



Tender for the supply of - Fork Lift Trucks for Empty Containers (ECH-FLT) (the "Tender")
Tender No. ASH-1021-7.2013

1. Pursuant to the Government Procurement Agreement (GPA), the Mandatory Tenders Law, 1992 and the Mandatory Tenders Regulations, Ashdod Port Company Ltd. ("APC") hereby invites proposals ("Proposals") from manufacturers (the "Proposer(s)") for the supply of:

Two (2) Fork Lift Trucks **for Empty Containers** (ECH-FLT) (each, an " ECH-FLT " and collectively, " ECH-FLTs "), plus training, warranty, spare parts and services.

APC may recognize Proposals submitted by non-manufacturers, affiliated to the manufacturer of the equipment subject to the provisions included in section 3 herein below.

APC shall have the option, at its sole discretion, for a period of three (3) years from the date of APC's execution of the agreement with the selected Proposer, to purchase up to additional six (6) ECH-FLTs at the same terms of the two (2) ECH-FLTs previously purchased.

2. Notwithstanding the above, the price of the ECH-FLTs underlying the option purchased by APC as of the second year of the agreement may be increased by up to two (2) percent, per each year, all subject to negotiations conducted with APC.

3. **Pre-requisites**

Proposers who maintain all conditions as follows will be entitled to participate in this Tender:

- 3.1. Manufacture of at least forty (40) FLT of at least 7 to 32 ton lifting capacity, per year, during the last three (3) years (2010-2012); and
- 3.2. Manufacture of at least thirty (30) ECH-FLTs for empty containers (20' — 40' with side telescopic spreader) of at least 7 ton lifting capacity and at least 5 containers (9'6") stacking height , per year, during the last three (3) years (2010-2012); and
- 3.3. Certified according to ISO 9001:2000 or ISO 9001:2008 quality standards or corresponding quality standards approved by APC; and
- 3.4. Compliance with all mandatory items specified in Attachment A, Section B;

Regarding compliance with preconditions of sections 3.1 -3.2, APC may recognize, at the APC Tender Committee's sole discretion, such conditions as fulfilled by Affiliated Companies of the Proposer and/or by companies that have been sold to and/or merged into the Proposer, insofar as this took place before issue of this Tender, as being fulfilled by the Proposer itself. "Affiliated Company" means a company wholly owned by the Proposer, or the Proposer's parent company, or other affiliated companies of the Proposer which are to be approved by APC Tender Committee at its sole discretion and subject to any conditions which the APC Tender Committee shall decide to apply.

4. Proposals should be submitted not later than Thursday, October 3, 2013 at 14:00 IL Time. Proposals should be submitted to the Tender Box, at the chamber of the head of Equipment Procurement Department, Equipment Department Building, 1st floor, Port of Ashdod.

5. APC is not obligated to accept the most inexpensive proposal or any other proposal. APC reserves the right to reject any or all Proposals and to re-advertise or to cancel the invitation for Proposals process.
6. APC shall be entitled to test and trial the first ECH-FLT delivered to it by the selected Proposer for a period of up to three (3) months.
7. APC reserves the right to negotiate with selected Proposers.
8. APC reserves the right to purchase the FLTs from one or more Proposers.
9. **Review of tender documents**
Proposers who wish to participate in the tender will be able to review and receive the tender documents as follows:
 - 9.1. View in the web site: WWW.ashdodport.co.il ("APC web site")
 - 9.2. At the chamber of the head of Procurement Department, Equipment Department Building, 1st floor, Port of Ashdod, Israel, .
From Sunday till Thursday, as of Tuesday, 20.08.2013 from 8:30 until 16:00.
10. Each clarification and / or an amendment and / or an update published in respect to the Tender shall be attached as an inseparable part of the Tender documents.

It is emphasized that, each proposer is obligated to follow any amendment and / or the clarification and / or an update published by APC with respect to the Tender, at APC web site.

In addition, proposer who wishes to receive, directly, any amendment and / or clarification and / or an update as aforesaid, shall fill up the attached form (at APC Web site) and send it to Fax +972-(0)8-8590006 or email: arielav@ashdodport.co.il



Date: 30 July 2013
Our ref: ASH-1021-7.2013

Tender for the supply of - Fork Lift Trucks (ECH-FLT)
(the "Tender")
Tender No. ASH-1021-7.2013

INVITATION FOR PROPOSALS

1. Invitation for Proposals ("IFP"):

1.1. Pursuant to the Government Procurement Agreement (GPA), the Mandatory Tenders Law, 1992 and the Mandatory Tenders Regulations, 1993, Ashdod Port Company Ltd. (hereinafter referred to as "APC"), hereby invites proposals for the supply of:

Two (2) -Fork Lift Trucks for ISO Empty Containers (each, an " ECH-FLT ", and collectively, " ECH-FLTs") training and warranty, services, spare parts and an option (the "Option") for a period of three (3) years from the date of APC's execution of the Agreement (defined below) for the supply of up to additional six (6) ECH-FLTs training and warranty, services, spare parts for these additional six (6) ECH-FLTs.

1.2. In connection with the aforesaid, APC will receive sealed competitive proposals ("Proposal(s)") from manufacturers of FLT's (each manufacturer shall be referred to as the "Proposer" and collectively as the "Proposers"), based upon the terms, covenants and provisions of the Proposal Documents as detailed hereinafter.

APC may recognize Proposals submitted by non manufacturers, affiliated to the manufacturer of the equipment, subject to the provisions included in section 1.7.

1.3. The "Proposal Documents" are:

- (a) This IFP.
- (b) The enclosed Technical Specifications for the ECH-FLTs (Attachment A) which includes the following documents:
 - i. Section A - Technical Specifications.
 - ii. Section B - Data Sheets.
 - iii. Section C – General Requirements.
- (c) The enclosed Financial Proposal Form (Price Breakdown) (Attachment B & B1).
- (d) The enclosed Proposer's Reply Form (Attachment C).
- (e) The enclosed Agreement for the Supply of ECH-FLTs and Services (Attachment D) (the "Agreement").

- (f) The enclosed detailed list of the Quality and Technical evaluation values (Attachment E).
- 1.4. It is hereby clarified that APC does not in any way whatsoever commit to purchase any ECH-FLT or any number of ECH-FLTs and, for the avoidance of doubt, does not commit that it will exercise the Option. APC shall be entitled to purchase the ECH-FLTs underlying the Option on same terms and conditions, including prices, lead times for delivery, shipment, costs, risk, title, warranties, etc. except for the prices of the ECH-FLTs purchased by APC as of the second year of the Agreement (if any) which may be increased by up to two (2) percent, per each year, all subject to negotiations conducted in good faith with APC. .
 - 1.5. The price for the ECH-FLTs includes, *inter alia*, the ECH-FLT's delivery, acceptance, warranty and training in Israel in accordance with the terms of the Proposal Documents. In addition, the Proposers will commit to supply spare parts and optional training in accordance with the terms of the Proposal Documents. It is hereby clarified that APC does not commit to purchase spare parts, training and any other related services from the selected Proposer. The prices of the spare parts specified in Proposer's Proposal shall be valid and binding until the lapse of at least one (1) year from the date of signature of the Agreement. Supplier shall be entitled to increase the spare parts' prices as of the second year of the Agreement by up to two (2) percent, per each subsequent year, all subject to negotiations conducted in good faith with APC.
 - 1.6. The tendering process shall be governed solely by the provisions contained in the Proposal Documents.
 - 1.7. Pre-requisites
Proposers who maintain all conditions as follows will be entitled to participate in this Tender:
 - 1.7.1. Manufacture of at least forty (40) FLTs of at least 7 to 32 ton lifting capacity, per year, during the last three (3) years (2010-2012); and
 - 1.7.2. Manufacture of at least thirty (30) FLTs for empty ISO containers 20' — 40' with side telescopic spreader of at least 7 ton lifting capacity and at least 5 containers (9'6") stacking height , per year, during the last three (3) years (2010-2012); and
 - 1.7.3. Certified according to ISO 9001:2000 or ISO 9001:2008 quality standards or corresponding quality standards approved by APC; and
 - 1.7.4. Compliance with all mandatory items specified in Attachment A, Section B;

Regarding compliance with the aforementioned preconditions of sections 1.7.1 - 1.7.2, APC may recognize, at APC Tender Committee's sole discretion, such conditions as fulfilled by Affiliated Companies of the Proposer and/or by companies that have been sold to and/or merged into the Proposer, insofar as this took place before issue of this Tender, as being fulfilled by the Proposer itself. "Affiliated Company" means a company wholly owned by the Proposer, or the Proposer's parent company, or other affiliated companies of the Proposer which are to be approved by APC Tender Committee at its sole discretion and

subject to any conditions which the APC Tender Committee shall decide to apply.

1.8. All the Proposals shall be submitted as set forth in Section 2 below, in English or Hebrew, in 2 copies.

1.9. APC reserves the right to reject any or all Proposals, to re-advertise this IFP (as may be amended) or to cancel the IFP process.

1.10. APC may, in its sole discretion, disqualify any proposal which will be partial or incomplete.

2. Submission of the Proposal

2.1. The Proposal

Sealed Proposals offered by the Proposers as set forth below.

2.2. Submission of the Proposal

2.2.1. Each Proposal shall be submitted in the form required and provided by the Proposal Documents, as following:

2.2.1.1. The Financial Proposal:

the Financial Proposal should be sealed in a separate envelope which should be marked as "Financial Proposal", and include the following: The prices of the ECH-FLT's, the optional features and equipment and the optional training services should be inserted by Proposer in the Financial Proposal Form (Attachment B & B1). The Financial Proposal Form should be initialed on each page and signed by Proposer.

Proposer shall attach to its financial proposal also, manufacturer's published spare parts catalogue price of 2012 (not mandatory).

2.2.1.2. The Technical Proposal

Two copies of the technical Proposal including all the documents and information detailed hereinafter, should be sealed in a separate envelope marked as "Technical Proposal":

- i. This IFP initialed on each page.
- ii. The documents included in Attachment A of this IFP, as follows:
 - a. Section A – Technical Specifications initialed on each page. Proposer must indicate its compliance/non-compliance with each item.
 - b. Section B - Data Sheets – to be completed by Proposer and initialed on each page.
 - c. Section C – General Requirements- to be initialed on each page and signed by the Proposer.
- iii. Attachment C – Proposer's Reply Form – to be completed, initialed on each page and signed by Proposer.
- iv. Attachment D – the Agreement- to be initialed on each page by the Proposer.
- v. Attachment E- list of the Quality and Technical evaluation values - to be initialed on each page.
- vi. Training programs as per Attachment A, Section C, para. 4

- vii. One (1) set of operation, maintenance and shop repair manuals of the proposed ECH-FLT's, spare parts catalogue and other manuals/catalogues as detailed in Attachment A, Section C, para. 3.
- viii. Recommended spare parts list as per Attachment A, Section C, para. 2.
- ix. The proposed ECH-FLT's technical specifications (complete technical performance data) and all documents/certificates according to Attachment A, Section C, para. 6.
- x. In order to provide Proposer's compliance with the pre-requisite included in Section 1.7.1 above – submission of Proposer's CPA or CEO or CFO or ~~or~~ written statement with respect to the quantities of FLT's of at least 7 to 32 ton lifting capacity, manufactured by Proposer, during each of the last three (3) years (2010-2012).
- xi. In order to provide Proposer's compliance with the pre-requisite included in Section 1.7.2 above – submission of Proposer's CPA or CEO or CFO or comptroller's written statement with respect to the quantities of ECH-FLT's for empty containers 20' — 40' with side telescopic spreader of at least 7 ton lifting capacity and at least 5 containers (9'6") stacking height , manufactured by Proposer, during each of the last three (3) years (2010-2012).
- xii. Proposer's written statement with respect to the quantities of ECH-FLT's for empty containers of at least 7 ton lifting capacity and at least 5 containers (9'6") stacking height (with 20' — 40' side telescopic spreader) manufactured by Proposer during the last 5 (five) years (2008-2012) as per Section 3.2.2.1 (fifth bullet) below.
- xiii. In order to provide compliance with the pre-requisite included in Section 1.7.3 above - submission of an ISO 9001:2000 or ISO 9001:2008 certificate or a corresponding quality standards certificate.
APC at its sole discretion may disqualify a Proposal, if to APC's determination the certificate issued is not satisfying in terms of the required standards or regulations or if the examination institute is not acceptable to APC. APC reserves the right to request submission of additional documentation and details from Proposers. Proposers, by submitting Proposals hereunder irrevocably waive any claim of any kind against APC in connection with APC's decision with respect to Proposer's compliance or non compliance with the pre-requisite included in Section 1.7.3 above.
- xiv. The proposed ECH-FLT's form of warranty certificate.
- xv. Noise level certificate of the proposed ECH-FLT's complied with the Technical Specifications, Attachment A.
- xvi. The proposed timetable for delivery of the ECH-FLT's, in weeks, as of acceptance of a purchase order for the ECH-FLT(s), in accordance with and subject to the terms of the Agreement.

- xvii. Details of Proposer's maintenance service company/station in Israel or an undertaking to establish a service company/station upon winning the Tender and not later than the delivery of the first ECH-FLT, all in compliance with Attachment A, Section C, para. 8 and the terms of the Agreement. The service company/station is subject to APC's approval.
- xviii. Confirmation of Proposer's signatory rights in connection with this IFP, approved by Proposer's legal counsel or Proposer's qualified accountant (CPA or equivalent according to local laws (CIMA etc.)).
- xix. Any Addenda to the Tender Documents issued by APC – initialed on each page by the Proposer.
- xx. The following certifications required in order to receive preference in accordance with and subject to Section 2B to the Mandatory Tenders Law, 1992 (business controlled by a woman):-
 - (a) CPA's certification as required according to Section 2B to the Mandatory Tenders Law, 1992; and
 - (b) Affidavit legally verified by a lawyer as required according to Section 2B to the Mandatory Tenders Law, 1992.

Prices should not appear in any of the documents of the Technical Proposal. In the event any prices appear in any documents included in the Technical Proposal, the Proposal may be disqualified.

- 2.2.1.3 Both sealed envelopes should be marked "Tender No. ASH-1021-7.2013 Financial/Technical", as applicable, and should be submitted to APC in one envelope bearing the Tender number according to the provisions in this IFP.
- 2.2.2 Each and every Proposal shall be valid for six (6) months from the last date set for the submission of the Proposals herein below. The foregoing notwithstanding, it is clarified that the Proposal is forward looking and details the undertakings of the Proposers with respect to the entire term of the Agreement, and thus, the terms of the Proposal (including with respect to prices, schedules, warranties, performance guarantees, etc.) shall be valid throughout the term of the Agreement, subject to and in accordance with its terms.
- 2.2.3 All information requested shall be provided in English and/or Hebrew languages.
- 2.2.4 Proposals should be submitted during the usual working hours (08:00 to 16:00 IL time), to:

Ashdod Port Company Ltd.
Tender Box, Chamber of the head of Equipment Procurement Department
Equipment Department Building, 1st floor.
ASHDOD PORT
ASHDOD, 77191, Israel

Proposals should be submitted not later than, Thursday, October 3, 2013 at 14:00 IL Time.

- 2.2.5 One copy of the Technical Proposal will be labeled "Copy-Commercial Secrets". In that copy the Proposer shall mark which parts contain, in the Proposer's opinion, commercial secrets of the Proposer.
- 2.2.6 Inspection by the Proposers, which were not selected under this Tender, of the selected Proposal after notification of Tender's results by the Tender Committee may be made according to the Israeli Tender Regulations. Notwithstanding Section 2.2.5 above, APC shall have sole discretion and make its own judgment with regard to the nature and extent of the "Commercial Secrets" contained in any of the Proposals' documentation, shall not be limited in disclosing such information to other Proposers in accordance with applicable law, and the Proposers, by submitting Proposals hereunder irrevocably waive any claim of any kind against APC in connection with such disclosure.
- 2.2.7 Proposer shall be entitled to review the chosen Proposal, provided that, it has applied in writing to the Secretary of the Tender Committee following the award and paid APC an amount of 250 New Israeli Shekels including V.A.T, all subject to the provisions of the Israeli Tender Regulations.

3. Tender Evaluation Procedure

3.1. Preliminary Evaluation

APC will examine whether the Proposer(s) answers to all pre-conditions in order to determine whether the Proposer(s) is qualified to participate in the Tender.

3.2. Evaluation of Proposals

- 3.2.1. Proposals which were qualified to participate in this Tender according to section 3.1 above will be evaluated by APC in two stages, as follows:
 - (a) Quality and technical evaluation - 50%.
 - (b) Price - 50%.

3.2.2. Stage A - Quality and Technical Evaluation

3.2.2.1. At this stage APC will evaluate the Technical Proposals, *i.e.*, the documents submitted by the Proposers as required in Section 2.2.1.2 above. The Quality and Technical evaluation will be made according to the following values:

- ☐ 35% - Compliance with the Technical Specifications.
- ☐ 35% - Compliance with the operational and functional requirements of the Technical Specifications.
- ☐ 10% - Previous experience of operations department of APC regarding the operation of FLT's and ECH-FLT formerly supplied to APC by the proposer. This parameter will be evaluated according to the following values:
 - Proposer without previous experience: 50%
 - Proposer with negative previous experience: 0-49%
 - Proposer with positive previous experience: 51%-100%
- ☐ 5% - Previous experience of APC with Service Facility as defined in Attachment A, Section C.
- ☐ 10% - Previous experience of APC with the performance of prior engagements with the Proposers (including with the Service Facility). This parameter will be evaluated according to the following values:
 - Proposer without previous experience: 50%
 - Proposer with negative previous experience: 0-49%
 - Proposer with positive previous experience: 51%-100%
- ☐ 5% - Number of ECH-FLT's, of at least 7 ton lifting capacity and at least 5 containers (9'6") stacking height (with 20' - 40' side telescopic spreader) manufactured by the Proposer during the last 5 (five) years (2008-2012). (Please note, 1,000 ECH-FLT's manufactured shall receive 100% of this parameter and less FLT's will be graded respectively).

Regarding the aforementioned value, APC may recognize, at APC Tender Committee's sole discretion, FLT's manufactured by Affiliated Companies of the Proposer and/or by companies that have been sold to and/or merged into the Proposer, insofar as this took place before issue of this Tender, as being manufactured by the Proposer itself.

A detailed list of the Quality and Technical evaluation values is attached hereto as Attachment E.

A Proposer who's Quality and Technical Proposal did not receive at least 75% of the Quality and Technical Evaluation (Stage A), will be disqualified and its Financial Proposal will not be considered and will be returned to it unopened.

Further, at this stage, APC will examine the Proposals to determine whether they are complete and whether the documents have been properly signed. Any Proposals found to be non responsive or partial or non complete may be rejected by APC.

APC reserves the right to request a Proposer to submit any documents or data that was not submitted with the Proposal and related thereto, within a given time.

Notwithstanding anything herein to the contrary, it is hereby clarified that as per the decision of APC's Tender Committee, APC shall be entitled to review the Financial Proposals of Proposers Who were disqualified, at any stage of the Tender, or drawn Proposals, prior to their return, for the sake of financial effectiveness.

3.2.3. Stage B – Financial Evaluation:

At this stage, APC will evaluate the Financial Proposals of the Proposers who successfully passed stage "A". The financial evaluation will be divided as follows:

- 70% - Total price for two (2) ECH-FLTs as per section 1.1 to the Financial form (Attachment B), delivered to APC in accordance with the terms of the Agreement *.
- 30% - Total price of Spare Parts (FCA (nearest port and/or airport to Supplier facilities) Incoterms® 2010) as shall be indicated by Proposer in Attachment B1.

