



**Israel National Police
Logistical Support Branch
Purchase and Sales Dept.**

Multi-Threat Body Armor for Patrol Officers

Tender number# 78/2014

October 2014

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The tender document may be used by any entity to which it is given by a representative of the Israel Police for the purpose of making an order to produce and supply items for the Israel Police. It may not be used for any other purpose without the written authorization of the Purchase and Sales Dept.



Israel National Police
National HQ / Logistical Support Branch
Purchase and Sales Dept.
41 Ba'alei Hamelacha St.
Ramle Industrial Area, tel: 08-9124450
Fax: 08-9124271
September 30, 2014

Re: **Notice of Tender no. 78/2014**

Subject: **Supply of multi-threat body armor for patrol officers**

1. General

- 1.1. The Israel National Police (INP) is requesting price quotes for multi-threat bulletproof and stab resistant body armor, as detailed in the tender documents and their appendices, and in the attached technical specification.
- 1.2. The Israel National Police has 15,000 protective vests, the majority of them manufactured over 5 years ago.**
- 1.3. The level of protection required is as detailed in Technical Specification no. 5/2014, attached.
 - 1.3.1. Bullet resistance: NIJ Standard 0101.06, Protection Level II.
 - 1.3.2. Knife stab resistance: NIJ Standard 0115.00, PLI protection level against knives.
- 1.4. In the tender, quality parameters as detailed in the tender documents will also be weighted, in addition to the cost of the vest and its various components.
- 1.5. A suppliers conference will be held after publication of the tender. Participation is not mandatory, but attendance is highly recommended in order to obtain answers to clarification questions.
- 1.6. As one of the conditions of this tender, the INP will be entitled to negotiate with a final group of bidders as determined, subject to Mandatory Tenders Regulation 7.5.1.
- 1.7. You are invited to participate in the tender at hand. The tender document may be purchased for NIS 2,000 (non-refundable), to be deposited in Postal Bank Account no. 025106-7, stating the tender number. Please note, payment for the tender documents cannot be made in our offices. The tender forms will be given, on presentation of the receipt, at the Israel National Police, Purchase and Sales Dept., 41 Ba'alei Hamelacha St., Ramle Industrial Area. In order to receive the tender documents, it is recommended to state the company's licensed business number and/or the company's police number on the payment voucher.

2. Preliminary conditions for participation in the tender:

- 2.1. The bidder's cumulative financial turnover derived from sale of law enforcement support devices/instruments to law enforcement entities (such as: police, army, intelligence entities, and the like) in the years 2011, 2012, and 2013 was greater than NIS 27 million, or US\$7.7 million, or €6.5 million, including VAT.
 - 2.2. The bidder is a manufacturer or the representative of a manufacturer of ballistic panels / body armor approved as meeting the NIJ 101.06 and NIJ 115.00 standards, or the bidder has supplied ballistic body armor / flexible ballistic protection panels that it manufactures to security entities in Israel (the Ministry of Defense, the ISA, the INP, the Prison Service) during the years 2010-2013.
 - 2.3. Attaching an autonomous and unconditional bank guarantee as security for upholding the conditions of the tender, in the amount of NIS 50,000, or US\$14,000 (US dollars), or €10,000 (euro), to be in force as of the last date for submitting bids and until May 2, 2015. Failure to attach a guarantee as required will prevent any deliberation whatsoever regarding the bid.
- 3. The last date for submitting bids is Tuesday, December 2, 2014, at 2 pm.**
 - 4. The period of engagement of the tender is for 24 months + an option for up to 5 additional years.**
- 5. Internet instructions:**
- 5.1. The tender documents can be viewed on the INP website at www.police.gov.il, under the link "Services to citizens", and/or on the website of the Government Procurement Administration at <http://mr.gov.il>, under the link "Ministry tenders".
 - 5.2. The INP does not guarantee that revisions and/or changes to the tender documents will be published on the above websites. It is therefore preferable to purchase the tender documents at an early stage in order to receive updates to the tender on time (if necessary). The INP does not undertake to pass on updates to the tender to suppliers who have not purchased and received the tender in our offices!
 - 5.3. Bids should only be submitted on legally purchased tender documents.
 - 5.4. To preclude doubt, the determining version is the one given to participants by the Purchase and Sales Dept. (including any changes or revisions that may apply and are given, as stated, to those who have purchased the tender documents).
6. For further details, please contact Roei Ikin at tel: 08-9124596, or by e-mail at roee@police.gov.il.

Sincerely,

Shaul Cohen, Cmdr

Chair of Tenders Committee



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Subject: **Supply of multi-threat body armor for patrol officers**

1. General

- 1.1. The Israel National Police (INP) is requesting price quotes for multi-threat bulletproof and stab resistant body armor, as detailed in the tender documents and their appendices, and in the attached technical specification.
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- 1.3. The level of protection required is as detailed in Technical Specification no. 5/2014, attached:
 - 1.3.1. Bullet resistance: NIJ Standard 0101.06, Protection Level II.
 - 1.3.2. Knife stab resistance: NIJ Standard 0115.00, PLI protection level against knives.
- 1.4. In the tender, quality parameters as detailed in the tender documents will also be weighted, in addition to the cost of the vest and its various components.
- 1.5. The winning bidder will be required to sign the attached agreement.
- 1.6. For the convenience of the bidders, the tender documents and specification will be translated into English. It is hereby clarified that in the event of any lack of conformity between the text of the English document and the Hebrew language version, the determining version will be the Hebrew text.
- 1.7. A suppliers conference will be held after publication of the tender. Participation is not mandatory, but attendance is highly recommended in order to obtain answers to clarification questions.
- 1.8. As one of the conditions of this tender, the INP will be entitled to negotiate with a final group of bidders as determined, subject to Mandatory Tenders Regulation 7.5.1.

2. Preliminary conditions for participation in the tender:

- 2.1. The bidder's cumulative financial turnover derived from sale of law enforcement support devices/instruments to law enforcement entities (such as: police, army, intelligence entities, and the like) in the years 2011, 2012, and 2013 was greater than NIS 27 million, or US\$7.7 million, or €6.5 million, including VAT.
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3. The final date for submitting bids is Tuesday, December 2, 2014, at 2 pm.

Bids will be submitted to the relevant tender box in the secretary's office of the Purchase and Sales Dept., National Police HQ Ramle, 41, Ba'alei Hamelacha St., Ramle, as detailed in section 11 of the tender.

4. Period of the engagement

- 4.1. The period of the engagement will be for 24 months, as of the Tenders Committee decision regarding the winning bidder.
- 4.2. The INP retains the right to extend the period of engagement by an additional year or part of it, and up to 5 additional years (the "Option Period").
- 4.3. In the event that the winning bidder is not interested in extending the engagement in the last two years of the Option Period (years 6 and 7 from the start of the engagement), it must inform the qualified entities in the INP of this decision, in writing, 12 months prior to the INP exercising its right to extend the engagement for these years, that is, at the beginning of year 5 of the engagement.
- 4.4. Implementation of the engagement, including the Option Period, will be subject to approval by the Tenders Committee and to delivery of an order signed by the authorized signatories of the INP.

- 4.5. The engagement will be subject to a trial period during the first nine months of supply of the product and provision of the service (the "Trial Period"), in which the products and services supplied by the winning bidder and fulfilment of its other undertakings will be examined. Fulfilment of the supplier's undertakings in full will be a precondition for final implementation of the engagement after the Trial Period. The INP retains the right not to give a final weighting to the engagement with the winning bidder during or at the end of the Trial Period, and in this case, the INP will be entitled to engage with the next appropriate bidder ("Alternative Winner").
- 4.6. The INP may end the engagement, or part of it, at any time before completion of its implementation, for budgetary or special operational considerations, during the initial period of engagement and during the Option Period, for any reason whatsoever, and not by reason of violation by the winning bidder, by sending notice of termination of the engagement to the winning bidder at least 60 days prior to the date of cancellation, and without giving any compensation whatsoever in respect thereof. The winning bidder will act immediately in accordance with the instructions of the notice of termination of the engagement.

5. **General terms:**

- 5.1. Insofar as the supplier offers protective panels / body armor approved by NIJ, the model number of the proposed protective panel or the proposed body armor at the level of protection required (NIJ Standard 0101.06 at protection level II and NIJ Standard 0115.00 at knife stab protection level PL1) must appear on the NIJ website (www.justnet.org), in the two lists of models of protective panels / body armor approved as resistant to stabbing and bullets.
- 5.2. **Representative:** A bidder that is an overseas manufacturer producing multi-threat body armor / protective panels meeting standards NIJ 101.06 and NIJ 0115.00 will appoint an Israeli representative to represent it in responding to the tender, and if it should win, in providing a regular response throughout the period of the engagement. Details of the representative will appear in the manufacturer's declaration in accordance with the form appearing in Appendix I attached.
- 5.3. The manufacturer of the body armor / ballistic panels has a quality assurance array complying with the ISO 9002:2008 standard and approved by a qualified institute in the country of manufacture, and its subcontractors in production of body armor of the model proposed in the tender maintain a quality assurance array complying with the ISO 9002:2008 standard.

5.4. **Place of supply:**

5.4.1. For local supply, the body armor will be supplied to the INP base at Beit Dagan.

5.4.2. For imported supply, ex-works at the manufacturer's factory gate.

5.5. **Supply time:**

5.5.1. For supply to the police warehouse: 60 days from receipt of an order approved by an authorized signatory of the INP.

5.5.2. For imported supply, ex-works: 45 days from receipt of an order approved by an authorized signatory of the INP.

5.6. The supply date for orders from abroad will be considered to be the date the goods are handed over to the responsibility of the INP in accordance with the terms of sale as proposed by the winning bidder. It is emphasized that the INP attributes great importance to the supply dates as given in the tender, and supply on time as stated.

