



מדינת ישראל
State of Israel



Ministry of the Interior
Population, Immigration and Border Authority

Clarifications No. 2 for Tender 118/2011 for the Supply of a Biometric Matching System

A. General Clarifications

1. General

- 1.1. Each request that has no direct answer in the following answers, will be seen as a request that has been rejected by the Tender Committee.
- 1.2. An amended version of the Tender is attached to this update, in two formats – one with "track changes" and one without ("clean" version).
- 1.3. Respondents must submit their proposals to the Tender using the amended "clean" version.
- 1.4. The clarifications to the Tender constitute an integral part of the Tender documents. The Tender and the clarifications are deemed as one document.
 - 1.4.1. In the event of a contradiction between the language of the Tender and the language of the clarifications, an effort shall be made to resolve the contradiction.
 - 1.4.2. In circumstances where it is not possible to resolve such difference, the language of the amended "clean" version of the Tender shall prevail.

2. Professional Personnel

In section 7 of the contract, insert at the end:

"7.6. Supplier will perform its obligations during Setup Phase using staff experienced with biometric matching system. Such staff will include the number of employees required for fulfillment of Supplier obligations fully and in a timely manner, and in any case will include at least three (3) employees, each of which with at least one (1) year hands-on experience in customizing, implementing, optimizing and production of a Biometric Matching System of at least 1,750,000 records, and based on fusion of at least two (2) independent biometrics.

7.6.1. Purchaser may decide, at its sole discretion, to allow Supplier to use a staff of two (2) employees with the abovementioned experience.

7.6.2. Supplier will demonstrate, upon Purchaser's demand, its compliance with section 7.6 above by sending its staff Curriculum Vitae, or by allowing Purchaser to conduct telephone interviews with its staff.

7.6.3. Supplier will replace an employee not authorized by Authority due to security or professional reasons."

3. Licensing issues

3.1. Due to the critical nature of the system and the security regulations, software licensing cannot rely on hardware items such as dongles. Please note that once a hardware item has been connected to the classified network it cannot be returned and extracting data from it, as well as from other components, is strictly forbidden. It is also forbidden to use built in hardware identifiers in any way for this licensing (such as an HSM serial number or a MAC address).

3.2. Note also that according to the requirements, the supplier cannot access the Production System (and the DRP site) in any way. In case of hardware breakdowns the Purchaser must be able to resolve any such problems **independently**.

3.3. Appendix A of the Tender is amended as follows:

- 3.3.1. In section 5.1, insert at the end:
 - "5.1.7. The system software licensing must not rely on hardware items (such as dongles).
 - 5.1.8. The system must not use built in hardware identifiers in any way for licensing (such as an HSM serial number or a MAC address)."

3.4. In section 8 of Appendix A1 of the Tender, insert at the end: "Please note that once a hardware item has been connected to the classified network it cannot be returned and extracting data from it, as well as from other components, is strictly forbidden."

3.5. Appendix H of the Tender is amended as follows:

- 3.5.1. In section 5.3.2, insert at the end:
 - "5.3.2.2. All activation data that is required in order to re-generate the activation codes for all licenses supplied."

- 3.5.2. In section 8, insert at the end:
 - "8.4. Supplier will send for approval of Purchaser within Detailed Specifications Stage the licensing method of the system and a description of its implementation process. The method and implementation process, once approved in writing by the Purchaser, shall constitute an integral part of Agreed Specifications."

4. Database for Test Environment

In section 11.1.1 of Appendix A, insert at the end:

"11.1.1.1. The simulative database provided for test environment must be in an open format (e.g. not encrypted) to enable Purchaser to execute its own independent benchmark using the same data."

5. Section 10 of Appendix A

5.1. In section 10 of Appendix A, amend section 10.2 to read as follows:

"10.2. Respondents must describe **in detail** all implications of transition from three million (3,000,000) records to five million (5,000,000) records and to seven million (7,000,000) records."

5.2. Appendix C will be amended accordingly.

6. System Thresholds

6.1. In section 11 of the Contract, after section 11.6 insert:

"11.7. Supplier will send for approval of Purchaser within the Tests Stage, its recommended thresholds for the system. The recommended thresholds, once approved in writing by the Purchaser, shall be hereinafter referred to as the "**Recommended Thresholds**".

11.7.1. Recommended Thresholds will not be changed without mutual written authorization of the Parties."

6.2. In section 16 of the Contract, insert at the end:

"16.11. Sections 16.2-16.5 and 16.8.1-16.8.5 will not apply if Purchaser has set the system thresholds not in compliance with Recommended Thresholds."

7. Price proposal

7.1. Section 19.1 and 19.2 of the Tender will be amended to read as follows:

"19. Price Quote

19.1. In order to create a common basis for comparison between hardware costs of the Respondents' configuration requirements, all Respondents must "normalize" their hardware and storage requirements to the Standard Server. Hardware that cannot be "normalized" will be added to the final price. If Respondent's hardware requirements cannot be normalized in any way, Respondent may choose one of the following (for each such hardware component):

19.1.1. Notify Tender Committee during clarification process (section 24) the COTS components in its proposal. Tender Committee shall notify Respondent (and Respondent alone) the price of said components according to Accountant General's price list (hereinafter – "**AG Price**"), this price will be valid even if actual price in the said price list will be changed. The AG Price will be written by Respondent in its price proposal for this component.

19.1.1.1. If Authority is unable to quote an AG Price, Respondent will act in accordance with section 19.1.2 below.

19.1.2. Propose its price for such hardware component.

19.2. The respondent will list on the Price Proposal Form, Appendix B1 of the Tender:

19.2.1. The price offered for a single record;

19.2.2. The number of Standard Servers required for optimal operation of the proposed system comprising three million (3,000,000) records.

19.2.3. Prices for additional COTS hardware for system comprising three million (3,000,000) records. Respondent must list detailed information pertaining to each such component, including brand and model of such hardware and the required quantity; but prices should be specified per unit.

