



מדינת ישראל  
State of Israel



Ministry of the Interior  
Population, Immigration and Border Authority

**Tender No. 130/2010 for the supply of Security  
Laminates and Laminators for Biometric Travel  
Documents**

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# **A. Introduction**

## **1. Request for Proposals**

The Population, Immigration and Border Authority of the Ministry of the Interior (hereinafter: the "**Authority**") invites Respondents who comply with the requirements of this tender, to submit their proposals for the supply of security laminates suitable for use in biometric travel documents issued by the State of Israel and for the supply of compatible laminators. All, as stipulated in the tender documents.

## **2. Background**

2.1. Israel's Biometric Identification Law, 5769 – 2009 (hereinafter - the "**Law**") regulates the integration of biometric data in travel documents (and identity cards) in order to ensure the authenticity of these documents and prevent the use of forged documents or false identities.

2.2. This Law provides that the regulations be effected in stages. Inter alia, the Law establishes a trial period of two (2) years, commencing on the date to be established by the Minister of the Interior (subject to the necessary authorizations by law) and published by a ministerial order. During this period, which can be extended for a further two years, the Law will apply only to those residents who agree to be included in a central biometric database established by the Law, without derogating from the existing rights of those residents who do not agree to be included. This means that during the trial period, those persons entitled to possess travel documents can choose between the **new travel documents containing an electronic chip** (and **who will then be included in the biometric database**), or the **existing travel documents** (which do not contain a chip or biometric data). At the end of the trial period a decision will be made as to the future application of the law regarding the biometric database.

2.3. Concurrent with the purchase of security laminates and laminators from the winner of this tender, the Authority will purchase (in accordance with Mandatory Tenders Law, 5752 – 1992 and its Regulations) additional components and services as will be required for establishing a production facility for issuing travel documents, and for its ongoing operation.

- 2.4. Respondents, please note:
- 2.4.1. Travel documents issued by the state of Israel are valid for a period of ten (10) years.
  - 2.4.2. The travel documents will contain a data page made from paper, with background offset printing and inkjet personalization (using Diletta passport printers). It will be laminated after the printing process.
  - 2.4.3. The inlay with the chip and antenna will be incorporated in the back cover of the travel document (as is consistent with the Hebrew language, which is written right-to-left, opposite of English).
  - 2.4.4. The respondents to the tender are requested to provide and to support the laminates as well as compatible and optimized laminators; therefore, the Purchaser expects an extensive end-to-end warranty on the entire lamination process.
  - 2.4.5. Respondents are directed to section 23.1 of the tender, stipulating that the submission of samples of the proposed security laminate, laminated on personalized sample data pages, is a prerequisite for participation in the tender. Registrants to the tender will receive such pages according to the provisions of Appendix H of the tender.

### 3. **Definitions**

The following terms shall bear the meanings appearing by their side:

- 3.1. **“Purchaser”** or **“Authority”** – The Population, Immigration and Border Authority of the Ministry of the Interior;
- 3.2. **“Tender Committee”** – Tender committee of the Authority;
- 3.3. **“Travel Documents”** – Passports or Travel Documents as defined by the (Israeli) Passport Law 5712 –1952;
- 3.4. **The "Products"** – Security laminates and compatible laminators;
- 3.5. **The "Product"** – Security laminate or the compatible laminator, as the case warrants.

- 3.6. **"Security laminate", "Laminate"** – Ultra thin hot sealed laminate foil, with some security elements embedded in it, based on optically variable devices.
- 3.7. **"Laminator"** – A desktop unit that uses laminate foils in rolls, that is compatible with the security laminate proposed by the Respondent.
- 3.8. **"Laminating station"** – a station operated by a single operator, providing an effective throughput of at least four (4) laminated passports per minute. To dispel any doubt, a laminating station may consist of one or two laminators.
- 3.9. **"Personalized sample data page"** – a single page, made of the same paper used in the Israeli passport, with offset and personalization similar, but not identical, to those that will be used in the Israeli passport.
- 3.10. **"Production Batch"** – A quantity of laminate rolls manufactured in a single run;
- 3.11. **"AQL"** (Acceptable Quality Level – measure of reliability of the product) – the percentage of defective laminate foils in each production batch, on the basis of standard sample sizes, the deviation from which will lead to the rejection of the entire production batch.
- 3.12. **"Storage Time"** – A condition in the warranty offered by Respondent, according to which the term of warranty commences upon the occurrence of one of the following:
- 3.12.1. Lamination of the laminate into the travel document;
- 3.12.2. Following one (1) year from receipt of the product by the Purchaser.
- 3.13. **ICAO** – International Civil Aviation Organization;
- 3.14. **"Means of Control"** – in a corporation, any of the following:
- 3.14.1. The right to vote at the general assembly of a company or at an equivalent meeting of another entity;
- 3.14.2. The right to appoint a director or General Manager in an entity;
- 3.14.3. The right to participate in the distribution of profits of the corporation;

3.14.4. The right to participate in the surplus assets of an entity at liquidation after its liabilities are discharged;

3.15. **“Control”** – The ability to direct the activity of a corporation – whether alone or with others or through others, directly or indirectly – arising from holding the Means of Control in that corporation or in any other corporation; including capability that derives from the corporation's articles of association, from a written, oral or any other kind of agreement; or which derives from any other source, other than during the routine fulfillment of an employee's duties in the corporation;

3.15.1. Without derogating from the generality of the above, one will be perceived as having substantial influence in a corporation if one holds fifty percent or more of any Means of Control in the corporation; or if one has the ability to prevent or impose the adoption of business decisions in the corporation, other than resolutions relating to the Means of Control in the corporation or decisions regarding the sale or liquidation of the majority of the corporation's business or the institution of material changes therein; The presumption is that one has control in a corporation if one holds the majority of Means of Control of any kind;

#### **4. Substance of the Contract**

4.1. The winner of the tender will supply the State of Israel with rolls of security laminates (not individual foils or sheets) for its travel documents, as well as compatible laminators;

4.2. The term of warranty for the products will be at least five (5) years. The warranty will be for both laminates and laminators (end to end warranty), as specified in the tender documents;

4.3. As part of the agreement, the winning respondent will supply the purchaser with training and support as stipulated in the contract, Appendix I of the tender.

#### **5. Term of Contract**

5.1. The contract is for five (5) years from the initial date of the contract, as stipulated in the Contract, Appendix I of the tender (hereinafter - **Original Contractual Term**).

- 5.2. The Authority will have an exclusive option to extend the contract for two additional terms of thirty (30) months each, for a total aggregate of ten (10) years (including the Original Contractual Term).

## **6. Quantities and Deliveries**

- 6.1. Purchaser shall purchase at least three million (3,000,000) laminate foils, supplied in rolls, during the Original Contractual Term.
- 6.2. Respondents, please note: According to the contract terms, the supplier (the winning respondent) is required to supply the Authority with at least one hundred thousand (100,000) laminate foils (supplied in rolls) and two (2) laminating stations – identical to those proposed in supplier's proposal, twenty one (21) days from approval of laminate design.
- 6.3. According to the contract, Appendix I of the tender, Purchaser may buy proposed laminators from different Supplier than the winner of the tender.

## **7. Preference for Israeli Products**

Israeli manufacturers may receive preference by law, and in accordance with Mandatory Tenders Regulations (Preference for Israeli Products), 5755 – 1995, **provided that such preference does not contradict any international treaty to which the State of Israel is a signatory.**

## **8. Tender Process**

- 8.1. The tender will proceed in four main phases:
- 8.1.1. **First phase:** Respondents and their respective proposed products will be evaluated for compliance with all the threshold criteria stipulated in the tender. Proposals lacking compliance with the threshold criteria will be disqualified by the Tender Committee;
- 8.1.2. **Second phase:** Tender Committee will grade Respondent Proposals that have qualified as compliant with the threshold criteria by parameters of quality. Respondents who will receive a grade lower than twelve (12) points (sixty percent (60%) of twenty (20) points, the maximum points a Respondent can gain for quality), will be disqualified;

- 8.1.2.1. In addition to the above, Respondent that will gain less than the minimum quality score set in section 34 of the tender will be disqualified;
- 8.1.3. **Third phase:** Tender Committee will grade Respondent proposals that have received no less than twelve (12) points for quality (“**Qualified Respondents**”) by price, as contemplated by sections 36 - 37;
- 8.1.4. **Fourth phase:** Qualified Respondents will be rated by the Tender Committee according to a weighted score that will be calculated based on quality and price parameters. The Respondent whose proposal receives the highest score will be awarded the tender.

## **9. Tender Schedule**

- 9.1. Below is the schedule for the tender process:
  - 9.1.1. Tender publication date: November 29, 2010;
  - 9.1.2. Final registration date: December 23, 2010;
  - 9.1.3. Final date for submission of requests for clarifications: December 23, 2010;
  - 9.1.4. Final date for receipt of Authority's answers to Respondents' questions: January 8, 2011;
  - 9.1.5. Final date for submission of proposal: January 22, 2010.
- 9.2. The Tender Committee may modify or adjust the dates stipulated in the tender or derived from the tender, and may also extend the date for submission of proposals insofar as the submission date specified, has not yet passed. Notice of such extensions shall be sent to all Respondents who have formally registered to the tender by filling in and submitting the registration form as specified in section 38.

## **10. Tender Documents**

Tender documents are:

- 10.1. Newspaper advertisement inviting proposals to the tender;
- 10.2. The tender inclusive of its appendices, as listed below:
  - 10.2.1. Appendix A – Technical Requirements for the Laminate;

- 10.2.2. Appendix B – Technical Requirements for the Laminator;
- 10.2.3. Appendix C – Proposal form;
- 10.2.4. Appendix C1 – Price proposal form;
- 10.2.5. Appendix D – Technical Specifications;
- 10.2.6. Appendix E – Affidavit as required by section 14.1 of the tender;
- 10.2.7. Appendix F - Affidavit as required by section 14.2 of the tender;
- 10.2.8. Appendix G – Structure of Proposal;
- 10.2.9. Appendix H - Receiving Personalized Sample Pages;
- 10.2.10. Appendix I – Contract;
  - 10.2.10.1. Schedule (1) of the contract – Timetable;
  - 10.2.10.2. Schedule (2) of the contract – Performance bond;
  - 10.2.10.3. Schedule (3) of the contract – Order form;
  - 10.2.10.4. Schedule (4) of the contract – Supplier undertaking of confidentiality;
  - 10.2.10.5. Schedule (5) of the contract – Supplier's representative undertaking of confidentiality;
- 10.2.11. Appendix J of the tender – Dimensions;
- 10.2.12. Appendix K of the tender – List of consultants;
- 10.2.13. Appendix L of the tender – Registration form;
- 10.2.14. Appendix M of the tender – List of Cultural Symbols.

## **B. Threshold conditions**

- 11. Respondents in compliance – at the time of submission of the proposal – with the terms set forth in sections 12 - 24, are permitted to participate in the tender.
  - 11.1. Joint proposals by a number of corporations together shall not be accepted, however the use of subcontractors is allowed, provided that

they are in compliance with the terms stipulated in section 24 of the tender.

- 11.2. A respondent may not attribute data from another corporation to itself, except in cases where it has expressly been permitted.

## **12. Form of Incorporation of Respondent**

- 12.1. As a prerequisite to participation in the tender, Respondent must, at the time of submission of the proposal, be duly incorporated in a country that maintains diplomatic relations with the State of Israel.

- 12.1.1. Entities residing or incorporated in a country which has no diplomatic relations with the State of Israel, or the control of which is held by a resident or corporation of such a country, are not entitled to participate in the tender.

- 12.1.2. It is hereto agreed that the Israeli Security Agency (ISA) shall be the sole determining authority deciding if the controlling interest of a Respondent derives from a country without diplomatic relations with Israel. A decision made by the ISA in this regard is considered final, and cannot be appealed.

- 12.2. Respondent must append to the proposal form, Appendix C of the tender:

- 12.2.1. Certification of registration of the corporation from the relevant registry, duly certified by apostille;

- 12.2.2. Attorney certification regarding the Respondent's authorized signatories;

## **13. Registration and Receipt of an I.D. Number**

- 13.1. As a precondition to participation in the tender, Respondent must complete and submit the registration form, appended as Appendix L of the tender, and receive an identification number, as stipulated by section 38 and herein.

- 13.2. Registration may be done solely by electronic mail, as stipulated in section 38.2, until December 23, 2010. Purchaser will send registered Respondents confirmation of registration, via e-mail; such confirmation serves as evidence of registration to the tender, for the Respondent.

13.2.1. Confirmation of registration must be attached to the proposal form.

13.3. Purchaser will send registrants blank personalized sample data pages, in accordance with the procedure detailed in Appendix H of the tender.

#### **14. Required Affidavits**

14.1. As a prerequisite to participation in the tender, Respondent must attach to the proposal form an affidavit certified by an attorney, in the format set forth in Appendix E of the tender, attesting to:

14.1.1. Accuracy of the details in the proposal;

14.1.2. Use of original software only;

14.1.3. Affidavit stating that as of the date of submission of the proposal, Respondent is not aware of any restriction whatsoever that could prevent the award of the tender to Respondent, nor of any condition preventing Respondent from satisfying any and all of the undertakings contemplated by the proposal, the tender, the contract attached to the tender, or by law;

14.1.4. Affidavit stating that Respondent is not aware of any held positions or matters (such as providing counsel to certain entities, membership on boards, ownership of assets and businesses etc.), of the Respondent or its authorized signatories, that might place them in a situation of a possible conflict of interest while providing the product, its accompanying components or the services contemplated by this tender.

14.1.5. Affidavit stating that Respondent has read, understands and consents to all the tender requirements.

14.2. As a prerequisite to participation in the tender, Respondent must attach an affidavit to the proposal form (as set forth in Appendix F of the tender) affirming that Respondent has title to, or has rights to use and distribute, all the rights (including intellectual property rights) to the tools, methods, and components to be used in the execution of the proposal, so that the here within shall be in effect at all times:

- 14.2.1. No impediment or restriction of any kind whatsoever exists on Respondent, in respect to the use of the products, in accordance with the terms of the tender;
  - 14.2.2. Respondent is able to meet all of Respondent's commitments pursuant to the contract and the proposal in their entirety, and in a timely manner;
  - 14.2.3. Entering into a contract with Respondent (if awarded the tender) according to the terms of the contract (Appendix I) does not and will not harm or in any manner infringe on third party rights whatsoever, including intellectual property of any kind (copyrights, patents, commercial secrets, models, trademarks or others);
  - 14.2.4. No impediment or restriction exists on the transfer of ownership in the manufactured products, their components or companion components, to the Purchaser or its representatives or from the Purchaser to third parties.
- 14.3. The affidavit in section 14.2 (Appendix F of the tender) must list all the components of the proposed products, and whether the rights to each or any of them belong to a third party; and Respondent must attach authorization from the owner of the rights granting Respondent the right to offer each of the aforementioned components as part of the proposal.

**15. Conflict of Interest**

- 15.1. As a precondition to Respondent's participation in the tender, Respondent, or Respondent's signatories, must not be aware of any issues or matters that could place them in a position which might pose a conflict of interest in the delivery of the products discussed in this tender.
- 15.1.1. Respondent will declare, in the affidavit required in section 14.1, as to the absence of such a conflict of interest.

**16. Experience in laminate foils production**

- 16.1. **As a precondition to participation in the tender, the Respondent** must have previously manufactured at least three million (3,000,000) foils of security laminate no thicker than 10 µm, from 2005 until the date of submission of the proposal, to at least three (3) passport or visa

projects internationally, at least one of them with laminates delivered **in rolls**.

16.1.1. Manufacturing laminate foils for both passports and visa projects for the same country will be deemed as two (2) reference projects only if the respondent had manufactured different laminates (with different design) for each project.

16.1.2. Be advised that manufacturing laminate foils thicker than 10 µm or manufacturing laminate foils for projects other than passport or visa projects, will not be considered reference projects for purposes of this section.

16.2. Respondent must list all the following data on the proposal form (appendix C to the tender), for each project:

16.2.1. Name of Country for which the security laminates were used in its travel documents.

16.2.2. Total target quantity of laminate foils, of the project; the actual quantity ordered from Respondent; and the actual quantity delivered as of the date of submission of the proposal, broken down by years and by countries;

16.2.3. Name, title and contact information of customer contact person;

16.2.4. The following provisions shall apply if Respondent is unable to name some of the countries where the laminates were supplied or the annual quantities, due to non-disclosure agreements:

16.2.4.1. The proposal form must include a statement that the aforementioned non-disclosure agreements prevent disclosure of the name of the country or the annual quantities.

16.2.4.1.1. If the annual quantities cannot be disclosed, Respondent must specify the accumulative quantities listed in section 16.2 above with regard to that country;

- 16.2.4.2. The proposal form must be accompanied by a certified copy of said non-disclosure clause with any identifying data removed.
  - 16.2.4.3. The form must be accompanied by a certificate from an accountant in one of the top ten accounting firms (as rated by ACT Top 100 Firms) regarding the accuracy of the enclosed data and the fact that Respondent or its subcontractors are bound by a non-disclosure agreement;
- 16.3. A certificate by the auditor of the Respondent must accompany the proposal form, attesting to the quantities of laminate foils that have been produced and supplied by the Respondent, during the aforementioned period, and broken down by countries any years.

**17. Reference projects for the laminators**

- 17.1. **As a precondition to participation in the tender**, the proposed laminator must be currently manufactured and must have been previously delivered and used in at least two (2) passport or visa projects worldwide, between the year 2005 and the date of submission of the proposal.
- 17.1.1. Projects other than passport or visa projects that involve the use of the proposed laminator cannot be listed as reference projects.
- 17.2. Respondent must list all the following data on the proposal form (appendix C to the tender), for each project:
- 17.2.1. Name of Country for which the laminators were supplied.
  - 17.2.2. Total target quantity of laminators, of the project; the actual quantity ordered from Respondent; and the actual quantity delivered as of the date of submission of the proposal, broken down by years and by countries;
  - 17.2.3. Name, title and contact information of customer contact person;
  - 17.2.4. The following provisions shall apply if Respondent (or its subcontractor) is unable to name some of the countries to

which the laminators were supplied to or the annual quantities, due to non-disclosure agreements:

17.2.4.1. The proposal form must include a statement that the aforementioned non-disclosure agreements prevent disclosure of the name of the country or the annual quantities.

17.2.4.1.1. If the annual quantities cannot be disclosed, Respondent must specify the accumulative quantities listed in section 16.2 above with regard to that country;

17.2.4.2. The proposal form must be accompanied by a certified copy of said non-disclosure clause with any identifying data removed.

17.2.4.3. The form must be accompanied by a certificate from an accountant in one of the top ten accounting firms (as rated by ACT Top 100 Firms) regarding the accuracy of the enclosed data and the fact that Respondent or its subcontractors are bound by a non-disclosure agreement;

17.3. A certificate by the auditor of the Respondent (or its subcontractor) must accompany the proposal form, attesting to the quantities of laminate foils that have been produced and supplied by the Respondent (or its subcontractor), during the aforementioned period, and broken down by countries any years.

17.4. Respondent proposing a laminator which has been previously delivered and used at no more than five (5) passport or visa projects worldwide, in the time periods stipulated in section 17.1 above, must attach to the proposal form, Appendix C of the tender, an affidavit detailing one (1) alternate laminator fully compatible with the proposed laminate ("**alternate laminator**"). The affidavit must include a statement attesting to the compatibility of the laminate and the alternate laminator and the Respondent's commitment to supply the same end-to-end warranty as proposed in section 28, to the entire lamination process.

- 17.4.1. The alternate laminator must fully comply with all relevant threshold conditions.
- 17.4.2. According to the contract, Appendix I of the tender, the Authority will have the discretion to purchase laminator different than the proposed laminator, or to buy the proposed laminator (or the alternate laminator) directly from the laminator manufacturer. In case the Authority will purchase the proposed laminator or the alternate laminator directly from the manufacturer, the Supplier (winner of the tender) will provide a warranty for the complete lamination process according to the terms proposed in its proposal and stipulated in the contract, Appendix I of the tender.