5.7. **To preclude doubt, the above times include the time required for obtaining an export license if necessary!**

5.8. Minimum quantity per order: for the initial order, approximately 500 vests, and for regular orders, approximately 200 vests of different sizes, all subject to the terms of the tender.

5.9. **Suppliers conference:** A suppliers conference will be held on November 3rd 2014 at 10:00 am, in the boardroom of the National Police HQ Ramle, 41, Ba'alei Hamelacha St., Ramle Industrial Area. At the conference, answers will be given to clarification questions with regard to the specifications and the terms of the tender. Participation in the conference is not mandatory, but is highly recommended.

6. **Warranty:**

6.1. The winning bidder guarantees the integrity of the vest and undertakes to maintain and repair it as required during use in field conditions and storage under the conditions detailed in Appendix J below.

6.2. Warranty for a period of at least five years: for the multi-threat protective panel - maintaining the minimum level of ballistic protection and stab resistance required in the tender.

6.3. Warranty for a period of at least two years: the body armor carrier and ballistic panel cover, including:

6.3.1. Strength of sewing to prevent fraying due to use.

- 6.3.2. Reduction in the strength of the fabric, straps, and other materials to the point that they wear out and tears appear.
- 6.3.3. Reduction in the strength of the Velcro fasteners such that they do not connect and/or do not perform their function as planned and required.
- 6.3.4. Change / fading in color in regular use of the vest.
- 6.3.5. Impermeability of the multi-threat panel as required.
- 6.4. Warranty for manufacturing defects (in accordance with Appendix 8 of the Technical Specification) that are not discovered in the acceptance tests:
 - 6.4.1. Should imperfections be found in issues mentioned in the sections above, it is the supplier's responsibility to repair the vests and bring them up to standard for operational use within 25 working days of their return (without financial charge to the INP).
- 6.5. In the event of imperfections in the vests due to improper use or malicious damage, the winning bidder shall not be responsible.

7. Terms of engagement

- 7.1. The price quote in accordance with the terms of this tender will be valid for 150 days from the final date for submitting bids. The validity of bids submitted to the tender may be extended for a further 90 days, by agreement of the parties. In this case, the bidder will be required to extend the validity of its guarantee accordingly, and failure to extend the guarantee may result in disqualification of the bid.
- 7.2. The winning bidder undertakes, if required to do so by the Client, to enter into an engagement within 15 days whose conditions will be as detailed in this tender; should the bidder not comply with the above-mentioned undertaking the Client will be entitled to redeem the security attached to the bid, as detailed in section 2 of the tender, as fixed and pre-determined compensation, in addition to its right to any other relief under the law in respect of breach of the undertaking.
- 7.3. The terms of the engagement with the winner of the tender will be in accordance with the terms of this tender and the terms of the order, which may be examined in our offices. The bidder's bid will be considered to have been made after studying and examining the terms of the tender and/or the order, and all the other documents of this tender, including the attached agreement, and agreeing to them.
- 7.4. If there is an official Israeli standard as defined in the Standards Law 1953 (Hebrew year 5713) concerning the subject of the engagement, the supplier will be required to comply with the standard.

- 7.5. Production of all the permits required under the Public Bodies Transactions Law 1976 (Hebrew year 5736).
- 7.6. Should the bidder consider that there is a flaw and/or defect and/or lack of clarity and/or deficiency in the tender documents, it is its duty to inform the INP representative of this in writing, as stated in section 28. Should the bidder not do so, this will be considered as forfeiting any damage or expense that is or may be caused to it as a consequence, and the bidder will not be entitled to claim or demand indemnification from the Client in respect thereof, whether or not it wins the tender.
- 7.7. If the winning supplier is entitled to any payments whatsoever from the INP but has not given a bank performance guarantee as required, the INP will be entitled to hold back said payments up to the amount of the performance guarantee until it is provided.

8. Ownership of the specification and the tender document

- 8.1. This tender and the attached specification are the intellectual property of the INP, given to the supplier for the purpose of submitting a bid only. They may not be used for any purpose other than drawing up the bid.
- 8.2. The bidder's bid will be considered as a bid given without any commercial or professional secrets, and the bidder is aware that if it is selected as winner its bid will be made available for examination by the participants in the tender.
- 8.3. Should the bidder wish to prevent the examination of certain sections of its bid on the grounds of commercial or professional confidentiality, these sections will be listed on a separate sheet, giving grounds for the claim that they fall into the category of professional secrets. The final decision with regard to preventing the study of sections of the winning bid is at the discretion of the Tenders Committee in all cases. In any event, prices in the bid will not be considered as a commercial or professional secret.
- 8.4. It is emphasized that a bidder requesting that a matter and/or section of its bid be considered as a commercial or professional secret will be prohibited from studying the same matter and/or section of the relevant bids of other bidders, regardless of the decision by the Tenders Committee with regard to its request for confidentiality.
- 8.5. The Tenders Committee will not discuss requests for preventing the study of a bidder's bid on the grounds of commercial or professional confidentiality if the reasons are not given, and/or if there is an all-embracing marking of the bid.

9. **Preference for Israeli-made products:**

- 9.1. In the framework of the price criterion, preference will be given to proposals to purchase Israeli-made goods at a rate of 50% for the body armor cover, in accordance with the Mandatory Tenders Regulations (Preference for Israeli Textile Products and Mandatory Business Cooperation, 1995 (Hebrew year 5755) - hereinafter: the "Regulations"), and at a rate of 15% for the ballistic panels, in accordance with the above Regulations.
- 9.2. A bidder wishing to receive preference as stated, as a condition for receiving said preference, will attach an accountant's confirmation of compliance with the conditions detailed in the Regulations to its bid, relating separately to the cover and the ballistic panels, according to the example in the form attached to the tender. The bidder will also attach confirmation from an accountant detailing the percentage of the Israeli component for each individual item.

10. **The scope of the engagement**

- 10.1. **The INP has approximately 15,000 body armor vests, the majority of them manufactured over 5 years ago.**
- 10.2. **It is hereby clarified that the scope of the engagement detailed above and the planned purchase by the INP are intended solely to provide an indication and reduce uncertainty on the part of the bidders. It is clarified that the quantity of items and services to be ordered in practice will be in accordance with the varying requirements of the INP, as they may be from time to time, and according to purchase orders approved by the authorized signatories of the INP.**
- 10.3. **It is hereby clarified that the quantities given in the tender documents and technical specification are for the purpose of weighting the bids only, and do not represent any undertaking by the INP to order any quantity of goods whatsoever.**
- 10.4. The Ministry of Public Security, and all its units, may enter into an engagement in accordance with the results of this tender and all its terms. The clients will be entitled to expand the supply of services / goods that are the subject of this tender and are directly related and complementary to the tender. The price for the additional services / goods will be determined in accordance with the terms of the tender and/or by negotiation between the parties, providing that the total additional consideration will be no greater than 20% of the annual value of the engagement.
- 10.5. The INP does not undertake to accept the cheapest bid, or to order any bid at all.

- 10.6. The engagement in accordance with this tender will be subject to the financing possibilities and/or budgetary possibilities of the INP; it is agreed that the winning bidder will have no claim in respect of failure to realize the engagement, wholly or in part, due to financial and/or budgetary limitations.

11. **Method of submitting bids:**

- 11.1. Price quotes may be given for local supply and/or imported supply on ex-works terms only, according to the bidder's ability.
- 11.2. Each of the bids submitted must have a price quote for each of the items detailed. A partial bid, in which a price is not given for each of the items, will be disqualified.
- 11.3. Price quotes may be given for items appearing in the optional table, without weighting. These items will not be weighted with the price quote, but should it find the need to purchase them, the INP may, at its discretion, carry out the purchase process in accordance with the bid submitted.
- 11.4. The price quote (in the local supply track or the ex-works import supply track) will relate to a single unit.
- 11.5. The price proposed for the body armor carrier will be constant for all sizes - S, M, L, XL.
- 11.6. Local supply: in this track, goods will be supplied by the bidder to the INP warehouse. Price quotes in this track will be submitted in Israeli currency, inclusive of VAT at a rate of 18%. In addition, in this option all prices offered will be final and will include the cost components and all expenses of any other kind, including taxes, imposts, fees, expenses for insurance, packing, transport, loading, unloading, and delivery at the required end point, laboratory testing if necessary, and so forth, all as detailed in this tender and its appendices.
- 11.7. **Ex-works import supply:**
- 11.7.1. With regard to any bids submitted in an ex-works import track, the type of currency must be stated.
- 11.7.2. A declaration must be attached to bids in the import track with regard to the attachment of a US Certificate of Origin or Eur 1 market form for the imported goods. If a declaration as stated above is not attached, the bid will be weighted with the addition of the tax costs due to failure to attach this form (in the event that there is a Customs separation).