7.2. In section 19 of the Tender, insert at the end:

"19.9. Please note that according to the Contract, Purchaser is not obliged in any way to acquire hardware from the Supplier and may purchase any and all hardware from other Suppliers. This will not derogate from Supplier's duty to supply, upon Purchaser's request, the hardware listed in its proposal, for the prices listed in its price proposal. Nevertheless, Supplier will not be obliged to supply Purchaser hardware components for which it has specified AG Prices."

7.3. In section 2.4 of Appendix B1, instead of "prices" insert: "record price"; strike: "in addition to the products themselves".

7.4. In section 5 of the Contract, insert at the end:

"5.8. Supplier will supply all proprietary hardware required for a system that will support seven million (7,000,000) records with no additional price.

5.9. Supplier will supply, upon Purchaser's request, the COTS hardware listed in Supplier's Proposal, in the quantities detailed in the request and according to the prices specified in Supplier's Proposal, within thirty (30) day of the request.

5.9.1. Purchaser is not obliged to acquire any hardware from Supplier, and it may, at its sole discretion, purchase some or all of the hardware from Supplier or from other suppliers.

5.9.2. Supplier is not obliged to supply any hardware component for which it has received from Purchaser the AG price, according to section 19.1.1 of the Tender, and has listed this price in its Proposal."

8. Tests Stage

- 8.1. In section 6.3 of the Contract, instead of "forty two (42)" insert "sixty five (65)".
- 8.2. In section 7.5 of the contract, instead of "seven (7)" insert "no more than thirty (30)."
- 8.3. Schedule (1) of the Contract will be amended accordingly.

B. Registrant Questions

No.	Tender / Appendix	Section	The Question or Request	Response
9.	General	-	In an effort to provide the most compliant and comprehensive response possible, we would like to request that the tender due date (and all dates associated with the tender due date) be extended by three (3) weeks.	Please see extension which has been posted on the www.piba.gov.il website.
10.	General	-	Will there be a chance to refine some aspects of the agreement between the parties before its signature?	<p>No. All clarifications must be raised and discussed during the clarification process. Changes to the Contract, if any, must be agreed to and made by Purchaser prior to submission of proposals so they will apply to all Respondent.</p> <p>The updated "clean" version of the Contract will be signed with the winner of the Tender "as is".</p> <p>Please note that according to section 58 of the tender, a Respondent may not limit or condition its proposal.</p>
11.	General	-	Could Tender Committee please give some preliminary forecast on the expected number of new	<p>No.</p> <p>The Law provides that in the initial pilot period</p>

No.	Tender / Appendix	Section	The Question or Request	Response
			records per year, for the 5 years original period?	the Israeli Government will issue biometric Identification Documents only to persons who agree to be included in the biometric data base. Therefore, the requested information is not available at this time. All available information is provided in Tender Documents.
12.	Tender	6.2	<p>a. Is the mentioned system for 300,000 records supposed to be part of the final system and has to be scalable to up to 7 million records? Or is this supposed to be a trial system and not related to the final system?</p> <p>b. If it is a single system, will we be allowed an additional downtime window if necessary for the upgrade?</p>	<p>a. This system will be part of the final system, and has to be scalable to up to 7 million records. It is not supposed to be a trial system that is not related to the final system.</p> <p>b. N/A.</p>
13.	Tender	6.2	We would like to request a clarification on the 300,000 records within 30 days from commencement of Agreement. We assume you require an empty BMS database that is initially sized for 300,000 records with associated matching processors ready. However it is also possible that you may have 300,000 records immediately ready for processing or	We require an “empty” BMS database that is initially sized for 300,000 records, with associated matching processors and all other required elements ready. We do not yet have the records ready for processing or conversion.

No.	Tender / Appendix	Section	The Question or Request	Response
			conversion. Please clarify.	
14.	Tender	16.1	Please clarify that respondents must have served as the <i>prime</i> contractor in the reference project. Would major subcontractor experience (having the responsibility equivalent to what is required of a prime contractor, and what is required for this tender) be accepted in lieu of prime contractor experience?	Please see clarification No. 1 which has been posted on the www.piba.gov.il website.
15.	Tender	16.3	We would like clarification of the statement that the certificate by the auditor must attest to 'the number of biometric records that have been supplied by the Respondent' during the aforementioned period.' Does this mean that the certificate should state the number of records de-duplicated by the Respondent during the reference project?	<p>This refers to the actual number of “live” Biometric records in the Biometric database, and is based on the assumption that every record in the Database has been de-duplicated / checked for uniqueness.</p> <p>Section 16 is amended as follows:</p> <ol style="list-style-type: none"> a. In section 16.1.4 insert at the end: "that have been de-duplicated by the system". b. In section 16.2.2 insert at the end: "(please note the estimated number of records de-duplicated by the system)". c. In section 16.3, after "supplied by the Respondent", add: "and to the number of records de-duplicated by the system".

No.	Tender / Appendix	Section	The Question or Request	Response
16.	Tender	16	<p>Clause 16.1 sets out that the respondent must have been the Prime contractor on projects with the required characteristics.</p> <p>In projects that have these characteristics around the world, the Prime Contractor is typically a local company / legal entity who runs the project office, communicates with the customer and may implement non-biometric solutions and provide ongoing Operations services for the solution in production. It is common for the Prime to actually have a senior specialist sub-contractor who undertakes full technical responsibility for the architecture, design, integration and deployment of the biometric matching system.</p> <p>We would appreciate if you consider a main biometric technical solution provider in the definition of prime for this tender. In that case companies, specialist biometric companies like us with large scale references of size and type requested, would be able to offer truly biometric algorithm independent and very cost effective solutions.</p>	Please see clarification No. 1 which has been posted on the www.piba.gov.il website.
17.	Tender	16	Regarding Clause 16.1, it limits the class of bidders	Please see clarification No.1 which has been

No.	Tender / Appendix	Section	The Question or Request	Response
			to possibly a maximum of 2 or 3. Will you consider broadening the criteria so that other companies with similarly significant multi-modal biometric solution expertise can respond thereby making the responses more competitive and better value for money?	posted on the www.piba.gov.il website.
18.	Tender	16	<p>Clause 16.1 sets out that only Prime contractors with the requisite qualifications will be considered.</p> <p>1) Companies who have previously primed these types of programs frequently do not have the relevant expertise or technology themselves but rely on subcontractors with the multi-modal biometric and fusion capabilities.</p> <p>2) Further, Clause 16.1 excludes some of the world's leading biometric suppliers who have the qualification though they may not have formally acted as a Prime (for example, they were the lead sub-contractor with full responsibility for the biometric components of the solution).</p> <p>Will the MOI consider allowing specialist biometric companies, who have experience equivalent to Clause 16 for the India Unique Identity Authority UID program or globally, though not as the systems</p>	Please see clarification No. 1 which has been posted on the www.piba.gov.il website.

