



**Tender No. 42004**  
**For the Manufacture and Supply of**  
**Various Types of Wooden Sleepers (“Tender”)**

**General Terms and Conditions**

Israel Railways Ltd. (“ISR”), in accordance with its obligations under the Israeli Mandatory Tender Laws, its implementing regulations and the International Agreement on Government Procurement, wishes to obtain bids for:

The manufacture and supply of all of the following types of wooden sleepers (collectively “the Wooden Sleepers”), in accordance with the Technical Specifications attached hereto as Appendix A and subject to the terms specified in this General Terms and Conditions and the accompanying Tender documents:

- a. **Track Wood Sleepers 2600 mm (the "Track Wood Sleepers")**
- b. **Bearers/Crossing Timbers 3400 [mm]; 3600[mm]; 3800[mm]; 4100[mm] and 4400 [mm] (the "Crossing Timbers")**

1. **Pre-requisites for Participation in the Tender (the “Pre-requisites”):**

- 1.1 The Bidder has manufactured and supplied from 2018 and up to the final submission date at least 5000 Track Wood Sleepers and/or Crossing Timbers for railway companies, in accordance with the EN13145 standard and/or the UIC 863 standard and/or the AREMA manual of railway engineering.
- 1.2 All of the 5000 Track Wood Sleepers and/or Crossing Timbers manufactured and supplied from 2018 and up to the final submission date were preserved and treated in accordance with EN 13991 and/or in accordance with AWPA.

2. **Proof of Compliance with the Pre - Requisites**

Bidder shall prove its 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 documents:

- 2.1. A signed and completed experience and reference list, in the form attached hereto as **Appendix D1**, evidencing that the Bidder has manufactured and supplied from 2018 and up to the final submission date at least 5000 Track Wood Sleepers and/or Crossing Timbers for railway companies, in accordance with the EN13145 standard and/or the UIC 863 standard and/or the AREMA manual of railway engineering.

- 2.2. A signed and completed experience and reference list, in the form attached hereto as **Appendix D2**, evidencing that all of the 5000 Track Wood Sleepers and/or Crossing Timbers manufactured and supplied from 2018 and up to the final submission date were preserved and treated in accordance with EN 13991 and/or in accordance with AWPA.
- 2.3. Notwithstanding the aforesaid in Section 2, ISR shall have the right, in its sole discretion, not to disqualify proposals which do not contain all the documents and certificates necessary to prove 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 documents, necessary to enable ISR to reach the required decisions.
- 2.4. 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 Wooden Sleepers 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 Wooden Sleepers, 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**

- 5.1. ISR intends to issue one (1) Purchase Order subject to the terms and conditions set forth in the Agreement.

### 6. **Delivery Time**

- 6.1. The time of delivery for the supply of the Wooden Sleepers shall be as set forth in the Agreement.

### 7. **Delivery Terms**

- 7.1. The terms of supply and delivery of the Wooden Sleepers shall be as set forth in the Agreement.

### 8. **Warranty**

The Warranty Period of the Wooden Sleepers shall be as set forth in the Agreement.

## 9. **Price Proposal**

- 9.1. The Bidder shall provide the proposed price for the manufacture and supply of the Wooden Sleepers in the Bidder's Proposal Form attached hereto as *Appendix B* (the "**Proposed Price for the Wooden Sleepers**") in accordance with the following instructions:
- 9.1.1. The Bidder shall provide a proposed price in the "**Price per Unit**" column for each and every type of Wooden Sleeper. The Bidder shall multiply the proposed price in the "Price per Unit" column by the quantity of Wooden Sleepers specified in the "Quantity" column for each and every type of Wooden Sleeper. The Bidder shall specify the result in the "Total Price" column.
- 9.1.2. The Bidder shall specify the "Total Evaluated Price" in Appendix B by adding all of the Total prices listed in the "Total Price" column.
- 9.1.3. In the event of a contradiction between the Price per Unit and the Total Price, the Price per Unit shall prevail.
- 9.1.4. Bidders must submit a proposal for all types of Wooden Sleepers.
- 9.1.5. The Proposed Price for the Wooden Sleepers shall be quoted in the Bidder's Proposal Form **in Euro currency only**. The Proposed Price for the Wooden Sleepers is the final, complete and inclusive price that will be paid to the Supplier for the Wooden Sleepers and the accompanying services to be provided by it. The Supplier shall not be entitled to any other payment, fee or compensation whatsoever from ISR.