- 11.7.3. If the goods arrive without the above-mentioned forms and in contravention of the declaration attached to the bid, the bidder will be charged for the import costs that need to be paid as a result of failure to attach the form.
- 11.7.4. All prices offered will be final and will include the cost components and all expenses of any other kind, including taxes, imposts, fees, expenses for insurance, packing, transport, loading, unloading, and delivery at the required end point, laboratory testing if necessary, and so forth, all as detailed in this tender and its appendices.
- 11.8. The bidder must submit a complete bid for the ten sections as detailed in Table 1 of the price quote form (Appendix B attached), as follows:
- 11.8.1. **Cost of external carrier for the multi-threat body armor (same price for carrier in all sizes, S, M, L, XL).**
 - 11.8.2. **Cost of front and back ballistic panel for each size separately.**
 - 11.8.3. **Cost of side ballistic panel (same price for all sizes, S, M, L, XL).**
- 11.9. A partial quote that does not include the ten sections above will be disqualified.
- 11.10. The cost paid for a multi-threat body armor vest for the purpose of issuing an order will be calculated by adding the cost of the external carrier and the cost of the front + back + 2 side ballistic panels for each size, according to the price quote offered by the bidder in its bid for the tender. In addition, there will be an option to purchase ballistic panels and body armor carriers separately in different sizes, as necessary.
- 11.11. The cost of the body armor will include a warranty as detailed in section 6 of the tender.
- 11.12. Only body armor complying with the requirements of the attached technical specification should be offered.
- 11.13. The bidder may submit more than one bid (such as: body armor with the minimum properties and requirements of the tender, and body armor with properties that exceed the minimum requirements, and/or from different manufacturers), as well as by means of the import track and locally supplied body armor, on condition that each bid is submitted separately and includes sample vests as required. **In any case, a bidder submitting more than one bid will attach only one guarantee to its bid.**
- 11.14. The bidder must fill out the price quote form attached as Appendix B (hereinafter: the "Price Quote"), sign it, and deliver it in a sealed envelope without any details identifying the bidder, together with all the other appendices of the tender and permits required by the tender, completed and signed, to the relevant tender box in the secretary's office of the Purchase and Sales Dept., National Police HQ, room 01-013,

at 41 Ba'alei Hamelacha St., Ramle. The subject and number of the tender should be written on the envelope. The bid should not be sent by mail / fax, but placed personally in the tender box by the final date for submitting bids.

- 11.15. On the outside of the envelope (or package), the bidder will attach an additional, well-sealed envelope, without the bidder's details appearing on it, containing the name of the bidder and details of the bidder's contact person (name, telephone number, and address) for returning the bid if necessary.
- 11.16. The price quote for locally supplied vests / ballistic panels will be for a single unit, in new Israeli shekels, including VAT at a rate of 18%. The price quote for imported vests / ballistic panels will be for a single unit, in foreign currency, without VAT. In either case, all prices offered will be final and will include the cost components and all direct and indirect expenses of any other kind, including taxes, imposts, fees, insurance expenses, packing, transport, loading, unloading, and delivery at the required end point, and so forth.
- 11.17. The price quote will include the cost of all inspections required by the technical specification and the tender, and the production of compatibility reports and required documents, the supply of samples in the required quantity at all stages, testing and approval processes, and any other matter required in the specification, all as detailed in this tender and its appendices; no additional payment will be made unless explicitly stated otherwise in the tender documents.
- 11.18. The winning price quote will be valid throughout the period of the tender.
- 11.19. Any change to the rate of VAT will result in an adjustment of the payment in accordance with the revised VAT rate.
- 11.20. For the purpose of analysis and weighting of the quality data: the bidder must fill out the table in the attached Appendix B-1 with regard to the properties and performance with which the proposed body armor complies, and sign a declaration attesting to the correctness of the information provided as detailed in section 18 below.
- 11.21. Stipulations: no changes may be made to the form of the tender documents provided by the INP, and no stipulations may be made with regard to the requirements of the specification documents, whether by addition in the body of the documents and/or in an accompanying letter or in any other way; stipulations of this kind may lead to disqualification. Bidders wishing to express any kind of qualification and/or make any change to the tender documents should address their request in writing to the INP representative as detailed in section 28.

12. Method of comparing quotes using the import method: Quotes submitted using the ex-works import method and in different currencies will be compared as detailed below:

12.1. Comparison of the quotes will be according to the official Bank of Israel exchange rate in force on the final date for submission of bids.

12.2. When comparing the bids, the following parameters will be added to ex-works import bids:

12.2.1. Transportation costs for importing the goods to Israel according to the terms of sale with the addition of 6% on the price quote.

12.2.2. VAT at a rate of 18% as required by law will be added to the calculation of the price quote.

12.3. Below is the calculation formula for comparison of the import price:

$(\text{Price of goods in foreign currency}) \times (\text{exchange rate}) \times (1+6\% \text{ cost of transport}) \times (1+\text{rate of VAT})$

13. The following forms/permits should be attached to the bid:

13.1. Appendix A - The bidder's undertakings and declarations for tender no. 78/2014.

13.2. Appendix B - Price quote form (including options).

13.3. Appendix B-1 - Table of properties and performance of the proposed body armor beyond the requirements of the technical specifications, and the manufacturer's declaration of verification of the data in the table.

13.4. Appendix C - Details of the bidder's sales between 2010 and 2013, as required in section 2 above.

13.5. Appendix D - Original bank guarantee as required in section 2 of the tender, and in the form attached as Appendix D; to preclude doubt, it is clarified as follows:

13.5.1. Failure to attach an original bank guarantee as required will lead to cancellation of the bid.

13.5.2. The guarantee that is submitted must be valid until the date set out in the preliminary conditions; a guarantee that is valid later than that required in the preliminary conditions, or a guarantee in an amount other than that required in the preliminary conditions, even if it benefits the author of the tender, is liable to lead to disqualification of the bid.

13.5.3. The guarantees will be returned to the bidders (other than the winner of the tender and the bidder ranked in second place) after a decision is taken with regard to the winner.

13.5.4. The submission guarantee does not have to be linked (to VAT or currency).

- 13.5.5. If the tender documents require an unlinked guarantee and a linked guarantee is submitted, this will not disqualify the bid.
- 13.5.6. The INP has no objection to presentation of a demand for exercise of the guarantee being made in a manner other than by fax or e-mail, if required by the guaranteeing bank.
- 13.5.7. **The period of the guarantee may not be changed without receiving an explicit, written instruction to do so from the author of the tender, even in the event that the final date for submitting price quotes is postponed.**
- 13.5.8. Bidders who so wish may provide the author of the tender (ensuring that the document has been received) with a draft of the guarantee that they intend to attach to the tender, up to 10 days prior to the final date for submission of bids, in order to receive approval for the form of the guarantee. Said approval will be given to the bidders within three days of the date of receipt (excluding Fridays, Saturdays, and Jewish holidays). In any event, the guarantee examined for compliance with the threshold terms will be the original guarantee attached to the tender documents. It is clarified that guarantee documents will not be accepted for prior approval after the date set out above.

All the conditions set out with regard to the bank guarantee, for example: attaching the original guarantee, the end of the guarantee period, the amount guaranteed, the unconditional nature of the guarantee, and so forth, are substantive conditions and deviation from them will result in disqualification of the bid.

- 13.6. Appendix F - Confirmation from an accountant in the matter of preferring Israeli made products (where relevant), for textile and ballistic panels separately.
- 13.7. Appendix G - The attached bank account credit form, filled out and signed by the bank or by an accountant.
- 13.8. Appendix H - Confirmation from an accountant with regard to the preliminary condition of financial turnover in a particular field of the bidder's operations as required in section 2 above.
- 13.9. Appendix I - A bidder that is a representative of the foreign manufacturer of ballistic panels assembled in the proposed body armor that comply with NIJ standards will attach the manufacturer's authorization of sale in Israel and confirmation with regard to the warranty and maintenance of the proposed products, and the manufacturer's personal undertaking to provide maintenance services for the ballistic panels / body

armor if necessary, as appearing in section 7 above and in the specification, and in accordance with the form of the attached Appendix I.

- 13.10. Appendix J - The bidder's declaration of compliance with the threshold terms of financial turnover as required in section 2 above.
- 13.11. A bidder that is a manufacturer or representative of a manufacturer of NIJ-approved ballistic panels - mention of the model numbers approved by NIJ as stated in section 5.1 above.
- 13.12. For body armor with ballistic panels that are not NIJ-approved: the bidder's declaration and confirmation by an accountant of the fact that the bidder has supplied ballistic body armor of its manufacture to security entities in Israel (Ministry of Defense, ISA, the INP, the Prisons Service) during the years 2010-2013.
- 13.13. Certificates and declarations required by the Public Bodies (Transactions) Law (Enforcing Bookkeeping, Payment of Tax Debts, Minimum Wage, and Legal Employment of Foreign Workers), 1976, (Hebrew year 5736).
- 13.14. Notwithstanding the requirement to attach all the certificates and documents to the bid, the Tenders Committee will be entitled to enable bidders to complete their production, with the exception of the bank guarantee and price quote form, within a period of time to be determined, providing that a clarification of the missing certificates and/or documents shows that they did exist and were valid at the time of submission of the bid as required in the terms of the tender.

14. Attaching certificates, product data, examples, and laboratory tests

- 14.1. The bidder will attach the following documents and examples to its commercial bid:
 - 14.1.1. A valid certificate confirming that the manufacturer of the ballistic panels maintains a quality assurance array in accordance with the ISO 9002:2008 standard and is approved by the qualified institute in the country of manufacture.
 - 14.1.2. The bidder's declaration that the body armor that it is offering in the framework of the tender meets all the requirements of the technical specification of the INP.
- 14.2. The bidder will attach details of a contact person on its behalf (a project manager who must speak Hebrew and English fluently) who will accompany the technical aspects of performance of the work until its completion.

- 14.3. The bidder will give details of the NIJ-approved laboratory for performing acceptance tests in which the bidder, should it win, intends to perform the required acceptance tests in accordance with the requirements of section 14.2.4.2 of the specification.
- 14.4. In a document accompanying its bid, the bidder will detail the subcontractors participating in the production process of the body armor, in addition to the manufacturer itself.
- 14.5. **The bidder will attach a detailed technical proposal that will include:**
 - 14.5.1. A verbal description of the proposed body armor and/or ballistic panels and their properties, and full technical data regarding the parts of the body armor, and also of the accessories presented as examples only, for which there are no specific requirements in the specification.
 - 14.5.2. Full details and documentation of the technical data of the fabric of the body armor carrier and ballistic panel cover, and all types of protective panels making up the multi-threat panels (ballistic and stab resistant), including:
 - 14.5.2.1. Trade name and notation of type (if any).
 - 14.5.2.2. Manufacturer's name and place of manufacture.
 - 14.5.2.3. Origin of purchase (of the raw materials).
 - 14.5.3. Details of the technical data of all the materials used in production of the body armor.
 - 14.5.4. Details of the arrangement and composition of the ballistic panels in the multi-threat body armor (ballistic and stab resistant panels), including data such as arrangement of the panels for each type of panel, thickness of the panel, density of stitches, etc.
 - 14.5.5. For body armor models with protective panels produced by a NIJ-approved manufacturer: attaching all the reports approving the ballistic panels by NIJ as compliant with the NIJ 101.06 and NIJ 0115.00 standards.
 - 14.5.6. For body armor models produced by a manufacturer without NIJ approval: full details of the ballistic and stab resistance reports from a laboratory, confirming that the proposed model/s of multi-threat body armor comply with all the requirements set out in the technical specification (sections 6 to 9 and Appendix 1 to the technical specification).

