



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 - Update No. 1

General clarifications

1. **General**

- 1.1. Pursuant to section 40 of the tender in reference (the "**Tender**"), the following constitute the clarifications and amendments to the Tender.
- 1.2. All the changes, amendments and clarifications listed in this document are an integral part of the Tender documents.
- 1.3. A request, to which no response is given herein, will be considered as a request which was rejected by the tender committee.

2. **Change of schedule**

The final date for submission of proposals is extended to February 7, 2011, 14:00 (Israel time).

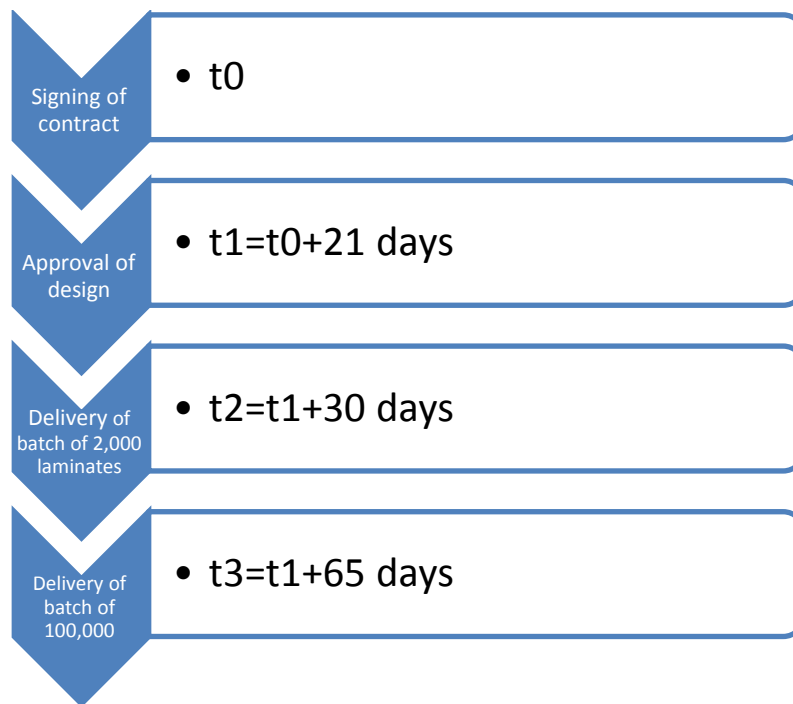
3. **Updated version of the RFP**

Purchaser will publish the final version of the RFP following the last clarification update. The final version, that will be published on the website and will be sent to registrants, will reflect all the changes due to the clarifications.

The final version will be sent to registrants in MS-Word format.

4. **Delivery dates**

Delivery dates of laminates during Setup Stage: Dates of delivery of laminate foils and the quantities to be delivered will be changed according to the following diagram:



5. **Amendments**

5.1. Tender documents will be amended as follows:

5.1.1. **Section 6.2 of the tender** will be amended to read as follows:

"6.2. Respondents, please note: According to the contract, Appendix I of the tender, the supplier (the winning Respondent) is required to supply the Authority:

6.2.1. At least two thousand (2,000) laminate foils (supplied in rolls), twenty one (21) days from approval of laminate design;

6.2.2. At least one hundred thousand (100,000) laminate foils (supplied in rolls), sixty five (65) days from the foregoing approval".

5.1.2. In **section 6.3 of the contract**, Appendix I of the tender, strike "sixty (60)" and insert: "eighty six (86)".

5.1.3. In **section 9.1 of the contract**, Appendix I of the tender, strike "three (3)" and insert: "four (4)".

5.1.4. **Section 9.2 of the contract**, Appendix I of the tender, will be amended to read as follows:

"9.2. Supplier undertakes to supply the first two batches of the above Trial Stage batches as follows:

9.2.1. The first batch, containing no less than two thousand (2,000) laminate foils, shall be supplied within thirty (30) days from the approval of Laminate design according to sections 8.3.4 – 8.3.5 above;

9.2.2. The second batch, containing no less than one hundred thousand (100,000) laminate foils, shall be supplied within sixty five (65) days from the approval of Laminate design.

5.2. The time schedule (Schedule (1) of the contract) shall be amended in the updated version in order to reflect these changes.

5.3. In any case of discrepancy between the diagram above and the amended contract, Appendix I of the tender, the latter shall prevail.

