

**State of Israel—Ministry of Finance**

**Division of the Accountant General—
Government Procurement Administration**

**Central Tender No. 7-2222**

**For the Provision of Services and Systems to Government Ministries in Areas of Technological Infrastructure**

**Framework Tender Documents**

**Version 1 from July 4, 2022**

**The Tender Documents may be found at the website of the Government Procurement Administration at** [**www.mr.gov.il**](http://www.mr.gov.il) **under the heading – “Procurement of Services and Systems for Government Ministries in Areas of Technological Infrastructure.”**

Preface

* The Government Procurement Administration, in the Division of the Accountant General, Ministry of Finance (hereinafter: “**the Administrator of the Tender**”), is issuing Central Tender No. 7-2022 for the provision of technological infrastructure services and systems to government ministries, support units (hereinafter: **“the Tender”**), and associated entities as specified below in Chapter 3 of the Tender Documents (hereinafter: “**the Customers**”).
* This tender is a framework tender that concerns the provision of infrastructure technology services and systems and of any additional good or service that said systems and services shall require, as shall be determined from time to time by the Administrator of the Tender by promulgating competitions among suppliers who shall be chosen in the Tender.
* The Tender Documents are divided into chapters, as detailed below:

○ **Chapter 1 –** the Tender procedure, terms of participation, and terms for determining the list of framework suppliers.

○ **Chapter 2 –** the bid, to be submitted by a bidder competing in the Tender.

○ **Chapter 3 –** specifics of the proceeding for contracting with the winning supplier and the terms of said contract.

○ **Chapter 4 –**the contract agreement with the winning supplier.

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Chapter 1 – The Tender Process

1.1 Description of the Tender

**1.1.1 Principles of the Tender**

1.1.1.1 This tender is a public tender executed in accordance with the Mandatory Tenders Law, 5752-1992 (hereinafter: **“the Mandatory Tenders Law”**) and its regulations, and in accordance with the Mandatory Tenders Regulations, 5753-1993 (hereinafter: **“the Mandatory Tenders Regulations”**).

1.1.1.2 This tender is a framework tender that is meant to yield a list of framework suppliers from which the Customers shall procure goods and services that they need in relation to the subject of the Tender.

1.1.1.3 Among the framework suppliers, the Administrator of the Tender shall conduct occasional competitive proceedings for the procurement of goods and services (**“Competitions”**) at its sole discretion and with attention to the Customers’ needs.

1.1.1.4 A supplier chosen in a Competition shall provide the desired goods and services in accordance with capacity, service regions, requirements, and rules as shall be specified in the Competition documents.

1.1.1.5 During the Tender period, the Administrator of the Tender may issue a supplementary tender or republish the Tender:

1.1.1.5.1 In a supplementary tender, the Administrator of the Tender may add new suppliers to the list of suppliers.

1.1.1.5.2 In the republication of the Tender, the Administrator of the Tender may revise the terms of the Tender in any way, including deciding that a bidder in the Tender must submit a new bid, at its sole discretion.

1.2 Threshold Conditions for Participation in the Tender

**1.2.1 General**

**1.2.1.1 Any bidder that, on the final date for the submission of bids, satisfies the threshold conditions specified below may participate in the Tender.**

1.2.1.2 Proof of compliance with the threshold conditions shall be carried out in accordance with the instructions set forth in the Bid Booklet (Chapter 2).

**1.2.2 Administrative threshold conditions**

1.2.2.1 Insofar 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).

1.2.2.2 The Bidder undertakes that all items and services that it offers in the Bid, and in the Competitions that shall take place by force thereof, shall satisfy the licensing and standards requirements established by law for the provision of said items and services.

1.2.2.3 The Bidder complies with the requirements of the Public Entities Transactions Law (5736-1976) (hereinafter: “**the Public Entities Transactions Law**”).

1.2.2.4 **Compulsory industrial cooperation –** the Bidder undertakes to maintain industrial cooperation in accordance with the Mandatory Tenders (Mandatory Industrial Cooperation) Regulations, 5767-2007 (hereinafter: **“the Cooperation Regulations”**) insofar as the provisions of said Regulations shall apply within the framework of competitions carried out by virtue of the Tender.

**1.2.3 Professional threshold conditions**

1.2.3.1 Conditions pertaining to each manufacturer proposed by the Bidder

1.2.3.1.1 Each proposed manufacturer shall satisfy the following requirements:

1.2.3.1.1.1 A party that manufactures equipment and goods that shall be offered within the framework of the Tender and the Competitions held by force thereof, and the owner of their trademark (hereinafter: **“the Manufacturer”**), has an annual global sales volume of USD 10 million at the very least in two of the three years 2018, 2019, or 2020, in one (or more) of the fields specified in Section 3.1 of the Tender Documents.

1.2.3.1.2 The Bidder is a licensed importer, a licensed distributor, or a licensed retailer for the Manufacturer, or is the Manufacturer itself.

1.2.3.1.3 The Bidder has served as an official representative of the Manufacturer in the State of Israel, is certified at the highest level, and is authorized to sell, install, and provide service within the confines of the State of Israel for infrastructure technology services and systems, as an agent for the Manufacturer, for a period of at least one year before the final date for the submission of bids.

1.2.3.1.4 A bidder is not enjoined in any way from declaring more than one Manufacturer.

**1.2.3.2** **Experience and extent of activity of the Bidder**

1.2.3.2.1 The Bidder employs at least six service technicians who are officially certified by the Manufacturer.

1.2.3.2.2 The Bidder is active at the extent specified below:

1.2.3.2.2.1 The Bidder has provided business customers, in three of the four years 2017, 2018, 2019, and 2020 (either directly or by means of a licensed retailer) with goods and services sought in the Tender in one (or more) of the fields specified in Chapter 3 *infra,* on a monetary scale of at least NIS 5 million (not including Value Added Tax) each year.

1.2.3.2.2.2 The Bidder provided business customers in Israel, in the course of the year 2020, directly (i.e., not by means of subcontractors), with warranty or maintenance services for at least 1,000 items or systems composed of goods and services sought in the Tender in one (or more) of the fields specified in Chapter 3 *infra,* or technological infrastructure systems (or any combination thereof).

1.2.3.3 In a case where the Bidder, as an independent legal entity, fails to meet the professional threshold conditions specified above, and in the past underwent an organizational change (e.g., acquisition of activity, incorporation as a company, reorganization, or corporate merger in some other manner) such that the activity of relevance for compliance with the threshold conditions is integrated into the Bidder: in such a case, the Bidder may ask the Administrator of the Tender to add to its data, for the purpose of satisfying the threshold conditions, the data of the entity in which the activity preceding the organizational change took place. A decision concerning such recognition shall be made at the discretion of the Administrator of the Tender.

1.3 Competition

1.3.1 After completing Part A of the Tender and establishing the list of registered suppliers, the Administrator of the Tender shall hold from time to time, and in accordance with its needs and those of the Customers, Competitions for the sought-after goods and services.

1.3.2 The basic rules of the Competition are specified in Appendix 2 of Chapter 3 of the Tender Documents *infra.*

1.3.3 Within the framework of the Competition, the Administrator of the Tender may carry out updates and revisions of any of the foregoing requirements at its sole discretion, and this, *inter alia,* for the purpose of adding a Manufacturer, a licensed importer, a licensed distributor, or a licensed retailer for the Manufacturer in a given competition. Within this generality, the Administrator of the Tender may establish additional conditions for a given Competition, with which the Bidder shall have to prove compliance as part of the Competition stage.

1.4 Framework Supplier Candidate

1.4.1 A Bidder that satisfies the threshold conditions shall be declared a candidate for winning the framework stage.

1.4.2 The candidate must perform the following actions within a period of time that shall be defined by the Administrator of the Tender before it is declared a **framework supplier:**

1.4.2.1 **Registered corporation –** insofar as the winner is a corporation, it shall ensure non-delinquency in paying the annual fee to the Corporations Authority for years preceding the year in which the Bid is submitted and shall not be registered as in violation of the law or under notice of becoming so registered. For this purpose, the candidate shall authorize the Administrator of the Tender to review the data in the possession of the Corporations Authority.

1.4.2.2 Insofar as the winner is an association for the public welfare, a charitable trust, or an Ottoman society – it shall submit certification of proper management from the Registrar of Associations or the Registrar of Charitable Trusts, as the case may be, attesting that it satisfies the requirements of the Associations Law, 5740-1980; the Companies Law, 5759-1999, or the Trust Law, 5739-1979, as the case may be, concerning the manner of its proper management for the purpose of receiving certification, with the following exceptions, in which “certification of submission of documents” by the relevant registrar shall suffice:

1.4.2.2.1 Contracting with an association, an association for the public welfare, or a charitable trust, in which two years have not passed since the day of their registration;

1.4.2.2.2 Contracting with an Ottoman society.

1.4.2.3 **The Contract Agreement**—submission of the Contract Agreement specified in Chapter 4, with all of its appendices, in its most recent version, signed by an authorized signatory of the Bidder and bearing the Corporation’s stamp (insofar as the Bidder is a corporation).

**1.4.2.4 Framework guarantee**

1.4.2.4.1 The Bidder has attached to its Bid a guarantee in the sum of NIS 150,000 that shall remain in effect until a date that accords with the wording in Appendix C of Chapter 4.

1.4.2.4.2 Said guarantee shall come from a bank or an insurance company in accordance with the provisions specified in **Funds and Administration Regulations Directive 7.3.3 – Guarantees**.

1.4.2.5 An affidavit concerning the number of classified technicians who will provide service by force of the Bidder’s being the winner, as specified in Appendix E of the Contract Agreement.

1.4.3 Insofar as a candidate for winning fails to satisfy the foregoing requirements within the time set forth, the Administrator of the Tender may, at its sole discretion, give it an extension to satisfy said requirements or cancel its candidacy for the status of winner.

1.5 Declaring a Winning Supplier in the Framework Tender

1.5.1 After the candidate for winning satisfies the conditions set forth above, the Administrator of the Tender shall declare it a Framework Supplier and an authorized signatory on its behalf shall affix its signature to the Agreement.

 1.6 Tender Dates

**1.6.1 Final dates of the Tender**

1.6.1.1 The Tender procedure includes the stages specified below and shall be performed in accordance with the schedule specified below:

|  |  |
| --- | --- |
| Topic | Date |
| Bidders’ conference | The date shall be published on the website of the Government Procurement Administration |
| Final date for submitting clarification questions | No later than July 18, 2022 |
| Final date for placement of bids in the Tenders box | August 17, 2022, at 14:00 |

1.6.1.2 Any revision of the schedule shall be made solely by the Administrator of the Tender and at itsits sole discretion.

1.6.1.3 Any revision of Tender dates or related updates shall be published on the website of the Government Procurement Administration at [www.mr.gov.il](http://www.mr.gov.il), under the heading of the Tender – Central Tender 7-2022 for the Provision of Services and Systems to Government Ministries in Areas of Technological Infrastructure (“**the Page of the Tender**”).

**1.6.2 Bidders’ conference**

1.6.2.1 A bidders’ conference shall be held in a frontal manner on a date that shall be published on the website of the Government Procurement Administration. The Administrator of the Tender reserves the right to hold the conference in a different manner. In the event of a change in the way the conference is held, the Administrator of the Tender shall give notice of the change on the Tender Page of the website.

1.6.2.2 **Participation in the conference is not compulsory.** However, given that the participants in the conference may offer remarks about the Tender within this framework, their participation in the conference is recommended.

1.6.2.3 Participation in the conference is by prior registration. The Bidder shall submit a representative of the administrator of the conference, Mr. Doron Rotem (hereinafter: **“Representative of the Administrator of the Conference”**) by electronic mail (7.2022@mof.gov.il), up to one working day before the date of the conference, with the names, ID numbers, and mobile telephone numbers of delegates to the conference.

1.6.2.4 Each bidder may post no more than two delegates to the conference. It is the Bidder’s responsibility to ensure that the contact person receives the delegates’ particulars.

1.6.2.5 Answers given at the bidders’ conference shall be binding on the Administrator of the Tender only if given in writing and shared with all bidders in accordance with the clarifications detailed below.

**1.6.3 Clarification questions about the Tender**

1.6.3.1 In anycase of lack of clarity or remarks about 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, 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.

1.6.3.2 The application should have the heading: “Central Tender no. 7-2022 for the Provision of Services and Systems to Government Ministries in Areas of Technological Infrastructure.”

1.6.3.3 Bidders’ questions concerning the Tender shall be submitted only in the Excel worksheet that appears on the website as part of the Tender Documents, with a PDF file locked against editing or revisions alongside it.

1.6.3.4 The Administrator of the Tender shall not be required to respond to answer questions that are submitted after the final date or submitted orally, by telephone, or in any format other than that required.

1.6.3.5 Questions submitted anonymously shall not be answered.

1.6.3.6 The Administrator of the Tender may allow additional rounds of clarification questions by posting a notice on the Tender page of the on the website.

1.6.3.7 A Bidder who fails to address clarification questions about the Tender to the Administrator of the Tender in accordance with the Tender rules shall be enjoined against raising any future contention, demand, or claim against the terms of the Tender in future.

**1.6.4 Response of the Administrator of the Tender to clarification questions**

1.6.4.1 Answers and clarifications shall be given in writing only, shall be worded in the required manner, and shall be an integral part of the Tender Documents.

1.6.4.2 Answers and clarifications from the Administrator of the Tender shall be published on the Tenders page at the website. The Bidder is responsible for staying updated on the answers of the Administrator of the Tender as well as regular updates that are published as stated regarding this Tender.

1.6.4.3 The Administrator of the Tender may revise the Tender Documents and interpret or clarify their provisions.

1.6.4.4 The Administrator of the Tender is not bound to the wording of the question submitted andmay, when formulating a response to the clarification questions, abridge or rephrase the wording of the question.

1.6.4.5 The answers of the Administrator of the Tender will be published without the names of the applicants.

**1.6.5 Submission of Bids in the Tender**

1.6.5.1 Bids for the Tender shall be submitted online, by means of the bid submission system.

1.6.5.2 A link to the bid submission system for the purpose of bidding on the Tender shall be published on the Tender publication page at the website of the Government Procurement Administration. A Bidder interested in submitting a bid for the Tender shall press on the “Submit Bid” link on the Tender publication page, by which it will be sent on to the bid submission system.

1.6.5.3 For the purpose of submitting its Bid, the Bidder must identify itself by means of the government identification system and register itself with the bid submission system in advance.

1.6.5.4 After completing said identification, it is necessary to verify that the name and number of the relevant tender appears in the bid submission system.

1.6.5.5 In the framework of submitting the bid, the Bidder must act in accordance with the instructions appearing in the bid submission system, fill in 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.

1.6.5.6 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.

1.6.5.7 Submission of bids via the system after the final date for bid submission shall not be allowed.

1.6.5.8 A Bidder may submit only one bid! After completing the bid submission, no further submission or update of submission shall be permitted.

1.6.5.9 In the event of a lengthy technical problem that makes it impossible to submit bids for the Tender, the Customer may, by serving notice on the website, determine some other way of bidding on the Tender.

**1.6.5.10 Additional conditions for use of the bid-submission system:**

1.6.5.10.1 The maximum file size in a Bid is 10 MB and the maximum size of all files in the same bid is 50 MB. The Bidder shall examine the size of the files that it is submitting and verify that its Bid is within the limits.

1.6.5.10.2 PDF/Word/Excel/Signed files may be uploaded to the system.

1.6.5.10.3 Technical assistance: for technical issues and assistance in using the system, Bidders may turn to the support center on Sunday–Thursday, 8:00–17:00, using this link: htpps://merkava.mrp.gov.il/ccc/index.html. The name of the Tender and the final date for the submission of bids shall be noted in the query and screenshots shall be attached where necessary. The waiting time from the moment of sending the query to the response of a service representative shall not exceed four hours within the range of the call center’s hours of operation. In exceptional cases only, the waiting may exceed four hours. The support center is not obliged to respond to queries that reach it less than four hours from the final time for the submission of bids.

1.6.5.10.4 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 such a case, a new login to the system will be required.

1.6.5.10.5 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/).

1.6.5.11 A Bidder in the Tender is soley 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 in a timely manner. The Bidder will have no contention against the Customer regarding a fault 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.

1.7 Rules of the Tender

**1.7.1. Review of bids**

1.7.1.1 The Administrator of the Tender shall verify that the Bidder has submitted the Bid in accordance with the Tender instructions.

1.7.1.2 For the purpose of reviewing the Bids, the Administrator of the Tender may make use of a professional team that may include outside consultants.

1.7.1.3 The Administrator of the Tender may ask a Bidder to explain a given detail in its Bid, complete a missing detail therein, or submit an additional or alternative document that demonstrates its compliance with the conditions of the Tender and the threshold conditions of the Tender, all of which within a fixed period of time. Failure to respond to said request, or a response not given within the specified time period, may result in the disqualification of the Bid.

1.7.1.4 After the Bidder has been given an opportunity to supplement and correct the Bid, the Administrator of the Tender may disqualify a bid that still fails to satisfy the requirements of the Tender or may, at its discretion, ask the Bidder for additional supplementation.

1.7.1.5 For the purpose of reviewing the Bids, the Administrator of the Tender shall make use of information specified in the Bid that the Administrator of the Tender has submitted, and may also make use of other reliable information sources including professional information at its disposal; the past experience of the Administrator or of one of the Customers with the Bidder, insofar as such experience exists; public information about the Bidder, opinions from professional consultants, and the like.

**1.7.2 Disqualification of bids**

1.7.2.1 The Administrator of the Tender may, at its discretion, disqualify a bid that has been submitted in the Tender, *inter alia*, if one of the following conditions is met:

1.7.2.1.1 **Disqualification of an incomplete or unclear bid –** if a Bid on the Tender is so deficient that, in the judgment of the Administrator of the Tender, its essence cannot be understood or, alternatively, if it suffers from a lack of clarity or a is perceptibly disorganized.

1.7.2.1.2 **Disqualification of a losing bid –** if the Bid is so economically disadvantageous to the Bidder as to create doubt about the Bidder’s ability to meet its obligations if it were to win the Tender.

1.7.2.1.3 **Disqualification of a fraudulent bid or one submitted in bad faith –** if a bid includes unusual prices or discounts, cross-subsidization, dumping, and so on, in relation to the Bid itself, to other bids, or to market prices; that includes misleading information; and any other case in which the Bid is tainted by bad faith, including bad faith action or behavior by the Bidder within the framework of the Tender.

1.7.2.1.4 **Disqualification of Bidder due to the Bidder’s behavior in previous tenders and contracts –** ifthe Bidder, within the framework of a previous tender or contract with the Administrator of the Tender or a Customer, acted in bad faith, deceitfully, fraudulently, or unethically, gave misleading information or inaccurate material information, or exhibited extreme unprofessionalism in a manner that, in the opinion of the Administrator of the Tender, justifies its disqualification.

1.7.2.1.5 **Disqualification of** **a Bid due to the Bidder’s financial situation –** if the Bidder’s current or anticipated financial situation, including bankruptcy or liquidation proceedings or material claim against it, raises concern about its ability to discharge its obligations associated with winning the Tender.

1.7.2.1.6 **Disqualification** **of a Bid due to conflict of interests –** if a direct or indirect conflict of interest exists, or there is concern about a conflict between the interests of the Bidder, its Bid, or its principals and its participation in and winning the Tender or its performance of the services in a way that, in the opinion of the Administrator of the Tender, cannot be cured.

1.7.2.1.7 **Disqualification 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.

1.7.2.2 In such cases, the Bidder will be entitled to argue its case, orally or in writing, before the final decision is made, at the sole discretion of the Tenders Committee.

**1.7.3 A small number of bids**

1.7.3.1 If three or fewer bids are submitted in the Framework Tender, or if three or fewer bids remain for discussion by the Tenders Committee after the Bids are reviewed, the Administrator of the Tender may, at its sole discretion:

1.7.3.1.1 conduct a supplemental tender in accordance with the provisions of Section 1.1.1.*5,* before Competitions under this Tender take place;

1.7.3.1.2 declare the remaining Bidders as the Framework Suppliers;

1.7.3.1.3 cancel the Tender and issue a new tender.

**1.7.4 Appointment of representative by the Bidder**

1.7.4.1 For the purposes of the Tender, the Bidder shall appoint a representative (as specified in Chapter 3) who shall be the sole address for any communication relating to the Tender.

1.7.4.2 Any response or communication sent by the Bidder’s representative to the Administrator of the Tender, or by the Administrator of the Tender to the Bidder’s representative, shall be binding upon the Bidder.

**1.7.5 Validity of Bids**

1.7.5.1 A Bid shall be valid for 90 days after the final date for the submission of bids. The Administrator of the Tender may announce an extension of the validity of the Bid for a further period of 90 days, for the purpose of concluding the Tender proceeding.

1.7.5.2 A Bidder may not withdraw its bid during the period in which its bid is valid.

**1.7.6 Cancellation or revision of the Tender**

1.7.6.1 The Administrator of the Tender may, at its initiative and its sole discretion, cancel, revise, or update the Tender, including adjustments of the dates specified therein and publication of clarifications about the contents thereof.

1.7.6.2 Such revisions 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.

1.7.6.3 If only one Bid remains at the end of the Tender proceeding, the Administrator of the Tender, at its sole discretion, may cancel the Tender and issue a new tender.

1.7.6.4 The Administrator of the Tender is not required to compensate Bidders in the event of cancellation of the Tender.

1.7.6.5 Contracting with a winner in the Tender is contingent on the existence of an available budget. If it will not be possible to contract with the winner of the tender for budgetary reasons, the Administrator of the Tender may cancel the Tender.

**1.7.7 Expenses**

1.7.7.1 Bidders that choose to submit a Bid in the Tender shall bear any financial cost that is required for their participation in the Tender and shall not be entitled to any reimbursement whatsoever from the Administrator of the Tender on account of said costs.

1.7.7.2 The Bidder shall not be entitled to reimbursement of expenses or any compensation whatsoever in connection with the Tender, including in the case of its termination, delay, revision of terms, or cancellation.

**1.7.8 Jurisdiction**

1.7.8.1 Jurisdiction in anything related to topics and matters associated with the Tender, or to any claim originating in the management of its proceedings, shall lie exclusively with the competent courts of law in Jerusalem.

**1.7.9 Confidentiality of Bid and right to review**

1.7.9.1 Subject to the provisions of the law, the Administrator of the Tender undertakes not to reveal the content of any Bid to any third party that is not an employee or consultant of the Administrator of the Tender for the purposes of the Bid, who are also subject to the duty of confidentiality and non-use of the Bid except for the purposes of the Tender shall apply.

1.7.9.2 Notwithstanding the foregoing, in accordance with Regulation 21(e) of the Tenders Law Regulations, Bidders that do not win the Tender have the right to review the winning bid as well as additional documents associated with the Tender, with the exception of documents that are tantamount to trade or professional secrets or that are liable to impair the security, foreign relations, and economy of the state and public safety.

1.7.9.3 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.

1.7.9.4 A Bidder that claims that a certain part of its bid is a trade secret, a professional secret, or confidential for any other reason mentioned in the Mandatory Tenders Regulations, shall forfeit the right to review this part of the winning Bidder’s Bid.

1.7.9.5 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.

1.7.9.6 If the Tenders Committee of the Administrator of the Tender rejects a claim by the winning Bidder to the effect that parts of its bid are a trade or professional secret, the Administrator of the Tender will advise said Bidder of this at least five working days before the right to review is exercised.

1.7.9.7 Subject to the foregoing, by participating in the Tender, the Bidder agrees that if it is declared the winner of the Tender, its proposal shall be made available to the other bidders in the Tender for review in accordance with the provisions of the law and of the Mandatory Tenders Regulations.

Chapter 2 – The Bid

2.1 Submission of the Bid

**2.1.1 Rules for completion of the Bid Booklet**

2.1.1.1 This Chapter constitutes the Bidder’s response to the Tender. **There is no need to** respond to any other part of the Tender or to attach any document that is not required by this Chapter.

* + 1. 2.1.1.2 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, conditioned or revised.

2.1.1.3 In the case of any questions or a lack of clarity in the Tender Documents, the Bidder must conteact the Customer with the question to receive a clarification, as detailed in **Chapter 1** of the Tender Documents.

2.1.1.4 The Bidder may attach any relevant document or file in order to add detail and illustrate the contents of the Bid. It should be emphasized that the Bid review of the bid shall be based on on the basis of the details provided in the Bid Booklet.

2.1.1.5 Lack of detail in the Bid, or unnecessary details that do not respond to a requirement in the Tender, may result in a low score of the Bid or its disqualification at the sole discretion of the Customer.

**2.1.2 List of documents for submission**

2.1.2.1 A response to the Bid Booklet specified in Chapter 2, including its appendices, in a scanned PDF file completed and duly signed by the authorized signatories of the Bidder;

2.1.2.2 A complete response to the Bid Booklet, including its appendices, in a digital Word file (not a scanned document);

2.1.2.3 Any additional document that the Bidder considers relevant to the Bid, either as a source file (Word, Excel, etc.) or scanned in PDF format and signed by the Bidder’s authorized signatory. If the Administrator of the Tender issues an updated version of the Tender pursuant to clarifications that he or she has given, or for any other reason whatsoever, the Bidder shall submit its response in accordance with the updated version.

