



State of Israel - Procurement Administration

Tender - 06-2016

**Tender for the Provision of Monitoring and Analysis of Information on the Internet
Services for Government Ministries – Bid Booklet**

Bidder's signature: _____

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6. **Appendices (M)**

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Appendix 1 - Table of contents and list of required documents

Public Tender No. 06-2016

**for the Provision of Monitoring and Analysis of Information on the Internet
Services for Government Ministries**

Full name of the bidding body, as it
appears at an official registrar

Private Company Reg. No.

Bidder's signature and stamp

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Table of Contents of the Response

The response is submitted in accordance with the following table of contents (if no Document exists for a particular appendix, please submit an empty divider)

<u>Envelope</u>	<u>Appendix to the response</u>	<u>Topic</u>	<u>Section of the Tender</u>	<u>Appendix to be filled out</u>	<u>Notes</u>
<u>Administrative threshold conditions</u>	1	Bidder's opening letter and table of contents	---	1	Voluntary
	2	Bidder's affidavit	0.7.4.1	3	
	3	Bid guarantee	0.7.4.2	2	
	4	Certification required under the Public Bodies Transactions Law	0.7.4.3		
	5	Up-to-date company details printout from the Corporations Authority	0.7.4.4		
	6	Complete copy of tender documents, signed by the Bidder	0.7.4.5		Except the contractual agreement
	7	Contractual agreement	0.7.4.6	12	Including a full signature in the required places in the agreement
	8	Auditor's certificate on the existence of a corporation controlled by a woman	0.7.4.7		If required
	9	List of confidential details contained in the response	0.7.4.8		
	10	Declaration regarding maintenance of confidentiality by the Bidder's team	0.7.4.9	11, 11A	For the manufacturer, this declaration can be submitted on Form 11A, in

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		and/or the manufacturer and/or subcontractors			English
	11	Certification on Bidder's authorized signatories	0.7.4.10		To be certified by an advocate
	12	Bidder's affidavit regarding compliance with professional threshold conditions	0.7.5.1	4	
	13	List of clients that receive services by means of the proposed system	0.7.5.2	6	
	14	Features of the proposed system	0.7.5.3	5	
	15	Manufacturer's undertaking	0.7.5.4	7	Relevant additional information can be added, in accordance with the provisions of section 0.8 of the tender documents
	16	Response to chapters 1, 3, 4	0.7.5.5		Based on the chapters, in accordance with the instructions set out in section 0.5 of the tender documents
	17	Licensing terms and conditions for the proposed system	0.7.5.6		May be submitted in English
	18	Examples of analysis works performed by the information analyst	0.7.5.7		

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Appendix 2 – Text of Bid Guarantee

Name of bank/insurance company _____
Telephone No. _____
Fax No. _____

Letter of Guarantee

The Government of Israel
Through the Accountant General _____

Re: Guarantee No. _____

We hereby guarantee to you the payment of any amount up to NIS _____ (in words: _____), which you may demand from _____ (hereinafter – “the Debtor”) in connection with its bid for Public Tender No. 06-2016, **for the provision of monitoring and analysis of information on the internet services for government ministries.**

We shall pay you the above amount within 7 days from the date of your first demand sent to us by registered mail, without requiring you to give reasons for your demand, and without making any defense plea that could be available to the Debtor against you in connection with the charge, and without requiring you first to demand payment of said amount from the Debtor.

This guarantee shall be valid until _____, unless it is extended, at the request of the Debtor or at your request.

This guarantee may not be transferred or assigned.

A demand hereunder must be sent to the bank/insurance company branch at the address:

Name of the bank/insurance company

Bank No. and branch No.

Address of the bank/insurance company branch

Date

Full name

Signature and stamp

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Appendix 3 – Bidder's Affidavit – General

Date: _____

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Re: Public Tender No. 06-2016 for the Provision of Monitoring and Analysis of Information on the Internet Services for Government Ministries (hereinafter: "the Tender")

Affidavit

We, the undersigned, the authorized signatories of _____, the Bidder for the Tender (hereinafter: "**the Bidder**"), authorized to make an affidavit on behalf of the Bidder:

Name of Authorized signatory	I.D. No.	Title

after having been cautioned that I/we must state the truth and that I/we shall be liable to penalties prescribed by law should I/we not do so, hereby declare as follows:

I make this affidavit on behalf of the bidder in Public Tender No. 06-2016 **for the provision of monitoring and analysis of information on the internet services for government ministries** (hereinafter: "**the Tender**"), who desires to contract with the holder of the Tender. I declare that I am authorized to make this affidavit on behalf of the Bidder. Anything stated herein in the plural is stated in my name and on behalf of the Bidder.

Chapter 1 – Bidder's particulars

Name of the Bidder, as registered in the Registry:	
Type of corporation:	
Date of registration:	
Identifying Number:	
Bank account No.	
Bidder's general manager – name, telephone No. and email address:	

Contact person for the Bidder:

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Name:	
Address:	
Tel:	
Fax:	
Email:	

Details of the persons authorized to sign on behalf of the Bidder and to bind it, and additional requirements such as the affixation of a stamp, if any:

Name: _____ I.D. No.: _____ Signature sample: _____

Name: _____ I.D. No.: _____ Signature sample: _____

The above individuals, acting together/singly are authorized to bind the Bidder (please circle as appropriate).

Chapter 2 – Bidder's declarations regarding the tender documents and the bid

1. We have carefully read the tender documents and all its appendices, terms and conditions and parts, we understand all its contents, and received clarifications for any questions we had.
2. We declare and acknowledge that I and the Bidder are familiar with the subject of this bid and the terms and conditions for its implementation, including all the factors that may affect the works, and we shall have no claim or demand or suit arising from any misunderstanding and/or unawareness of any detail or condition contained in the bid documents or in the clarifications that we have received.
3. We agree to all the terms and conditions of the Tender, including the text of the contractual agreement (if we are successful), and undertake to fulfil all the requirements of the Tender, the bid and the agreement accurately, efficiently, expertly and skillfully, to the satisfaction of the holder of the Tender, and at the times prescribed by it, all subject to the provisions of the Tender and of the contractual agreement.
4. As of the date hereof, no material prosecution are pending against the Bidder, and it is not subject to bankruptcy and/or liquidation proceedings which are liable to impair its function if it is the successful bidder.
5. There is no preclusion under any law preventing the Bidder from participating in the Tender, and nothing in the performance of the provisions of the bid by the Bidder is liable to create, directly or indirectly, any conflict of interests between the Bidder's or my profession and business and the holder of the Tender, and if there is any suspicion of such conflict of interest, we must notify the holder of the Tender immediately and without delay, and ensure that such conflict of interests is eliminated.
6. The Bidder does not hold and is not held by another bidder in the Tender (for this purpose, holding means holding, directly or indirectly, 25% or more of the means

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of control, as defined in the Securities Law), and no other person holds 25% or more in two bidders.

Chapter 3 – Certification under the Public Bodies (Transactions) Law

7. In this chapter of my affidavit, "**Linked Party**" – as defined in the Public Bodies (Transactions) Law, 5736-1976 (hereinafter: "**the Public Bodies (Transactions) Law**").
8. The Bidder declares that it is a corporation registered in Israel.
9. Attached hereto, as **Appendix 4** of the response, is valid certification under the Public Bodies (Transactions) Law, including the following:
 - a. Valid certification regarding bookkeeping, value added tax and records under the Public Bodies (Transactions) Law;
 - b. Certification regarding deduction of tax at source as issued by the income tax and value added tax authorities (such certification can be issued by an "Authorized Official" under the Public Bodies (Transactions) law, by an auditor, or by a tax advisor).
10. The Body and any Linked Party thereof (Please mark an X in the appropriate box) [the absence of such appendix constitutes a declaration of absence of convictions]:
 - were not convicted of more than two offenses under the Foreign Workers Law, 5751-1991 (hereinafter: "**the Foreign Workers Law**") and the Minimum Wage Law, 5747-1987 (hereinafter: "**the Minimum Wage Law**"), until the final date for submission of bids ("hereinafter: "**Date for Submission**") by the Bidder;
 - were convicted as aforesaid, but at least one year has elapsed between the date of the most recent conviction and the Date for Submission; if any convictions existed, they are listed in **Appendix 12** of the response.