**18. Compatibility between the laminates and the laminators**

- 18.1. Respondent must propose both laminates and laminators.
- 18.2. The Laminators and the laminates proposed by the Respondent must be fully compatible with one another and optimized for use together, within the lamination process of the e-passport.
  - 18.2.1. Respondent must guarantee via the proposal form, Appendix C of the tender, that the laminate and laminator are fully compatible.
- 18.3. As a precondition to participation in the tender, the Respondent must have previously manufactured at least two hundred fifty thousand (250,000) laminate foils that are no thicker than 10 µm, and have been laminated **using the proposed laminator**, from 2005 until the date of submission of the proposal.
  - 18.3.1. Be advised that manufacturing laminate foils for projects other than passport or visa projects will not be considered reference projects for purposes of this section.
- 18.4. Respondent must list all the following data on the proposal form (appendix C to the tender), for each project:
  - 18.4.1. Name of Country in which the security laminates and proposed laminators were used in its passport or visa projects.

- 18.4.2. Name, title and contact information of customer contact person;
- 18.4.3. The following provisions shall apply if Respondent (or its subcontractor) is unable to name some of the countries where both products were used or the annual quantities, due to non-disclosure agreements:
  - 18.4.3.1. The proposal form must be accompanied by a certified copy of said non-disclosure clause with any identifying data removed.
  - 18.4.3.2. Respondent must attach to the proposal form, Appendix C of the tender, an affidavit attesting to the accuracy of the undisclosed details.

19. **Test Plan**

- 19.1. As a precondition to participation in the tender, Respondent must append to the proposal form, Appendix C of the tender, its proposed test plan, for testing the laminates (including quality check) - during production and before delivery;
- 19.2. To dispel any doubt, it is hereby clarified that pursuant to the contract, Appendix I of the tender, the supplier (the winning respondent) must conduct at minimum the tests listed in the proposed Test Plan.
- 19.3. The proposed test plan shall be graded according to section 34 of the tender. Respondent that will offer a test plan graded with less than one quarter (0.25) of a point will be disqualified.

20. **Commitment to AQL**

- 20.1. **As a precondition to participation in the tender**, Respondent must guarantee via the proposal form, Appendix C of the tender, that the proposed laminate will meet an AQL of no more than 0.5%.
- 20.2. Respondents please note:
  - 20.2.1. The supplier (winning respondent) must conduct at minimum the tests listed in its proposed test plan, as requested in section 18.4.3 above.

- 20.2.2. Proposals that will commit to comply with AQL better than 0.5%, will receive additional points, during the grading phase, as detailed in section 29 of the tender.

## **21. Financial strength**

- 21.1. As precondition to participation in the tender, Respondent must show an annual turnover of at least one million (1,000,000) Euros in passport laminate manufacturing based on audited Financial Statements for each of the years 2007 – 2009.
- 21.2. The Respondent must attach a certificate by Respondent's auditor attesting to Respondent's turnover in **laminates manufacturing** in each of the foregoing years.

## **22. Technical requirements**

- 22.1. A precondition to participation in the tender is that the proposed laminate will comply with the requirements as detailed in Appendix A of the tender ("Technical requirements for the laminate").
- 22.2. A precondition to participation in the tender is that the proposed laminator will comply with the requirements as detailed in Appendix B of the tender ("Technical requirements for the laminator").

## **23. Submission of samples and proposed designs**

- 23.1. As a threshold condition to the participation in the tender, Respondent must submit, together with the proposal, at least twenty (20) personalized sample pages (which have previously been provided to the Respondent by the Authority), laminated with same type (e.g. thickness, materials) of security laminate, using the proposed adhesive, and containing samples of the proposed security elements.
- 23.1.1. Respondent may submit laminates with any design that will demonstrate the proposed security elements.
- 23.1.2. The security laminate must be laminated to the personalized sample pages **using the proposed laminator**.
- 23.1.3. Each proposed security element must be laminated on at least four (4) personalized sample pages (Note: it is not required to submit samples containing all the proposed security elements on a single laminate foil).

- 23.1.4. Respondent must list on the proposal form, appendix C of the tender, the duration, temperature and pressure used in the lamination process for these specific samples.
- 23.2. As a threshold condition to participation in the tender, Respondent must submit, together with the proposal, at least one (1) roll (or more) containing at least twenty (20) specimens of each proposed security element.
  - 23.2.1. It is not required to submit all security elements on the same laminate specimen.
- 23.3. As a threshold condition to participation in the tender, Respondent must submit, together with the proposal, two (2) different laminate designs, using the proposed security elements. Each design must be submitted as follows:
  - 23.3.1. A sketch of the proposed artwork;
  - 23.3.2. A detailed description of the proposed graphic and holographic artwork (including an explanation of the diffractive elements).
- 23.4. A CD containing a computerized version of the foregoing, in a high-resolution PDF format.

## **24. Subcontractors**

- 24.1. **As a precondition to participation in the tender**, Respondent's main subcontractors (if any) must be in compliance with the requirements stipulated in section 12 above.
  - 24.1.1. Respondent must attach affidavits/proofs as required in the foregoing sections demonstrating that the subcontractor is in compliance with the above.
- 24.2. **As a precondition to participation in the tender**, Respondent must attach an affidavit from the authorized signatories of the laminator manufacturer in which the laminator manufacturer will declare that the agreement between Respondent and subcontractor does not contain any undertaking which would withhold it from selling the laminator directly to the Purchaser.

24.3. **As a precondition to participation in the tender**, the Respondent must attach to the proposal form, Appendix C of the tender, a tree diagram describing the manufacture chain of the proposed laminate, to the level of security elements manufacturers.

24.4. Please note that all manufacturers of security elements and the manufacturer of the laminator are considered as main subcontractors.

## **C.Criteria for Awarding Tender**

### **25. Rating the Proposals**

25.1. Tender Committee will rate proposals that are in compliance with the foregoing qualifications as follows:

25.1.1. **Quality (up to 20 points)** – Tender Committee will grade Qualified Respondents according to the quality standards specified in sections 28 – 35. Quality will account for 20% of the final score.

25.1.2. **Price (up to 80 points)** Tender Committee will grade Qualified Respondents according to the price proposed by them as specified in sections 36 - 37. Price will account for 80% of the final score.

25.2. **Final Score = Points for price + points for quality.**

### **26. Winner of the Tender**

26.1. The Qualified Respondent receiving the highest final score will be awarded the tender.

26.2. Lots will be drawn in case of a tie.

### **C1: Grading Quality**

27. Tender Committee will grade Respondents who are in compliance with the foregoing qualifications according to the quality standards specified in sections 28 - 35.

### **28. Warranty (up to four and a half (4.5) points)**

28.1. Respondent must attach to proposal form, Appendix C of the tender, the warranty to be provided for the laminate **after lamination and delivery out of passport personalization facilities**, including

limitations of the warranty, mechanism for product replacement, inspection costs (if needed) etc. The terms of warranty will be graded comparatively, according to the scope of the warranty and the number of limitations and their substance in the proposed warranty. **Respondent which provides Purchaser with the broadest warranty, with the least limitations (quantitative and substantive) will receive a score of three (3) points.** The other proposals will be graded comparative to this proposal.

28.1.1. The proposed warranty will be included in the price of the laminate, as stipulated in section 36.

28.1.2. Please note that the terms of the warranty to be provided before and during lamination are stipulated in the contract, Appendix I of the tender.

28.1.3. Limitation of liability for storage will not affect the grade.

28.1.4. Respondent that will not attach a warranty will receive zero (0) points).

28.2. The proposed price shall include at least a five (5) years warranty for the products (section 36.3.1 of the tender; hereinafter "**Mandatory Warranty Period**"). **A warranty period (for the laminates) which is subject to the same terms and conditions and which exceeds the mandatory warranty period can receive up to one and a half (1.5) points** (in addition to the points specified in sections 28.1), as follows:

28.2.1. The warranty period shall be stated in complete years; an incomplete year will be rounded off **downwards**.

28.2.2. The warranty period may not exceed a ten (10) year period, **inclusive of** the mandatory warranty period. A warranty period exceeding 10 years shall be deemed by the tender Committee, for purposes of rating, as a ten (10) year proposed warranty period.

28.2.3. A proposed price with a warranty period exceeding five years shall be awarded points according to the following table:

No. of warranty years	Score
6	0.5
7	0.75
8	1
9	1.25
10	1.5

- 28.3. The proposed warranty must not derogate from the provisions of the contract, Appendix I of the tender. In any case of discrepancy between the proposed warranty and the contract, the latter shall prevail.
- 28.4. Please note that according to the contract, Appendix I of the tender, the terms of warranty will include storage time.

**29. Improved Level of Reliability (up to five and half (5.5) points)**

29.1. A proposal committing to an AQL lower than the threshold conditions (section 18.4.3 of the tender) will be awarded points according to the following table:

AQL	Score
0.4%	0.5
0.3%	1.5
0.2%	3
0 or 0.1%	5.5

29.2. AQL will be quoted in tenths of a percent; a proposal quoting a number not in tenths of a percent will be rounded **up** to the nearest tenth of a percent.

**30. Laminate numbering (up to one point)**

30.1. Respondent which proposes a non – sequential numbering system (for the laminate foils and laminate rolls, as detailed in section 9 of Technical Requirements for the Laminate, Appendix A of the tender) according to a table that the purchaser will provide and will be disclosed only to the winner of this tender, will be awarded **half a point (0.5)**.

30.2. Respondent which proposes a computerized / automated mechanism, to read the tracking numbers or symbols as stipulated in section 9.1 of Technical Requirements for the Laminate, Appendix A of the tender, will be awarded points as follows:

30.2.1. If proprietary equipment is needed to facilitate such reading, twenty (20) reading devices (including ongoing maintenance & support for all such devices, for the duration of the contract) will be supplied to Purchaser at no additional cost, and Respondent will be awarded one **quarter of a point (0.25)**.

30.2.2. If reading is done using common off-the-shelf equipment, Respondent will be awarded **half a point (0.5)**. In this case, equipment will be provided by the Authority.

**31. Increased throughput (one (1) point)**

Respondent which proposes a laminating station providing an effective throughput (for a single station) under proposed optimal operational parameters – pressure, temperature and duration, of five (5) laminated passports per minute (or more) will be awarded **one (1) point**.

**32. No Additional post-lamination processing (two (2) points)**

Respondent which will provide requirements detailed in section 5.1 of Appendix A of the tender, without requiring any post-lamination process (e.g. manual processes), will be awarded **two (2) points**.

**33. Visibility of Security elements (up to four (4) points)**

The visibility of the proposed security elements will be assessed by a group of experts, assigned by the Tender Committee, according to the level of visibility in the different types of lights detailed in section 6.4 of the Technical Requirements for the Laminate, Appendix A of the tender.

**34. The scope of the test plan (up to one (1) point)**

34.1. The proposed test plan will be graded comparatively, according to the number of tests conducted, their scope, robustness, variety and relevance to the manufacture process. **Respondent which commits to the broadest test plan (quantitative and substantive), with the most relevant and varied tests, will receive a score of one (1) point.** The other proposals will be graded comparative to this proposal.

34.2. Respondent proposing a test plan graded with less than one quarter (0.25) of a point will be disqualified.

**35. No storage limitations (one (1) point)**

35.1. Respondent which will propose a laminate that can be stored in an air-conditioned room, with no other limitations or specifications for optimal storage of the product, will be awarded one (1) point.

35.2. In this section – "**Air-conditioned room**" - A room in Israel, in which the air-conditioner is set to the temperature of 18°C - 24°C.

## C2: Price Quote

### 36. Price Quote

- 36.1. The respondent will list on the price offer form, Appendix C1 of the tender, the price offered for:
  - 36.1.1. A single laminating station;
  - 36.1.2. A single laminate foil.
- 36.2. The price offer form must be submitted in a separate sealed envelope ("**Proposal Envelope**") as detailed in section 41.2.
- 36.3. The price of the laminating station and a single laminate foil shall contain, in addition to the products, all of the services and components detailed below (at no additional cost):
  - 36.3.1. Professional support by electronic mail or by telephone (per the Purchaser's request) throughout the duration of the agreement as well as professional training and support for five (5) work days (up to one (1) on site service visit to personalization facilities in Israel), as stipulated by the contract, Appendix I of the tender.
  - 36.3.2. Warranty for the laminates and the laminators for at least five years after storage time.
    - 36.3.2.1. Terms of warranty detailed in the contract, Appendix I of the tender, or specified by Respondent in response to section 28.1, will be supplied by the winning Respondent at no extra cost.
    - 36.3.2.2. The price quote will include the warranty period detailed in Respondent's proposal (Respondent may propose a warranty period exceeding five years, and will be awarded additional points according to section 28.2).
    - 36.3.2.3. Additional instructions regarding the scope of the warranty and its terms are detailed in the contract, Appendix I of the tender.

- 36.3.3. The proposed price will include all necessary costs (direct and indirect) to deliver the products contemplated by this tender from Respondent's facilities to the delivery place in Israel, including all of the taxes and levies (import taxes, duty and purchase tax etc.), transport costs, storage (not at Purchaser's facilities), release from the port, as well as all related bonds and insurances.
- 36.4. Notwithstanding the above, the price quote will not include Israeli VAT.
- 36.5. Linkage of prices shall be according to the contract, Appendix I of the tender.
- 36.6. Respondents please note, according to the contract, Appendix I to the tender, the Authority will pay the supplier (winning respondent) if necessary:
- 36.6.1. Fifteen thousand (15,000) Euros for every significant **future** change in laminate design (including detailed design and new artwork), after the first approved design;
- 36.6.2. One thousand (1,000) Euros for every day of professional training (actual work days) required (in writing) by Authority, that exceeds the number of days in the price quote, as stipulated by the contract, Appendix I of the tender ; One thousand (1,000) Euros for each (technical / professional) visit to Authority's facility, upon Authority's request, beyond the visits included in the quote, all as specified in the contract, Appendix I to the tender, as compensation for all travel and board expenses;

### 37. **Rating the Price Quote**

- 37.1. The Respondent submitting the lowest proposal for a single laminate foil ("**P<sub>x</sub>**") will receive the maximum score (75 points). Respondents who offer higher proposals will be awarded points according to the following formula:  $P = \frac{P_x}{P_n} \times 75$  ( $P_x$  – the lowest price for a single laminate foil;  $P_n$  – the price offered;  $P$  – points for laminate price).
- 37.2. The Respondent submitting the lowest proposal for a laminating station ("**L<sub>x</sub>**") will receive the maximum score (5 points). Respondents who offer higher proposals will be awarded points according to the following

formula:  $L = \frac{L_x}{L_n} \times 5$  ( $L_x$  – the lowest price for a single laminate station;  
 $L_n$  – the price offered;  $L$  – points for laminate station price).

37.3. **Total points for price = P + L.**

## **D. The Tender Process**

### **38. Reviewing Tender Documents, Assignment of an ID number and Receiving Blank Israeli passports**

38.1. The tender documents are posted on the Ministry of the Interior's website [www.pnim.gov.il/michrazim](http://www.pnim.gov.il/michrazim) (hereinafter – **the website**).

38.2. The Respondent must register for the tender by completing and sending the registration form, Appendix L of the tender, by electronic mail, to Mr. Nissim Eliasaf, at [laminare@mail.gov.il](mailto:laminare@mail.gov.il), by December 23, 2010. A Respondent shall be considered as having registered only after receiving confirmation from the Authority of the registration and assigned an identifying number that will serve to identify the Respondent throughout the stages of the tender. **Registration for the tender is a precondition for participation in the tender.**

38.2.1. Receipt of confirmation from the Authority via electronic mail will be seen as evidence that e-mail communication works to the satisfaction of the Authority and the respondent.

38.3. Respondent will be requested to submit its information on the registration form, and will be asked to provide names of two contact persons, each of whom is authorized to represent Respondent during the course of the tender; and to provide an official address for delivery of notices by mail, telephone numbers, fax and an electronic mail address.

38.4. Note: the registration process does not impose any obligation on the registrants, including a commitment to participate in the tender. **Nevertheless, registrants who receive personalized sample pages will have to return them, regardless of submission of a proposal.**

38.5. The Purchaser will send personalized sample pages to Registrants to the tender that comply with provisions of Appendix H, via the Israeli embassy; the registrant will collect the blank passports at its own expense and responsibility.

38.5.1. Please note that submitting samples laminated on the personalized sample pages is a threshold condition for participation in the tender.

39. **Cost of Participation in the Tender**

All costs of participation in the tender will be borne by Respondent irrespective of the results of the tender; participation in the tender is deemed a declaration by Respondent that Respondent is aware that all of the expenses incurred by its participation in the tender are to be borne by Respondent, and that Respondent will not have any demand or claim for the reimbursement of monies or any other compensation for expenses.

40. **Clarifications**

40.1. From the date the tender is published in the newspapers and on the internet until December 23, 2010, **any person** may contact the Authority only in writing (in English) by email (lamine@gov.il) using a PDF file that **permits the copying of text**, and raise any matter for clarification or ask any question relating to the tender or the resulting contract; the Authority will confirm receipt via electronic mail.

40.2. The applicant should specify the number of the section he refers to in its request for clarification, his tender ID number, his name, address and a telephone contact number, an electronic mail address and an address for the response.

40.3. The Tender Committee does not commit to respond to all requests.

40.4. The Tender Committee does not commit to respond to a request received after December 23, 2010.

40.5. The Tender Committee will respond to requests until the date of January 8, 2011. Responses shall be made without revealing the name of the applicant. The responses will be provided to all the applicants who registered for the tender through the registration form, Appendix L of the tender, and will be published on the website. The responsibility to be informed of responses to the requests for clarification lies on the Respondents themselves; The Authority will be considered as having performed its duty regarding the publication of the responses to the requests for clarification, insofar as these responses are published on the website.

40.6. **The responses to the requests for clarification will be considered as an integral part of the tender documents.**

40.7. The Tender Committee may modify the terms and conditions of the tender prior to the date for submitting proposals. Notification of such change will be sent to any registrant who submitted the registration form and will be published on the website.

41. **Structure of the Proposal**

41.1. The proposal must be submitted through the proposal form attached as Appendix C to the tender and through the technical specifications attached as Appendix D to the tender (hereinafter – **Proposal forms**); the Respondent will provide complete and accurate information on the forms.

41.1.1. In any discrepancy between the version submitted by Respondent and the version published by the Purchaser on the website, the version published by the Purchaser will prevail.

41.2. The Respondent will differentiate between the proposal forms, the technical specifications and the price quote so each will be submitted in a separate sealed envelope.

41.2.1. The envelope containing the price quote will be opened only after the Tender Committee completes an evaluation of the participant's compliance with the preconditions and after the quality ranking process. A proposal that does not meet the threshold conditions will not have its price quote envelope opened.

41.3. A compact disc (CD/DVD) will be attached to the proposal envelope containing a computerized version of the proposal (**without the price quote**) in a **searchable PDF format. The Respondent must verify that the contents of the disc are identical to the printed proposal.**

41.3.1. In the event of a discrepancy between the data in the computerized version and the original printed version, the data detailed in the printed version will prevail.

- 41.4. Respondent will attach all of the documents required by the proposal forms and by the provisions of this tender to the proposal, and will mark the section of the proposal form to which it pertains.
- 41.5. Please see Appendix G of the tender for further instructions considering the structure of the proposal.
- 41.6. Please note that the Tender Committee is not required to consider any documents, booklets, brochures, discs, presentations etc. that were not expressly requested or that their submission was not expressly permitted.
- 41.7. Documents that Respondent is permitted to attach to the proposal which do not constitute part of the proposal form will be submitted in a separate binder (file or binder) marked in accordance with the relevant section on the proposal form.
- 41.8. Respondent will attach all the personalized sample pages sent to it, specimens and two (2) proposed laminate designs (two (2) kits each containing a different laminate design), as stipulated in section 23 of the tender.
- 41.9. The proposal form and the technical specifications are integral parts of the tender documents, and supplement the permanent sections of the tender. Nonetheless, in the event of a contradiction between them and the body of the tender, the body of the tender shall prevail.

42. **Language of the Proposal**

- 42.1. The proposal must be submitted in English.
- 42.2. Documents that are not in English or Hebrew must be translated into English, and the original documents must be appended to the translations; in the event of a contradiction between an original document and its English translation, the latter shall prevail.

43. **Submission of the Proposal**

- 43.1. The proposal must be submitted in a signed and sealed envelope with no external identification, following the clarification process, no later than **January 22, 2011 at 14:00 (Israel time)**, at the tender box located on the entrance floor of the Population, Immigration and Border Authority, at 6 Mesilat Yesharim Street, Jerusalem.

