

**State of Israel – Ministry of Finance**

**Accountant General Division – Israel Government Procurement Administration (IGPA)**

**Central Tender No. 05-2022**

**For the Procurement and Supply of Goods and Services in the Field of Information Security and Cyber Protection**

**Booklet No. 1: Framework Tender Documents**

**Version 3 – May 2022**

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| **The Tender Documents may be found at the website of the Israel Government Procurement Administration (IGPA at the address:** [**www.mr.gov.il**](http://www.mr.gov.il) **under the heading – Tender for the procurement and supply of goods and services in the field of information security and cyber protection** |

**Preface**

1. The Israel Government Procurement Administration (IGPA) in the Division of the Accountant General, Ministry of Finance (hereinafter: “**Administrator of the Tender**”) is publishing Central Tender Number 05-2022 for the procurement, supply, installation and maintenance of goods and services in the field of information security and cyber protection (hereinafter: “**Tender**”) for the Government ministries, the auxiliary units and accompanying bodies as detailed below in Chapter 3 to the Tender Documents: hereinafter “**Customers**”).
2. In the framework of the Tender, all the Bidders who comply with the threshold conditions will be included in the framework supplier list. During the contract period, the framework suppliers will participate in competitions as detailed in the Tender Documents together with its Appendices, at the sole discretion of the Administrator of the Tender and noting the needs of the Customers.
3. Winners will be chosen in each competition pursuant to what is stated in the Tender Documents and as defined in the competition documents, which will be published from time to time. Each of the winners will supply the goods and services required by the Customers in each of the service areas, as to be determined in the Tender Documents.
4. The winning suppliers in the competitions will be the sole suppliers for all the Customers, which will be obligated to purchase from them only, and at prices to be determined in the Tender, subject to Regulation 14B of the IC Regulations, 5753-1993 and by law.
5. In the framework of this Tender, each Bidder may submit one bid in order to be included in the framework supplier list.
6. The period of the contract with the winning suppliers will be 24 months, and the Administrator of the Tender will have the option of extending the contract for a period of up to 36 additional months from the date of commencement of the contract (a total of 60 months), pursuant to what is stated in the Tender Documents. It should be clarified that the binding version for the tender period as stated above is the version stated in Chapter 3 of the Tender Documents.

The Tender Documents are divided into chapters, as detailed below:

**Chapter 1 –** The tender procedure, conditions of participation and conditions for determining the list of suppliers.

**Chapter 2 –** The bid, submitted by a Bidder competing in the Tender.

**Chapter 3 –** The manner of execution and exercising of the contract agreement.

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**Chapter 1 – The Tender Procedure**

**1. The Tender Procedure**

* 1. **Principles of the Tender**
     1. This Tender is a public tender being conducted pursuant to the Tender Obligation Law, 5752-1992 (hereinafter: “**Tender Obligation Law**”) and its regulations, and an accordance with to the IC Regulations, 5753-1993 (hereinafter: “**IC Regulations**”).
     2. The Tender will be administered according to law and pursuant to the rules of the Tender as detailed in the documents of this Tender below.
     3. This Tender is a framework tender for the purpose of creating a list of framework tender suppliers (below: severally “**Framework Supplier**” and jointly “**Framework Suppliers**”), from which the Customers will order the goods and services required.
     4. The Administrator of the Tender will distribute individual applications to the Framework Suppliers, from time to time, for the procurement of goods and services through competition proceedings, at its sole discretion, noting the needs of the Customers (hereinafter: “**Competition**”). A supplier must be included in the Framework Supplier List in order to participate in the Competitions.
     5. The purpose of the Tender is for to choose Framework Suppliers that will supply the required goods and services according to content, the requirements and rules to be determined in the competition documents.
     6. Each of the winners will supply the required goods and services to the Customers in each area of service.
     7. During the option period, the Administrator of the Tender may conduct a supplementary tender. In the framework of a supplementary tender, the Administrator of the Tender may add new suppliers to the Supplier List, on condition that they comply with the threshold conditions determined in this Tender.
     8. The submission of the bids to the Tender will be conducted in accordance with the following details:
        1. **Stage A – Determining the Framework Supplier List**
           1. At this stage, a Bidder wishing to be included in the Framework Supplier List must act in accordance with the following:

Submit a full bid, as required in the Tender Documents below.

Prove their compliance and the compliance of one manufacturer that makes and markets goods and services in the field of information security and cyber protection (hereinafter: “**Manufacturer**”), with the threshold conditions detailed below for the various fields.

To submit a signed manufacturer declaration for the Manufacturer, as detailed in Appendix 4 of Chapter 2.

* + - * 1. A Framework Supplier may request to add a Manufacturer to its list of manufacturers during the period of the contract in the framework of a response for a competition request, by submitting signed manufacturer confirmations for the Manufacturer it wishes to add, in the version shown in Appendix 5 of Chapter 2, unless otherwise stated in the competition documents.
        2. The Bidders that comply with the requirements of this stage will be included in the Framework Supplier List and may participate in periodic competitions at Stage 2 of the Tender.
      1. **Stage B – Competition Stage**
         1. After the conclusion of Stage A of the Tender and the determination of the Framework Supplier List, the Administrator of the Tender, from time to time and in accordance to the needs of the Administrator of the Tender and the Customers, will hold Competitions for the required goods and services.
         2. In these Competitions, only the suppliers which the Administrator of the Tender has determined as having complied with the requirements stated in Stage A will participate.
         3. The Framework Suppliers will participate in the stages of the competition in accordance with what is stated in Booklet No. 2: Competition Procedures, published separately on the tender page, and in accordance with the requirements detailed in the individual competition documents published from time to time (hereinafter: “**Competition Document**” or “**Competition Application**”).
  1. **Threshold Conditions for Participation in the Tender**
     1. **General**
        1. A Bidder that, on the final date for submission of the bids, satisfies the threshold conditions specified below may participate in the Tender.
        2. Proof of compliance with the threshold conditions shall be provided in accordance with the provisions of the Bid Booklet (Chapter 2).
     2. **Administrative Threshold Conditions**
        1. Insofar as the Bidder is subject to compulsory registration in Israel, it shall be lawfully registered in the relevant register (e.g., a Bidder that is

an Israeli company must be registered in the Register of Companies).

* + - 1. The Bidder complies with the requirements of the Public Body Transaction Law, 5736-1976 (hereinafter: “**Public Body Transaction Law**”).
      2. Compulsory industrial cooperation—the Bidder undertakes to maintain industrial cooperation in accordance with the Mandatory Tenders (Mandatory Industrial Cooperation) Regulations, 5767-2007 (hereinafter: “**Cooperation Regulations**”) insofar as the provisions of said Regulations shall apply within the framework of competitions carried out by virtue of the Tender.
      3. The Bidder undertakes that all the goods and services offered by it comply with the licensing requirements and the standards required by law for the supplying of the goods and services, insofar as these provisions shall apply in the framework of the competitions carried out under the Tender.
    1. **Professional Threshold Conditions**
       1. **Professional Experience of the Bidder**
          1. The Bidder employs at least 8 technicians whose main employment is in the installation, maintenance and provision of service to goods and services in the field of information security and cyber protection (hereinafter: “**Implementers**”).

Out of all the Implementers, at least 4 are Implementers with 3 or more years of experience in the installation, maintenance and provision of service to goods and services in the field of information security and cyber protection as well as a formal qualification from any manufacturer in the field of information security and cyber protection (hereinafter: “**Senior Implementers**”).