6. **Section 29 of the tender**

6.1. In the title of section 29 of the tender, strike "five and a half (5.5)" and insert: "three (3)".

6.2. In section 29.1, the table will be amended to read as follows:

AQL	Score
0.4%	0.5
0.3%	1.5
0.2% - 0	3

7. **Section 30 of the tender**

7.1. Section 30 of the tender will be amended to read as follows:

" 30. **Laminate numbering (up to two (2) points)**

30.1 Respondent which proposes that the tracking numbers or symbols (as stipulated in section 9.1 of Technical Requirements for the Laminate, Appendix A of the tender) will be marked on the laminate (and NOT on the carrier) will be awarded three quarters of a point (0.75).

30.2 Respondent which proposes a non – sequential numbering system for the laminate foils (NOT on the carrier or the laminate rolls), as detailed in section 9.1 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 one quarter of a point (0.25).

30.3 Respondent which proposes a computerized / automated mechanism, to read the tracking numbers or symbols marked

on the laminate or the carrier (as stipulated in section 9.1 of Technical Requirements for the Laminate, Appendix A of the tender), will be awarded points as follows:

30.3.1 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).

30.3.2. 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 Purchaser.

30.4 Respondent which proposes a computerized / automated mechanism, to read the tracking numbers or symbols marked on the laminate rolls (as stipulated in section 9.2 of Technical Requirements for the Laminate, Appendix A of the tender), will be awarded points as follows:

30.4.1 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).

30.4.2. 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 Purchaser."

8. **Section 9 of Appendix A**

8.1. In section 9.1 of Appendix A, after "Each laminate", insert: "or laminate carrier".

8.2. In section 9.3 of Appendix A, after "identifying laminates", insert: " / laminate carriers".

8.3. Section 9.4 of Appendix A will be amended to read as follows:

"9.4. According to section 30 of the tender, additional points will be awarded to Respondents that provide:

9.4.1. A non-sequential numbering system to be marked on the laminate (not carrier or roll). The numbering system will be based on data which will be provided by Purchaser.

9.4.2. A computerized/automated mechanism based on common off the shelf equipment, to read the tracking numbers or symbols.

9. **AQL**

9.1. The clarification questions raised by some of the vendors regarding the reliability requirements (section 20) may have been caused due to a misunderstanding of the specifications. The wording of the tender will be changed in order to reflect Purchaser's intention that the maximal number of passports that will fail QA due to the MAJOR defects in the laminate will not exceed 0.5% (1 passport in 200).

9.2. The rationale behind the strict reliability requirements in the tender and its appended contract is the effect that a defective laminate can have on an expensive booklet. The lamination process is the last manufacturing step. Some major defects (a missing element, peeling of the edges, visible stains, creases, significant bubbles, etc.) may render the entire passport totally useless. The consequence is that in such cases the issuer (the Israeli Government) will suffer significant damages, disproportional to the price of the laminate. Major efforts are being exercised to ensure a high yield of the issuance process. Thus we wish to use raw materials that are highly reliable and will not negatively impact (degrade) the yield. The problem is even more evident if it is discovered after the passport was delivered to the citizen.

9.3. In section 3 of the tender, after section 3.10, insert:

"3.10A. Major defect – one of the following:

3.10A.1. A defect that is visually evident;

3.10A.2. A defect that is likely to raise suspicion at the border control;

3.10A.3. A defect deemed by a professional state entity appointed by Purchaser as a major defect."

9.4. In section 2 of the contract, Appendix I of the tender, after section 2.16, insert:

"2.16A. Major defect – one of the following:

2.16A.1. A defect that is visually evident;

2.16A.2. A defect that is likely to raise suspicion at the border control;

2.16A.3. A defect deemed by a professional state entity appointed by Purchaser as a major defect."

9.5. In section 3.11 of the tender and in section 2.17 of the contract, Appendix I of the tender:

9.5.1. Strike: "defective";

9.5.2. After "lamine foils", insert: "containing a major defect"

9.6. Section 2.20 of the contract, Appendix I of the tender, will be amended to read as follows:

"2.20. "Defective Product"- a product (including an end product – a laminate which was laminated) 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.

2.20.1. It is hereby clarified that every product containing a major defect will be deemed as a defective product."

9.7. In section 2.21 of the contract, Appendix I of the tender, instead of "defective products", insert: "products containing a major defect".

