



Israel Railways Ltd.

Procurement & Contracting Division

Tender No. 41803

For the Manufacture and Supply of Various Types of Mono-Block Wheels (“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 Solid Mono-block Wheels for various types of Rolling Stock (collectively, the "**Mono-Block Wheels**"); 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 Mono-Block Wheels;
- 1.2 The Bidder has manufactured and supplied, commencing **from 2015 and up to the final submission date**, at least fifty thousand (**50,000**) **Solid (mono-block) Wheels**;

2. Proof of Compliance with the Pre-requisites

- 2.1 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:
 - 2.1.1. Bidders shall prove their full compliance with the Pre-requisite set forth in Section 1.1 by submitting a letter certifying that the Bidder is the manufacturer and the supplier of the Mono-Block Wheels.
 - 2.1.2. Bidders shall prove their 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 2015 and until the submission date, at least fifty thousand (50,000) solid (mono-block) wheels.
 - 2.1.3. Notwithstanding the aforesaid in this Section 2.1, ISR shall have the 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 documents, necessary to enable ISR to reach the required decisions.

2.1.4. The Bidder undertakes to maintain its compliance with the Pre-requisites specified in Section 1 above, at all times, up to and including the Proposal Validity Period as set forth in Section 15 below and the throughout the Agreement period.

2.1.5. A Participant may demonstrate compliance with some or all of the Technical Pre-Qualification Requirements set forth in Section 1 through a Mother Company and/or Daughter Company of such Participant.

2.1.6. Participant shall disclose the ownership and organizational structure of each Mother/Daughter Company through which it seeks to demonstrate compliance of a Technical Pre-Requisite Requirement as set forth in Section 1 and shall submit **Attachment E** with respect to such Mother/Daughter Company. Such disclosure and submission shall demonstrate, *inter alia*, the affiliation of the Participant and the Mother/Daughter Company.

3. **Term of the Agreement**

The term of the Agreement of the Mono-Block Wheels shall be in accordance with the terms and the conditions specified in the Agreement.

4. **Technical Requirements**

The proposed Mono-Block Wheels must fully comply with all of the requirements and terms included in the technical specifications attached hereto as **Appendix A** (the “**Technical Specifications**”).

5. **Governing Agreement**

The manufacture and the supply of the Mono-Block Wheels, 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 framework agreement attached hereto as **Appendix C** (the “**Agreement**”). The Agreement and the appendices attached thereto constitute an inseparable part of this Tender.

6. **Purchase Order**

The Agreement will be exercised through Purchase Orders, in accordance with the terms and the conditions specified in the Agreement.

7. **Delivery Terms**

The terms of supply and delivery of the Mono-Block Wheels shall be in accordance with the terms and the conditions specified in the Agreement.

8. **Time of Delivery**

The Delivery Time of the Mono-Block Wheels shall be in accordance with the terms and the conditions specified in the Agreement.

9. **Warranty**

The Mono-Block Wheels shall be fully warranted by the Supplier according to the terms and the conditions of the Agreement.

10. **Price Proposal**

10.1. The Bidder shall provide the proposed price for the manufacture and supply of the Mono-Block Wheels in the Bidder's Proposal Form attached hereto as **Appendix B** (the "**Proposed Price for the Mono-Block Wheels**"), in accordance with the following instructions:

10.1.1 The Bidder shall provide the proposed price in the "Price per one Mono-Block Wheel" column for each and every type of Mono-Block Wheels.

10.1.2. The Bidder shall multiply the proposed price in the "Price per one Mono-Block Wheel" column by the quantity of Mono-Block Wheels specified in the "Quantity" column for each and every type of Mono-Block Wheels. The Bidder shall specify the result in the "Total Price" column.

10.1.3. The Bidder shall specify the "**Total Evaluated Price**" 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.

10.3. Bidders must submit a proposal for all types of Mono-Block Wheels.

10.4. The Proposed Price for the Mono-Block Wheels shall be quoted in the Bidder's Proposal Form **in Euro (€) currency only**. The Proposed Price for the Mono-Block Wheels is the final, complete and inclusive price that will be paid to the Supplier for the Mono-Block Wheels 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.

11. **Terms of Payment**

Payment by ISR to the Supplier shall be according to the terms and the conditions of the Agreement.

12. **Selection of the Winning Proposal**

12.1. The criteria to be used by ISR for selecting the Winning Proposal shall include the lowest PEP for the Mono-Block Wheels as set out in Section 6 of the Bidder's Proposal Form (**Appendix B**).

12.2. 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. **Tender Procedure – General**

13.1. 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).

14. **Submission of Proposals**

14.1. All proposals must be submitted no later **July 31, 2018 by 13:00 (Israel time)** ("**Final Submission Date**") in three separate envelopes, and these three envelopes shall all be inserted into one main envelope as specified below, which shall read "**Tender No. 41803**" (hereinafter the "**Main Envelope**") at the address set forth below.

