



State of Israel

Ministry of Communications

Senior Strategy and Planning Division

Tender 13/2024

Mobile Crowdsourcing

(Version 2)

The tender had been translated into English, however in case of divergence in interpretation the Hebrew text shall prevail

The Tender Documents can be found on the Government Procurement Administration website at: www.mr.gov.il under the title –

Tender 13/2024 Mobile Crowdsourcing

1. INTRODUCTION

- 1.1. The Ministry of Communications of the State of Israel (the “**Client**” or the “**Ministry**”), hereby publishes Tender 13/2024 for Mobile Crowdsourcing (the “**Tender**”).
- 1.2. The Ministry is the regulator of the telecom, postal and broadcasting sector in Israel.
- 1.3. Among other things, the Ministry is responsible for ensuring that the Israeli public receives good cellular service at a competitive price. In order to realize this responsibility, the Ministry takes a variety of actions, including:
 - 1.3.1 Making information accessible to the general public for the purpose of making informed decisions.
 - 1.3.2 Imposing obligations on operators regarding the quality of service and providing incentives to increase the quality of service.
 - 1.3.3 Receiving simulations of the cellular coverage of the operators in the country.
 - 1.3.4 Performing drive tests that require manpower and special equipment or relying on specific data and reports from the operators.
 - 1.3.5 Tracking of unusual cellular malfunctions while relying on the operators' reports.
- 1.4. In order to improve the ability to exercise regulatory responsibility in the field of cellular communications, the Ministry wishes to:
 - 1.4.1. Acquire reliable data to check the quality of the service provided to cellular users in Israel, as sampled by the users' end units. The data will be updated on an ongoing basis.
 - 1.4.2. Process and analyze this data, both by means of the Ministry's internal analysis tools, and by means of analytical tools that will be offered in the framework of this Tender.
- 1.5. For this purpose, the Ministry has published this Tender in order to purchase mobile crowdsourcing data¹ (“**MCS**”) from a company that specializes in collecting such information. Furthermore, the winning company will provide a

¹ Reception and mobile user experience data collected from mobile end devices of masses of subscribers spread over a large geographic area.

visual analysis service of the above data through dashboards that contain a display on a map, various comparative graphs and more, all via a web browser.

- 1.6. Services will be ordered from the winner via a work order signed by the authorized signatories on behalf of the Ministry. Services will be ordered according to the needs of the Ministry exclusively, as detailed in the agreement (Chapter D), and the Ministry does not undertake to order a minimum number of hours. The winner must be available to perform the services in the scope and at the times required by the Ministry.
- 1.7. The winner as announced in the Tender will sign an Engagement Agreement (attached herein as Chapter D) with the Client for a period of 12 months (the “**Engagement Period**”), and the Client may extend the Engagement Period by four (4) additional periods, and up to an additional 48 months.
- 1.8. The Tender Documents are divided into the following chapters:
- 1.9. Chapter A – The Tender Procedure.
- 1.10. Chapter B – The Bid Booklet, which will be submitted by any Bidder competing in the Tender.
- 1.11. Chapter C – The Content of the Engagement with the Winning Provider.
- 1.12. Chapter D – The Engagement Agreement with the Winner of the Tender.

The final deadline for submitting bids in the Tender is 31/03/2025

at 13:00.

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CHAPTER A - THE TENDER PROCEDURE

3. TENDER PRINCIPLES

- 3.1. This Tender is a public tender held in accordance with the Mandatory Tenders Law, 5752-1992 (the “**Mandatory Tenders Law**”) and its regulations, including the Mandatory Tenders Regulations, 5753-1993 (the “**Mandatory Tenders Regulations**”).
- 3.2. As part of the Tender Procedure, Bids submitted in the Tender must meet the prerequisites for participating in the Tender as detailed below. Bids that meet the prerequisites will be scored in accordance with the criteria specified herein.
- 3.3. At the end of the Tender Procedure, the Client will declare the Bidder with the Bid with the highest score as the winner of the Tender and shall enter into an engagement agreement therewith, as detailed below.
- 3.4. The Tender will be conducted in accordance with the law, and in accordance with the tender rules detailed in the Tender Documents.

4. TERMS FOR PARTICIPATING IN THE TENDER

4.1. PREREQUISITES FOR PARTICIPATING IN THE TENDER

- 4.1.1. A Bidder may participate in the Tender provided that said Bidder satisfies, on the deadline for submission of bids, the prerequisites for participation in the Tender as listed below.
- 4.1.2. Proof of compliance with the prerequisites listed below will be demonstrated in accordance with the provisions of the Bid Booklet (**Chapter B**).

4.2. ADMINISTRATIVE PREREQUISITES

- 4.2.1. To the extent that the Bidder is obligated to be registered in Israel, according to the law, the Bidder must be legally registered.
- 4.2.2. An Israeli Bidder must comply with the requirements of the Public Entities Transactions Law, 5736-1976 (the “**Public Entities Transactions Law**”).
- 4.2.3. All products and services offered by the Bidder (Israeli Bidder or foreign Bidder) meet the licensing requirements and standards required by law for their supply, if any.

4.3. PROFESSIONAL PREREQUISITES

- 4.3.1. Upon submission of this Bid, the Bidder declares and undertakes that it meets the following professional prerequisites;
- 4.3.2. There are a number of characteristics for cellular service samplings. The main ones include active sampling versus passive sampling, as well as radio only sampling versus sampling that also includes an examination of the quality of service (as detailed below):
 - 4.3.2.1. “**Active sampling**” is sampling that is performed at the initiative of the end user.
 - 4.3.2.2. “**Passive sampling**” is sampling that is performed in the background, without the end user’s involvement.
 - 4.3.2.3. “**Radio Only Sampling**” is sampling that contains the radio parameters of the cellular network at the point in time being sampled as they were received by the end unit, without reference to the quality of the service received, including upload/download speed, delays, quality and voice call.
 - 4.3.2.4. There are samplings that include, in addition to the radio parameters included in a Radio Only Sampling, a service quality test, including voice call, DATA usage, and video calling.
- 4.3.3. The Bidder must declare that sampling will include an examination of the quality of the data transfer service (at least the uploading/downloading speed), whether they are passive or active.
- 4.3.4. The Bidder must declare that the sampling include all cellular technologies used in Israel (currently, these are 2nd, 3rd, 4th and 5th generation cellular technologies) as well as any future cellular technology under international standards that will be used in Israel in the future (from the moment the Bidder begins sampling this technology worldwide).
- 4.3.5. The Bidder must declare that Radio Only Sampling will contain at least the following characteristics:
 - 4.3.5.1. Date and time of sampling;
 - 4.3.5.2. Sampling coordinates (in WGS-84 format);
 - 4.3.5.3. MCC;

- 4.3.5.4. MNC;
 - 4.3.5.5. RSRP;
 - 4.3.5.6. RSRQ;
 - 4.3.5.7. The cellular cell ID of the service provider;
 - 4.3.5.8. Broadcast technology;
 - 4.3.5.9. Transmission frequency (band);
 - 4.3.5.10. Whether the sampling is intra structural or extra structural;
- 4.3.6. The Bidder must declare that the data transmission service quality sampling contain, in addition to the characteristics defined for Radio Only Sampling and which are also required to be included in the service quality sampling, at least the following characteristics:
- 4.3.6.1. Data download speed;
 - 4.3.6.2. Data uploading speed;
 - 4.3.6.3. Latency;
 - 4.3.6.4. Jitter.
- 4.3.7. The Bidder must declare that the manner in which the data of the cellular network is measured using the end devices (e.g., RSRP, RSSI, Latency, Jitter), which the Bidder proposes in the framework of the Tender, was carried out on the basis of the definition of one or more of the following standardization bodies: 3GPP, ETSI, GSMA, IEEE, ITU.

5. SCORE

5.1. CRITERIA FOR SCORING BIDS IN THE TENDER

5.1.1. The score of each bid in the Tender will be in accordance with the following criteria:

- 5.1.1.1. Quality – 70%;
- 5.1.1.2. Price – 30%;

5.2. QUALITY INDICATORS

5.2.1. The quality of the bids will be evaluated as follows:

#	%	Description	Calculation
1	40%	Quantity and distribution of samplings	Details in Chapter B Bid Booklet
2	15%	Minimal end-user involvement	
4	15%	Availability of a solution to the general public	
5	10%	Number of customers	
6	10%	Data transfer frequency	

#	%	Description	Calculation
7	5%	Bidder's years of operation	
8	5%	System interfaces	

5.3. PRICE INDICATORS

5.3.1. The Bidders in the Tender must submit a price quote in accordance with the “Quote Form” (see Annex 1 in Chapter B of the Tender).

5.3.2. A score will be calculated for each pricing unit that appears on the Quote Form, according to the formulas specified below.

5.4. METHOD OF CALCULATING THE SCORE

5.4.1. **Method of calculating the quality score:** for each Bidder, the quality score will be calculated according to the sum of all the scores received by the Bidder in each quality criterion according to the weight of that criterion.

5.4.2. **Method of calculating the price score:** for each Bidder, the calculation of the price score will be as follows:

5.4.2.1. First, the weighted quote will be calculated according to the following steps:

5.4.2.1.1. The weighted quote calculation will be carried out by multiplying the price of each of the pricing units by the quantity of the same unit, as defined in the Quote Form and adding up all the units.

5.4.2.1.2. After calculating the weighted quote, a score will be given for the quote based on the next formula:

$$PS_i = 100 \times \left(1 - \frac{P_i - P_{min}}{P_{max}}\right)$$

5.4.2.1.2.1. Definitions:

5.4.2.1.2.1.1. The price score of the Bidder PS_i –i

5.4.2.1.2.1.2. The weighted quote of the Bidder P_i –i

5.4.2.1.2.1.3. The lowest weighted quote received by any of the Bidders $-P_{min}$

5.4.2.1.2.1.4. The highest weighted quote received by any of the Bidders $-P_{max}$

The weighted quote score will be made according to the next formula:

5.4.2.2. $G_i = 70\% \times TQ_i + 30\% \times PS_i$

5.4.2.3. Definitions:

5.4.2.3.1. The weighted score of the Bid $G_i - i$

5.4.2.3.2. The quality score of Bidder i according to the details above $-TQ_i$

5.4.2.3.3. The price score of the Bid i according to the details above $-PS_i$

6. SELECTING A WINNING BID

6.1. RANKING OF BIDS

6.1.1. The Bids will be ranked according to their score after weighing the criteria stipulated in the Tender; the Bid with the highest score will be ranked first, followed by the Bid with the second highest score, and so on.

6.1.2. If, after weighing the Bids as detailed above, the Bids with the highest weighted score have the same score, the Client will act as follows until a winning bid is selected:

6.1.2.1. The Client will act in accordance with Section 2B of the Mandatory Tenders Law, 5752-1992, regarding “a business controlled by a woman” and the “encouragement of reserve soldiers in micro, small or medium businesses,” as defined therein, provided that the Bidder meets the requirements of the law.

6.1.2.2. If there is still no resolution, the Bid with the highest quality score will be ranked first.

6.1.2.3. If there is still no resolution, the Client will conduct an additional pricing process, between those Bids, in which each of the Bidders may submit a favorable quote in relation to its original bid or alternatively hold a lottery between those Bids in order to determine their ranking, at the discretion of the Client.

6.2. **SELECTING A WINNING BID**

6.2.1. After ranking of the Bids as detailed above, the Client will declare the Bidder whose Bid was ranked first as the winner of the Tender (the “**Winning Bid**”), subject to the execution of the actions detailed below and will notify the other Bidders of the aforesaid declaration.

6.3. **QUALIFIED BIDDERS**

6.3.1. The Client may select qualified Bidders in the Tender (the “**Qualified Bidders**”), in accordance with the ranking of the Bids in the Tender. If the Winning Bid is terminated, for any reason, within a period of up to one year from the date of its selection as the Winning Bid, the Client may declare the next Qualified Bidder as the Winning Bid, subject to its compliance with the requirements listed below regarding the Winning Bid of the Tender.

6.4. **THE CONDITIONS FOR ENTERING INTO AN ENGAGEMENT AGREEMENT WITH THE WINNER**

6.4.1. As a precondition for entering into the Engagement Agreement, the Bidder of the Winning Bid must perform the following actions, within a period of time to be defined by the Client:

6.4.1.1. If the Bidder of the Winning Bid is a company, other than a government company, it must provide an updated confirmation that the company is not registered as a violator of the law and is not under a warning before registering as a company in violation of the law. The GuideStar website may be used.

6.4.1.2. If the winner is an association, endowment, Ottoman association or public benefit company –

6.4.1.2.1. Submission of a certificate of proper management from the Registrar of Associations or the Registrar of Endowments, as applicable, attesting that the entity complies with the requirements of the Association Law, 5740-1980, the Companies Law, 5759-1999, the Trust Law, 5739-1979 or the Ottoman Law on Associations (1909), as applicable, and the guidelines of the Registrar of Associations/Registrar of Endowments, as the case may be, for its proper management for the purpose of obtaining the certificate, with the exception of the following cases, in which a “Certificate of

Submission of Documents” from the relevant Registrar will suffice:

6.4.1.2.1.1. An engagement with an association, non-profit organization, or endowment, which has not been registered for more than two years.

6.4.1.2.1.2. Engagement with an Ottoman Society.

6.4.1.2.2. A Winning Bid that includes a declaration that the Bidder is not obligated to pay VAT as part of the execution of the engagement and that the Bidder has applied to the Tax Authority for approval, will submit confirmation from the Tax Authority that it has contacted them for such approval.

6.4.1.3. Submission of the Engagement Agreement in **Chapter D**, with its annexes (e.g., confidentiality and no conflict of interest undertaking, etc.), signed by the authorized signatory of the Bidder of the Winning Bid along with the corporate seal.

6.4.1.4. The Bidder of the Winning Bid must register as a provider (insofar as it is an Israeli provider that is not registered) in the Government Providers Portal in order to submit reports and invoices. For this purpose, the Bidder of the Winning Bid will bear all costs, if any apply, and to approve the terms of use of the portal (see Directive 7.12.5 “The Providers Portal”).

6.4.2. If the Bidder of the Winning Bid fails to perform the actions listed above within the timeframe defined by the Client, the Client may, at its sole discretion, grant an extension to complete the execution of the actions, disqualify the Bid and cancel the Tender, or declare the next ranking bid as the Winning Bid of the Tender.

6.5. COMMENCEMENT OF SERVICES

6.5.1. Following the fulfillment of all the conditions stated herein by the Bidder of the Winning Bid, the Client will add the signatures of the authorized signatories on its behalf to the Engagement Agreement (the “**Engagement Agreement Execution Date**”).

6.5.2. Following the Engagement Agreement Execution Date, the Bidder of the Winning Bid must be ready to commence work immediately.

6.6. PAYMENT MILESTONES

6.6.1 Payment for the services of setting up and implementing the system and for working hours and training will be made at the end of the work and subject to the Client's satisfaction.

6.6.2 Payment for use of the system will be once every two months.

7. TENDER SCHEDULES AND DATES

7.1. TENDER SCHEDULES

7.1.1. The Tender Procedure will be carried out in accordance with the schedule detailed below (Israel time):

Subject	Date
Deadline for submission of clarification questions	14/02/2025 at 13:00
Deadline for submission of Client's answers to clarification questions	27/02/2025 at 18:00
Deadline for submission of Bids	31/03/2025 at 13:00

7.1.2. The schedule detailed in the table shall bind anyone interested in competing in the Tender. Only the Client may change the schedule at its sole discretion.

