

National Israel Police
MATAR / Logistic Support Division
Department of Acquisitions and
Sales
41 Baalei Milacha Street
Ramleh Industrial Zone
Tel: 08-9124439
Fax: 08-9124727
June 26, 2012 (4 Tamuz 5772)

Re: Notice of Publication of Public Tender No. 66-2012

Topic: Sale of Communications Devices and Ancillary Equipment

1. General

- 1.1. The Israel Police wishes to sell the communications equipment that was in its use until early 2012.
- 1.2. The equipment offered for sale includes the following items:
 - 1.2.1. **Communications equipment:** RF equipment (site transmitters and controllers), microwaves, Power supply equipment, and other items.
 - 1.2.2. **Portable analog equipment:** portable communications devices, charges, microphones, batteries, cases, and antennas.
 - 1.2.3. **Fixed/Mobile analog equipment:** mobile communications devices (for vehicles), microphones, speakers, and antennas.
- 1.3. Offerees are advised that the equipment was operable and was in operational use until early January 2012 and was serviced by Motorola throughout the equipment's lifetime.
- 1.4. You are invited to participate in the tender. The tender documents are available against payment of NIS 500 (non-refundable), payable by deposit into Postal Bank account no. 02516-7, including specification of the tender number.

Tender documents will be furnished against presentation of the receipt to the Israel Police, Acquisitions and Sales Department, 41 Baalei Milacha Street, Ramleh Industrial Zone. We emphasize that the receipts of payment are non-transferrable.

2. Key Prequalifying Conditions of the Tender (the complete text appears in tender documents)

- 2.1.** Attach an unconditional, autonomous bank guarantee issued by a bank in Israel, or a guarantee issued by an insurance company that is certified by the Ministry of Treasury for this purpose, or a cashier's check on behalf of the bidder payable to the Israel Police, as collateral to secure compliance with the conditions of the tender, in the amount equal to 5% of the total value of the bid including VAT. The guarantee shall be in effect from the final bid submission date until the date noted in the List of Key Dates (hereinafter, "the Bid Guarantee").

Failure to attach an original guarantee as required will disqualify the bid.

2.2. In the event that the guarantee amount is less than the correct amount for the bidder's total bid, the Police may decide, at its exclusive discretion, on the items to which the partial guarantee applies.

3. **The final bid submission date appears in the List of Key Dates in the tender.**

Bids shall be submitted by placing the bids into the appropriate tender box located at the office of the Acquisitions Department, MATAR Ramleh, 41 Baalei Milacha Street, Ramleh.

4. **Instructions [for Online [submission]]**

4.1. The tender documents are available for perusal on the Israel Police website, at the following address, under the link to Services and Forms: <http://www.police.gov.il>.

4.2. To remove all doubt, the determining format is the format that is furnished to participants by the Acquisitions Department (including any modifications or revisions that apply and are furnished to all parties who purchase the tender documents). The tender [bid] should be submitted exclusively on legally purchased tender documents.

4.3. Please make an effort to purchase the tender documents as early as possible in order to receive updates, if any, on the tender in a timely manner. The Israel Police does not undertake to send updates on the tender to suppliers [sic.] who did not purchase and receive the tender from our office!

5. For additional information, please contact the tender officer, Superintendent Shahar Menashe,

5.1. Tell: 972 + 8 9124457

5.2. email: sm@police.gov.il.

Shaul Cohen, Commander

Head of the Acquisitions and Sales Department

Chairperson of the Tenders Committee

Notice of Publication of Public Tender No. 66-2012

Topic: Sale of Walkie-Talkies and Ancillary Equipment

1. General

- 1.1. The Israel Police (hereinafter, “the Police” or “the INP”) wishes to receive bids for the tender referenced above.
- 1.2. All the documents attached to this tender constitute an integral part thereof and should be considered mutually complementary.
- 1.3. For the bidders’ convenience, a translation of the tender documents into the English language is attached to this tender. **We emphasize that the Hebrew language version is the binding version.**
- 1.4. **List of Key Dates:**

Date	Activity
August 20, 2012	Publication of the advertisement in the press and on the Internet
October 11, 2012	12:00. Final date for submitting clarification questions by bidders
October 30, 2012	12:00 Final date for submitting the bids in the tender box
January 30, 2012	Bid guarantee expiry date

2. General

The INP wishes to sell the communications devices and communications equipment (hereinafter, “the Equipment”) that was in its use until early 2012.