Out of all the Senior Implementers, at least two Implementers have 5 or more years of experience in the installation, maintenance and provision of service to goods and services in the field of information security and cyber protection as well as a formal qualification from two manufacturers in the field of information security and cyber protection (hereinafter: “**Expert Implementers**”).

* + - 1. **Financial Data**
         1. The sales turnover of the Bidder during the three continuous years between 2018 and 2021 is at least NIS 20,000 (excluding VAT) cumulatively.
         2. The Bidder, during the three continuous years between 2018 and 2021, has supplied business customers goods or services in the field of information security and cyber protection at a scope of no less than NIS 10 million (excluding VAT) cumulatively.
         3. The Bidder has 5 business customers in Israel which have each purchased from it, during two continuous years between 2018 and 2021 (cumulatively), goods or services in the field of information security and cyber protection at a scope of no less than NIS 500,000 per customer.
      2. **Conditions for each of the Manufacturers Proposed by the Bidder**
         1. The Bidder is authorized to sell, install and give service within the boundaries of the State of Israel on behalf of the Manufacturer for a period of at least one year prior to the last date for submission of bids.
         2. The Bidder is an authorized importer, an authorized distributor or an authorized marketer on behalf of the Manufacturer (hereinafter: “**Representative of the Manufacturer**”) or is itself the Manufacturer.
         3. The Bidder holds the highest qualification of the Manufacturer in the above-mentioned field.
         4. The proposed Manufacturer must comply with the requirements detailed in Appendix 4 of Chapter 2.
         5. The Administrator of the Tender may make updates and changes in any of the requirements in Appendix 5 of Chapter 2 of the framework Tender Documents for the purpose of adding a manufacturer or its representative in a particular competition. If the Administrator of the Tender sets additional terms and conditions as stated, the Bidder will be required to submit a confirmation for the Manufacturer accordingly, even in a case in which a declaration has already been submitted for that same Manufacturer.
      3. **Compliance with Professional Threshold Conditions by Way of a Legal Entity which Is not the Bidder**
         1. In a case in which the Bidder, as an independent legal entity, does not comply with the threshold conditions detailed in Sections 1.2.3.1-1.2.3.3 above, the Bidder may ask the Administrator of the tender to recognize the experience of a legal entity other than the Bidder itself, for the purpose of compliance with these threshold conditions, if the legal entity is under the full control (100%) of the Bidder.
         2. In a case in which the Bidder, as an independent legal entity, does not comply with the threshold conditions detailed in Sections 1.2.3.2 and 1.2.3.3.1 above, the Bidder may ask the Administrator of the Tender to recognize the experience of a legal entity other than the Bidder itself, for the purpose of compliance with these threshold conditions, if in the past of the Bidder, an organizational change has taken place (such as incorporation, a share purchase or activity, re-organization or unification of companies in another way) so that the relevant business activity for this Tender was combined in the Bidder.
         3. In such cases, the Bidder must attach the suitable documentation to its bid, including a merger agreement or a portion thereof, a decision of the board of directors and any other document which will satisfy the Administrator of the Tender in the matter of compliance with the requirements of this section.
  1. **Terms and Conditions for Entry into the List of Suppliers**
     1. A Bidder whose bid has complied with the requirements mentioned above in Section 1.2 will be declared as a candidate for the Framework Supplier list (hereinafter: “**Framework Supplier Candidate**”).
     2. The Framework Supplier Candidate must take the following actions within a period of time to be defined by the Administrator of the Tender prior to being declared a Framework Supplier:
        1. If the Framework Supplier Candidate is a registered corporation, the Administrator of the Tender will check that the Candidate for winning has no annual fee debt to the Corporation Authority for the years prior to the year in which the bid was submitted and that the company is not registered as a law-breaker or is under warning before registration as a law-breaker. For this purpose, the Framework Supplier Candidate will give permission to the Administrator of the Tender to examine the Corporation Authority data.
        2. If the Framework Supplier Candidate is a non-profit organization or a public benefit company – the submission of a proper management confirmation from the Registrar of Non-Profit Organizations or the Registrar of Endowments, as the case may be, showing that the body is complying with the requirements of the Associations Law, 5740-1980, the Companies Law, 5759-1999, or the Trust Law, 5739-1979, as the case may be, and the instructions of the Registrar in the manner of its proper management for the purpose of receipt of the confirmation. Despite what is stated, if two years have not yet expired from the date of registration of the non-profit organization or the public benefit company, no “proper management confirmation” is required, but rather a “confirmation of the submission of documents” from the relevant registrar.
        3. The submission of the contract in Chapter 4, together with its Appendices, in the updated version, where it is signed by the authorized signatory of the Bidder and the corporate stamp (if this is a corporation).
        4. The posting of a framework guarantee in accordance with what is detailed in the contract.
        5. The posting of a confirmation of the existence of insurance in accordance with the insurance requirements detailed in Appendix D of the contract.
     3. If the Framework Supplier Candidate is not in compliance with what is required above in the defined time frame, the Administrator of the Tender may, at its sole discretion, give it an extension in order to comply with the above-mentioned requirements or to cancel its candidacy for winning.
  2. **Phases and Dates in the Tender**
     1. **Tender Dates**
        1. The Tender Procedure includes the phases and dates listed below and will be executed according to the schedule detailed below:

|  |  |
| --- | --- |
| **Subject** | **Date** |
| Bidder conference | 12.04.2022 at 15:00 |
| Last date for submitting clarification questions | 28.04.2022 |
| Last date for response of the Administrator of the Tender to clarification questions | 16.05.2022 |
| Date of opening of the digital box for submission of the bids | 29.05.2022 at 12:00 |
| Last date for submission of bids in the digital tender box | 02.06.2022 at 14:00 |
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* + - 1. A change in the schedule will be executed only by the Administrator of the Tender, and at its sole discretion.
      2. Any change in the dates of the Tender or updates in regard to them will be published on the website of the Israel Government Procurement Administration at the address: www.mr.gov.il under the name of the Tender – Tender 05-2022 for the Procurement and Supply of Goods and Services in the Field of Information Security and Cyber Protection (hereinafter: “**Tender Page**”).
    1. **Bidder Conference**
       1. An online Bidder conference will be held on the date fixed in the table of dates for the Tender above. The Administrator of the Tender reserves the right to change the manner in which the Bidder conference takes place to a frontal or telephone conference or something similar; the Administrator of the Tender will announce the change on the website.
       2. In order to participate in the Bidder conference, it is necessary to register in advance. The registration will be done by means of a link to be published on the tender page. Every Bidder may register up to 2 participants to the conference. It is the responsibility of the Bidder to enter the details of the representatives properly.
       3. Participation in the conference is not obligatory; however, in the framework of the conference, the participants may make comments about the Tender, and therefore participation in the conference is recommended.
       4. Answers given in the Bidder conference will be binding on the Administrator of the Tender only if given in writing to all the Bidders in accordance with the clarification procedure detailed below.
    2. **Clarification Questions Regarding the Tender**
       1. In any case of a lack of clarity or a comment regarding the Tender, its dates or its conditions, the Administrator of the Tender should be contacted with clarification questions at the email address [GPA\_cyber@mof.gov.il](mailto:GPA_cyber@mof.gov.il), up to the final date for the submission of clarification questions. The one submitting the application is responsible for verifying with a representative of the Administrator of the Tender that its application was received in full.
       2. The application should have the heading: “Tender 05-2022 for the Procurement and Supply of Goods and Services in the Field of Information Security and Cyber Protection”.
       3. The questions of the Bidder regarding the Tender will be transmitted only in the Excel file published on the website as a part of the Tender Documents.
       4. The Administrator of the Tender will not be obligated to respond to questions transmitted after the date or addressed orally or by telephone or in a format other than that required.
       5. No response will be given to questions sent anonymously.
       6. The Administrator of the Tender may allow an additional round of clarification questions in a notice to be published on the tender page at the website.
       7. Without derogating from the provisions of law, a Bidder which does not address clarification questions regarding the Tender to the Administrator of the Tender in accordance with the rules of the Tender will be prevented from raising any contention, demand or claim against the terms of the Tender in future.
    3. **Response of the Administrator of the Tender to Clarification Questions**
       1. Answers and clarifications will be given in writing only; the wording is binding wording, and they will be an integral part of the Tender Documents.
       2. Answers and clarifications of the Administrator of the Tender will be published on the website. The Bidder is responsible for being updated on the answers of the Administrator of the Tender as well as current updates which are published as stated regarding this Tender.
       3. The Administrator of the Tender may make any change in the Tender Documents and to give interpretations or clarifications to the provisions of the Tender Documents.
       4. The Administrator of the Tender is not bound by the wording of the questions submitted, and the Administrator of the Tender, when wording a response to the clarification questions, may shorten the wording of a question or reword it.
       5. The answers of the Administrator of the Tender will be published without the names of the applicants.
    4. **Submission of Bids in the Tender**
       1. A Bidder that is interested n participating in the Tender will submit its response by filling out and submitting Chapter 2 together with its Appendices, published below, to the tender box.
       2. The submission of the bids to the Tender will be done online, by means of the bid submission system.
       3. The date of opening of the box for the submission of bids, as well as the final date for submitting bids to the digital tender box, have been published in Section 1.4.1 above.
       4. A link to the bid submission system for the submitting of bids in the Tender will be published on the publication page at the website of the Governmental Procurement Administration. A Bidder interested in submitting its bid in the Tender is required to press the link “**For the Submission of a Bid**” on the tender publication page, which will bring it to the bid submission system.
       5. For the submission of its bid, the Bidder will be required to identify itself by means of the governmental identification system and to execute an early registration to the bid submission system.
       6. After making the identification, it is necessary to verify that the name and number of the relevant tender appears in the bid submission system.
       7. In the framework of submitting the bid, the Bidder must act in accordance with the instructions appearing in the bid submission system, fill out all the required fields clearly and in accordance with the system instructions and upload required files to the system in accordance with the Tender instructions.
       8. After completing the submission of the bid in the system, a reference number will appear on the submission screen. If no reference number is received, the bid was not submitted.
       9. It will not be possible to submit bids in the system after the final date for the submission of bids.
       10. The Bidder has the possibility of submitting one bid only! After the completion of the bid, no submission of an additional bid nor an update to the bid will be permitted.
       11. If there is a continued technical problem which prevents the submission of bids in the Tender, the Customer may determine another manner of submission in the Tender in a notice to be published on the website.
       12. Additional conditions for use of the bid submission system:
           1. The maximum weight for a file in a bid is 10 MB, and a maximum of 50 MB for all the files in the same bid. The Bidder must check the weight of the files sent by it and verify that its bid complies with the limitations.
           2. Files of the types SIGNED/EXCEL/WORD/PDF may be uploaded to the system.
           3. Tech help: in technical matters and for assistance in the operation of the system, you may apply to the Support Center Sundays through Thursdays between the hours of 8:00 and 17:00 using this link: <https://merkava.mrp.gov.il/ccc/index.html>. In the application, the name of the Tender, the final date for submission of bids and, if necessary, document photocopies, must be indicated. The waiting time from the moment of sending of the application until a service representative responds will not exceed 4 hours. The Support Center is not obliged to provide a response to applications which are not received less than 4 hours from the final date for submitting bids.
           4. If no action is taken for 20 minutes, the system will disengage, and any action done on it and was not saved as a draft will not be saved. In the described instance, it will be necessary to re-enter the system.
           5. For instructions and guidance material on the manner of submission of the bids to the digital tender box, it is possible to use the following link: [https://portal.gpa.gov.il/supplier/tender](https://portal.gpa.gov.il/supplier/tender/).
       13. A Bidder in the Tender alone is responsible for submitting the bid before the final date for the submission of bids. The Bidder must take into account that just prior to the final date for the submission of bids, the system may be overloaded or there may be other technical problems that will prevent it from submitting its bid. **The Bidder must prepare for this and submit its bid on time**. The Bidder will have no contention against the Customer regarding a breakdown discovered in the bid submission system just prior to the final date for the submission of bids, even if as a result of this, it has not succeeded in submitting its bid.
  1. **Rules of the Tender**
     1. **Examination of Bids to the Tender**
        1. The Administrator of the Tender will check that the Bidder has submitted the bid in accordance with the Tender instructions.
        2. For the examination of the bids, the Administrator of the Tender may make use of a professional team which may also include external consultants.
        3. The Administrator of the Tender may ask a Bidder to clarify a certain detail in its bid, to complete a detail missing in it or to produce an additional or alternate document proving its compliance with the Threshold Conditions of the Tender, within a given period of time. The absence of a response to such an application or a response not within the time period defined above is liable to cause the rejection of the bid.
        4. The Administrator of the Tender may disqualify a bid if the completion or amendment mentioned in the above section does not meet the requirements of the Tender or, at its discretion, request an additional completion.
        5. The Administrator of the Tender may hold meetings with the Framework Suppliers for the purpose of receiving clarifications and additional professional information and for examining and sampling the abilities required for Stage B of the Tender.
        6. For the purpose of examining the bids, the Administrator of the Tender will make use of the information detailed in the bid, and it may make use of other reliable sources of information, including the professional knowhow at its disposal, the past experience of the Administrator of the Tender or each of the Customers with the Bidder if any such experience exists, public knowledge of the Bidder, the expert opinion of professional consultants, etc.
     2. **A Small Number of Bids**
        1. If 5 or less bids are submitted in the Framework Tender, or if after an examination of the bids, 3 or fewer bids remain for discussion before the Tender Committee, the Administrator of the Tender, at its discretion, may:
           1. Carry out a supplementary tender pursuant to the provisions of Section 1.1.7 prior to the date of commencement of the contractual connection in this Tender;
           2. Declare the Bidders who remain as Framework Suppliers;
           3. Cancel the Tender and launch a new tender.
     3. **Rejection of Bids**
        1. The Administrator of the Tender may reject a bid submitted in the Tender or in a Competition, at its discretion, *inter alia*, if one of the following conditions exists:
           1. **Rejection of a Bid for Failure to Comply with the Requirements of the Tender** – if a bid submitted in the Tender, according to the examination of the Administrator of the Tender, has not complied with the requirements of the Tender.
           2. **Rejection of a Lacking or Unclear Bid** – if a bid submitted in the Tender is lacking so that the Administrator of the Tender cannot understand the substance of the bid from it, or alternately, it suffers from a lack of clarity or serious lack of order.
           3. **Rejection of a Losing Bid** – if the bid is uneconomical to the Bidder to the extent that it makes doubtful its ability to fulfill its undertakings if it were to win in the Tender.
           4. **Rejection of a Tricky Bid or One Submitted in Bad Faith** – if the bid includes unusual prices or discounts, a cross-subsidy, dumping, etc., in relation to the bid itself as well as in relation to other bids and in relation to market prices, including misleading information and any other instance in which the bid is stained with bad faith, including in the event of an action or behavior of the Bidder, in the framework of the bid, in bad faith.
           5. **Rejection of a Bidder in the wake of Behavior in Previous Tenders and Contractual Connections** – the Bidder, in the framework of a previous tender or contractual connection of the Administrator of the Tender or a Customer, acted in bad faith, deviously, cunningly, with unclean hands, transmitted misleading information or imprecise substantial information or conducted itself in an extremely unprofessional manner, in a way which in the opinion of the Administrator of the Tender justifies its rejection.
           6. **Rejection of a Bid Due to the Economic Condition of the Bidder** – if due to the present or anticipated economic condition of the Bidder, including bankruptcy or liquidation proceedings or existing substantial legal claims, there is doubt regarding its ability to fulfill its undertakings involved in winning the Tender.
           7. **Rejection of a Bid Due to a Conflict of Interests** – if there is a conflict of interests, direct or indirect, or a fear of a conflict of interests between the interests of the Bidder, the bid that it is submitting or stakeholders therein and participation and winning in the Tender or the execution of the services by the Bidder in a way which, in the opinion of the Administrator of the Tender, cannot be remedied.
           8. **Rejection of a Bid due to Coordination of Bids** – if there is a reasonable suspicion of coordination between the Bidder and other bids in the Tender, or between the Bidder and a potential Bidder.
        2. In the above-mentioned instances, the Bidder will be given the right of contention in writing or orally before the giving of the final decision, subject to the sole discretion of the tender committee.
     4. **Obligation of the Framework Supplier to Participate in Competitions**