7.1.3. Any change in the schedule of the Tender or updates relating thereto will be published on the website of the Government Procurement Administration at: www.mr.gov.il under the title – Tender No. 13/2024 for Mobile Crowdsourcing (the “**Tender Page**”).

7.2. CLARIFICATION QUESTIONS FOR THE TENDER

7.2.1. In any case of ambiguity or comments regarding the Tender, its dates or its terms, it is possible to forward clarification questions by the deadline for submitting clarification questions stated above.

7.2.2. The questions will be submitted in concise and clear wording in Hebrew or English, to the Tender Administrator, Ms. Meital Lugassi, a certified procurement manager, via email only at lugassim@moc.gov.il.

7.2.3. Questions that are forwarded after the said deadline, or questions presented orally or by telephone or in a format other than the proper format shall not oblige the Tender Administrator to provide any answer.

- 7.2.4. Questions sent anonymously will not be answered.
- 7.2.5. The Client may allow for additional rounds of clarification questions, in a notice published on the Tender Page, at its sole discretion.
- 7.2.6. A Bidder who does not forward any clarification questions about the Tender to the Client, in accordance with the tender rules, may not raise any demand or claim against the Tender in the future.

7.3. ANSWERS TO CLARIFICATION QUESTIONS

- 7.3.1. Answers and clarifications will be provided in writing only, their wording shall be the binding version, and they will become an integral part of the Tender Documents.
- 7.3.2. The Client's answers and clarifications will be published on the Tender Page. It is the responsibility of the Bidder to be informed of the Client's answers as well as with the standard updates published in relation to this Tender.
- 7.3.3. The Client may make changes in the Tender Documents and may also provide an interpretation or clarification of the provisions of the Tender Documents.
- 7.3.4. The Client is not bound by a question that has been submitted, and the Client may, when formulating an answer to the clarification questions, shorten the wording of the question or reformulate it.
- 7.3.5. The Client's answers will be published without the names of the applicants.

7.4. SUBMISSION OF BIDS IN THE TENDER

- 7.4.1. Bids will be submitted to the tender box located on the 1st floor of the Ministry of Communications, 23 Yafo Street, Jerusalem.
- 7.4.2. A Bidder interested in participating in the Tender must submit the Bid Booklet (Chapter B) in two copies (one of which will be marked as the original) accompanied by two flash drives (DOK) that form identical copies of each other, in a tightly sealed, complete and intact envelope that includes all the documents required in this chapter, including the annexes (the data files in CSV format will be submitted in digital form only, not in print), clearly stating **only the tender number and the subject of the engagement**.

- 7.4.3. It is noted that the flash drives (DOK) will contain all the documents required in the Bid Booklet (Chapter B) in an open format (doc or docx only) and shall include the necessary annexes, declarations and approvals, scanned in PDF format. The data file required as part of the annexes will be in CSV format only. The attached copies and the files will be identical to the first printed and signed copy. The flash drives will not contain additional files other than the Tender files as detailed herein.
- 7.4.4. In the event of a discrepancy between the hand-signed response and the copies attached in the flash drive, the hand-signed wording will prevail.
- 7.4.5. The files on the DOK will undergo file scanning processes for the purpose of information security, as is customary for the Client.
- 7.4.6. For each copy of the Bid, the Quote Form (Annex 1 to this Chapter) will be inserted into an additional, tightly sealed envelope (on which a “price quote” will be noted) and will also be inserted into the tender envelope. It is hereby emphasized that the details of the price quote or a copy thereof will not appear in the documents (except within the closed price quote envelope) in any way. Only the name and number of the Tender must be written next to the words “Price Quote” on the envelopes.
- 7.4.7. The Bidder shall attach to the Bid the wording of the clarifications for the Tender published by the Client if any were published. If the Client published an updated edition of the Tender following its clarifications, the Bidder must be careful to submit the response in accordance with the updated version.
- 7.4.8. Entry to the compound where the tender box is located involves a security check and may take a long time. The Bidder must arrive early and allow for sufficient time in advance, in order to submit the Bid by the date set out above.
- 7.4.9. Bids that are not found in the tender box by the deadline for submitting bids to the tender box as detailed in the table above will not be discussed by the Client’s Tender Committee.

8. TENDER RULES

8.1. EXAMINATION OF THE BIDS

- 8.1.1. The Client will examine whether the Bidder submitted the Bid in accordance with the Tender guidelines including all the necessary

documents as required in the Bid Booklet (Chapter B) and will score the Bids in accordance with the criteria specified in the Tender.

- 8.1.2. If the Bidder, as an independent legal entity, does not meet the prerequisites detailed above, or other conditions set out in the Tender, and in the past the Bidder has undergone an organizational change (for example, acquisition of activity, incorporation as a company, reorganization or other consolidation of companies), in such a way that the relevant activity for the purpose of meeting the prerequisites of the Tender has been integrated with the Bidder – the Bidder may ask the Client, in writing and in a reasoned manner, to integrate its own data with the data of the entity in which the activity took place prior to the organizational change. A decision regarding such recognition will be subject to the discretion of the Client.
- 8.1.3. In order to examine and score the Bids, the Client may use a professional team that may include external consultants.
- 8.1.4. The Client may ask the Bidder to clarify a certain detail in its Bid, to fill in a missing detail, or to produce an additional or alternative document proving its compliance with the terms of the Tender, and in particular the prerequisites thereof, within a fixed period of time. Failure to respond to such a request, or failure to respond within the fixed time period, may result in the disqualification of the Bid, at the Client's discretion.
- 8.1.5. If the Client enabled the Bidder to complete its Bid, and the Bid still does not meet the requirements of the Tender, the Client may disqualify the Bid or request additional supplementation, at its discretion.
- 8.1.6. For the purpose of examining and scoring the Bids, the Client will use the information detailed in the Bid submitted by the Bidder, and it may also use other reliable information, including the professional knowledge available to the Client, as well as the past experience with the Bidder of the Client or of another government body, if any, and public information about the Bidder, and the opinions of professional consultants, etc. It is noted that for the purpose of scoring the Bids, the Client may take into account its experience with the Bidder or the experience of another government body, instead of or in addition to other clients specified in the Bid, to the extent specified or within the framework of any other relevant criteria.

8.2. NEGOTIATING WITH BIDDERS

- 8.2.1. The Client may, at its sole discretion, conduct negotiations with the Bidders in the Tender for the purpose of receiving an offer that benefits the Client.
- 8.2.2. Negotiations with Bidders, if any, will be conducted in accordance with Regulation 7 of the Mandatory Tenders Regulations.

8.3. SINGLE BID

- 8.3.1. If a single bid was submitted in the Tender or after the examination of the Bids only one remains, the Client may, at its sole discretion:
 - 8.3.1.1. declare the remaining Bidder is the winner;
 - 8.3.1.2. terminate the Tender and launch a new tender.

8.4. DISQUALIFYING BIDS

- 8.4.1. The Client, after giving the Bidder the right of argument (in writing or orally, at the Client's exclusive determination), may disqualify a Bid submitted in the Tender, at its discretion, *inter alia*, if one of the following conditions is met:
- 8.4.2. Disqualifying a missing or unclear Bid – if a Bid submitted in the Tender is missing in such a way that the Client cannot understand its essence, or alternatively, it suffers from a lack of clarity or considerable disorder.
- 8.4.3. Disqualifying a non-feasible Bid – if the Bid is not economically sound to the extent that the Bidder doubts its ability to meet its obligations if it wins the Tender.
 - 8.4.3.1. **Disqualification of a tricky Bid or a Bid submitted in bad faith** – where a Bid includes unusual prices or discounts, cross-subsidy, dumping and any other case in which the Bid is made in bad faith, including in the case of an action or conduct by the Bidder that is not in good faith within the framework of the Tender.
 - 8.4.3.2. **Disqualifying a Bid due to conduct in previous tenders and engagements** – the Bidder, in the framework of a previous tender or engagement of the Bidder, or of another government ministry and

auxiliary unit, acted in bad faith, with trickery or unclean hands, provided misleading information or inaccurate material information or acted in an extreme lack of professionalism, in a manner that in the opinion of the Client justifies its disqualification.

8.4.3.3. **Disqualifying a bid due to the Bidder's economic situation** – where due to the Bidder's current or expected financial situation, including bankruptcy or liquidation proceedings or material claims against it, there is a concern about its ability to perform if it wins the Tender.

8.4.3.4. **Disqualifying a bid due to a conflict of interest** – in case of a conflict of interest, whether direct or indirect, or a concern of a conflict of interest between the Bidder's affairs, the Bid it submitted, or the interested parties thereof, and the participation and winning of the Tender or the performance of the services by the Bidder, in a manner that in the opinion of the Client, at its sole discretion, cannot be regulated.

8.4.3.5. **Disqualifying a bid due to collusion** – where there is a reasonable suspicion of collusion between the Bidder and other Bidders in the Tender, or between the Bidder and a potential bidder.

8.5. APPOINTMENT OF A REPRESENTATIVE ON BEHALF OF THE BIDDER

8.5.1. For the purpose of the Tender, the Bidder will appoint a representative on its behalf (as detailed in Chapter B) who will be the exclusive contact for any inquiry regarding the Tender.

8.5.2. Any response and reference sent by the Bidder's representative to the Client, or from the Client to the Bidder's representative, will be binding on the Bidder.

8.6. VALIDITY OF BIDS

8.6.1. The Bid is valid for 90 days after the deadline for submitting bids. The Client may announce the extension of the validity of the Bids for an additional period of up to 90 days, for the purpose of selecting the Winning Bid of the Tender.

8.6.2. A Bidder may not withdraw its bid during the period in which said bid is valid.

8.7. CANCELLATION OR MODIFICATION OF TENDER

8.7.1. The Client may, on its own initiative and its sole discretion, cancel, change and update the Tender, including the dates specified therein and the publication of clarifications on what is stated therein.

8.7.2. Such changes will be published on the Tender Page. The Bidder is responsible for independently checking the notices and updates that will be published as aforesaid regarding this Tender.

8.7.3. The engagement with the Bidder of the Winning Bid is subject to the existence of an available budget. Insofar as it is not possible to engage with the Bidder of the Winning Bid for budgetary reasons, the Client may cancel the Tender.

8.7.4. The Client will not be obligated to compensate the Bidders in the event of cancellation of the Tender.

8.8. EXPENSES

8.8.1. Bidders who choose to submit a Bid in the Tender will bear any financial cost required for their participation in the Tender and will not be entitled to any refund from the Client for these costs.

8.8.2. The Bidders will not be entitled to reimbursement of expenses or compensation of any kind in connection with the Tender, including in the event of its termination, delay, change of terms or cancellation.

8.9. JURISDICTION

8.9.1. Jurisdiction over all matters relating to the Tender, or any claim arising from the Tender and its management, belongs to the district in which the Tenders Committee of the Client resides exclusively.

8.10. CONFIDENTIALITY AND THE RIGHT OF REVIEW

8.10.1. Subject to the Client's obligations under the law, the Client will not disclose the content of the Bid to a third party who is not the Client's employee, or any consultant employed by it and provides it with services for the purpose of the Tender, who will also be subject to a confidentiality undertaking and may not use Bids submitted in the Tender except for the purposes of the Tender.

8.10.2. However, in accordance with Regulation 21(e) of the Mandatory Tenders Law Regulations, Bidders in the Tender may request to review the Winning Bid, as well as the minutes of the Tenders Committee and other documents related to the Tender (in whole or in part), excluding the exceptions listed in the Regulation, including documents that are a commercial or professional secret, or that may harm the security of the state, its foreign relations, its economy and public security. Nevertheless, in accordance with the Criminal Information and Rehabilitation of Returnees Law, 5779-2019, Bidders in a Tender will not be able to review criminal information that was brought before the Tenders Committee, or discussed by the committee, in relation to the Winning Bid in the Tender as well.

8.10.3. If a Bidder wishes to prevent the examination of the sections of its bid due to an alleged trade secret, a professional secret, or any other reason mentioned in the Mandatory Tenders Regulations, said Bidder must explicitly state this in the Bid Booklet (Chapter B), in the designated place for this purpose. It is clarified that the request itself will not prevent the examination of the relevant sections, and a decision on the matter will be made by the Client's Tenders Committee. It is clarified that the price of the Bid is not a commercial or professional secret.

8.10.4. A Bidder who claimed that a certain part of its bid is a commercial or professional secret will be precluded from demanding to review this part of the Winning Bid in the Tender.

8.10.5. Subject to the aforesaid, by participating in the Tender, the Bidder agrees that if its Bid is declared the Winning Bid, it will be made available for review by the other Bidders in the Tender in accordance with the provisions of the law.

8.10.6. In the event that the Client's Tenders Committee rejects the winning Bidder's claim that parts of the Bid are a commercial or professional secret, the Client will notify the Bidder prior to exercising the actual right of review.

8.11. EXHAUSTION OF PROCEEDINGS BEFORE THE COMMITTEE

8.11.1. If, after exercising the right of review, a Bidder in the Tender believes that there was an error in the decision of the Tenders Committee, it must contact the committee in writing and detail its arguments in a reasoned manner, no later than 10 business days from the date of exercising the right of review.

- 8.11.2. During the examination of Bidder's claims in the Tender, if any, the Client will not delay the realization of the engagement with the Bidder of the Winning Bid, except in exceptional cases, at its sole discretion.
- 8.11.3. Insofar as after clarifying the Bidder's claims, the Tenders Committee believes that there was an error in the decision it made, the realization of the engagement with the Bidder of the Winning Bid will not prevent it from making any decision required for the purpose of correcting the error, including, in exceptional cases, the cancellation of the Winning Bid.

CHAPTER 2

THE BID BOOKLET

9. SUBMISSION OF A BID IN THE TENDER

9.1. GUIDELINES FOR THE BID BOOKLET

- 9.1.1. This Chapter is the Bidder's response to the Tender; there is no need to provide a response to any other part of the Tender, or to attach a document that is not required in this Chapter.
- 9.1.2. The guidelines in this Chapter must be carefully followed for the Bid to be properly examined and evaluated. No stipulation may be added, and no change can be made to any of the terms of the Tender, or to the guidelines below.
- 9.1.3. In any case of questions or ambiguities regarding the Tender Documents, the Bidder must forward a clarification question to the Client, as detailed in **Chapter A** of the Tender Documents.
- 9.1.4. Any relevant document or file may be attached to the Bid for the purpose of detail and illustration. It should be emphasized that the examination of the Bid will be based on the details provided in the Bid Booklet.
- 9.1.5. Missing information or unnecessary details that do not meet the Tender's requirements may lead to a low score of the Bid or its disqualification at the sole discretion of the Client.

10. BIDDER'S INFORMATION

Name of Bidder	
Type of Bidder (Corporation/Partnership/NGO /Authorized Dealer, etc.)	
Date of registration in the registry (if applicable)	
Identification number (e.g. company number)	
The contact on behalf of the Bidder for the Tender	Name:
	Address:
	Phone:
	Email:

11. PROOF OF COMPLIANCE WITH TENDER PREREQUISITES

11.1. In accordance with the provisions of this Chapter, the Bidder shall specify its compliance with the prerequisites specified in the Tender.

