



**Israel Railways Ltd.**  
Procurement & Contracting Division

**Tender 41733  
For the Supply of  
Point Condition Monitoring PCM (“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 supply of Point Condition Monitoring Systems (“PCM”), all in accordance with and subject to the terms specified in these General Terms and Conditions and the accompanying Tender Documents.**

**1. Prerequisites for Participation in the Tender (the “Prerequisites”):**

- 1.1. Bidder must be the supplier and installer of the proposed PCM; and
- 1.2. Since 2014 and until the Final Submission Date, the Bidder has supplied and installed PCM in at least Five (5) interlocking rooms with at least thirty (30) point machines to be monitored in total.

**2. Proof of Compliance with the Prerequisites**

Bidder shall prove full compliance with the Prerequisites specified in Section 1 above, by submitting to ISR all the details, documents and confirmations required under the provisions of the Prerequisites which shall include, *inter alia*, the following:

- 2.1. Bidder shall prove full compliance with the Prerequisite specified in Section 1.1 above by submitting a signed statement certifying that it is the supplier and installer of the proposed PCM.
- 2.2. Bidder shall prove full compliance with the Prerequisite 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 Since 2014 and until the Final Submission Date, the Bidder has supplied and installed PCM in at least Five (5) interlocking rooms with at least thirty (30) point machines to be monitored in total.
- 2.3. Notwithstanding the aforesaid in this Section 2, 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 Prerequisites. 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. The Bidder shall undertake 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 18 below.

### 3. Technical Requirements

3.1. The proposed PCM must fully comply with all of the requirements and terms included in the technical specification attached hereto as Appendix A (the "Technical Specification").

### 4. Governing Agreement

4.1. The supply and installation of the PCM, 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 Supplier, shall be governed by the terms and conditions of the agreement attached hereto as Appendix C (the "Agreement"). The Agreement and the appendices attached thereto constitute an inseparable part of this Tender. Each Bidder agrees to be bound by the Agreement in the event that it is chosen as the Supplier. Once the Supplier is chosen and the Agreement executed, the provisions of the Agreement shall take precedence over the provisions of this Tender in the event of a contradiction between the Agreement and this Tender.

### 5. Bid Guarantee

5.1. In order to secure the due, timely and complete performance of each Bidder's obligations under its proposal, including the validity of its proposal, the Bidder shall submit an irrevocable Bank Guarantee, of a first class bank, to the order of ISR (the "Bid Guarantee").

5.2. ISR shall require Bidders which meet the requirements of the Pre-requisite above to submit ISR a bid guarantee within 30 days following the receipt of such written request from ISR (the "Bid Guarantee Request").

5.2.5.3. The bid guarantee must be an irrevocable first class bank guarantee to the order of Israel Railways Ltd., in the amount of **seventy five thousand Euro (75,000 €)**, in Euro currency only, valid at least up to and including March 19, June 1st, 2018.

5.3.5.4. Prior to submitting the Bid Guarantee, Bidders shall be entitled to present to ISR a draft of the Bid Guarantee, for early approval.

5.4.5.5. In any event that a Bidder is requested to extend the Proposal Validity Period (as defined in Section 19 herein), the Bidder may be required to extend the term of the Bid Guarantee for the same duration of the extension of the Proposal Validity Period. ISR shall have the right, at its sole discretion, to disqualify a proposal submitted by a Bidder who fails to extend the term of the Bid Guarantee as required herein.

5.5.5.6. ISR shall be entitled, at its sole and absolute discretion, to exercise the Bid Guarantee or any part thereof, after the Bidder was given the opportunity to present its arguments, in case, *inter alia*, one of the following occurs: (1)

מעוצב: גופן עבור עברית ושפות אחרות: 10 נק'

מעוצב: פיסקת רשימה, שמאל, ללא תבליטים או מספור, עצירות טאב: לא ב 2 ס"מ + 61.2 ס"מ + 3 ס"מ

מעוצב: לא סמן

during the Tender procedure, the Bidder acted in a misleading manner or with lack of good faith; (2) the Bidder provided misleading information or omitted material information; (3) the Bidder retracted its proposal in the Tender after the Final Submission Date; (4) after being selected as the Winning Bidder in the Tender, the Bidder did not follow the instructions of the Tender, which are a condition for ISR's engagement of the Winning Bidder. The Bid Guarantee shall also serve as agreed compensation without proof of damage as defined in Section 15 of the Contracts (Remedies for Breach of Contract) Law, 1970.