- 43.1.1. Please verify prior to the placement of the envelope in the box that the **envelope is stamped at the guard station with the date and time accepted.**
- 43.2. The envelope should state "Public Tender No. 130/2010 for the supply of Security Laminates and Laminators for Biometric Travel Documents".
- 43.3. Each envelope must contain two additional sealed envelopes, one containing the price quote and marked "Price Quote" with the name of the Respondent; and an additional envelope that includes the technical specifications and marked "Technical specifications" with the name of the Respondent.
- 43.4. The proposal must be submitted in five (5) identical copies (including the various attendant documents and appendices). Additionally the Respondent must submit another copy of the proposal **without the information that the Respondent wishes to keep confidential**, as detailed in section 59.3 of the tender, and mark it as a copy for review by the competition, publishable in its entirety (a total of 6 copies, one of which lacks the details that are considered confidential).
- 43.5. The original copy will be marked "Original Copy". Every page in the original copy of the proposal forms must be stamped and signed by the Respondent.
- 43.6. The first page of every copy must be stamped with an original stamp (not a photocopy) of the Respondent with an original signature (not a photocopy).
- 43.6.1. In the event of a contradiction between the original copy to other copies submitted by Respondent, the original copy shall prevail.
- 43.7. The submission of the proposal by the date and time indicated in section 43.1 above is in the sole responsibility of the Respondent. A late proposal will not be examined by the Tender Committee.
- 43.8. Under no circumstances should the proposal be submitted by electronic mail or facsimile.
- 43.9. The submission of a signed proposal constitutes conclusive evidence that the Respondent has read all of the provisions of the tender

documents, understood them and has given its unconditional consent to them.

**44. Documents to Attach to the Proposal**

44.1. Without derogating from the requirements to attach the documents stipulated in the tender, Respondent must attach the following documents to the proposal:

- 44.1.1. Certification of registration of the corporation;
- 44.1.2. Confirmation of registration for the tender;
- 44.1.3. Affidavit according to section 14.1 – Appendix E of the tender;
- 44.1.4. Affidavit according to section 14.2 – Appendix F of the tender;
- 44.1.5. Authorizations by the holders of the copyrights regarding the use of their rights in the framework of the proposal (please attach to affidavit, Appendix F of the tender);
- 44.1.6. Certification by an accountant regarding the scope of the manufacture of the laminate;
- 44.1.7. Certification by an accountant regarding the scope of manufacture of the laminator;
- 44.1.8. Certification by Respondent's auditor attesting to Respondent's turnover in laminates manufacturing;
- 44.1.9. The test plan;
- 44.1.10. Samples and artworks according to section 23;
- 44.1.11. Documentation regarding subcontractors according to section 24;
- 44.1.12. The proposed terms of warranty.

**45. Multiple Proposals**

A Respondent can submit no more than two (2) proposals, provided that each proposal is submitted as a complete and separate proposal and offers different laminates or laminators.

**46. Validity of the Proposal**

46.1. The proposal will be valid for six (6) months from the date of its submission.

- 46.2. Notwithstanding the above, proposals that are not chosen will remain valid for at least 60 days after the conclusion of the tender process in the event that the winner of the tender withdraws its proposal or breaches the contract. Under these circumstances the Tender Committee may (but is not obligated to) declare the next respondent in line as the winner of the tender.
- 46.3. Should the contractual agreement between the Authority and the winner of the tender end prematurely, for any reason at all (such as breach of the agreement or its revocation, revocation of the contract for any other reason) the Authority may (but is not obligated to) choose the next Respondent in line, provided that at such time the Respondent has met the preconditions for participation in the tender.

**47. Exercise of the Contract**

- 47.1. As a condition for executing the contract and signing the agreement, the winning Respondent will present the Authority with all of the documentation, commitments and permits detailed in the contract within 14 days from notification of the award.
- 47.2. Notwithstanding the generality of the above, the winner of the tender must present the following documents to the Authority:
- 47.2.1. Non-disclosure declarations, in the forms specified in Appendixes (5) and (6) of the contract.
- 47.2.2. A performance bond as stipulated in the contract in the format stipulated in Schedule (2) of the contract.

## **E. General**

**48. Governing law**

- 48.1. This tender is governed by the laws of the State of Israel, including the Mandatory Tenders Law, 5752 – 1992 and Mandatory Tenders Regulations, 5753 – 1993.
- 48.2. The Respondents will be deemed as having received appropriate legal counsel prior to their participation in this tender.

## **49. Interpretation**

- 49.1. Words and expressions that are not defined in section 2.4.5, shall be ascribed their meanings as found in the law, in the Interpretation Ordinance or the Interpretation Law, 5741 – 1981, unless another interpretation is mandated from the context or text.
- 49.2. A revocation or a determination regarding the revocation of terms of the tender shall not invalidate the tender or any other term therein.
- 49.3. The contract attached to this tender, with all of its appendices constitutes an integral part of the tender documents. The tender and the contract attached to it (with all of its appendices) are deemed one document with complementing parts.
  - 49.3.1. In the event of a contradiction between the language of the tender and the language in the contract, an effort shall be made to resolve the contradiction.
  - 49.3.2. In circumstances where it is not possible to resolve the difference between the language of the tender and the language of the contract the language of the contract shall prevail.
  - 49.3.3. All references made in the plural – shall include the singular and vice versa.
  - 49.3.4. The headings of the sections in the tender and the appendices are provided for convenience only and shall not be used in the interpretation thereof.

## **50. Index, Currency and Time**

- 50.1. A sum of money or value of an asset quoted by Respondent, shall be quoted in Euros, and written both in its numerical and written form.
  - 50.1.1. In the event of a contradiction between the sum stated in numerical form and the sum as written the latter shall prevail.
  - 50.1.2. If the type of currency is not specified, the presumption will be that the currency is proposed in Euro.
- 50.2. Dates and hours are all local time, Jerusalem, Israel.

**51. Website**

51.1. All information and components relating to the tender and all notifications regarding the tender will be published on the website.

51.2. It is the responsibility of the Respondents to continuously update themselves with regard to the progress of the tender from this site.

51.3. Inasmuch as possible and without taking responsibility for doing so, the Tender Committee will send notifications of new information published on the website by electronic mail. **Respondents should take the proper actions to include the e-mail address [laminat@mail.gov.il](mailto:laminat@mail.gov.il) in their "safe senders" list.**

**52. Affidavits**

Affidavits will be approved by notaries or by attorneys that are authorized to approve such documents according to the laws of the state in which the respondent is incorporated.

**53. Proprietary rights to Documents**

The tender documents belong to the Authority, and may not be used for any other purpose other than for the submission of proposals.

**54. Tender Committee Consultants**

54.1. Parties that serve as consultants to the Authority or the Tender Committee for the State of Israel travel documents project, including the parties detailed in Appendix K of the tender, are disqualified from participating in or consulting in the preparation of a proposal for the tender, or advising a Respondent on any other issue, whether directly or through an affiliated body, unless prior written permission to do so is obtained from the Tender Committee.

54.2. The Tender Committee has the discretion to disqualify a proposal prepared in violation of this section.

**55. Request for Additional Information and Clarifications**

55.1. The Tender Committee may (but is not obligated to) request written or oral clarifications from any Respondent regarding its proposal, in whole or in part. Such a request shall not be construed as permission for a respondent to change its proposal or to grant such Respondent an

unfair advantage over the other Respondents. The clarifications will serve as an integral part of the proposal.

55.2. The Tender Committee has the discretion to request that a Respondent provide missing information and/or recommendations and/or certifications that relate to the requirements stipulated in the tender, in order to evaluate the Respondent's compliance with the preconditions of the tender. The Committee may, for reasons to be listed, invite a Respondent to appear before it, in order to verify details of the proposal or for other details that it requires in order to make a decision.

55.3. The Tender Committee may perform any act that may be necessary to evaluate the proposal, including visiting the Respondent's facilities or the facilities of a proposed subcontractor.

**56. Nonresponsive Proposal**

56.1. The Tender Committee may, for reasons that will be listed, instruct that a defect in a proposal to the tender be rectified, if it finds that this will not harm the equality between the Respondents or if it finds that this decision benefits the public welfare and the aim of the tender.

56.2. The Tender Committee may, inter alia, disqualify a proposal that is partial, lacking, conditional, defective, incorrect or based on an incorrect understanding of the tender, unless the Tender Committee decides otherwise.

**57. A Tactical or Loss Based Proposal**

A Tactical proposal or a proposal submitted with a lack of good faith or a proposal that under analysis proves to be a proposal at a loss or a proposal that is not based on a clear and solid economic foundation will be disqualified.

**58. A Conditional or Limited Proposal**

58.1. A Respondent may not limit his proposal or condition it in a manner that is not consistent with the requirements of the tender.

58.2. A Respondent who believes that the requirements of the tender should be conditioned or qualified may raise such comments or reservations as part of the clarification process; the Tender Committee will consider the request and will respond in accordance with the provisions of section 40 above.

59. **Viewing the Tender Documents and the Winning Proposal**

- 59.1. The Tender Committee shall allow a Respondent who loses the tender to review the minutes of the Tender Committee and the documents of the winning proposal in accordance with Regulation 21(e) of the Mandatory Tenders Regulations, 5753 –1993, Freedom of information Act, 5758 - 1998 and in accordance with all relevant laws.
- 59.2. A respondent who believes that sections of its proposal contain trade or business secrets (hereinafter – “**Classified Sections**”), and should not be open for viewing by the other Respondents following the completion of the tender, should explicitly make note of the classified sections on the proposal forms, and should clearly and unequivocally mark the classified sections in his proposal.
- 59.3. Respondent shall submit one copy of its proposal without the Classified Sections and mark this copy as a “copy for competitor review”.
- 59.4. A Respondent failing to mark sections on the proposal form as classified or failing to submit a copy for competitor review, will be deemed as having consented to delivery of its entire proposal to be read by other Respondents should said Respondent be awarded the tender.
- 59.5. The designation of certain sections of the proposal as classified or their deletion from the copy for competitor review will be considered an admission that these classified sections in the proposal are also classified in the proposals of other Respondents, and therefore Respondent waives in advance all rights to view these sections in the competitors proposals as well.
- 59.6. Please note that sole discretion with regard to the right of review of the Respondents belongs to the Tender Committee alone, which will act in this matter in accordance with the Tender laws, the relative laws and with standards governing an administrative authority.
- 59.7. Should the Tender Committee decide to permit the review of the sections of the winning proposal that the Respondent designated as classified, notification of this permission will be sent to the winning Respondent that will be permitted to submit an objection to this decision within a reasonable period of time under such circumstances.

59.8. The Tender Committee will notify the Respondent a denial of said objection, if so denied, prior to the delivery of the material to the applicant wishing to review it.

59.9. Without derogating from the above, be advised that Respondent's name and address, experience, customers, and the proposed price does not constitute trade or business secrets. A respondent who chooses to participate in this tender thus consents to the terms of this section.

60. **Revocation and Rejection**

The Tender Committee is permitted, at any stage of the tender, to cancel the tender and the respondents will have no rights to enforce its execution.

61. **Jurisdiction**

Local jurisdiction with regard to this tender belongs to the competent court in Jerusalem.

# **Appendix A: Technical Requirements for the Laminate**

## **1. General**

1.1. As a prerequisite to participation in the tender, the proposed laminate must demonstrate compliance with the terms and specifications listed in this appendix.

## **2. Type**

2.1. The proposed laminate must be made of an ultra thin hot sealed foil with a thickness of less than 10 µm.

2.2. The proposed laminate must be supplied in **continuous rolls**.

## **3. Durability and life time**

3.1. The proposed laminate must provide a life span of at least ten (10) years.

3.1.1. The life span will be counted from lamination of the laminate into the travel document or following one (1) year from receipt of the product by the Purchaser, whichever is earlier.

3.2. During this entire period the laminate must remain solidly adhered to the data page and protect it; and its optical effects must remain clearly visible and with negligible changes.

## **4. Lamination quality**

The laminate must be applied to the data page in a lamination process that will ensure an end product free of air bubbles, folds, creases, tears or any irregularities. The adhesive proposed as a component of the laminate should be optimized to achieve these results.

## **5. Edges**

5.1. The edges of the sealed laminate must be free of burrs or flakes after the lamination process.

5.2. The respondent must detail any post-lamination process that is required to achieve these requirements. If no post-lamination process is required the respondent must specifically note this.

- 5.3. Please note that according to section 32 of the tender, additional points will be granted to Respondent which will offer laminates and laminators that don't require post-lamination process.

## **6. Security elements**

- 6.1. The security elements on the laminate should include at least the following:

- 6.1.1. **Kinetic / morphing effect** – A diffractive element that provides a kinetic or morphing effect.

6.1.1.1. The size of the element incorporating this effect must be limited by a 16mm X 16mm square.

6.1.1.2. The desired effect must be at least one of the following:

6.1.1.2.1. An animation of the design's details;

6.1.1.2.2. A morphing effect from one image to a different one (each based on elements provided by the Purchaser).

6.1.1.3. This element may cover part of the travel-document holder's face image, which is printed on the data page (without obscuring the actual face details).

6.1.1.4. The kinetic / morphing effect should be visible on both dark and bright backgrounds.

- 6.1.2. **Rainbow effect** - An element that provides a rainbow effect when the viewing angle is changed.

6.1.2.1. It must be possible to apply this element on a large surface of the laminate.

6.1.2.2. The design must not interfere with visualizing the text on the data page (i.e. thin lines across the data page that allow reading the printed data).

6.1.3. **Metalized element**

6.1.3.1. The metalized element must be with an area of exactly  $0.75^{+0.15}$  cm<sup>2</sup>.

6.1.3.2. This element must be highly visible under diffused lighting.

6.1.4. **Color/contrast change**

6.1.4.1. This element must change its contrast or color distinctively when rotated either 90° or 180°:

6.1.4.1.1. The contrast change must be from bright to dark (positive-negative effect);

6.1.4.1.2. The color shift must be between two distinctive colors with blue as the most preferred color.

6.1.4.1.3. This element may be repeated several times to ensure that the contrast or color change is highly visible.

6.1.5. **Micro-text**

Two sizes of micro-text incorporated into any one or more of the above-mentioned elements. One size must be clearly visible with an X5 magnifier and the other with a magnification of X15.

6.2. Respondent is requested to describe in detail any limitations or constraints (such as minimal / maximal size, location, interference or interaction with any other elements, etc.) related to any and all of its proposed security elements, which may impact the data page, the data contents, the personalization process or the e-passport in general.

6.3. **Graphical design**

6.3.1. All the security elements will be based on cultural symbols unique to the State of Israel or to the Jewish heritage. A collection of such symbols is presented in Appendix M.

6.3.2. Respondent must state in the Technical specifications, Appendix D of the tender that the information presented in this section is acceptable, and that this information will not inhibit use of the proposed product.

6.3.3. Please note that the exact final design, the specific elements, the positioning and the dimensions of the various elements will be determined with the winner of this tender.

#### 6.4. **Visibility**

6.4.1. The security elements on the laminate must be bright and visible under different indoor and outdoor light conditions such as:

6.4.1.1. Direct sunlight;

6.4.1.2. Diffused daylight (such as light from overcast skies);

6.4.1.3. Fluorescent lamps;

6.4.1.4. Directional lights.

6.4.2. Security elements that will comply with this threshold condition will be evaluated comparatively to other proposed security elements and receive additional point according to provisions of section 33 of the tender.

#### 7. **Color/tint**

The laminate must be transparent and without any yellowish (or other) tint after it is laminated to the data page. This optical quality must be stable throughout the lifespan of the laminate.

#### 8. **UV transmission**

8.1. The laminate must not block UV light with a wavelength of 365nm, to allow visualization of the data page which will be printed also with specialized UV security ink.

8.2. The laminate must allow reading of the MRZ without any interference. Security elements will not be placed over the MRZ.

## 9. Traceability

- 9.1. Each laminate must be serially numbered or otherwise marked in an alternative form, to facilitate tracking of individual laminate foils.
- 9.2. Each laminate roll must be serially numbered or otherwise marked in an alternative form for storage tracking and logistics management.
- 9.3. Respondent must detail in the technical specifications form, Appendix D of the tender, the mechanism for reading and tracking the numbers or symbols identifying laminates and rolls. **If proprietary equipment is needed to facilitate such reading, twenty (20) reading devices will be supplied to Purchaser with no additional cost**, all as stipulated in the contract, Appendix I of the tender.
- 9.4. According to section 30 of the tender, additional points will be awarded to Respondents that provide a non-sequential numbering system (that can be based on data which will be provided by Purchaser); and a computerized/automated mechanism based on common off the shelf equipment, to read the tracking numbers or symbols.

## 10. Tamper resistance

- 10.1. The laminate must resist chemical attacks (acids, solvents etc.) and physical/mechanical attacks (heating, cooling, abrasion etc.).
- 10.2. The respondent will present its technical data on these features, as well as its tests or independent, third party tests, which will prove these features.

## 11. Tamper evidence

- 11.1. When the laminate is tampered with, at least some of the security elements must be **visibly** affected and the laminate cannot be reused.
- 11.2. The damage from the tampering attempt should be **clearly visible** without a need for any dedicated instrument. Respondent will clearly explain and detail the effects of the tamper evident mechanisms.

## 12. Shelf life

- 12.1. The rolls of the laminate must have a shelf life of at least one year under normal office conditions in Israel.

12.2. The respondent must specify the storage conditions and specifications recommended for unused laminate rolls and for partially – used rolls.

12.2.1. Please note that according to section 35 of the tender, no limitations on storage conditions (except the requirement for an air-conditioned room) will award points to the Respondent.

**13. Environmental data**

13.1. The lamination process must not emit toxic fumes or any other hazardous substance during operation or storage.

13.2. The respondent must specify the exact process to handle or dispose of used or defective rolls, in order to minimize environmental effects as well as security risks.

13.3. Respondent must provide all relevant certifications from Environmental Agencies, and include its own environment and sustainability policies.

## **Appendix B: Technical Requirements of Laminator**

### **1. General**

- 1.1. As a prerequisite to participation in the tender, the proposed laminator must demonstrate compliance with the terms and specifications listed in this appendix.

### **2. Type**

- 2.1. The laminator must be a desktop unit that uses laminate foils in rolls.
- 2.2. The laminator must be compatible with e-passports with the chip in the back cover. A video clip is available on the website that shows the new e-passport.

### **3. Accuracy**

- 3.1. Temperature

The temperature of the laminator must be stable to within  $\pm 2.5^{\circ}\text{C}$ .

- 3.2. Positioning

The laminate must be placed on the data page of the booklet with a tolerance of  $\pm 1\text{mm}$  in both the horizontal and vertical axis and no more than  $\pm 2^{\circ}$  skew. The placement of security elements will be done according to this tolerance as well.

### **4. Throughput**

- 4.1. A laminating station operated continuously by one operator, must be able to produce at least four laminated passports per minute, on an ongoing basis (effective throughput), using either one or two laminators simultaneously (as is needed, according to Respondent's proposal), under Respondent's recommended operating parameters for the specific Passport booklets used in this project.

- 4.2. Respondent must specify in the Technical Specifications, Appendix D of the tender, the number of laminated passports a single laminating station is able to produce on an ongoing basis, and the number of laminators in each such station.

- 4.2.1. According to section 31 of the tender, Additional points will be awarded to Respondent that provides a laminating station with increased throughput.

4.3. Respondent must specify in laminator's specifications, Appendix D of the tender, temperature and pressure ranges for optimal lamination results (considering the proposed lamination speed / duration).

## **5. Adjustments**

5.1. The following parameters must be adjustable, either directly on the laminator or through a computerized interface (that will be included in the price of the laminator, with no additional charge):

5.1.1. Temperature;

5.1.2. Pressure;

5.1.3. Process duration.

5.2. The proposed laminator must include protection of its setup against unauthorized or unintentional changes.

## **6. Maintenance requirements**

The respondent must specify all the maintenance steps required to keep the laminators operational and safe to use, at the shift level, daily level, weekly and any other recommended periodic maintenance treatments.

## **7. Safety and environmental data**

The laminators must be able to work in standard office settings, without any adverse effects on the safety of the operators.

7.1. Safety

The laminator or the lamination process must not emit toxic fumes or any other hazardous substance during operation. Respondent must specify any details relevant to this issue.

7.2. Environment

The respondent will describe the environmental conditions (such as temperature, humidity, ventilation) that are recommended for optimal use of the laminators.

## **8. Electrical specifications**

The laminator will operate at 220V/50Hz.

