



**Ministry of Finance – Accountant General's
Department
Government Procurement Administration**

“Nimbus Project”

**Central Tender 01-2022 for the addition of services to
the Government Cloud Marketplace**

Booklet no. 1: Tender Documents

Version 6 – ~~July~~October 2025¹

Version 5 – February 2024

This document is the property of the State of Israel. All rights reserved to the State of Israel (C)

¹The English version of the Tender is published for the convenience of interested suppliers only, and is not the legally binding version of the Tender documents. The Hebrew version of the documents is the formal version, and will take precedent over any other document.

The information contained herein will not be published, reproduced, or used, in full, or in part, for any purpose other than a response to this Central Tender.

Introduction

The Government Procurement Administration in the Accountant General's Department of the Ministry of Finance (hereinafter: **the Tender Administrator**), hereby publishes Central Tender No. 01-2022 **on the topic: adding services to the government digital marketplace in the cloud** (hereinafter: the "**Tender**").

This Tender is part of the Nimbus Project, a multi-year project, intended to give a comprehensive, in-depth response to the provision of public cloud services for government ministries, auxiliary units and related bodies (hereinafter: the "**Clients**"). As part of the Nimbus Project, and in accordance with the various layers of the project, the companies Amazon Web Services EMEA Sarl (hereinafter: "**AWS**") and Google LLC (hereinafter: "**GCP**") (hereinafter, together: the "**Cloud Providers**") won Central tender 01-2020 for the provision of cloud services on a public platform for the government ministries and additional government units (hereinafter: the "**Cloud Tender**"). The Cloud Providers are establishing, each by itself, a public cloud region in the State of Israel.

The purpose of this Tender is to provide Clients with third party services from the Cloud Providers' service catalog (marketplace), beyond the services offered by the Cloud Providers themselves, so that these services will be available in the government digital marketplace for the Clients (hereinafter: the "**Tender**").

In addition to the Government Digital Marketplace, the Government will establish additional digital marketplaces for dedicated client groups with increased information security requirements (hereinafter: "**Specific Digital Marketplace**"). The bid of bidders whose bid for the Government Digital Marketplace has won will be examined for their suitability for a Specific Digital Marketplace, in accordance with the specific rules set in relation to that particular Specific Digital Marketplace.

Bids for this Tender may be made periodically in accordance with the dates to be determined by the Tender Administrator, where each bidder may offer any of the services that it wishes to include in the government digital marketplace or in a Specific Digital Marketplace for the Clients.

The RFP documents are divided into chapters, as set forth below:

Chapter 1 – the Tender procedure for enrolling in the Government Digital Marketplace.

Chapter 0 – the bidding booklet, which will be submitted by the bidder participating in the Tender.
This chapter is published separately.

Chapter 3 – the service agreement, which will be submitted by the bidder participating in the Tender,
and is **attached as a separate file to the Tender documents.**

Professional Definitions

Region – A defined geographical region, which includes one country, part of one country or a defined supranational entity (such as the EU), which includes at least one zone from which cloud services are provided to customers by a cloud service provider.

Overseas region – For AWS, the Ireland region (eu-west-1) and in addition the Frankfurt region (eu-central-1). For GCP, the Netherlands region (europe-west-4) and in addition the Frankfurt region (Europe-west-3).

Israeli region – a public region that will ~~be~~was established by the Cloud Providers in the territory of the State of Israel and which meets the requirements set out in the cloud tender and as set forth in the winning bid for the cloud tender.

Public region – a region from which public cloud services are provided by the cloud service provider, and which is connected to the global public cloud infrastructure operated by the cloud service provider (other regions operated by the Provider worldwide), but it (and the zones located in it) may be operated separately from any other region that the cloud services provide operates worldwide.

Security incident – an incident that may impair the availability, integrity or confidentiality of protected information or the services used by the Clients, including a cyberattack.

Tender Site – the tender page on the website of the Government Procurement Administration at www.mr.gov.il, where all the information regarding the tender, including the tender documents and all related notices and announcements, will be published.

Digital instruction – An instruction given using a customization and configuration tool such as the Provider's management interface, APIs or any other means made available to the Client.

