

סימוכין: קובץ הבהרות – 6 א. מהדורה 0.3
תאריך: 12.11.18

לכבוד

משתתפי מכרז פומבי מספר 10/18

שלום רב,

הנדון: הבהרות והודעות – מכרז פומבי מספר 10/18 – שירות התשלומים הממשלתי (שהם) עבור משרד ראש הממשלה – רשות התקשוב הממשלתי (להלן: "המכרז"): קובץ הבהרות מס' 6 א.

בהתאם לסמכותה על פי מסמכי המכרז, לרבות סעיף 0.3.4 בפרק 0 – מנהלה, במסמכי המכרז, מתכבדת בזאת ועדת המכרזים ליתן הודעה למציעים כמפורט להלן:

כל ההבהרות והשינויים בהודעה זו ייחשבו לחלק בלתי נפרד ממסמכי המכרז.

אלא אם נאמר אחרת, לכל המונחים האמורים בהודעה זו תהיה המשמעות שנקבעה להם במסמכי המכרז.

אין להסתמך על כל הסבר או פירוש שניתן בעל פה או בכתב או בכל דרך אחרת על ידי מי מטעם ועדת המכרזים או על ידי כל גורם אחר, ככל שניתן, בכל פורום או צורה שהיא. השינויים היחידים מהאמור במסמכי המכרז וכן כל הפירושים וההבהרות להם, הינם כמפורט במכתב זה בלבד, ובמכתבי הבהרות נוספים שיצאו מטעם ועדת המכרזים, ככל שיצאו.

אין בהודעה זו כדי לשנות מהוראות מסמכי המכרז, אלא ככל ששינוי כזה נעשה במפורש.

1. להלן פירוט ההבהרות:

ספ'	הסעיף	הבהרה
כללי		
1.	תרגום נספחים 0.7.5.1 ו-0.7.7.3 לאנגלית	לנוחות המציעים מצ"ב תרגום לאנגלית של הנספחים 0.7.5.1 ו-0.7.7.3. יובהר כי במקרה של סתירה בין הנוסח בעברית לבין הנוסח באנגלית, הנוסח בעברית יהיה הנוסח המחייב.

Appendix 0.7.5.1

SUB-CONTRACTOR'S UNDERTAKING REGARDING CONFIDENTIALITY

That was signed on _____ 2018

By _____ (hereinafter: the "Sub-contractor"): (Sub-contractor's authorized signatories)

Name: _____ Passport Number _____

Address: _____ Position on behalf of Sub-contractor: _____

Name: _____ Passport Number _____

Address: _____ Position on behalf of Sub-contractor: _____

;

Whereas the Client intends to purchase services as specified in the Public Tender No. 10/18 - the Government Payment Service (Shoham) for the Prime Minister's Office - the Government ICT Authority (hereinafter: the "Tender");

And whereas - _____ (hereinafter: "the Bidder") submitted a proposal in response to the Tender;

And whereas, and according to the Bidder's proposal and the agreements between the Bidder and the Sub-contractor, the Sub-contractor is supposed to supply products and / or services as specified in the proposal documents;

And whereas I am authorized to undertake and commit on behalf of the Sub-contractor;

And whereas the Sub-contractor and anyone acting on its behalf, shall be employed in connection with the supply of the requested services as specified in the Tender and in the Bidder's proposal;

And whereas the Sub-contractor and anyone acting on his behalf may be exposed to professional secrets which the State of Israel wishes to protect.

Therefore, the Sub-contractor undertakes as follows:

Definitions

In this undertaking, the following terms shall have the meaning appearing alongside them:

"Services" - as defined in "Requested Services" in the Administration Chapter.

"Information" - any information, know-how, document, correspondence, plan, data, model, opinion, conclusion and anything else related to the provision of the Services, whether in writing or verbally and / or in any form or way of preserving information electronically and / or optically and / or magnetically and / or otherwise, whether it has crystallized into a usable product or an intermediate product in the process of preparing a usable product.

"Professional Secrets" - any Information that will reach the Bidder in connection with the provision of the Services, whether received during the provision of the Services or thereafter, including without derogating from the generality of the foregoing: Information to be provided by the State of Israel and / or any other entity and / or on the behalf of each of the above, and including Information that is a trade secret as defined in the Commercial Torts Law, 5759-1999, except for information that is in the public domain or information that must be provided according to law.

Confidentiality

The Sub-contractor undertakes that he, and any person acting on his behalf or as part of his mission, shall keep the Information and / or the Professional Secrets in strict confidence and shall use them solely for the purpose of providing the Services that are the subject of the Tender. For the avoidance of doubt, and without derogating from the generality of the foregoing, the Sub-contractor and anyone acting on his behalf undertakes not to publish, transfer, notify, deliver or bring to the attention of any person the Information and / or the Professional Secrets.