A registered supplier that has not submitted a bid for 3 consecutive Competitions will be required to transmit to the Administrator of the Tender a reasoned document containing details of the reasons for which it did not participate in each of the Competitions. If a registered supplier has not participated in 5 consecutive Competitions, the Administrator of the Tender may remove it from the list of registered suppliers at its sole discretion.

* + 1. **Appointment of a Representative on Behalf of the Bidder**
       1. For the purpose of the Tender, the Bidder will appoint a representative on its behalf (as detailed in Chapter 3) who will constitute the sole address for any application on the subject of the Tender.
       2. Every response and reference sent by the representative of the Bidder to the Administrator of the Tender, or by the Administrator of the Tender to the representative of the Bidder, will be binding on the Bidder.
    2. **Validity of Bids**
       1. The bid is valid for 180 days after the final date for the submission of bids.
       2. A Bidder may not withdraw its bid during the period in which its bid is valid.
    3. **Cancellation or Change of the Tender**
       1. The Administrator of the Tender may at its own initiative and at its sole discretion cancel the Tender, change it and update it, including an update of dates fixed therein and the publication of clarifications on what is stated therein.
       2. Such changes will be published on the tender page at the website. The Bidder is responsible for updating itself independently regarding notices and updates which are published as stated in regard to this Tender.
       3. The Administrator of the Tender must compensate the Bidders in the event of a cancellation of the Tender.
    4. **Expenses**
       1. Bidders that choose to submit a bid in the Tender will bear all the monetary costs required for their participation in the Tender and will not be entitled to any refund whatsoever from the Customer for these costs.
       2. The Bidder will not be entitled to a refund of expenses or any compensation whatsoever in connection with the Tender, including in the event of its interruption, delay, a change in its terms or its cancellation.
    5. **Jurisdiction**
       1. The jurisdiction in everything connected with the subjects and matters related to the Tender, or in any claim resulting from its management procedure, will be only with the authorized court in Jerusalem.
    6. **Confidentiality of the Bid and Right of Review**
       1. Subject to the provisions of law, the Administrator of the Tender undertakes not to reveal the contents of the bid to a third party which is not one of the employees of the Administrator of the Tender or its consultants for the needs of the Tender, on which the duty of confidentiality also applies, and not to make use of the bid except for the needs of the Tender only.
       2. However, pursuant to Regulation 21(E) of the Regulations to the Tenders Law, Bidders which have not won in the Tender may ask to examine the bid of the winner as well as additional documents connected with the Tender other than documents which are considered as a trade or professional secret or which are liable to harm the security of the State, its foreign relations, its economy and public safety.
       3. If a Bidder wishes to prevent an examination of additional sections of its bid due to a contention of a trade secret, a professional secret or for any other reason mentioned in the IC Regulations, it must indicate this explicitly in the Bid Booklet (Chapter 2) attaching grounds for this. It is hereby clarified that the application itself is not sufficient to prevent a review of the relevant sections, and a decision in the matter will be taken by the Administrator of the Tender. The Bidder will have no contention, demand or claim against the Tender Committee or the Administrator of the Tender or anyone on its behalf in connection with this.
       4. A Bidder that claims that a certain portion of its bid is a trade or professional secret or confidential for any other reason mentioned in the IC Regulations will be prevented from demanding to examine this section of the winning bid in the Tender.
       5. If a Bidder has not filled out the table in the Bid Booklet (Chapter 2) as stated, its bid will be deemed as a bid without a trade secret, a professional secret or confidentiality for any other reason, and it will be possible to review it in full, subject to law.
       6. In a case in which the contention of the winning Bidder regarding sections of its bid being a trade or professional secret is rejected, the Administrator of the Tender will notify it of this at least 5 working days before the winning candidate was in fact supposed to have the right of inspection.
       7. Subject to what is stated above, the Bidder, by its participation in the Tender, agrees that if it is declared the winner in the Tender, its bid will be available for the examination of the other Bidders in the Tender pursuant to the provisions of law and the IC Regulations.

**Chapter 2 - The Bid**

**2. The Bid Booklet**

* 1. **Rules for Filling out the Bid Booklet**
     1. This Chapter constitutes the response of the Bidder to the Tender; there is no need to give a response to any other part of the Tender or to attach a document which is not required in this Chapter.
     2. The instructions appearing in this Chapter are to be followed precisely so that the bid can be examined and evaluated properly. None of the terms of the Tender, nor any of the instructions appearing below are to be added to, stipulated or changed.
     3. In the case of any questions or a lack of clarity in the Tender Documents, the Bidder must address the Customer with the question to receive a clarification, as detailed in Chapter 1 of the Tender Documents.
     4. Any relevant document or file may be attached to provide details and illustration to what is stated in the bid. It should be emphasized that the examination of the bid will be based on the details given in the Bid Booklet.
     5. It should be emphasized that the absence of an answer, an answer which does not meet the requirement, the absence of an answer to a requirement or an unclear and ambiguous answer are liable to lead to the rejection of the bid, at the sole discretion of the Administrator of the Tender.
  2. **Submission of Bids**
     1. **List of Documents to be Submitted**
        1. A response to the Bid Booklet detailed in Chapter 2 including its Appendices in the following format:
           1. A response to the Bid Booklet mentioned in Chapter 2, including its Appendices, in a full PDF format. The document must be signed as required by the authorized signatories of the Bidder. The Bid Booklet may be signed by hand or using an electronic signature, on condition that this signature ensures that it was done by the relevant authorized signatory and that no change has been made in the file after it was signed.
           2. A full response to the Bid Booklet, including its Appendices, in a digital Word file (**not a scanned document**). The PDF file indicated above must be identical to a file in the Word format.
           3. Any additional document which, in the opinion of the Bidder, is relevant to the bid in a PDF format. The document must be signed as required by the authorized signatories of the Bidder. The documents may be signed by hand or using an electronic signature, on condition that this signature ensures that it was done by the relevant authorized signatory and that no change has been made in the file after it was signed.
     2. **Additional Instructions for Submission**
        1. If the content of the documents in the PDF format and the content of the document in the Word format are not identical, the Administrator of the tender may make its decision, at its sole discretion, on which file will bind the Bidder with regard to each of the components of the bid.
        2. It should be clarified that only Chapter 2 is to be submitted and that there is no need to submit the Tender Booklet or the response of the Administrator of the Tender to the clarification questions to the Tender.
        3. When submitting digital bids, there is no need to submit a physical copy of the bid.
        4. If the Administrator of the Tender has published an updated edition of the Tender Procedure or these Appendices following clarifications given by it, the Bidder must be careful and submit the response according to the updated version.
  3. **Bidder’s Particulars**