The Equipment offered includes the following items:

2.1. Communications Equipment

5.2.1. RF equipment (site transmitters and controllers), microwaves, Power supply equipment, and other items.

2.2. Portable Analog Equipment

2.2.1. Portable communications devices, charges, microphones, batteries, cases, and antennas.

2.3. Mobile/Fixed Analog Equipment

2.3.1. Mobile communications devices (for vehicles), microphones, speakers, and antennas.

2.4. The bidders are advised that the Equipment was operable and in operational use until early January 2012, and was serviced by Motorola Israel through its entire lifetime.

3. Preliminary Qualifying Conditions for Participating in the Tender

- 3.1. Attachment of an unconditional, autonomous bank guarantee issued by a bank in Israel or a guarantee issued by an insurance company that is certified by the Ministry of Treasury for this purpose, or a cashier's check on behalf of the bidder payable to the Israel Police, as collateral to secure compliance with the terms of the tender, in an amount equal to 5% of the total value of the bid including VAT. The guarantee shall be in effect from the final bid submission date until the date noted in the List of Key Dates (hereinafter, "the Bid Guarantee").
- 3.2. In the event that the guarantee amount is less than the correct amount for the bidder's total bid, the Police may decide, at its exclusive discretion, on the items to which the partial guarantee applies.
- 3.3. Failure to attach an original guarantee as required will cause the bid to be disqualified.

4. The Final Submission Date for the Bids Appears in the List of Key Dates.

The bids should be placed into the appropriate tender box at the office of the Acquisitions Department, MATAR Ramleh, 41 Baalei Milacha Street, Ramleh, as stated in paragraph 9 hereinafter. Write the topic and the tender number on the envelope.

Do not send the bid by fax or mail. Personally place it in the tender box no later than the final bid submission date, as stated in the List of Key of Dates in paragraph 1.4 hereinabove.

5. Site of Delivery of the Equipment

- 5.1. The winning buyers are required to collect the Equipment from the INP warehouses at Beit Dagan and Ramleh.
- 5.2. The Equipment is partly stored in boxes and partly organized on pallets. The winner shall perform all transportation and portage work from the INP warehouses to the winner's vehicles at the winner's expense.
- 5.3. All the winner's employees, including the movers and porters, will be required to undergo a field security check on behalf of the INP and obtain an entry pass to INP installations. Therefore, the winner must submit the details of these individuals (full name and ID number) to the Liaison Department representative, at least 7 days prior to the entry of the employees on the winner's behalf.
- 5.4. The Equipment will be picked up four days after the winner deposits the consideration in respect of the Equipment into the INP's bank account, and after the deposit order is recorded in the INP computers.
- 5.5. The winner must pick up all the Equipment that was awarded to him within 30 calendar days from the notice of the award.
- 5.6. Delays in picking up the Equipment and the sanctions imposed on the winner:
 - 5.6.1. A delay of up to one week – no fine.
 - 5.6.2. A delay of up to three weeks – will lead to a NIS 5,000 fine for each week delayed or any part thereof, beginning from the second week of delay.

5.6.3. A delay of over three weeks will lead to a NIS 10,000 fine for each week delayed, beginning from the first day of delay.

5.6.4. In the event that the winner fails to pick up the Equipment within 90 days from the INP's announcement of his award, the INP may cancel the buyer's award, cash the Guarantee Bid that was attached to the winner's bid, and impose a fine according to the above schedule, in addition to any and all remedy available to the INP by law.

5.6.5. In the event that the winner pays for but fails to pick up the goods he purchased, the INP is not liable for any damage caused to the goods, from the first date on which the winner was obligated to draw the goods from the INP warehouses.