The lowest priced proposal will receive the maximum score and all other proposals will be graded respectively.

- 3.2.4. *Please note, APC shall be entitled to inform Proposers, prior to the financial evaluation whether the prices of any of the optional auxiliary features and equipment and/or optional training services provided in the Financial Proposal Form (Attachment B & B1) shall be taken into consideration in calculating the above ECH-FLT total price.

In addition, in evaluating the prices of the ECH-FLTs, APC will take into account the fact that certain import duties will be imposed on the ECH-FLTs of certain Proposers, while the ECH-FLTs from other Proposers may be exempt from such duties due to tax treaties which Israel and some countries are parties to, such that

the effect of such additional duties will be added in calculating the price of such ECH-FLTs which are subject to such import duties.

3.2.5. Final Evaluation Grade

The final evaluation score of each Proposal shall be calculated as follows:

Proposal's Quality and Technical evaluation (as per Section 3.2.2) X 50%

+

Proposal's Financial evaluation (as per Section 3.2.3) X 50%.

The Proposer who shall be awarded with the Agreement shall be the Proposer whose final evaluation score calculated as detailed above will be the highest, all subject to Section 1.9 above and Sections 10.2 and 10.3 below. Notwithstanding the above, and with accordance to section 10.3 herein, APC may, at its sole discretion, declare the two proposals which received the highest final evaluation score, as the winning proposal in this Tender, and award the Agreements to both Proposers..

3.2.6. A Proposer who has submitted all documentation as required in Section 2.2.1.2 (xx) above within its Technical Proposal, shall receive preference in accordance with and subject to Section 2B to the Mandatory Tenders Law, 1992 (business controlled by a woman).

4. Terms of Payment and Delivery

- 4.1. All prices in the Proposals shall be in Euros. The prices will not be subject to any change, *inter alia*, due to fluctuation of any sort.
- 4.2. For any purchase of training services payment will be made within thirty (30) days as of the end of the month during which the services were rendered.
- 4.3. For any purchase of ECH-FLTs payment will be made as follows:

(i) A sum constituting thirty percent (30%) of the price of an ECH-FLT, shall be paid by APC as a down payment by way of wire transfer to the selected Proposer's bank account, and against a valid invoice, not later than thirty (30) days following the issuance by the selected Proposer of a Payment Guarantee (as defined in the Agreement), with respect of each ECH-FLT, in favor of APC, which shall remain in full force and effect until a Certificate of Acceptance has been issued with respect of the applicable ECH-FLT, all in accordance with the terms of the Agreement, and (ii) a sum constituting the remainder seventy percent (70%) of the price of each ECH-FLT, shall be paid by APC to the selected Proposer by wire transfer within thirty (30) days following the issuance by APC of a Certificate of Acceptance with respect to the applicable ECH-FLT, against a valid invoice, subject to provision by the Proposer of a Warranty Bank Guarantee (as defined hereinafter) with respect to the applicable ECH-FLT, all in accordance with the terms of the Agreement.

4.4. Delivery:

4.4.1. Delivery of the ECH-FLTs will be made to Ashdod Port, Israel. The Proposer shall bear all risks and costs of any kind (other than payment of import duties imposed in Israel, if applicable) in connection with the shipment of the ECH-FLTs to the Destination (as defined in the Agreement), including, without limitation, all damages due to the carriage by sea transport and will continue to bear all such risks

and costs in connection with the ECH-FLT until Delivery thereof (as defined in the Agreement) in accordance with the terms of the Agreement. It is clarified that APC shall not be responsible for and shall neither assume any risk nor pay any cost in connection with the ECH-FLT prior to the issuance of a Certificate of Acceptance with respect thereof in accordance with the terms of the Agreement, except with respect to payment of import duties imposed in Israel, to the extent applicable, and payment of the Down Payment, subject to the terms of the Agreement. APC shall carry out the clearance from customs of each deliverable under this Agreement, either by itself or through or by customs agents of APC's choice. Notwithstanding the above, in the event of war, war risks or world energy crisis as a result of which a special shipment impost is imposed on the ECH-FLT's shipment via sea carriage, APC shall reimburse the selected Proposer for such special impost, provided that, the selected Proposer has taken all reasonable necessary steps in order to reduce or avoid such costs and furnish APC with substantiating documents for the above costs incurred to the satisfaction of APC.

- 4.4.2. APC expects that each ECH-FLT will be delivered to APC no later than six (6) months as of acceptance of a purchase order for such ECH-FLT in accordance with the terms of the Agreement.
- 4.4.3. Delivery of spare parts will be made (FCA (nearest port and/or airport to Supplier facilities) Incoterms® 2010)

5. Test and Trial

APC shall be entitled to test *and trial the first* ECH-FLT delivered to it (from each Proposer selected) for a period of up to three (3) months, in accordance with the terms of the Agreement. In the event that during or immediately following the testing period APC will decide to cancel the purchase of the testing unit from the selected Proposer, APC shall so notify it in writing and shall be entitled to return the testing unit to the selected Proposer, at APC's expense and risk, subject to the return to APC of the Down Payment (as such term is defined in the Agreement). In such event, not later than thirty (30) days following receipt by APC of the Down Payment for the testing unit, as aforesaid, APC shall ship the testing unit back to Supplier (by sea transport) and Supplier will extend to APC all reasonable assistance in clearing the testing unit for shipment and passing the testing unit through customs at the port to which testing unit shall be shipped (which, unless agreed otherwise by APC shall be the port from which the selected Proposer initially sent the testing unit to APC). APC shall also reimburse the selected Proposer for the costs of transport of the testing unit to APC (if such shall be substantiated by documentation). In addition, APC shall also pay the selected Proposer fees in the amount of two (2) percent of the ECH-FLT price, per each month or any part thereof, of use of the testing unit during the actual Testing Period (as defined in the Agreement).

6. Responsibility of Proposers

Proposer shall bear all costs associated with the preparation and submission of its Proposal. APC shall in no event be responsible or liable to any costs, regardless of the conduct or outcome of this Tender.

Each Proposer shall carefully examine the Proposal Documents, and become familiar with the required operation, and shall judge for itself all the circumstances and conditions which might affect its Proposal and operations there under. Failure on the part of any Proposer to examine,

inspect and be completely knowledgeable of the terms and conditions of the Proposal Documents, the operational conditions or any other relevant documents or areas, shall not relieve the Proposer from full compliance with its Proposal and the Agreement. All requirements in the Proposal Documents apply to the Proposer as named in the Proposer's Reply Form unless otherwise specifically permitted herein.

7. Rejection of Irregular Proposals

Proposals which contain any alteration, addition (not requested under the Proposal Documents), omission, condition, limitation or show irregularity of any kind, may be rejected by APC. APC reserves the right to reject, disregard or waive any additions, conditions, irregularities, technicalities or informalities in any Proposal, or to reject any or all Proposals.

8. Addenda

Should a prospective Proposer find a discrepancy in, or omission from the Proposal Documents, or should it be in doubt as to their meaning, it shall at once notify in writing, APC official as detailed in section 10.4 below.

Every request for such interpretation or correction shall be in writing, addressed to APC official, and must be received at least ten (10) calendar days prior to the last date scheduled for submission of Proposals in order to be given consideration. All replies thereto shall be in writing and issued in the form of Addenda to the Proposal Documents, and shall be sent by certified mail or facsimile machine to all prospective Proposers of record as of the date of issuance of the Addenda, at the address furnished by each prospective Proposer. APC shall not be responsible for, or bound by any replies, information or instructions not issued pursuant hereto. APC shall have and reserves the right to issue supplemental instructions or modifications to the Proposal Documents, which, if issued, will be in the form of a written Addenda.

9. Warranty Guarantees

The Proposer of the selected Proposal will be required, under the terms of the Agreement to submit bank guarantees in favor of APC, for the duration of the Warranty Period (as defined in the Agreement), in the amount of 10% of each ECH-FLT delivered to APC, in the form attached to the Agreement as Appendix B and as further described in Section 16 to the Agreement. All banking charges regarding the bank guarantees will be borne by the Proposer. All Bank guarantees will be unconditional and drawn on an Israeli bank or on a foreign bank approved by APC.

10. General

10.1. APC reserves the right to request a Proposer to submit any documents or data that was not submitted with the Proposal and related thereto, within a given time.

10.2. APC reserves the right to negotiate with selected Proposers.

10.3. APC reserves the right to purchase the FLTs from one or more Proposers.

10.4. APC is not obligated to choose the Proposal which received the highest calculated financial score, the Proposal which received the highest calculated quality and technical evaluation score or any other Proposal.

10.5. It is hereby clarified that the spare parts listed in Attachment A, Section C, and Attachment B1 are mere expected quantities and APC does not commit to purchase such quantities or any quantity of spare parts. APC may, at its sole discretion, purchase additional spare parts required for the ECH-FLT not listed in Attachment A

10.6. For further information you may contact the following APC official:

Mr. Ariel Avrahami Procurement Coordinator
Fax: 972-8-8590006

11. Governing Law and Jurisdiction

The governing law regarding this Tender will be the Israeli law without regard to its conflict of law provisions. The Tender will be subject to the sole and exclusive jurisdiction of the authorized courts of Tel-Aviv, Israel.

ATTACHMENT A
SECTION A

TECHNICAL SPECIFICATION

FOR

EMPTY CONTAINER HANDLER - FORK LIFT TRUCK (ECH-FLT)

1 INTENDED USE

- 1.1 The ECH-FLT's will be used for port operations at ASHDOD port, ISRAEL.
The ECH-FLT's will be used for handling of 20' and 40' ISO empty containers using an automatic telescopic side spreader in confined areas with limited operating, and narrow maneuvering space .
- 1.2 All mechanical drives, electrical equipment, heat exchangers, air conditioners, expansion joints, etc. shall be sized and designed to operate within temperature range of -10°C through $+45^{\circ}\text{C}$ and relative humidity of 95%.
Design Factors: Ambient temperature 45°C , Relative humidity 20% to 95%.
- 1.3 The ECH-FLT systems, engine, transmission, torque converter, drive axle with the planetary gear must be capable to withstand the severe working conditions existing in the ports.
- 1.4 All systems shall be capable to withstand the changing of traveling direction without bringing the ECH-FLT to a full stop.

2 ATTACHMENTS

The ECH-FLT's shall be provided with the following attachments:

- 2.1 Sidelift Telescopic spreader with a vertical automatic twistlocks for ISO empty containers (see para. 7).
- 2.2 Integral side shifter (see para. 7.7).

3 ECH-FLT STABILITY AND SAFETY

3.1 The ECH-FLT stability, structure and safety shall be according to FEM 4.001, ANSI B56.1, ISO-1074/10525, DIN 15019 DIN 15018, EN 1459, EN 1551 (ISO3691) standards or equivalent.

3.2 Min static longitudinal stability factor (vertical mast): 2.5.

4 PERFORMANCE CHARACTERISTICS

4.1 Nominal ECH-FLT Weight not less than 32,000 kg and not more than 38.500 kg.

4.2 Minimum net capacity under the sidelifter spreader (SWL) shall be not less than 9,000 kg at 1220 mm.

4.3 Container stacking height – at least 4 Container of 9'6" high & at least 5 container of 8'6" high.

4.4 Load center - ≥ 1200 mm
 ≤ 1225 mm.

4.5 SPEED

4.5.1 Top travel with load ≥ 25 km/h

Top without load ≥ 25 km/h

4.5.2 Lift with load ≥ 0.45 m/sec

Lift without load ≥ 0.48 m/sec

4.5.3 Lowering with load ≥ 0.45 m/sec

Lowering without load ≥ 0.45 m/sec

5 LIFTING HEIGHT AND MAST CONSTRUCTION:

5.1 Free view and wider mast construction with two (2) lift cylinders mounted on each side of the mast and behind of the mast shall be provided and to be designed for maximum visibility.

Lift height should enable to stack at least four (4) 9'6" high, five (5) 8'6" 20' - 40' single ISO empty containers and refrigerated containers using a telescopic 20'-40'

side spreader and to be designed for maximum visibility.

Overall mast height, lowered $\leq 9,500$ mm.

5.2 Mast and mast-chains shall be design for extra heavy duty operation.

5.3 Tilt angle:

Maximum manufacturer standard for safe operation according to the lift height.

Maximum back tilt angle will be preferred.

6 OVERALL DIMENSION

The ECH-FLT's will be used for handling of 20' and 40' single ISO containers in confined areas with limited operating, and maneuvering space.

Therefore, compact dimensions, maneuverability and minimum turning radius are required.

7 TELESCOPIC SIDELIFT E.C SPREADER SYSTEM

7.1 Telescopic sidelifit spreader for 20' and 40' single ISO empty containers with vertical twistlock shall be provided. The spreader shall be heavy duty and rugged to sustain the heavy duty rough handling. The spreader shall enable for asymmetric load handling.

7.2 SAFETY FEATURES

The spreader and the control panel shall have all necessary safety features and interlocks to assure safe container operation, as follow:

7.2.1 Safe operation of twist locks (T.L.) to lock or unlock container.

7.2.2 Three indicator lights (red, orange & green) for twist lock position: seated, unlocked, and locked. The Three indicator lights shall be mounted on the spreader and in the cab.

7.2.3 Flag on spreader to indicate twist lock position (unlocked, and locked).

7.2.4 No engagement shall be allowed before all twist locks are seated in the container corner casting.

7.2.5 No disengagement shall be allowed when the container is suspended.

- 7.2.6 No lifting shall be allowed when the twist locks are not fully locked or unlocked (interrupt of lift circuit).
- 7.3 Over lowering interrupt device, to eliminate slacking of mast lift chains, cables & to reduce shocks.
- 7.4 Lift counter on the spreader (counting the number of containers handled) to be offered.
- 7.5 Spreader mounting system:
Side mounting to the mast integrated system.
- 7.6 Locking system:
Vertical twist-lock system (hydraulically operated).
Twist locks operation automatic & manually locking. The manually operation will be done only by maintenances people with a key.
- 7.7 Side shift:
An integral side shift system shall be provided for operational flexibility. The side shift cylinders (2) shall be mounted in a protected location, to protect the cylinders against operation damage.
Min. side shifts ± 600 mm each side.
- 7.8 Spreader- Mechanical side sloping / floating (up /down)
Spreader with free mechanical floating system (about 200 mm up/down) shall be provided.
Side sloping at 20' about to $+2.0 / - 2.0$ degrees and 40' about $+3.0 / - 3.0$ degrees
- 7.9 Mast Over-lowering interrupt
The mast Over-lowering interrupt system shall be reduce shocks on the spreader and eliminate slacking of mast lift chains, header cable and header hoses.

8 DRIVE LINE

8.1 ENGINE:

The engine shall be equipped with a minimum six (6) cylinders, four stroke inline, turbocharged and high torque.

The engine should be with electronic management control system, suitable to the

ECH-FLT according to our specifications. The exhaust emission conforming to EPA Tier 4i or EU stage IIIB.

Diesel engine Cummins, Mercedes, Caterpillar, Volvo or equivalent engines with at least 170 KW (231 hp) should be offered.

Higher power (hp) shall be preferred.

Engine in side (maintenance) software & accessories (including all connection) for laptop and for two PC working stations shall be offered as an option.

NOTE - OPTION

The manufacturer can propose additional engine as an option.

The engine should be suitable to the ECH-FLTs according to our specifications and equivalent at least to the Cummins, Mercedes, Caterpillar or Volvo 170 KW (231 hp).

8.2 Cooling system:

Rated for work in the tropical zone (see para. 1 for ambient temperatures). Water-cooler engine, equipped with a coolant recovery bottle.

High coolant capacity shall be preferred.

8.3 Engine air inlet

Engine air inlet will be provided with a heavy duty cyclonic pre cleaner and double stage multi tubes dry paper filter elements with an air restriction indicator. The dry paper filter should be DONALSON type or equivalent.

Air Intake to be as high as possible and not less than 2,000 mm above ground level.

8.4 Engine oil filter

Full flow heavy duty replaceable filter element type.

8.5 Exhaust pipe

Exhaust pipe mounted in upswept position.

8.6 Fuel tank

Fuel tank capacity to be sufficient for at least 25 operating hours.

8.7 TRANSMISSION

Automatic Power shift with torque converter - heavy duty type

(see para. 1.2 & 1.3).

Transmission to be equipped with safety features to prevent starting of travel motion with full load, in high gear.

Forward - reverse gear shifting lock out should be provided.

Hydrostatic drive system is not accepted.

The transmission shall be DANA TE 17000 or equivalent.

8.8 Transmission oil system

The transmission oil system shall have separate oil cooler, full flow heavy duty oil filter with replaceable element and differential pressure indicator. There will not be any connection between the transmission oil system and the hydraulic system. Synthetic oil shall be offered as an option.

- 8.9 Transmission software for maintenance, adjustments and calibration work - complete with all its accessories & connections for linkage to both a laptop and two PC working stations shall be offered as an option (without laptop).

9 TRAVEL SYSTEM

9.1 Wheels

Tires: 14.00x24 pneumatic, bias & Tubeless.

Radial tires will be offered as an option.

Tires manufactured by Bridgestone, Toyo, Yokohama, Michelin, Goodyear, Continental or Simex will be offered

Tire rating:

Tire loading shall not exceed the load stated in ETRTO NORM to the tire type used and the application.

Tire compound will be abrasion resistant and the construction will be heavy under tread.

Protection rings on steering wheel nuts will be offered as an option.

Spare wheel (complete - tyre and rim) will be offered as an option.

9.2 Steer Axle And Steering Cylinder:

Steering cylinder shall be of the double acting double ended single cylinder and a fixed length rod type, heavy duty and well protected (pivoting steer axle with dual steer cylinder is not acceptable).

9.3 Steering System

Fully hydrostatic. The system shall permit dead engine steering.

Electro hydrostatic dead engine steering shall be offered **as an option**.

9.4 Drive Axle

Wide (4 – 4.5 m over tires) and extra heavy duty with planetary final drive. Wider drive axle shall be preferred.

Special care shall be given to drive axle configuration, to withstand the working condition described in para.1.

Four (4) front wheels drive axle to be provided.

9.5 Brakes

9.5.1 Service brake

Oil wet multi disc brake system in front axle.

9.5.2 Parking Brakes

9.5.2.1 Dry disc brake fitted on going shaft to the front drive axle or on the front drive axle.

9.5.2.2 The brake will be spring actuate, hydraulic release & control manually from inside the cab (switch or handle).

9.5.2.3 The parking brake will automatically applied when pressure fall.

9.5.2.4 The transmission will disengage when the parking brake apply.

10 HYDRAULIC SYSTEM

10.1 All hydraulic components shall be of heavy duty type and shall be made of high quality steel.

All cylinder rods to be chrome plated.

10.2 All hydraulic hoses - fixed and flexible, shall be well protected against operation damage. Flexible hoses to be as short as possible and easily replaceable.

10.3 The hydraulic system shall be design in such a way that use of pipes and hoses will be reduced to a minimum.

10.4 A filter (10 micron) on return line with restriction indicator and filter on delivery line shall be provided.

Further, tank strainers to protect the hydraulic pumps shall be provided

10.5 Multi stage (Four functions) control valve shall be provided to control all the ECH-FLT systems and attachments.

10.6 Hydraulic accumulator shall be installed in the lifting system. The system will use as a shock absorber for the spreader/containers.