|  |  |
| --- | --- |
| Name of Bidder |  |
| Type of Bidder  (Corporation/Partnership/Authorized Dealer, etc.) |  |
| Date of Registration in the Registry (if relevant) |  |
| Identity Number )(e.g. Company Number) |  |
| Contact on behalf of the Bidder for the Tender | Name: |
| Telephone: |
| Email: |

* 1. **Proof of Compliance with Threshold Conditions**

In accordance with what is stated in this Chapter, the Bidder will give details of its compliance with the threshold conditions detailed in the Tender. Only a Bidder that complies with all the threshold conditions detailed below may compete in the Tender.

By marking an X in this Section, the Bidder declares and undertakes that it complies with all the threshold conditions detailed in Chapter A of the Tender Documents, as detailed below:

* + 1. **Administrative Threshold Conditions**
       1. If a registration obligation applies to the Bidder in Israel, the Bidder is duly registered in the relevant register (to illustrate: a Bidder which is an Israeli company must be registered in the Register of Companies).
       2. The Bidder complies with the provisions of the Public Body Transaction Law, 5726-1976 (hereinafter: “**Public Body Transaction Law**”).
          1. It keeps those books and records it is obligated to keep pursuant to the Income Tax Regulation and the Value Added Tax Law, 5736-1975 (hereinafter: “**Value Added Tax Law**”), or it is exempt from keeping them.
          2. It reports to the Assessing Officer on its income and reports to the Administration on transactions which are taxable under the Value Added Tax Law.
          3. Neither it nor “anyone connected” with it (as this is defined in Section 2B of the Public Body Transaction Law) has been convicted, up to the date of submission of the bid, of more than two offenses pursuant to the Foreign Worker Law, 5751-1991 (hereinafter: “**Foreign Worker Law**”) or pursuant to the Minimum Wage Law, 5747-1987 (hereinafter: “**Minimum Wage Law**”) on behalf of the Bidder in the Tender, or they have been convicted as stated but at least one year has passed from the date of the last conviction to the date of submission of the bid.
          4. It complies with the requirements of Section 1B2 of the Public Body Transaction Law in the matter of adequate representation for people with disabilities, in the following manner (place an X in the appropriate box):

The provisions of Section 9 of the Law of Equal Rights for People with Disabilities, 5758-1998 do not apply to the Bidder.

The provisions of Section 9 of the Law of Equal Rights for People with Disabilities, 5758-1998 apply to the Bidder and it complies with them.

1) (If the provisions of Section 9 of the Law of Equal Rights for People with Disabilities, 5758-1998 **apply to the Bidder**, it must place an X in the appropriate box):

The Bidder employs fewer than 100 workers.

The Bidder employs 100 or more workers.

2) (If the Bidder employs 100 or more workers, it must place and X in the appropriate box):

The Bidder undertakes that if it wins in the Tender, it will contact the General Manager of the Ministry of Labor, Welfare and Social Services in order to examine the implementation of its obligations pursuant to Section 9 of the Equal Rights Law, and if necessary – for receipt of instructions in connection with its implementation.

The Bidder has contacted the General Manager of the Minister of Labor, Welfare and Social Services in the past in order to examine the implementation of its obligations pursuant to Section 9 of the Equal Rights Law, and if it received instructions for the implementation of its obligations, it has acted to implement them. The Bidder undertakes to transmit a copy of this affidavit to the General Manager of the Ministry of Labor, Welfare and Social Services within 30 days of the date of the contact.

* + - 1. Industrial cooperation – the Bidder undertakes to maintain industrial cooperation pursuant to the IC Regulations (Industrial Cooperation Obligation Obligation), 5757-2007 (hereinafter: “**IC Regulations**”), if these provisions apply in the framework of the Competitions to be carried out under the Tender.
      2. The Bidder undertakes that all the goods and services offered by it comply with the licensing requirements and standards required by law for the supplying of the goods and services, if these provisions apply in the framework of the Competitions to be carried out under the Tender.
      3. Absence of a conflict of interests – there is no obstacle by law to the participation of the Bidder in the Tender, and, at the discretion of the Administrator of the Tender, there is no fear of the existence of a conflict of interests, direct or indirect, between the affairs of the Bidder or stakeholders therein and the execution of the services by the Bidder.
    1. **Professional Threshold Conditions**
       1. **Professional Experience of the Bidder**
          1. The Bidder employs at least 8 Implementers, of which:

Out of all the Implementers, at least 4 are Senior Implementers.

Out of all the Senior Implementers, at least 2 are Expert Implementers.