14.6. Providing samples with the price quote

- 14.6.1. The vests given to the INP as samples for the purpose of participating in the tender will be in their final configuration and will comply in full with the requirements of the technical specification.
- 14.6.2. The vests are to be provided without payment, as required: a total of four multi-threat body armor vests (one for each size: small, medium, large, extra-large).
- 14.6.3. Samples of the winning bidder's vests will not be returned and will be used by the INP for comparison in the course of the process.

14.7. Keeping and returning samples

- 14.7.1. After deciding on the winner, the INP will return the samples attached to the prices quotes to the other bidders (if they have not undergone destructive testing), as well as the submission guarantees. The samples and submission guarantees given by the winning bidder and by the bidder ranked in second place will remain in the possession of the INP for the purpose of deciding the Alternative Winner.
- 14.7.2. The INP will be entitled to ask the winning bidder and the bidder ranked in second place to extend the validity of the submission guarantee insofar as there is a need for this; failure to extend the guarantee may result in disqualification of the bid.
- 14.7.3. The INP may keep the samples of the bidder ranked in second place for a period of 120 additional days after determination of the winner. After this date, if the winner has successfully passed the acceptance tests (as detailed below), the INP will return the samples to the second bidder (if they have not undergone destructive testing).
- 14.7.4. **The INP may ask the bidder ranked in second place to extend the time it keeps the samples given by an additional 90 days, and receive its consent for this.**

15. Preliminary tests

15.1. The INP retains the right:

- 15.1.1. To require bidders to submit any additional information verifying the requirements of the tender, the specification, and the bidder's bid within 5 days of the date of request, including various certificates, laboratory test results, catalogues, client list, etc.
- 15.1.2. To check the bidder's ability to meet the requirements of the tender and the specification, including testing samples, visiting the factory of the manufacturer / supplier of the items to learn about the nature and quality of the items in accordance with the requirements of the INP. The INP will be entitled not to accept the bid of a bidder that does not meet the requirements of the tender and the technical specification.
- 15.1.3. To require the bidder to present confirmation from qualified testing institutes that the proposed products meet the requirements of the technical specification.
- 15.1.4. To check the proposed body armor by means of destructive tests that include, among other things, environmental conditions, shooting and stabbing.
- 15.1.5. The INP will retain the right not to consider the bid of a bidder that has not submitted the samples required in the period of time required by the tender, or whose samples fail in the testing process.

15.2. It is emphasized that the bidder must attach all the certificates, declarations and reports required for examination of its bid; the INP will be entitled not to consider the bid of a bidder that does not submit the samples required in the period of time required and/or has not produced the certificates required by the defined date. The INP will also be entitled not to ask the bidder to complete the material required.

15.3. In any event of failure to comply with and/or deviation from the data and declarations that the winning bidder has given in the framework of the tender (on the basis of which its win has been determined), a clarification process will be carried out with the winning bidder. Should the bidder fail to prove that it complies with the requirements, disqualification and termination of the engagement will be recommended, and all the INP's expenses, direct and indirect, in respect of the bidder's failure to comply with the requirements will be at its expense and will be deducted from the bank guarantee given to the INP, without detracting from the right of the INP to any additional relief under any law.

15.4. In the event of disqualification of the winner's bid, the INP may turn to the bidder whose bid was ranked in second place and carry out a process of inspection as detailed above.

16. General notes to the tender process

- 16.1. The bidder must study the documents addressed to it carefully, and examine its ability to offer body armor complying with the properties and performance required in the technical specifications, and to guarantee supply within the timetables detailed in section 20 below.
- 16.2. The INP retains the right not to take into consideration bids from bidders that might not meet the timetables detailed in the RFP; any stipulations regarding the timetables should be passed on prior to the final date for submission of bids.
- 16.3. In the event of any lack of correlation between the sample and the written material, the sample will be the deciding factor.
- 16.4. In each of the stages in the process of approval of the body armor, the INP / MAFAT representative may, at his discretion, arrange a professional visit to the manufacturer's plant.
- 16.5. All the costs involved in performing the tests will be at the bidder's expense, including the cost of laboratory testing, the cost of the vests required as samples for testing, transporting the vests to the laboratory, and any other direct and/or indirect costs.
- 16.6. In all the stages described below, should the winner fail to pass the tests and its proposal be disqualified, the INP may start the process with the bidder ranked in second place, and so forth until a winner is decided.
- 16.7. The professional entity accompanying the entire process of tests, examinations and approvals on behalf of the INP is MAFAT. The professional entity will be entitled to disqualify proposed vests that do not meet the requirements of the specification or pass the various tests, after giving grounds for its decision in writing.
- 16.8. The INP / MAFAT alone may waive the test/s (examinations) detailed in the technical specification if it is technically proved that the test is superfluous and/or does not contribute to knowledge and/or to proving the requested ability. Any relinquishment of a required test / examination will be explained and documented in writing.
- 16.9. In the event of technical / professional disagreements relating to the technical specification, and to compliance of the proposed item with the requirements of the tender and the technical specification, the arbitrator whose decision will be accepted by both parties is: the IDF / Logistic Support Dept. / Head of Personal Protection Division.

17. Method of determining the winner and the Alternative Winner

17.1. Checking documents and products at the stage of examining the bids:

17.1.1. The INP professional team will examine the price quotes and the technical material submitted, and compliance with the technical specifications. Compliance with the preliminary conditions of the tender will be examined, as well as external inspections of the vests submitted, correlation of the documents with the products, checking laboratory reports for the proposed vests, and so on.

17.1.2. At this stage, the documents and laboratory certificates of ballistic tests and stab resistance tests performed by the bidder in accordance with the conditions defined in the technical specification will be examined. For bidders offering ballistic panels / body armor with NIJ standards - examination of the relevant NIJ approvals.

17.1.3. Bids that meet the preliminary conditions and other requirements of the tender and the technical specification will be ranked according to the price submitted, taking into account preference for Israeli-made products where relevant, and the five top-ranked (cheapest) bids will go on to the stage of comfort and functionality trials.

17.2. Performance of trials for properties of comfort and functionality:

17.2.1. In the framework of the trials, the comfort and functionality of the vests will be examined as detailed in Appendix 6 to the technical specification.

17.2.2. The results of the comfort and functionality trial will be taken into account as part of the quality weighting for determination of the winner, together with the other parameters detailed in the table of quality scoring in section 18.10 of the tender. A weighted passing score will be a score of 7.5 and above, or at least 80% of the score of the vest receiving the highest quality score, the lower of these two. Scoring for the trial will be calculate by the rule of three, where the vest receiving the highest weighted score receives full points in section 5 in the quality table.

17.3. Weighting and ranking of the bids:

17.3.1. The bids submitted will be weighted according to the weighting key detailed in section 18 below.

17.3.2. The bids will be ranked in descending order, and the three highest-ranked bids will continue, at the discretion of the Tenders Committee, to the stage of negotiation in the committee.

- 17.3.3. In the framework of the negotiations, each of the three bidders will be invited separately to present their bid and explain the costing structure, presenting alternatives to "expensive" components, and presenting additional components that they consider necessary to enable reduction of the production cost and/or improvement of the product.
- 17.3.4. The INP may contact the leading bidder in order to make the necessary changes to sections examined in the comfort and functionality trial in which an unsatisfactory score was obtained, at the decision of the professional entity in the INP, where these changes will not lead to a change in the price of the vest / ballistic panels as proposed in the price quote.
- 17.3.5. After this request and with its agreement, the leading bidder will collect the vests in order to make the changes, and after the necessary changes have been made, will return them within 14 working days for an additional trial of comfort and functionality of the amended vests.
- 17.3.6. On completion of the negotiation process with the three bidders that have reached this stage, the INP will be entitled to revise and clarify its requirements (in writing) and enable all the bidders participating in the negotiation stage to submit a revised bid (technical and financial) on the basis of the revised requirements.
- 17.3.7. The revised bid following this process that complies with the conditions of the tender and the technical specification and has the highest weighted score will be determined as the winner, subject to approval of the INP Tenders Committee.
- 17.3.8. The bidder whose bid has been ranked in second place will be determined as Alternative Winner of the tender, with the approval of the Tenders Committee.
- 17.9. The winner will be required to give the INP / MAFAT representative a copy of an order from an approved laboratory that is intended to perform the acceptance tests in accordance with the requirements of the technical specification of the INP, for consecutive dates that have been defined and agreed in advance with the INP / MAFAT representative, within 7 working days abroad of notification of its win.