Manufacturer – the owner of the intellectual property in the service or services offered by the Bidder.

Enterprise customer – a customer that has at least 50,000 or above users.

Protected information – processing data, access data and content data.

Cloud tender – Central tender 01-2020 for the provision of cloud services on a public platform for the government ministries and auxiliary units

Sub-processor – a subcontractor that the Provider engages with and for which it performs protected information processing.

Provider systems – computing infrastructures that operate on public cloud infrastructures, or anywhere else, and which are used by the Provider to provide the services to the Clients.

Zone (Domain / Availability Zone) – a defined location within a specific region, which includes at least one data center (different zones will not share the same data center) from which cloud services are provided to customers. Each zone has cooling resources, network connections and power supplies that are completely separate from those of any other zone and is connected to every other zone in the same region via quick links.

Access data – any information of users and Clients that the Provider needs for the purpose of managing access, providing services or for billing.

Processing data – any information that is generated in the Provider's systems during or as a result of processing of content data (metadata and logs), which is attributable in any way to a Client, a group of Clients or a user including user identification and details (including name, address, billing information, date of birth, email address, telephone number), system login and logout dates and times, information on Clients, services that they run, configuration data and files, the actions performed in the various systems, usage details, IP addresses assigned by service providers (access data), transactional data and traffic data, including geolocation of the source and destination of the data, data size, data structure, route, communication protocol.

Content data – the digital data, including any information, file, database, software, code, logic, data entry, report, mark, text, image, audio, video, photo, etc. in any format, which has been uploaded, created directly by or at the request of a user in the Provider's systems, including the third-party services used by the Provider.

Cloud Providers – the companies Amazon Web Services (AWS) and Google, which have won the cloud tender.

Information processing – an action or series of actions performed on information, whether by automatic means or not, such as collection, recording, organization, construction, storage, transfer, adaptation or modification, retrieval or restoration, usage, encryption, distribution or setting up for viewing in any other way, alignment or combination, restriction, deletion or destruction and so on.

Public Cloud – cloud services that are provided on the Cloud Providers' platform, and are available and are used by different clients for commercial purposes, including individuals, companies and corporations, government entities and others.

Third party – a legal entity that is not owned or controlled by the Cloud Provider that has won the cloud tender.

Subcontractor – a third party through which the Provider meets some of its obligations in accordance with this Tender.

Category – a list of services in a particular field (for example: security, CRM, Backup & Recovery, etc.) offered for sale in the Cloud Provider's marketplace.

Marketplace – a list of all the applications, services and other tools offered by the Providers that has won the cloud tender publicly to its Clients. These services can be operated, used and consumed on the Provider's public cloud platform, and are provided by the Provider itself or by a third party.

Subscription – a business model in which a customer purchases a service and pays for it periodically, where the licensing is provided by a third-party service provider through the digital marketplace, which is responsible for allocating the subscription, registration and providing the software or service to the customer.

Digital marketplace – a virtual store operated by the cloud service provider specifically for the Clients in this Tender, in which the Clients can locate and purchase applications and services offered by the cloud service provider itself, as well as by other companies (third party services), and consume them on the Provider's public cloud services platform.

Central governmental service – a service that the Tender Administrator has chosen ~~as part of a tender procedure~~ as a single solution for a specific area ~~of service~~ for government ministries.

Cloud services – cloud computing services provided to a user by one or more remote computers.

Service provided in the Israeli region or Israeli service – a service wholly provided from the Israeli region of one of the Cloud Providers, in which all processing, traffic and storage of content data is performed in the Israeli region only.

Third party services – services that can be consumed by users of the Cloud Provider's public cloud platform, and which are owned by a third party and priced by a third party only, without the Cloud Provider's involvement.

SaaS – Software as a Service – a model for consuming a cloud software service that meets one or more of the following alternatives:

- The service provider deploys and hosts the software on the Cloud Provider’s infrastructure and is responsible for providing customers access to the software and services provided in it and maintaining the level of service for customers.
- As part of the service, Clients’ content data is transferred, stored or processed in the Provider’s systems or systems under its control.
- As part of the service, Clients’ content data is kept, permanently or momentarily, under the control of the Provider (including reading, modifying, deleting, performing any other action on the data or changing the permissions to access it).

