



**STATE OF ISRAEL**  
**Ministry of Finance**

May 2022

MS. 2021-775

# **Central Tender 05/2022 – Medical Services for Employees in Israeli Representative Offices Abroad (Including Envoys, Mission Supporting Israeli Citizens and their Families)**

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

There is an obligation to register for the tender by sending this form. A bidder who does not register for the tender as required will not receive an answer to clarification questions and/or updates in connection with changes in the submission dates, etc. The responsibility for sending the registration form to the address listed below lies with the bidder alone.

To,

Mr. Alon Yariv, Accountant General, Ministry of Finance.

[Alon.Yariv@mof.gov.il](mailto:Alon.Yariv@mof.gov.il)

**Re: Registration Form for Participation in Central Tender 05/2022 – Medical Services for Employees in Israeli Representative Offices Abroad (Including Envoys, Mission Supporting Israeli Citizens and their Families)**

We request to register for the tender and receive an answer to clarification questions to the extent that such will be given to bidders.

Bidder's name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact person: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Mobile Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

**Central Tender 05/2022 – Medical Services for Employees in Israeli Representative Offices Abroad (Including Envoys, Mission Supporting Israeli Citizens and their Families)**

1. **Definitions:**

- 1.1 **The Insured:** State envoys abroad, representative office supporting Israeli citizens (EITAN) and family members of the above.
- 1.2 **EITAN:** Representative office supporting Israeli citizens.
- 1.3 **National Health Insurance Law:** The National Health Insurance Law, 5754-1994. It should be emphasized that this definition does not include additional health services ("SHABAN") offered by the HMOs to their insured.
- 1.4 **The Israeli Health Care Basket:** The basket of medical services provided under the National Health Insurance Law.
- 1.5 **Representative Offices:** Israel's representative offices abroad.
- 1.6 **The Ministry of Finance Representative:** Senior Deputy Accountant General, Director of the Wages and Terms of Service and Pensions Division, or a person appointed on his behalf in the issuance of the Wages and Terms of Service Abroad Guidelines.
- 1.7 **The Ministry Representative:** Organization and Administration VP of the government ministry (alternatively: the "**Ministry**") or a person appointed on his behalf (alternatively: the "**Supervisor**") in the Ministry sending envoys and EITAN employees on its behalf.
- 1.8 **"Overseas Medical Service Trustees" Board of Trustees:** A healing fund board of trustees. The board is coordinated by the Ministry Representative or someone on his behalf and includes the Ministry Representative, the Ministry's accountant, a practiced doctor and a human resources representative.
- 1.9 **Management Fees:** A monthly cost that the Ministry will pay to the insurer for the management of medical arrangements for the Insured, as detailed in Appendix D. This payment comes in addition to the direct reimbursement of expenses that the Ministry will pay to the insurer for the provision of the medical services themselves.
- 1.10 **Base Index:** The consumer price index at the time of signing the agreement with the insurer.
- 1.11 **Pre-existing Medical Condition:** The insurer undertakes to provide the service in full, to all insured persons wherever they are, without conditions or limitations due to a pre-existing medical condition, without age stipulation, and without any qualifying period and/or waiting period throughout the agreement period.
- 1.12 **Emergency:** A case in which a quick response is required on the part of the insurer to act and provide an immediate medical response, in which the Insured is in an imminently life-threatening situation (within two hours from the moment the insurer becomes aware).
- 1.13 **The Insurer:** A bidder whose bid will be selected as the winning bid in this tender. The Insurer will provide medical arrangements management services to the Ministry.

1.14 **Service Provider/ Medical Services Provider/ Arrangement Doctors:** Medical service providers to whom the Insurer refers the Insured in each country for medical services.

## 2. **Background:**

2.1 The Ministry of Finance requests proposals for the provision of medical services for the Insured in accordance with their definition in section 1.1 above.

2.2 The tender is addressed to insurance companies, with the approval of the Supervisor of Insurance in Israel, providing medical arrangement management services worldwide (by arrangements with local providers), which meet the threshold conditions listed in section 5 below.

2.3 In recent years, the insurance services have been provided to Israeli Representative Offices abroad through various arrangements, some in the format of "management of medical arrangements" in various ministries. The purpose of this tender is, among other things, to pool resources of government ministries under the Ministry of Finance.

## 3. **Engagement period:**

3.1 An engagement contract will be signed with the bidder selected for the provision of the service (hereinafter: the "**Insurer**"), which will be valid from the date of signing by the Ministry's authorized signatories for 5 years (hereinafter: the "**Engagement Period**").

3.2 The Ministry of Finance reserves the option to extend the Engagement Period for the provision of the requested services subject to its sole discretion and subject to its needs, for an additional period of 3 years according to the agreement (hereinafter: the "**Extended Engagement Period**").

3.3 During the Extended Engagement Period, all provisions of the agreement will apply to the parties, *mutatis mutandis*.

3.4 The Ministry of Finance reserves the right to notify the Insurer at any time of the shortening/ early termination of the Engagement Period, with 60 days' advance written notice.

## 4. **The Ministry of Finance Representative:**

4.1 The Insurer will provide the services specified in the tender documents according to the instructions of the Ministry of Finance Representative as they will be given to the Insurer, pertaining to the preparations for the start of the provision of services and everything according to the needs of the various ministries.

## 5. **Threshold conditions for participation in the tender and the documents required for meeting the threshold conditions:**

5.1 Attachment of a certificate attesting that the Bidder is an insurance company and is licensed to engage in insurance pursuant to Section 15 of the Control of Financial Services (Insurance) Law, 5741-1981.

- 5.2 The Bidder has been engaging since January 1, 2017 (5 years) or earlier in the management of medical arrangements abroad (excluding overseas travel insurance). Data must be presented according to which the Bidder has been providing such services since January 1, 2017 for at least 3,000 insured persons abroad each year.
- 5.3 Attachment of a certificate from a tax assessor, or an accountant or tax consultant, or a copy thereof, attesting to the management of accounting ledgers and records pursuant to the Public Entity Transactions (Enforcement of Accounting Management and Payment of Taxation Debts) Law, 5736-1976.
- 5.4 Certificate of incorporation of the Companies Registrar in Israel.
- 5.5 Attachment of the tender booklet, with its appendices, signed at the bottom of each and every page.
- 5.6 Attachment of Appendix C –
- 5.6.1 Details of the networks and subcontractors through which the Bidder intends to provide services to the Ministry's envoys in the countries included in the tender, and as required, in the case of a US Service Provider it must ensure that the supplier meets the criteria required by US law regarding Minimum Essential Coverage (MEC). Provision of service by at least 80% of the existing Service Providers who currently provide the service to the insured of the Ministry of Foreign Affairs and the Ministry of Defense by virtue of a previous tender that the ministries conducted for this purpose. In accordance with the details in Appendix P enclosed herein. In order to meet this condition, the Bidder must present data about Medical Service Providers in the United States, Germany and England, through which the Bidder undertakes to provide the services under the tender and the agreement, in a manner that covers all services in the Israeli Health Care Basket. As well as an undertaking to continue the service by 80% of existing providers. The data will be presented in Appendix C in section 9.
- 5.6.2 Confirmation that the Bidder does not have an annual fee debt to the Corporations Authority in the years preceding the date of submission of the bid. In addition, the Bidder is not an offending company and does not face notice prior to registration as an offending company. In order to meet this threshold condition, the documents specified in section 5 of Appendix C must be attached.
- 5.7 Attachment of Appendix E – the Bidder's data must be completed in the agreement. Initialed on every page and with a full and binding signature at the end of the agreement. A document that does not specify a place to sign will be signed at the bottom of the page.
- 5.8 Attachment of Appendix F – An affidavit regarding the absence of convictions for the employment of foreign workers and minimum wage.
- 5.9 Attachment of Appendix H – The wording of the undertaking to maintain confidentiality.
- 5.10 Attachment of Appendix I – An undertaking to avoid a conflict of interest.
- 5.11 Attachment of Appendix J – The wording of bank guarantee (performance guarantee).
- 5.12 Attachment of Appendix L – Undertaking to use original software.
- 5.13 Attachment of Appendix M – Accountant conformation of being a going concern.

- 5.14 Attachment of Appendix N – An affidavit regarding non-coordination of bids in the tender.
- 5.15 Attachment of Appendix O – An affidavit regarding the employment of persons with disabilities.
- 5.16 Attachment of Appendix Q – Maximum rates for medical services included in the Israeli Health Care Basket must be specified. The Bidder undertakes to meet these maximum prices when submitting the services to the Ministry.
- 5.17 A proposal that does not include the documents and/or data as required in sections 5.1 - 5.16 above may be disqualified outright.

## 6. **Description of the services under the Insurer's responsibility:**

- 6.1 For the Insured – The Insurer will provide the Insured with medical services abroad in a manner consistent with the Israeli Health Care Basket, within the framework of the National Health Law. A description of the services provided under the Insurer's responsibility, is as detailed in Appendix A enclosed herein.
- 6.2 For the Insured and for government ministries under which the Insured work – monitoring and charging the employee in cases where a medical service is provided not in accordance with the terms of the tender:
  - 6.2.1 Charging the employee for the deductible costs in accordance with Appendix B enclosed herein.
  - 6.2.2 Charging the employee for medical services that are not in the Israeli Health Care Basket.
  - 6.2.3 Charging the employee for medical services provided outside the country of the representation where the employee permanently resides for the purpose of his work (private vacations). It will be clarified that this matter will be brought to the attention of the employee who is not insured during private vacations outside his permanent country of service, but he will be able to pay the Insurer himself in order to create insurance continuity with the winning insurer under the same terms.
  - 6.2.4 Monitoring requests in which unusual (but non-emergency) medical costs are expected in excess of a quantitative threshold of \$ 10,000 or a qualitative threshold at the discretion of the Insurer (covered by the national health care basket). The Insurer will bring this to the attention of the Representative Office (on whose behalf the employee was commissioned), with (the Insurer's) recommendation as to the location of the medical procedure, so that the office can make a decision on how to instruct the Insurer to act (decision of the office's "Medical Service Trustees" Board of Trustees).
  - 6.2.5 Providing immediate response in the event of medical emergencies.
- 6.3 To the government ministries under which the insured employees work and to the Ministry of Finance – sending to the government ministries monthly payment specifications in Excel form **every month**, divided into two main sheets in accordance with the table detailed below:
  - 6.3.1 Management costs sheet:

Employee ID	First name	Last name	Gender	Age	Representation no.	Representation name	Ministry	Date of receipt of the medical service	Date of payment for the medical service	Type of payment	Cost in local currency	Currency symbol	Exchange rate	Total cost in NIS
1111	Israel	Israel	Male	37	405	Bangkok	Tourism	20/4/19	11/5/19	Management Fees	60	USD	3.2	192

### 6.3.2 Costs of medical claims. All in accordance with the Protection of Privacy Law, 5741-1981:

Employee ID	First name	Last name	Gender	Age	Representation no.	Representation name	Ministry	Date of receipt of the medical service	Date of payment for the medical service	Type of payment	Cost in local currency	Currency symbol	Exchange rate	Total cost in NIS
1111	Israel	Israel	Male	37	405	Bangkok	Tourism	20/4/19	11/5/19	Claim	1,915	THB	0.1	191.5

6.3.3 More than necessary, it will be noted that the sum of the "Total cost in NIS" columns should be consistent with the total costs in the invoices as submitted to government ministries each month.

6.3.4 The Ministry of Finance reserves the option to correct the required content in the Excel file in the instruction to the Insurer.

6.3.5 The Insurer will furnish any claim invoice that the relevant ministry will wish to view for the purpose of sample auditing of medical expenses, subject to the duty of maintaining medical confidentiality vis-à-vis the relevant bodies on behalf of the ministry after the employee has signed a medical confidentiality waiver in advance.

6.4 Attached is Appendix G for an estimate of number of insured persons, according to the distribution of world Representative Offices, on average, for 2021. It is clarified that these data reflect a high accuracy estimated approximation despite changes that occurred from 2020 due to the Covid virus. The Ministry of Finance reserves the option to add additional ministries or insured persons to the agreement with the Insurer at any time. The Insurer will have no claim or demand against the government ministry if the scope of services it will provide to the ministries will differ from the amount it expected to provide in practice.

## 7. **Submission of the bid:**

7.1 The Bidder will submit the bid in US dollars (even though the payment to the bank is in NIS), using Appendix D enclosed herein according to the "Medical Arrangements Management" track. The details are as follows:

7.1.1 The bid – the consideration that the Ministry will pay the Insurer each month will include:

7.1.1.1 The monthly Management Fee – The Management Fee will be calculated in terms of the Insured for a month depending on the continent. Fixed and uniform cost per person on the same continent, regardless of the Insured's age, sex, number of insured in the arrangement, etc. (change in the number of insured in the arrangement during the contract period, will not

result in a change in the monthly Management Fee for the Insured) for a full insurance month (assuming 30 days per month). In Appendix D the Bidder shall specify the proposed monthly Management Fees to each continent. See section 9.2.6 below.