* + - 1. **Financial Data**
         1. The sales turnover of the Bidder in the three consecutive years between 2018 and 2021 is no less than NIS 20 million (excluding VAT) cumulatively.
         2. The Bidder has supplied goods and service to business customers in the three consecutive years between 2018 and 2021 in the fields of data security and cyber protection at a scope no less than NIS 10 million (excluding VAT) cumulatively.
         3. The Bidder has 5 business customers in Israel each of which have purchased from it, during two consecutive years between 2018 and 2021 (cumulatively), goods or services in the fields of data security and cyber protection at a scope no less than NIS 500,000 per customer.
      2. **Conditions for Each of the Products Being Offered by the Bidder**
         1. The Bidder has been authorized to sell, install and give service within the boundaries of the State of Israel on behalf of the Manufacturer for a period of at least one year prior to the final date for submission of bids.
         2. The Bidder is a representative of the Manufacturer or the manufacturer itself.
         3. The Bidder holds the highest qualification of the Manufacturer in the above-mentioned field.
         4. The proposed Manufacturer must comply with the requirements detailed in Appendix 4 of Chapter 2.
  1. **Eligibility to Compete in the Tender**
     1. The Bidder has very carefully read the Tender Documents, every paragraph, appendix, condition and part thereof, including all the clarifications published by the Customer, and it understands everything written therein and agrees to it.
     2. The Bidder has very carefully read the terms of the contractual connection with the Winning Supplier, including the contract of engagement with its appendices, and it understands what is stated therein and agrees to it.
     3. The Bidder is not in bankruptcy or liquidation proceedings and no substantial legal claims are being conducted against it that are liable to harm its functioning if it should win in the Tender.
     4. There is no legal obstacle to the participation of the Bidder in the Tender.
     5. Neither the submission of a bid in the Tender nor the execution of the contractual connection which is the subject of the Tender by the Bidder would create a conflict of interests, directly or indirectly, between the Bidder and the Customer.
     6. The Bidder undertakes to update the Administrator of the Tender, in writing and without delay, of any significant change which has occurred in the information delivered in the framework of its bid in the Tender.
  2. **Non-Coordination of Tender Bids**
     1. The details appearing in this bid were independently determined by the Bidder, without consultation, arrangement or connection with another Bidder.
     2. The details of the bid have not been shown and will not be shown to any person or corporation that is offering bids in this Tender.
     3. The Bidder has not been involved in an attempt to dissuade another competitor from submitting bids in this Tender and has not been involved in any manner whatsoever in a bid submitted by another Bidder.
     4. The Bidder has not been and does not intend to be involved in an attempt to cause another competitor to submit a higher or lower bid than this bid.
     5. The Bidder has not been involved in an attempt to cause a competitor to submit an uncompetitive bid for any reason whatsoever.
     6. This bid is being submitted in good faith.
  3. **Independence of the Bidder**
     1. The Bidder does not hold and is not held by another Bidder in the Tender (holding in this matter – directly or indirectly holding 25% or more of the means of control, as defined in the Securities Law, 5728-1968).
     2. No other entity holds 25% or more of the means of control in it and in another Bidder in the Tender.
     3. The Bidder is not a subcontractor of another Bidder in the Tender in connection with the execution of the services in this Tender.
  4. **Application for Granting a Preference**
     1. **Business in the Control of a Woman**
        1. A Bidder which is a “business in the control of a woman” and is interested in being granted a preference on these grounds will attach a confirmation and affidavit to its bid in accordance with the provisions of Section 2B of the Tender Obligation Law.
  5. **Application for Confidentiality**

By marking an X in this Section, the Bidder declares that **there are** portions in its bid that it wishes to keep confidential.

* + 1. In accordance with what is detailed in Chapter 1 of the Tender Documents, below are the pages and sections or the documents included in the bid which the Bidder is asking to prevent other Bidders from examining (on the contention of disclosing a trade secret or professional secret or any other grounds appearing in Regulation 21(E) of the IC Regulations).

|  |  |  |
| --- | --- | --- |
| Page/Section Number | Subject of the Section | Reason for Prevention of Disclosure |
|  |  |  |
|  |  |  |
|  |  |  |

* + 1. A Bidder that has not filled in the columns, sections or documents in Section 2.9.1 above declares, by means of its signature, that there are no portions in its bid which it wishes to keep confidential.

**With our signature, we confirm that**

1. **We have read all the provisions of the Tender, that every section in the Tender is understood by us and acceptable to us and that the Bidder will be prevented and silenced from making contentions against the conditions of the Tender from the moment of submission of this bid.**
2. **The details appearing in this bid together with its appendices are the truth, and the Bidder is capable of complying and intends to comply with every detail in its bid and in the provisions of the Tender.**
3. **We are authorized to sign and make an undertaking on this bid in the name of the Bidder.**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Date Name Signature and stamp of authorized signatory

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Date Name Signature and stamp of authorized signatory

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Date Name Signature and stamp of authorized signatory

* 1. **List of Appendices to be Attached to the Bid**

|  |  |  |
| --- | --- | --- |
| **Appendix No.** | **Name of Appendix** | **Description of Appendix** |
| **Appendix 1** | **Confirmation of “Authorized Officer”**  **(confirmation of complying with the Public Body Transaction Law)** | The Bidder must attach a valid confirmation from an accountant or a tax consultant on bookkeeping and reports to the tax authorities as required by the Public Body Transaction Law, or a confirmation of an exemption from this obligation. This confirmation will be marked as **Appendix 1**.  For this purpose, the following link may be used:  <https://www.misim.gov.il/gmishurim/frmInputMekabel.aspx?cur=0>  **There is no version in the Tender Documents.** |
| **Appendix 2** | **Affidavit of an attorney regarding the absence of convictions pursuant to the Public Body Transaction Law** | The Bidder must attach an affidavit confirmed by an attorney in accordance with what is detailed in **Appendix 2.** |
| **Appendix 3** | **Confirmation of accountant** | A declaration from the Manufacturer must be submitted in accordance with the version shown in **Appendix 3**. |
| **Appendix 4** | **Declaration of Manufacturer for submitting the bids in the Tender** | A declaration must be submitted from the Manufacturer in accordance with the version shown in **Appendix 4**, as detailed in Section 2.4.2.3 of this Chapter 2. |
| **Appendix 5** | **Declaration of Manufacturer for Competitions** | Version of the declaration of the Manufacturer. This declaration is brought to the attention of the Bidders at this stage, and **it is not to be submitted** in the framework of the submission of the bids to the Tender. The signing of the declaration of the Manufacturer for Competitions will be done in the framework of participation in specific future Competitions. |

**Appendix 1 – Confirmation of an “Authorized Officer”**

A valid confirmation from an “authorized officer” must be attached pursuant to the Public Body Transaction Law on the bookkeeping and a valid confirmation from an “authorized officer” on reporting to the tax authorities as required in the Law. For this purpose, the following link may be used: [Information on Withholding Tax Bookkeeping Certificates](https://www.misim.gov.il/gmishurim/frmInputMekabel.aspx?cur=0)

**Appendix 2 – Affidavit on Lack of Convictions Pursuant to the Public Body Transaction**

**Law**

I the undesigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID \_\_\_\_\_\_\_\_\_\_\_\_\_, after having been cautioned to tell the truth and that I will be subject to the penalties of law if I fail to do so, hereby declare as follows:

I am giving this Affidavit in the name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is the Bidder (hereinafter: “**Bidder**”), which wishes to engage contractually with the Administrator of Central Tender 05-2022 for the procurement and supply of goods and services in the field of information security and cyber protection for government ministries and auxiliary units. I declare that I am authorized to give this Affidavit in the name of the Bidder.

In this my Affidavit, the meaning of the term “**anyone connected with it**” is as defined in the Public Body Transaction Law, 5736-1976 (hereinafter: “**Public Body Transaction Law**”). I confirm that the meaning of this term has been explained to me and that I understand it.

The meaning of the term “**Felony**” – a felony pursuant to the Foreign Workers Law (Prohibition of Illegal Employment and Guaranteeing of Fair Conditions), 5751-1991 or pursuant to the Minimum Wage Law, 5747-1987, and in the matter of transactions for the receipt of a service as this is defined in Section 2 of the Law to Increase the Enforcement of Labor Laws, 5771-2011, also a violation of the provisions of the legislation listed in the third supplement to that law.

The Bidder is a corporation registered in Israel. (Mark an X in the appropriate box)

Neither the Bidder nor anyone connected with it **has been convicted** of more than two felonies up to the final date of submission of the bids (hereinafter: “**Submission Date**”) to Tender \_\_\_\_\_\_, Number \_\_\_.

Neither the Bidder nor anyone connected with it **has been convicted** in a court judgment of more than two felonies, and at least **one year has passed** from the last date of the conviction until the Submission Date.

The Bidder or anyone connected with it **has been convicted** in a court judgment of two felonies, and at least **one year has passed** from the date of the last conviction to the Submission Date.

The Bidder or anyone connected with it **has been convicted** in a court judgment of more than two felonies, and at least **one year has not passed** from the date of the last conviction to the Submission Date.