## **Appendix C: Proposal Form**

### **1. General**

- 1.1. The form must be filled out completely and legibly and be submitted as part of the proposal to the tender.
- 1.2. Every section containing a blank space for insertion in the proposal form indicates the extent of the detail expected from Respondent.
- 1.3. Respondents may add additional tables or rows.
- 1.4. Reference made to a signature requirement on the Proposal Form refers to the signature of the authorized signatory of Respondent.
- 1.5. All references on the Proposal Form to information about a contact person must contain such person's name, title and personal contact information (address, telephone, fax and email).
- 1.6. The requirements for appending documents which appear in this appendix are provided for the convenience of Respondents only, the list of mandatory requirements are as set forth in the tender itself.

### **2. Respondent information**

<b>Name of Respondent</b>		<b>Address of Respondent</b>	
<b>Telephone</b>	<b>Fax</b>	<b>Email</b>	
<b>Details of Contact Person for Respondent</b>			
<b>Name of Contact</b>	<b>Title</b>	<b>Email</b>	
<b>Telephone</b>	<b>Fax</b>	<b>Mobile</b>	

**3. Incorporation (section 12 of the tender)**

3.1. Incorporation details of Respondent (corporation / association / partnership / other) \_\_\_\_\_

3.2. Identifying number (in the relevant register) \_\_\_\_\_

3.3. Country of incorporation of Respondent \_\_\_\_\_

3.4. Authorized signatories of Respondent and offices held with Respondent:

No.	Name	I.D number	Position in company	Sample Signature
3.4.1				
3.4.2				
3.4.3				
3.4.4				

- 3.5. Attach requisite documents (mark  in the designated space if attached)

<b>Requisite Document</b>	<b>Attached (mark <input checked="" type="checkbox"/>)</b>
3.5.1. Certificate of registration of the company.	<input type="checkbox"/>
3.5.2. Affidavit regarding Respondent's authorized signatories	<input type="checkbox"/>

**4. Date of Registration for the Tender (section 13 of the tender)**

- 4.1. Respondent registered for the tender on the date of \_\_\_\_\_.
- 4.2. Respondent's identification number is \_\_\_\_\_.
- 4.3. Attach required documents (mark  in the designated space if attached):

<b>Requisite Document</b>	<b>Attached (mark <input checked="" type="checkbox"/>)</b>
4.3.1. Certification of registration for tender.	<input type="checkbox"/>

**5. Attachment of Affidavits**

- 5.1. As a precondition for participation in the tender the following documents must be appended to the Proposal Form (mark  in the appropriate space if attached)

<b>Requisite Document</b>	<b>Attached (mark <input checked="" type="checkbox"/>)</b>
5.1.1. Affidavit according to section 14.1 (Appendix E of the tender)	<input type="checkbox"/>
5.1.2. Affidavit according to section 14.2 (Appendix F of the tender)	<input type="checkbox"/>

**6. Respondent Experience in Laminate manufacturing (sections 16 and 18 of the tender)**

6.1. Please fill in the table below of each reference project (additional tables can be added as needed):

6.1.1. Name of Country: _____					
Contact Information		General Target Quantity of the Project:	Number of Laminate foils ordered from Respondent :	The primary supplier of the project (if Respondent is not the primary supplier):	
Laminate foil actually supplied by Respondent:					
Year	Thickness of supplied laminates	Laminate supplied in rolls (yes / no)	Number of laminate foils supplied to the project by respondent this year	Number of laminate foils supplied, laminated using the proposed laminator	Comments (if any)
2005					
2006					
2007					
2008					
2009					
2010					

6.1.2. Name of Country: \_\_\_\_\_

Contact Information	General Target Quantity of the Project:	Number of Laminate foils ordered from Respondent :	The primary supplier of the project (if Respondent is not the primary supplier):		
Laminate foil actually supplied by Respondent:					
Year	Thickness of supplied laminates	Laminate supplied in rolls (yes / no)	Number of laminate foils supplied to the project by respondent this year	Number of laminate foils supplied, laminated using the proposed laminator	Comments (if any)
2005					
2006					
2007					
2008					
2009					
2010					

6.1.3. Name of Country: \_\_\_\_\_

Contact Information	General Target Quantity of the Project:	Number of Laminate foils ordered from Respondent :	The primary supplier of the project (if Respondent is not the primary supplier):
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Laminate foil actually supplied by Respondent:

Year	Thickness of supplied laminates	Laminate supplied in rolls (yes / no)	Number of laminate foils supplied to the project by respondent this year	Number of laminate foils supplied, laminated using the proposed laminator	Comments (if any)
2005					
2006					
2007					
2008					
2009					
2010					

6.2. Attach required documents (mark  in the designated space if attached):

Required Document	Attached (mark <input checked="" type="checkbox"/> )
6.2.1. Detailed certification by Respondent's auditor as required by section 16.3.	<input type="checkbox"/>
6.2.2. Respondent, who cannot reveal details of the country, or other information required pursuant to the provisions of section 16 due to confidentiality issues, may attach the documents as required in section 16.2.4.	<input type="checkbox"/>
6.2.3. Respondent, who cannot reveal details of the country, or other information required pursuant to the provisions of section 18.3 due to confidentiality issues, may attach the documents as required in section 18.4.3.	<input type="checkbox"/>

**7. Reference projects for the laminators (section 17 of the tender)**

7.1. Please fill in the table below of each reference project (additional tables can be added as needed):

7.1.1. Name of Country: _____			
Contact Information:	General Target Quantity of laminators for the Project:	Number of laminators ordered from laminator manufacturer :	The primary supplier of the project (if laminator manufacturer is not the primary supplier):
Laminate foil actually supplied by Respondent:			
Year	Number of laminators supplied to the project by laminator manufacturer this year	Comments (if any)	
2005			
2006			
2007			
2008			
2009			
2010			

7.1.2. Name of Country: \_\_\_\_\_

Contact Information:	General Target Quantity of laminators for the Project:	Number of laminators ordered from laminator manufacturer :	The primary supplier of the project (if laminator manufacturer is not the primary supplier):
Laminate foil actually supplied by Respondent:			
Year	Number of laminators supplied to the project by laminator manufacturer this year	Comments (if any)	
2005			
2006			
2007			
2008			
2009			
2010			

7.1.3. Name of Country: \_\_\_\_\_

Contact Information:	General Target Quantity of laminators for the Project:	Number of laminators ordered from laminator manufacturer :	The primary supplier of the project (if laminator manufacturer is not the primary supplier):
Laminate foil actually supplied by Respondent:			
Year	Number of laminators supplied to the project by laminator manufacturer this year	Comments (if any)	
2005			
2006			
2007			
2008			
2009			
2010			

7.1.4. Name of Country: \_\_\_\_\_

Contact Information:	General Target Quantity of laminators for the Project:	Number of laminators ordered from laminator manufacturer :	The primary supplier of the project (if laminator manufacturer is not the primary supplier):
Laminate foil actually supplied by Respondent:			
Year	Number of laminators supplied to the project by laminator manufacturer this year	Comments (if any)	
2005			
2006			
2007			
2008			
2009			
2010			

7.1.5. Name of Country: \_\_\_\_\_

Contact Information:	General Target Quantity of laminators for the Project:	Number of laminators ordered from laminator manufacturer :	The primary supplier of the project (if laminator manufacturer is not the primary supplier):
Laminate foil actually supplied by Respondent:			
Year	Number of laminators supplied to the project by laminator manufacturer this year	Comments (if any)	
2005			
2006			
2007			
2008			
2009			
2010			

7.1.6. Name of Country: \_\_\_\_\_

Contact Information:	General Target Quantity of laminators for the Project:	Number of laminators ordered from laminator manufacturer :	The primary supplier of the project (if laminator manufacturer is not the primary supplier):
Laminate foil actually supplied by Respondent:			
Year	Number of laminators supplied to the project by laminator manufacturer this year	Comments (if any)	
2005			
2006			
2007			
2008			
2009			
2010			

7.1.7. Name of Country: \_\_\_\_\_

Contact Information:	General Target Quantity of laminators for the Project:	Number of laminators ordered from laminator manufacturer :	The primary supplier of the project (if laminator manufacturer is not the primary supplier):
Laminate foil actually supplied by Respondent:			
Year	Number of laminators supplied to the project by laminator manufacturer this year	Comments (if any)	
2005			
2006			
2007			
2008			
2009			
2010			

7.2. The proposed laminator is currently manufactured (yes / no): \_\_\_\_\_

7.3. Attach required documents (mark  in the designated space if attached):

Required Document	Attached (mark <input checked="" type="checkbox"/> )
7.3.1. Detailed certification by laminator manufacturer's auditor, as required by section 17.	<input type="checkbox"/>
7.3.2. Respondent, who cannot reveal details of the country due to confidentiality issues, or other information required pursuant to the provisions of section 17, may attach the documents as required in section 17.2.4.	<input type="checkbox"/>
7.3.3. An affidavit regarding the alternate laminator (section 17.4).	<input type="checkbox"/>

**8. Compatibility between the laminates and the laminators (section 18 of the tender)**

The Respondent hereby declares that the Laminators and the laminates proposed by the Respondent are fully compatible with one another and optimized for use together, within the lamination process of the e-passport (yes / no):

\_\_\_\_\_

**9. Test Plan (section 19 of the tender)**

Required Document	Attached (mark <input checked="" type="checkbox"/> )
9.1.1. Test Plan	<input type="checkbox"/>

**10. Commitment to AQL (sections 20 and 29 of the tender)**

10.1. Respondent commits to an AQL of \_\_\_\_\_%.

10.2. The proposed AQL will be quoted in tenths of a percent.

**11. Subcontractors (section 24 of the tender)**

(Please fill out this section for each subcontractor)

11.1. Name of subcontractor: \_\_\_\_\_

11.2. Method of incorporation of subcontractor (corporation / association / partnership / other) \_\_\_\_\_

11.3. Identifying number (in the relevant register) \_\_\_\_\_

11.4. Country of incorporation of the subcontractor \_\_\_\_\_

11.5. Authorized signatories of the subcontractor and offices held with subcontractor:

	<b>Name</b>	<b>I.D. number</b>	<b>Position in company</b>	<b>Sample signature</b>
<b>12.5.1</b>				
<b>12.5.2</b>				
<b>12.5.3</b>				
<b>12.5.4</b>				

11.6. Attach required documents (mark  in the designated spot if attached)

Required Document	Attached (mark <input checked="" type="checkbox"/> )
11.6.1. Certificate of registration of the company.	<input type="checkbox"/>
11.6.2. Notarized / attorney certified affidavit regarding subcontractor's authorized signatories.	<input type="checkbox"/>
11.6.3. Affidavit according to section 24.2 of the tender.	<input type="checkbox"/>
11.6.4. Tree diagram according to section 24.3 of the tender.	<input type="checkbox"/>

**12. Warranty (section 28 of the tender)**

12.1. Proposed warranty period (excluding storage time): \_\_\_\_\_ years.

12.2. Attach required documents (mark  in the designated spot if attached):

Required Document	Attached (mark <input checked="" type="checkbox"/> )
12.2.1. Warranty Terms	<input type="checkbox"/>

**13. List of Documents to accompany proposal**

Below is a list of documents to be attached to the proposal:

<b>Document</b>	<b>Section of the tender</b>	<b>Precondition</b>	<b>Attached / not attached</b>  (mark ✓ if attached)
Certificate of registration of company.	12	✓	
Certificate by attorney / notary regarding Respondent's authorized signatories.	12	✓	
Confirmation of registration for the tender.	13	✓	
Affidavit – Appendix E of the tender.	14.1, 15	✓	
Affidavit – Appendix F of the tender.	14.2	✓	
Authorization from holders of copyrights allowing use of their rights for the proposal (please attach to affidavit, Appendix F of the tender).	14.2, 14.3	✓	
Certification by accountant regarding the extent of laminates production.	16.3	✓	
Certification by accountant regarding the quantities of proposed laminator.	17.3	✓	
An affidavit regarding alternate laminator.	17.4	✓	

<b>Document</b>	<b>Section of the tender</b>	<b>Precondition</b>	<b>Attached / not attached</b>  (mark ✓ if attached)
Test Plan.	19	✓	
Attachment of samples.	23	✓	
Specimens.	23.2	✓	
Two (2) different laminate designs.	23.3	✓	
Documents regarding subcontractors.	24.1	✓	
Subcontractor's affidavit according to section 24.2 of the tender.	24.2	✓	
Terms of proposed warranty.	28		

13.1. Respondents please note the additional documents to be attached to the proposal:

13.1.1. Price Proposal Form;

13.1.2. Technical specifications (with accompanying documents).

**Respondent / Corporation:** \_\_\_\_\_

**Authorized Signatories:** \_\_\_\_\_

**Signature and stamp:** \_\_\_\_\_

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

## **Appendix C -1 – Price Proposal Form**

The Price Proposal Form must be submitted in a **separate sealed envelope**, marked “Price Quote” (section 36.1 of the tender).

### **1. Respondent details**

1.1. Name of Respondent: \_\_\_\_\_.

1.2. Respondent registration number: \_\_\_\_\_.

### **2. Price quote**

2.1. The price for an **individual laminate** foil is \_\_\_\_\_€ (in words: \_\_\_\_\_€).

2.2. The price for a **single laminating station** is \_\_\_\_\_€ (in words: \_\_\_\_\_€).

2.3. The prices above include, in addition to the product itself, all of the services and components set forth in section 36.3 of the tender and in the contract, Appendix I of the tender.

**Respondent / Corporation:** \_\_\_\_\_

**Authorized Signatories:** \_\_\_\_\_

**Signature and stamp:** \_\_\_\_\_

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

## **Appendix D: Technical Specifications**

Name of Respondent: \_\_\_\_\_

Respondent registration number: \_\_\_\_\_

### **1. General**

- 1.1. The form must be filled completely and legibly and submitted as part of the proposal to the tender.
- 1.2. Every section containing a blank space for insertion in the proposal form indicates the extent of the detail expected from Respondent.
- 1.3. Respondents may add additional tables or rows.
- 1.4. Reference made to a signature requirement on the Technical Specifications Form refers to the signature of the authorized signatory of Respondent.
- 1.5. Reference to sections in Appendix A or Appendix B shall be made using the letters "A" or "B" (respectively) next to the section's number.
- 1.6. The requirements for the attachment of documents that appear in this appendix are provided solely for the convenience of the Respondents; the list of mandatory requirements is set forth in the tender itself.

### **2. The Laminate (section 2A)**

- 2.1. The laminate is made of hot sealed foil (yes / no): \_\_\_\_\_
- 2.2. The thickness of the laminate is: \_\_\_\_\_
- 2.3. The laminate is supplied in continuous rolls (yes / no): \_\_\_\_\_

### **3. Durability and life time (section 3A)**

- 3.1. The life span of the laminate is \_\_\_\_ years from lamination of the laminate into the travel document or following one (1) year from receipt of the product by the Purchaser, whichever is first.
- 3.2. Respondent declares and commits that the laminate shall remain solidly adhered to the data page and protect it; and its optical effects shall remain clearly visible and with negligible changes during the entire period listed in section 3.1 above (yes / no): \_\_\_\_\_

**4. Lamination Quality (section 4A)**

4.1. The lamination process ensures an end product free of air bubbles, folds, creases, tears or any irregularities (yes / no): \_\_\_\_\_

4.2. The adhesive in the proposed laminate is optimized to achieve the results detailed in section 4A and above (yes / no): \_\_\_\_\_

**5. Edges (section 5A)**

5.1. The edges of the sealed laminate are free of burrs or flakes after the lamination process (yes / no): \_\_\_\_\_

5.2. Post-lamination processes that are required to achieve the requirements stipulated in section 5.1A (Please note specifically if there is no post-lamination process):

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**6. Security elements (section 6A)**

The laminate includes the following security elements:

**6.1. Kinetic / morphing effect**

6.1.1. Check ✓ if correct:

The effect is an animation of the design's details.

The effect is a morphing effect from one image to a different one (based on elements provided by the Purchaser).

6.1.2. The size of the element is \_\_\_\_ cm<sup>2</sup>.

6.1.3. The proposed kinetic / morphing effect element can cover part of the travel-document holder's face image (which is printed on the data page) without obscuring the actual face details (yes / no): \_\_\_\_\_

6.1.4. The proposed kinetic / morphing effect element is visible on both dark and bright backgrounds (yes / no): \_\_\_\_\_

6.1.5. Description of the effect and other remarks:

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**6.2. Rainbow effect**

6.2.1. It is possible to apply the proposed rainbow effect element on a large surface of the laminate (yes / no): \_\_\_\_\_

6.2.2. The proposed design of the effect does not interfere with visualizing the text on the data page (yes / no): \_\_\_\_\_

6.2.3. Description of the effect and other remarks:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6.3. Metalized element**

6.3.1. The area of the metalized element is \_\_\_\_\_ cm<sup>2</sup>.

6.3.2. This proposed metalized element is highly visible under diffused lighting (yes / no): \_\_\_\_\_

6.3.3. Description of the element and other remarks:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6.4. Color/contrast change**

6.4.1. The proposed element change its (contrast / color): \_\_\_\_\_

6.4.2. Rotation (in degrees) needed for achieving change in color / contrast: \_\_\_\_\_

6.4.3. The contrast change is from bright to dark (positive-negative effect) (yes / no / NA): \_\_\_\_\_

6.4.4. The color shift is between the following colors: \_\_\_\_\_

6.5. **Micro-text**

6.5.1. The micro-text will be incorporated into the following elements:

6.5.1.1. Micro-text visible with an X5 magnifier: \_\_\_\_\_

6.5.1.2. Micro-text visible with an X15 magnifier: \_\_\_\_\_  
\_\_\_\_\_

6.6. Respondent is requested to describe in detail any limitations or constraints (size, location, interference or interaction with any other elements, etc.) related to any and all of its proposed security elements, which may impact the data page, the data contents, the personalization process or the e-passport in general:

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6.7. **Graphical design**

The Respondent hereby states that the information presented in section 6.3A is acceptable, and that this information will not inhibit use of the proposed product.

6.8. **Visibility**

6.8.1. According to Respondent's tests, proven experience and knowledge, the security elements on the proposed laminate are bright and visible under different indoor and outdoor light conditions such as:

6.8.1.1. Direct sunlight;

6.8.1.2. Diffused daylight (such as light from overcast skies);

6.8.1.3. Fluorescent lamps;

6.8.1.4. Directional lights.

Respondent's signature: \_\_\_\_\_

6.9. Placement of security elements is according to the tolerance detailed in section 3.2B (yes / no): \_\_\_\_\_

**7. Color/tint (section 7A)**

7.1. The laminate is transparent and doesn't have any yellowish or other tint after it is laminated to the data page (yes = correct / no): \_\_\_\_\_

7.2. Respondent commits that the optical quality shall remain stable throughout the lifespan of the laminate (yes / no): \_\_\_\_\_

**8. UV transmission (section 8A)**

8.1. The laminate does not block UV light with a wavelength of 365nm, and allows visualization of the data page which will be printed with specialized UV security ink (yes / no): \_\_\_\_\_

8.2. The laminate allows reading of the MRZ without any interference (yes / no): \_\_\_\_\_

**9. Traceability (section 9A)**

9.1. Please detail the mechanism for tracking an **individual laminate foil**; Is proprietary equipment needed to facilitate such reading, or can standard, off the shelf equipment be used?

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9.2. Please detail the mechanism for tracking and logistic management of **each laminate roll**; Is proprietary equipment needed to facilitate such reading, or can standard, off the shelf equipment be used?

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**10. Tamper resistance (section 10A)**

10.1. Does the proposed laminate resist chemical attacks (acids, solvents etc.) and physical/mechanical attacks (heating, cooling, abrasion etc.) (yes / no): \_\_\_\_\_

10.2. Mark ✓ if attached:

- Technical data regarding tamper resistance features;
- Tests conducted by the Respondent proving the tamper resistance features;
- Tests conducted by third party, proving the tamper resistance features;

**11. Tamper evidence (section 11A)**

11.1. The following security elements are visibly affected when the laminate is tampered with: \_\_\_\_\_

11.2. When the laminate is tampered with, it cannot be reused (yes / no): \_\_\_\_\_

11.3. The damage from tampering attempt is clearly visible without a need for any dedicated instrument (yes / no): \_\_\_\_\_

11.4. Please detail the effects of the tamper evident mechanisms:

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**12. Shelf life (section 12A)**

12.1. The rolls of the laminate have a shelf life of at least \_\_\_\_\_ under normal office conditions in Israel.

12.2. Please specify the storage conditions and specifications recommended for unused laminate rolls and for partially – used rolls:

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**13. Environmental data (section 13A)**

13.1. The lamination process does not emit toxic fumes or any other hazardous substance during operation or storage (yes / no): \_\_\_\_\_

13.2. Please specify the exact process to handle or dispose of used or defective rolls (in order to minimize environmental effects as well as security risks):

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13.3. Please mark ✓ if attached:

- Relevant certifications from Environmental Agencies
- Respondent's environment and sustainability policies as they apply to the proposed laminates and adhesives.

