



Israel Railways Ltd.
Procurement & Contracting Division

Tender No. 41912

**For the Manufacture and Supply of
KS Rail Fastening System for Wooden Sleepers and Bearers
("Tender")**

General Terms and Conditions

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

The manufacture and supply of KS Rail Fastening Systems Sets with SKL 12 for Wooden Sleepers and Bearers and also its various separate Components thereof ("**Fastening System/(s)**"), all in accordance with and subject to the terms specified in these General Terms and Conditions and the accompanying Tender documents.

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

- 1.1. The bidder must be the manufacturer of the proposed SKL 12 clamps.
- 1.2. The bidder must be the designer, assembler and supplier of the proposed KS Rail Fastening System Sets.
- 1.3. The bidder has designed, assembled and supplied, commencing from 2017 and up to the Final Submission Date, at least ~~5020~~5020,000 KS Rail Fastening System Sets with SKL 12, suitable for use on railway track (one Set per one rail) in accordance with EN13481-3 standard.

By way of example:

ONE SET PER ONE RAIL



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. Bidder shall prove its full compliance with the Pre-requisite set forth in Section 1.1, by submitting a declaration certifying that it is the manufacturer of the proposed SKL 12 clamps.
- 2.2. Bidder shall prove its full compliance with Pre-requisite set forth in Section 1.2, by submitting a declaration certifying that it is the designer, assembler and supplier of the proposed KS Rail Fastening System Sets.
- 2.3. Bidder shall prove its full compliance with the Pre-requisite set forth in Section 1.3 שנייה! מקור ההכנה לא נמצא by submitting a signed and completed Experience and Reference List, in the form attached hereto as **Appendix D** evidencing that the bidder has designed, assembled and supplied, commencing from 2017 and up to the Final Submission Date, at least ~~5020~~,000 KS Rail Fastening System Sets with SKL 12, suitable for use on railway track (one Set per one rail), in accordance with EN13481-3 standard.
- 2.4. In addition, Bidder shall submit additional proof such as reports, Bills of Lading, clients reference letters and other relevant documentation.
- 2.5. Reports, certificates or other documents from a certified laboratory qualified to perform technical tests on Fastening System Sets according to standard EN13481-3, evidencing the compliance of the Fastening Systems Sets with EN13481-3 standard.

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. ISR shall have the right, at its sole discretion, to request from any of the Bidders, details and/or approvals and/or recommendations and/or certificates and/or additional documentation, required in order to allow ISR a full and complete review of the aforementioned.

2.7. Bidder shall undertake to maintain its compliance with the Pre-requisites specified in Section 1 above at all times, up to and/or including the Proposal Validity Period as set forth in Section 13 below.

3. **Technical Requirements**

The proposed Fastening Systems must fully comply with all of the requirements and terms included in the technical specifications attached hereto as **Appendix A** (the "**Technical Specifications**"). The Technical Sketches attached at the end of **Appendix A** are provided solely for reference purposes.

4. **Governing Agreement**

The manufacture and supply of the Fastening Systems, 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 frame agreement attached hereto as **Appendix C** (the "**Agreement**"). The Agreement and the appendices attached thereto constitute an inseparable part of this Tender.

5. **Purchase Order**

The Agreement will be exercised through Purchase Orders, as defined in the Agreement.

6. **Delivery Terms**

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

7. **Delivery Time**

The time of delivery for the supply of the Fastening Systems shall be as set forth in the Agreement.

8. **Warranty**

The Warranty Period of the Fastening Systems shall be as set forth in the Agreement.

9. **Price Proposal**

The bidder shall provide the proposed price for the design, assemble and supply of the Fastening Systems Sets, as well as the proposed price for various separate components

of the Fastening Systems in the Bidder's Proposal Form attached hereto as **Appendix B** (the "Proposed Price for the Fastening Systems"), in accordance with the following instructions:

- 9.1. The bidder shall provide the proposed prices in the "Proposed Price per 1 Component/Set" column (column B) for each and every type of the Fastening System component/set specified in Section 7 of **Appendix B**.
- 9.2. The bidder shall multiply the proposed price in the "Proposed Price per 1 Component/Set" column (column B) by the quantity specified in the "Evaluation Coefficient" column (column C) for each and every type of Rail Fastening System Component/Set. The bidder shall then specify the result in the "B*C (Evaluation Coefficient*Proposed Price for 1 Component/Set)" column (column D).
- 9.3. The bidder shall then specify the "**Total Evaluated Price (TEP) (sum of all the Prices)**" by adding all of the Evaluated Prices listed in column D in Section 7 of the **Appendix B**.
- 9.4. In the event of a contradiction between the "Price per 1 Component/Set" and the "Total Evaluated Price (TEP) (sum of all the Prices)", the "Proposed Price per 1 Component/Set" specified in Column B shall prevail, respectively, and ISR may amend the Evaluated Prices in column D and the "Total Evaluated Price (TEP) (sum of all the Prices)" accordingly.
- 9.5. Bidders must submit a proposal for all the components and Sets of the Fastening Systems as specified in Section 7 of **Appendix B**. ISR may, at its sole discretion, disqualify an incomplete proposal.
- 9.6. The Proposed Price for the Fastening System Sets and its various separate Components shall be quoted in the Bidder's Proposal Form in Euro currency only. The Proposed Price for the Fastening System Sets and its various separate Components is the final, complete and inclusive price that will be paid to the Supplier for the Fastening Systems and the accompanying services to be provided by it, including the supply by DAP terms as defined and specified in the Agreement (Appendix C). The Supplier shall not be entitled to any other payment, fee or compensation whatsoever from ISR.
- 9.7. The Proposed Price for the Fastening System Sets and its various separate Components shall be fixed and shall not be linked to any price increase mechanism for a period of two (2) years from the Final Submission Date. As from the 2nd anniversary of the Final Submission Date, Proposed Price for the Fastening System Sets and its various components shall be linked as specified in **Annex B**.
- 9.8. The Prices include any sum which the Israeli Tax Authorities require to be withheld at source. The amounts required by the applicable law to be withheld at source by the Israeli Tax Authorities shall be deducted from all sums set and shall be paid to the Israeli Tax Authorities.

9.9. The Prices shall also include all taxes, fees, duties, licenses, costs or other payments that are to be paid in connection with the exportation, supply and delivery of the Fastening System Sets and various separate Components, including but not limited to all types of importation and custom duties and services, such as transportation costs, customs agents' fees, purchase tax (in Hebrew "Mas Kniya" or "מס קניה"), wharfage fees (in Hebrew "Dmei Ratzif" or "דמי רציף"), Israeli customs duties, port handling fees (in Hebrew "Dmei Nitul" or "דמי נטול"), port infrastructure fees (in Hebrew "Dmei Tashtit" or "דמי תשתית"), cleaning of the containers, stuffing and unloading of the containers, cam locks for discharging the Fastening System Sets and various separate Components at port, supervision while discharging at port, discharging terms at port, etc. Notwithstanding the above, Israeli Value Added Tax, if applicable, shall be borne by ISR. For the sake of clarity, the Prices shall include any sum which the Israeli Tax Authorities require to be withheld at source.

10. **Terms of Payment**

Payment by ISR to the Supplier shall be as set forth in the Agreement.

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

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

11.1.1. **Stage A – Preliminary Evaluation –**

11.1.1.1. **Stage A1** – Pre-Requisite: Bidders will be evaluated in accordance with Section 1 above.

11.1.1.2. **Stage A2** - Technical Evaluation – in parallel, the Technical Proposals shall be evaluated in accordance with the Technical Specifications.

11.1.2. **Stage B – Commercial Evaluation** – ISR shall open the commercial proposals of Bidders who satisfied Stage A above.

11.2. The Winning Bidder shall be the Bidder whose proposal fully complies and evidences compliance with the Pre-requisites as per Section 1 above, the Technical Specifications (**Appendix A1**), and has the lowest total evaluated price ("**TEP**") as specified in Section 7 of the Bidder's Proposal Form (**Appendix B**).

11.3. When reviewing the proposals submitted, ISR reserves the right, in its sole discretion, to take into consideration negative past experience of ISR and/or any other entity with any particular bidder and ISR may reject any particular proposal based solely on such past experience

12. **Submission of Proposals**

12.1. All proposals must be submitted no later than **March 16th 30, 2020 by 13:00 (Israel time) ("Final Submission Date")** in three (3) separate envelopes, as specified below and these shall all be inserted into one main envelope, which shall read "Tender N. 41912" (hereinafter: the "Main Envelope") at the address

set forth below. ISR shall be entitled to postpone the deadline at its sole discretion.

