

ISRAEL



MINISTRY OF TRANSPORT  
AND ROAD SAFETY  
Economics and Planning

**Public Tender 18/19**  
**For the Provision of Consultation and Financial, Engineering and operational**  
**Monitoring for Aviation Related Projects**

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a. Preamble and Procedure

1. Introduction

**1.1** The Israel Airports Authority (hereinafter, "the Authority" or "the IAA") was established in 1977 as a Public Corporation under the Airports Authority Law, and is responsible for aviation-related activity and for development and operation of the airports in Israel, as specified under the Law. Each Airport is to be managed, to the extent possible, as a separate and autonomous entity. The current updated list of airports, as appears in the Addendum to the Law, and as may be updated from time to time, includes the following, to date: Ben Gurion, Eilat, Atarot, Haifa, Sdeh Dov, Herzeliya and Mahanaim, and the Ramon Airport. The new Ramon Airport at Timna is currently being constructed, and with its operation, the Airports at Ovda and Eilat shall cease operation. Additional planned changes include a Government Decision to cease operation of the Sdeh Dov airport, and a court decision ordering the cessation of activity at the airport in Herzeliya.

**1.2** The Government of Israel is also considering the possibility of establishing sea-based aviation infrastructure, as well as many other aviation initiatives.

**1.3** The Department of Financial Planning in the Ministry of Transport and Road Safety, in collaboration with the Civil Aviation Authority and the Budgets Department in the Ministry of Finance (hereinafter "the Government of Israel"), are interested in receiving professional services which include consultation and financial, engineering and operational monitoring required for any aviation related plan or project, including but not limited to, formulation, planning and implementation of the Airport Authority Development Plan, and consultation services regarding the operation and maintenance of Civilian Airfields in Israel, run by the Airport Authority or the private sector.

**1.4** The consulting body, which the Government of Israel intends to choose in this tender, will, to the extent necessary and in accordance with the Supervisor's request, assist in providing consulting services, providing opinions, examining alternatives and their implications, accompanying the execution of projects in the various aviation fields from an economic, engineering and operational perspective including ongoing operations and maintenance, as well as the provision of additional consulting services in the field of aviation over the coming years.

**1.5** The purpose of this Tender is to select a single Bidder for the provision of said Services, and if deemed necessary, also for assistance in monitoring the execution of Aviation related projects.

The Bidder who shall receive notice from the Ministry as Winning Bidder in this Tender, and who shall have a signed Agreement with the Ministry (hereinafter "the Contractor" or "the Winner", will provide the Services required herein through a "**Team Leader**" on its behalf, relevant background and experience as required in the prerequisites as specified in Section 6.7 below (hereinafter "Team Leader". It is hereby clarified that in addition to the Team Leader, the Bidder will be required to provide the Services specified herein through a professional Team that will work together with the Team Leader and will provide professional consultation as needed and at the request of the ממונה, in the fields of operations and maintenance of airports, consultation on planning, constructing and expanding aviation infrastructure, and financial consultation pertaining to airports. In addition, as Israeli Representative on behalf of the Bidder will be required to provide, inter alia, administrative services, technical assistance, translation services, coordination etc, and will assist on the preparation of Reports, Summaries and presentations, all as specified in the Tender documents herein.

**1.6** It is hereby brought to the attention of the Bidders, that on October 7<sup>th</sup>, 2014, the Government of Israel adopted Resolution 2050 pertaining to the establishment of an airport in the Ramat David complex up north, to supplement the Ben Gurion airport, which shall be built and operated by the Private Sector. On January 8<sup>th</sup>, 2017, an additional Government Resolution 2262 was passed, by which the Ministers of Transportation and Finance were directed to move towards the establishment of Unified Directorate for the construction of the Supplementary Airport, which will operate under the Israel National Roads Company. The Directorate will be responsible for advancing this complex project, in coordination with the Inter-Ministerial Committee in charge of publishing the Tender for execution of the Project, and with the Steering Committee established under Resolution 2050. The Bidder will be required, to the extent necessary and at the sole discretion of the Supervisor, to assist in supervision and tracking of the progress of the project, and to provide the GoI with opinions pertaining to various issues as may arise in connection with the planning and construction of the Ben Gurion Supplementary Airport. To date, alternative locations have been reviewed, and a Directorate has been established within the Israel National Roads Company to advance the planning and construction of the airfield. In addition, a statutory planning process is underway. The Consultation shall also include, any required advice, review or second opinions regarding the planning and construction of the Supplementary Airport.

**1.7** Over the upcoming years, various projects are planned and are expected to be planned, and the Contractor is expected to provide, to the extent required and at the request of the Supervisor, and Consulting services regarding the Technology, infrastructure, maintenance, operations and any other required service for projects and plans as pertaining to matters of Aviation, as will be planned or promoted or operated by the Israel Airports Authority or any other relevant entity.

**1.8** It is hereby clarified that the construction and operation of the airports in Israel is under the responsibility of the Airports Authority. As specified in Section 17 below, the Bidder will be required to comply with the requirements pertaining to lack of Conflict of Interests as described herein, and will be required to declare any other projects currently being conducted by it for on behalf of the Airport Authority.

**2. Definitions**

**2.1 The Ministry:** The Ministry of Transport and road Safety

**2.2 Minister of Transport:** The minister of transport and road Safety;

**2.3 The Supervisor:** director of the Department of Economic Affairs in the Ministry of Transport and road Safety, or someone of her behalf;

**2.4 Tender Committee or The Committee:** The central tender committee in the ministry of transport

**2.5 Bidder:** A corporation that submitted a Proposal under this Request for proposals;

**2.6 Winning Bidder/Contractor:** a Bidder the received notice from te Committee regarding its winning in this Tender, and who has signed Contracting Agreement with the Ministry. Let it be emphasized that the Bidder's Win shall enter into effect only upon execution of the Contract by Authorized Signatories on behalf of the Ministry.