No.	Tender / Appendix	Section	The Question or Request	Response
			integrator prime, to bid directly?	
19.	Tender	16	If, as a potential bidder, we have proven experience as requested in Appendix A - 5.1.3 and in Clause 16.1 though not as prime contractor, but have proven same as our responsibility in operational systems, would it be possible to respond if we meet all the other tender requirements including qualification requirements in 16.1.1 and 16.1.2 and 16.1.3 and 16.1.4? and have proven experience migrating from one algorithm to another (as requested in Appendix A - 5.1.3)?	Please see clarification No. 1 which has been posted on the www.piba.gov.il website.
20.	Tender	18.2	We would like to request a clarification on the "demonstrate and clarify" invitation. We assume this is not a technical demonstration of the proposed solution processing sample data in a live environment but rather a presentation (PowerPoint etc.) of our technical capabilities, proposed solution and specific experience.	Correct. Respondents will not be required to setup a demonstration in a live environment, rather to clarify and to demonstrate (via any reasonable means – PowerPoint, Video, etc.) its detailed understanding of the Tender and the project requirements; its technical capabilities, experience and knowhow insofar as these are clearly and specifically relevant for this project, as specified in the Tender; and its detailed proposal in accord with the tender requirements. The presentation must relate to all subjects

No.	Tender / Appendix	Section	The Question or Request	Response
				<p>listed in section 18.2 of the Tender. Please note that the main emphasis of the presentation must be the technical aspects.</p> <p>In section 18.2 of the Tender, insert at the end:</p> <p>"18.2.1.7. Screenshots of the proposed operator interface.</p> <p>18.2.1.8. Details of the underlying matching engines."</p>
21.	Tender	18.2.6	<p>We would like to request a clarification on the "participate in the execution" invitation. We assume this is a review / site visit to observe enrolment operators, processes and technology in operation. Is this correct or do you envisage a different scope?</p>	<p>Correct in principle. Please note that the enrolment systems are not yet in production operation. This will be a site visit to observe a demonstration of the typical enrolment process, typical environmental conditions and the actual enrolment station/technology which will be used in the biometric enrolment processes.</p> <p>As stated in the Tender documents, for various reasons actual image outputs from the site visit will not be given to the Respondents, rather – sample images will be delivered separately by the Purchaser to Respondents (identical images</p>

No.	Tender / Appendix	Section	The Question or Request	Response
				will be provided to all Respondents).
22.	Tender	19.2.3.1	We would like to request a clarification on what you mean by COTS Hardware. We assume this includes infrastructure components such as Backup, Load Balancer, Hardware Security Module (HSM) and Network appliances or devices that cannot be fulfilled by the Standard Server. Is our assumption correct?	Yes, but please note that proprietary hardware is not included in this definition. All the COTS hardware should be listed in the price proposal. In section 11 of Appendix A, insert at the end: "11.3. Respondent must attach to the Technical Specifications, Appendix C of the Tender, a detailed hardware and software configuration document. The configuration document must include all system components – hardware and software – both schematically as well as detailed component list for three million (3,000,000) for five million (5,000,000) and for seven million (7,000,000) records."
23.	Tender	19.2.3.1	Will MOI provide the typical data center infrastructure such as computer racking, network switches, power distribution unit and uninterruptable power supply?	YES. This should not be listed as part of the price proposal (but should appear in the configuration document).
24.	Tender	19.7	Please explain the requirement "Linkage of prices shall be according to the contract".	This refers to section 30.5 in the contract, which specifically states that "...Prices stated above shall remain in effect throughout the entire contract period, and will be final and fixed. It is hereby clarified that prices shall not be linked in

No.	Tender / Appendix	Section	The Question or Request	Response
				<p>any way”.</p> <p>Section 19.7 will be amended to read as follows: "19.7. Prices shall not be linked in any way."</p>
25.	Tender	19.8.1	<p>1,000 USD for a visit to the Authority’s facility would not cover the cost of a lengthy visit. Can the length of these visits be constrained to a few days? Alternatively, would a per-diem be payable?</p>	<p>Section 19.8.1 of the Tender states: One thousand (1,000) USD for every day....”.</p> <p>As for section 19.8.2 – this is a lump sum. We expect that site visits in the later stages (production) will typically be short, lasting 1-5 workdays.</p> <p>Tender documents will be amended as follows:</p> <ul style="list-style-type: none"> a. In section 19.8.2 of the Tender, insert at the end: "If a visit will extend beyond five working (5) days due to Purchaser's specific request, Purchaser will pay Supplier additional two hundred (200) USD for each work day beyond the first five working (5) days of the visit." b. In section 17.4.2 of the Contract, insert at the end: ""If a visit will extend more than five working (5) days due to Purchaser's specific request, Purchaser will pay Supplier additional two hundred (200)

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				USD for each work day beyond the first five working (5) days of the visit."
26.	Tender	21.2.2	Can the Purchaser clarify that it is possible for multiple Respondents to receive awards from this procurement, or if only one Respondent will be awarded to the contract?	Only one respondent will be awarded the Tender.
27.	Tender	22.5	When will registrants receive the samples of enrollment outputs?	Within the coming week. Tender Committee will inform registrants accordingly, in order to coordinate. Please confirm receiving the images after they are received.
28.	Tender	32.6	We would like to request a clarification on what marked Classified Sections of a proposal may be permitted for review by the Tender Committee under the Tender laws, the relative laws and standards governing an administrative authority?	Tender Committee may decide that a section marked by Respondent as confidential is not confidential according to the standards set forth by Israeli Tender case law. In this case, Respondent will have (limited) time to object to such decision before the classified sections will be allowed for review.
29.	Tender	42, 43	Will the Purchase provide an official process to appeal the disqualification decision?	This will be done by Israeli Tender Law standard process for appealing Tender Committee's decision.