**2.1.3 Additional instructions for** submission

2.1.3.1 In the event that the the contents of the scanned documents and those of the digital format documents are not identical, the Administrator of the Tender may determine, on the basis of its best understanding and at its sole discretion, which file shall be binding for the Bidder.

2.1.3.2 It is stated for clarity that only Chapter 2 need be submitted and that there is no need to submit the Tender booklet or the responses of the Administrator of the Tender to clarification questions about the Tender.

2.1.3.3 When submitting a digital bid, there is no need to submit a physical copy of the Bid.

2.1.3.4 It is stated for emphasis that the absence of an answer, an answer that does not comply with the requirement, the lack of a response to a requirement, or an unclear or equivocal response may result in disqualifying the Bid or giving it a low score, all of which at the sole discretion of the Administrator of the Tender.

2.1.3.5 If the Administrator of the Tender has published an updated version of the procedure of the Tender or of these Appendices pursuant to clarifications that it has given, the Bidder must make sure to submit its response on the basis of the updated version.

2.2 Bidder’s Details

|  |  |
| --- | --- |
| Bidder’s name |  |
| Type of Bidder (corporation/partnership/authorized dealer, etc.) |  |
| Date of registration in register (if relevant) |  |
| Identity number (e.g., corporate ID number) |  |
| Bidder’s contact person for the purpose of the Tender | Name: |
| Telephone: |
| Email: |

2.3 Proof of Compliance with Threshold Conditions

2.3.1 In accordance with the provisions of this Chapter, the Bidder shall specify its compliance with the threshold conditions that are detailed in the Tender. Only a Bidder that complies with all the threshold conditions specified below may contend for the Tender.

2.3.2 In submitting its bid for the Tender, the Bidder states and undertakes that it has met all the threshold conditions specified in Chapter A of the Tender Documents, as detailed in the following:

**2.3.3 Administrative threshold conditions**

2.3.3.1 The Bidder is a lawfully registered corporation in Israel. It is stated for clarity that if the Bidder is a partnership, said partnership must be lawfully registered.

2.3.3.2 The Bidder undertakes that all items and services that it is offering meet the lawful licensing and standards requirements for the provision thereof.

2.3.3.3 The Bidder complies with the provisions of the Public Entities Transactions Law:

2.3.3.3.1 It maintains accounts books and records as required by the Income Tax Ordinance and the Value Added Tax Law, 5736-1975 (hereinafter: **“the Value Added Tax Law”**) or is exempt from having to maintain them.

2.3.3.3.2 It reports its income to the Israel Tax Authority and reports transactions taxable under the Value Added Tax Law to the Administration.

2.3.3.3.3 Neither it nor “any person connected ” with it (as defined in Section 2b of the Public Entities Transactions 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: “**the** **Foreign Worker Law**”) or pursuant to the Minimum Wage Law, 5747-1987 (hereinafter: “**the** **Minimum Wage Law**”) on behalf of the Bidder in the Tender, or they have been convicted as aforesaid but at least one year has passed from the date of the last conviction to the date of submission of the

2.3.3.3.4 It complies with the requirements in Section 2b1 of the Public Entity Transactions Law concerning appropriate representation of persons with disabilities, as follows (please check the appropriate box):

2.3.3.3.4.1 □ The provisions of Section 9 of the Equal Rights for Persons with Disabilities Law, 5758-1988 (hereinafter: **“the Equal Rights Law”**) do not apply to the Bidder.

2.3.3.3.4.2 □ The provisions of Section 9 of the Equal Rights Law apply to the Bidder and the Bidder is in compliance with them.

2.3.3.3.4.3 □ If the provisions of Section 9 of the Equal Rights Law apply to the Bidder, place a check in the appropriate box:

2.3.3.3.4.3.1 □ The Bidder employs fewer than 100 workers.

2.3.3.3.4.3.1 □ The Bidder employs 100 ore more workers.

2.3.3.3.4.4 □ If the Bidder employs 100 or more workers, check the appropriate box:

2.3.3.3.4.4.1 □ The Bidder undertakes that insofar as it wins the Tender, it will contact the Director General of the Ministry of Labor and Social Services in order to determine whether it meets its obligations under Section 9 of the Equal Rights Law and, where necessary – to receive instructions as to their implementation.

2.3.3.3.4.4.2 □ 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.

2.3.3.4 Obligation of **industrial cooperation –** the Bidder undertakes to maintain industrial cooperation in accordance with the Industrial Cooperation Regulations, insofar as the provisions of said regulations apply in the framework of the competitions that shall be carried out by virtue of the Tender.

2.3.3.5 **Licensing and standards –** 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 by virtue of the tender.

**2.3.4 By submitting this Bid Booklet, the Bidder affirms that it complies with the threshold conditions specified in Section 1.2 *supra.***

2.4 Additional Undertakings of Bidder

**2.4.1 Eligibility to compete in the Tender**

2.4.1.1 The Bidder has carefully read the Tender Documents with all their chapters, appendices, conditions, and sections, including all clarifications published by the Customer; understands everything stated therein; and gives its consent thereto.

2.4.1.2 The Bidder has carefully read the conditions for contracting with the winning Supplier, including the Contract Agreement with its appendices; understands everything stated therein; and gives its consent thereto.

2.4.1.3 The Bidder is not in the midst of bankruptcy or liquidation proceedings and is not subject to any material claims that may impair its functioning insofar as it wins the Tender.

2.4.1.4 There is no legal impediment to the Bidder’s participating in the Tender.

2.4.1.5 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.

2.4.1.6 The Bidder undertakes to notify the Administrator of the Tender, immediately and immediately, of any material change that applies to the information that it has shared within the framework of its Bid in the Tender.

**2.4.2 Non-coordination of Tender Bids**

2.4.2.1 The details appearing in this bid were independently determined by the Bidder, without consultation, arrangement or connection with another Bidder.

2.4.2.2 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.

2.4.2.3 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.

2.4.2.4 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.

2.4.2.5 The Bidder has not been involved in any attempt to cause another competitor to submit an uncompetitive bid of any kind whatsoever.

2.4.2.6 This Bid is being submitted in good faith.

**2.4.3 Bidder’s independence**

2.4.3.1 The Bidder does not hold, and is not held by, another Bidder in the Tender. (For this purpose, “holding” denotes a direct or indirect stake of 25% or more of means of control as defined in the Securities Law, 5728-1968.)

2.4.3.2 No entity holds 25% or more of means of control in it and in another Bidder in the Tender.

2.4.3.3 The Bidder is not a subcontractor of another Bidder in the Tender in connection with the performance of the services in this Tender.

2.5 Application for Preferential Treatment

**2.5.1 Business controlled by woman**

2.5.1.1 A Bidder that is a “business controlled by woman” and is interested in receiving preferential treatment for this reason shall attach a confirmation and affidavitaffidavit to its Bid, all in accordance with the provisions of Section 2b of the Mandatory Tenders Law.

2.6 Request for Confidentiality

**2.6.1 Check the appropriate section:**

2.6.1.1 □ By checking Section 2.6.1.1 herewith, the Bidder affirms that there are ***no*** parts of its bid that it wishes to keep confidential.

2.6.1.2 □ By checking Section 2.6.1.2 herewith, the Bidder affirms that there ***are*** parts of its bid that it wishes to keep confidential.

2.6.1.3 In accordance with the contents of **Chapter 1** of the Tender Documents, below are the pages, sections, or documents included in the Bid that the Bidder wishes to prevent other bidders in the Tender from viewing (on the grounds of protecting a trade or professional secret or by any other rationale appearing in Regulation 21(e) of the Mandatory Tenders Regulations).

| **Page/section number** | **Subject of the section** | **Reason for maintaining confidentiality** |
| --- | --- | --- |
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**2.6.2** **By affixing our signatures, we certify the following:**

2.6.2.1 We have read all the provisions of the Tender and understand and accept every part of the Tender, and the Bidder shall be enjoined and silenced against expressing grievances against the terms of the Tender from the moment this Bid is submitted.

2.6.2.2 The details appearing in this Bid, including its appendices, are true and the Bidder is able and intends to comply with every detail in its Bid and with the provisions of the Tender.

2.6.2.3 Our Bid is submitted in accordance with the conditions of the Tender and complies with the conditions and requirements of the Tender.

2.6.2.4 We are authorized to sign and obligate ourselves to 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 |

2.7 List of Appendices to be Attached to the Bid

| **Appendix no.** | **Appendix title** | **Appendix description** |
| --- | --- | --- |
| **1.** | Certification of “**authorized official**”(There is no wording in the Tender Documents; the Bidder must produce it on its own) | The Bidder shall attach a valid confirmation from an accountant or a tax consultant on bookkeeping and reports to the tax authorities as required by the Public Entities Transactions 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://wwhw.misim.gov.il/gmishurim/frmInputMekabel.aspx?cur=0>  |
| **2.** | **Affidavit regarding the absence of convictions for hiring foreign workers and minimum wage in accordance with the Public Entities Transactions Law**  | The Bidder shall attach an attorney’s affidavit in accordance with the provisions of Appendix 2 *infra*. |
| **3.** | **Certification of CPA** | Certification from a CPA-auditor concerning the extent of the Bidder’s activity, as required by the threshold conditions, in the wording specified in the Appendix *infra.* |
| **4. and 5.** | **Affidavits from Manufacturer (Appendix 4) or of Licensed Importer (Appendix 5)** |  A declaration of CPA approval, regarding the scope of the bidder’s activity, as required by the threshold conditions, in accordance with the wording detailed in the appendix below. |

Appendix 2 to the Bid Booklet – Affidavit of Absence of Foreign Worker Employment and Minimum Wage Violations

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

1. I hereby submit this Affidavit in the name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Bidder (hereinafter: **“the Bidder”**), which wishes to contract with the Administrator of Tender 7-2022 for the Provision of Services and Systems to Government Ministries in Areas of Technological Infrastructure. I affirm that I am authorized to submit this Affidavit in the name of the Bidder.

2. In this Affidavit of mine, the meaning of the term “related party” is as defined in the Public Entities Transactions Law, 5736-1976 (hereinafter: **“the Public Entities Transactions Law”**). I confirm that the meaning of this term has been explained to me and that I understand it.

3. The meaning of the term “Offense” – 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.

.

4. The Bidder is a corporation registered in Israel.

 **(Check the appropriate box)**

□ Neither the Bidder nor any related party has been convicted of more than two infractions up to the final date for the submission of bids (hereinafter: **“Date of Submission”**) on behalf of the Bidder, Central Tender 7-2022, for the Provision of Services and Systems to Government Ministries in Areas of Technological Infrastructure.

□ Neither the Bidder nor any related party 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.

□ Neither the Bidder or nor any related party 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.

5. I affix my name and signature below and state that the contents of my Affidavit above are true.

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature and stamp  |

**6. Attorney’s certification**

I the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, attorney-at-law, confirm that on [date] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Mr./Ms \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who identified himself/herself by ID number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or who is personally known to me, appeared before me at my office on \_\_\_\_\_\_\_\_\_\_\_ 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 in my presence.

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature and stamp |

Appendix 3 to the Bid Booklet – Accountant’s Certification

To be printed on the Accountant’s letterhead

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

Attn:

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

**a. Re: Accountant’s certification of data from financial statements (or any other information appearing in financial statements[[1]](#footnote-1)) for three of the years ending from December 31, 2017, to December 31, 2020**

At your request and as the Certified Public Accountant of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: **“the Bidder”**), we hereby confirm the following:

1. We have been the Certified Public Accountants of the Bidder since [year] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. Delete the superfluous material in Sections 2.1 and 2.2**:**

2.1 The Bidder’s audited/reviewed financial statements (delete the superfluous choice) as of [date / dates] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ were were audited/ reviewed (as appropriate) by our office. The report of the other auditors was signed on the following day/s \_\_\_\_\_\_\_\_\_\_\_\_.

2.2 The Bidder’s audited/reviewed financial statements (delete where appropriate) as of [date / dates] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ were audited/reviewed (as appropriate) by other accountants. The report of the other auditors was signed on the following day/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. **Delete** **either Section 3.1 or Section 3.2, as appropriate:**

3.1 The account-auditors’ report as of [date] \_\_\_\_\_\_\_\_\_ includes no disclaimer and/or reference to a going concern note or any other deviation from the standard wording.

3.2 The account-auditors’ report as of [date] \_\_\_\_\_\_\_\_\_ includes a deviation from the standard wording but said deviation has no implications for the information specified in Section 4 *infra*.

4. In accordance with the aforementioned financial statements, the Bidder is in compliance with the mandatory conditions in 1.2.3.2.2 of the Tender.

Respectfully,

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

Certified Public Accountants

To be printed on the Accountant’s letterhead

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

Attn:

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

**b. Re: Confirmation of an Accountant on the affirmation of the Managers of the Bidder in the Tender regarding information from the financial system of the Bidder[[2]](#footnote-2)**

1. We have audited the financial data in the affirmation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [hereinafter: **“the Bidder”**) concerning compliance with the conditions appearing in Section 1.2.3.2.2 of the Tender, attached to this Opinion and marked with our stamp for identification purposes only. This affirmation is within the responsibility of the administration of the Bidder. Our responsibility is limited to offering an opinion about the financial data in the aforementioned affirmation on the basis of our audit.

2. 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 confirming with a reasonable degree of certainty that there is no significantly misleading presentation in the above-mentioned affirmation. The audit includes a sampling of evidence supporting amounts and information in the declaration. We believe that our audit provides a proper basis for our opinion.

3. In our opinion, the financial data in the aforementioned Affidavit adequately reflect, in all material respects, the contents of the Bidder’s statement in accordance with the records on which they are based.

Respectfully,

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

Certified Public Accountants

To be printed on the Accountant’s letterhead

**c. Re: Accountant’s opinion of Affidavit by Bidder’s managers
concerning information from the Bidder’s financial system**

1. I the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ID number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, after having been cautioned that I must tell the truth and am liable to the penalties established in law if I fail to do so, affirm the following:

1.1 I hereby give my Affidavit herewith in the name of \_\_\_\_\_\_\_\_\_, which is a Bidder in Central Tender 7-2022 for the Provision of Services and Systems to Government Ministries in Areas of Technological Infrastructure (hereinafter: “**the Tender**”) seeking to enter into a contract with the with the Administrator of the Tender (hereinafter: “**the Bidder**”).

1.2 My position with the Bidder is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1.3 I affirm that I am authorized to issue this Affidavit in the name of the Bidder.

1.4 Wherever contents of this Affidavit are expressed in the plural, they are stated in my name and in that of the Bidder:

1.4.1 The Bidder provided business customers in Israel, in the course of the year 2020, directly (i.e., not by means of subcontractors), warranty or maintenance services for at least 1,000 items or systems composed of goods and services requested in the Tender in one (or more) of the areas set forth in Chapter 3 below, or systems in the field of infrastructure technologies (or any combination thereof).

2. I affix my name and signature below and state that the contents of my Affidavit above are true.

|  |  |  |  |
| --- | --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_Full name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_Position with the Bidder | \_\_\_\_\_\_\_\_\_\_\_\_\_Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature and stamp of authorized signatory |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_Full name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_Position with the Bidder | \_\_\_\_\_\_\_\_\_\_\_\_\_Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature and stamp of authorized signatory |

Appendix 4 to the Bid Booklet –
Manufacturer’s Affidavits

**This Statement may be signed in Hebrew or in English.**

Manufacturer’s Affidavit

**Attn:**

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

**Subject: Central Tender 7-2022 for the Provision of Services and Systems in the Fields of Technology Infrastructure for Government Ministries** (hereinafter: **“the Tender”**)

1. I the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ID number \_\_\_\_\_\_\_\_\_\_\_\_, from thethe company \_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is the manufacturer of the goods and services offered in the Tender (hereinafter: the “**Manufacturer**”) by the Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: the “**Bidder**”), hereby declare that:

* 1. The Bidder, offering the goods and services manufactured by us in the Tender, has been 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 [check appropriate box]:

[ ]  a licensed importer/supplier/authorized reseller of the Manufacturer for the services and goods being offered.

[ ]  our (the Manufacturer’s) company or a subsidiary of the Manufacturer in Israel.

* 1. The Bidder is certified by us, the Manufacturer, at the highest level of certification available for the product line offered.
1. The Manufacturer confirms that it is familiar with the Tender and all of its terms.
2. The Manufacturer had an annual global sales volume of no less than USD 10 million during two of the three years 2018, 2019 and 2020, in one (or more) of the technology infrastructure fields referred to in Section 3.1 of the Tender Documents.
3. The Manufacturer makes the following undertakings:
	1. To the best of the Manufacturer’s knowledge, there is no impediment to the Bidder’s supplying the goods and/or services from the Manufacturer, in accordance with the terms and conditions of the Tender for the entire duration of the procurement and service periods, including the option periods.
	2. It undertakes to provide full support to the Bidder in Israel, to supply the Bidder with goods and services needed to fulfill the Tender, including providing support of skilled and experienced personnel, spare parts, software updates and continuous warranty for the goods and services manufactured by it, and to establish an escalation process from the Bidder to it, for the entire procurement and services period.
	3. In the event that the Bidder is unable to continue to supply the goods and/or services, the Manufacturer or its representative shall cooperate in transferring sales and warranty for the goods and/or services to another supplier that the Administrator of the Tender shall determine.
	4. It shall immediately apprise the Bidder and the Administrator of the Tender about goods and services that have reached the end of their production, sale, or service and support cycle (End of Life, End of Sale, or End of Support), or that have already been declared as such.

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

Position with Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Appendix 5 to the Bid Booklet –
Licensed Importer’s Affidavit

|  |
| --- |
| **Attn:****Israel Government Procurement Administration (IGPA), Accountant General, Ministry of Finance** |
| **Re: Central Tender 7-2022 for the Provision of Services and Systems in the Fields of Technology Infrastructure for Government Ministries** (hereinafter: **“the Tender”**) |
|  I the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ID number \_\_\_\_\_\_\_\_\_\_\_\_, of Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is [check where appropriate]  □ a licensed importer / □ a licensed distributor for the manufacturer of equipment \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ offered in the Tender (hereinafter: **“the Manufacturer”**) by Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: **“the Bidder”**) in the Tender, hereby affirms the following:  |

1. Our company is licensed by the Manufacturer to import and distribute, by means of resellers, equipment, goods, and services that are manufactured by the Manufacturer in the area of concern in the Tender. **Attached herewith is a certification from the Manufacturer as an appendix to our Affidavit herewith.**

2. The Bidder, who offers the aforementioned equipment, goods, and services from the Manufacturer for the Tender, has been authorized by the Manufacturer to sell, install, and service goods and services in the field of the Tender in Israel, as a provider authorized by ourselves or by the manufacturer, for a period of at least one year before the final date for the submission of bids.

3. The Manufacturer had an annual global sales volume of no less than USD 10 million in **two** of the three years 2018, 2019 and 2020, in one (or more) of the fields of technology infrastructure referenced in Section 3.1 of the Tender Documents.

4. The licensed importer/licensed distributor undertakes the following:

4.1 To the best of the Manufacturer’s knowledge, there is no impediment to the Bidder’s supplying the goods and/or services from the Manufacturer, in accordance with the terms and conditions of the Tender, for the entire duration of the procurement and service periods including the option periods.

4.2 It undertakes to provide full support to the Bidder in Israel, to supply the Bidder with goods and services needed to fulfill the Tender, including support from skilled and experienced personnel, spare parts, software updates, and continuous warranty for the goods and services manufactured by it, to establish an escalation process vis-à-vis the Manufacturer, and to help maintain continuity in providing a warranty for products manufactured by the Manufacturer, all of which for the entire procurement and services period.

4.3 In the event that the Bidder is unable to continue supplying the goods and/or services, it shall be obligated to assist in transferring the supply of goods and services to a new supplier that will be determined by the Administrator of the Tender.

* 1. It undertakes to immediately apprise the Bidder and the Administrator of the Tender of goods and services that are reaching the end of their production, sale or service, and support cycle (End of Life, End of Sale, or End of Support) or have already been so declared.

 **Attach Manufacturer’s certification that the affirmer is
a licensed importer or a licensed distributor.**

Name of licensed importer / licensed distributor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatory’s position with the licensed importer / licensed distributor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Appendix 5**

(This is identical to the English provided above)

**3. Chapter 3 – Implementation of the Contract**

3.1 Subject of the Tender

3.1.1 This Tender is a Framework Tender for the provision of systems and services in fields of infrastructure technology and also of any other good or service that said systems and services shall need, as the Administrator of the Tender shall determine from time to time by conducting Competitions among the suppliers that shall be chosen in the Tender. The goods and services to be sought in these Competitions, specified in Chapter 3 *infra,* include, *inter alia,* systems and services in the following fields:

3.1.1.1 computer and data storage hardware, such as servers of various kinds, data storage systems, backup platforms and systems, etc.;

3.1.1.2 LAN and WAN data communication infrastructures, such as switches, routers, SD-WAN systems, secure access service edge systems and services, SASE, etc.;

3.1.1.3 software and infrastructure services, such as virtualization systems, software-defined storage infrastructures, microservices and hyper-converged infrastructures, and so on;

3.1.1.4 software infrastructures, such as operating systems, data matrices, backup and survivability software, development-management systems, etc.

3.1.1.5 Technological infrastructure services as the Administrator of the Tender shall define;

3.1.1.6 additional solutions in this field, as shall be defined in the Competition Documents.

3.1.2 The systems and services sought shall be operated in the organization’s on-premise infrastructures, in a public cloud, or in hybrid use, as the Administrator of the Tender shall specify in each Competition.

3.1.3 In accordance with the discretion of the Administrator of the Tender, the Competitions associated with this Tender shall replace existing central contracts in the fields of technological infrastructure specified in Chapter 3 *infra*, such as:

3.1.3.1 Tender 2-2014, for the Provision of Storage Servers and Systems, Baskets 1, 3, 4, 5;

3.1.3.2 Tender 15-2015, for the Provision of Active Communication Equipment;

3.1.3.3 Tender 7-2019, for the Provision of Maintenance and Integration Services for Data Communication Systems;

3.1.3.4 Tender 12-2019, for the Provision of Rack Servers;

3.1.3.5 central price agreements for VMWare and Citrix.

3.1.4 It is stated for clarity that the existing contracts specified below shall remain operative in accordance with their conditions until their procurement periods expire and that the Competitions carried out under this Tender shall take place at the discretion of the Administrator of the Tender, in a gradual manner and in accordance with the government’s needs and the contracting periods established by force of the existing tenders.

3.1.5 In accordance with the documents of each existing central tender, the Administrator of the Tender may carry out a Competition within the framework of this Tender for parallel or complementary systems at its sole discretion. It is also stated for clarity that the Administrator of the Tender reserves the right to conduct additional Competitions by force of the Tender for additional technological infrastructures that have not been procured centrally as of the present writing.

3.2 General

3.2.1 This Chapter specifies the services sought and the manner of their provision. All activity interfaces between the Customer, as defined below, and the winning Supplier shall take place in accordance with the requirements specified in this Chapter and in the Tender Documents. On the basis of this Chapter, the Administrator of the Tender will issue a central tender notice to the Customers, summarizing the main points of the Tender in order to guide Customers in making purchases from the Framework Suppliers through individual requests by virtue of this tender.

3.2.2 The contracting method and the technical specifications for each configuration shall be defined in the documents of the Competitions for the various configurations, as shall be issued to Registered Suppliers within the framework of the Competition.

3.2.3 It is stated for clarity that the Administrator of the Tender is not committed to any quantity (in terms of money, number of projects, or quantity of equipment to be ordered) during the Contract Period. Accordingly, the Administrator of the Tender or the Customers may place orders by virtue of the Tender on any scale whatsoever and in accordance with their monetary or quantitative needs.

3.2.4 The Administrator of the Tender may issue additional tenders for the procurement of infrastructure technology equipment and services that are included in this Tender, provided that in said additional tenders the equipment and services should not be the core of the tender or the main part of the contract, and that they be procured in combination with an additional item not included in this Tender. Insofar as the Administrator of the Tender and the winner disagree about the tender under which a certain piece of equipment or a certain service should be procured, the position of the Administrator of the Tender shall have the final authority to decide.

3.2.5 In any case of disagreements about the way of performing the Contract, including matters related to warranty and maintenance services, the ultimate decision-making authority shall reside with the Administrator of the Tender.

3.3 The Contract Period

**3.3.1 General**

3.3.1.1 The Contract Period with the Framework Suppliers shall be 36 months from the time the Administrator of the Tender serves notice to the winning Framework Suppliers, and the Administrator of the Tender shall have the option of extending the Contract for another 24 months (total: 60 months), all in accordance with the specifics of the Tender Documents.

3.3.1.2 Unless the Administrator of the Tender serves notice to the contrary, the Contract Period shall be renewed automatically for an option period of 12 months each time, up to a maximum of two option periods, unless the Administrator of the Tender serves notice to the contrary at least 30 days before the end of the Contract Period or the end of each option, as the case may be. The decision of the Administrator of the Tender to exercise an option is not contingent on its decision to continue contracting with other Registered Suppliers.

**3.3.2 Competition periods**

3.3.2.1 The Administrator of the Tender may publish Competitions by virtue of the Framework Tender throughout the Contract Period. The Administrator of the Tender may determine in the Competition Documents that the Competition Period shall last beyond that of contracting in the Framework Tender.