**3. Relevant Obligatory Tender Dates and Deadlines**

Publication of Tender	12.8.2019
Final date for submission of Clarification Requests	9.9.2019
Final date for submission of Proposals	24.10.2019 at 12:00pm

**4. Receipt of Tender Documents**

The full Tender Documents can be viewed, free of charge on the following website: [www.MR.GOV.IL](http://www.MR.GOV.IL) (Governmental Central Purchasing Website).

**5. Questions and Clarifications**

5.1 Any Bidder who may have questions, clarifications or reservations regarding the Tender Documents as any of its appendixes, may refer to Ms. Hila Yavlovich, at [yavlovichh@mot.gov.il](mailto:yavlovichh@mot.gov.il) , by 9.9.2019 at 12:00. The request shall include the Bidders Name, Contact person, address, phone number, facsimile, and email address. Any phone requests, or questions received after the last date for submission will not be answered. The Bidder is responsible for confirming receipt of his requests

for clarifications, at 02-6663099. Questions will be submitted in an editable WORD format and will include the relevant question number.

- 5.2 Any reply or clarification shall be delivered in writing by email or fax, to the requestor and to all other Bidders who submitted their contact information to Ms. Yavlovich, according to said information, without revealing the identity of the Requestor. Any Bidder who will not have submitted Contact Information by the abovementioned date, will be deemed as having forfeited his right to receive the Ministry's response to all other requests for clarification.
- 5.3 No claim shall be accepted regarding any error or misunderstanding of any detail in the Tender Documents, following the final date for submission of Proposals.

## **B. Tender Pre-Requisites for Participation**

6. The requirements listed below are the Prerequisite conditions applicable to all Bidders, and must be fulfilled by each, at the time of submission of Proposals. Let it be clarified that the requirements pertaining to the Bidder must apply to the legal entity of the Bidder itself. However, the Tender Committee will be entitled, at its sole discretion, to accept any experience demonstrated by the Controlling Shareholder of the Bidder prior to its current Incorporation, as experience allocated to the Bidder itself.

**For the purposes of this chapter – "consultation" shall include any work for an airport and/or a regulator responsible for the airport, whether as an independent consultant or as an employee of the airport or the relevant regulator.**

### **Administrative Requirements of the Bidder:**

- 6.1 The Bidder is a duly Registered Corporation in the State of its Incorporation.
- 6.2 The Bidder maintains all required authorizations in the State in which it is duly registered.
- 6.3 In the event that the Bidder is an Israeli Entity, it maintains all required authorizations under the Public Bodies Transaction Law (Enforcement of Bookkeeping, Payment of Tax debts, Minimum Wages and Foreign Worker Employment) of 1976, including affidavits regarding Non-Employment of foreign workers and payment of minimum wages as required, in accordance with the form attached as **Appendix C** herein.
- 6.4 Void.

### **Professional Requirements of the Bidder**

The Bidder needs to comply in and of itself with the following requirements. Accumulated compliance on behalf of Consultants and the Bidder will not be considered Compliance with any of the following Requirements.

- 6.5 The Bidder demonstrates experience of at least ten (10) years, during the fifteen (15) years prior to submission of the Proposal, in providing consulting or monitoring services, which include at least two of the following areas: planning or construction or operation of an airport or aviation related project management.

**6.6** The Bidder demonstrates experience consisting of at least three (3) projects of consulting or monitoring, during the fifteen (15) years prior to submission of the Proposal, in two (2) or more of the following areas: planning, construction, operation or management of an airport, emphasizing the following specific experience requirements:

6.6.1 At least one (1) consulting or monitoring project for an airport operator or for a regulator responsible for airports, in relation to international airports outside of Israel, in which passenger traffic for 2018 was exceeded 10 million passengers;

6.6.2 At least one (1) consulting or monitoring project for an airport operator or for a regulator responsible for airports, in relation to international airports outside of Israel, in which passenger traffic for 2018 was under 10 million passengers.

Clarification for Sections 6.5 and 6.6 – It is also acceptable to submit projects in which the services, or the project itself, have not yet been completed but is expected to end in the coming year.

**6.7** The Bidder will appoint a **Team Leader** for the Services required herein, who will lead the team of consultants as described herein, in addition to his professional role as one of the Team Members listed in Sections 6.8.1 to 6.8.3 below. In addition to the requirements for a team member as specified herein, the Team Leader will also fulfill with the following:

- At least ten (10) years of experience, during the fifteen (15) years preceding submittal of the Proposal, as a Manager/Team Leader of a Team of at least five (5) employees/consultants, in one of the following fields:

Consultation or monitoring or project planning for an airport operator or for a regulator responsible for airports. In this context – "airport" refers to an International Airport, outside of Israel.

**6.8** For provision of services under this Tender, the Bidder shall appoint **additional Team members** as follows:

**6.8.1 Team Member for Consultation in the field of Airport Operations**

who will demonstrate at least the following requirements:

**6.8.1.1** At least ten (10) years of experience during the fifteen (15) years preceding submission of the Proposal, in consulting in at least one of the following fields:

- Operation of International airports outside of Israel
- Complex systems for operation of International Airports outside of Israel
- Maintenance in projects related to International Airports outside of Israel

**6.8.1.2** At least one of the projects in which the Team Member provided Operations Consulting during the past fifteen (15) years was to an International Airport outside of Israel, in which passenger traffic during the year 2018 exceeded 10 million passengers.

**6.8.1.3** At least one of the projects in which the Team Member provided Operations Consulting during the past fifteen (15) years was to an Airport

in which passenger traffic during the year 2018 was under 10 million passengers.

