



מדינת ישראל  
State of Israel



Ministry of the Interior  
The Biometric Database Management Authority

September 15<sup>th</sup>, 2013

## **Clarifications for Tender 82/2013 for the Supply of a Biometric Matching System**

### **A. General Clarifications**

#### **1. General**

- 1.1. Pursuant to section 34 of the Tender the following are amendments and clarifications of the Tender Documents.
- 1.2. All capitalized terms in this document shall have the meanings set forth in Appendix A of the Tender.
- 1.3. Each request that has no direct answer in the following answers, will be seen a request that was rejected by the Tender Committee.
- 1.4. The clarifications to the Tender constitute an integral part of the Tender Documents. The Tender and the clarifications are deemed as one document.
  - 1.4.1. In the event of a contradiction between the language of the Tender and the language of the clarifications, an effort shall be made to resolve the contradiction.
  - 1.4.2. In circumstances where it is not possible to resolve such difference, the language of the amended "clean" version of the Tender (which will be provided to the Respondent at the end of the clarification stage) shall prevail.

1.5. An amended version of Tender Documents, containing all the changes and relevant clarifications, and an MS-Word version of the Proposal Forms, has been sent to the Registrant to the Tender concurrently with this clarification document.

**2. Date of Submission**

The Tender Committee has decided to postpone the date of submission. All proposals must be submitted no later than October 7<sup>th</sup>, 2013, 17:00, Israel time.

**3. New Unique Record Price**

3.1. Please note that the Tender Committee is aware of the fact that the scope of this tender is different than the previous tender that was published by PIBA. The Tender Committee does not expect that the NUR-P will necessarily be based on the prices proposed in the previous tender.

**4. Customer's Information**

4.1. The Respondent must specify in the Proposal Form, for each project it presents, the name and contact information of Customer's representative.

4.2. Please see the amended version for further details.

## **B. Response to Questions**

No.	Tender / Appendix	Section	The Question or Request	Response
8.	General	-	The “Dynamic Online Tender” when combined with “Transaction based pricing” when combined with “No guaranteed level of transactions” makes this project non-commercial from the beginning from a supplier point of view. The Tender Committee is kindly asked to conduct the Tender with initial proposal evaluated and scored and with the option to request a Best And Final Offer where that is needed.	<p>The Tender requirements remain as specified.</p> <p>The Israeli Government has conducted several highly complex tenders using a dynamic online tender, which were cost effective both to the Respondents and to the Government.</p>
9.	Appendix B	3.1.1	Will the Supplier be able to access the System?	Please see clarification No. 20 of the August 7 <sup>th</sup> clarification document.
10.	Appendix M	5.3	<p>Please clarify what is the "Israeli Biometric Database project" the section refers to.</p> <p>Please also clarify whether the Authority will be able to use some of the licenses granted as part of</p>	<p>The Israeli Biometric Database project refers to all the actions that are related to or derived from the Law or the Agreement.</p> <p>The Authority will not use any of the</p>

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			the System separately from the System.	licenses granted as part of the System separately from the System. This does not include the Database Licensing, which should be "full use" licensing (please see clarification No. 7 of the clarification document of August 7 <sup>th</sup> ).
11.	Appendix M	18	<p>The Authority should set a different SLA to the fingerprint images that are received from the current enrollment devices used by PIBA.</p> <p>The information provided by the current fingerprints scanners is expected to be incompatible with other scanners.</p>	The request is denied.
12.	Appendix M	32	<p>The Performance Bond should be removed.</p> <p>It is not necessary since</p> <p>1) the third party COTS that will likely be purchased in advance can be used freely</p>	The Performance Bond is an acceptable mechanism which allows the Purchaser to secure the performance of the Supplier's undertaking according to the Agreement. It

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			<p>by the MOI again for other projects.  2) the suppliers fees are paid on a transaction basis.</p>	<p>is standard and common practice in Agreements conducted by the Israeli government.</p> <p>Please note that the Authority shall perform the Agreement in good faith and fair dealing.</p>
13.		33.2	<p>The solution, which is tailor-made to the request of the Authority, can be supplied by our company but with a guarantee for a larger number of New Unique Records. This number of records should reflect the amount of effort and resources that is being invested by the supplier.</p>	<p>The request is denied.</p> <p>The Respondents should propose NUR-P based on the scope and the requirements set forth in this Tender. The Tender Committee does not expect the prices to be identical to the prices proposed in the former tender.</p>
14.	Appendix M	34	<p>Please change the payment milestones, so that the Authority shall purchase 300,000 NUR with the commencement of the Agreement; 800,000 NUR after two years from the commencement of the</p>	<p>The request is denied.</p>

No.	Tender / Appendix	Section	The Question or Request	Response
			Agreement and 1,600,000 NUR four years after the commencement of the Agreement.	
15.	Appendix M	34	Please change the pricing method so that the Authority will pay a fix price for the System.	The request is denied.
16.	Appendix M	Schedule 2	The delivery schedule vis-à-vis the customization Stage is excessively tight for a system which requires customization based on workflow definition, UI design and implementation of customer-specific business processes some of which may need to be further clarified and understood during the project. We request that the Customization Stage will be extended by 60 days.	The Customization Stage will be extended by 45 days. Please see the amended delivery schedule in the amended version of the Tender Documents.