11 FUEL SYSTEM

Double stage fuel filter:

- First stage - sediment bowl.
- Second stage - replaceable cartridge.

12 ELECTRICAL SYSTEM:

- Heavy duty alternator, 24 volt.
- Main power switch.
- Battery about 160 amp/hr, maintenance free type & battery master switch.
- All electric components to be heavy duty type and rated for 24 volt operation.
- Fuses and relays will be mounded in central electrical box.
- CAN-BUS system will be preferred.
- ECH-FLT software for maintenance, adjustments and calibration work - complete with all its accessories & connections for linkage to both a laptop and two PC working stations shall be offered as an option (without laptop).
- Radio with USB (antenna / 2 speakers) will be provided.

Lights (lighting to be operated automatically at engine starting):

- Four (4) front working lights (to 20' & 40' position) on the cab.
- Two (2) rear work/drive lights on the cab.
- Two (2) wide beam working lights on the spreader.
- Two (2) front head lights on the front fenders.
- Tail, stop rear driving lights.
- Four (4) direction indicators with hazard switch.

- Rotating amber light – on top the cab mounted.
- Reverse warning alarm, with flashing lights.

13 DRIVER'S CAB, CONTROLS AND INSTRUMENTS :

- 13.1 Overhead guard according to DIN 15165 or ANSI b56.1 standards and operators enclosed cab shall be provided.
- 13.2 Cab to be provided with open sliding windows on both sides. Front and top windows shall be laminated glass (tinted safety glass) with anti sun reflection. Doors windows and rear shall be tinted glass. Wipers (interval) and washers on front, rear and roof pane shall be installed. Door's windows and rear windows laminated glass with anti sun reflection shall be offered as an option. Cab with sloping overhead guard / window shall be offered as an option. A large cab will be preferred.
- 13.3 The Cab shall be provided with sound and heat insulation. Extra insulation should be provided also between cab and engine. Heater/demister and fresh air ventilator, with high ventilation efficiency will be installed. The cab shall be mounted on rubber elements to ensure low level of vibration in operator's compartment. Great care shall be given to the operator's visibility (front, rear and sides). The cab, front and rear windows shall be large to assure unobstructed front & back visibility of the operator.
- 13.4 Sound level
Sound level at operator's ear shall not exceed 75(db). The manufacturer will attach to his proposal data regarding the noise level of the offered equipment, tested according to EN 12053. Lower sound level at operator's ears with closed cab will be preferred.
- 13.5 Cab location (rear mounted cab)
the cab shall be located at the far end of the ECH-FLT to enable good visibility of the stacking containers

13.6 Air conditioning

The air condition unit incorporating with heating system and installed inside the cab. The refrigerant will be type R134A.

The temperature in the cab should be lower than 22 °C at ambient temperature described in para.1. All components to be H.D. suited for automotive equipment.

13.7 Full air suspension (with compressor), fully adjustable driver's seat (ISRI 6500/517 PRO seat preferred).

The driver's seat should be with a high backrest, belt, and operator presence system.

One additional folding seat shall be provided.

The driver's seat height from ground level shall be about 2600 mm.

13.8 Following controls shall be provided :

13.8.1 Brake pedal and separate inching/brake pedal.

13.8.2 Throttle.

13.8.3 Power shift selector.

13.8.4 Forward/reverse motion control.

13.8.5 Raise/lower control.

13.8.6 Tilt control.

13.8.7 Side shift control.

13.8.8 Spreader operations controls and indicators.

13.8.9 Hydraulic system motion controls to be located in such a way to assure easy, safe and smooth operation.

Control handles fig. 13.7.5 - 13.7.7 to be located on the right side of the steering wheel.

Multifunction joystick for mast and spreader shall be provided.

13.9 Indicators

at least the following indicators shall be provided:

Hour meter, engine coolant temp, fuel gauge, ammeter, engine oil pressure gauge, transmission oil pressure gauge, transmission oil temperature gauge.

13.10 Warning lights

at least the following warning lights shall be provided:

low engine oil pressure, high transmission oil temperature, low transmission oil pressure & alternator.

13.11 The cab should be electro-hydraulically (side or back) tilted for easy access to maintain the engine, transmission, hydraulic system etc.

Manual tilt will be provided as a backup system.

13.12 Auxiliary of 24-volt standard cigarette lighter socket only with cover and auxiliary of 12 -volt installed on the right side driver dashboard.

13.13 Support bar for equipment and prepared for installation (TOS &/or Communication system &/or public address system) at the RHS or LHS in the cab shall be provided. The support bar position & location shall be specified by APC during pre delivery process.

13.14 Sliding sun visors front (half of the upper windowpane), back (half of the upper windowpane) and roof (whole windowpane) shall be installed. שמשה

14 TV REAR VIEWER (CLOSED CIRCUIT TV) – Option (to be priced separately)

The *ECH-FLTS* should be provided with a close circuit TV system. The system should give the operator a clear rear view (about 120° – 140°) of the reverse traveling. The camera shall be installed on the rear side of the *ECH-FLTS* and the monitor in the operator cab. The monitor should display the view in the rear direction of traveling.

The system shall include:

14.1 Display size 7" color

14.2 Resolution at least 480*234 pixels.

14.3 Power source 11 - 30 VDC

14.4 Mirror function: change left (right) to right (left) of object.

14.5 Suitable for mobile use (vibration).

14.6 Built-in microphone at camera and built-in speaker at display.

14.7 Rear angle view about 120° – 140°

15 ENGINE & TRANSMISSION PROTECTION SYSTEM

15.1 Engine and transmission automatic shut off protection system or "crawl home" system shall be provided (the "Crawl Home" System should lower the engine RPM and the power).

The system shall monitor, using audible and visible warnings at least the follows functions:

15.1.1 Engine - high coolant temperature.

15.1.2 Engine - low oil pressure.

15.1.3 Transmission - high oil temperature.

15.1.4 Transmission - low oil pressure.

16 MIRRORS

Two sides mounted rearview mirrors on front fenders and panoramic rear view mirrors inside cab.

17 The steps and handrail shall not protrude from the EC-FLT line.

18 Reverse sensor system

The system should be offered as an option

General layout mounting to be added.

19 PAINT

Upper structure color shade shall be FLN 1115 or equivalent, traffic yellow.

- Chassis color to be gray – RAL 7005 or black RA L 7021 or equivalent
- Cab roof shall be white – RAL 9003 or equivalent.
- Cab interior shall be bright gray for internal covers (upholstery and covers) & black for driver's seat.
- Mast and carriage: Black dark RA L 7021 or equivalent.
- Right and left sides steps and handrail shall be painted with bright and reflector paint (red, orange or white)

20 GREASE

Truck should be greased with shell RETINEX AM or equivalent grease.

Central Automatic Lubrication System (General layout drawing to be added).

The manufacturer shall propose a Central automatic Lubrication progressive system (chassis, axles & spreader) as an option (to be priced separately).

The System should be LINCOLN QUICKLUB or equivalent.

21 SPECIAL ATTACHMENTS

Special attachments and features (to be priced separately as options):

21.1 One spare telescopic 20'-40' side lifts spreader.

22 QUALITY CONTROL

22.1 The manufacturer's quality control system should follow ISO 9001:2000 guidelines or corresponding quality standard approved by APC. .

The manufacturer shall submit a certificate issued by independent organization showing that he meet ISO 9001:2000 requirement or corresponding quality standard approved by APC.

22.2 The manufacturer shall be responsible for providing the necessary Quality Assurance and Quality Control procedures, maintaining continual surveillance and inspection activities during the entire periods of the Fabrication and Testing.

Reports of inspections and tests to be provided to the APC.

Test and inspection reports shall be furnished for:

- (a) Engine.
- (b) Transmission.
- (c) Hydraulic pumps and cylinders.
- (d) Steel used in load bearing structural frame members.
- (e) Brakes.
- (f) Safety devices.

23 FINAL ADJUSTMENT AND TESTING

The manufacturer shall submit to APC for approval the full testing program. The testing program shall be detailed and included the following:

- ▶ Content of test (including dynamic and static test).
- ▶ Required characteristics and result data.
- ▶ Method of conducting control and measuring.

Final test shall be conducted at the manufacturer plant with the APC representatives -.
The test report to be submitted to APC.

24 SAFETY ARRANGEMENTS

- 24.1 General assembly and detail design of the ECH-FLTs shall conform to the safety regulations and codes.
- 24.2 All nuts, connecting the moving and rotating parts (couplings, drums, sheaves, etc.) shall be of the self-locking type to prevent their loosening due to vibration.
- 24.3 All exposed rotating parts shall be provided with rigid safety guards.
- 24.4 Unavoidable hazardous points shall be marked with a special warning paint (yellow and black stripes).

25 MAINTENANCE

Easy access shall be provided to enable the performance of all daily maintenance check and liquids replenishment tasks without the necessity to tilt the driver cab or to dismantle obstructing components.

EMPTY CONTAINER FLT DATA SHEET

ATTACHMENT A SECTION B
DATA SHEET

The Proposer must enclose with his proposal the following completely filled out data sheet. a failure to supply the appropriate requested data and/or documentation, may result in the disqualification of the potential Proposer

NOTE: ITEMS MARKED WITH A # ARE MANDATORY.

	DESCRIPTION	Ash	Unit		Data
1	GENERAL				
1.1	Manufacture				
1.2	Country of origin				
1.3	ECH-FLT model				
2	CAPACITIES :				
2.1	Minimum ECH-FLT Wight (including spreader)	≥32	ton.		
2.2	Lifting capacity MANDATORY	≥9	ton.	#	
3	LOAD CENTER				
3.1	ECH-FLT operation with sidelift spreader - MANDATORY	≥1,220	mm	#	
4	MAST CONFIGURATION :				
4.1	Free view mast				yes/no
4.1.1	Duplex mast	yes			yes/no
4.1.2	Inner width of mast - mobile mast	max	mm		
4.1.3	Inner width of mast - fixed mast	max	mm		
4.2	Number of rollers on fixed mast				
4.3	Number of rollers on mobile mast				
4.4	Max. lift height under the spreader / twist locks MANDATORY	≥5 container 8'6"		#	
4.5	Max. lift height under the spreader / twist locks		mm		
4.6	Min. lift height under the spreader / twist locks		mm		
4.7	Height upright extended		mm		
4.8	Height upright lowered - para. 5.1	≤9,500	mm		
4.9	Lifting cylinders				
4.9.1	Bore		mm ²		
4.9.2	stroke		mm		
4.10	Forward tilt angle		degree		
4.11	Backward tilt angle		degree		
4.12	Tilting cylinders				
4.12.1	Bore		mm ²		
4.12.2	Stroke		mm		
5	DIMENSIONS WEIGHTS AND STABILITY:				
5.1	Overall truck width				
5.1.1	Over Tires width - front	≥4,000	mm	#	
5.1.2	Over Tires width - rear	max.	mm		
5.2	ECH-FLT length to front face of spreader		mm		
5.3	Wheel base	≥4500	mm		
5.4	Distance between center of front axle – front face of spreader		mm		
5.5	Seat height	max.	mm		
5.6	Overhead guard height		mm		
5.7	Turning radius				
5.7.1	Outer turning radius of the truck	min.	mm		
5.7.2	Inner turning radius of the truck	min.	mm		
5.7.3	Rradius (inner) of 20' container	min.	mm		
5.7.4	Outer radius of 40' container	min.	mm		
5.7.5	Radius (Inner/front) of 40' container	min.	mm		
5.8	Minmum aisle width for 90° Stacking with 20' container and operating clearance – 100 mm each side.	min.	mm		
5.9	Minmum aisle width for 90° Stacking with 40' container and operating clearance – 100 mm each side.	min.	mm		
5.10	ECH-FLT weight (including spreader) - unladen	max.	Kg		
5.10.1	Drive (front) axle loading - unladen		Kg		
5.10.2	Steering axle loading - unladen		Kg		
5.11	ECH-FLT weight - including spreader & 8 ton laden		Kg		
5.11.1	Drive axle (front) loading - laden		Kg		
5.11.2	Steering axle loading - laden		Kg		
5.12	Counterweight weight		Kg		
5.13	Stability and safety according to-specify standard				

EMPTY CONTAINER FLT DATA SHEET

	DESCRIPTION	Ash	Unit		Data
5.14	Static stability factor	≥2.5			
6	PERFORMANCE :				
6.1	Top travel speed with load	≥ 25	Km/hr.		
6.2	Top travel speed without load	≥ 25	Km/hr.		
6.3	Lift speed with load	≥ 0.45	m/sec.		
6.4	Lift speed without load	≥ 0.48	m/sec.		
6.5	Lowering speed with load	≥ 0.45	m/sec.		
6.6	Lowering speed without load	≥ 0.45	m/sec.		
6.7	Max. drawbar pull				
6.7.1	With load	max	KN		
6.7.2	Without load	max	KN		
6.8	Max gradeability - max laden		%		
7	SPREADER				
7.1	Spreader manufacturer				
7.2	Side mounting	yes		#	yes/no
7.3	Spreader weight		Kg		
7.4	Spreader frame - outside beam material (DIN standard)				
7.4.1	Material strength- tensile strength		N./mm ²		
7.4.2	Material strength- yield point		N./mm ²		
7.5	Spreader frame - inside beam material (DIN standard)				
7.5.1	Material strength- tensile strength		N./mm ²		
7.5.2	Material strength- yield point		N./mm ²		
7.6	Spreader side shift MANDATORY	yes		#	yes/no
7.6.1	Integral side shift system	yes			yes/no
7.6.2	cylinders				
7.6.2.1	bore		mm ²		
7.6.2.2	stroke		mm		
7.6.2.3	Protected cylinder	yes			yes/no
7.6.3	Spreader side shift range each side	≥+/-600	mm.		
7.7	Spreader side sloping / floating (up /down)	yes			yes/no
7.7.1	Mechanical system	yes			yes/no
7.7.2	Vertical movement / floating (up / down)	-200	mm		
7.7.3	Mechanical side sloping with 20' container	max	degree		
7.7.4	Mechanical side sloping with 40' container	max	degree		
7.8	Safety features and interlocks provided according to para. 7.2 of the spec. MANDATORY	yes		#	yes/no
7.8.1	Three indicator lights for twist lock position on the spreader MANDATORY	yes		#	yes/no
7.8.1.1	Seated (orang) MANDATORY	yes		#	yes/no
7.8.1.1.1	Two or one orang light	2			
7.8.1.2	Unlocked (red) MANDATORY	yes		#	yes/no
7.8.1.3	Locked (green) MANDATORY	yes		#	yes/no
7.8.2	Three indicator lights for twist lock position in the cab	yes			yes/no
7.8.3	Flag on spreader to indicate twist lock position	yes			yes/no
7.8.4	No engagement - all twist locks are seated in the container corner casting MANDATORY	yes		#	yes/no
7.8.5	No disengagement - when the container is suspended. MANDATORY	yes		#	yes/no
7.8.6	No lifting - when the twist locks are not fully locked or unlocked (interrupt of lift circuit). MANDATORY	yes		#	yes/no
7.9	Locking system				
7.9.1	Vertical twist-lock system	yes			yes/no
7.9.2	Twist-lock operation - automatic locking & manually locking	yes			yes/no
7.10	Lowering interrupt device - to eliminate slacking para. 7.9	yes			
7.11	Lift counter on the spreader	yes			
8	ENGINE				
8.1	Make				
8.2	Model				
8.3	Type of fuel				
8.4	Met the emissions standard - EPA Tier 4i or EU stage IIIB MANDATORY	yes		#	yes/no
8.5	Complete with electronic management control system	yes			yes/no
8.6	Common rail fuel injection system	yes			yes/no
8.7	Power output	≥170	Kw		
8.7.1	Rated speed		rpm		
8.7.2	According to standards:		std.		

EMPTY CONTAINER FLT DATA SHEET

	DESCRIPTION	Ash	Unit		Data
8.8	Max. torque (output) at speed	MAX	Nm		
8.8.1	Rated speed		rpm		
8.8.2	According to standards:		Std.		
8.9	Displacement	cm ³	cm ³		
8.10	Fuel tank capacity	max.	liter		
8.11	Fuel capacity enables 24 operating hours	yes			yes/no
8.12	Fuel consumption - average - standard conditions.		liter/h		
8.13	Oil capacity		liter		
8.14	Tropical cooling system (45°C) MANDATORY	yes		#	yes/no
8.15	Coolant capacity system (including radiator)		liter		
8.16	Coolant filter				yes/no
8.17	Radiator size (width-height) net		cm ²		
8.18	Radiator thickness net		cm		
8.19	Engine in side (maintenance) software & accessories (as per spec.para 8.1) - Option	yes			yes/no
8.20	Upswept muffler	yes			yes/no
8.21	Engine air inlet				
8.21.1	Cyclone pre cleaner - make & type	yes			yes/no
8.21.1.1	Type				
8.21.1.2	Make				
8.21.1.3	Heavy-duty double stages dry paper	yes			yes/no
8.21.1.4	Differential pressure restriction indicator provided	yes			yes/no
8.21.1.5	Air inlet height above ground level	max	mm		
8.21.2	Intake turbo cyclone pre cleaner filter	yes			yes/no
8.21.2.1	Type				
8.21.2.2	Make				
8.23	ENGINE - option				yes/no
8.23.1	Make				
8.23.2	Model				
8.23.3	Type of fuel				
8.23.4	Met the emissions standard - EPA Tier 4i or EU stage IIIB	yes			yes/no
8.23.5	Complete with electronic management control system	yes			yes/no
8.23.6	Common rail fuel injection system	yes			yes/no
8.23.7	Power output	≥170	Kw		
8.23.8	Rated speed		rpm		
8.23.9	According to standards:		std.		
8.23.10	Max. torque (output) at speed	MAX	Nm		
8.23.11	Rated speed		rpm		
8.23.12	According to standards:		Std.		
8.23.13	Displacement	cm ³	cm ³		
9	TRANSMISSION				
9.1	Make				
9.2	Model				
9.3	Type -Automatic power shift with torque converter - MANDATORY	yes		#	yes/no
9.4	Number of speeds (forward/reverse)				
9.5	Rated power		Kw		
9.6	Weight dry		kg		
9.7	Transmission oil capacity		liter		
9.8	Transmission oil radiator size		cm ³		
9.9	Changing direction allowed without full stop at max. speed of	yes	km/hr		yes/no _____ km/hr
9.10	Time delay between direction change		sec		
9.11	Safety protection against starting of travel in high gear provided	yes			yes/no
9.12	Transmission software for maintenance in according with para. 8.9 in the technical specification - option	yes			yes/no
9.13	Synthetic oil - as an option	yes			yes/no
10	DRIVE AXLE:				
10.1	Make				
10.2	Model				
10.3	Number of wheels on drive axle				
10.4	Maximum axle capacity				
10.4.1	Maximum rating capacity	max	Kg		
10.4.2	Maximum actual capacity		Kg		
10.5	Differential Reduction ratio				
10.6	Planetary final drive provided				
10.7	Reduction ratio				
10.8	Heaviest duty drive axle provided				yes/no
10.9	Oil capacity differential		liter		
10.10	Oil capacity hub reduction		liter		
11	STEER AXLE				
11.1	Make				
11.2	Model/hydrostatic				yes/no
11.3	Maximum axle capacity				