3.3.2.2 The Administrator of the Tender may establish, in the Competition Documents, a period within which a winning supplier in the Competition may organize in order to prepare for the provision of the equipment and services which it has won. At the discretion of the Administrator of the Tender, the period of organization will also apply in the case of the replacement of a product due to the termination of its production or the addition of new products to the list of items included in the Competition.

3.4 The Customers

3.4.1 The entities listed below shall be considered Customers for the purposes of the Tender and shall procure the equipment, goods, and services referenced in the Tender from the winning Supplier for themselves or for other Customers.

**3.4.1.1 Government ministries and auxiliary units**

3.4.1.1.1 Insofar as new government ministries or additional auxiliary units are established during the Contract Period or if government ministries or auxiliary units are split during said Period, the Tender shall apply to the new government ministries and the new auxiliary units as well.

3.4.1.1.2 Notwithstanding the foregoing, the Ministry of Defense and its auxiliary units are not required to procure equipment, goods, and services in accordance with the Tender as aforesaid.

**3.4.1.2 Affiliated entities**

3.4.1.2.1 The following affiliated entities to which the Mandatory Tenders Law applies have been prequalified by the Administrator of the Tender as Customers for the purpose of this Tender:

3.4.1.2.1.1 The Israel Employment Service;

3.4.1.2.1.2 The Natural Damage in Agriculture Insurance Fund;

3.4.1.2.1.3 Apartment for Rent – the Government Housing and Rental Company;

3.4.1.2.1.4 The National Road Safety Authority;

3.4.1.2.1.5 Inbal Insurance Co., Ltd.

3.4.1.2.2 In the course of the Contracting Period, the Administrator of the Tender may delete affiliated entities to which the Mandatory Tenders Law applies from the list or may add additional ones thereto, and these shall also be considered Customers in this Tender. The Administrator of the Tender shall notify the Supplier of its decision as aforesaid, which shall be binding upon the Supplier.

**3.4.1.3** **Customer’s outsourcing supplier**

3.4.1.3.1 Upon approval of the customer, and for the purpose of execution of Services for it, an outsourcing Supplier of a customer may execute the purchase of goods pursuant to the terms of the Tender and will be deemed a customer with respect to the conditions detailed in this Tender.

3.4.1.3.2 The consideration to the Winning Supplier shall be paid by the Customer or the outsourcing Supplier according to the decision of the Customer. The Supplier is obligated to supply the goods to the outsourcing Supplier of the Customer, and there will be no objection to their provision, as stated in this Section, irrespective of the identity of the outsourcing Supplier.

3.4.1.3.3 All obligations of the Customer within the framework of this Tender shall apply to the outsourcing supplier and to the Customer for which the outsourcing supplier acts.

**3.4.2 Customers not obligated to make purchases by means of the Tender**

3.4.2.1 Notwithstanding the foregoing, in the following cases Customers are not obligated to make purchases in accordance with the provisions of the Tender or of any particular Competition:

3.4.2.1.1 Customers who, up to the date of the publication of the Tender or of a given Competition, had been contracting with a Supplier that has not become a winning Supplier for the procurement of equipment included in the Tender, shall be able to continue contracting with said Supplier, including exercising an option, except where superseded by the provisions of Regulation 14b of the Mandatory Tenders Regulations.

3.4.2.1.2 Procurement by force of previous tenders and contracting by the Administrator of the Tender;

3.4.2.1.3 With the approval of the Administrator of the Tender in each individual case and by approaching the Exemptions Committee at the Ministry of Finance, Customers may procure equipment, goods, or services by means other than the Tender. Said approval shall be given in accordance with the provisions of Regulation 14b of the Mandatory Tenders Regulations.

3.4.3 In addition to the foregoing, insofar as a public authority approaches a supplier for the purpose of contracting with it under an exemption from the Tender due to its having won the Tender (e.g., government companies in accordance with Regulation 34 of the Mandatory Tenders Regulations, corporations in accordance with Regulation 37 of the Mandatory Tenders Regulations, health maintenance organizations in accordance with Regulation 40a of the Mandatory Tenders Regulations, higher education institutes as defined in the Compulsory Tenders (Contracting by Higher Education Institute) Regulations, 5770-2010, or any other relevant entity), where the Supplier intends to agree to such contracting, the following conditions shall apply:

3.4.3.1 contractual connection with such parties is an independent contractual connection which does not affect contractual connections under this Tender A decision by a winning Supplier to provide services to these entities does not derogate from or absolve the Supplier of any obligation whatsoever in accordance with the provisions of this Tender.

3.4.3.2 Insofar as a winning Supplier offers equipment, goods, or services to these entities under conditions more favorable than those of the Tender, the Competitions, or the Agreement, such as a discount or other benefit of any type and kind whatsoever, in cash or in kind, said conditions shall also be offered to other Customers for orders of equipment and services placed after the date of contracting with the public entity. The winner shall apprise the Administrator of the Tender of any such contracting immediately upon the execution of the contract with said entity.

3.5 Parties Involved

**3.5.1 Management**

**3.5.1.1 Administrator of the Tender**

3.5.1.1.1 The contact person at the Government Procurement Administration in the Ministry of Finance who is responsible for the management of contracting by force of the Framework Tender and the Competitions.

**3.5.1.2 Contact person for the winning Supplier**

3.5.1.2.1 The winner shall designate a contact person vis-à-vis the Administrator of the Tender and said person shall be the contact for any matter associated with the performance of the Tender. The designated contact person may be replaced or updated after the Administrator of the Tender is given an update in writing.

3.5.1.2.2 The winner shall designate a contact person vis-à-vis the Customers and said person shall manage, coordinate, and supervise all of the Supplier’s activity vis-à-vis the Customers. Said contact person shall be a representative of the winning Supplier and shall be its liaison for ongoing relations between the Customer and the winner, and for any matter that requires dialogue between the sides.

**3.5.1.3 Customer’s representative**

3.5.1.3.1 Each Customer shall appoint a representative who shall be its contact person for the procurement of sought after equipment and services. The Customer may advise the winning Supplier of the appointment of additional parties, including an outsourcing supplier, as its representative.

**3.5.1.4 Bidder’s staff**

3.5.1.4.1 The Supplier shall make available to the Customers service technicians certified by authorized entities and meeting relevant standards for the performance of installations, including installations at a high elevation or in an open space above a floor, as required by the Customer.

3.5.1.4.2 The winner shall employ sufficient customer managers, salespeople, and presale personnel to respond optimally to Customers’ needs.

**3.5.1.5 Classified technicians**

3.5.1.5.1 Insofar as a Registered Supplier is declared a candidate for winning a Competition, it shall make available to the Customers at least two technicians with Level 2 or higher security clearance, including at least one senior technician who has the highest level of certification from the manufacturer of the equipment in accordance with the provisions of the Competition booklet or the individual Competition documents.

**3.5.1.6 Subcontractors**

3.5.1.6.1 The winner may perform the following actions by means of subcontractors without the prior approval of the Administrator of the Tender:

3.5.1.6.1.1 installations requiring special certification or licensing;

3.5.1.6.1.2 haulage and storage services;

3.5.1.6.1.3 any other action, provided the Administrator of the Tender, at its sole discretion, gives prior written approval of performance by a subcontractor.

3.5.1.6.2 In any case not specified above, the use of subcontractors to provide services sought shall require prior approval from the Administrator of the Tender.

3.5.1.6.3 It is stated for clarity that the term “subcontractor” does not apply to the manufacturer of the equipment and the restrictions in this Section shall not apply to said manufacturer.

3.5.1.6.4 In any case, overall responsibility for the performance of work shall belong to the winner and all contracting of work with the Customer’s entities shall be carried out vis-à-vis the winner’s call center. It is stated for emphasis that a call referred directly to a subcontractor not by means of said call center shall be considered a call not handled in accordance with the requisite levels of service.

3.6 Ordering and Delivery of Goods or Services

**3.6.1 Ordering equipment**

3.6.1.1 Equipment and services shall be ordered from the winner by the Customer or by someone acting on its behalf as specified below, unless specified otherwise in the Competition Documents.

3.6.1.2 The Supplier that wins the Competition shall present the Customer with a price quote no later than five days after the Customer has requested one, in an electronic worksheet that includes all requisite items and their list prices as of the day of the quote, less the percent discount according to the mechanism established in the Competition.

3.6.1.3 A request by a Customer or the Administrator of the Tender to update or revise a price quote shall be considered a new request for a price quote. Consequently, the price quote shall be submitted within five working days and shall accord with the price of the relevant item as of the day on which the quote is given.

3.6.1.4 The price quote shall be submitted in the format that the Administrator of the Tender, in coordination with the winning Bidder, shall determine, and shall include the following details at the very least:

3.6.1.4.1 the date on which the price quote is sent to the Customer;

3.6.1.4.2 the catalogue number of the item;

3.6.1.4.3 a description of the item;

3.6.1.4.4 the quantity;

3.6.1.4.5 the official list price of the item;

3.6.1.4.6 the percent discount;

3.6.1.4.7 the per-item price after the discount;

3.6.1.4.8 the total price for the number of items after the discount;

3.6.1.4.9 the total price quoted.

3.6.1.5 The Administrator of the Tender may decide to revise the format of the price quote at its sole discretion.

3.6.1.6 The price quote shall be phrased in the way that is set forth in the Competition and as of the date on which it is issued. To eliminate doubt, the manufacturer’s list price, which shall be binding for this matter, shall accord with the manufacturer’s price list to which the Administrator of the Tender has access, as required in the Tender.

3.6.1.7 A Customer who is interested in making a procurement in accordance with a price quote that it has received shall send the Supplier an order signed by its authorized representatives for the procurement of the requested equipment and services.

3.6.1.8 A Customer may cancel an order if all the following conditions are met:

3.6.1.8.1 Ten working days have not passed since the order was sent to the winning Supplier;

3.6.1.8.2 The items ordered have not yet been sent to Israel from abroad;

3.6.1.8.3 If the Supplier claims that the ordered items have been sent to Israel, it must prove that the items sent are for the order for which cancellation is requested;

3.6.1.8.4 Cancellation of the order shall be made by the Customer, in writing only.

3.6.1.9 The Customer may order from any winning Supplier in any Competition and configuration any piece of equipment and any expansion that appears on the list of goods allowable for procurement in said configuration and said order shall not be contingent upon any prior or future procurement.

3.6.1.10 The Supplier must supply expansions of equipment included in Competitions by force of the Tender even if the equipment included in them have ended their manufacture cycle and even if they were replaced or deleted from the list of goods authorized for procurement. Insofar as said expansions reached the end of their manufacture cycle and can no longer be supplied, the Supplier must submit to the Administrator of the Tender confirmation of this from the manufacturer of the equipment.

3.6.1.11 A Customer seeking to procure equipment and services shall submit a request for a price quote that includes, *inter alia,* the requested items and the related equipment sought, and this, in accordance with the items that appear on the list of approved goods or were added to it in accordance with the respective components of the Competition.

3.6.1.12 The price of the equipment or the services shall be in accordance with the results of the Competitions.

3.6.1.13 Unless otherwise specified in a Competition Document, delivery, installation, and haulage costs are included in the price of the product. Everything stated above shall be included in the price of the product as shall be determined in the Competition.

3.6.1.14 A Customer may order equipment without certain characteristics such as a wireless connection of any kind and may request the de-installation of USB exit or entry ports, connections, and other devices as the Customer wishes. Said de-installation may take place at the software level or the hardware level in accordance with requirements and the possibilities that the equipment allows, and shall be performed on the date of the order. The cost of said de-installation, if any, shall be specified in the Competition Documents in accordance with the configuration of the requisite de-installation.

**3.6.2 Goods authorized for procurement during the procurement period**

3.6.2.1 The Winner shall maintain a closed list of goods in accordance with the Competitions that it won and in accordance with instructions from the Administrator of the Tender, and shall update said list regularly. Only equipment and services that appear on this list may be procured.

3.6.2.2 The list shall be updated in accordance with suppliers’ winning of Competitions and with the Contract Period as shall be defined in the Competition documents.

3.6.2.3 The list shall be approved by the Administrator of the Tender after he or she announces the Winner and before contracting between the Supplier and the Customers begins.

3.6.2.4 No additional equipment that does not appear on the list of approved products in the Tender shall be offered, sold, or delivered without receipt of the prior written approval of the Administrator of the Tender.

**3.6.3 Additions and modifications of equipment**

3.6.3.1 The winner shall provide only the equipment that it offered in the Tender.

3.6.3.2 The Administrator of the Tender reserves the right, after the Competition and during the entire Contract Period, to add gods or services to the list of goods approved for procurement in accordance with the mechanism specified in the Competitions.

3.6.3.3 The price of equipment shall be determined in accordance with criteria set forth in the Competition Documents.

**3.6.4 Cessation of manufacture of offered equipment**

3.6.4.1 It is the Supplier’s responsibility to notify the Administrator of the Tender, immediately and at the very latest within five working days of the date of receipt of notice from the manufacturer, of items that, according to the manufacturer’s statement, are scheduled to reach the end of their manufacture, sale, or support cycle (End Of Life, End Of Sale or End Of Support) such that the winning Supplier has no way of influencing continued manufacture or supply – or items that have already been declared as such. The Supplier shall provide support documentation from the equipment manufacturer detailing the cessation of manufacture.

3.6.4.2 In such case, the Administrator of the Tender shall reserve the right to act in one of the following ways, without the winner having any claim against him or her on account thereof:

3.6.4.2.1 demand that the winning Supplier provide, in lieu of the model that has reached the end of its manufacture or supply cycle, a product or equipment that has characteristics superior or identical to those of the equipment specified in the Supplier’s quote (as the Administrator of the Tender shall verify and determine). Insofar as the Supplier cannot offer an item that is identical or superior to the item being replaced, it shall be liable to agreed compensation as shall be determined in the Service Agreement *infra*;

3.6.4.2.2 terminate the Contract with the winning Supplier in the specific Competition;

3.6.4.2.3 publish a new Competition for a similar or identical configuration;

3.6.4.2.4 prevent this Supplier from participating in future competitive proceedings;

3.6.4.2.5 contract with another Supplier to obtain the relevant model of said equipment or product, or the totality of equipment and services required in the Tender – either for a limited period or permanently;

3.6.4.2.6 take action under the provisions of any law, including the exercise of any right, that the Administrator of the Tender may possess.

**3.6.5 Cessation of supply of offered equipment**

3.6.5.1 Insofar as, in the opinion of the Administrator of the Tender, the delivery of specific compulsory equipment in a competition application, or equipment for which the Supplier was declared winner has been terminated or impaired by the manufacturer or the supplier, the Administrator of the Tender, at its discretion, shall reserve the right to choose one or more of the following methods of action, against which the Supplier shall have no right of grievance against the Administrator of the Tender:

3.6.5.1.1 demand that the winner provide, in lieu of the model of which supply has been terminated, equipment that provides an equal or superior response to the equipment in the Supplier’s bid, as the Administrator of the Tender shall verify and determine, at the winning price in the Competition;

3.6.5.1.2 terminate the contract with the Supplier for the specific competition;

3.6.5.1.3 contract with another Supplier for the procurement of the requisite equipment or services in the Tender;

3.6.5.1.4 publish a new Competition for a similar or identical configuration;

3.6.5.1.5 prevent the manufacturer whose delivery of its equipment has been terminated from offering its products in future competitive proceedings;

3.6.5.1.6 prevent this Supplier from participating in future competitive proceedings;

3.6.5.1.7 delete this Supplier from the list of Registered Suppliers;

3.6.5.1.8 take action under the provisions of any law, including the exercise of any right, that the Administrator of the Tender may possess.

**3.6.6 Products permissible for procurement and delivery**

3.6.6.1 During the Contract Period, procurement of goods and services shall be allowed under conditions that shall be defined additionally in the Competition Document.

3.6.6.2 Only new and unused equipment shall be supplied; it is stated for clarity that providing refurbished equipment is forbidden.

**3.6.7 Date of delivery**

3.6.7.1 Equipment shall be delivered within 30 working days of the day on which the order is sent to the Supplier, unless otherwise specified in the Competition Documents.

3.6.7.2 Expansions shall be delivered within 14 working days of the day on which the order is sent to the Supplier, unless otherwise specified in the Competition Documents.

3.6.7.3 These dates may be revised in accordance with prior written agreement with the Customer.

3.6.7.4 The Supplier shall apprise the Customer and the Administrator of the Tender, in writing, of any expected failure to meet a binding delivery deadline before said failure actually occurs. It is stated for emphasis that in cases where an across-the-board violation of delivery deadlines is expected due to various circumstances, the Supplier shall contact the Administrator of the Tender immediately and apprise him or her of the foreseen violation, the reasons for it, and an estimate as to the delivery of the equipment.

3.6.7.5 Ordered equipment shall be delivered immediately in accordance with the terms of service set forth below unless a different manner of delivery (for example, framework orders, delivery on several dates, etc.) is agreed in writing with the Customer. Delivery to a term exceeding 90 working days from the date of the order is allowed per prior permission from the Administrator of the Tender.

3.6.7.6 If the Supplier fails to fill an order or fills an order in a deficient quantity or with certain items missing, the Customer shall notify the winner of this, and the winner shall deliver / complete / replace the order within two working days from the date of said notice from the Customer.

3.6.7.7 The Administrator of the Tender may, at its discretion, decide to revise delivery dates during the Contract Period, either temporarily or permanently.

**3.6.8 Place of delivery**

3.6.8.1 Items shall be delivered directly to the Customer’s site or to another site that the Customer shall specify on the date of the order, including all of its branches countrywide and including Judea and Samaria and the Golan Heights. Haulage, placement, and unloading of the foregoing in the place that the Customer shall designate shall take place at the expense and under the responsibility of the Supplier.

3.6.8.2 Insofar as, in the opinion of the Customer or the Supplier, equipment cannot be delivered as aforesaid and an additional player or additional equipment is needed, where said player acts on behalf of the Supplier within the framework of the Tender (hereinafter: **“additional deliverer”**), it shall be the Customer’s responsibility to provide the additional equipment (including crane, scaffolding, hoisting platform, etc.) at its expense and from any source that it chooses. In any case of disagreements about responsibility for the delivery of the additional equipment, the decision of the Administrator of the Tender shall prevail.

3.6.8.3 The Supplier shall not be liable for any damage caused by the use of an Additional Deliverer within the framework of the Tender, including damage to equipment as it is being delivered as aforesaid in this Section. Liability in this case shall belong to the Customer only.

3.6.8.4 The Supplier and the Customer shall coordinate and verify the method of distribution and delivery that the Customer needs, including:

3.6.8.4.1 the particulars of the contact person for receipt of the order by the Customer;

3.6.8.4.2 positioning and installation at the Customer’s sites, on the floors and in the rooms required, including unique features that these purposes entail;

3.6.8.4.3 the delivery of equipment only;

3.6.8.4.4 centralized delivery on pallets, in the form of individual items, etc.;

3.6.8.4.5 accessibility of the delivery site: parking, elevators, unloading area, size of doorways, ability to use auxiliary equipment such as carts, etc.

3.6.8.5 Materials and equipment shall be delivered to the level of the interior of the individual room/warehouse, with the exception of sites where a higher security clearance than confidential or a comprehensive security check is needed.

3.6.8.6 At these sites, equipment shall be delivered to a part of the Customer’s site that is not classified higher than “confidential” and where no special security check is needed for delivery of the products. Responsibility for and the cost of performing said security check and transport of products within the Customer’s site belong to the Customer. Alternatively, the Customer may (as it decides) receive the equipment at the Supplier’s facilities with prior coordination (the Supplier being committed to the delivery schedule).

3.6.8.7 For delivery of items to Judea and Samaria (and to that region only), the Customer shall pay the winner for the cost of securing the specific vehicle and equipment that shall be needed for delivery to said region, and this, against submission of an original receipt by the security company that shall escort the winner or by a party acting on its behalf. Alternatively, the Customer may arrange the security of delivery to this region by itself, without requiring any further payment to the winner for said delivery. It should be emphasized that before any delivery to Judea and Samaria takes place, the winner must receive the Customer’s prior written approval thereof.

**3.6.9 Marking delivered equipment**

3.6.9.1 It is the Supplier’s responsibility to mark any equipment delivered within the framework of this Tender by applying to it a sticker including the manufacturer’s particulars, the model and serial number of the product, and any other data required by law.

3.6.9.2 The Supplier shall maintain complete records of all items delivered to the Customer, including equipment model, serial number, expansions, and service and warranty periods ordered along with the equipment.

**3.6.10 Pre-order** inspection **of equipment**

3.6.10.1 A Customer may request performance and verification of suitability inspection of equipment and performance of a POC before the order is actually placed.

3.6.10.2 e.

3.6.10.3 The Supplier shall deliver the equipment for inspection to the Customer within 10 working days of receipt of the Customer’s request in writing. The Administrator of the Tender may extend these dates in coordination with the Supplier.

3.6.10.4 The equipment shall be available for inspection for a period of up to 14 working days. Extension of this period is contingent on the Supplier’s approval.

3.6.10.5 During this period, the Customer may test the equipment in any way that it deems appropriate, including opening it and inspecting its contents. Insofar as the equipment carries a warranty sticker that prevents its being opened without the presence of a technician of the winning Supplier, the winning Supplier shall make a technician available to the Customer on days’ advance notice.

3.6.10.6 If the Customer wishes to procure the equipment or part thereof after verifying its suitability, and if the equipment that the Supplier delivered for inspection is new, the Customer may retain the inspected equipment that is part of its order and no new delivery in lieu of said equipment shall be required.

3.6.10.7 Equipment made available to the Customer for POC purposes (and is not procured by the Customer) shall be returned to the Supplier.

3.6.10.8 If it is found that the goods of the winning Supplier fail to meet the requirements in the POC as well as those of the Customer, the Customer and the Supplier shall document the deficiencies in writing and shall forward a copy thereof to the Administrator of the Tender. The winning Supplier shall make all corrections that are needed to ensure compliance with the requirements of the Customer and the Tender.

3.6.10.9 If the Supplier proves unable to meet the Customer’s requirements even after correcting the deficiencies, an inquiry proceeding before the Administrator of the Tender shall be held in order to determine the reason for the failure to meet the requirements of the Customer and the Tender.

**3.6.11**  **Equipment inspection period after delivery**

3.6.11.1 From the date of delivery of the equipment to the Customer up through the expiration of 14 working days (hereinafter: **“the Equipment Inspection Period”**), the Customer may test the equipment in any manner that it deems fit, including opening it and inspecting its contents. The Customer may inspect only one unit/system of the entire configuration/model that it has ordered, by opening and inspecting it.

3.6.11.2 Insofar as the manufacturer mandates the presence of the winner’s technician when the equipment is opened, the winner shall make a technician available to the Customer at no added cost with two working days’ prior notice; in this case, the Equipment Inspection Period shall begin the day the technician reports to the Customer, as the Customer shall determine.

3.6.11.3 The Customer is not obligated to insepct the equipment.

3.6.11.4 The Equipment Inspection Period applies to each and every order even if the Customer has inspected identical equipment in the past.

**3.6.12 Returning equipment**

3.6.12.1 Insofar as equipment is delivered that does not comply with the specification as approved by the Administrator of the Tender, or insofar as the equipment is not as ordered, the Customer may return it at any time ( including after its installation or use) at the Supplier’s expense (and at no cost to the Customer), in its original packaging to the extent possible.

3.6.12.2 In addition, with Customer’s consent, the Supplier may repair the defect at its own expense to bring the product to what was required in the order/specification or exchange the product. What is stated above does not prevent any other indemnification process, including the exercise of the agreed compensation.

3.6.12.3 Insofar as equipment is returned by the Customer due to failure to correct deficiencies, or in accordance with the decision of the Customer or the Administrator of the Tender, the equipment shall be returned in new condition, along with all accessories delivered with it, and, to the greatest possible extent, in its original packaging. In the case of software (e.g., a command-and-control system), return will be possible as long as the Customer has not activated the license at the manufacturer’s site.

3.7 Installation of Equipment

**3.7.1 General**

3.7.1.1 For the purposes of the Tender, work days are Sunday–Thursday, 8:00 a.m.–6:00 p.m., with the exception of days of rest in the State of Israel as established in Section 18a(a) of the Law and Administration Ordinance, 5708-1948 (hereinafter: “**work days**”).

3.7.1.2 Installation of equipment shall take place in accordance with the work days determined in the Tender and dates that shall be set by the Customer, including completion of installation beyond the aforementioned hours on work days.

3.7.1.3 If installation service is defined in the Competition Documents, the Supplier shall be obligated to install the equipment ordered in accordance with the definitions that the Competition Documents shall include.

3.1.7.4 Basic installation of equipment shall be undertaken at no charge. Basic installation shall include, at the very least:

3.1.7.4.1 physical installation of equipment at the Customer’s site, including installation in service boxes using appropriate slots;

3.7.1.4.2 connecting equipment to the Customer’s existing infrastructure systems (e.g., communication or SAN network);

3.7.1.4.3 inspecting the equipment and verifying its integration with other equipment at the Customer’s office;

3.7.1.4.4 upgrading software and firmware to new versions;

3.7.1.4.5 assimilating basic or advanced management systems (in accordance with the license procured) and defining management interfaces of all equipment assimilated;

3.7.1.4.6 providing documentation of installation and of system components.