Chapter 4 – Bidder's confirmation and undertaking of payment of social benefits

11. I hereby confirm that the Bidder meets the requirements for payment of social benefits and the minimum wage to its employees.
12. The Bidder hereby undertakes that throughout the term of any agreement executed if the Bidder is the successful bidder, to observe, with respect to the employees employed by it, the provisions of the labor laws, including, *inter alia*, the following:
 - The Employment Service Law, 5719-1959
 - The Hours of Work and Rest Law, 5711-1951
 - The Sick Pay Law, 5736-1976
 - The Annual Leave Law, 5711-1951
 - The Employment of Women Law, 5714-1954

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- The Equal Pay for Men and Women Employees Law, 5756-1996
- The Youth Labor Law, 5713-1952
- The Apprenticeship Law, 5713-1953
- The Discharged Soldiers (Return to Employment) Law 5709-1949
- The Wage Protection Law, 5718-1958
- The Severance Pay Law, 5723-1963
- The Minimum Wage Law, 5747-1987
- The National Insurance [Consolidated Version] Law, 5755-1955

Chapter 5 – No collusive tendering

13. The prices stated in this bid were determined by the Bidder independently, without any consultation, arrangement or collusion with another bidder or with another potential bidder.
14. The prices stated in this bid were not presented to any person or corporation submitting a bid in this Tender, or to a corporation who has the potential of submitting such a bid.
15. The Bidder did not prepare its bid in collusion with any of the potential bidders.
16. The Bidder was not involved in any attempt to persuade another competitor from submitting bids for this Tender.
17. The Bidder was not involved in any attempt to cause any other competitor to submit a bid higher or lower than the Bidder's bid.
18. The Bidder was not involved in any attempt to cause any competitor to submit any uncompetitive bid of any kind.
19. The Bidder's bid is submitted in good faith, and was not prepared following any arrangement or negotiations with any competitor or potential competitor in this Tender.
20. The Bidder undertakes to notify the holder of the Tender of any change any of the above details, from the date of the signing of the Affidavit until the date of submission of the bids.
21. We are aware that the penalty for collusive tendering can amount to five years actual imprisonment.

Chapter 6 – Proprietary rights

22. The Bidder may provide the services proposed by it in its bid, and nothing in the provision of such services shall constitute an infringement of any third party proprietary rights or copyrights. To the best of our knowledge and inquiries, there is no legal preclusion preventing us from contracting with the State of Israel under this agreement.
23. The Bidder undertakes to indemnify and compensate the holder of the Tender for any damage arising from any third party action against it, as a result of the infringement of any proprietary rights, because of the Bid or the contract entered into by the holder of the Tender, or as a result of the provision of the services or any use of the copyrights contained in its bid.

Chapter 7 – Declaration regarding the absence of conflicts of interests

24. To the best of my knowledge, nothing in the submission of a bid for this Tender and/or in the provision of the services the subject of the Tender constitutes any business or personal conflict of interests of the Bidder, its employees, of any sub-suppliers or of any third party, involved in the bid or in the implementation thereof.
25. After I examined the matter to the best of my ability, the Bidder declares and undertakes that neither the Bidder, nor any subcontractor acting on its behalf or any of the Bidder's employees or suppliers, employed or engaged for the purpose of the provision of the services the subject of this Tender (directly or indirectly) have any financial or other interest which is liable to create a conflict of interests or raise any suspicion of such conflict with the performance of the services. I further undertake that if during my said work, any such conflict of interests or anything that is liable to raise suspicion such conflict is brought to my knowledge, I shall notify you of such conflict or suspicion without delay.

Chapter 8 – Undertaking of Confidentiality

WHEREAS, the holder of the Tender/the Contracting Authority intends to procure services as set out in the Tender; and

WHEREAS, if the Bidder is the successful bidder in the Tender, the Bidder and myself may be exposed to Professional Secrets that the State of Israel wishes to protect;

NOW, THEREFORE, I undertake, in my name and on behalf of the Bidder, to the State of Israel, as follows:

In this undertaking, the following terms shall have the meaning ascribed to them below:

"Information" – any information, know-how, document, correspondence, plan, design, data, figure, model, opinion, conclusion, etc., relating to the provision of the services, whether written or oral and/or in any form or manner of preserving data whether electric and/or electronic and/or optic and/or magnetic and/or any other, which are not in the public domain;

"Professional Secrets" – any Information that may reach me in connection with the provision of the required services, whether received during the provision of the services or thereafter, including and without derogating from the generality of the foregoing: any Information delivered or disclosed by the State of Israel and/or any other person and/or anyone acting on its behalf.

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26. We hereby undertake to keep the Information and/or Professional Secrets that reach us during and/or as a result of the performance of the required services absolutely confidential, and to use them only for the purpose of providing the required services.
27. For the avoidance of doubt and without derogating from the generality of the above, we hereby undertake not to publish, transfer, inform, transmit, disclose or bring to the knowledge of any person the Information and/or Professional Secrets, except Information that is in the public domain or information that must be disclosed under any law.
28. We hereby declare that we are aware that non-fulfilment of our obligations constitutes an offense under Chapter G (National Security, Foreign Relations and Official Secrets) of the Penal Law, 5737-1977.
29. We undertake that if the Bidder is selected as a framework supplier in the Tender, we shall ensure that all the employees of the Bidder, all subcontractors and any person acting on the Bidder's behalf that supply equipment or are related, in any way, to the tender and to the implementation thereof, meets the obligations hereunder. In addition, if the Bidder employs or engages additional employees or subcontractors, during the provision of the services, it shall ensure that they do not violate this undertaking.

My name is as above stated, it is my signature that appears below and the contents of my above affidavit are true.

Name of authorized signatory _____ I.D. No. _____

Signature and the corporation's stamp: _____ Date: _____

Certification

I, the undersigned, Adv. _____, hereby certify that on _____ there appeared before me at my offices on _____ St., _____, Mr./Ms. _____, who identified himself/herself by means of identity card No. _____, and Mr./Ms. _____, who identified himself/herself by means of identity card No. _____, and after I had warned him/her/them that he/she/they must state the truth or else be liable to the penalties prescribed by law, signed the above affidavit before me.

Name of attorney: _____ License No. _____

Signature and stamp: _____ Date: _____

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Appendix 4 – Bidder's affidavit – professional response for basket

Date: _____

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Re: Public Central Framework Tender No. 06-2016 for the Provision of Monitoring and Analysis of Information on the Internet Services for Government Ministries (hereinafter: "the Tender")

Affidavit

We, the undersigned, the authorized signatory/ies of _____, the Bidder for the Tender (hereinafter: "**the Bidder**"), authorized to make an affidavit on behalf of the bidder in the Tender (hereinafter: "**the Bidder**");

Name of Authorized signatory	I.D. No.	Title

After having been cautioned that I/we must state the truth and that I/we shall be liable to penalties prescribed by law should I/we not do so, hereby declare as follows:

1. **Professional experience**

1.1. Service baskets for which the Bidder is a candidate

The Bidder submits its candidacy for the following baskets (please mark the services baskets for which the Bidder submits its candidacy. Please note that the Bidder may submit its candidacy for one or more baskets):

- basket 1 – monitoring information from sources in basic languages
- basket 1 – monitoring information from international sources

2. **Professional threshold conditions**

The Bidder declares that it meets the following professional threshold conditions (please mark according to the services baskets for which the Bidder submits its candidacy; this affidavit must be submitted separately for each basket for which the Bidder submits its candidacy):

Professional threshold conditions – basket 1 - Monitoring information from sources in basic languages

- 2.1. The Bidder declares that it holds the license for the distribution and maintenance of the proposed system (attached as **Appendix 18** of the licensing conditions response);

Affiant's signature: _____

- 2.2. The Bidder declares that he has provided services by means of the proposed system, between 1/1/2013 and 31/12/2015, for ____ clients, as specified in **Appendix 14** of the response).

Affiant's signature: _____

- 2.3. The Bidder declares that between 1/1/2013 and 31/12/2015, he provided human help desk services to at least 10 clients/users, at least in Hebrew and in English.

Affiant's signature: _____

Professional threshold conditions – basket 2 - Monitoring information from international sources

- 2.4. The Bidder declares that he (please tick as appropriate):

The manufacturer of (the holder of the license for) the proposed system

Affiant's signature: _____

Authorized and qualified for the distribution and maintenance of the proposed system by the manufacturer of the proposed system, _____, from _____; the Bidder has a contractual agreement with the manufacturer, which includes the matters set out in section 0.6.4.5. of the Tender documents; the manufacturer's declaration is attached as **Appendix 16** of the response.

Affiant's signature: _____

- 2.5. The proposed system provided services for _____ clients (who are not the Bidder and/or the Manufacturer) in Israel or abroad, between 1/1/2013 and 31/12/2015(see details about the clients in **Appendix 14** of the response).

Affiant's signature: _____

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- 2.6. The Bidder declares that he provided client services for the proposed system, between 1/1/2013 and 31/12/2015, to _____ clients, as specified in **Appendix 14** of the response.

Affiant's signature: _____

3. **The supplier's team**

- 3.1. The Bidder declares that it employs at least 3 analysts, in a full time position, and that at least one of them has at least two years' experience in performing analysis and research in the field, on the opinions/needs of internet users.
- 3.2. The Bidder presents the supplier's team, as follows:

#	The position to be assigned to the team member	First and last name	I.D. No.
1	Content expert		
2	Information analyst/analyst		

- 3.3. The Bidder declares that the information analyst/analyst that it proposes meets the following requirements:
- 3.3.1. he has formal qualifications in the field of behavior research as well as public opinion, trends, internet dialogue and media agenda;
- 3.3.2. he holds an academic degree in one of the following fields: political studies, sociology/anthropology, social psychology, behavioral economics, communications and new media (please circle as appropriate);
- 3.3.3. he has at least 3 years' experience in information analysis, and in behavior research as well as public opinion, trends and internet dialogue;
- 3.3.4. he has performed ___ works in the area of analysis of information originating from the internet; and examples of works performed by the information analyst are attached as **Appendix 19** of the response;
- 3.3.5. he has big data processing capabilities, including qualitative/quantitative-statistical based analysis and conclusions.

