



Tender No. 42003

**For the Manufacture and Supply of
Buffer Stops for Rail Tracks
("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 Friction Buffer Stops, Fixed Buffer Stops and Braking Wheel Stop Sets ("Buffer Stops"), 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 and supplier of the proposed Buffer Stops.
- 1.2. The bidder has manufactured and supplied, commencing from 2010 and up to the Final Submission Date, at least twenty-six (26) friction buffer stops to at least one (1) heavy railway company.
 - 1.2.1. At least one (1) of the twenty-six (26) friction buffer stops with hydraulic elements, which complies with all of the following:
 - Total stoppage mass equal or greater than 1500 ton;
 - Capable of safely stopping a train with a speed of at least 10 km/h with a maximum movement distance of 15 meters.

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 Buffer Stops, with full and complete details concerning the bidder's manufacturing plant.

- 2.2. Bidder shall prove its full compliance with the Pre-requisite set forth in Section 1.2, by submitting a signed and completed Experience and Reference List, in the form attached hereto as **Appendix D** evidencing that the bidder has manufactured and supplied, commencing from 2010 and up to the Final Submission Date, at least twenty-six (26) friction buffer stops to at least one (1) heavy railway company and at least one (1) of the twenty-six (26) friction buffer stops with hydraulic elements, which complies with all of the following:
 - Total stoppage mass equal or greater than 1500 ton;
 - Capable of safely stopping a train with a speed of at least 10 km/h with a maximum movement distance of 15 meters.
- 2.3. ISR shall have the right, in its sole discretion, to request from any of the bidders, details and/or approvals and/or recommendations and/or certificates and/or additional documents, necessary to enable ISR to reach the required decisions.
- 2.4. 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.
- 2.5. 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 14 below.

3. **Technical Requirements**

The proposed Buffer Stops must fully comply with all of the requirements and terms included in the technical specifications attached hereto as **Appendix A** (the "**Technical Specifications**").

4. **Governing Agreement**

The manufacture and supply of the Buffer Stops, 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 set forth in the Agreement.

6. **Delivery Terms**

The terms of supply and delivery of the Buffer Stops shall be as set forth in the Agreement.

7. **Delivery Time**

The time of delivery for the supply of the Buffer Stops shall be as set forth in the Agreement.

8. **Warranty**

The Warranty Period of the Buffer Stops shall be as set forth in the Agreement.

9. **Spare Parts**

9.1. The bidder shall undertake in its proposal that during a period of twenty (20) years commencing on the Effective Date, as defined in the Agreement, it will supply ISR with all spare parts and tools necessary to install and maintain the Buffers (**the "Spare Parts"**).

9.2. Bidder shall include in its proposal a list of all necessary and recommended Spare Parts and tools for installation and maintenance of the Buffers (**the "Spare Parts List"**) and shall separately quote the prices (DAP at Site, as defined and specified in the Agreement (Appendix C).

9.3. The Spare Parts List shall be in English and/or Hebrew.

10. **Price Proposal**

10.1. The bidder shall provide the proposed price for the manufacture and supply of the Friction Buffers Stops, Fixed Buffer Stops and Braking Wheel Stop Set, in the Bidder's Proposal Form attached hereto as **Appendix B** (the "**Proposed Price for Buffers Stops**") in accordance with the following instructions:

10.1.1. The bidder shall provide a proposed price in the "Price per Unit" column for each type of Friction Buffer Stops, Fixed Buffer Stops and Braking Wheel Stop Set.

10.1.2. The bidder shall provide three (3) days training and supervision in Israel free of charge in the first purchase of the Friction Buffer Stop (of any type) and also in the first purchase of the Fixed Buffer Stop.

10.1.3. It is hereby clarified that the term Braking Wheel Stop Set means a pair - two (2) braking wheel stops, one for each rail of the track.

10.1.4. The bidder shall multiply the proposed price in the "Price per Unit" column by the quantity of Friction Buffers Stops, Fixed Buffer Stops and Braking Wheel Set specified in the "Quantity" column for each type of Friction Buffers Stops, Fixed Buffer Stops and Braking Wheel Stop Set. The bidder shall specify the result in the "Total Price" column.

10.1.5. The bidder shall specify the "Total Evaluated Price of Buffer Stops" in **Appendix B** by adding all of the Total prices listed in the "Total Price" column.