7.1.1.2 The direct cost of the medical services provided to the Insured and the savings that the Insurer was able to obtain – reimbursement of net direct expenses, without commissions/overheads or any income to the Insurer net of deductibles collected from the Insured in accordance with Appendix B. See section 9.2.7 below.

7.1.2 Finality of the bid – The bid for monthly Management Fees that will be specified in Appendix D enclosed herein is final and covers all the Insurer's costs, both direct and indirect, including manpower, social benefits, computer expenses, training, operation of a Hebrew call center, operation of a website, travel, flights, overheads, production and submission of reports, control, commissions, subcontractors, fees and profit.

7.2 The payments to the Insurer for the medical services (including the Management Fee) will be transferred by the Ministry in NIS to the Insurer's bank account in Israel. The payment will be calculated according to the exchange rate at which the payment was made by the Insurer to the medical provider at the time of issue of the invoice to the Ministry. VAT for the Management Fees will be as prescribed by law.

7.3 The Ministry of Finance may conduct negotiations with the bidders whose bids have been found suitable, in accordance with Regulation 7 (a)(7) of the Mandatory Tenders Regulations, 5733-1993.

## 8. **Submission of the payment demand:**

8.1 After signing the engagement contract and providing the services, the Ministry will pay the Insurer the consideration in NIS according to the cost of management of medical arrangements. The provider is required to be able to split the payment demands for each government ministry to enter into the arrangement, and forward it as an individual demand for the ministry whose employees are insured.

8.2 Payment of Management Fees – up to the 10<sup>th</sup> of each month, the Insurer will issue to each ministry under the agreement a payment demand for the Management Fees for the past month.

8.2.1 The demand will be calculated in accordance with the number of insured persons included in the arrangement in the past month, multiplied by the rate of the Management Fee per person (in accordance with the rate set in the tender – see Appendix D). An insured who is included in the arrangement for a period of less than a month, the payment in respect thereof will be calculated proportionally (30 days a month). The payment demand for the Management Fee will be examined by the "Overseas Medical Service Trustees" and by the Finance Division in accordance with the Insured workforce and the approved rates, in the event it is found to be suitable it will be transferred to payment. Payment for monthly Management Fee will be transferred to the Insured pursuant to the Payment Ethics Law, 5777-

2017 as detailed in the "Payment dates" provision of the Finance and Economy Regulations (attached, Appendix K).

8.2.2 The Management Fee will be linked to the consumer price index. The Base Index will be the relevant consumer price index at the time of signing with the winning Insurer. Accordingly, the Management Fees will be updated at the beginning of each year (January 1) according to the relevant index for that date, with the approval of the Ministry of Finance for the update of the Management Fee.

8.3 Reimbursement of direct expenses for actual medical services – up to the 10<sup>th</sup> of each month, the Insurer will issue to each ministry under the agreement a payment demand once a month presenting the direct medical expenses at the individual level (summary of expenses for medical services actually provided to Insured in the past month, according to a detailing of every medical procedure net of deductibles collected from the Insured). The ministry may demand the Insurer to update the structure and content of the report at its discretion. The payment demand for reimbursement of expenses will be examined by a representative of the relevant ministry (the "Medical Insurance Trustee") and by the Finance Department, and in the event it is found to be suitable it will be transferred to payment. Payment for reimbursement of expenses will be transferred to the Insured pursuant to the Payment Ethics Law, 5777-2017 as detailed in the "Payment dates" provision of the Finance and Economy Regulations (attached, Appendix K). The ministry may contact the Insurer at any time and demand explanations/ completion of data/ presentation of documents, etc., so as to inquire into the payment demand (the inquiry can be made even after the ministry has transferred the payment to the Insurer). In the event that the ministry finds that the claim filed by the Insurer includes any overcharging, the ministry will contact the Insurer with a demand to amend the claim or return funds or alternatively notify the Insurer of its intention to offset any amount from subsequent payments.

8.4 Along with the invoices to be submitted each month the Insurer must send each ministry an Excel document with two sheets – one detailing the Management Fee invoice per person and the other detailing the medical procedures performed and charged (after employee deductible) as detailed above in section 6.2 for the specific ministry to which the service was provided.

## 9. **Examination of the bids:**

9.1 Any bid submitted, in the event it meets the threshold conditions, will be reviewed according to quality criteria (50%) and price criteria (50%).

9.2 The quality of the bids will be examined according to the following criteria:

	<b>Criterion - Quality (50%)</b>	<b>Maximum score</b>
9.2.1	The number of insured persons registered in the Insurer's affidavit in the field of medical insurance - 1 quality point will be given for every 1,000 insured persons registered with the Insurer and up to a maximum of 16 points (for 16,000 insured persons). For example, for 10,000 insured persons,	16

	<b>Criterion - Quality (50%)</b>	<b>Maximum score</b>
	10 quality points will be given, etc. Data will be presented in the framework of Appendix C enclosed herein in section 7.	
9.2.2	<p>Geographical distribution of the Medical Service Providers included in the proposed arrangement throughout the United States, Germany and England in accordance with the existing providers as specified in Appendix 16 enclosed herein, as follows:</p> <ul style="list-style-type: none"> <li>- A distribution of less than 80% in relation to the residential areas of the Insured results in a disqualifying of the bid due to non-compliance with the threshold conditions of the tender.</li> <li>- 80% distribution and up to 85% equals 6 quality points.</li> <li>- Distribution of over 85% to 90% equals 8 quality points.</li> <li>- Distribution of over 90% to 95% equals 10 quality points.</li> <li>- Distribution of over 95% equals 12 quality points.</li> </ul> <p>The Bidder shall attach a list of the medical provider networks through which it undertakes to provide the services to envoys in the United States, Germany and England as specified in the threshold conditions in section above, in the framework of Appendix C enclosed herein in section 8.</p>	12
9.2.3	<p>Level of phone responses in Hebrew for Israeli insured persons:</p> <ul style="list-style-type: none"> <li>- Availability and level of service = 6 points.</li> <li>- Knowledge and professionalism = 4 points.</li> </ul> <p>The Bidder will detail the employees' conduct in exercising their rights under the arrangement, including as an example, present the data about the call center operated by it in Appendix C enclosed herein in section 9. The ministry may make test calls to the call center to examine the telephone response level according to the above variables.</p>	10
9.2.4	<p>Recommendations from service recipients who have purchased services from the Bidder with characteristics similar to those required in this tender: A score of up to 2 points for each recommendation and a total of up to 3 recommenders. The score will be given considering the number of clients and considering the type of services provided, their scope etc. the data on the recommenders including contact person and mobile number will be presented in Appendix C enclosed herein in section 10.</p>	6
9.2.5	<p>The ministry's general impression of the quality of the bid is based on an interview to be conducted with the Bidder, including the presentation of an organization and execution</p>	6

	<b>Criterion - Quality (50%)</b>	<b>Maximum score</b>
	plan, in a manner that provides an optimal response to all tender requirements.	

	<b>Criterion - Price (50%)</b>	<b>Maximum score</b>
9.2.6	<p>Management fees – the ability to offer an attractive bid on the rates of customary services by continent. The Bidder shall attach to its bid the price in US dollars for Management Fees for each person per month through Appendix D enclosed herein. The score will be determined according to the Bidder's maximum price commitment for the Management Fee per person on the continent per month according to the following weights:</p> <ul style="list-style-type: none"> <li>- Australia and Oceania - 0.2 times the proposed price.</li> <li>- Europe - 4.0 times the proposed price.</li> <li>- Asia - 4.7 times the proposed price.</li> <li>- Africa - 1.0 times the proposed price.</li> <li>- Central and South America - 1.2 times the proposed price.</li> <li>- North America - 2.9 times the proposed price.</li> </ul> <p>Total multiplication summation:</p> <ul style="list-style-type: none"> <li>- Higher than \$ 860 = 2 points.</li> <li>- In the range of 820-860 dollars = 8 points.</li> <li>- Less than \$ 820 = 14 points.</li> </ul> <p>It should be emphasized that the price proposed is a maximum price, and will be open to negotiations between the Bidder and the potential insurer prior to signing the agreement.</p>	14
9.2.7	<p>Medical claims - Ability to obtain discounts on the rates of customary services in the United States. The Bidder will attach to its bid a commitment regarding maximum prices for drugs and medical services included in the Israeli Health Care Basket, which presents the Bidder's ability to obtain discounts through <b>Appendix Q enclosed herein (price list of selected medical services)</b>.the score will be determined according to the Bidder's commitment to provide a discount of:</p> <ul style="list-style-type: none"> <li>- 20% to 29% = 12 points.</li> <li>- 30% to 35% = 18 points.</li> <li>- 36% to 39% = 24 points.</li> </ul>	36

	<ul style="list-style-type: none"> <li>- 40% to 44% = 30 points.</li> <li>- 45% or more = 36 points.</li> </ul> <p>For the purpose of determining the score, the Ministry will examine the data submitted by the Bidder in the above-mentioned Appendix Q (Price List of Selected Medical Services Tariffs). The Ministry may calculate the score by weighting the services in accordance with the estimate of the amount of services used by the insured (as specified in Appendix Q). The proposed discount rate should also be noted in Appendix D enclosed herein in section 3.</p>	
	<b>Total possible score</b>	<b>100</b>

- 9.3 The Bidder must attach data and information to its bid in accordance with the criteria in the table above, in order to allow the ministry to score the quality of the bid. The ministry may contact the Bidder with a request to provide clarifications/ complete information and data about its experience and abilities. The ministry may inquire for itself into data about the Bidder's experience in other ways, in order to verify the data presented.
- 9.4 A bid to successfully pass the threshold condition check and the quality check as detailed above will move on to the price check phase.
- 9.5 As stated in section 7.3 above, at this stage the Tenders Committee or anyone acting on its behalf will be entitled to negotiate with bidders whose bids are found to be suitable (including the possibility of submitting an improved bid according to written instructions to be given by it in writing).
- 9.6 The Bidder is required to provide information on the average discount rates obtained by using the medical insurers networks that will provide services to the Insured. The data will be weighted by the Tenders Committee as a matter of importance as the other price criteria, as detailed in the table in section 9.2.7 above. Therefore, when submitting a bid for the tender, the Bidder must present data on the average discount rates obtained by the insurers' networks with which it is affiliated in the United States and through which it intends to provide the service in accordance with this procedure. The data of the discounts that will be presented in the bid will be taken into account when examining the quality criteria in the Bidder's bid. For this purpose, the Bidder must complete and submit the attached table - Appendix Q. The Insurer may update the prices in Appendix Q at rates that do not exceed the changes in the U.S. Medical Services Price Index, provided that it has obtained for the ministry the discount rate as it had undertaken in section 9.2.7 above. It is clarified that the charge will be calculated in accordance with the payment demands of the actual Medical Service Providers, without the Insurer adding overheads and/or commissions of any kind to the charge.

## 10. **Submission of bids:**

- 10.1 Submission of bids in the tender will be done online, using the bid submittal system.
- 10.2 A link to the bid submittal system for the purpose of submitting bids in the tender will be published on the tender publication page on the Government Procurement Administration website. A bidder who wishes to submit its bid in the tender is required

to click on the "**Submit a bid**" link on the tender publication page, which will transfer it to the bid submittal system.

- 10.3 In order to submit its bid, the Bidder will be required to identify itself through the government identification system and carry out early registration on the bid submittal system.
- 10.4 After making the identification, make sure that the name and number of the tender to which you wish to submit a bid appears in the bid submittal system.
- 10.5 As part of the bidding process, the Bidder must follow the instructions that will appear in the bid submittal system, fill in all the required fields clearly and in accordance with the system instructions, and upload the required files to the system in accordance with the tender instructions.
- 10.6 After completing the submission of the bid in the system, a reference number will appear on the submission screen. **In the event that no reference number is received the bid has not been submitted.**
- 10.7 It will not be possible to submit bids in the system after the deadline for submission of bids.
- 10.8 The Bidder can **only submit one submission!** Once a bid has been completed, no further bidding or updating of a bid will be possible.
- 10.9 To the extent that there is a prolonged technical malfunction, which will prevent the submission of bids in the tender, the client will may determine another way for submittal in the tender via a notice to be published on the website.
- 10.10 Additional terms for using the bid submittal system:
- 10.10.1 The maximum size of the file in the bid is 10 MB and a maximum of 50 MB for all files in the same bid. The Bidder must check the size of the files sent by it and make sure that its bid meets the limits.
- 10.10.2 PDF/ WORD/ EXCEL/ SIGNED files can be uploaded to the system.
- 10.10.3 Technical assistance: For technical issues and help with operating the system, you can contact the support center on Sundays - Thursdays between the hours 8:00 - 17:00 via this link: <https://merkava.mrp.gov.il/cc/index.html>. Please indicate in the inquiry the name of the tender, the deadline for submitting the bids and, if necessary, attach screenshots. The waiting time from the moment the inquiry is sent until the return of a service representative will not exceed 4 hours within the call center's operating hours. In exceptional cases only, the waiting time may exceed 4 hours. The support center does not undertake to provide a response to inquiries that will be received within a period of less than 4 hours from the deadline for submission of bids.
- 10.10.4 After 20 minutes without performing an action, the system will disconnect and any action performed on it and not saved as a draft, will not be saved. In the circumstances described a re-entry into the system will be required.
- 10.10.5 For instructions and instruction materials on how to submit bids in the digital tender box, visit the following link: <https://portal.gpa.gov.il/supplier/tender>.
- 10.11 The Bidder in the tender is solely responsible for submitting the bid before the deadline for submission of bids. The Bidder must take into account that near the

deadline for submission of bids the submission system may be overloaded, or other technical faults may occur that will prevent the Bidder from submitting its bid. **The Bidder must prepare for this, and submit its bid in advance.** The Bidder will have no claim against the client as to a malfunction discovered in the bid submittal system near the deadline for submittal of the bids, even if as a result it failed to submit its bid.