- 12.2. The proposal shall be submitted by a single bidder. Proposals submitted by more than one bidder will be disqualified.
- 12.3. The proposal is to be submitted **in 2 sets of copies** into **Tender Box No. 8**, located at the following address:

Israel Railways Ltd. - Contracting & Procurement Division
Yoseftal 1, Lod, 7136801, Israel

- 12.4. The bidder is requested to read carefully all of the documents attached herein and submit the following documents which should be included in the Main Envelope, signed, where applicable, by the authorized signatory bodies.
- 12.5. A separate envelope (1) which shall read "**Commercial Proposal -Tender 41912**" shall be inserted in the Main Envelope and shall include the following:
- 12.5.1. A signed and completed Bidder's Proposal Form (**Appendix B**).
- 12.6. A separate envelope (2) which shall read "**Pre-requisites - Tender 41912**" shall be inserted in the Main Envelope and shall include the following:
- 12.6.1. A signed copy of the Agreement (**Appendix C**), including the bidder's relevant information in the heading thereof (excluding the date) and including the Bank Account Form, attached to the Agreement as **Annex C** (only the winning bidder is required to complete part B of the Bank Account Form).
- 12.6.2. A declaration certifying that the bidder is the manufacturer of the SKL 12 clamps as specified in the Pre-requisite set forth in Section 1.1
- 12.6.3. A declaration certifying that the bidder is the designer, assembler and supplier of the proposed KS Rail Fastening System Sets as specified in the Pre-requisite set forth in Section 1.2.
- 12.6.4. A signed and completed Experience and Reference List (**Appendix D**) evidencing that the aforementioned KS Rail Fastening Systems Sets with SKL 12 were manufactured in accordance with EN 13481-3 standard.
- 12.6.5. Bills of Lading or other documents evidencing the supply of the KS Rail Fastening System Sets from 2017 and up to the Final Submission Date.

- 12.6.6. Reports, certificates or other documents from a certified laboratory qualified to perform technical tests on Fastening System Sets with SKL 12 according to standard EN13481-3, evidencing the full compliance of the Fastening Systems Sets with SKL 12 with EN13481-3 standard.
- 12.6.7. Reference letters from the Railway Companies using the KS Rail Fastening System Sets with SKL 12 designed, assembled and supplied by the bidder.
- 12.7. A separate envelope (3) which shall read "**Technical Proposal - Tender 41912**" shall be inserted in the Main Envelope and shall include the following technical information:
- 12.7.1. A signed copy of the Technical Specifications (**Appendix A1**).
- 12.7.2. All documents specified in section 15 of the Technical Specifications (Appendix A1).
- 12.7.3. Company profile of the bidder and its expertise; Company profile of any subcontractor and its expertise; relevant information and data regarding the Fastening Systems.
- 12.7.4. The Bidder shall submit with its proposal one (1) set of Installation, Maintenance manuals in English or in Hebrew, in soft copy (in PDF format).
- 12.7.5. All above information (sections 12.7.1-12.7.4) must be delivered **also** in soft copy (in PDF format in USB memory stick).

13. **Proposal Validity.**

All submitted proposals must be valid until six (6) 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. In the event ISR shall not enter into a contractual relationship with the winning bidder, for any reason whatsoever, and/or the agreement with the winning bidder will be cancelled, ISR shall be entitled to elect, as a winning proposal, the proposal which offered the next lowest Proposed Price for the Fastening Systems. The terms set forth in this Section shall apply, *mutatis mutandis*, following the replacement of the bidder's proposal as aforesaid.

14. **General**

14.1. **Appendices.** The following appendices are attached hereto:

- Appendix A** - Technical Specifications
Appendix B - Bidder's Proposal Form
Appendix C - A copy of the Agreement
Appendix D - An Experience and Reference List of the Bidder

14.2. **Verification.** 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 Fastening Systems proposed by the Bidders are being manufactured.

14.3. **Language of Bids.** All documents submitted by the Bidder in this Tender (including but not limited to all attachments, schedules, annexes, sketches, drawings, diagrams, tables and charts) and any additional information, question, request for clarification and interpretation, or any other communication, must be in English or Hebrew, unless otherwise specifically stated in the Tender Documents or approved by ISR.

14.4. **Confidentiality and Proprietary Rights**

14.4.1. **Bidder Confidentiality.** By participating in the Tender process, each purchaser of the Tender Documents and each Bidder are deemed to have agreed to keep in strict confidence, and not to disclose and not 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 bid. It is hereby clarified that this Section 14.4.1 shall not apply to documents and/or information published by ISR on its website.

14.4.2. **Proprietary Rights.** By submitting a bid, each bidder (including its members) 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 Bid or any portion thereof, (ii) it has the right to make all disclosures that are made in the Bid; (iii) the data and information contained in the bid 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.

14.5. **Rights in Tender Documents.** 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 otherwise permitted to ISR by third parties.

15. **General Prerogatives of ISR**

15.1. 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.