Affiant's signature: _____

- 3.4. The Bidder declares that its candidate for the position of content expert has provided, between 1/1/2013 and 31/12/2015, support services for the proposed system, to _____ clients, as follows (more rows can be added):

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#	Name of client	Date of commencement of the provision of the services	Date of the end of the provision of the services	Contact person (name and telephone number)
1				
2				
3				
4				
5				

My name is as above stated, it is my signature that appears below and the contents of my above affidavit are true.

Name of authorized signatory _____ I.D. No. _____

Signature and the corporation's stamp: _____ Date: _____

Certification

I, the undersigned, Adv. _____, hereby certify that on _____ there appeared before me at my offices on _____ St., _____, Mr./Ms. _____, who identified himself/herself by means of identity card No. _____, and Mr./Ms. _____, who identified himself/herself by means of identity card No. _____, and after I had warned him/her/them that he/she/they must state the truth or else be liable to the penalties prescribed by law, signed the above affidavit before me.

Name of attorney: _____ License No. _____

Signature and stamp: _____ Date: _____

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Appendix 5 – Description of the Proposed System's Features

1. The Bidder must attach and fill in the system's features, on the file attached as an EXCEL file.
2. The details on the form must also include information required for awarding the quality score.
3. All the details required for this form must be filled in.
4. Additional rows can be added and/or the columns can be broadened.

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Appendix 6 – Details of Clients Based on whom the Bidder Demonstrates that it Meets the Threshold Conditions

5. The Bidder must attach and fill in the details of the clients, on the file attached as an EXCEL file.
6. The details on the form must also include information required for awarding the quality score.
7. All the details required for this form must be filled in.
8. Additional rows can be added and/or the columns can be broadened.

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Appendix 8 – Price Quotation

The price quotation must be attached in a sealed and separate envelope, as envelope 3, inside the documents submitted as the response to the Tender

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Bidder's details: _____

Identification number: _____

#	Item	Measurement unit	Quantity	Cost per unit	Weighting Coefficient	Total cost
			A	B	C	A*B*C=D
1.	Payment for the establishment, service and maintenance stage	User for period of contract	1		100%	
2.	Licensing addition	User per year	1		70%	
3.	Payment for extension of service period	Per user per year	1		50%	
4.	Construction of query	Per query	5		100%	
5.	Basic analysis	Report	1		100%	
6.	Survey	Report	1		100%	
7.	Periodic report	Report	1		100%	
8.	Hourly rate for analysis services	Hour	5		70%	

General notes

1. The prices stated in the price quotation are correct and up-to-date as of the final date for submission of bids for this Tender, and that shall be binding upon the supplier throughout the contract period.
2. All the prices stated in the Bidder's quotation are in NIS.

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3. My quotation contains fixed and final prices, and includes all the relevant expenses, including the working hours of the various members of the team, hours and transportation costs (excluding VAT) and any other expense required for the implementation of the service under this Tender.
4. No price addition shall be requested for the required services, beyond the prices stated in the quotation.

Date: _____ Bidder's signature: _____ Name of the Bidder: _____

Appendix 9 – Insurance Requirements

1. The supplier undertakes to purchase and maintain all the following insurances, in favor of the supplier and in favor of the State of Israel – the Ministry of Finance, government ministries and auxiliary units, and to present to the ministry the insurances, which shall include all the required coverage and terms, with limits of liability which shall be no less than the following:
 - a. employer's liability insurance:
 - 1) the supplier shall insure its legal liability to its employees by employer's liability insurance, throughout the territory of the State of Israel and the occupied territories;
 - 2) the limit of liability shall be no less than USD 5,000,000 per employee, per event and for the period of insurance;
 - 3) the insurance shall be extended to cover the insured's liability to contractors, subcontractors and their employees, if it is deemed to be their employee;
 - 4) the insurance under the policy shall be extended to indemnify the State of Israel – the Ministry of Finance, government ministries and auxiliary units, insofar as it is claimed, with respect to the occurrence of any work accident/illness that they bear any employer's liability to any of the employees of the supplier, the contractors, the subcontractor and their employees, working in service of the supplier;
 - b. third party liability insurance:
 - 1) the supplier shall insure its legal liability under the laws of the State of Israel by a third party liability insurance, in respect of bodily injury and property damage, throughout the territory of the State of Israel and the occupied territories;
 - 2) the limit of liability shall be no less than USD 250,000 per event and for the period of insurance (one year);
 - 3) the policy shall contain a cross liability clause;
 - 4) any limitation/exception as to property, referring to any property of the State of Israel with respect to which the supplier or any person in the service of the supplier act or acted shall be cancelled;
 - 5) the property of the State of Israel shall be deemed to be third party property;
 - 6) the insurance is extended to cover the insured's liability to any third party for the activities of contractors, subcontractors and their employees;
 - 7) the insurance under the policy shall be extended to indemnify the State of Israel – the Ministry of Finance, government ministries and auxiliary

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units, insofar as they are deemed to be liable to the acts and/or omissions of the supplier and of any person acting on its behalf;

- c. combined professional liability and product liability insurance
- 1) combined product liability and professional indemnity policy for the software and hardware industry; or
 - 2) electronic products and services errors or omissions and products liability insurance;
 - 3) the supplier's legal liability for the provision of monitoring and analysis of information on the internet services for government ministries, including maintenance and analysis services, and including the supply, installation, operation and maintenance of the system, interfacing with existing systems, changes and updates, training, documentation and information security, in accordance with a tender and a contract with the State of Israel – the Ministry of Finance, by a combined professional liability and product liability insurance;
 - 4) the policy covers the liability of the supplier, its employees and any person acting on its behalf:
 - i. in connection with any professional act or omission – coverage for any breach of a professional duty, error, omission, neglect and negligence;
 - ii. liability for any defect in the product – coverage against any damage caused in connection with products manufactured, developed, assembled, repaired, supplied, sold, distributed or otherwise handled by the supplier or any person acting on its behalf;
 - iii. the activities of the supplier, its employees and any person acting on its behalf, including for the provision of efficiency and monitoring services in the field of communications to government ministries, including the installation of a computerized system for the performance of communication costs control, including the supply, installation, operation and maintenance of software, interfacing with existing systems, changes and updates, training, documentation and information security;
 - 5) the limit of liability shall be no less than USD 500,000 per event and for one year; an extended discovery period shall apply, of at least 12 months; the policy shall contain a cross liability clause;
 - 6) the insurance under the policy shall be extended to indemnify the State of Israel – the Ministry of Finance, government ministries and auxiliary units, insofar as they are deemed to be liable to the acts and/or omissions of the supplier and of any person acting on its behalf.

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- d. General – the insurance policies include the following terms and conditions:
- 1) to the name of the insured shall be added, as additional insureds: the State of Israel – the Ministry of Finance, government ministries and auxiliary units, subject to the above extensions of indemnification;
 - 2) no limitation or cancellation of the insurance by either of the parties shall be have any effect, unless notice thereof is given at least 60 days in advance by a registered letter to the Ministry of Finance's Accountant;
 - 3) we waive any right of subrogation, claim, participation or recourse against the State of Israel – the Ministry of Finance, government ministries and auxiliary units and the employees thereof, provided the waiver does not apply in favor of a person who caused damaged with malicious intent;
 - 4) the supplier alone shall be responsible towards us for payment of the premiums on the policies and for the fulfillment of all the obligations imposed on the insured by the terms of the policies;
 - 5) the deductible specified in any policy shall be borne by the supplier alone;
 - 6) any clause in the insurance policies that in any way voids or limits the insurer's liability in case of the existence of other insurance, shall not be activated against the State of Israel, and the insurance shall be deemed as primary insurance entitling to full rights under the insurance policies;
 - 7) the terms of coverage of the above policies shall not be inferior to the accepted coverage according to the terms of the "BIT policies", subject to the extensions to the cover stipulated above;
 - 8) copies of the insurance policies certified by the insurer, or a confirmation of issuance of insurance policies signed by the insurer shall be furnished by the supplier to the Ministry of Finance, government ministries and auxiliary units by the Agreement signing date;
 - 9) the supplier undertakes, throughout the period of the contractual engagement with the State of Israel – the Ministry of Finance, government ministries and auxiliary units, and for as long as its liability exists, to keep the insurance policies in force. The supplier undertakes to renew all the policies, each year, for as long as the contract with the State of Israel – the Ministry of Finance, government ministries and auxiliary units is in effect. The supplier undertakes to present the copies of the renewed insurance policies, certified and signed by the insurer, or a confirmation, signed by the insurer, of the renewal thereof, to the Ministry of Finance, government ministries and auxiliary units, at least two weeks prior to the end of the insurance period;
 - 10) nothing stated in the insurance clauses shall release the contractor from any obligation applying to it in law and under this agreement, and that stated may not be construed as the waiver by the State of Israel – the

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Ministry of Finance, government ministries and auxiliary units of any right or relief available to it in law and under this contract.

