

נספח A11(3) - 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 by the manufacturer of the Towing Unit if the manufacturer is 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 Towing Units, as detailed in the Tender that was offered by _____ ("Bidder") in detailed in in Israel Railways Ltd ("ISR") Tender no. 11760 ("Tender") ("Towing Units").
- 2) We hereby certify, that we have signed an agreement with Bidder to supply the Towing Units 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 Towing Units 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 Towing Units (including warranty, maintenance and all services relating to the Towing Units), and we understand and accept them, and we commit to supply the Towing Units and do all such acts do enable Bidder to fully execute its commitments if Bidder's proposal wins the Tender with regards to the Towing Units.
- 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 Towing Units and/or the services relating to the Towing Units.
- 6) We are aware, that the agreement to supply the Towing Units will be between the Bidder and ISR and we shall not have any claim, complaint or demand against ISR regarding

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טל. 08-6533724

Tender and/or the agreement and/or the supply of the Towing Units and/or the services relating to the Towing Units.

- 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 Towing Units (including its hardware and/or software) and/or receiving any services relating to the Towing Units.
- 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 Towing Units 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 Towing Units including its hardware and/or software and/or the services relating to the Towing Units s.
- 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 Towing Units and/or the services relating to the Towing Units 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 Towing Units are true correct and complete.
- 12) Without derogating from the above, we hereby warrant that we have inspected the Rail Vehicle Washing Systems, as defined in the Tender, that the Bidder shall supply in the Tender and the Towing Units and the Rail Vehicle Washing 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
