



אגף מכס ומע"מ
אגף רכש נכסים ולוגיסטיקה

פרוטוקול וועדת המכרזים מתאריך 16.6.2025

חברי הועדה:

אלעד גולדברג { יו"ר הועדה
אייל אביטל { חבר
אפרת שונרי-זינגר, עו"ד { חברה
טניה גויכמן { חברה

מוזמנת: גבי מירי מסיקה, מנהלת תחום (אמצעים טכנולוגיים)

הנדון: בקשה לאישור התקשרות עם חברת קונקורדיה כספק יחיד למתן שירות ותחזוקה לאתר משקף מכולות במעבר אלנבי

אלנבי

אגף הביטחון (אמצעים טכנולוגיים) - מכס	יחידה המגישה
27.5.2025	תאריך
2025-000143	מס' סימוכין
בקשה לאישור התקשרות עם חברת קונקורדיה כספק יחיד למתן שירות ותחזוקה לאתר משקף מכולות במעבר אלנבי ח.פ. 515559326	נושא ההתקשרות

רקע:

במסגרת אחריות רשות המסים בישראל למניעת הברחות אמל"ח במעברי הגבול הבינלאומיים היא נדרשת לבצע בדיקות ביטחוניות לטובין. הבדיקות כוללות בין היתר שיקוף באמצעות מערכות רנטגן באמצעות משקף מכולות.

במעבר גבול אלנבי הוצב משקף מכולות (להלן: "משקף") שנרכש על ידי יחידת הרכש של האו"ם UNOPS מחברת NUCTECH COMPANY LIMITED (להלן: "חברת נוקטק") מכספי תרומה של ממשלת הולנד, וזאת כתרומה לרשי"פ לטובת שיפור הסחר והכלכלה של המשק הפלסטיני.

על פי נייר הבנות שנחתם בין מדינת ישראל לממשלת הולנד, הוחלט שהמשקף יוצב במעבר אלנבי ויופעל על ידי המכס הישראלי.

בהתאם לאישור ועדת המכרזים מיום **27.12.2012** (פרוטוקול 67/2012), נחתם בתאריך 26.12.2012 הסכם התקשרות בין רשות המסים לבין חברת "נוקטק" לפיו החברה תספק את המשקף כולל שנת אחריות ו- 5 שנות שירות ותחזוקה. בפועל, המערכת הותקנה רק באפריל 2018, ועל כן שנת האחריות החלה בתאריך 2.4.2018 והסתיימה ביום 2.4.2019 ושנות השירות והתחזוקה החלו בתאריך 2.4.2019 עד לתאריך 2.4.2024.

ועדת הפטור המשרדית מיום **9.9.2024** (פרוטוקול מס' 13/2024) אישרה התקשרות עם חברת נוקטק בפטור ממכרז כספק יחיד, לפי תקנה 29(3) לתקנות חובת המכרזים, תשנ"ג – 1993, לשירות ותחזוקה לאתר המשקף במעבר אלנבי לרבות טכנאי באתר ביום שישי, לתקופה החל מיום 1.8.2024 ועד ליום 30.6.2025 בעלות עד לסך **2,124,486** ₪ כולל מע"מ.



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לקראת סיום ההתקשרות, נערכה פניה לחברת נוקטק לקבלת הצעת מחיר להמשך מתן השירות והתחזוקה באתר עד לסוף שנת 2025. הצעת המחיר שניתנה על ידי חברת נוקטק עמדה על 887,571.22 ₪.

הצעת מחיר זו נבחנה על ידי ועדת המכרזים ביום 26.5.2025. בדיון זה, ציינה היחידה המקצועית כי מאז תחילת מלחמת "חרבות ברזל", חברת נוקטק, אשר הינה חברה סינית, מתקשה להמציא ערבויות להתקשרויות עם רשות המסים. הקושי אינו נובע מקשיי נזילות של החברה, אלא קשיים אותם מציגים הבנקים בסין נוכח המצב בישראל. נוכח כך, ועדת המכרזים סברה כי יש קושי ממשי להתקשר עם חברת נוקטק לטובת מתן השירותים נשוא החלטה זו ללא קבלת ערבות מתאימה, זאת נוכח היקף ההתחייבויות הנדרשות מהחברה והיקף החשיפה הצפויה לרשות במידה שהחברה לא תעמוד בהתחייבויותיה.

בנסיבות אלה, ביקשה הוועדה מהיחידה המקצועית לבחון אפשרות להתקשר לטובת מתן שירותים אלה עם חברת קונקורדיה טכנולוגיות בע"מ (להלן – "קונקורדיה").

קונקורדיה הינה חברת בת של חברת נוקטק ונותנת מטעמה שירותים בישראל מטעם נוקטק. לצורך כך, פנתה היחידה המקצועית לחברת קונקורדיה לקבלת הצעת מחיר עבור שירות ותחזוקה במשקף במעבר אלנבי, לתקופה שמיום 1.7.2025 ועד ליום 31.12.2025. הצעת המחיר שהוגשה על ידי קונקורדיה למתן השירות האמור הינה בסכום של 887,571.22 ₪ כולל מע"מ. קרי – הצעת מחיר זהה להצעה שניתנה על ידי חברת נוקטק.

לאור האמור, פונה גבי חגית ברדה, ממונה תחום אמצעים טכנולוגיים, בבקשה לאשר התקשרות חדשה עם חברת קונקורדיה עבור מתן שירות ותחזוקה למשקף המכולות במעבר גבול אלנבי, למתן לרבות הצבת טכנאי בשתי משמרות בימים א' – ה' וכן בימי שישי משעה 07:30 ועד 14:00.

ההתקשרות האמורה נדרשת בשל סיום התקשרות עם חברת נוקטק ביום 30.6.2025, כמפורט לעיל.

תקופת ההתקשרות: החל מיום 1.7.25 ועד ליום 31.12.2025.
עלות ההתקשרות: תעמוד על עד 887,571.22 ₪ כולל מע"מ הכוללת מתן שירות ותחזוקה בימים א' – ה' וגם שירות ותחזוקה והצבת טכנאי בימי שישי – בהתאם להצעת המחיר.

מסמכים מצורפים:

פרוטוקול ועדת פטור "דית מס" pdf.13-2024	הסכם אלנבי עם האום pdf.2018	הסכם נוקטק-הולנד pdf.	בקשה להתקשרות זעבר אלנבי-2025 Quotation Service anddoc.	CCD 27-05-25	פרסום-התראה מועד השנות חלף.msg

טרם הפניה לוועדת המכרזים, פורסמה בתאריך 28.5.2025 במערכת "נעמ"ה" (פניה מס' 4000602996) הודעה בדבר כוונת הרשות להתקשר בפטור ממכרז כספק יחיד עם חברת קונקורדיה למתן שירות ותחזוקה למשקף, אליה צורפה חוות דעתו של הגורם המקצועי בעניין זה, וזאת על מנת לבחון את קיומם של ספקים נוספים. הפרסום האמור נערך בהתאם להוראות תקנה 3א(א) לתקנות חובת המכרזים, תשנ"ג – 1993. המועד האחרון שנקבע להגשת השגות היה בתאריך 16.6.2025, כאשר עד למועד זה לא הוגשו כל השגות.



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דין

בהתאם להוראות תקנה 3א(א) לתקנות חובת המכרזים, תשנ"ג – 1993, טרם הפניה לוועדת המכרזים לצורך אישור התקשרות בפטור ממכרז עם ספק יחיד בהתאם להוראות תקנה 29(3) לתקנות, יש להציג חוות דעת מבעל הסמכות המקצועית במשרד לפיה המתקשר הוא ספק יחיד.

כמו כן, יש לפרסם למשך עשרה ימי עבודה לפחות הודעה על הכוונה להתקשר עם הספק האמור, את עיקרי ההתקשרות, את חוות הדעת שניתנה בעניין זה ואת האפשרות לפנות לרשות במידה וקיים ספק אחר אשר סבור כי ביכולתו לבצע את ההתקשרות.

הוועדה מצאה כי במקרה זה הפרסום נעשה בהתאם להוראות הדין ולא נערכו פניות לוועדה על ידי גורם אחר אשר סבר כי הוא יכול לספק את השירות במקומה של חברת קונקורדיה.

לדעת הוועדה, נוכח היקף ההתקשרות, קיימת חשיבות לעגן את הדרישות מהחברה בהסכם סדור. עם זאת, נוכח לוחות הזמנים, הוועדה סבורה כי ניתן בשלב זה להוציא לחברה הזמנת רכש, אשר תתבסס על הדרישות אשר פורטו בנוסח הפנייה של היחידה המקצועית לקבלת הצעת מחיר.

במקביל, על היחידה המקצועית לטפל מול הלשכה המשפטית בהכנת הסכם התקשרות.



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החלטה:

בהתאם לתקנות 3(29), 3א(א) ו- 10א(ב) לתקנות חובת המכרזים, תשנ"ג - 1993, ובהסתמך על חו"ד של הגורם המקצועי לפיו מדובר בספק יחיד, ולאחר שבוצע הליך לבחינת קיומם של ספקים נוספים אשר לא העלה השגות, ועדת המכרזים המשרדית ממליצה בפני ועדת הפטור המשרדית להתקשר בפטור ממכרז כספק יחיד עם חברת קונקורדיה בגין מתן שירות ותחזוקה, לרבות הצבת טכנאי בימי שישי, במשקף המכולות במעבר גבול אלנבי.

1. עלות ההתקשרות: 887,571.22 ₪ כולל מע"מ – בהתאם להצעת המחיר של החברה.
2. תקופת ההתקשרות: החל מיום 1.7.2025 ועד ליום 31.12.2025.
3. בהתאם לסעיף 10א(ב) לתקנות חובת המכרזים, תשנ"ג – 1993, הבקשה טעונה את אישור ועדת הפטור המשרדית.
4. החברה נדרשת בהגשת ערבות דיגיטלית בגובה 5% מהיקף ההתקשרות, קרי 45,000 ₪ כולל מע"מ שתוקפה יהא עד 31.3.2026.
5. לחברה תוצא הזמנת רכש אשר תכלול הפנייה לנוסח הפנייה לקבלת הצעת מחיר. במקביל, על היחידה המקצועית להכין נוסח מוצע של מפרט השירותים הנדרשים ופירוט דרישותיהם המקצועיות ולהעבירו ללשכה המשפטית לצורך גיבוש הסכם התקשרות.
6. הבקשה טעונה את אישור ועדת הפטור המשרדית.
7. פריט התחייבות: 05520328
8. שריון תקציבי: 4000014134

החלטת הועדה מסתמכת על תקנות 3א(א), 3(29) ו- 10א(ב) לתח"מ
כתבה: נילי דהאן, מנהלת תחום (מוסמך רכש) ומזכירת הועדה – רשות המסים

חתימות:

פרוטוקול ועדת המכרזים מיום 16.6.2025

תפקיד בוועדה	שם	חתימה	תאריך
יו"ר הועדה	אלעד גולדברג		17 Jul 2025
חברה	אפרת שונרי-זינגר, עו"ד		21 Jul 2025
חבר	אייל אביטל		17 Jul 2025
חברה	טניה גויכמן		21 Jul 2025



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פרוטוקול וועדת הפטור המשרדית מיום 16.6.2025

הנדון: בקשה לאישור התקשרות עם חברת קונקורדיה כספק יחיד למתן שירות ותחזוקה לאתר משקף מכולות במעבר

אלנבי

רקע:

במסגרת אחריות רשות המסים בישראל למניעת הברחות אמל"ח במעברי הגבול הבינלאומיים היא נדרשת לבצע בדיקות ביטחוניות לטובין. הבדיקות כוללות בין היתר שיקוף באמצעות מערכות רנטגן באמצעות משקף מכולות.