11. **Entering into an engagement with a bidder who has won second place (additional qualifier):**

- 11.1 Once the engagement contract with the winning bidder has been signed, if the engagement with the Insurer is canceled for any reason, the Ministry may contact the second-ranked bidder and sign an engagement contract with it as if it were the winner, subject to the terms of the tender and the second bidder's bid (and subject to the consent of the bidder ranked second). This option is available to the Ministry for the entire Engagement Period, including its extensions.
- 11.2 In the event the bidder ranked second did not agree to this, the Ministry may contact the one ranked third, etc., until a new agreement is signed for the provision of the services. The Committee does not undertake to act as aforesaid.
- 11.3 In the event that the Ministry enters into an engagement with an Insurer in accordance with the above, all the rules and conditions under this tender will apply to said engagement.

12. **General guidelines:**

- 12.1 The Ministry of Finance may cancel the tender and/or not select a winning bid, for any reason. In case of cancellation of the tender for any reason, the Ministry will not compensate any Bidder. The Bidder will not demand or request from the Ministry any consideration and/or reimbursement of expenses for its participation in the tender (it is hereby clarified that the bid is submitted at the Bidder's expense. The Bidder will not demand or request from the Ministry reimbursement of any expenses/compensation even if the Ministry decides to cancel the tender at any stage).
- 12.2 The Ministry of Finance does not undertake to accept the cheapest offer.
- 12.3 The Ministry of Finance may extend or reduce the scope of the engagement according to the contract to be signed with the winning bidder, and/or cancel it for budgetary or other organizational reasons.
- 12.4 The Ministry of Finance may not consider at all a bid that is unreasonable in terms of price compared to the nature of the bid and its terms, or in the case of a lack of detailed reference to any of the tender clauses, in a way that prevents the bid from being assessed as required.
- 12.5 The Ministry of Finance may accept only part of the bid and/or split the service between several winners and/or carry out some of the topics itself or through others.
- 12.6 The Ministry of Finance reserves the right to negotiate with bidders whose bids have been found suitable, also on the matter of price.

13. **Deadlines for requesting clarifications and submitting bids:**

13.1 Regarding clarification questions on the terms of the tender and its contents, you can contact the Ministry of Finance representative, Mr. Alon Yariv, via email address - [Alon.Yariv@mof.gov.il](mailto:Alon.Yariv@mof.gov.il).

13.2 **Deadline for sending clarification questions is by May 24, 2022**, in a Word file as follows:

Page in the tender brochure	Section	Content of the question

13.3 **Deadline for submission of bids by June 14, 2022.**

## **APPENDIX A - SPECIFICATION OF THE SERVICES UNDER THE INSURER'S RESPONSIBILITY**

### Estimated number of Insured:

1. The estimated number of insured persons as of the date of publication of the tender is detailed in Appendix G enclosed herein. The number of insureds is updated and changes from time to time in accordance with changes and the activity of the Representative Offices, following changes in the workforce.
2. The Insurer undertakes to provide the full medical service, to all the insured wherever they are, without condition or limitation due to a previous medical condition, without age limit, and without any qualifying period and/or waiting period throughout the Engagement Period.
3. The Ministry Representative may notify the Insurer at any time of a change in the scope of the Insured specified in the appendices, at the Ministry's sole discretion. The Ministry does not commit to any minimum amount of insured persons. Payment to the Insurer will be made according to the actual amount of insured persons each month. No claim will be accepted on the part of the Insurer if the actual volume of insured persons is low compared to the estimate presented in the appendices to this tender.
4. The calculation of the Management Fees each month will be performed "pro-rata" as follows - in the event that an insured person leaves the insured workforce during the month for any reason, according to the Ministry's notice, the compensation to the Insurer will be calculated relative to the insured's stay in the workforce (for example 11 days equal to Management Fees times 11/30 days, etc.). And accordingly - in the event that a new insured person is added to the insured workforce during the month, in accordance with the Ministry's notice, the compensation to the Insurer will be calculated in proportion to the insured's stay in the workforce. Adding a new insured to the arrangement: An insured will be considered as being added to the arrangement from the date of sending a notice on the matter by the Supervisor in the Ministry of the Insurer. Removal of an existing insured from the arrangement: The Ministry may notify the Insurer on the departure of an insured person from the arrangement also in retrospect.
5. The notification of the addition of a new insured person or the removal of an insured person shall be given to the Insurer by the Human Resources Division in the ministries, in accordance with the Supervisor's written instructions.

### Adaptation of the insurance plan to the services provided within the framework of the Israeli Health Care Basket:

6. The Insurer will provide insured persons with Medical Services abroad at a level at least identical to the Israeli Health Care Basket, within the framework of the National Health Insurance Law, 5754-1994.
7. The Insurer will maintain a control system for the types of medical treatments provided to the insured, in order to ensure their suitability for all the services provided within the Israeli Health Care Basket.
8. The Insurer must update the specifications of the Medical Services on an ongoing basis during the Engagement Period, in accordance with changes in the Israeli drug basket and in accordance with changes in the terms of the National Health Insurance Law in Israel.

Cost reduction:

9. The Insurer will make efforts on behalf of the Ministry to significantly reduce costs for services consumed by employees abroad, through procurement agreements with medical providers and supplier networks to the extent that they exist. The cost reduction will cover all types of services and medical procedures.
10. The Insurer will present to the Ministry a price list of drugs, treatments and medical services, including the discounts it has obtained through Appendix Q enclosed herein. The Insurer undertakes that the prices listed in Appendix Q will be maximum prices throughout the Engagement Period. The Ministry will perform a quarterly inspection to ensure that the provider meets its obligation so that the prices of medical services do not exceed the prices presented in Appendix Q (average price and/or maximum price).

Preparation:

11. The Insurer undertakes and represents that it will have the manpower, equipment, computer infrastructure, required permits within 30 days from the date of notification of its winning the tender (including all approvals required by regulatory bodies in the various countries). The Insurer undertakes to be available for the provision of the services in a full operating format, no later than 30 days from the date of the Ministry's signing of the agreement enclosed herein.
12. The Insurer will provide an information sheet detailing the rights and services due to the insured under the policy and ways of contacting the Insurer. This page will also include the employees' conduct in exercising their rights under the management arrangement. The information sheet will be available to the insured online, by email, etc. In addition, the Insurer will provide concentrated instructions for employees in Israel prior to their leaving for Israeli Representative Offices by advance coordination with the Human Resources Division. For the purpose of instructing the insured abroad, the Insurer will be required to participate in video calls from Israel in accordance with the dates to be determined by the Supervisor.
13. The Insurer will assign each insured a smart card for use in all types of services (visit to a family doctor, visit to a professional doctor, laboratories, pharmacies, hospitals, clinics, etc.). The Insurer shall ensure that the smart card has an interface with the insured employee's credit card in the event of a cost that exceeds the terms of the agreement or the employee's deductible in accordance with Appendix B.

Supervision of the implementation of an insurance policy:

14. The Insurer will update the Supervisor after any denial of a payment demand. Technical matters such as double payments and requests for service outside the agreement will be automatically denied by the Insurer while forwarding an immediate update to the Supervisor.\
15. The Insurer undertakes to maintain a computerized system and submit to the ministry once a month reports on insured persons and reports on paid claims and any other report as required by the Ministry of Finance, as specified in section 6.3 of the tender.
16. It is hereby clarified that beyond the cost of the ongoing Management Fees, the Insurer will not be entitled to any additional payment from the Ministry such as a one-time cost of setting up the system.
17. Medical confidentiality - As part of the provision of services, the Insurer undertakes to maintain discretion and the privacy of the individual in accordance with applicable law in Israel.

Service Call Center:

18. It is the responsibility of the Insurer to allow the insured to contact and receive service via electronic communication (e-mail). The Insurer will operate a call center 24 hours a day, 7 days a week in Hebrew (fluent) and for this purpose will assign a toll-free phone number for the center. The call center (telephone/ electronic) will provide information about the various medical services available in all areas included in the agreement. The call center will provide a response to any question that may arise from the insured in connection with medical issues, the rights of the insured, the deployment of Medical Service Providers, etc.
19. The Insurer will operate a website available in English for the use of the Ministry and for the use of all insured persons, with up-to-date information about doctors and medical services included in the arrangement services (including types of services, addresses, telephone numbers, hours of operation, etc.). The Insurer must ensure that the list of doctors and medical providers published on the website is an updated list so that all the doctors and providers on the list are indeed active and included in the arrangement offered by the Insurer.
20. The documents and data appearing on the Insurer's website will be secured in accordance with the customary law in Israel. All information will be secured using a username and password and the Insurer undertakes not to disclose them on to any other party.

Deployment of medical services and subcontractors:

21. The Insurer shall ensure that the medical services are provided by subcontractors, with the required certification and in the required deployment, with seniority and experience, who meet high standards of service and professionalism. The Insurer must ensure that the list of physicians offered by it includes at least 80% of the physicians and providers listed in Appendix P enclosed herein.
22. Ensuring an arrangement with at least two GPs, who are agreement doctors within a maximum distance of up to 10 miles from the focus area, according to the list of focus areas detailed in Appendix P enclosed herein (selecting a doctor at a greater distance - only if this is the insured's wish).
23. Ensuring an arrangement with at least two pediatricians as well as two gynecologists, who are agreement doctors, within a maximum distance of up to 10 miles from the focus area, according to the list of focus areas (selecting a doctor at a greater distance - only if this is the insured's wish).
24. Ensuring an arrangement with at least one hospital that includes an emergency room, operating rooms, intensive care units, delivery rooms, neonatal ward, pediatric ward and trauma ward, which are the agreement providers, within a maximum distance of up to one mile from the focus area, according to the list of focus areas (selecting a hospital at a greater distance - only if this is the insured's wish).
25. Ensuring an arrangement with at least one pharmacy that is the agreement provider and is located at a maximum distance of up to 10 miles from the focus area, according to the list of focus areas enclosed herein.
26. If the insured finds it difficult to make an appointment for a service, the Insurer will verify the availability of the services as follows: Maximum waiting time of up to 24 hours for a GP, not including weekends. Maximum waiting time of 7 working days for a specialist doctor.

Deductible:

27. The Insurer will maintain a system of collection of deductibles, including control, monitoring and reporting to the Ministry in accordance with the instructions in Appendix B enclosed herein (guidelines for deductibles and payments to be collected from the insured). All deductibles will be recorded automatically and computerized in the Insured's system. The collection will be done at the time of provision of the service and records thereof will be made with the Insurer and/or the various Service Providers. The Insurer will present to the Supervisor the deductible data collected in the framework of the monthly report (at the individual level and at the level of medical procedure).
28. The Insurer is responsible for reimbursing the insured for a cost that the insured is not obligated to bear (such as overpayment of deductible or fee), which will be charged to the insured by various Service Providers, and that should be reimbursed to the insured. The Insurer is responsible for returning the overpaid amount within 7 working days directly to the insured's credit card or by bank transfer.
29. When denying a claim after it has been examined (when completing the handling of the claim), it is the responsibility of the Insurer to send the insured a notice of the decision regarding the claim. A copy of this notice will be sent concurrently to the Supervisor. In this context, it should be noted that if an insured applied for a service from a party outside the arrangement, the Insurer would notify the insured in writing that the claim is not covered and unpaid (the Insurer will also send a copy of this letter to supervisors at the ministries, in said letter the Insurer will clarify to the insured that they must turn to receive the service only from entities included in the arrangement).
30. When charging the Ministry for the direct cost of providing the medical services provided to the insured, the Insurer must ensure a reduction (offset) of the deductible fee collected, in order to avoid double charging. The regular report sent to the Ministry regarding the cost of medical services will include, among other things, an aggregate summation of the total reimbursement of expenses and the total deductible of all the insured. The Ministry of Finance may, at any time, change the deductible at its sole discretion (subject to changes in customary prices in the Health Care Basket) and the Insurer will update the method of collection accordingly. The Insurer will not demand from the Ministry or from the insured any additional payment if there is a change in the deductible rates in any item.

Emergency evacuation:

31. Aerial emergency evacuation will be handled by the Insurer. The Insurer is responsible for carrying out aerial and/or sea emergency transport, as a result of the insured's illness. The emergency transport will be to a hospital and/or to the airport closest to the hospital to which the insured is referred or transferred, or to the country of origin, or to the country of destination, or to Israel, as applicable, at the sole discretion of the Insurer while updating the Ministry. Emergency evacuation is included in the services specification.