No.	Tender / Appendix	Section	The Question or Request	Response
30.	Appendix A	General question	Could you please confirm that the Purchaser will be responsible for the connection between the different environments (production, test, backup)?	The purchaser will handle all logistics for distributing data to the different environments.
31.	Appendix A	4.1, 18.1	Could you please provide us the ISA guidelines in English?	Relevant guidelines will be provided to Supplier, on a need to know basis.
32.	Appendix A	5, 6	Could you please confirm that a local subcontractor dully approved by the Authority can access to the system upon request for support purposes?	No. Access will not be allowed under any circumstances to the production environment.
33.	Appendix A	6.2	Face de-duplication - Could we get an estimate of how often records will contain only Face information? This might have a high impact in accuracy and hardware requirements	An estimate for the adult population cannot be provided. Please use a figure of 0.5% as a theoretical estimate for your calculations. Please specifically note this estimate in your proposal, and please also describe in detail all the implications of a scenario of 0.25% and of 1% . In any case final accuracy must comply with Tender requirements. To avoid any doubt, section 16 of the Contract shall remain valid in case that more than 0.5% of the records will contain only face information. Please note that according to Israeli regulations all records of children under 12 do not contain

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				<p>fingerprints, unless specifically requested by the parents. This is also written into the XML file.</p> <p>In section 6.2 of Appendix A, insert at the end: "6.2.1. Respondent should assume 0.5% of the records of adult population will contain only face information. Records of children under twelve (12) will not contain fingerprints unless specifically requested by the parents." 6.2.2. Respondent will describe in Appendix C in detail all the implications of a scenario of 0.25% and 1% of records containing only face information. 6.2.3. In any case final accuracy must comply with Tender requirements. To avoid any doubt, section 16 of the Contract and all other Contract provisions shall remain valid in case that more than 0.5% of the records will contain only face information."</p>
34.	Appendix A	8, 9, and 10	Given the 10 year period of performance for the system to be proposed, does the MOI expect that the transaction volume required (pending clarification) to increase, decrease, or stay constant over the lifespan	As stated in the tender documents, peak anticipated transaction volumes will not exceed 10,000/day when the system is in full production (after the first 6 months). Respondent may

No.	Tender / Appendix	Section	The Question or Request	Response
			of the system?	<p>include information regarding implications of higher peak volumes (e.g.: 15,000/day) but these will be handled as informational only.</p> <p>Based on our experience demand for identity documents is quite constant over the years.</p>
35.	Appendix A	9.3	Does this mean that the system should be able to handle up to 50,000 transactions per day?	<p>No. the system should be able to handle up to 10,000 transactions per day (on an ongoing basis). Nevertheless, it is anticipated that in the first 6 months of operation the system may be required to handle up to 20,000 transactions per day.</p> <p>Please note that in any case, there is no (human) activity during the 3rd shift (24:00-08:00).</p>
36.	Appendix A Appendix C	9 – Appendix A; 10 – Appendix C	Section 9.2 states: “Daily batch will not exceed ten thousand (10,000) records”, whereas section 9.3 states: “ <i>There will be extreme cases when daily batches will accumulate over a period of time. In such cases the backlog will be handled by registering up to five batches (5) each working day.</i> ”	<p>a. Typical peak will be 10,000 per day. During the first 6 months as of transition to production, peaks may be 20,000/day.</p> <p>b. According to section 10.1 of Appendix A, the system must be able to handle a capacity of up to seven (7) million records. The Purchaser’s obligation is to</p>

No.	Tender / Appendix	Section	The Question or Request	Response
			<p>Section 10.1 of Appendix C states: <i>“Is proposed System able to handle a capacity of up to seven (7) million records and to support up to 10,000 searches per day, providing approval / rejection results within up to twelve (12) hours from arrival of batch?”</i></p> <p>a. Please clarify if the system is to be sized to support 10,000 transaction or 50,000 transactions per day (5 batches).</p> <p>b. Please clarify if the system is to be sized to support 3,000,000 or 7,000,000 records.</p> <p>c. If the system is only sized to support 10,000 transactions per day and a backlog of 5 batches is established please clarify how the system will ever be able to recover from the established backlog?</p> <p>d. Please confirm the Price Proposal for the number of servers required is to only support a 3,000,000 record database with a maximum of 10,000 transactions per day and a maximum of 12-hours response time.</p>	<p>buy at least 3,000,000 records during the original contractual term (subject to cancelation of the biometric project). Please see clarification No.5.</p> <p>c. Please see (a).</p> <p>d. Correct for the database size. For the number of transactions per day – correct for ongoing operation; but up to 20,000/day in first 6 months; maximum response time is until the start of the next working day.</p> <p>The price proposal must be based on a system that will support three million (3,000,000) records.</p> <p>In section 10.3 of the Contract, after "Proposal" insert: "and required for a system that will support three million (3,000,000) records,".</p>
37.	Appendix A	Section 9.1	Item 9.1 cites searches to be performed between 08:00 and 17:00 daily. Given the Appendix A1, Item 9	a. This is the normal case. It must be processed before the start of the next