במעבר גבול אלנבי הוצב משקף מכולות (להלן: "משקף") שנרכש על ידי יחידת הרכש של האו"ם UNOPS מחברת NUCTECH COMPANY LIMITED (להלן: "חברת נוקטק") מכספי תרומה של ממשלת הולנד, וזאת כתרומה לרש"פ לטובת שיפור הסחר והכלכלה של המשק הפלסטיני.

על פי נייר הבנות שנחתם בין מדינת ישראל לממשלת הולנד, הוחלט שהמשקף יוצב במעבר אלנבי ויופעל על ידי המכס הישראלי.

בהתאם לאישור ועדת המכרזים מיום **27.12.2012** (פרוטוקול 67/2012), נחתם בתאריך 26.12.2012 הסכם התקשרות בין רשות המסים לבין חברת "נוקטק" לפיו החברה תספק את המשקף כולל שנת אחריות ו- 5 שנות שירות ותחזוקה. בפועל, המערכת הותקנה רק באפריל 2018, ועל כן שנת האחריות החלה בתאריך 2.4.2018 והסתיימה ביום 2.4.2019 ושנות השירות והתחזוקה החלו בתאריך 2.4.2019 עד לתאריך 2.4.2024.

ועדת הפטור המשרדית מיום **9.9.2024** (פרוטוקול מס' 13/2024) אישרה התקשרות עם חברת נוקטק בפטור ממכרז כספק יחיד, לפי תקנה 3(29) לתקנות חובת המכרזים, תשנ"ג – 1993, לשירות ותחזוקה לאתר המשקף במעבר אלנבי לרבות טכנאי באתר ביום שישי, לתקופה החל מיום 1.8.2024 ועד ליום 30.6.2025 בעלות עד לסך **2,124,486** ₪ כולל מע"מ.

לקראת סיום ההתקשרות, נערכה פניה לחברת נוקטק לקבלת הצעת מחיר להמשך מתן השירות והתחזוקה באתר עד לסוף שנת 2025. הצעת המחיר שניתנה על ידי חברת נוקטק עמדה על 887,571.22 ₪.

הצעת מחיר זו נבחנה על ידי וועדת המכרזים ביום **26.5.2025**. בדיון זה, ציינה היחידה המקצועית כי מאז תחילת מלחמת "חרבות ברזל", חברת נוקטק, אשר הינה חברה סינית, מתקשה להמציא ערבויות להתקשרויות עם רשות המסים. הקושי אינו נובע מקשיי נזילות של החברה, אלא קשיים אותם מציגים הבנקים בסין נוכח המצב בישראל. נוכח כך, ועדת המכרזים סברה כי יש קושי ממשי להתקשר עם חברת נוקטק לטובת מתן השירותים נשוא החלטה זו ללא קבלת ערבות מתאימה, זאת נוכח היקף ההתחייבויות הנדרשות מהחברה והיקף החשיפה הצפויה לרשות במידה שהחברה לא תעמוד בהתחייבויותיה.

בנסיבות אלה, ביקשה הוועדה מהיחידה המקצועית לבחון אפשרות להתקשר לטובת מתן שירותים אלה עם חברת קונקורדיה טכנולוגיות בע"מ (להלן – "קונקורדיה").

קונקורדיה הינה חברת בת של חברת נוקטק ונותנת מטעמה שירותים בישראל מטעם נוקטק. לצורך כך, פנתה היחידה המקצועית לחברת קונקורדיה לקבלת הצעת מחיר עבור שירות ותחזוקה במשקף במעבר אלנבי, לתקופה שמיום 1.7.2025 ועד ליום 31.12.2025. הצעת המחיר שהוגשה על ידי קונקורדיה למתן השירות האמור הינה בסכום של 887,571.22 ₪ כולל מע"מ. קרי – הצעת מחיר זהה להצעה שניתנה על ידי חברת נוקטק.



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אגף רכש נכסים ולוגיסטיקה

לאור האמור, פונה גבי חגית ברדה, ממונה תחום אמצעים טכנולוגיים, בבקשה לאשר התקשרות חדשה עם חברת קונקורדיה עבור מתן שירות ותחזוקה למשקף המכולות במעבר גבול אלנבי, למתן לרבות הצבת טכנאי בשתי משמרות בימים א' – ה' וכן בימי שישי משעה 07:30 ועד 14:00.
ההתקשרות האמורה נדרשת בשל סיום התקשרות עם חברת נוקטק ביום 30.6.2025, כמפורט לעיל.

תקופת ההתקשרות: החל מיום 1.7.25 ועד ליום 31.12.2025.
עלות ההתקשרות: תעמוד על עד 887,571.22 ₪ כולל מע"מ הכוללת מתן שירות ותחזוקה בימים א' – ה' וגם שירות ותחזוקה והצבת טכנאי בימי שישי – בהתאם להצעת המחיר.

מסמכים מצורפים:

פרסום-התראה מועד השעות חלף. msg	CCD 27-05-25 Quotation Service anddoc.2025	בקשה להתקשרות ועבר אלנבי-2025	הסכם נוקטק-הולנד pdf	הסכם אלנבי עם האום pdf.2018	פרוטוקול ועדת פטור ד"ת מס' 13-2024 pdf

טרם הפניה לוועדת המכרזים, פורסמה בתאריך 28.5.2025 במערכת "נעמ"ה" (פניה מס' 4000602996) הודעה בדבר כוונת הרשות להתקשר בפטור ממכרז כספק יחיד עם חברת קונקורדיה למתן שירות ותחזוקה למשקף, אליה צורפה חוות דעתו של הגורם המקצועי בעניין זה, וזאת על מנת לבחון את קיומם של ספקים נוספים. הפרסום האמור נערך בהתאם להוראות תקנה 3א(א) לתקנות חובת המכרזים, תשנ"ג – 1993.
המועד האחרון שנקבע להגשת השגות היה בתאריך 16.6.2025, כאשר עד למועד זה לא הוגשו כל השגות.

דין

בהתאם להוראות תקנה 3א(א) לתקנות חובת המכרזים, תשנ"ג – 1993, טרם הפניה לוועדת המכרזים לצורך אישור התקשרות בפטור ממכרז עם ספק יחיד בהתאם להוראות תקנה 3(29) לתקנות, יש להציג חוות דעת מבעל הסמכות המקצועית במשרד לפיה המתקשר הוא ספק יחיד.
כמו כן, יש לפרסם למשך עשרה ימי עבודה לפחות הודעה על הכוונה להתקשר עם הספק האמור, את עיקרי ההתקשרות, את חוות הדעת שניתנה בעניין זה ואת האפשרות לפנות לרשות במידה וקיים ספק אחר אשר סבור כי ביכולתו לבצע את ההתקשרות.
הודעה מצאה כי במקרה זה הפרסום נעשה בהתאם להוראות הדין ולא נערכו פניות לוועדה על ידי גורם אחר אשר סבר כי הוא יכול לספק את השירות במקומה של חברת קונקורדיה.

לדעת הוועדה, נוכח היקף ההתקשרות, קיימת חשיבות לעגן את הדרישות מהחברה בהסכם סדור. עם זאת, נוכח לוחות הזמנים, הוועדה סבורה כי ניתן בשלב זה להוציא לחברה הזמנת רכש, אשר תתבסס על הדרישות אשר פורטו בנוסח הפנייה של היחידה המקצועית לקבלת הצעת מחיר.
במקביל, על היחידה המקצועית לטפל מול הלשכה המשפטית בהכנת הסכם התקשרות.



אגף מכס ומע"מ
אגף רכש נכסים ולוגיסטיקה

החלטה:

בהתאם לתקנות (29)3, 3א(א) ו- 10א(ב) לתקנות חובת המכרזים, תשנ"ג - 1993, ובהסתמך על חו"ד של הגורם המקצועי לפיו מדובר בספק יחיד, ולאחר שבוצע הליך לבחינת קיומם של ספקים נוספים אשר לא העלה השגות, ועדת המכרזים המשרדית ממליצה בפני ועדת הפטור המשרדית להתקשר בפטור ממכרז כספק יחיד עם חברת קונקורדיה בגין מתן שירות ותחזוקה, לרבות הצבת טכנאי בימי שישי, במשקף המכולות במעבר גבול אלנבי.

1. עלות ההתקשרות : 887,571.22 ₪ כולל מע"מ – בהתאם להצעת המחיר של החברה.
2. תקופת ההתקשרות : החל מיום 1.7.2025 ועד ליום 31.12.2025.
3. בהתאם לסעיף 10א(ב) לתקנות חובת המכרזים, תשנ"ג - 1993, הבקשה טעונה את אישור ועדת הפטור המשרדית.
4. החברה נדרשת בהגשת ערבות דיגיטלית בגובה 5% מהיקף ההתקשרות, קרי 45,000 ₪ כולל מע"מ שתוקפה יהא עד 31.3.2026.
5. לחברה תוצא הזמנת רכש אשר תכלול הפנייה לנוסח הפנייה לקבלת הצעת מחיר. במקביל, על היחידה המקצועית להכין נוסח מוצע של מפרט השירותים הנדרשים ופירוט דרישותיהם המקצועיות ולהעבירו ללשכה המשפטית לצורך גיבוש הסכם התקשרות.
6. פריט התחייבות : 05520328
7. שריון תקציבי : 4000014134

החלטת הועדה מסתמכת על תקנות 3א(א), (29)3 ו- 10א(ב) לתח"מ
כתבה : נילי דהאן, מנהלת תחום (מוסמך רכש) ומזכירת הועדה

חתימות:

שם	מנהל הרשות	היועץ המשפטי	חשב הרשות
	שי אהרונוביץ	עו"ד אורי קלינר	גרמן קונסטנטינובסקי
חתימה			

27.7.25



רשות המסים בישראל
מכס ומע"מ
אגף רכש נכסים ולוגיסטיקה

תאריך פניה לספק: 25/05/2025

אל: רשות המיסים – אגף המכס

טופס להגשת הצעות מחיר

נא להגיש את ההצעה בצירוף כל המסמכים הנדרשים בדואר אלקטרוני/ידני:
עד ליום: 01-06-2025 לדוא"ל: hagit_ba@taxes.gov.il איש קשר: חגית בדרה
בטלפון: 054-2633993

אנו (שם החברה): **קונקורדיה טכנולוגיות בע"מ** מספר חברה: **515559326**
מגישים בזאת הצעת מחיר למתן הטובין/שירותים הבאים **כל המחירים אינם כוללים מע"מ**
בתאריך 27-05-2025.