Presentation of information and data:

32. The Insurer undertakes to provide the Supervisor or anyone on his behalf or the Ministry of Finance with all the registers, accounts, receipts, reports, prescriptions, medical records, data, information and/or other documents related to or relating to the provision of medical services to the various insured - hereinafter: the "Information".
33. The Insurer shall furnish the Supervisors the information at any time, upon request, according to the structure of reports to be determined by the Ministry of Finance, at no additional

consideration. The Ministry of Finance may decide to carry out an examination/ control of data, information and documents, at any time. The Insurer will cooperate with the control work according to the Ministry of Finance instructions.

#### Changes in the engagement with the Service Providers:

34. During the Engagement Period, the Insurer may contact the Ministry and request to expand or reduce the various Service Providers. The Ministry will examine the Insurer's requests, and if it deems it appropriate, will approve the request, provided that the engagement with the Ministry continues under the same conditions, without prejudice to the Ministry's rights and/or the rights of the insured. It is hereby clarified that any change in the identity of a Service Provider requires the prior written approval of the Ministry of Finance.
35. In any conflict between Israeli law and local law (the country of service), the Insurer undertakes to provide the insured with the service in accordance with Israeli law.

#### Medical services in other countries:

36. The Ministry of Finance reserves the right to order medical arrangement management services, in accordance with the Israeli Health Care Basket, as specified in the tender, under the same or under conditions more favorable to the holder of the tender, in countries other than those specified in the tender for envoys, EITAN employees and their families to the extent required. It will be clarified that an addition to this service does not constitute a condition for participation in the tender.

## **APPENDIX B - DEDUCTIBLE SPECIFICATIONS**

1. Below is a breakdown of the deductible of each insured, the Insurer will collect the deductible from the insured:

<b>General</b>	<b>The Medical Service Provided</b>	<b>Collection from the employee by The Service Provider under the arrangement (dollar)</b>
<b>Outpatient clinics care</b>	General medical diagnosis	0
	Diagnostic tests (X-ray, ultrasound)	0
	Diagnostic tests (CT, MRI)	0
	Pre-hospitalization tests/ invasive tests	0
	Surgery	0
	Specialist medicine	10
	Anesthesiologist and anesthesia	0
	Radiation/ Chemotherapy/ Hemodialysis	0
	Addiction rehabilitation	10
	Mental/ Nerve Disease	10
<b>Hospitalization</b>	Semi-private room and food provided by hospital	0
	General surgeries	
	Anesthesiologist charges	
	Ancillary charges	
	Diagnostic tests for the hospitalized	
	Specialist treatments of the hospitalized	
	Maternity/ neonatal care	
	Mental / Nerve Disease	
	Addiction rehabilitation	
	Rehabilitation	
	Transplants	
<b>Emergency Room</b>	A visit to the emergency room without a doctor's referral and without hospitalization	100

<b>General</b>	<b>The Medical Service Provided</b>	<b>Collection from the employee by The Service Provider under the arrangement (dollar)</b>
	A visit to the emergency room with a referral to emergency clinics	10
	Ambulance services for emergency	10
	A visit to an emergency room that ends in hospitalization and/or a doctor's referral	0
<b>Physician/ therapist treatment</b>	Office visit - family doctor	0
	Office visit - specialist doctor	10
	Speech therapy/ occupational therapy	10
	Office visit - mental health	10
	Office visit - psychologist	35%
	Doctor's visit - periodic examination - adults	10
	Doctor's visit - child development tests	10
	Allergy shots	5
	Therapeutic injections	5
	Vaccines (according to the practice of the National Health Law in Israel)	0
	Any treatment for the rehabilitation of heart patients	5
	Speech/ breathing therapy	5
	Any physiotherapy treatment	5
	Doctor's visit - fertility treatments	10
<b>Prescription drugs (pharmacy)</b>	Generic drugs	3%
	Branded drug Cannot be exchanged from a generic drug, except when the doctor explicitly states the following note: "Mandatory generic except dispense as written"	

General	The Medical Service Provided	Collection from the employee by The Service Provider under the arrangement (dollar)
	A drug outside the drug basket	
<b>Dental care for children (up to age 18)</b>	Periodic examination by a doctor, which also includes a pair of bite photographs	0
	Routine examination and follow-up as part of medical treatment	
	Counseling and preparation of treatment plans	
	X-rays during treatment	
	Oral hygiene instruction	
	Tartar removal	
	Prevention treatment through local application	
	Sealing grooves and small holes	
	First aid	6
	Reconstructions from amalgam and composite materials	
	Pulp disease treatment in deciduous and permanent dentition (including root canal treatment)	
	Structures - cast and immediate	
	Prefabricated crowns in posterior and anterior teeth	
	Extraction (including surgical extraction)	
	Space saver following an extraction	
	Use of sedation/ laughing gas	
	Dental treatment under anesthesia for children suffering from early childhood cavities (up to age 5 only)	

2. Medical expense that will entail full participation on the part of the employees:
  - 3.1 A medical claim that exceeds the existing eligibility conditions in a National Health Care Basket.
  - 3.2 Payment in respect of the Management Fee as well as payment in respect of the medical claims made during the private leave of the employee and his family members pursuant to section 6.2.3.
3. Deductible by breakdown of employee populations:
  - 4.1 Envoys - according to the table attached in the appendix.
  - 4.2 Members of the envoy's family - according to the table attached in the appendix.
  - 4.3 EITAN employees - according to the table attached in the appendix.
  - 4.4 Members of EITAN employees' family - according to the table attached in the appendix. In addition, after entry into the engagement, the selected Insurer and the Ministry of Finance will determine in the procedures what is the theoretical premium cost, which is the medical cost that the ministry would have to pay to the insurance company if the employee were not insured under a medical management arrangement. The Ministry of Finance will publish in the wages and conditions of service what is the cost that the employee must pay as deductible as part of the theoretical premium.
4. The Ministry of Finance may order the Insurer to change the level of the deductible from time to time in accordance with its decision. If the Ministry of Finance decides to change the level of the deductible (following the Ministry of Health circulars), the Insurer will update the level of the deductible that it collects from the insured accordingly.

## **APPENDIX C - TENDER SUBMISSION FORM**

To  
Tenders Committee  
Ministry of Finance

**Re: Submission of a bid to participate in Central Tender 05/2022 – Medical Services for Employees in Israeli Representative Offices Abroad (Including Envoys, Mission Supporting Israeli Citizens and their Families)**

General:

1. We hereby submit our proposal for the provision of medical services to employees of Israeli Representative Offices abroad, in accordance with the terms of the tender in question, and represent that we have read carefully all the details regarding the medical services, on all the appendices and conditions, and we received all the explanations we requested, regarding the provision of the services and their terms. The terms of the tender and the agreement (and their appendices) are acceptable to us, we abide by them, and we undertake to provide the service accordingly.
2. Below are details about us:  
Name of the Bidder: \_\_\_\_\_.  
Identification number: \_\_\_\_\_.  
Address: \_\_\_\_\_.  
Contact person \_\_\_\_\_ Position \_\_\_\_\_.  
Phone number: \_\_\_\_\_ Mobile: \_\_\_\_\_.  
Fax No.: \_\_\_\_\_.  
E-mail: \_\_\_\_\_.  
Years of experience in the field: \_\_\_\_\_.
3. Attached are the documents and data necessary to prove our compliance with the threshold conditions.
4. Attached is a valid certificate from the Supervisor of Insurance in Israel according to which the Bidder is an insurance company or insurance agent.
5. Regarding a bidder who is a company/ partnership: In accordance with the requirements of section 5.6.2 in the above tender documents (threshold conditions), attached is a confirmation that the company/ partnership has no annual fee obligations for the years preceding the year in which the bid is submitted. For a company only - confirmation that it is not a company in violation of law or that it is on notice before registration as a company in violation of law. For the purpose of proving compliance with the above threshold conditions, attached is an up-to-date company/ partnership printout from the Corporations Authority that can be generated through the Corporations Authority's website, at the address [Taagidim.justice.gov.il](http://Taagidim.justice.gov.il) by clicking on the heading "Generating a company printout".
6. If the Bidder is not an insurance company, it must indicate the insurance company with which it is associated with for the purpose of submitting the services of this tender, as well as attach

a certificate from the insurance company, authorizing it to negotiate with the Ministry on its behalf for MINIMUM ESSENTIAL COVERAGE.

Combination of criteria - quality:

7. **Pursuant to section 9.2.1 of the tender**, data on the number of insured persons must be attached.
- 7.1.1 If there are reinsurers - the names of the reinsurers that meet the requirements: (MEC) \_\_\_\_\_.
- 7.1.2 Number of insured persons as of the date of submission of the bid: \_\_\_\_\_. (Insured in the field of medical insurance abroad). An affidavit on behalf of the Service Provider must be attached accordingly.
8. **Pursuant to section 9.2.2 of the tender**, a detailing is attached regarding the deployment of the medical services offered by us around the world in accordance with the location of Israeli Representative Offices abroad and the focus areas where the envoys and EITAN employees live. The deployment proposed by us constitutes \_\_\_\_\_ (in percentages) in relation to the existing deployment in the United States, Germany and the United Kingdom, required by the Ministry of Finance as specified in Appendix P (the Ministry of Finance may check the accuracy of the data presented by the Bidder and notify the Bidder according to the findings of its examination). It is clarified that the proposed deployment rate is at least 80% or more relative to the existing deployment.
9. **Pursuant to section 9.2.3 of the tender**, a detailing is attached regarding a call center in Hebrew for Israeli insured persons abroad (explanatory notes must be attached in separate pages, describing how the center is staffed, the services included in the center, types of questions and answers that the center can handle, etc. - including any additional details about how the call center operates, content and level of service). In addition, the Bidder will indicate in the table below data concerning the call center as follows:

	<b>Period of activity</b>	<b>Bidder's response</b>
9.1	Maximum response time (in minutes) at all operating times 24/7	
9.2	Number of insured persons receiving service through the call center	
9.3	Number of telephone positions at the call center	
9.4	Details of topics and content available at the call center	

10. **Pursuant to section 9.2.4 of the tender**, the following is a breakdown of our experience in providing medical services in the US 2017 onwards (medical insurance or medical arrangement management, excluding travel insurance):

Numbering	The service client recommends	Period of activity	Number of service recipients abroad	Scope of claims settled each year by us (or by the insurance company associated with us under a contract abroad)	Name of contact person for details, their position and phone number
1					
2					
3					

(A table must be attached to the bid on a separate page according to the above Service Provider).

11. We hereby represent that if questions of clarification were submitted on the tender pursuant to section 13 of the tender documents, we received a response in respect thereof.

Combination of criteria - Price:

12. The proposed discount rate on the prices of medical services is as specified in Appendix D. (We undertake to obtain for the Government Ministry discounts and reductions in the prices of medical services, by arrangements with Service Providers abroad at the rate of the above discounts, at least, for the entire Engagement Period). An Excel file is attached detailing the prices of drugs, treatments and medical services included in the Israeli Health Care Basket (Appendix Q). We guarantee that the prices of the medical services listed in the file are maximum prices.

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

\_\_\_\_\_  
**Bidder's signature**

Attorney Confirmation

I the undersigned \_\_\_\_\_ Advocate, hereby certify that on \_\_\_\_\_ appeared before me at my offices at \_\_\_\_\_ in \_\_\_\_\_ Mr./ Ms. \_\_\_\_\_ who identified himself/ herself by ID no. \_\_\_\_\_ / who is known to me personally, and after I have warned him/ her that he/ she must state the truth and he/ she shall be subject to the penalties under law should he/ she fail to do so, has signed the above affidavit before me.

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

\_\_\_\_\_  
**Stamp and law license no.**

\_\_\_\_\_  
**Lawyer's signature**

## **APPENDIX D - BID FOR MEDICAL SERVICES FOR EMPLOYEES IN OVERSEAS REPRESENTATIVE OFFICES**

1. The bid (Appendix D) shall be submitted in accordance with the provisions of section 8 of the tender. The bid data may not be published in any way or form, such a bid will be disqualified outright.
2. **Pursuant to section 9.2.6 of the tender**, monthly Management Fees must be proposed, which will be fixed and uniform regardless of the Insured's age, sex, number of insured in the arrangement, etc., and as dependent on the continent of the employee's Representative Office only. The quote for Monthly Management fees as detailed above is final and covers all the Insurer's costs, both direct and indirect, including manpower, social benefits, computer expenses, training, operation of a Hebrew call center, operation of a website, travel, flights, overheads, production and submission of reports, control, commissions, subcontractors, fees and profit. The proposed cost of the Management Fees per month in dollars for the management of medical arrangements (including VAT):

<b>Continent (updated list of continent countries in Appendix G)</b>	<b>Management fees in dollars (column for the use of the Bidder)</b>	<b>Weight (see section 9.2.6 above)</b>	<b>Total weighted dollars (column for the Ministry's use)</b>
Australia and Oceania		0.2	
Europe		4.0	
Asia		4.7	
Africa		1.0	
South and Central America		1.2	
North America		2.9	
<b>Total</b>		<b>14</b>	

3. **Pursuant to section 9.2.7 of the tender**, the Insurer must demonstrate the ability to obtain discounts from U.S. Service Providers inside and outside the network. Explanation for entry and calculation:
  - 3.1 The rate of savings obtained in the network providers - the total original cost of the procedures detailed that were entered in Appendix Q must be summed up, this sum will go into the denominator. The total cost of the maximum tariffs entered in Appendix Q (marked in yellow) must be summed up, this sum will go into the numerator. The action should be performed only for the network providers and the percentage received each year from those listed below must be recorded.
  - 3.2 The rate of savings obtained among out-of-network providers - the total original cost of the procedures detailed that were entered in Appendix Q must be summed up, this sum will go into the denominator. The total cost of the maximum tariffs entered in Appendix Q (marked in yellow) must be summed up, this sum will go into the numerator. The action should be performed only for the out-of-network providers and the percentage received each year from those listed below must be recorded.