Appendix 9 – Confirmation of Issuance of Insurance Policies

State of Israel – the Ministry of Finance, government ministries and auxiliary units

Dear Madam/Sir,

Re: **Confirmation of Issuance of Insurance Policies**

We hereby confirm that we have issued on behalf of our insured _____ (hereinafter: the "**Supplier**"), for the period of insurance from _____ to _____, in connection with Tender No. 06-2016 for the provision of monitoring and analysis of information on the internet services for government ministries, under a tender and contract with the State of Israel – the Ministry of Finance, the following insurances:

Employer's liability insurance:

1. Its legal liability to its employees, throughout the territory of the State of Israel and the occupied territories;
2. the limit of liability shall be no less than USD 5,000,000 per employee, per event and for the period of insurance;
3. the insurance is extended to cover the insured's liability to contractors, subcontractors and their employees, if it is deemed to be their employee;
4. the insurance under the policy is extended to indemnify the State of Israel – the Ministry of Finance, additional government ministries and auxiliary units, insofar as it is claimed, with respect to the occurrence of any work accident/illness that they bear any employer's liability to any of the employees of the Supplier, the contractors, the subcontractor and their employees, working in the service of the supplier service;

Third party liability insurance:

1. Its legal liability by a third party liability insurance under the laws of the State of Israel, in respect of bodily injury and property damage, throughout the territory of the State of Israel and the occupied territories;
2. the limit of liability shall be no less than USD 250,000 per event and for the period of insurance (one year);
3. the policy shall contain a cross liability clause;
4. any limitation/exception as to property, referring to any property of the State of Israel with respect to which the Supplier or any person in its service act or acted - is cancelled;
5. the property of the State of Israel shall be deemed to be third party property;
6. the insurance is extended to cover the insured's liability to any third party for the activities of contractors, subcontractors and their employees;

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7. the insurance under the policy is extended to indemnify the State of Israel – the Ministry of Finance, additional government ministries and auxiliary units, insofar as they are deemed to be liable to the acts and/or omissions of the Supplier and of any person acting on its behalf;

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 products liability insurance;

1. the Supplier's legal liability for the provision of monitoring and analysis of information on the internet services for government ministries, including software, establishment, installation, operation, software updates, authorization and user management, backup, information security, mapping of needs, repair of malfunctions, training, documentation, maintenance, support, service and warranty, in accordance with a tender and a contract with the State of Israel – the Ministry of Finance, by a combined professional liability and product liability insurance;
2. the policy covers the liability of the Supplier, its employees and any person acting on its behalf:
 - (a) in connection with any professional act or omission – coverage for any breach of a professional duty, error, omission, neglect and negligence;
 - (b) liability for any defect in the product – coverage against any damage caused in connection with products manufactured, developed, assembled, repaired, supplied, sold, distributed or otherwise handled by the Supplier or any person acting on its behalf;
 - (c) the activities of the Supplier, its employees and any person acting on its behalf, including for monitoring and analysis of information services for government ministries, including software, establishment, installation, operation, software updates, authorization and user management, backup, information security, mapping of needs, repair of malfunctions, training, documentation, maintenance, support, service and warranty;
3. the limit of liability shall be no less than USD 500,000 per event and for one year;
 - An extended discovery period shall apply, of at least 12 months;
 - cross liability;
4. The insurance under the policy shall be extended to indemnify the State of Israel – the Ministry of Finance, additional government ministries and auxiliary units, insofar as they are deemed to be liable to the acts and/or omissions of the Supplier and of any person acting on its behalf.

General

- The insurance policies include the following terms and conditions:

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1. to the name of the insured shall be added, as additional insureds: **the State of Israel – the Ministry of Finance, additional government ministries and auxiliary units**, subject to the above extensions of indemnification;
2. no limitation or cancellation of the insurance by either of the parties shall be have any effect, unless notice thereof is given at least 60 days in advance by a registered letter to the Ministry of Finance's Accountant;
3. we waive any right of subrogation, claim, participation or recourse against the State of Israel – the Ministry of Finance, additional government ministries and auxiliary units and the employees thereof, provided the waiver does not apply in favor of a person who caused damaged with malicious intent;
4. the Supplier alone shall be responsible towards us for payment of the premiums on the policies and for the fulfillment of all the obligations imposed on the insured by the terms of the policies;
5. the deductible specified in any policy shall be borne by the Supplier alone;
6. any clause in the insurance policies that in any way voids or limits the insurer's liability in case of the existence of other insurance, shall not be activated against the State of Israel, and the insurance shall be deemed as primary insurance entitling to full rights under the insurance policies;
7. the terms of coverage of the above policies shall not be inferior to the accepted coverage according to the terms of the "BIT policies", subject to the extensions to the cover stipulated above;

Subject to the terms and limitations of the original policy, to the extent that they have not been expressly changed according to anything stated in this confirmation.

Date

Signature of insurer's authorized signatory + insurer's stamp

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Appendix 10 – Particulars of the Bidder Seeking to Participate in the Tender

Government Procurement Administration
Accountant General Division, Ministry of Finance

I, _____ the representative of _____,

have the tender booklet for central public tender No. 06-2016 for the provision of monitoring and analysis of information on the internet services for government ministries (hereinafter: "the Tender")

_____ intends to participate in the Tender.

The following are the particulars of the representative of the company that seeks to participate in the Tender.

First and last name: _____ Address: _____

Office Tel. No.: _____ Fax: _____ Mobile: _____

Email address: _____

Company's stamp: _____ Date: _____

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Appendix 11 – Undertaking of Confidentiality and Absence of Conflicts of Interests

Accountant General - Government Procurement Administration
Ministry of Finance

I, the undersigned, _____, I.D. No. _____, engaged/employed/serving as _____ by/of/in the supplier, hereby give this undertaking in connection with the provision of the services by _____ [*the supplier*] (hereinafter: "**the Supplier**"), under public tender No. 06-2016 **for the provision of monitoring and analysis of information on the internet services for government ministries** (hereinafter: "**the Tender**").

WHEREAS, the holder of the Tender/the Contracting Authority intends to procure services as set out in the Tender; and

WHEREAS, I serve/am engaged/employed as a representative/subcontractor/employee by/of the Supplier [*please delete as appropriate*], and therefore I may be exposed to Professional Secrets that the State of Israel wishes to protect;

NOW, THEREFORE, I undertake, in my name and on behalf of the Bidder, to the State of Israel, as follows:

In this undertaking, the following terms shall have the meaning ascribed to them below:

"Information" – any information, know-how, document, correspondence, plan, design, data, figure, model, opinion, conclusion, etc., relating to the provision of the services, whether written or oral and/or in any form or manner of preserving data whether electric and/or electronic and/or optic and/or magnetic and/or any other, which are not in the public domain;

"Professional Secrets" – any Information that may reach me in connection with the provision of the required services, whether received during the provision of the services or thereafter, including and without derogating from the generality of the foregoing: any Information delivered or disclosed by the State of Israel and/or any other person and/or anyone acting on its behalf.

1. I hereby undertake to keep the Information and/or Professional Secrets that reach me during and/or as a result of the performance of the services absolutely confidential, and to use them only for the purpose of providing the services. For the avoidance of doubt and without derogating from the generality of the above, I

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hereby undertake not to publish, transfer, inform, transmit, disclose or bring to the knowledge of any person the Information and/or Professional Secrets, except Information that is in the public domain or information that must be disclosed under any law.

2. I hereby declare that I am aware that non-fulfilment of my obligations constitutes an offense under Chapter G (National Security, Foreign Relations and Official Secrets) of the Penal Law, 5737-1977.
3. Having examined the matter to the best of my ability, I declare and undertake that neither I nor any members of my immediate family have any financial or other interest which is liable to create a conflict of interests or raise suspicion of any such conflict with the performance of the services. I further undertake that if during my said work, any such conflict of interests or anything that is liable to raise suspicion of such conflict is brought to my knowledge, I shall notify you of such conflict or suspicion without delay.