3.7.1.5 Equipment shall be installed no later than five days after delivery of equipment needed for the operation of the Customer’s system/equipment. The Customer may extend this period in writing and in coordination with the Supplier.

3.7.1.6 Installation dates may be revised per prior written agreement with the Customer.

3.7.1.7 The Customer shall present the Supplier with certification of the installation and full activation of the equipment no later than three work days after said installation is performed.

3.7.1.8 Unless otherwise noted by the Customer, installation shall include the removal of all equipment packaging and identical old equipment in the Customer’s possession, in accordance with the Environmental Treatment of Electrical and Electronic Equipment and Batteries Law, 5772-2012.

3.7.1.9 All components delivered and installed shall be new components not previously installed in other than the intended equipment (with the exception of alternative equipment that shall be installed for a brief time while malfunctioning equipment is being repaired, per prior written permission of the Customer, and provided this equipment is functionally identical to it). It bears emphasis that storage devices that are not new shall not be used.

3.7.1.10 Insofar as a warranty sticker that forbids opening the equipment without the presence of the Supplier’s technician is affixed on the equipment, the Supplier shall make a technician available to the Customer within two working days.

3.7.1.11 It is hereby clarified that “site” refers to a compound of contiguous buildings for which travelling on a public road between them is unnecessary (for example: the Generi Buildings, the Government Campus in Tel Aviv, the Tel Aviv Courts, etc.). The final decision in each case regarding the definition of a particular site as such will be made by the Administrator of the Tender.

3.7.1.12 All the actions specified above, irrespective of the stage at which they are necessary as specified in the Tender Documents, shall be included in product price unless determined otherwise in the Competition Documents.

3.7.1.13 Installation of an expansion for equipment shall be included in the price of the expansion.

**3.7.2 Emphases in installation of equipment**

3.7.2.1 Equipment shall be installed at active and populated sites of the Customer and the Winner shall bear in mind all the implications and facts that flow from this. The Winner shall ensure that it performs all work such as to minimize the disruption of sound work of the Customer’s employees and at its other sites.

3.7.2.2 The Winner shall also strictly maintain cleanliness, prevent any disruptions of the Customer’s activities whatsoever, observe special security restrictions, and so on.

3.7.2.3 The Winner shall not make use of areas outside the venue assigned to it for the organization and performance of its work. Furthermore, it may not create unreasonable noise during accepted working hours.

3.7.2.4 The Customer reserves the right to instruct the Winner to remove any employee who, in its opinion, has violated the foregoing terms, and the Winner shall have no right to challenge said instruction.

3.7.2.5 The Winner shall take into account the environmental conditions and the sensitivity of the Customer’s population to disruptions that may be caused by the performance of the work, including special activities and events that may cause the work to be interrupted and all limitations that may apply to the Winner as a result. In any case, the Winner shall treat this matter in accordance with the demands of the Customer’s representative, whose decisions shall be final and decisive.

3.7.2.6 At a Customer site that is especially sensitive in terms of security, various restrictions shall apply to the entrance of employees, equipment, and materials, and work there shall take place in accordance with the Customer’s guidelines.

3.7.2.7 Among other things, all entrance of materials and equipment to the Customer’s site shall take place at coordinated, limited, and predetermined days and hours and shall entail a security inspection of said materials and equipment. The Customer reserves the right to prevent and limit the introduction of equipment and materials to its site without explanation, and the Winner shall express no grievance, claim, or demand in regard thereof.

3.7.2.8 Insofar as active digital infrastructures are present at the site, they shall be dismantled, fully or partly, in accordance with the Customer’s decision only after new systems are activated. The Winner shall be especially attentive to this matter. Insofar as the Winner damages existing digital systems and communication networks in the course of the work, it shall be responsible for immediately repairing and activating said systems, all of which for no remuneration whatsoever.

3.8 Information Security

**3.8.1 As stated in Appendix 1 to Chapter 3 *infra*.**

3.9 Documentation

3.9.1 The Supplier shall fully document all components and installation of the system. The Customer shall not conduct tests on part or all of a system without documentation. Acceptance and final approval of system installation is contingent upon obtaining full and final documentation, as specified below.

3.9.2 The winning Supplier shall construct a general system file that includes the following details at the very least:

3.9.2.1 documentation of work performed;

3.9.2.2 all the planning documents;

3.9.2.3 relevant blueprints;

3.9.2.4 work procedures;

3.9.2.5 procedures for handling faults;

3.9.2.6 documentation of systems delivered;

3.9.2.7 documentation of the configuration of systems installed;

3.9.2.8 findings of delivery and acceptance tests.

3.9.3 The winning Supplier shall add to the file all blueprints on digital media in Visio format and all material that it created (procedures, explanations, etc.) in Microsoft Word/Excel format. The Customer may confirm in writing its agreements to accept said files in some other format.

3.9.4 Upon delivery of any equipment, the Supplier shall present the Customer with all documentation relating to the equipment, including all components included in the order specified by the manufacturer of the equipment.

3.10 Warranty and Maintenance

**3.10.1 Equipment service, warranty, and maintenance period**

3.10.1.1 The initial warranty, service, and maintenance period (hereinafter: **“the Warranty and Maintenance Period”**) for equipment offered (including expansions and software incorporated into a sale of equipment) shall amount to 36 months from the day of delivery or from the day the Customer confirms that installation took place to its satisfaction and in the manner required – whichever is later – and no further charge for shall apply to it beyond the equipment procurement price. There is no preclusion to having the Service Period span both the Framework Contract period and the Competition Contract period. The Administrator of the Tender may revise these periods in the Competition Documents in relation to a specific Competition.

3.10.1.2 Wherever installation is delayed by more than five work days from the date of delivery:

3.10.1.2.1 **Delay caused by supplier:** the warranty shall begin from the date of equipment installation, as aforesaid.

3.10.1.2.2 **Delay caused by customer:** the Warranty Period for the equipment shall begin from the sixth working day of the delivery of the equipment.

3.10.1.3 It is stated for clarity that the Warranty and Maintenance Period set forth in Competition Documents is the maximum Warranty Period. Insofar as any equipment manufacturer offers a lengthier warranty than that noted above for any equipment, the lengthier Warranty Period shall be the determining one.

3.10.1.4 Insofar as such is determined in the Competition Documents, the Winner shall provide additional years of warranty and maintenance beyond the initial Service Period at the rate set in the Competition Documents. A Customer may purchase Warranty and Maintenance Services for additional years at any time but is not required to do so.

3.10.1.5 The arrangement of additional years of warranty and maintenance shall be undertaken by the Customers ordering this service no later than 25 work days from the end of the previous Warranty Period. The warranty and payment shall be calculated continually from the end of the previous Warranty Period.

**3.10.2 Warranty and maintenance conditions**

3.10.2.1 The warranty and maintenance conditions specified below are minimum requirements; insofar as the Supplier offers other customers terms superior to those specified below, said superior terms shall apply to the Customers.

3.10.2.2 The Warranty and Maintenance Services shall be provided at all sites of the Customer where equipment is stationed, countrywide (including Judea and Samaria and the Golan Heights), in accordance with the definitions in the Competitions and irrespective of the location of the Customer’s unit or the quantity of equipment that is present there.

3.10.2.3 The Warranty and Maintenance Services/operating services shall be provided for all equipment provided by the Winner, including all related software.

3.10.2.4 The winning Supplier shall provide service in accordance with the following rules and under the following conditions:

3.10.2.5 Equipment troubleshooting and repair or replacement, at its expense.

3.10.2.6 Maintaining an inventory of equipment and spare parts for the purpose of meeting the requirements specified in the Tender and in the Competition Document.

3.10.2.7 During the Warranty Period (and the extended Warranty Period), in any case in which a malfunction requires the replacement of a component, the Supplier shall replace the malfunctioning parts with original parts only.

3.10.2.8 Only installation of new storage media shall be approved.

3.10.2.9 All future version updates of software and firmware, including major releases.

3.10.2.10 A Supplier that loses its winning status or has been deleted from the list of official suppliers, for any reason whatsoever, shall transfer services and maintenance to another supplier that is certified by the manufacturer of the equipment, or shall continue to provide services and maintenance for equipment that it supplied under the Framework Tender, as the Administrator of the Tender shall decide.

3.10.2.11 Insofar as the manufacturer’s intervention is required to correct a malfunction, providing assistance in opening a malfunction card with the manufacturer and monitoring the progress of its treatment.

3.10.2.12 **Working with the equipment manufacturer:** without derogating from the generality of this Section, insofar as the manufacturer’s site supports the viewing of malfunction status, downloading of software versions, and so on, a number of customer accounts in the manufacturer’s support system shall be allocated to each customer and to the Administrator of the Tender. Said accounts shall be authorized to monitor malfunction cards, access technical documents, and access the downloading and documentation of software versions.

3.10.2.13 The Supplier shall treat and repair equipment malfunctions or replace equipment at its expense, with the exception of malfunctions of proven origin, as specified below, and such that were not caused by an act of commission or omission on the part of the Supplier or the Supplier’s agent. In such a case, the Supplier shall demonstrate the reason for the damage and the final authority to determine this shall reside with the Administrator of the Tender:

3.10.2.13.1 damage caused by liquids;

3.10.2.13.2 damage such as missing/broken buttons;

3.10.2.13.3 power failure;

3.10.2.13.4 fire damage;

3.10.2.13.5 breakage in the course of unreasonable use. In this case, the Supplier shall prove the reason for the damage in detail by submitting a report from a laboratory or a senior technician. In case of disagreements, the matter shall be submitted to the Administrator of the Tender for resolution.

3.10.2.13.6 damage to equipment during haulage or installation not by means of the Supplier or its agent. In this case, the Supplier shall demonstrate the reason for the damage in detail by submitting a report from a laboratory or a senior technician. In case of disagreements, the matter shall be submitted to the Administrator of the Tender for resolution;.

3.10.2.13.7 damage due to natural disasters. In such case, the Supplier must prove the cause of the damage.

**3.10.3 Warranty and maintenance conditions**

3.10.3.1 The terms of service apply to equipment delivered and installed within the framework of this Tender and in the course of the Contract Period as shall be defined in each Competition.

3.10.3.2 Warranties and maintenance provided by the Supplier shall apply to equipment, expansions thereof, and expendables; moving parts; metal, rubber, and plastic parts; updates of software and firmware; and so on.

3.10.3.3 Services in this Tender shall be provided continually, at the service times specified in this Tender and in the Competition Documents, until the end of treatment of any malfunction, the completion of requisite repairs, and the restoration of the equipment to sound operating condition.

3.10.3.4 The winning Supplier shall maintain, in Israel, an inventory of components and spare parts as are needed to provide the services for the range and quantities of equipment that are operative at the Customer’s sites, within the requisite response times and quality, from the first day of the Contract therewith.

3.10.3.5 The Supplier shall be liable for any action or damage that shall be caused to equipment or information due to handling by its technician or any representative thereof.

3.10.3.6 In such case that the Supplier deems that by carrying out an instruction of the Customer the Customer may sustain damage, it shall serve the Customer with written forewarning to this effect. If the Customer insists on carrying out the instruction, the Supplier shall document the Customer’s decision and shall not be liable for the outcomes of its compliance with these instructions only.

**3.10.4 Warranty and maintenance venue**

3.10.4.1 Service shall be performed at the sites of the Customer or at the site of another Customer and shall comply with the contents of the Tender and Competition Documents.

3.10.4.2 Insofar as the technician believes that the required work cannot be performed at the Customer’s site, the equipment shall be moved to the Supplier’s laboratories per written approval of the Customer. When said move is made, the costs of transporting, storing, and insuring the equipment shall be borne by the Supplier and the Supplier must provide replacement equipment in accordance with the schedules set forth below.

3.10.4.3 Insofar as the Customer has purchased extensions of Warranty and Maintenance Services, including extensions for non-removal of some or all equipment from the Customer’s site, the Supplier shall act in accordance with the provisions *infra* and with those in the Competition Documents.

3.10.4.4 If a malfunction is found in equipment for which the Supplier is liable and said equipment is connected to other components the maintenance for which the Supplier is not responsible (such as the Customer’s digital network or other systems), the Supplier shall take all requisite action to help the Customer and the other service providers restore the equipment to sound working condition.

**3.10.5 Expansion of Warranty and Maintenance Services**

**3.10.5.1 Expansion for revision of response times**

3.10.5.1.1 The Administrator of the Tender may, within the framework of an expansion pricelist, specify the pricing of shorter or lengthier response times for the provision of service.

3.10.5.1.2 The cost of expansion shall be added to the cost of equipment for Customers who purchase said expansion for both the first Warranty Period and the additional Warranty Periods.

**3.10.5.2 Extension for non-removal of data storage devices and information protection components**

3.10.5.2.1 This expansion of service is meant for offices that do not allow data-storage devices and information-protection components (including disks/SSD/Flash/Cache, etc.) (hereinafter: **“data storage devices”**) to be removed from their premises.

3.10.5.2.2 The Administrator of the Tender may, within the framework of an expansion price list and an application to take part in a Competition, request or specify pricing for cases in which the Customers are interested in not allowing the Supplier to remove data storage devices for the purpose of treating malfunctioning equipment at the Supplier’s lab. Said price shall be added to the cost of maintaining the item for Customers who are so interested.

3.10.5.2.3 When equipment contains data storage devices in which a malfunction is discovered that cannot be remedied at the Customer’s site and must be removed for purposes of repair, said data storage devices shall be removed from said equipment before the equipment leaves the Customer’s site. Said data storage devices shall be reinstalled in the equipment when the equipment is returned from repair.

3.10.5.2.4 Disassembly and assembly of said storage devices shall be carroed pit at the Supplier’s expense.

3.10.5.2.5 A data storage medium in which a fault has been discovered will be repaired by the Supplier at the site of the customer. The Supplier must bring with it the equipment needed in order to repair the data storage medium at the site of the customer.

**3.10.5.3 Service involving absolute non-removal of components/equipment**

3.10.5.3.1 This expansion is for Customers who do not allow equipment to be removed from their premises under any conditions.

3.10.5.3.2 The Administrator of the Tender may, within the framework of an expansion price list and an application to take part in a Competition, request or specify pricing for a case in which the Customer wishes not to allow the Supplier to remove any equipment or component whatsoever for treatment. This price shall be added to the cost of the item at the time of procurement for Customers interested therein.

3.10.5.3.3 In regard to these entities, the Supplier shall not remove any equipment or parts thereof from the Customer’s premises for any purpose whatsoever.

3.10.5.3.4 Removal of parts shall be allowed, if at all, only after the Customer’s security officer is presented with a prior request and each component is approved on a case-by-case basis. The Administrator of the Tender shall not commit to any quantity and scope of the parts to be approved, if any.

3.10.5.3.5 Equipment that is found to be malfunctioning shall be repaired at the Customer’s site. The Supplier shall visit the site with all equipment needed to repair said equipment at said site.

**3.10.6 Levels of service and response times**

3.10.6.1 The Supplier shall provide equipment maintenance services in accordance with the specification in this Chapter and the Customer’s needs unless otherwise stipulated in the Competition Documents. The Winner shall act continually, within the limits of accepted working hours, to correct the malfunction to the Customer’s full satisfaction.

3.10.6.2 In the event of critical malfunctions in equipment delivered, including global malfunctions of equipment manufactured by the manufacturer, which may have a broad impact on the equipment installed with the Customers, the Supplier and the manufacturer undertake to apprise the Administrator of the Tender and address a malfunction immediately and until it is corrected, including turning to the manufacturer abroad and issuing urgent updates for the equipment to whatever extent needed.

**3.10.7 Service times, support center, and handling of inquiries**

3.10.7.1 The Winner shall provide a support center, located in Israel, that shall operate on the work days specified in Chapter 3 *supra.*

3.10.7.2 Said support center shall provide a human response in Hebrew.

3.10.7.3 The Winner shall enable the Customer to communicate with the support center in several possible ways:

3.10.7.3.1 a telephone number for which the maximum waiting time for a telephone response shall not exceed three minutes;

3.10.7.3.2 a dedicated electronic-mail address for the support center for the purposes of this Tender. It is stated for clarity that an inquiry by electronic mail shall be considered as having been received after thirty minutes have passed from the moment it was sent by the Customer, even if the support center does not confirm receipt.

3.10.7.3.3 A certified technician or replacement equipment shall reach the site in accordance with the level of service required.

3.10.7.3.4 All inquiries with the Supplier shall be documented in the system of the Supplier’s support center. Each inquiry shall receive a unique serial number under which all details shall be documented – name of customer, name of inquirer, date and time of inquiry, details of communication with inquirer, essence of inquiry, and nature of inquiry (serious or ordinary malfunction), and handling of inquiry from beginning to end vis-à-vis the inquirer and the Customer.

3.10.7.4 The basic response times for the provision of service at the Customer’s site, unless otherwise specified in the Competition Documents, shall be as follows:

3.10.7.4.1 **Serious malfunction** – if the service call is received by 10:00 a.m., the technician shall arrive by 14:00 the same day. If the service call is received after 10:00 a.m., the technician shall arrive by 10:00 the next morning.

3.10.7.4.2 **Ordinary malfunction** – if the service call is received by 10:00 a.m., the technician shall arrive by 12:00 noon the next day; if the service call is received after 10:00 a.m., the technician shall arrive two days from the day on which the call is opened by 12:00 noon.

3.10.7.4.3 Response times for initiated actions – critical initiated upgrade activity shall be carried out up to 96 hours from the time of the Customer’s demand / the time of publication of the manufacturer’s update.

3.10.7.4.4 The response time to a call to the support center and back to the caller by someone authorized to deal with equipment provided under this Tender (a person with the technical ability to handle complex malfunctions) shall not exceed 60 minutes from the moment the call to the support center is received.

3.10.7.5 A certified technician and/or replacement equipment shall visit the site in accordance with the level of service required.

3.10.7.6 The Supplier shall ensure that the technician sent has the appropriate level of clearance for the Customer site that he or she needs to visit.

3.10.7.7 A service call may be opened by electronic mail for an ordinary malfunction after accepted working hours. A notice sent by email after accepted working hours shall be considered a notice submitted to the Registered Supplier before 10:00 a.m. on the morning of the next working day and shall be treated in accordance with the definition of the malfunction by the Customer (serious or ordinary).

3.10.7.8 The Supplier shall act continually, within the framework of accepted working hours, to correct the malfunction to the Customer’s satisfaction.

3.10.7.9 To eliminate doubt, a malfunction in an expendable component (insofar as said component is so described in the Competition Document) that precludes the use of equipment shall be defined as a malfunction for all intents and purposes.

3.10.7.10 The authority to define a malfunction as serious resides exclusively with the Customer or with the Administrator of the Tender.

**3.10.8 Deviation from service response times**

3.10.8.1 In any case of deviation from the schedules noted above, the winning Supplier shall submit a written request to the Customer for a delay in the provision of the service.

3.10.8.2 The Supplier shall respond to any request in accordance with the type of malfunction and the respective response time specified in the Tender Documents. Insofar as the Customer withholds permission for a delay in service delivery, the winning Supplier shall adhere to the schedules set forth in the Tender.

3.10.8.3 It is stated for clarity that a Customer may give approve in advance a deviation in the service response times in writing only.

**3.10.9 Replacement equipment**

3.10.9.1 In the event of a malfunction of equipment that is not fully repaired within 24 hours of the moment the support center receives the call, the Winner shall provide replacement equipment until full repair is made, under the following conditions:

3.10.9.1.1 The replacement equipment shall be delivered no later than 48 hours after the call is opened with the Supplier.

3.10.9.1.2 The level of the replacement equipment shall be superior or equal to that of the replaced/malfunctioning equipment.

3.10.9.1.3 The replacement equipment shall be delivered inclusive of all equipment needed for the Customer’s uninterrupted work, including expansions or any additional equipment, at no charge, if it is necessary to send them to the laboratory together with the malfunctioning equipment. Insofar as the expansions or the additional equipment need not be sent to the laboratory, the Supplier’s technician shall transfer the expansions and the additional equipment to the replacement equipment that he or she has installed.

3.10.9.1.4 All software and expansions that are installed in the replaced equipment shall be installed in the replacement equipment.

3.10.9.1.5 Connection of replacement equipment to the network and the services that the Supplier shall make available to the Customer’s user and network management personnel shall be undertaken in a manner compatible with that of the replaced equipment.

3.10.9.1.6 Insofar as data management devices need to be installed in the replacement equipment, only new data storage devices shall be approved for installation.

3.10.9.1.7 If the Customer so requests, the Supplier shall transfer all basic software and definitions of data stored in replaced equipment to the replacement equipment. Said transfer may be carried out by transferring data only or by transferring the medium from the malfunctioning equipment to the replacement equipment, in accordance with the Customer’s request.

3.10.9.2 The Customer may, at its exclusive discretion and in writing only, authorize the Supplier not to provide replacement equipment until the malfunction is fully corrected.

**3.10.10 Keeping equipment up to date**

3.10.10.1 The winning Supplier shall provide original replacement parts for equipment that it delivers and shall do so throughout the Service Period. In the absence of said replacement components, including cases of end-of-manufacture and end-of-support of the equipment by the manufacturer, the entire piece of equipment shall be replaced with new equipment that meets all specifications of the replaced equipment, at the expense of the winning Supplier. (Replacement with new equipment shall not be required if five years have passed since the equipment was delivered and the manufacturer has defined the product as having reached its End of Support cycle – cumulatively.)

3.10.10.2 The winning Supplier undertakes that all equipment it offers in the course of the Service Period and all equipment that it delivers within the framework of the Tender and the Agreement shall be that for which the Winner has all requisite knowledge, tools, instrumentation, and personnel for the provision of service and support for the product.

3.10.10.3 The winning Supplier undertakes that any modification or adjustment that it carries out in equipment that it supplies under the Tender shall be performed in accordance with the manufacturer’s instructions, so as not to derogate from its undertaking and that of the manufacturer to honor the warranty for the equipment; it also undertakes that said modifications or adjustment shall be performed without derogating from the ability to upgrade the equipment and that the equipment will continue to operate soundly after said upgrade is made.

**3.10.11 Replacement of equipment after recurrent malfunctions**

3.10.11.1 In the event of similar and recurrent malfunctions of equipment that are documented vis-à-vis the Supplier, said equipment shall be replaced with equipment on a level equal to or superior to that of the replaced equipment, manufactured in the same year as the replaced equipment, in sound condition, and at no cost whatsoever to the Customer, in accordance with the following:

3.10.11.1.1 **Serious malfunction:** more than three serious malfunctions of a piece of equipment within 30 work days from the day of first notice about the malfunction to the Supplier;

3.10.11.1.2 **Ordinary malfunction:** more than five malfunctions in any type of equipment whatsoever during 120 work days from the date of first notice about the malfunction to the Supplier.

3.10.11.2 For the purpose of said malfunctions, work days shall include the period in which the equipment has been with the Customer and shall apply from the date on which first notice of the malfunction is given. (Work days on which the malfunctioning equipment is in the Supplier’s possession or at the lab shall not be counted).

3.10.11.3 In the event of a dispute, the subject will be brought for the decision of the Administrator of the Tender, and its decision will be determinant.

3.10.11.4 Details about a case such as that described in this section, including the findings of an inspection of the malfunctioning equipment, shall be brought to the knowledge of the Administrator of the Tender (by the Winner), such that the Administrator of the Tender will consider the need to instruct the Winner to replace an item of the type that has experienced multiple malfunctions among other Customers as well.

**3.10.12 Monitoring of malfunctions**

3.10.12.1 Equipment offered and delivered shall be capable of automatic malfunction monitoring, including automatic monitoring of malfunction warnings to various parties by various technological means. There shall be no automatic monitoring to the Winner and/or to any outside party whatsoever and no outside access by the winning Supplier and/or any outside party whatsoever to the Customer’s systems, except in special cases that the Customer shall approve in advance and in writing.

3.10.12.2 It is the winning Supplier’s responsibility to integrate the equipment that it offers and supplies into the Customer’s existing monitoring systems (e.g., HP Open View, Ca Unicenter, Sms, Mom, etc.) as long as said systems come from recognized and accepted manufacturers, all in accordance with the Customer’s requirements.

**3.10.13 Updates of software/firmware**

3.10.13.1 As part of the maintenance and in coordination and with the consent of the Customer, the Supplier shall carry out upgrades of software and firmware in equipment as supplied by the manufacturer, and will supply every said software product that customer finds essential for the operation of its system, at no charge and as part of the services requested.

3.10.13.2 The Supplier shall provide the Customer details concerning the software upgrade process, shall prepare an upgrade program to be carried out after the Customer gives it its prior written approval, and shall carry out the upgrade after receiving authorization from the Customer, all of which at no additional cost.

3.10.13.3 The Supplier shall carry out updates of software/firmware at its initiative as specified below:

3.10.13.3.1 Non-critical upgrade activity at Supplier’s initiative (as defined by the manufacturer) shall take place in a concentrated manner (for all relevant systems and for all requisite upgrades released to that date) every half-year – with prior coordination of up to seven work days, unless the Customer explicitly asks that said update not be performed.

3.10.13.3.2 Critical upgrade activity at Supplier’s initiative (as defined by the manufacturer) – an update shall be sent to the Customer within 96 hours of the issue of the update. If the Customer wishes to make this update, it shall be made in a concentrated fashion (for all relevant systems) within 96 hours of the Customer’s request.