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Name Signature and stamp

Confirmation of the Attorney

I the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Atty. confirm that on \_\_\_\_\_\_\_\_\_\_\_, Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who identified him/herself by means of Identity Card \_\_\_\_\_\_\_\_\_\_\_\_\_/known to me personally, appeared before me in my office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Street in Town/Settlement \_\_\_\_\_\_\_\_, and after having been cautioned by me that he/she must declare the truth and that he/she will be subject to the penalties of law if he/she fails to do so, signed the above Affidavit before me.

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date License number Signature and stamp

**Appendix 3 – Confirmation of an Accountant and Bidder Declaration Confirmed by an Accountant**

|  |
| --- |
| **To be printed on logo paper of the accountant** |

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

To

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name of the Bidder]

A. Subject: **Confirmation of an Accountant on Data from the Financial Statements (or any other Information which Appears in the Financial Statements[[1]](#footnote-1)) for the period 31.12.2018 to 31.12.2021**

At your request, and as the accountant of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: “**Bidder**”), I hereby confirm as follows:

1. I have been acting as the accountant of the Bidder since the year \_\_\_\_\_\_\_\_\_\_.
2. Cross out the superfluous parts in Sections 2.1 and 2.2:
3. The audited/reviewed financial statements [cross out the superfluous choice] of the Bidder to 31.12.2018, 31.12.2019, 31.12.2020 and 31.12.2021 were audited/ reviewed (as appropriate) by our office. The auditors’ report was signed on the following day/s \_\_\_\_\_\_\_\_\_\_\_\_.
4. The audited/reviewed financial statements [cross out the superfluous choice] of the Bidder to 31.12.2018, 31.12.2019, 31.12.2020 and 31.12.2021 were audited/ reviewed (as appropriate) by other accountants. The report of the other auditors was signed on the following day/s: \_\_\_\_\_\_\_\_\_\_\_\_.
5. Cross out the superfluous parts in Sections 3.1 and 3.2:
6. The auditors’ report for \_\_\_\_\_\_\_\_\_\_ does not include a disclaimer and/or a drawing of attention to a going concern note or any other deviation from the uniform wording.
7. The auditors’ report for \_\_\_\_\_\_\_\_\_ contains a deviation from the uniform wording, but this deviation has no implication for the information detailed in Section 4 below.
8. In accordance with the above-mentioned financial statements, the Bidder meets the condition required in Section 1.2.3.2.1.

Respectfully,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accountant

|  |
| --- |
| **To be printed on logo paper of the accountant** |

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

To:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of Bidder]

B. Subject: **Confirmation of an Accountant on a Declaration of the Managers of the Bidder in the Tender, Regarding Information from the Financial System of the Bidder[[2]](#footnote-2)**

I audited the financial data in the declaration of \_\_\_\_\_\_\_\_\_\_\_ (hereinafter: “**Bidder**”) on the subject of meeting the conditions appearing in Sections 1.2.3.2.2 and 1.2.3.2.3 of Central Tender 05-2022 for the procurement and supply of goods and services in the field of information security and cyber protection for government ministries and auxiliary units, attached to this opinion and marked with our signature for identification only. This declaration is under the responsibility of the administration of the Bidder. Our responsibility is to give an opinion on the financial data in the above-mentioned declaration, based on our audit.

We conducted our audit according to the customary auditing standards in Israel. According to these standards, we were required to plan the audit and execute it with the purpose of achieving a reasonable degree of certainty that in the above-mentioned declaration there is no significantly misleading presentation. The audit includes a sampling of evidence supporting amounts and information in the declaration. We believe that our audit provides a proper basis for giving our opinion.

In our opinion, the financial data in the above-mentioned statement properly reflect what is stated in the declaration of the Bidder from every material point of view, according to the records on which they are based.

Respectfully,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accountant

C. Subject: **Declaration of the Authorized Signatory on Behalf of the Bidder for the Years Ending on 31.12.2018, 31.12.2019, 31.12.2020 and 31.12.2021**

I the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ID \_\_\_\_\_\_\_\_\_\_\_\_\_\_, after having been cautioned that I must tell the truth and that I will be subject to the penalties of law if I fail to do so, hereby declare as follows:

I am giving this Affidavit in the name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is a Bidder in Central Tender 05-2022 for the procurement and supply of goods and services in the field of information security and cyber protection for government ministries and auxiliary units (hereinafter: “**Tender**”), that wishes to engage contractually with the Administrator of the Tender (hereinafter: “**Bidder**”).

My position in the Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I declare that I am authorized to give this Affidavit in the name of the Bidder.

What is written in this Affidavit is in the plural is stated in my name and in the name of the Bidder:

1. The Bidder, during the three continuous years between 2018 and 2022, supplied business customers goods or services in the field of information security and cyber protection at a scope which is no less than NIS 10 million (excluding VAT) cumulatively.
2. The Bidder has 5 business customers in Israel each of which, during two consecutive years between 2018 and 2021, purchased from it goods or services in the field of information security and cyber protection at a scope which is no less than NIS 500,000 per customer.

This is my name, below is my signature, and the content of my Affidavit above is the truth:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name Position in the Bidder Date Signature and stamp of Authorized Signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name Position in the Bidder Date Signature and stamp of Authorized Signatory

**Appendix 4 – Declaration of Manufacturer for the Tender**

|  |
| --- |
| **To be printed on logo paper of the accountant** |

**Declaration of Manufacturer**

**To**

**Israel Government Procurement Administration (IGPA), Accountant General, Ministry of Finance**

Subject: Central Tender 05-2022 for the Procurement and Supply of Goods and Services in the Field of Information Security and Cyber Protection for Government Ministries and Auxiliary Units (hereinafter: “**Tender**”)

I the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, from the \_\_\_\_\_\_\_\_\_\_\_\_\_ company, which is a manufacturer of goods and services in the field of information security and cyber protection (hereinafter: “**Manufacturer**”) hereby declare as follows:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: “**Bidder**”) was authorized by the Manufacturer to sell, install and give service to goods and services within the boundaries of Israel, as authorized on behalf of the Manufacturer, for a period of at least one year before the final date for submission of bids.
2. The Bidder is (*mark one of the possibilities*):

An authorized supplier of ours in Israel for the goods and services being offered.

Our (the Manufacturer’s) company or our subsidiary in Israel.

1. The Bidder holds the highest qualification of the Manufacturer in the above-mentioned area.
2. The Manufacturer confirms that it is familiar with the terms of the Tender.
3. The Manufacturer has (directly or indirectly) sold goods and services in the field of information security and cyber protection at a cumulative amount of at least $ 150 million during the three consecutive years between 2018 and 2021.

Name of Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position of the signer with the Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature and stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Appendix 4 – Manufacturer's Declaration for the Tender

**To:**

Israel Government Procurement Administration (IGPA), Accountant General, Ministry of Finance, Israel

Re: Central Tender 05-2022 for the Procurement and Supply of Cyber Security Products and Services for the Government Ministries and Additional Government Units (hereinafter: the "Tender")

I the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of the company \_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is a manufacturer of Products and Services in the field of Cyber Security(hereinafter: the "Manufacturer") having been advised that I must tell the truth and that I will be subject to the penalties stipulated by law if I fail to do so, hereby declare that:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: the "Bidder") is currently authorized by us for the sale, supply, install and service of our products and services in Israel during at least the last twelve (12) months before the tender submission deadline.
2. The Bidder is *[check appropriate box]:*

A licensed supplier/authorized reseller of the Manufacturer for the services and products offered.