11.2. **Proof of compliance with administrative prerequisites**

11.3. **Requirements from an Israeli Bidder only:**

11.3.1. The Bidder declares and undertakes that it meets the administrative prerequisites detailed in **Chapter A** of the Tender in accordance with the details presented below:

11.3.1.1. **A duly registered Bidder (check the correct box)**

The Bidder is duly registered in Israel.

The Bidder is not required to be registered in Israel under the law. Explanation: _____

11.3.1.2. **Compliance with the Public Entities Transactions Law –**

11.3.1.2.1. **Bookkeeping – the Bidder**

11.3.1.2.1.1. Manages the ledgers and records that it must manage under the Income Tax Ordinance [New Version], and the Value Added Tax Law, 5736-1975 (the “**Value Added Tax Law**”), or is exempt from managing them.

11.3.1.2.1.2. Reports its income to the tax assessor and reports its taxable transactions under the Value Added Tax Law.

11.3.2. Only a foreign Provider will attach a certificate of incorporation.

- In order to prove compliance with this prerequisite, an Israeli Provider must attach a certificate from an authorized official and a foreign Provider must attach a certificate of incorporation and mark it as Annex 2.

11.3.2.1. No convictions –

11.3.2.1.1.1. Neither the Bidder nor its affiliates have been convicted of more than two offences under the Employment of Foreign Workers Law, 5751-1991 (the “**Employment of Foreign Workers Law**”) and the Minimum Wage Law, 5747-1987 (the “**Minimum Wage Law**”) up to the date of submission of the Bid by the Bidder, or have been convicted as aforesaid, but at least one year has passed from the date of the last

conviction until the date of submission of the Bid.

- In order to prove compliance with these prerequisites, the Bidder must attach the affidavit detailed in Annex 3.

11.3.2.1.2. Proper representation for people with disabilities (check the correct box)

- The provisions of Section 9 of the Equal Rights for People with Disabilities Law, 5758-1998 (the “**Equal Rights Law**”) do not apply to the Bidder.
- The provisions of Section 9 of the Equal Rights Law apply to the Bidder, and it complies with them.

11.3.2.1.2.1. If the provisions of Section 9 of the Equal Rights Law apply to the Bidder, the Bidder must check one of the following options:

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

11.3.2.1.2.2. If the Bidder employs 100 or more employees (check one of the following options):

- The Bidder undertakes that if its Bid wins the Tender, it will contact 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 Law, and if necessary, to receive instructions from it in connection with their implementation;
- The Bidder undertook in the past to contact the Director General of the Ministry of Labor, Social Affairs and Social Services to examine the implementation of its obligations under section 9 of the Equal Rights Law, and to the extent that it received instructions in the matter, it did indeed act to implement them.

11.4. Proof of compliance with the professional prerequisites:

11.4.1. Upon submission of this Bid, the Bidder declares and undertakes that it meets the following professional prerequisites;

11.4.2. There are a number of characteristics for cellular service samplings. The main ones include active sampling versus passive sampling, as well as radio only sampling versus sampling that also includes an examination of the quality of service (as detailed below):

11.4.2.1. “**Active sampling**” is sampling that is performed at the initiative of the end user;

- 11.4.2.2. “**Passive sampling**” is sampling that is performed in the background, without the end user’s involvement.
- 11.4.2.3. “**Radio Only Sampling**” is sampling that contains the radio parameters of the cellular network at the point in time being sampled as they were received by the end unit, without reference to the quality of the service received, including upload/download speed, delays, quality and voice call.
- 11.4.2.4. There are samplings that include, in addition to the radio parameters included in a Radio Only Sampling, a service quality test, including voice call, DATA usage, and video calling.
- 11.4.2.5. The Bidder must declare that sampling will include an examination of the quality of the data transfer service (at least the uploading/downloading speed), whether they are passive or active.
- 11.4.2.6. The Bidder must declare that the sampling include all cellular technologies used in Israel (currently, these are 2nd, 3rd, 4th and 5th generation cellular technologies) as well as any future cellular technology under international standards that will be used in Israel in the future (from the moment the Bidder begins sampling this technology worldwide).
- 11.4.2.7. The Bidder must declare that Radio Only Sampling will contain at least the following characteristics:
 - 11.4.2.7.1. Date and time of sampling;
 - 11.4.2.7.2. Sampling coordinates (in WGS-84 format);
 - 11.4.2.7.3. MCC;
 - 11.4.2.7.4. MNC;
 - 11.4.2.7.5. RSRP;
 - 11.4.2.7.6. RSRQ;
 - 11.4.2.7.7. The cellular cell ID of the service provider;
 - 11.4.2.7.8. Broadcast technology;
 - 11.4.2.7.9. Transmission frequency (band);
 - 11.4.2.7.10. Whether the sampling is intra structural or extra structural;
- 11.4.2.8. The Bidder must declare that the data transmission service quality sampling contain, in addition to the

characteristics defined for Radio Only Sampling and which are also required to be included in the service quality sampling, at least the following characteristics:

- 11.4.2.8.1. Data download speed;
- 11.4.2.8.2. Data uploading speed;
- 11.4.2.8.3. Latency;
- 11.4.2.8.4. Jitter.
- 11.4.2.8.5. The Bidder must declare that the manner in which the data of the cellular network is measured using the end devices (e.g., RSRP, RSSI, Latency, Jitter), which the Bidder proposes in the framework of the Tender, was carried out on the basis of the definition of one or more of the following standardization bodies: 3GPP, ETSI, GSMA, IEEE, ITU.

12. QUALITY OF THE BID

In this part of the Bid, the Bidder will detail the information necessary for the purpose of evaluating the quality of the Bid, in accordance with the quality criteria detailed above in **Chapter A** of the Tender Documents.

12.1. Quantity and Distribution of Sampling (Quality Weight 40%)

- 12.1.1. The number of sampling and their distribution is of great importance: the higher the number of sampling received for a particular area, the more accurate conclusions can be drawn about the quality of the cellular service, as well as make data based, informed decisions in the Ministry's areas of responsibility. The Ministry is aware that in peripheral areas there is a higher chance of a small number of samplings, and therefore more weight is given to the number of samplings in these areas that the Bidder can provide.
- 12.1.2. The Bidder will submit a CSV file for the Ministry's review containing all the cellular sampling carried out from June 2024 until the end of August 2024 in Israel² (the "**Sampling Layer**"), in a format that meets the requirements of the Tender (Section 11.4.2).
- 12.1.3. The Sampling Layer will be cut across the District layer that will be separately attached to the Tender Documents. The file is in SHP format.

² All sampling with MCC ID were 425.

12.1.4. The score in this section will be a summary of the number of samplings according to the following weights:

Sampling District	Type of Sampling	Weight
Tel Aviv	Radio only	0.3
Center/Jerusalem/Haifa	Radio only	0.5
All the rest	Radio only	1
Tel Aviv	Quality of data transfer service	1
Center/Jerusalem/Haifa	Quality of data transfer service	1.5
All the rest	Quality of data transfer service	3

12.1.5. Example of a Bidder's score that equals the sum of the left column - 1,055,000:

Sampling District	Type of Sampling	Quantity of Sampling	Factor	Score
Tel Aviv	Radio only	500,000	0.3	150,000
Center/Jerusalem/Haifa	Radio only	200,000	0.5	100,000
All the rest	Radio only	250,000	1	250,000
Tel Aviv	Quality of data transfer service	150,000	1	150,000
Center/Jerusalem/Haifa	Quality of data transfer service	80,000	1.5	120,000
All the rest	Quality of data transfer service	95,000	3	285,000

12.1.6. The score will be normalized so that the Bidder with the highest score will receive 100 points and the Bidder with the lowest score will receive 0 points.

12.1.7. **For the purpose of this section, the Bidder must attach separate CSV files for Radio Only sampling and Quality of Data Transfer Service sampling in accordance with Section 12.1.2 above. The file should be marked as Annex 5.**

12.2. MINIMAL END-USER INVOLVEMENT (QUALITY WEIGHT 15%)

12.2.1. The more the end users are required to be involved in the process of producing mobile sampling, the less likely the sampling will be accomplished. Therefore, in order to increase the likelihood of a large amount of sampling in the future, the least possible involvement of end users is required.

12.2.2. Since the prerequisites are the performance of data transfer service quality sampling, the scoring of this section also includes involvement in these types of sampling and not just passive radio sampling.

12.2.3. In other words, if, for example, the Bidder performs passive radio sampling without the involvement of the users at all, but in order to perform tests on the quality of data transfer service, it is necessary to install a dedicated application and run the test individually, the Bidder will not receive points for this section.

12.2.4. The points in this section will be given in accordance with the details in the following table:

Involvement Required	Detail	Score
No involvement	The User is not required to perform any action directly related to the installation of a dedicated application or the operation of any actual sampling process, except for the approval of conditions required by law.	15
Installing an app	The user is required to install a dedicated application and approve only the conditions required by law.	8
Installing an app and confirming data package volume	The user is required to install a dedicated application and approve the conditions required by law. In addition, the user is required to confirm the usage volume of the data package or the usage volume of each test. The user is not required to run the tests physically, but the tests are carried out in the background without the user's involvement.	4
Installing an app and sampling	The user is required to install a dedicated application and approve the conditions required by law. In addition, the user is required to run the data transfer service quality tests manually or to set fixed dates for performing the aforementioned tests in advance.	0

12.2.5. **For the purpose of examining this section, the Bidder must attach details regarding the manner in which the quality requirement is met (any relevant document can be attached) and marked Annex 6.**

12.3. **AVAILABILITY OF A SOLUTION TO THE GENERAL PUBLIC (QUALITY WEIGHT 15%)**

12.3.1. The Bidder will receive a score if part of the Bid includes a dashboard available for making aggregate information accessible to the public through a reference from the Ministry of Communications' website. This aggregate information will include, at a minimum, a comparison at the level of an authority or the entire country (the score

will be accordingly), between the cellular companies in a number of parameters of the quality of reception or service. The availability of the solution on the Ministry's website will be within 3 months from the date of winning the Tender:

12.3.2. A response may be submitted for one or more of the lines in the table below.

Classification of Bidder	Score
A solution is available for making aggregate information accessible to the public at the level of a local authority (the polygons of the local authorities are available on the Israeli Ministry of Interior website)	7
A solution is available for making aggregate information accessible to the public on the national level	5
Support for languages spoken in Israel	3

12.3.3. **For the purpose of examining this section, the Bidder must attach details regarding the manner in which the quality requirement is met (any relevant document can be attached) and marked Annex 7.**

12.4. **DATA TRANSFER FREQUENCY (QUALITY WEIGHT 10%)**

12.4.1. The frequency of updating the database is very important. Update frequency is affected by two main factors:

12.4.2. The time that passes from the moment the end device is sampled until the Bidder's database is updated.

12.4.3. The Ministry's ability to frequently receive updates from the Bidder.

12.4.4. The score will be determined according to the maximum duration of the two factors specified – the maximum duration of processing of the sampling from the moment the sampling is performed on the end device until it is updated in the database accessible to the Bidder's customers; Minimum frequency for retrieving the latest data by the Ministry:

Maximum Time (Hours)	Score
0-2	15
2-6	13
6-12	8
12-24	4
24-48	2
48 hours or more	0

12.4.5. For example, if a sampling is processed within 3 hours and the office can retrieve the database every 5 minutes, then the maximum time that expresses the “real time” is 3 hours, and, therefore, the score will be 13. On the other hand, if a sampling is processed within 2 hours and the Ministry can retrieve the database every 24 hours, then the maximum time that expresses the “real time” is 24 hours, and, therefore, the score will be 2.

12.4.6. **For the purpose of examining this section, the Bidder must attach details regarding the manner in which the quality requirement is met (any relevant document can be attached) and marked Annex 8.**

12.5. **NUMBER OF CUSTOMERS (QUALITY WEIGHT 10%)**

12.5.1. A score in this section will be given to the number of agreements that the company has, as of the bid submission date, vis-à-vis cellular operators or regulators in the context of a system similar to the one proposed in this Tender. The larger the number of users of the cellular operator, the higher the score:

12.5.2. For every agreement with a cellular operator with more than a million end users, one point will be given.

12.5.3. For every agreement with a cellular operator with more than 10 million end users, an additional point will be given.

12.5.4. For every agreement with a cellular operator with more than 20 million end users, an additional point will be given.

12.5.5. For every agreement with a regulator that has powers in the field of cellular coverage in the country, an additional point will be given. The score will be normalized so that the Bidder with the highest score will receive 100 points and the Bidder with the lowest score will receive 0 points.

12.5.6. **For the purpose of examining this section, the Bidder must attach details regarding the manner in which the quality requirement is met (any relevant document can be attached) and marked Annex 9.**

12.6. **BIDDER'S YEARS OF OPERATION (QUALITY WEIGHT 5%)**

12.6.1. Points will be given according to time from the moment the proposed system and database were commercialized (in their first version) until today:

Years of Operation	Score
0-3	0
3-9	2
9-15	4
15 and up	5

12.6.2. **For the purpose of examining this section, the Bidder must attach details regarding the manner in which the quality requirement is met (any relevant document can be attached) and marked Annex 10.**

12.7. **SYSTEM INTERFACES (QUALITY WEIGHT 5%)**

12.7.1. In addition to the standard interface detailed in the technical specifications as a prerequisite (HTTPS protocol), points will be given in favor of more advanced interfaces that will enable automation vis-à-vis the Bidder's system. The score is cumulative, if both interfaces exist:

Interface	Explanation	Score
API support	The proposed system will enable the consumption of a secure API, which allows the user to pull data from various platforms of the organization following proper identity verification procedure.	2.5
Push data to cloud	The proposed system will allow data to be automatically pushed to GCP or AWS cloud storage, at a frequency to be determined (separate scoring is given to frequency).	2.5

12.7.2. **For the purpose of examining this section, the Bidder must attach details regarding the manner in which the quality requirement is met (any relevant document can be attached) and marked Annex 11.**

13. BIDDER'S ADDITIONAL OBLIGATIONS

13.1. ELIGIBILITY TO COMPETE IN THE TENDER

- 13.1.1. The Bidder has carefully read the Tender Documents with all the chapters, annexes, terms and parts, including all the clarifications published by the Client and including the terms of engagement with the winning provider, and the Bidder understands all that is stated therein, and agrees thereto.
- 13.1.2. The Bidder is not in bankruptcy or liquidation proceedings and no material claims are being conducted against the Bidder, which may harm its ability to function if it wins the Tender.
- 13.1.3. There is no impediment under any law to the Bidder's participation in the Tender.
- 13.1.4. The submission of a Bid in the Tender or the execution of the engagement that is the subject of the Tender, by the Bidder does not create a conflict of interest, whether directly or indirectly, between the Bidder and the Client.
- 13.1.5. The Bidder undertakes to update the Client, immediately and in writing, of any material change that occurred in the information provided in the framework of its Bid.
- 13.1.6. Insofar as the Bidder is not liable for VAT in the framework of the engagement by virtue of the Tender, the Bidder declares that it has applied to the Tax Authority for approval, prior to submitting a Bid in the Tender.