Software that is not software as a service – non-SaaS – any service that operates on a cloud providers’ cloud platform and is not software as a service (SaaS).

Commitment-based pricing – a model for purchasing a service or software with a subscription in which the customer purchases a quantity or usage scope in advance (including purchasing using a commit, RI model or as part of installment payments).

Consumption-based pricing – a model of purchasing a service or software with a subscription where the customer pays for the service according to the actual consumption of the service or software.

Cyberattack – a security incident that aims to pass or bypass the security or control measures used by the Provider or Client or exploit an existing vulnerability in an attempt to cause disruption of the service or destruction, loss, leakage, alteration, use, unauthorized disclosure or access to Protected information.

Service Level Agreement (hereinafter: “**SLA**”) – an agreement between a service Provider and an end user that defines the level of service expected of the service provider and prescribes compensation for deviation from this level.

1. Chapter 1 – The Tender Procedure for Enrolling in the Digital Marketplace

1.1. General

1.1.1. This Tender is a public central tender published in accordance with the Mandatory Tenders Regulations, 5753-1993 (hereinafter: the “**Mandatory Tenders Regulations**”).

1.1.2. The Tender is for the purpose of entering the Government Digital Marketplace in the cloud, as well as for Specific Digital Marketplaces, as set forth in the tender documents.

1.1.3. The inclusion of services in the digital marketplace will be in accordance with the categories of services set forth in the marketplace of the Cloud Provider, as will be updated from time to time.

1.1.4. The Tender Administrator will update, from time to time, the categories for which bids in the Tender may be submitted and will determine the closing date for each category.

1.1.5. A bidder that is interested in submitting a service in a certain category will submit Chapter 2 – the bid booklet (**including Appendix 6 – the Manufacturer's Statement**), as well as Chapter 3 – the Nimbus Service Agreement (**Appendix 7 to the bid booklet**), as published for submitting a bid at the relevant time in their up-to-date version on the Tender site.

1.1.6. A bidder will specify which services it is offering, and in which categories of Cloud Providers the service is being offered in the marketplace. A bidder can submit one or more services in each category. Compliance with the Tender requirements will be examined individually for each service.

1.1.7. The Tender Administrator may establish during the engagement period rules to limit the number of different services approved for a single bidder or the number of different Manufacturers represented by it in the Tender.

1.1.8. Rules with respect to the services offered:

1.1.8.1. As part of the Tender, A Bidder may submit services in SaaS or non-SaaS configuration only, and deployment and integration services associated with these

services, as specified below in the tender documents. It is not possible to submit deployment and integration services (such as Professional Services) as a service that is sold on its own, or a service that requires significant human inputs to operate or provide it.

1.1.8.2.For non-SaaS service:

~~1.1.8.1.1.~~1.1.8.2.1. ~~If the a~~ service can be consumed through the services catalog (digital marketplace) of both Cloud Providers in an overseas region, the service must be offered in the digital marketplace of both Cloud Providers.

1.1.8.2.2.An Offered Service, which is listed on a Cloud Provider's Marketplace by a bidder that is not the manufacturer, must be offered in the tender on the platforms of both Cloud Providers.

1.1.8.3.Any service offered in the Tender must be a Manufacturer's (as defined above) standard service (a service that fully corresponds to one or more catalog items in the Manufacturer's price list.) It is not permitted to offer a service that is based on a Manufacturer's product, a service that is a variation of a Manufacturer's service or such service to which adjustments or modifications were made (including hardened, wrapped, repackaged, bundle and such like services). For a SaaS service with an existing manufacturer's listing in the Marketplace, the bidder is required, as part of the tender submission, to offer the service as listed on behalf of the manufacturer.