מחיר לפני מע"מ בש"ח	תקופת השרות והתחזוקה	מחיר ליחידה	צפי כמות	מוצר / שירות	
₪ 749,028	01-07-2025 עד 31-12-2025	₪ 124,838	6	שרות ותחזוקה למשקף גאנטרי Nuctech MB1215DE (כולל תת-מערכות שסופקו והותקנו ע"י נוקטק בלבד)	1
₪ 3,151	01-07-2025 עד 31-12-2025	₪ 3,151	1	תחזוקה בשישי טכנאי צמוד באתר בימי שישי 07:30 – 14:00 לעבודות תחזוקה, הצעת המחיר היא ליום שישי אחד)	2
₪ 752,179.00		סה"כ ללא מע"מ			
₪ 135,392.22		18% מע"מ			
₪ 887,571.22		סה"כ כולל מע"מ			

הבהרות ודגשים:

שורה 2 מתייחסת לטכנאי אחד (1) באתר, ביום שישי אחד (1) = 3,050.00 ₪ לפני מע"מ
במידה ויהיה יותר מטכנאי אחד באתר ביום שישי, המחיר יוכפל במספר הטכנאים שבאתר.
המחיר יחושב ע"פ נוכחות בפועל של טכנאי באתר ולא על בסיס הערכה.
באומדן "גס" מבוצעת תחזוקה אחת לחודש, ביום שישי, באמצעות שני טכנאים.
מדד: המחיר צמוד למדד המחירים לצרכן הישראלי. תאריך הבסיס הוא תאריך הצעת המחיר הראשונה מיום 28 במרץ 2024. התאריך הקובע הוא תאריך החשבונית. תדירות ההצמדה היא חודשית.
טכנאים באתר: הטכנאים ישובצו לחמישה ימי עבודה בשבוע (א-ה") בשתי משמרות. במקרה וטכנאי כלשהו יידרש לבצע תחזוקה ושירות בימי שישי, התשלום יהיה לפי המופיע בשורה 2.



רשות המסים בישראל
מכס ומע"מ
אגף רכש נכסים ולוגיסטיקה

מע"מ: יעודכן לפי הפרסומים הרשמיים של משרד האוצר ורשות המסים.

371
 CONCORDIA TECHNOLOGY Ltd
 קונקורדיה טכנולוגיות בע"מ
 ח.פ. 515559326

בברכה,
 אילן הורדי
 חותמת וחותמת המציע

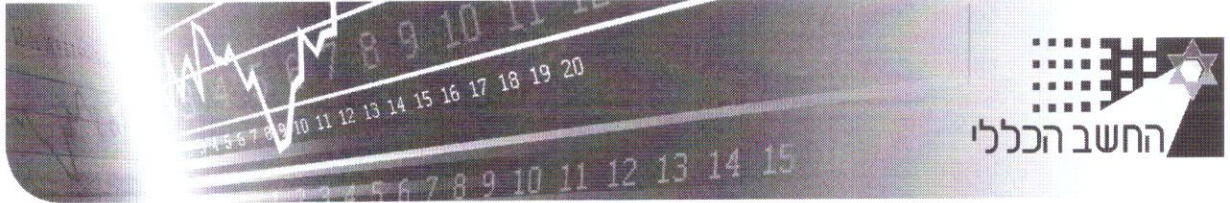
תנאים כללים לרכש:

- הכמויות הינן בגדר צפי בלבד ורשות המסים רשאית להגדיל או להקטין את הכמויות על פי צרכיה או לא לרכוש בכלל מוצר / שרות באופן חלקי או מלא לכלל ההצעה .
- הצעת המחיר תהיה בתוקף למשך 60 ימים מיום קבלתה במשרי רשות המסים .
- תנאי הרכש לעניין הצעת המחיר מפורטים מטה, ונדרשים בחתימת מגיש הצעת המחיר.
- ההתקשרות תתבצע בהתאם לחוק חובת המכרזים ותקנותיו והוראות התכ"ס.
- אין לשנות נתונים בטופס זה, שכן הדבר עלול לגרום לפסילת ההצעה.
- אגף רכש, נכסים והלוגיסטיקה רשאי לממש את כל תכולת ההזמנה המצוינת להלן, חלקה או לבטל בכל עת את הפנייה, על פי שיקול דעתו הבלעדי.
- הספק אשר יוכרז כזוכה, יידרש לזמינות מיידית ומלאה בכל שלבי ביצוע השירותים/הטובין המבוקשים.
- ההזמנה הזוכה אשר תיחתם על ידי המורשים תעמוד בתוקף עד לסוף שנה שוטפת + שנה עוקבת.
- למחיר הנ"ל יתווסף מע"מ כחוק. ;
- תנאי תשלום עד 45 יום.
- יש לפרט ככל הניתן את מהות השרות או המוצר.
- הזוכה יידרש לספק את הטובין/השירות לכתובת: אתר המשקף במעבר גשר אלנבי

כראייה באתי על החתום:

שם מלא של מורשה החתימה מטעמו של המציע	אילן הורדי
מספר ע.מ./ח.פ. של המציע <input type="checkbox"/> ע.מ. <input checked="" type="checkbox"/> ח.פ. <input type="checkbox"/> ע.פ.	515559326
תאריך ההצעה:	27/05/2025
חתימה + חותמת	 CONCORDIA TECHNOLOGY Ltd קונקורדיה טכנולוגיות בע"מ ח.פ. 515559326

- טופס ללא חתימה וחותמת על כל עמוד בנפרד, יגרום לפסילת ההצעה על הסף.
- הצעת הספק כוללת את כל הוצאות הספק לאספקת הטובין/שירות המבוקשים.
- הספק מאשר בחתימתו כי קרא והבין את התנאים הכלליים בטופס זה.



שם הטופס: חוות דעת מקצועית במסגרת כוונה להתקשר עם ספק יחיד/ ספק חוץ

מספר הוראה: 7.8.2

פרק ראשי: התקשרויות ורכישות

מספר טופס: ט. 7.8.2.1

פרק משני: פטור ממכרז

משרד:	רשות המסים בישראל
יחידה מזמינה:	אגף הביטחון
תאריך:	27/05/2025
סימוכין	

אל: ועדת המכרזים
 היעין לנסום
 28/5/25
 16/6/25
 4000602996
 מט' לנסום

הנדון: חוות דעת מקצועית במסגרת כוונה להתקשר עם ספק יחיד/ ספק חוץ

הבקשה מסתמכת על תקנה 3(29) לתקנות חובת מכרזים ועל הוראות תכ"ם מס' 7.8.1 ו-7.8.2.

תיאור מהות ההתקשרות (רקע ופירוט התכונות של הטובין/השירות/העבודה)

התקשרות עם חברת קונקורדיה כספק יחיד למתן שירות ותחזוקה לאתר משקף מכולות במעבר אלנבי

במסגרת אחריות רשות המסים בישראל למניעת הברחות אמל"ח במעברי הגבול הבינלאומי היא נדרשת לבצע בדיקות לטובין. הבדיקה כוללת שיקוף באמצעות מערכות שיקוף רנטגן.


- ממשלת הולנד החליטה לתרום משקף מכולות למעבר אלנבי, כתרומה לרש"פ. לטובת שיפור הסחר והכלכלה של המשק הפלסטיני.
- על פי נייר הבנות שנחתם בין מדינת ישראל לממשלת הולנד, המערכת תוצב במעבר אלנבי ותופעל על ידי המכס הישראלי, כמו כן התרומה תכלול חמש שנות שירות ותחזוקה בנוסף לשנת האחריות.
- יחידת הרכש של האו"ם (UNOPS) ערכה את המכרז וחברת נוקטק זכתה במכרז להספקת המערכת ולמתן השירות.
- בתאריך 26/12/2012 נחתם הסכם בין רשות המיסים לבין חברת נוקטק לפיו החברה תספק משקף מכולות עם שנת אחריות ו-5 שנות שירות ותחזוקה.
- בפועל הותקנה המערכת ב-04/2018, כלומר שנת האחריות הסתיימה ב-04/2019. כמו כן 5 שנות שירות ותחזוקה על חשבון התרומה החלו ב-04/2019 והסתיימו ב-04/2024.
- ועדת פטור משרדית ב-09/09/2024 מס' פרוטוקול 13/2024 אישרה התקשרות עם חברת נוקטק שהינה הבלעדית במתן שירות ותחזוקה לאתר משקף אלנבי לתקופה של 01/08/2024 עד 30/06/2025, לרבות טכנאי באתר ביום שישי בין השעות 07:30 עד 14:00.

חברת קונקורדיה הינה חברה מטעם חברת נוקטק שנותנת שירותים בארץ עברה
לאור הנימוקים שמניתי לעיל אנו מבקשים לערוך ההתקשרות בהליך פטור ממכרז.

חוות דעתי זו ניתנת מתוקף היותי הסמכות המקצועית לנושא זה.

בכבוד רב

חגית בדרה

	ממונה תחום אמצעים טכנולוגיים	חגית בדרה
חתימה	תפקיד בעל הסמכות המקצועית	שם בעל הסמכות המקצועית

UNOPS

UNOPS/UNOPS/UNOPS/UNOPS

UNOPS/UNOPS/UNOPS/UNOPS

UNOPS/UNOPS/UNOPS/UNOPS

UNOPS/UNOPS/UNOPS/UNOPS

Ln	Job Item	Description	Quantity	UOM	Due Date	Unit Price	Line Total
1.0	OPS731021	Equipment Repair	1.00	EA	12/26/2012	137,990.00	137,990.00
Comprehensive On-Site Annual Service & Maintenance Contract							
2.0	OPS731021	Equipment Repair	1.00	EA	12/26/2012	11,000.00	11,000.00
Technician on the site daily from 16:00 PM to 22:00 PM							

Terms and Conditions

1. This Purchase Order is an integral part of the comprehensive Service, Repair and Maintenance Agreement between the Government of Israel on behalf of the State of Israel, Ministry of Finance - Israel Tax Authority and NUCTECH COMPANY LIMITED

2. This Purchase Order (PO) is subject to UNOPS/UNOPS/UNOPS/UNOPS and its relevant amendments No. 1 and No. 2 Service, Repair and Maintenance Agreement - Agency X-Ray Container Scanner made and signed by 26 December 2012, attached Vendor's offer dated 28 October 2012

3. The duration of the referenced Service, Repair and Maintenance Agreement is 3 (three) years, the forecasted effective date is 1 October 2015 which is the day after the forecasted date of completion of the one year Warranty period, specified under the equipment and training PO # 000356914. This date is indicated only and subject to change for which the supplier may not invoice or lay claim to additional costs

4. Vendor's price of the spare parts specified in the Service, Repair and Maintenance Agreement shall include the supply, delivery and unloading of the required spare parts to the Bridge crossing point between the Occupied Palestinian Territory (oPt) and Kingdom of Jordan under DAP Incoterms 2010

5. To facilitate the delivery process UNOPS may provide a bill of lading obtaining the relevant Israeli tax and custom duties exemption. UNOPS will not be liable, Assured, Insured, or not after, the Israeli Authorities demand for any reason, provide such tax and customs duties exemptions

6. Vendor will furthermore assume all liability and risk related to the approval, acceptance or rejection of products by the Coordination of Governments Authority in the Territories (COGAT) in the West Bank. The Vendor is responsible for all other cost associated with the supply, including but

2012 / 25 / 2017 (1)
 2012 / 25 / 2017 (2)
 ITA (3)
 2012 / 25 / 2017 (4)
 2012 / 25 / 2017 (5)
 2012 / 25 / 2017 (6)
 2012 / 25 / 2017 (7)
 2012 / 25 / 2017 (8)
 2012 / 25 / 2017 (9)
 2012 / 25 / 2017 (10)

Authorized Signature

[Signature Box]

[Stamp]

2.4.2018

25/9/2017

Handwritten signature

ITA אשראי מוצר הגנה

6. Terms of the Service

The Company undertakes to perform preventive maintenance treatments and provide repair services for the System as detailed below:

6.1 Preventive Maintenance

- 6.1.1 The Company undertakes to perform all the preventive maintenance treatments needed to enable the continuous and orderly operation of the System to the required standard of performance.
- 6.1.2 Preventive maintenance shall include work, spare parts and any other necessary expenditure for the performance of preventive maintenance at the required quality and frequency, including travel expenses and including self-security of the service technicians down to the level of a single vehicle which shall contain two armed personnel equipped with a walkie-talkie, where such security is stipulated by the competent authorities.
- 6.1.3 Preventive maintenance treatments shall be performed at the site where the System is operated. Performance of preventive maintenance treatments shall be coordinated in advance with the Authority's representative, so as not to interfere with the normal course of work at the site. The Authority may stipulate that preventive maintenance treatments be performed on a Friday.
- 6.1.4 Software updates.
- 6.1.5 Upgrading of all the System's modules.