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			<p>statement that all data will enter the system either daily or semi-daily do we assume:</p> <p>a. Enrollment data will reach the system on the day it is captured to be fully processed by the next business day after the enrollment capture date</p> <p>or</p> <p>b. Given the Appendix A1, Item 4 statement that all data will enter the system through an air gap via disposable media (implying required human intervention) is the response to be considered from the next business day from when the enrollment batch is manually initiated?</p>	<p>work-day.</p> <p>b. This is not the case – the triggering event is the import of the data into the database and this batch must be handled and approved by the beginning of the next working day.</p>
38.	Appendix A	9.1	<p>Operating hours – would it be possible to clarify the operating hours and days, for the different types of transactions, to understand whether operations like backup can be done outside these hours of operation? Current understanding is 9:00-16:30 x 5</p>	<p>Most of queries during Pilot Phase will be de-duplication queries. There will be a very small number of identification queries done by simulation. Real-life identification queries are forbidden by law during the Pilot Phase.</p>

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			days per week, or possibly 9:00-23:30 x 6 days per week in peak season.	<p>Biometric records are transferred (encrypted) to the Biometric Database as schematically described in Tender documents. Decryption is handled by the Purchaser. Batches will be transferred during working days and hours (8:00-17:00).</p> <p>Operations such as backup may be done outside these hours, namely – during night hours; and if load permits (outside peak periods) – also during the second shift.</p> <p>In section 9 of Appendix A, insert after section 9.1.1: "9.1.2. Respondent must list in Appendix C all manual or human interventions that may be required for backup or other related procedures."</p>
39.	Appendix A	11	What will be the distance between the different systems? What will be the type of communication/network between the different systems?	Distance is not relevant to Supplier. Type of communication between the systems will be physical transfer. There will be no online connection between sites and no outgoing connections elsewhere.
40.	Appendix A	11	Is it possible to mutualize equipments between the backup site and the test site?	No. Each site is independent and must be equipped with all necessary hardware and

No.	Tender / Appendix	Section	The Question or Request	Response
				software.
41.	Appendix A	11.2.1.1	Does the Authority have a preferred COTS SQL database solution, or will any COTS (ISO) SQL database be compliant?	ANY COTS (ISO) SQL Database will be acceptable.
42.	Appendix A	11.2.2	Could you please confirm that the iSCSI technology can be changed so that the solution can provide all the features of a SAN?	The Storage blade servers provided are state of the art with very high data transfer rate, and should be adequate for any reasonable system. It is a Direct Attached Storage with PCIe connectivity inside the blade enclosure.
43.	Appendix A	11.2.2	Could you please confirm that the proposed SAN capacity of 5TB is planned for the 3 Million of records?	The 5TB capacity should be more than sufficient for 7M records.
44.	Appendix A	11.2.3.2	Please clarify if the Authority requires a separate "Disaster Recovery Plan" with the Tender response, or if a description of the approach to disaster recovery is required.	Respondent must describe its approach to disaster recovery in Appendix C and attach to Appendix C its "Disaster Recovery Plan". In section 11.2.3.2 of Appendix A, insert at the end: "11.2.3.2.1. Respondent must attach to the Technical Specifications, Appendix C of the Tender, its "Disaster Recovery Plan".

No.	Tender / Appendix	Section	The Question or Request	Response
45.	Appendix A	16.2.2	Will this include latent fingerprint searches?	<p>The gallery fingerprint images will always be from the enrolment system (No latent fingerprints). Queries in certain cases may be based on latent fingerprints.</p> <p>Please note that during the Pilot Phase (first two years) the police cannot submit any query (but these cases will be tested by simulation).</p>
46.	Appendix A	16.3	<p>This Section of the tender identifies four basic queries to be supported under the proposed system; De-duplication query, Identification query, Verification query, and Biometrics query.</p> <p>As the performance information provided under Appendix A, Section 9 only included workload capacity for the De-duplication query can the Authority provide daily workload performance requirements for the remaining three queries?</p>	<p>During the Pilot Phase (first two years and possibly two more years), only de-duplication queries will be handled. Other types of queries will be simulated in very small numbers.</p> <p>The process for handling the other queries involves manual checking and full compliance with the legal requirements – hence response time can be within minutes, not seconds.</p>
47.	Appendix A	16.3.1 De-duplication Query	<p>Can you confirm that fingerprint data for insertion / de-duplication will be labeled individually for each fingerprint (Left Index etc)?</p> <p>Are the two fingerprints that will be enrolled the same for every person?</p>	<p>Yes, for each enrolled fingerprint.</p> <p>Yes, unless this is impossible for certain persons (FTE issues, etc.).</p>

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48.	Appendix A	16.3.1 Verification Query	Can you confirm that all fingerprint data will be labeled individually? The finger(s) used for verification must be the same as the finger(s) used for insert / de-duplication for the claimed identity.	Yes.
49.	Appendix A	17.1	<p>a. Downtime – Could DRP environment be used during maintenance of production environment?</p> <p>b. Would this be considered as system downtime?</p>	<p>a.No.</p> <p>b.N/A.</p>
50.	Appendix A	18	It is written that database must be encrypted. Could you please confirm that it is possible to encrypt the file system to ensure the database file encryption?	Yes.
51.	Appendix A	18	<p>Could you please explain the meaning of "dual control"?</p> <p>Is it a two factor authentication? Is it an approbation mechanism? Is it a mechanism requiring the presence of two people both, at a given time, having different cryptographic materials?</p>	<p>The meaning of "dual control" is as follows:</p> <p>Certain operations (such as the acceptance / rejection of the approval of a false alarm) require that two operators (or an operator and a manager / supervisor) will both approve or reject it.</p> <p>Login to workstations will use three-factor authentication and will be handled by Purchaser.</p>