~~5.6.5.7.~~ Commencing from the Effective Date as defined in the Agreement, the Bid Guarantee furnished by the Winning Bidder for the purposes of the Tender shall secure the performance of all of the Winning Bidder's obligations under the Agreement, until replacement thereof by the Performance and Warranty Guarantee, as defined in the Agreement. Upon the receipt of the notification of being selected as the Winning Bidder, the Winning Bidder shall extend the validity of the Bid Guarantee submitted by it to ensure the continuing effect of the Bid Guarantee, until replacement thereof by the Performance and Warranty Guarantee, as defined in the Agreement.

#### 6. **Order Procedure**

6.1. The terms and conditions of the order procedure shall be as specified in the Agreement.

#### 7. **Delivery Terms**

7.1. The terms of supply and delivery of the PCM shall be "DAP" "Delivery at Place" (as that term is defined in Incoterms 2010, International Rules for the Interpretation of Trade, ICC Publication No. 715) at Kishon Workshop in Haifa Bay (the "Site"), in accordance with the terms and the conditions specified in the Agreement.

#### 8. **Time of Delivery**

8.1. The time of delivery for the supply of the PCM shall be as specified in the Agreement.

#### 9. **Spare Parts and Maintenance Tools**

9.1. Without derogating from its warranty obligations as detailed herein and in the Agreement, the Bidder shall undertake in its proposal that in the event of being elected as the winning bidder, it will undertake that during the Agreement Period and thereafter until ~~twenty-five~~ (2015) years from the end of the Warranty Period, it will supply ISR with all spare parts and tools necessary to maintain and repair the PCM (the "Spare Parts"). Following such twenty (20) years period, if a spare part is no longer available on the market the Supplier will offer ISR an adequate substitute at a comparable price.

- 9.2. The Bidder shall include, as part of its proposal, a list of all necessary and recommended Spare Parts, in the form attached hereto as **Appendix E** (the "**Spare Parts List**"). The Spare Parts List shall be in English and shall quote the delivery time, description, original manufacturer's name and part number of original manufacturer.

#### 10. **Full Warranty and Maintenance**

- 10.1. The Supplier shall provide Full Warranty and Maintenance Services with regard to the PCM, including the Pilot, in accordance with the provisions set forth in the Agreement.
- 10.2. The PCM, including the Pilot, shall be fully warranted, including spare parts, by the Supplier for a period of two (2) years commencing on the day that an Acceptance Certificate (as defined in the Agreement) was issued in respect of each applicable System (the "**Warranty Period**").
- 10.3. The cost of the Warranty and Maintenance Services, including the costs of spare parts needed for such repair or replacement ("**WSP**"), labor, required equipment and any other cost related thereto, shall be borne and paid solely by the Supplier, and be considered as part of the Proposed Price for the PCM.

#### 11. **Price Proposal**

- 11.1. The Bidder shall provide the proposed price for the supply, and installation of the PCM, including the Pilot (the "**Proposed Price for the PCM**") in the Bidder's Proposal Form attached hereto as **Appendix B** in accordance with the following instructions:  
The Proposed Price for the PCM, including the Pilot, shall be quoted in the Bidder's Proposal Form in Euro (€) or US Dollar (\$) currency, and shall be inclusive of all taxes, fees, duties, licenses, costs or other payments that are to be paid in connection with the exportation, supply, delivery and installation of the PCM, 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 קנייה"), 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 PCM at port, supervision while discharging at port, discharging terms at port, etc. For the sake of clarity, the Proposed Price for the PCM 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.
- 11.2. The Proposed Price for the PCM shall be fixed and shall not be linked to any price increase mechanism. The Proposed Price for the PCM shall be the final, complete and inclusive price that will be paid to Supplier for the supply, delivery and installation of the PCM, including the Pilot, including all of the related services, warranty, Warranty Services and equipment, cost, fees duties and taxes as specified in the Agreement. Supplier shall not be entitled to any other payment, fee or compensation whatsoever from ISR.