6.2 Repair Services

- 6.2.1 The Company undertakes that throughout the period of this Agreement, the System shall be in good working order and shall operate to the full standard of performance stipulated in the Technical Specification attached as Appendix C to this Agreement.
- 6.2.2 In any case of a malfunction, nonconformity and/or noncompliance with the conditions specified above, the Company shall, immediately upon receipt of notice from the Authority, take all the actions required to bring the System into good working order, at the quality and standard of performance stipulated in the Technical Specification attached as Appendix C to this Agreement.
- 6.2.3 The repair services shall include work, spare parts and any other necessary expenditure for the performance of preventive maintenance treatments and malfunction repairs at the required quality and speed.
- 6.2.4 The Company shall repair or replace, at its choice, any part and/or parts of the System which, in the opinion of the Authority's representative, is/are

Subject: Allenby Site –Nuctech's Systems Acceptance Certificate**1. Overview**

1.1. Preliminary tests of the technological systems implemented in Allenby site were conducted on:

- May 5-8 2017 - Radiographic system performance
- July 27 2017 – Traffic control (SDMS)

1.2. The tests were conducted following Nuctech's documents:

- Preliminary Performance test Protocol for MB1215DE Gantry Container Scanning System, Radiography part of April 2017
- Israel Allenby MB1215DE Project SDMS Acceptance Outline, of July 2017.

1.3. The tests were led by Nuctech (Li Fangxi, Steve Zhu, Efim Feldshtein(Eltel)) team, and supervised by Customs team (Yoram Tibi, Yaniv Yifrach, Dr. Ada Rehavi (IMI Systems)).

2. Radiographic System

2.1. Test scope of the Radiographic system included:

2.1.1. Hardware devices: quantity and working status

2.1.2. System performance:

- Ultimate Penetration
- Resolution
- Contrast
- Material Discrimination capability

2.2. Tests results

2.2.1. The scanning system functioned as required during over 300 scans that were accomplished without faults.

2.2.2. System performance was tested in all 9 required locations:

- Penetration results were similar or better than company's declaration in the contract.

HANDOVER CERTIFICATE

Re: Procurement of Gantry Scanner for Allenby/King Hussein Bridge Crossing
UNOPS PO No. 0000356914

Implementer: United Nations Office for Project Services (UNOPS)

The "Handover Committee" consisting of the following members:

- | | |
|---------------------|---|
| - Mr. Najeh Risheq | Procurement Specialist, UNOPS-JMOC |
| - Mr. Yoram Tibi | Director of infrastructure development & projects Department. I.T.A |
| - Mr. Yair Hooja | Senior Director of Procurement, Assets and Logistics. I.T.A |
| - Mr. Shmuel Alfasa | Director of Customs, Allenby Border Crossing. I.T.A |
| - Mrs. Miri Mesika | Technology Deputy Coordinator. I.T.A |

Further to the acknowledgement email from the Israeli Tax Authority (I.T.A), dated 24 April 2018 for the satisfactory completion of supply, delivery, installation, testing and commissioning of all the items listed in UNOPS PO No. 0000356914 which are tabulated below including the satisfactory completion of the pilot operation period on 1 April 2018 and the final acceptance tests.

Equipment		Quantity
1	Container Scanner with a fully operating screening system	1
2	Image Analysis Equipment (Hardware &Software)	3
3	Image analyst workstation (IAW) at the recheck building	1
4	Image analysis workstation – Stand-alone software	1
5	UPS for all the radiography system needs	1
6	CCTV for the radiography building	1
7	Shielding doors (in the radiography tunnel)	2
8	Railroad tracks (in the radiography tunnel)	1
9	Site Command and control system	1
10	Factory Acceptance Tests	1

Training		Quantity
11	Provide 3 training courses for system operators	1
12	Training course for system instructors	
13	Training course for system operators	



מבנה המערכת

① מבנה המערכת

	1	מבנה המערכת
קלטות:		מבנה המערכת
מבנה		מבנה המערכת
מבנה	2	מבנה המערכת
מבנה		מבנה המערכת
מבנה		מבנה המערכת

② SDMS

	1	מבנה המערכת
קלטות:		מבנה המערכת
	2	מבנה המערכת
		מבנה המערכת
		מבנה המערכת
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		מבנה המערכת
		מבנה המערכת

③ LPR (2)

Operations Research

- Resolution results: similar and better (86 out of the 102 tested, some significantly better) than values declared in the contract.
- Contrast – tested result comply with the contract.
- Material Discrimination capability was fully demonstrated in 7 out of the 9 locations, in the other two positions software adaptations were required.

2.2.3. Summary

Radiographic performance complies with the requirements.

3. SDMS System

3.1. SDMS system test scope included:

3.1.1. Hardware devices: quantity and working status

3.1.2. Workflow at each site's area / workstation

3.2. Test results

3.2.1. SDMS successfully passed the tests.

Workflow of trucks designated for various types of inspections (x-ray, manual, or both) was tested and the System operated as required

3.2.2. Some minor deficiencies, mainly in peripheral equipment, required completion.

3.2.3. SDMS system complies with the requirements.

4. Summary

Nuctech systems, implemented at Allenby site, comply with the requirements as defined in the contract.

Thank you for your cooperation,

Best Regards,



Dr. Ada Rehavi

And further to the I.T.A conformation that training the I.T.A personnel on the operation of the said container scanner equipment has been satisfactorily completed on 9 November 2017 by UNOPS supplier (Nuctech Co.) and I.T.A has received the maintenance plan of the scanner equipment from UNOPS supplier (Nuctech Co.)

The "Handover Committee" has visually inspected the container scanner equipment at the Allenby Bridge crossing point and hereby officially handed over to I.T.A the above – tabulated container scanner equipment.

The Period of the one year "Warranty" for the said equipment commenced on 02 April 2018, and the implementation of the "five years" Service, Repair and Maintenance Agreements made and signed between the I.T.A and Nuctech Company Ltd shall commence on 02 April 2019.

IN WITNESS WHEREOF, the handover committee has signed this handover certificate in three (3) originals in the English language.

UNOPS:	<u>Mr. Naieh Risheq</u> Print Name		<u>16/5/2018</u> Date
I.T.A:	<u>Mr. Yoram Tibi</u> Print Name	 יחידת תשתיות ותחבורה מנהל אגף א"ת יחידת תשתיות ותחבורה מנהל אגף א"ת Signature	<u>16.5.2018</u> Date
I.T.A:	<u>Mr. Yair Hooja</u> Print Name	 Signature	<u>16.5.2018</u> Date
I.T.A:	<u>Mr. Shmuel Alfasa</u> Print Name	 Signature	<u>16.05.18</u> Date
I.T.A:	<u>Mrs. Miri Mesika</u> Print Name	 Signature	<u>16-5-2018</u> Date



Service, Repair and Maintenance Agreement – Allenby X-Ray Container Scanner

Made and signed on (date) 26/12/2012 in Jerusalem

Between: **The Government of Israel on behalf of the State of Israel, Ministry of Finance – Israel Tax Authority**
Represented for the purpose of this Agreement by the Director of the Israel Tax Authority and the Accountant of the Israel Tax Authority, who are authorized to sign on its behalf under an authorization published in the Official Announcements and Advertisements Gazette, with offices located at Bank Israel St. 5 Jerusalem Israel
(Hereinafter: the "Authority")

of the one part

A n d: **Nuctech Company Limited**
2/F Block A, Tongfang Building,
Tsinghua University, Shuanqing Road, Haidian District,
Beijing 100084, China
(Hereinafter: the "Company")

of the other part

Preamble

- Whereas** the Authority operates, pursuant to a tender conducted through the UNOPS on behalf of the Government of Netherlands, and in accordance with Purchase Agreement No. UNOPS-0000356924 signed on 06/12/2012 between the Company and the UNOPS attached hereto as Appendix A and forming an integral part of this agreement, an X-ray container scanner system and the accompanying site (hereinafter: the "**System**"); and
- Whereas** the UNOPS authorized the Authority to sign with the Company an agreement for the provision of repair and maintenance services for the System (hereinafter: the "**Service**"), all as set forth below; and
- Whereas** the Authority accepted the Company's price proposal for the provision of the Service for a period of up to five (5) years, attached hereto as Appendix B and forming an integral part of this Agreement (hereinafter: the "**Price Proposal**"); and
- Whereas** the Company undertakes to provide the Service to the Authority at the price specified in Appendix B, for a period of up to five (5) years; and
- Whereas** the Company hereby declares that it has the ability and knowledge, suitable equipment and skilled and suitable manpower in Israel for fulfilling all the terms set forth in this Agreement, including complying with the Authority's instructions,

conforming to the times specified in this Agreement and maintaining a proper standard of performance of the System as set forth herein; and

Whereas the Company warrants that the System shall, throughout the term of this Agreement, be in proper working order and adjusted and calibrated as required, and it shall verify that the System is in proper working order on the effective date of this Agreement; and

Whereas the Company undertakes that the System shall, throughout the term of this Agreement, meet all the operating and ambient conditions detailed in the Technical Specification attached hereto as Appendix C and forming an integral part of this Agreement; and

Whereas the parties agreed that the Service shall be provided to the Authority without the existence of employer-employee relations between the parties, with the Company acting as an independent professional rendering services to the Authority on a contract basis; and

Whereas the parties wish to formalize their mutual relations with respect to the provision of the Service.

Now therefore, it is hereby declared, stipulated and agreed between the parties as follows:

1. **General**

1.1 The preamble hereto, including all its declarations and statements, forms an integral part of this Agreement and shall be read as one with it.