~~1.1.8.2.~~

~~1.1.8.3.~~1.1.8.4.The service offered must be fully available on the relevant Cloud Provider's Marketplace, for purchase by customers in Israel or in the Overseas Region, from by the closing date of the Tender and until the end of the engagement. ~~, for purchase by customers in the Overseas Region.~~ The service may not be limited to purchase in ~~a certain~~any way, including, for example:

~~1.1.8.3.1.~~1.1.8.4.1.A service offered for the Government Digital Marketplace only, whether this is written explicitly or implied by the service listing.

~~1.1.8.3.2.~~1.1.8.4.2.The service is offered in such a way that the number of pricing possibilities offered by the Manufacturer of the service in the Overseas Region is limited relative to the standard price list for the service, or the pricing possibilities included in the price list are reduced, raising suspicions of pushing up the price of the service or creating a restriction on its operation.

~~1.1.8.3.3.~~1.1.8.4.3.The description of the service includes ancillary services (such as support services in Hebrew) which are not included in the Manufacturer's standard price list for the service.

1.1.9. Each service will be offered by a single bidder only.

1.2. **Threshold conditions for submitting bids**

1.2.1. A bidder that meets, by the closing date for a given category, the threshold conditions set forth below, is allowed to participate in the Tender.

1.2.2. Proof of compliance with the threshold conditions will be made in accordance with the instructions in the bid booklet (Chapter 2).

1.2.3. **Threshold conditions:**

1.2.3.1.If the bidder is a corporation established in Israel:

1.2.3.1.1.The bidder is legally registered in Israel.

1.2.3.1.2.The bidder complies with the provisions of the Public Bodies Transactions Law, 5736-1976 (hereinafter: the "**Public Bodies Transactions Law**").

1.2.3.2.If the bidder is a corporation established in a country other than Israel (hereinafter: "**foreign country**"):

1.2.3.2.1.The bidder is legally registered in a foreign country that maintains diplomatic relations with the State of Israel.

1.2.3.2.2.To the extent that the bidder is registered in Israel or has an active registered representation unit listed in Israel, the listed entity complies with the provisions of the Public Bodies Transactions Law.

1.2.3.3.The bidder has the full right to sell the offered service in the governmental digital marketplace under the Tender and to commit to the requirements of the tender.

1.2.3.4.The service being offered is available [for consumption](#) in the marketplace of one or both of the Cloud Providers.

1.3. **Parameters for examining the services being offered**

1.3.1. **Each service offered will be required to meet the parameters listed below:**

1.3.1.1.Evaluation of the services:

1.3.1.1.1.Evaluation of the services offered for compliance with the mandatory requirements set out in the Tender.

1.3.1.1.2.Evaluation of the services for compliance with a minimum score in matters of cyber, privacy protection and other information security aspects, as set forth in the evaluation table in Section ~~1.3.2~~-1.3.2_below.

1.3.1.2.Price quotation – the bidder must offer a quotation that will be submitted according to the requirements set forth in Appendix 5 of chapter 2 – bid booklet.

1.3.2. Additional Information Required as Part of the Submission:

1.3.2.1.Manufacturer's Pricing Model: The manufacturer's pricing model must be submitted in accordance with Appendix 5.1 of the Proposal Booklet.

~~1.3.1.3~~-1.3.2.2.Best Practices Document: A Best Practices document must be submitted in accordance with Appendix 5.2 of the Proposal Booklet.

1.3.2.1.3.3. **Evaluation of the services**

1.3.2.1.3.3.1. Services provided in Software as a Service (SaaS) Model

#	Topic	Minimum	Weight
1.	Business continuity and SLA – resiliency configuration, risk management, backup, deployment in different zones.	-	10%
2.	Protection and securing of processes and infrastructure – cyber protection systems and security processes, service configuration security, supply chain and human capital protection, tools and processes available to the Client, encryption, compliance with standards, risk management.	-	50%
3.	Protection of Clients’ information – the ability to separate Clients, the scope and manner of access of support representatives, how the services are linked to the Client's systems, login and authorizations, logs and investigation	-	40%
Total		80%	100%

1.3.2.2.1.3.3.2. Services not provided in Software as a Service model (non-SaaS)

#	Topic	Minimum	Weight
1.	Protection and security of work processes – service configuration security, supply chain and human capital protection, encryption, compliance with standards, risk management.	-	60%
2.	Protection of the Clients’ information – the scope and manner of access of support representatives, the scope of the information stored at the Provider and the manner in which it is secured, login and authorizations.	-	40%
Total		80%	100%

1.3.2.3.1.3.3.3. The Tender Administrator or an agent thereof will score each of the topics listed above, in accordance with an internal document for checking, which will be drafted

before the submission of the bids. The Tender Administrator may establish an appropriate internal document for checking for each specific digital marketplace.