Name _____ Signature: _____ Date: _____

Appendix 12 – Contractual Agreement

Made and signed in Jerusalem on the ____ day of ____, 2016

BETWEEN:

The Government of Israel on behalf of the State of Israel
by the Government Procurement Administration of the
Ministry of Finance
and the Contracting Authority (as defined in the Tender)

(hereinafter: – “**the Tender Holder**”)

of the first part

AND:

of _____

(hereinafter: “**the Supplier**”)

of the second part

WHEREAS the Government, through the Government Procurement Administration of the Ministry of Finance, desires to contract with suppliers under Public Central Framework Tender No. 06-2016 for the Provision of Monitoring and Analysis of Information on the Internet Services for Government Ministries (hereinafter: “**the Services**”); and

WHEREAS in accordance with the foregoing, the Government Procurement Administration of the Ministry of the Finance (hereinafter: “**the Tender Holder**”) has issued Public Central Framework Tender No. 06-2016 for the Provision of Monitoring and Analysis of Information on the Internet Services for Government Ministries (hereinafter: “**the Tender**”); and

WHEREAS the Supplier, having inspected all the guidelines for and terms and conditions of the Tender, including the appendices thereof, has submitted a bid for the Tender; and

WHEREAS after the Supplier's bid has been considered and examined, and based on the correctness of the declarations of the Supplier and based on the information contained in its bid, the Tender Holder has agreed to accept the Supplier's proposal to

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provide the services the subject of this tender under the terms and conditions set out herein;

**IT IS THEREFORE DECLARED, AGREED AND STIPULATED BY AND
BETWEEN THE PARTIES AS FOLLOWS:**

1. **General**

- 1.1. The Tender (including all its appendices, terms and conditions, requirements and parts) constitutes an inseparable part hereof.
- 1.2. The preamble hereto constitutes an inseparable part hereof.
- 1.3. Capitalized terms contained herein shall have the meaning assigned thereto in the Tender documents, unless the context implies otherwise.
- 1.4. This agreement shall be interpreted in a manner implementing the express and implied requirements of the Tender. In addition, any conflict or inconsistency between the various Tender documents or between different provisions of the same document, which cannot be resolved, shall be interpreted in a manner broadening the obligations of the Supplier or the rights of the Tender Holder/Contracting Authority.
- 1.5. The section headings herein are for convenience purposes only and shall have no consequence in the interpretation hereof.
- 1.6. Words and expressions contained herein importing the singular shall include the plural and vice versa; words and expressions in the masculine gender shall include the feminine gender and vice versa.

2. **Term**

- 2.1. This agreement shall be in effect for a period of 24 months from the date of execution hereof, i.e., from _____ until _____ ("**the Term of the Contract**").
- 2.2. The Tender Holder may extend the said period for addition periods (hereinafter: "**Extension Periods**"), provided that the total Term of the Contract shall not exceed 60 months. Any extension of the contract shall be made under the same terms and conditions as those of the original contract. Notice of the exercise of the Extension Period shall be delivered to the framework Supplier by 30 days before the end of the Term of the Contract, for each basket separately.
- 2.3. If the Tender Holder decides to issue a new tender, at the end of the Term of the Contract, for a certain basket, then after the selection of a new successful supplier, a gradual process of replacing service providers - replacing the Supplier hereunder with the new supplier. In such case, the Supplier shall be required to continue providing the services which had begun before the end of the Term of the Contract,

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provided by him hereunder, such continued services being of such scope and extent as the Tender Holder shall determine, and according to the prices of the Tender, until the completion of the transfer of the services to the new supplier, and until six months from the end of the Term of the Contract at the latest.

- 2.4. Notwithstanding the foregoing, the Tender Holder may, at its sole discretion and for any reason, terminate the contract, and in such case the provisions of sections 17 and 19 shall apply.

3. **Supplier's declarations and obligations**

- 3.1. The Supplier hereby declares and acknowledges that it executes this agreement after having carefully examined the Tender, understood it and received from the representative of the Tender Holder all the explanations and instructions that it needed and that it required for formulating its bid and its undertakings thereunder and hereunder, and it shall have no claim against the Tender Holder with respect to the provision of the services hereunder. The Supplier hereby also undertakes that the Services meet and shall meet all the terms and conditions of the Tender and hereof.
- 3.2. The Supplier declares that all the details that it provided to the Tender Holder in its bid, including details of its experience and of its ability to provide the Services, are complete and correct.
- 3.3. The Supplier declares that it has the appropriate professional background, allowing it to provide the Services in accordance with the Tender and with the provisions hereof, and that it has the tools, know-how, experience, personnel, means and skills allowing it to provide the Service as set out in the Tender, for each basket, and in this agreement, throughout the Term of the Contract.
- 3.4. The Supplier undertakes to meet, accurately and precisely, all the requirements of the specification and of this agreement and all its appendices. The Supplier undertakes to act, in all matters relating to the performance hereof, whether by itself or through any of its employees or any of the subcontractors acting on its behalf, with the highest degree of expertise and professionalism.
- 3.5. The Supplier undertakes to cooperate with the Tender Holder and the Contracting Authorities, in all matters concerning the fulfilment of its obligations hereunder, including the obligation to repair, improve and replace anything that requires repair, improvement and replacement, soon after receipt of notification by the Tender Holder's of the need to perform such repair, improvement or replacement.
- 3.6. The Supplier undertakes that throughout the Term of the Contract, and throughout any Period of Extension as said in section 2.2 above, if any, it shall hold all the permits, certificates, approvals and licenses require under this Tender and under any law.

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- 3.7. The Supplier undertakes to be assume full responsibility for any activity of the subcontractors/service provider/employees acting on its behalf in connection with the provision of the service the subject of the Tender.
- 3.8. The Supplier declares and undertakes that there is no preclusion under any law preventing it from entering into this agreement, and that nothing in the performance of the contract by it creates any conflict of interests, directly or indirectly, between it and the Tender Holder, and that if there is any suspicion of such conflict of interests, the Supplier shall give notice to that effect to the Tender Holder, without any delay, and ensure the elimination of such conflict of interest.

4. **Control and supervision**

- 4.1. The Tender Holder may, at its sole discretion, conduct or require the Supplier to conduct random inspections to examine the services provided to the Tender Holder as set out in the Tender.
- 4.2. The Supplier shall allow the Tender Holder or to any person designated by it, to supervise the supervision of the Services and their quality, and to examine the manner of fulfilment of the Supplier's obligations.
- 4.3. The Supplier undertakes to cooperate with the representatives of the Tender Holder and/or of the Contracting Authorities, in all matters concerning the performance of the Services and the fulfilment of all the other obligations of the Supplier under the Tender and hereunder, and it shall follow any instructions given by the representatives of the Tender Holder and/or the Contracting Authorities, subject to the provisions of the Tender and hereof. In doing so, the Supplier shall deliver any information or report that may be required by them, at such times and in such manner as they may determine; it shall allow the Tender Holder and/or the representatives of the Contracting Authority and the inspectors to visit its offices and any other place where it performs its obligations hereunder, to inspect any document and examine what is done there in connection with the Services and with the performance of the Supplier's obligations hereunder, provided that every such visit be scheduled in advance with the Supplier.
- 4.4. For the avoidance of any doubt, it is clarified and agreed that the Tender Holder and the inspectors may not and are no authorized to bind the Contracting Authority to any financial obligation, whether it changes the consideration amount hereunder or it imposes upon it additional obligations with respect to adjustments or changes, and such binding any Contracting Authority to such matters shall only be done by a written document signed by the Contracting Authority's authorized signatories.
- 4.5. The Supplier shall submit to the Contracting Authority periodic reports prepared in such manner and submitted at such frequency as the representatives of the Contracting Authority or the inspectors shall

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direct, in accordance with the provisions of section 5.1.7. of the Tender documents.

5. **Absence of employer-employee relationship**

- 5.1. The parties agree that the Supplier is an independent contractor, and that it performs its obligations hereunder as an independent contractor, and that no employer-employee relationship exists between him, or between any person employed or engaged by it in the performance hereof, and the Tender Holder and/or the Contracting Authority.
- 5.2. The Supplier hereby declares that it has informed and clarified every person employed or engaged by it in the performance hereof that no employer-employee relationship shall exist between them and the Tender Holder and/or Contracting Authority.
- 5.3. **Payments and deductions with respect to the employed or engaged persons** – the Supplier hereby undertakes to pay, with respect to itself and with respect to all the persons employed or engaged by it in the performance hereof, all the payments that the Supplier is required to pay under any law or agreement.
- 5.4. If the Tender Holder and/or Contracting Authority is required to pay any of the amounts referred to above, with respect to any of the persons employed or engaged by the Supplier in the performance hereof, then the Supplier shall indemnify the Tender Holder for such amounts, upon receipt of first demand.
- 5.5. It is hereby agreed that if it is determined, for any reason, at any time after the commencement hereof, by any court or any other competent authority, that despite that parties' intention, which is expressed herein, the contract the subject hereof must be deemed to be the employment of an employee, and that the laws and conditions applicable to an employee apply to this contract, then it is hereby agreed and stipulated by the parties that the wage for an employee, for the employment pursuant hereto, shall be calculated in accordance with the provisions on this matter concerning state employees of the same or most similar positions and grades, all as shall be determined by the Civil Service Commissioner.
- 5.6. In the absence of a said same or similar position, the wage for an employee shall be calculated in accordance with the collective labor agreement most closely related, in the opinion of the Civil Service Commissioner. The wage shall be calculated retroactively, from the commencement hereof, and all the obligations under this agreement on the one hand, and the said new calculation on the other hand, shall be offset against the consideration due to the Supplier.
- 5.7. Without derogating from the generality of the foregoing, the labor laws applicable to the Supplier with respect to its employees are, *inter alia*, The Employment Service Law, 5719-1959, The Hours of Work and

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Rest Law, 5711-1951, The Sick Pay Law, 5736-1976, The Annual Leave Law, 5711-1951, The Employment of Women Law, 5714-1954, The Equal Pay for Men and Women Employees Law, 5756-1996, The Youth Labor Law, 5713-1952, The Apprenticeship Law, 5713-1953, The Discharged Soldiers (Return to Employment) Law 5709-1949, The Wage Protection Law, 5718-1958, The Severance Pay Law, 5723-1963, The Minimum Wage Law, 5747-1987, The National Insurance [Consolidated Version] Law, 5755-1955.