**14. Laminator – General**

14.1. The proposed laminator is manufactured by: \_\_\_\_\_

14.2. Model of proposed laminator: \_\_\_\_\_

**15. Type of Laminator (section 2B)**

15.1. The laminator is a desktop unit that uses laminate foils in rolls (yes / no): \_\_\_\_\_

15.2. The laminator is compatible with e-passports as described in the tender documents, and with the chip in the back cover (yes / no): \_\_\_\_\_

**16. Accuracy (section 3B)**

16.1. The temperature of the laminator is stable to within  $\pm 2.5^{\circ}\text{C}$  (yes / no):  
\_\_\_\_\_

16.2. The laminator places the laminate on the data page of the booklet with a tolerance of  $\pm 1\text{mm}$  in both the horizontal and vertical axis and no more than  $\pm 2^{\circ}$  skew (yes / no): \_\_\_\_\_

**17. Throughput (section 4B)**

17.1. A **laminating station** operated continuously by one operator is able to produce at least \_\_\_\_\_ laminated passports per minute, on an ongoing basis (effective throughput), using \_\_\_\_\_ (1 / 2) laminators simultaneously, under Respondent's recommended operating parameters for the specific Passport booklets used in this project.

17.2. Considering the duration proposed in 17.1 above, these are the ranges for optimal lamination result:

17.2.1. Temperature: \_\_\_\_\_

17.2.2. Pressure: \_\_\_\_\_

17.2.3. Expected Average (effective) throughput per hour, under the above ranges: \_\_\_\_\_ ePassports per hour per laminating station.

**18. Adjustments (section 5B)**

18.1. The following parameters are adjustable (please note for each parameter if adjustable directly on the laminator or through a computerized interface):

18.1.1. Temperature: \_\_\_\_\_

18.1.2. Pressure: \_\_\_\_\_

18.1.3. Process duration: \_\_\_\_\_

18.2. Does the proposed laminator include protection of its setup against unauthorized or unintentional changes (yes / no)? \_\_\_\_\_

If yes, please explain the mechanism:

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**19. Maintenance requirements (section 6B)**

Please specify all the maintenance steps required to keep the laminators operational and safe to use:

19.1. At the shift level:

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19.2. At daily level:

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19.3. Weekly maintenance:

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19.4. Other recommended periodic maintenance treatments:

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**20. Safety and environmental data (section 7B)**

20.1. The laminator is able to work in standard office settings, without any adverse effects on the safety of the operators (yes / no): \_\_\_\_\_

20.2. The laminator or the lamination process does not emit toxic fumes or any other hazardous substance during operation (yes / no): \_\_\_\_\_

20.2.1. Please specify any details relevant to this issue:

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20.3. Please describe the environmental conditions (such as temperature, humidity, ventilation) that are recommended for optimal use of the laminators.

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**21. Electrical specifications (section 8B)**

The laminator operates at 220V/50Hz (yes / no): \_\_\_\_\_

**Respondent / Corporation:** \_\_\_\_\_

**Authorized Signatories:** \_\_\_\_\_

**Signature and stamp:** \_\_\_\_\_

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

**Appendix E: Affidavit pursuant to Section 14.1 of the Tender**

1. I \_\_\_\_\_ the undersigned, bearer of identity / passport number \_\_\_\_\_, am making this affidavit with respect to the Tender for the supply of security laminates and laminators for biometric travel documents.
2. I am submitting this affidavit on behalf of \_\_\_\_\_ corporation, whose identifying number is \_\_\_\_\_ (hereinafter – the Respondent). The corporation was incorporated in \_\_\_\_\_.
3. I work for Respondent in the position of \_\_\_\_\_.
4. I am an authorized signatory for the Respondent and my signature when given, binds the Respondent.
5. Additional authorized signatories in the Respondent are (name, identity number):
  - 5.1. \_\_\_\_\_ .
  - 5.2. \_\_\_\_\_ .
  - 5.3. \_\_\_\_\_ .
6. I have read the tender documents, understood them and unconditionally accept the terms of the tender.
7. I hereby declare that I am not aware of any held positions or matters (such as providing counsel to certain entities, membership on boards, ownership of assets and businesses etc.), of the Respondent or its authorized signatories, that might place them in a situation of a possible conflict of interest while providing the products, their accompanying components or the services contemplated by this tender.
8. As of the submission of this proposal I am not aware of any impediment (including conflict of interest), which would prevent Respondent from being awarded the tender or satisfying any of its undertakings pursuant to the proposal or the tender or the appended contract or by law.
9. I declare that the Respondent only uses only original licensed software.
10. I declare that all of the data set forth in the proposal was checked by me and is true and accurate.
11. This is my name, my signature, and the content of this affidavit is true.

\_\_\_\_\_  
Signature

**Certification**

I hereby certify that on the date of \_\_\_\_\_, Mr./Ms. \_\_\_\_\_ bearer of identity number \_\_\_\_\_, appeared before me \_\_\_\_\_, Advocate, and after having been cautioned to state the truth or otherwise be subject to penalties prescribed by law if he/she fails to do so, affirmed the accuracy of his/her affidavit above and signed upon it in my presence.

\_\_\_\_\_  
\_\_\_\_\_, Advocate

**Appendix F: Declaration pursuant to Section 14.2 of the Tender**

1. I \_\_\_\_\_ the undersigned, bearer of identity number \_\_\_\_\_, am making this affidavit in respect to the Tender for the supply of the security laminates and laminators for biometric travel documents.
2. I am submitting this affidavit on behalf of \_\_\_\_\_ corporation, whose identifying number is \_\_\_\_\_ (hereinafter – the Respondent). The corporation was incorporated in \_\_\_\_\_.
3. I work for Respondent in the position of \_\_\_\_\_.
4. I am an authorized signatory for the Respondent and my signature when given binds the Respondent.
5. The Respondent is the owner or licensed to use, distribute or sell, all the rights (including intellectual property rights) to the tools, methods and components that will be used to execute this tender (if the Respondent is awarded the tender), in such manner that the following shall apply at all times:
  - 5.1. There is no impediment or restriction, of any kind, on the Respondent from using, distributing or selling the products or the accompanying components, in accordance with the tender Documents;
  - 5.2. Respondent can satisfy all of its obligations under the agreement and the proposal, in full and in a timely manner;
  - 5.3. Respondent may enter into an agreement (if awarded the tender) pursuant to the terms of the contract (Appendix I of the tender) without harming or infringing in any manner on the rights of any third party, including intellectual property rights of any kind (copyrights, patents, trade secrets, designs, trademarks etc.);
  - 5.4. No impediment or restriction exists on the transfer of title in the product, its components or attendant parts, to the Purchaser or its representative or from Purchaser to third parties.
6. Below are the components of the proposed product (including all of the components required under the terms of the agreement) the rights to which belong to a third party:
  - 6.1. \_\_\_\_\_.
  - 6.2. \_\_\_\_\_.

6.3. \_\_\_\_\_.

6.4. \_\_\_\_\_.

6.5. \_\_\_\_\_.

7. Attached to this declaration are certifications from the owners of the rights to the aforementioned components, permitting Respondent to offer said components as part of its proposal.

8. This is my name, my signature and the content of my affidavit is true.

\_\_\_\_\_

Signature

**Certification**

I hereby certify that on the date of \_\_\_\_\_ Mr./Ms. \_\_\_\_\_ bearer of identity number \_\_\_\_\_, appeared before me \_\_\_\_\_, Advocate, and after having been cautioned to state the truth or otherwise be subject to penalties prescribed by law if he/she fails to do so, affirmed the accuracy of his/her affidavit above and signed upon it in my presence.

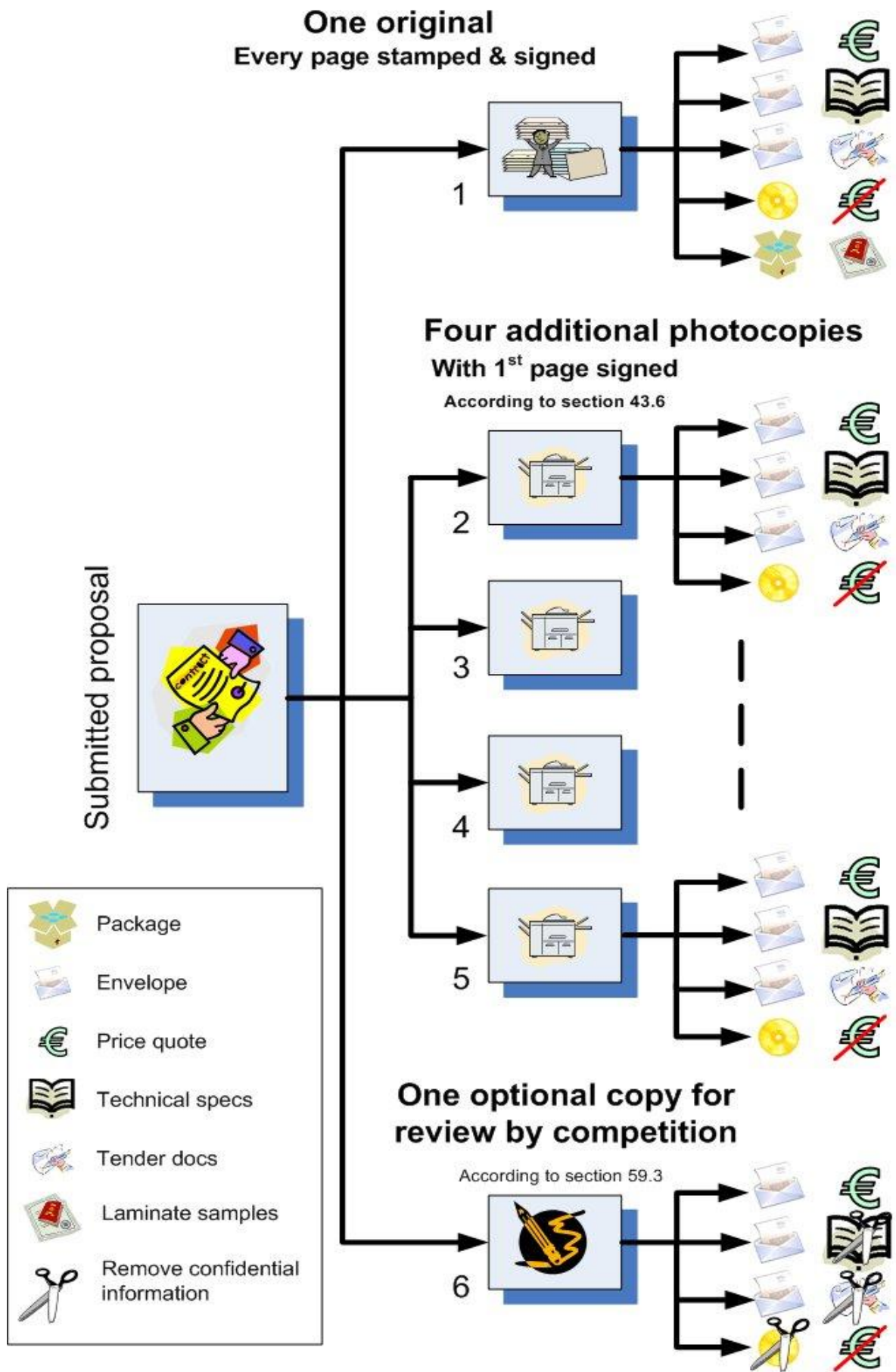
\_\_\_\_\_

\_\_\_\_\_, Advocate

## **Appendix G: Structure of the Proposal**

Without derogating from provisions of section 41, proposals will be submitted using an envelope or a box, marked "Public Tender no. 130/2010 for supply of Laminates and Laminators for Biometric Travel Documents", containing:

1. One envelope (Marked as "Original copy, Respondent No. \_\_\_"), containing the original copy of the proposal, divided as follows:
  - 1.1. One envelope containing Appendix C1 of the tender (Marked as "Price Quote, Respondent No. \_");
  - 1.2. One envelope containing Appendix D and all required documents (Marked as "Technical specification, Respondent No. \_\_\_");
  - 1.3. 112.1.2. One envelope containing rest of tender documents and requested documents (Marked as "Tender documents, Respondent No. \_\_\_");
  - 1.4. One CD /DVD containing a version of the proposal without prices (all documents without Appendix C-1 - Price proposal Form) and marked as "Respondent No. \_\_\_".
2. Four (4) copies of the proposal in four envelopes, each envelope marked as "Copy No. \_\_, Respondent No. \_\_\_", and divided as follows:
  - 2.1. One envelope containing Appendix C1 of the tender (Marked as "Price Quote, Copy No. \_\_, Respondent No. \_");
  - 2.2. One envelope containing Appendix D and all required documents (Marked as "Technical specification, Copy No. \_\_, Respondent No. \_");
  - 2.3. One envelope containing rest of tender documents and requested documents (Marked as "Tender documents, Respondent No. \_\_\_");
  - 2.4. One CD /DVD containing a version of the offer without prices (all proposal documents without Appendix C1 - Price proposal Form) and marked as "Respondent No. \_\_\_".
3. One copy of the proposal, for review by competitors, according to section 43.4 of the tender (optional).
4. Please see, for sake of clarity, the following diagram:



## **Appendix H: Receiving Personalized Sample Pages**

1. Purchaser will send Registrants personalized sample pages according to the procedure detailed in this appendix.
2. Registrants to the tender that comply with the following criteria will receive personalized sample pages:
  - 2.1. The registrant is incorporated in a country that maintains diplomatic relations with the State of Israel.
  - 2.2. The Israeli Security Agency (ISA) has approved the registrant for that purpose. A decision made by the ISA in this regard is considered final, and cannot be appealed.
    - 2.2.1. ISA approval shall not constitute presumption according to registrant's compliance with section 12 of the tender.
  - 2.3. The registrant is a security laminate manufacturer, which complies, according to its statement, with provisions of section 16 of the tender.
  - 2.4. The registrant has guaranteed, via the registration form, Appendix L of the tender, to return all the personalized sample pages it received.

**Appendix I of the tender - Contract**

Entered into in Jerusalem, Israel, on the \_\_\_\_ of \_\_\_\_\_, 2011

- Between -

**Government of Israel, by the Population, Immigration and Border Authority, through its authorized signatories, Director General of the Population, Immigration and Border Authority and Accountant of the Ministry of the Interior;**

**(Hereinafter: "Government")**

**As one party;**

-And-

\_\_\_\_\_  
Whose address is \_\_\_\_\_

Registered in the \_\_\_\_\_ Register

Corporate no. \_\_\_\_\_

By the authorized signatories \_\_\_\_\_

**(Hereinafter: "Supplier")**

**As the second party;**

**Whereas:** The State of Israel has decided to issue biometric travel documents, through the Population, Immigration and Border Authority (the "**Authority**"); and

**Whereas:** The Authority has published a tender for the supply of security laminates and compatible laminators, specifying the criteria to be satisfied by the Supplier and by the laminates and laminators proposed by Supplier; and

**Whereas:** Supplier was awarded the tender to supply said laminates and laminators; and

**Whereas:** Supplier agrees to supply the laminates and laminators to the State of Israel, and is qualified to enter into this agreement by all relevant law or contract;

**Therefore it is declared stipulated and agreed between the parties as follows:**

**1. Preamble**

- 1.1. The preamble and schedules to this agreement constitute an integral part thereof.
- 1.2. This agreement and the schedules appended hereto constitute the complete and exclusive agreement between the parties, regarding the matters stipulated therein.
- 1.3. The schedules to this agreement are as follows:
  - 1.3.1. Schedule (1) – Time schedule;
  - 1.3.2. Schedule (2) – Performance bond;
  - 1.3.3. Schedule (3) - Order form;
  - 1.3.4. Schedule (4) - Supplier's confidentiality undertakings;
  - 1.3.5. Schedule (5) - Supplier's Representative's confidentiality undertakings;
  - 1.3.6. Schedule (6) – Supplier's proposal to the tender.

**2. Definitions**

In this agreement the following terms are ascribed the meanings assigned to them:

- 2.1. **“Supply”** or **“To Supply”** – includes the manufacture, processing or acquisition, packaging, storage, transportation and delivery, or any other related action;
- 2.2. **“Delivery place”** – The government compound in Jerusalem as specified in the order.
- 2.3. **“Issuing Sites”** – Sites for the issuance of travel documents, in Jerusalem and Ben Gurion airport.

- 2.4. **“Purchaser”** or **“Authority”** - Population, Immigration and Border Authority in the Ministry of the Interior;
- 2.5. **“Purchaser’s Representative”** – Mr. Baruch Dadon, Projects Director in the Authority, or any individual appointed by the Director General of the Authority to oversee this agreement.
- 2.6. **“Travel Documents”** – Passports or other travel documents as defined by the Passports Law 5712 – 1952;
- 2.7. **“Days”** – Calendar days, unless clearly stated otherwise.
- 2.8. **“Working days”** – Sunday to Thursday, as is customary in Israel, excluding Jewish holidays.
- 2.9. **“Proposal”** – The proposal submitted by Supplier, and was awarded the tender.
- 2.10. **“Security Laminate”, “Laminate”** or the **“Product”** – A foil of the laminate (supplied in rolls), offered by the Supplier in its proposal and was approved by the Purchaser according to section 8.3.
- 2.11. **“Laminator”** – The laminator offered by the Supplier in its proposal.
- 2.12. **“Alternate Laminator”** – The laminator that the Supplier has noted in its proposal as compatible to the laminate, according to section 17.4 of the tender;
- 2.13. **“Laminating station”** – a station operated by a single operator, providing an effective throughput as offered by the Supplier in its proposal and no less than four (4) laminated passports per minute on an ongoing basis.
- 2.14. **“Batch”** – A quantity of laminate rolls, designated for one shipment;
- 2.15. **“Production Batch”** – A quantity of laminate rolls manufactured during one production run;
- 2.16. **ICAO** - International Civil Aviation Organization.
- 2.17. **“AQL” (Acceptable Quality Level)** – measure of reliability of the product) – the percentage of defective laminate foils in each production batch, on the basis of standard sample sizes, the deviation from which will lead to the rejection of the entire production batch.

- 2.18. **“COC” (Certificate of Compliance)** – A certificate signed by the highest ranking officer of the organization responsible for quality assurance, attesting to the compliance of the product with the required functionality and quality control standards.
- 2.19. **“COT” (Certificate of Test)** - A certificate signed by the highest ranking officer of the organization responsible for quality assurance, attesting that the product is in compliance with the tests stipulated for the product.
- 2.20. **“Defective Product”**- an end product with any of the following (non-exhaustive list): air bubbles, folds, creases, tears or any irregularities, found either during compliance tests (if said tests were in fact conducted); or during the travel document issuing process; or up to ten (10) years subsequent thereto, for reasons unrelated to normal use of the booklets.
- 2.21. **“Serial Defect”**- Each of the following:
- 2.21.1. The percentage of defective products in a single production batch (which has been delivered to Purchaser) exceeds one percent (1%) of the total number of products manufactured in the same production batch, irrespective of the discovery date of the defect;
  - 2.21.2. The percentage of defective products out of all the products supplied during the preceding twelve (12) months exceeds one percent (1%), irrespective of the discovery date of the defect;
  - 2.21.3. The percentage of defective products discovered over a period of twelve (12) consecutive months exceeds half of one percent (0.5%) of the annual mean number of travel documents issued in Israel during the preceding thirty six (36) months.
- 2.22. **“Means of Control”** – in a corporation, any of the following:
- 2.22.1. The right to vote at the general assembly of a company or at an equivalent meeting of another entity;
  - 2.22.2. The right to appoint a director or general manager in an entity;

- 2.22.3. The right to participate in the distribution of profits of the corporation;
- 2.22.4. The right to participate in the surplus assets of an entity at liquidation after its liabilities are discharged;
- 2.23. **“Control”** – The ability to direct the activity of a corporation – whether alone or with others or through others, directly or indirectly – arising from holding the Means of Control in that corporation or in any other corporation; including capability that derives from the corporation's articles of association, from a written, oral or any other kind of agreement; or which derives from any other source, other than during the routine fulfillment of an employee's duties in the corporation;
  - 2.23.1. Without derogating from the generality of the above, one will be perceived as having substantial influence in a corporation if one holds fifty percent or more of any Means of Control in the corporation; or if one has the ability to prevent the adoption of business decisions in the corporation, other than resolutions relating to the Means of Control in the corporation or decisions regarding the sale or liquidation of the majority of the corporation's business or the institution of material changes therein; The presumption is that one has control in a corporation if one holds the majority of Means of Control of any kind;

### **3. Term of Agreement**

- 3.1. The parties hereby enter into a five (5) years agreement commencing from the date of its signing by the authorized signatories (hereinafter: the **“Original Contract”**).
- 3.2. Notwithstanding the above, Purchaser reserves the right to extend the Original Contract period for two additional periods of thirty (30) months each, not to exceed a total combined period of ten (10) years (including the Original Contract period).
- 3.3. The undertakings of the parties pursuant to the provisions of this agreement, which by their nature are not limited to the contractual period, shall remain in effect subsequent to the contractual period as well; without derogating from the generality of the above, it is agreed

that the undertakings stipulated by sections 17, 20, 21 ,24 and 29 below constitute such commitments.