### **6.8.2 Team Member for Consultation in the field of Airport Infrastructure**

Who will demonstrate at least the following requirements:

- 6.8.2.1** 6.8.2.1 At least ten (10) years of experience during the fifteen (15) years preceding submission of the Proposal, in consulting in at least one of the following fields:
- Consulting in Airport Infrastructure Planning for International Airports outside of Israel
  - Construction or extension of Infrastructure for International Airports outside of Israel
- 6.8.2.2** At least one of the projects in which the Team Member provided Infrastructure Consulting during the past fifteen (15) years was for an International Airport outside of Israel, in which passenger traffic during the year 2018 exceeded 10 million passengers.
- 6.8.2.3** At least one of the projects in which the Team Member provided Infrastructure Consulting during the past fifteen (15) years was for an Airport in which passenger traffic during the year 2018 was under 10 million passengers.

### **6.8.3 Team Member for Airport related Financial Consultation,**

who will demonstrate at least the following requirements:

- 6.8.3.1** At least ten (10) years of experience during the fifteen (15) years preceding submission of the Proposal, in financial consulting in one or more of the following:
- Budget Control over planning and/or construction and/or infrastructure expansion and/or operations of International Airports outside of Israel;
  - Cost analysis for planning and/or construction and/or infrastructure expansion and/or operations of International Airports outside of Israel;
  - Formulation and/or Analysis of financial forecasts or passenger forecasts for the planning and/or construction and/or infrastructure expansion and/or operations of International Airports outside of Israel;
  - Formulation of Commercial Tenders for an International Airport and/or formulation and analysis of fee payments by users.
- 6.8.3.2** At least one of the projects in which the Team Member provided Financial Consulting during the past fifteen (15) years was for an International Airport outside of Israel, in which passenger traffic during the year 2018 exceeded 10 million passengers.

**6.8.3.3** At least one of the projects in which the Team Member provided Financial Consulting during the past fifteen (15) years was for an Airport in which passenger traffic during the year 2018 was under 10 million passengers.

**6.8.4 Team Member who will act as the Israeli Representative,**  
who will demonstrate at least the following requirements:

**6.8.4.1** An individual or corporation or any other legal entity

**6.8.4.2** Proven experience in accompanying transportation/aviation projects, during the fifteen (15) years preceding submission of the proposal, in one or more of the following options:

- At least 2 large transportation projects (of a cost of at least 50 million NIS each)
- At least 2 aviation projects (of a cost of at least 10 million NIS each)

**6.8.4.3** At least five (5) years of experience, in the fifteen (15) years preceding submission of the Proposal, in the field of accompanying and coordinating transportation projects in Israel in connection with an International company or consultants

**6.8.4.4** Experienced in working in English

**6.8.4.5** The Israeli Representative may not fill the role of Team Leader

**6.9** The Bidder and all Team Members do not have any record of criminal offense in the Criminal Registry as conducted under Section 1(a) of the Criminal register and Rehabilitation Law-1981, excluding Traffic offenses. In reference to foreign Bidder and consultants, the requirement shall apply in their land of origin.

7. The Ministry shall disqualify any Proposal that does not comply with the Prerequisite requirements herein. However, the Ministry maintains the right, at its sole discretion, not to disqualify a Proposal in the event of a technical error or of omission of any of the required forms and documents, as it may deem appropriate.
8. The Ministry maintains the right to approach all or any of the Bidders, in order to obtain additional details regarding their Proposals, including, but not limited to, requesting additional authorizations and/or documents and/or references, and any additional information as may be required in order to review the Proposals. In addition, let it be clarified that any request for additional clarifications and/or authorizations and/or documents and/or references, to the extent needed, will only be used on order to review the Bidder's compliance with the **Pre-requisite conditions** for participation in the Tender, and **any additional material submitted for this purpose shall not, in any way, be considered or reviewed for purposes of scoring the quality of the Proposals, beyond information used to verify any data included in the original Proposal.**

### **C. Contract**

#### **9. The Supervisor**

The Contractor will operate and report directly to the Supervisor of the Tender, the Director of the Economics Division in the Ministry of Transport and Road Safety, or anyone on her behalf, and shall abide by any instructions directed by her.

## **10. The Scope of the Services**

**The overall scope of the services required of the Contractor (including administration and team members, excluding additional experts as specified in section 11.4), is estimated by the Ministry at approximately 1,500 annual consulting hours. Let it be emphasized and clarified that this is a rough estimate which may change during the Contracting Period according to various factors which cannot be predicted at the time of Publication of the Tender, and the Contractor shall not have any claim or complaint to this effect towards the Ministry.**

**The GoI will commit to a minimum of 1,000 annual consulting hours. This requirement represents only a minimal commitment to be paid by the government annually, but will in no way bind the Government to limit its maximum required annual consulting hours.**

**Payment for Consulting Services will be conducted on a monthly basis, and in the event that actual annual hours of service do not reach the minimum 1,000 hours, the GoI shall settle its account with the Contractor towards the end of the year. In the event that actual Consulting hours shall amount to less than 200 hours annually, Payment shall be only according to actual hours of service provided, and will not be supplemented to reach the minimal 1,000 hours.**

Consulting and Monitoring services shall be provided, to the extent needed and as requested by the Supervisor, by the Team Leader and Team members as specified in the proposal and by additional Consultants if necessary, as designated by the Contractor. The GoI shall in no way be bound or committed to any actual scope of services, and the Contractor commits to fulfill any and all assignments, within the time schedule as determined by the Supervisor, even to the extent that this scope shall be different from the original estimated scope of activity as provided herein.

The Contractor shall provide professional assistance to the relevant work of the Government, and will assist, to the extent possible and at the request of the Supervisor, in reviewing the proposed Development Plan of the IAA from a financial, engineering and operational perspective, and will also review alternative proposals, implications of the proposed budget and examinations of alternative solutions regarding timetable for execution, construction operation and maintenance costs and required scope of personnel. In addition, the Contractor shall provide consulting services for the planning and execution of any activity, to the extent required and at the request of the Supervisor, for all Civilian Airports in Israel, including Landing Fields operated by the IAA or any other entity as well as providing consulting and monitoring services and provision of professional opinion reports for any aviation related issue as may be required by the Supervisor.