1.2 The appendices listed below are attached to this Agreement:

Appendix A – Purchase Agreement No. UNOPS-0000356924, signed between the Company and the UNOPS

Appendix B – Company's Price Proposal

Appendix C – Technical Specification (Annex 1)

Appendix D – Wording of Confidentiality Undertaking

Appendix E – Wording of Bank or Insurance Company Guarantee

Appendix F – Confirmation of Issuance of Insurance Policies

Appendix G – List of Spare Parts and Spare Part Prices

Appendix H – File of Wording of Subcontractor's Affidavits

Appendix H1 – Affidavit of Compliance with the Labor Laws

Appendix H2 – Affidavit of Non-Employment of Foreign Workers

Appendix H3 – Wording of Confidentiality Undertaking

Appendix H4 – Affidavit of (Lawful Employment of Foreign Workers and Payment of the Minimum Wage)

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2. **Interpretation**

2.1 Subject to that stated in clause 2.2 below, section 25(d) of the Contracts (General Part) Law, 5733-1973 shall apply to this Agreement, *mutatis mutandis*, where no other provision applies to the matter in question, and where nothing in the matter in question or its context is inconsistent with such application.

2.2 In this Agreement, the terms below shall have the meaning set out alongside them, unless stated otherwise:

The "Authority"

The Government of Israel on behalf of the State of Israel, Ministry of Finance – Israel Tax Authority.

The "System"

The x-ray container scanner system and the accompanying site.

The "Agreement"

This Agreement and its appendices.

The "Company"

Including the Company's representatives, employees and authorized agents.

The "Service"; the "Services"

The actions and/or any part thereof which the Company undertakes to perform under this Agreement.

"Approved Subcontractor"

A subcontractor on the Company's behalf who received the Authority's prior written approval and satisfies its conditions and who furnished to the Authority, prior to its approval, the documents detailed in clause 4.9 below.

"Administrative Code"

The Administrative Code ("TAKAM") published by the Accountant General of the Ministry of Finance.

3. **Period of the Service**

3.1 The period of this Agreement shall be five (5) year, commencing on the date of signature of the latter of the parties to sign this Agreement. f.

3.2 Notwithstanding that stated in clause 3.1 above, it is hereby agreed that the Authority may give the Company ninety (90) days' prior notice of the termination of the Company's activity under this Agreement, for any reason, without the Authority being required to offer a reason or explanation for such termination.

- 3.3 Subclause 3.1 shall apply for a period of up to five (5) years from the end of the first year of warranty given for the System, and at the end of six (6) years the Agreement shall expire and shall no longer be renewed automatically.
- 3.4 The provisions of this Agreement shall apply in their entirety also to any extended period of the Agreement.
- 3.5 If notice is given as stated in subclause 3.1 above, this Agreement shall terminate for all intents and purposes on the date specified in the notice.
- 3.6 If notice is given as stated in subclause 3.1 above, the Authority shall pay the Company only for those Services which the Company actually provided to the Authority, based on the Authority's records. The Authority's records shall be *prima facie* evidence of the scope of the Services actually provided by the Company to the Authority.
- 3.7 Apart from the consideration specified in subclause 3.6 above, the Authority shall not pay the Company or any of its employees or anyone acting on its behalf any payment or benefit or compensation in respect of the shortening of the period of this Agreement.

4. Company's Declarations

The Company hereby declares as follows:

- 4.1 It signed this Agreement and its appendices after it studied and understood them.
- 4.2 It bears full and exclusive responsibility towards the Authority for the performance of its obligations under the Agreement, whether the Service under this Agreement is provided by it or by a subsupplier following compliance with the terms set out below in clauses 4.8 and 4.9.
- 4.3 It shall fulfill all the requirements set forth in this Agreement, in the manner and way, at the quality and at the times stipulated, and it shall comply with any and all instructions given by the Authority and/or anyone on its behalf.
- 4.4 There is no impediment to the fulfillment of its obligations under this Agreement, including but not only with respect to the quality of the System and the standard of its performance as specified in this Agreement.
- 4.5 The Company employs, and undertakes to employ throughout the period of this Agreement, skilled manpower in a number and of a quality ensuring its ability to fulfill all its obligations under this Agreement.
- 4.6 The Company holds, and undertakes to hold throughout the period of this Agreement, a stock of spare parts of a quality and in a number ensuring its ability to fulfill its obligations under this Agreement, including the required response times.

- 4.7 When providing the Service to the Authority, it does not and shall not infringe any copyright and/or patent and/or trade secret and/or any third party right. If it is found that the Company infringed any such right, the Company shall bear the full consequences of such infringement, including payment of any compensation awarded in respect thereof, and the Company undertakes to indemnify the Authority and/or anyone acting on its behalf in respect of any demand and/or claim, including a monetary claim or claim for expenses, addressed to the Authority and/or anyone acting on its behalf, including for fees and expenses in connection with a proceeding to which the Authority and/or anyone acting on its behalf is a party. The signing of this Agreement shall be deemed the same as the signing of an indemnity undertaking. The Company's undertakings under this subclause are irrevocable and shall remain in force for an unlimited time also after the termination of the Agreement for any reason.
- 4.8 Without derogating from the foregoing, the Company undertakes, should it wish to provide the Service under this Agreement through a subcontractor, to receive the Authority's prior written approval to do so. To avoid doubt, it is agreed between the parties that the Authority reserves the right not to approve the subcontractor proposed by the Company. The Authority must provide cause for any non-approval.
- 4.9 To avoid doubt, it is hereby clarified that the Authority shall not give its approval for the provision of the Service through a subcontractor who does not submit to the Authority, prior to its approval, each of the documents listed below:
- Confirmation of no debts to the Registrar of Companies (hereinafter: the "**Confirmation**"). To receive the Confirmation, the subcontractor must present an up-to-date company extract from the Registrar of Companies, which can be generated via the website of the Registrar of Companies at: www.justice.gov.il/mojheb/rashamhachvarot.
 - Each of the appendices under Appendix H – File of Wording of Subcontractor's Affidavits, as follows:
 - Appendix H1 – Affidavit of Compliance with the Labor Laws**
 - Appendix H2 – Affidavit of Non-Employment of Foreign Workers**
 - Appendix H3 – Wording of Confidentiality Undertaking**
 - Appendix H4 – Affidavit of (Lawful Employment of Foreign Workers and Payment of the Minimum Wage)**
 - Appendix H5 – Affidavit of (Bankruptcy and No Claims)**
 - Appendix H6 – Affidavit of (Use of Proprietary Software)**
- 4.10 It is hereby declared and agreed between the parties that the Authority's approval for the provision of the Service by a subcontractor shall not derogate from the Company's obligations under this Agreement.

This clause is a material condition, and the breach thereof shall constitute a fundamental breach of the agreement.



5. Company's Undertakings

Based on the Company's declarations and undertakings under this Agreement and its appendices, the Authority hereby entrusts to the Company the provision of the Service, and the Company takes upon itself to provide the Service in a manner compatible with the Authority's needs, in accordance with the provisions of this Agreement and its appendices. The Company undertakes to deliver products to the Authority and to fulfill requirements as detailed below:

- 5.1 It shall make, at its expense, all the necessary preparations and arrangements for the provision of the Service as detailed in the Technical Specification attached hereto as Appendix C.
- 5.2 It shall bear the cost of training workers as necessary for the provision of the Service under this Agreement.
- 5.3 It shall employ a service technician at the site in accordance with the provisions of this Agreement.
- 5.4 It shall not deal with or represent any body or institution in a manner that could cause a conflict of interest with its duties and obligations under this Agreement and the appendices.

For purposes of this clause, activities involving a conflict of interest – whether done for payment or for other benefits or for no consideration at all.

- 5.5 It shall perform adjustments, alterations and improvements in the future, pursuant to requests by the Authority in connection with the matters regulated by this Agreement and the appendices.
- 5.6 The Company undertakes that the System shall conform to the radiographic performance specifications defined in the Technical Specification attached hereto as Appendix C, throughout the period of this Agreement including its extensions.

The Company will test the radiographic performance once a year or/and according to demand of the Authority to confirm that the system configuration and performance meet the requirements in the Technical Specification (annex 1).

- 5.7 The Company undertakes that the System shall conform to a level of availability (TA) defined as:

- T1 – System downtime during the year
- T2 – System operating time during the year
- ~~TA = (T2 - T1) x 100~~ $TA = \frac{T_2}{T_1 + T_2} \times 100$

Handwritten signature: chen

System availability must be above 97% T1, except in the following cases:

- Incorrect operation of the System
- Malfunctions caused by a third party
- Due to withholding of maintenance more than once

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- Due to deliberate damage

This clause is a material condition, and the breach thereof shall constitute a fundamental breach of the agreement.

6. **Terms of the Service**

The Company undertakes to perform preventive maintenance treatments and provide repair services for the System as detailed below:

6.1 **Preventive Maintenance**

- 6.1.1 The Company undertakes to perform all the preventive maintenance treatments needed to enable the continuous and orderly operation of the System to the required standard of performance.
- 6.1.2 Preventive maintenance shall include work, spare parts and any other necessary expenditure for the performance of preventive maintenance at the required quality and frequency, including travel expenses and including self-security of the service technicians down to the level of a single vehicle which shall contain two armed personnel equipped with a walkie-talkie, where such security is stipulated by the competent authorities.
- 6.1.3 Preventive maintenance treatments shall be performed at the site where the System is operated. Performance of preventive maintenance treatments shall be coordinated in advance with the Authority's representative, so as not to interfere with the normal course of work at the site. The Authority may stipulate that preventive maintenance treatments be performed on a Friday.
- 6.1.4 Software updates.
- 6.1.5 Upgrading of all the System's modules.

6.2 **Repair Services**

- 6.2.1 The Company undertakes that throughout the period of this Agreement, the System shall be in good working order and shall operate to the full standard of performance stipulated in the Technical Specification attached as Appendix C to this Agreement.
- 6.2.2 In any case of a malfunction, nonconformity and/or noncompliance with the conditions specified above, the Company shall, immediately upon receipt of notice from the Authority, take all the actions required to bring the System into good working order, at the quality and standard of performance stipulated in the Technical Specification attached as Appendix C to this Agreement.



6.2.3 The repair services shall include work, spare parts and any other necessary expenditure for the performance of preventive maintenance treatments and malfunction repairs at the required quality and speed.

6.2.4 The Company shall repair or replace, at its choice, any part and/or parts of the System which, in the opinion of the Authority's representative, is/are defective or is/are not performing to the standard stipulated in the Technical Specification attached as Appendix C to this Agreement, such that following the replacement or the repair the System and all its parts shall be in good working order and shall operate to the full standard of performance stipulated in the Technical Specification.

Notwithstanding the foregoing, where a part of the System has been repaired at least three times during the Service year, the Company undertakes to replace it with a new part.

6.2.5 The Company shall not be responsible for defects arising from:

- Negligent and/or willful breakage, damage and/or treatment which are not caused or performed by the Company.
- Force majeure, meaning rebellion, riots, war or an unforeseeable cause over which neither of the parties signed on this Agreement can justifiably be considered to exercise control.