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52.	Appendix A	18.2	Please confirm the database encryption requirement applies only to the central registry database and not the individual database of biometric feature records loaded on biometric matchers.	<p>Raw biometric data (JPEG/JPEG2000 and WSQ files) must obviously be encrypted. If templates are used, and the template cannot be reversed to an image, it is possible to use cleartext templates in the matchers.</p> <p>However, all data at rest must be encrypted.</p> <p>In section 18.2 of Appendix A, insert at the end: "18.2.2. Respondent must clearly describe and specify its proposed encryption mechanisms."</p>
53.	Appendix A	Section 18.1	May bidders receive a copy of the NISA information security policies?	No. The relevant information will be provided only to the Supplier, on a need to know basis.
54.	Appendix A	18.3	Could please list the sensitive operations?	See examples at clarification No. 51 above. The exact list will be provided to the Supplier.
55.	Appendix A	20	We would like to request some further information about the potential future proposal to cluster the database into groups of several hundred records each. For example, do you envision a physical or logical separation of clusters? Does the clustering only apply to data at rest in the database but not to the biometric data loaded into the RAM memory of	<p>The clustering mechanism is based on a simple modular "black box" that may be implemented entirely by software. This "black box" will get an input of a unique identifier and output one of two possible values:</p> <ul style="list-style-type: none"> - The same (or transformed) identifier, if the database is not clustered (i.e. a

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			the biometric matchers?	<p>conventional database).</p> <ul style="list-style-type: none"> - A cluster number, based on a statistical algorithm, into which the record will be inserted. The slot within the cluster should be also randomized. <p>This way the same modular "black box" can be used for both clustered and conventional databases.</p> <p>Obviously, once the unique identifier of a record is removed it is possible to run the matching and the result will point to the entire cluster but not to a single, identifiable person.</p> <p>For the population size of Israel the optimal cluster size is ~700 records.</p> <p>The statistical algorithm itself is extremely simple and can be implemented in just a few lines of code.</p>
56.	Appendix A Appendix A1	20.1 – Appendix A; 15.3 – Appendix A1	Can the Authority provide additional information on the database clustering approach, specifically how the relationship of “biometric data pointing to many identities instead of one” is to be maintained?	Please see clarification No. 55 above.

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57.	Appendix A1	2	Please clarify the required process for the batch when there is a suspicion of a duplicate enrolment. Is it the case that the suspect record will be removed from the batch for adjudication while the remaining records in the batch will be released for issuing?	Yes.
58.	Appendix A1	2	Will MOI provide all required client workstation computers as well as the printer(s) and scanners(s) necessary to prepare raw data for provision to law enforcement agencies?	Yes. This is not part of the price proposal.
59.	Appendix A-1	2	Could you please explain by which means the law enforcement agencies will send request to the system?	The queries will be sent to Authority via encrypted email and imported into the system using a similar mechanism to the enrolment data.
60.	Appendix A1	2	Appendix A1 section 2 reads ' <i>Only after a positive response (indicating that ALL records in the batch are either new records; or existing records but with no suspicion of duplicate enrollments/records)</i> '. Does this mean that there might be positive biometric matches that should not trigger an alarm? How should these records be handled?	Yes. E.g.: Records generated upon renewal of Documentation and which already exist in the Database. The XML file (as described in the tender documents) will include information whether this record should already exist in the database; in such cases, the operators will be alerted only if the record exists in the database under different credentials. Operators will

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				handle the alerts manually.
61.	Appendix A1	3	Appendix A1 section 3 states ' <i>Keeping any personal data (except for the necessary biometric data) Is strictly prohibited according to the law.</i> ' Does this mean no biographic data can be stored to aid the automatic and manual de-duplication?	Correct. No biographic data may be stored.
62.	Appendix A1	4	We would like to request some information about how the watermark will be subsequently accessed or used in the biometric matching system after its insertion at the 2nd content filter stage.	Please note our comment to the diagram in the Tender:"... Note: the watermarking depicted in the schematic diagram above, does not transform the record in a way that may impact the matching process". This subject is outside the scope of this Tender.
63.	Appendix A1	4	Digitally signed hashing techniques of binary data can also provide for data authenticity and integrity without the need for watermarks. Would the use of digitally signed hashing techniques remove the need for watermarking?	No. Purchaser will provide the Watermarking component. There is no need for digitally signed hashing component.
64.	Appendix A1	4	We understand that the MOI will provide the decryption component. Will the MOI also providing the watermarking component?	Yes.

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65.	Appendix A1 Appendix D	6	<p>Appendix D states the HP blade server supports a PCI expansion unit, "if needed for HSM".</p> <p>Appendix A1, Section 6, states: "The decryption mechanism will be provided by the Authority and full details of the encryption protocol will not be disclosed to the Supplier."</p> <p>As Appendix D is the only section in the Tender that references a HSM will the Authority confirm that if a HSM is required, the Authority will be responsible for providing the HSM as well as the data decryption mechanism and the Provider is not required to deliver these capabilities.</p>	Please see clarification No. 7.
66.	Appendix A1	7	Typical record size - Does the typical record size of 100KB include the raw data?	Yes. The face image is ~50KB and each fingerprint is ~12KB. They are encoded in the XML file with BASE64, so the actual size of the final record is typically 100KB.
67.	Appendix A1	Section 11, 12	Please confirm the Authority is responsible for providing the HP Blade servers and the Client PCs and the Provider is only responsible for providing the software components to support their proposed	Correct (in the context of Hardware and Software requirements).

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			Biometric Matching System solution and is not required to provide hardware components, other than proprietary hardware components required under their proposed solution.	
68.	Appendix A1	12, 13	Is it required to ensure integrity protection for logs on the system? Same question with confidentiality and time stamping?	It is preferred, but not mandatory.
69.	Appendix A1	12, 13	<p>Could you confirm that the purchaser does not require:</p> <ul style="list-style-type: none"> - signature and/or time stamping on requests sent to or sent by the matching system. - non repudiation of critical actions done by administrator on the system. - signature of the system configurations. 	Yes.
70.	Appendix A1	14.2	Please clarify the statement that facial image quality will be checked according to a “relaxed’ subset of the ISO 19794-5 standard (as detailed herein).” Does this refer to the relaxed standard detailed in the Supplement to Doc 9303 (Version 10) published by ICAO on May 20, 2011? If not, please provide a reference for, or provide details on, the “relaxed”	No. Please see the table provided in section 14.3 of Appendix A1.