18. Method of weighting the bids

- 18.1. The bids will be ranked (arranged in descending order) after weighting the price quotes and quality of the proposed vests, according to the following weighting:
 - 18.1.1. Price quote - 60%
 - 18.1.2. Quality - 40%
- 18.2. Bids will be weighted according to the following stages:
 - 18.2.1. Weighting of price quote (P) - 60 points: Will be the sum of multiplying the proposed price per item by the number noted alongside each item on the price quote form, respectively. The lowest total bid will receive full points, the other bids will receive points on a relative basis according to the rule of three formula.
 - 18.2.2. Cumulative quality score (Q) - 40 points: the quality score for the proposed items will be given according to the bonus table detailed below in section 18.10, and after performance of the comfort and functionality trial.
 - 18.2.3. Weighted score: to be calculated for each bidder after adding the total points of the price quote (P) and the total cumulative quality score (Q).
 - 18.2.4. Ranking of the bids: the bids will be ranked by their weighted score (P+Q), in descending order.
- 18.3. The requirements in the quality table below are higher than the requirements of the technical specification. It is clarified that a quality score will only be given to body armor meeting the requirements detailed in the table (which are in excess of the requirements of the specification); a bidder whose bid meets the requirements of the specification only and no more will not receive points in respect of quality.
- 18.4. The bidder must fill out the table in the attached Appendix B-1 with regard to the properties and performance with which the proposed body armor complies. Should the vests conform to the properties and performance appearing in the table, the bidder will mark an X in the Conforms column, and if they do not conform to the properties in performance appearing in the table, the bidder will mark an X in the Doesn't Conform column.
- 18.5. In the column "See section in the bid / laboratory documents / reports / diagrams proving compliance with property / performance", the bidder should give a reference to the relevant section in the required documents.
- 18.6. In the attached Appendix B-1, the bidder must complete and sign a declaration regarding the correctness of the information given and filled out in the table.
- 18.7. The bidder's quality bid will only be weighted together with the quantitative price quote if that required in Appendix B-1 has been appropriately completed and declared.

18.8. Declaration and/or completion of any particular section in the quality table and/or completion of the entire quality table that has been made in an incorrect manner will not disqualify the price quote as a whole, but the entire section and/or table will not be weighted when giving quality points, and the bidder's quality score will be weighted accordingly or not taken into consideration at all.

18.9. If, at the stage of testing the samples as described above, it is found that the vests do not conform to the bidder's declaration, the bidder will not receive quality points for these sections and the INP will be entitled, at its discretion, to redeem the guarantee submitted by the bidder for the tender.

18.10. Table of quality points for body armor:

No.	Properties and performance	Comments	Points
1.	The proposed ballistic panels / vests are approved under the NIJ 0101.06 and NIJ 0115.00 standards		10
2.	Stab resistance at level PL2 at a weight that does not exceed the permitted weight in the technical specification		3
3.	The proposed ballistic panel is a single panel providing ballistic protection and stab resistance		2
4.	The maximum weight of the multi-threat panels is less than 7 kg/m ²		3
5.	Ergonomic testing (compatibility testing in accordance with Appendix 6 to the technical specification)	Relative score according to rule of three	22
Maximum possible technical evaluation total score			40

19. Production stage:

19.1. Approval of model prior to production

- 19.1.1. Prior to receiving authorization for production of a series of vests, the winner will submit 4 complete vests to the INP / MAFAT representative (at its expense) for compatibility testing, one of each size, as well as the documents required in accordance with section 14 of the specification.
- 19.1.2. The sample vests and documents will be tested by the INP representative, and if they comply with the requirements described above, they will be considered "approved samples" for comparison and will remain in the possession of the INP / MAFAT.
- 19.1.3. As decided by MAFAT / the head of the project, and at their discretion, the following actions will be performed prior to the start of serial production of the vests:
 - 19.1.3.1. A professional visit to the manufacturer's plant to check professional and administrative aspects.
 - 19.1.3.2. The establishment of working contacts with professional entities at the plant.
 - 19.1.3.3. Inspection of the quality control array.
 - 19.1.3.4. Inspection of the planned serial production line and process, and its compliance with the requirements of the technical specification.
- 19.1.4. All arrangements and authorizations relating to the working visit to the plant by the INP / MAFAT representative will be at the responsibility of the winning bidder.
- 19.1.5. The winning bidder will request approval by the laboratory for the permanent presence of an INP / MAFAT representative throughout the period of performance of the acceptance tests.
- 19.1.6. Serial production will start only after written authorization is given by the INP / MAFAT, and will be implemented by the manufacturer / the winning bidder (if the winner does not own its own production plant), in accordance with the requirements of the technical specification, stage by stage, in professional cooperation with the INP as may be required.

19.2. Acceptance tests:

- 19.2.1. After production, textile, ballistic and stab resistance acceptance tests will be performed.
- 19.2.2. Documentation and certificates as detailed in section 14.2.1.6 and Appendix 1 to the attached specification must be submitted.

- 19.2.3. Textile acceptance tests as defined in section 14.2.5 of the specification.
- 19.2.4. Ballistic and stab resistance acceptance tests (as detailed in section 14.2 of the technical specification) according to the relevant NIJ standards and in the laboratories defined in Appendix 5 to the attached technical specification.
- 19.2.5. Acceptance tests will be performed while the entire batch of vests in the order is in the manufacturer's plant.
- 19.2.6. The cost of the batch of vests taken for the sample acceptance testing will be at the expense of the INP; the cost of the required laboratory tests will be at the expense of the winning bidder.
- 19.2.7. After successfully passing the tests, as decided by the INP representative, the winner will be authorized to supply the vests to the INP warehouse.

19.3. Failure of acceptance tests

- 19.3.1. If the results of the acceptance tests are negative (failure to meet the requirements of the technical specifications), delivery of the vests will be rejected and the reasons for the problem will be investigated. The winning bidder will be required to correct the defect / source of the failure, and this will be documented in reports to be submitted by the winning supplier to the INP / MAFAT as detailed in section 14.2.6 of the technical specification.
- 19.3.2. The winning bidder will be required to submit an additional batch of vests, in accordance with the terms of the order. There will be only one further option of submitting an additional production batch, and should this batch too be rejected this will lead to disqualification of the bidder's win of the tender. The acceptance tests for the additional batch of vests will be performed identically in terms of the process and the laboratory in which the first acceptance tests were performed.
- 19.3.3. The INP / MAPAT may waive the test/s detailed in the technical specification, if it is technically proved that the test is superfluous and/or does not contribute to knowledge and/or to proving the requested ability.
- 19.3.4. In the event of failure in the acceptance tests, the cost of the vests taken as a sample in the rejected batch and the cost of the tests will be at the expense of the winning bidder.
- 19.3.5. It is hereby clarified that if the winning bidder is disqualified, the INP will be entitled to perform the test process described above with the Alternative Winner until it is determined as winner of the tender.

20. Timetables

- 20.1. To preclude doubt, below are the timetables and stages of the tender process:
- 20.1.1. Submission of bids, including "samples", by the final date for submission of bids - approximately 60 days from the date of publication.
 - 20.1.2. Weighting and ranking the bids, including performing a trial for properties of comfort and functionality of the samples and determining the final group of bidders - by the INP.
 - 20.1.3. Negotiation with the final group of bidders (at the discretion of the INP and with the approval of the Tenders Committee), receiving revised bids, and determining the winner by decision of the Tenders Committee - by the INP.
 - 20.1.4. Issuing a purchase order for the first production batch - by the INP.
 - 20.1.5. Approval of samples before production - by the INP.
 - 20.1.6. Production of the first series - within 45 working days of approval of the samples before production.
 - 20.1.7. Acceptance tests in approved laboratories - approximately 14 days from receipt of the approved samples.
 - 20.1.8. Supply of the first production batch - 21 working days from successfully passing the acceptance tests.

21. Performance guarantee after determination of the winner:

- 21.1. The winner will be required to produce an autonomous, linked, and unconditional bank guarantee in the amount of 5% of the value of the engagement, to guarantee the undertakings of the winning bidder under this tender, including to cover damages and expenses of the INP for any reason whatsoever due to breach of the winner's undertakings under this tender, and/or the compensation to which the INP is entitled in respect of said breach. The guarantee will be valid up to 60 days after the end of the period of engagement, including the Option Period. It is emphasized that the provision of a performance guarantee that includes the Option Period is only for the convenience of the INP, and providing a guarantee for the entire period of the engagement including the Option Period does not represent an undertaking of any kind on the part of the INP with regard to exercise of the option right, wholly or in part.
- 21.2. To preclude doubt, the amount of the guarantee will not serve as a limit or maximum for the winner's undertakings and liabilities under this tender. Exercise of the guarantee will not derogate from the responsibility of the winner and/or the reliefs available to the INP

under this tender and under any law, and execution of the guarantee does not represent cancellation of the engagement by the INP.

- 21.3. After execution of the guarantee, wholly or in part, as detailed above, the INP may require a new guarantee in an amount to be determined by it, and the winner undertakes to produce such a guarantee. All expenses and everything involved in respect of the guarantee will apply to the winner.
- 21.4. The INP retains the right, at its sole discretion, to reduce the amount of the performance guarantee required in the course of the engagement according to the level of services and products supplied by the winner.

22. Linkage conditions:

- 22.1. The prices set out in the price quote will be linked to the price index as detailed in the attached Linkage Appendix E.
- 22.2. Bidders that wish to do so may offer a different linkage bundle, up to 14 days before the final date for submitting bids. The INP representatives, at their discretion, will decide whether to approve the requested linkage bundle. Should the INP approve a change to the linkage mechanism, a revision to the tender will be issued.

23. Method of submitting an invoice and payment terms:

- 23.1. The winning supplier will give the INP a single summary invoice at the beginning of the month in respect of goods supplied in the previous month; the invoice should state the order number, month of service, delivery note, police catalogue number of the item, supplier's catalogue number of the proposed item, manufacturer's number of the proposed item (PN), manufacturer's name, description of the goods / service, and any additional or other detail relevant to calculation of payment for the invoice.
- 23.2. **For local supply:** the winning supplier will give the INP a single summary invoice at the beginning of the month in respect of goods supplied in the previous month; the invoice should state the order number, month of service, delivery note, police catalogue number of the item, supplier's catalogue number of the proposed item, manufacturer's number of the proposed item (PN), manufacturer's name, description of the goods / service, and any additional or other relevant detail for calculating payment for the invoice.
- 23.3. **For import supply:** payment will be made through the Bank of Israel in foreign currency, directly to the manufacturer's account overseas, according to the price and currency given in the price quotes and the supplier's bank details as given by the bidder (the foreign

currency exchange rate will be determined according to the rates given on the date of payment). **Suppliers should note that the INP will not make payments in NIS for bids given under import conditions.**

23.4. The bill of lading will be in the name of the INP only. In the event that the bill of lading is not made out in the name of the INP, for any reason whatsoever, all expenses and costs involved in changing the bill of lading will apply to the winning supplier.