## 10. **Terms of Payment**

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

## 11. **Selection of the 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 for the Wooden Sleepers ("TEP") as specified in the Bidder's Proposal Form (**Appendix B**).
- 11.3. When reviewing the proposals submitted, ISR reserves the right, at 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 **November 3, 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 No. 42004** (hereinafter: the "Main Envelope") at the address set forth below.
- 12.2. The proposal shall be submitted by a single Bidder. A Bidder which submits more than one proposal shall 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. – Management Building  
Contracting & Procurement Division – Tender Box #8  
Yoseftal St.,1, Lod 7136801, Israel

- 12.4. 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.
- 12.5. 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.
- 12.6. A separate envelope (1) which shall read "**Commercial Proposal –Tender No. 42004**" shall be inserted in the Main Envelope and shall include the following:
- 12.6.1. A signed and completed Bidder's Proposal Form (Appendix B).
- 12.7. A separate envelope (2) which shall read "**Pre-requisites –Tender No. 42004**" shall be inserted in the Main Envelope and shall include the following:

- 12.7.1. 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). A proposal reflecting any reservation regarding sections of the agreement may be disqualified.
  - 12.7.2. Valid plant procedure and certification required in accordance with Section 0 herein above.
  - 12.7.3. A signed and completed experience and reference list, in the form attached hereto as **Appendix D1** evidencing that the Bidder has manufactured and supplied from 2018 and up to the final submission date at least 5000 Track Wood Sleepers and/or Crossing Timbers for railway companies, in accordance with the EN13145 standard and/or the UIC 863 standard and/or the AREMA manual of railway engineering.
  - 12.7.4. A signed and completed experience and reference list, in the form attached hereto as **Appendix D2** evidencing that all of the 5000 Track Wood Sleepers and/or Crossing Timbers manufactured and supplied from 2018 and up to the final submission date were preserved and treated in accordance with EN 13991 and/or in accordance with AWWA.
  - 12.7.5. In addition, Bidder shall submit additional proof such as manufacturing reports, supply reports and documentation.
- 12.8. A separate envelope (3) which shall read "**Technical Proposal - Tender No. 42004**" shall be inserted in the Main Envelope and shall include the following technical information:
- 12.8.1. A signed copy of the Technical Specifications (**Appendix A**), proving its full compliance with the technical specifications, with no reservations.
  - 12.8.2. Company profile of the Bidder and its expertise; relevant information and data regarding the Wooden Sleepers.
  - 12.8.3. List of documents to be submitted as detailed in Section 12 of the Technical specifications.

### 13. **Validity Period**

All submitted proposals must be valid up to 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 Wooden Sleepers. The terms set forth in this Section shall apply, *mutatis mutandis*, following the replacement of the Bidder's proposal as aforesaid.

#### 14. Appendices

14.1. The following appendices are attached hereto:

*Appendix A* - Technical Specifications.

*Appendix B* - Bidder's Proposal Form.

*Appendix C* - Copy of the Agreement.

*Appendix D1* - Experience and Reference List in accordance with Section 2.1.

*Appendix D2* - Experience and Reference List in accordance with Section 2.2.

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 the Wooden Sleepers 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 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

- 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 Wooden Sleepers or to enter into a contractual relationship with any of the Bidders.
- 15.3. Any of the Wooden Sleepers acquired, shall be on a non-exclusive basis and ISR, at its sole discretion, may at any time, purchase Wooden Sleepers from any of the Bidders, and/or may acquire similar or identical Wooden Sleepers from any third party.
- 15.4. ISR shall issue Purchase Orders under the Agreement following the receipt and subject to the receipt of the necessary budgetary approvals.
- 15.5. ISR, in its sole discretion, may decide not to select any of the submitted proposals or may decide to cancel the entire Tender at any time.
- 15.6. All documents submitted in this Tender must be in English or Hebrew.
- 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 regard to this Tender shall be addressed, in writing only and no later than **October 1<sup>st</sup>, 2020**, to Ms. Mirela Halfim, by e-mail: [mirelah@rail.co.il](mailto:mirelah@rail.co.il).