- 3.3 The total rate of savings - the total original cost of the procedures detailed that were entered in Appendix Q must be summed up, this sum will go into the denominator. The total cost of the maximum tariffs entered in Appendix Q (marked in yellow) must be summed up, this sum will go into the numerator. The action should be performed for all the providers and the percentage received each year from those listed below must be recorded
- 3.4 The total invoices submitted - A dollar amount of the total invoices for which the Insurer was charged before discount, for all U.S. providers.
- 3.5 The total claims payments - A dollar amount of the total payments the Insurer paid for after discount, for all U.S. providers.

<b>Year of activity among providers in the US</b>	<b>The rate of savings obtained in the network providers (Section 3.1)</b>	<b>The rate of savings obtained in the out-of-network providers (Section 3.2)</b>	<b>Total average savings rate among all U.S. providers (Section 3.3)</b>	<b>Total invoices submitted by US providers (Section 3.4)</b>	<b>Total claims payments paid among US providers (Section 3.5)</b>
<b>2019</b>					
<b>2020</b>					
<b>2021</b>					
<b>Total/ average</b>					

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**Date**

**Names of authorized signatories**

**Signature and stamp (for a bidder that is a corporation)**

**APPENDIX E – AGREEMENT FOR THE PROVISION OF MEDICAL SERVICES FOR EMPLOYEES IN ISRAELI REPRESENTATIVE OFFICES ABROAD (INCLUDING ENVOYS, MISSION SUPPORTING ISRAELI CITIZENS AND THEIR FAMILIES)**

Entered into and signed on \_\_\_\_\_ of \_\_\_\_\_ month \_\_\_\_\_ year \_\_\_\_\_

By and between

The Ministry of Finance, by Senior Deputy Accountant General, Director of the Wages and Terms of Service and Pensions Division (hereinafter: the "Ministry")

Of the first part

And between

Name: \_\_\_\_\_ Authorized Dealer/ Company/ ID Number \_\_\_\_\_

Address \_\_\_\_\_ (hereinafter: the "Supplier"/ "Insurer")

Of the second part

- Whereas the Insurer was selected in Central Tender 05/2022 published by the Ministry for the provision of medical services to employees in Israeli Representative Offices abroad (including envoys, mission supporting Israeli citizens and their families) for all government ministries. The tender booklet and a description of the services required in its framework, as well as additional documents that will be added to the tender booklet by the Insurer and/or by the Ministry during the submission and examination of bids, are attached as an appendix to this contract and form an integral part thereof. And
- Whereas the Insurer represents that it has the qualifications, skill, means, equipment, licenses, permits, knowledge and experience (including concluding agreements with subcontractors and reinsurers as required), required for the performance of the services as described in this contract, and wishes to perform the required services at an excellent level in a manner, on the dates and under the terms as specified in this contract. And
- Whereas the Insurer undertakes and hereby represents that with regard to this contract its status and the status of the employees/ suppliers on its behalf is as that of an independent external supplier for all intents and purposes and that there is no employee-employer relationship between it and the Ministry, and it has and will have no right towards the Ministry and/or anyone on its behalf, except for the right to consideration for the services to be provided, as defined in this contract.

Now therefore it has been agreed between the parties as follows:

1. The preamble to this contract constitutes an integral part thereof.

2. Everything stated in this contract in the singular also applies in the plural, and vice versa, when there is no other intention implied from the context.

#### The Engagement Period:

3. The engagement agreement will be valid from the date of signature of the Ministry's authorized signatories for 5 years. The exercise of the engagement for the first time is conditional on the approval of the Ministry's Tenders Committee and the issuance of a signed order from the Ministry to the Supplier.
4. The Ministry has the option to extend the agreement for an additional 3 years (hereinafter: the "**Option**"). The exercise of the option is subject to the approval of the Ministry's Tenders Committee. The engagement agreement on all its terms will also apply for the period in which the Option is exercised to the extent that it is exercised.
5. The Ministry will have the right to terminate the engagement the subject of this contract, as stated in sections 21 to 25 below. The authority to terminate the contract earlier than planned is with the Ministry only. The Insurer will not be able to terminate the engagement at an earlier time.

#### The Supervisors:

6. The Insurer will operate in accordance with the instructions of the Ministry of Finance and will forward to it regular reports on its progress in providing the services, and will also submit summary reports to the Supervisors on a monthly, quarterly and annual basis.
7. The Insurer shall submit regular reports to the Ministry on behalf of which the employees are posted, in accordance with the terms of the tender, summary reports on a monthly basis.

#### Scope of the engagement:

8. The Insurer will provide the service to the Insured, including the state envoys, EITAN (mission supporting Israeli citizens) and their families in Israeli Representative Offices abroad. An estimate of the number of insured as of 2021 as detailed in Appendix G is enclosed herein.
9. The service will be provided in accordance with the actual number of insured persons each month (the Insurer will receive new insured persons and remove insured persons who have completed the post/ left the Representative Office country, etc. - in accordance with the Supervisor's instructions).
10. The number of insured persons is updated from time to time in accordance with the number of envoys at each Representative Office, appointment of new envoys, termination of office, change in workforce, etc. The Ministry does not guarantee to the Insurer what the scope of the insured persons will be each month. The Ministry does not commit to a minimum amount of insured persons. The Insurer will have no claim or demand against the Ministry if the number of insured persons is less than the number it expected.
11. The Insurer undertakes to provide the full medical service, to all the insured wherever they are, at a uniform price, without conditioning or limitation due to a previous medical condition, and without any qualifying period and/or waiting period throughout the agreement period. Services under the responsibility of the Insurer.
12. The insurer will provide the insured persons with medical services abroad at a level consistent with the Israeli Health Care Basket, within the framework of the National Health Insurance Law (at least).
13. Description of the medical services to be provided under the responsibility of the Insurer - as detailed in Appendix A enclosed herein.

14. The deductible rate of the insured persons in any medical service they receive from the Insurer - as specified in Appendix B enclosed herein (Deductible Specification).
15. The Insurer undertakes a deployment of medical services (doctors, hospitals, laboratories, pharmacies, various medical providers, etc.) in a manner that covers all the required areas in accordance with the guidelines in Appendix A enclosed herein (including in terms of number of providers, types of medical services, distance from the insured persons' place of residence, level of availability, professional level, reputation, etc.), hereinafter: the "**Services**".

The consideration:

16. The consideration that the Ministry will pay to the Insurer will include the direct cost of the medical services provided to the insured persons (reimbursement of net direct expenses, without commissions/ overheads or any income to the Insurer and net of deductibles collected from the insured persons), plus monthly management fees.
17. The management fees will be calculated in terms of the insured person per month: a fixed and uniform cost per person, regardless of the insured's age, gender, number of insured persons in the arrangement, etc., as well as depending on the continent of the Representative Office. Cost of monthly management fees (see Appendix D to the tender):

<b>Continent (updated list of continent countries in Appendix G of the tender)</b>	<b>Management fees in dollars</b>
Australia and Oceania	
Europe	
Asia	
Africa	
South and Central America	
North America	

18. The base index for the purpose of updating the management fees as of the date of signing the agreement is \_\_\_\_\_. The management fees will be updated at the beginning of each year (January 1) in accordance with the relevant index for that date, with the written approval of the Ministry of Finance for the update.
19. The payments to the Insurer for the medical services (including the management fees) will be transferred by the Ministry in NIS to the Insurer's bank account in Israel. The payment will be calculated according to the dollar exchange rate at the date of issue of the invoice. VAT will be charged as prescribed by law.
20. The quote for monthly management fees specified in Appendix D enclosed herein is final, relevant to the date of signing the agreement (without linkage) and covers all the Insurer's costs, both direct and indirect, including manpower, social benefits, computer expenses, training, operation of a Hebrew call center, operation of a website, travel, flights, overheads, production and submission of reports, control, commissions, subcontractors, fees and profit.
21. In addition to the payment of monthly management fees, the Ministry may purchase in the future from the Insurer (for an additional fee) "STOPLOSS" insurance services after gaining experience in claims under the management arrangement, for the purpose of limiting the annual expenditure on medical services for the individual (annual expenditure cap) and/or on

a cumulative level for the whole group. The Ministry does not undertake to order this service from the Insurer.

Submittal of a payment demand:

22. The Ministry will pay the Insurer the consideration in NIS, as follows:
- 22.1. Payment of management fees – up to the 10<sup>th</sup> of each month, the Insurer will issue the Ministry a payment demand for the management fees for the past month. The demand will be calculated in accordance with the number of insured persons included in the arrangement in the past month, multiplied by the rate of the management fee per person (in accordance with the rate set in the tender – see Appendix D). An insured who is included in the arrangement for a period of less than a month, the payment in respect thereof will be calculated proportionally (for example 2/3 of a month, etc.). The payment demand for the management fees will be examined by the "Overseas Medical Service Trustees" and by the Finance Division in accordance with the Insured workforce and the approved rates, in the event it is found to be suitable it will be transferred to payment. Payment for monthly management fees will be transferred to the Insured pursuant to the Payment Ethics Law, 5777-2017 as detailed in the "Payment dates" provision of the Finance and Economy Regulations (attached, Appendix K).
- 22.2. Reimbursement of direct expenses for actual medical services – up to the 10<sup>th</sup> of each month, the Insurer will issue the Ministry a payment demand once a month presenting the direct medical expenses at the individual level (summary of expenses for medical services actually provided to insured persons in the past month, according to a detailing of every medical procedure net of deductibles collected from the insured). The Ministry may demand the Insurer to update the structure and content of the report at its discretion. The payment demand for reimbursement of expenses will be examined by a representative of the relevant ministry (the "Medical Insurance Trustee") and by the Finance Department, and in the event it is found to be suitable it will be transferred to payment. Payment for reimbursement of expenses will be transferred to the Insured pursuant to the Payment Ethics Law, 5777-2017 as detailed in the "Payment dates" provision of the Finance and Economy Regulations (attached, Appendix K). The Ministry may contact the Insurer at any time and demand explanations/ completion of data/ presentation of documents, etc., so as to inquire into the payment demand (the inquiry can be made even after the Ministry has transferred the payment to the Insurer). In the event that the Ministry finds that the claim filed by the Insurer includes any overcharging, the Ministry will contact the Insurer with a demand to amend the claim or return funds or alternatively notify the Insurer of its intention to offset any amount from subsequent payments.
- 22.3. Along with the invoices to be submitted each month the Insurer must send two Excel documents – one detailing the management fees invoice per person and the other detailing the medical procedures performed and charged (after employee deductible) as detailed in section 6 of the tender:
- 22.3.1. Management fees sheet.
- 22.3.2. Claims in respect of medical procedures performed and charged sheet.
- 22.3.3. The Insurer recognizes that the Ministry of Finance may request a change in the table as it sees fit.

Termination of the engagement:

23. During the contract period and its extensions, if any, the Ministry alone will be allowed to shorten the Engagement Period and bring this contract to an early termination with 90 days' notice in writing delivered by registered mail or hand delivery, and the Service Provider will have no demand or claim against the Ministry with respect to its decision under this section.

In such case, the Service Provider shall not be entitled to any compensation or payment from the Ministry (other than entitlement to consideration for services it has actually provided to the Ministry as directed by the Supervisor and to his satisfaction).

24. Upon termination of the engagement, the Insurer will continue to handle open cases under the terms and conditions set forth in Appendix A above, sections 29-28 (should it be requested to do so by the Supervisor).
25. The Ministry may, in the event of termination of the engagement as stated above, enter into an agreement with another insurer at its sole discretion and the Insurer shall not have any right to object to this. In this case, the Insurer will hand over its duties in an orderly manner to its successor. In any case of the end or termination of the engagement, the Insurer shall forward to the Ministry within one week (or to any other party as directed by the Ministry), the data, documents, information, reports, records and any other relevant material related to the provision of the services.
26. In the event the Insurer violated the provisions of the contract, and terminated the provision of its services unilaterally and/or did not provide the service to the Ministry according to the agreement and the agreement was canceled due to the violation, the Ministry is entitled, without proof of damage, to receive from the Insurer damages of up to NIS 150,000 + VAT.
27. The provisions of this chapter do not detract from the Ministry's right to receive from the Insurer additional compensation for damage caused due to the breach of contract by the Insurer, in any way as the Ministry deems appropriate.