Without derogating from the foregoing, the Company shall repair the malfunctions detailed in clause 6.2.5 above. The consideration for such repair shall be calculated based on actual work hours invested, with traveling hours to be considered as work hours, and based on the price of spare parts as specified in the pricelist attached as Appendix G to this Agreement. The price of spare parts shall be calculated according to the dollar representative rate on the invoice issuance date.

To avoid doubt, it is hereby agreed between the parties that the Company shall not repair the malfunctions detailed in clause 6.2.5 above without receiving, in advance and in writing, a work order signed by the Authority's representative and the Authority's accountant.

6.2.6 The repair services shall be performed at the site where the System is operated.

6.2.7 Repair services and/or replacement of spare parts means, for purposes of this clause, location of the malfunction, coordinating with the Authority's representative a time for the performance of the repair, or, where necessary, for the replacement of the part, dismantling the defective part, transportation, installation of the new or repaired part, adjustment, calibration, testing, checking for radiation safety and any other action

required to restore the System to good working order and to the quality and the standard of performance stipulated in the Technical Specification attached as Appendix C to this Agreement.

- 6.2.8 The Company shall bear all the expenses and costs arising from the repair and/or replacement of spare parts within the meaning of subclause 6.2.7 above, including self-security of the service technicians down to the level of a single vehicle containing two armed personnel equipped with a walkie-talkie, where such security is stipulated by the competent authorities.
- 6.2.9 The Company undertakes to employ a permanent technician at the site, for 8 work hours on 5 weekly work days, according to the following conditions: the technician's work hours at the site shall overlap the hours of the Authority's activity at the site in two (2) shifts, Sunday to Thursday.
- 6.2.10 The Company undertakes to begin the repair of a malfunction immediately, and to continue with the repair until the System is fully serviceable, including the repair and/or replacement of the defective part.
- 6.2.11 The amount of time for repairing a downtime malfunction until the System is rendered serviceable at the standard of performance stipulated in the Technical Specification attached as Appendix C to this Agreement, may not exceed twelve (12) hours.
- 6.2.12 The amount of time for repairing a minor malfunction may not exceed twenty-four (24) hours.
- 6.2.13 A minor malfunction for purposes of this Agreement means a malfunction that does not cause the System to shut down or does not necessitate shutting down the System, since the System's performance has not been affected.
- 6.2.14 A downtime malfunction for purposes of this Agreement means a malfunction that prevents the operation of the System or necessitates shutting down the System, since its performance has been affected.
- 6.2.15 The Company is required to submit a report for every repair and preventive maintenance treatment performed by it on the System. The report shall include:
- (1) Name of the caller (in case of a malfunction).
 - (2) Time of the call, time of arrival on site, time of completion of the repair.
 - (3) Description of the malfunction.
 - (4) Description of the repair or the periodical maintenance treatment that was performed.
 - (5) List of components and/or assemblies that were replaced or repaired.

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Every report shall be submitted in four copies:

- (1) To the System log kept at the site.
- (2) To the System log kept on the Company's premises.
- (3) To the person in charge of the site on the Authority's behalf.
- (4) To the Authority's Technological Means Unit

6.2.19 The Company undertakes to hold and maintain an up-to-date "System log." The System log shall be kept in two identical, up-to-date copies, one at the operating site and the other on the Company's premises. Every repair and preventive maintenance treatment shall be noted in the System log and the reports detailed in clause 6.2.15 shall be filed therein.

6.2.20 The Company undertakes to enter the reports detailed in clause 6.2.15 above properly into a suitable system maintenance management program, and to provide, at the request of the Authority's representative, a statistical analysis of malfunctions in a variety of profiles, including an analysis of the history of the malfunctions and/or treatments of the System/any item.

6.2.21 The Company undertakes, if so requested by the Authority, to train during the period of the Agreement to one group of up to ten (10) Authority technicians in the provision of repair and maintenance services for the System.

6.3 The Terms

6.3.1 The preventive maintenance treatments and the repair services as detailed in clauses 6.1 and 6.2 above shall include all the System's modules.

6.3.2 Availability of parts – A missing part that causes System downtime must arrive at the site where the System is operated within 72 hours. The arrival time at the site for other parts shall be less than ten (10) work days.

6.3.3 System downtime – Any downtime of the System or its modules beyond seven days, caused by or because of the Company, shall extend the period of this Agreement by the length of such downtime, without the payment of any additional consideration by the Authority.

6.3.4 The Company undertakes to hold in Israel main critical spare parts for the proper operation of the System. The spare parts shall be stored in a warehouse at the site. If such spare parts are used for repairing the System, the Company undertakes to restock any missing parts immediately.

6.3.5 Damage caused by any truck shall be paid by the damaging party.

6.3.6 Damage to a truck caused by the System, for which the driver or Authority is not at fault, shall be paid by the Company.

This clause is a material condition, and the breach thereof shall constitute a fundamental breach of the agreement.

7. **7.1 Site of Provision of the Services**

The Service under this Agreement shall be provided at **Allenby Bridge crossing**

7.2 **Repairs Away from the System's Operating Site**

If it is necessary in order to repair a subsystem and/or component(s) to transport it to the Company's workshop or to another location as determined by the Company, the Company shall bear any liability and costs arising in consequence thereof, including the costs of the transport, repair and insurance of the part up to its reinstallation in the System.

This clause is a material condition, and the breach thereof shall constitute a fundamental breach of the agreement.

8. **Consideration and Linkage**

8.1 In consideration for the fulfillment of the Company's obligations under this Agreement, the UNOPS shall pay the Company a sum of 900,000\$ for five (5) year of Service.

8.2 The Authority shall pay per work hour for repair services under clause 6.2.5 above a sum of no more than USD \$100, as stated above.

9. **Termination of Engagement**

9.1 If a downtime malfunction is not repaired within fourteen (14) work days from when the repair began, the Authority shall be entitled to an automatic extension of the period of this Agreement by the period during which the System was down, at no added cost.

9.2 Without derogating from the foregoing and in addition thereto, a delay in the repair of a malfunction as stated in subclause 9.1 above shall be deemed a fundamental breach of the Agreement, entitling the Authority to cancel the Agreement immediately and to demand the refund of all the amounts paid by the UNOPS for the period after the cancellation, linked to the cost-of-living index from the payment date to the date of the actual refund.

To avoid doubt, is clarified that the foregoing shall not derogate from any relief, remedy or other compensation under this Agreement and/or in law. Furthermore, it is agreed and declared that the Company shall not have any monetary or other claim and/or demand against the Authority in connection with and/or as result of the termination of its activity under this Agreement.

- 9.3 Notwithstanding that stated in subclauses 9.1-9.2 above and in addition thereto, if the malfunction is not repaired within 14 work days, the Authority shall be entitled, after giving notice to that effect in writing, to deal with the malfunction by itself and/or through another company and to debit the Company for the cost of the repair.

10. Confidentiality

- 10.1 Both parties undertake to keep confidential and not to transfer, impart, convey or bring to the attention of any person, directly or indirectly, any information coming to its knowledge and/or to the knowledge of any of its employees and/or to the knowledge of any person and/or body affiliated with it, in connection with and/or pursuant to the performance of the Agreement and/or during the performance of its obligations under the Agreement, whether during the period of the Agreement or thereafter as required by any law.

Information includes but is not limited to know-how, plans, graphs, documents, recordings by any technical means and any other information coming to either party's knowledge as a result of the engagement under this Agreement.

Both parties undertake to sign, itself, and to cause its employees and/or those employed by it in the performance of the Agreement and/or anyone acting on its behalf to sign a confidentiality undertaking in the wording attached as Appendix D to this Agreement.

The Company undertakes, as the case may be, to cause the Approved Subcontractor and those employed by it in the performance of this Agreement to sign a confidentiality undertaking in the wording attached as Appendix D to this Agreement.

- 10.2 Both parties, their employees and anyone acting on their behalf, including any Approved Subcontractor and its employees, as the case may be, shall state that they are aware that failure to fulfill the obligations under this section constitutes an offense, *inter alia* under sections 118 and 119 of the Penal Law, 5737-1977, section 142 of the Value Added Tax Law, 5736-1975, section 231A of the Customs Ordinance, sections 231, 232 and 234 of the Income Tax Ordinance [New Version], section 105 of the Land Taxation Law (Appreciation, Sale and Purchase), 5723-1963, section 50 of the Property Tax and Compensation Fund Law, 5721-1961, section 19B of the Purchase Tax Law (Goods and Services), 5712-1952, and section 23B of the Protection of Privacy Law, 5741-1981.

- 10.3 Both parties undertake to take all necessary measures to ensure that the provisions of this clause are implemented by its employees, representatives, the Approved Subcontractor and its employees, as the case may be, and any other person affiliated with them, and both parties shall bear any damage incurred by the other party due to the failure of anyone subject to its authority to comply with said rules.
- 10.4 Both parties undertake to prevent any use, by itself or through others, of any professional, trade or security secret coming to its knowledge pursuant to the engagement under and implementation of this Agreement.

This clause is a material condition, and the breach thereof shall constitute a fundamental breach of the agreement.

11. Status of the Company and Its Employees

- 11.1 The Company undertakes to provide, at its expense, the manpower required for the fulfillment of its obligations under this Agreement and its appendices, the supervision of such manpower and anything else entailed therein.
- 11.2 The Company undertakes to employ personnel in the provision of the Services under this Agreement only after the Authority has approved their employment. The Authority is required to explain its refusal to approve the employment of any of the personnel.
- 11.3 The Company undertakes to employ solely professional and responsible personnel, in the number required for the fulfillment of its obligations under this Agreement and its appendices, throughout the period specified in the Agreement and its appendices. For work the performance of which requires registration, licensing or a permit under any law, the Company undertakes to employ only personnel who are registered in a lawfully maintained register or who are licensed or who hold a permit as stated, as the case may be.
- 11.4 It is declared and agreed between the parties that the relations between them under this Agreement are solely those of a principal and a contractor implementing orders or those of a seller and buyer of services or a seller and buyer of know-how, and they do not constitute employer-employee relations between the Company and/or the Approved Subcontractor and/or those employed by them, and the Authority.
- Any right given the Authority under this Agreement to supervise, instruct or direct the Company and/or the Approved Subcontractor and/or any of their employees and/or anyone acting on their behalf shall be deemed solely as a means of ensuring the performance of the provisions of this Agreement in full.
- 11.5 It is agreed between the parties that no employer-employee relations shall exist between the Company and/or the Approved Subcontractor and/or those employed by them and/or acting on their behalf, and the Authority.

- 11.6 Those employed by the Company and/or the Approved Subcontractor in the performance of this Agreement and its appendices shall not be entitled to any payment or benefit or compensation from the Authority in connection with the performance and/or cancellation of the Agreement and/or termination of the performance of the Service for any reason.
- 11.7 The Authority shall not make any payment in respect of National Insurance and any other social benefits in relation to those employed by the Company and/or the Approved Subcontractor.
- 11.8 The Company undertakes that those employed by it and/or by the Approved Contractor in the performance of this Agreement shall be paid any payment or right due to them under any law, collective agreement or extension order applying to them, as well as under the provisions of this Agreement.