EMPTY CONTAINER FLT DATA SHEET

	DESCRIPTION	Ash	Unit		Data
11.3.1	Maximum rating capacity	max	Kg		
11.3.2	Maximum actual capacity		Kg		
11.4	Double ended single steering cylinder provided	MANDATORY		#	yes/no
11.5	Turning angle		degree		
11.6	Steering cylinder				
11.6.1	Bore		mm		
11.6.2	Stroke		mm		
11.7	Dead engine steering	MANDATORY	yes	#	yes/no
11.7.1	Electro hydrostatic dead engine seteeering - option		yes		yes/no
11.8	Protection rings on steering wheel nuts - option		yes		yes/no
12	BRAKES				
12.1	Make/model				
12.2	Brake system - hydraulic -	MANDATORY	yes	#	yes/no
12.3	Wet system -	MANDATORY	yes	#	yes/no
12.4	Totally enclosed oil immersed mutilate disc brakes		yes		yes/no
12.5	Number of plate				
12.6	Maintenance free		yes		yes/no
12.7	Automatic adjustment		yes		yes/no
12.8	Torque rating		kg-m		
12.9	PARKING BRAKES		yes		yes/no
12.9.1	Dry disc brake		yes		yes/no
12.9.2	On going shaft of the front drive axle		yes		yes/no
12.9.3	On the front drive axle		yes		yes/no
12.9.4	Automatic applied when pressure fall		yes		yes/no
12.9.5	Applied when pressure below		bar		
12.9.6	The transmission will disengage when the parking brake will apply		yes		yes/no
13	TIRES				
13.1	Make				
13.2	Type - pneumatic -	MANDATORY		pneumatic #	
13.3	Diagona		yes		yes/no
13.4	Front				
13.4.1	Size		14.00X24		
13.4.2	PR rating				
13.4.3	Tread				
13.4.4	TT or TL				
13.5	Rear				
13.5.1	Size		14.00X24		
13.5.2	PR rating				
13.5.3	Tread				
13.5.4	TT or TL				
13.6	Max. tires load at max. operating speed - Diagona Tires				
13.6.1	Front				
13.6.1.1	Rated		Kg		
13.6.1.2	Actual		Kg		
13.6.2	Rear				
13.6.2.1	Rated		Kg		
13.6.2.2	Actual		Kg		
13.7	Radial tires - OPTION				
13.7.1	Make				
13.7.2	Type - pneumatic				
13.7.3	Front				
13.7.3.1	Size		14.00X24		
13.7.3.2	PR rating				
13.7.3.3	Tread				
13.7.3.4	TT or TL				
13.7.4	Rear				
13.7.4.1	Size		14.00X24		
13.7.4.2	PR rating				
13.7.4.3	Tread				
13.7.4.4	TT or TL				
13.8	Max. tires load at max. operating speed - Radial tires				
13.8.1	Front				
13.8.2	Rated		Kg		
13.8.3	Actual		Kg		
13.8.2	Rear				
13.8.2.1	Rated		Kg		
13.8.2.2	Actual		Kg		
14	HYDRAULIC SYSTEM				
14.1	Hydraulic pump make/type				
14.2	Working pressure		kg/cm2		
14.3	Number of pump				
14.4	First pump				
14.4.1	Make				

EMPTY CONTAINER FLT DATA SHEET

	DESCRIPTION	Ash	Unit	Data
14.4.2	Model			
14.4.3	Pump output		l/min.	
14.5	Second pump			
14.5.1	Make			
14.5.2	Model			
14.5.3	Pump output		l/min.	
14.6	Multi stage control valve - MANDATOR	yes		# yes / no
14.7	All hoses well protected against operation damage	yes		yes / no
14.8	Flexible hoses short as possible and easily replaceable	yes		yes / no
14.9	All cylinder rods chrome plated	yes		yes / no
14.10	All hydraulic components heavy duty type	yes		yes / no
14.11	Hydraulic accumulator - To reduce shocks in the lift system	yes		yes / no
14.12	Tank oil capacity		liter	
14.13	Total oil capacity		liter	
15	ELECTRICAL SYSTEM			
15.1	Voltage		Volt	
15.2	Alternator make/type			
15.3	Alternator rating		Amp.	
15.4	Battery make/type			
15.6	Battery capacity		Amp h	
15.7	Maintenance free battery			yes / no
15.8	Battery master switch	yes		
15.9	Fuses and relays install in central electrical box	yes		
15.10	CAN-BUS system	yes		
15.11	Lights			yes / no
15.11.1	Four (4) front working lights	yes		yes / no
15.11.1.1	On cab	yes		yes / no
15.11.1.2	On mast	yes		yes / no
15.11.2	Two (2) rear work/drive lights on the cab	yes		yes / no
15.11.3	Two (2) wide beam working lights on the spreader	yes		yes / no
15.11.4	Two (2) front head lights on the front fenders	yes		yes / no
15.11.5	Tail, stop rear driving lights	yes		yes / no
15.11.6	Four (4) direction indicators with hazard switch	yes		yes / no
15.11.7	Rotating amber light - on top the cab	yes		yes / no
15.11.8	Reverse warning alarm, with flashing lights	yes		yes / no
15.11.9	Lighting operated automatically at engine starting	yes		yes / no
16	FILTERS			
16.1	ENGINE AIR INTAKE:			
16.1.1	Cyclonic pre cleaner	yes		yes / no
16.1.2	Heavy duty	yes		yes / no
16.1.3	Double stage fuel filter	yes		yes / no
16.1.3.1	Pre-cleaner type - 1 st stage	yes		yes / no
16.1.3.2	Filter type - 2 nd stage	yes		yes / no
16.14	Differential pressure restriction indicator provided	yes		yes / no
16.2	HYDRAULIC SYSTEM			
16.2.1	No. of filters			
16.2.2	Filter no. 1 - on return line	yes		yes / no
16.2.2.1	Micron rating		micron	
16.2.2.2	With restriction indicator	yes		yes / no
16.2.3	Filters no.2 - on pressure line	yes		yes / no
16.2.3.1	Micron rating		micron	
16.2.3.2	Restriction indicator	yes		yes / no
16.2.4	Tank strainer	yes		yes / no
16.3	ENGINE OIL			
16.3.1	Heavy duty oil filter	yes		
16.3.2	Micron rating		micron	
16.4	TRANSMISSION OIL:			
16.4.1	Heavy duty oil filter	yes		
16.4.2	Micron rating		micron	
16.5	FUEL SYSTEM:			
16.5.1	Double stage fuel filter	yes		yes / no
16.5.2	Sediment bowl provided - 1 st stage	yes		yes / no
16.5.3	Replaceable cartridge - 2 nd stage		micron	
17	MAST CONFIGURATION			
17.1	Manufacturer			
17.2	Material (to din St.)			
17.3	Material strength		Kg/mm2	
17.5	Mast and chains - heavy-duty	yes		yes / no
17.6	Outer mast			
17.6.1	Length		mm	
17.6.2	Width	max	mm	
17.6.3	Weight	max	kg	

EMPTY CONTAINER FLT DATA SHEET

	DESCRIPTION	Ash	Unit	Data
17.7	Inner mast			
17.7.1	Length		mm	
17.7.2	Width	max	mm	
17.7.3	Weight	max	kg	
18	DRIVER CAB & CONTROLS:			
18.1	Enclosed operators cab and overhead guard are according to DIN/ANSI standard	yes		# yes / no
18.2	Rear cab location	yes		# yes / no
18.3	Cab with sloping overhead guard / window - option	yes		yes / no
18.3.1	Sloping angle		degrees	
18.4	Height of driver's seat from ground level	max	mm	
18.5	Driver's eyes height	max	mm	
18.6	View angle - rear and front visibility (angles layout drawing to be added)	yes		yes / no
18.6.1	Front view angles to - 5 x 8'6"	min.	degrees	
18.6.2	Front view angles to - 4 x 9'6"	min.	degrees	
18.6.3	Rear view angles	max	degrees	
18.7	Open sliding windows on both sides	yes		yes / no
18.8	Front window - laminated glass with anti sun reflection	yes		yes / no
18.9	Top window - laminated glass with anti sun reflection	yes		yes / no
18.10	Doors windows - tinted glass	yes		yes / no
18.11	Rear window - tinted glass	yes		yes / no
18.12	Doors and rear windows - laminated glass with anti sun reflection - option	yes		yes / no
18.13	Wipers (interval) and washers on front, rear and roof pane	yes		yes / no
18.14	Hand operated forward/reverse selector	yes		yes / no
18.15	Brake pedal and separate brake/inching pedal provided	yes		yes / no
18.16	Separate control handles for all functions at right hand	yes		yes / no
18.17	Multifunction joystick for mast and spreader	yes		yes / no
18.18	Indicators according to para. 13.10 of the spec.	yes		yes / no
18.18.1	Hour meter	yes		yes / no
18.18.2	Engine coolant temp	yes		yes / no
18.18.3	Fuel gauge	yes		yes / no
18.18.4	Ammeter	yes		yes / no
18.18.5	Engine oil pressure gauge	yes		yes / no
18.18.6	Transmission oil pressure gauge	yes		yes / no
18.18.7	Transmission oil temperature gauge	yes		yes / no
18.19	warning lights are according to para. 13.11 of the spec.	yes		yes / no
18.19.1	Low engine oil pressure	yes		yes / no
18.19.2	Low coolant level	yes		yes / no
18.19.3	High coolant temperature	yes		yes / no
18.19.4	High transmission oil temperature	yes		yes / no
18.19.5	Low transmission oil pressure	yes		yes / no
18.19.6	Alternator	yes		yes / no
18.20	Cab electro-hydraulically (side or back) tilted	yes		yes / no
18.20.1	Side tilted			yes / no
18.20.2	Back tilted			yes / no
18.21	Manual tilt as a backup system	yes		yes / no
18.22	Full suspension fully adjustable seat provided	yes		yes / no
18.22.1	Make	yes		yes / no
18.22.2	Type	yes		yes / no
18.22.3	High backrest	yes		yes / no
18.22.4	Belt,	yes		yes / no
18.22.5	Operator presence system	yes		yes / no
18.23	Folding seat provided	yes		yes / no
18.24	Max. sound level is according to spec. (tested according to EN 12053 MANDATOR	yes		# yes / no
18.24.1	With closed cab MANDATOR	≤75	dB(A)	#
18.24.2	With open doors	min.	dB(A)	
18.25	Heat insulation, heater/de-mister provided	yes		yes / no
18.26	Heat insulation btween cab and engine	yes		yes / no
18.27	Heater / de-mister	yes		yes / no
18.28	Panoramic rear view mirrors inside cab	yes		yes / no
18.29	Two sides rearview mirrors mounted on front fenders	yes		yes / no
18.30	AIR CONDITION			
18.30.1	Manufacturer			yes / no
18.30.2	Min. temperature in the cab (closed windows)	≤22	°C	
18.30.3	Capacity (at idle)	max	BTU/h	
18.30.4	Refrigerant R134a			yes / no
18.31	Cab dimensions			yes / no
18.31.1	Width	max	cm	yes / no
18.31.2	Length	max	cm	yes / no
18.31.3	Height	max	cm	yes / no

EMPTY CONTAINER FLT DATA SHEET

	DESCRIPTION	Ash	Unit	Data
18.32	TV REAR VIEWER (CLOSED CIRCUIT TV) - Option (to be priced separately)			
18.32.1	Display size	≥7	inch	
18.32.2	Resolution	≥480*234	pixels	
18.32.3	Power source	30-מבמבר	VDC	
18.32.4	Mirror function: change left (right) to right (left) of object	yes		yes / no
18.32.5	Suitable for mobile use (vibration)	yes		yes / no
18.32.6	Built-in microphone at camera and built-in speaker at display	yes		yes / no
18.32.7	Rear angle view about	-120° – 140°		
18.33	Radio with USB (antenna / 2 speakers)	yes		yes / no
18.34	Auxiliary of 24-volt	yes		yes / no
18.35	Auxiliary of 12-volt	yes		yes / no
18.36	Support bar for equipment and prepared for installation - para. 13.15 :	yes		yes / no
18.36.1	TOS	yes		yes / no
18.36.2	Communication system	yes		yes / no
18.36.3	public address system	yes		yes / no
18.37	Sun visor front	yes		yes / no
18.37.1	Half of the upper windowpane (Vertical)	yes		yes / no
18.38	Sun visor back	yes		yes / no
18.38.1	Half of the upper windowpane(Vertical)			
18.39	Sun visor roof	yes		yes / no
18.39.1	All along roof (pane)	yes		yes / no
19	ENGINE PROTECTION SYSTEM - PARA. 15 - (Shut off protection system or "crawl home" system) - MANDATORY			# yes / no
	Shut off system or "Crawl Home" System			#
19.1	Engine - high coolant temperature MANDATORY	yes		# yes / no
19.2	Engine - low oil pressure MANDATORY	yes		# yes / no
19.3	Transmission - high oil temperature MANDATORY	yes		# yes / no
19.4	Transmission - low oil pressure MANDATORY	yes		# yes / no
20	Reverse sensor system - option	yes		yes / no
20.1	Number of sensors			
21	MAINTENANCE :			
21.1	Oil changing frequency:			
21.1.1	Engine oil		hr.	
21.1.2	Transmission oil		hr.	
21.1.3	Differential and final drive		hr.	
21.1.4	Hydraulic oil		hr.	
21.2	Filters changing frequency:			
21.2.1	Engine air filter		hr.	
21.2.2	Engine oil filter		hr.	
21.2.3	Transmission oil filter		hr.	
21.2.4	Hydraulic system filter			
21.2.5	Engine fuel filter			
21.3	Lubrication points and frequency:			
21.3.1	Number of ECH - FLT lubrication points			
21.3.2	Number of spreader lubrication points			
21.3.3	Lubrication frequency		HR.	
21.3.4	Easy access for daily check out provided	yes		yes / no
21.4	Central automatic lubrication system as an option	yes		
21.4.1	Manufacturer			
21.4.2	Type			
21.4.3	Reservoir capacity	-3	liter	
21.4.4	Pump discharge		cc/rev	
21.4.5	Electric low level control	yes		yes/no
21.4.6	Lubrication fault monitoring	yes		yes/no
21.4.7	Number of lubrication points	max		
21.4.8	General layout drawing	yes		yes/no
22	QUALIFY CONTROL ACCORDING TO ISO 2000: 9001 - MANDATORY	yes		# yes / no
23	AGENT IN ISRAEL	yes		
23.1	Name and address :			
23.2	No. of employees :			
23.3	Max. spare parts delivery time		days	DAYS
24	SERVICE IN ISRAEL			
24.1	Name and address :			
24.1.1	No. of employees :			
24.1.2	Covered working area :			
24.1.3	Max. spare parts delivery time		DAYS	
24.1.4	Authorized workshop approved / or agreement with work shop - attachment c'.	yes		yes / no
24.1.5	Relevant documents (certificates from M.O.T and / or agreement) should be submitted - ATTACHMENT C'	yes		yes / no
25	Total quantity of 12-22 ton FLT's supplied			

EMPTY CONTAINER FLT DATA SHEET

	DESCRIPTION	Ash	Unit		Data
25.1	Worldwide during the last 3 years (2010 - 2012) - MANDATORY				
25.1.1	2010 - MANDATORY	≥40		#	
25.1.2	2011 - MANDATORY	≥40		#	
25.1.3	2012 - MANDATORY	≥40		#	
26	Total quantity of FLT's for ISO empty containers, of at least 7 ton lifting capacity and at least 5 containers (9'6") stacking height supplied				
26.1	Worldwide during the last 3 years (2010 - 2012) - MANDATORY				
26.1.1	2010 - MANDATORY	≥30		#	
26.1.2	2011 - MANDATORY	≥30		#	
26.1.3	2012 - MANDATORY	≥30		#	
26.2	Total quantity of ECH-FLT's supplied during the last 5 years (2004 - 2008)				
26.3.1	World wide	max			
26.3.2	In ISRAEL last 5 years	max			



Tender for the supply of ECH-FLT
Tender No. ASH-1021-11.2012

General Requirements

ATTACHMENT A

Section C

1. Spare parts.

Proposer undertakes that any and all of the spare parts required for the proper operation of the ECH-FLT, in accordance with the Technical Specifications, will be made available to APC, at APC's sole discretion, throughout and until the lapse of at least six (6) years from the expiration of the Warranty Period (as such term is defined in the Agreement) of the ECH-FLT last delivered to and accepted by APC, including, without limitation, the following spare parts in the quantities specified hereinbelow ("Spare Parts") (the proposed prices for the Spare Parts will be indicated by Proposer in Attachment B1 – Financial Proposal Form):

	<u>Description</u>	<u>Quantity</u>
1.1.	<u>Cab</u>	
1.1.1.	Right hand door assembly	1
1.1.2.	Left hand door assembly	1
1.1.3.	Front pane	1
1.1.4.	Rear pane	1
1.1.5.	Roof (skylight) pane	1
1.1.6.	Wiper motor front pane	2
1.1.7.	Wiper motor rear pane	2
1.1.8.	Joystick assembly	1
1.1.9.	Acceleration (throttle) pedal assembly	2
1.1.10.	Throttle Sensor (Throttle and Inching)	2
1.1.11.	Right side rearview mirror assembly	2
1.1.12.	Right side rearview mirror Bracket	2
1.1.13.	Left side rearview mirror assembly	2
1.1.14.	Left side rearview mirror Bracket	2
1.2.	<u>Tilt cabin</u>	
1.2.1.	Hydraulic lift cylinder	2

1.2.2.	Electrical tilt pump assembly	2
1.2.3.	Tilt hand pump assembly	1
1.3.	<u>Engine</u>	
1.3.1.	Complete build up engine	1
1.3.2.	Engine piston	6
1.3.3.	Piston rod	6
1.3.4.	Cover valve	1
1.3.5.	Radiator	2
1.3.6.	Thermostat	2
1.3.7.	Expansion tank	2
1.3.8.	Cap expansion tank	4
1.3.9.	Water pump	4
1.3.10.	Fan pulley	1
1.3.11.	Fan	1
1.3.12.	Engine water filter	12
1.3.13.	Oil pump	2
1.3.14.	Engine Oil filter	24
1.3.15.	Oil pan	2
1.3.16.	Engine oil cooler	1
1.3.17.	Fuel injection pump	2
1.3.18.	Injector assembly	6
1.3.19.	Engine fuel filter	12
1.3.20.	Engine head fuel filter	2
1.3.21.	Turbocharger	6
1.3.22.	Engine air intake filter system – assembly	2
1.3.23.	Engine air filter – Primary Filter	12
1.3.24.	Engine air filter– Safety Filter	6
1.3.25.	Alternator belt	4
1.3.26.	Air condition compressor belt	4
1.3.27.	Housing for Flywheel	1
1.3.28.	Exhaust manifold	1
1.3.29.	Muffler	2
1.3.30.	Dipstick oil	5