No exclusivity:

28. The Insurer shall not have the exclusive right to provide medical insurance services to the Ministry and the Ministry may order services of the type covered by this contract, and of any other type, from any other entity, and the Ministry may refrain from requesting the Insurer or any other entity at all, and perform these services itself, all at the Ministry's absolute discretion.
29. The Ministry reserves the right to employ, according to its needs and at its discretion, other Service Providers and/or other companies and/or any other individuals to receive other complementary and/or alternative services to the services defined in this contract, and the Service Provider will have no right to object.

No employment relationship:

30. It is hereby clarified and agreed that there will be no employment relationship between the Ministry and the Insurer and/or any of the Insurer's employees/ agents, and that the Ministry's right to supervise, guide, or instruct the Insurer and its employees/ agents, given under the provisions of this contract, may not be deemed as the existence of any employment relationship.
31. For the avoidance of doubt, it will be clarified that the Insurer and/or anyone on its behalf will not be involved in determining the Ministry's policy and will not give instructions to the Ministry's employees, except through the Supervisor.
32. For the avoidance of doubt, should it be determined otherwise than the aforesaid in section 30 above, for any reason, by a competent authority, and the Ministry is charged in respect of this determination, then the Insurer shall immediately indemnify the Ministry for any amount the Ministry will owe. It is further agreed here that in the event a claim is filed against the Ministry of Finance on grounds of an employment relationship, then the Ministry will notify the Insurer within two weeks of receiving the claim and will terminate the engagement with the Insurer.

33. It is agreed between the parties that if a court and/or the Labor Court or any other competent body decides otherwise, despite the parties' explicit intention, due to a claim and/or the initiation of legal action by the Insurer and/or anyone on its behalf, the Insurer shall indemnify the Ministry for any expense and/or damage caused to it as a result. The Insurer irrevocably undertakes to pay and/or compensate the Ministry, immediately upon its first demand for any amount that the Ministry will be required to due to any obligation imposed on the Ministry, including attorney's fees and legal expenses, based on the determination that the factual and/or legal situation is different than the statements in this section.
34. Without derogating from the above, to the extent that it is determined in the future, by any competent body, due to a claim and/or the initiation of legal action by the Insurer or anyone on its behalf against the Ministry, that during the period of effect of this agreement there was an employee-employer relationship between the Insurer or anyone on its behalf and the Ministry and that the Ministry must pay wages and other benefits required under any law, the parties agree that all payments received by the Insurer or anyone on its behalf under this agreement will be subject to recalculation of the amounts the Ministry had to pay to the supplier or anyone on its behalf as an employee according to a salary equal to 50% of the consideration received by the Insurer or anyone on its behalf as specified above, and that any excess amount received by the Insurer will be refunded by it immediately upon receipt of the demand, when it is linked to the consumer price index and bears annual interest at the rate as prescribed in the Adjudication of Interest and Linkage Law.
35. Without prejudice to the representations and obligations of the Insurer as stated above, the Insurer undertakes that if a court or competent body decides that during the period of effect of this agreement there existed between the Insurer or anyone on its behalf and the Ministry an employee-employer relationship and that the Ministry must pay wages and additional benefits as required by law, then any amount and/or payment that the Insurer shall receive due to such determination will be considered a debt of the Insurer to the Ministry and the Ministry will be entitled to deduct it from any amount owed to the supplier, including from wages and severance pay.
36. The parties expressly represent and agree that the provisions of this chapter shall apply throughout the term of the agreement and thereafter.

Undertaking to compliance with labor laws:

37. During the Engagement Period under this contract the Insurer undertakes to uphold, with respect to its employees, the provisions of labor law including the provisions of the laws listed in section 36 below, with the regulations, labor court case law, as well as the provisions of general collective agreements between the General Organizations Coordinating Bureau and the Histadrut, or any collective agreement that is in effect in this sector, or as these agreements will be amended including extension orders issued under these agreements.
38. As stated above, the Insurer must comply with all relevant labor laws including:
- 38.1 Accidents and Occupational Diseases (Notification) Ordinance, 1945;
  - 38.2 Safety at Work Ordinance, 1946;
  - 38.3 Discharged Soldiers (Reinstatement in Employment), 5709-1949;
  - 38.4 Hours of Work and Rest Law, 5711-1951;
  - 38.5 Annual Leave Law, 5711-1951;
  - 38.6 Apprenticeship Law, 5713-1953;
  - 38.7 Youth Labor Law, 5713-1953;

- 38.8 Employment of Woman Law, 5714-1954;
- 38.9 Labor Inspection Organization Law, 5734-1954;
- 38.10 Wage Protection Law, 5718-1958;
- 38.11 Employment Service Law, 5719-1959;
- 38.12 Emergency Labor Service Law, 5727-1967;
- 38.13 National Insurance Law (Consolidated version), 5755-1995;
- 38.14 Collective Agreement Law, 5717-1957;
- 38.15 Minimum Wage Law, 5747-1987;
- 38.16 Employment (Equal Opportunities) Law, 5748-1988;
- 38.17 Foreign Workers (Prohibition of Unlawful Employment ) Law, 5751-1991;
- 38.18 Employment of Employees by Manpower Contractors Law 5756-1996;
- 38.19 Chapter D of the Equal Rights for Persons with Disabilities Law, 5758-1998;
- 38.20 Section 8 of the Prevention of Sexual Harassment Law, 5758-1998;
- 38.21 Collective Agreements Law, 5717-1957;
- 38.22 Prior Notice for Dismissal and Resignation Law, 5761-2001;
- 38.23 Section 29 of the Genetic Information Law, 5761-2000;
- 38.24 Notice to an Employee (Terms of Employment) Law, 5762-2002;
- 38.25 Protection of Workers in a State of Emergency Law, 5766-2006;
- 38.26 Section 5A of the Protection of Employees (Exposure of Offenses, of Unethical Conduct and of Improper Administration) Law 5757-1997.

Confidentiality:

- 39. The Insurer and anyone on its behalf, undertake to maintain complete and absolute confidentiality with regard to any information and/or document that reaches to them following the fulfillment of the provisions of this contract, both during the contract period and after its termination, whatever the reason for the termination of the contract (Appendix H to the Undertaking to Maintain Confidentiality, when signed by the insurer is enclosed herein).
- 40. The Insurer undertakes to exclusively employ for the purpose of providing the service, and/or for the purpose of performing all services arising out of or involved therein, employees who have signed the undertaking form which constitutes a confidentiality statement in the form attached to this contract as Appendix H according to which they will undertake to maintain confidentiality, not to transfer, not to notify, not to furnish or to inform any person of information that may reach them in the course of or in connection with the provision of medical arrangements services or by virtue or during or in connection with their provision, before their provision, or thereafter or in connection with the performance of this contract. Employees of the Service Provider will represent before it that failure to fulfill an obligation under this declaration constitutes an offense under Section 118 of the Penal Law, 5737-1977.
- 41. Anyone violating the provisions of this section will be subject to legal action and will be fined by the Ministry. The Ministry will also be entitled to sue the violator of this provision for any damage and for any amount it deems appropriate. The Insurer and/or those on its behalf declare and undertake that they, or corporations associated with them, are not and will refrain from being in a situation of conflict of interest between the provision of their services under this contract and their other occupations. The insurer and/or anyone on its behalf will avoid

such conflict of interest for the entire period of the contract and for a period of one year after its termination.

42. If during the contract period with the Insurer it becomes clear that there is a conflict of interest in unforeseen situations, the Insurer will immediately inform the Supervisor of the concern of its being in a conflict of interest. The Insurer will do everything necessary to avoid a situation of conflict of interest, including refraining from participating in discussions concerning the area of conflict of interest (including transferring the handling of the matter to another employee, if required by the Supervisor).
43. If it turns out that there is a permanent conflict of interest in a key matter in which the Insurer submits services to the Ministry, the Ministry will consider the continuation of the contract with the Insurer and the matter will be brought before the Tenders Committee. Attached to this agreement is the signature of the Insurer and/or anyone on its behalf on Appendix I regarding their avoidance of a conflict of interest.

#### Intellectual Property:

44. In performing the services under this contract the Insurer shall not infringe any intellectual property right, including copyright, of any party. If such rights have been violated, the Insurer will be solely responsible for this violation. If the Ministry and/or its employees and/or its agents and/or anyone acting on its behalf are sued for damage caused as a result of the above, the Insurer will be required to settle the claim against them or pay any amount that will be awarded against them and/or against any of them by a court in a final judgment. The Insurer will indemnify the Ministry for all expenses and damages caused to it due to the aforementioned violation or violations. This section will be in effect even after the end of this contract period and will continue to apply indefinitely. Any material of any kind, including photographs, documents, files etc. which the Insurer acquired for the purpose of performing the services for which the Ministry has paid, or was required to pay, will be the property of the Ministry and the Insurer must transfer them to the Ministry immediately upon termination of their use for the purpose of providing the services.
45. Upon receipt of reports and information from the Insurer, the Ministry may make any use of them as it sees fit, without the Ministry being required to obtain permission from the Insurer and without the Ministry being required to pay the Insurer consideration/ compensation/ reimbursement of expenses for the data received.

#### Liability:

46. The Insurer shall be fully and completely liable for any and all damages, without exception, including and without prejudice to the generality of the above, defamation damages caused to the Ministry and/or its employees and/or its agents and/or to anyone acting on its behalf and/or to any other person, due to the act or omission of the Insurer and/or its employees and/or its agents and/or anyone on its behalf in connection and in everything arising, directly or indirectly, from the performance of the Insurer's obligations under this contract. The Insurer will compensate the Ministry and/or the injured party (ies) as applicable, for all the damages due to them. The Insurer completely and in advance releases the Ministry and/or its employees and/or its agents and/or anyone on its behalf from any responsibility and liability for any such damage that occurred as a result of the preamble to this section, to any person, for any cause.
47. The Insurer is liable to the Ministry of Finance for damages caused by the act and/or omission of the Insurer and/or its employees and/or agents and/or anyone acting on its behalf to any employee or other person employed in its service and/or directly or indirectly related to the performance of the Insurer's obligations under this contract. If the Ministry and/or its employees and/or its agents and/or anyone acting on its behalf is sued for damages caused as a result of the above, the Insurer will have to settle the claim against them or pay any

amount that will be awarded against them and/or against any of them by a court in a final judgment.

48. The Insurer exempts the Ministry and/or its employees and/or anyone on their behalf completely and in advance from any liability for any damage and against any claim or demand as stated in the above sections, and it undertakes to pay in full in respect of liability imposed on it and/or any amount it will be required to pay for an event where the liability in respect thereof rests with the Insurer as stated above, including legal expenses and attorney's fees. The Ministry must notify the Insurer of any such claim and allow it to defend itself against it.
49. For the avoidance of doubt, the Insurer is not liable for cases of damage as a result of medical services to be provided to the Insured such as cases of "medical malpractice" etc.

Assignment of the contract:

50. The Insurer may not assign to another the contract or part thereof, nor may it transfer or deliver to another any right under the contract, unless with the prior written consent of the Supervisors and authorized signatories (including prior approval of the Tenders Committee at the Ministry of Finance).
51. In any case of change of ownership or address the Insurer must notify the Supervisors in writing immediately, without delay. In the event of a change of ownership, the Ministry may continue the contract with the new owner of the Insurer, provided the terms of the tender and the agreement are fully maintained, and the terms are the same as the original engagement. Alternatively, the Ministry may decide to terminate the engagement with the Insurer immediately, if the Ministry finds that the terms of the engagement (following a change of ownership with the Insurer) are not the same as the original engagement.

Guarantee for fulfilment of the contract:

52. Prior to the commencement of the engagement, and as a condition for the Ministry's signature on the agreement with the Insurer, the Insurer will be required to deposit with the Ministry a performance guarantee (agreement guarantee) in the amount of 5% of the annual engagement value for the representation fee (estimated amount of insured multiplied by the proposed average management fees multiplied by 5%) including VAT, as a condition for beginning of the activity. The guarantee will be valid for at least 26 months. The guarantee will be linked to the consumer price index known as of the date of issuance of the guarantee. The wording of the guarantee is as detailed in Appendix J enclosed herein (guarantee on behalf of an Israeli bank or an Israeli insurance company).
53. The Insurer will be required to extend the validity of the guarantee each year in accordance with the dates of renewal and extension of the engagement.
54. The Ministry may forfeit the guarantee in cases such as: the Insurer was negligent in providing the service/ the Insurer did not meet the terms of the agreement/ the Insurer caused damage to the Ministry in its conduct/ the Insurer provided partial service/ missing service not in accordance with the provisions of the tender and the agreement and so on. The amount of the guarantee does not limit the Ministry from demanding from the Insurer additional compensation or reimbursement, in the event that the Ministry believes that the Insurer caused damage to the Ministry, directly or indirectly, as a result of its conduct.
55. The forfeiture of the guarantee will be in accordance with the decision of the Ministry's Tenders Committee.