11.3. For the purpose of evaluating the proposals, the Commercial Proposals shall be converted to New Israeli Shekel (NIS). The exchange rate for converting the Commercial Proposals into NIS shall be an average of the last five (5) representative exchange rates, as published by the "Bank of Israel" prior to last date for submission of proposals.

11.4. Each Bidder shall solely bear all costs associated with the preparation and submission of its Bid. This shall include, without limitation, any and all expenses and losses, which may be incurred by Bidder, consultations with professionals, conducting investigations and inquiries of any kind, preparation of surveys and documents and the authentication and translation thereof and any other aspect in connection with the Bid. ISR will in no case be responsible or liable for any of the above costs, nor shall it be required, under any circumstances, to reimburse any such costs to any Bidder.

## 12. **Terms of Payment**

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

## 13. **Evaluation process and selection of Winning Proposal**

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

### 13.1.1. **Stage A - Preliminary Evaluation -**

13.1.1.1. Stage A1 – Pre-Requisites: Bidders will be evaluated in accordance with Section 1 above.

~~13.1.1.1.~~13.1.1.2. Stage A2 - Bid Guarantee: Bidders who satisfy Stage A1 above shall be required to submit a Bid Guarantee, as specified in section 5 above

~~13.1.1.2.~~13.1.1.3. Stage A2-A3 - Technical Evaluation - Technical Proposals shall be evaluated in accordance with the Technical Specifications.

### 13.1.2. **Stage B- Commercial Evaluation**

13.1.2.1. ISR shall open commercial proposals of all the Bidders who satisfy Stage A above.

13.2. 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 all of the other requirements of the Tender and has the lowest total evaluated price ("**TEP**") as calculated in Section 11 of the Bidder's Proposal Form attached hereto as **Appendix B** below.

13.3. 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.

## 14. **Tender Procedure – General**

14.1. **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>

## 16 **Submission of Proposals**

16.1 All proposals must be submitted no later than ~~September 19~~**January 1st, 2017-2018 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. 41733 (hereinafter: the "**Main Envelope**") at the address set forth below.

16.2 The proposal shall be submitted by a single bidder. A bidder which submits more than one proposal shall be disqualified.

16.3 The proposal is to be submitted **in 3 copies** into ~~Tender Box No. 8~~**the tender box**, located at the following address:

Israel Railways Ltd.  
~~Contracting & Procurement Division~~**Management Building – Tender Box #8**  
~~Tel Aviv Train Station – Savidor (Arlozorov)~~**Drachei Moshe 3**  
~~Tel Aviv~~**Lod**, Israel

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

16.5 A separate envelope which shall read "**Commercial Proposal - Tender No. 41733**" shall be inserted in the Main Envelope and shall include the following:

16.5.1 A signed and completed Bidder's Proposal Form (**Appendix B**).

16.6 A separate envelope which shall read "**Prerequisites - Tender No. 41733**" shall be inserted in the Main Envelope and shall include the following:

16.6.1 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).

~~16.6.2 A bank guarantee as specified in the Prerequisite set forth in Section 4.1 above.~~

~~16.6.3~~**16.6.2** A signed statement certifying that the Bidder is the supplier of the proposed PCM.

~~16.6.4~~16.6.3 A signed and completed Experience and Reference List, in the form attached hereto as **Appendix D**, evidencing that since 2014 and until the Final Submission Date, the Bidder has supplied and installed PCM in at least Five (5) interlocking rooms with at least thirty (30) point machines to be monitored in total.

16.7 A separate envelope which shall read “**Technical Proposal - Tender 41733**” shall be inserted in the Main Envelope and shall include the following technical information:

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

16.7.2 A signed statement certifying that the proposed PCM do not affect the safety of the signaling system.

16.7.3 Company profile of the Bidder and its expertise; relevant information and data regarding the PCM.

16.7.4 Three (3) sets of operation and maintenance instructions in English or in Hebrew (in PDF format).

16.7.5 Any and all drawings, documentation, information and certifications required pursuant to the Technical Specifications.