1.4.	Air-condition system	
1.4.1.	compressor	1
1.4.2.	condenser assembly	1
1.4.3.	Air condition filter	10
1.5.	<u>Transmission</u>	
1.5.1.	Transmission assembly	1
1.5.2.	Transmission control selector	1
1.5.3.	Transmission oil filter	20
1.5.4.	Oil cooler	2
1.5.5.	Dipstick oil	2
1.5.6.	Dipstick Tube	2
1.5.7.	Universal shaft	4
1.6.	<u>Front axle</u>	
1.6.1.	Wheel Rim front drive axle – assembly	2
1.6.2.	Wheel hub drive axle	2
1.6.3.	Wheel Stud	24
1.6.4.	Wheel Nut	24
1.6.5.	Wheel Rim front drive axle – assembly	2
1.7.	<u>Brake</u>	
1.7.1.	Brake inching pedal assembly Brake Pedal (Inching Pedal, Brake Valve, Springs, Washer & etc)	2
1.7.2.	Wet brake assembly (including Friction Disk, Piston, seals housing & etc)	2
1.7.3.	Friction Disk –set	2 (set)
1.7.4.	Separator Plate (Brake) – set	2 (set)
1.7.5.	Park brake assembly	4
1.7.6.	Park brake - brake disc	2
1.7.7.	Park brake - brake shoe lining (set)	2 (set)
1.8.	<u>Rear axle - Steering</u>	
1.8.1.	Steering valve orbitrol	1
1.8.2.	Steering valve orbitrol seal kit	1
1.8.3.	Steering Cylinder (double acting)	1
1.8.4.	Steering Cylinder (double acting) - seal kit	2
1.8.5.	Steering bearing	2

1.8.6.	Spindle (RH) assembly (including Bearing, Seals & etc)	2
1.8.7.	Spindle (LH) assembly (including Bearing, Seals & etc)	2
1.8.8.	Tie Rod Assembly (tie rod & Bushing)	2
1.8.9.	Wheel hub assembly (including Bearings, Washer, seals & etc)	2
1.8.10.	Wheel hub	2
1.8.11.	Wheel stub	20
1.8.12.	Wheel nut	20
1.8.13.	Rim (including rings , locking & etc)	2
1.9.	<u>Hydraulic</u>	
1.9.1.	Pump – Hydraulic	2
1.9.2.	Hydraulic Pump – Seal kit	2
1.9.3.	Accumulator	2
1.9.4.	Kit seal - Accumulator	2
1.9.5.	Hydraulic oil cooler assembly (including fans & etc)	1
1.9.6.	Hydraulic oil filter	10
1.9.7.	Breathing filter	5
1.9.8.	Cap hydraulic tank	2
1.9.9.	Sensor - temperature	2
1.10.	<u>Mast</u>	
1.10.1.	Lifting cylinder	1
1.10.2.	Repair Kit lift cylinder	1
1.10.3.	Sides lifting chains –assembly	2
1.10.4.	Chain Anchor	2
1.10.5.	Chain Sheave	2
1.10.6.	Tilting cylinders	2
1.11.	<u>Spreader</u>	
1.11.1.	Twist lock cylinder Assembly	4
1.11.2.	Twist lock cylinder- Kit-Seal	2
1.11.3.	Twist lock (L&R)	4
1.11.4.	Twist lock Sleeve	2

1.11.5.	Twist lock - Sensor L&R	4
1.11.6.	Twist unlock sensor L&R	4
1.11.7.	Extension Cylinder	2
1.11.8.	Extension Cylinder Kit-Seal	2
1.11.9.	Sideshift Cylinder	2
1.11.10.	Sideshift Cylinder kit-seal	1
1.11.11.	Wear Pad	2
1.12.	<u>Electrical System</u>	
1.12.1.	Engine shut-off unite	1
1.12.2.	Starter	1
1.12.3.	Ignition switch	2
1.12.4.	Alternator	1
1.12.5.	L.H front Head light assembly	4
1.12.6.	R.H front Head light assembly	4
1.12.7.	Tail lights assy.– R.H	4
1.12.8.	Tail lights assy.– L.H	4
1.12.9.	Working lights (to 20' & 40' position) on the cab	2
1.12.10.	Working lights on the spreader	2
1.12.11.	Reverse alarm	2
1.12.12.	Orange flashing beacons assembly	2
1.12.13.	Battery disconnecter	2
1.12.14.	Engine - Module Electronic Control Engine	2
1.12.15.	Engine - Programmed Module Electronic Control Engine (ready to install)	3
1.12.16.	Engine – Main control harness	2
1.12.17.	Engine - Pressure oil sensor	2
1.12.18.	Engine - Pressure switch	2
1.12.19.	Engine - Temperature sensor	2
1.12.20.	Transmission - Module Electronic Control	2
1.12.21.	Transmission – Temperature sensor	4
1.12.22.	Transmission - Pressure oil sensor	2
1.12.23.	Transmission – Main control harness	2
1.12.24.	Transmission – shift unite assembly	2

2. Recommend spare parts list

The Proposer shall submit a recommended spare parts list (with original part numbers) required per ECH-FLT for 3 years of operation, based on 2,500 working hours, per ECH-FLT per year.

3. Technical manuals.

The following manuals in English shall be provided with each delivery of ECH-FLTS - one copy in hard copy & CD In addition, one copy, in hard copy or CD shall be submitted with the Technical Proposal :

- 3.1. Operation manual.
- 3.2. Maintenance manual.
- 3.3. Repair and overhaul manual.
- 3.4. Parts catalogue (with index & search ability).
- 3.5. Engine operation and maintenance manual.
- 3.6. Engine overhaul manual.
- 3.7. O.E.M Engine parts catalogue.
- 3.8. Transmission operation and maintenance manual.
- 3.9. Transmission overhaul manual.
- 3.10. O.E.M Transmission parts catalogue.
- 3.11. Maintenance / repair manuals and spare parts catalogue for other repairable components if were not included in the ECH-FLT manual.

Note: The Proposer may combine one or more manuals into one volume.

4. Training.

4.1. Training at APC's site:

The Proposer shall provide operation and maintenance training to operators, mechanical technicians and electricity technicians of the ECH-FLTS, in accordance with and subject to the provisions of Section 15.1 to the Agreement (attached to the IFP as Attachment D).

Proposer will enclose to its Technical Proposal a detailed training program per each training course.

4.2. Training at Proposer's site - as an option (to be priced separately in the Financial Proposal):

The Proposer shall submit an offer for maintenance personal trainings at Proposer's site in accordance with and subject to the provisions of Section 15.2 to the Agreement.

The Proposer will enclose to its Technical Proposal a detailed training program per each training course.

4.3. Additional Advanced Training at APC's site - as an option – (to be priced separately in the Financial Proposal):

The Proposer shall submit an offer for advanced maintenance personal training at APC's site in accordance with and subject to the provisions of Section 15.3 to the Agreement.

The Proposer will enclose to its Technical Proposal a detailed advanced training program.

5. General instructions.

The Proposer shall submit with its Technical Proposal its detailed specifications for the proposed ECH-FLT.

In addition, the Proposer shall provide with its Technical Proposal a list of all available optional features and equipment that are not included in the Technical Specifications (Attachment A) and are not part of its proposed price for the ECH-FLT. Proposer shall indicate such optional features and equipment and its proposed respective prices in its Financial Proposal (Attachment B).

6. Data to be submitted with the Technical Proposal.

6.1. ECH-FLT technical specification.

6.2. ECH-FLT general arrangement drawing showing at least the following dimensions:

- Overall width
- Overall height, mast lowered
- Overall height, mast extended
- Overall length chassis
- Wheel base
- Total length incl. mast.
- Distance between front of wheel and load center
- Windows size
- Turning radius (inner & outer)
- Center of gravity with max. load
- Center of gravity of unladen

6.3. Front axle technical data & catalogue.

6.4. Transmission technical data & catalogue.

6.5. Engine performance data & catalogue.

6.6. Certificate of sound level according to the specification. .

6.7. Completely filled out data sheet (Section B).

6.8. The Proposer shall return a copy of the Technical Specifications document (Attachment A) and note at the end of each paragraph if the offered ECH-FLT complies or not with the Technical Specifications.

6.9. Final test report and quality check list sample..

7. Acceptance.

It is the responsibility of the Proposer to deliver the ECH-FLTS to APC in accordance with the terms of the Agreement.

Acceptance of each ECH-FLTS will be held in accordance with to the terms of the Agreement.

8. Service facilities.

Subject to the terms of the Agreement, Proposer hereby commits as following:

8.1. Proposer maintains a maintenance service company/station in Israel or undertakes to establish a service company/station upon winning the Tender and no later than the delivery of the first ECH-FLT (the "Service Facility"). The Service Facility is subject to APC's written approval.

8.2. Proposer's Service Facility should be authorized by the Ministry of Transportation ("MOT") of Israel for repairs and maintenance of earth moving machine or Fork Lift Trucks.

8.3. Proposer shall submit to APC upon winning the Tender and no later than the delivery of the first ECH-FLT all documents certifying its Service Facility compliance with section 8.2 above.

8.4. Regular services will be performed by APC (e.g., fuses, bulbs).

9. Spare Parts Delivery.

Proposer will be obliged to supply spare parts FCA (nearest port and or airport to Supplier facilities) Incoterms ® 2010 in shortest time possible, and in any event, no later than ten (10) calendar days as of the date of the respective purchase order.

10. Warranty

In addition to Proposer's standard warranty with respect to ECH-FLTS as underlined in Proposer's warranty certificate provided with each delivery of ECH-FLT and as submitted with Proposer's Technical Proposal, Proposer shall warrant each ECH-FLT in accordance with and subject to the terms of the Agreement.

Proposer's Signature & Stamp: _____

Date: _____



Attachment B Financial Proposal Form (Price Breakdown)

Tender for the supply of Fork Lift Truck for Empty Containers (ECH-FLT and/or ECH-FLTs)
Tender No. ASH-1021-7.2013

Proposer's Name: _____

Currency: Euro*

1. We, the undersigned, hereby offer our Financial Proposal for the supply and delivery of ECH-FLTs as and subject to the Proposal Documents, as follows:

1.1. FLT:

No.	Subject	Price (€)
1.	One (1) ECH-FLT in accordance with the Technical Specifications (Attachment A) delivered to Ashdod Port, Israel, in accordance with the terms of the Agreement. **	

* In the event the prices in a Proposal shall be denominated in a currency other than Euro, those prices shall be converted by APC to Euro, according to representative rate published by the Bank of Israel at the last date set for submission of Proposals as specified in the IFP.

** The quote for 2 ECH-FLTs shall include training in accordance with Attachment A, Section C, paragraph 4.1.

1.2 Our Financial Proposal for spare parts is attached hereto as **Attachment B1**

1.3 Optional auxiliary features and equipment in accordance with Attachment A, Sections A & B (which are included in the Technical Specifications as an option) delivered in accordance with the terms of the Agreement:

No.	Subject	Price (€) Per unit
1	Engine in side (maintenance) software & accessories as per paragraph 8.1 to the Technical Specifications (Attachment A, Section A)	
2	Additional Engine in accordance with the Technical Specifications (Attachment A, Sections A).	

	Intake turbo cyclone pre cleaner filter.	
3	Transmission oil system-Synthetic oil	
4	Transmission software for maintenance, adjustments and calibration work - paragraph 8.9 in the Technical Specifications (Attachment A, Section A).	
	Six (6) Radial tires	
5	Protection rings on steering wheel nuts.	
	One (1) Spare wheel (complete)	
6	Electro hydrostatic dead engine steering - paragraph 9.3 to the Technical Specifications (Attachment A, Section A).	
7	ECH-FLT software for maintenance, adjustments and calibration work (Attachment A, Section A).	
8	Door's windows and rear windows laminated glass with anti sun reflection - paragraph 13.2 to the Technical Specifications (Attachment A, Section A).	
9	Cab with sloping overhead guard / window - paragraph 13.2 to the Technical Specifications (Attachment A, Section A).	
10	TV rear viewer - paragraph 14 to the Technical Specifications (Attachment A, Section A).	
11	Reverse sensor - paragraph 18 to the Technical Specifications (Attachment A, Section A).	
12	Reverse sensor system (paragraph 18, Attachment A, Section A).	
13	Central Automatic Lubrication System as per paragraph 21 to the Technical Specifications (Attachment A, Section A).	
14	Telescopic spreader 20'-40' paragraph 22.1 to the Technical Specifications (Attachment A, Section A).	

1.4 Optional auxiliary features and equipment (which are not included in the Technical Specifications) delivered in accordance with the terms of the Agreement:

No.	Subject	Price (€)

1.5 Optional Training:

- 1.5.1 Mechanical technicians' training at Supplier's site, as per section 4.2, Section C, Attachment A and Section 15.2(i) to the Agreement: _____ €.
- 1.5.2 Electricians' training at Supplier's site, as per section 4.2, Section C, Attachment A and Section 15.2(ii) to the Agreement: _____ €.
- 1.5.3 Advanced Training at APC's site, as per section 4.3, Section C, Attachment A and Section 15.3 to the Agreement: _____ €.

- 2 Euro 1 Form/U.S. certificate of origin: yes / no
- 3 Schedule of Delivery of the FLT's (in weeks) as of acceptance of the purchase order, subject to Section 4.4 to the IFP: _____ weeks (upon which the FLT shall be ready for transportation at Supplier's facilities in _____), plus a period of up to 4 weeks for the Delivery of the FLT to the APC's premises, Ashdod Israel.

The Financial Proposal may be rejected if not all breakdown prices will be provided as required (except for Sections 1.2 and 1.3 above).

Date: _____

Signature & Stamp: _____

Attachment B1

Financial Proposal Form (Price Breakdown)

Tender for the supply of ECH-FLT

Tender No. ASH-1021-7.2013

Proposer: _____

Currency: Euro *

1. Spare Parts **:

No	Spare Part	Quantity	Unit price according to Proposer's price list	Discount on unit in %.	Proposed unit price (following discount) delivery FCA (nearest port and/or airport to Supplier facilities) Incoterms ® 2010)	Total price delivery FCA (nearest port and/ or airport to Supplier facilities) Incoterms ® 2010	Manufacture Part number	Original Part Number
1	<u> Cab </u>							
1.1	Right hand door assembly	1						
1.2	Left hand door assembly	1						
1.3	Front pane	1						
1.4	Rear pane	1						
1.5	Roof (skylight) pane	1						
1.6	Wiper motor front pane	2						
1.7	Wiper motor rear pane	2						

1.8	Joystick assembly	1							
1.9	Acceleration (throttle) pedal assembly	2							
1.10	Throttle Sensor (Throttle and Inching)	2							
1.11	Right side rearview mirror complete	2							
1.12	Right side rearview mirror Bracket	2							
1.13	Left side rearview mirror complete	2							
1.14	Left side rearview mirror Bracket	2							
2	<u>Tilt cabin</u>								
2.1	Hydraulic lift cylinder	2							
2.2	Electrical tilt pump assembly	2							
2.3	Tilt hand pump assembly	1							
3	<u>Engine</u>								
3.1	Complete build up engine	1							
3.2	Engine piston	6							
3.3	Piston rod	6							
3.4	Cover valve	1							

3.5	Radiator	2							
3.6	Thermostat	2							
3.7	Expansion tank	2							
3.8	Cap expansion tank	4							
3.9	Water pump	4							
3.10	Fan pulley	1							
3.11	Fan	1							
3.12	Engine water filter	12							
3.13	Oil pump	2							
3.14	Engine Oil filter	24							
3.15	Oil pan	2							
3.16	Engine oil cooler	1							
3.17	Fuel injection pump	2							
3.18	Injector assembly	6							
3.19	Engine fuel filter	12							
3.20	Engine head fuel filter	2							
3.21	Turbocharger	6							
3.22	Engine air intake filter system – complete	2							
3.23	Engine air filter – Primary Filter	12							

3.24	Engine air filter– Safety Filter	6							
3.25	Alternator belt	4							
3.26	Air condition compressor belt	4							
3.27	Housing for Flywheel	1							
3.28	Exhaust manifold	1							
3.29	Muffler	2							
3.30	Dipstick oil	5							
4	Air-condition system								
4.1	compressor	1							
4.2	condenser assembly	1							
4.3	Air condition filter	10							
5	<u>Transmission</u>								
5.1	Transmission assembly	1							
5.2	Transmission control selector	1							
5.3	Transmission oil filter	20							
5.4	Oil cooler	2							
5.5	Dipstick oil	5							
5.6	Dipstick Tube	2							
5.7	Universal shaft	4							
6	<u>Front axle</u>								

6.1	Wheel Rim front drive axle – assembly	2							
6.2	Wheel hub drive axle	2							
6.3	Wheel Stud	24							
6.4	Wheel Nut	24							
6.5	Wheel Rim front drive axle – assembly	2							
7	<u>Brake</u>								
7.1	Brake inching pedal assembly (Inching Pedal, Brake Valve, Springs, Washer & etc)	2							
7.2	Wet brake assembly (including Friction Disk, Piston, seals housing & etc)	2							
7.3	Friction Disk – set 2 (set)	2							
7.4	Separator Plate (Brake) – set	2							
7.5	Park brake assembly	4							
7.6	Park brake - brake disc	2							
7.7	Park brake - brake shoe lining (set)	2							
8	<u>Rear axle - Steering</u>								
8.1	Steering valve orbitrol	1							
8.2	Steering valve orbitrol - seal	1							

	Kit									
8.3	Steering Cylinder (double acting)	1								
8.4	Steering Cylinder (double acting) - seal kit	2								
8.5	Steering bearing	2								
8.6	Spindle (RH) assembly (including Bearing, Seals & etc)	2								
8.7	Spindle (LH) assembly (including Bearing, Seals & etc)	2								
8.8	Tie Rod Assembly (tie rod & Bushing)	2								
8.9	Wheel hub assembly (including Bearings, Washer, seals & etc)	2								
8.10	Wheel hub	2								
8.11	Wheel stub	20								
8.12	Wheel nut	20								
8.13	Rim (including rings , locking & etc)	2								
9	<u>Hydraulic</u>									
9.1	Pump – Hydraulic	2								

9.2	Hydraulic Pump – Seal Kit	2							
9.3	Accumulator	2							
9.4	Kit seal - Accumulator	2							
9.5	Hydraulic oil cooler assembly (including fans & etc)	1							
9.6	Hydraulic oil filter	10							
9.7	Breathing filter	5							
9.8	Cap hydraulic tank	2							
9.9	Sensor - temperature	2							
10	<u>Mast</u>								
10.1	Lifting cylinder	1							
10.2	Repair Kit lift cylinder	1							
10.3	Sides lifting chains -complete	2							
10.4	Chain Anchor	2							
10.5	Chain Sheave	2							
10.6	Tilting cylinders	2							
11	<u>Spreader</u>								
11.1	Twist lock cylinder	4							
11.2	Twist lock cylinder- kit seal	2							
11.3	Twist lock (L&R)	4							

11.4	Twist lock Sleeve	2							
11.5	Locked twistlock - Sensor	4							
11.6	Unlocked twistlock - Sensor	4							
11.7	Extension cylinder	2							
11.8	Extension cylinder- kit seal	2							
11.9	Side shifting cylinder	2							
11.10	Side shifting cylinder – kit seal	1							
11.11	Wear Pad	2							
12	<u>Electrical System</u>								
12.1	Engine shut-off unite	1							
12.2	Starter	1							
12.3	Ignition switch	2							
12.4	Alternator	1							
12.5	L.H front Head light assy.	4							
12.6	R.H front Head light assy.	4							
12.7	Tail light assy. – L.H	4							
12.8	Tail light assy. – R.H	4							
12.9	Working lights (to 20' & 40' position) on the cab	2							

12.10	Working lights on the spreader	2							
12.11	Reverse alarm	2							
12.12	Orange flashing beacons assy.	2							
12.13	Battery disconnecter	2							
12.14	Engine - Module Electronic Control Engine	2							
12.15	Engine - Programmed Module Electronic Control Engine (ready to install)	3							
12.16	Engine – Main control harness	2							
12.17	Engine - Pressure oil sensor	2							
12.18	Engine - Pressure switch	2							
12.19	Engine - Temperature sensor	2							
12.20	Transmission - Module Electronic Control	2							
12.21	Transmission – Temperature sensor	4							
12.22	Transmission - Pressure oil	2							

	sensor								
12:23	Transmission – Main control harness	2							
12:24	Transmission – shift unite assembly	2							
12:25	Radiator water level sensor	2							
Total Cost delivery FCA (nearest port and/or airport to Supplier facilities) Incoterms @ 2010									

* In the event the prices in a proposal shall be denominated in a currency other than Euro, those prices shall be converted by APC to Euro, according to representative rate published by the Bank Of Israel at last date set for submission of Proposals as defined in the IFP..