**10.1** The Services required under this Tender shall include the following components

**10.1.1 Consultation for formulation of a Development Plan**

The current IAA Development Plan includes, inter alia, several projects which are required as part of the IAA's preparation for a significant increase in passenger traffic and an increase in the capacity of the Ben Gurion airport to at least 30 million passengers.

This shall include, among others, a designated budget for the adaptation of Terminal 1 in Ben Gurion to the increase in passenger capacity (at least 3 million passengers), construction of an east wing ground structure in Terminal 3, replacement of the existing inspection systems with a new generation system, extending the capacity of the inspection and classification systems, replacement of the radar systems and planning and construction of parking lots at Ben Gurion.

Parallel to these changes, the IAA is in the final stages of preparations for the closing of the Sde Dov and Herzeliya Airports, and transferring all internal passenger transport traffic to Terminal 1 at Ben Gurion, and any light aviation activity to the Haifa Airport. Accordingly, the Budget proposal includes a designated budget for the planning and implementation of transferring internal activity to the Haifa Airport.

In addition, the Development Plan includes completion of the new Airport in Timna and commencing operation for internal and international flights.

Let it be clarified that some of the projects are expected to reach completion during the upcoming months. However the coming Annual Development Plan shall include similar projects.

To the extent necessary and as required by the Supervisor, the Contractor shall be required to assist with the following tasks:

**10.1.1.1** To conduct financial, engineering and operational annual ongoing review of the Proposed Development budget as submitted by the IAA or any other relevant entity.

The review will include a written opinion about the Proposed Development Plan as submitted, formulation of alternatives and analysis of their implications as far as construction costs, ongoing operation costs and maintenance costs and timetables, as well as the degree of necessity of the recommended projects, their efficacy, and additional recommended projects that were not included in the Development Plan as submitted.

In this aspect, the Consultant will be required to:

- Conduct work meeting with relevant persons from the Financial Planning Department in the Ministry of Transport, from the Ministry of Finance, IAA or Civil Aviation Authority;
- Review leading examples from parallel airports internationally;
- Submit written reports including conclusions and recommendations.

**10.1.1.2** To assist the Supervisor and to track the compatibility of the development Plan with the approved budget, its accuracy and efficiency. The Contractor shall assist in identifying additional or alternative development plans or parts thereof, which were not included in the original plan and which may prove more advantageous to the IAA or to the economy, and will prepare a review of the possible implications for the amount of required personnel, timetables, costs, engineering components, financial forecasts, environmental factors, traffic forecast etc., all to the extent necessary and as required by the Supervisor.

**10.1.2 Execution Phase of the Development plan** – After approval of the Development Plan, the Contractor may be requested by the Supervisor to regularly review the implementation stages of the Plan, and the timetables, expenses, inputs, resources and all other aspects of the different stages of implementation, in relation to the pre-approved plan including original timeframe and milestones. The Contractor will verify that the Plan is fully implemented, in compliance with all guidelines, regulations and requirements as specified and agreed upon in the approved Plan, and the Contractor will report any deviation or discrepancy from the required specifications. The Contractor will be responsible for identifying any deviation from budget or goal, and will report any deviation or potential discrepancy and will be responsible for preparing a specific report on the matter.

As requested by the Supervisor, the Contractor shall assist the Ministry in reviewing the Authority's plan to update project timetables and will suggest alternatives for minimizing any deviation and for conducting changes and adjustments.

**10.1.3 Operations and Maintenance** – the Contractor may be required to provide consulting and/or monitoring services during the operations and maintenance phase, regarding mode of operation, possible alternatives, cost analysis, process optimization and common schedules.

**10.1.4 Implementation Plan for the Ramon Airport in Timna** – The Contractor may be involved mostly in all the relevant aspects of the commercial operation of the Ramon Airport in Timna, as pertains to the continued future development of the Airport and its ongoing operation, including but not limited to the following activities, to the extent necessary and at the request of the Supervisor:

**10.1.4.1 Preliminary Stage** – Assistance in monitoring the completion of all preliminary phases, review of timetables, expenses, inputs, resources and other aspects of the preliminary phase in relation to the original approved Plan, including original timetable implementation and milestones. The Contractor will assist in reviewing whether the Plan is fully implemented according to all guidelines, instructions and requirements as specified in

the authorized work plans, and will report any deviation or discrepancy from the requirements specified therein.

**10.1.4.2** Operation Stage – Assistance during the Operation phase and monitoring any learning processes and the need to make changes and adjustments. The Contractor will be required to provide opinions regarding the IAA requests for changes and adjustments, will review alternatives and their costs and implications, and will monitor the implementation of any approved changes and adjustments vis a vis the change authorization, its budget and timetable. The Contractor will assist in identifying any deviation from the planned budget or goals, and will report, in accordance with the Supervisor, and potential deviation or discrepancy, and will be responsible for providing a detailed report to such effect. In addition, the Contractor will assist in coordinating and obtaining the required approvals and authorizations needed for and change or addition to the operation and maintenance plan. The Contractor will be required to provide consulting and/or monitoring services during the operations and maintenance phase, regarding the operations mode, possible alternatives, cost analysis and common time schedules.

**10.1.5 Consulting and Monitoring regarding a Supplementary/Additional Airport to Ben Gurion**

To the extent possible and at the request of the Supervisor, the Contractor will assist in monitoring , review and overview of the planning stages and of the plans for an additional international airport, and any other related service as requested. Most emphasis shall be on the planning stage which shall be conducted during the contractual period of the agreement with the Contractor. This stage will include a review of all the details, specifications, operations plan and any other relevant aspects. Let it be emphasized that the airport will serve both civilian and military activity, and the Contractor will be required, to the extent necessary, to provide an opinion as to the preferable mode of operation and to review any suggested alternatives. According to Government decision, the airport will be constructed by the private sector. Therefore, and at the request of the supervisor, the Contractor may be required to assist in reviewing the mode of operation, calculations and monitoring, in coordination with the external consultants that shall assist the relevant government ministries and the Airport Establishment Administration in the Israel National Road Company.