3.10.13.4 Failure to comply with the update deadlines specified in this Section *supra* shall be considered failure to respond to malfunction service times for compliance with the level of service.

3.10.13.5 The Customer may carry out updates of versions/firmware in accordance with the manufacturer’s instructions on its own and without prejudice to the warranty for the products or the system.

**3.10.14 Economic emergency situation**

3.10.14.1 The Winner is aware that, due to its having won, its organization may have to operate as an “essential enterprise” under the Work Service in Time of Emergency Law, 5727-1967, as stated in the Contract Agreement.

3.11 Service Level Agreement (SLA)
and Agreed Compensation

**3.11.1 General**

3.11.2 The Service Level Agreement (hereinafter: **“the SLA”**) is an instrument that the Administrator of the Tender and the Customer may use to specify policies and priorities for the Supplier, regular maintenance, and inspection of the Winner for compliance with the terms of the Tender.

**3.11.3 Agreed compensation**

3.11.3.1 Insofar as the winning Supplier fails to provide the quality and level of service specified, it shall pay agreed compensation as set forth in the SLA *infra*.

3.11.3.2 As part of the Competition, the Administrator of the Tender may update, revise, or add sections to the SLA *infra* for said Competition, at its sole discretion.

3.11.3.3 In calculating response times, delays caused by the Customer or its agent, waiting time for a security escort when providing service in Judea and Samaria, and lawfully declared states of emergency/disaster shall not be taken into account.

**3.11.4 The SLA and requisite level of service:**

| **SLA and requisite level of service** |
| --- |
| **No.** | **Topic** | **Description of deviation** | **Agreed compensation** |
| 1. | Data equipment delivery or installation | Delay in delivering all or part of order; delay is defined to include all items not delivered on time or all items that cannot be activated as required due to failure to deliver a particular component of the order. | * **First two days of delay –** 1% of cost of ordered components not delivered or inoperable as required on account of each day of delay (work days) or portion thereof;
* **Afterwards –** 5% of cost of ordered components not delivered or inoperable as required on account of each day of delay (work days) or portion thereof
 |
| 2. | Failure to comply with response times for submission of price quote, including submission of planning documents | Any deviation | * NIS 150 per day or part of day for first 5 days of delay;
* an additional NIS 1,000 for each additional day or part thereof
 |
| 3. | Delay in apprising Administrator of the Tender of end of manufacture of equipment | Non-compliance with deadlines specified in Tender or Competition | * **First 3 days:** NIS 50 for each day of delay or part thereof, from issue of update by manufacturer;
* **Thereafter:** an additional NIS 200 for each day of delay
 |
| 4. | Response time for serious malfunction | Non-compliance with deadlines specified in Tender or Competition | * NIS 200 for each hour of delay or part thereof, for deviation of up to first 3 hours;
* NIS 500 for each additional hour of delay, or part thereof, in customary working hours are during time of system disablement
 |
| 5. | Response time for ordinary malfunction | Non-compliance with deadlines specified in Tender or Competition | * NIS 100 for each day (working day) or part thereof, up to the first 2 days;
* NIS 300 for each additional day (working day) of delay or part thereof, in which the system is disabled
 |
| 6. | Temporary or permanent replacement of malfunctioning equipment with other equipment | Non-compliance with deadlines specified in Tender or Competition | NIS 1,000 for each day of delay (working day) or part thereof, in which the system is disabled;This sum shall be paid for every piece of malfunctioning equipment/component that needs to be replaced. |
| 7. | Noncompliance with schedule for **noncritical** upgrade activity at Supplier’s initiative | Any deviation | NIS 150 for every calendar week, counting from the fourth week of delay |
| 8. | Noncompliance with schedule for **noncritical** upgrade activity at Supplier’s initiative  | Any deviation, including failure to apprise customer of update expense in a timely manner | NIS 500 for each working day |
| 9. | Forwarding of data and reports to Tender Administrator/Customer, including updated price lists | Non-compliance with deadlines specified in Tender or Competition | NIS 200 for each day (working day) of delay, for each requisite report |
| 10. | Delivery of equipment in contravention of requirements of Tender or not on Administrator-approved list | Any deviation | Up to double the price paid, or to be paid, for each product, item, or component that is not on the approved list |
| 11. | Price quote for product not on the list approved by the Administrator | Price quote for a product not on the Administrator-approved list even if no procurement based on this quote is made | The cost of each piece of equipment in the price bid that is not on the Administrator-approved list |
| 12. | Withholding access to official manufacturer’s price list or manufacturer’s official configuration tools | Any deviation | NIS 500 per day beyond first 7 work days in each year of the Agreement, in which the Administrator is denied given access |
| 13. | Failure to report updates of manufacturer’s price list, including end-of-manufacture or end-of-service | Any deviation | * NIS 50 for each day of delay or part thereof, from day of issue of update by manufacturer, for the first 3 days;
* NIS 200 for each subsequent day of deviation
 |
| 14. | Performance of work by worker who fails to meet Tender requirements | Any deviation | The worker’s arrival shall not be considered a matter of compliance with the Tender requirements. The agreed compensation shall be calculated in accordance with the relevant section on the date of performance of the work by a worker who meets the Tender requirements. |

3.12 Regular Reports

**3.12.1 Reporting to the Administrator of the Tender**

3.12.1.1 The Supplier and the manufacturer undertake to submit, immediately, an update on critical malfunctions of equipment delivered, including global malfunctions of equipment manufactured by the manufacturer, that may have a broad effect on equipment installed with the Customer.

3.12.1.2 At the request of the Administrator of the Tender, the winning Supplier shall submit, no later than five work days from the moment the request is received, a detailed sales report in respect of all types of equipment, its quantities, and its prices, as delivered by it to the Customers.

3.12.1.3 The Supplier shall submit an up-to-date price list from the manufacturer of the equipment that it provides, no later than five work days from the submission of a request by the Administrator of the Tender. Said prices shall be laid out in an Excel worksheet. Together with the pricelist in the Excel file, support documentation shall be submitted signed by a representative of the relative area concerning certification of the pricelist for the Competition, in which the name of the price list file and the hash function value of the approved file are clearly noted. The hash value shall be calculated using the SHA1 algorithm (this calculation can be performed at /http://onlinemd5.com) or any instrument that allows the requisite value to be generated.

3.12.1.4 In addition, the winning Supplier shall submit to the Administrator of the Tender reports in various subjects as the Administrator of the Tender shall request, including a report on service calls that shows, *inter alia,* the number of calls and the types of malfunctions that it received and handled, as well as delivery certificates.

3.12.1.5 Said reports shall be produced by various cross-sections and classifications to be prepared by the Administrator of the Tender and submitted to the winning Supplier, as needed. Said reports shall be submitted in accordance with the demands of the Administrator of the Tender.

3.12.1.6 The Supplier shall allow the Administrator of the Tender, the Customer, or anyone appointed by them to inspect the delivery of the requested services, their nature, and their quality, and for this purpose to enter any location in order to verify and supervise the way its undertakings are being fulfilled. If entry to the Supplier’s sites is required, the visit shall be arranged in advance and the Supplier undertakes to respond to a request to carry out said visit within seven work days.

**3.12.1 Reporting to the Customer**

3.12.2.1 The Supplier shall submit to Customer from time to time, at the Customer’s request, and at least on the occasions specified by the Administrator of the Tender, if any, written reports that cover various topics as the Customer shall request. Said reports shall be submitted in hard copy or on digital media and in the number of copies that the Customer shall determine.

3.13 Training and Assimilation

**3.13.1 Training of equipment and system operators**

3.13.1.1 It is the winning Supplier’s responsibility to train the operators of equipment, systems, or subsystems, including individual system components, after said goods are installed and before they are activated, all of which as a condition for activation.

3.3.13.2 Said training shall include everything required for ongoing operation of said equipment or system, including:

3.13.1.2.1 regular system management, implementing settings, ongoing testing, and basic troubleshooting;

3.13.1.2.2 addition or replacement of equipment components (memory, cards, disks, etc.);

3.13.1.2.3 version upgrades of equipment firmware;

3.13.1.2.4 operation and upgrade of software systems supplied;

3.13.1.2.5 anything necessary for daily system operation.

3.13.1.3 The scope of the training shall be at least two days and shall include everything needed to enable system operators to operate the instruments available to them.

3.13.1.4 The format and content of the training shall be submitted to the Administrator of the Tender for approval before implementation.

3.13.1.5 Training activity shall be carried out commensurate with demand. The Supplier may merge several individual training activities into a single quarterly activity. Said activity shall be performed at the Customer’s site unless otherwise noted and unless approved by the Administrator of the Tender or the Customer.

3.13.1.6 The Supplier is responsible for providing all training instruments and kits for the performance of the training activities.

3.13.1.7 The training shall be included in the price of the equipment/service/systems and no added payment shall be made for them.

**3.13.2** **Training following technological updates**

3.13.2.1 The winning Supplier shall hold, at its expense and at no further cost to the Customer, a day-long workshop on regular technological updates for Customers at least once per year.

3.13.2.2 At said workshop, Customers shall be shown the manufacturer’s equipment and services that the Supplier provides, new solutions, future directions of development, technological updates, and additional topics associated with the area of activity in which the Supplier is the Winner.

3.13.2.3 Said workshop shall be conducted by experts representing the Supplier who are authorized by the relevant manufacturer and have knowledge and presentation skills in the field of their lecture.

3.13.2.4 Said workshop shall be open to customers (prior registration may be required) and shall take place in a facility that is built to accommodate all participants comfortably; the Winner shall provide light refreshments and cold/hot drinks throughout the workshop day.

Appendix 1 to Chapter 3 –
Information Security and Cyber Protection

1. **Specific definitions in this Appendix**

1.1 **Security incident** – an incident that may impair the availability, reliability, or confidentiality of information belonging to the Customer, of systems or code provided thereto, and of hardware, software, databases, or infrastructure that the supplier uses for the performance of the Agreement, including cyber attack.

1.2 **Customer** – as defined in the Tender Documents or the Contract.

1.3 **Information** – any document, correspondence, program, data, record, fact, content, model, picture, film, recording, business process, professional opinion, code, or logic that is retained or documented by the Supplier on technological media of any kind whatsoever.

1.4 **Sensitive information** – customer information that, when exposed, may impair or disrupt the Customer’s work in any manner, impair the services provided by the Customer or the government, or reveal details and information about the Customer that are not public, including personal information of citizens or workers, sensitive working processes, sketches of facilities, descriptions of security systems, source code and software of the Customer’s systems, planning documents of the Customer’s systems or systems adapted to its use, identification and authentication devices, information about classified customers, delivery objectives of hardware or systems, and any other information that the Customer specifies.

1.5 **The Administrator of the Tender** – as defined in the Tender Documents or the Contract, or anyone acting on its behalf.

1.6 Crucial service – one of the following:

1.6.1 services provided by the Customer to citizens and residents of the State of Israel, the sound and orderly functioning of which is critical for the citizens or for the economy;

1.6.2 a service of the Customer that is needed for the proper functioning of the Customer or the government.

1.7 **Cyber attack** – a security incident that is meant to circumvent or overwhelm t the Supplier’s or the Customer’s security or control measures, or to exploit a weakness, in an attempt to cause destruction, loss, leakage, modification, use, unauthorized exposure, or access to a Customer’s data.

2. **General**

2.1 The contents of this Appendix shall not derogate from those of the Tender Documents and the Contract.

2.2 The Customers’ information, their installed systems, and any other instrument or data that they use are highly sensitive in terms of both operation and information security; therefore, complying with the provisions of this Appendix is a material condition for the performance of the work or the delivery of services and goods.

2.3 Accordingly, working materials, documents, sketches, raw materials, interim reports, final reports, internal correspondence, and all other relevant information carries a high level of security sensitivity.

2.4 The winning Supplier and its staff are subject to the security instructions in force at each of the Customers’ sites where it operates, before the work begins and during the course of work.

2.5 The Customer or the Administrator of the Tender reserves the right to disqualify any Service Providers on security grounds without having to provide a rationale or an explanation of any kind and their decision shall be final and decisive.

2.6 The Supplier agrees that all information shared with it in the course of the Tender in relation to the contents of this Appendix shall be shared by the Administrator of the Tender with additional parties that he or she deems in need of it for assessing risks and determining requisite actions.

2.7 The Administrator of the Tender shall undertake to use the information that it receives from the Supplier only for the needs set forth in this Appendix and shall reveal it on a need-to-know basis alone.

2.8 The Administrator of the Tender may update, revise, and add to this Appendix as required in the course of the entire Contract Period, including when publishing the Competition documents.

3. **Security clearance**

3.1 The Administrator of the Tender may demand that any member of the Supplier’s staff, subcontractors, and Service Providers pass a security compliance check in order to establish security clearance as required.

3.2 For special activities in regard to which the Administrator of the Tender shall set a level of security higher than *Shamur* (confidential), each Service Provider designated to deliver services sought in said activity shall submit, before performing the work, such forms, questions, and affidavits as the Administrator of the Tender or the Customer shall demand, duly signed, and shall be willing to undergo a security check in order to obtain the requisite level of clearance. The winning Supplier shall ascertain that its staff or anyone acting on its behalf, who engage in special activities including work at classified sites, holds, at the very least, the requisite level of clearance and the level approved by the Administrator of the Tender and the Customer’s security officer.

3.3 The winning Supplier undertakes not to employ in providing the requested services staff members who have been referred to a lawfully competent government entity, including the Customer’s security officer, that has not allowed them to provide the Customer with the services, and shall not reveal to them any matter associated with the performance of this Agreement until they meet the security criteria and are allowed by said lawfully competent player to provide the Customer with services.

3.4 The winning Supplier undertakes to comply with the schedule for the performance of its part of the project irrespective of obtaining security authorization for specific staff members or of the removal certain workers before or in the course of the work.

3.5 Before it performs the work, the winning Supplier shall share with a representative of the Administrator of the Tender, for the purpose of receiving entrance permits and using the Customer’s standard form, all personal particulars of the staff members who will be providing the requested services, or performing the work, or having access to information about the Customer’s systems, and, where necessary, employees of the winning Supplier shall be referred to the Customer’s security officer for security investigation. The obligation to receive entrance permits shall also apply to random employees of the company (drivers, porters, etc.).

3.6 The Winner is aware and gives its assurance that every replacement of an employee must be followed by the immediate appointment of another employee who has appropriate security clearance.

4. **The Supplier’s information security officer**

4.1 The Supplier shall appoint a senior professional who is knowledgeable and skilled in the field of information security and cyber defense as its information security officer.

4.2 Said officer shall be responsible for the manner in which the Supplier and its subcontractors implement the terms of the Contract and the Agreement with respect to information security, information privacy, and cyber defense.

4.3 The Administrator of the Tender shall be apprised of the identity of the officer and the means of communicating with him or her. Whenever said officer is replaced, the Administrator of the Tender shall be apprised within five working days of the identity of the replacement officer and its contact details.

4.4 The Administrator of the Tender may establish a requirement for the officer’s security clearance.

5. Protection of information

5.1 The winning Supplier and anyone acting on its behalf hereby undertake to keep in full and absolute confidence all information including data or trade secrets about a customer, the Administrator of the Tender, or the Government of Israel that come to their knowledge directly or indirectly, or that is produced by them in the course of providing the Services sought in this Tender.

5.2 The winning Supplier and anyone acting on its behalf undertake not to reveal, directly or indirectly, the information or any portion thereof to any third party whatsoever and shall not put it to any direct or indirect use except as required for the performance of the project; the winning Bidder gives its assurance that it and anyone acting on its behalf shall take all necessary precautions to prevent access by any third party to information of in any form in which it will be stored. Any deviation from this provision shall take place only with prior written permission of the Administrator of the Tender or the Customer, with the exception of information in the public domain or information that must be surrendered by law.

5.3 The winning Supplier’s obligation to maintain confidentiality, including everything stated above, shall be in effect even after the end of the Contract Period and shall apply for an unlimited period of time.

5.4 All information pertaining to this Contract including orders, service calls, addresses of sites, blueprintss, technical specifications of specific solutions for customers, etc., shall be collected and stored in secure systems and access thereto shall be limited to authorized parties only.

5.5 The information shall be under the supervision of an employee of the Supplier or the Contractor who is authorized to view or deal with it.

5.6 Printing, storage, and sending of materials in the winning Supplier’s possession shall be carried out as instructed by the Administrator of the Tender or the Customer.

5.7 In no case shall any information associated with this Contract be transmitted in a way that the Administrator of the Tender or the Customer has not approved in advance. Sending by post shall be approved commensurate with the classification level of the information. This Section shall not apply to information that is classified as *Shamur* (confidential) or higher, which shall not be sent by electronic mail at all.

5.8 **Classified information**

5.8.1 Access to classified information shall be allowed only to employees or subcontractors of the Supplier who have an appropriate security clearance that is given or recognized by a lawfully competent entity and approved by the Administrator of the Tender or the Customer.

5.8.2 Classified documents shall be handled only in facilities, on computers, and in memory devices that have appropriate security clearance given or recognized by a lawfully competent government entity and only after approval by the Customer or the Administrator of the Tenderits.

5.8.3 Sending, working with, and storing of documents classified at a higher level than “unclassified” or containing content defined by the Administrator of the Tender as “sensitive” shall be carried out in accordance with individual authorizations and guidelines that the Supplier shall obtain from the Administrator of the Tender before handling them.

5.9 The security of the Supplier’s systems shall meet the most stringent market standards. The Administrator of the Tender may issue additional instructions for information security and cyber defense and the Supplier shall cooperate with them. Insofar as said instructions impose unusual costs on the Supplier, it shall contact the Administrator of the Tender to request a review. The Supplier shall meet at least the following requirements:

5.9.1 user identification by username and strong password that is changed at least once every 90 days, with control of password complexity and prevention of repetitions;

5.9.2 compartmentalization of authorizations at the operating system level, allowing only authorized users to access information;

5.9.3 regularly updated defensive measures against malicious code and zero-day attacks;

5.9.4 firewall protection between the user’s computer and the Internet;

5.9.5 detection system for network-level attacks;

5.9.6 Every mobile computer that holds material related to this Tender must protect access to its hard drive by means of a password or fingerprint at the BIOS level.

5.10 The Supplier shall provide the Administrator of the Tender a presentation of its information security measures, to the extent necessary.

5.11 All collected information, interim products, and final products shall be backed up regularly in order to prevent their loss. Said backups shall be kept in a separate place from the original while maintaining a level of security originally defined for that material.

5.12 The winning Supplier shall submit to the Customer/the Administrator of the Tender, at their request, a detailed account of the measures it will take as aforesaid. At the end of the Contract, the winning Supplier shall deliver to the Customer, together with the original, all copies of final reports and records that were produced for the provision of the requested services, and immediately thereafter it shall destroy all said reports, records, documents, and interim data created as the requested services were provided.

5.13 The winning Supplier’s undertakings in this section are time-unlimited, constitute a material condition of the Contract, and obligate the Supplier’s employees and anyone involved in the project on its behalf, including subcontractors.

5.14 **Compliance with requirements of information security law, regulations, and standards**

5.14.1 As a rule, the Supplier and all of its systems must comply with all relevant legal requirements. Without derogating from the generality of the aforesaid and without derogating from the Supplier’s other undertakings, the Supplier’s systems shall meet all information security and other requirements specified in the most recent update and issuance of the following laws, regulations, standards, and guidelines:

5.14.1.1 the provisions of the Databases – Protection of Privacy Law, 5741-1981;

5.14.1.2 the provisions of any law relating to digital systems, particularly the computers law, 5755-1995, the Copyright Law, 5768-2007, and any other relevant statute;

5.14.1.3 ISO Standard 27001, Information Security;

5.14.1.4 the information security requirements specified in the Contract documents (e.g., the Tender, the Appendices to the Tender, and the Agreement and its Appendices).

**6**. **Coping with incidents and audits**

**6.1 General**

6.1.1 The Supplier shall be solely responsible for the security of information that it receives or accumulates within the framework of the Contract. In addition, the Supplier shall be responsible for the security, soundness, integrity, and regular sound functioning of the systems, software, and hardware that it uses to provide the Customer with services or goodss. To comply with these requirements, the Supplier shall operate and update its security measures regularly and ensure that the technological devices that it uses for information security are up-to-date and in compliance with accepted standards in this field.

6.1.2 Without derogating from the foregoing and to meet its obligations under this Appendix, the Supplier agrees to cooperate with the Administrator of the Tender and the Customers as specified in this Appendix, all of which for the sound implementation of the Contract.

6.1.3 The Supplier undertakes to correct such deficiencies as the Administrator of the Tender shall find within a reasonable period of time and at its expense, and also agrees that failure to correct said deficiencies within a reasonable time shall constitute a basic breach of the Agreement and shall be grounds for the termination of the Contract, subject to a hearing.

6.2 Obligation to report

6.2.1 The Supplier undertakes to notify the Administrator of the Tender and the Customers, as quickly as possible, at all hours of the day, and without delay, of any security incident, with an emphasis on any incident that endangers a Customer’s information or systems or may affect its ability to meet its obligations under the Agreement, and in particular shall notify the Customer of the following incidents:

6.2.1.1 a security incident or cyber attack that resulted in a leak of information associated with the Customer or the disruption of information or software code;

6.2.1.2 a security incident or an attempted cyber attack that may impair a Customer’s systems, systems delivered to it, a Customer’s information, or code that it uses;

6.2.1.3 a security incident or an attempted cyber attack that is meant to gather information about a Customer.

6.2.2 In such a case, the Supplier shall notify the Administrator of the Tender and the Customers of the occurrence of the incident and any further detail related thereto. It is stated for emphasis that this obligation shall apply even if the Supplier does not possess all the relevant information, and the Supplier shall update its reports in accordance with information that will have accumulated in its possession and with the instructions of the Administrator of the Tender. Said report shall include the following details at the very least:

6.2.2.1 the way the incident was handled and the measures taken at once to mitigate damage and minimize exposure in the immediate term;

6.2.2.2 a general description of the incident, how it occurred, a review of its known history, etc.;

6.2.2.3 systems that were impaired or were the targets of the attack;

6.2.2.4 information that leaked, was impaired, or was the target of the attack;

6.2.2.5 analysis of the paths of the attack, the weaknesses exploited in the attack, and all other relevant information;

6.2.2.6 remedial actions to prevent recurrence of incidents in the future;

6.2.2.7 any other information that the Administrator of the Tender shall request in order to analyze the incident.

6.2.3 It is stated for clarity that the reporting requirement specified in Section 6.2 *supra* shall be limited to information relating to systems that the Supplier uses to provide Customers with services; disclosure of information belonging to other Customers or uninvolved players is not be required.

6.3 **Periodic audit**

6.3.1 The Administrator of the Tender may carry out a periodic audit of the Supplier’s compliance with the information security, privacy, and cyber requirements as it delivers services to the Customers. Said audit shall be carried out by requesting reports and reportage about the way the Supplier is complying with the information security and cyber defense requirements in the Tender. The Supplier shall submit said reports and reportage in accordance with the schedule that the Administrator of the Tender shall set forth.

6.3.2 Insofar as the Supplier believes that the sharing of information or the method used to perform the audit raises concern about the impairment of its working processes or the services that it provides its other customers, or subjects it to disproportionate monetary costs, it shall contact the Administrator of the Tender and ask him or her to coordinate the way the audit will be performed. To eliminate doubt, the decision of the Administrator of the Tender about how to perform the audit shall prevail.

6.4 **Audit due to concern about a cyber attack**

6.4.1 The Administrator of the Tender may carry out an audit pursuant to concern about a cyber attack that affects the delivery of services or goods to the Customers, along one of the tracks detailed below:

6.4.1.1 Track A – auditing the Supplier’s coping methods:

6.4.1.1.1 The Administrator of the Tender may demand that the Supplier deliver surrender any document or detail that relates to how it copes with a cyber attack as specified in Section 6.2.2 *supra* or any other information needed to assess the impairment of delivery of services or goods to a Customer.

6.4.1.1.2 The Administrator of the Tender may order the Supplier to inspect or take action in the systems that it uses to provide service in order to examine the attack or ensure that no such attack has taken place. It is stated for clarity that any information to be shared with the Supplier for the purpose of said inspection is sensitive and must not be shared with any other party without the approval of the Administrator of the Tender or the Customer.

6.4.1.1.3 Insofar as the Administrator of the Tender finds that the provisions of the foregoing Sections do not suffice to give adequate assurance of the security of the Customers’ systems or information, or insofar as sensitive information is at stake, or an incident that affects crucial services has occurred, he or she may determine that even as the Supplier continues its work, he or she may carry out an inspection of Supplier’s systems that pertain to the provision of services or goods; inspect the damage or risks that the Customer assumes in order to cope with the security event; diagnose the nature of the attack, the systems impaired, and the impact of the attack on the delivery of service; examine ways of preventing their continuation and recurrence; and instruct the Supplier on ways to mitigate these risks, etc., doing so directly and by means of the measures available to him or her.

6.4.1.2 Track B – helping the Procurement Administration to cope with an incident:

6.4.1.2.1 Activity along this track shall take place only at the Supplier’s request and with its explicit written consent, except for the cases specified in Section 6.4.1.1.3 *supra,* in which activity along this track shall be combined with treatment of the incident by the Supplier.