Answers to clarification requests:

Item	Section	Question	Answer
9.	General	We kindly ask to get the Tender Document in MS Word format, or at least the forms which should be filled-up. As we have to fill up a lot of editable forms.	Please see clarification No. 3 above.
10.	General	Generally speaking, can the clauses of the contract be revised? If yes, at what time?	<p>The contract will be signed with the winner of the tender as is. Any clarification or request must be raised during clarification phase. No changes will be permitted to the contract thereafter.</p> <p>Please note that according to section 58 of the tender, a Respondent may not limit or condition its proposal.</p>
11.	General	Could you precise when the passport samples will be available at the Israeli Embassy in Paris? and how will we be informed to collect them ?	<p>Registrants who comply with provisions of Appendix H were notified via email.</p> <p>In case more samples are needed, or in case such</p>

Item	Section	Question	Answer
			notification wasn't received, please contact laminate@mail.gov.il.
12.	General	<p>If the tender is primarily for the supply of the laminate, then why is the ability to supply a laminator a precondition to participation in the tender (paragraph 18.1)? We can understand that this is an advantage and should be given a certain value when evaluating the bid in total, however since the document states in paragraphs 6.3 and 17.4.2 that the purchaser has the right to purchase the laminator from a totally different source as that proposed by the tender, or even directly from the tender's supplier. This could lead to the ludicrous situation whereby the winner of the tender does not even have to supply the laminator which leaves him in the same position as those rejected because they</p>	<p>This project is of critical nature. Our intent is to ensure end-to-end warranty for the laminate, the laminator and the entire lamination process.</p> <p>Please note that the Respondent is not required to have experience in supplying laminators. We also wish to emphasize that the warranty will not apply in case whereby the laminate was laminated with a laminator different than the proposed or the alternate laminator.</p>

Item	Section	Question	Answer
		<p>could not supply a laminator at the first place. This is discriminatory and limits the tender to the one or perhaps two companies who can meet this precondition. In any event the tender undertakes that his laminate works with any laminator finally chosen by the purchaser. The most suitable solution would be separate tenders for the laminate and laminators.</p>	
13.	General	<p>In view of our questions, it is clear that a potential respondent cannot know whether or not he can submit a compliant bid until answers to these questions are received. As the preparation of samples and the documentation will represent a considerable amount of work, we therefore request a 4 week extension to the closing date of the tender.</p>	Please see clarification No. 2.

Item	Section	Question	Answer
14.	General	<p>With reference to the final date of submission of proposal to the Tender I30/2010, we wish to ask for an extension until January the 31st (Monday) 2011 because of the possible delays in documents' preparation and certifications by public offices, due to the imminent Christmas' holiday period. We have also noticed that the 22nd of January is a Sabbath therefore your offices are also closed</p>	Please see clarification No. 2.
15.	General	<p>A. Can a manufacturer of Laminates or a manufacturer of Laminators participate in more than one proposal, as sub-contractors to different Respondents ?</p> <p>B. Can a manufacturer of Laminates or a manufacturer of Laminators participate in more than one proposal, i.e., in one proposal as a Main Respondent and in</p>	<p>The answer to both questions is: yes, as long as the proposal is in compliance with all threshold conditions.</p> <p>A Respondent can submit up to two proposals as the main Respondent, but can participate in more proposals as a sub-contractor.</p>

Item	Section	Question	Answer
		another proposal as a sub-contractor to a different Respondent?	
16.	Tender - 6.2.; Appendix I - Section 6.3; Section 9.2; Schedule (1) - Time Schedule.	<p>We have noted discrepancies regarding the delivery lead time for the batches of the Trial phase:</p> <ul style="list-style-type: none"> - Tender 6.2. p.7: The supplier is required to supply the Authority with at least one hundred thousand laminate foils twenty-one (21) days from approval of laminate design. According to section 7.2 of the Contract, we understand that the travel document development stage expires twenty-one (21) days following the execution of the agreement. According to the Tender, we understand that the delivery lead time for the 100 000 laminates of the first batch shall be forty-two (42) days from the end of the travel document development stage . 	<p>A. Please see clarification No. 4.</p> <p>B. It is not possible to propose different delivery times than those stipulated in the contract.</p>

Item	Section	Question	Answer
		<p>- Section 6.3 page 90: The set-up phase will terminate following the delivery of 300,000 laminates, but no later than sixty (60) days after the execution of the agreement, except upon prior notice by the Purchaser .</p> <p>- Section 9.2 p.94: Supplier undertakes to supply the first batch of the Trial Stage batches within sixty-five (65) days from the signing of the agreement or at a later date</p> <p>- Schedule (1) Time Schedule, page 119: Final date for completion of the delivery required in the trial stage and conclusion of the trial period and set-up phase (i.e. delivery of 300 000 laminates): Ninety (90) days following Effective Date .</p> <p>Please, could you confirm which lead time to take into account?</p> <p>Would it be possible to propose a longer delivery</p>	