** Proposers are required to indicate their proposals for all items hereinabove. In the event a spare part which was listed above is not applicable to the proposed ECH-FLT and therefore is not required for the actual operation and maintenance of the proposed ECH-FLT, please indicate such spare part as "not applicable" and provide full explanation regarding its inapplicability.

Date: _____

Signature & Stamp: _____

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A Ashdod Port Company Ltd. (APC)

Subject: ████
████

1. We, the undersigned, hereby submit our Proposal with respect to the above mentioned Tender for the supply of two (2) Empty Container Handler-Fork Lift Trucks (hereinafter referred to as each, a "ECH-FLT", and collectively, "ECH-FLTs"), warranty, spare parts and training services and an option for a period of three (3) years from the date of APC's execution of the Agreement (as defined in the Invitation For Proposals document) for the supply of up to additional six (6) ECH-FLTs.
2. We hereby confirm that we have read and understood all Proposal Documents (as such term is defined in the Invitation for Proposals document), including, without limitation, the Technical Specifications (as defined therein).
3. Attached please find all documents, information, data & certificates as specified in Section 2 to the Invitation for Proposals document.
4. We hereby commit that the spare parts required for the proper operation of the ECH-FLTs, in accordance with the Technical Specifications, will be made available to APC throughout and until the lapse of at least six (6) years from the expiration of the Warranty Period (as defined in the Agreement) of the ECH-FLT last delivered to and accepted by APC.
5. We hereby commit that the spare parts' prices proposed by us in our Financial Proposal will be valid and binding upon us until the lapse of at least one (1) year from the date of signature of the Agreement by both parties. As of the second year of the Agreement the

prices of the spare parts may be increased by up to two (2) percent, per each year, all subject to negotiations conducted in good faith with APC.

6. We agree to submit one (1) ECH-FLT for test and trial by APC for a period of up to three (3) months, in accordance with ~~85~~ to the Invitation for Proposal and ~~86~~ to the Agreement, as requested by APC.
7. Our Proposal shall be valid for six (6) months from the last date set for the submission of the Proposals in the Invitation for Proposals document.
8. We acknowledge and agree that APC may conduct negotiations with selected Proposers.
9. We acknowledge and agree that APC is not obligated to accept the most inexpensive Proposal or any other Proposal.
10. We acknowledge and agree that in the event our Proposal will be selected by APC, APC shall be entitled to provide our Proposal for the review of Proposers which were not selected, including also those parts of our Proposal that we have marked as containing commercial secrets and we shall not have any claims with respect thereto.

Date

Proposer signature & stamp

ATTACHMENT D

AGREEMENT No. ASH-1021-7.2013

Made this _____ day of _____ 2013

By and Between

ASHDOD PORT COMPANY LTD.
Company Registration Number 51-356977-2
of Ashdod Port, Ashdod 77191, Israel ("APC")

And

_____]
of _____ ("Supplier")

(the "Supplier" and "APC" are each referred to as a "Party" and collectively as "Parties")

For

The Supply of EMPTY CONTAINER HANDLERS - Fork Lift Trucks (ECH-FLT)
for ISO Empty Containers Additional Services

Whereas: APC wishes to purchase two (2) EMPTY CONTAINER HANDLERS - Fork Lift Trucks for **ISO** empty containers (each, an "ECH-FLT", and collectively, "ECH-FLTs" as further defined below) and to be provided with training services, spare parts and warranty; and

And Whereas: APC requires an option for a period of three (3) years from the date hereof to purchase up to six (6) additional FLT's as further indicated below (the "**Option**"); and

And Whereas: APC has issued Tender No. ASH-1021-7.2013 for the purchase and supply of ECH-FLT's (the "**Tender**"), so as to ensure the Supplier's capability to conform to any and all standards of performance, stated, *inter alia*, in the Tender Technical Specifications (as defined below); and

And Whereas: The Supplier was elected to supply the ECH-FLT's as per its proposal dated _____ and its exhibits and all documentation and data attached thereto, as amended in writing pursuant to negotiations conducted between the Parties (the "**Proposal**");

It is therefore Agreed Declared and Stipulated between the Parties:

1. Preamble. The preamble to this Agreement and its appendices constitute an integral part hereof. The sections' headings contained in this Agreement are for convenience only and do not constitute matters to be considered interpreting this Agreement.

2. Definitions. In this Agreement, the following terms shall have the meaning ascribed to them below:

2.1. "**Agreement**" means: this Agreement.

2.2. "**Warranty Bank Guarantee**" means: a bank guarantee provided by the Supplier with respect to each ECH-FLT separately in favor of APC, which shall remain in full force and effect for the duration of the Warranty Period of the respective ECH-FLT (as such term is defined in Section 16 herein), in an amount equal to **10%** of the price of each ECH-FLT delivered to APC, and in the form Attached hereto as **Appendix A**.

2.3. "**Certificate of Acceptance**" means: a document in the form of **Appendix E** attached hereto stating that a certain ECH-FLT has successfully passed the Acceptance Tests (as such term is defined below).

2.4. "**ECH-FLT**" or "**ECH-FLTs**" means ECH-FLT for ISO empty containers of at least 7 ton lifting capacity under the spreader and at least **5** containers (9'6") stacking height (with 20' — 40' side telescopic spreader) in compliance with the Technical Specifications as defined below, and in accordance with provisions of this Agreement.

2.5. "**Rejection**" means: the right of APC to reject acceptance of any specific ECH-FLT as a result of the failure of such ECH-FLT to successfully pass the Acceptance Tests, in accordance with the procedure set forth in Section 7 herein.

2.6. "**Rejection Notice**" means: a notice from APC to Supplier with respect to the Rejection of a specific ECH-FLT.

2.7. "**Proposal Technical Specifications**" means: the technical specifications set forth in Supplier's Technical Proposal submitted as part of its Proposal, as such were amended and restated following negotiations with APC prior to the date hereof, included herein by reference and made a part hereof; "**Tender Technical Specifications**" means: the technical specifications attached to the Tender documents as Attachment A thereof, included herein by reference and made a part hereof; "**Final Technical Specifications**" means: the final technical specifications for the ECH-FLT attached to the ECH-FLTs Purchase Order, **Appendix B** hereto. In the event of contradiction between the "Proposal Technical Specifications", the "Tender Technical Specifications" and the "Final Technical Specifications", the "Final Technical Specifications" shall prevail. In the event that an item is not listed in the "Final Technical Specifications" but is listed in the "Proposal Technical Specifications" or in the "Tender Technical Specifications", such item shall be deemed to be included by reference also in the "Final Technical Specifications". In the event that with respect to any specific item there is information missing in the "Final Technical Specifications" and such information is listed in the "Tender Technical Specifications" or in the "Proposal Technical Specification", such information shall also be deemed to be included by reference in the "Final Technical Specifications".

The Proposal Technical Specifications, the Tender Technical Specifications and the Final Technical Specifications shall be referred to as the "**Technical Specifications**".

Other capitalized terms shall have the meaning ascribed to them below.

3. General. The Supplier hereby undertakes to supply and deliver ECH-FLTs and related spare parts and services to APC pursuant to the terms of this Agreement, and to grant APC all rights necessary and/or desirable for the unhindered use of the ECH-FLTs and the spare parts by APC for its purposes.

4. Purchase Orders; Delivery. APC shall purchase two (2) ECH-FLTs (without derogating from APC's option to order up to additional six (6) ECH-FLTs) by submitting a written purchase order in the form attached hereto as **Appendix B**, within 30 days as of signature of the Agreement by both Parties, provided that, all documents and authorizations required to be submitted by Supplier were furnished and approved by APC ("**ECH-FLTs Purchase Order**")

or "FPO"). At APC's discretion, the first FPO may be made for an ECH-FLT which will serve as a Testing Unit, in accordance with the provisions of Section 6 herein. Within three (3) business days following dispatch of each FPO, Supplier will confirm receipt thereof in writing and will be bound to supply such number of ECH-FLTs as set forth in the FPO. To the extent no such confirmation will be made by Supplier, the FPO will be deemed approved and binding upon Supplier on the fourth business day following its dispatch. Any ECH-FLT underlying an FPO will be delivered to APC's premises at Ashdod Port, Israel ("**Destination**") and Accepted by APC within

___ following the date of acceptance of the FPO as above mentioned (the "**Final Delivery Date**"). The ECH-FLT will be sent via sea transport. The Supplier shall inform APC at least one (1) month in advance of the expected date of delivery. The Supplier shall bear all risks and costs of any kind (other than payment of import duties imposed in Israel, if applicable) in connection with the shipment of the ECH-FLTs to the Destination, including, without limitation, all damages due to the carriage by sea transport and will continue to bear all such risks and costs in connection with the ECH-FLTs until Delivery thereof (as defined below) in accordance with the terms hereof. It is clarified that APC shall not be responsible for and shall neither assume any risk nor pay any cost in connection with the ECH-FLTs prior to the issuance of a Certificate of Acceptance with respect thereof, except with respect to payment of import duties imposed in Israel, to the extent applicable, and payment of the Down Payment, subject to the terms hereof. Notwithstanding the above, in the event of war, war risks or world energy crisis as a result of which a special shipment impost is imposed on the ECH-FLTs shipment via sea carriage, APC shall reimburse the Supplier for such special impost, provided that, Supplier has taken all reasonable necessary steps in order to reduce or avoid such costs and furnish APC with substantiating documents for the above costs incurred to the satisfaction of APC.

In addition to the foregoing, subject to the provisions in Sections **14** and **16** herein, to the extent that APC shall require any spare parts for the ECH-FLTs, it shall issue a purchase order to that effect ("**Spare Parts Purchase Order**" or "**SPO**"). Within three (3) business days following dispatch of each **SPO**, Supplier will confirm receipt thereof in writing and will be bound to supply the spare parts as set forth in the **SPO**. To the extent no such confirmation will be made by Supplier, the purchase order will be deemed approved and binding upon Supplier on the fourth business day following its dispatch. Supplier undertakes to deliver the spare parts required FCA (nearest port and/or airport to Supplier facilities) Incoterms ® 2010 *Supplier facilities* in _____, in the shortest time possible, and in any event, not later than ten (10) calendar days as of the date of acceptance the respective **SPO** as above mentioned.

5. Late Delivery – Liquidated Damages. In any event of delivery of ECH-FLTs after the Final Delivery Date, Supplier will pay APC one half of one percent (0.5%) of the price of each ECH-FLT per each week or any part thereof of delay of delivery of such ECH-FLT beyond the Final Delivery Date applicable to such ECH-FLT ("**Liquidated Damages**"), provided that, such Liquidated Damages shall not exceed an amount equal to 10% of the ECH-FLT price. It is agreed that APC will not be entitled to the Liquidated Damages for delays of less than thirty (30) calendar days, but for any delay of more than thirty (30) calendar days after the Final Delivery Date, the Liquidated Damages will accrue from the Final Delivery Date until actual delivery of the relevant ECH-FLT. It is agreed that the Liquidated Damages will serve as a non-exclusive recourse against Supplier, without prejudice to any other rights of APC, and both Parties hereby agree that the Liquidated Damages are reasonable and in proportion to the rights and obligations underlying this Agreement. In the event that Delivery will be delayed by more than sixty (60) calendar days after the Final Delivery Date, such delay will be deemed a material breach of this Agreement by Supplier (a "**Delay Breach**"). In the event of a Delay Breach, APC shall be entitled to each of the following cumulative remedies to be enforced or waived at APC's discretion (i) collect Liquidated Damages, (ii) terminate this Agreement forthwith and in such event Supplier shall not be entitled to any payment from APC hereunder

and Supplier shall immediately return the Down Payment, or (iii) allow Supplier additional time for delivery (in such case Liquidated Damages will continue to accrue as set forth above), all of the foregoing without prejudice to APC's other rights and remedies hereunder and under applicable law, including, without limitations, its right to demand enforcement of this Agreement and its right to demand payment of the amount covered by the Payment Guarantee from the issuing bank in any event where the Down Payment was not returned to APC by Supplier as set forth in this Agreement. For all purposes hereof, "**Delivery**" shall be deemed made only upon arrival of an ECH-FLT to the Destination and provided that such ECH-FLT has passed the Acceptance Tests set forth in Section 6 herein and a Certificate of Acceptance (in the form attached hereto as **Appendix E**) was delivered to Supplier by APC.

6. Acceptance of ECH-FLT; Testing Unit. Supplier and APC shall mutually coordinate the execution of the Acceptance Tests set forth below in Ashdod Port, in accordance with a detailed testing procedure schedule, which will be submitted by Supplier to APC for approval within ninety (90) days of the date hereof (such approval shall be granted, delayed or denied in the reasonable discretion of APC taking into account the purposes of this Agreement and the performance required from the ECH-FLTs by APC), which shall include at least: (i) inspection and repair of voyage damages; (ii) removal of all voyage protection materials; (iii) assembly and installation as and if required; (iv) complete checkup of any ECH-FLT to ascertain that the ECH-FLT meets the Technical Specifications (as defined hereinabove); and (v) handing over of the relevant ECH-FLT to APC in a fully serviceable and operational status (all of the foregoing cumulative tests, the "**Acceptance Tests**"). It is clarified that if any work shall be needed in connection with the Acceptance Tests, including, without limitation, any repair, assembly of parts, or other action, whether on the site of the Acceptance Tests or in the Service Facility (as defined below), such work or other action will be done by the Supplier or to the extent required by the Service Facility but in any event as soon as possible and at Supplier's sole cost, risk and expense.

Without derogating from the generality of the aforesaid, the first ECH-FLT underlying the first FPO may, at APC's discretion, serve as a Testing Unit. The Testing Unit shall be used by APC for up to three (3) months and shall be evaluated in terms of performance and compatibility to the special needs of APC and its personnel ("**Testing Period**"). In the event that during or immediately following the Testing Period APC will decide to cancel the purchase of the Testing Unit from the Supplier, APC shall so notify the Supplier in writing and shall be entitled to return the Testing Unit to Supplier, at APC's expense and risk, subject to the return to APC of the Down Payment (as such term is defined in **Section 10** herein) by Supplier. In such event, not later than thirty (30) days following receipt by APC of the Down Payment for the Testing Unit, as aforesaid, APC shall ship the Testing Unit back to Supplier (by sea transport) and Supplier will **extend to APC** all reasonable assistance in clearing the Testing Unit for shipment and passing the Testing Unit through customs at the port to which Testing Unit shall be shipped (which, unless agreed otherwise by APC shall be the port from which the Supplier initially sent the Testing Unit to APC). APC shall also reimburse Supplier for the costs of transport of the Testing Unit to APC (if such shall be substantiated by documentation) and pay the Supplier fees in the amount equal to two (2) percent of the ECH-FLT's price, per each month or any part thereof, of use of the Testing Unit during the actual Testing Period. For the avoidance of doubt, it is agreed that only after repayment of the Down Payment as set forth above, shall APC return the Payment Guarantee applicable to the Testing Unit to Supplier.

For the avoidance of any doubt, it is hereby clarified that failure of the Testing Unit to perform to the satisfaction of APC during the Testing Period shall entitle APC, at its sole and absolute discretion, to terminate this Agreement and not to order any other ECH-FLTs (or related spare parts and services) from Supplier and to order the same from other vendors without limitation. Supplier acknowledges that the criteria upon which the Testing Unit shall be evaluated may be subjective to the specific needs of APC and its personnel and irrevocably waives any claim of any kind in connection with the testing of the Testing Unit and/or the decision of APC whether to continue use of the Testing Unit and order additional ECH-FLTs or to terminate this Agreement as set forth above, all of the foregoing to remain in the sole discretion of APC. Supplier agrees that the foregoing provisions are reasonable and are basic terms of this Agreement which APC relies on when entering into this Agreement and that the same are

required for APC in connection with the purchase of equipment of the scope, magnitude and cost of the like of the ECH-FLTs.

7. **Rejection.** Upon Rejection of any ECH-FLT, pursuant to Acceptance Tests, APC will send, within seven (7) business days, a Rejection Notice to Supplier, and will inform Supplier of the reasons for such failure in reasonable detail. Supplier will then have fifteen (15) business days to repair such failure/s at its own expense as set forth above. Upon repair of said failure/s, Supplier and APC shall conduct another Acceptance Test substantially similar to the first Acceptance Test (the "**Second Acceptance Test**"). If any applicable ECH-FLT fails at the Second Acceptance Test, Supplier will then have additional ten (10) business days to repair such failure/s, following which Supplier and APC shall conduct a final Acceptance Test ("**Final Acceptance Test**"). If any applicable ECH-FLT fails to successfully pass the Final Acceptance Test, then, upon written demand by APC, Supplier shall take all required steps so that the rejected ECH-FLT will be taken back to the Supplier's premises (or otherwise removed from APC's premises) and the Supplier shall pay all costs of removal of the rejected ECH-FLT from APC's premises and all other costs and risks of loss or damage with respect to the rejected ECH-FLT and in connection with its return to Supplier's premises and/or removal from APC's premises. In addition, APC shall have the right, but not the obligation, to require Supplier to deliver a replacement ECH-FLT in lieu of the rejected one which will be provided to the Destination at the sole cost and risk of Supplier within such period of time as shall be reasonably determined by APC in said request. To the extent APC shall exercise this right, the new ECH-FLT delivered will be subject, in all respects, to the same terms and conditions as set forth in this Agreement with respect to the original ECH-FLT delivered. It is agreed that the failure of an ECH-FLT to pass the Final Acceptance Test will cause material damages to APC which is relying on the credible supply of fully compliant ECH-FLTs from Supplier. Therefore, Supplier acknowledges and agrees that any Rejection of an ECH-FLT may cause APC to consider Supplier as a non-reliable vendor and seek immediate action to replace it and purchase ECH-FLTs from another vendor(s).

Thus, upon Rejection of any ECH-FLT following the Final Acceptance Test thereof, APC shall also be entitled to terminate this Agreement immediately and without prejudice, and the Supplier shall not be entitled to any payment for any rejected ECH-FLT. If the circumstance provided for above shall occur, then, APC may, in its discretion, require that all Down Payments for ECH-FLTs not yet delivered (to the extent applicable) shall be immediately returned to APC, in addition to the immediate return of the Down Payment for the rejected ECH-FLT. For the avoidance of doubt, it is agreed that only after repayment of the Down Payment(s) as set forth above, shall APC return the Payment Guarantee(s). In addition, the Parties agree that if APC shall be entitled to be repaid the Down Payment by Supplier and Supplier shall be delinquent in such repayment for over fourteen (14) days, APC shall be entitled to submit the Payment Guarantee to the bank for payment.