6.4.1.2.2 The Administrator of the Tender may, at its sole discretion, help the Supplier carry out an inspection of its systems that relate to the provision of services or goods; examine damage or risks inflicted on the Customer; cope with a security incident and determine the way the attack took place, the systems impaired, and the impact of the attack on the delivery of service; and examine ways of preventing their continuation and recurrence, and instruct the Supplier on ways to mitigate these risks, etc., directly and by means of the measures available to him or her, all of which in relation to the services provided by the Supplier in accordance with this Agreement and for the purposes of their continued delivery.

6.4.1.2.3 It is stated for clarity that said assistance by the Administrator of the Tender shall not derogate from the Supplier’s obligations or impose any liability on the Administrator of the Tender.

6.4.2 The Supplier shall cooperate with the demands of the Administrator of the Tender to the best of its ability and shall share with him or her all information that is needed to evaluate and cope with a cyber incident or to ensure that such an incident did not take place. Said information shall be limited to information of relevance to systems with which the Supplier provides Customers with services; information belonging to other Customers or uninvolved parties shall not be disclosed.

6.4.3 Insofar as the Supplier believes that the sharing of information or the method used to perform the audit raises concern about the impairment of its working processes or the services that it provides to other customers, or subjects it to disproportionate monetary costs, it shall contact the Administrator of the Tender and ask him or her to coordinate the way the audit will be performed.

Appendix 2 to Chapter 3 – Method of Performance
and Rules for Competition Proceedings

1. **General**

1.1 The Registered Suppliers shall participate in competition proceedings in accordance with the contents of this Appendix and with requirements that shall be specified in individual Competition Documents that shall be promulgated from time to time.

1.2 Every competition request for a tender (hereinafter: **“Competition Request”**) shall include one or more configurations and shall be independent of other Competition Requests. There is no impediment to the publication or performance by the Administrator of the Tender of several competitions on one date and for different kinds of equipment. The Administrator of the Tender shall determine the method of performance for each competition, e.g., a discount on manufacturer’s list price, a dynamic competition with minimum prices, the submission of price bids in envelopes, etc., and the weighting of price and quality.

1.3 Each competition proceeding is independent of others, is undertaken on its own merits, and should not be considered a demand to comply with requirements set forth in other competitions.

1.4 The Administrator of the Tender shall issue the Competition Documents to all Registered Suppliers. The proceeding of submitting price bids shall take place by means of a dynamic online competition proceeding (hereinafter: “**Dynamic Online Competition**”) or in some other alternative way of submitting price bids, as the Administrator of the Tender shall determine.

2. **Competition Document**

2.1 For each competition, the Registered Suppliers shall be issued a full set of documents (hereinafter: **“the Competition Document”**), which shall include all necessities for the performance of the competition that were not published in Appendix 2 to Chapter 3 herewith and, within this generality, may include instructions and updates in the following matters:

2.1.1 additional requirements not specified in the threshold conditions in the Framework Tender (including the number of technicians and the type of their certification, levels of security clearance, etc.), and individual requirements and specifications for the Goods and Services sought therein;

2.1.2 the competition period;

2.1.3 the economic model of the competition;

2.1.4 the metrics used in choosing a winning Supplier, including a price score and a quality score;

2.1.5 the method of bid submission and the method of carrying out the competition;

2.1.6 instructions concerning the response to Bidders who wish to receive preferential treatment for Israeli-made goods or seek non-discrimination in accordance with the GPA agreement, insofar as the Administrator of the Tender deems these provisions relevant to the Competition Document;

2.1.7 Compulsory industrial cooperation—the Bidder undertakes to maintain industrial cooperation in accordance with the Mandatory Tenders (Mandatory Industrial Cooperation) Regulations, 5767-2007 (hereinafter: “**the** **Cooperation Regulations**”) insofar as the provisions of said Regulations shall apply within the framework of competitions carried out by virtue of the Tender.;

2.1.8 the requisite guarantees;

2.1.9 compulsory compliance with lawful licensing and standards requirements for the provision of the sought after goods and services;

2.1.10 any directive, demand, instruction, or further detail that the Administrator of the Tender may decide upon, including, at the sole discretion of the Administrator of the Tender, establishing threshold conditions and other conditions not set forth in the Framework Agreement.

2.2 The contents of any Competition Request shall relate to that Competition Request only and shall not apply to the provision of services created by having won other competitions. (For example, if the Administrator of the Tender has established certain conditions of delivery in a certain competition, said conditions of delivery shall apply to that competition only.)

2.3 The Administrator of the Tender may add to and/or revise the conditions of the competition and the fulfillment of the Tender, including adding or revising threshold requirements that the Bidder must meet in order to participate in the Competition Proceeding.

2.4 The Administrator of the Tender may, at its sole discretion, cancel a -Competition Request or a Competition Proceeding or publish a new Competition Proceeding. Notice to this effect shall be sent to all Registered Suppliers.

2.5 The Administrator of the Tender need not compensate Registered Suppliers who participate in a competition in the event of cancellation for any reason whatsoever.

2.6 The industrial cooperation requirement shall be implemented within the framework of the competition in accordance with the provisions of the Mandatory Tenders (Mandatory Industrial Cooperation) Regulations, 5767-2007.

**2.7 Preference for domestic products**

2.7.1 Preference for domestic produces in the Tender shall be carried out in accordance with Mandatory Tenders (Preference of Israel Products) Regulations, 5755-1995. The preference mechanism shall be specified in the Competition Documents if necessary.

2.7.2 A Bidder who wishes to receive preference for its goods in competitions held by force of the Framework Tender shall affirm, in its bid for the competition, that the goods are made in Israel and shall demonstrate its eligibility by attaching an accountant’s certification (Appendix 3 of the BidBooklet – Accountant’s Certification – preference for Israel products in the Funds and Administration Regulations, 7.12.0.2). A Bidder that offers goods manufactured in a country to which the GPA treaty applies shall declare this in its bid for the Competition.

2.7.3 A Bidder that, in its bid in a competition, applies for preferential treatment of locally manufactured goods even if it does not receive the preference in practice, shall be required, throughout the Contract Period, to continue providing the locally manufactured goods that it offered in its Bid. Insofar as the Supplier requests to provide imported goods instead of those it committed to supply during the Contract Period, the Tenders Committee shall examine whether circumstances exist that justify this, chiefly external constraints that the Supplier could neither control nor foresee, and insofar as the Tenders Committee is convinced that there is reason to approve the requested change, the prices paid for said item shall be revised and divided by 1.5 unless special circumstances justify dividing the price by only 1.15.

**3. Registered Supplier’s response to Competition Proceeding**

3.1 A Bid for each competition shall be submitted in accordance with the provisions of the Competition Documents.

3.2 Said Bid shall include a full response to the competition requirements with full details for each configuration requested, including manufacturer, exact model, and response to specification.

3.3 Insofar as a Registered Supplier seeks to provide goods from a manufacturer not yet approved by the Administrator of the Tender, it shall attach new manufacturer certifications as specified in the Tender Documents or, if other provisions have been established for this matter in the Competition Documents, then in accordance with said provisions.

3.4 It is stated for clarity that the Administrator of the Tender may, at its sole discretion, disallow or disqualify the Registered Supplier’s response to the Competition Request insofar as it is based on equipment from a manufacturer about whom, in its opinion, uncertainty exists about the possibility of relying on its products for the entire Procurement and Service Period, regardless of whether said manufacture was once approved by the Administrator of the Tender.

**4. Stages of review of Bid for Competition Proceeding**

4.1 In the first stage, all Bids shall be reviewed for their compliance with the requirements of the competition.

4.2 In the second stage, in competitions for which a quality weight has been specified – a quality assessment of suppliers’ bids that cleared the first stage shall be performed and a quality score as specified in the Competition Request shall be given.

4.3 In competitions that require the attainment of a minimum quality score, Bids that fail to comply shall be disqualified. Only bids that attain the minimum quality score shall be approved for participation in a Dynamic Online Competition.

4.4 Suppliers whose bids are approved for participation in a competition shall be invited to participate in a Dynamic Online Competition, in accordance with the results of which a candidate for the winner of the competition shall be chosen.

**5.** **Inspection of equipment and services in a Bid for a competition**

5.1 The Administrator of the Tender may demand that a bid for a competition be accompanied by a presentation by the Bidder of the proposed equipment and services, including every component required for the operation of said equipment and services and as shall be required by the Administrator of the Tender, in accordance with the proposed configuration, for the purpose of examining quality and compliance with the requirements of the technical specification set forth in the Competition Request –and this, within a period of time that shall be specified by the Administrator of the Tender in the Competition Request.

5.2 Said presentation of equipment and services shall be carried out in accordance with the nature and location of the inspection, which shall be noted in the Competition Documents. The Administrator of the Tender, by means of an inspectionexamination team acting on its behalf, may perform said examination without the presence of the Supplier’s personnel.

5.3 The Bidder shall allow the inspection of the equipment and the services to take place within five working days of the time the Administrator of the Tender publishes the Competition Request, unless the Administrator of the Tender decides to the contrary. It is stated for clarity that the Administrator of the Tender, at its sole discretion, may disqualify the Bid of a Framework Supplier who does not allow the equipment and services to be presented for inspection.

5.4 The Administrator of the Tender may, at its discretion, demand that all or some of the equipment in a certain competition be sent out for testing to a laboratory or some other entity of its choosing.

5.5 All costs of the inspection, including those related to shipping and taxes, shall be borne by the Registered Supplier.

5.6 Furthermore, the Administrator of the Tender may, at its sole discretion, demand additional testing in order to determine that the Bidder’s Bid complies with the requirements of the Tender or the Bidder’s affidavits in its Bid.

**6. Calculation of quality score**

6.1 Bids that meet the threshold requirements shall be reviewed by a professional team that the Administrator of the Tender shall appoint.

6.2 Said professional team shall score the Bids in accordance with metrics that shall be published in the Competition Document, using the following information sources (all or some): equipment (insofar as equipment in the competition must be subjected to prior inspection), its specifications, data submitted by the Bidder, public information about the Bidder and the products, government bodies’ experience in working with the Bidder, advisors’ opinions, and any other source of information, at the discretion of the professional team and the Administrator of the Tender.

6.3 After each of these subjects receives a score, the total quality score of the Bid shall be calculated by totaling the points accumulated by the bid in each segment. The total quality score shall constitute the Bidder’s quality score.

6.4 Insofar as the equipment will be sent to an outside entity for testing as aforesaid, the testing score, insofar as quality metrics have been established in the competition, shall be weighted in accordance with the weights that appear in the Competition Document.

6.5 If it is found, in the opinion of the Administrator of the Tender, that the products of a certain manufacturer fall materially short of the requirements of the Tender or the product specifications submitted to the Administrator of the Tender in the Bidder’s Bid in three configurations are more, the Administrator of the Tender may disqualify the manufacturer’s products from participating in future competitions.

6.6 It is stated for clarity that the Administrator of the Tender may, at its sole discretion, revise the method used to determine the quality score of a Bid being reviewed in the manner specified *supra,* to any other method of determining a quality score as shall appear in the Competition Request documents.

**7. The** **Bid pricing mechanism**

7.1 The pricing mechanism and the price setting method shall be specified in the Competition Documents. It is stated for clarity that said mechanism may differ from one competition to another and even among configurations within one competition alone.

7.2 Within the framework of the Competition Proceeding, Registered Suppliers shall tender price bids for each section that appears in the competition or submit discounts off the manufacturer’s price list or discounts relative to their opening prices, all of which as specified in the Competition Documents.

7.3 The price bid to be submitted by the Bidder in the competition shall be final and shall include all components of the cost of the sought after goods and services for the purpose of providing and performing them (including Value Added Tax).

7.4 In the course of the competition, the weighted price of the Bid shall be calculated for the purpose of weighting in accordance with the contents of the Competition Documents (**“the Weighted Bid Price”**).

**8.** **Calculation of price score**

8.1 In each competition, the Administrator of the Tender, at its sole discretion, shall determine the method of calculating the price score and the economic model of relevance in the competition – by means of which the Bidders’ price scores shall be ranked.

8.2 The Administrator of the Tender may publish a model as a different tool for each competition or part thereof, at its sole discretion.

**9. Calculation of Bid score and ranking of Bidders**

9.1 The Bids shall be ranked in accordance with their weighted score:

9.1.1 In competitions that have no quality component, the Bid score shall be comprised of the price score only.

9.1.2 In competitions that include a quality component, the weighted price score together with the quality score of the Bid, according to the mechanism and the weights published in the Competition Document, shall comprise the Bid score.

9.2 The bid with the [highest/lowest] weighted score shall be ranked in first place. The other Bids shall be ranked after it in declining order, in accordance with their weighted scores.

9.3 If several Bids have the same weighted score, the Administrator of the Tender shall act on the basis of the following order until a Winner is chosen:

9.3.1 The Administrator shall act in accordance with the provisions of Section 2b of the Mandatory Tenders Law concerning “business controlled by woman” as defined therein, provided that a Bidder in the Tender applied for said treatment and meets the requirements of the law.

9.3.2 The Administrator shall choose the Bid that has the highest quality score.

9.3.3 The Administrator shall conduct an additional Competition Proceeding among said Bids, in which each of these Bidders may submit a better price quote than its original one.

**10. Choosing a designated winner and runners-up in a competition**

**10.1 The designated winner**

10.1.1 After the Competition Proceeding ends, the Tenders Committee shall announce the Bidder whose Bid received the highest score for each configuration as a candidate for winning said competition (hereinafter: **“the Designated Winner”**).

10.1.2 After the Designated Winnercomplies with all requirements set forth in Section 11 *infra*, the Tenders Committee shall declare it the winner of the competition.

**10.2 Runners-up**

10.2.1 After the Winner is announced, the Administrator of the Tender may choose the Bidder whose Bid is rated in second place, then the one whose Bid is rated third, and so on, as the first runner-up, the second runner-up, and so on (hereinafter: **“Runner-Up”**).

10.2.2 Insofar as the Winner fails to comply with one of the requirements of the Tender, or if it is found that the Winner submitted erroneous or incomplete information in the Tender, or if its status of Winner is canceled for any reason whatsoever during a period of up to 18 months from the onset of its Contract Period (hereinafter: **“the Runner-Up Period”**), the Administrator of the Tender may announce the Runner-Up as the winner in accordance with its Bid in a Dynamic Competition tender, provided it comply with the aforementioned requirements of a Winner-Designate.

10.2.3 The Administrator of the Tender may revise the Runner-Up Period in the Competition Documents at its sole discretion.

10.2.4 It is stated for clarity that a framework supplier’s guarantee, to be given within the framework of Part A of the Tender by each of the Framework Suppliers, shall be considered security for the discharge of its obligations and compliance with the requirements of the competition by the runners-up.

**11. Requirements of Runners-Up**

**11.1 Quality and suitability inspections**

11.1.1 Before the Tenders Committee announces the Winners of each competition, the Administrator of the Tender may ask the Designated Winner, chosen on the basis of the results of the competition, to demonstrate its equipment and service in order to prove that its Bid complies with the requirements of the Tender.

11.1.2 Proof of compliance of the Bid shall be given in one or more of the following ways, as the Administrator of the Tender shall demand at its full and sole discretion, and in the manner and form that he or she shall demand, in relation to one or more of the details of the Bid:

11.1.2.1 demonstrating the operation of the equipment included in the bid;

11.1.2.2 submitting the equipment to inspection by the Administrator of the Tender or by an entity acting on its behalf;

11.1.2.3 demonstrating the operation of various services that are offered for inspection purposes;

11.1.2.4 performing tests on offered systems and products for compliance with the requirements;

11.1.2.5 submitting certifications from a laboratory or an outside inspection entity, as the Administrator of the Tender shall demand;

11.1.2.6 testing by a laboratory or other entity, as the Administrator of the Tender shall demand;

11.1.2.7 All costs of said testing, including those relating to shipping and taxes, shall be borne by the Winner-Designate.

11.1.2.8 Any other method that shall be required to satisfy the Administrator of the Tender that the Bidder’s bid complies with the requirements of the Tender or with the Bidder’s affirmations in its Bid, at the discretion of the Administrator of the Tender.

11.1.3 The Administrator of the Tender shall present the Designated Winner with a breakdown of the requisite inspection measures. The Bidder shall be allowed to request clarifications and revisions of the inspection process within three working days of its having received said details of the inspection measures from the Administrator of the Tender. In any case, the decision of the Administrator of the Tender shall prevail.

11.1.4 The Bidder shall deliver the equipment and operate the services within 14 working days of receipt of the request of the Administrator of the Tender unless the Administrator of the Tender decides differently.

11.1.5 The products, systems, and services shall be inspected by an inspection team representing the Administrator of the Tender.

11.1.6 If it is found that a piece of equipment or a service does not comply with the requirements of the competition or is inconsistent with the Bidder’s affidavits in its Bid, the Administrator of the Tender, at its sole discretion, may ask to have the deficiency corrected within a specified time frame or may disqualify the Bid. In the case of disqualification, the Administrator of the Tender may approach the Runners-Up in the order of their ranking in the competition. In said case, the Runner-Up shall undergo the inspection that the Administrator of the Tender required the Winner-Designate to undergo. Insofar as the Runner-Up does not pass said inspection, said Bidder shall be disqualified and the Administrator of the Tender shall approach the next Runner-Up, and so on.

11.1.7 Without derogating from the foregoing, the Administrator of the Tender may visit the Bidder’s or the manufacturer’s site in order to verify data or assess the quality of the Bidder or the equipment at all stages of inspection during the Tender process or after the Winner is chosen. The Bidder undertakes to respond to said request by the Administrator of the Tender for said visit within five working days.

**11.2 Guarantee from winner of competition**

11.2.1 As security for compliance with the Supplier’s undertakings in the Agreement, the Designated Winner shall submit to the Administrator of the Tender, in accordance with schedules to be specified, an automatic unconditional guarantee in the sum specified in the Competition Documents, in identical wording to that of the guarantee attached as Appendix C of the Contract Agreement in the Framework Tender Documents booklet.

11.2.2 The conditions and submission of the competition guarantee shall be in accordancet with the instructions set out in Chapter 4 of the Framework Tender Documents.

11.2.3 A Registered Supplier that wins several configurations in one round of competitions may submit one guarantee, in a cumulative sum, for all winnings in said round of competitions, provided the guarantee period in all configurations within the round is the same.

**12. Dynamic Online Competition Proceeding**

12.1 The Dynamic Online Competition Proceeding shall be managed by a digital system that the Administrator of the Tender shall make available to the Registered Suppliers.

12.2 The method of working with the system, including the appointment of representatives and registration in the system, and the rules of the Dynamic Competition in various central models, shall be published publicly by the Administrator of the Tender.

**13. Revising the Competition Proceeding**

13.1 The Administrator of the Tender may update or revise the nature and the method of the competition within the Tender.

13.2 It is stated for clarity that the Administrator of the Tender may, at its sole discretion and at any stage, switch the aforementioned competition method to any other competition method, including a dynamic method with minimum prices, submission of price bids in envelopes, etc.

13.3 In the event that the competition method is revised, Registered Suppliers shall be sent an Appendix detailing the new competition method established.

4. The Contract Agreement

Contract Agreement

executed and signed in Jerusalem on [date] \_\_\_\_\_\_\_ of [month] \_\_\_\_\_\_\_, [year] 202\_

between

The Government of Israel, on behalf of the State of Israel
by means of the Government Procurement Office
at the Division of the Accountant General, Ministry of Finance

(hereinafter: “the Administrator of the Tender”)

**The Party of the First Part**

and

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

at [address] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter: **“the Supplier”**)

**The Party of the Second Part**

|  |  |
| --- | --- |
| **Whereas** | the Administrator of the Tender has published Central Tender no. 7-2222 for the Provision of Services and Systems to Government Ministries, Support Units, and Certain Associated Entities in Areas of Technological Infrastructure (hereinafter: **“the Tender”**) for the provision of the goods and services specified in the Tender Documents (hereinafter: **“the Goods and Services”**); and |
| **Whereas** | the Supplier has submitted a bid in the Tender and is interested in providing the services sought in accordance with the contents of the Tender, in its Bid and in this Agreement (hereinafter: “the Agreement”); and |
| **Whereas** | and subject to its signature on this Agreement and compliance with the other requirements specified in the Tender, the Tenders Committee of the Administrator of the Tender has chosen the Supplier as a winning Supplier in the Tender for the purpose of providing the Goods and Services. |

**Accordingly, the Parties state, affirm, and agree as follows:**

**1. General**

1.1 The following appendices are attached to this Agreement:

1.1.1 Appendix 1 – Tender Documents;

1.1.2 Appendix 2 – The Supplier’s Bid

1.1.3 Appendix 3 – Supplier’s Guarantee

1.1.4 Appendix 4 – Insurance Requirements and Certification of Coverage

1.1.5 Appendix 5 – Undertaking of Confidentiality and Absence of Conflict of Interests

1.1.6 Appendix 6 – Affidavit Concerning Classified Technicians

1.2 The Preamble and the Appendices to this Agreement are inseparable parts thereof.

1.3 In this Agreement, the terms shall have the meanings assigned to them in the Tender. The Agreement and its Appendices shall be interpreted such as to fulfill the explicit and implicit requirements of the Tender and the purpose of the Tender, i.e., optimal delivery of the services throughout the Tender Period.

**2. The Contract Period**

2.1 The Contract Period shall be as specified in the Tender Documents.

**3. Supplier’s undertakings and affidavits**

3.1 The Supplier affirms and makes the following undertakings:

3.1.1 There is no legal impediment to its contracting under this Agreement.

3.1.2 It will provide what is required in accordance with the Tender conditions.

3.1.3 It complies with all relevant legal requirements for the provision of the Goods and Services in accordance with this Agreement.

3.1.4 In any case where statutory provisions are revised in a way that affects the performance of this Agreement, the Supplier shall act efficiently and rapidly to adapt the services to the requirements of the law and shall bear the costs associated therewith.

3.1.5 The Supplier has the experience, skill, knowledge, tools, inventory, and personnel needed to carry out its obligations in accordance with, and under the conditions of, the Agreement and the Tender.

3.1.6 The Supplier shall refrain from any action meant to impair or undermine the Customers’ rights under this Agreement.

3.1.7 All persons who take part in providing the services/delivering the Goods on the Supplier’s behalf, within the framework of the Tender, is certified and competent for its role.

3.1.8 The Supplier shall cooperate with the Administrator of the Tender and with any Customer with whom it contracts by force of the Tender.

3.1.9 The Supplier shall submit to the Administrator of the Tender, the Customer, or anyone appointed by them, all information or reportage that they shall demand such as is, in their opinion, relevant to the delivery of the services, at the time and in the manner that they shall determine.

**4. Essential services and state of emergency**

4.1 In a state of emergency, from the moment it is declared by the Knesset, the Government of Israel, the National Emergency Authority (NEA), or any other party lawfully authorized for this purpose (hereinafter: **“State of Emergency”**) or, alternatively, in a situation defined by the Administrator of the Tender as a state of heightened alert, such as a natural disaster, a national disaster, the eruption of an epidemic, a state of warfare, preparation for war or military situation (hereinafter: **“State of Alert”**), the Supplier shall continue to provide the Goods/Services in a regular manner and in accordance with its undertakings in this Agreement.

 For the purposes of this Section, a State of Emergency includes only states of emergency declared after this Contract Agreement is signed.

4.2 Without derogating from the foregoing, in any case where due to a State of Emergency, a State of Alert, or a force majeure event, the Supplier finds it difficult to provide Goods or certain Service or to carry out any other obligation in accordance with this Agreement, it shall contact the Administrator of the Tender in advance or, in exceptional cases where this is not possible, immediately and at approximately the moment when the Supplier becomes aware of the difficulty, in order to notify the Administrator of the Tender and obtain its approval, for a limited period of time, to deviate from its obligations under the Tender.

 In such a case, the Administrator of the Tender may reject the request or approve it for a limited period of time or approve it conditionally, including within this generality a condition by which the Customer may procure the requisite services from an alternative supplier in the course of said period.

 For the purposes of this Section, the expression “force majeure” denotes a war, an invasion by an enemy state, an act by an enemy state, or battles, an uprising, an epidemic, a natural disaster, and any other reason that the Supplier cannot control and cannot reasonably have anticipated in relation to this Contract between it and the government.

**5. Confidentiality and absence of conflict of interests**

5.1 The Supplier undertakes, individually and for those acting on its behalf, to maintain in total confidentiality information received in the course of carrying out their obligations under this Agreement and the Tender during the Contract Period and thereafter, and will make no use whatsoever thereof except for the purpose of carrying out said obligations in accordance with the Tender and the Agreement.

5.2 Insofar as the sharing of information about the Contract with the Supplier entails security clearance, the Supplier shall provide representatives who have the requisite clearance and shall ensure that said information be kept only in the possession of those who have the appropriate clearance.

5.3 Without derogating from the foregoing, it is the Supplier’s responsibility to ascertain and ensure, by all means available to it, that its officers and subcontractors who, in the course of their work, are exposed to customers’ information (including while providing support services, expert services, auxiliary services in a security incident, etc.) will keep the information to which they are exposed in total confidentiality and shall not reveal it to anyone.

5.4 Revelation or disclosure of information as aforesaid in this Section, by commission or omission, without the express prior written permission of the Administrator of the Tender, constitutes a violation of the Supplier’s duty of confidentiality and may be a criminal offense under Israeli law, particularly Section 118 of the Penal Law, 5737-1997, and under any other relevant legislation commensurate with the type of information exposed (e.g., private information, information protected by Israeli law, etc.).