- 15.2. 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 the Fastening Systems or to enter into a contractual relationship with any of the bidders.
- 15.3. 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.
- 15.4. Any of the Fastening Systems acquired, shall be on a non-exclusive basis and ISR at its sole discretion may at any time obtain Fastening Systems from any of the bidders, and/or may acquire similar or identical Fastening Systems from any third party.
- 15.5. The issuance by ISR of a Purchase Orders under the Agreement shall be following the receipt of the necessary budgetary approvals.
- 15.6. ISR, at its sole discretion, may decide not to select any of the submitted proposals or may decide to cancel the entire Tender at any time.
- 15.7. 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:
 - 15.7.1. If only one of the bids is found suitable, according to the Pre-requisites and/or other specification requirements according to this Tender Documents;
 - 15.7.2. If ISR concludes that there was a flaw in the Tender process and/or in the evaluation of the bids;
 - 15.7.3. 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;
 - 15.7.4. If the circumstances and/or ISR's requirements have been significantly changed, to such extent which requires, the cancellation of the Tender;

16. Tender Procedure – General

16.1. Download of the Tender Documents

Tender Documents are available for review and download at no charge at ISR's website at the following address:

<http://www.rail.co.il/HE/ISRTenders/Pages/TenderList.aspx>

(the interface at ISR's website with respect to the Tender Documents is currently in Hebrew only).

16.2. Amendment of Tender Documents

At any time prior to the 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 whether the bidder has acknowledged receipt of such notice(s) or not.

16.3. **Notification of the Winning Bidder**

ISR shall send notification of its decision to the Bidder selected as the winner in the Tender. Notification shall also be sent to the other Bidders. For the removal of doubt, the aforementioned notification of the winning bid shall not constitute the formation of a contract between ISR and the supplier, 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.

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

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.

Any inquiries with regards to this Tender shall be addressed, in writing only and no later than **February 13th, 2020** , to Ms. Mirela Halfim, by e-mail: mirelah@rail.co.il.

17. **Notices to Bidders**

17.1. Should ISR decide, at its sole discretion, to respond to any Requests for Clarifications, such response shall be published in ISR's website (in the tender's section, under the Tender's name) and, as of the date of such publication, shall constitute an integral part of the Tender Documents (each a "**Notice to Bidders**").

17.2. Bidders shall be solely responsible to check ISR's website on a regular basis in order to follow publications by ISR. Any Notice to Bidders published at ISR's website shall be binding upon each Bidder, whether or not Bidder is aware of such Notice to Bidders, and Bidders shall not have any claim in connection therewith.

17.3. It is hereby clarified that only information provided by ISR to the Bidders by the way of a Notice to Bidders shall be binding upon ISR (unless expressly specified otherwise therein), and ISR shall not be bound by any oral or written response or information communicated to Bidders in any other way, including any response or information conveyed during any meeting held with the Bidders (if held).

18. **Meetings, Conferences or Discussions**

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

Appendix A

Tender No. 41912

TECHNICAL SPECIFICATIONS

**KS Rail Fastening Systems
for Wooden Sleepers and Bearers**

Appendix B
Tender No. 41912

Bidder's Proposal Form

For the Manufacture and Supply of
KS Rail Fastening Systems for Wooden Sleepers and Bearers

Date: _____

Israel Railways Ltd.
Procurement & Contracting Division
Yoseftal 1, 7136801, Israel

Name of Bidder: _____

Address: _____

Telephone: _____

Re: Proposal for the Manufacture and Supply of KS Rail Fastening Systems

1. Bidder declares that it has read, fully understands, and agrees to the terms and conditions included in the tender documents of Tender No. 41912, including the General Terms and Conditions, the Technical Specifications 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 design, assemble and supply of the KS Rail Fastening Systems Sets and also its various separate Components.

Bidder further declares that it is the manufacturer of the SKL 12 clamps which form part of the KS Rail Fastening Systems Sets proposed by it.

2. All of the terms and conditions included in the Tender Documents shall be considered integral parts of this proposal.
3. Bidder hereby acknowledges and declares that all of the sums stated herein (**Appendix B**) shall constitute the final price that will be paid to the bidder for the design, assemble and supply of the Fastening Systems, including all of the related services, equipment, cost, fees duties and taxes as specified in the Agreement.
4. Any price stipulated herein shall be quoted in Euro (€) currency only.
5. To preclude any doubt, it is hereby clarified that all taxes, fees, duties, licenses, costs or other payments that are to be paid in connection with the design, manufacture, assemble, exportation, supply and delivery of the Rail Fastening Systems Sets and various separate Components, including but not limited to transportation costs,

wharfage fees (in Hebrew "Dmei Ratzif"), handling fees (in Hebrew "Dmei Nitul" or "דמי ניטול"), cleaning of the containers, infrastructure fees (in Hebrew "Dmei Tashtit" or "דמי תשתית"), and Israeli custom duties, shall be considered as part of the Proposed Price for the Rail Fastening Systems Sets and various separate Components and shall be borne solely by Supplier (Winning Bidder). Notwithstanding same, Israeli Value Added Tax, if applicable, shall be borne by ISR.