~~1.3.2.4.1.3.3.4.~~After scoring each of the topics listed in the tables above, the total score of the bid will be calculated (between 0 and 100) by adding up the bids' accumulated points.

~~1.3.2.5.1.3.3.5.~~The Tender Administrator set a minimum quality score, in accordance with the type of service, as specified in the table above. A service which will not meet the minimum quality score will be disqualified.

1.4. **Announcement of winners**

~~1.4.1.0. Winning ServicesCandidates for winning~~

~~1.4.1.~~

~~1.4.1.1.~~The Tender Administrator will declare all of the services which were found to meet the parameters listed in the tender documents as eligible services to be available in the digital marketplace (hereinafter: "**WinnerCandidate for Winning**").

~~1.4.1.1.1.~~A Bidder whose services (or a part of them) were declared as **WinnerCandidate for Winning**, will be required to ~~perform the following actions:~~

~~1.4.1.1.2.1.4.1.1.1.~~~~To~~-enroll in the Government Digital Marketplace and in any Specific Digital Marketplace for which its services were found eligible, in accordance with the instructions of the Tender Administrator and the manner of working with the cloud platform of the relevant Provider. For this purpose, the Bidder will be required to implement any technical requirement in the cloud Providers systems required for the purpose of completing the registration and creating the availability of the **Winning Services Candidates for Winning** in the Government Digital Marketplace, ~~as it will be established~~, including the establishment of a separate registration of the **winnersCandidates for Winning** in the cloud Providers Marketplace, Creation of a Private Offer for the service which includes, among others, all of the service information, the service price,

the service adapted Terms of Use in accordance to the Tender terms and conditions, and any other way required.

~~1.4.1.2. To submit to the Tender Administrator the Manufacturer's pricing model for all the services that were approved in the Tender, and a document describing the best practices of the Manufacturer regarding cost reduction and optimization of the service and its operation (such as ways of identifying waste, over-allocation of memory/cores/storage volumes, unutilized resources, unutilized subscriptions/licenses and/or utilization to a greater extent than required, reduction of resources required for operation, including streamlining of processes).~~

~~1.4.1.3. The Bidder is entitled to attach to the Service Agreement terms of use for a specific service, in accordance with the provision of sections and.~~

~~1.4.1.4. A Candidate for Winning that completes the process of enrolling in the digital marketplace will be declared as a winner and may offer its services that were declared as Candidates for winning to Clients.~~

~~1.4.1.5-1.4.1.2.~~ A Bidder that does not meet the aforesaid requirements for part or all of the ~~winners~~Candidates for winning, within a time frame to be determined by the Tender Administrator, its winning will be revoked for those services. Alternatively, the Tender Administrator, in accordance with the sole discretion thereof, may grant the Bidder an extension to complete the required actions.

1.5. Phases and dates in the Tender

1.5.1. The Tender will be conducted according to the schedule set forth below:

Topic	Date
Bidders' Conference	Please review the instructions document regarding the Bidders' conference and the submission of clarification questions and comments, as published on the Tender Site
Deadline for submitting clarification questions	

Deadline for the Tender Administrator to answer clarification questions	At least 7 days before the closing date
Closing Date	Will be published from time to time in the bid booklet (Chapter 2), as will be published on the Tender Site

1.5.1.1. The schedule detailed in the table obligate all bidders interested in participating in the Tender, whether for categories whose submission deadline has been published or for future categories.