I/we hereby declare on behalf of the Sub-contractor that I am/ we are aware, that failure to fulfill these obligations constitutes an offense under Chapter Seven (State Security, Foreign Relations and Official Secrets) of the Penal Law, 5737-1977.

The Sub-contractor and any third party acting on his behalf, may not publish the Information, transfer it or bring it to the attention of any person during the entire period of the contract and after its termination, and shall not make any use of the Information reached to them as aforesaid.

In addition, the Sub-contractor undertakes that if the Bidder is chosen as the winning supplier, he shall ensure that all his employees and any person acting on his behalf who supply the products and / or services as detailed in the Tender and which are connected in any way to the Tender and its realization, shall comply with the provisions of this undertaking and the Sub-contractor will make them sign a confidentiality undertaking.

Upon completion of the performance of the Services in accordance with the terms of the Tender, the Sub-contractor undertakes that, with the exception of the disclosed Information, he will transfer all the documents and / or any other material provided to the bidder in connection with the aforesaid requirement and any processing made of the said documents and material. The Bidder will not keep any copy and / or photocopy of any kind of material and / or documents and / or outputs (of any kind, including electronic media) related to the above request, without the written consent of the Client.

In witness whereof, I/ we have signed {signed by the authorized signatory on behalf of the Sub-contractor }

Name: _____

Signature and seal: _____

Date: _____

Name: _____

Signature and seal: _____

Date: _____

Advocate's Authentication of the Signatures:

I, {name of Advocate } who is signed below, hereby confirm that the above {name of first signer } and {name of second signer } have signed in front of me on behalf of the Sub-contractor and that their signatures along with the Sub-contractor's seal, binds the Sub-contractor in all of its actions.

Date

Signature of Advocate

Appendix 0.7.7.3 - Sub-Contractor's Commitment to the Proposal

To: Government ICT Authority, Prime Minister's Office (hereinafter: the "Ministry")

Re: Tender 10/18 for Government Payments Services (hereinafter: the "Tender")

1. We, the undersigned, on behalf of _____ {name of the Sub-contractor} (hereinafter: the "Sub-contractor"), hereby declare and undertake that the components of the total solution which are provided by us are an integral part of _____'s (hereinafter: the "Bidder") proposal and that they meet the requirements of the Tender, together with the bid of the Bidder, as an integrative and operational unit.
2. The following are the components and services provided by us: _____

3. We and the Bidder have a binding contractual relationship in which we undertook to supply the components of the solution mentioned in Section 2 above, for a period as defined in the Tender, and we recognize the Bidder as the supplier and the main contractor for this Tender if his proposal is chosen as the winning bid.
4. In order to remove any doubt, we undertake to perform the components in the solution we undertook to perform as a Sub-contractor as stated in Section 2 above, and hereby declare that we have read all the provisions of the Tender, its requirements and the Agreement, and none of these derogate from the fulfillment of our obligations as a Sub-contractor.
5. There is no impediment to providing the components and services provided by us directly to the Ministry in the event of termination of the contract between the Ministry and the Bidder, at any time, at terms identical to the terms of the Ministry's engagement with the Bidder. We agree and undertake to change the contract of agreement between us and the Bidder vis-à-vis the Ministry in the event of termination of the contract between the Ministry and the Bidder, at any time, if so requested by the Ministry.
6. Our undertaking will remain in force at all times, both towards the Bidder and towards the Ministry.
7. The Sub-contractor was not involved in any attempt to dissuade another competitor from submitting bids in this Tender or in an attempt to cause another competitor to submit a bid higher or lower than the bid of the Bidder or in an attempt to cause a competitor or bidder to submit an uncompetitive bid of any kind.
8. We serve as Sub-contractors for the supply and assimilation of the e-commerce software suite and hereby declare that the details appearing in the Bidder's proposal regarding our experience in order to meet the following threshold conditions: _____, are correct and approved by us.
[This clause shall be completed by the Sub-contractor for the supply and assimilation of the e-commerce

software suite in the event that the Bidder wishes to prove its compliance with the threshold conditions that allow to present the experience of this Sub-contractor. }

And as evidence we sign below:

Signatures:

Name of Corporation and Reg. No'

Address

Name of first signatory

Signature and corporate seal

Name of second signatory

Signature and corporate seal

Advocate Authentication of the Signatures:

I, {name of Advocate} who is signed below, hereby confirm that the above {name of first signer} and {name of second signer} have signed in front of me on behalf of the above Sub-contractor and that their signatures along with the Sub-contractor's seal, binds the Sub-contractor in all of its actions.

Date

Signature of Advocate