Item	Section	Question	Answer
		<p>lead time for the first 100 000 laminates than the (65) days from the signing of the agreement stipulated in the contract?</p> <p>In addition, would it be possible that the delivery lead time for the first 100 000 laminates starts from the BAT approval date?</p>	
17.	6.2	<p>Could you please clarify the delivery period for the first batch of laminates? In clause 6.2 of the Introduction, you state that the supplier is required to supply 100,000 laminates within 21 days from approval of laminate design. However, in clause 9.2 of the contract, you state that the supplier should supply the first 100,000 trial laminates within 65 days from the signing of the agreement. Please note that due to the complexity of holographic origination and manufacture of this type of laminate, a delivery</p>	Please see clarification No. 4.

Item	Section	Question	Answer
		period of 21 days is unrealistic and unreasonable.	
18.	7	<p>A. Does the notion Israeli Manufacturers stand for Israeli Suppliers, as well ?</p> <p>B. What is the meaning of Preference? Does it provide additional evaluation points (how much)?</p>	<p>A. No.</p> <p>B. In accordance with the Tenders Law Regulations, preference - only as to the price criteria - is granted to Israeli products over imported products, provided that the price of the given Israeli product does not exceed that of the imported product by more than 15 percent. An Israeli product is a product in which the Israeli content exceeds 35%. The aforementioned does not apply to cases contradictory to the international "Government Procurement Agreement." For further details, please see a translation of the regulations at: http://www.iai.co.il/sip_storage/files/2/18322</p>

Item	Section	Question	Answer
			.pdf
19.	9.1.5	<p>The specified Proposal Submission deadline (January 22, 2010) seems to be a typo (as this date has passed a long time ago), and a simple check of the calendar shows that the date of January 22, 2011 is a non-working day in Israel (Saturday). Because of that fact and as some of the potential suppliers / manufacturers would be international, while running into the Christian holidays period (Christmas and New Year December 24th -January 3rd), we are kindly asking to postpone the Proposal Submission deadline with about two week's time.</p>	Please see clarification No. 2.
20.	9.1.5	<p>Will it be possible to submit our proposal Friday January 21, 2011 in the morning (between 9 and 12 am) at the tender box on the entrance floor of the Border Authority, at 6 Mesilat Yesharim</p>	Please see clarification No. 2.

Item	Section	Question	Answer
		Street, Jerusalem? If the office will be closed can you confirm that there will be somebody in the guard station to stamp the envelope?	
21.	16.1	Can a company which is not a manufacturer of Laminates and not a manufacturer of Laminators, but is a reputable supplier of such goods, participate in this Tender as a Respondent (i.e., Prime Contractor), while manufacturers of Laminates and Laminators would be Sub-contractors of this company?	No. According to section 16, the Respondent must be laminate manufacturer. It doesn't have to be laminator manufacturer.
22.	16.1	With reference to clause 16.1, the proposed laminate manufacturer has immense experience in the supply of this type of thin film laminate but all its customers have requested the delivery of the product in sheet form, which is arguably the normal method of supplying this product. The basic laminate is manufactured in the same way	<p>A. Section 16.1 will not be changed.</p> <p>B. Strike sections 18.3 and 18.4.</p> <p>C. After section 29, insert section 29A:</p> <p>"29A. Reference projects for the combination of proposed laminate and laminator</p>

Item	Section	Question	Answer
		<p>and to the same specification for sheets and rolls, but for delivery in sheets, the laminate is subsequently cut to size and laminated to a paper backing sheet for ease of handling. We therefore request that the requirement for the manufacturer to have previously delivered to a project in rolls be removed. Similarly, the requirement for the laminate and proposed roll laminator to have been supplied together in a previous project should also be removed.</p>	<p>29A.1. A Respondent which has previously manufactured, for at least one (1) passport or visa project, 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, will be awarded one and a half (1.5) points.</p> <p>29A.2. In order to be awarded the points, Respondent must list all the following data on the proposal form (appendix C to the tender), for each project :</p> <p>29A.2.1. Name of Country in which the security laminates and proposed laminators were used in its passport or visa projects.</p> <p>29A.2.2. Name, title and contact</p>