1.5.1.2. The Tender Administrator is allowed, at its sole discretion, to modify the schedule above.

1.5.2. **Bidders' conference**

1.5.2.1. Bidders should register in advance to participate in a bidders' conference. A link for registration will be published on the Tender Site. The bidders' conference will be held in English, if required.

1.5.2.2. There is no obligation to attend the bidders' conference. It should be clarified that all the information provided at the bidders' conference is intended to clarify the contents of the tender documents and that only the tender documents are binding.

1.5.2.3. It should be clarified that answers given orally at a bidders' conference will not obligate the Tender Administrator. Binding answers will be given only as part of the clarification questions procedure set forth above.

1.5.3. **Clarification questions**

1.5.3.1. In any case of ambiguity or comments regarding the Tender, its times or conditions, clarification questions or comments should be sent to the Tender Administrator according to the instructions set out in the instructions document published on the Tender Site, before the deadline for submitting clarification questions stated above. The time for clarification questions is intended for all submission times, as set forth

below in Section 1.6, and subject to the statements in Section 1.5.3.5 below, no additional option for submitting questions will be given.

1.5.3.2. The questions will be submitted using concise, clear wording in Hebrew or English.

1.5.3.3. The Tender Administrator is not required to answer questions that are submitted after the deadline or that asked orally, by telephone or in a format differing from that required.

1.5.3.4. Questions sent anonymously will not be answered.

1.5.3.5. To the extent necessary, the Tender Administrator may allow, in its sole discretion, additional rounds of clarification questions, by publishing a notice on the Tender Site.

1.5.3.6. A bidder that will not ask the Tender Administrator clarification questions about the Tender as stated in this section will be barred from making any argument, demand or claim against the Tender or any of its terms in the future.

1.5.4. The Tender Administrator's answers to clarification questions

1.5.4.1. Answers and clarifications of the Tender Administrator will be given in writing only and will be an integral part of the tender documents. Only written answers and clarifications will obligate the Tender Administrator.

1.5.4.2. Answers and clarifications from the Tender Administrator will be published on the Tender Site. Bidders must study the answers of the Tender Administrator as well as any updates that will be published as set forth in relation to this Tender.

1.5.4.3. The Tender Administrator may make any changes to the tender documents and give an interpretation or clarification to the provisions of the tender documents, regardless of the clarification questions.

1.5.4.4. The Tender Administrator is not bound to the phrasing of a clarification question that has been submitted, and may, when phrasing an answer to a question, shorten the wording of or rephrase a question. The phrasing of the Tender Administrator's

answers is the binding wording and constitutes an integral part of the tender documents.

1.5.5. Submission of bids for the Tender

1.5.5.1. Submission of bids for the Tender will be done according to instructions specified in chapter 2 – bid booklet.

1.6. Future times for submission of bids for services

1.6.1. In addition to the tender schedule set forth above, the Tender Administrator will publish, from time to time, dates for submitting bids for additional services in additional categories or part of them, or addition of services and providers in existing categories or part of them.

1.6.2. The list of categories above and the times for submission of bids for services for them will be updated from time to time, according to the following outline:

1.6.2.1. At least 30 days' notice will be given before opening of a category/categories or part of them. The notice will be published on the Tender Site and will be sent to a distribution list. Registration for the distribution list will be in the manner which will be specified in the Tender Site. It should be clarified that the bidder has sole responsibility for monitoring these publications on the Tender Site.

1.6.2.2. The submission date will be announced at the time of publication of the bid booklet (Chapter 2) for that category, which bidders in that category will be required to submit.

1.6.2.3. At any time, the latest version of the tender documents, the list of categories open for submission and the closing date will be available on the Tender Site.

1.7. The Tender procedure

1.7.1. Bids evaluation

1.7.1.1. The Tender Administrator or a team on its behalf, which may also include external consultants who are not government employees, will evaluate the bids.