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			subset of ISO 19794-5 used for facial image quality control.	
71.	Appendix A1	14.3	Please confirm that an image must pass tests for all seven parameters listed in this section to be accepted.	Correct.
72.	Appendix B	4.3.1	Can you please be more precise regarding the requested document? Is it the Annex J or the email received containing the registration number confirming the registration for the tender?	The email received.
73.	Appendix B	Section 6.9	<p>Can you please precise the meaning of “auditor” in this requirement? We have an external auditor but this auditor is only allowed to certify our financial data.</p> <p>Would it be acceptable to provide an original “fulfillment and experience certificate” signed by the customer himself?</p>	<p>Section 6.9 of Appendix B relates to section 16.3 of the Tender.</p> <p>In section 16.3, insert at the end:</p> <p>“16.3.1. If Respondent's auditor may not issue such a certificate, Respondent must attach to its proposal:</p> <p>16.3.1.1. A signed letter from its auditor, attesting to the reason it may not issue the certificate.</p> <p>16.3.1.2. A letter from the customer attesting to the information required in section 16.3, signed</p>

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				by customer CFO or project manager."
74.	Appendix C	1.4	Could you please clarify the following sentence "reference made to a signature requirement on the Technical Specifications Form refers to the signature of the authorized signatory of Respondent?"?	Strike section 1.4 of Appendix C.
75.	Appendix C	12	Will MOI provide backup devices (e.g. Tape units etc.) to backup / restore the encrypted online backups that are exported to the SAN from the production database?	Yes. Nevertheless, please include this in the details of the configuration document (this component should not be a part of the price proposal, but if proprietary hardware is required, it will be supplied by Supplier without additional cost).
76.	Appendix C	18.2	Do MOI require a Hardware Security Module (HSM) to be provided to secure any encryption / signing keys used in the solution?	No. HSMs required by Purchaser will be acquired and provided by Purchaser. If COTS HSM is required as part of Respondent's proposed system, Respondent must detail the component price in the price proposal. If proprietary HSM is required, it will be supplied without additional cost).
77.	Appendix D	Standard	Not all servers will require 144gb of RAM and	No.

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		Server	virtualisation is not encouraged. Can MOI consider a variant of the Standard Server with less memory for lower cost as this will allow a more competitive price?	
78.	Appendix D		Can the Purchaser define the number and type of processors on the HP BL460C G7 blade server, as well as the number of cores per processor?	P.N. 637406-L21 & 637406-B21 : HP BL460c G7 Intel® Xeon® X5675 (3.06GHz/6-core/12MB/95W) FIO Processor Kit 2 X Processors 6 - Cores each.
79.	Appendix H	5.5	What does this clause really mean? Unlimited in time/purpose or licenses to modify, reproduce and deliver to a third party for 2 sites only.	This section means that all licenses must be for unlimited time and without limiting purpose (exclusive of commercial purpose). The licenses must also include all the rights listed in the section (the right to modify, reproduce etc.). These licenses should allow Purchaser to operate two sites.
80.	Appendix H	5.5	We would like to request a clarification in the license terms that the software is provided for purpose of the MOI Biometric Matching System only.	No. All licenses must be unlimited in time and in purpose (except for commercial purpose).
81.	Appendix H	5.5.1	We would like to request a clarification that while Production may be done in two (2) sites it will only be ACTIVE in one (1) site at a time. We assume there will be no simultaneous processing in Site 1 and Site	Yes. Production will only occur at one site at any given time. This is why the DR site is referred to as "COLD DR site".

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			2. Production may 'move' from Main Site to Cold DR site and back to Main Site but only be active in one location at a time. Is our assumption correct?	<p>Please note that the test site is independent and may be operated in parallel to the production site.</p> <p>Also note that Purchaser cannot accept a "de-activation" mechanism to transfer the license between the sites because the DR site must be immediately operable at any given time and without any licensing or activation process.</p>
82.	Appendix H of the tender - Contract	6.4	We propose to add the following paragraph: "In the event that the Client does not approve the transition from the Setup Phase to the Production Phase in a period of 10 calendar days since it was submitted for approval, it is understood that the transition is approved".	NO. Transition is approved only after formal approval is given by the Purchaser, as stated. See also clarification No. 86 below.
83.	Appendix H	11.2.3	Does the Ministry of the Interior Population, Immigration and Border Authority have the right to reject the System even though it complies with the functions/specification established in the tender?	<p>If the System fully complies with all requirements, terms and conditions stipulated in the Tender and the agreed specifications, the Purchaser may not reject the System.</p> <p>Please note the wording of 11.2.3.1., which states: "To demand Supplier to align the System with Agreed Specifications". Also</p>

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				note clarification No.86.
84.	Appendix H	12.5	Will it be possible to use off-shore resources or does all of the work need to be on-site?	Off-shore resources may be used, as long as Supplier and the System are in full compliance with the Tender requirements, including any and all security measures and considerations and provided that meetings are taking place in Israel. Please note that Tender specifically also discusses the integration system, which is the sole responsibility of the Supplier.
85.	Appendix H	15.4	We would like to request a clarification to confirm that Supplier has no obligation to perform at price dictated / demanded by MOI for modifications and development services.	Price would be subject to negotiations, which will be done in good faith between the parties. In section 2 of the Contract, insert at the end: "2.16. "the Consultant" – an expert with at least five (5) years experience in biometric matching systems. The Consultant identity will be mutually agreed between the parties, and if such agreement cannot be achieved, the decision of head of Israeli Information Technology Association will determine."