5.5 Without derogating from its obligations to maintain confidentiality as specified in this Section, with regard to the execution of the contract with government clients with security sensitivity, there may be additional requirements regarding the manner of discharging the Supplier’s obligations, or control by authorized entities, in accordance with the security rules or arrangements, and this, to ensure the Supplier’s compliance with its confidentiality obligations as specified in the Tender. Said requirements shall be transmitted to the Supplier by the Administrator of the Tender in the relevant cases.

5.6 The Supplier undertakes that the execution of the agreement does not create any conflict of interest, direct or indirect, between it and the Administrator of the Tender or any Customer.

5.7 In any case where a concern arises that the Supplier, a member of its staff, or anyone else acting on its behalf may find himself or herself, directly or indirectly, in a situation of conflict of interests in regard to delivering the services to the Customers, the Supplier shall bring this to the attention of the Customer without delay and shall take immediate action to eliminate the conflict of interest. In such a case, the Customer shall also notify the Supplier of additional or special measures that it must take to eliminate the conflict of interests, and the Supplier shall take said actions promptly.

5.8 The Supplier undertakes to have all the officers mentioned in Sections 3.5.1.2 and 3.5.1.4 of the Tender Documents and its Bid sign a statement of confidentiality and absence of conflict of interests in the form appearing in Appendix 6 to this Agreement. If changes occur in the identity of said officers in the course of the Contract Period, the Supplier undertakes to have the new officers sign the undertaking in Appendix 6.

**6. Organizational restructuring of Supplier**

6.1 The Supplier shall serve the Administrator of the Tender with immediate written notice of any significant change in its business, professional, or legal structure (e.g., acquisition, merger, reorganization, splitting, etc.) that has implications for the performance of its duties under this Agreement. In such a case, the Administrator of the Tender may make any decision that he or she feels warranted by said change, including canceling existing projects, terminating the Contract with the Supplier, or attaching conditions to the Contract.

**7. Intellectual property and copyright**

7.1 The Supplier holds the rights that are needed for the delivery of the services to, and the use thereof, by the Customers (hereinafter: **“Intellectual Property Rights”**). Insofar as the Supplier does not possess all intellectual property rights, it affirms that those who do hold said rights have given him all permissions, use authorizations, and licenses required by law for the delivery of the services and the use thereof by the Customers, in accordance with the terms of this Contract.

7.2 The Supplier grants the Customers non-exclusive license to use the services that it offers, and this, within the framework of the consideration paid to the Supplier and without any additional consideration. The Supplier shall not require customers to purchase licenses for the purpose of using the services and shall not condition the use of a service on obtaining a license or acquiring some other service. To eliminate doubt, the foregoing shall not derogate, contradict, or obviate the possibility of a license agreement between the Supplier and third parties from which the Supplier purchases the use licenses that it needs to deliver the service.

7.3 The delivery of the services to the Customer and the use that the Customer makes thereof does not and shall not constitute an infringement of the Intellectual Property Rights of any third party under any law. The Supplier shall notify the Administrator of the Tender of any case in which, as part of a legal proceeding, it is alleged that the Customers’ use of the services constitutes an infringement of the Intellectual Property Rights of any third party.

7.4 If the Supplier discovers that the Customers’ use of services constitutes an infringement of the Intellectual Property Rights of any third party, in contravention of the provisions of the law, the Supplier shall make every effort to make available to the Customers, at no extra cost, a component or a service whose use does not cause infringement of the Intellectual Property Rights and which is in no way inferior to the component or service in violation of the right. The Supplier shall apprise the Customers of the reason for its replacing said service or component. In any case, the Supplier shall desist from providing a service that creates an infringement of the Intellectual Property Rights of any third party and shall credit the Customer for the sum it paid for the terminated service.

7.5 In addition, in any case where a third party alleges, within the framework of any legal proceeding, that a service provided by the Supplier to Customers infringes the Intellectual Property Rights of a third party (hereinafter: **“Allegation of Infringement”**), the Supplier shall be solely responsible for addressing the Allegation of Infringement, at its expense, and shall fully indemnify the Customers and also cover all expenses, damage, and lawyers’ fees that shall be necessary for this purpose.

7.6 The Administrator of the Tender shall apprise the Supplier of any claim submitted in which an Allegation of Infringement is raised. Insofar as the Supplier is not a party to the claim within the framework of which the Allegation of Infringement is expressed, the Administrator of the Tender shall act to add it as a party to the proceeding so that it may defend itself. In such a case, the Administrator of the Tender may demand that the Supplier step into the Customer’s shoes for the purpose of conducting the proceeding. In the event that the Customer chooses to represent itself, it shall refrain from conceding the plaintiff’s allegations without the Supplier’s prior written consent.

7.7 Without derogating from the foregoing, the Supplier shall indemnify the Customer, immediately and upon first request, for any damage, loss, cost, payment, or expense, of any kind whatsoever, that the Customer sustains in connection with the Allegation of Infringement. The Supplier’s aforesaid obligation to indemnify shall not apply in the following cases:

7.7.1 The Allegation of Infringement originates in use by the Customer in contravention of the stipulations in this Agreement, such that the action in which the Agreement is contravened is the cause of the infringement of the Intellectual Property Rights;

7.7.2 Insofar as determined by a competent judicial instance in a final verdict of immediate effect that said infringement of Intellectual Property Rights does not originate in the Customer’s use of the Customer’s services *per se* but, instead, is a corollary of the combination of said service and a good or service supplied by an entity external to this Agreement or developed by the Customer itself.

7.8 Intellectual property rights to outcomes that the Supplier shall prepare at the behest of the Administrator of the Tender or the Customers by force of this Agreement shall be owned by the Customer and the Supplier shall have no title to them whatsoever.

**8. Relations between the Parties**

It is hereby affirmed and agreed between the Parties that:

8.1 Their relations under this Agreement constitute customer–supplier relations and not employee–employer relations.

8.2 Neither the Administrator of the Tender nor a Customer is the employer of the Supplier’s workers and subcontractors.

8.3 The Supplier is solely responsible for any payment, indemnification on account of damage, compensation, or any other payment that it owes by law to persons employed by it or working on its behalf.

8.4 Notwithstanding the foregoing, insofar as a competent judicial or administrative instance has found, in a final judgment of immediate effect, that the Customer bears direct liability to the Supplier, its staff, or its subcontractors due to recognition of the Customer as their employer, the Supplier shall indemnify the Customer for any payment that it is charged and that exceeds the compensation that it is owed under this Agreement. Within this generality, the Supplier shall be liable to payment of any legal expenses and lawyers’ fees incurred by the Customer.

8.5 In the case of submission of a claim against the Administrator of the Tender or a Customer as aforesaid in this Section, the Customer shall notify the Supplier of the existence of the claim as soon as possible after receiving it and shall enable the Supplier to defend itself. Insofar as the Administrator of the Tender or the Customer intends to compromise with the plaintiff, it shall serve the Supplier with prior notice to this effect.

**9. Rules of payment**

9.1 In return for the full performance of the Supplier’s undertakings in accordance with the Tender and this Agreement, the Customer shall pay the Supplier the payments to which it is entitled in accordance with the price bid submitted in response to the Tender, the Goods/Services actually consumed, and the rules of the Tender (hereinafter: **“the Compensation”**).

9.2 The Supplier shall be paid no additional sum on account of its undertakings in this Agreement, and within this generality, it shall not be paid for reimbursement of expenses, payments to subcontractors or third parties, special licenses of which the price is not included in the service price, training of its staff (including a third party), security clearance for staff, or any other expense unless otherwise specified in detail in the Tender Documents.

9.3 Wherever changes are made in taxes or duties that apply to the Supplier in regard to the price of Services or Goods, and insofar as these changes do not concern the rate of Value Added Tax, said changes shall have no effect on the level of the Compensation except in accordance with, and subject to, the Customer’s prior written approval at its sole discretion.

9.4 As a precondition for the performance of payments to the Supplier under this Agreement, the Supplier shall submit the requisite reports and bills for the certification of the invoices that it shall present for payment. Within this generality, the Supplier shall submit to the Administrator of the Tender and the Customers, as a condition for making payment, the following documents:

9.4.1 a photocopy of a Licensed Dealer certificate under the Value Added Tax Law, 5736-1976 (in this Section – **“the Law”**), valid for the current fiscal year.

9.4.2 certification from an authorized official (in the sense of this term in the Public Entities Transactions Law, valid for the current fiscal year) that it manages or is exempt from managing the accounts books and the records that it must keep under the Income Tax Ordinance [New Version] and under the Law.

9.5 The currency for use in payment is the New Israel Shekel.

9.6 The winning Supplier shall consolidate all approved orders of the Customer in a given month into one collective invoice that shall be sent to the Customer once per month.

9.7 Said monthly collective invoice shall be issued only in accordance with orders approved and signed by the Customer’s authorized signatories.

9.8 However, the Customer may excuse a supplier from having to submit a collective invoice or instruct the Supplier to submit invoices in any other manner, in advance and in writing.

9.9 The Customer shall review and approve the bill. Insofar as the Customer finds a charge that is incompatible with the services requested and in order not to delay the balance due, the Customer may offset the disputed sum until the nature of the charge is determined finally. It is stated for clarity that any sum found to have been wrongly offset shall be returned to the winning Supplier.

9.10 The Supplier shall submit reports and invoices by means of the Government Suppliers’ Portal, the government’s digital system that allows, *inter alia,* suppliers to submit invoices online. For this purpose, the Supplier shall sign a contract for the use of the Suppliers’ portal in accordance with **Directive** **7.12.5 of the Funds and Administration Regulations** – Suppliers’ Portal, and shall do everything necessary to connect with the portal. Alternatively, the Supplier shall submit certification that it is already using the Suppliers’ portal, all as set forth in the most recent version of **Directive** **7.12.5 of the Funds and Administration Regulations.**

9.10.1 For the Israel Police – at the Suppliers’ portal of the Israel Police.

9.10.2 For other Customers – upon the Customer’s demand, the Supplier shall use additional digital systems to submit invoices online, including another supplier portal. In said digital systems, the provisions in effect will be different from or additional to those of the Government Suppliers’ Portal. To use these systems, the Supplier shall sign any requisite agreement and comply with the terms of the system and, within this generality, it will bear the costs associated with using the system.

9.11 The aforementioned rules of payment, including dates of payment, shall accord with the directives of the Accountant General at the Ministry of Finance as published from time to time.

9.12 Provisions pertaining to aspects of service procurement or monetary undertakings that are binding on the Customers shall be valid only if ordered and approved by the signature of the Customers’ authorized signatories.

**10. Liability for damages**

10.1 The Supplier shall be liable for loss, damage, or destruction of any kind whatsoever that shall the Customer, its staff, and anyone acting on its behalf, and also any entity, person, or third party whatsoever, shall sustain due to act of commission or omission by the Supplier, its staff, agents, subcontractors, or anyone representing it or acting in its behalf in the course of the performance of this Agreement.

10.2 Neither the Customer nor its agents nor its employees shall be responsible, and shall not incur any payment, expense, loss, or damage on account of loss, damage, or destruction of any kind whatsoever that the Supplier, its agents, or its employees shall sustain. The foregoing shall not apply to damage caused by malice or gross negligence, for which the Customer is liable by law.

10.3 The termination of this Agreement shall not be construed as derogating from the Supplier’s liability for damage in which the grounds for claim originate in this Agreement or in the delivery of services pursuant to it or in association with them.

10.4 Insofar as the Customer is charged, the Supplier undertakes to pay and indemnify the Customer in full for any charge that is owed under this Agreement by the Supplier, whether it originates in a claim by an employee of the Supplier, someone acting on the Supplier’s behalf (including a subcontractor), an employee of the Customer, a third party of any kind, an insurer, or any other source.

**11. Assignment of rights or liabilities in accordance with the Agreement**

11.1 It is absolutely forbidden for the Supplier to assign or transfer any right or obligation under this Agreement, or the performance of its contents or any part thereof, to others without prior written permission from the Administrator of the Tender and at its sole discretion.

11.2 Said permission from the Administrator of the Tender may be given in part or under conditions meant to ensure its rights and those of the Customers.

11.3 The assignment of rights and obligations in this Section shall be subordinate to the signing of a “back-to-back” agreement between the assignor and the assignee. Said agreement shall be submitted to the Administrator of the Tender before, and as a condition for, the effect of said assignment of rights and obligations.

11.4 It is hereby affirmed and agreed that the Administrator of the Tender has the right to assign or endorse any right or obligation under this Agreement with no need for the approval of the Supplier or any third party.

**12. Performance guarantee**

12.1 As a security for the performance of its undertakings in this Agreement, the Supplier shall submit to the Administrator of the Tender an automatic unconditional guarantee in the sum of NIS 150,000. Said guarantee shall not be indexed in any way.

12.2 Said performance guarantee shall accord with one of the following alternatives:

12.2.1 a guarantee in accordance with the wording specified in Appendix C1 of the Agreement;

12.2.2 A digital guarantee in accordance with the Digital Guarantees Standard published by the Accountant General and issued by a bank or an insurance company that the Accountant General has authorized to issue a digital guarantee in accordance with the Standard. In such a case, said guarantee shall be in accordance with the wording in Appendix C2 of the Agreement and shall be managed in accordance with the Digital Guarantees Standard and **Directive 14.4.1 of the Funds and Administration Regulations – Digital Guarantees.**

12.3 The guarantee shall be originated by a bank or an insurance company, as specified in **Directive 7.3.3 of the Funds and Administration Regulations – Guarantees.**

12.4 To eliminate doubt, a Bidder must keep updated about the instructions of said Directive before submitting the requisite guarantee.

12.5 The guarantee shall be in effect until 90 days after the end of the Contract Period. Insofar as the Administrator of the Tender exercises the option of extending the Contract Period, the Supplier shall extend the effect of the guarantee accordingly, such that the guarantee shall remain in effect for 90 days after the end of the relevant period.

12.6 In addition, the Customer may demand an extension of the guarantee for three additional months beyond the foregoing, in the event that this is necessary to ensure the discharge of the Supplier’s obligations.

12.7 Insofar as the Supplier does not extend the guarantee in accordance with the provisions of the Agreement, the Administrator of the Tender may forfeit all or part of the guarantee at its sole discretion. Insofar as all or part of the guarantee is attached in the course of the Contract Period, the Supplier will be required to renew the guarantee and submit a guarantee in the amount specified above, as a condition for the continuation of the contract.

12.8 After the guarantee expires, insofar as it has not been exercised, the Administrator of the Tender shall return the guarantee to the Supplier.

**13. Insurance**

13.1 The Supplier undertakes to have in place all the types of insurance coverage specified in **Appendix D** throughout the Contract Period.

13.2 The requisite coverage shall be construed as an absolute minimum requirement on the Supplier’s part and shall not constitute confirmation by the Administrator of the Tender of the scale and magnitude of the risk of an insurance event. The Supplier shall review its exposure and determine the coverage that it needs beyond the requirements specified in the insurance document, including the extent of coverage and the limitation of liability in accordance with the Supplier’s risk management and the terms of the Tender and the Agreement.

13.3 The Supplier undertakes to submit renewed policies, certified and signed by the insurer, or certification of coverage signed by the insurer, including the renewal thereof, to the Administrator of the Tender, two weeks before the end of the insurance period at the very latest.

**14. Termination of the Contract**

14.1 Without derogating from any other provision of the Agreement or the Tender Documents, the Administrator of the Tender may apprise the Supplier, by serving 60 days’ prior notice, of the termination of the Contract for any reason whatsoever, without having to interpret and explain its decision. In such a case, the following rules shall apply:

14.1.1 If the Contract with the Supplier is terminated in full or in part, the Customers and the Administrator of the Tender may contract with another supplier in the matter of the Tender.

14.1.2 The Supplier shall express no claim, monetary demand, or other allegation to the Administrator of the Tender in regard to the termination of its activity as aforesaid.

14.2 Without derogating from the generality of the contents of any section of the Agreement, the Administrator of the Tender may terminate the Contract with the Supplier by serving it with 30 days’ prior notice in any of the following cases:

14.2.1 if a pre-liquidator, a temporary liquidator, or a permanent liquidator is appointed for the Supplier;

14.2.2 if a temporary or permanent receiver is appointed for the Supplier’s businesses or property;

14.2.3 if the Supplier is served with a suspension of proceedings order;

14.2.4 if the Supplier is served with an order for the opening of proceedings under the Insolvency and Economic Rehabilitation Law, 5778-2018, or an equivalent order in another country;

14.2.5 if the Supplier has declared bankruptcy or has desisted from performing the Agreement for any other reason;

 The Supplier shall immediately notify the Administrator of the Tender of the occurrence of any of the events specified in this Section.

14.3 Wherever the Contract with the Supplier has been terminated or canceled, the Customer shall recompense the Supplier for services actually procured and delivered by the Supplier in accordance with the provisions of the Agreement, up to the date of the termination of the Contract.

**15. Breach of the Agreement**

15.1 Basic breach of the Agreement – each of the following cases shall be considered a basic breach of the Agreement (hereinafter: **“basic breach”**):

15.1.1 breach of the Sections specified in this Agreement under the following headings: Supplier Undertakings and Affidavits; Crucial Services and State of Emergency; Confidentiality and Absence of Conflict of Interests; Intellectual Property and Copyright; Liability for Damages; Assignment of Rights or Obligations in accordance with the Agreement; and Performance Guarantee and Insurance;

15.1.2 significant deviations from the terms of the services sought in the Tender;

15.1.3 use of a subcontractor in contravention of the provisions of the Tender and the Agreement;

15.1.4 changes of prices relative to those specified in the Tender and in the Supplier’s Bid;

15.1.5 The Supplier has ceased to manage its business affairs for a period longer than 30 consecutive days;

15.1.6 The Supplier has desisted from performing the Agreement.

15.2 If the Supplier has committed a basic breach of the agreement, the Administrator of the Tender shall:

15.2.1 allow the Supplier to correct defects within 10 working days of receiving written notice from him or her, or within a longer period that he or she shall establish in accordance with the circumstances. Wherever the breach is not corrected within the period of time specified for this purpose, the Administrator of the Tender may notify the Supplier, by serving it with 21 days’ prior notice, of the termination of the Contract.

15.3 Insofar as, as a result of a basic breach, the Customers or the Administrator of the Tender face immediate harm, the Administrator of the Tender, at its discretion, may immediately terminate all or part of the Contract with the Supplier with no prior notice and without derogating from its right to exercise the performance guarantee and invoke other remedy or compensation set forth in the Tender, the Agreement, or the law.

15.4 **Non-basic breach of the Agreement –**

15.5 Cancellation of the Agreement due to breach or foreseen breach

15.5.1 Without derogating from the foregoing, wherever the Supplier fails to honor its undertakings as set forth in the Tender and the Agreement for any reason whatsoever, it shall be allowed to correct the breach within 15 working days of its receiving written notice from the Administrator of the Tender, or within a longer period of time that the Administrator of the Tender shall set as the circumstances warrant.

15.5.2 In any case where the breach is not corrected within the period of time specified for this purpose, the Administrator of the Tender may, at its discretion, notify the Supplier by serving 180 days’ prior notice of the termination of the Contract due to breach of the Agreement.

15.5.3 If the Supplier realizes that there is a reasonable possibility that it will be unable to honor some or all of its obligations for any reason whatsoever (in this Section: **“Foreseen Breach”**) or will be unable to comply with deadlines and terms of service, it shall immediately notify the Administrator of the Tender of this orally and by electronic mail.

15.5.4 Wherever a Foreseen Breach of the Agreement exists, the Supplier shall submit to the Administrator of the Tender, for its approval, an accounting of how it intends to honor its obligations under this Agreement optimally under the circumstances. If the Supplier acts in the manner approved by the Administrator of the Tender, the remedies established in this Agreement for breaching the Agreement shall not be invoked against it.

15.6 Hearing prior to canceling the Agreement on grounds of breach

15.6.1 Without derogating from the foregoing, in any case where the Administrator of the Tender intends to have the Agreement canceled for any of the grounds of cancellation specified above, with the exception of immediate cancellation due to a basic breach and concern about immediate harm, the Administrator of the Tender shall conduct a hearing with the Supplier, in writing or orally, as the Administrator of the Tender shall decide, at which the Supplier may present its claims.

15.7 In any case of breach of the Agreement, the Administrator of the Tender may invoke any of the following remedies, severally and singly:

15.7.1 Agreed compensation –

15.7.1.1 in accordance with the contents of the Tender Documents.

15.7.1.2 Exercise of agreed compensation by the Administrator of the Tender or the Customer may be accomplished in any manner whatsoever, including offset from an invoice (over the signature and with the approval of an authorized signatory of the Customer). In addition, the Administrator of the Tender may offset agreed compensation from the winning Supplier’s guarantee.

15.8 Offset and withholding –

15.8.1.1 The Administrator of the Tender and the Customers may offset from sums that they owe the Supplier, under the Agreement, any debt that the Supplier owes any of them under this Agreement, be it in a fixed sum or otherwise, including between orders. The Administrator of the Tender and the Customers may also withhold any sum that they owe the Supplier until the Supplier pays any debt that it has to any of them.

15.8.1.2 The Supplier shall have no right of offset or withholding vis-à-vis the Administrator of the Tender or any Customer on account of any sum that it believes it is owed by any of them.

15.9 Exercise of guarantee

15.9.1 Without derogating from the contents of any other Section of the Agreement and the Tender, the performance guarantee may be exercised by the Customer or the Administrator of the Tender pursuant to any breach by the Supplier of the terms of the Tender or the Agreement, due to unacceptable conduct or behavior in other than good faith, or for the purpose of any other payment that the Supplier owes the Customer or the Administrator of the Tender or the Customers, including compensation.

15.9.2 The Supplier shall be given seven days’ written forewarning before the Administrator of the Tender exercises its powers under this Section.

15.9.3 It is hereby stated for clarity that said exercise of guarantee shall not be considered payment of compensation in accordance with this Agreement and that the Administrator of the Tender may obtain from the Supplier the difference between the sum paid due to said exercise of guarantee and the sum of the damage actually sustained by the Administrator of the Tender.

15.9.4 If the performance guarantee is exercised as stated, in full or in part, the Supplier shall submit to the Administrator of the Tender, within 20 working days, a new performance guarantee in its stead or an additional guarantee such that the total sum of the guarantees shall equal the sum of the original performance guarantee before it was exercised, and that fulfills all other terms of the guarantee specified in the Tender Documents.

15.10 Procurement from alternative supplier

15.10.1 Without derogating from the contents of any other Section of the Agreement and the Tender, insofar as Customers cannot procure a service that they need due to a breach of the Agreement, the Customers shall procure said service from an alternative provider at the sole discretion of the Administrator of the Tender, even if the Contract has not been terminated. After the breach is corrected and after the Administrator of the Tender determines that procurement of the service from the Supplier may resume, the Customers shall not procure additional services from the alternative supplier, with the exception of expansions and supplements to services that they procured from it during the breach.

15.11 The Supplier shall receive at least seven days’ prior notice before the Administrator of the Tender invokes the sanctions available to him or her under this Section.

**16. Cumulative remedies**

16.1 The remedies, including the rights of offset and exercise of guarantee, agreed compensation, and all actions that the Administrator of the Tender is allowed to take under this Agreement in response to a breach of the Agreement by the Supplier, are cumulative, and nothing about each provision of this Agreement shall negate the right of the Administrator of the Tender to exercise any relief or remedy in accordance with this Agreement or by law.

16.2 If the Administrator of the Tender waives its rights pursuant to a breach of any provision of this Agreement by the Supplier, said waiver shall not be construed as a waiver in regard to any other breach of the same provision or of any other provision.

**17. Amending the Agreement**

 Any amendment of this Agreement shall be undertaken with the consent of the parties and by means of their signature on an addendum to this Agreement. Said addendum shall specify the changes relative to the permanent arrangements in this Agreement.

**18. The Parties’ addresses and notices**

18.1 Any notice in accordance with this Agreement shall be sent to the electronic mail address that the Parties shall specify unless the Parties agree on a different address. Said notice by electronic mail shall be deemed as having arrived one working day after the day on which it was sent.

18.2 When mail is sent in accordance with this Agreement, the following addresses shall be used:

18.3 The address of the Administrator of the Tender: Government Procurement Administration, 1 Netanel Lorch Street, Jerusalem;

18.4 Address of the Supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

18.5 A receipt stamped by the Postal Authority shall serve as proof of the date of posting.

**19. Sole jurisdiction and venue**

 The Parties agree that sole jurisdiction in anything pertaining to the topics and matters that originate in, or are associated with, the provision of the services addressed in this Agreement, or in any claim originating in, or associated with, the Contract or the management thereof, shall reside with the competent courts of law in Jerusalem District, and Israel law shall apply to them.

**20. Miscellaneous**

20.1 Any revision of any provision of this Agreement shall be made with the prior written consent of both Parties.

20.2 This Agreement captures everything that has been agreed upon by the Parties and no agreement or arrangement executed before the signing of this Agreement shall be valid.