Bidder shall submit Requests for Clarification using **EXCEL files only**, using the following table (an excel chart is available at ISR's website):



Question no.	Section	Questions	Answers
Technical specifications			
1			
2			
3			

Question no.	Section	Questions	Answers
General Terms and Conditions			
1			
2			
3			

Question no.	Section	Questions	Answers
Agreement			
1			
2			
3			

## 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 tenders 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 in accordance with this Section 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 in accordance with this Section 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. 42004**

**Technical Specifications**

**Appendix B**  
**Tender No. 42004**

**Bidder's Proposal Form**

**For the Manufacture and Supply of Various Types of Wooden Sleepers**

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

Israel Railways Ltd.  
Contracting & Procurement Division – Tender Box #8  
Yoseftal St.,1  
Lod 7136801  
Israel

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Re: Proposal for the Manufacture and Supply of Various Types of Wooden Sleepers**

1. Bidder declares that it has read, fully understands, and agrees to the terms and conditions included in the Tender documents of Tender No. 42004, 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 Wooden Sleepers.
2. All of the terms and conditions included in the Tender Documents shall be considered an integral part of this proposal.
3. The Manufacturing plant where the Wooden Sleepers will be manufactured is \_\_\_\_\_.
4. Any price stipulated herein shall be quoted in Euro (€) currency only.
5. 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 Wooden Sleepers, including all of the related services, equipment, cost, fees duties and taxes as specified in the Agreement.
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 Wooden Sleepers, 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 and shall be borne solely by Supplier (Winning Bidder). Notwithstanding same, Israeli Value Added Tax, if applicable, shall be borne by ISR.

7. The **Proposed Price for each and every type of Wooden Sleeper** including during the Warranty Period, as such terms are defined in the Agreement, is as follows:

<b>TYPE DESCRIPTION</b>	<b>Wooden Sleepers - First Delivery</b>	<b>Wooden Sleepers - Second Delivery</b>	<b>Price per Unit (€)</b>	<b>Total Price (€) (Total Quantity multiplied by Price per Unit)</b>
TRACK WOOD SLEEPER 2600mm	1100	900		
CROSSING TIMBERS 3400 mm	200	-		
CROSSING TIMBERS 3600 mm	100	-		
CROSSING TIMBERS 3800 mm	100	-		
CROSSING TIMBERS 4100 mm	100	-		
CROSSING TIMBERS 4400 mm	100	-		

6. Bidder understands that payment by ISR to the Supplier for the Wooden Sleepers shall be made by way of bank transfer in the mode and terms set forth in the Agreement.
7. 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. 42004**

**The Agreement**



**Appendix D1**  
**Tender No. 42004**

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

**Experience and Reference List of the Bidder**

In accordance with Section 1.1. of the Tender's General Terms and Conditions:

The Bidder has manufactured and supplied from 2018 and up to the final submission date at least 5000 Track Wood Sleepers and/or Crossing Timbers for railway companies, in accordance with the EN13145 standard and/or the UIC 863 standard and/or the AREMA manual of railway engineering.

Name of company to which the Wooden Sleepers were supplied	Date the Wooden Sleepers were Manufactured and Supplied	Quantity of Wooden Sleepers	Type of Wooden Sleepers	EN 13145 standard <b>and/or</b> the UIC 863 standard <b>and/or</b> the AREMA manual of railway engineering	Name and Position of Contact person	Telephone and e-mail of contact person

Signature of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Appendix D2**  
**Tender No. 42004**

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

**Experience and Reference List of the Bidder**

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

All of the 5000 Track Wood Sleepers and/or Crossing Timbers manufactured and supplied from 2018 and up to the final submission date were preserved and treated in accordance with EN 13991 and/or in accordance with AWPA.

Name of railway company to which the treated Wooden Sleepers were supplied	Date the treated Wooden Sleepers were Manufactured and Supplied	Quantity of Wooden Sleepers	Type of Wooden Sleepers	EN 13991 and/or in accordance with AWPA	Name and Position of Contact person	Telephone and e-mail of contact person

Signature of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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