14.2. The proposal may be submitted by a single Bidder. A Bidder which submits more than one proposal shall be disqualified.

14.3. The proposal is to be submitted **in 2 copies** into **Tender Box No. 8**, located at the following address:

<p>Israel Railways Ltd. Contracting & Procurement Division – <u>Tender Box #8</u> Yoseftal 1, 7136801 Lod, Israel</p>

14.4. The Bidder is requested to read carefully all of the documents attached herein and submit the following documents in **three (3) separate envelopes** as set out below, which should be included in the Main Envelope, signed, where applicable, by the authorized signatory bodies.

14.5. A separate envelope which shall read "**Pre-requisites - Tender 41803**" shall be inserted in the Main Envelope and shall include the following:

14.5.1. 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)**.

14.5.2. A letter certifying that the Bidder is the manufacturer and supplier of the Mono-Block Wheels set forth in Section 1.1.

14.5.3. A signed and completed Experience and Reference list, evidencing that from 2015 and up to the final submission date, Bidder has manufactured

and supplied at least fifty thousand (50,000) Solid (mono-block) Wheels (*Appendix D*).

14.6. A separate envelope which shall read "**Commercial Proposal - Tender 41803**" shall be inserted in the Main Envelope and shall include **only** a signed and completed Bidder's Proposal Form (*Appendix B*).

14.7. A separate envelope which shall read "**Technical Proposal - Tender 41803**" shall be inserted in the Main Envelope and shall include the following technical information:

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

14.7.2. Company profile of the Bidder and its expertise; relevant information and data regarding the Mono-Block Wheels.

14.8. In the event that ISR, for any reason whatsoever, does not enter into a contractual relationship with the winning Bidder, and/or the agreement with the winning Bidder is cancelled, ISR shall be entitled to elect, as a winning proposal, the proposal which offered the next lowest price for the Mono-Block Wheels. The terms set forth in this section shall apply, *mutatis mutandis*, following the replacement of the Bidder's proposal as aforesaid.

15. **Validity Period**

15.1. **Bid Validity Period** – Bids shall remain valid for a period of six (6) months from the submission date (the "**Bid Validity Period**"). Bids which were submitted may not be revoked or changed by the Bidder prior to the expiration of the Bid Validity Period for any reason whatsoever.

15.2. **Extension of Validity period** – Should ISR not reach a final decision as to the Winning Bidder to be selected before expiry of the Bid Validity Period, it shall be entitled to request all Bidders, relevant at such time, to extend the date of validity of their bids by an additional period, the duration of which will be determined by ISR.

15.3. **No Additional Changes** – Extension of the validity date of its Bid beyond the Bid Validity Period shall not entitle the Bidder to change, amend, add or delete any of the contents of its Bid. Any such change, amendment, addition or deletion shall entitle ISR, at its sole and absolute discretion, to disqualify the Bidder from any further participation in the Tender.

16. **Appendices**

The following appendices are attached hereto:

Appendix A – Technical Specifications for the Mono-Block Wheels

Appendix B – Bidder's Proposal Form.

Appendix C – A copy of the Agreement.

Appendix D – An Experience and Reference List.

Appendix E – Structure and Organization of the Mother/Daughter Company

17. **General**

- 17.1 . 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.
- 17.2. 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 Mono-Block Wheels or to enter into a contractual relationship with any of the Bidders.
- 17.3. ISR shall have the right, at its sole and absolute discretion, to **verify the 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 Mono-Block Wheels proposed by the Bidders are being manufactured. ISR may, at its sole and absolute discretion, contact and/or visit each of the customers detailed in **Appendix D**, in order to check and evaluate the Pre-requisites, the Technical Proposal, and/or Bidder's Proposal.
- 17.4. The Mono-Block Wheels acquired shall be on a non-exclusive basis and ISR, at its sole discretion may, at any time, obtain Mono-Block Wheels from any of the Bidders, and/or may acquire similar or identical Mono-Block Wheels from any third party.
- 17.5. ISR shall issue Purchase Orders under the Agreement following the receipt and subject to the receipt of the necessary budgetary approvals.
- 17.6. 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.
- 17.7. 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.
- 17.8. 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:
- 17.8.1. If only one of the bids is found suitable, according to the Pre-requisites and/or other specification requirements according to this Tender Documents;
- 17.8.2. If ISR concludes that there was a flaw in the Tender process and/or in the evaluation of the proposals;
- 17.8.3. 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;
- 17.8.4. If the circumstances and/or ISR's requirements have been significantly changed, to such extent which requires the cancellation of the Tender;

17.8.5. ISR reserves the right, at its sole discretion, to conduct negotiations with any of the Bidder's in this Tender that it finds suitable, with respect to their commercial and/or technical proposals, or not to conduct negotiations at all.