6. Inspecting the Equipment

6.1. Bidders may schedule a visit to the INP warehouses in order to inspect and examine the Equipment. Visits should be scheduled in advance with the Head of the Logistics and Telecommunications Department (MAKASH), Chief Superintendent Doron Biton, at tel: 08-9124221.

6.2. **The Equipment is sold AS IS and the INP is not responsible for the quality or operability of the Equipment.**

6.3. **The bidders are advised that the INP is not obligated to sell the Equipment or any part thereof. A decision regarding the sale shall be made by the INP according to the bids received by the INP in comparison to the item's estimated price.**

7. Various authorizations

7.1. The bidders are advised that use of the communications devices and ancillary equipment in the State of Israel will not be permitted.

7.2. The winner is responsible for obtaining all the approvals and permits from all the relevant authorities that are required by law to export the Equipment from Israel and import it to the country in which it will be used.

8. Scope of the Agreement

8.1. **Bidders may submit a bid to purchase all the items offered for sale, or any part thereof, and may offer to purchase a specific partial quantity of any item for sale.**

8.2. A list of the items for sale and the quantities for sale appears in Appendix B – Price Quote.

8.3. All bids that comply with the terms of this tender shall remain in effect for 90 days from the final bid submission date. The expiry date of the bids submitted in this tender may be extended by an additional 60-day period, with the consent of the parties. In such a case, the bidder will be required to accordingly extend the expiry date of his guarantee. Failure to extend the guarantee will cause the bid to be disqualified.

8.4. The winner undertakes, if so requested by the Client, to enter into an agreement with the Client within 14 days, the terms of which are set forth in this tender. If the winner does not comply with the above undertaking, the Client may cash the Bid Guarantee that the winner attached to his bid

as liquidated damages, in addition to the Client's right to any other remedy available by law in respect of the winner's breach of his obligation.

8.5. The terms of the agreement and the purchase of the goods by the winner in the tender shall conform to the terms of the tender and any clarifications or updates published within the framework of the tender. Bidders' bids shall be considered as having been submitted after bidders reviewed, examined, and agreed to the terms of the tender and to all the remaining documents of this tender.

9. Submitting Bids in the Tender

9.1. Bidders must complete and sign the Price Quote Form attached hereto and marked Appendix B (hereinafter, "the Price Quotes") and place them in a sealed envelope that is free of any identifying details of the bidder, together with all the remaining tender appendices and the completed and signed authorizations required by the tender, and place the envelope into the appropriate tender box at the office of the Acquisitions Department, MATAR Ramleh, 41 Baalei Milacha Street, Ramleh. The topic and number of the tender should be written on the envelope.

9.2. Do not send the bid by mail or fax; Personally place it in the tender box no later than the final bid submission date. Bidder shall attach to the external side of the envelope (or package) a second well-sealed envelope, devoid of any bidder details on the envelope, containing the bidder's name and the details of a contact person on its behalf (name, telephone number, and address) for the purpose of returning the bid if necessary.

9.3. Bids shall be submitted in Israeli currency.

9.4. **Bidders' are advised that the INP does not issues tax invoices and therefore bidders should take into account the implications of this fact on VAT-related issues.**

9.5. **Reservations**: It is hereby emphasized that no stipulation (condition) may be added to any bid, under any circumstances, and no modification may be made to the format of the tender documents furnished by the INP, whether by adding anything to the body of the documents and/or in an accompanying letter, or in any other manner. Reservations such as these may cause a bid to be disqualified. Bidders who wish to express reservations and/or introduce modifications to the tender documents, should address their requests in writing to the INP representative listed in paragraph 14 hereinafter.

9.6. Bidders who believe that the tender documents contain a defect and/or imperfection and/or ambiguity and/or missing information must notify the INP representative in writing pursuant to the provisions of paragraph 14 hereinafter. Failure to do so shall be considered a waiver of any damages or expenses that were or may be consequently incurred by the bidder and the bidder will not be entitled to sue the Client for the same or demand indemnification in respect thereof from the Client, whether or not the bidder was awarded the tender.