- 1.7.1.2. In addition to the information contained in the bid, for the purpose of evaluating bids, the Tender Administrator or its representative will use professional knowledge available to it, any reliable information sources including public information about the bidder, the experience of the Tender Administrator or one of the Clients, professional consultants' opinions, reports and comparisons by research companies (such as Gartner) and any other reliable source of information.
- 1.7.1.3. The Tender Administrator may evaluate the bids in any way it sees fit, including by requiring bidders to present the services they offer or any part of them, to give the Tender Administrator a specific user account (for SaaS configuration services) that allows the services to be tested independently in a public region chosen by the Tender Administrator, etc. It should be clarified that all the costs involved in performing the demonstrations, presenting the services or examining the services independently by the Tender Administrator will be at the expense of the bidder. It should be clarified that the Tender Administrator will arrange with the bidder tests that place a considerable burden on the bidder's systems or whose cost is high.
- 1.7.1.4. The Tender Administrator or its representative may ask a bidder to explain a particular detail of its bid, complete a detail missing from it or submit an additional or alternative document proving its meeting of the Tender conditions, within a specified period of time, or may reduce the bidder's score, depending on the part missing from its bid, at the sole discretion of the Tender Administrator.
- 1.7.1.5. Without detracting from the powers of the Tender Administrator, the Tender Administrator may:
- 1.7.1.5.1. Hold a meeting with bidders for the purpose of clarifying the technological, security and operational aspects of the bid.
 - 1.7.1.5.2. Reclassify a service that has been misclassified by the bidder under the wrong category or that has been misclassified by the bidder as a SaaS service and vice versa. In such a case, the Tender Administrator will inform the bidder of the reclassification of the service being offered and will ask it to revise the response

to Booklet no. 2, in accordance with the instructions of the Tender Administrator.

1.7.1.6. Failure to respond to a request for completion or clarification, or failure to respond within the specified time, may result in disqualification of the bid.

1.7.1.7. After the bidder has been given an opportunity to complete and clarify its bid, the Tender Administrator may disqualify a bid that still does not meet the requirements of the Tender, or, at its discretion, may request supplementation or further clarification.

1.7.2. **Validity of bids**

1.7.2.1. A tender bid will be valid for up to ~~6~~8 months from the closing date. The Tender Administrator may announce the extension of the bids' validity for additional periods and up to 3 months more in total, for the purpose of making a final decision and selection of bidders to be declared as ~~Candidates for Winning~~Winners.

1.7.3. **Disqualification of bids**

The Tender Administrator may disqualify a bid that has been submitted in the Tender, at its discretion, if one of the following conditions applies, among other reasons:

1.7.3.1. **Disqualification of a deficient or unclear bid** – if a bid submitted for the Tender is deficient to such a degree that the Tender Administrator is unable to understand the essence of the bid, or if it lacks clarity or is insufficiently organized.

1.7.3.2. **Disqualification of a bid that is at a loss** – if the bid is not economical to a bidder, to such an extent as to shed doubt as to its ability to meet its obligations, should it win the Tender.

1.7.3.3. **Disqualification of a deceptive bid or a bid submitted in bad faith** – if the bid includes exceptional prices or discounts (dumping prices) etc., both in relation to the bid itself and in relation to other bids and in relation to market prices, or contains misleading information or any other case in which the bid is made in bad faith,

including in the case of an action or behavior of the bidder, under the Tender, in bad faith.

1.7.3.4. Disqualification due to behavior in previous tenders and engagements – within a previous tender or engagement of the Tender Administrator or a Client, the bidder has acted in bad faith, deceptively, fraudulently or dishonestly, has provided misleading information or material inaccurate information or has acted extremely unprofessionally, in a manner that in the opinion of the Tender Administrator justifies its disqualification.

1.7.3.5. Disqualification of a bid due to the bidder's financial situation – if due to the bidder's current or forecasted financial situation, including due to bankruptcy or liquidation proceedings or material claims that have been instigated against it, there is concern as to its ability to comply with its obligations involved in winning the Tender.

1.7.3.6. Disqualification of a bid due to conflict of interest – if there is a direct or indirect conflict of interest, or fear of a conflict of interest between the interests of the bidder, the bid that it has submitted, or stakeholders therein and participation in and winning the Tender or the performance of the services by the bidder in a way that the Tender Administrator believes cannot be remedied.

1.7.3.7. Disqualification of a bid owing to coordination of bids – if there is reasonable suspicion of coordination between the bidder and other bidders in the Tender, or between the bidder and a potential bidder.