Item	Section	Question	Answer
			<p>information of customer contact person ;</p> <p>29A.2.3. 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:</p> <p>29A.2.3.1. The proposal form must be accompanied by a certified copy of said non-disclosure clause with any identifying data removed.</p> <p>29A.2.3.2. Respondent must attach to the proposal form, Appendix C of the tender, an affidavit attesting to the accuracy of the undisclosed details."</p>
23.	16.2.4.3;	We noticed the insistence in paragraphs 16.2.4.3	In sections 16.2.4.3 and 17.2.4.3 strike "an

Item	Section	Question	Answer
	17.2.4.3	<p>and 17.2.4.3 on the use of an accountant from one of the ACT list top 10 firms: is there a reason for this? This is in contradiction to paragraphs 16.3 and 17.3 where the company's own auditors are permitted to certify to the quantities involved. Since most companies work with local accountants /auditors of which there are many, the requirement that two specific items be certified by a different and defined auditor favors a tender who just "happens" to already work with such a firm and as such is discriminatory. Further the use of such an auditing firm is nor of itself a guarantee of verisimilitude as many previous financial scandals have shown. We therefore request that the requirements for these two paragraphs (16.2.4.3 and 17.2.4.3) be treated as per 16.3 and 17.3.</p>	<p>accountant in one of the top ten accounting firms (as rated by ACT Top 100 Firms)" and insert: "the auditor of the Respondent".</p>

Item	Section	Question	Answer
24.	16.2.4.3; 17.2.4.3	There are references in clauses 16.2.4.3 and 17.2.4.3 to the need for a certificate from one of the top ten accounting firms as rated by ACT Top 100 firms. It has been impossible to find any reference to such a list. Could you please give us details of this organization?	Please see clarification No. 23. The list is available at: http://digital.webcpa.com/top100firms2009/
25.	16.2.4.3; 17.2.4.3	For all certification except for clauses 16.2.4.3 and 17.2.4.3, a certificate by the auditor of the respondent is deemed acceptable. However, for just those two clauses, you require certification from one of the top ten firms. It is virtually impossible to get this type of ad hoc certification from such a company unless it is already your own accountant. This requirement clearly favours a respondent who happens to use such a company as its normal accountant and therefore discriminates unfairly against the majority of	Please see clarification No. 23.

Item	Section	Question	Answer
		laminator manufacturers who do not use such a company.	
26.	18	<p>In clause 18, why is there a requirement for the foil to be compatible with one or more designated laminators when the purchaser is able to purchase a totally different laminator if it so desires? Compatibility of the laminate and laminator is clearly important to the purchaser, so how can a supplier guarantee the performance of its material if the purchaser is at liberty to procure itself a laminator which has NOT been proven on the proposed material? There seems to be no legitimate reason for the purchaser to obtain the laminators elsewhere so we request that this option be removed and that the laminator should be sourced by the supplier from his main or alternate supplier.</p>	<p>Please see section 5.3 of the contract, Appendix I of the tender, according to which, the warranty after lamination is dependent upon using the proposed or the alternate laminator.</p>

Item	Section	Question	Answer
27.	18.2	The wording of paragraph 18.2 of the introductions strongly favours a respondent who manufactures both the laminate and the laminator and therefore unfairly discriminates against virtually all other laminate manufacturers who do not make their own laminator.	<p>This project is of critical nature. Our intent is to ensure end-to-end warranty for the laminate, the laminator and the entire lamination process.</p> <p>Please note that the Respondent is not required to have experience in supplying laminators. We also wish to emphasize that the warranty will not apply in case whereby the laminate was laminated with a laminator different than the proposed or the alternate laminator.</p>
28.	20.2.1	It is mentioned that the supplier must conduct at minimum the tests listed in its proposed test plan, as requested in section 18.4.3. Section 18.4.3 does not refer to the test plan. Could you please confirm to which section this section 20.2.1 refers to?	Section 20.2.1 refers to section 19.
29.	23.1	In the case that each of the 4 personalized	Yes.

Item	Section	Question	Answer
		sample pages contains all the proposed security elements, can we use the 16 other samples pages to do test before return them to you?	
30.	29.1	<p>The AQL level, in regard of the International Standard ISO 2859, is not expressed in percentage but is a number relevant to a combination of parameters as the batch size, the sampling rate and the level of quality requested.</p> <p>For complying with what the Tender calls “AQL 0,5%”, according to the ISO 2859, the true AQL level is 0,15.</p> <p>However, this AQL 0,15 is significantly more severe than the AQLs we are dealing with by our other customers. Our customers deal with AQL 0,4 (which would relate to “AQL 0,8%” in the wording of the Tender, i.e. 0,8% of defective</p>	Please see clarification No. 9.