- 10.2. In the event of a contradiction between the Price per Unit and the Total Price, the Price per Unit shall prevail, and ISR may amend the Total Price, in order to correctly reflect the Price per Unit quoted by the Bidder.
- 10.3. Bidders must submit a proposal for all types of Friction Buffer Stops, Fixed Buffer Stops and Braking Wheel Stop Set as specified in the Bidder's Proposal Form. ISR may, at its sole discretion, disqualify an incomplete proposal.
- 10.4. Bidders shall provide a **Proposed Price for Additional three (3) days of Training and Supervision**, in Israel.
- 10.5. It is hereby clarified that ISR, at its sole discretion, shall have the option to purchase from the Supplier additional three (3) days of training and supervision in Israel. For the prevention of any doubt, it is expressly emphasized that ISR is under no obligation whatsoever to order the additional three (3) days of Training and Supervision from Supplier.
- 10.6. The Proposed Price for the Friction Buffer Stops, Fixed Buffer Stops, Braking Wheel Stop Set and the Proposed Price for additional three (3) days of Training and Supervision shall be quoted in Euro currency only.
- 10.7. The Proposed Price for the Buffers Stops and the Proposed Price for additional three (3) days of Training and Supervision are the final, complete and inclusive price, that will be paid to the Supplier for the Buffers and the accompanying services to be provided by it, including the supply by DAP terms as defined and specified in the Agreement (**Appendix C**).
- 10.8. To preclude any doubt, it is hereby clarified that the price for flights, accommodation in Israel, daily allowance, local travel and any additional cost shall be included. The Supplier shall not be entitled to any other payment, fee or compensation whatsoever from ISR.
- 10.9. The Proposed Price for the Buffer Stops, for additional three (3) days of Training and Supervision and for the Spare Parts 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, the Proposed Prices shall be linked as specified in **Annex B**.
- 10.10. 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.
- 10.11. 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 Buffer Stops, 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 ניטול"), 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 Buffer Stops 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.

10.12. Bidders must fill in the **Discount Rate** as specified in Section 12 of the Appendix B. In the event that no discount will appear in one or more of the rows, the Minimum Discount as specified in section 12 of Appendix B shall apply.

10.13. It is hereby clarified that the Bidder shall not include in the Discount Table zero and/or negative Discount Rate within its price proposal.

11. **Terms of Payment**

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

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

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

12.1.1. **Stage A – Preliminary Evaluation –**

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

12.1.1.2. **Stage A2** - Technical Evaluation – in parallel, the Technical Proposals shall be evaluated in accordance with the Technical Specifications (**Appendix A**).

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

12.2. 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 A**), and has the lowest total evaluated price ("**TEP**") as specified in Section 7 of the Bidder's Proposal Form (**Appendix B**).

12.3. 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

13. **Submission of Proposals**

13.1. All proposals must be submitted no later than **August 26, 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. 42003" (hereinafter: the "Main Envelope") at the address set forth below. ISR shall be entitled to postpone the deadline at its sole discretion.

- 13.2. The proposal shall be submitted by a single bidder. Proposals submitted by more than one bidder will be disqualified.
- 13.3. 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

- 13.4. The proposals shall be submitted into Tender Box n. 8 and shall not be left at any other place in the Israel Railways Building. This section is also relevant to proposals submitted through FEDEX services.
- 13.5. Bidders are hereby advised that ISR may not accept proposals that are not in accordance with the submission procedure as described in this section.
- 13.6. 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.
- 13.7. A separate envelope (1) which shall read "**Commercial Proposal -Tender 42003**" shall be inserted in the Main Envelope and shall include the following:
- 13.7.1. A signed and completed Bidder's Proposal Form (**Appendix B**).
- 13.7.2. The recommended Spare Parts List for the Buffers, to be attached as **Appendix E**, including the prices for each Spare Part (DAP at Site), its delivery time, description and original manufacturer part number.
- 13.8. A separate envelope (2) which shall read "**Pre-requisites - Tender 42003**" shall be inserted in the Main Envelope and shall include the following:
- 13.8.1. 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).
- 13.8.2. A declaration certifying that the bidder is the manufacturer of the Buffer Stops as specified in the Pre-requisite set forth in Section 1.1.
- 13.8.3. A signed and completed Experience and Reference List (**Appendix D**).
- 13.8.4. Reference letters from the Heavy Railway Companies using the Buffer Stops manufactured and supplied by the bidder.

13.9. A separate envelope (3) which shall read "**Technical Proposal - Tender 42003**" shall be inserted in the Main Envelope and shall include the following technical information:

13.9.1. A signed copy of the Technical Specifications (**Appendix A**).

13.9.2. All documents specified in section 10 of the Technical Specifications (**Appendix A**).

13.9.3. Company profile of the bidder and its expertise; Company profile of any subcontractor and its expertise; relevant information and data regarding the Buffer Stops.

13.9.4. All above information (sections 12.9.1-12.9.3) must be delivered also in soft copy (in PDF format in USB memory stick).

14. **Proposal Validity.**

All submitted proposals must be valid until nine (9) 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 that offered the next lowest Proposed Price for the Buffer Stops. The terms set forth in this Section shall apply, *mutatis mutandis*, following the replacement of the bidder's proposal as aforesaid.