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				<p>In section 15.4 of the Contract, insert at the end:</p> <p>"15.4.1. If parties are unable to reach an agreement regarding price or schedule, Purchaser may address the Consultant, to decide as to price or schedule. Consultant's decisions will bind the parties, will be final and may not be appealed. Nevertheless, Purchaser may decide, after receiving Consultant's decision, not to conduct the M&D.</p> <p>15.4.2. Consultant's fee will be paid by both parties in equal parts."</p>
86.	Appendix H	16.1	We would like to request a clarification that MOI approval will not be unreasonably withheld as transition between stages in clauses 6 to 12 is dependent on MOI subjective approval.	<p>Yes.</p> <p>In section 16.1 of the Contract, insert at the end:</p> <p>"16.1.2. Purchaser approval for transition between Contract milestones will not be unreasonably withheld."</p>
87.	Appendix H	16.1.1	Is there any compensation to the supplier in case of a delay in a task assigned to the Authority?	No. Nevertheless, such delays will not accumulate to schedules of Supplier.
88.	Appendix H	16.1.1	Would it be possible to add the following text: "Notwithstanding the above, if the performance of all	No.

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			<p>or any part of the work of this contract is delayed or interrupted (1) by an act of the Client, or (2) by a failure of the Client to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption."</p>	
89.	Appendix H	16.3-16.5	<p>Paragraphs 16.3 through 16.5 of the Contract define penalties if the system fails to meet the performance standard for false duplicate alerts (not to exceed 1% of daily queries). Since the MOI will have the ability to change system thresholds (paragraphs 7.2, 7.2.1), please confirm that penalties outlined in these paragraphs only apply when threshold settings are within ranges recommended by the Supplier.</p>	Please see clarification No. 6.
90.	Appendix H	17.4	<p>Will it be possible to use off-shore resources or does all of the work need to be on-site?</p>	<p>Off-shore resources may be used, subject to advance written approval by Purchaser.</p> <p>Please note: in case of offshore work during</p>

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				<p>Production Phase, a detailed report will be submitted by Supplier to Purchaser for each day's work, and payment will be made subject to approval of the report. Also, in such cases of off-shore work, no travel and board payments will be made.</p> <p>In section 17.4, after "section 17.2" insert: "or any of Supplier's obligations under this Contract (including section 12 above)".</p>
91.	Appendix H	19	We propose that clause 19 be bilateral.	<p>No. According to the Biometric law and the regulations following it, Purchaser is subject to full transparency regarding the implementation of the Biometric Database. This entails disclosure to parliamentary committees and other public entities. Therefore our ability to commit to such non-disclosure is limited.</p> <p>In section 20.1 of the Contract, strike from "or a non-disclosure" to the end.</p>
92.	Appendix H	20	We propose to add the following paragraph: "The Supplier retains all Intellectual Property Rights, whether owned or licensed, in any Supplier Material,	<p>In section 20 of the contract, insert at the end: "20.6. Sections 20.1 – 20.4 will not apply to</p>

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			provided that where any Supplier Material is delivered as part of the Services, the Supplier hereby grants to the Client a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license to use or modify the Supplier Material”.	information previously owned by Supplier or to information that the Supplier is licensed, by third party, to use. Supplier hereby grants to Purchaser a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license to use or modify such information for all purposes."
93.	Appendix H	21.8	We would like to request a clarification that Intellectual Property Rights in enhancements to pre-existing IP remains with the originator.	In section 21.8, after "System" insert "(including M&D)".
94.	Appendix H	24	There is no limit on liability or exclusion of consequential and indirect losses, or limitation on indemnity . We would like to request that a cap be set on liability and specified.	Liability will not be specified, but a cap will be set, as follows: In section 24, insert at the end: "24.4. The total aggregate Supplier's liability for any loss arising under this section shall in no event exceed the value of fifty percent (50%) of three million records or the value of fifty percent (50%) of the actual number of records supplied to Purchaser, whichever is higher."
95.	Appendix H	28	We request further detail on the terms of the Performance Bond.	The wording of the performance bond is included in Tender documents.

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96.	Appendix H	29	<p>“29.2. Authority will buy at least three million (3,000,000) records during the Original Contractual Period.” Could you please confirm that, in case of the total number of new records is lower than 3,000,000, the last payment for the original contractual period will be based on the number of records for the last 6 months plus the theoretical number of records necessary to reach the 3,000,000 threshold?</p>	<p>Yes. Note that this obligation shall not be valid if the project will not continue after Pilot Phase.</p>
97.	Appendix H	30.1	<p>Can you define a concrete delay period of time to be considered a fundamental breach of the client?</p>	<p>No.</p>
98.	Appendix H	30.5	<p>a. Could you please confirm that prices are fixed for 5 years?</p> <p>b. Contract could be extended by 30 or 60 months at a price to be jointly agreed and based on current economical conditions.</p>	<p>a. Prices are fixed for first 3,000,000 records. Price for following records will be fixed to original price with 15% discount.</p> <p>b. Contract could be extended, but prices shall remain as is (after discount) or lower.</p> <p>In section 30.1, after "for each record", insert: "of first three million (3,000,000) records. Price for each additional record will be reduced by fifteen percent (15%)."</p>

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99.	Appendix H	34.4	We request a clarification that Remedy Period will apply automatically to all breaches.	No. Since the system is of sensitive nature, some of the remedies should be applied within a shorter period of time.
100.	Appendix H	35.1.2	We request a clarification on intention and meaning of this clause, specifically the phrase <i>orderly way</i> in the statement: "Supplier is in a situation where it cannot continue to operate in an orderly way"	This section refers to Supplier that is in a continuous state in which it is incapable of performing its obligations under the agreement.
101.	Appendix H	35.1	None of the instances has a compensation for the provider?	Correct.
102.	Appendix H	Schedule 3	Regarding the "Escrow Agreement" included in Schedule (3), it is said that "Confirmation of the occurrence of any event detailed in Section 5 should be signed by [...] certification of the Director General of the Authority and shall obligate the Trustee to deliver the documentation as aforesaid". Which will be the warranties for the provider that the verification of the event that makes the "Escrow Agreement" enters into force is objective and correctly done?	In section 13 of the Contract, insert at the end: "13.5. Purchaser will demand the Trustee to deliver documentation included in Schedule 3 only after sending Supplier ten (10) days prior notice in order to allow Supplier to make a written claim before Purchaser's representative." Also note that Authority is an administrative entity, and as such is obliged to act in good faith and fairness towards other party.