- 5.8. Any right, given to the Tender Holder or its representative, to supervise the Supplier or any person acting on its behalf, to instruct it or to issue directives to it, shall only be regarded as means to ensure that the Services are provided properly and that this agreement is performed in full, and such a right shall not create any employee-employer relationship, or transfer any liability to the Contracting Authority, with respect to any act or omission of the Supplier or of any person acting on its behalf.

6. **The Consideration**

- 6.1. The consideration due to the Supplier shall be paid by each Contracting Authority in accordance with the purchase order issued to it by each Contracting Authority, separately. It should be clarified that no consideration shall be paid by the Tender Holder.
- 6.2. The consideration for the services ordered by the Contracting Authorities shall be in accordance with the following unit prices [to be filled in after the selection of the framework supplier].

#	<u>Item</u>	<u>Measurement unit</u>	<u>Cost per unit</u>
1.	Payment for the establishment, service and maintenance stage	User for period of contract	
2.	Licensing addition	User per year	
3.	Payment for extension of service period	Per user per year	
4.	Construction of query	Per query	
5.	Basic analysis	Report	
6.	Survey	Report	
7.	Periodic report	Report	
8.	Hourly rate for analysis services	Hour	

- 6.3. It should be clarified that the consideration shall be paid only for services actually ordered by the Contracting Authorities. Neither the Tender Holder and/or the Contracting Authorities shall be required to

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order services of any scope or extent determined in the Tender Documents.

- 6.4. To the consideration shall be added VAT at the rate required by law for the said prices, and such VAT shall be paid upon any invoice/payment paid to the Supplier by the Contracting Authorities.
- 6.5. The consideration constitutes the final consideration for the fulfilment of all the Contracting Authorities' obligations to the Supplier under the Tender and hereunder.
- 6.6. If any changes occur in taxes or levies on the prices of the products/services, nothing in such changes (except any change in the VAT rate) shall affect the consideration, except in accordance with and subject with the receipt of the Tender Holder's prior written consent, and at the Tender Holder's sole discretion.
- 6.7. The Supplier shall not be entitled to any payment or consideration in connection with the provision of services which do not conform to the requirements of the Tender, the bid and the terms and conditions hereof.
- 6.8. The above rules for payment are subject to the directives of the Accountant General of the Ministry of Finance, as published from time to time.

7. Calculation of linkage differentials

- 7.1. The linkage mechanism, if any is required, shall be calculated in accordance with the provisions set out below. No linkage differentials or price increase compensation of any kind or any exchange rate differentials beyond it shall be paid to the Supplier.
- 7.2. In this section, the following terms shall have the meaning ascribed to them below:
 - 7.2.1. Base Date - the final date for submission of bids for the Tender _____ [the section number and date must be filled in according to the provisions of the Tender];
 - 7.2.2. Base Index – except in the case referred to in paragraph 7.4.3., the index known 18th to the month from the Base Date _____). [the section number and date must be filled in according to the provisions of the Tender];
 - 7.2.3. Determining Index – the Determining Index – the last known index on the date of submission of the bill by the Supplier;
 - 7.2.4. Negative Linkage – linkage made where the Determining Index or index composition falls below the Base Index rate;
 - 7.2.5. Consumer Price Index – as published by the Israel Central Bureau of Statistics, or by whatever entity is empowered by the government of Israel to replace it.
- 7.3. Principles for applying the linkage

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- 7.3.1. The consideration paid to the Supplier shall be linked to the rate of change in the Consumer Price Index (hereinafter: "the Index").
- 7.3.2. The linkage shall be implemented even in cases of Negative Linkage.
- 7.3.3. The calculation of the linkage shall be made upon submission of the invoice by the Contracting Authority, as defined below.
- 7.4. Linkage mechanism
 - 7.4.1. The calculation of the linkage shall be made as follows:
 - 7.4.1.1. the known Index 18 months after the Base Date shall be the Base Index;
 - 7.4.1.2. the Determining Index shall be the Index on the date of submission of the bill;
 - 7.4.1.3. the linkage differentials shall be calculated according to the formula – the Determining Index divided by the Base Index less 1 multiplied by the amount to be linked.
 - 7.4.2. The benchmark for applying the linkage shall be the Base Index, determined after 18 months have elapsed from the Base Date, except in the event referred to in paragraph 7.4.3 below.
 - 7.4.3. Notwithstanding anything stated in paragraph 7.4.1 above, should the Index, on a certain date (hereinafter: "**the Date of Change**") during the first 18 months after the Base Date, change in such a way as to increase by 4% or more over the Index known on the Base Date, then the Base Index shall be the Index known on the Date of Change.

8. **Approval of the amount for payment**

- 8.1. Payments shall be made according to periodic bills that shall be submitted by the successful Supplier once every quarter, and which shall include all the component of the consideration accumulated during that period.
- 8.2. The Contracting Authority shall check and approve the bill submitted by the Supplier. The date of payment shall be determined according to the date on which the tax invoice was received by the professional persons at the Contracting Authority, responsible for the approval of the work (hereinafter: "**Date of Submission of the Invoice to the Contracting Authority**").
- 8.3. Payment of the bill shall be made in accordance with the provisions of *Takam* (Finance and Economy Regulations) instruction 1.4.3 "Payment

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Dates". As of the date hereof, the terms of payment are as follows (hereinafter: "**Government Payment Dates**"):

- 8.3.1. Invoices submitted to the Contracting Authority during the first half of each month (on the 1-15 of the month): shall be paid at the beginning of the Government Payment Dates of the following month, that is, on the first business day following the 15th of the following month. In such case, the number of credit days shall be 30-45 days from the date of the submission of the invoice to the Contracting Authority.
- 8.3.2. Invoices submitted to the Contracting Authority between the 16th and 24th of each month (including the first and last days): shall be paid between the 16th and 24th of the following month. In such case, the number of credit days shall be exactly 30 days from the date of the submission of the invoice to the Contracting Authority.
- 8.3.3. Invoices submitted to the Contracting Authority between the 25th and 31st of each month (including the first and last days): shall be paid on the 24th of the following month. In such case, the number of credit days shall be approximately 24-29 credit days.

8.4. Upon the execution hereof, and at the beginning of each tax year thereafter, throughout the effective period hereof, and as a precondition for making payments to the Supplier hereunder, the Supplier shall deliver to the Contracting Authority's Accountant a copy of a valid authorized dealer certificate under the Value Added Tax Law, 5736-1975 (hereinafter: "the Law"), and also certification by an authorized official under the Public Bodies (Transactions) law, 5736-1976, or by an auditor or tax advisor, stating that the Supplier keeps books of account and records as required by the Income Tax Ordinance [New Version] and under the Law, or is exempt from keeping them.

9. **Offset and lien**

- 9.1. The Contracting Authority may retain and/or offset against all or some of the amounts due to the Supplier.
- 9.2. In any event in which damage is caused to the Tender Holder by the Supplier or by any person acting on its behalf, directly or indirectly, the Contracting Authority shall have the right to retain and/or offset against any amount due to the Supplier all the amount that the Contracting Authority may bear in such case, at the discretion of the Contracting Authority, and it shall notify the Supplier in writing of the offsetting of such amount in accordance with this section.