24. Method of submitting an invoice and payment terms:

24.1. The winning supplier will give the INP a single summary invoice at the beginning of the month in respect of goods supplied in the previous month; the invoice should state the order number, month of supply of the goods / service, delivery note, police catalogue number of the item, supplier's catalogue number of the proposed item, manufacturer's number of the proposed item (PN), serial number of each vest, manufacturer's name, description of the goods including size of vest, and any additional or other detail relevant to calculation of payment for the invoice.

24.2. Payment in respect of goods supplied to the INP will be as of the date of receipt of the invoice in our offices, and in accordance with that stated below:

24.2.1. Invoices submitted to our offices in the first half of each month (1st to 15th) will be paid at the start of the government payment period of the following month, that is, on the first business day after the 15th of the following month.

24.2.2. Invoices submitted to our office between the 16th and the 24th of each month (inclusive) will be paid between the 16th and the 24th of the following month.

24.2.3. Invoices submitted to our office between the 25th and the 31st of each month (inclusive) will be paid on the 24th of the following month.

24.3. The above period of time will not take into account the period in which defective services and/or an erroneous invoice are given to the INP, and/or are produced other than in accordance with the terms of the engagement.

24.4. In the event of late payment at the responsibility of the INP only, as of the 30th day of arrears beyond the date stated in section 24.2 above, as agreed and exclusive compensation, the supplier may demand payment differentials to be calculated in accordance with the interest set by the Accountant General of the Finance Ministry at the "linked interest" rate in force on the date of demand. Furthermore, the supplier will not be entitled to any compensation of any kind, including direct and/or indirect damages caused due to delay of INP payments.

24.5. The supplier will not be entitled to any interest differentials or linkage whatsoever if payment is not requested within six months of the date of submission of the invoice in respect of which these payments are demanded.

24.6. Implementation of payment after being checked and authorized by the qualified entity will be by crediting the bank account of the winning bidder by the accounting department.

25. Suspension of suppliers and cancellation of the agreement:

The INP may suspend suppliers from all activities with it, and among other things not discuss their bids for tenders, in the event of dissatisfaction with the manner of implementation of the engagement and/or the level of services supplied by the winner, without derogating from the right of the INP to any compensation from the supplier in accordance with the provisions of the tender documents and/or the provisions of any law. Implementation of the provisions of this section is in accordance with the general procedure in the sales and purchasing department, which is available to the bidders.

26. Agreed fines:

26.1. Without derogating from the rights of the INP to any other relief and/or remedy afforded to it under this tender and/or under any law, the INP will be entitled to deduct the amount of the agreed fines detailed below from the payment due to the supplier in respect of providing services to the police force, subject to reporting from the appropriate entities in the INP and after giving a single, written, advance warning to the winning supplier.

Nature	Amount of fine
Failure to meet the timetable without written approval from a representative of the ordering unit	Up to 0.5% of the order value for each week's delay as of the second week
Supply of body armor that does not conform to the "approved sample"	Up to NIS 500 for each vest, relating to the list of defects
Body damage appearing in the course of use of the vests during the warranty period, such as bad smell, irritation, rashes, etc.	Up to NIS 500 for each vest
Failure to submit an invoice / linkage invoice on time	2% of the value of the invoice, as of the third month of arrears
Failure to comply with 60 working days for repairing defects to vests discovered in the course of regular use	NIS 200 for each day's delay beyond the 60 days

27. It is hereby brought to the attention of the bidders that at any time before the final date for submitting price quotes, the INP may insert changes and corrections to the tender documents, at its initiative or in response to questions from the participants. Changes and corrections will be an integral part of the terms of the tender, and will be brought to the attention of participants who received the tender documents from the INP, in writing, by fax, to the fax number provided by them. Bidders that have received the tender documents should ensure that their fax details as recorded in our office as stated are accurate.

28. Questions or requests for clarification on issues regarding the tender:

28.1. The author of the tender - Roeë Ikin - should be addressed in writing, on Sunday through Thursday between 08:30 and 16:30 (excluding Fridays, the eve of holidays, and holidays), up to 7 days prior to the final date for submitting bids. Questions or requests as stated may be sent by one of the following methods of communication:

28.1.1. Fax sent to 09-7697830

28.1.2. E-mail to: roee@police.gov.il

28.2. Whichever method is chosen, it is necessary to check with the author of the tender, by telephone: 08-9124596, that the question / request for clarifications has been received in its entirety.

29. To preclude doubt, it is clarified and emphasized that the only deciding terms of the tender will be those given in writing, and a verbal response will not be considered to change and/or add to them.

Shaul Cohen, Cmdr
Chair of Tenders Committee

Appendix A

Undertakings and declarations of bidder and local bidder's representative for Tender no. 78/2014 - Supply of Multi-Threat Body Armor for Patrol Officers

To:

Israel National Police

- a. I declare that I am authorized to sign this appendix on behalf of the bidder, and the other appendices of the tender on behalf of the corporation and its managers, and that I have read the tender documents and appendices. I agree with all the conditions detailed therein and hereby submit the bidder's bid.
- b. I undertake that if the INP requires me to sign an agreement / order within 15 days of the date I am selected as the winning bidder, in accordance with the terms of the tender and in accordance with that stated in my proposal above, I will sign said agreement / order with it.
- c. I am aware that breach of said undertaking will entitle the INP to agreed compensation, as stated in section 2 of the tender. The INP will be entitled (if it so demands) to redeem the collateral that I have given to guarantee this undertaking.
- d. I hereby give my consent to the qualified entity in the INP to examine all the relevant information in the criminal and intelligence register, subject to that stated in the Criminal Register and Returnee Regulation Law. I am aware that failure to give my consent as required above will disqualify my bid.
- e. I am aware that the bidder requires field security approval as a condition for acceptance of the bid, and that in this framework all the criminal and intelligence information, insofar as may exist, will be considered.
- f. I am aware that all employees of the bidder require preliminary written approval from the field security unit of the INP, as a condition for their employment by the bidder in providing the service that is the subject of this RFP.

Declaration with regard to non-coordination of the tender

- a. The prices appearing in my bid have been determined independently by my company, without consultation, arrangement or connection with another bidder or another potential bidder.
- b. The prices appearing in this bid have not been shown to any person or corporation bidding for this tender, or corporation with the potential to bid for this tender.

- c. I have not been involved in any attempt to dissuade another competitor from submitting a bid for this tender, or to cause another competitor to submit a bid that is higher or lower than my bid.
- d. This bid is submitted in good faith and not as a result of any arrangement or discussion or prohibited negotiation with another competitor or potential competitor in this tender.

Date	___/___/___												
Name of company / bidder													
Licensed business no.													
Company police number (if any)	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>												
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Signature and stamp													



Appendix B

Price quote form for Tender 78/2014 - Supply of Multi-Threat Body Armor for Patrol Officers

Table 1:

			Price quote for local supply	Price quote for import supply
Cat. No.	Description	Quantity for weighting	Unit price in NIS incl. VAT	Price * in foreign currency per unit
1.	Cost of external carrier for multi-threat body armor for patrol officers in all sizes, S, M, L, XL (according to attached technical specification)	1,000	NIS _____ incl. VAT for single external carrier.	_____ in foreign currency excl. VAT for single external carrier.
2.	Cost of front ballistic panel size S (according to attached specification)	60	NIS _____ incl. VAT for single panel	_____ in foreign currency excl. VAT for single panel
3.	Cost of back ballistic panel size S (according to attached technical specification)	60	NIS _____ incl. VAT for single panel	_____ in foreign currency excl. VAT for single panel
4.	Cost of front ballistic panel Size M (according to attached technical specification)	410	NIS _____ incl. VAT for single panel	_____ in foreign currency excl. VAT for single panel
5.	Cost of back ballistic panel Size M (according to attached technical specification)	410	NIS _____ incl. VAT for single panel	_____ in foreign currency excl. VAT for single panel
6.	Cost of front ballistic panel size L (according to attached technical specification)	410	NIS _____ incl. VAT for single panel	_____ in foreign currency excl. VAT for single panel
7.	Cost of back ballistic panel size L (according to attached technical specification)	410	NIS _____ incl. VAT for single panel	_____ in foreign currency excl. VAT for single panel
8.	Cost of front ballistic panel size XL (according to attached technical specification)	120	NIS _____ incl. VAT for single panel	_____ in foreign currency excl. VAT for single panel
9.	Cost of back ballistic panel size XL (according to attached technical specification)	120	NIS _____ incl. VAT for single panel	_____ in foreign currency excl. VAT for single panel

Continuation - Appendix B

Tender for the supply of multi-threat body armor for patrol officers

*** Options not for weighting:

Table 2:

			Price quote for local supply	Price quote for import supply
Cat. No.	Description	Quantity	Unit price in NIS incl. VAT	Price * in foreign currency per unit
1.	Drag strap / handle	1,000	NIS _____ incl. VAT per strap / handle	_____ in foreign currency excl. VAT per strap / handle
2.	Additional cost for external carrier for multi-threat body armor for patrol officers made of flame retardant material as defined in section 3.2.1 of the American specification AR/PD 10-04 E 30 JAN 2013	1,000	Additional cost of _____% above the price of the regular form of body armor cover	Additional cost of _____% above the price of the regular form of body armor cover

A. Notes with regard to foreign currency track only:

1. Please state here the type of currency in which the price quote is submitted: _____

B. General notes for options not for weighting:

1. For section 1, drag strap / handle, a price quote should be given for the product as defined in section 4.3.2.12 (of the technical specification) and according to the diagrams in Appendix 9 to the attached technical specification.
2. For section 2, a price quote should be given as a percentage of the extra cost of the external carrier for the multi-threat body armor given in section 1 of table 1 above.