The Company undertakes that no foreign workers shall be employed by it in the performance of the Service under this Agreement, directly or indirectly, and it is aware of the measures which shall be taken against it in the event that it breaches this clause of the Agreement, as set forth in Administrative Code Provision 7.12.9 "Encouragement of the Employment of Israeli Workers in Government Contracts."

- 11.9 Without derogating from the generality of the above, the Company undertakes to fulfill, with respect to those employed by it in the performance of this Agreement and its appendices, the provisions of the laws listed below:

Labor Laws

- Accidents and Occupational Diseases (Notification) Ordinance, 1945
- Work Safety Ordinance, 1946
- Discharged Soldiers (Reinstatement in Employment) Law, 5709-1949
- Hours of Work and Rest Law, 5711-1951
- Annual Vacation Law, 5711-1951
- Apprenticeship Law, 5713-1953
- Youth Employment Law, 5713-1953
- Employment of Women Law, 5714-1954
- Labor Inspection (Organization) Law, 5714-1954
- Wage Protection Law, 5728-1958
- Employment Service Law, 5719-1959
- Emergency Labor Service Law, 5727-1967
- National Insurance Law [Consolidated Version], 5758-1995
- Collective Agreements Law, 5717-1957
- Minimum Wage Law, 5747-1987
- Equal Opportunity in Employment Law, 5748-1988
- Foreign Workers (Unlawful Employment) Law, 5751-1991
- Employment of Foreign Workers by Manpower Agencies Law, 5756-1996
- Chapter D of the Equal Rights for the Handicapped Law, 5758-1998



- Section 8 of the Prevention of Sexual Harassment Law, 5758-1998
- Collective Agreements Law, 5747-1957
- Prior Notice of Dismissal and Resignation Law, 5761-2001
- Section 29 of the Genetic Information Law, 5761-2000
- Notice to Employee (Conditions of Employment) Law, 5762-2002
- Protection of Workers in Times of Emergency Law, 5766-2006
- Section 5A of the Protection of Workers (Disclosure of Offenses and Harm to Integrity or to Proper Administration) Law, 5757-1997

11.10 The Company alone shall be liable for damages or compensation or any other payment due from it and/or from the Approved Subcontractor under any law to persons employed by them, or to any other person, by reason of actions done by them. If the Authority or anyone acting on its behalf is required to pay any such amount in respect of anyone employed by the Company and/or the Approved Subcontractor in the performance of this Agreement, the Company shall indemnify the Authority upon its first demand for any amount it was required to pay as stated. The Company waives any contention and/or demand against the Authority in relation to such amounts.

This clause is a material condition, and the breach thereof shall constitute a fundamental breach of the agreement.

12. Liability for Damages, Indemnity and Insurance

- 12.1 The Company shall be liable for any direct or indirect damage or loss arising in the course of the provision of the Service under this Agreement, directly and/or indirectly due to any negligent act or omission or due to a breach of the requirements of this Agreement which caused real or financial damage, and it shall take all practical measures for the prevention thereof. It is hereby emphasized that the Company shall in no case be liable for damage of any kind caused due to the explosion of military equipment, whether occurring at or away from the site and whether inside or outside the scanner.
- 12.2 The Authority shall not be liable for any damage caused to the Company and/or any of the Company's employees and/or agents and/or anyone acting on its behalf and/or in its service, due to any accident or damage which occurred in the course of and pursuant to the fulfillment of its obligations under this Agreement and its appendices.
- 12.3 The Company shall be liable towards any third party, where such liability is imposed on it by law or by this Agreement and its appendices, for damage arising in the course of and in connection with the fulfillment of its obligations under this agreement and its appendices. If the Authority is required to pay a third party any compensation, the Company undertakes to reimburse to the Authority and/or to indemnify it for the amount paid by it, together with any expense incurred by the Authority, including legal expenses, and such amount shall be considered as a debt owed to the Authority by the Company under this Agreement. Notwithstanding the

foregoing, it is hereby emphasized that the Company shall in no case be liable for damage of any kind caused due to the explosion of military equipment, whether occurring at or away from the site and whether inside or outside the scanner, and the Authority shall be exclusively liable for any damages and/or compensation claimed in respect of such an event.

12.4 Without derogating from the generality of the above, the Company undertakes to effect and maintain, through a licensed insurer, insurance policies as detailed below, in its own favor and in favor of the State of Israel – Israel Tax Authority, and to present said policies to the Authority. The policies shall include all the stipulated conditions and coverage, and the limits of liability shall be no less than those indicated below:

12.4.1 Employer's liability insurance

12.4.1.1 The Company shall insure its legal liability towards its employees under an employer's liability insurance policy, throughout the territory of the State of Israel and the Administered Areas.

12.4.1.2 The limit of liability for any one employee and event and for the period of insurance shall be no less than 5,000,000 U.S. dollars.

12.4.1.3 The insurance under the policy shall cover the insured's legal liability towards its employees in connection with the sale, supply and installation of and the provision of repair and maintenance services for scanners under agreements with the State of Israel – Israel Tax Authority.

12.4.1.4 The insurance shall be extended to indemnify the State of Israel – Israel Tax Authority, in the event it is contended, in regard to the occurrence of a work accident or occupational disease, that they are liable in any way as employers towards any of the Company's employees.

12.4.2 Third party liability insurance

12.4.2.1 The Company shall insure its legal liability under the laws of the State of Israel under a third party liability insurance policy, throughout the territory of the State of Israel and the Administered Areas.

12.4.2.2 The insurance under the policy shall cover the insurer's legal liability for third party damage caused due to the purchase, supply and installation of and the provision of repair and maintenance services for scanners under agreements with the State of Israel – Israel Tax Authority.

- 12.4.2.3 The limit of liability for any one event and for the period of insurance, in respect of bodily injury and property damage, shall be no less than 1,000,000 U.S. dollars.
- 12.4.2.4 The policy shall include a cross liability clause.
- 12.4.2.5 Any exclusion/limitation relating to lifting equipment of any kind and to loading and unloading works shall be deleted.
- 12.4.2.6 The insurance shall be extended to cover the State of Israel – Israel Tax Authority, in the event they are held liable for acts and/or omissions of the Company and those acting on its behalf.

12.4.3 Product liability insurance

The Company shall present to the Israel Tax Authority a confirmation by the manufacturers/importers/suppliers of the scanners and their insurers concerning the existence of a product liability insurance policy for the manufacturers of the scanners and equipment supplied to the Israel Tax Authority, also covering damage arising from planning, marketing, supply, handling, repair, assembly, service and maintenance, for a limit of liability of no less than 1 million U.S. dollars in respect of bodily injury and property damage. The insurance shall be extended to indemnify the State of Israel – Israel Tax Authority, in the event they are held liable for acts and/or omissions of the Company and those acting on its behalf.

12.4.4 General

- 12.4.4.1 All the above insurance policies shall include the following conditions:
 - A. The State of Israel – Israel Tax Authority shall be added to insured's name as an additional insured, subject to the indemnity extensions as detailed above.
 - B. No limitation or cancellation of the insurance by either of the parties shall be valid, unless notice thereof is given at least 60 days in advance in a registered letter to the Israel Tax Authority's Accountant.
 - C. The Company alone shall be responsible towards the insurer for payment of the premiums on the policies and for the fulfillment of all the obligations imposed on the insured by the terms of the policies.
 - D. The deductible specified in any policy shall be borne by the Company alone.



- E. Any clause in the insurance policies that in any way voids or limits the insurer's liability in case of the existence of other insurance, shall not be activated against the State of Israel, and the insurance shall be deemed as primary insurance entitling to full rights under the insurance policies.
 - F. The insurer waives any right of subrogation, claim, participation or recourse against the State of Israel – Israel Tax Authority, provided the waiver does not apply in favor of a person who caused damaged with malicious intent.
 - G. The terms of coverage under the above policies shall not be inferior to the accepted coverage according to the terms of the "BIT version policies," for each policy in respect of which such a version exists and is generally accepted, subject to the extensions to the cover stipulated above.
- 12.4.4.2 Copies of the insurance policies certified by the insurer, or the insurer's signed confirmation of the issuance of such insurance policies, shall be furnished by the Company to the Israel Tax Authority by the Agreement signing date.
- 12.4.4.3 The Company undertakes, throughout the period of the contractual engagement with the Israel Tax Authority, and as long as its liability continues, to keep the insurance policies in force.
- 12.4.4.4 Nothing stated in the insurance clauses shall release the Company from any obligation applying to it in law and under this Agreement, and that stated may not be construed as the waiver by the State of Israel – Israel Tax Authority of any right or relief available to it in law and under this Agreement.

This clause is a material condition, and the breach thereof shall constitute a fundamental breach of the agreement.

13. Prohibition of Assignment

- 13.1 The Company may not assign and/or transfer and/or encumber any of its rights and/or duties and/or obligations under this Agreement and/or vest any third party with any right and/or beneficial interest therein, without the Authority's written authorization. The employment of personnel, whether their wage is paid on a time basis or on basis of work performed, does not in itself constitute the delegation of the provision of the Services or any part thereof to another.
- 13.2 The Authority may refuse such request of the Company, at its sole discretion, and it shall not be required to set out its reasons.

13.3 If the Authority gives its express agreement to the Company's request, this shall not release the Company from its liability and obligations under this Agreement. The Authority may withdraw its agreement, at its sole discretion, in a written notice to the Company, and it shall not be required to set out its reasons.

14. Guarantees and Securities

The Company shall deliver to the Authority at time of the signing of the service agreement' a bank guarantee, as required by the UNOPS.

14.1 As security for the fulfillment of all the Company's obligations under this Agreement, the Company shall deliver to the Authority, at the time of the beginning of the year warranty, a bank guarantee or a guarantee of an insurance company holding a license to engage in insurance under the Control of Insurance Business Law, 5741-1981, signed by the company itself and not by an insurance agent (hereinafter: the "**Guarantee**"). The Guarantee shall be autonomous, unconditional and linked to the consumer price index, in the wording appearing in Appendix E to this agreement, and it shall be issued in favor of the Ministry of Finance – Israel Tax Authority, for a sum of 45,000\$. The Guarantee shall state the full and exact name of the Company.

14.2 The Guarantee shall remain in force for at least 90 days after the end of the period of the Agreement. If the Agreement is extended by an additional year from the end of the period thereof, and/or by an additional year from the end of the first period of extension thereof, the Company shall deposit with the Authority, immediately at the start of such additional periods, and as a condition for the commencement thereof, a guarantee at the above amount and terms, which shall remain in force for 90 days after the end of the extension period, as the case may be.

14.3 In case of the Company's failure to comply with any of the provisions of this Agreement, the Authority may forfeit the Guarantee after giving the Company prior notice in writing of its intention to do so at least seven days in advance. The Company shall be entitled to pay the Authority the amount of the Guarantee in order to prevent its forfeiture. However, such payment of the amount of the Guarantee shall not impose an obligation on the Authority or grant the Company any right to reimbursement of the Guarantee monies.

14.4 Failure of the Company to deliver the Guarantee shall constitute a fundamental breach of this agreement, entitling the Authority to the immediate cancellation thereof.