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- 9.3. The offset amount shall bear interest at the highest rate that the Contracting Authority is permitted to collect, from the date for set for payment of such amount until the date of actual payment.
- 9.4. The Supplier hereby waives any right of offset or lien against the Tender Holder.
- 9.5. Notwithstanding anything stated in any law, the Supplier shall have no right of lien with respect to the Services in its possession.
10. **Guarantees and sureties**
- 10.1. As security for the fulfilment of the Supplier's obligations hereunder, the Supplier undertakes to furnish to the Tender Holder a bank guarantee (or a guarantee of an insurer, within its meaning the Control of Financial Services (Insurance) Law, 5741-1981), which shall be autonomous and linked to the consumer price index, in the amount of NIS _____ (to be filled in according to the relevant basket) (hereinafter: "Performance Guarantee").
- 10.2. The guarantee shall be according to the text of Appendix 13, and shall be in effect for a period of 24 months from the date of execution hereof. If the contract is extended – the effective period of the guarantee shall be extended accordingly, until 60 days from the end of each additional **Tender** Period.
- 10.3. The delivery of the said performance guarantee is a precondition for this agreements' coming into effect.
- 10.4. The Tender Holder may forfeit the performance guarantee, in whole or in part, if the Supplier fails to fulfil all or some of its obligations hereunder and/or under the terms of the Tender and/or under the Supplier's undertakings contained in its bid for the Tender, after giving a written warning, 7 days before the Tender Holder exercises its right under this section.
- 10.5. In addition, the Tender Holder may forfeit the guarantee for the purpose of collection liquidated damages as referred to in section 16 below, for the purpose of collecting other compensation or damages due to the Tender Holder and/or the Contracting Authorities for any breach hereof by the Supplier, or for the purpose of collecting any other payment due to the Tender Holder and/or to any other person, any deficiency in the performance of any of the terms of the Tender or of the terms and conditions hereof.
- 10.6. The Supplier shall be given a written warning 7 days before the Tender Holder exercises its power under this section.
- 10.7. It is hereby clarified that the forfeiture of the guarantee shall not be deemed as payment of final compensation or damages by the Supplier to the Tender Holder, and that the Tender Holder shall be entitled to receive from the Supplier the difference between the amount collected

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as a result of the forfeiture of the guarantee and the amount of the damage actually caused.

- 10.8. If the guarantee is not forfeited, then the guarantee shall be returned to the Supplier after the end of the Term of the Contract, and after the Tender Holder grants an approval stating that the Services were provided to its full satisfaction.

11. **Supplier's liability**

- 11.1. The Supplier shall be liable for any damage or loss caused to the Tender Holder or to any third party as a result of the provisions of the Services under the Tender and hereunder, including by the subcontractors. If any expenses are incurred by the Tender Holder or by any other person, arising from any act or omission of the Supplier, its employees or agents, any of its attorneys or representatives or any person acting on its behalf, the Supplier undertakes to pay and indemnify for every expense incurred by them as aforesaid, or for any claim, action or suit.
- 11.2. The parties hereby expressly declare that the Tender Holder, its representatives, attorneys, or any person employed or engaged by it, shall not bear any payment, expense or damage, of any kind, caused to the supplier, its representatives, attorneys, or any person employed or engaged by it, unless such liability or payment are expressly specified in the Tender and herein.
- 11.3. Nothing in the provisions of this section shall release the Supplier from the obligations and liabilities imposed on it in the performance of its work under any law, and nothing in them shall be construed as a waiver by the Tender Holder of any right or remedy lawfully available to it.

12. **Proprietary rights**

- 12.1. In this section: "Information" – any information, know-how, document, correspondence, plan, design, data, figure, model, opinion, conclusion, etc., relating to the provision of the Services, in any form or manner of preserving data whether electric and/or electronic and/or optic and/or magnetic and/or any other, which are not in the public domain.
- 12.2. The Tender Holder is the exclusive owner of the Information relating to the Services, whether it is delivered to the Supplier by the Tender Holder or by any other person, and whether or not it is a product of the Supplier's work. It is hereby clarified that the Supplier shall not use the Information, in any way, other than for the purpose the provision of the Services, without the Tender Holder's written prior consent.
- 12.3. Without derogating from the foregoing, it is hereby declare and clarified that the Tender Holder has a exclusive right in, and it is the holder of the copyrights in any Information or Information products (including physical or magnetic media or any other) or opinion

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or intellectual property made by the Supplier or based on the Services provided by the Supplier during this contract.

- 12.4. During the provision of the Services, at any time it is requested to do so by the Tender Holder and at the end of the provision of the Services, the Supplier shall deliver to the Contracting Authority all the information in its possession and in the possession of any of its team, relating to the said services.
- 12.5. The Supplier is solely responsible for ensuring that the contract hereunder shall not constitute an infringement of any copyright, intellectual property right, patent right or any other right of any third party.
- 12.6. The Supplier hereby undertakes to indemnify the Tender Holder, immediately upon demand, fully and unconditionally, and to pay it any amount that the Tender Holder is required to pay to any person, for the infringement of copyrights or any other intellectual property rights, or for the exercise of the Tender holder as stipulated herein.
13. **Confidentiality**
- 13.1. The Supplier declares that it is aware that any information that is received by it and/or its employees and/or any subcontractor acting on its behalf, during the provision of the Services, constitutes professional secrets.
- 13.2. The Supplier hereby declares that it is aware that the Information received by it and/or by any person acting on its behalf, during the provision of the Services, is especially sensitive, and it undertakes that neither it nor any person acting on its behalf shall transfer to any other person with whom it is associated, otherwise than for the provision of the Services, any Information relating to the Services, during the term hereof and thereafter, unless it obtains the Tender Holder's or the Contracting Authority's prior consent for such transfer, and meets such conditions that that the Tender Holder or Contracting Authority may impose therefor.
- 13.3. The Supplier undertakes that it and any person acting on its behalf shall keep the Information and/or Professional Secrets absolutely confidential, and shall not use them in any way. For the avoidance of any doubt, and without derogating from the generality of the above, the Supplier undertakes that neither it nor any person acting on its behalf shall publish, transfer, inform, transmit, disclose or bring to the knowledge of any person the Information and/or Professional Secrets.
- 13.4. The Supplier undertakes to comply with all security directives issued by the Tender Holder, including with respect to the preservation and storage of the Information relating to the work it is given.
- 13.5. The Supplier declares that it is aware of the provisions of Chapter G, Title E (National Security, Foreign Relations and Official Secrets) of

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the Penal Law, 5737-1977, and that it shall inform all its employees and any person providing the Services on its behalf that any breach of the confidentiality obligation under this section is liable to constitute offenses under the said law.

- 13.6. It is hereby emphasized that the provisions of this section shall not apply to tools, work methods, technology and Information that were in the possession of the Supplier before the execution hereof, if the Supplier proves such possession to the Tender Holder.

14. **Conflicts of interests**

- 14.1. The Supplier declares that it is aware of the rules and restrictions concerning the prohibition of conflict of interests, and that neither it nor any other person acting on its behalf are in a situation of a conflict of interests in connection with the provision of the Services hereunder.
- 14.2. The Supplier undertakes that no employee, agent or other person acting on its behalf, that take part in the provision of the Services hereunder, shall have any conflict of interests vis-à-vis the Contracting Authority.
- 14.3. The Supplier is required to immediately notify the Tender Holder of any factor or situation because of which it, its employee or any other person acting on its behalf is liable to be, directly or indirectly, in a situation of a conflict of interests between its duties and another interest, immediately upon learning of such factor or situation.
- 14.4. The Supplier undertakes not to avoid any act or omission which is liable to place it in a situation of a conflict of interests, of the Supplier, its employees or any person acting on its behalf, with the provision of the Services to the Tender Holder hereunder.
- 14.5. If, in the opinion of the Tender Holder, the Supplier is in a situation, at any stage of the performance hereof, where it is liable to be in a situation of a conflict of interests between its duties and another matter, then the Tender Holder may direct that the Supplier's work be terminated.
- 14.6. For the purpose of this section, "the Supplier" – including the Supplier's owners and any employees, any person employed or engaged by it, and any professional persons and subcontractors engaged by it in connection with the provisions of the Services.

15. **Assignment of rights or obligations hereunder**

- 15.1. It is hereby declared and agreed that any assignment of any right or obligation hereunder, or of the performance of all or anything hereunder, to any other person, without the Tender Holder's prior written approval, is absolutely prohibited. If the Tender Holder approves any assignment or of any of the Supplier's rights or obligations hereunder despite the foregoing, then nothing in the Tender

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Holder's approval shall release the Supplier from its liability to the Tender Holder with respect to the provisions hereof.

- 15.2. It is hereby declared and agreed that the Tender Holder shall have the right to assign any right or obligation hereunder, without the need to obtain the approval of the Supplier or of any third party.

16. **Liquidated damages**

- 16.1. The Supplier declares that it is aware of the importance of meeting the requirements of the Tender as set out in the request for proposals, as any violation shall cause the Contracting Authority severe damage, which shall require the Supplier to pay the liquidated damages referred to above, without derogating from the other remedies under the Contracts (Remedies for Breach of Contract) Law, 5731-1970.
- 16.2. Any part of the Services provided, not meeting the requirements of the Tender and hereof, shall be deemed to have not been provided, and if the Supplier fails to correct what requires correction, in a manner conforming to all of the requirements of the Tender and hereof or if the Supplier fails to fulfil its obligations, with respect to the dates of performance and provision of the Services and the conformity of the provision thereof to the requirements of the Tender, or with respect to the dates of the provision of the Services in accordance with subsection 4.10 in the requirements of the Tender,
- 16.3. The liquidated damages are agreed and pre-estimated damages for the damage caused to the Contracting Authority, and their amount may be collected without any need to prove the damage.
- 16.4. It should be clarified that nothing in the payment of the liquidated damages shall release the Supplier from returning to providing the Services in a manner fully conforming with the requirements of the Tender and hereof.
- 16.5. Nothing in the agreement on damages in this section shall affect the Contracting Authority's right to any other remedy for the breach hereof, including compensation or damages for damage caused, including actual damage in excess of the liquidated damages, even if they are collected by way of offset or forfeiture of the bank guarantee, and liquidated damages, if any are paid, shall be deemed to be payment on account of the damages or compensation for actual damage, if proven.
- 16.6. It should be clarified that in the event of "force majeure", or any event not in the control of the Supplier – the exercise of the above liquidated damages provisions shall be considered, at the discretion of the Contracting Authority.