Item	Section	Question	Answer
		<p>products on the sampling).</p> <p>We would like to know the reason why the Tender asks for this level of quality (in percentage) which will induce a higher laminate price.</p>	
31.	36.3.3 (also: 14 of Appendix I)	<p>Concerning the shipment, which security level is requested:</p> <ul style="list-style-type: none"> - Tracked transport (such as DHL...) - Secured transport (such as BRINKS...) 	<p>A. Shipment should be done using secured transport.</p> <p>B. After section 14.1 of the contract, Appendix I of the tender, insert:</p> <p>"14.1A. The Supplier shall send the laminate rolls using a secured Courier."</p> <p>C. In section 8.4 of the contract, Appendix I of the tender, instead of "section 14.1" insert: "sections 14.1 and 14.1A".</p>
32.	38.5	It is mentioned that the personalized sample pages will be sent to registrants via the Israeli	Registrants were informed via email. Please see

Item	Section	Question	Answer
		Embassy. Could you please inform us by which way and when we will be informed of this sending?	clarification No. 11.
33.	40.3	In clause 40.3 of the introduction, it states that the tender committee does not commit to respond to all requests for clarifications. In the interests of transparency, it is clearly not correct for the tender committee to pick and choose which questions it decides to answer. We therefore request that the tender committee agrees to respond to all questions submitted. This is the normal procedure in international tenders.	Tender committee does not agree to the request. Nevertheless, all the questions that were asked are answered in this update.
34.	43.4	We understand that the copy for competitor review of the winning proposal will be publishable and that our experience (as detailed in sections 16 and 17) and the customers does not constitute	In section 59.9 strike "experience, customers,". Please note that according to sections 59.5 – 59.8 the tender committee has the sole discretion

Item	Section	Question	Answer
		trade secrets. But we consider that this information could be confidential. Then would it be possible to derogate to section 59.9.	regarding Respondents' right to review the winning proposal.
35.	6.1.3, 6.1.4 Appendix A	With reference to Appendix A, technical requirements for the laminate, items 6.1.3 and 6.1.4 appear to have been written round one specific company's proprietary and possibly patented features. As this is clearly discriminatory in favour of that company and makes it impossible for any other company to comply with these requirements, we request that those requirements be removed or that it is permissible to offer other equally effective security elements.	<p>A. The section wording allows a broad spectrum of possible solutions from several vendors and intentionally avoids using a trademark of a specific vendor.</p> <p>B. For clarity sake, section 6.1.3 will be amended to read as follows:</p> <p>" 6.1.3. <u>Metalized-like visual effect</u></p> <p>6.1.3.1. The metalized-like visual effect must be with an area of exactly $0.75\pm 0.15 \text{ cm}^2$.</p> <p>6.1.3.2. This element must be highly visible under diffused lighting."</p>

Item	Section	Question	Answer
36.	6.1.3.1 Appendix A	Is the 0.75 cm ² the surface of one specific solid element that belongs to the metallic pattern of the laminate? Or is the surface for the whole metallic pattern (in this case the example of design deliver in Appendix M seems not compliant)?	The area of the entire metalized element must be 0.75 cm ² . The design presented in Appendix M is not to scale and is for demonstration purpose only.
37.	6.1.5 Appendix A	Microtext: the mention clearly visible may be subjective, can we suggest the following traduction in term of microtext height : X5 Magnifier: text height within 200μ to 300μ. X15 Magnifier: text height within 75μ to 125μ.	In section 6.1.5 of Appendix A, strike "One size must be clearly visible with an X5 magnifier and the other with a magnification of X15" and insert: "The text height must be within 200μ to 300μ for one size, and the other within 75μ to 150μ."
38.	Section 9 of Appendix A	Please, could you precise if the numbering shall be directly on the transferred laminate or on the carrier?	Please see clarification No. 8.
39.	Appendix	With relation to Appendix E and Appendix F is it	Yes, but there must be a clear indication that these