15. **General**

Appendices. The following appendices are attached hereto:

- Appendix A** - Technical Specifications
- Appendix B** - Bidder's Proposal Form
- Appendix C** - Copy of the Agreement
- Appendix D** - Experience and Reference List of the Bidder
- Appendix E** - Spare Parts List

15.1. **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, at any time, the facilities of such Bidder where the Buffer Stops proposed are being manufactured.

15.2. **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, questions, requests 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.

15.3. **Confidentiality and Proprietary Rights**

15.3.1. **Bidder Confidentiality.** By participating in the Tender process, 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.

15.3.2. **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.

15.4. **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.

16. **General Prerogatives of ISR**

16.1. 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.

16.2. 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 Buffer Stops or to enter into a contractual relationship with any of the bidders.

16.3. 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.

16.4. Any of the Buffer Stops acquired, shall be on a non-exclusive basis and ISR at its sole discretion may at any time obtain Buffer Stops from any of the bidders, and/or may acquire similar or identical Buffer Stops from any third party.

- 16.5. The issuance by ISR of a Purchase Orders under the Agreement shall be following the receipt of the necessary budgetary approvals.
- 16.6. 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.
- 16.7. 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:
- 16.7.1. If only one of the bids is found suitable, according to the Pre-requisites and/or other specification requirements according to this Tender Documents;
 - 16.7.2. If ISR concludes that there was a flaw in the Tender process and/or in the evaluation of the bids;
 - 16.7.3. 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;
 - 16.7.4. If the circumstances and/or ISR's requirements have been significantly changed, to such extent which requires, the cancellation of the Tender;

17. Tender Procedure – General

17.1. 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).

17.2. 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.

17.3. Notification of the Winning Bidder

ISR shall send notification of its decision to the Bidder selected as the winner in the Tender ("**Winning Bidder**"). 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.

17.4. **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 regard to this Tender shall be addressed, in writing only and **no later than July 22nd, 2020**, to Ms. Mirela Halfim, by e-mail: mirelah@rail.co.il.

18. **Notices to Bidders**

- 18.1. 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**").
- 18.2. 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.
- 18.3. It is hereby clarified that only information provided by ISR to the Bidders, by the way of 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).

19. **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. 42003

TECHNICAL SPECIFICATIONS

Appendix B
Tender No. 42003
Bidder's Proposal Form

For the Manufacture and Supply of Buffer Stops for Rail Tracks

Date: _____

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

Name of Bidder: _____

Address: _____

Telephone: _____

Re: Proposal for the Manufacture and Supply of Buffer Stops

1. Bidder declares that it has read, fully understands, and agrees to the terms and conditions included in the tender documents of Tender No. 42003, 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 manufacture and supply of the Buffer Stops.
2. Bidder further declares that it is the manufacturer of the Buffer Stops proposed by it.
3. All of the terms and conditions included in the Tender Documents shall be considered integral parts of this proposal.
4. 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 manufacture and supply of the Buffer Stops including all of the related services, equipment, cost, fees duties and taxes as specified in the Agreement.
5. Any price stipulated herein shall be quoted in Euro (€) currency only.
6. 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 manufacture, supply and delivery of the Buffer Stops, 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 Buffer Stops and shall be borne solely by Supplier (Winning Bidder). Notwithstanding same, Israeli Value Added Tax, if applicable, shall be borne by ISR.
7. The country where the Buffer Stops will be manufactured is _____.

8. The Proposed Prices for each type of Buffer Stops (as specified in Section 4.12 of the Technical Specifications) including training and supervision as specified in Section 8.1 below (**the “Proposed Prices of Buffer Stops”**) are:

	A	B	C	D
No.	Type	Price per Unit / Set (in Euro)	Quantity (For Evaluation purposed ONLY)	Total Price (Quantity multiplied by Price per Unit)
1	Friction Buffer Stop Type ISR101A		1	
2	Friction Buffer Stop Type ISR102A		1	
3	Friction Buffer Stop Type ISR103A		1	
4	Friction Buffer Stop Type ISR104A		1	
5	Friction Buffer Stop Type ISR105A		1	
6	Friction Buffer Stop Type ISR106A		1	
7	Fixed Buffer Stop Type ISR201A		1	
8	Braking Wheel Stop Set Type ISR301A		1	
9	Braking Wheel Stop Set Type ISR302A		1	
Total Evaluated Price of Buffer Stops (sum of all the Total Buffer Stops Prices) - ("TEPB")				

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

(**) Braking Wheel Stop Set - means a pair - two (2) braking wheel stops, one for each rail of the track.

8.1. It is hereby clarified that in the **first** purchase of the Friction Buffer Stop (of any type) and also in the **first** purchase of the Fixed Buffer Stop, the Bidder shall provide a three days

training and supervision for installation (three days for each of the two first purchases), with no additional cost.