**10.1.6 Consulting and Monitoring for feasibility study for establishing a landfill Island at sea for aviation purposes**

To the extent required, the Contractor will be required to assist in monitoring and provide a second opinion on the feasibility study for the establishment of a landfill Island at sea for aviation purposes which will be carried out concurrently for the Ministry of Transport.

**10.1.7 Consulting and Monitoring for private airports and landing fields for local civilian air traffic**

To the extent necessary and at the requirement of the Supervisor, the Contractor shall provide consulting, monitoring and review of the planning, transfer, construction and operation of local civilian airports and landing fields, at the request of the Supervisor.

**10.1.8 General Consulting**

In addition to all of the above, the Government of Israel may encounter various aviation related issues during the Tender period, which may require consultation, monitoring and/or audit by the Contractor. The GoI shall define these needs for this purpose, as they may occur, and the Contractor shall be required to assist in reviewing any such project, as specified herein. These projects may be in aviation-related fields including aviation, economics or infrastructure policy.

In addition to short-term projects, the Contractor may be required by the Supervisor to advise and assist in overseeing any new aviation initiative, including analysis of various aspects of each airport or landing site, including those established and / or operated by the private sector, including financial, operational , Engineering, preparation of demand forecasts, and other aspects.

- 10.2** To the extent necessary and as required by the Supervisor, the Contractor shall provide the goI all the consulting, monitoring, auditing and assistive services as required in order for the GoI to conduct its role efficiently, affectively and professionally, regarding all and any aviation related projects subject to its authority, as will be defined from time to time, and in accordance with the requirements of the Supervisor.
- 10.3** The Contractor shall be responsible for the preparation of work papers, presentations and meeting minutes for the Directorate meetings and/or any other forum and/or entity, in accordance with the guidelines of the Supervisor.
- 10.4** The Contractor will present its opinion regarding various reports that will be submitted to him for review by the Supervisor.
- 10.5** The Contractor shall participate in any discussion /meeting /tour, as instructed by the Supervisor.
- 10.6** The Contractor shall prepare and issue reports and submit them to the Supervisor on an ongoing basis, as necessary and in accordance with the instructions of the Supervisor, at his own expense, included in the Price Proposal.
- 10.7** The Contractor shall prepare, upon request, professional opinions, by himself and/or based on experts on his behalf, as required by the Supervisor.

- 10.8** The Contractor will be responsible for preparing a framework for discussion, submission of status reports, submission of monitoring and follow-up reports, submission of budget reports, follow-up of schedule compliance and preparation of ongoing periodic reports as required in relation to the progress of implementation of the development plan of the Airports Authority, at the request of the Supervisor. The Contractor shall submit the reports to the Supervisor upon his request, on a quarterly basis. The reports shall reflect a detailed description of the status of each of the projects
- 10.9** The Contractor shall abide by the Supervisor's instructions in relation to all aviation-related projects, as will be defined from time to time by the Supervisor, and will carry out all actions required to assure efficient and professional execution of all relevant projects in the field of aviation.
- 10.10** **Let it be clarified that most of the material that will be presented to the Contractor for review will be in Hebrew. The Contractor will be required to translate it, at his own expense. Opinions and reports submitted by the Contractor to the Supervisor as specified herein shall be in English and in Hebrew, and the Contractor will be responsible for providing a high quality, professional translation of the materials, at his own expense.**

### **The Professional Team**

**11.1** The Services that are the subject of this Tender will be provided by the Contractor through the team leader and a team of employees on behalf of the Contractor who will assist in the work of the Team Leader regarding the submission of the required services in the tender, including the preparation of reports, summaries, presentations and reviews, **as necessary for the execution of the work and as required by the Supervisor, to the extent requested.** The Professional team shall consist of at least the following positions:

**11.1.1 Team Leader** - In addition to his position as a member of the team, the Team Leader serves as a professional advisor and consultant to the Supervisor, participates in discussions, tours and meetings with the Airports Authority and additional entities, as may be required, and will constitute a professional authority; He will demonstrate qualifications and education requirements at least at the level specified in the provisions of section 6 above

**11.1.2 Team Member responsible for Consultation in the field of Airport Operations** – Assistance in examining the budget proposal, monitoring its implementation and examining operational aspects of specific projects, at the Supervisor's request, including implications in so far as operational costs, required manpower, systems operation and life span, and

specification of acceptable alternatives at comparable airports around the world, including compliance with international and local standards; Team Member shall demonstrate qualifications no less than as specified in the provisions of section 6.8.1 above;

11.1.3 **Team Member responsible for Consultation in the field of Airport Infrastructure** -

Assistance in examining the budget proposal, monitoring its implementation and examining infrastructural aspects of specific projects, at the Supervisor's request, including implications in so far as required time schedules, required regulatory procedures, potential barriers, activity capacity and the need to examine expansion of the infrastructure, assessment of the costs for construction and expansion of the infrastructure and specification of acceptable alternatives at comparable airports around the world, including compliance with international and local standards; Team Member shall demonstrate qualifications no less than as specified in the provisions of section 6.8.2 above;

11.1.4 **Team Member responsible for Financial Consultation in the relation to Airports** -

Assistance in examining the budget proposal, monitoring its implementation and examining financial aspects of specific projects, at the Supervisor's request, including preparation of cost assessments and budget requirements as presented by the IAA or other entities, preparing cost estimates for construction and expansion of infrastructure, maintenance and operation of airports, and specification of acceptable alternatives at comparable airports around the world; Team Member shall demonstrate qualifications no less than as specified in the provisions of section 6.8.3 above;

11.1.5 **Team Member serving as Israeli Representative** –

Team Member will monitor and execute decisions, produce summons for discussions, produce discussion sheets, write summaries of discussions, manage correspondence with all the relevant parties for the purpose of performing the consultancy work, will gather relevant materials and transferring them to and from the professional team members, will deal with the translation of professional materials and arrangement of visitation of the professional advisors in Israel, including lodging and flights. Team Member shall demonstrate qualifications no less than as specified in the provisions of section 6.8.4 above;