Item	Section	Question	Answer
	E, F	possible to supply these documents in a language different than English and legalized by means of an "Apostille" (ref. Aja convention of 5/10/1961)?	documents are the certified copies of the appendixes.
40.	Section 2.21.3 of Appendix I	<p>We understand :</p> <ul style="list-style-type: none"> - That this condition is applicable only from the forth contract year - and that, for instance, if travel documents issue during the contract duration are as follows : <p>300,000 the first year, 400,000 the second year and 300,000 the third year, there is a serial defect if the percentage of defective products discovered over a period of 12 consecutive months is over 0.5% of 333,333 travel documents, i.e. over 1,666 defective products.</p> <p>Could you please confirm if this is correct?</p>	<p>In section 2.21.3 of the contract, Appendix I of the tender, after "(36) months", insert:</p> <p>"This shall be applicable only after four (4) years from the commencement of the agreement.</p> <p>2.21.3.1. If more than one (1) year has passed since the commencement of the agreement, but no more than two (2) years: the percentage of defective products discovered over a period of twelve (12) consecutive months exceeds seven-tenths of one percent (0.7%) of the annual mean number of travel documents issued in Israel under this contract, since the</p>

Item	Section	Question	Answer
			<p>commencement of the agreement.</p> <p>2.21.3.2. If more than two (2) years have passed since the commencement of the agreement, but no more than four (4) years: the percentage of defective products discovered over a period of twelve (12) consecutive months exceeds seven-tenths of one percent (0.6%) of the annual mean number of travel documents issued in Israel under this contract., since the commencement of the agreement."</p> <p>The example given in the question is correct (from the fourth year).</p>
41.	10.4 of Appendix I	In this article it is mentioned that minimum order quantities will be 500,000. Would it be possible to know what would be the minimum, average, and maximum quantities per delivery? This will enable Tenderers to be able to have a more	As specified in the question, minimum order shall be 500,000 units. The order shall not exceed 750,000 units. Our estimation is that the average will be closer to 500,000.

Item	Section	Question	Answer
		accurate estimation of transportation costs.	
42.	16.3.4 of Appendix I	The period to replace the disqualified batch is 21 days; could you please propose a longer period?	<p>Section 16.3.4 of the contract, Appendix I of the tender, shall be amended to read as follows:</p> <p>"16.3.4. Purchaser may demand that Supplier replace the units which were destroyed as a disqualified batch (in this section – "Destroyed Units") within thirty five (35) days. Nevertheless, the Supplier undertakes, in case that Purchaser will notify Supplier in writing that Purchaser's existing stock does not allow continuous issuance of passports, to replace the Destroyed Units within twenty one (21) days from the acceptance of such notice.</p> <p>42.3.4.1. Provisions of sections 11.2 – 11.8 shall apply on the replacement of destroyed units, mutatis mutandis."</p>

Item	Section	Question	Answer
43.	17.3 of Appendix I	<p>"Five hundred (500) defective products be found within a six (6) month period".</p> <p>Taking into account the entire 3,000,000 laminates supply over the 5-years project duration, means that that the failure percentage in the citation, represents 0.00166% failure(!), and requires opening of an a investigation! We think that this required failure percentage is extremely way off any industry standards (out of any proportion), and we kindly ask to allow a common failure percentage of 2%.</p>	<p>The number should be 0.0166%, but this is an extreme example based on the assumption that most of the passports were issued when the 500 defective products were discovered.</p> <p>Also note that such an occasion represents a triggering event for investigation. The request is denied.</p>
44.	17.4.2 of Appendix I	<p>".. and Supplier will pay Purchaser thirty (30) Euros for each recalled travel document". This stipulated penalty seems to be extremely high and exceeds any industry standards. We kindly ask to reconsider this requirement and to lower it</p>	<p>The thirty Euros is only for products that were found to be defective. In case that the Purchaser will have to conduct a recall, its damages may exceed the amount in question, and the Purchaser shall have the right for reimbursement for these</p>

Item	Section	Question	Answer
		significantly.	damages.
45.	20.3.1 of Appendix I	<p>Supplier's warranty is excluded only for "deliberate damage by the Purchaser".</p> <p>Could it be specified that the following damages are also excluded from the Supplier's warranty:</p> <ul style="list-style-type: none"> - damages caused by negligence by the Purchaser ; <p>damages caused by a use by the Purchaser that would not be in compliance with the Supplier's recommendations;</p> <ul style="list-style-type: none"> - damages caused by a force majeure event. 	<p>Section 20.3.1 will be amended to read as follows:</p> <p>"20.3.1. The warranty shall not be limited in any way (subject to provisions of section 14.2.1 above), except for:</p> <p>20.3.1.1. deliberate damage caused by Purchaser or anyone on its behalf;</p> <p>20.3.1.2. damages caused by Purchaser's negligence or due to incompliance with Lamination Procedures;</p> <p>20.3.1.3. damages caused by a force majeure."</p>
46.	20.3.3 of Appendix I	According to the standard industry practices, warranties are limited to product replacement for damages as above defined as far as the tests of the Purchaser enables to discover defective	<p>The request is denied. Please see clarification No. 9.2.</p> <p>Please note that this section refers to products that</p>