13.2. NO COLLUSION

- 13.2.1. The details appearing in this Bid were decided by the Bidder independently, with no consultation, arrangement or conspiracy with any other Bidder.
- 13.2.2. The details of the Bid were not and will not be presented to any person or corporation that is submitting a Bid in this Tender.
- 13.2.3. The Bidder was not involved in an attempt to dissuade another competitor from submitting Bids in this Tender and was not involved in any way in a Bid submitted by another bidder.
- 13.2.4. The Bidder did not and does not intend to be involved in an attempt to get another competitor to submit a Bid which is higher or lower than this one.

- 13.2.5. The Bidder was not involved in an attempt to cause any competitor to submit an uncompetitive bid of any kind.
- 13.2.6. This Bid is submitted in good faith.

13.3. **INDEPENDENCE OF THE BIDDER**

- 13.3.1. The Bidder does not hold and is not held by another bidder in the Tender (holding in this regard – directly or indirectly holding 25% or more of the means of control, as defined in the Securities Law, 5728-1968).
- 13.3.2. One entity does not hold more than 25% of the means of control of the Bidder and another bidder in the Tender.
- 13.3.3. The Bidder is not a subcontractor of another bidder in the Tender, in connection with the performance of the services in this Tender.

13.4. **DATA PRIVACY AND COMPLIANCE WITH THE PROVISIONS OF THE LAW**

- 13.4.1. The information transferred to the Client will be aggregate information and will not include identifying personal information of the end users in accordance with the provisions of any law, including the provisions of the Privacy Protection Law, 5741-1981.
- 13.4.2. For the avoidance of doubt, all Bidders must comply with their obligations under any law in Israel, including the provisions relating to data collection and privacy protection of end users.

14. **APPLICATIONS**

14.1. **SUBMITTING APPLICATIONS AS PART OF THE BID**

- 14.1.1. As part of the Bid, the Bidder is entitled to submit applications that are included in the terms of the Tender as detailed in this section below, as an integral part of the Bid.
- 14.1.2. The applications will be included in the Bid documents and will be clearly worded with reference to the section to which they relate.
- 14.1.3. A Bidder who does not approach the Client with applications in accordance with the rules of this Tender as part of the submission of its Bid, may not raise any claim or demand on the subject in the future and will be considered as having waived its application or the right deriving from it,

according to the context, even if it meets the material terms that establish the entitlement – and all according to the matter and context.

14.2. **A BUSINESS CONTROLLED BY WOMEN**

14.2.1. A Bidder who is “Business Controlled By Women” and wishes to be given preference for this reason shall attach to its Bid confirmation and an affidavit, all in accordance with the provisions of Section 2B of the Mandatory Tenders Law.

14.3. **ENCOURAGEMENT OF RESERVE SOLDIERS**

14.3.1. A Bidder who is controlled by a reserve soldier as defined in the Reserve Service Law, 5768-2008, who has served reserve duty for at least 20 days during the 12 months prior to the bid submission date, and wishes to be given preference for this reason, will make a declaration as follows (check the correct box):

The Bidder declares that he/she is a reserve soldier as defined in the Reserve Service Law, 5768-2008, who served in reserve duty for at least 20 days during 12 months before the bid submission date in the Tender.

The declarant controls the business that submitted the Bid. In this regard, “controls” means an active reserve soldier who is an officer of the business who holds, alone or together with other active reserve soldiers, directly or indirectly, 50% or more of any type of means of control in a micro, small or medium business. “means of control” in this regard – as defined in the Banking (Licensing) Law, 5741-1981.

The Bid is not submitted by a subsidiary of a large business. “large business” in this regard: “a licensed dealer or financial institution, as defined in the Value Added Tax Law, 5736-1975, which employs more than 100 employees or whose annual turnover exceeds ILS 100 million.”

14.4. **RECOGNITION OF DATA OF ANOTHER LEGAL ENTITY**

14.4.1. Where an organizational change occurred in the Bidder's past (for example, acquisition of an activity, incorporation as a company, reorganization or other consolidation of companies), in such a way that the

relevant activity for the Tender was integrated with the Bidder, the Bidder may request in writing and in a reasoned manner to attach to its data of the entity in which the activity took place prior to the organizational change in order to meet one or more professional prerequisite, or other conditions of the Tender, or for the purpose of obtaining a quality score, all subject to the rules set out in the Tender.

14.4.2. Insofar as the Bidder applies to be recognized for data of another legal entity for the purpose of meeting a certain prerequisite or a number of prerequisites or for the purpose of obtaining a quality score, in accordance with the conditions specified in the Tender, the Bidder must specify all the relevant details for the purpose of such recognition and attach any document that can prove the structural change, and the integration of the relevant activity therewith.

14.4.3. A decision regarding such recognition will be subject to the discretion of the Client.

14.5. NO REVIEW OF INFORMATION

14.5.1. In accordance with the details in **Chapter A** of the Tender Documents, the following are the pages, sections or documents included in the Bid that the Bidder wishes to prevent other Bidders in the Tender from reviewing (to prevent disclosure of a trade secret or a professional secret or any other reason appearing in Regulation 21(e) of the Mandatory Tender Regulations):

Page/section number	Subject	Reason for no disclosure

Confirmation and Undertaking

By signing this document below, we confirm the following:

- 1. We have read all the provisions of the Tender, and our Bid is submitted in accordance with the rules of the Tender and meets the conditions and requirements detailed in the Tender Documents.**
- 2. Every section in the Tender is understood and accepted by us, and the Bidder will be prevented and estopped from raising arguments against the terms of the Tender from the moment this Bid is submitted.**

- 3. The details that appear in this Bid and its annexes are true, and the Bidder can and intends to comply with every detail of its Bid and the provisions of the Tender.**

Date	Name	Signature and stamp of authorized signatory
------	------	---

Date	Name	Signature and stamp of authorized signatory
------	------	---

Date	Name	Signature and stamp of the authorized signatory
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15. LIST OF ANNEXS THAT MUST BE ATTACHED TO THE BID

Annex	Annex Name	Annex Description
Annex 1	Quote	The Bidder must attach a completed Quote Form in accordance with the instructions appearing in the annex.
Annex 2	Certificate of “Authorized Official”	The Bidder (Israeli Bidder only) must attach a valid certificate from an accountant or tax consultant regarding the proper management of books, and a report to the tax authorities as required by the Public Entities Transactions Law, or a certificate of exemption from this obligation. For this purpose, you can use the following link: https://www.misim.gov.il/gmishurim/frmInputMekabel.aspx?cur=0
Annex 3	Attorney confirmation of no convictions	The Bidder (Israeli Bidder only) must attach attorney's confirmation in accordance with the details in the annex.
Annex 4	Technical Specifications	The Bidder must attach relevant technical documentation of the proposed system as well as the methodology for collecting and processing the data. The methodology will include at least the details of the sources of information, the manner in which the data is collected, the manner in which the data is verified and the manner in which it is processed. It should be marked as Annex 4.
Annex 5	The Sampling Layer	The Bidder will submit for the Ministry's examination a CSV file containing all the cellular sampling carried out from June 2024 to the end of August 2024 in Israel (the “Sampling Layer”), in a format that meets the requirements of the Tender. In addition, an explanation of the columns required for the “Radio Only” and “Quality of Data Transfer Service” sampling must be attached and marked as Annex 5.

Annex	Annex Name	Annex Description
Annex 6	Minimal end-user involvement	For the purpose of examining this section, the Bidder must attach details regarding the manner in which the quality requirements detailed in section 12.2 is met and mark it as Annex 6.
Annex 7	Availability of a solution to the general public	For the purpose of examining this section, the Bidder must attach details regarding the manner in which the quality requirement as detailed in clause 12.3 is met and mark it as Annex 7.
Annex 8	Data Transfer Frequency	For the purpose of examining this section, the Bidder must attach details regarding the manner in which the quality requirement is met as detailed in clause 12.4 and mark it as Annex 8.
Annex 9	Number of Customers	For the purpose of examining this section, the Bidder must attach details regarding the manner in which the quality requirement is met as detailed in clause 12.5 and mark it as Annex 9.
Annex 10	Bidder's Years of Operation	For the purpose of examining this section, the Bidder must attach details regarding the manner in which the quality requirement as detailed in clause 12.6 is met and mark it as Annex 10.
Annex 11	System interfaces	For the purpose of examining this section, the Bidder must attach details regarding the manner in which the quality requirement is met as detailed in clause 12.7 and mark it as Annex 11.

ANNEX 1 – TENDER 13/2024 QUOTE FORM

MOBILE CROWDSOURCING

General

1. The Bidder must review all the Tender Documents before filling out the Quote Form.
2. It is clarified that the quantities indicated below in relation to the pricing units are only an estimate for the purpose of calculating a Winning Bid and the Client has the full and exclusive discretion to determine the scope of the services to be ordered from the Provider in the framework of the Engagement, according to the actual needs of the Client.

Quote

1. The total price can be quoted up to two digits after the decimal point. It is clarified that if the Bidder specifies more than two digits after the decimal point, the amount will be rounded down so that only the first two digits will be taken into account.
2. Only the column marked “To be filled by the Bidder” must be filled out.

Product	Quantity	Percentage of price score	Price per unit in USD before VAT (to be filled out by Bidder)	Total price for the entire quantity in USD before VAT (to be filled out by Bidder)
Establishment and implementation of the system	1	20%		
Hour Bank (Maximum price – 358 ILS per hour)	100	10.8%		
Training day up to 8 hours	1	2%		
Bi-monthly payment for ongoing use of the system	6	60%		
Possible additions				
Working hours ³	1	2%		

³ Approximate amount of working hours - 100 hours, with a deviation of 20% in any direction.

A dashboard available for making aggregate information accessible to the public through the Ministry of Communications' website ⁴	1	0.2%		
2023 MCS Data for 5G	1	0.2%		
2023 MCS Data for 4G	1	0.2%		
2023 MCS Data for 3G	1	0.2%		
2023 MCS Data for 2G	1	0.2%		
2022 MCS Data for 5G	1	0.2%		
2022 MCS Data for 4G	1	0.2%		
2022 MCS Data for 3G	1	0.2%		
2022 MCS Data for 2G	1	0.2%		
2021 MCS Data for 5G	1	0.2%		
2021 MCS Data for 4G	1	0.2%		
2021 MCS Data for 3G	1	0.2%		
2021 MCS Data for 2G	1	0.2%		
2020 MCS Data for 5G	1	0.2%		
2020 MCS Data for 4G	1	0.2%		
2020 MCS Data for 3G	1	0.2%		
2020 MCS Data for 2G	1	0.2%		

⁴ Provided that the Bidder submits content as a possible extra which is not provided within the framework of the base contents, and its score in the quality score is 0.

*** The Bidder must attach technical specifications of the system, operating manual, and the methodology for collecting and processing the data and mark them as Annex 4.**

The Bidder undertakes as follows:

1. After reviewing the Tender Documents and all its annexes, including the text of the agreement and its annexes, the Bidder hereby submits a Bid for the Tender.
2. Other than the provisions of this annex, no additional amount will be required by the Bidder unless otherwise expressly stated elsewhere in the Tender Documents.
3. The Bidder does not make any stipulation on this Bid. It is clarified that any stipulation or reservation to the provisions of this Annex, to the extent that it is made in spite of the aforesaid, will not be recognized by the Client and may even lead to the disqualification of the Bid at the sole discretion of the Client.

Bidder's Stamp

Date

and signature of its authorized signatory

ANNEX 3 – NO CONVICTIONS AFFIDAVIT UNDER THE PUBLIC ENTITIES TRANSACTIONS LAW

1. I, the undersigned _____ ID _____, after being warned that I must tell the truth and that I will be subject to the penalties prescribed by law if I fail to do so, hereby declare as follows:
- 1.1 I am giving this affidavit on behalf of _____ (hereinafter: the “**Bidder**”) who wishes to engage with the Administrator of the Mobile Crowdsourcing Tender, No. 13/2024 for the Ministry of Communications. I declare that I am authorized to give this affidavit on behalf of the Bidder.
- 1.2 “**Affiliate**” for the purpose of this Affidavit, shall have the meaning ascribed thereto in the Public Entities Transactions Law, 5736-1976 (hereinafter: the “**Public Entities Transactions Law**”). I confirm that I have been explained the meaning of this term and that I understand it.
- 1.3 The meaning of the term “**offense**” is an offense under the Foreign Workers Law (Prohibition of Unlawful Employment and Ensuring Fair Conditions), 5751-1991, or under the Minimum Wage Law, 5747-1987, and with respect to transactions to receive services as defined in Section 2 of the Law for Increasing Enforcement of Labor Laws, 5772-2011, also an offense against the provisions of the legislation listed in the Third Annex to that Law.
- 1.4 The Bidder is a corporation registered in Israel. (Mark X as appropriate):
- The Bidder and its affiliate have not been convicted of more than two offenses by the bid submission date (hereinafter: the “**Submission Date**”) for the Mobile Crowdsourcing Tender No. 13/2024.
 - The Bidder or its affiliate were convicted in a judgment of more than two offenses, and at least one year has passed from the date of the last conviction to the Submission Date.
 - The Bidder or its affiliate were convicted in a judgment of more than two offenses, and no less than one year has passed from the date of the last conviction to the Submission Date.

This is my name, below is my signature and the content of the above affidavit is true.

Date

Name

Signature and Stamp

Attorney Confirmation

I, the undersigned _____, adv., hereby confirm that on _____, _____ appeared before me in my office on _____ in _____ town/city, _____ known to me personally or after identifying himself/herself with their ID, and after being warned that he/she must declare the truth and will be subject to the penalties prescribed by law by failing to do so, has signed the above affidavit in my presence.

Date

License number

Signature and Stamp

**CHAPTER 3 - THE
SERVICES AND
CONTENT OF THE
ENGAGEMENT WITH
THE WINNING
PROVIDER**

Required Services

1. MCS Sampling

- 1.1. The Bidder will provide a database that includes sampling.
- 1.2. There are a number of characteristics for MCS sampling. The main ones are: active sampling versus passive sampling as well as radio-only sampling versus sampling that also includes quality of service testing (as detailed below):
 - 1.2.1. **“Active sampling”** is sampling that is performed at the initiative of the end user.
 - 1.2.2. **“Passive sampling”** is sampling that is performed in the background, without the intervention of the end user.
 - 1.2.3. **“Radio Only Sampling”** is sampling that contains the radio parameters of the cellular network at the point in time being sampled as they were received by the end unit, without reference to the quality of the service received, including upload/download speed, delays, quality and voice call.
 - 1.2.4. **“Quality of Service Sampling”** includes, in addition to the radio parameters included in a radio only sampling, also a quality of service test, including voice call, data usage, and video call.
- 1.3. The database will include “Radio Only” and/or “Quality of Service” sampling, whether passive or active.
- 1.4. The samples will include all cellular technologies used in Israel (currently these are 2nd, 3rd, 4th and 5th generation cellular technologies) as well as any future cellular technology with international standards that will be used in Israel in the future (from the moment the Bidder begins to sample this technology worldwide).
 - 1.4.1. Radio Only Sampling will contain at least the following characteristics:
 - 1.4.2. Date and time of sampling;
 - 1.4.3. Sampling coordinates (in WGS-84 format);
 - 1.4.4. MCC;
 - 1.4.5. MNC;
 - 1.4.6. RSRP;
 - 1.4.7. RSRQ;
 - 1.4.8. The cellular cell ID of the service provider;

- 1.4.9. Broadcast technology;
- 1.4.10. Transmission frequency (band);
- 1.4.11. Whether the sampling is intra structural or extra structural;
- 1.5. Service quality sampling will also contain the following characteristics (in addition to section 1.5):
 - 1.5.1. Data download speed;
 - 1.5.2. Data uploading speed;
 - 1.5.3. Latency;
 - 1.5.4. Jitter
- 1.6. The database will include all the information available to the Bidder for all cellular networks in Israel.⁵
- 1.7. The data file being transferred will be a CSV text file (UTF-8 coding), at least, with the required information (each line is a separate sampling that has all the required characteristics).
- 1.8. If the number of sampling in the database in a particular month (the “**Faulty Month**”) is less than 70% of the number of sampling of the preceding month (the “**Proper Month**”), the Faulty Month will not be considered in the number of months included in the Bid, and the winner will provide the Ministry with sampling for an additional month instead, even after the end of the engagement date. For the avoidance of doubt, in the months following the Faulty Month, the examination will be conducted against the last Proper Month and not against the month preceding it.