17. **Discontinuation of the contract by the Tender Holder**

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- 17.1. Without derogating from any other provision of the Tender documents, it is hereby agreed that the Contracting Authority may notify the Supplier, by 60 days' advance notice, of the discontinuation of activity hereunder, for any reason and without the Contracting Authority being required to give reasons or state the cause for such discontinuation.
- 17.2. In the event of such termination, the Supplier shall be entitled to receive all the consideration for the Services that it provided, if any were provided to the satisfaction of the Contracting Authority, and according to the quarterly reports submitted by the Supplier, until the date of termination hereof.
- 17.3. It is agreed and declared that beyond the consideration paid to the Supplier as said in subsection 17.2., the Supplier shall have no monetary demand, claim or suit against the Contracting Authority in connection with the discontinuation of the its activity hereunder.
18. **Early termination of the contract due to a breach by the Supplier**
- 18.1. Without derogating from the generality of the foregoing, the Tender Holder may cancel this agreement, by a written warning given 7 days in advance, if any one of the following events occurs (and if the breach event is not corrected during the said warning period):
- a. if a temporary or permanent receiver is appointed for the business and/or property of the Supplier; and it should be clarified, in the foregoing events, the Supplier must immediately notify the Tender Holder of such appointment;
 - b. if a temporary or permanent liquidator is appointed for the business and/or property of the Supplier; and it should be clarified, in the foregoing events, the Supplier must immediately notify the Tender Holder of such appointment;
 - c. if a suspension on proceedings order is issued for the Supplier; and it should be clarified that in the foregoing event, the Supplier must immediately notify the Tender Holder of such order;
 - d. if the Supplier ceases to conduct its business for a consecutive period exceeding 30 days; and it should be clarified that in the foregoing event, the Supplier must immediately notify the Tender Holder of such cessation of conduct of business;
 - e. if the Supplier assigned all or part of the agreement to another person, without the consent of the Tender Holder; and it should be clarified that in the foregoing event, the Supplier must immediately notify the Tender Holder of such assignment;
 - f. if the Supplier abandons the performance hereof;
 - g. if the Contracting Authority is in possession of proof, to its satisfaction, that the Supplier or any other person acting in its

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- name or on its behalf gave and/or offered another person a bribe, a gratuity or any benefit in connection with this agreement;
- h. if the Supplier or one of its officer is convicted of an offense that involves ignominy;
 - i. in the case of an accumulation of violations of the standards of service, as set out in section 4.10 of the Tender documents;
 - j. if the manufacturer fails to fulfil the declaration attached as **Appendix 11A** of the Tender documents.
- 18.2. If the Supplier commits a Fundamental Breach hereof, the Tender Holder may, at its discretion, notify the Supplier, in writing, of the discontinuation of the contract with the Supplier or of any part thereof, without warning, and to cancel the agreement. In this section: "Fundamental Breach" – a breach of sections 3-5 and 7-16 hereof.
- 18.3. If the Supplier concludes that there is a probable possibility of its not being able to meet its obligations, in whole or in part, for any reason, or of its not being able to meet the dates and conditions of service, whether it has begun the provision of the requested services or not, then it shall give notice to that effect to the Tender Holder, immediately, orally and by email. If the Supplier gives a said notice to the Tender Holder, then the Tender Holder may, at its discretion, discontinue the contract with the Supplier, in whole or in part, and the provisions of the above section shall apply, *mutatis mutandis*.
- 18.4. Nothing in the provisions of this section shall derogate from the Tender Holder's right to any other remedy hereunder or under any law for the breach, including the right to offset liquidated damages as said in section 4.10 of the Tender documents.
19. **General provisions for any event of termination or cancellation of the agreement**
- 19.1. In the event that the contract between the Tender Holder and the performance Supplier is terminated, each Contracting Authority may elect one of the following options:
- a. to transfer the contract to a framework Supplier ranked at the second place during the competitive request process for the selection of the performance Supplier (hereinafter: "**Alternative performance Supplier**");
 - b. in the context of basket 2 only, the Supplier shall not object to the Tender Holder's contracting directly with the manufacturer or with any person acting on its behalf, for the purpose of the continuation of any of the Services.
- 19.2. In the event of the discontinuation of the contract between the Tender Holder/Contracting Authority and the performance Supplier, a transfer

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of information and data shall be performed, in an orderly manner preventing any damage and/or malfunctions being caused to the Tender Holder/Contracting Authority at the discontinuation of the contract or thereafter, and with the full cooperation of all parties.

- 19.3. The manner of transfer of information upon termination or discontinuation of the contract: the framework Supplier shall deliver to the Tender Holder/Contracting Authority all the information and data, as defined, including all the visual, voice and textual data by the Tender Holder/Contracting Authority the Supplier, or collected by the Supplier during the provision of the Services, in such structure and manner as the Tender Holder/Contracting Authority may request. The Holder/Contracting Authority reserves the right to request to receive the information and data in parts, and in several separate transfers, during the period of the transfer of information and data.
- 19.4. The Supplier shall return to the Holder/Contracting Authority all the files and media files, documents, documentation, clarifications, or any other detail and item, on any media (paper, magnetic or optic media, etc.) relating to the provision of the Services. The Supplier shall deliver all the components of the Service (data, information, documents, etc.) in such a manner that no detail or item that was in the Supplier's possession prior to this agreement remains in its possession.
- 19.5. The Supplier undertakes that it shall not retain any material, information, data or documentation relating to the Holder/Contracting Authority and/or to any person associated with it, subject to the law, and that it shall document the process of disposal of the data and information in its possession.
- 19.6. Provisions on any event of discontinuation of an order placed by the Contracting Authority with the performance Supplier shall be prescribed an individual agreement between each Contracting Authority and the Supplier.
20. **Cumulative remedies**
- 20.1. The remedies, including offset and forfeiture rights, and all the steps that the Tender Holder may take hereunder in response to any breach hereof by the Supplier, are cumulative, and nothing in any provision hereof shall deprive the preclude the Tender Holder's right to any remedy or relief hereunder or under any law.
- 20.2. Without derogating from the rights of the Tender Holder hereunder or under any law, the Tender Holder may offset any amount due to it by the Supplier, including the liquidated damages amount, against any amount owed by the Tender holder to the Supplier.
- 20.3. If the Tender Holder waives its rights following a breach of any of the provision hereof by the Supplier, such waiver shall not be deemed to be

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a waiver with respect to any other breach of the same provision or of another provision.

20.4. Notwithstanding anything provided in any law, the Supplier shall have no right of lien with respect to the equipment/services in its possession.

21. **Waiver**

21.1. No waiver, concession, abstention or extension of time on the part of the Contractual Authority shall be deemed to be a waiver by the Contracting Authority hereunder, nor shall it preclude or constitute estoppel preventing any claim or action brought by it, unless it is made expressly and in writing.

21.2. It is hereby clarified that if one of the parties hereof waives any of its rights hereunder at a certain time, such waiver shall not constitute a precedent the waiver of the same right at any time thereafter, and nothing shall be inferred from such waiver with respect to the other rights and obligations hereunder.

22. **Miscellaneous**

22.1. The address of the Tender Holder: Government Procurement Administration, Netanel Lorech St. 1, Jerusalem

22.2. The address of the Supplier: _____

22.3. Any notice hereunder shall be delivered by registered mail, unless the parties agree otherwise in writing; any notice sent by registered mail as aforesaid shall be deemed to have been received after 3 days from the date of delivery at the post office.

22.4. A receipt bearing the stamp of the Postal Company shall serve as evidence of the date of delivery.

22.5. This agreement constitutes that entire agreement between the parties, and any other agreement or arrangement made prior to the execution hereof is hereby made void.

22.6. Any change to the provisions hereof shall be made with the prior written consent of both parties.

22.7. The parties agree that only the competent courts in the Jerusalem District shall have jurisdiction over any matter arising from or in connection with this agreement, and that this agreement shall be governed by Israeli laws.

22.8. This agreement shall come into effect on the date of execution hereof by the last of both parties' authorized signatories, when adequate funds are available and all the required approvals by the competent or relevant persons at the State authorities are obtained.

In witness whereof the parties have hereunto set their hands:

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The Supplier

The Tender Holder