14.5 If the Guarantee is forfeited and the Agreement is not cancelled by the Authority, the Company shall be required to deposit an additional guarantee, so that the Authority holds a guarantee in the required amount as specified in clause 14.1 above.

14.6 To remove all doubt, it is hereby declared and agreed between the parties that the amount of the Guarantee constitutes agreed pre-estimated compensation for the breach of the Agreement by the Company, without proof of damage.



14.7 Without derogating from the foregoing, the Authority shall be entitled at any time to prove that its damage is higher, and to claim such damage from the Company, and the forfeiture of the bank guarantee shall not prevent and/or preclude the Authority from presenting any contention and demanding any relief available to it in law.

14.8 The Authority shall be entitled to present the Guarantee for immediate payment in any case of the termination of the Agreement under clause 16 below.

14.9 The provision of the Guarantee, as stated, including all the specified conditions, and its approval by the Authority as conforming to its requirements, is a condition precedent to the entry of this Agreement into force.

This clause is a material condition, and the breach thereof shall constitute a fundamental breach of the agreement.

15. Offset

15.1 The Authority may offset against any payment which is due from it to the Company, any amount which the Company owes it under the provisions of this Agreement.

15.2 Before exercise its right to such offset, the Authority shall give the Company prior written notice of its intention to do so.

16. Breach of the Agreement

16.1 Without derogating from the generality of this Agreement, a breach of clauses 4, 5, 6, 7, 10, 11, 12 and 14 hereof shall constitute a fundamental breach of the Agreement.

16.2 If the Company commits a breach of the agreement constituting a fundamental breach under this Agreement or as the term is defined in the Contracts (Remedies for Breach of Contract) [Law, 5731-1970, or if the Company commits a breach of another condition of the Agreement and following such breach it is granted an extension for fulfilling the condition but fails to fulfill it within a reasonable time after the grant of the extension, the Authority may, in each of the specified cases, cancel this Agreement or, alternatively, it may perform, by itself and/or through others, any thing which should have been done by the Company, at the Company's expense, in addition to any right of the Authority under any law to force the Company to perform the condition and/or its obligations under the Agreement.

16.3 Without derogating from the generality of the above, the Authority shall be entitled to cancel this Agreement without prior notice to the Company, in each of the following circumstances:

16.3.1 If a temporary or permanent receiver is appointed over the Company's business and/or property.

- 16.3.2 If a pre-liquidator or temporary liquidator or permanent liquidator is appointed to the Company.
- 16.3.3 If the Company discontinues the management of its business for a continuous period of more than 30 days.
- 16.3.4 If the Company assigns the agreement, in whole or in part, to another without receiving the Authority's prior agreement in writing.
- 16.3.5 If the Company abandons the performance of its undertakings under the Agreement.
- 16.3.6 If the Authority is in possession of proof, to its satisfaction, that the Company or another person acting in its name or on its behalf gave and/or offered another person a bribe, a gratuity or any benefit in connection with the Agreement.
- 16.3.7 If the Company was declared bankrupt or legally incompetent.
- 16.4 Following the termination of the engagement pursuant to this clause, the Authority may consider whether to continue the works under this Agreement by itself or through an engagement with a third party.

17. **Waiver**

- 17.1 Any waiver or extension or concession or abstention delay (hereinafter: "**waiver**") on the part of the Authority in the exercise of any of its rights under this Agreement, shall not be valid unless it is made in writing and duly signed by the Authority's authorized signatories.
- 17.2 Such waiver shall not be deemed as the waiver of any subsequent breach of such right or another right.

18. **Interpretation**

- 18.1 This Agreement reflects all the agreements between the parties and it voids any prior contract, arrangement, memorandum, representation or promise.
- 18.2 The clause headings are included for convenience only and they shall not have any interpretive weight.
- 18.3 Any alteration or amendment to the Agreement shall be valid if both parties agree thereto in writing.

19. **Jurisdiction**

Jurisdiction in any matter or issue arising from or connected with this Agreement shall be vested solely in the competent courts in Jerusalem.

20. The Parties' Addresses; Notices

20.1 Any notice of a party under this Agreement shall be sent by registered mail to the office of the other party, according to the addresses indicated in the preamble hereto, or shall be delivered by hand at the office of the other party or shall be transmitted by fax. 20.2

Any notice sent by registered mail shall be deemed as a notice delivered by hand at the end of 72 hours from the time it was duly deposited at the post office.

21. The Parties' Representatives

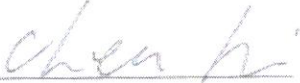
21.1 The Authority's representative for the performance of this Agreement is Mr. Ilan Talker or whoever is appointed by the Authority in writing.

21.2 The Company's representative for the performance of this Agreement is:

_____.


In witness whereof the parties have hereunto set their hands:

The Company

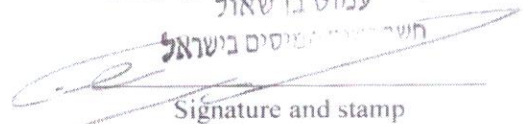

Signature and stamp

同方威视技术股份有限公司
NUCTECH COMPANY LIMITED

Israel Tax Authority Director


Signature and stamp

Israel Tax Authority Accountant


Signature and stamp

26/12/12

APPENDICES A, B AND C

APPENDIX D – CONFIDENTIALITY UNDERTAKING

I hereby declare that I carefully read sections 231, 232 and 234 of the Income Tax Ordinance [New Version], section 105 of the Land Taxation (Appreciation, Sale and Purchase) Law, 5723-1963, section 50 of the Property Tax and Compensation Fund Law, 5721-1961, section 142 of the Value Added Tax Law, 5736-1975, section 231A of the Customs Ordinance, section 19B of the Purchase Tax Law, 5702-1952, sections 118 and 119 of the Penal Law, 5737-1977 and section 23B of the Protection of Privacy Law, 5741-1981, which relate to the duty of confidentiality applying to a person fulfilling a function on behalf of the State or employed in connection with the implementation of the above laws and/or to a party contracting with the State.

I am familiar with the content of the above sections and am aware that they are directed at me and obligate me and that failure to comply with my undertaking under this declaration constitutes an offense under those sections.

Income Tax Ordinance

- Section 231:** A person fulfilling an official function in connection with the implementation of the Ordinance, or employed in the implementation thereof, must regard any certificate, information, report or assessment record, or copies thereof, relating to a person's income or to any detail thereof, as confidential information held in trust, and shall treat them as such.
- Section 232:** A person appointed under the provisions of the Ordinance, or employed in the implementation thereof, may not be required to show the court any report, certificate or assessment or to disclose or report to the court any thing that came to his knowledge in the course of fulfilling his function under the Ordinance, except insofar as required for implementing the provisions of the Ordinance or where it is intended to bring an action for an income tax violation, or in the course of the prosecution of such action.
- Section 234:** A person who has in his possession or control certificates, information, returns or assessment records, or copies thereof, relating to a person's income or to any particular thereof, and at any time conveyed or attempted to convey such information or any content of such documents to a person not authorized for that purpose by the Minister of Finance, or conveyed them other than for the purposes of this Ordinance, shall be liable to six months' imprisonment or to a fine of one hundred liras.

Land Taxation Law

- Section 105(a):** A person may not disclose any information coming to him by virtue of his function under this law, unless he is required to do so by the court, for the purpose of implementing this law or another law regarding a tax which is

payable to the State treasury, or in connection with a criminal action for a violation of this law, or by a person to whom the Minister of Finance authorized the disclosure of such information.

Section 105(b): A person violating the provisions of subsection (a) shall be liable to one year's imprisonment.

Value Added Tax Law

Section 142(a): A person may not disclose information coming to him in the course of the implementation of this law, unless –

(1) The Minister of Finance authorized its disclosure.

(2) He was required to disclose it in a legal proceeding under this law or a tax law within the meaning of the Tax Laws (Amendment) (Exchange of Information between Tax Authorities) Law, 5727-1967.

Section 142(a1): For purposes of subsection (a)(1), the Minister of Finance may also grant an authorization to disclose information of all kinds, provided such authorization is given to persons fulfilling functions indicated therein for the lawful fulfillment of their function, and for reasons which shall be noted.

Section 142(b): Where information came to a person pursuant to subsection (a), he shall be deemed to have received it in the course of the implementation of this law.

Section 142(c): A person who discloses unlawfully information that came to him in the course of the implementation of this law shall be liable to one year's imprisonment or a fine of NIS 5,000.

Customs Ordinance

Section 231A: The provisions of sections 1A(a), 100, 108(b), 135 and 142 of the Value Added Tax Law, 5736-1975 shall apply, *mutatis mutandis*, for purposes of customs under this Ordinance.

Purchase Tax Law

Section 19B(a): A person may not disclose information coming to him in the course of the implementation of this law, unless –

(1) The Minister of Finance authorized its disclosure.

(2) He was required to disclose it in a legal proceeding under this law or a tax law within the meaning of the Tax Laws (Amendment) (Exchange of Information between Tax Authorities) Law, 5727-1967.

Section 19B(a1): For purposes of subsection (a)(1), the Minister of Finance may also grant an authorization to disclose information of all kinds, provided such authorization is given to persons fulfilling functions indicated therein for the lawful fulfillment of their function, and for reasons which shall be noted.

Section 19B(b): Where information came to a person pursuant to subsection (a), he shall be deemed to have received it in the course of the implementation of this law.

Section 19B(c): A person who discloses unlawfully information that came to him in the course of the implementation of this law shall be liable to one year's imprisonment or a fine of NIS 14,000.

Penal Law

Section 118(a): Where a person is a party to a contract with the State or with a controlled body within the meaning of the State Comptrollers Law, 5718-1958 [Consolidated Version], and the contract contains an undertaking to keep confidential information coming to him in the course of the implementation of the contract, and the person has unlawfully conveyed such information to a person not authorized to receive it, he shall be liable to one year's imprisonment.

Section 118(b): In this section, "party to a contract" – including anyone engaged, as an employee or as a contractor, in the implementation of the contract. However, it shall be a good defense for a person charged under this section that he was not aware of the undertaking to keep such information confidential and he conveyed the information in good faith.

Section 119: A person who was given an official document on the express condition that he keep it confidential, and who gave it to a person not authorized to receive it, shall be liable to one year's imprisonment. Where he was negligent in guarding the document or committed an act that could compromise its security, he shall be liable to six months' imprisonment.

Property Tax and Compensation Fund Law

Section 50(a): A person may not disclose any information other than information relating to ownership of land that came to him by virtue of his function under this law, except for the purpose of implementing this law or in connection with a criminal action for a violation of this law, or to a person to whom the Minister of Finance authorized the disclosure of such information.

Section 50(b): A person violating the provisions of subsection (a) shall be liable to one year's imprisonment.

Protection of Privacy Law

Section 23B(a): The conveyance of information by a public body is prohibited, unless the information has been publicly published by lawful authority or has been made available for general public examination by lawful authority, or the person to whom it relates has consented to the conveyance thereof.

I hereby declare that in the fulfillment of my function I shall regard as confidential any thing coming to my knowledge in the course of the fulfillment of my function which is required to be kept confidential under any law.

ID No.

First name

Last name



Chen Pi.
Signature

25/12/2012
Date