2. Online data analysis tools

- 2.1. The Bidder will provide online analysis tools (access via a web browser without installing software) through which insights can be derived regarding the sampling data even without the use of the Ministry's internal analysis tools.
- 2.2. The initial estimated number of users on the part of the Client is between 15 and 20. It is clarified that a request to add users on the part of the Client will not incur an additional cost.
- 2.3. These data analysis tools will allow for insights in at least the following areas:
 - 2.3.1. Aggregate data regarding the sampling, at least in the following sections:

⁵ All sampling with MCC ID were 425.

- 2.3.1.1. A specific cellular operator or a comparison between operators
 - 2.3.1.2. Requested date ranges
 - 2.3.1.3. Cellular Transmission Technology
 - 2.3.1.4. Reception and/or quality of service parameters sampled
- 2.3.2. In addition, the online analysis tools will allow an aggregate view of the samplings on the map, so that it will be possible to perform a close-up to a very low level (specify the dimensions of the smallest area for which the analysis performs aggregation on a map) in order to understand what average level of reception/quality of service can be obtained in this area.

3. Computing Requirements and Data Protection

- 3.1. The proposed system is required to provide capabilities for the safe and secure transfer of information to the Ministry's network.
- 3.2. The proposed system will support data downloading/exporting to the office network using the HTTPS protocol, which ensures encrypted and secure transfer of information.
- 3.3. Access to the Internet system for the Ministry's users will require the use of strong MFA-based identification.
- 3.4. The Winning Provider will be responsible for any damage caused to the Ministry's network as a result of malware discovered in the original information files created in the proposed system.

4. Support, Service and Training

- 4.1. The Winning Provider will appoint a contact person or a call center on its behalf who will be available for inquiries from the Ministry, on regular business days (Sundays are business days in this regard). Inquiries may include both the reporting of a malfunction and a request for a specific explanation.
- 4.2. Any malfunction in the internet system or in the interface with the Ministry will be dealt with up to 3 business days from the moment the call is opened by the Ministry.
- 4.3. Any downtime or malfunction in the dashboard accessible to the public will be dealt with within 12 hours of the opening of the application by the Ministry.
- 4.4. The Winning Provider will hold a training day about the data structures, how to retrieve them, and the operation of the internet system for the Ministry's employees, once a year, as long as the engagement is valid. The training will take place physically in the Ministry's facilities or via video call (insofar as it is a company that does not

have representatives in Israel). The training content will be delivered in a digital format prior to the training for approval by the Ministry. The first training will be delivered close to the implementation of the system in the Ministry, according to the Client's request. The Client may record the training and use the recording for internal purposes.

- 4.5. The Winning Provider will provide a bank of 100 work hours for any need that is not included in the framework of this Tender, including training, consulting and specific developments. The bank of hours will meet the Client's needs for the entire Engagement Period.
- 4.6. The Winning Provider will cooperate with the Client in all matters relating to the fulfillment of its obligations under the provisions of this Agreement and will be at the disposal of the Client on an ongoing basis and at a high level of availability, in accordance with the needs of the Client, as required by the Client or anyone on its behalf.

5. Additional General Requirements

- 5.1. The information transferred to the Client will be aggregate information and will not include identifying personal information of the end users in accordance with the provisions of any law, including the provisions of the Privacy Protection Law, 5741-1981.
- 5.2. Raw information (individual sampling) will not be published to the public. The Client reserves the right to publish information that is not raw to the public (including by means of maps and aggregate reports) within the framework of the regulatory and supervisory powers given thereto.

6. Possible Additions

- 6.1. The Bidder will define the cost of a work hour for support, the creation of dashboards (internal or public) or any other activity that is not within the framework of the basic services. The exercise of work hours at this cost will be an option as long as the engagement is valid.
- 6.2. The Tender will include the acquisition of historical data as of the beginning of 2024 (the Bidder will add a priced option for the purchase of older information in a cross-section of a technological generation and a year, indicating the number of sampling in each segment, for realization as long as the engagement is valid).
- 6.3. The tender may include an addition to the dashboard available for making aggregate information accessible to the public by referring to the Ministry of Communications website at: https://www.gov.il/he/departments/ministry_of_communications/govil-landing-page.

This aggregate information will include, at a minimum, a comparison at the local/regional authority level between the cellular companies in a number of parameters of quality of reception or service. This possible addition will be given only in the event that the Provider did not request to include it in the qualitative scoring section. The dashboard will withstand reasonable loads of visitors to the website and will also withstand attacks on the Internet.

CHAPTER 4

ENGAGEMENT

AGREEMENT

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Engagement Agreement

By and Between

The Ministry of Communications

(hereinafter: the “**Client**”)

As the first party

And

Of _____

(hereinafter: the “**Provider**”)

As the second party

Whereas the Client has published Tender No. 13/2024 for Mobile Crowdsourcing (hereinafter: the “**Tender**”), for the receipt of the products and services specified in **Chapter C** of the Tender (hereinafter: the “**Products and Services**”); and

Whereas the Provider submitted a Bid in the Tender for the provisions of the desired Products and Services in accordance with the provisions of the Tender, the Bid and this Agreement (hereinafter: the “**Agreement**”); and

Whereas subject to the Provider’s execution of the Agreement and fulfillment of the requirements specified in the Tender, the Client’s Tender Committee chose the Provider as the Winning Bidder of the Tender;

Therefore, the parties hereby agree, stipulate and declare as follows:

1. GENERAL PROVISIONS

1.1 The following Annexes are attached to this Agreement:

- **Annex A** – Details of the Services (Chapter 3 of the Tender Documents);
- **Annex B** – The Provider’s Bid Booklet;
- **Annex C** – Confidentiality and No Conflict of Interest Undertaking;
- **Annex D** – Consideration Linkage Rules;
- **Annex E1** – Cyber and Information Security Annex;
- **Annex E2** – Dedicated Cyber and Information Security Annex;

- 1.2 Furthermore, the Tender Documents and Tender clarifications published on the Government Procurement Administration website (according to the most up-to-date version appearing thereon), will also be annexed to this Agreement.
- 1.3 The introduction and Annexes to the Agreement form an integral part hereof.
- 1.4 The terms appearing in the Agreement shall bear the meaning assigned thereto in the Tender. The interpretation of the Agreement and its Annexes will be in a manner that satisfies the explicit and implicit requirements of the Tender and the purpose of the Tender of supplying goods, Products and Services to the Client in the best possible manner.

2. SCOPE AND PERIOD OF ENGAGEMENT

- 2.1 The engagement period will be 12 months from the date of signing this Agreement (the “**Engagement Period**”), and the Client may extend the Engagement Period for four additional periods, and up to 48 months, at its sole discretion.
- 2.2 Any change in the scope or period of the Engagement, as well as the exercise of the right to increase or extend the Engagement, will take effect only upon the execution of the authorized signatories on behalf of the Client.

3. PROVIDER’S WARRANTIES AND REPRESENTATIONS

- 3.1 The Provider represents and warrants as follows:
 - 3.1.1 There is no impediment under any law to its engagement in this Agreement.
 - 3.1.2 The Provider complies with all applicable legal requirements for the provision of the Products and Services pursuant to the Agreement.
 - 3.1.3 The Provider has the experience, skill, knowledge, tools, inventory and workforce necessary to fulfill its duties in accordance with the terms of the Agreement and the Tender.
 - 3.1.4 The Provider will fulfill the requirements of the Tender, to the satisfaction of the Client, and will use only original computer software for this purpose.
 - 3.1.5 The Provider will not use data, images, software, documents, etc., in the provision of services for which it does not own the intellectual property rights, or alternatively, does not hold a license to use them for the benefit of the Client.
 - 3.1.6 The Provider will cooperate with the Client and any representative on its behalf in all matters relating to the fulfillment of its obligations under this Agreement, including full cooperation with the instructions of the Client’s security officer.
 - 3.1.7 For the avoidance of doubt, all Bidders must comply with their obligations under any law in Israel, including the provisions relating to information collection and privacy protection of end users.

4. CONFIDENTIALITY

- 4.1 The Provider and anyone acting on its behalf will keep the information received during the performance of their obligations under the Agreement and the Tender in complete confidentiality, both during and after the Engagement Period, and will not make any use of said information other than for the purpose of performing their obligations in accordance with the Tender and the Agreement.
- 4.2 With regard to this confidentiality undertaking, it is clarified that the term “information” or “confidential information” shall not include:
 - 4.2.1 Public information or information that became public other than due to a breach of this undertaking.
 - 4.2.2 Information that was in the Provider’s possession prior to the execution of the Agreement.
 - 4.2.3 To the extent that the Provider or anyone on its behalf makes an appropriate request to exclude certain type of information from the confidential information, or to disclose it to any party, the Client will discuss the request and may accept it at its sole discretion and to the extent that the disclosure of the information does not involve any prejudice to the Client’s interests.
- 4.3 The Provider is responsible for ensuring that its officers and subcontractors, who are exposed to the Client’s information in the course of their work, maintain the confidentiality of the information to which they were exposed, in accordance with its undertaking under this Agreement.

5. INFORMATION SECURITY AND CYBER DEFENSE

- 5.1 The Provider is solely responsible for the security of the information of the Client that comes into its possession or information it has accumulated in connection with the execution of the Agreement and to protect it with appropriate security measures in accordance with Annex E1 – Cyber And Information Security Annex and Annex E2 – Dedicated Cyber And Information Security Annex. The Provider will represent to the Client, on demand, the measures it takes to ensure information security and will act in accordance with the requirements of the Client to correct any defect or breach of information security and cyber defense.

6. CONFLICT OF INTEREST IN THE EXECUTION OF THE AGREEMENT

- 6.1 The Provider undertakes that the performance of the Agreement does not raise any conflict of interest between the Provider and the Client, whether directly or indirectly.

- 6.2 In case of any concern of a conflict of interest between the Provider and the Client, the Provider will immediately notify the Client and will act immediately to resolve the conflict of interest. In addition, in such a case, the Client will notify the Provider of additional or special measures necessary in order to resolve the conflict of interest, and the Provider will apply said measures as soon as possible.
- 6.3 The Provider will instruct each of its employees and anyone acting on its behalf and employed by it for the purpose of executing the Agreement to sign a confidentiality and no conflict of interest undertaking in the wording attached as Annex C to this Agreement.

7. INTELLECTUAL PROPERTY AND COPYRIGHT

- 7.1 The Provider is the owner of the rights involved in the provision and use of the services by the Client (the “**IP Rights**”). Insofar as the Provider does not own the full IP Rights, it declares that it has received all the necessary approvals, permissions and licenses from the owners of the IP Rights required under any law for the provision and use of the services by the Client, under the terms of this Agreement.
- 7.2 The Provider’s work products in the framework of the execution of this Agreement, including data, presentations, documents, meeting summaries, images, content and any other material devised by the Provider during the Engagement Period for the Client (“**Work Products**”), are the exclusive property of the Client who will have the complete intellectual rights thereof and it may make any use of them in the future, as the owner thereof, whether for its own needs or for the purpose of external advertising. The Provider may not sell, transfer, assign, publish, rent, register, or make any use of the Work Products, without the prior written permission of the Client.
- 7.3 The Work Products will not include work processes and designated systems of the Provider, which were not prepared for the Client as part of the execution of the Agreement, and which are owned by the Provider prior to the entry into force of the Agreement.
- 7.4 For the avoidance of doubt, the Work Products will be the property of the Client even if the provision of services by the Provider was terminated during the Engagement Period.

8. INTELLECTUAL PROPERTY INFRINGEMENT

- 8.1 If a final judgment of a competent court determines that a service provided by the Provider to the Client infringes on the intellectual property right of any third party, the Provider will act as follows:
 - 8.1.1 The Provider will notify the Client as soon as possible.

- 8.1.2 The Provider will cease to provide the infringing service.
- 8.1.3 The Provider will make every reasonable effort to continue providing the service in a manner that does not infringe on the intellectual property of any third party, while complying with its obligations under the Agreement, and without compromising the level of service.

9. INFRINGEMENT CLAIM

- 9.1 If a claim is made in the framework of a legal proceeding according to which the use of the services provided to the Client constitutes an infringement of the intellectual property rights of any third party (the “**Infringement Claim**”), the parties will act as follows:
 - 9.1.1 Insofar as the Client is not a party to the proceeding, the Provider will notify it of the existence of the proceeding as soon as possible.
 - 9.1.2 Insofar as the Provider is not a party to the proceeding, the Client will act to make it a party to the proceeding, as soon as possible, in order to enable it to defend itself. In such a case, the Client may demand that the Provider step into the Client’s shoes for the purpose of conducting the proceeding.
 - 9.1.3 If the Client chooses to represent itself in the framework of such a proceeding, it will refrain from admitting any claim, without the prior written consent of the Provider.

10. SUBCONTRACTORS

- 10.1 Subject to the provisions of the Tender Documents, the Provider may engage subcontractors for the purpose of providing the services.
- 10.2 Without derogating from the above, the absolute responsibility for the provision of services and compliance with all the terms of the Tender will be of the Provider exclusively.
- 10.3 Where the Provider employs a designated subcontractor for the purpose of performing the provisions of the Agreement and for this purpose only, the Client may demand that the Provider replace said subcontractor if it believes that it is not performing its duties as required.

11. THE PARTIES’ RELATIONSHIP

- 11.1 The parties hereby declare and agree as follows:
 - 11.1.1 The parties do not have an employee-employer relationship, according to the Agreement, and the Client is not the employer of the Provider’s employees and subcontractors.

- 11.1.2 The Provider shall be solely liable for any payment, indemnification, damages or any other payment owed therefrom to anyone employed by it under any law, whether directly, as a service contractor, or any other person.
- 11.1.3 The Client will not make any payment to the National Insurance Institute or any other social benefits in connection with persons employed by the Provider.
- 11.1.4 If, notwithstanding the aforesaid, a judicial or administrative court finds that the Client bears direct liability vis-à-vis the Provider, its employees or its subcontractors, as their employer, the Provider shall indemnify the Client for any payment imposed thereon that exceeds the consideration due thereto under this Agreement. This includes the Provider bearing the payments of legal expenses and attorney's fees incurred by the Client.
- 11.1.5 If a claim is filed as stated in this section, the Client will notify the Provider of the existence of the claim and will provide the Provider with the opportunity to defend itself.