Date

Bidder's name

Stamp and signature

Appendix B-1

To Tender 78/2014- supply of multi-threat body armor for patrol officers

**Bidder's declaration form regarding properties and performance of the proposed vests
beyond the requirements of the technical specification:**

Cat. No.	Properties and performance	Conforms	Doesn't conform	Referral to section in document proving compliance with property / performance
1.	The proposed ballistic panels / vests are approved under the NIJ 0101.06 and NIJ 0115.00 standards			
2.	Stab resistance at level PL2 at a weight that does not exceed the permitted weight in the technical specification			
3.	The proposed ballistic panel is a single panel providing ballistic protection and stab resistance			
4.	The maximum weight of the multi-threat panels is less than 7 kg/m ²			

I hereby declare that the data with regard to the performance of the ballistic panels / body armor proposed by me as stated in the table above exist and have been laboratory tested as required in the technical specification attached to this tender, and have been proved correct by the test.

ID no.	Declarer's first and last names	Position	Signature

Appendix C to Tender 78/2014 - Supply of multi-threat body armor for patrol officers

Details of sales as required by section 2 of the threshold conditions for the tender

Details of sales of the manufacturer and/or representative of a manufacturer of ballistic panels / ballistic body armor approved as meeting the NIJ 101.06 and NIJ 115.00 standards that are offered in this tender, or details of sales of a bidder that has supplied ballistic body armor / flexible ballistic protective panels manufactured by it to security entities in Israel (the Ministry of Defense, the ISA, the INP, the Prison Service) between the years 2010-2013.

No.	Name of entity / institute	Year of sale	Name of contact person	Position of contact person	Telephone for clarifications	E-mail of contact person
1						
2						
3						
4						
5						
6						

Declaration:

I hereby declare that the data given above are correct and true.

Date Bidder's name Stamp and signature

Appendix D to Tender 78/2014 - Supply of multi-threat body armor for patrol officers

Form of guarantee

Name of bank _____

Telephone no. _____

Fax no. _____

Letter of guarantee

To The Israel National Police

Re: Guarantee no. _____

We hereby guarantee to you to defray any amount up to a total of: NIS/USD/EUR _____, in words: NIS/USD/EUR _____,

that you may demand from: _____ (hereinafter: the "Debtor") in connection with Tender 78/2014 - Supply of multi-threat body armor for patrol officers.

We will pay you the above amount within 15 days of the date of your first written demand, without requiring you to give reasons for your demand, and without making any claim of defense against you whatsoever that the Debtor could have in connection with a charge against you, or requiring that you first demand defrayal of said amount from the Debtor.

This guarantee will be in force from (date) _____ until (date) _____

A demand under this guarantee should be addressed to the bank branch at this address:

Name of bank

Bank no. _____ Branch no. _____

Address _____

This guarantee is non-transferable.

Date Full name Stamp and signature

Appendix E

Linkage appendix to Tender 78/2014 - Supply of multi-threat body armor for patrol officers

Representing an integral part of the tender

1. The supplier will be entitled to an addition, and the client will be entitled to a reduction from the price in the amount of 100% of the rate of change as a percentage between the base index and the determining index on the dates as stated in subsection f below. Calculation of linkage will be as follows:
 - a. **Name of index:** The consumer price index published by the Central Bureau of Statistics.
 - b. **Base date:** The final date for receiving bids for the tender.
 - c. **Base index:** The known index after the elapse of 18 months from the base date.
 - d. **The determining index:** The last known index on the due date for supply of the service, or on the date of its supply in practice, the lower of the two, subject to that stated in subsection f.
 - e. **Base price:** The prices proposed in the tender.
 - f. Calculation of linkage will be as follows:

$$\text{Base price} \times \left(\frac{\text{Determining index (in points)}}{\text{Base index (in points)}} \right)$$

- g. Prices will be updated once every three months, after 18 months have elapsed from the base date.
2. On supply of the goods / service in accordance with the terms of the order, the supplier will submit an invoice detailing separately the base price and the linkage differentials according to the above calculation. The above invoice will be final, and the supplier will not be entitled to any price increase or other addition beyond the linkage differentials detailed above.
3. The linkage provisions are subject to the Commodities and Services (Control) (Price Stability - Temporary Provision) Law, 1985, (Hebrew year 5745), and any order

issued thereunder or any other legislation replacing it or in addition to it, and any other statute regulating engagements in the Israeli market.

4. Notwithstanding that stated in section 1f above, if there is a change in the index during the first 18 months of the engagement and it increases by 4% or more relative to the known index on the base date, an adjustment to the changes will be made as follows:
 - a. A base index will be determined that will be at the level of the relevant index on the day on which it passed the known index on the base date (by rate of 4% or more).
 - b. Linkage will be implemented after the elapse of the period of time determined for implementation of linkage (quarterly, half-yearly, annually) as detailed above, as of the day on which the index increased by a rate of 4% or more (relative to the known index on the base date).
 - c. The rate of adjustment for the purpose of linkage should be between the base index determined as stated above [see section 4 a] and the determining index as of the date of implementation of the linkage.

Appendix F to Tender 78/2014 - Supply of multi-threat body armor for patrol officers

Accountant's confirmation of preference of Israeli made products

To:

Israel National Police

Tenders Committee

Re: Price percentage of the Israeli component for public tender no. 78/2014 submitted by
_____ Co.

At the request of _____ Co. Ltd. (hereinafter: the "Bidder") and as its accountant, we have audited the Bidder's declaration of date _____ for Tender _____ as detailed in the subject line in connection with the rate of the Israeli component (as this term is defined in the regulations of the Mandatory Tenders Law (Preference for Israel Products and Mandatory Business Cooperation), 1995 (Hebrew year 5755)) in the price quote for the tender, attached hereto and marked with our firm's stamp for identification purposes only. This declaration is at the responsibility of the Board of Directors and management of the Bidder. Our responsibility is to give our opinion on the above declaration based on our audit (*).

Our audit was held in accordance with accepted auditing standards in Israel. According to these standards we are required to plan and implement the audit with aim of achieving a reasonable degree of certainty that the above declaration contains no substantive erroneous representation. The audit includes a sample inspection of evidence supporting the above declaration (mainly auditing the company's documents with regard to products manufactured / imported by it, as well as declarations from its secondary suppliers and "special reports" of the accountants of secondary suppliers to the audit of these declarations). We consider that our audit provides an appropriate basis for our opinion.

In our opinion, the above declaration appropriately reflects the information contained therein in all substantive aspects.

Sincerely,

Accountants

(*) Note - care should be taken to ensure that the declaring company declares that the rate is at least 35% and not an exact percentage, since it is usually difficult or impossible to give an exact percentage, especially with regard to a mix of products. As a rule, a basic rate of 35% is sufficient.

Notes:

- The form of this report has been determined by a joint committee of the Government Procurement Administration and the Institute of Certified Public Accountants in Israel - August 2009.
- To be printed on stationery with the logo of the accounting firm.
- The bidder will also attach confirmation from an accountant detailing the percentage of the Israeli component for each individual item.

Appendix G to Tender 78/2014 - Supply of multi-threat body armor for patrol officers

To

Israel National Police / National Police HQ
 Accounts / Finance Dept. / Treasury / Suppliers
Jerusalem - 91906

Re: - Payment to beneficiary by means of crediting bank account

1. We hereby request you to make payment in respect of goods / services supplied / performed for you by crediting our bank account as follows:

Name of supplier (business)

Licensed business / ID / NPO no.								

Name of bank _____

Bank symbol	

Branch name

Branch symbol		

Bank address

Bank account number								

2. We will inform you at the earliest opportunity of any change in the details in section 1 above, in writing, signed by an authorized signatory and with the stamp of the business.
3. Fax number to which you can send details of payments transferred to our account; should the fax number be changed we will inform you at the earliest opportunity.

Area code	Telephone no.

Area code	Fax no.

4. If the INP does what any reasonable person should do in order to credit our bank account based on the details given by us, we will have no argument or claim of any kind whatsoever in respect of non-payment.

5. This form does not represent assignment of the right to receive credit, nor an undertaking to purchase equipment / services and/or to make payment.

6. Payment by the INP according to the details given by us in accordance with this letter will be considered as payment in full.

7. We will have no claim against the INP in respect of non-payment if we have not given full or accurate details in the manner set out in this letter.

Date

Signature of authorized signatory and stamp of business

I confirm that the above details match the business/company

Date

Signature of bank/accountant

Appendix H to Tender 78/2014 - Supply of multi-threat body armor for patrol officers

Accountant's confirmation with regard to the preliminary condition of financial turnover in a particular field of operation

To:

_____ Co.

Re: Financial turnover for field of operation out of total cumulative financial turnover for the three years (2011, 2012, and 2013) ending on December 31, 2013 and on _____ (1)

We, accounting firm _____, auditing accountants of _____ {(hereinafter: the "Bidder") (the company submitting a bid for Tender 78/2014)}, confirm that we have audited the Bidder's declaration with regard to the cumulative financial turnover from the sale of law enforcement support devices/instruments to enforcement entities in 2011, 2012, and 2013 (in accordance with the requirements of the tender) contained in the Bidder's bid for Tender 78/2014 relating to the dates (1) attached hereto and marked with the stamp of our firm for identification purposes only.

This declaration is at the responsibility of the management of the Bidder. Our responsibility is to give our opinion on the declaration based on our audit.