10. Documents and Approvals to Be Attached to the Bid

- 10.1. **Appendix A** – Buyer’s declaration
- 10.2. **Appendix B** – Price Quote Form
- 10.3. **Appendix C** – **original** bank guarantee pursuant to the format contained in Appendix C.

To remove all doubt, it is hereby clarified:

- 10.3.1. Personal checks will not be accepted.
- 10.3.2. Insurance company guarantees shall be signed by the insurance company. Guarantees signed by insurance agents will not be accepted.
- 10.3.3. Guarantees will be returned to the bidders (excluding the winning bidder) after a decision of the award is made.
- 10.3.4. The Submission Bid is not required to be linked [to an index]. If the tender documents demand an unlinked guarantee, and a linked guarantee is submitted, such a guarantee will not disqualify the bid.
- 10.3.5. The INP has no objection to issue the demand to cash the guarantee by fax, if the guarantor so demands.
- 10.3.6. According to a Supreme Court ruling, a guarantee whose dates [effective date/ expiration date] are broader than required is considered disqualified. Carefully submit a guarantee that conforms to the required dates.**
- 10.3.7. Do not modify the terms of the guarantee without an explicit instruction by the tender issuer, even if the final submission date is postponed.

All the conditions defined for the bank guarantee, including the attachment of the original guarantee, its expiration date, its unconditional status, et cetera – are material conditions and any deviation from them will cause the bid to be disqualified.

Manner of payment

- 10.4. The winning buyer will transfer the payment for the items he wished to purchase to the INP.
- 10.5. Payment will be deposited in Postal Bank noting the name of the winner and the winner’s identifying number, and the tender number.
- 10.6. Payment shall be made within 30 days of the notice of award.

11. Determining the Winner/s and the Alternates

- 11.1. One or more winners may be determined in this tender.
- 11.2. The INP shall select the combination of bids, of all the bids received, that generates the maximum revenue for the INP.
- 11.3. The INP is not obligated to accept the highest bid or any bid.
- 11.4. The INP reserves its right to divide the award among several buyers.

- 11.5. In the event that the agreement with the winner is cancelled, the INP reserves the right to enter into agreements with another/other winner/s. The additional winner/s undertake to enter into an agreement with the INP, if they are so required, pursuant to the terms of this tender, within three months from the final bid submission date. After this date, any agreement with the additional winner/s is subject to the consent of the parties.
- 11.6. The Tenders Committee may disregard any bidder's reservations concerning the terms of the tender. If the Tenders Committee decides to do so, and the bidder's bid conforms to the terms of the tender, the Committee may determine the bid to be a winning bid on the condition that the bidder retracts his reservations within such period as determined by the Committee, and the bidder affirms his undertaking to comply with all the terms of the tender.
- 11.7. An estimate has been prepared for this tender. It is hereby clarified that the Tenders Committee reserves the right to disqualify bids that deviate upward or downward from the estimate, at its discretion, and the Tenders Committee may under certain circumstances at its exclusive discretion even cancel the entire tender or any part thereof.

12. Remedies

12.1. Violations

- 12.1.1. In any event in which the winner breaches and/or fails to satisfy a condition or provision of this tender and/or fails to fulfill any undertaking pursuant to this tender, the INP may cancel or suspend the agreement with the winner forthwith. The winner undertakes to assume liability and pay damages to the INP and/or any party acting on its behalf, to its full satisfaction, in respect of any damage and/or loss and/or expense of any kind caused to the INP and/or any party acting on its behalf as a result of the breach of the winner's undertakings and/or as a result of any omission related to the performance of its obligations.
- 12.1.2. The INP may set off the value of the damage/loss from the consideration paid by the winner and/or reduce the quantity of items that were awarded and will be given to the winner, without detracting from the right of the INP and/or any party acting on its behalf to any remedy from the winner pursuant to the provisions of the documents of this tender and/or by law.

12.2. Liability for damages

- 12.2.1. The winner shall bear the liability that applies to individuals or companies bylaw in respect of any damage, including bodily injury that is caused by the winner or by its employees or by parties acting on its behalf who are situated in a location that is relevant to the performance of the tender.