12. CONSIDERATION

Consideration will be paid to the Provider in accordance with the milestones, as defined in the Tender Documents and as detailed in the Bid, attached herein as **Annex B**.

- 12.1 Linkage – the Consideration will be linked to the dollar.
- 12.2 The linkage will be in accordance with the rules detailed in Annex D to the Agreement.
- 12.3 The Consideration is final, and no additional sum will be paid to the Provider for the performance of its obligations under this Agreement, and the Provider will not be reimbursed for expenses, travel, payment for subcontractors, payments to third parties, etc., unless otherwise expressly stated in the Tender Documents.
- 12.4 In any case of changes in the provisions of the law in a manner that affects the execution of the Agreement, the Provider will bear the costs of such changes, unless expressly stated otherwise in the Tender Documents or in the Agreement.

13. PAYMENT PROCEDURE

- 13.1 The payment procedure detailed below is subject to the instructions of the Accountant General at the Ministry of Finance as published from time to time.
- 13.2 To receive payment, the Provider will submit an invoice detailing the payments payable thereto in accordance with the Agreement and the Tender (the “**Invoice**”). The Provider must submit the Invoice in accordance with the Client’s instructions, as a precondition for the approval of the Invoice and the transfer of the payment to the Provider.
- 13.3 The Invoice will include the following details and documents:

- 13.3.1 The name and address of the Provider, the Provider's identification number, the date of the invoice, the number of the obligation or order, the description of the service or work (as well as the measuring unit quantity, unit price, if any), total value before VAT, the amount of VAT in respect of the Invoice (relates to an authorized dealer only), the total amount payable – in numbers and words, the Provider's signature or a digital signature, as well as the inscription “computerized document.”
- 13.3.2 A photocopy of a certificate of an authorized dealer under the Value Added Tax Law, 5736-1975, valid for that fiscal year.
- 13.3.3 Confirmation from an authorized officer, within the meaning of the Public Entities Transactions Law, valid for the fiscal year, that it manages or is exempt from managing the books and records that it must maintain in accordance with the Income Tax Ordinance [New Version] and in accordance with the law.
- 13.4 The Invoice must include, inter alia, the amount payable before value added tax (“VAT”), and the total including VAT.
- 13.5 In the event that there are changes that are not in the amount of VAT, taxes or levies, on the price of services or goods, these changes will not affect the amount of the Consideration, unless and subject to the receipt of the Client's prior written approval, and at its sole discretion.
- 13.6 The Provider will be required to submit reports and invoices through the government providers portal, a computerized system of the government that allows, among other things, the submission of invoices online.
- 13.7 The Client will check and approve any Invoice submitted for payment by the Provider, in accordance with the above and the instructions of the accountant general.
- 13.8 The date of payment for an Invoice approved by the Client shall be no later than 45 days from the date on which the Invoice was provided to the Client, and in exceptional cases no later than 30 days from the end of the same month during which the Invoice was provided to the Client.

14. LIABILITY AND INDEMNIFICATION

- 14.1 The Provider shall be liable for loss or damage of any kind caused to the Client, its employees and anyone on its behalf, as well as to anybody, person or third parties, as a result of the act or omission of the Provider, its employees, agents, subcontractors or anyone acting on its behalf, in the course of the execution of this Agreement.
- 14.2 The Client, those acting on its behalf or those employed by it will not be liable for any payment, expense, loss or damage of any kind caused to the Provider, to those acting on its behalf or to those employed by it. The aforesaid will not apply in

relation to damage caused willfully and for which liability is imposed on the Client according to law.

- 14.3 The termination of this Agreement shall not detract from the Provider's liability for damages the cause of action for which derives from this Agreement or the provision of the services hereunder.
- 14.4 The Provider undertakes to fully indemnify the Client for any charge imposed on the Client in a final judgment of a competent court, and to pay any amount for the charge owed by the Provider under this Agreement, plus all of the Client's expenses, including legal expenses and attorney's fees that it may incur in connection with the claim in respect of the aforesaid, as well as linkage differentials and interest according to law. Such indemnification obligation will apply whether the indemnification derives from a claim by an employee of the Provider or anyone on behalf of the Provider (including subcontractors) or an employee of the Client or a third party or an insurer or from any other source. The aforesaid amounts will be paid to the Client immediately upon submission of its written demand, detailing the expenses incurred by it as aforesaid.
- 14.5 The Client shall notify the Provider of any claim or demand under this section as soon as possible after its receipt and shall provide it with an opportunity to defend itself. In such a case, the Client will not admit any claims raised or alleged against the Provider, for which the Provider is responsible under this Agreement, without the prior written consent of the Provider, and it will notify the Provider in advance of its intention to settle with the claimant.

15. INSURANCE

- 15.1 The Provider undertakes to prepare and maintain appropriate insurance policies, in relation to the services or works that are the subject of this Agreement for the state of Israel – the Ministry of Communications, as customary in its field of activity, within reasonable liability limits in accordance with the nature and scope of the services performed by it. To the extent that the Provider employs subcontractors, it must ensure that its insurance includes coverage for its liability in respect of them and must also require them to obtain insurance to cover their direct liability, as required by this section, or to make sure that its insurance include coverage for their activities and their direct liability.
- 15.2 The Provider will ensure that in all its insurance policies relating to the services that are the subject of the Engagement (except for contractors/construction insurance), the Client will be added as an additional insured, subject to the extension of the indemnity to the Client as is customary in the same type of insurance.

- 15.3 The Provider will ensure that the contractors/construction insurance, relating to the services that are the subject of the Engagement, will include the Client, as well as all contractors and subcontractors, as additional insureds.
- 15.4 The Provider will ensure that all of its insurance policies relating to the services that are the subject of the Engagement will include a waiver of the right of subrogation vis-à-vis the Client and its employees (such a waiver will not apply for maliciously caused damage), as well as a clause according to which the insurance will be prior and primary without the right of participation and no recourse.
- 15.5 The Provider is solely responsible for the payment of the insurance premiums to the insurer and the deductibles for all policies and is solely responsible for fulfilling all obligations imposed on the “insured” under the terms of the policy.
- 15.6 The Client reserves the right to receive from the Provider confirmation of insurance or copies of policies, from time to time and on demand.

16. ASSIGNMENT OF RIGHTS OR OBLIGATIONS

- 16.1 The Provider is strictly prohibited from assigning or transferring any right or obligation under this Agreement or the performance of the Agreement, without the prior written approval of the Client, at its sole discretion. Without derogating from the aforesaid, the assignment of rights or obligations under this Agreement will be made subject to signing a “back-to-back” agreement between the assigner and the assignee. The said agreement will be transferred to the assigner as a precondition for the validity of said assignment of rights or obligations.
- 16.2 It is hereby declared and agreed that the Client has the right to assign or transfer any right or obligation under this Agreement without having to obtain any approval from the Provider or any other third party.

17. TERMINATION OF THE ENGAGEMENT

- 17.1 The Client may notify the Provider of the termination of the Engagement for any reason, at the sole discretion of the Client, with 30 days prior notice.
- 17.2 The validity of the Engagement is contingent on the existence of an approved budget of the Client. If there is no approved budget as aforesaid during the Engagement Period, the Engagement will be terminated immediately.
- 17.3 Without prejudice to the generality of anything stated herein, the Client may terminate the engagement with the Provider, with 30-days prior notice, and after holding a hearing for the Provider, in writing or orally, in accordance with the Client's decision, in the event of any of the following cases:
 - 17.3.1 If a pre-liquidator, provisional or permanent liquidator is appointed to the Provider;

- 17.3.2 If a provisional or permanent receiver is appointed to the Provider's business and/or property;
- 17.3.3 If a stay of proceedings order is issued to the Provider;
- 17.3.4 If an order to initiate proceedings under the Insolvency and Economic Rehabilitation Law, 5778-2018, or an equivalent order in another country, has been issued against the Provider;
- 17.3.5 If the Provider is bankrupt, has contracted an illness that prevents him/her from performing the provisions of this Agreement, or has withdrawn from the performance of the Agreement for any other reason;
- 17.4 The Provider must immediately notify the Client of the occurrence of one of the events detailed in this section.

18. BREACH OF THE AGREEMENT

18.1 Material Breach of the Agreement

- 18.1.1 The following shall be considered a material breach of this Agreement (hereinafter: a “**Material Breach**”):
 - 18.1.2 A breach of the following sections of the Agreement (according to their headings): Provider’s Warranties And Representations; Confidentiality; Information Security; Conflict of Interest; Intellectual Property and Copyright; Subcontractors; Liability Limitation; Insurance; Assignment of Rights or Obligations;
 - 18.1.2.1 If the Provider participated in collusion of Bids, for the purpose of winning the Tender;
 - 18.1.2.2 Provision of a product that does not meet the requirements of the Tender and the Agreement;
 - 18.1.2.3 If the Provider has withdrawn from the performance of the Agreement;
 - 18.1.3 If the Provider has materially breached the Agreement, the Client may, at its discretion, act as follows:
 - 18.1.3.1 Allow the Provider to correct the defect, within 7 working days from receiving notice from the Client, or within a longer period of time as determined by the Client under the circumstances. In any case where the breach is not cured within the time period specified for this purpose, the Client will be entitled to notify the Provider by 7-day prior notice of the termination of the Engagement.
 - 18.1.3.2 If, as a result of the Material Breach, the Client or anyone on its behalf is expected to be immediately harmed, the Client may immediately cease its engagement with the Provider, or any part thereof, without prior notice, and may terminate the Agreement, without derogating from the Client’s right to

any other form of relief or compensation as stated in the Tender, the Agreement or in accordance with any law.

18.2 Nonmaterial breach of the Agreement

18.2.1 Without derogating from the aforesaid, where the Provider fails to meet its obligations under the Tender and the Agreement, for any reason whatsoever, the Client may allow the Provider to correct the defect within 15 working days of receiving written notice from the Client, or within a longer period of time as determined by the Client under the circumstances.

18.2.2 In any case where the breach is not corrected within the time period specified for this purpose, and after holding a written or oral hearing, as determined by the Client, the Client may act in accordance with the remedies specified below:

Termination of the Agreement due to a breach or an Anticipated Breach:

18.2.2.1 The Client may notify the Provider 30 days prior notice of the termination or suspension of the Engagement due to a breach of the Agreement.

18.2.2.2 If the Provider realizes that there is a probable possibility that it will not be able to meet all or part of its obligations for any reason whatsoever, or that its will not be able to meet the schedules and terms of the service (in this section, an “**Anticipated Breach**”), the Provider must immediately notify the Client orally and by email.

18.2.2.3 In any case of an Anticipated Breach of the Agreement, the Client may, at its discretion, allow the Provider to prepare and discuss a plan to correct the defects, terminate the Engagement or suspend it or any part thereof.

Offset and lien –

18.2.2.4 Without derogating from the rights of the Client under this Agreement or under any law, the Client may deduct from the amounts it owes the Provider under the Agreement, any debt owed by the Provider, whether fixed or not, including between orders. The Client shall also be entitled to withhold any amount that it owes the Provider until the payment of any debt that the Provider owes to the Client.

18.2.2.5 The Provider shall have no right of offset or lien against the Client or any client in respect of any amount claims to be owed by them.

19. SERVICE LEVEL AND LIQUIDATED DAMAGES

19.1 The purpose of the Service Level Agreement (SLA) is to define the level of service required from the Provider by the Client. If the Provider does not meet the defined level of service, the Client may charge the Provider liquidated damages as indicated in the table below:

#	Service Level Agreement (SLA)	Breach	Sanctions for breach
1	Repair of a malfunction will be carried out within 3 working days from the date of opening the call by the Client	Any delay exceeding 3 working days	\$150 for each day of delay
2	Fixing the disabling of a dashboard that is accessible to the public	Any delay exceeding 12 hours	\$50 for any hour of delay over 12 hours

19.1.1 The Client may realize the liquidated damages in any way, including by way of offsetting an invoice.

19.1.1.1 The amounts indicated in the table above for liquidated damages are the maximum amounts and the Client has the sole discretion whether to demand a lower amount.

19.1.1.2 The total amount for liquidated damages as indicated in the table above, in aggregate for each period of 12 consecutive months, will not exceed 50% of the volume of actual procurement made during said period.

19.1.1.3 Procurement from an alternative provider –

19.1.1.4 Without derogating from the provisions of this Agreement and the Tender, if as a result of a breach of the Agreement or an Anticipated Breach, a service required by the Client is unavailable from the Provider in a satisfactory manner, the Client may purchase it from an alternative provider, at its sole discretion.

20. CUMULATIVE REMEDIES

20.1 The remedies, including offsetting, lien, forfeiture, liquidated damages, and all actions that the Client may take in this Agreement following a breach of the Agreement by the Provider, are cumulative, and nothing in this Agreement shall derogate from the Client's right to any remedy or relief in accordance with this Agreement or under any law.

20.2 Any waiver made by the Client of its rights due to a breach of any provision of this Agreement, will not be considered a waiver of any other breach of said provision or any other provision.

21. TERMINATION OF ENGAGEMENT

21.1 If the Engagement with the Provider, in whole or in part, is terminated or ceased, for any reason, the following rules will apply:

- 21.1.1 The Client shall pay the Provider for actions performed by the Provider prior to the termination of the Engagement, for which the Provider is entitled to payment in accordance with the rules specified in this Agreement.
- 21.1.2 After the termination of the Engagement, the Client may enter into an Agreement with another provider in respect of the Tender.
- 21.1.3 The Provider will cooperate with the Client in terms of transferring the responsibility for the performance of its obligations under this Agreement, to the Client or to another provider chosen by the Client. The above includes providing the Client or the new provider with any relevant information, assisting them with their questions, and being available for their inquiries. If the Provider does not cooperate in this regard, as detailed above, it will be liable for any damage caused to the Client or to the new provider who began to perform the Agreement. No additional payment will be paid to the Provider for such cooperation beyond the provisions of this Agreement.
- 21.1.4 The Provider will have no claim, financial demand or other demand against the Client in connection with the termination of the Engagement.

22. ADDRESSES AND NOTICES

- 22.1 Any notice pursuant to this Agreement shall be delivered by email to the contact specified in the Tender Documents, unless the parties agree otherwise; such email notice shall be deemed to have been received upon receipt of a read receipt, or after 3 days from the date of delivery of sending of the notice by email, whichever is earlier.
- 22.2 Emails will be sent under this Agreement to the following address:
- 22.3 Client's email address: lugassim@moc.gov.il or any other email address updated by the Client.
- 22.4 Provider's email address: _____ or any other email address updated by Provider.
- 22.5 Any **material** notice under this Agreement (such as notices regarding delays, irregularities in respect of the Consideration, claims of breach, urgent matters, etc.), will be delivered by email and accompanied by a phone call for the purpose of verifying receipt of the email.
- 22.6 Delivery confirmation from the email inbox will serve as evidence of the date it was sent. A 'read receipt' will serve as evidence of the date of delivery.