- 11.2** It is hereby clarified that the Team Leader and the proposed team members do not have to be the Bidder's employees at the time of submission of the Proposal (existence of employer-employee relations). However, to the extent that they are not Bidder's employees at that time, the bidder is required to attach to his Proposal a letter of undertaking on behalf of the team members included in the proposal, signed by the authorized signatories of the bidder and each of the proposed team members, whereby, in the event that he is awarded the Tender, the Winning Bidder and the proposed team members will provide the services that are the subject of the tender, on behalf of the Bidder, and will be fully available for provision of said Services, for the duration of the contract with the Ministry.
- 11.3** It is clarified that the Ministry will be entitled to demand the termination of employment of any employee/consultant on behalf of the Winning Bidder, including the Team Leader, to the extent that it becomes apparent to the Ministry that the continued employment of such employee as part of the team providing services under this Tender may be detrimental to the quality of Service provided to the Ministry, at the sole discretion of the Supervisor. In such a case, the Contractor undertakes to provide, within 21 days from the date of receipt of the Supervisor's demand for the replacement of the team member, a replacement team member who complies with the prerequisite qualifications for the tender, and whose quality scoring shall be no less than that of the replaced employee, all at the discretion of the Tender Committee and in accordance with the relevant circumstances.
- 11.4** **Additional Consultants** - in addition to all of the above, during the Contractual period and for the purpose of providing the Services under this Tender, the Ministry may require the assistance of additional international experts beyond the Team Leader and the Team Members specified in Sections 6.7 and 6.8 above. These may be, for example, in fields of expertise such as: environmental protection, planning in specific fields, evaluation, computerization, complex systems, security mass transport systems, etc.

In such cases, the Contractor undertakes to recruit additional consultants as stated, which shall be made available to the Ministry within 21 days of receiving such demand from the Ministry, as determined by the Supervisor of Execution of the Contract. For this purpose, the Bidder must include in its Proposal a commitment to employ designated International Experts who will meet the requirements of expertise and experience as determined by the Ministry, in accordance with the requirements of the Government of Israel and the type of services required.

It should be clarified that the bidder is not required to include the names and details of the designated experts in his bid, but he must submit a letter of undertaking in order to provide the experts mentioned in the services according to the tender documents only, and an undertaking that experts will make visits to Israel as required here. Upon request, the Bidder must present before the start of each project a list of at least 2 proposed consultants who meet the specific professional requirements of each specific project. The list will include the detailed resume of each proposed consultant. The Government of Israel may choose its preferred consultant from the said list, and if the list is not deemed satisfactory, for reasonable reasons, the bidder shall provide additional consultants as may be required.

Notwithstanding all of the above, employment of these experts or their replacement will be contingent upon advance and written authorization from the Government of Israel. The Government will also maintain the right to demand replacement of any expert within 15 days, for any reason.

In the event of employment of additional consultants under this section, the Ministry shall pay the Contractor, in addition to the remuneration for the services as detailed in section 13 below, hourly wages for the Consultants, according to their actual hours of work, which shall be calculated as follows:

11.4.1 The hourly wage of an international expert who is not a resident of Israel shall be calculated as the average proposed hourly wage of the members of the team who are not residents of Israel (the positions as specified in sections 6.8.1, 6.8.2, 6.8.3 of this tender) , as submitted with the Bidder's proposal, while making regular updates if necessary.

11.4.2 The hourly wage of an Israeli expert will be paid according to the most recent Consultants and External Service Providers Rate as published by the Accountant General at the Ministry of Finance, updated to the date of payment, in accordance with the relevant consulting expertise

11.4.3 Let it be clarified that the additional international experts may be reasonably required to conduct visits to Israel. The terms and conditions of such visits will be identical to those of the international experts as specified herein.

It is hereby noted and emphasized that enlistment of additional consultants by the Contractor, as specified in this section by the Supplier shall be subject to the prior written approval of the Supervisor regarding the identity of the consultant, the nature of the consultancy tasks and the amount of consultation hours allocated to the task. **Without such written authorization, in advance in in writing, no remuneration whatsoever shall be paid to the Contractor.**

## 12. Void

## 13. Remuneration for Provision of Services

- 13.1** For the provision of the Services as specified in paragraph 10 above, the Contractor shall be entitled to payment of compensation for any hour actually performed, covering all expenses, including: salary expenses, social benefits, office expenses, travel expenses, **translations**, parking expenses, computing, communications, phone expenses, insurance, direct expenses, indirect expenses, overheads, expenses for the preparation and production of presentations, brochures, maps, periodical reports and any other expenditure incurred for the purpose of provision of the Services. **It is hereby clarified and emphasized that, subject to any explicit provision of this Tender, the Contractor shall not be entitled to any additional payment from the Ministry in connection with the provision of the Services, except for the addition of VAT as required.**
- 13.2** The consideration for a working hour shall be determined in accordance with the price offer that the bidder submits to the Tender, in Appendix P attached hereto. The Price Proposal shall include the cost of a work hour for an international consultant from abroad who is not a resident of Israel, as well as the cost of a work hour for a consultant who is a resident of Israel (if offered) and the cost of an hour of work by the Israeli representative for provision of coordination and accompaniment services, in accordance with the proposed advisor's qualifications and subject to the provisions of the Accountant General's circular regarding Consultants and External Service Providers.
- 13.3** Payment shall be made each month in accordance with the actual hours worked by each of the service providers, in accordance with the work plan approved by the Supervisor, distinguishing between the international consultants and the Israeli consultants. It should be emphasized that the share of the Israeli Representative shall not exceed 25% of the total number of consultation hours actually executed.
- 13.4** Notwithstanding the foregoing, in the event that the number of actual annual hours does not reach a minimum of 1000 consultation hours, the Bidder will be paid, close to the end of each year of the contract, the balance of hours that were not performed, up to a total of 1000 consultation hours, for which no payment was made. As mentioned in Section 10 above, in the event that the annual number of consulting hours is less than 200, payment will be in accordance with the consultation hours actually performed.