17.8.6. Cancellation of the Tender as per the above shall not derogate from ISR's right to publish a new, similar or different tender in the future.

17.9. All documents submitted in this Tender must be in English or Hebrew (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 submitted in writing I English or Hebrew only, unless otherwise specifically stated in the Tender Documents or approved by ISR.

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

18.1 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 ("**Request for Clarification**").

18.2. Any inquires with regards to this Tender should be addressed, in writing only, to Ms. Mirela Halfim, International Procurement Coordinator, no later **June 7, 2018**, by e-mail: mirelah@rail.co.il. Bidders shall be responsible for verifying receipt by ISR of Requests for Clarification.

18.3. 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**").

18.4. 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.

18.5. It is hereby clarified that only information provided by ISR to the bidders by the way of a Notice to Bidders in accordance herewith 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.

19. **Amendment of Tender Documents**

At any time prior to the Submission Date, ISR may amend the Tender documents (including but without limitation these Tender Documents, the Technical Specifications and the Agreement) 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, such notice shall be binding upon each Bidder, regardless of whether the Bidder has acknowledged receipt of the notice (s) or not).

20. **Notices by Bidders**

Each Bidder shall promptly notify ISR in writing of any change with respect to the Bidder and/or the information and/or the representations made by it in connection with this Tender, including all the warranties and representations set forth in the Agreement, and in particular, any change which affects or might affect its' compliance with the Pre-requisites. ISR shall be entitled to take any action it deems fit in response to such change, and the Bidder shall have no claim in connection therewith.

21. Notification of the Winning Bidder

ISR shall send notification of its decision to the Bidder selected as the winner in the Tender (“the **Notification of the 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 such Bidder, 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.

Appendix A
Tender No. 41803

TECHNICAL SPECIFICATIONS

Appendix B
Tender No. 41803

BIDDER'S PROPOSAL FORM

Appendix B

Bidder's Proposal Form - Tender No. 41803

For the Manufacture and Supply of Various Types of Mono-Block Wheels

Date: _____

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

Name of Bidder: _____

Address: _____

Telephone: _____

Re: For the Manufacture and Supply of Various Types of Mono-Block Wheels

1. Bidder declares that it has read, fully understands, and agrees to the terms and conditions included in the Tender documents of **Tender No. 41803**, 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 Manufacture and Supply of Various Types of Mono-Block Wheels ("**Mono-Block Wheels** ") as detailed in the Agreement.
2. All of the terms and conditions included in the Tender Documents shall be considered integral parts of this proposal.
3. All prices mentioned herein, including the Proposed Price for the **Mono-Block Wheels**, shall be denominated in Euros (€).
4. Bidder hereby acknowledges and declares that sums stated herein (Appendix B) shall the final, complete and inclusive price that will be paid to Supplier for all its undertakings under the Agreement, including all of the related services, equipment, cost, fees duties and taxes as specified in the Agreement. Bidder shall not be entitled to any other payment, fee or compensation whatsoever from ISR.
5. Bidder hereby acknowledges and declares that the Proposed Price detailed below 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 **Mono-Block Wheels**,

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 MSRS and/or any Additional MSRS at port, supervision while discharging at port, discharging terms at port, etc. For the sake of clarity, the Prices shall include any sum which the Israeli Tax Authorities require to be withheld at source. Notwithstanding the above, Israeli Value Added Tax, if applicable, shall be borne by ISR.

6. The **Proposed Price** for each and every type of Mono-Block Wheels is as follows:

N.	Rolling Stock Type	Wheel diameter mm	Drawing N.	Price per one	Quantity for 3 years (for evaluation purposes only)	Total Price (Quantity multiplied by Price per Unit)
1	IC3, N 1-10, 42-50	850	ME413.00.3(B)		215	
2	IC3, N° 11-24	850	ME416.00.3(A)		75	
3	IC3, N° 25-41	850	ME427.00.3		90	
4	Alstom PP	920	ME415.00.3(A)		160	
5	Bombardier DD	920	ME428.00.3		475	
6	Siemens PP	920	ME437.00.3		630	
7	Y25 Lsd, Y25 Lst	920	ME399.00.3(B)		1172	
8	Y25C	920	ME355.00.3(B)		650	
9	Vosloh JT42BW	1016	ME418.00.3(A)		410	
10	NRE, JT42CW, EMD G12	1016	DG548.00.3C		300	
11	Vosloh Euro 3000	1117.6	ME459.00.1		200	
12	Vosloh Euro 4000	1117.6	ME456.00.1		200	
13	TRAXX E- Locomotive	1250			50	
Total Evaluated Price for Initial Purchase Order of Mono-Block Wheels (" TEP ")					4627	

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

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.