23. MISCELLANEOUS

- 23.1 The parties agree that the competent courts in the district in which the Client's Tender Committee is seated shall have exclusive jurisdiction in all matters and issues arising from or related to this Agreement, and Israeli law will apply thereto.
- 23.2 Details of the Agreement and its implementation will be published on the [Freedom of Information Website](#), in accordance with the [Procedure for Publishing Engagements](#) and, in the relevant cases, also in accordance with [Government Resolution 1116 of December 29, 2013](#), in accordance with the guidelines detailed in said resolution.
- 23.3 Any change in the provisions of this Agreement shall be made with the prior written consent of both parties.
- 23.4 This Agreement exhausts all the parties' agreements, and any agreement or arrangement made prior to signing this Agreement regarding the Engagement shall have no force.
- 23.5 The execution date of this Agreement will be the date it was signed by the last of the parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement

<hr/>	<hr/>
Name and Signature	Name and Signature
Client's authorized signatory	Client's authorized signatory
<hr/>	<hr/>
DATE	DATE
<hr/>	<hr/>
Name and Signature	Name and Signature
Provider's authorized signatory	Provider's authorized signatory
<hr/>	<hr/>
DATE	DATE

*ANNEX C – CONFIDENTIALITY AND NO CONFLICT OF INTEREST
UNDERTAKING*

Annex C1 Confidentiality Undertaking

To

The State of Israel – Ministry of Communications (hereinafter: the “**Ministry**”)
23 Yafo St., Jerusalem

Whereas the Israeli Government on behalf of the State of Israel wishes to purchase the Products; and

Whereas you may purchase the Products from me; and

Whereas I may be exposed to Confidential Information and Professional Secrets that the State of Israel wants to protect.

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

1. Definitions

In this undertaking, the following terms shall bear the meaning assigned thereto:

“Products”	The contents of this Tender as detailed in Chapter C.
“Information”	All information, know-how, knowledge, document, correspondence, plan, data, model, opinion, conclusion and anything else related to Products, whether or not in writing and/or in any form or manner of preserving information, which is not in the public domain.
“Professional Secrets”	Any Information about the Ministry that the Bidder, or those on its behalf or myself are exposed to in connection with the supply of the Products, whether exposed during the delivery of the Products or thereafter, including without prejudice to the generality of the above: information disclosed by the Ministry or any other party or anyone on its behalf.

2. Confidentiality:

I undertake to maintain the Information and Professional Secrets completely confidential and to use them solely for the purpose of supplying the Products. For the avoidance of doubt and without prejudice to the generality of the aforesaid, I will not publish, transfer, notify, provide or bring to the attention of any person the Information and Professional Secrets during the performance of the contract and even after its expiration for any reason, indefinitely, and regardless of the reason for the expiration of the contract or the reason for its expiration.

I will not use the Information and Professional Secrets for any purpose other than for the purpose of preparing a bid and for the purpose of executing the agreement, if it is signed, unless I have received the Ministry's prior written approval.

I hereby declare 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.

Upon termination of the engagement between the Ministry and the Bidder, and at your request, I undertake to destroy the Information and Professional Secrets and any copy thereof.

IN WITNESS WHEREOF, I have signed my name below:

Signature Address ID number Name

Annex C2 No Conflict of Interest Undertaking
(to be executed by the Bidder)

Bidder _____ ID/company no. _____

“**Conflict of Interest**” is a conflict between the Bidder’s obligations under the attached Agreement and its duty to fulfill them in good faith and its business, professional and personal relationships, whether or not for consideration or in exchange for any benefits (hereinafter: “**Relationship**”), including a Relationship between the Bidder and any party in the fields involved in the work or in similar fields, excluding in the framework of the performance of the work and for the purpose of executing the Agreement, and excluding the sale of MCS data according to a methodology identical to that proposed in this Tender; a Conflict of Interest also means a reasonable concern of such Conflict of Interest. Without prejudice to the generality of the aforesaid, the following will be considered a Conflict of Interest, *inter alia*, a business relationship, a professional relationship, the existence of an employment relationship or a personal relationship between the Bidder or a person connected to the Bidder (a family member or an entity with which the Bidder has an affiliation), and entities that may be affected by the supply of the Tender contents or anyone who holds or is held by them, indirectly or directly.

1. I hereby declare that as of the date of signing this Undertaking and in the 12 months preceding the deadline for submitting bids for this Tender, I have not been aware of any Conflict of Interest between my business, professional and personal Relationships and the supply of the contents in the framework of this Tender.
2. I hereby undertake that during the period of the engagement I will refrain from having a Relationship that may place me in a Conflict of Interest of any kind.
3. I undertake to provide the contents of the Tender independently, to the best of my professional understanding. I further undertake not to express an opinion or give a recommendation, nor to refrain from doing so, unless the aforementioned derives from purely professional considerations.
4. I undertake to report to the Legal Advisor of the Ministry of Communications any action or representation of any entity to which my work with the Ministry may be relevant.
5. If, however, a situation of Conflict of Interest arises or a situation due to which I may be in a Conflict of Interest, I will immediately report it to the Ministry's legal advisor in writing and I will comply with all her instructions on the matter, including a decision to terminate the engagement with me.

Confirmation

I hereby confirm the aforesaid and undertake to act in accordance with the provisions of this Undertaking.

Name: _____ Date: _____ Signature: _____

ANNEX D – CONSIDERATION LINKAGE RULES

1. Linkage definitions

- 1.1 **Linkage** – An arrangement made in an engagement that is intended to adjust the value of an asset, service or price to changes in the price level, based on publications of the Central Bureau of Statistics, the Bank of Israel or other official and independent publications, from Israel and abroad.
- 1.2 **Base Index** – The index known on the base date.
- 1.3 **Effective Index** – The index known on the effective date.
- 1.4 **Base Date** – The point in time at which the value in relation to which the linkage will be made was determined throughout the period of engagement.
- 1.5 **Effective Date** – The point in time according to which the actual linkage will be calculated for a defined period.

2. Linkage Terms

- 2.1 Linkage – the Consideration will be linked to the dollar rate.
- 2.2 Base Date – the Bid Submission Date.
- 2.3 The Effective Date – the invoice submission date.
- 2.4 Linkage frequency – monthly.

3. Performance of Linkage

- 3.1 The linkage will begin from the first invoice of the engagement.
- 3.2 Method of calculating linkage –
 - 3.2.1 The actual linkage will be made in accordance with the date of publication of the relevant index. Insofar as the Effective Date is not the index update date, the linkage will begin on the day of the last index update prior to the Effective Date.
 - 3.2.2 The linkage calculation will be performed in accordance with the frequency set out above.
 - 3.2.3 The linkage amount calculated will be added or subtracted from the rates set out in the Engagement.

*ANNEX E1 – CYBER AND INFORMATION SECURITY ANNEX –
STANDARD LEVEL*

1. Specific definitions for this form:

- 1.1. Security Incident – an incident that may affect the availability, operational continuity, reliability or confidentiality of the information of the Ministry, of the systems or the code provided thereto, of hardware, software, databases or infrastructure, which the Provider uses for the purpose of executing the Agreement, including a cyber-attack.
- 1.2. Guiding Entity – the entity who guides the Client in cyber and information protection aspects, such as the Cyber Protection Unit in the Israel National Digital Directorate (hereinafter: the “**Cyber Protection Unit**”), the Commissioner of Security in the Ministry of Defense or the National Cyber Directorate.
- 1.3. The Client – the entity with which the engagement was made.
- 1.4. Information – any document, correspondence, plan, data, fact, content, model, image, film, recording, business process, opinion, code and logic, which have been saved or documented by the Provider by technological means of any kind.
- 1.5. Sensitive Information – information of the Client the disclosure of which is likely to harm or disrupt the work of the Client in any way, or the services provided by the Client or the Government, or to expose details and information of the Client that are not in the public domain, including personal information of citizens or employees, sensitive work processes, drawings of facilities, description of security systems, source code and software of the Client’s systems, planning documents of the Client’s systems or of systems adapted to its use, means of identification and verification, information regarding classified Clients, hardware or system supply objectives, and any other information defined by the Client.
- 1.6. Procurement Administration – the Government Procurement Administration in the Accountant General’s Department or its representative.
- 1.7. Essential service – one of the following:
 - 1.7.1. Services provided by the Client to citizens and residents of the State of Israel, the proper and orderly functioning of which is critical to the management of their lives or to the activity of the economy.
 - 1.7.2. Service of the Client required for the proper functioning of the Client or the Government.
- 1.8. Cyber Attack – a security incident that arises as a result of an attempt to pass or bypass the security or control measures used by the Provider or the Client, to prevent access to the Service or information, or to exploit an existing weakness in an attempt to cause destruction, loss, leaks, alteration, use, unauthorized disclosure or access to the Client's data.

2. General

- 2.1. The Provider will be solely responsible for the security of the information transferred or accumulated by it in the framework of the Engagement. In addition, the Provider will be responsible for the security of the systems, software and hardware used by the Provider for the purpose of supplying the services or products to the Client, their integrity, reliability and their ongoing and proper functioning. In order to comply with these obligations, the Provider will operate and update the security measures on an ongoing basis and ensure that the technological and procedural means used for information security are up-to-date and meet the accepted standards in the field.
- 2.2. Without derogating from the aforesaid, and for the purpose of meeting its obligations under this form, the Provider agrees to cooperate with the Client as detailed herein for the proper performance of the engagements with the State of Israel.
- 2.3. The Provider's CEO or its senior officer shall be the address for any inquiry regarding the Provider's obligations in accordance with this form, as detailed in Section 7 below, unless another representative was appointed on its behalf and the Client has been notified in writing.
- 2.4. The Provider undertakes to correct defects found by the administrator of the Tender within reasonable time and at its expense, and further agrees that insofar as it fails to correct such defects within reasonable time, this will constitute a Material Breach of the Agreement and will form grounds for termination of the Engagement subject to a hearing.
- 2.5. The Provider's obligations under this form will apply as long as the Client's Sensitive Information is available in its systems.

3. Reporting Obligation

- 3.1. The Provider undertakes to notify the Client, as soon as possible, during all hours of the day and on any day of the week, without delay, of any security incident that endangers the Client's information or systems or may affect its ability to comply with its obligations that are the subject of the Agreement, and in particular will notify the Client of the following events:
 - 3.1.1. A security incident or cyber-attack that led to an information leak related to the Client or the disruption of information or software code.
 - 3.1.2. A security incident or attempted cyber-attack that may lead to damage to the Client's systems, the systems provided thereto, the Client's information or the code used by it.
 - 3.1.3. A security incident or attempted cyber-attack the purpose of which is to collect information about the Client.
- 3.2. This report will be made using the Client's contact info detailed below:

- 3.3. The Provider will notify the Computer Emergency Response Team (CERT) of events as stated in Section 3.1 by one of the following means:
 - 3.3.1. An emergency call to the Computer Emergency Response Team at 119.

- 3.3.2. By email to 119@cyber.gov.il.
- 3.4. In such a case, the Provider must notify the Client of the occurrence of the incident and any additional details in relation thereto. **This obligation will apply even if the Provider does not have all the relevant information, and it will be required to update its reports in accordance with the information accumulated by it and the instructions of the Client.** The report must include at least the following details:
- 3.4.1. A general description of the incident, how it occurred, the known timeline, and so on.
- 3.4.2. The manner in which the incident is handled, and the measures taken immediately to minimize the damage and the immediate exposure.
- 3.4.3. The systems that were damaged or were the target of the attack.
- 3.4.4. The information that leaked was damaged or was the target of the attack.
- 3.4.5. Analysis of the methods of attack, the weaknesses used in the attack, and any other relevant information.
- 3.4.6. Corrective actions to prevent the recurrence of these incidents in the future.
- 3.4.7. Any other information required by the Client for the purpose of analyzing the incident.
- 3.5. The reporting obligation detailed in Sections 3.1-3.2 above will be limited to information relevant to the Provider's systems that are used to provide services to the Client or hold Sensitive Information, and no disclosure of Client information or other unrelated parties is required.

4. Periodic Audit

- 4.1. The Client may, once a year at most, conduct a periodic audit of the Provider's compliance with all the data protection, privacy and cyber requirements that apply to the provision of services to the Client. This audit will be carried out, by prior coordination, by way of requesting reports on the manner in which the Provider complies with the requirements of the Tender for information security and cyber protection. The Provider must submit the reports in accordance with the schedule set by the Client.
- 4.2. If the Provider believes that the delivery of the information may harm its work processes, or the services provided to its other clients, or that it involves disproportionate financial costs, it will contact the Client for the purpose of coordinating the manner in which the audit will be performed.

5. Audit Following a Fear of a Cyber Attack

- 5.1. The Client will be entitled to perform an audit following a suspicion of a cyber-attack that affects the supply of services or products to the Client, in accordance with one of the tracks detailed below:
- 5.1.1. Track A – Audit of the Provider's Response
- 5.1.1.1. The Client may demand any document or detail regarding the manner in which the Provider dealt with the cyber-attack as detailed

in Section 3.2 above, or any other information required in order to assess the extent of the impact on the provision of the services or products to the Client.

5.1.1.2. The Client may require the Provider to perform any reasonable examination or action in the Provider's systems used to provide the services for the purpose of examining the attack or in order to examine the existence of such an incident. Any information that is transferred to the Provider for the purpose of this examination is sensitive and should not be transferred to any other party without the approval of the Client.

5.1.1.3. Insofar as the Client, in consultation with the Guiding Entity, finds that the aforementioned clauses are not sufficient to sufficiently ensure the protection of the Client's systems or information, or that it is Sensitive Information, or an incident that has an impact on Essential Services, the Client may determine that concurrently with the Provider's work, the incident will be handled as stated in Track B detailed below.

5.1.2. Track B – Assistance of the Client in Dealing with the Incident

5.1.2.1. This track will be subject to the Client's decision and at its sole discretion, and subject to the explicit written consent of the Provider, except in cases specified in section 5.1.1.3, in which the Provider's explicit consent will not be required.

5.1.2.2. The Client will assist the Provider in carrying out the actions detailed below, directly and using tools available to the Client and at its expense:

5.1.2.2.1.1. Testing of power systems relating to the provision of services or the supply of products.

5.1.2.2.1.2. Examination of the damage or risks caused to the Client.

5.1.2.2.1.3. Assistance in dealing with security incidents.

5.1.2.2.1.4. Diagnosis of the attack, the systems that were damaged and its impact on the provision of the service.

5.1.2.2.1.5. Examining ways to prevent the continuation and recurrence of the risks caused to the Client and providing instructions to the Provider regarding ways to reduce these risks, etc.

5.1.2.3. The assistance provided by the Client does not reduce any of the Provider's obligations. If the Provider believes that a certain instruction may harm the level of security or the services provided by it, it must explicitly warn the Client's representative.

5.2. The Provider will cooperate to the best of its ability with the Client's requirements and will provide it with all the information required for the purpose of diagnosing and dealing with the security incident or in order to ensure that such an incident does not take place. This information will be limited to information relevant to the Client's systems or the systems used to

provide services to the Client, and without disclosure of information of clients or other unrelated parties.

- 5.3. If the Provider believes that the delivery of the information or the manner in which the audit is carried out may harm its work processes or the services provided to its other clients, it may contact the Director of the Government Procurement Administration in order to coordinate the manner in which the audit is performed.

6. Client's Representatives

- 6.1. In order to perform the obligations detailed in this form, the Client may transfer all the information received by it to the Guiding Entity, as well as to the Procurement Administration, for the purpose of risk assessment and determining the actions required of the Provider.
- 6.2. The Guiding Entities of the Client in terms of information security and cyber protections and the Procurement Administration may replace the Client with any authority given to the Client in accordance with this form, and the Provider will cooperate with instructions received therefrom in accordance with the provisions of the form.
- 6.3. The Guiding Entity and the Procurement Administration will be obligated to use the information received from the Provider solely for the purposes stated herein, while disclosing it on a need to know basis only.