#### **4. Representations of Supplier**

Supplier represents:

- 4.1. Supplier hereby warrants that it is authorized to enter into this Contract and that there is no contractual, legal or other hindrance to perform or fulfill its commitments, obligations and undertakings hereunder, including the delivery of the laminates and laminators, as stipulated by Supplier's proposal to the tender, as well as all the necessary components as stipulated by this agreement.
- 4.2. That Supplier possesses the professional knowledge, experience, expertise, and skills required to supply laminates and laminators; that Supplier has all the necessary tools at its disposal, and that it possesses the relevant ability and skill to fully and in a timely manner, fulfill its commitments under this agreement;
- 4.3. Supplier represents and warrants that it understands the needs and requirements of the Authority with regard to this agreement, and that all of these needs and requirements can be achieved through the proposal submitted by Supplier;
- 4.4. Supplier represents and warrants that it has signed this agreement after carefully reviewing the text of the tender with all of its appendices and clarifications, that it has understood them, has received all of the explanations and instructions required in order to prepare its proposal and its undertakings pursuant to this agreement, and that it has no claim against the Authority with regard to incomplete or insufficient disclosure, error or defect with regard to the data or the tasks required in supplying laminates and laminators;
- 4.5. Supplier represents and warrants that it is aware that Authority has contracted with it on the basis of its proposal and on the basis of the representations and undertakings made and asserted in the proposal and in this agreement, above and herein.

#### **5. The laminate and laminator**

- 5.1. Supplier undertakes to supply laminates that were approved by Purchaser as set forth in section 8.3 below.

- 5.2. Supplier will supply numbered laminates and numbered laminate rolls, using the numbering system offered in its proposal to the tender.
- 5.3. Supplier will supply laminators as stipulated in section 18.
  - 5.3.1. Authority may buy the laminator directly from the laminator manufacturer, at its sole discretion. This shall not derogate from the warranty provided by Supplier or from provisions of sections 8.10 - 8.11, 20 and 22.
  - 5.3.2. Authority may buy different laminators than the proposed laminator, at its sole discretion. In this case, if the laminator bought by Authority is not an Alternate Laminator, the warranty will cease upon lamination, and provisions of sections 20 shall not be valid for laminates laminated using this laminator.
    - 5.3.2.1. This shall not lessen from provisions of sections 8.10, 20.3.1 - 20.3.2 and 22, but section 8.11 shall not apply (if such decision is made during setup stage).
  - 5.3.3. Authority may buy Alternate Laminators, at its own discretion. This will not derogate from the warranty provided by Supplier (section 20) or from provisions of sections 8.10 - 8.11, 17 and 22.
- 5.4. It is hereby clarified that Authority is not obliged to buy laminators from the Supplier.

**6. Contract Milestones**

- 6.1. The Contract is divided into two key phases:
  - 6.1.1. The (initial) setup phase;
  - 6.1.2. The ongoing supply phase.
- 6.2. The setup phase will commence upon the signing of this agreement.
- 6.3. The setup phase will terminate following the delivery of three hundred thousand (300,000) laminates, but no later than sixty (60) days after the execution of this agreement, except upon prior written notice by the Purchaser.

- 6.4. Notwithstanding the above, transition from the setup phase to the ongoing supply phase is contingent upon written confirmation by Purchaser that the setup phase has terminated.

## **7. Stages of the Setup Phase**

- 7.1. The Setup Phase will be split into two main stages:
- 7.1.1. The Travel Document Development Stage – detailed in section 8.
- 7.1.2. The Trial Stage – detailed in section 9.
- 7.2. The Travel Document Development Stage commences with the onset of the Setup Phase (6.2 above) and expires upon commencement of the Trial Stage, twenty one (21) days following the execution of the agreement or upon approval of laminate design (section 8.3.5), whichever is later.
- 7.3. Notwithstanding the above, a prerequisite to the transition from the Travel Document Development Stage to the Trial Stage is receipt of written notification from the Purchaser that the Travel Document Development Stage has been completed.

## **8. Travel Document Development Stage**

- 8.1. During the Travel Document Development Stage the parties will act to establish an efficient lamination process, and to formulate the final design of the laminate.
- 8.2. Supplier will supply by the end of Travel Document Development Stage laminators for two (2) Laminating stations (unless Purchaser chooses to purchase such laminators or Alternate Laminators directly from manufacturer and notifies Supplier accordingly) with written recommendations for optimal operation of Laminating Stations; and provisions of section 18 shall apply, mutatis mutandis.
- 8.3. The detailed design of the laminate will be conducted as follows:
- 8.3.1. At the start of this stage, Purchaser will send Supplier (using secured e-mail or an alternative mutually agreed mechanism) its comments about the proposed laminate design. Purchaser may choose one of the proposed designs (after correction

according to Purchaser's comments) or a combination thereof.

8.3.2. Authority will send representatives, which will be authorized to approve the final design of the laminate, to Supplier's facilities seven (7) days after sending the comments, or at a later date, subject to giving five (5) days advance written notice to Supplier; Purchaser representatives will visit Supplier's facilities for four (4) working days (Monday to Thursday), in order to complete and approve the design.

8.3.2.1. Flights, accommodation etc., will be paid by Authority.

8.3.3. Authority will send the foregoing representatives to Supplier's facilities again during the following week, if representatives had not approved the laminate design in the previous visit.

8.3.4. Supplier will perform all necessary actions in order to formulate the final design of the laminate, based on its proposed designs and Purchaser's comments, and will present an approved final design within twenty one (21) days from receiving the aforesaid comments, but no later than within 14 days from last day of first visit (section 8.3.2 above).

8.3.4.1. Without derogating from generality of the above, Supplier undertakes to provide all professional resources needed during the visit, including professional graphic designer.

8.3.5. A design will be deemed approved by Purchaser only upon written confirmation by Purchaser. The written approval of the final design is a fundamental term of the agreement.

8.4. Supplier will submit within fourteen (14) days of the commencement of the Travel Document Development stage, its detailed proposed plan for transporting the product to the delivery place, unless otherwise governed by section 14.1 of the agreement.

8.5. Authority will send to Supplier, within twenty one (21) days of commencing of this agreement, tamper evident tape, with which

Supplier will seal the packages delivered to Purchaser (section 13.1 below).

- 8.6. Supplier will send for approval of Purchaser, within fourteen (14) days from the start of the Travel Document Development stage, its packing specifications for the product, unless otherwise specified in section 13 of the agreement; the specifications approved in writing by the Purchaser will be called hereinafter – the **Packing Specifications**.
- 8.7. Supplier will send for approval of Purchaser within fourteen (14) days from the start of the Travel Document Development stage, a proposed reporting format that will be attached by Supplier to each batch delivered (and will also be sent to Purchaser for each batch, via electronic means), as stipulated in section 13.4; the reporting format approved in writing by the Purchaser will hereinafter be called – the **Reporting Format**.
- 8.8. Supplier that proposed a computerized / automated mechanism to read tracking numbers or symbols marked on the laminate, using proprietary equipment, will supply to Purchaser twenty (20) reading devices (including user and operating instructions, any required software or interfacing information) with no additional cost, within fourteen (14) days of the start of the Travel Document Development stage.
- 8.9. Supplier undertakes, at its own expense, to examine the storage facilities and conditions and to approve suitability of these to the storage specifications detailed in its proposal, prior to shipping products. This examination will be conducted by one person, whose particulars will be sent to Purchaser upon signing this contract (subject to security authorization by Purchaser).
- 8.10. Supplier undertakes to provide the Purchaser with professional guidance, training and support to the extent and at the times requested by Authority during the Setup Phase.
  - 8.10.1. Without derogating from the generality of the above, the professional guidance during the Setup Phase shall include all the assistance needed in establishing the lamination process. This will include adjustments of the pressure and heat of the laminators to receive optimal lamination results and an effective throughput of the laminating station (as

proposed in Supplier's proposal). Supplier undertakes to send a skilled expert to Israel, at its expense, who specializes in the lamination process, for the aforementioned support at Purchaser's facility, for a period not to exceed five (5) consecutive days in Israel (at a time to be determined by Purchaser).

8.10.1.1. Travel days will not be counted as work days.

8.10.2. The professional guidance set forth in this section (8.10) will be provided at no additional cost.

8.10.3. The provisions of sections 22.5 - 22.9 shall apply, mutatis mutandis, with respect to the professional guidance detailed in section 8.10.1.

8.11. Supplier will send Purchaser, within ten (10) days of sending the skilled expert (section 8.10.1) written procedures for achieving optimal lamination results (including any post-lamination procedures, if relevant). The procedures, approved in writing by the Purchaser, will be called hereinafter – the **Lamination Procedures**.

8.11.1. In case Purchaser will buy alternate laminator after lamination procedures were approved, Purchaser will pay for a skilled expert's visit (according to section 22.3 below), and Supplier will send adjusted procedures for Supplier's approval with no additional cost.

## **9. Trial Stage**

9.1. Three hundred thousand (300,000) laminates must be delivered to the Authority in up to three (3) batches, prior to the completion of the Trial Stage (as contemplated in sections 6.3 and 6.4) subject to the provisions of section 9.2 below.

9.2. Supplier undertakes to supply the first batch of the above Trial Stage batches, within sixty-five (65) days from the signing of the agreement; or at a later date, if given a forty five (45) day prior written notice by Purchaser; the first batch shall not contain less than one hundred thousand (100,000) units.

9.3. The provisions of sections 11.2.1 - 11.8 will apply mutatis mutandis to the supply of products during the Trial Stage.

**10. Ongoing Delivery Phase – Ordering the Product**

- 10.1. Orders placed during the Ongoing Delivery Phase for the product will be placed at least 90 days prior to required delivery date, by way of the order form, Schedule (3) of the contract, or on any other duly signed form, on which Purchaser has sent prior written notice to Supplier.
- 10.2. Orders will be placed by Purchaser's authorized representative in writing, specifying the quantity requested in the batch ordered, the delivery place and date for delivery.
- 10.3. Supplier must notify Purchaser as early as possible of the production dates for its order, so that Purchaser can arrange a visit to the production facility as set forth in section 15.2.
- 10.4. An order during the Ongoing Delivery Phase may not be made for less than five hundred thousand (500,000) units.

**11. Delivery of the Product during the Ongoing Delivery Phase**

- 11.1. Delivery of the product during the Ongoing Delivery phase shall be made only after the Supplier receives an actual order from the Purchaser.
- 11.2. Supplier undertakes to deliver the product in the quantities, on the dates and to the location specified in the order.
  - 11.2.1. Supplier may deliver the product earlier than the date specified in the order only upon prior written approval from the Purchaser.
- 11.3. Supplier will deliver the product to the delivery place noted in the order.
- 11.4. Confirmation of receipt of the products by Purchaser will be sent upon receiving the products. This notification constitutes proof of acceptance of the products only and shall not be deemed evidence of Supplier's compliance with the quality of the products sent.
- 11.5. Without derogating from Supplier's undertaking pursuant to section 11.2, Supplier undertakes to notify Purchaser of any delay in the delivery of the products, as early as practically possible; In such instance, Purchaser may, at its sole discretion, allow Supplier to deliver the products at a later date than the date specified in the order, and the new date shall then be designated as the delivery date.

- 11.6. Without derogating from the provisions of sections 11.2 and 11.5 or from any other relief available to Purchaser, it is agreed that in the event of a delay Supplier will compensate Purchaser, with no additional need to prove damages, as follows:
- 11.6.1. For a delay not exceeding fourteen (14) days from the date specified in the order Supplier will pay Purchaser a monetary compensation equivalent to ten percent (10%) of the value of the order, not including VAT;
- 11.6.2. For a delay of fifteen (15) days to thirty (30) days from the date specified in the order, Supplier will pay Purchaser a monetary compensation equivalent to thirty percent (30%) of the value of the order, not including VAT;
- 11.6.3. For a delay of more than thirty (30) days from the date specified in the order, Supplier will pay Purchaser a monetary compensation equivalent to fifty percent (50%) of the value of the order, not including VAT;
- 11.7. The liquidated damages set forth in section 11.6 above may be offset in accordance with section 37.
- 11.8. A delay exceeding forty-five days from the date specified in the order constitutes a fundamental breach of the agreement.

## **12. Tests conducted by Supplier**

- 12.1. Supplier undertakes to carry out tests on the product during the production process and prior to delivery, as specified in its proposal to the tender.
- 12.2. Each batch sent by Supplier will be accompanied by a Certificate of Compliance (COC) signed and certified by Supplier's quality control manager, with the final test results including COT, demonstrating that the shipped products have successfully passed the tests specified in section 12.1.
- 12.3. Supplier undertakes not to ship any production batch that failed the tests.

12.4. Purchaser or its representative may supervise the tests conducted by Supplier, at Supplier's facility, or at any subcontractor, upon providing prior written notice to Supplier.

12.4.1. It is understood that Purchaser's supervision does not detract from the liability of Supplier or its undertakings pursuant to this agreement.

### **13. Product Packaging and Product Information**

13.1. Supplier undertakes to ship the products in such a way that each roll will be sent in sealed, tamper evident packages, with each roll sealed using the tamper evident tape sent to Supplier by Purchaser.

13.1.1. Supplier will notify Purchaser, at least 60 days in advance and in writing, when the tamper evident tape is predicted to be exhausted; Purchaser will send tamper evident tape to Supplier within forty five (45) day from Supplier notification.

13.2. The production batch number will be printed on each package in standard barcode and human readable text.

13.3. Supplier undertakes to ship the products consistent with the packaging specifications.

13.4. The product details and production batch number will be sent by a digital file in CSV format, in accordance with the reporting format.

### **14. Transportation and Storage**

14.1. Supplier shall pay for and be responsible for the shipment of the product from Supplier's facility to the delivery facility.

14.2. Purchaser will store the products according to the storage specifications.

14.2.1. Storage that does not conform to the storage specifications shall not constitute a breach of contract, however the warranty provided by Supplier (section 20) and the provisions of section 17 shall not apply to products which are stored contrary to the storage specifications, provided that the defect in the product was caused by Purchaser's improper storage conditions.

## **15. Inspections by Purchaser**

- 15.1. Purchaser is permitted to inspect the delivered products by itself or by others on its behalf.
- 15.2. Purchaser is permitted, upon providing prior written notice, to visit Supplier's or the subcontractor's facility during production, to ascertain that Supplier is in compliance with the agreement.
- 15.3. Any inspection or monitoring conducted by Purchaser shall not derogate from Supplier's liability or its undertakings under this agreement.

## **16. AQL Acceptable Quality Level**

- 16.1. The AQL standard is \_\_\_\_\_% (in words: \_\_\_\_\_ percent) [in accordance with the Supplier's proposal].
- 16.2. A production batch that deviates from the above standard (namely, an AQL percentage which is higher than that stated in 16.1 above) will be rejected in its entirety (hereinafter – **Disqualified Batch**) and shall not be shipped to Purchaser.
- 16.3. Purchaser is entitled to destroy a disqualified batch that was shipped to it, at Supplier's expense.
  - 16.3.1. Purchaser will send fifteen (15) days prior written notice to Supplier, of its intent to destroy a disqualified batch and will append to such notice the results of the test that led to the aforementioned decision to reject the batch; Supplier is entitled to respond to said notice. Nevertheless, Purchaser retains the right to make the final decision regarding the rejection of the batch.
  - 16.3.2. Supplier may send a representative at its own expense to Israel, in coordination with Purchaser, to witness the destruction of the disqualified batch. To dispel any doubt, the arrival of such representative shall not be considered as one of the visits included in the price of the agreement, as set forth in section 20.
  - 16.3.3. Supplier will reimburse Purchaser for the monies paid for the disqualified batch that was delivered to Purchaser.

- 16.3.4. Purchaser may demand that Supplier replace the units which were destroyed as a disqualified batch within twenty one (21) days and the provisions of sections 11.2 - 11.8 shall apply, mutatis mutandis.
- 16.3.5. If a production batch is so disqualified by Purchaser, Supplier will conduct a detailed investigation into the defect and its occurrence, and will send Purchaser the results within twenty one (21) days.
- 16.3.6. The delivery of two disqualified batches in less than twelve (12) consecutive months shall constitute a fundamental breach of the agreement.
- 16.3.7. The cost of destroying the batch may be offset in accordance with section 37 of the agreement.
- 16.4. The disqualification of a batch shall not derogate from the responsibility of Supplier to deliver the products at the same quality, quantity, and by the date stipulated in the terms of the order or from the measures available to Purchaser for breach of the obligations of the Supplier.

## **17. Defective Products**

- 17.1. A defective product, which was not laminated, shall be rejected and sent back to Supplier at its expense (either individually (one-by-one) or collectively, at Purchaser's discretion).
- 17.2. Purchaser will be credited for defective products or paid according to the terms of the warranty specified in Supplier's proposal to the tender and the provisions of section 20 below.
- 17.3. Should more than five hundred (500) defective products be found within a six (6) month period, Supplier will conduct a detailed investigation into the defect and its occurrence, and will send Purchaser the results within twenty one (21) days.
  - 17.3.1. The provisions of section 17.4 below shall apply in the event that the investigation reveals a high likelihood of a serial defect; Purchaser retains the right to make the final decision regarding the probability of occurrence of a serial defect.

17.4. The following provisions shall enter into effect upon the discovery of a serial defect, at Purchaser's sole discretion:

17.4.1. Supplier will conduct a detailed investigation into the defect and its occurrence, and will send Purchaser the results within twenty one (21) days.

17.4.2. A recall of all the defective products manufactured in the batch or in the production year (as warranted) will be instituted at Supplier's expense, and Supplier will pay Purchaser **thirty (30) Euros for each recalled travel document**.

17.4.2.1. To avoid any doubt, the compensation set forth in section 17.4.2 constitutes a reasonable estimate of the projected damage to Authority should a recall be conducted; this compensation will not derogate from any other measures available to Purchaser, including executing of the performance bond (as contemplated in section 33) in the event that said damages exceed the value of the compensation.

## **18. Supply of laminators**

18.1. Supplier will supply laminators within ninety (90) day from receiving an order in writing, duly signed by Purchaser's authorized representative.

18.2. The order will specify the number of laminators requested and the location for delivery.

18.3. Provisions of sections 11.2, 11.3, 11.4, 11.5, 11.6, 13.1 and 14.1 shall apply, mutatis mutandis.

## **19. Changing design of the laminate**

19.1. Supplier will propose to Authority a different design for the laminate, within twenty one (21) days from Authority's request.

19.2. Provisions of sections 8.3 shall apply, mutatis mutandis.

19.3. Authority will pay Supplier fifteen thousand (15,000) Euros for any such design, upon written request by Supplier, if such design entails

significant modifications of the current laminate design; the payment includes the detailed design, artwork and the new template.