8. **Consideration.** The Supplier shall be entitled to payment for the ECH-FLT only to the extent the ECH-FLT passed the Acceptance Tests (or any subsequent Acceptance Test, as applicable), in accordance with the prices set forth in **Appendix D** hereto. For the avoidance of any doubt, the consideration for any ECH-FLT shall also include the training activities described in Section **15.1** herein and the Warranty under Section **16** herein. For the avoidance of doubt, any Down Payment paid shall be deemed to be held in escrow by the Supplier for the benefit of APC until the relevant ECH-FLT passed the Acceptance Tests, and to the extent it has failed to pass the Final Acceptance Test, such Down Payment shall be repaid to APC as set forth above in this Agreement. The consideration for spare parts shall be in accordance with the prices set forth in **Appendix D** or as agreed by the Parties in good faith in relation to spare parts which are not specified in Appendix D.

9. Taxes, Duties and Clearance.

9.1 All prices hereunder do not include Israeli V.A.T and duties and levies imposed in Israel (which duties and levies shall be paid by APC), but include all other governmental excise, sales, use, customs or other taxes or duties, including, without limitation, all taxes in connection with the sale and use of ECH-FLT's hereunder.

9.2 APC shall carry out the clearance from customs, in Israel, of each deliverable under this Agreement, either by itself or through or by customs agents of APC's choice.

10. Terms of Payment. Payment for ECH-FLT's shall be made as follows: (i) the sum of

, constituting thirty percent (30%) of the price set forth in the FPO (in accordance with the prices set forth in Appendix D hereto), shall be paid by APC as a down payment to the Supplier by way of wire transfer to Supplier's bank account (which details are: Account No. _____; Bank _____, residing at _____; SWIFT Code _____) ("**Supplier's Bank Account**" and "**Down Payment**", respectively), and against a valid invoice. The Down Payment shall be paid by APC not later than thirty (30) days following the issuance by Supplier of a Payment Guarantee, with respect of each ECH-FLT (in the form attached hereto as Appendix C), in favor of APC, which shall remain in full force and effect until a Certificate of Acceptance has been issued with respect of the applicable ECH-FLT and Final Payment (as defined hereunder) has been transferred by APC to Supplier, or until repayment of the Down Payment by Supplier in case of rejection of ECH-FLT's as set forth above, as applicable; and (ii) the sum of

constituting the remainder seventy percent (70%) of the price set forth in the FPO (in accordance with the prices set forth in Appendix D hereto), shall be paid by APC to Supplier by wire transfer to Supplier's Bank Account not later than thirty (30) days following the issuance by APC of a Certificate of Acceptance with respect of the applicable ECH-FLT, and against a valid invoice ("**Final Payment**"). For the avoidance of any doubt, the Final Payment shall only be paid by APC following provision by Supplier of the Warranty Bank Guarantee for the relevant ECH-FLT, in the form attached hereto as Appendix A. Any invoice must include a detailed breakdown of the price of any ECH-FLT covered thereby, and will particularly include a breakdown of all taxes, duties and other similar costs comprising the total price of such ECH-FLT.

Payment of the fees for the training services rendered by Supplier or for spare parts delivered by Supplier, as applicable, shall be made within thirty (30) days as of the end of the month during which the services were rendered or spare parts were delivered and against a valid, properly detailed invoice.

APC may, at its sole discretion, accept guarantees that do not exactly match the formats attached as Appendix A and/or Appendix C hereto, provided that each guarantee meets the following conditions: (1) It shall be in force for a period no shorter than required; (2) No limitation shall be placed on the option to collect on the guarantee, beyond the limitations prescribed in the formats attached hereto as Appendixes A and/or C, as applicable.

11. Offset. APC shall have the right to offset any amounts due to APC from Supplier, and any amounts that are to be borne by Supplier in connection with this Agreement, from any amount due to Supplier from APC. All the foregoing amounts shall be deemed specific amounts eligible for offset under applicable law and Supplier waives and shall not make any claims against APC's right of offset.

12. Right and Title. Notwithstanding anything herein to the contrary, Supplier warrants and undertakes that full, complete and sufficient right and title to any ECH-FLT and all deliverables imbedded therein, free and clear of any third party rights or claims whatsoever will pass to APC upon issuance of a Certificate of Acceptance for such ECH-FLT by APC. Notwithstanding

anything herein to the contrary, Supplier warrants and undertakes that full, complete and sufficient right and title to any spare parts furnished to APC, free and clear of any third party rights or claims whatsoever will pass to APC upon loading of such spare parts to the carrier FCA (nearest port and/or airport to Supplier facilities) Incoterms ® 2010 Supplier's premises in _____ . Without limiting the generality of the foregoing, Supplier warrants and undertakes, that APC will, upon receipt of title as aforesaid, have a fully paid-up, irrevocable right to use the ECH-FLT, spare parts and deliverables, as applicable, without any limitation whatsoever, including, without limitation, the right to allow such non limited use of the ECH-FLT to third parties, for consideration or for no consideration, and that such use will not violate or infringe any right of any third party.

13. Service Facilities. Supplier hereby undertakes and commits that Supplier maintains a maintenance service company/station in Israel or will establish a service company/station upon winning the Tender and not later than the Delivery of the Testing Unit or the first ECH-FLT, as applicable ("**Service Facility**"). The Service Facility is subject to APC's prior written approval in terms of its ability to provide a quality of service conforming to the industry's highest standards. Supplier further undertakes and commits that the Service Facility shall be authorized by the Ministry of Transportation in Israel ("**MOT**") for repairs and maintenance of earth moving machinery and ECH-FLTs or trucks and shall secure and maintain all licenses and permits required for rendering services to APC in connection herewith. Upon winning the Tender and no later than the Delivery of the first ECH-FLT, as applicable, Supplier shall submit to APC all documents certifying its Service Facility compliance with the requirements of this Agreement.

14. Spare Parts

14.1. Supplier hereby undertakes and commits that the prices for the spare parts indicated in Appendix D, will be valid and binding upon Supplier until the lapse of at least **one (1) year** from the date of signature of the Agreement by both Parties. Supplier shall be entitled to increase the spare parts' prices purchased (if purchased) as of the **second year** of the Agreement by up to **two (2) percent**, per each subsequent year, all subject to negotiations conducted in good faith with APC

14.2. Supplier undertakes that any and all of the spare parts required for the proper operation of the ECH-FLTs in accordance with the Technical Specifications will be made available to APC throughout and until the lapse of at least six (6) years from the expiration of the Warranty Period (as defined below) of the ECH-FLT last delivered to and accepted by APC.

15. Training.

15.1. Supplier shall provide training, at APC's site, to APC's operators, mechanical technicians and electricians, as follows:

- (i) Operators' training: two (2) courses of two (2) days each (total 4 days) of system theory and practice;
- (ii) Mechanical technicians' training: two (2) courses of one week each (total 2 weeks) training in performing routine maintenance and troubleshooting;
- (iii) Electricians' training: two (2) courses of one week each (total 2 weeks) training in performing routine maintenance and trouble shooting.

The above training courses shall include up to ten (10) persons in each course. Per each two (2) units of ECH-FLTs purchased (including Option units), APC shall be entitled to receive, an operation and maintenance training as detailed above.

The first operation and maintenance training will be held no later than three (3) months as of Acceptance by APC of the first ECH-FLT.

It is clarified that the foregoing training shall be rendered to APC without any additional payment and that the consideration therefore is included in the price of the ECH-FLT set forth in Appendix D.

- 15.2. APC shall be entitled, but not obligated, to purchase from the Supplier the following additional training services for its personal at Supplier's site, in accordance with the prices set forth in Appendix D, and in which case, all related expenses with respect to APC's personnel will be borne by APC:
- (i) Mechanical technicians' training: Two (2) courses of four (4) days each (total 8 days) of system theory and practice. Air fare, hotels and per diem expenses of APC's personnel to be borne by APC;
 - (ii) Electricians' training: Two (2) courses of four (4) days each (total 8 days) of system theory and practice. Air fare, hotels and per diem expenses of APC's personnel to be borne by APC.
- 15.3. In addition, APC shall be entitled, but not obligated, to purchase from Supplier additional advanced training of six (6) days per each group of its mechanical technicians and electricians, in accordance with the prices set forth in Appendix D, to be held at APC's site at APC's request. The said advanced training shall be rendered by experts of Supplier which will travel to APC's premises from Supplier's factory in _____.
16. Warranty. In addition to Supplier's standard warranty with respect to ECH-FLT's as underlined in Supplier's warranty certificate provided with each Delivery of ECH-FLT and as submitted with Supplier's Proposal, Supplier warrants and declares that any ECH-FLT will, upon Delivery, be free from any defects in material or workmanship, under normal use or service operation and shall conform to the Technical Specifications in all respects (the "**Warranty**"), for a period of at least twenty-four (24) months from the issuance of a Certificate of Acceptance by APC for each applicable ECH-FLT, or until exhaustion of 2,500 engine hours of operation of the applicable ECH-FLT, whichever occurs first ("**Warranty Period**"). The Warranty shall include repair and/or replacement by Supplier of defective parts and/or systems, at Supplier's sole cost and expense. For the removal of any doubt, the Warranty shall also include the cost of parts (including shipment thereof and all associated risks and costs), labor, transporting of the defective ECH-FLT (or parts) to and from Supplier's workshop or Service Facility (or if required, to and from Supplier's factory), technicians and all related material and services. The Warranty shall also extend to all parts or systems, such as engines, transmissions, and batteries etc., which are not manufactured by the Supplier (without regard to any back-to-back warranties of Supplier's vendors, if and to the extent existing). The Supplier further undertakes and commits as follows:
- 16.1. Response time by the Service Facility for attending to each defect, failure or fault communicated by APC shall be within two (2) working days as of APC's first indication of such defect, failure or fault. Supplier shall continuously, while employing full capacity, perform all necessary actions and take all measures until the defect, failure or fault has been fully resolved.
 - 16.2. Urgent repairs (or small scale maintenance), as determined at APC's sole reasonable discretion, may be made by APC's personnel, and such will not derogate from (or qualify or diminish in any way) Supplier's obligations under the Warranty. In such event, Supplier shall reimburse APC all the costs and expenses incurred by APC in connection therewith.
 - 16.3. The Warranty will also include, without limitation of the foregoing, the following periodical maintenance (APC may send its personnel to participate in the performance of the periodical maintenance for training purposes):
 - 100 working hours maintenance.
 - 250 working hours maintenance.
 - 500 working hours maintenance.
 - 1000 working hours maintenance.
 - 2000 working hours maintenance.

APC will provide the oils and consumables required for the purpose of the periodical maintenance, but will not provide any spare parts which are under Warranty and which

are not to be regularly replaced at the relevant periodical maintenance procedure performed.

- 16.4. To ensure performance of all of its obligations under this Warranty, the Supplier will provide APC with a Warranty Bank Guarantee, in favor of APC within 5 days as of issuance by APC of a Certificate of Acceptance with respect to each of the ECH-FLTs, which Warranty Bank Guarantee shall be autonomous and unconditional and drawn on an Israeli bank or foreign bank approved by APC. All applicable fees and charges regarding the Warranty Bank Guarantee shall be borne by the Supplier. The delivery of the Warranty Bank Guarantee to APC shall be a condition precedent to the payment of the Final Payment with respect to the applicable ECH-FLT, as set forth in Section 10 above.
17. On-Going Warranty. The Supplier warrants that the manufacturing and supply of the ECH-FLT, spare parts and any services related thereto in connection with this Agreement will be carried out by the Supplier in accordance with the highest professional standards. The Supplier warrants that all ECH-FLTs provided to APC shall comply in all respects with all relevant requirements of a statute, statutory rule or order, or other instrument having the force of law in the State of Israel or, which may be in force at the time when the same are supplied. Supplier is not prevented by law from entering into this Agreement and performance of its obligations hereunder and the execution and performance hereof by Supplier (or any on its behalf) will not result in breach of any agreement Supplier is a party to or by which it is bound.
18. Continued Support. The Supplier will ensure that all prevailing and future know-how, programs and data required for manufacture, supply and service of the ECH-FLTs will be owned by the Supplier in a manner allowing such functions, as herein mentioned, to be performed by the Supplier from the date hereof until the lapse of the term of this Agreement.
19. The Option. For a period of three (3) years from date hereof, APC shall have the option, but not the obligation to purchase from the Supplier up to additional six (6) ECH-FLTs (reaching a total of eight (8) ECH-FLTs), on the same terms and conditions set forth herein (including, without limitation, with respect to prices, lead times for delivery, shipment, costs and risk, title, warranties, etc.) (the "**Option**"). For the avoidance of any doubt, the prices for the ECH-FLTs underlying the Option set forth above shall be the prices of the first two (2) ECH-FLTs set forth in Appendix D attached hereto. Notwithstanding the above, the prices of the ECH-FLTs underlying the Option purchased by APC as of the second year of the Agreement (if any) may be increased by up to **two (2) percent**, per each year, all subject to negotiations conducted in good faith with APC.
20. Term. This Agreement shall be in full force and effect commencing on the date it has been first executed by APC and until the lapse of the period during which Supplier is committed to make available for purchase by APC spare parts (*i.e.*, 6 years as of expiration of the Warranty Period of the ECH-FLT last delivered and accepted hereunder).
21. Termination. Without derogating from APC's right to terminate this Agreement forthwith as set forth in this Agreement above, APC may terminate this Agreement by written notice to Supplier in the event the Supplier has breached any of its obligations hereunder and has not remedied such breach within thirty (30) days of a written notice. The foregoing notwithstanding, APC will be entitled to terminate this Agreement forthwith upon a material breach of this Agreement by Supplier, and Supplier shall be entitled to terminate this Agreement to the extent APC shall be delinquent in payment to Supplier (for amounts due to Supplier, subject to any set-off by APC, if applicable) for more than sixty (60) days with respect to each separate payment. It is clarified that, a request by any Party to commence proceedings of bankruptcy, insolvency, assignment for the benefit of creditors or a similar event (whether voluntary or not) will be considered a material breach hereof by such Party and will entitle the other Party to terminate this Agreement forthwith. Termination hereof for any reason whatsoever shall not impair or derogate from APC's complete title to any ECH-FLT or spare part for which full payment was already made (subject to set-off by APC, if applicable).

22. Supplier's Liability and Insurance.

- 22.1. The Supplier shall be solely liable for, and shall fully indemnify and hold harmless APC and/or any of its officers, directors or employees against any liability, loss, damage, expense or proceeding whatsoever in connection with this Agreement resulting from or arising in connection with an act and/or omission of Supplier or anyone acting in his name or on his behalf, including, without limitation, in respect of (i) personal injury to or the death of any person; (ii) any loss or damage to property or otherwise; (iii) any infringement of any third party Intellectual Property by Supplier, the ECH-FLTs, any spare parts, any training material or technical manuals or any related services, or (iv) any breach of an undertaking, warranty or representation by the Supplier hereunder, unless and only to the extent that such are caused directly due to an act and/or omission by APC in breach of this Agreement or applicable law.
- 22.2. Without derogating from Supplier's liability pursuant to this Agreement or pursuant to applicable law, the Supplier undertakes to arrange and maintain Insurance Policies, at his own expense, with a reputable first class underwriters and insurance company, domiciled in or doing business in England and/or other EU countries and/or U.S., during the term of the Agreement, as well as for any additional period during which the Supplier is held liable (whether at law or under this Agreement) for any damage or loss suffered by any third party, including APC and/or anyone acting on its behalf, all as set forth in **Appendix F** hereto (the "**Insurance Certificate**") for its own benefit and for the benefit of APC.
- 22.3. In addition to the insurance requirements set forth in the "Insurance Certificate", the Supplier hereby undertakes to continue and maintain a Product Liability insurance policy for a period of not less than seven (7) years from the date of the provision of the goods and/or services last provided pursuant to this Agreement. The Supplier undertakes to provide APC, not later than fourteen (14) days from the date of this Agreement, with the attached Insurance Certificate duly signed by the Supplier's insurers. APC may, at its sole discretion, accept an Insurance Certificate(s) that do not exactly match the **format attached as Appendix F**, provided that, such Insurance Certificate(s) does not significantly limit the required insurance coverage.
- 22.4. APC may examine the Insurance Certificate, which the Supplier is committed to furnish as set out above, and the Supplier undertakes to make any change or amendment that will be required in order to make it conform with the Supplier's undertakings. The Supplier declares that APC's right to examine the Insurance Certificate and its right to demand amendments to the Insurance Certificate and related policies, as set out above, does not impose on APC or any party on its behalf any obligation or responsibility in relation to such Insurance Certificate, or as regards the nature, extent and validity of the Supplier's insurance coverage or with respect to the absence thereof, nor does it detract from any liability whatsoever imposed on the Supplier under this Agreement.
- 22.5. The Supplier undertakes to fulfill the conditions of the insurance policies purchased by it, fully and punctually pay the insurance premiums and arrange for and ensure that the Supplier's insurance coverage is in effect according to the Supplier's undertakings.
- 22.6. The Supplier represents and warrants that it shall not have any claims, demands and/or actions against APC and/or anyone on its behalf, concerning damage with respect to which it is entitled to receive indemnification under its insurance policies; and Supplier hereby relieves APC and/or anyone on its behalf of any liability for such damage. The foregoing shall not apply to damage caused maliciously.
- 22.7. The Supplier hereby undertakes to cause that the insurance terms to be brought to the attention of its managers, employees, subcontractors, and the Supplier shall ensure that the changes necessary to effectuate the terms of this Agreement shall be executed both with respect to its insurance policies and with respect to the insurance policies of the subcontractors or anyone on its behalf engaged in the performance of this Agreement.
- 22.8. Upon APC's request, the Supplier undertakes to produce copies of all of the insurance policies detailed in the Insurance Certificate to APC and to obtain APC's written agreement to the policy conditions and sums insured. The Supplier undertakes to submit

the approved policies to APC as aforementioned within fifteen (15) days from the date of such request. APC may condition submitting any FPO or SPO on the Insurance Certificate being delivered to it as set forth above and on the underlying policies conforming to all of the provisions of such certificate. Non compliance by Supplier with any provision of this Agreement with respect to insurance will be deemed a material breach hereof for all intents and purposes.

23. APC's Liability. The sole liability of APC hereunder is to pay the cost of goods and services under this Agreement if and when due, and subject to any off-set rights. Under no circumstances will APC incur any liability in addition to the foregoing, whether, direct, in direct, implied or otherwise.
24. Non - Disclosure. Supplier agrees that any information relating to APC, the Invitation for Proposals (part of the Tender documents), the Tender and this Agreement, provided to or obtained by Supplier in connection herewith, will not be disclosed to any third party without the prior written consent of APC. To the extent Supplier shall assign certain obligations to sub-contractors, Supplier will only disclose information required to such sub-contractors, will make sure that such sub-contractors are bound by sufficient non-disclosure obligations, but in any event not less stringent than those undertaken by Supplier hereunder. Supplier will be responsible for any breach hereof by any employee, sub-contractor or agent of Supplier.
25. Assignment. Supplier shall not, without the consent in writing of APC, assign or transfer this Agreement or any part thereof or any right or obligation in connection herewith to any other person or party. Any assignment of all or part of this Agreement by Supplier, even if permitted hereunder shall not relieve Supplier from its obligations hereunder.
26. Independent Contractor. This Agreement does not and is not aimed to create any joined venture or partnership between Supplier and APC. Supplier shall at all time act as an independent contractor in connection with this Agreement. APC shall have no responsibility towards Supplier's employees and agents and Supplier shall be solely liable towards the same in connection with this Agreement.
27. Entire Agreement: Amendments. This Agreement, including all appendices and other documents relating hereto, constitutes the sole, entire and binding agreement among the Parties hereto pertaining to the transactions contemplated herein and embodies agreed upon terms binding upon the Parties in respect thereof. No amendments, change or modification of this Agreement or any of the provisions, terms or conditions hereof, no waiver of a right, remedy, privilege or power, or discharge of an obligation or liability, conferred upon, vested in or imposed on either Party under or pursuant to this Agreement, and no consent to any act or omission pertaining hereto shall come into operation and be effective unless duly embodied in a written instrument signed by or on behalf of the Party against whom such amendment, change, modification, waiver, discharge or consent is asserted or sought.
28. Survival. Obligations under this Agreement or any FPO or SPO, which by their nature would continue beyond the termination, expiration or other ending of this Agreement or any FPO or SPO (including by way of illustration only and not limited to, those in the Sections entitled Liability and Confidentiality) shall survive the termination, expiration or other ending of this Agreement or any FPO or SPO.
29. Failures to Exercise – No Waiver. No failure to exercise nor any delay in exercising any right, remedy, privilege or power under or pursuant to this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, privilege or power preclude any other or further exercise thereof or the exercise of any other right, remedy, privilege or power.

30. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the Parties shall be construed and enforced only to such extent as shall be permitted by law.

31. Notices. All notices hereunder will be made in writing, by fax, registered mail (with confirmed receipt) or by courier. Any notice will be deemed accepted, if sent by fax on the working day following its transmission (provided acceptance was confirmed personally or electronically), if sent by registered mail, five (5) working days following sending of the notice and if hand delivered, _____ when _____ delivered.

32. Dispute Resolution; Governing law and Venue. All disputes in connection herewith will be resolved solely under Israeli law, with no regard to its conflict of law provisions, and shall be referred solely and exclusively to the courts of Tel Aviv-Jaffa, Israel.

33. Agreement Prevailing. In any event of contradiction between the provisions of this Agreement and the provisions of any of its Appendices and/or of any other document ancillary hereto or thereto, the provisions of this Agreement shall prevail unless specifically stipulated otherwise.

IN WITNESS WHEREOF the Parties have hereunto set their hands this day and year first above written:

Ashdod Port Company Ltd.

Supplier

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

 I, the undersigned, legal counsel of _____
 ("**Supplier**"), hereby confirm that _____, who have signed this Agreement, is duly authorized to sign this Agreement on behalf of the Supplier, and that his/her signature shall bind the Supplier hereunder for all intents and purposes.

 Full Name and Signature

APPENDIX A

FORM OF WARRANTY BANK GUARANTEE

To:
Ashdod Port Company Ltd.
Ashdod Port
Ashdod 77191
Israel

(Warranty Guarantee No. _____)
(ECH-FLT No. _____)

Whereas, by Agreement No. **ASH-1021-7.2013** dated _____ (the "**Agreement**") made by and between Ashdod Port Company Ltd. of Ashdod Port, Ashdod 77191, Israel ("**APC**") and _____ with offices at _____, _____ ("**Supplier**"), the parties entered into the Agreement as herein stated;

Now, therefore, at the request of APC, we _____ [*Name of Bank*], a company incorporated in _____ and having its registered office at _____ (the "**Guarantor**"), hereby irrevocably guarantee to APC due, punctual, true, faithful and satisfactory performance by the Supplier of the obligations on its part contained in said Agreement and undertake to be responsible and indemnify APC for payment by Supplier of all sums of money, losses, damages, costs, charges and expenses that may become due or payable to APC, by or from the Supplier by reason or in consequence of the default of the Supplier in performance, execution or perseverance of its said obligations, including all and each of the Supplier's obligations under the said Agreement during the Warranty period, including without limitation, in respect of or due to faulty design, faulty workmanship, faulty dismantling for sea and land conveyance, faulty materials or components, faulty operation, faulty installation, faulty transport etc., but so nevertheless that the total amount to be determined or regarded or collected by APC of or from us immediately upon the demand of APC shall not exceed the sum of _____, comprising ten percent (10%) of the Agreement price of ECH-FLT No. _____.

This Guarantee shall not be revocable by notice or otherwise and our liability hereunder shall not be impaired or discharged by any extensions of time or variations or alterations to the Agreement (with or without our knowledge) under said Agreement.

We hereby agree that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement of Supplier and APC, and this Guarantee may be exchanged or surrendered, all without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsements, consents or guarantees by us, provided however that the sum guaranteed shall not be increased or decreased.

This Guarantee shall remain in force until _____(date) _____ that is to say, until the expiration of the Warranty Period under the Agreement.

For collecting any amount under this Guarantee, APC shall not have to produce any judgment or any other judicial document, nor shall it have to prove any breach, failure or non-compliance on the part of Supplier or on the part of any person acting for Supplier or on its behalf or in its name or any other person, and a written demand from APC, posted by Air Mail to the Guarantor's address set forth below shall be sufficient for all purposes of this Guarantee, and specifically shall be sufficient to collect any sum(s) up _____ [*To be inserted*] under this Guarantee from the Guarantor immediately upon demand by APC. The form of the demand shall be substantially similar to the following form:

“Pursuant to the Guarantee issued by you on _____, you are hereby instructed to pay immediately to Ashdod Port Company Ltd., the sum of _____ to account number _____ at _____ [*name of bank*].

APC authorized signatory”

shall be sufficient for all purposes of this Guarantee, and specifically shall be sufficient to collect any sum(s) under this Guarantee from the Guarantor immediately upon the demand of APC.

Except for the demand specified above, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

The Guarantor hereby waives any notice of any default on the part of the Supplier and hereby waives any demand by APC for payment by Supplier to APC

No Action, event or condition, which by any applicable law should operate to discharge us from any liability hereunder shall have any effect and we hereby waives any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Dated this _____ day of _____ 2013.

Signed by:

An authorized signatory for and on
behalf of the Guarantor in the presence
of :

APPENDIX B

ECH-FLTS PURCHASE ORDER

[Details of Supplier]

Via fax:

Dear Sirs,

Re: **ECH-FLTS PURCHASE ORDER**

We hereby submit this ECH-FLTs Purchase Order with respect of _____ ECH-FLT(s) (as such term is defined in the agreement executed on _____ by and between Ashdod Port Company Ltd. ("APC") and _____ [Supplier] (the "**Agreement**") and which included herein by reference, in compliance with the Technical Specifications (as defined in the Agreement), including, provision by Supplier of training, Warranty and documentation all as further specified in the Agreement in accordance with the following terms and conditions:

- 1 **Price per unit of the ECH-FLT:** _____.
1.1 **Options:** _____
- 2 **Delivery:** Ashdod Port, Ashdod, Israel.
- 3 **Delivery Date:** _____
- 4 **Payment terms:** according to the terms of the Agreement.

The **Final Technical Specifications** as defined in the Agreement are attached hereto and made a part hereof.

It is hereby clarified that any and all ECH-FLTs provided under this Purchase Order will be deemed delivered only after having successfully passed the Acceptance Tests (as such term is defined in the Agreement) at APC's premises and the issuance of a Certificate of Acceptance (as defined in the Agreement) by APC with respect to the applicable ECH-FLT, all subject to the terms of the Agreement.

Nothing herein contained may be construed as to limit the scope of Supplier's obligations and warranties under the Agreement.

Ashdod Port Company Ltd.

By: _____

Title: _____

Date: _____

APPENDIX C

FORM OF PAYMENT GUARANTEE

To:
Ashdod Port Company Ltd.
Ashdod Port
Ashdod 77191
Israel

(Payment Guarantee No. _____)
(ECH-FLT No. _____)

Whereas, _____ by _____ Agreement No. **ASH-1021-7.2013** dated _____ executed by and between Ashdod Port Company Ltd. ("**APC**") and _____ ("**Supplier**") the parties entered into an agreement as _____ therein stated;

Now, we _____ (the "**Guarantor**") hereby irrevocably guarantee to APC to be responsible and indemnify APC for repayment by the Supplier to APC of the sum of _____, which represents amounts that are due to APC from the Supplier and/or that have been paid, advanced, disbursed or forwarded, directly or indirectly to the Supplier by APC and/or pursuant to the aforesaid Agreement.

This Guarantee shall only be revocable by a written notice provided to us by APC, and our liability hereunder shall not be impaired or discharged by any extensions of time or variation or alterations made, given, conceded or agreed (with or without our knowledge or consent) under the said Agreement.

We hereby agree that any part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement of Supplier and APC, and this Guarantee may be exchanged or surrendered, all without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsements, consents or guarantees by us, provided however that the sum guaranteed shall not be increased or decreased.

This Guarantee shall remain in full force and effect until _____[DATE] [*At least nine (9) months following the Final Delivery Date (as defined in the Agreement) with respect to the applicable ECH-FLT*], whereupon, APC shall return this Guarantee to the Guarantor. The return of this Guarantee to the Guarantor as aforesaid constitutes the cancellation of this Guarantee.

For collecting any amount under this Guarantee, APC shall not have to produce any judgment or any other judicial document, nor shall it have to prove any breach, failure or non-compliance on the part of the Supplier or on the part of any person acting on his behalf or in his name or any other person, and a written demand by APC, or by a person nominated in writing by APC, in accordance with the following form:

"Pursuant to the Guarantee issued by you on _____, you are hereby instructed to pay immediately to APC the sum of _____ to Account Number _____ at _____[Name of Bank].

"APC authorized signatory"

shall be sufficient for all intents and purposes of this Guarantee, and specifically shall be sufficient to collect any sum(s) under this Guarantee from the Guarantor immediately upon the demand of APC.

Except for the demand specified above, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

The Guarantor hereby waives any notice of any default on the part of the Supplier and hereby waives any demand by APC for payment by Supplier to APC.

No Action, event or condition, which by any applicable law should operate to discharge us from any liability hereunder shall have any effect and we hereby waives any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Date: _____

Guarantor: _____

APPENDIX D

PRICES (ECH-FLT(s) & Spare parts)

[Please do NOT attach any document hereto]

APPENDIX E

CERTIFICATE OF ACCEPTANCE

ECH-FLT No. _____

To: _____ ("Supplier")

From: Ashdod Port Company Ltd. ("APC")

Re: Agreement No. ASH-1021-7.2013

We hereby certify that ECH-FLT(s) No(s). _____, _____, _____, _____, _____, _____, has been accepted on _____, after the carrying-out of the tests in accordance with the terms and conditions of the Agreement.

THIS CERTIFICATE IS ISSUED WITHOUT PREJUDICE TO THE RIGHTS AND POWERS OF APC OR OBLIGATIONS OF SUPPLIER UNDER THE AGREEMENT AND/OR APPLICABLE LAW.

For APC:

By: _____

Title: _____

Date: _____

APPENDIX F

INSURANCE CERTIFICATE

[Please note, Supplier may submit instead of the following Insurance Certificate, two insurance certificates: (i) Insurance certificate with respect to Public (third party) liability insurance policy and Product Liability which shall be issued by the Supplier's insurer; and (ii) Insurance certificate with respect to Employer's Liability Insurance/Workers Compensation which shall be issued by Supplier's Local Representative's insurer. In such event APC will provide the versions of the two Insurance Certificates to Supplier and may insert certain amendments, as it deems necessary, to Section 22 above.]

Date: _____

To: ASHDOD PORT COMPANY LTD. (hereinafter "APC")

Insurance Certificate in connection with the provision of ECH-FLTs for ISO empty containers and additional services pursuant to an Agreement executed between APC and _____ (the "Supplier") on _____ (the "Agreement")

We hereby confirm that as of _____ and until _____, we have issued in favor of the Supplier, its sub-contractors and/or anyone acting on their behalf, the following insurance policies with respect to the Supplier's activity pursuant to the Agreement. The name of the insured under these policies has been extended to include APC as additional insured party.

1. Employer's Liability Insurance / Workers Compensation:

Covering the Supplier's legal liability towards any one engaged by him in providing the services with a limit of liability thereof shall not be less than \$US 1,500,000 for any one occurrence and for any one insurance year.

This policy does not include any restriction in respect of contractors, sub-contractors or their employees, work performed in heights or in depths, demolition and/or explosive work, food or drink poisoning, work performed by minors, civil riots, workers from the occupied territories, strikes, and/or work and/or rest hours.

The insured's name in the above policy shall be extended to include APC in the event that it is determined that APC is liable as an employer of any such person.

2. Public (Third Party) Liability Insurance Policy:

Covering the Supplier's legal liability towards any third party in respect of any loss or damage caused during the period of the Agreement and/or in connection therewith, with a limit of liability of not less than \$ US 1,000,000 per event, and for one insurance year.

The insurance is extended to cover APC and those acting on its behalf for their liability for the actions and/or omissions of the Supplier and/or anyone acting on its behalf, subject to a cross-liability clause pursuant where to the policy shall be deemed to have been taken out separately for each of the insured listed on the policy.

This Insurance is not subject to any limitation regarding liability deriving from lifting devices, cranes or elevators, loading and unloading, strikes and lock-outs, riots and commotion, contractors and sub-contractors and their workers, damage to property on which the insured or any person in its service are or were working on at the time of the occurrence of the insurance event, vehicles (with the exception of liability under the Israeli Road Accident Victims Compensation Law, 5735-1975, as applicable) up to the sum of \$250,000 above the insurance amount covered under the vehicle insurance within the scope of third party property insurance.

Any person employed under the Agreement not being a direct employee of the Supplier, will be deemed to be a third party under this policy.

This Insurance will explicitly state that APC and its property and workers, shall be regarded as third party.

3. Product Liability

Product liability insurance with a limit of liability of no less than US\$ 1,000,000 per event and in aggregate for the annual insurance term, covering the Supplier's legal liability in respect of equipment, including supplementary/ancillary equipment and/or any type of machinery, spare parts, etc., which shall be supplied and/or installed and/or otherwise treated by the Supplier or on its behalf (the "Equipment") pursuant to the Agreement.

The policy is extended to indemnify APC and all those acting on its behalf, for their liability for personal injury or damage to property which is caused due to the Equipment, subject to a cross-liability clause, pursuant to which the policy is considered to have been procured separately for each of the insured entities, as if it was issued solely in such name. The policy shall apply retroactively as of the date at which the Supplier supplied the Equipment, even if supplied prior to the execution of the Agreement.

The policy includes an extended reporting period clause of at least 12 months, pursuant to which, in the event that the insured party does not renew the said policy, the policy shall cover damage which originated during the insurance period, with respect to which notification was sent to us during the notification period.

The following provisions apply to the above policies:

- a. The said policies have preference over any other insurance procured by APC, and the insurer hereby waives any claim or demand, which it may have with respect to the participation of their insurances.
- b. We waive our right to subrogation against APC and anyone acting on its behalf, including their employees and officers. The policies described above shall not be reduced or cancelled, without 60 days prior written notification thereof, sent to the APC via registered mail.
- c. The policies shall be subject to worldwide territorial limits and jurisdiction.
- d. We agree to submit to the exclusive jurisdiction of the courts in the State of Israel.
- e. We are aware that the Supplier alone is liable for payment of the insurance premiums and deductibles.

This confirmation is subject to the terms, conditions and provisions of the original policies insofar as not expressly altered by the foregoing.

Yours faithfully,

Insurance Co. Ltd

Signatory's name and position

Attachment E

The Quality and Technical evaluation of each Technical Proposal will be made according to the following detailed list and values:

Total evaluation score - <u>ECH-FLT 18 TON</u>		
1	Operational checking	35%
1.1	Capacities	30%
1.1.1	Nominal Capacity (basic, no attachments)	25%
1.1.2	Lift Capacity under the spreader (SWL)	25%
1.1.3	Forward tilt angle	10%
1.1.4	Backward tilt angle	15%
1.1.5	Drawbar pull	25%
1.2	Performance	45%
1.2.1	Turning radius – in	14%
1.2.2	Turning radius – out	14%
1.2.3	Top travel speed without load	16%
1.2.4	Top travel speed with load	16%
1.2.5	Lift speed with load	16%
1.2.6	Lowering speed without load	16%
1.2.7	Side shift	8%
1.3	Driver cab	25%
1.3.1	Sound level with closed windows	40%
1.3.2	Minimum temperature	20%
1.3.3	Driver's seat height	5%
1.3.4	Compliance with APC's technical specification & general impression	35%
2	Technical checking	35%
2.1	Structure design	20%
2.1.1	ECH-FLT weight	5%
2.1.2	Ration weight on drive axle – with load (50%)	4%
2.1.3	Ration weight on steer axle – with load (50%)	4%
2.1.4	ECH-FLT length	4%
2.1.5	Wheel base	15%
2.1.6	Over tires width - front	20%
2.1.7	Stability	15%
2.1.8	Air inlet heights	4%
2.1.9	Coolant capacity	4%
2.1.10	Fuel tank capacity	5%
2.1.11	Compliance with APC's technical specification & general impression.	20%

2.2	Driver cab	10%
2.2.1	Operator seat Type	15%
2.2.2	Rear & front view angles, compliance with APC's technical specification & general impression.	85%
2.3	Engine	10%
2.3.1	Manufacturer & model	10%
2.3.2	Power output net	30%
2.3.3	Torque output	30%
2.3.4	Compliance with APC's technical specification.	30%
2.4	Hydraulic system	10%
2.4.1	Working pressure ¹	35%
2.4.2	Hydraulic pump manufacturer & model	20%
2.4.3	Compliance with APC's technical specification.	45%
2.5	Travel (Drive line) system	10%
2.5.1	Transmission manufacturer & model	10%
2.5.2	Torque – max.	12%
2.5.3	Front axle manufacturer & model	10%
2.5.4	Front axle ratio (static) = rated load/actual load	12%
2.5.5	Rear axle manufacturer & model	10%
2.5.6	Rear axle ratio (static) = rated load/actual load	12%
2.5.7	Tires – manufacturer & model	8%
2.5.8	Compliance with APC's technical specification & general impression.	26%
2.6	Electrical system	10%
2.6.1	Alternator manufacturer	18%
2.6.2	Alternator rating [Amp.]	25%
2.6.3	Maintenance free battery	8%
2.6.4	Battery capacity	10%
2.6.5	CAN-BUS system	19%
2.6.6	Compliance with APC's technical specification & general impression.	20%
2.7	Mast	10%
2.7.1	Weight	20%
2.7.2	Inside Width	25%
2.7.2	Overlapping	20%
2.7.3	Compliance with APC's technical specification.	35%
2.8	Spreader	10%
2.8.1	Weight	25%
2.8.2	Material strength [N/mm ²]	35%
2.8.3	Side shift	10%
2.8.4	Compliance with APC's technical specification.	30%

2.9	Maintenance		10%
2.9.1	Oil changing frequency:		
2.9.1.1	Engine oil	13%	
2.9.1.2	Transmission oil	13%	
2.9.1.3	Hydraulic oil	12%	
2.9.2	Filters changing frequency:		
2.9.2.1	Engine oil filter	13%	
2.9.2.2	Transmission oil filter	13%	
2.9.2.3	Hydraulic oil filter	12%	
2.9.3	Compliance with APC's technical specification & general impression.	24%	
3	Maintenance and Service Facility as defined in Attachment A, Section C		5%
4	Previous experience of operations department of APC with operational FLT and ECH-FLT of proposed manufacturer.		10%
4	Previous experience of APC with the performance of prior engagements with the Proposers (including performance of the FLT's and the Service Facility).		10%
5	Number of FLT's for empty containers, of at least 7 ton lifting capacity and at least 5 containers (9'6") stacking height (with 20' - 40' side telescopic spreader) manufactured by the Proposer during the last 5 (five) years (<i>i.e.</i> , 2008-2012).		5%