

## נספח A11(2) - מעודכן

(נדרש להוכחת עמידה בתנאי מקדמי בסעיף מס' 2.3 רק ככל והמציע הציג בתנאי מקדמי בסעיף

מס' 2.3, ניסיון של ספק משנה מטעמו)

מכרז פומבי מס' 11760 – לאספקת, הקמת, התקנת, ותחזוקת מכונות שטיפת רכבות עבור רכבת

ישראל

\*to be signed if the manufacturer of the Rail Vehicle Washing Systems is not and the supplier/  
manufacturer of the Towing Unit

### Declaration Of Manufacturer

We are, the undersigned \_\_\_\_\_ ("Company"),  
hereby confirm and certify:

- 1) We are the manufacturer of the Rail Vehicle Washing Systems (excluding the Towing Unit, as detailed in the Tender) that was offered by \_\_\_\_\_ ("Bidder") in detailed in in Israel Railways Ltd ("ISR") Tender no. 11760 ("Tender") ("Systems").
- 2) We hereby certify, that we have signed an agreement with Bidder to supply the Systems in the event that Bidder shall be nominated as the winner bidder in the Tender.
- 3) We hereby certify, that we have inspected all the details and information that the Bidder stated about Company and the Systems in its offer to the Tender (including all representations made in the agreement attached to Tender), and we confirm they are complete and accurate.
- 4) We hereby certify, that we have inspected, examined and evaluated the Tender's documents, terms and conditions, including the agreement, appendixes and the Bidder's proposal with regards to the Systems (including warranty, maintenance and all services relating to the System), and we understand and accept them, and we commit to supply the Systems and do all such acts do enable Bidder to fully execute its commitments if Bidder's proposal wins the Tender with regards to the Systems.
- 5) We hereby certify that there is no prevention under law and/or agreement to execute Bidder's commitment in the Tender with regards to the Systems and/or the services relating to the Systems.
- 6) We are aware, that the agreement to supply the Systems will be between the Bidder and ISR and we shall not have any claim, complaint or demand against ISR regarding Tender

בניין הנהלת הרכבת, יוספטל 1, לוד  
טל. 08-6533724

and/or the agreement and/or the supply of the Systems and/or the services relating to the Systems.

- 7) We hereby declare that Bidder has received all authorizations required by us to make his offer and there is no restriction under any law and/or agreement to prevent ISR from using the Systems (including its hardware and/or software) and/or receiving any services relating to the System.
- 8) We hereby unconditionally declare that in no event shall we limit and/or restrict and/or prevent ISR rights and/or ability to use any of the Systems including its hardware and/or software nor shall we demand any payment from ISR.
- 9) We shall support ISR without any consideration and/or cost so that ISR shall be able to use effectively and as required in the Tender all of the Systems including its hardware and/or software and/or the services relating to the Systems.
- 10) In the event that our agreement with the Bidder shall be terminated for any reason, upon ISR's request we shall continue to supply ISR the Systems and/or the services relating to the Systems on the same terms and conditions as required from Bidder in the Tender.
- 11) Without derogating from the above, we hereby warrant that the statements made by Bidder in the preconditions of the Tender with regards to our past experience with regards to the manufacture and supply of the Systems are true correct and complete.
- 12) Without derogating from the above, we hereby warrant that we have inspected the Towing Units, as defined in the Tender, that the Bidder shall supply in the Tender and the Towing Units and the Systems are fully compatible and there is no technical impediment and/or any other impediment for the two to fully work together and fully comply with all requirements of the Tender.

**Manufacturer Signature** \_\_\_\_\_

**Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Names of Authorized Signature on behalf of Manufacturer**

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