**In witness whereof, the Parties affix their signatures:**

|  |  |
| --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Administrator of the Tender** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Supplier** |

Appendix 1 to the Contract Agreement – Tender Documents

Deliberately left blank

Appendix 2 to the Contract Agreement – the Supplier’s Bid

Deliberately left blank

Appendix 3 to the Contract Agreement –
Letter of Framework / Performance Guarantee
(Winner of Competition)

Name of Bank / Insurance Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Re: Letter of Guarantee (non-indexed)**

Attn:
Government of Israel

Via the Government Procurement Administration, Division of the Accountant General, Ministry of Finance

**Guarantee no.\_\_\_\_\_\_\_\_\_\_\_\_\_**

We hereby guarantee, to you, the defrayment of any sum up to NIS 150,000 – in words: one hundred fifty thousand New Israel Shekalim – that you shall seek from \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: “the Principal”), in connection with Central Tender no. 7-2022 for the Provision of Technological Infrastructure Services and Systems to Government Ministries [in a Competition – note the number of the relevant configuration / competition].

We shall pay you said sum within 15 days of the date of your first request, sent to us in a letter by registered post or delivered by hand, without your being required to explain your demand and without presenting you with any claim of defense whatsoever, to which the Principal may resort in respect of its debt to you, or without first demanding that you settle said sum with the Principal.

This Guarantee shall be in effect until [date] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Any demand in accordance with this Guarantee shall be referred to the branch of the Bank / the Insurance Company at the following address:

|  |  |
| --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of Bank / Insurance Company** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bank number and branch number** |
|  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address of branch of Bank / Insurance Company** |
|  |  |

This Guarantee is non-transferrable and non-assignable.

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Full name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of authorized signatory and stamp of Bank |

**Printout of Digital Guarantee**

**This document is a printout of a digital guarantee and is meant for substantiation purposes only. The permanent version is that of the Guarantor.**

This Guarantee was issued by the system of \_\_\_\_\_\_\_\_\_\_\_\_ (name of Issuer/Recipient of the Guarantee, as the case may be) on DD/MM/YYYY in HH:MM:SS, on the basis of a digital guarantee file.

**Particulars of the Guarantee**

Code of digital guarantee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guarantor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Branch no: \_\_\_\_\_.

Telephone number of Guarantor: \_\_\_\_\_\_\_\_\_\_\_\_\_. Fax number of Guarantor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_. Address of Guarantor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street and number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Postal code: \_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Signatory 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Signatory 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient of guarantee:

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

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

Beneficiaries (hereinafter, severally and/or singly: “the Beneficiary”):

|  |  |
| --- | --- |
| Beneficiary ID | Beneficiary name |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Topic of guarantee:

(Name of Tender / Topic of Contract)

Sums and Dates

Sum of Guarantee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ New Israel Shekalim

Indexation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Date of indexation base: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of issue of guarantee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (This section shall be completed by the Issuer). Date of expiry of guarantee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Wording of the undertaking**

The Guarantor hereby guarantees, to the Recipient of the Guarantee, on behalf of the Beneficiary, the defrayment of any sum that the Recipient of the Guarantee shall receive from the Guarantor in connection with the topic of the Guarantee, such as shall not exceed the sum of the Guarantee. The Guarantor hereby undertakes to remit said sum to the Recipient of the Guarantee within the number of days For the forfeiture of the sureties from the date of demand by the recipient of the Guarantee, and the Recipient of the Guarantee shall not have to explain its demand or first seek the settlement of the sum by the guaranteed party.

In the case of said demand, the Guarantor shall not express toward the Recipient of the Guarantee any claim of defense of any kind that that may serve it or the Beneficiary, and shall not make payment contingent on any precondition and shall not withhold payment for any reason whatsoever, including settlement of said sum by the Beneficiary.

This Guarantee is non-transferable and non-assignable.

This Guarantee may be exercised in installments, such that its partial exercise shall not derogate from its effect in respect of the remaining unexercised sum of the Guarantee, provided the total payments under this Guarantee not exceed the sum of the Guarantee.

The provisions of Israel law only shall apply to the Guarantee.

The rules for the management of this Guarantee shall accord with the Digital Guarantees Standard as published on the Funds and Administration Regulations site of the Accountant General, in the wording that shall exist on the date of the Issue of the Guarantee and, within this generality, in accordance with the following rules:

1. This Guarantee shall be managed digitally, by sending of demands and requests between the systems of the Recipient of the Guarantee and the systems of the Guarantor, in accordance with the rules set forth in the Digital Guarantees Standard.
2. The dates specified in the Guarantee are calendar days ending at 23:59 hours, with the exception of the number of days for payment pursuant to exercise of the Guarantee by the Guarantor. Said number of days shall apply on the banking business day on which the demand to exercise the Guarantee is received from the Recipient of the Guarantee. In a case where said demand is received not during a banking business day, the count of days for the exercise of the Guarantee shall begin on the following banking business day.
3. After the expiry date of the Guarantee has passed, the Guarantee will have expired with no need for further action by the Beneficiary, the Recipient of the Guarantee, or the Guarantor.

Number of days for Exercise of Guarantee: 15

Reference documents (to be filled in by the digital system, not by the Ministry)

Internal reference document of the Guarantor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Internal reference documents 1 of the Recipient of the Guarantee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Internal reference documents 2 of the Recipient of the Guarantee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Internal reference documents 2 of the Recipient of the Guarantee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Internal reference documents 4 of the Recipient of the Guarantee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Appendix 4 –
Insurance Requirements in the Tender

**A.** The Supplier undertakes to purchase and maintain the forms of insurance coverage specified herewith, in its favor and in that of the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units, that include all requisite coverages and conditions and with limits of liability that shall not fall short of those noted below:

**1. Employer liability insurance**

(1) Statutory liability for its employees in all areas of the State of Israel and the Administered Areas.

(2) The limit of liability shall be no less than NIS 20,000,000 per employee per case and per insurance period (year).

(3) The coverage is extended to include liability of the insured to contractors, subcontractors, and their workers insofar as the Supplier is considered their employer.

(4) The coverage under the policy is expanded to indemnify the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units in the event of a claim concerning the occurrence of a workplace accident/occupational illness of any kind that creates employer liability of any kind to any of the Supplier’s workers, contractors, subcontractors, and those working in its service.

**2. Third-party liability insurance**

(1) The Supplier’s statutory liability to third parties under the laws of the State of Israel for bodily and property damage in all areas of the State of Israel and the Administered Areas.

(2) The limit of liability shall be no less than NIS 4,000,000 per employee per case and per insurance period (year).

(3) The policy includes a cross-liability clause.

(4) Any property-related restriction/exception that pertains to property of the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units in which the Supplier or anyone in its service operates or has operated – is canceled.

(5) Coverage shall be extended to include damage caused by unloading and loading by means of hoisting instruments of any kind whatsoever. If any restriction/exception in regard to loading and unloading exists, it shall be canceled.

(6) Property of the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units shall be considered third-party property.

(7) Managers, technicians, installers, and other position-holders who are not included within the frame of the Supplier’s employer-liability insurance shall be considered third parties.

(8) Coverage is extended to include liability of the insured toward a third party on account of activity of contractors, subcontractors, and their staff.

(9) Coverage is expanded to include indemnification of the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units insofar as they shall be held liable for acts of commission and/or omission of the Supplier and workers acting on its behalf.

**3. Combined professional liability and product liability insurance**

 Combined product liability and professional indemnity policy for the software and hardware industry

 or:

 Electronic products and services errors or omissions and product liability insurance

 or:

 other version of combined insurance for professional liability and product liability in the high-tech / computer industry, as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(subject to review and consideration by Inbal).**

(1) statutory liability of the Supplier that shall manifests in relation to the provision of technological infrastructure services and systems to government ministries, including equipment, service, and software; maintenance of inventories and spare parts; equipment maintenance and repair, treatment and repair of equipment malfunctions, guidance and training for ministries’ operational staff, technical support, updates of software and firmware, troubleshooting, inspections, service, instruction and assimilation, and information security, in accordance with the Tender and Contract with the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units that are included in the Tender, in the combined professional liability and product liability coverage.

(2) The policy covers liability of the Supplier, its staff, and anyone acting on its behalf:

2.1 In regard to an act of professional commission or omission – coverage of breach of professional obligation, error, carelessness, neglect, and negligence;

2.2 Supplier’s liability for product defect – coverage of damage that manifests in connection with products that are manufactured, developed, assembled, repaired, supplied, sold, distributed, or handled in any other way by the Supplier or by anyone acting on its behalf.

(3) Activity of the Supplier, its workers, and anyone acting on its behalf comprises activity for the delivery of technological infrastructure services and systems to government ministries, including equipment, servers and software, upkeep of stocks and spare parts, equipment maintenance and repair, treatment and repair of equipment malfunctions, guidance and training for ministries’ operational staff, technical support, updates of software and firmware, troubleshooting, inspections, service, instruction and assimilation, and information security.

(4) The limit of liability shall be no less than NIS 10,000,000 per case and per insurance period (year).

(5) Coverage under this policy is expanded to include:

a. employee fraud and dishonesty;

b. loss of documents, including loss of use and/or delay for reason of insurance event;

c. cross-liability, but the coverage shall not apply to supplier claims against the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units included in the Tender;

d. prolongation of discovery period to at least 12 months.

(6) Coverage shall be expanded to indemnify the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units included in the Tender, in respect of their liability for damage caused by defects in products supplied, installed, and maintained by the Supplier and anyone acting on its behalf.

**4. Property insurance**

 Insurance of property handed over to the Supplier by the Ministry of Finance, other government ministries, associated entities, and support units that are included in the Tender, for the purpose of off-premises maintenance and/or repair (if any) and replacement equipment that the Supplier shall provide to the Ministry of Finance, other government ministries, associated entities, and support units (if any) with coverage of the expanded fire and all-risks type, including risks of earthquake, natural disaster, invasion, theft, and robbery, in reinstatement values (Supplier-owned inventory at the value warranted on the policy form).

 Alternatively, the Supplier shall have replacement equipment that it provides, but does not own, insured by the owners/lessors of the replacement equipment. Said insurance shall include a waiver of the right of subrogation toward the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units included in the Tender. Said waiver shall not apply to the advantage of a person who causes damage due to malicious intent.

 Insurance proceeds owed to the insured for loss or damage to property that is handed over to the Supplier by the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units included in the Tender shall be remitted to the State of Israel – Ministry of Finance and said other government ministries, associated entities, and support units directly unless the controller of the ministry that manages the funds of the relevant entity serves the insurer with a written instruction to the contrary.

**5. Additional coverage**

 The Supplier shall ensure and ascertain that professionals, suppliers, contractors, and subcontractors acting on its behalf take out appropriate coverage for their activity within reasonable limits of liability. Said coverage shall include coverage for activities, all of their property within the frame of said activity, and third-party liability insurance, employer-liability insurance for their workers, professional liability/product liability insurance (where relevant), and, when the activity is combined with motor vehicles, motor-vehicle insurance including compulsory, property, and third-party. Said policies shall be expanded to include the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units included in the Tender as additional insureds, subject to the accepted expansions of indemnity in each relevant type of insurance, including (in all forms of property and liability coverage) the insurer’s waiver of the right of subrogation toward them and toward their workers; however, said waiver shall not apply to a person who causes damage through malicious intent.

**6. General**

a. All the aforementioned insurance policies that the Supplier is to provide shall include the following conditions:

1. The following additional insureds shall be added to the original insured: the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units, subject to the expansions of indemnification specified above.
2. Any or cancellation of coverage by any of the Parties shall be totally invalid unless the Accountant of the Ministry of Finance is served with at least 60 days prior written notice by registered mail.
3. The insurer waives the right of subrogation, claim, participation, or refund vis-à-vis the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units included in the Tender, and employees of the foregoing, provided said waiver not apply to a person who causes damage through malicious intent.
4. The Supplier is solely responsible to the insurer for the payment of premiums for all policies and for compliance with all obligations imposed on the insurer under the terms of the policies.
5. The deductibles specified in each and every policy shall apply solely to the Supplier.
6. Any clause in an insurance policy that eliminates or reduces, in any manner whatsoever, the insurer’s liability where other insurance exists shall not be invoked toward the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units, and the coverage shall be treated as primary coverage that confers an entitlement to full rights under the policy.
7. The coverage terms of said policies (with the exception of cyber professional liability) shall be no less than what is conventional according to the terms of “Bit”-style policies, subject to the expansion of coverage specified above.
8. The exception of intent and/or gross negligence shall be revoked, insofar as it exists.

b. The Supplier undertakes to keep the insurance policies in effect throughout the period of its Contract with the State of Israel – Ministry of Finance, Government Procurement Administration, for as long as its liability exists. The Supplier undertakes to renew said policies at the end of each insurance period, as long as the Contract with State of Israel – Ministry of Finance, Government Procurement Administration, remains in effect.

c. The Supplier shall submit certification of coverage, signed by the insurer, to the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units, by means of the Government Procurement Administration by the time the Contract is signed. The Supplier undertakes to submit certification, signed by the insurer, of the renewal of said policies to the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units by means of the Government Procurement Administration, no later than two weeks before the end of the insurance period.

 **It is hereby stated for clarity that the certification/of coverage that shall be submitted are not meant to mitigate the Supplier’s obligations under the insurance clauses specified above, and the concise format of the certification/s of coverage that shall be submitted is meant only to allow the insurance companies to comply with the supervisory instructions that apply to them. The insurance provisions that are binding are the ones that appear above. The Supplier shall study these requirements and, where necessary, consult with insurance experts acting on its behalf in order to understand the requirements and implement them in its coverage as required above.**

d. The State of Israel – Ministry of Finance, other government ministries, associated entities, and support units reserve the right to receive from the Supplier, at any time, copies of the policies, in full or in part, if circumstances are discovered that may result in a claim against the policies and/or to enable them to test the Supplier’s compliance with these sections and/or for any other reason, and the Supplier shall forward copies of the policies, in full or in part as aforesaid, immediately after being asked to do so. The Supplier undertakes to carry out any change or correction that should be required in to adapt the policies to meet its obligations under the provisions of Section A *supra.* It is agreed that the Supplier may delete from said policies secret business and/or trade information that is irrelevant to this Contract.

e. The Supplier affirms and gives assurance that the entitlement of State of Israel – Ministry of Finance, other government ministries, associated entities, and support units to carry out inspections and demand the changes specified above does not impose on the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units, or on anyone acting on their behalf, any obligation or liability whatsoever in regard to said insurance policies/certifications, their nature, scope, and effect, or in regard to their absence, and nothing in it shall derogate from any of the Supplier’s obligations under the Agreement, whether adjustments are needed or not and whether they were verified or not.

f. **To eliminate doubt, it is hereby agreed that the compulsory policies listed in this Appendix, the liability limits, and the terms of coverage should be seen as a minimum demand of the Supplier, and they do not constitute an approval by the State or anyone acting on its behalf of the scope and magnitude of the insurance risk. The Supplier must review its exposure to property risks and liability, including bodily and property, and determine the kind of insurance that it needs, including the extent of coverage and, accordingly, the limits of liability.**

g. Nothing stated in this Appendix shall absolve the Supplier of any obligation that applicable to it by law and in accordance with the Contract, and the foregoing shall not be construed as a waiver by the State of Israel – Ministry of Finance, other government ministries, associated entities, and support units, of any right or remedy that they possess by force of the law and this Contract.

h. Noncompliance by the Supplier with the foregoing insurance provisions shall constitute a basic breach of the Agreement.

|  |  |
| --- | --- |
| Certification of coverage | Issued on DD/MM/YYYY |
| This certification of insurance constitutes support documentation to the effect that the insured has a valid insurance policy in accordance with the information specified therein. The information specified in this certification does not include all conditions and exceptions of the policy. However, in the event of a contradiction between the terms specified in this certification and those in the policy, the contents of the policy shall prevail except where the terms of this certification act to the advantage of the party requesting the certification. |
| Certification requested by: | The Insured | Nature of transaction | Status of party requesting the certification |
| Name: State of Israel – Ministry of Finance, other government ministries, associated entities, and support units | Name:Supplier’s name as specified in the Agreement | □ Real estate▄ Services▄ Supply of Goods▄ Other: procurement of infrastructure-technology equipment and related Services for additional government ministries, associated entities, and support units | □ Lessor□ Lessee□ Concessionaire □ Subcontractor▄ Customer for Services▄ Customer for Goods□ Other \_\_\_\_\_ |

| Types of coverage |
| --- |
| Type of insurance (by liability limits or sums of coverage) | Policy number | Policy version and iteration | Starting date | Ending date | Liability limit/sum of coverage | Additional coverage in effect and cancellation of exceptionsSpecify coverage code in accordance with Appendix D |
|  |  |  |  |  | Sum | Cur-rency |  |
| Third-party |  | “Bit” version of insurer or parallel with same insurer (with year of version noted) |  |  | 4m | NIS | **302 (cross-liability)307 (3rd-party expansion, contractors and subcontractors) 309 (waiver of subrogation for party requesting the certification)****321 (additional insured for acts of commission/or omission by insured/party requesting the certification)****328 (primacy)****329 (property of party requesting the certification to be considered third-party)** |
| Employer liability |  | “Bit” version of insurer or parallel with same insurer (with year of version noted) |  |  | 20m | NIS | **309 (waiver of subrogation for party requesting the certification)****318 (additional insured – party requesting the certification), or:**319 (additional **insured – if considered the employer of any of the insured’s workers) –** **The insurer must not include the inapplicable option in the certification**328 (primacy) |
| Combined product and professional liability |  | Combined product liability and professional indemnity policy for the software and hardware industryOr: Electronic products and services errors or omissions and product liability insuranceOr:Other version of combined insurance for professional liability and product liability in the high-tech / computer industry, as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(subject to review and consideration by Inbal)** |  |  | 10m | NIS | **302 (cross liability)****309 (waiver of subrogation for party requesting the certification)318 (additional insured – party requesting the certification)**Note: code 318 may be replaced by code 321 (additional insured for acts of commission/or omission by insured/party requesting the certification) by adding an addendum to the policy showing Supplier’s compliance with the requirements of this coverage.**328 (primacy)****325 (employee fraud or dishonesty)****301 (loss of documents)****327 (delay/suspension due to insurance event)****332 (disclosure period– 12 months)** |

|  |
| --- |
| Itemization of services (subject to the services specified in the Agreement between the insured and the party requesting the certification; note the service code from the list in Appendix C. |
| **043 (digitalization); 089 (system maintenance services); 088 (maintenance and operating services); 046 (sale/purchase/leasing of equipment)** |

|  |
| --- |
| Cancellation/revision of policy |
| A revision to the disadvantage of the party requesting the certification or the cancellation of the policy shall go into effect only after the party requesting the certificationis given **60 days’ notice** of said revision or cancellation.  |

|  |
| --- |
| Signing the certification |
| The insured: |

To be printed on the Supplier’s letterhead

Affidavit

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

Attn:

State of Israel – via the Government Procurement Administration, Division of the Accountant General, Ministry of Finance

To whom it may concern:

**Re: Clarification concerning certification of insurance
using the “standard insurance certification” format**

1. I the undersigned confirm that the certification of insurance submitted is not meant to mitigate my obligations under the insurance sections of the Contract Agreement, and that the concise format of the certification of insurance is means to allow the insurance company to comply with the supervisory guidelines that apply to it. I confirm that the insurance provisions that are binding are those that appear in the Contract Documents only. I understand these requirements; where necessary, I availed myself of insurance experts acting on my behalf to understand the requirements, and said requirements have been applied in the coverage unreservedly.
2. I am aware that the State of Israel, via the Government Procurement Administration, at the Division of the Accountant General at the Ministry of Finance, reserves the right to receive, at any time, copies of the policies in full or in part in the event of discovery of circumstances that may result in a claim against the policies and/or so that it be able to test compliance with the insurance terms in the Agreement and/or for any other reason, and I shall submit the copies of the policies, in full or in part as aforesaid, immediately after receiving the demand to do so. I undertake to make any revision or correction that shall be needed to align the policies with my obligations under the provisions of the Contract Agreement.
3. I affirm and undertake that the right of the State of Israel, via the Government Procurement Administration at the Division of the Accountant General at the Ministry of Finance, to conduct the inspection and to demand that the revisions specified above shall not impose on the State of Israel, via the Government Procurement Administration, part of the Division of the Accountant General at the Ministry of Finance, or on anyone acting on their behalf, any obligation and any liability whatsoever in regard to said insurance policies/insurance certifications, their quality, scope, and effect, or in regard to their absence, and there is nothing in it to derogate from any obligation whatsoever that is mine under the Contract Agreement, whether adjustments were demanded or not and whether they were verified or not.
4. I confirm that failure to comply with the terms of the insurance provisions shall constitute a basic breach of the Contract Agreement.

|  |  |  |
| --- | --- | --- |
| Name of signatory:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Position of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company signature and stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
| Name of signatory:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Position of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company signature and stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
| Name of signatory:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Position of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company signature and stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
|  |  |  |

Appendix 5 – Undertaking of Confidentiality
and Absence of Conflict of Interests

**Attn:**

**Government Procurement Administration, Division of the Accountant General, Ministry of Finance**

**Re: Undertaking of Confidentiality and Absence of Conflict of Interests**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, ID number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose position with the Supplier is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, give this undertaking in connection with the contract by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of Supplier] (hereinafter: “the Supplier”) under Central Tender no. 05-2022, Procurement and Delivery of Goods and Services in the Field of Information Security and Cyber Defense (hereinafter: “the Tender”).

1. In this undertaking, the following terms shall have the meaning that appears beside them:

1.1 **“The Information”** – any information, know-how, report, document, correspondence, program, data, model, professional opinion, conclusion, and anything else of like nature associated with the provision of the services, be it written, oral, or in any other manner or form that preserves knowledge in electrical and/or electronic and/or optical and/or magnetic and/or other ways.

1.2 **“Professional Secrets”** – any Information that comes into my possession in connection with the provision of the services, be it received in the course of providing the services or afterward, including, without derogating from the generality of the aforesaid, Information provided by the State of Israel and/or any other player and/or anyone acting on its behalf.

2. I undertake to keep the Information and the Professional Secrets that comes into my possession due to the Agreement totally confidential and to use them solely for the purpose of complying with my obligations under the Agreement.

3. Without derogating from the generality of these provisions, I undertake not to advertise, transfer, announce, surrender, or bring to any person’s knowledge the Information and the Professional Secrets that come into my possession due to the Agreement, with the exception of information in the public domain or information that must be surrendered by law.

4. As of the date on which I sign this Affirmation, no conflict of interests exists between any other activity or other obligation of mine and the Supplier’s obligations under this Agreement.

5. I shall abstain from any activity that would create a conflict of interests between the discharge of my duties under the Agreement and the discharge of any other duty or obligation, directly or indirectly.

6. I undertake to notify the Administrator of the Tender and the Customer of any concern about the existence of a conflict of interests between my obligations under the Agreement and any other activity of mine.

|  |  |  |
| --- | --- | --- |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Appendix 6 – Affidavit concerning Classified Technicians

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

Attn:

State of Israel – via the Government Procurement Administration, Division of the Accountant General, Ministry of Finance

To whom it may concern:

**Re: Affidavit concerning Classified Technicians**

1. I the undersigned confirm that our company employs (either directly or via subcontractors) classified technicians in accordance with the requirements in Chapter 1 of the Tender Documents.

2. Our company employs \_\_\_ [number] classified technicians, as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| No. | **Level of clearance** | **Level of manufacturer’s certification** | **Type of employment** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |
| 6 |  |  |  |
| 7 |  |  |  |
| 8 |  |  |  |
| 9 |  |  |  |
| 10 |  |  |  |

*\* Add lines to the table as required.*

3. I am aware that failure to comply with the requirement of classified technicians constitutes a basic breach of the Contract Agreement.

|  |  |  |
| --- | --- | --- |
| Name of signatory:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Position of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company signature and stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
| Name of signatory:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Position of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company signature and stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
| Name of signatory:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Position of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company signature and stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

1. An accountant’s certification and an accountant’s opinion are alternative support documents. In cases that relate to accounting data appearing in audited financial statements/reviewed financial statements concerning financial information for interim periods, a support document of the “certification” type shall be presented. Otherwise, a special report in the format of an “opinion” shall be presented. In regard to accounting data that do not appear in financial statements, an accountant shall issue a special report only in matters that fall within his or her professional purview. Furthermore, insofar as the audit/review of the financial statement has not yet been completed, the accountant may present a special report if he or she complied with the audit/review procedures to his or her satisfaction as to the adequacy and verity of the data on which he or she is reporting. However, if in the opinion of the accountant the completion of the audit/review may result in revising data in the Customer’s statement, he or she shall note the circumstances of his or her abstention in the special report. [↑](#footnote-ref-1)
2. An accountant’s certification and an accountant’s opinion are alternative support documents. In cases that relate to accounting data appearing in audited financial statements/reviewed financial statements concerning financial information for interim periods, a support document of the “certification” type shall be presented. Otherwise, a special report in the format of an “opinion” shall be presented. In regard to accounting data that do not appear in financial statements, an accountant shall issue a special report only in matters that fall within his or her professional purview. Furthermore, insofar as the audit/review of the financial statement has not yet been completed, the accountant may present a special report if he or she complied with the audit/review procedures to his or her satisfaction as to the adequacy and verity of the data on which he or she is reporting. However, if in the opinion of the accountant the completion of the audit/review may result in revising data in the Customer’s statement, he or she shall note the circumstances of his or her abstention in the special report. [↑](#footnote-ref-2)