7. Address for inquiries regarding information security and cyber defense

- 7.1. Notices/inquiries regarding information security and cyber defense may be forwarded to the Provider via the following email address:
_____ @ _____

Provider's signature:

_____ Name	_____ Date	_____ Signature
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ANNEX E2 – DEDICATED CYBER AND INFORMATION SECURITY
ANNEX

Third-Party Information Security Guidelines

Introduction

- ✓ A company that provides services to the Ministry of Communications must comply with the guidelines and policies of the Ministry of Communications with regard to information security and communication systems and computers of the Ministry of Communications. This Annex specifies the basic requirements that the Provider must meet in its engagement with the Ministry of Communications.
- ✓ This procedure is effective in the framework of a contractual engagement with the Provider in accordance with the rules of the Agreement, and its provisions do not replace or detract from the provisions of the Agreement.

Certification for Information Security Standards

- ✓ In accordance with the Ministry of Justice's guidelines regarding the Privacy Protection Law, a provider of the Ministry of Communications, who has access to and/or information about the Sensitive Information stored in the Ministry of Communications, must hold ISO27001 certification. In the absence of such certification of the Provider, it must at least comply with the information security procedures of the Ministry of Communications in accordance with the records of the Information Security Management System.
- ✓ The Ministry of Communications views ISO27001 certification of a provider as an advantage.

Confidentiality

- ✓ The Provider's employees are obligated to maintain the confidentiality of the information to which they are exposed in the course of their work for the Ministry of Communications for a period of seven years.
- ✓ In the event that the Provider's employees are exposed to Sensitive Information (personal or general) about the information stored in the Ministry of Communications, the obligation to maintain the confidentiality of this information increases and applies indefinitely.
- ✓ The Provider shall ensure that each of its employees understands the responsibilities imposed thereon in the framework of their position regarding information security aspects.
- ✓ The Provider will take formal disciplinary action that will be imposed on employees who breach the information security regulations.

Requirements for providers who are exposed to information in the course of their work

Confidentiality

- ✓ Any employee who is exposed to information held by the Ministry of Communications during the course of work must sign this document before he/she is exposed to the information or at the beginning of their work.
- ✓ The Provider will encrypt Sensitive Information, encrypt information in transit (in motion) and it must ensure that all information transmitted and stored is encrypted using secure protocols in accordance with accepted standards in FIPS 140.
- ✓ APIs Security. All interfaces used for connection will be protected by secure protocols (such as OAuth 2.0) and will include rate limiting.

Employee Reliability

- ✓ The Provider will perform background checks on each candidate for the position.
- ✓ Any change in the composition of the employees for the Ministry of Communications will be made with the knowledge and approval of the relevant department. In the case of IT department contractors, a report will be forwarded to this department as well.
- ✓ If the Provider's employees are exposed to Sensitive Information stored at the Ministry of Communications, the Provider will ensure that they are aware of the requirement to maintain the information confidential indefinitely.
- ✓ The Provider will conduct periodic training to raise awareness of information security among employees.

Providers with Access

- ✓ Requirements for providers who receive access to the information systems of the Ministry of Communications or who hold the information of the Ministry of Communications on the Provider's site.

Physical Security and Compartmentalization

- ✓ The Provider will allow inspections to be carried out in its offices in accordance with the requirements of the Ministry of Communications.
- ✓ The Provider will take measures to control physical access to its site and will maintain a visitor log for areas where physical information of the Ministry of Communications exists/is kept. These areas will be protected by means such as access control, cameras, locked cabinets and safes.
- ✓ The Provider has implemented a clean desk and clean monitor policy in positions concerning the Ministry of Communications.

- ✓ The Provider will ensure that documents and information sheets are shredded at the end of each working day.

Access Authorization

- ✓ The Provider has implemented an access authorization policy that will reduce access to information belonging to the Ministry of Communications to the necessary minimum and only to authorized parties on behalf of the Provider.
- ✓ The allocation of additional authorization to employees (administrators) will be limited and will be backed by a documented approval from an authorized entity from the Ministry of Communications.
- ✓ Control of access authorization to all systems in which information belonging to the Ministry of Communications is available will be implemented and documented.

Passwords

- ✓ The Provider has implemented a complex password policy as is customary in the market (changing passwords at certain intervals, saving password history, password complexity, etc.) or in accordance with the requirements of the Ministry of Communications in accordance with the Ministry's password policy.
- ✓ An automatic timeout mechanism will be implemented for systems in which information belonging to the Ministry of Communications exists.

Backups

- ✓ The Provider will take security measures for connecting remotely to its corporate network.
- ✓ The Provider will securely manage its corporate network, conducting ongoing risk surveys, penetration tests, updates of communication components, and complete documentation of all events in the corporate network.
- ✓ In this context, the Provider must update the Ministry of Communications of any findings that arise from the risk surveys that may constitute a risk for the information belonging to the Ministry of Communications, whether the finding came up in the Provider's premises or through the various systems that the Provider provides to the Ministry of Communications.

Backups

- ✓ The Provider will back up all the systems related to the activity for the Ministry of Communications (without sensitive information).
- ✓ Backup copies will also be saved at a remote site (company offices or DR site only).

Data Deletion

- ✓ Data containing personal information will be stored with no back up and deleted from the Provider's servers after a period of time defined by the Ministry of Communications.

Physical Platforms and Assets

- ✓ The Provider will keep a record of all the systems and physical assets that are supposed to contain information from the Ministry of Communications, detailing their protection and the protection of the information contained therein according to the classification of the information.
- ✓ The Provider shall ensure that physical platforms/assets containing information of the Ministry of Communications shall not be taken off its sites without the written approval of an authorized representative of the Ministry of Communications.
- ✓ The Provider will ensure safe disposal or safe reuse of platforms/assets.

Employee Reliability

- ✓ The Provider will perform background checks of any candidate for employment for the position if during the course of working for the Ministry of Communications the Provider's employee is exposed to the Ministry of Communications' computer systems or to personal information collected by the Ministry of Communications.
- ✓ A group of employees will be designated to work for the Ministry of Communications and will be approved by it. Each employee in this group will sign a personal non-disclosure agreement with the Ministry of Communications.
- ✓ Any change in the composition of the employees for the Ministry of Communications will be made with the knowledge and approval of an authorized person in the Ministry of Communications.
- ✓ If the Provider's employees are exposed to personal information stored at the Ministry of Communications, the Provider will ensure that they are aware of the requirement to maintain the information confidential indefinitely.
- ✓ The Provider will take formal disciplinary action that will be imposed on employees who breach the information security regulations.

Third Party

- ✓ The Provider will maintain an up-to-date list of its providers who are authorized to enter into or connect to the systems in which information of the Ministry of Communications is located.
- ✓ The Provider will record all reports and records received due to third-party activity.
- ✓ The Provider will conduct tests for third-party providers in accordance with the policy defined by it and approved by the Ministry of Communications.

Backups

- ✓ In accordance with the requirement of the Cyber Protection Officer at the Ministry of Communications, the Provider will approve an audit program that will be implemented, documented and encompassed by all the departments relating to the Ministry of Communications in its premises.
- ✓ Corrective and preventive actions will be taken for all the findings that will be documented and monitored, and it is the Provider's responsibility to check the effectiveness of the actions taken.

Monitoring and Response

- ✓ The Provider will monitor and identify anomalies in real time.
- ✓ The Provider will have a cyber incident response plan, a plan to deal with information security incidents.
- ✓ The Provider will have the ability to respond quickly to prevent significant damage to information or systems.

Secure Development

The Provider will implement measures and principles for secure development, including the following:

- ✓ The development team will have the appropriate training for secure development.
- ✓ The Provider will use secure basic development tools with secure development capabilities (such as Secure Coding with IDE Plugins)
- ✓ Security by Design principles will be incorporated into the planning stages, including threat modeling.
- ✓ Application of displaced persons for separation of environments: development, testing and production.
- ✓ Compliance with Standards and Regulations: All development will be carried out in accordance with standards such as OWASP Top 10, the Privacy Protection Law and Regulations.
- ✓ Input Validation: Sanitization
- ✓ Use of only up-to-date and secure libraries and tools: use of well-maintained and up-to-date libraries.
- ✓ Least Privilege: Granting minimum privileges to each component.

- ✓ Code Review: Peer Review with an emphasis on security and segregation of duties
- ✓ Static & Dynamic Analysis: Using automated tools to identify weaknesses.
- ✓ Perform dedicated code penetration tests
- ✓ Integration with Dev Sec Ops: Integrating security checks into CI/CD processes.
- ✓ Patch Management: Managing regular updates to modules.
- ✓ Documentation and process management: Writing a clear policy for secure development.
- ✓ Logging and monitoring mechanisms: Detailed logging for tracking and investigating incidents.
- ✓ The Provider will document detailed explanations in the body of the code and will provide the Ministry with the documentation as necessary, including at the end of the communication. The Provider will also record the code components used in the Software Bill of Materials (SBOM).

Third-Party Provider Confidentiality Undertaking

Confidentiality Undertaking

Whereas _____ (hereinafter; the “**Provider**”) provides services and/or has submitted a bid to provide services to the Ministry of Communications (hereinafter; the “**Ministry**”) pursuant to an agreement entered into by the parties on _____ (hereinafter: the “**Agreement**”); and

Whereas the provision of the Services and/or acceptance of our bid for the provision of Services is contingent upon the Provider’s confidentiality undertaking as detailed below;

Therefore, I hereby warrant and declare as follows:

- ✓ I have read and understood the instructions attached to this statement and I will act in accordance with said instructions.
- ✓ I will maintain in complete confidentiality any document, information, details and data of any kind, including data and/or secrets of any kind or about the Ministry of Communications, whether on digital media or any other media, including personal information about a person held by the Ministry of Communications or any other detail relating to the identity of a person, information about information security methods, storage and procedures relating to the work of the Ministry of Communications (hereinafter: the “**Information**”) that has come or will come to my attention, directly or indirectly, or produced by us in connection with the performance of the Project(s) _____ (hereinafter: the “**Project(s)**”) pursuant to this Agreement or an agreement entered into in connection therewith (complete and absolute confidentiality).
- ✓ I will not copy and/or photograph and/or save any copy and/or digital and/or printed media of the material that will be transferred to me from the Ministry of Communications, except if the above is necessary for the purpose of the Project with the Ministry of Communications.
- ✓ To the extent that I employ and/or will employ employees and/or agents and/or service providers and/or other persons in the provision of services (hereinafter: the “**Employees**”), I undertake to disclose the Information only to those Employees who must be exposed to the Information for the purpose of their duties in connection with the project vis-à-vis the Ministry of Communications.
- ✓ I will not disclose, directly or indirectly, or through the Employees, the Information or any part thereof to any third party, and I will not make any use thereof, whether directly, indirectly or through the Employees, except as necessary for the purpose of executing the Agreement with the Ministry of

Communications, and I will take all the usual precautions to prevent any third party from accessing the Information regardless of the form in which it is stored.

- ✓ I undertake to ensure that each Employee who has access in any way to the Information shall undertake, in writing prior to receiving access to such Information, to maintain the confidentiality of the Information in the terms specified hereunder. I agree that a precondition for making any Employee available to the Ministry of Communications will be the consent thereof to sign an undertaking in accordance with the wording of the Ministry of Communications. The undertaking of the Employee as stated above does not exempt me from the obligations and responsibility thereof towards the Ministry of Communications.
- ✓ The Provider must provide the Ministry of Communications with details of the measures it will take as stated above at its request.
- ✓ I must destroy all the records and/or documents and/or interim data created during the execution of the Project(s) immediately upon their completion and submit to the Ministry of Communications all the copies of the reports and/or final records that were produced for the Project together with the original.
- ✓ Notwithstanding the foregoing, I agree that I may disclose and use the following Information:
 - Information that has become public without any breach of confidentiality on its part, with the exception of the disclosure of such information, which by its very disclosure makes information that has become public more reliable or authoritative.
 - Information provided to the court at the request of a competent court, or any authority authorized by law to demand Information, and only to the extent required. If the disclosure is made as aforesaid, only the minimum required information will be disclosed and a competent entity in the Ministry of Communications will be given written notice that the said Information has been provided in order to allow the Ministry of Communications a proper opportunity to obtain an order preventing the disclosure.
- ✓ In any event that the provision of services in accordance with the aforesaid Agreement is carried out in the facilities of the Ministry of Communications, I undertake as follows:
 - The Employees will not access databases or computer programs that are not required for the performance of the service and will not copy any Information that is not directly necessary for the performance of the service.

- The Employees will only use software purchased under a license and after making sure that the software does not contain viruses.
 - The Employees will not roam the facilities of the Ministry of Communications unnecessarily and without authorization.
 - The Employees will obey the instructions of the Ministry of Communications regarding information security.
- ✓ I undertake not to employ Employees and external service providers who have been convicted of an offense related to computer offenses, theft, burglary, fraud, deceit or who are under criminal investigation in one of the aforementioned matters, and to inform the responsible party at the Ministry of Communications in any case in which an indictment has been filed or is expected to be filed against any of the Employees and/or in any case that any of the Employees has been convicted of a criminal offense. The Ministry of Communications may order the replacement of the employee with another employee at its discretion.
 - ✓ I am aware that following the Privacy Protection Regulations (Conditions for Holding and Retaining Information and Arrangements for the Transfer of Information between Public Bodies), 5746-1986, the Ministry of Communications has established internal procedures and controls for the purpose of information security as detailed in the aforementioned regulations, and that within the framework of those procedures, all Employees who have or will have access to the data processing system of [company name], will be obligated, *inter alia*, to undertake in writing to maintain confidentiality as stated in section 7 above. They must also ensure that the activity is carried out while maintaining the procedures of the Ministry of Communications, as amended from time to time.
 - ✓ It is clarified and agreed that the aforesaid does not exempt me from the obligations thereof under the Agreement.
 - ✓ It has been clarified to me, and I confirm that as part of the Ministry's engagement requirements in this Agreement, I am required to authorize the Ministry of Communications to carry out examinations, both during and at the end of the Engagement, the purpose of which is to examine whether any damages have been incurred by the Ministry by me and/or by anyone on my behalf.
 - ✓ I undertake to report any unusual information security incident, if any has occurred, to the Ministry of Communications (to the Cyber Protection Commissioner).
 - ✓ I am aware that this undertaking is indefinite and will remain valid even after the service is no longer provided to the Ministry of Communications.

- ✓ I am responsible for any damage caused to the Ministry of Communications as result of the breach of my obligations hereunder and I hereby undertake to indemnify the Ministry of Communications for any expense or loss caused thereto as a result of the breach.

I hereby declare that the signatories below are authorized to sign in the name of the Provider and to bind it by their signature.

Full Name		Position
Phone	Email	
Date	Signature	

IN WITNESS WHEREOF, the parties hereto have executed this Undertaking:

Signature of the Project Representative at the Ministry of Communications

Employee's Name (Ministry of Communications)		Unit	Position
Phone	Provider's Engagement Termination Date		
Which computers/servers does the Ministry of Communications need access to?			Signature