1.7.4. In such cases, the bidder will be given a right of pleading in writing or orally before the final decision is given, subject to the sole discretion of the Tenders Committee.

1.7.5. Cancellation or modification of the Tender

1.7.5.1. The Tender Administrator, on its own initiative and at its discretion, may cancel, modify or update the Tender, including updates of dates set forth in it. Such changes will be announced on the Tender Site.

1.7.5.2. The engagement with the winner of the Tender is subject, among other factors, to the Clients having a budget available for it. If for budgetary reasons it will not be possible to engage with the winner of the Tender, the Tender Administrator may cancel the Tender.

1.7.5.3. The Tender Administrator will not be required to compensate the bidders in the case of cancellation or modification of the Tender.

1.7.6. Appointment of a representative on behalf of the bidder

1.7.6.1. For the purpose of the Tender, the bidder will appoint a representative on its behalf, who will be the exclusive contact person for all inquiries regarding the Tender.

1.7.6.2. Any response or feedback sent by the bidder's representative to the Tender Administrator, will obligate the bidder, and every message from the Tender Administrator to the bidder's representative will be considered as delivered to the bidder.

1.7.7. Expenses

1.7.7.1. The bidder will not be entitled to any reimbursement of expenses or any compensation in relation to the Tender, including in the event of its termination, delay, change of terms or cancellation.

1.7.8. Applicable law and jurisdiction

1.7.8.1. The law applicable to any matter related to the Tender is Israeli law, without exceptions or qualifications, and the jurisdiction in all matters and issues relating to the Tender, or in any claim arising from the process of conducting it, will rest exclusively with the competent courts in Jerusalem.

1.7.9. Confidentiality of the bid and the right of inspection

1.7.9.1. Subject to the statutory duties of the Tender Administrator, the Tender Administrator undertakes not to disclose the content of a bid that is submitted in this Tender to a third party that is not one of the Tender Administrator's representatives or consultants employed by it for the purpose of the Tender, to which the duty of

confidentiality and refrainment from using the bidder's bid will also apply, except for the purposes of the Tender only.

1.7.9.2. In accordance with the Mandatory Tenders Regulations, bidders that have not won the Tender may request to inspect the winning bids, as well as additional documents related to the Tender and the Tender Administrator will only prevent them from inspecting documents that are a trade or professional secret, or which may harm the state's security, its' foreign relations, economy or public safety.

1.7.9.3. According to the nature of the Tender, the part of the bid that is "Appendix 4 to Chapter 2 – unique requirements on cyber protection, privacy and other issues in the field of information security" is defined by the Tender Administrator as a trade or professional secret, meaning that there will be no right of inspection for this part of the bids.

1.7.9.4. If a bidder wishes to prevent inspection of additional sections of its bid due to an assertion of a trade secret, professional secret, or for any other reason mentioned in the Mandatory Tenders Regulations, it must state this explicitly in the tender booklet (Chapter 2). It is clarified that the act of making the request will not prevent inspection of the relevant sections, and a decision on the subject will be made by the Tenders Committee of the Tender Administrator.

1.7.9.5. A bidder that has asserted that a particular part of its bid is a trade or professional secret will be barred from demanding to inspect that part of other bids.

1.7.9.6. In the event that the Tenders Committee of the Tender Administrator rejects a bidder's assertion that parts of its bid are a trade or professional secret, the Tender Administrator will inform it of this at least 5 workdays before the actual right of inspection is enacted.

1.7.9.7. The final decision regarding the certain details of a bid constituting trade or professional secrets, is up to the Tenders Committee, at its discretion.

1.7.9.8. Subject to the provisions of this section, by participating in the Tender, the bidder agrees that its bid will be submitted in its entirety, including all of its appendices,

for inspection by the other bidders in the Tender in accordance with the provisions of the law and the Mandatory Tenders Regulations.

2. Chapter 2 - the Bid Booklet

Attached as a separate document.

**3. Chapter 3 –
Service Agreement – Nimbus**

Attached as a separate document.