## **20. Laminate warranty**

20.1. Laminate warranty period shall commence upon delivery to the delivery place and will cease following \_\_\_ years (according to Supplier's proposal, not less than five (5) years)) of the occurrence of one of the following (whichever comes first):

20.1.1. Lamination of the laminate into the travel document;

20.1.2. Following one (1) year from receipt of the product by the Purchaser.

20.2. Laminate warranty shall be provided at no additional cost.

20.3. As long as the product was not delivered outside of the issuing facilities, the warranty terms shall be as follows:

20.3.1. The warranty shall not be limited in any way (subject to provisions of section 14.2.1 above), except for deliberate damage caused by Purchaser or anyone on its behalf.

20.3.2. Supplier will credit Purchaser for each laminate foil found to be defective before lamination.

20.3.3. Supplier will pay Purchaser ten (10) Euros for each laminate foil found to be defective post-lamination, and pre delivery out of the issuing facilities.

20.4. Supplier will provide a warranty for a product which was laminated and delivered out of the issuing facilities as detailed in its proposal to the tender.

20.5. To dispel any doubt, Supplier's undertakings pursuant to section 17 shall remain in effect even after the warranty period, unless explicitly stated otherwise in section 17.

## **21. Warranty for the laminator**

21.1. Laminator warranty period shall commence upon delivery to the delivery place and will cease following five (5) years of the occurrence of one of the following (whichever comes first):

21.1.1. Installation of the laminator at Purchaser's facilities;

- 21.1.2. Following one (1) year from receipt of the laminator by the Purchaser.
- 21.2. Laminator warranty shall be provided at no additional cost.
- 21.3. The laminator warranty comprises the repair or replacement of damaged parts or the replacement of the entire laminator if the case thus warrants.
  - 21.3.1. Authority will send a malfunctioning laminator to Supplier, at Supplier's expense.
  - 21.3.2. Supplier will deliver a fully-functional, tested and optimized laminator to Purchaser within fourteen (14) days, at Supplier's expense.
- 21.4. The warranty for the laminators shall not include:
  - 21.4.1. Failures or defects caused by incorrect use, treatment or faulty installation;
  - 21.4.2. Failures or defects caused by unauthorized attempts of the Purchaser to repair or to alter the laminator in any way.

## **22. Training and Professional Guidance**

- 22.1. Supplier will provide Purchaser with professional guidance, support and professional training as needed.
- 22.2. Without derogating from the generality of the above, Supplier will provide guidance and training by e-mail or telephone, as per Purchaser's request, at no additional cost (including support and guidance regarding propriety reading mechanism, if such mechanism was supplied by Supplier according to section 8.8 above.
- 22.3. Additionally, it is agreed that the foregoing training set forth in section 22.1, of up to five (5) work days and up to one (1) visit to Israel, to provide training and support in the issuing or storage facilities as contemplated by section 8.10.1, will be provided at Supplier's expense.
  - 22.3.1.1. Travel days will not be counted as working days.
- 22.4. In case extra support is required by Purchaser, beyond the support contemplated by sections 22.2 and 22.3, the Authority will pay Supplier:

- 22.4.1. One thousand (1,000) Euros for each day (actual working days) required beyond the five (5) days included in the proposal;
- 22.4.2. One thousand (1,000) Euros, as a lump sum for each visit to Israel for support at Purchaser's facility (including hotels, flights, per diem and all travel expenses), for visits beyond the first visit that is included in the proposal.
- 22.5. Purchaser will send fourteen (14) days advance written notice to Supplier regarding the requested on-site visit dates; a visit by Supplier without a request from Purchaser or without prior and written approval from Purchaser will not be deemed a visit under the provisions of section 22.3 nor will any payment be made pursuant to section 22.4, as the case warrants.
- 22.6. Supplier undertakes to provide support and guidance at the Purchaser's facilities on the dates fixed by Purchaser.
- 22.7. Supplier is responsible for coordinating a visit pursuant to notice given by Purchaser in accordance with section 22.5 (including flights, accommodations, and security arrangements (if needed)).
- 22.8. Supplier will send the names of its staff scheduled to be sent to Purchaser's facilities and a photocopy of their passport data page; Purchaser may, for security reasons, reject any staff, without explanation or reason, and such decision shall be final.
- 22.9. To dispel any doubt, a visit by Supplier's personnel for the purpose of sales, repairs covered by warranty, checking compliance with AQL etc., will not be counted in the number of visits or working days contemplated by section 22.3 and will not entitle Supplier to any payments pursuant to section 22.4.

### **23. Supplier Representative**

- 23.1. Supplier undertakes to appoint a representative from among its employees, managers or proprietors as the individual responsible for all interaction with the Authority regarding all matters relating to and inherent in the execution of this agreement (hereinafter: the **Representative**)

- 23.2. Upon the signing of the agreement, Supplier will notify Authority of the name and contact information of the representative and will inform Authority of his replacement or termination of his service immediately, upon any change in status.

#### **24. Confidentiality**

- 24.1. Supplier undertakes to keep confidential and not transmit, or bring to the attention of any individual or to any third party, any information or document that it obtains as a result of or in relation to the execution of this agreement or during, prior or subsequent thereto, all in accordance with the confidentiality undertaking appended as **Schedule (4)** of this agreement.
- 24.2. Supplier's signature, the Supplier Representative's signature (as set forth in section 42.2) and the subcontractor's signatures on the undertakings of confidentiality appended as **Schedules (4) and (5)** of this agreement are a precondition to the validity of this agreement.

#### **25. Information and Copyrights**

- 25.1. Any information collected, generated or collated by Supplier in relation to this agreement in respect to the Israeli travel documents (hereinafter the "**Information**") belongs solely to Purchaser and is held in trust by Supplier for Purchaser; Purchaser can make use of the information as it so desires, within the limitations of the law or a non-disclosure agreement between the Supplier and the Purchaser.
- 25.2. Supplier shall not possess any proprietary right, copyright, commercial or economic development rights or any other rights to Information generated or collected by Supplier during the course of the execution of or resulting from the agreement, and the Information may not be used for any purpose other than in the performance of its undertakings pursuant to the agreement, except with prior written permission from Purchaser's representative.
- 25.3. Supplier shall notify Purchaser immediately and in writing, upon the occurrence of any security incident, including:
- 25.3.1. Loss of a laminate foil or a roll;
  - 25.3.2. Burglary at Supplier's facilities which may, in any way, affect Purchaser;

25.3.3. Any leak of information.

And will continuously update Purchaser with any relevant information pertaining to said incident.

25.4. Upon expiration of the contractual relationship or pursuant to a direct written request of Purchaser, Supplier will transfer any Information in its possession to Purchaser, or to whom Purchaser explicitly instructs in writing to do so, and Supplier shall not retain a copy, backup or sections of the Information generated or collected during the contractual period, other than upon prior written authorization from Purchaser's representative to do so.

25.4.1. Upon completing the aforementioned transfer of Information, Supplier will deliver a signed affidavit to Purchaser, by which it declares that all the Information in its possession or in the possession of its employees or subcontractors was delivered to Purchaser and that no Information, as defined in section 25.1, has been retained by Supplier, Supplier's employees or subcontractors.

25.5. Supplier must store the Information in a secure manner, and must refrain from transmitting it to any party not involved in the execution of this contract, except upon prior, express written authorization from Purchaser.

25.6. Supplier shall notify Purchaser immediately and in writing, of any compromise of the security of the information.

## **26. Conflicts of Interest**

Supplier undertakes to refrain from any conflict of interest while providing the services according to this agreement, and undertakes to immediately inform Authority of any matter that may place it, a controlling shareholder or its authorized signatories, in a conflict of interest situation.

## **27. Renewing Certifications and Licenses and Regulations Compliance**

27.1. Supplier must maintain and renew all certifications or licenses, upon which the awarding of the tender was contingent or which constituted a basis for the evaluation of its proposal, so that they remain in effect for the entire term of the agreement. Failure to maintain or renew a

certification or license constitutes a fundamental breach of the agreement.

27.2. Supplier undertakes to comply with all laws and regulations that were prerequisites for being awarded the tender or which constituted the basis for the evaluation of its proposal. Failure to comply with said regulations constitutes a fundamental breach of the agreement.

27.2.1. Supplier will comply with any modifications made to said regulations, law or ICAO standards and will notify Purchaser in writing, of any such change and its implications.

## **28. Proprietary Rights of Supplier**

28.1. Supplier represents that it is the owner, or licensed user and distributor of all the rights (including intellectual property rights) to the tools, methods, and components that are used in the performance of this contract.

28.2. Supplier undertakes not to infringe upon copyrights, patents, or trade secrets during the satisfaction of its obligations under this agreement.

28.3. Under no circumstances shall the Purchaser bear any costs for a breach of the foregoing.

28.4. Supplier undertakes to agree to become a third party in any litigation initiated against Purchaser for infringement of copyright, and commits to reimburse Purchaser for any sums it is charged for said breach.

## **29. Liability**

29.1. The Supplier shall be solely liable for, and shall fully indemnify and hold harmless the Authority or any of its officers, directors and employees against any liability, loss, damage, expense or proceeding whatsoever in connection with this Agreement, including, without limitation, in respect to:

29.1.1. Personal injury to or the death of any person;

29.1.2. Any loss or damage to property or otherwise;

29.2. The Supplier shall indemnify Authority for any damage or loss occasioned to it as provided above, as a result of any claim in respect of an act or omission as aforesaid, and in the event that Authority is obliged to pay compensation or any other payment in connection with

such a claim, the Supplier undertakes to pay such sum to Authority itself, upon its first demand, including all the expenses incurred by Authority in connection with such civil or criminal claim, and because of the need to defend itself against the claim.

### **30. Insurance**

Supplier undertakes to purchase all of the insurance policies listed herein from an insurance carrier in its favor and in favor of the State of Israel – Ministry of the Interior - Population, Immigration and Border Authority and to present the policies to Purchaser with all of the coverage and terms required with the following limits of liability:

30.1. Supplier will insure its liability for the supply of laminates for the biometric travel documents and compatible laminators in accordance with the terms of the tender and the agreement with the State of Israel – Ministry of the Interior - Population, Immigration and Border Authority, with product liability policy.

30.1.1. Liability for a defective product – coverage for damages caused by products manufactured, developed, assembled, repaired, supplied, sold, distributed or otherwise handled by Supplier or anyone operating on its behalf;

30.1.2. The limits of liability for each event and per year shall be no less than one million (1,000,000) U.S. dollars;

30.1.3. Cross Liability; however, the policy will not cover Supplier claims against the Ministry of the Interior - Population, Immigration and Border Authority.

30.1.4. The policy will be expanded to indemnify the State of Israel – Ministry of the Interior - Population, Immigration and Border Authority inasmuch as they shall be considered responsible for the act and/or omissions of Supplier or anyone acting on its behalf.

30.2. The policy as set above shall include the following provisions:

30.2.1. The coverage will be expanded to cover the State of Israel – Ministry of the Interior - Population, Immigration and Border Authority in addition to the name of the insured.

- 30.2.2. The reduction or cancellation of coverage by one of the parties shall not be valid unless at least 60 days prior notice is sent by registered letter to the Accountant of the Population, Immigration and Border Authority, a copy thereof has also been sent to the Purchaser representative; and the Purchaser has given its prior written approval for any such reduction or the cancellation.
- 30.2.3. The insurer waives all rights to subrogation, claim, participation or reimbursement against the State of Israel – Ministry of the Interior - Population, Immigration and Border Authority and its employees, provided that the waiver does not act to favor any person who has caused damage with malice.
- 30.2.4. Supplier is solely responsible for the payment of premiums for the policies, and to satisfy all of the duties imposed on the policy holder according to the terms of the policy.
- 30.2.5. Supplier is solely responsible for the deductible in each policy.
- 30.2.6. Any clause in the insurance policy that nullifies or in any way reduces the liability of the carrier due to the existence of another policy, shall not be effected against the State of Israel – Ministry of the Interior - Population, Immigration and Border Authority, and the policy will be considered as the primary policy entitled to all the rights under the terms of the policy.
- 30.3. Copies of the policy certified by the insurance carrier or an affidavit signed by the carrier regarding the activation of the aforementioned insurances will be provided to Purchaser prior to the signing of the agreement.
- 30.4. Supplier undertakes that for the entire contractual period with the State of Israel – Ministry of the Interior - Population, Immigration and Border Authority and for as long as it is liable, to keep the insurance policy current. Supplier undertakes to renew the policy on an annual basis as long as the contract with the State of Israel – Ministry of the Interior - Population, Immigration and Border Authority remains in effect. Supplier undertakes to present copies of the renewed policy certified and signed by the insurance carrier or an affidavit attesting to their renewal signed

by the carrier, to the State of Israel – Ministry of the Interior - Population, Immigration and Border Authority, no later than two weeks before the policy is due to expire.

- 30.5. The provisions of this section (30) shall not be construed as exempting Supplier from any duty applicable to it by law and the aforesaid shall not be construed as a waiver by the State of Israel – Ministry of the Interior - Population, Immigration and Border Authority of any right or remedy available to it by law and the provisions of this contract.

### **31. Assignment**

- 31.1. Supplier may not endorse, encumber or mortgage its rights or duties pursuant to this agreement to a third party unless it receives prior written permission from Authority to do so.
- 31.2. An endorsement, encumbrance or mortgage, if made without authorization, shall not be binding, and will constitute a fundamental breach of the agreement, and the Authority will not honor said assignments nor make any payments for products provided in this manner.

### **32. Subcontractors**

- 32.1. Supplier may, in order to meet its commitments pursuant to the terms of this agreement, contract with the subcontractors listed in its proposal notwithstanding the provisions set forth in section 31; Nonetheless, Supplier may not contract with subcontractors who are not listed in its proposal without permission from Authority as stated in section 31.
- 32.2. Supplier hereby represents that there are no provisions in the agreements between Supplier and the laminator manufacturer, directly or indirectly, that would prevent or hinder them to supply the laminators directly to Authority or to another body acting on its behalf.
- 32.3. The use of subcontractors does not derogate from the obligations of Supplier or its exclusive responsibility to Authority; failure of a subcontractor to meet its obligations shall not absolve Supplier from its obligations under this agreement.

### **33. Performance Bond**

- 33.1. To secure all of its obligations pursuant to this agreement, Supplier undertakes to deposit with an Authority representative, prior to the signing of this agreement, an unconditional bank/insurance bond, in favor of Authority, in the amount of two hundred thousand (200,000) Euros, which shall be valid from the day it is provided until two months after the termination of the contract ("**Initial Performance Bond**").
- 33.2. Upon termination of the contractual period, Supplier undertakes to replace the initial performance bond with an unconditional bank bond, in the amount of one hundred thousand (100,000) Euros, valid from the day it is provided until five (5) years after the termination of the contract ("**Second Performance Bond**"). The initial performance bond will be returned to Supplier upon delivery of the second performance bond.
- 33.2.1. Failure by Supplier to provide the second performance bond constitutes a fundamental breach of the agreement, creating grounds for forfeiture of the initial performance bond.
- 33.3. The text of both the initial performance bond and the second performance bond shall be as set forth in **Schedule (2)** of the agreement.
- 33.4. The contract shall not enter into effect until delivery of the initial performance bond to the Authority.
- 33.5. An extension of the contractual period, beyond the original contractual period, shall be contingent upon the extension of the initial performance bond so that it covers the additional period. Failure to extend the initial performance bond for the additional term shall constitute a fundamental breach of the agreement creating grounds for forfeiture of the bond.
- 33.6. Authority will be entitled to forfeit the initial or second performance bond (as warranted), in whole or in part, as liquidated damages, if Supplier breaches any of the terms of the agreement, after sending prior 14 day notice to rectify the breach, and to allow Supplier to make a written claim before its representative.
- 33.7. The amount of the initial performance bond constitutes a reasonable estimate of the projected damage to Authority should it be required to terminate the contract with Supplier as a result of said breach.

- 33.8. The forfeiture of the bond shall not prevent Authority from filing a lawsuit against Supplier for the full cost of its damages in the event that said damages exceed the value of the forfeited bond.
- 33.9. Upon partial or complete forfeiture of the bond, Supplier will deposit a new guarantee with Purchaser, in the language set forth in **Schedule (2)** of the agreement, to supplement the amount of the bond so that it will equal the amount of the initial or second bond, as the case warrants.
- 33.10. To dispel any doubt, the forfeiture of the bond shall not release Supplier from full satisfaction of its commitments pursuant to the agreement, and in accordance with its proposal.

**34. Undertakings of the Authority**

- 34.1. Authority will pay Supplier the consideration for the product as contemplated by section 35.
- 34.2. Quality inspector on behalf of the Authority will supervise compliance of the lamination process with Lamination Procedure. Authority will deliver reports conducted by quality inspector to Supplier upon demand.
- 34.3. Authority will order at least three million (3,000,000) products during the original contractual period.

**35. Consideration**

- 35.1. Consideration to be paid by the Authority for the performance of the contract is as specified in Supplier's proposal to the tender, Schedule (6):

35.1.1. \_\_\_\_\_€ (in words: \_\_\_\_\_) for each laminate foil;

35.1.2. \_\_\_\_\_€ (in words: \_\_\_\_\_) for each laminator.

This section will constitute a fundamental section of this agreement. To derogate any doubt, a reasonable delay in payments shall not constitute a fundamental breach.

- 35.2. The foregoing prices are final and reflect all of the various factors set forth in the agreement, in addition to the product supplied, unless specifically stated otherwise in this agreement. Notwithstanding the generality of the foregoing, the price of the product includes:

- 35.2.1. Product warranty as set forth in sections 20 and 21;
  - 35.2.2. Professional guidance during the organization phase as set forth in section 8.10.
  - 35.2.3. Professional guidance by e-mail or telephone (as per the request of the Purchaser), as set forth in sections 22.1-22.3.
  - 35.2.4. All costs (direct and indirect) incurred in the shipping of the product from Supplier's facility to the place of delivery, including all taxes and levies (import taxes, duties, purchase tax etc.), shipping costs, storage (until delivery to the delivery place set in the order) and release from the port, shipping and storage in Israel (not by Purchaser), bonds and various insurance policies.
- 35.3. The price does not include Israeli VAT.
- 35.4. It is understood that neither Supplier nor its representatives are entitled, under any circumstances, to receive any compensation or benefit directly or indirectly from any third party with regard to the performance of the services contemplated by this agreement. A benefit that is received as aforesaid shall constitute a fundamental breach of this agreement.
- 35.5. Prices stated above shall remain in effect throughout the entire contract period, and will be final and fixed for the first twenty four (24) months starting from deadline for submission of proposals to the tender.
- 35.6. After twenty four (24) months from the deadline for submission of proposals to the tender, the prices stated in section 35.1 above shall be linked, every one (1) year, to Index of Consumer Harmonized Prices (EUROZONE HICP).
- 35.7. Should the EUROZONE HICP Index, during the first twenty four (24) months of the engagement, change in such a way as to increase by four percent (4%) or more over the Index on the date of the deadline for submission of proposals, as set forth in the tender, an adjustment to the changes shall be made as follows: the percentage of the adjustment shall be based on a comparison of the Index which was known on the date on which the Index passed the four percent (4%) limit to the Index of record on the date of submission of the invoice.

- 35.8. Compensation shall be remitted each month to Supplier in accordance with the number of product units delivered by it in the previous month; payments will be made within twenty four (24) to forty five (45) days of receipt of an invoice in the Ministry of Interior ("**Ministry**"), subject to approval by Purchaser's representative that the product was delivered according to the order details; was fully operational; and a detailed invoice was received.
- 35.9. A detailed statement of the batches supplied by Supplier containing the dates of delivery must be attached to the invoice. The statement must be certified by the Authority representative.
- 35.10. Supplier will not increase the extent of the work nor institute any other modifications to the provisions written in the agreement and its appendices, unless it obtains prior written authorization to do so from the authorized signatory of the Government, inclusive of the Accountant of the Ministry. A modification that has not been authorized as set forth above by the Ministry's signatories, shall become the sole responsibility of the Supplier and shall not entitle Supplier to any further additional payment.
- 35.10.1. Supplier represents that it has verified the identities of the authorized signatories for purposes of the execution of the agreement and that it is aware that Government will bear no responsibility for any deviation or addition or modification that did not receive their explicit prior written authorization.
- 35.11. Payments for work performed shall be remitted in the manner as is customary in the Israel government ministries, in accordance with the guidelines of the Accountant General in respect to the acquisition of goods and services in effect from time to time, and subject to the Budget Law and its regulations.
- 35.12. Supplier shall not be entitled to any other compensation other than the monetary compensation explicitly detailed in this agreement.