12.3. Termination of the agreement

- 12.3.1. In any event in which the company breaches or fails to fulfill any obligation under this tender and such breach is not rectified within 10 days from receiving a written notice of the breach, the INP may terminate the agreement contemplated in this tender without prejudice

to its right to damages in respect of the violation and/or the damage caused to it and/or to any party acting on its behalf, and to any other relief that is available to it under the law.

13. Requests for Clarification

- 13.1. Refer requests for clarification concerning the details of the tender in writing to Superintendent Shahar Menasha as follows:
 - 13.1.1. By email: sm@police.gov.il.
 - 13.1.2. By fax: ++972-8-647-6147
 - 13.1.3. Confirm receipt of the fax or email by telephone: ++972-8-9124457.
- 13.2. Inquiries should include the name of the tender, the number of tender paragraph to which the question refers, the question in detail, the inquirer's name, telephone number, fax number, and email address.
- 13.3. Responses to clarification questions will be sent to all bidders by fax, without specifying the inquirer's name.
- 13.4. To remove all doubt, it is hereby clarified and stressed that the sole determining terms of the tender are the terms set forth in writing, and no oral response is deemed an amendment of or addition to said terms.

Shaul Cohen, Commander

Head of Acquisitions and Sales Department

Tenders Committee Chairperson

Appendix A to Public Tender 66/2012

Att:

Israel National Police

Bidder's Obligations and Affirmations

1. I affirm that I am authorized to sign the bid on behalf of the bidder.
 2. I affirm that I have read and do accept all the terms and conditions of the tender and the tender documents, and they constitute an integral part of my bid.
 3. I confirm that the company meets the preliminary conditions for participation in the tender.
 4. I undertake that when the INP demands, no later than 14 days from the final bid submission date, that I sign an agreement/order (as stated in paragraph 8.4 of the tender) pursuant to the terms of the tender and the details of my bid, I will sign said agreement/or with the INP.
 5. I acknowledge that any breach of may above obligation will entitle the INP to liquidated damages as set forth in paragraph 8.4 of this tender, and to cash the collateral that I gave to secure this obligation of mine.
 6. I hereby grant my consent to the competent INP authority to conduct a field security check as is customarily conducted by the INP regarding myself and/or the bidder, and grant consent to peruse all the relevant information from the Criminal and Intelligence Register, subject to the provisions of the Crime Register and Rehabilitation of Offenders Law.
- I acknowledge that failure to grant the required consent to the above will cause my bid to be disqualified.

Details of the Bidder

<u>Bidder</u>	<u>Authorized Dealer No./Company No.</u>	<u>Tax withheld at source</u> <u>[rate of]</u>
<u>Address</u>	<u>Telephone no.</u>	<u>Fax no.</u>
<u>Name of contact/director</u>	<u>@</u> <u>E MAIL</u>	<u>Mobile phone no.</u>
<u>Name of bidder's authorized signatory</u>	<u>Date</u>	<u>Bidder's signature and seal</u>





Appendix B




Price Quote Form for Public Tender 66/2012

Price quote for purchase of communications equipment:

1. Radio equipment

Part Description	Motorola Part No.	Quantity	Product Picture	Qty requested for purchase	Unit price	Total NIS (Qty x unit price)
Radio site Equipment						
IR QUANTAR FAMILY	T5365	259				
MULTICOUPLER	RMC80018424	100				
COMBINRER	WJD860-5T ALL TYPES	101				
COMBINRER	WJD860-10T ALL TYPES					
MOSCAD	F6900A	74				

Part Description	Motorola Part No.	Quantity	Product Picture	Qty requested for purchase	Unit price	Total NIS (Qty x unit price)
PREMESIS	PRM891830	46				
SMARTIX		77				
POWER SUPPLY		76				
SITE ROUTER		76				
<u>ENERGY</u>			<u>ALL TYPES</u>			
POWER SUPPLY 24V 50A (60A ,90A, 100A)	HPS24V50A- 60A-100A	103				
POWER SUPPLY 48V 50A (25A ,33A)	M110224825					
POWER SUPPLY 50V 25A	HPS50V25A					
EQUIPMEN CABINET	CVHR6286A	41				
Total Radio Equipment						

2. Analog Equipment – Portable and Mobile Radios

Comment: Some radios will be supplied with a case.