The manufacturer or a subsidiary of the Manufacturer in Israel.

1. The Bidder is certified by us, the Manufacturer, at the highest certification level available for our products and services.
2. The Manufacturer confirms it is familiar with the Tender and its terms.
3. The Manufacturer sold (directly or indirectly) cyber security products and services in the amount of no less than 150 million Dollars (Cumulatively) during three consecutive years in the years 2018-2021.

*[All terms – as defined in the Tender]*

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| Name of Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Position with Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Signature and seal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Appendix 5 – Declaration of the Manufacturer for the Competitions**

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| **This Appendix is brought to the attention of the Bidders at the tender stage** |

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| **This Declaration is not to be submitted in the framework of the submission of the bids to the Tender** |

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| **This Declaration may be signed in Hebrew or in English** |

**Declaration of the Manufacturer**

**To**

**Israel Government Procurement Administration (IGPA), Accountant General, Ministry of Finance**

Subject: [Number and Name of the Competition Published in the Framework of Central Tender 05-2022 for the Procurement and Supply of Goods and Services in the Field of Information Security and Cyber Protection for government Ministries and Auxiliary Units](hereinafter: “**Competition**”)

I the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, from the \_\_\_\_\_\_\_\_\_\_\_ company, which is a manufacturer of the goods and services being offered in the Competition (hereinafter: “**Manufacturer**”) by the Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: “**Bidder**”), hereby declare as follows:

1. The Bidder, which is offering goods and services produced by us for competition, is authorized by the Manufacturer to sell, install and give service to goods and services within the boundaries of Israel, as authorized on behalf of the Manufacturer, for a period of at least one year prior to the final date for submission of bids in the Competition.
2. The Bidder is (*mark one of the possibilities*):

An authorized supplier of ours in Israel for the goods and services being offered.

Our (the Manufacturer’s) company or a subsidiary of ours in Israel.

1. The Bidder holds the highest qualification of the Manufacturer in the field of the Competition.
2. The Manufacturer confirms that it knows the terms of the Tender and the Competition.
3. The Manufacturer undertakes:
4. That to the best of its knowledge, there is no obstacle to the Bidder in the Competition supplying the goods and/or services of the Manufacturer under the conditions required in the Tender for the entire period of the Competition, including the option periods included therein.
5. To give full backup to the Bidder in Israel, to supply and make available to the Bidder in the Tender the services and/or goods of the Manufacturer so that it meets the conditions required in the Tender, including supplying and making available expert and skilled manpower, supplying spare parts and updates to software and the establishment of an escalation mechanism from the supplier to it and assisting in protecting continuity in the giving of guarantees for the products made by us, all for the entire period of the Competition, including the option period included therein.
6. In the event the Bidder is prevented from continuing to give the services, the Manufacturer or its representative are obligated to assist in a transition to the supplying of the goods and services by a new supplier to be determined by the Administrator of the Tender.
7. To update the Bidder and the Administrator of the Tender immediately regarding items for which there is a possibility of end of production, marketing or support (end of sale, end of life or end of support) or they have already been declared.
8. Not to publish the fact of the winning by the Bidder in a certain Competition without the advance approval of the Administrator of the Tender.

Name of the Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position of the signer with the Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature and stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Appendix 5 – Manufacturer's Declaration for a specific invitation

**To:**

Israel Government Procurement Administration (IGPA), Accountant General, Ministry of Finance, Israel

Re: [Number and name of the specific invitation published as part of Central Tender 05-2022 for the Procurement and Supply of Cyber Security Products and Services for the Government Ministries and Additional Government Units] (hereinafter: the "Specific Invitation")

I the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of the company \_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is the manufacturer of the products and services offered in the Specific Invitation (hereinafter: the "Manufacturer") by the Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: the "Bidder"), having been advised that I must tell the truth and that I will be subject to the penalties stipulated by law if I fail to do so, hereby declare that:

1. The Bidder, offering the products and services manufactured by us in the Specific Invitation, is currently authorized by us for the sale, supply, install and service of our products and services in Israel for at least the last twelve (12) months before the Specific Invitation submission deadline.
2. The Bidder is *[check appropriate box]:*

A licensed supplier/authorized reseller of the Manufacturer for the services and products offered.

The manufacturer or a subsidiary of the Manufacturer in Israel.

1. The Bidder is certified by us, the Manufacturer, at the highest certification level available for the offered product line.
2. The Manufacturer confirms it is familiar with the terms of the Tender and the Specific Invitation.
3. The Manufacturer undertakes a commitment to:
   * That To the best of its knowledge, there is nothing to prevent the Bidder from supplying the products and/or services of the Manufacturer in accordance with the terms and conditions of the Tender for the entire duration of the Specific Invitation period, including the optional periods.
   * Provide full support to the Bidder in Israel, to supply to the Bidder with products and services needed to fulfill the Tender, including providing support of skilled and experienced personnel, spare parts, software updates and continuous Warranty for the products and services manufactured by it, and establishing an escalation process from the Bidder to it, for the entire Specific Invitation period, including the optional periods.
   * Do all in its power to provide continuous warranty for the products and services manufactured by it, inter alia by cooperating with the transfer of sales and warranty for the products and/or services to another supplier which will be determined by the IGPA, including in the event that the Bidder or the Manufacturer will not be able to continue to supply the products and/or services.
   * Immediately inform the Bidder and the IGPA about products and services which are at the end of production, sale or service and support cycle (End Of Life, End Of Sale or End Of Support).
   * Not to publish any information regarding the Bidder's win with respect to any specific Invitation published as part of this Tender.

*[All terms – as defined in the Tender]*

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| Name of Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Position with Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Signature and seal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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1. A confirmation of an accountant and an opinion of an accountant are alternate references. In cases where this is an accounting datum appearing in the audited financial statements/reviewed financial statements regarding financial information for interim periods, a reference will be submitted of the “confirmation” type; otherwise a special report will be submitted in the form of an “opinion”. Regarding accounting data which do not appear in the financial statements, the accountant will give a special report only on the subjects which are in the area of his professional employment. Similarly, if the auditing/reviewing procedure on the financial statements has not yet concluded, the accountant may give a special report if he has followed auditing procedures/reviewing procedures to his satisfaction regarding the adequacy and verification of the data on which he is giving the report. However, if in the opinion of the accountant, the completion of the audit/review is liable to lead to a change in the data in the declaration of the customer, he must indicate the circumstances of his avoidance in the special report. [↑](#footnote-ref-1)
2. A confirmation of an accountant and an opinion of an accountant are alternate references. In cases where this is an accounting datum appearing in the audited financial statements/reviewed financial statements regarding financial information for interim periods, a reference will be submitted of the “confirmation” type; otherwise a special report will be submitted in the form of an “opinion”. Regarding accounting data which do not appear in the financial statements, the accountant will give a special report only on the subjects which are in the area of his professional employment. Similarly, if the auditing/reviewing procedure on the financial statements has not yet concluded, the accountant may give a special report if he has followed auditing procedures/reviewing procedures to his satisfaction regarding the adequacy and verification of the data on which he is giving the report. However, if in the opinion of the accountant, the completion of the audit/review is liable to lead to a change in the data in the declaration of the customer, he must indicate the circumstances of his avoidance in the special report. [↑](#footnote-ref-2)