### **36. Absence of Employment Relationship**

- 36.1. The parties stipulate that the relationship between them is that of a purchaser and an independent contractor, and under no circumstance shall this agreement be construed as creating an employer – employee

relationship between Authority and Supplier, Supplier's employees or any representative thereof. Supplier will compensate Authority for any monetary payment, charge or other liability held against Authority, if so held, due to the filing of an employment lawsuit against Authority by any of Supplier's employees or any representative thereof, immediately upon Authority's demand to do so and upon the presentation of the binding judgment.

- 36.2. Supplier represents that it has sole responsibility for its employees, and that it alone bears all liability, duty or obligation that an employer has towards its employees, including wages, employers insurance or any type of social benefits.
- 36.3. Any change in the employment agreement between Supplier and its employees does not concern the Authority and shall not serve as grounds to modify the agreement, unless express prior written approval for such modification is given by Authority.

### **37. Deductions**

- 37.1. Supplier stipulates that Authority may withhold any sum owed to it pursuant to the terms of the agreement, from the compensation due the Supplier pursuant to this agreement, or to any other contract or law.
- 37.2. Notice of the amounts withheld by Authority as stated will be sent to Supplier at the time of withholding.
- 37.3. Supplier may protest such withholding or claim monies allegedly owed to it to the Authority representative.
- 37.4. The foregoing protest must be submitted no later than 90 days from receipt of the payment from which monies were withheld or from the date notice of the withholding is received, as the case warrants.
- 37.5. Failure to protest within the period stated above shall be deemed acquiescence on the part of the Supplier to the deduction.

### **38. Lien**

- 38.1. Neither Supplier nor its agents shall have a right of lien in respect to Purchaser or its representatives, including the goods, documents or other assets associated with Supplier's services or which belong to Purchaser or a representative thereof.

38.2. The Supplier undertakes to insert a clause into every contract between it and a subcontractor, by which said subcontractor shall not have a right of lien.

**39. Breach of Contract by Supplier**

39.1. The sections enumerated below constitute fundamental sections of the agreement, whereas a breach of any of them entitles Authority to revoke the agreement, terminate the contractual relationship or suspend the agreement, or demand reimbursement of monies unlawfully paid to Supplier, at Authority's sole discretion, or to sue Supplier for any right or remedy available to Authority for the breach in accordance with the agreement and relevant law.

39.2. The following sections constitute fundamental sections of the contract: 5, 8.3, 8.3.5, 8.10, 9, 11.2, 11.3, 11.8, 12.1 - 12.2, 16.3.6, 17, 18, 19, 20, 21, 22, 24, 25.2, 26, 27, 28.1, 30, 31, 33.1, 33.2, 33.5, 33.9 and 35.1.

39.3. Without derogating from the above, upon a breach of the agreement by Supplier, Authority may exercise the performance bond, in whole or in part, in accordance with the provisions enumerated in this agreement.

39.4. Authority may demand that Supplier rectify any breach within a reasonable time period.

39.5. Failure by Supplier to rectify the breach within the designated time period, and in the absence of any designated time period – fourteen (14) days from when Supplier is given notice of the breach, shall cause the breach of the agreement to become a fundamental breach, thereby entitling Authority to all of the remedies detailed above.

**40. Termination of Contract**

40.1. Authority may terminate its agreement with Supplier prior to the expiration thereof, upon thirty day prior written notice to Supplier, in each of the following instances:

40.1.1. Supplier commits a fundamental breach of the agreement and fails to rectify said breach within a period of fourteen (14) days or within another time period designated by the Purchaser representative;

- 40.1.2. Supplier is in a situation where it cannot continue to operate orderly;
  - 40.1.3. A motion to appoint a trustee, interim liquidator, or receiver is filed against Supplier and it has not been repealed within ninety (90) days of its submission;
  - 40.1.4. A liquidation order or receivership order is issued against Supplier or an interim liquidator has been appointed for Supplier;
  - 40.1.5. A lien has been placed on Supplier's assets or its rights pursuant to this agreement, in whole or in part, and the lien is not removed within 90 days of its imposition;
  - 40.1.6. Purchaser discovers that Supplier, its controlling shareholder, its subcontractor or the subcontractor's controlling shareholder is a resident of or is incorporated in a country that does not maintain diplomatic relations with the State of Israel or has become one of the above during the course of the contractual period, due to a change in ownership, or due to a change in the definition of a country that does not maintain diplomatic relations with Israel or for any other reason.
- 40.2. Supplier, upon completion of the agreement, shall transfer all items constituting property of the Authority to Authority and will reimburse Authority for any goods or services not provided.

#### **41. General**

- 41.1. Without derogating from the provisions of this agreement, any undertaking in Supplier's proposal shall be deemed part of this agreement, and shall bind Supplier as if written expressly in the agreement.
- 41.2. Any deviation by Supplier from the provisions of its proposal shall be deemed a breach of the agreement, except upon prior written approval by Authority.
- 41.3. A renouncement of a right conferred upon any party pursuant to this agreement or by law shall not be effective unless made in writing and signed by the authorized signatory of said party.

- 41.4. The laws of the State of Israel shall govern this agreement.
- 41.5. The terms of this agreement constitute complete and full expression of the rights of the parties, and revoke any agreement, representation, promise or custom that preceded the signing thereof.

#### **42. Interpretation**

- 42.1. The division of the agreement and its appendices into sections is done for convenience and orientation sake only and shall not be ascribed any interpretative meaning whatsoever.
- 42.2. The headings of the sections in this agreement are provided for convenience only and shall not be used in the interpretation thereof.
- 42.3. Reference made in the singular shall include the plural and vice versa; Reference made in the masculine gender, shall include the feminine gender as well and vice versa.
- 42.4. The Hierarchy of the tender and the Agreement –
- 42.4.1. The tender and the agreement appended thereof constitute one document with complementary parts.
- 42.4.2. An effort will be made to resolve any contradiction between the text of the tender and the text of the agreement.
- 42.4.3. If the contradiction cannot be resolved, the text of the agreement shall prevail.
- 42.5. The text of the agreement shall prevail in any instance of a contradiction between the agreement and its appendices.

#### **43. Jurisdiction**

The competent court in Jerusalem shall have local jurisdiction over this agreement.

#### **44. Notices**

- 44.1. Notice sent by one party to the other pursuant to this agreement or relevant law shall be sent by registered mail, or by fax with confirmation of receipt, or by electronic mail with confirmation of its acceptance, to the addresses of the parties appearing at the end of the agreement. A registered letter shall be deemed as having arrived at its destination

following 72 hours from its dispatch by post; a fax or electronic mail shall be deemed as received upon receipt of confirmation of delivery.

44.2. The addresses of the parties for the purposes of this agreement:

44.2.1. Authority: Ministry of the Interior - Population, Immigration and Border Authority, 6 Mesilat Yescharim, Jerusalem, 94584.

44.2.2. Supplier: \_\_\_\_\_  
Address for service of documents: \_\_\_\_\_  
Tel. \_\_\_\_\_ Fax. \_\_\_\_\_  
Email \_\_\_\_\_

44.3. The parties' representatives concerning the execution of this agreement are:

44.3.1. On behalf of Authority: \_\_\_\_\_ Tel. \_\_\_\_\_;

44.3.2. On behalf of Supplier: \_\_\_\_\_ Tel. \_\_\_\_\_.

44.4. Parties may replace their representatives upon notice of such to the other party.

**In witness thereof the parties set their hands:**

\_\_\_\_\_  
Director General of  
Population, Immigration  
and Border Authority

\_\_\_\_\_  
Accountant, Ministry  
of the Interior

\_\_\_\_\_  
Representative of  
Supplier

## **Schedule (1) – Time Schedule**

1. The Agreement shall prevail in any contradiction between the text of this Schedule and the Agreement. Purchaser may modify these dates upon prior written notice.
2. In this Schedule, “Effective Date” – is the date of the signing of the agreement as contemplated by section 3.1 of the agreement.

Date	
Effective Date	The date the agreement is signed; the start of the Setup Phase (Travel Documents Development Stage). Start of detailed design (section 8.3 of the agreement).
Fourteen (14) days following Effective Date	The transfer of data regarding the shipment of the product (section 8.4 of the agreement), the method of packaging of the product (section 8.6 of the agreement) and the reporting format, (section 8.7 of the agreement).
Twenty one (21) days following Effective Date	Completion of the Travel Document Development stage and the beginning of the trial phase. End of detailed design. Delivery of two (2) Laminating stations.
Sixty five (65) days following Effective Date	Delivery of the first batch, as stipulated in section 9.2 of the contract.
Ninety (90) days following Effective Date	Final date for completion of the delivery required in the trial stage; conclusion of the trial period and setup phase and start of the ongoing supply phase.

**Schedule (2) – Performance Bond**

Name of Bank/Insurance Company \_\_\_\_\_

Tel. no. \_\_\_\_\_

Fax no. \_\_\_\_\_

To: Government of Israel

By the Population, Immigration and Border Authority

**Re: our guarantee no. \_\_\_\_\_ for \_\_\_\_\_**

We hereby guarantee to cover any sum until \_\_\_\_\_

(as written \_\_\_\_\_)

That is demanded from: \_\_\_\_\_ (hereinafter the  
“Debtor”) in all matters regarding \_\_\_\_\_ .

We will remit the aforesaid payment within 15 days from the date of your first demand sent to us by registered mail, without the need for any explanations for your demand and without raising any claims against you available to the debtor regarding the outstanding debt or first demanding defrayal of the aforesaid sum from the Debtor.

This guarantee shall remain in effect from the date of \_\_\_\_\_ to the date of \_\_\_\_\_.

A demand pursuant to this bond must be referred to bank branch / insurance company \_\_\_\_\_ whose \_\_\_\_\_ address \_\_\_\_\_ is

\_\_\_\_\_  
Name of bank/insurance company

\_\_\_\_\_  
Bank and branch number

\_\_\_\_\_  
Address of bank /insurance company

This guarantee is non-transferable.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Stamp and signature

**Schedule (3): Product Order Form**

**Purchase order number**

To: [Particulars of Supplier and Supplier representative]	Date of Order: _____  From: _____  Contact details:
Purchaser's supplier code:	Telephone: _____ Fax: _____ Email: _____

1. In accordance with the agreement executed on the date of \_\_\_\_\_ between the Government of Israel by the Population, Immigration and Border Authority (the "Purchaser") and the Supplier (the "Agreement"), the Purchaser hereby orders the following goods from Supplier:

Serial No.	Catalogue No.	Item description	Quantity	Price per unit (in Euros)	Total (in Euros)
1.					
2.					
				<b>Total Due:</b>	

2. The goods listed in this order will be delivered to the Purchaser on the date of \_\_\_\_\_ / until the date of \_\_\_\_\_ / within \_\_\_\_\_ days of the signing of this order by the Purchaser.
3. The goods will be delivered by Supplier to the to the locations listed below: \_\_\_\_\_, attn. \_\_\_\_\_.
4. The terms of payment are as specified in the Agreement.
5. Special instructions / provisions / points: \_\_\_\_\_.
6. To prevent any misunderstanding, it is understood that all of the terms stipulated in the agreement and its schedules shall apply to this order and the delivery of goods ordered.

\_\_\_\_\_  
Purchaser Signature

## **Schedule (4) : Supplier's confidentiality undertakings**

### **1. Definitions**

- 1.1. "Confidential Information" - any information relating to or associated with, directly or indirectly, the Population, Immigration and Border Authority, its operations or contacts, including information or details related to the Agreement, the nature of the Israeli travel documents and the unique features of the product supplied by the Supplier.

### **2. Confidentiality undertakings**

By its signature below, Supplier represents and undertakes:

- 2.1. Not to disclose, show, distribute, disseminate or transmit, during the contractual period or subsequent thereto, to any person or body, in any way or form, any Confidential Information.
- 2.2. To perform all reasonable actions and take all reasonable measures in order to prevent any leak of Confidential Information to non-authorized parties. The aforesaid actions and measures will be no less than the actions and measures the Supplier takes to avoid unauthorized disclosure of Supplier's own confidential information.
- 2.3. To use the aforementioned information for the sole purpose of the agreement between Supplier and Purchaser.
- 2.4. At the request of Purchaser, to sign every employee, subcontractor or our representatives on a non-disclosure agreement to be provided to the Supplier by the Purchaser.

### **3. Exceptions**

- 3.1. Notwithstanding the provisions set forth in section 2, the Supplier may disclose confidential Information to its employees, who have a reasonable need to know such Confidential Information and who are under binding obligation to keep such information confidential. Such binding obligation shall provide at least the same level of confidentiality as is required by this agreement.
- 3.2. Supplier's obligations as per section 2 shall not apply to any information which the Supplier can prove is:

- 3.2.1. publicly known at the time of disclosure;
    - 3.2.1.1. Confidential Information shall not be deemed to be public merely because any part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public;
  - 3.2.2. subsequently becomes publicly known through no fault of the Supplier;
  - 3.2.3. discovered or created by the Supplier before disclosure by Authority;
  - 3.2.4. is independently developed by the Supplier without the benefit of any of the Confidential Information as evidenced by written documentation;
  - 3.2.5. learned by the Supplier through legitimate means other than from the Authority or its representatives;
  - 3.2.6. disclosed by Supplier with Purchaser's prior written approval.
  - 3.2.7. required to be disclosed in order to comply with legal mandatory regulations, a judicial or official order or decree, provided that written advance notice of such judicial action was timely given to the Authority.
4. The duty to hold Confidential Information in confidence shall remain in effect until the Authority will send the Supplier a written notice releasing Supplier from its undertaking set forth in section 2.

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Date

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Signature of Supplier

## **Schedule (5) : Supplier's Representative's confidentiality undertakings**

### **1. Definitions**

- 1.1. "Confidential Information" - any information relating to or associated with, directly or indirectly, the Population, Immigration and Border Authority, its operations or contacts, including information or details related to the Agreement, the nature of the Israeli travel documents and the unique features of the product supplied by the Supplier.

### **2. Confidentiality undertakings**

By its signature below, Supplier's representative represents and undertakes:

- 2.1. Not to disclose, show, distribute, disseminate or transmit, during the contractual period or subsequent thereto, to any person or body, in any way or form, any Confidential Information.
- 2.2. To perform all reasonable actions and take all reasonable measures in order to prevent any leak of Confidential Information to non-authorized parties. The aforesaid actions and measures will be no less than the actions and measures the Supplier takes to avoid unauthorized disclosure of Supplier's own confidential information.
- 2.3. To use the aforementioned information for the sole purpose of the agreement between Supplier and Purchaser.

### **3. Exceptions**

- 3.1. Notwithstanding the provisions set forth in section 2, the Supplier's representative may disclose confidential Information to Supplier's employees, who have a reasonable need to know such Confidential Information and who are under binding obligation to keep such information confidential. Such binding obligation shall provide at least the same level of confidentiality as is required by this agreement.
- 3.2. Supplier's representative's obligations as per section 2 shall not apply to any information which the representative can prove is:
  - 3.2.1. publicly known at the time of disclosure;
    - 3.2.1.1. Confidential Information shall not be deemed to be public merely because any part of the Confidential Information is embodied in general

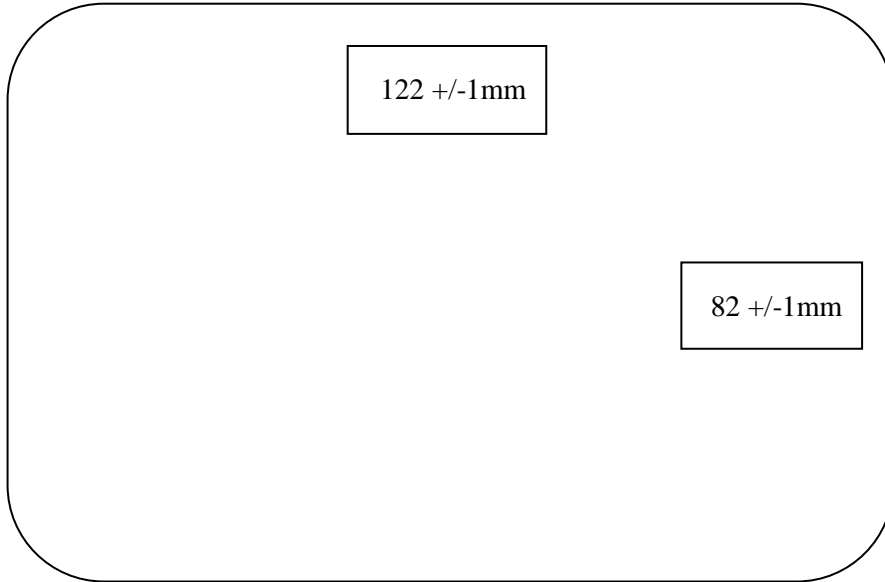
disclosures or because individual features, components or combinations thereof are now or become known to the public;

- 3.2.2. subsequently becomes publicly known through no fault of the Supplier or the Supplier's representative;
  - 3.2.3. discovered or created by the Supplier before disclosure by Authority;
  - 3.2.4. is independently developed by the Supplier without the benefit of any of the Confidential Information as evidenced by written documentation;
  - 3.2.5. learned by the Supplier through legitimate means other than from the Authority or its representatives;
  - 3.2.6. disclosed by Supplier with Purchaser's prior written approval.
  - 3.2.7. required to be disclosed in order to comply with legal mandatory regulations, a judicial or official order or decree, provided that written advance notice of such judicial action was timely given to the Authority.
4. Supplier's representative represent that his undertaking pursuant to the provisions of section 2 above shall remain in effect without limitation, even after the termination of its work with the Supplier.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supplier Representative

## Appendix J: Dimensions



### **Appendix K: List of Consultants**

1. Weller, Dekel & Co. – Legal Advisors.
2. Yoram Oren – Yoram Oren Design & Consulting.
3. Lior Kamil - Innovaton Technologies Ltd.
4. Yehuda Malul, Accountant.

## **Appendix L: Registration Form for the Tender**



מדינת ישראל  
State of Israel



Ministry of the Interior  
Population, Immigration and Border Authority

### **Registration for Tender No. 130/2010 for the supply of Security Laminates and Laminators for Biometric Travel Documents**

1. Name of company registering for the Tender: \_\_\_\_\_
2. Country of incorporation of company: \_\_\_\_\_
3. Contact persons, authorized to represent the company for the Tender:
  - 3.1. \_\_\_\_\_
  - 3.2. \_\_\_\_\_
4. Mailing address: \_\_\_\_\_
5. Telephone number: \_\_\_\_\_
6. Fax number: \_\_\_\_\_
7. Email: \_\_\_\_\_
8. The registrant is manufacturer of security laminates (yes / no): \_\_\_\_\_
9. The registrant hereby declares that it has manufactured at least three million (3,000,000) security laminates, as stipulated in section 16 of the tender (yes / no): \_\_\_\_\_
10. We will return all blank Israeli passports that we will receive from you, by the final date for submission of the proposals to the tender, regardless of our participation in the tender.

11. We agree that the blank passports are the property of the Government of Israel, and are sent to us only for the purpose of this tender.
12. We acknowledge that giving our contact information does not exempt us from the responsibility to update ourselves with regard to notices and clarifications by the Purchaser posted on the Tender's website.

Signature of authorized signatory and corporate stamp

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## **Appendix M: List of Cultural Symbols for Artwork**

1. Any version of the Star of David (known also as "Magen David" or "Shield of David"):



2. The national emblem of the State of Israel:



3. Any version of the seven-branch candelabrum ("Menorah") from the national emblem of the State of Israel:



4. A branch of an olive tree
5. Words of the Israeli national anthem
6. A verse from the bible about the Seven Species symbolizing the land of Israel, (from Deuteronomy 8:8)

A low-resolution sample artwork with the above-mentioned symbols:



- The words of the national anthem are repeated at various densities across the top of the data page.
- A metalized Menorah symbol is placed at the top right corner.
- An olive branch covers part of the data page with the verse from the bible placed along the main branch.
- Six Stars of David are placed along a curve in a way that minimizes interference with the text below it.
- A Star of David composed of very thin lines, with a kinetic effect, is placed at the right side of the face image.
- Repeating images of the Menorah cover part of the face images, providing a contrast or color transition when rotated.
- Low-density images of the Menorah, taken from ancient coins and articles, are repeated across the data page.
- Microtext is also incorporated into some of the elements.