16.7.6 All information shall be submitted also in a soft copy (PDF file format).

## 17 **Appendices**

The following appendices are attached hereto:

**Appendix A** - Technical Specifications.

**Appendix B** - Bidder's Proposal Form.

**Appendix C** - A copy of the Agreement.

**Appendix D** - Experience and Reference List.

**Appendix E** – Spare Parts List and Prices.

## 18 **Proposal Validity**

All submitted proposals must be valid for at least 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 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 a new winning bidder, being the Bidder which proposed the next lowest price. The terms set forth in this Section shall apply, *mutatis mutandis*, following the replacement of the Bidder's proposal as aforesaid.

## 19 **Verification**

19.1 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 components of the PCM 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 Prerequisites, the Technical Proposal, and/or Bidder's Proposal.

## 20 **Negotiations**

20.1 ISR reserves the right, at its sole discretion, to conduct negotiations with any Bidder which it may find suitable, with respect to their commercial and/or technical proposal, or not to conduct negotiations at all.

20.2 Without derogating from the above, in the event that all Bids received are less favorable to ISR than the ISR estimation for this Tender, ISR shall have the right, to instruct all Bidders which their Commercial Proposals were evaluated, to submit an additional, improved Commercial Proposal and/or to cancel the Tender. The Bidders hereby waive all claims against ISR in the event that ISR decides to act in such manner.

## 21 **Language of Bids**

21.1 All documents submitted by the Bidder in relation to 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 only, unless otherwise specifically stated in these Tender Documents or approved in advance by ISR.

## 22 **Confidentiality and Proprietary Rights**

22.1 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/or 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 shall not apply to documents and/or information published by ISR on its website.

22.2 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.

22.3 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 their use by ISR allowed by third parties.

### 23 **General**

23.1 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.

23.2 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 PCM or to enter into a contractual relationship with any of the Bidders.

23.3 ISR shall issue Purchase Orders under the Agreement following the receipt and subject to the receipt of the necessary budgetary approvals.

23.4 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.

23.5 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.

23.6 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:

23.6.1 If only one of the bids is found suitable, according to the Prerequisites and/or other specification requirements according to these Tender Documents;

23.6.2 If ISR concludes that there was a flaw in the Tender process and/or in the evaluation of the bids;

23.6.3 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;

23.6.4 If the circumstances and/or ISR's requirements have been significantly changed, to such extent which requires the cancellation of the Tender;

24 **Request for clarifications and/or additional information**

24.1 Any Bidder may submit to ISR, in writing, inquiries and/or requests for clarification and/or additional information regarding the Tender and/or the Tender Documents, as specified below (a "**Request for Clarification**").

24.2 A Request for Clarification shall be titled "Request for Clarification" and, if applicable, shall clearly specify to which Tender Documents (volume, attachment, section) it refers.

24.3 Bidders shall submit Requests for Clarification with respect to any errors, ambiguities, inconsistencies, omissions, erroneous, unclear or imperfect provisions (the "**Errors**") in the Tender Documents. It is clarified that by submitting its Bid, Bidder irrevocably and unconditionally waives any claim, demand or legal or administrative proceeding alleging or claiming that the selection process in the Tender has been influenced or biased by an Error and/or that Bidder has suffered any damages as a result of such Error.

24.4 Any Request for Clarification should be addressed **in writing only** to Mrs. Chen Gevirtz, International Procurement Coordinator, no later than **August 16, 2017**, by e-mail: cheng@rail.co.il. Bidders shall be responsible for verifying receipt by ISR of Requests for Clarification.

25 **Notices to Bidders**

25.1 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**").

25.2 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.

25.3 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, including any response or information conveyed during any meeting held with the Bidders (if held).

26 **Amendment of Tender Documents**

26.1 At any time prior to the Final 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).

**27 Notification of the Winning Bidder**

27.1 ISR shall send notification of its decision to the Bidder selected as the winner in the Tender. Notifications 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.

**28 Meetings, Conferences or Discussions**

28.1 ISR, at its sole discretion, may arrange clarification meetings, site visits, conferences or discussions, and instruct Bidders that participation is compulsory on all Bidders wishing to submit a Bid.