Our audit was held in accordance with accepted auditing standards in Israel and we followed the auditing procedures that we felt were required in the circumstances. The audit was performed with the aim of achieving a reasonable degree of certainty that the above declaration contains no substantive erroneous representation. The audit includes a sample examination of evidence supporting the amounts and information in the declaration. The audit also includes an examination of accounting rules applied and the significant estimations used by the Bidder's management, and an assessment of the appropriateness of the representation in the declaration as a whole. We consider that our audit provides an appropriate basis for our opinion.

Sincerely,

Accountants

1. Dates should be given as required by the tender documents.

Notes:

- The form of the report of the auditing accountant has been determined by a joint committee of the Government Procurement Administration and the Institute of Certified Public Accountants in Israel - August 2009.
- To be printed on stationery with the logo of the accounting firm.

Appendix I to Tender 78/2014 - Supply of multi-threat body armor for patrol officers

Manufacturer's authorization of sale by its representative in Israel and with regard to warranty and maintenance.

Authorization letter – **(to be printed on the manufacturer's official letterhead)**

TO WHOM IT MAY CONCERN –

This is to certify that the company: _____ (name), located in _____ in the city of _____ in the state of Israel, is an authorized reseller (distributor) of our company: _____ (name), located in _____ in the state of _____.

Our company, via our reseller, offers our soft bullet proof and stabbing proof vest/panel, model numbers: _____ and _____ with NIJ certificate numbers: _____, _____ for the Israel National Police tender number: 78/2014.

The contact person on our behalf for all issues regarding the above tender is:

Mr./Mrs. : _____ Tel: _____

Fax: _____ E-mail: _____

Our reseller is authorized to sell our products and to supply services on our behalf, and to participate in tenders in the territory of Israel.

Furthermore, our company will take all responsibility for supplying maintenance and repair services to our products purchased by the **INP** - Israel National Police in the event that the above company is released from the reseller (distribution) agreement.

Our responsibility will be valid for at least 5 years from purchase of the products.

If required, all necessary services regarding the purchased products will be given by us or by our representative.

Best regards,

Full name of the company CEO

Signature + Stamp

Date

Appendix J to Tender 78/2014 - Supply of multi-threat body armor for patrol officers

Manufacturer's declaration regarding the threshold condition of financial turnover

I (name and surname) _____, ID no. _____, the undersigned, hereby declare as follows:

1. The cumulative financial turnover of the company in whose name I am submitting the price quote for Tender 78/2014 - Supply of multi-threat body armor for patrol officers, derived from the sale of law enforcement support devices/instruments to law enforcement entities (such as: police, army, intelligence entities, and so on) in the years 2011, 2012, and 2013 was greater than NIS 27 million, or US\$7.7 million, or €6.5 million, including VAT.

Signature: _____

Appendix K to Tender 78/2014 - Supply of multi-threat body armor for patrol officers

Characterization of breakdown maintenance and restoration of fitness of the body armor

1. General:

- 1.1 This document relates only to restoration of body armor in the framework of the warranty.
- 1.2 The restoration process is only for the external carriers and inner covers.
- 1.3 Repair and/or replacement will be carried out by the vest manufacturer and/or subcontractor on its behalf, approved by it and complying with all the requirements of the scope of work and technical specification.

2. Process of breakdown maintenance and return to use:

- 2.1 This process is applicable when it is necessary to repair and/or to replace the vest carrier and/or to replace the cover of the multi-threat ballistic panels.
- 2.2 The vests intended for maintenance are only of the type/model supplied by the winner to the INP in accordance with the technical specification.
- 2.3 Whenever a vest is sent for maintenance the following actions will be carried out:
 - 2.3.1. Identification of the vest by serial number.
 - 2.3.2. Disassembly of the vest into its component parts and examining it, including compliance of the components with the requirements of the specification.
 - 2.3.3. Making the repair / replacement in accordance with the options in section 2.4 below.
 - 2.3.4. Recording: what was repaired / replaced and the date of implementation of the work.
- 2.4 Returning the body armor to fitness will include, as necessary, the actions below:
 - 6.1.1. Replacement of defective accessories on the existing vest carrier by new ones.
 - 6.1.2. Replacement / covers.
 - 6.1.3. Replacement of the entire vest carrier by a new one.
 - 6.1.4. Repairs due to fraying.
- 2.5 In the event of harm / damage to the vest's protection, the specific vest should be isolated and separated from the others. Further handling and decisions with regard to it will be taken by a representative of the INP / MAFAT only.

- 2.6 As a rule, in this process it is prohibited to rearrange, connect, repair and/or replace multi-threat ballistic panels in the vests.
- 2.7 When carrying out repairs / replacement it is obligatory to return the original multi-threat ballistic panels to their position in the body armor.
- 2.8 In the event of the loss of a ballistic panel requiring completion, the issue will only be handled in the framework of the purchase of new vests, the basis for the requirements being the technical specifications. In this case, the cost of the lost ballistic panel will be at the expense of the INP.
- 2.9 Repair of the vest carrier will be implemented by replacement of defective accessories / parts and or repair due to fraying. In the event of a tear or hole in the carrier in itself, it will be defined as for replacement only. The decision will be taken by a qualified representative of the INP.
- 2.10 In the course of implementing the replacement / repair, the repairer is required to uphold all the rules of quality control as required in the technical specification, and on completion there should be an inspection by a representative of the INP. Acceptance tests for the entire batch of vests sent for maintenance will be based on the requirements of section 14 of the technical specification, and on the accents in section 3 below.

3. Accents for replacement of carriers:

- 3.1 The carrier will be fitted to the protection panel such as not to form too great gap between the ballistic panel and the cover (up to 0.5 cm on each side).
- 3.2 Each ballistic panel must be protected against damp and impervious to water - the form of insulation and protection against damp will be examined on a sample basis by immersion of the panel in water at a height of 50 cm at least for one hour.
 - 3.2.1 Insulation testing process:
 - 3.2.1.1. Weighing the panel prior to immersion.
 - 3.2.1.2. Full immersion of the panel for one hour.
 - 3.2.1.3. Suspending the panel vertically for 3 minutes.
 - 3.2.1.4. Weighing the panel.
 - 3.2.2 Evaluation of the results:
 - 3.2.2.1. The weight of the panel after immersion will not increase by more than 3% over its weight prior to immersion.

- 3.2.2.2. Should the additional weight be greater than 3%, the inner cover will be opened and penetration of water into the body armor protection panel will be examined.
- 3.3 The tests will be performed by the winner and supervised by a representative of the INP. The results of the test will be recorded on the delivery / return form of the repaired vests.
- 3.4 Every vest comprised of parts that can be disassembled must have a label on each part, in accordance with section 12.2 of the specification.
- 3.5 The ballistic panel should not be exposed to light at any stage of the restoration process.
- 3.6 Before inserting the ballistic panels into the inner cover, care should be taken over the direction of insertion (towards bullets and stabs or towards the body).
- 3.7 At the stage of inserting the ballistic panel into the external carrier, it is necessary to ensure that the serial number appearing on the inner cover matches the number on the carrier (in all parts of the vest).
- 3.8 If the INP representative approves the batch as meeting the requirements of the technical specification, the vests will be packed in polythene bags and cardboard boxes, and supplied to the INP warehouses.
- 3.9 Each vest should be weighed before packing, and the weight will be documented.
- 3.10 The number of vests in each box will be decided in coordination with the INP.
- 3.11 The packing box must be able to bear the weight it contains.
- 3.12 Each box must be labelled to enable identification of the package from all sides.
- 3.13 All labels will contain the following parameters:
 - 3.13.1 The INP logo and product name
 - 3.13.2 Product catalogue number
 - 3.13.3 Number of vests in box
 - 3.13.4 Box number X of Y boxes
 - 3.13.5 Company name
 - 3.13.6 Date of delivery

4. Sampling

- 4.1 For quality tests of inner and outer covers, a sample will be taken in accordance with Israel standard 2859 - Sample examination by quality properties. - Table 1, General examination level II, examination according to table A2, acceptable quality level for defects of all kinds 2.5%.

4.2 For examination of impermeability of the ballistic panels (that is, the inner cover), a sample will be taken in accordance with Israeli standard 2859 - Sample examination by quality properties. - Table 1, general examination level S-1

5. Procedure for withdrawing a vest for repair and returning it to the INP

- 5.1. The item is checked and found to be defective and repairable in accordance with section 2 of the appendix.
- 5.2. Notification of faulty item will be sent to the winner of the tender.
- 5.3. The winner or its representative will withdraw the defective item from the Beit Dagan base within five working days of receipt of notification, and replace it by a "temporary" item in good condition instead / at the same time.
- 5.4. The "temporary" item will undergo an acceptance test by an INP representative and will be approved for intake.
- 5.5. The transfer and replacement will be accompanied by a report / designated form for follow-up of the times and required repair.
- 5.6. The time elapsing between notification of the defect and the withdrawal will be no more than five working days.
- 5.7. The winner will perform the repair operations in accordance with sections 2 and 3 of the appendix, within a reasonable period of time and no more than 30 calendar days. The winner will return the repaired item to the INP.
- 5.8. The winner will give one week's advance notice of completion of the repair and supply of the repaired item.
- 5.9. On supplying the repaired item, the supplier will submit the report / designated form detailing the repair implemented; after checking the repair on the spot the "temporary" item may be returned to the supplier.
- 5.10. Should the supplier choose not to repair the defective item in the framework of the warranty, even though it is repairable, it may do so on condition that the "temporary" item is left permanently in the possession of the INP, and the remainder of the warranty period of the original item will apply to it. .
- 5.11.** It is the supplier's responsibility to maintain an available stock for replacing wear and tear in the framework of the warranty, in accordance with the quantities of the order and in accordance with formation of wear and tear of the item in practice.