Convention on Combating Bribery:

56. In accordance with the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, which Israel is a party to, and in light of its associated obligations:
- 56.1 Bribery of a foreign public official is prohibited under section 291A of the Penal Law, 5737-1977. Under the section, offering or bribing a foreign public official for an action related to their job, in order to obtain, secure or promote business activity or another advantage regarding business activity, constitutes an offense. This includes, among other things, offering or bribing a foreign public official through intermediaries.
- 56.2 The Insurer will do its best to raise awareness of this offense among its employees, agents, contractors or anyone on its behalf. The advisor hereby declares that he has not previously been convicted of bribery of a foreign public official. A conviction for bribery of a foreign public official will constitute grounds for terminating the contract.

General:

57. The exclusive jurisdiction with respect to this agreement shall be vested with the competent court in Jerusalem.
58. The Ministry may offset any amount due to the supplier under this contract against any amount due to the Ministry from the Insurer.
59. The parties agree that a registered letter sent by one party to this contract to another, or the delivery of such letter by hand, shall be deemed to have reached its destination upon the lapsing of 48 hours from the time of delivery by mail, or at the time of delivery by hand.

The parties' addresses for the purpose of this contract are:

Ministry of Finance: Kaplan 1, Jerusalem.

The Insurer: \_\_\_\_\_

In witness whereof, the parties have hereunto set their hands

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**Senior Deputy  
Accountant General,  
Director of the Wages  
and Terms of Service  
and Pensions Division**

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**The Ministry Accountant**

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**The Insurer**

**APPENDIX F - ABSENCE OF CONVICTIONS REGARDING LAWFUL EMPLOYMENT  
OF FOREIGN WORKERS AND PAYMENT OF MINIMUM WAGES (FINANCE AND  
ECONOMY REGULATIONS FORM 7.4.1.2.1.I)**

I \_\_\_\_\_ the undersigned, ID No. \_\_\_\_\_ after being cautioned to tell the truth and that I can expect to incur the penalties prescribed by law should I not do so, hereby make the following declaration:

I give this affidavit in the name of \_\_\_\_\_ which is the Bidder (hereinafter: the "**Bidder**") who wishes to enter into an engagement with the publisher of tender No. \_\_\_\_\_ for the provision of \_\_\_\_\_ for \_\_\_\_\_. I declare that I am authorized to give this affidavit on behalf of the Bidder.

In this affidavit, the meaning of the term "**affiliated**" is as defined in Section 2B of the Public Entity Transactions Law, 5736-1976 (hereinafter: the "**Public Entity Transactions Law**"). I confirm that this meaning was explained to me, and I understand it. The meaning of the term "**offense**" - an offense under the Foreign Workers (Prohibition of Unlawful Employment and Assurance of Fair Conditions) Law, 5751-1991 or under the Minimum Wage Law, 5747-1987, and in the case of transactions for the receipt of service as defined in Section 2 of the Law for Increased Enforcement of Labor Laws, 5772-2011, also a violation of the provisions of the legislation enumerated in the Third Schedule to that law.

The Bidder is a corporation registered in Israel.

(Mark X in the appropriate box)

- The Bidder and those affiliated with it have **not been convicted** if more than two offenses proposal submission deadline (hereinafter: the "**Submission Deadline**") on behalf of the Bidder in engagement number \_\_\_\_\_ for the provision of \_\_\_\_\_ for \_\_\_\_\_ under.
- The Bidder and those affiliated with it **have been convicted** in a judgment of more than two offenses and at least **one year has passed** from the last conviction and the Submission Deadline.
- The Bidder and those affiliated with it **have been convicted** in a judgment of more than two offenses and at least **one year has not passed** from the last conviction and the Submission Deadline

This is my name, followed by my signature and the contents of my affidavit above are the truth.

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Signature and stamp**

### Attorney Confirmation

I the undersigned \_\_\_\_\_ Advocate, hereby certify that on \_\_\_\_\_ appeared before me at my offices at \_\_\_\_\_ in \_\_\_\_\_ Mr./ Ms. \_\_\_\_\_ who identified himself/ herself by ID no. \_\_\_\_\_/ who is known to me personally, and after I have warned him/ her that he/ she must state the truth and he/ she shall be subject to the penalties under law should he/ she fail to do so, has signed the above affidavit before me.

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**Date**

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**License no.**

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**Stamp and signature**

## **APPENDIX G – ESTIMATED NUMBER OF INSURED PERSONS AS OF JANUARY 2022**

1. The insured persons population includes Israeli workers employed by Israeli Representative Offices abroad - state envoys, EITAN employees and their families, who are on a long-term mission (over 6 months).
2. The following is the estimated number of insured persons as of January 2022 (breakdown according to ministries will be provided separately to the Insurer):

<b>Continent</b>	<b>Country in the Continent - English</b>	<b>Estimated number of people in the country</b>
Australia and Oceania	Australia	27
Australia and Oceania	New Zealand	10
Europe	Albania	9
Europe	Austria	73
Europe	Azerbaijan	29
Europe	Belarus	12
Europe	Belgium	109
Europe	Bulgaria	16
Europe	Croatia	10
Europe	Czech Republic	30
Europe	Denmark	13
Europe	Finland	7
Europe	France	112
Europe	Georgia	13
Europe	Germany	253
Europe	Greece	31
Europe	Hungary	12
Europe	Irish Republic	11
Europe	Italy	87
Europe	Latvia	11
Europe	Lithuania	7
Europe	Moldova	4
Europe	Netherlands	44
Europe	Norway	13
Europe	Poland	28

<b>Continent</b>	<b>Country in the Continent - English</b>	<b>Estimated number of people in the country</b>
Europe	Portugal	13
Europe	Romania	20
Europe	Serbia	11
Europe	Slovakia	8
Europe	Slovenia	0
Europe	Spain	48
Europe	Sweden	21
Europe	Switzerland	44
Europe	Ukraine	70
Europe	United Kingdom	80
Asia	Bahrain	10
Asia	Cameroon	6
Asia	China	121
Asia	Cyprus	17
Asia	Hong Kong	17
Asia	India	144
Asia	Japan	28
Asia	Jordan	47
Asia	Kazakhstan	11
Asia	Myanmar	9
Asia	Nepal	8
Asia	Philippines	24
Asia	Russia	94
Asia	Korea Republic	22
Asia	Singapore	79
Asia	Taiwan	16
Asia	Thailand	99
Asia	Turkey	35
Asia	Turkmenistan	7
Asia	United Arab Emirates	40
Asia	Uzbekistan	9
Asia	Vietnam	21
Africa	Angola	7

<b>Continent</b>	<b>Country in the Continent - English</b>	<b>Estimated number of people in the country</b>
Africa	Dominican Republic	11
Africa	Egypt	8
Africa	Eritrea	1
Africa	Ethiopia	16
Africa	Ghana	14
Africa	Cote d'Ivoire	8
Africa	Kenya	26
Africa	Morocco	18
Africa	Nigeria	14
Africa	Rwanda	3
Africa	Senegal	11
Africa	South Africa	23
Africa	Zimbabwe	0
Central and South America	Argentina	26
Central and South America	Brazil	42
Central and South America	Chile	24
Central and South America	Colombia	32
Central and South America	Costa Rica	8
Central and South America	Ecuador	10
Central and South America	Guatemala	8
Central and South America	Honduras	4
Central and South America	Mexico	25
Central and South America	Panama	15
Central and South America	Paraguay	4
Central and South America	Peru	15
Central and South America	Uruguay	10
North America	Canada	63
North America	United States of America	906

Total estimate
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3481
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3. These data are meant to present the size of the insured persons' population in the above period, but the Ministry does not undertake to order services from the Insurer in the future in

any minimal scope. The Ministry may reduce or expand the insured persons' population at any time, and the Insurer shall have no claim or demand in the matter.

4. The rate for management fees and monthly insurance fees will be uniform and fixed regardless of the number of insured persons, the gender of the insured, age, etc.

**APPENDIX H - WORDING OF UNDERTAKING TO MAINTAIN CONFIDENTIALITY**  
**(FINANCE AND ECONOMY REGULATIONS FORM 7.4.6.2.I)**

(Signed by the Bidder's authorized signatories when submitting the bid for the tender)

**Statement Regarding Maintaining Confidentiality**

Entered into and signed on \_\_\_\_\_ of \_\_\_\_\_ month \_\_\_\_\_ year \_\_\_\_\_

By \_\_\_\_\_ ID no. \_\_\_\_\_ of \_\_\_\_\_

- Whereas the Government of Israel on behalf of the State of Israel receives the services/ goods as defined below; And
- Whereas I am employed in connection with the provision of services/ supply of goods; And
- Whereas I may be exposed to professional secrets which the State of Israel wished to protect;

Therefore, I undertake towards the State of Israel as follows:

1. Definitions

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

- 1.1 **"Services/ Goods"** - the definition will be completed for each tender as needed. Central tender 05/2022 Medical Services for Employees in Israeli Representative Offices Abroad (Including Envoys, Mission Supporting Israeli Citizens and their Families).
- 1.2 **"Employee"** - any of the contractor's employees through whom the services will be provided to the client.
- 1.3 **"Information"** - any information, know-how, report, document, correspondence, plan, data, model, opinion, conclusion and anything else etc. related to or pertaining to the provision of services/ supply of goods whether in writing or orally, in any form or way of preserving information in an electrical, electronic, optical, magnetic or other form.
- 1.4 **"Trade Secrets"** - any information that reaches the contractor or employee in connection with the provision of services/ supply of goods, whether received during or after the provision of services/ supply of goods, including and without prejudice to the generality of the above: information provided by the client, any other party or someone on their behalf.

2. Maintaining confidentiality

- 2.1 I undertake to keep the Information or Trade Secrets in complete confidentiality and use them solely for the purpose of providing the services/ supply of the goods the subject of this tender. For the avoidance of doubt, and without prejudice to the generality of the aforesaid, I undertake not to publish, transfer, inform, disclose or bring to the attention of any person the Information or Trade Secrets.
- 2.2 I represent that I am aware that failure to fulfill my obligations constitutes an offense under Chapter 7 (State Security, Foreign Relations and Official Secrets) of the Penal Law, 5737-1977. I represent that I am aware that disclosure of personal information

that reaches me, to an entity not authorized to receive it, may constitute an infringement of a person's privacy, an offense for which I may be prosecuted under Section 5 of the Protection of Privacy Law, 5741-1981.

3. In witness whereof, I have hereunto set my hand \_\_\_\_\_

**APPENDIX I - WORDING OF UNDERTAKING TO AVOID CONFLICT OF INTERESTS (FINANCE AND ECONOMY REGULATIONS FORM 7.4.6.3.I)**

(Signed by the Bidder's authorized signatories when submitting the bid for the tender)

**Undertaking Regarding the Avoidance of Conflict of Interests**

Entered into and signed on \_\_\_\_\_ of \_\_\_\_\_ month \_\_\_\_\_ year \_\_\_\_\_

By \_\_\_\_\_ ID no. \_\_\_\_\_ of \_\_\_\_\_

- Whereas the Government of Israel on behalf of the State of Israel receives the services/ goods as defined below; And
- Whereas I am employed in connection with the provision of services/ supply of goods; And
- Whereas I may be in a state of conflict of interest within the framework of the provision of services/ supply of goods and thereafter;

Therefore, I undertake towards the State of Israel as follows:

1. Definitions

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

- 1.1 "**Services/ Goods**" - the definition will be completed for each tender as needed. Central tender 05/2022 Medical Services for Employees in Israeli Representative Offices Abroad (Including Envoys, Mission Supporting Israeli Citizens and their Families).
- 1.2 "**Employee**" - any of the contractor's employees through whom the services will be provided to the client.
- 1.3 "**Information**" - any information, know-how, report, document, correspondence, plan, data, model, opinion, conclusion and anything else etc. related to or pertaining to the provision of services/ supply of goods whether in writing or orally, in any form or way of preserving information in an electrical, electronic, optical, magnetic or other form.
- 1.4 "**Trade Secrets**" - any information that reaches the contractor or employee in connection with the provision of services/ supply of goods, whether received during or after the provision of services/ supply of goods, including and without prejudice to the generality of the above: information provided by the client, any other party or someone on their behalf.

2. I hereby represent and undertake that I do not have and will not have, during the period of provision of the service/ supply of goods, and for three months from the end of this period, a conflict of interest of any kind with any interested parties with regards to the subject of the referral, unless the relevant committee (the Foreign Ministry Tenders Committee concerning the tender for medical services coordinators for envoys, Eitan and family members employed by Israeli Representative Offices in the United States), confirmed in writing, after the facts were presented to it, that these facts do not constitute a conflict of interest or if there is a conflict of interest it is a minor conflict of interests that has no effect on the services the subject of the tender.