6. The country where the Fastening Systems will be manufactured is _____.

7. **The Proposed Prices for the Rail Fastening System are:**

	A	B	C	D
No.	Rail Fastening System Component	Proposed Price for 1 Component (in Euro)	Evaluation Coefficient (only for evaluation purpose)	B*C (Proposed Price for 1 Component/Set * Evaluation Coefficient)
7.1	SKL 12 Tension Clamp		12,000	
7.2	Ss8 Sleeper Screw		80,000	
7.3	Fe6 Double Spring Washer		3,500	
7.4	Hs32 T-Head Bolts with Nuts		24,000	
7.5	Uls6 Washer		20,000	
7.6	Ribbed Plate 1/30 for 50E6 and 54E1 Rails		500	
7.7	Ribbed Plate 1/30 for 60E1 and 60E2 Rails		500	
7.8	Rail Pad ZW 687/148/165 for 60E1 and 60E2 Rails		5,500	
7.9	Rail Pad ZW138/165 for 50E6 and 54E1 Rails		2,000	
7.10	Fastening System Set for 60E1 and 60E2 Rails		500	
7.11	Fastening System Set for 50E6 and 54E1 Rails		500	
<u>Total Evaluated Price (TEP)</u> (sum of all the Total Prices)				_____ (Euros)

(*) Columns C and D shall not appear in the final Agreement.

8. **Linkage Mechanism**

8.1. The Proposed Price for the Fastening Systems 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.

8.2. As from the 2nd anniversary of the Final Submission Date, the price specified in the Bidder Proposal Form shall be adjusted once a year according to the following Indexation Linkage Mechanism:

Raw Material: EU Steel cost index – the 'Euro area 27 countries - Manufacture of basic iron and steel and of ferro-alloys index', series key: C241 as published by Eurostat at the website: http://appsso.eurostat.ec.europa.eu/nui/show.do?dataset=sts_inpp_m.

The coefficient allocated to the raw material index shall not exceed thirty percent (30%).

Labor: EURO area (17 countries) – Labor cost index by NACE Rev. 2 activity – nominal value, quarterly data. Seasonally and calendar adjusted data, Classification of economic activities – Transportation and storage, Labor cost structure – Labor cost for LCI (compensation of employees plus taxes minus subsidies), as published by the Eurostat at the website: http://ec.europa.eu/eurostat/en/web/products-datasets/-/LC_LCI_R2_Q

The coefficient allocated to this labor index shall not exceed thirty percent (30%).

Consumer Price Index: EURO area (changing composition) - HICP - Overall index, Monthly Index, Eurostat, neither seasonally nor working day adjusted', series key: ICP.M.U2.N.000000.4.INX, as published by the European Central Bank at the website: <http://sdw.ecb.europa.eu>.

The coefficient allocated to this index shall not exceed thirty percent (30%).

Non-linked portion: The Indexation Linkage Mechanism may include a portion of the price that will not be linked to any index. The coefficient of this portion shall not exceed ten percent (10%).

8.3. Prices shall not be adjusted during a period of two (2) years after the Submission Date and no indexation linkage mechanism shall apply during such period.

8.4. The base indices of the Indexation linkage mechanism shall be the latest indices known upon the second anniversary of the Submission Date.

9. Bidder understands that payment by ISR to the Supplier for the Fastening Systems shall be made by way of bank transfer in the mode and terms set forth in the Agreement.

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

Signature of Bidder

By: (print or type name):

Title:

Appendix C
Tender No. 41912

THE AGREEMENT

Appendix D
Tender No. 41912

Date: _____

Experience and Reference List of the Bidder

In accordance with Section 1.3 of the Tender's General Terms and Conditions:

The bidder has designed, assembled and supplied, commencing from 2017 and up to the Final Submission Date, at least ~~250,000~~ 250,000 KS Rail Fastening System Sets with SKL 12, suitable for use on railway track (one Set per one rail) in accordance with EN13481-3 standard.

Name of railway company to which the Fastening Systems Sets were supplied	Date the Fastening Systems Sets were Manufactured and Supplied	Quantity of Fastening Systems Sets Supplied	Type of Fastening Systems Sets	Name of Contact Person	Tel. and e-mail of contact person

Signature of Bidder: _____

By: _____

Title: _____