Item	Section	Question	Answer
		<p>laminates and as far as after the delivery, the conditions of storage and usage of the materials are beyond the control of the Supplier.</p> <p>Therefore could it be specified that the Supplier's warranty shall be limited to the repayment by the Supplier to the level of replacement of the defective laminates.</p>	<p>are still in the issuing facility.</p>
47.	30.2.1 of Appendix I	<p>We understand that the Respondent shall subscribe a product liability policy in the name of the State of Israel, in addition to the name of the Respondent. Our product liability insurance policy is in our name only but covers the damages caused by our products in the State of Israel, namely (within the amounts provided in our insurance policy). In this case, would a product liability insurance policy be sufficient?</p>	<p>No. please note that according to section 30.1.4 of the contract, Appendix I of the tender, the policy will be expanded to indemnify the State of Israel – inasmuch as they shall be considered responsible for the act and/or omissions of Supplier or anyone acting on its behalf.</p>

Item	Section	Question	Answer
48.	Schedule (2) of Appendix I	<p>Would it be possible to specify in the performance bond form that :</p> <ul style="list-style-type: none"> - The guarantee will be remitted by the bank upon receipt of a written statement stating that the debtor is in breach of his obligation(s) under the underlying contract ; and the respect in which the debtor is in breach . - This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.458 	<p>The performance bond will not be changed.</p> <p>Please note that according to section 33.6 of the contract, Appendix I of the tender, Authority will be entitled to forfeit the performance bond if Supplier breaches any of the terms of the agreement and only after sending prior 14 days notice to Supplier and allowing it to be heard by Authority's representative. In addition, The Authority is an administrative agency, and as such is committed to act in a reasonable manner .</p>
49.	Appendix M	<p>Design element 5 & 6 :</p> <ul style="list-style-type: none"> - Can we have official version in Hebrew characters? - Do those both texts be readable with naked eyes or shall one be used only for micro text elements ? 	<ul style="list-style-type: none"> A. Official version of the national anthem and verse is attached. B. This is open for the respondent to decide, according to the design of the laminate and both options are acceptable. In case the text in those elements is too long for

Item	Section	Question	Answer
		- Does all the text be only in Hebrew characters? Is English version allowed for micro text?	microtext, or does not fit with the design, the Hebrew term for "State of Israel" may be used instead (also attached). C. All the text must be in Hebrew characters.

Appendix

Words of the national anthem (punctuated):

כָּל עוֹד בְּלֵבב פְּנִימָה
נֶפֶשׁ יְהוּדֵי הוֹמִיָּה
וּלְפָאֲתֵי מְזֻרַח, קְדִימָה
עֵין לְצִיּוֹן צוֹפִיָּה

עוֹד לֹא אֲבָדָה תְּקוּמָתֵנוּ
הַתְּקוּהָ בֵּת שְׁנוֹת אֲלֵפִים
לְהִיּוֹת עִם חֶפְשִׁי בְּאַרְצֵנוּ
אֶרֶץ צִיּוֹן וִירוּשָׁלַיִם.

Words of the national anthem (not punctuated):

כל עוד בלבב פנימה
נפש יהודי הומיה
ולפאתי מזרח, קדימה
עין לציון צופיה

עוד לא אבדה תקותנו
התקוה בת שנות אלפים
להיות עם חפשי בארצנו
ארץ ציון וירושלים.

The text of the verse from the bible (punctuated):

אֶרֶץ חֹטָה וְשֹׁעֵרָה, וְגִפְן וְתַאֲנָה וְרִמּוֹן; אֶרֶץ-זֵית שֶׁמֶן, וְדִבְשׁ.

The text of the verse from the bible (not punctuated):

ארץ חטה ושערה, וגפן ותאנה ורמון; ארץ-זית שמן, ודבש.

The text "State of Israel":

מדינת ישראל