3. I represent and undertake not to represent or act on behalf of any party in the field of the services/ goods the subject of the provision of services/ supply of goods, except on behalf of the client, during the period of provision of the service/ supply of goods between the parties and three months thereafter, unless prior written approval from the client has been received to do so.
4. I undertake to notify the client immediately of any data or situation in which I may be in a state of conflict of interest as soon as I become aware of the said data or situation.
5. I represent and undertake to notify the client in advance of any intention, to contact any party as stated in sections 2-3 below, contrary to my obligations in these sections, and to act in accordance with its instructions in the matter. The client may refuse to approve such an engagement or give me other instructions that will ensure the absence of a conflict of interest, and I undertake that I will act in accordance with these instructions, in this context.
6. In witness whereof, I have hereunto set my hand \_\_\_\_\_

**APPENDIX J - WORDING OF THE LETTER OF GUARANTEE FOR THE FULFILLMENT OF THE TERMS OF THE CONTRACT (PERFORMANCE GUARANTEE)**

(Will be given by the winner only as a condition for the client signing the contract)

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

Name of the banking institution: \_\_\_\_\_

To

The Ministry of Finance

Dear Sir/ Madam,

**Re: Letter of Guarantee No. \_\_\_\_\_**

We guarantee toward you the settlement of any amount up to 5% of the annual engagement estimate (for management fees only - average management fee according to the total cost in Appendix D enclosed herein, divided by 14, multiplied by 12 months, multiplied by the estimated amount of insured persons in Appendix G enclosed herein, multiplied by 5%) which you will demand from:

\_\_\_\_\_ (hereinafter: the "**Debtor**") in connection with the execution of an agreement pursuant to the Central Tender 05/2022 for Medical Services for Employees in Israeli Representative Offices Abroad, Including Envoys, Mission Supporting Israeli Citizens and their Families. The above amount is linked to the consumer price index for the month of \_\_\_\_\_, as published by the Central Bureau of Statistics on: \_\_\_\_\_ (hereinafter: the "Base Index").

We will pay you the above amount within 15 days from the date of your first demand in writing, without you having to justify your demand and without bringing any defense claim against you that the Debtor may have in connection with the charge towards you, or first demand the payment of the said amount from the Debtor. This guarantee shall be in effect up to December 31, 2525 inclusive. A demand under this guarantee should be directed to the bank branch whose address is:

Bank name: \_\_\_\_\_.

Bank number and branch number: \_\_\_\_\_.

Address: \_\_\_\_\_.

This guarantee is non-transferable.

**Date**

**Full name**

**Stamp and signature**

It is the responsibility of the Insurer to extend the validity of the guarantee every time, in accordance with the extension of the validity of the agreement by the Ministry and for an additional 60 days. For example, in the event that the agreement is extended until December 31, 2026, the Insurer will

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extend the validity of the guarantee until March 1, 2024. In the medical arrangements management track: the amount of the guarantee will be calculated according to 5% multiplied by the estimate of monthly management fees in terms of the engagement year, including VAT.

## **APPENDIX K - GOVERNMENT PAYMENT DATE**

The following is a relevant section from the Accountant General Circular "Execution of Budget" 1.4.0.3 "Payment dates" in effect from July 25, 2017 - the date of government payment to all government suppliers, except for payment for construction engineering works, will be no later than 45 days from the date the invoice was furnished to the client.

**APPENDIX L - UNDERTAKING TO USE ORIGINAL SOFTWARE (FINANCE AND ECONOMY REGULATIONS FORM 7.4.6.4.I)**

I \_\_\_\_\_ the undersigned, ID No. \_\_\_\_\_ after being cautioned to tell the truth and that I can expect to incur the penalties prescribed by law should I not do so, hereby make the following declaration:

1. I give this affidavit in the name of \_\_\_\_\_ which is the body seeking to enter into an engagement with the client under this tender (hereinafter: the "**Bidder**"). I serve as \_\_\_\_\_ and I am authorized to give this affidavit on behalf of the Bidder.
2. I hereby represent that the Bidder undertakes to use only original software for the purpose of Tender No. \_\_\_\_\_ and the provision of the services the subject of the tender insofar as his bid is declared as the winning bid in the tender.
3. This is my name, followed by my signature and the contents of my affidavit above are the truth.

\_\_\_\_\_  
The declarant's signature

Attorney Confirmation

I the undersigned \_\_\_\_\_ Advocate, hereby certify that on \_\_\_\_\_ appeared before me at my offices at \_\_\_\_\_ in \_\_\_\_\_ Mr./ Ms. \_\_\_\_\_ who identified himself/ herself by ID no. \_\_\_\_\_ / who is known to me personally, and after I have warned him/ her that he/ she must state the truth and he/ she shall be subject to the penalties under law should he/ she fail to do so, has signed the above affidavit before me.

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

\_\_\_\_\_  
**License no.**

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

**APPENDIX M - ACCOUNTANT'S OPINION ON "GOING CONCERN"**

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

To \_\_\_\_\_ (holder of the tender)

Dear Sir/ Madam,

**Re: In the matter of Tender \_\_\_\_\_ for \_\_\_\_\_ (hereinafter: the "Tender")**  
**Accountant's Report**

1. At your request and as the accountants for \_\_\_\_\_ (hereinafter: the "**Bidder**") I report as follows:  
The Bidder's most recent audited financial statements are for \_\_\_\_\_, and were audited by me and my opinion was signed on \_\_\_\_\_. Alternatively:  
The Bidder's most recent audited financial statements are for \_\_\_\_\_, and were audited by other accountants and the other accountants' opinion was signed on \_\_\_\_\_.
2. The aforesaid audited financial statements and all of the Bidder's subsequent reviewed financial statements, reviewed by me, do not include a notice regarding real doubts as to the Bidder's continued existence "as a going concern" (\*), or any similar notice that raises a doubt as to the Bidder's ability to continue to exist "as a going concern".
3. For the purposes of my reporting in this letter, I received a report from the Bidder's management regarding the results of its activities since the last audited/ reviewed financial statements, and I also discussed the matter of going concern with the Bidder's management (\*\*).
4. As of the date of signing the above financial statements to the date of signing this letter I have not learned, including based on the examinations as specified in section 3 above, of information concerning a material adverse change in the Bidder's business situation so as to raise real doubts about the Bidder's continued existence as a "going concern".

(\*) For the purposes of this letter, "going concern" - as defined in accordance with Auditing Standard No. 58 of the Institute of Certified Public Accountants in Israel.

(\*\*) If less than 3 months have elapsed since the date of signing the most recent auditors' report/ review report, then there is no requirement for sections 3, 4.

Sincerely,

Certified Public Accountants

Comments:

38.1.1 The wording of this auditor's report regarding the going concern was determined by a joint committee of the Government Procurement Administration and the Institute of Certified Public Accountants in Israel - August 2009.

38.1.2 Will be printed on the accounting firm's logo paper.

**APPENDIX N - AFFIDAVIT REGARDING NON-COORDINATION IF BIDS IN THE TENDER (FINANCE AND ECONOMY REGULATIONS FORM 7.4.6.5.I)**

I the undersigned \_\_\_\_\_, ID No. \_\_\_\_\_, working at the \_\_\_\_\_ corporation (corporation name), hereby declare as follows:

I am authorized to sign this affidavit on behalf of the corporation and its directors.

I am the officer who is responsible in the corporation for the bid submitted on behalf of the corporation in this tender.

I intend to use, under this bid, the subcontractors listed below (please specify the name of the corporation and contact details):

Corporation name	The field of work in which the subcontracting is given	Contact details

The prices and/or quantities in this bid have been decided by the corporation independently, without consultation, arrangement or contact with another bidder or with another potential bidder (except for the subcontractors mentioned in section 3 above).

The prices and/or quantities in this bid have not been presented to any person or corporation bidding in this tender or a corporation which has the potential to bid in this tender (except for the subcontractors specified in section 3 above).

I was not involved in an attempt to dissuade another competitor from submitting bids in this tender.

I was not involved in an attempt to persuade another competitor to submit a higher or lower bid than this bid.

I was not involved in trying to persuade a competitor to submit a non-competitive bid of any kind.

This bid of the corporation is submitted in good faith and is not made following an arrangement or negotiation with a competitor or other potential competitor in this tender.

Mark V in the appropriate place.

To the best of my knowledge, the corporation bidding the bid is not currently under investigation on suspicion of coordinating a tender. If yes, please detail:

\_\_\_\_\_.

I am aware that the penalty for coordinating a tender can be up to five years' imprisonment under section 47A of the Restrictive Trade Practices Law, 5748-1988.

Date	Corporation name	Corporation stamp	Declarant's name	Declarant's name	Declarant's signature
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Attorney Confirmation

I the undersigned \_\_\_\_\_ Advocate, hereby certify that on \_\_\_\_\_ appeared before me at my offices at \_\_\_\_\_ in \_\_\_\_\_ Mr./ Ms. \_\_\_\_\_ who identified himself/ herself by ID no. \_\_\_\_\_/ who is known to me personally, and after I have warned him/ her that he/ she must state the truth and he/ she shall be subject to the penalties under law should he/ she fail to do so, has signed the above affidavit before me.

---

**Date**

---

**License no.**

---

**Signature and stamp**

**APPENDIX O - AFFIDAVIT REGARDING THE EMPLOYMENT OF PERSONS WITH DISABILITIES (FINANCE AND ECONOMY REGULATIONS FORM 7.4.6.6.I)**

Inquiries to the Director General of the Ministry of Labor, Social Affairs and Social Services as required by this affidavit will be made through the Headquarters for the Integration of Persons with Disabilities at work, via email to [mateh.shiluv@economy.gov.il](mailto:mateh.shiluv@economy.gov.il). For questions you can contact the Employer Support Center, email: [info@mtlm.org.il](mailto:info@mtlm.org.il), phone: 1-700-50-76-76.

I \_\_\_\_\_ the undersigned, ID No. \_\_\_\_\_ after being cautioned to tell the truth and that I can expect to incur the penalties prescribed by law should I not do so, hereby make the following declaration:

I give this affidavit in the name of \_\_\_\_\_ which is the Bidder (hereinafter: the "**Bidder**") who wishes to enter into an engagement with the publisher of engagement no. \_\_\_\_\_ for the provision of \_\_\_\_\_ for \_\_\_\_\_. I declare that I am authorized to give this affidavit on behalf of the Bidder.

(Mark X in the appropriate box)

- The provisions of Section 9 of the Equal Rights for Persons with Disabilities Law, 5758-1998 do not apply to the Bidder.
- The provisions of Section 9 of the Equal Rights for Persons with Disabilities Law, 5758-1998 apply to the Bidder and it complies with them.

(In the event that the provisions of Section 9 of the Equal Rights for Persons with Disabilities Law, 5758-1998 apply to the Bidder, an X must be marked in the appropriate box):

- The Bidder employs less than 100 employees.
- The Bidder employs 100 or more employees.

(In the event that the Bidder employs 100 or more employees, an X must be marked in the appropriate box):

- The Bidder undertakes that if it wins the tender, it will apply to the Director General of the Ministry of Labor, Social Affairs and Social Services for the purpose of examining the implementation of its obligations under Section 9 of the Equal Rights for Persons with Disabilities Law, 5758-1998, and if necessary - receive guidelines for their implementation.
- In the past, the Bidder contacted the Director General of the Ministry of Labor, Social Affairs and Social Services in order to examine the implementation of its obligations under Section 9 of the Equal Rights for Persons with Disabilities Law, 5758-1998, and if it received guidelines for the implementation of its obligations, it acted to implement them. (In the event the Bidder has previously undertaken to make such inquiry and an engagement has been entered into with it in respect of which he has given this undertaking).

The Bidder undertakes to provide a copy of this affidavit it has given under this paragraph to the Director General of the Ministry of Labor, Social Affairs and Social Services within 30 days following the date of the engagement.

Attorney Confirmation

I the undersigned \_\_\_\_\_ Advocate, hereby certify that on \_\_\_\_\_ appeared before me at my offices at \_\_\_\_\_ in \_\_\_\_\_ Mr./ Ms. \_\_\_\_\_ who identified himself/ herself by ID no. \_\_\_\_\_ / who is known to me personally, and after I have warned him/ her that he/ she must state the truth and he/ she shall be subject to the penalties under law should he/ she fail to do so, has signed the above affidavit before me.

---

**Date**

---

**License no.**

---

**Signature and stamp**

**APPENDIX P - NETWORKS OF MEDICAL PROVIDERS (CLINICS, LABORATORIES, DOCTORS AND THERAPISTS) CURRENTLY UNDER THE MANAGEMENT ARRANGEMENT OF THE MINISTRY OF FOREIGN AFFAIRS**

1. In order to maintain continuity in the provision of medical care, the Bidder must include in its bid at least 80% of the pool of medical providers who currently provide services to employees in accordance with a management arrangement between the Ministry and the existing Insurer below:



רשימת ספקים  
רפואיים.xlsx

2. The Bidder must attach an appendix detailing all the Medical Service Providers on its behalf.

**APPENDIX Q - TABLE OF MEDICAL PRODUCTS AND SERVICES**

1. Fill in the maximum rates that the Bidder can obtain for each medical procedure as detailed (yellow entry):



משקולות תעריפי  
מקסימום עלויות.xlsx