9. **The Proposed Price for Additional Three (3) Days of Training and Supervision, at ISR Facilities ("TS").**

The Proposed Price for additional Three (3) Days of Training and Supervision	
A sum of _____ € (in words) _____	_____ EUROS

9.1. It is hereby clarified that ISR, at its sole discretion, shall have the option to purchase from the Supplier additional three (3) days of training and supervision in Israel.

9.2. For the prevention of any doubt, it is expressly emphasized that ISR is under no obligation whatsoever to order additional three (3) days of Training and Supervision from Supplier.

10. The Proposed Price for the Buffers Stops and the Proposed Price for additional three (3) days of Training and Supervision are the final, complete and inclusive price that will be paid to the Supplier for the Buffers and the accompanying services to be provided by it, including the supply by DAP terms as defined and specified in the Agreement (**Appendix C**).

11. To preclude any doubt, it is hereby clarified that the price for flights, accommodation in Israel, daily allowance, local travel and any additional cost shall be included. The Supplier shall not be entitled to any other payment, fee or compensation whatsoever from ISR.

12. **Discount Rate** – A discount is granted for accumulated value ordered within one year by ISR throughout the Agreement Period and Option Period, if exercised. The bidder shall quote a discount (in percentages) which shall be granted to ISR for accumulated value of any and all Buffer Stop ordered within one year. The Discount Rate shall be applicable on the Proposed Price for Buffer Stops, as follows:

% discount applicable to the Task Order(s)	Accumulated value of Buffer Stops in one year
No discount shall apply	0 to € 50,000
D1 _____ %	€ 50,001 up to € 100,000 Minimum Discount 1%
D2 _____ %	€ 100,001 up to € 200,000 Minimum Discount 2%
D3 _____ %	€ 200,001 up to € 400,000 Minimum Discount 3%

D4 _____ %	€ 400,001 up to € 600,000 Minimum Discount 4%
D5 _____ %	Above € 600,001 Minimum Discount 5%

For evaluation purposes only:

The weighted average discount (percentage) shall be calculated in accordance with the following formula:

$$\text{WAD} = (0.40 * 0) + (0.20 * D1) + (0.15 * D2) + (0.15 * D3) + (0.05 * D4) + (0.05 * D5)$$

Where:

WAD= Weighted Average Discount (percentage)

13. The **Total Evaluated Price ("TEP")** shall be calculated in accordance with the following formula:

$$\text{TEP} = \text{TEPB} + 10 * \text{TS}$$

14. The **Final Price ("FP")** shall be calculated in accordance with the following formula:

$$\text{FP} = \text{TEP} * (1 - \text{WAD})$$

Where:

TEP – Total Evaluated Price

WAD – Weighted Average Discount

The total discount shall apply to any exercise of an option or extension of the Contract.

15. Linkage Mechanism

15.1. The Proposed Price for the Buffer Stops and the Proposed Price for additional Three (3) Days of Training and Supervision shall be fixed and shall not be linked to any price increase mechanism for a period of two (2) years commencing on the Final Submission Date.

15.2. As from the 2nd anniversary of the Final Submission Date, the Proposed Prices for the Buffers Stops and the Proposed Price for additional Three (3) Days of Training and Supervision shall be linked to the European Consumer Price Index (HICP E27 - Overall index, Monthly Index, (2005=100) as published at Eurostat website:

<http://ec.europa.eu/eurostat/tgm/table.do?tab=table&language=en&pcode=teicp000&tableSelection=1&plugin=1> ("**HICP**").

15.3. The basic index for the HICP shall be the last known index on the Final Submission Date.

16. Bidder understands that payment by ISR to the Supplier shall be made by way of bank transfer in the mode and terms set forth in the Agreement.
17. Bidder hereby permits representatives of ISR to inspect its facilities and/or any of its subcontractors, at any time.

Signature of Bidder

By: (print or type name):

Title:

Appendix C
Tender No. 42003

THE AGREEMENT

Appendix D
Experience and Reference List of the Bidder

In accordance with Section 1.2 of the Tender's General Terms and Conditions:

The bidder has manufactured and supplied, commencing from 2010 and up to the Final Submission Date, at least twenty-six (26) friction buffer stops to at least one (1) heavy railway company and at least one (1) of the twenty-six (26) friction buffer with hydraulic elements, which complies with all of the following:

- *Total stoppage mass equal or greater than 1500 ton;*
- *Capable of safely stopping a train with a speed of at least 10 km/h with a maximum movement distance of 15 meters.*

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

Signature of Bidder: _____

By: _____

Title: _____

Please copy this page in order to fill in all relevant experience

Appendix E
Spare Parts List