Part Description	Motorola Part No.	Quantity	Qty requested for purchase	Unit price	Total NIS (Qty × unit price)
ANALOG PORTABLE RADIOS					
MTS2000 ANALOG MULTI PORTABLE RADIOS	H01UCF6PW1BN JEDI VHF	5426			
MTS2000 ANALOG MULTI PORTABLE RADIOS	H01UCF6PW1BN JEDI UHF	313			
MTS2000 ANALOG MULTI PORTABLE RADIOS	H01UCH6PW1BN HT1000	32			
CHARGE FOR PORTABLE RADIOS					
CHARGE FOR MULTI PORTABLE RADIOS	AT4-2051NPC 6 CELL CHARGER	560			
CHARGE FOR MULTI PORTABLE RADIOS	NTN1179A 1 CELL CHARGER	740			
CHARGE FOR MULTI PORTABLE RADIOS	AT2051NPC 1 CELL FLAT CHARGER	135			
CHARGE FOR MULTI PORTABLE RADIOS	NTN1170- NTN7209 4 CELL FLAT CHARGER	41			
MICROPHONE FOR PORTABLE RADIOS					
MICROPHONE FOR MULTI PORTABLE RADIOS	NMN6191A	2398			
BATTERY FOR PORTABLE RADIOS					
BATTERY FOR MULTI PORTABLE RADIOS		183			
BATTERY FOR MULTI PORTABLE RADIOS	NTN7144CR	4905			
ANTENNA for Portable Radios					
ANTENNA	U038505241	50			
Total of analog portable radios					

3. Analog Equipment – Portable and Mobile Radios

Part Description	Motorola Part No.	Quantity	Qty requested for purchase	Unit price	Total NIS (Qty x unit price)
MOBILE RADIOS					
MAXTRAK ANALOG MULTI SISTEM MOBILE RADIOS	DE5ZX+071W	700			
MCS2000 ANALOG MULTI SISTEM MOBILE RADIOS	M01UGM6PW6BN	4296			
MICROPHONE MOBILE RADIOS					
MICROPHONE FOR MULTI SISTEM MOBILE RADIOS	HMN1056A	3874			
SPEAKER FOR MOBILE RADIOS					
SPEAKER FOR MULTI SISTEM MOBILE RADIOS	HSN-4024A	2399			
OTHER PARTS					
1CELL CAR CHARGER	H1635	134			
Total of analog mobile and portable radios					

Bidder's total bid in respect of the requested equipment: NIS _____

Notes to bid submission:

- Bidders may submit a bid for all items or any part thereof, and may offer to purchase a partial quantity of the offered quantity.
- The bid price is final and includes everything necessary.

Name of the bidder's authorized signatory

Date

Bidder's signature and seal

Appendix C

Format of Tender Guarantee

Name of bank/insurance company _____

Telephone No. _____

Fax No. _____

Letter of Guarantee

Att: Israel National Police

Re: Guarantee No. _____

At the request of _____ (the buyer), we hereby guarantee to you to pay any amount up to NIS _____ (5% of the bid value) that you demand of _____ (hereinafter, "the Debtor") with regards to Tender No. **66 - 2012** for the **sale of communications devices and ancillary equipment.**

We will pay you the above amount within 15 days of the date of your first demand sent to us by registered mail, without you being obligated to specify the reason for your demand and without us making any defense argument to you that might be available with regard to the debt to you, and without you first presenting a demand to the Debtor to settle the aforesaid amount.

This guarantee will remain in effect from _____ until _____.

Any demand pursuant to this guarantee should be referred to the bank branch/insurance company office whose address is _____, bank no. _____, branch no. _____

Address of the bank branch/insurance company _____.

This guarantee is non-transferable.

Date

Full name

Signature and seal