**Appendix A**  
**Tender No. 41733**

**TECHNICAL SPECIFICATIONS**

## **Appendix B**

**Bidder's Proposal Form - Tender No. 41733**

### **For the Supply of Point Condition Monitoring PCM**

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

Israel Railways Ltd.  
Procurement & Contracting Division  
Tel Aviv Central Train Station (Savidor)  
Tel Aviv, Israel

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

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

\_\_\_\_\_

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

Facsimile: \_\_\_\_\_

Re: Proposal for the Supply of Point Condition Monitoring PCM

1. Bidder declares that it has read, fully understands, and agrees to the terms and conditions included in the Tender documents of Tender No. 41733, 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 supply, delivery and installation of the Point Condition Monitoring PCM ("**PCM**").
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 PCM, shall be denominated in Euros (€) or in US Dollars (\$). For comparison and evaluation of the bids, all proposals shall be converted to NIS in accordance with the average exchange rate of the five (5) business days, prior to the final submission date.
4. Bidder hereby acknowledges and declares that sums stated herein (Appendix B) shall be the final, complete and inclusive price that will be paid to the Supplier for the supply, delivery and installation of the PCM and the accompanying services to be provided by it as specified in the Agreement, including all warranty and spare parts

obligations. The Supplier shall not be entitled to any other payment, fee or compensation whatsoever from ISR.

5. Bidder hereby acknowledges and declares that the Proposed Price for the PCM 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 PCM, 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 גיטול" ), 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 PCM 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 country and manufacturing site where the PCM will be manufactured is \_\_\_\_\_.
7. The Proposed Price for the PCM shall include two (2) years of Full Warranty and Maintenance Services, Including spare parts, as specified in the Agreement.
8. The Proposed Price for the Pilot Stage shall include one full point condition monitoring system that shall be attached to Five (5) interlocking rooms with ~~thirty~~ ten (~~30~~10) point machines to be monitored in total:

**The Proposed Price for the Pilot stage (DAP at site) ("PSP")**

A sum of \_\_\_\_\_ € / \$ (delete the unnecessary)

(in words) \_\_\_\_\_

\_\_\_\_\_  
EURO / US Dollar (delete the unnecessary)

9. The Proposed Price for the Initial Purchase Order A shall include Seven (7) interlocking rooms with seventy (70) point machines to be monitored in total:

**The Proposed Price for the Initial Purchase Order A (DAP at site) ("IPOA")**

A sum of \_\_\_\_\_ € / \$ (delete the unnecessary)

(in words) \_\_\_\_\_

\_\_\_\_\_  
EURO / US Dollar (delete the unnecessary)

10. The Proposed Price for the future purchase orders for a quantity of thirty (30) interlocking rooms with various number of point machines to be monitored in total. It is hereby clarified that the quantity specified above is for evaluation purposes only:

<b>Number of Point Machines per one (1) interlocking room</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	<b>6</b>	<b>10</b>	<b>12</b>	<b>16</b>
<b>Proposed Price</b>				

11. The Bidder's total evaluated price ("TEP") shall be calculated in accordance with the following formula-

$$\text{TEP} = \text{PSP} + \text{IPOA} + 0.7(30 * \frac{[0.8A + 0.6B + 0.4C + 0.2D]}{4})$$

12. **Linkage Mechanism**

12.1. The Proposed Price of the PCM shall be fixed and shall not be linked to any price increase mechanism.

13. Bidder understands that payment by ISR to the Supplier for the PCM shall be made by way of bank transfer in the mode and terms set forth in the Agreement.

14. 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. 41733**

**THE AGREEMENT**

**Appendix D**  
**Tender No. 41733**

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

**Experience and Reference List of the Bidder**

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

Since 2014 and until the Final Submission Date, the Bidder has supplied and installed PCM in at least Five (5) interlocking rooms with at least thirty (30) point machines to be monitored in total.

Name of company to which the PCM were supplied	Date the PCM were Supplied	Quantity of PCM supplied	Contact person	Telephone and Facsimile no. of contact person

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

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

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

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