The scope of the engagement for the Contractual Period shall not exceed a total of 6,000 hours. The Supervisor shall not approve or pay any hour of work beyond this quota without obtaining prior approval from the Tenders Committee, in accordance with the provisions of the Mandatory Tenders Law and its regulations.

**13.5 Travel expenses** – Team members that are not Israeli, are expected to conduct work visits to Israel as required by the Government of Israel. Prior notice will be given prior to each visit, at least 10 working days before the required date. Each visit may require the presence of all or part of the required team members, at the discretion of the Government of Israel. The compensation will be paid for actual daily working hours, up to 10 hours a day. In addition, airfare and accommodation expenses for each international staff member will be refunded by the Government of Israel, subject to the prior approval of the Government of Israel. For the avoidance of doubt, the Government of Israel will reimburse only for the following flight and accommodation expenses, in direct connection with the performance of the services under this Tender, which meet the following conditions, subject to the government guidelines (as published in Financial and Economic Regulations of the Ministry of Finance) and to provision of receipts for payment:

13.5.1 Cost of flight to and from Israel, economy class

13.5.2 Cost of lodging in a hotel in Israel - shall not exceed the tariff in the Financial and Economic Regulation no. 13.4.0.5, regarding the lodging of persons from abroad; At the time of writing this tender, the rate for accommodation and stay, based on breakfast only, is NIS 655. If there will be a change/update in this amount, it will be updated accordingly after the approval of the Tender Supervisor.

**13.6** Payments will be made against delivery of a detailed account that will be approved by the Supervisor. Of monthly wages for all actual working hours for all experts according to the price proposal, as detailed below.

**13.7** The payments shall be paid to the Contractor within 45 days of the receipt of a detailed account and invoice to the Supervisor, Commissioner and in accordance with his approval.

**13.8** Payments to the Israeli consultants shall be linked to the payment updates in accordance with the guidelines of the Financial and Economic Regulations of the Ministry of Finance. Payment for International Consultants shall be linked to the CPI or the HICP Index in accordance with the place of the bidder's place of residence, commencing on the end of the 18th month of the contract period. The update index is the known index at the end of 18 months from the last date for submission of the proposals, and the update will be made once a year, with the first update being 18 months after the date of submitting the bids.

**13.9** The linkage shall be only for the balance of the consideration not yet paid.

**13.10** The Contractor shall submit the monthly payment requirement, to the Supervisor, until the 10<sup>th</sup> of each month. Subject to the Supervisor's approval, the consideration will be transferred to the Winning Bidder 45 days from the date of submission of the bill. For each payment requirement, a monthly activity report shall be attached in accordance with the structure to be determined by the Supervisor.

**13.11** Insofar as the Contractor will be required to employ additional consultants as set forth in Section 11.4 above, the consideration for the Supplier in respect of the operation of such additional consultants shall be on an hourly basis, in accordance with their actual work hours. The payment for the services of the additional consultants will be in accordance with the rates proposed by the bidder in accordance with the qualifications of the consultant performing the work.

**13.12** It should be emphasized that the consideration for the Israeli representative on the team will include all the required administrative work, including local travel, coordination, meetings, translation, etc.

#### **14. Duration of the Agreement with the Contractor**

**14.1** The contract with the Supplier shall be signed for **a period of three years** from the date of its signature by the authorized signatories of the Ministry. The Winning Bidder must be prepared to begin the work within 14 days of receipt of the notice of his winning;

**14.2** At the end of three years of engagement, the Ministry of Transport maintains the right, at its sole discretion, to extend the contract with the Contractor for additional periods, which will not exceed a total of three more from the end of the original contract period (and in total no more than six years), and this is subject to the Ministry's satisfaction with the Contractor's work, and the budgetary limitations of the Ministry;

**14.3** The extension of the contract will be subject to the approval of the Ministry's Tender Committee. The Contractor will be given written notice of the Tender Committee Decision to extend the contract period, 60 days prior to the end of the contract period.

**14.4** The bidder hereby agrees, by submitting the proposal, to extend the period of the contract with the Ministry, in accordance with the Ministry's decisions as detailed above, and to submit the services according to the terms of the tender, in accordance with the period of the contract to be determined by the Ministry;

**14.5** A prerequisite for the extension of the period of engagement with the Contractor, insofar as the Bidder is Israeli, will be the presentation of an updated proof of Registration for the Company/Partnership, from the Companies Authority, attesting

that the Contractor has no outstanding Registration payments due for the preceding years, prior to submission of the proposal. In the case of a Company it is also required that the Registration form include no indication that the Company failed to abide by the Law or that it is on notice before being registered as a non law-abiding Corporation.

**14.6** The Ministry shall be entitled to cancel the engagement by giving advance notice of 45 days in advance for any reason, including: a change in the Ministry's priorities, a change in the working methods, organizational change, budgetary constraints, and so on. If the Supplier receives notice from the Ministry of termination of the engagement with him as aforesaid, he shall not come to the Ministry with any claim or demand, and shall not be entitled to any compensation whatsoever.

#### D. VOID

#### **16. Performance Bond**

**16.1** In order to secure its obligations under this contract, the Contractor will provide the government with the signing of this contract, a bank guarantee or a guarantee from an Israeli insurance company that has a license to engage in insurance under the Supervision of Financial Services (Insurance) Law, 1981, For the purpose and fulfillment of all the obligations of the Winning Bidder in accordance with the tender documents and the Contract Agreement to be signed with him.

**16.2** The Guarantee shall be original, autonomous, unconditional and irrevocable, linked to the Consumer Price Index known at the time of submitting the bids, in favor of the State of Israel, in the amount of **120,000 NIS or 32,000 US Dollars or 28,000 Euros.**

**16.3** The Guarantee shall remain valid for 90 days past the Date of Termination of the Agreement.

**16.4** It is hereby clarified that in the event the Ministry decides to extend the contract period, the validity of the guarantee will be extended accordingly for up to 90 days after the end of each additional term of the contract (hereinafter: the "Extended Guarantee").

