.4 Independent checking and second opinion examination of Design of Rail / track infrastructure and Rail/track-Structures.
	4 <u>Railway Electrification</u>
	4.1 Professional recommendations in the fields of engineering, planning and management of the electrification project.
	4.2 Tests and control of designs, recommendations and decisions of participators in the project.
	5 <u>Economical Assessments</u>
	5.1 Economical checking and assessments in relation with new plans and/or projects.
	5.2 Economical checking with regard to budgeting of different (new or existing) projects.
	5.3 Consulting services in the field of Risk Management and Allocation of Risks in relation with different Railway Projects.
	5.4 Provision of comparison data-base, which shall include:
	5.4.1 <u>Method of Pricing</u>
	5.4.1.1 Placing cost per track, according to different plan / alternative / possibility of rail-track placing. Divided to the following parameters: human resources; equipment; material; environmental damages, etc.
	5.4.1.2 Maintenance cost per track-infrastructures, divided to the following parameters: human resources; equipment; material; etc.

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

APPENDIX C

CONSULTING AGREEMENT

APPENDIX D part I

Proof of Compliance with Pre-Requisite 2.1 and 2.2 of RFP No. 41905

I the undersigned, _____, CEO of _____ [name of bidder] hereby confirm by my signature, that _____ [name of bidder] fully complies with RFP No. 41905 pre-requisites set forth in Section 2.1-2.2 of the RFP's general terms and conditions:

1. _____ [name of bidder] is a registered company /governmental entity/ a non-profit organization / a single Consultant.
(Erase the unnecessary).
2. _____ [name of bidder] has provided, from 2013 onwards, technical and/or operational and/or economical Consulting Services for two different projects which were executed in the heavy-railway field

Signature of Bidder

By: (print or type name): _____

Title: *CEO*

Attorney Confirmation

I, the undersigned, _____ Adv., License number. _____ hereby confirm that Mr/s. appeared before me at my office at _____ St _____ . He/She identified himself/herself to me by I.D./Passport Number, and after I warned him/her that he/she must declare the truth, and any failure to declare the truth will be punishable by law, he/she has confirmed the accuracy of the above statement and signed it.

Signature and Stamp

Date

APPENDIX D part II

Professional Criteria under Section 6.2.2 of RFP No. 41905

1. In order to enable ISR to evaluate Bidders' offer as detailed in Section 6.2. of the RFP Documents, Please use the following table to provide information about your company's experience, as detailed in Section 6.2.
2. **The bidder shall complete this section of Appendix D for each Scope of Services/relevant Appendix (of Appendices A1-A7) or any part thereof it has decided to submit its proposal for.**
3. The bidder may copy the table below in order to complete and submit it within its proposal. However, the bidder shall copy the table in its exact wording - Any correction, addition, change or reservation added to it, may disqualify the bidder's proposal.
4. Please indicate to which Scope of Services / Appendix, do the following / described projects refer to: **A1, A2, A3, A4, A5, A6, or A7.**

PROJECT NO. 1

A. Project name for which the consulting services were rendered and place of performance:

_____ / _____

B. Customer's name and address:

C. Section to which the project refers to in Appendices A1-A7:

D. Appendix No: _____; Section in the Appendix: ____; Sub Section in the Appendix: _____.

E. Consulting services commencement date: _____

F. Consulting services completion date : Initial: _____ Actual: _____

G. Consulting services contract number or other identifying reference: _____ contract date: _____

H. Project Description: _____

I. Complexity of consulting services: _____

J. Total price of consulting services: _____

K. UIC and/or EN standards applied in the project: _____

PROJECT NO. 2

- A. Project name for which the consulting services were rendered and place of performance: _____/_____
- B. Customer's name and address: _____
- C. Section to which the project refers to in Appendices A1-A7:
- D. Appendix No: _____; Section in the Appendix: ____ ; Sub Section in the Appendix: _____.
- E. Consulting services commencement date: _____
- F. Consulting services completion date : Initial: _____ Actual: _____
- G. Consulting services contract number or other identifying reference: _____ contract date: _____
- H. Project Description: _____
- I. Complexity of consulting services: _____
- J. Total price of consulting services: _____
- K. UIC and/or EN standards applied in the project: _____

PROJECT NO. 3

.... [Copy above Sections if needed]

* **References:** Bidder should submit references from previous customers.

** **Company profile:** Bidder shall submit a Company profile and related documents.

Signature of Bidder _____

By: _____

Title: _____

APPENDIX D part III

Proof of familiarity with the UIC and EN railway standards

Date: _____

I/ We _____ hereby declare that _____ [name of bidder] has professional, thorough and comprehensive familiarity with the UIC and/or EN railway standard: _____ (**Erase the unnecessary**), which is relevant for the specific railway-field (Appendix A1-A7) it has submitted its proposal for.

Signature of Bidder: _____

By: _____

Title: _____

APPENDIX E

CONFIDENTIALITY UNDERTAKING

To: Israel Railways Ltd. (“**ISR**”)

1. The undersigned, _____ [Company name] (hereinafter, the “**Consultant**”), in consideration for receiving proprietary information of ISR which relates to administrative, financial, technical and other information, specifications, characteristics and details (“**Confidential Information**”) received in connection with the execution of the Services (as defined in the RFP) for ISR, does hereby undertake, to keep in strict confidence, at all times, the Confidential Information that has been brought to its attention or shall come to its attention, directly or indirectly.
2. The Consultant undertakes not to disclose the Confidential Information, directly or indirectly, whether in writing or otherwise, or make the Confidential Information available, in whole or in part, to any person or entity, except to those authorized in writing by ISR.
3. The Consultant undertakes not to make use of the Confidential Information other than for the purposes specifically permitted by ISR.
4. The Consultant undertakes to take all necessary measures to ensure that the Confidential Information is strictly protected against disclosure to any individual or entity and will exercise appropriate caution to maintain its secrecy. The Consultant shall disclose the Confidential Information only to those employees on a need to know basis, each of whom has signed a Confidentiality Undertaking substantially similar to this document.
5. This Confidentiality Undertaking is governed and construed in accordance with the laws of the State of Israel.

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX F

Bidder's personnel

1. In accordance with Section 3.7 of this RFP, the Bidder must state **at least** One (1) engineer with at least ten (10) years proven experience (senior consultant), in providing technical and/or operational and/or economical consultancy services in any of the railway field for which the bidder has submitted its proposal.
2. In addition, bidder should submit C.V. of such senior consultant: The C.V. shall indicate the senior consultant position; Commencement of Employment with the bidder (month/year); Qualification; Year of graduation; Years of Experience; Notable projects; professional experience.

KEY PERSONNEL - SENIOR CONSULTANT

No.	Name (*)	Position	Commencement of Employment with the bidder (month/year)	Qualification	Year of graduation	Years of Experience	Notable projects	professional experience

3. The bidder should also submit resumes of all of the personnel mentioned below.

OTHER SUITABLE PERSONNEL

No.	Name (*)	Position	Commencement of Employment with the bidder (month/year)	Qualification	Year of graduation	Years of Experience	Notable projects	professional experience

4. **The bidder shall complete and submit this Appendix for each Scope of Services / Appendix A1-A7, it has decided to submit its proposal for.**
5. The bidder may add pages or copy the table below in order to complete and submit it within its proposal. However, the bidder shall copy the table in its exact wording - Any correction, addition, change or reservation added to it, may disqualify the bidder's proposal.
6. Please indicate to which Scope of Services / Appendix A1-A6, the specified personal refer to: **A1, A2, A3, A4, A5, A6, A7.**