7. **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 Mono-Block Wheels ordered within one year. The Discount Rate shall be applicable on the Proposed Mono-Block Wheels Price, as follows:

% discount applicable to the Task Order(s)	Accumulated value of Wheels in one year
No discount shall apply	0 to € 500,000
D1 _____ %	€ 500,001 up to € 1,000,000 Minimum Discount 1%
D2 _____ %	€ 1,000,001 up to € 1,500,000 Minimum Discount 2%
D3 _____ %	€ 1,500,001 up to € 2,000,000 Minimum Discount 3%
D4 _____ %	€ 2,000,001 up to € 2,500,000 Minimum Discount 4%
D5 _____ %	Above € 2,500,001 Minimum Discount 5%

For evaluation purposes only:

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

$$\text{WAD} = (0.45 * 0) + (0.25 * \text{D1}) + (0.15 * \text{D2}) + (0.15 * \text{D3})$$

Where:

WAD= Weighted Average Discount (percentage)

8. **Linkage Mechanism**

- 8.1. The Proposed Price for the Mono-Block Wheels as specified in Section 6 above 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.

8.2. As from the 2nd anniversary of the Final Submission Date, the Proposed Price for the Manufacture and Supply of Various Types of Mono-Block Wheels shall be linked as follows:

8.2.1. 60% of the Proposed Price shall be linked to the **European Consumer Price Index** (HICP E25 - 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**).

8.2.2. 40% of the Proposed Price shall be linked to the 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.

8.3. The basic index for the both indexes shall be the last known index on the Final Submission Date.

8.4. The price adjustments set forth herein shall be performed once a year only from the second anniversary of the Final Submission Date.

8.5. The Bidder warrants that it shall supply the MSRS at the adjusted price as herein provided until the end of the Agreement Period.

9. Bidder understands that payment by ISR to the Supplier for the Mono-Block Wheels 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. 41803

THE AGREEMENT

Appendix D
Tender No. 41803

Bidders Declaration Form

Confirming compliance with Pre-requisite set forth in Section 1
in Tender No. 41803 For the Manufacture and Supply of
Mono-Block Wheels (“Tender”)

The Bidder has manufactured and supplied from 2015 and up to the final submission date at least fifty thousand (50,000) Solid Mono-Block Wheels (“**Mono-Block Wheels**”).

Name of Customer	Number of Mono-Block Wheels supplied to such customer	The Type of Mono-Block Wheels manufactured and/or supplied	Year the Mono-Block Wheels was supplied and installed at Customer	Contact Person Details
		1. 2. 3.		Mr./Ms: _____ Title: _____ Phone No: _____

Bidder's Name: _____

Address: _____

Telephone: _____

Signature of Bidder: _____

By: _____

Title: _____

Appendix E
Tender No. 41803

Structure, Organization and Works of the Mother/Daughter Company

APPENDIX E

Structure and Organization of the Mother/Daughter Company-

1. **Technical Pre-Qualification Requirement being demonstrated through Affiliate**

Technical Pre-Qualification Requirement being demonstrated through <u>Mother/Daughter Company</u> – section n^o.:	
Technical Pre-Qualification Requirement being demonstrated through <u>Mother/Daughter Company</u> – in words:	

2. **Details of Affiliation**

Name of <u>Mother/Daughter Company</u> (“Affiliate”) [Note: please complete]	
Type of affiliation [Note: please mark only one of the alternatives]	<input type="checkbox"/> Affiliate is Controlled by Participant. <input type="checkbox"/> Participant is Controlled by Affiliate.

3. **Structure and Organization of the Affiliate**

Participant shall provide the following information with respect to Affiliate:

3.1 **General Details**

Name of the Affiliate	
Number and country of registration	
Date of establishment of the Affiliate	
Address	
Telephone number	
Facsimile number	
Registered office address	
E-mail Address	
Website	
General Description of the Affiliate (company's activities)	

3.2 **Affiliate's organizational structure**

3.3 **Affiliate's ownership structure**

Details of affiliation in case of carve-out

In case the affiliation was created during a carve-out procedure, please provide details of the process including, *inter alia*, transfer of assets between participant and affiliate.

- *This Attachment E shall be submitted by a Participant wishing to demonstrate compliance with some or all of the Technical Pre-Qualification Requirements through a mother/daughter company of such Participant, with respect to each such mother/daughter company*

Attorney Confirmation

I the undersigned _____, Adv. (license no. _____) hereby confirm that the Bidder's Proposal has been signed by the Bidder's duly authorized representative(s), that all consents required on the part of the Bidder for such signatures have been obtained, and that the above signature duly binds the Bidder for all intents and purposes.

Signature

Date