**16.5** The extended Guarantee will be delivered to the Ministry within 15 days from notification to the Contractor if the intention to extend the Contractual Period as mentioned.

**16.6** The Government shall be entitled to foreclose the Guarantee, in any event that the Contractor did not provide an extended Guarantee or if the Contractor did not fulfill its responsibilities in accordance with his Proposal and with the Tender requirements and the Contract Agreement, and **in particular in the event that he**

**violates the Supervisors instructions with regards to cessation of the Agreement due to suspected conflict of interests, as specified in section 17 below.**

**16.7** A Guarantee issued by an insurance company shall be signed by the Signatories of the Insurance Company and not by the agent.

**16.8** The Ministry of Transport and Road Safety will be entitled to forfeit the Guarantee, in part or in its entirety, at its discretion.

## **E. Contractor's Undertakings and Terms of Agreement**

### **17. Conflict of Interests**

**17.1** The bidder hereby declares that he and the members of the team proposed on his behalf for the performance of the work, or any of the interested parties therein or anyone acting on his behalf or any of its employees for the purpose of providing the services that are the subject of this tender, will not be found in a conflict of interests between additional and other works performed by him and the works that are the subject of this tender;

**17.2** The Bidder undertakes that in the event that he wins this Tender, then throughout the entire Contractual Period and any extension thereto, as may be, it will not provide (including through anyone on its behalf) consulting and/or performance management and/or monitoring services for the Airports Authority and/or for the Directorate of the supplementary airport to Ben Gurion, established at the National Roads Company, or anyone hired on its behalf in order to promote the planning and construction of the Supplementary Airport to Ben Gurion, and/or the planner and/or the builder and/or the operator who will be chosen to plan the construction and operation of the Supplementary Field to Ben-Gurion Airport, unless the financial scope of such services does not exceed the sum of half a million NIS (Before VAT) per calendar year and provided that the services are not submitted in connection with the projects that are the subject of this engagement

**17.3** In addition, the Bidder and his proposed Team Members, including additional team members that may be required under this Agreement, undertake that throughout the entire Contractual Period and any extension thereto, the Team Members will not provide (by themselves or by others on their behalf) any services whatsoever to the Airports Authority and/or the Directorate of the Supplementary Airport to Ben-Gurion at the National Road Company or anyone on its behalf who is involved in promoting the planning and construction of a supplementary airfield for Ben-Gurion Airport and/or the planner and/or the builder and/or the operator who will be chosen to plan the construction and

operation of the Supplementary Field to Ben-Gurion Airport, unless the financial scope of such services does not exceed the sum of 300 million NIS (Before VAT) per calendar year and provided that the services are not submitted in connection with the projects that are the subject of this engagement;

- 17.4** Any additional work, from the date of signing this Contract, which will be received by the Contractor and / or anyone acting on its behalf who will be engaged in the provision of the Services which has a direct and / or indirect connection between it and the subject of this Tender herein, and in particular any undertaking to provide any services to the Airports Authority and/or the Directorate of the Supplementary Airport to Ben-Gurion at the National Road Company or anyone on its behalf who is involved in promoting the planning and construction of a supplementary airfield for Ben-Gurion Airport and/or the planner and/or the builder and/or the operator who will be chosen to plan the construction and operation of the Supplementary Field to Ben-Gurion Airport, will be brought by the Bidder and/or the Team Leader, according to the circumstances, for approval of the Supervisor under this current Tender, in advance and prior to conclusion of any such binding Contract, so as to review any potential Conflict of Interests between it and the work that is the subject of this tender. In the event that the Supervisor finds that the new work may entail a Conflict of Interests with the current Contract, he will notify the Contractor and/or Team Leader and/or Team Member, as needed, in writing, and will be entitled to terminate the Contract with the Contractor and/or Team Leader and/or one or more Team Members (as the case may be) and or to instruct any of the above (as the case may be) to cease from its work, or the work of anyone on his behalf, **and/or to forfeit the performance guarantee that the Bidder deposited within the Contractual Agreement**, to the extent that the Contractor and / or his representative and / or the team leader and / or a member of the team (as applicable) do not cancel their intention to enter into a contract for execution of the additional said work;
- 17.5** The Bidder, the Team Leader, the Team members and the additional consultants employed by him (at the Ministry's request) will be required to sign a letter of undertaking that he and all the interested parties and his employees will refrain, during the entire period of the contract with the Ministry of Transport, from providing services that constitute a conflict of interest between their work under this Agreement and any other work in which they may be engaged, and in the event that such conflict of interests is found and / or will be discovered, they will notify the Supervisor immediately and in writing, , in the forms attached as Annexes L1 and L2 respectively, and will cease any activity until receiving further instruction from the Supervisor;
- 17.6** Without prejudice to the aforesaid, a Consultant - and excluding the Team Leader (regarding whom the provisions of section 20 of the tender will apply) - who will

be in a state of conflict of interest that was not foreseen, will be replaced, upon the prior written approval of the Supervisor on behalf of the Ministry, by different Consultant demonstrating similar qualifications, 14 days from the date on which the conflict of interest was discovered.

## **17.7 Review of Potential Conflict of Interest at time of Submission of Proposals**

**17.7.1** The Bidder shall attach to its Proposal affidavit signed by the authorized signatories of the bidder and verified by an attorney, as well as an affidavit as stated by the team leader and the proposed team members, in the wording attached as Appendix L1 and Appendix L2 to the Tender, respectively, regarding the absence of a conflict of interests, as specified herein;

**17.7.2** The bidder, the Team Leader and the proposed team members shall attach to the proposal a detailed list (including the name of the work, the name of the customer, the nature of the work, the scheduled completion date) of all the work performed by the bidder, by the team leader and by the proposed team members, in particular for the Israel Airports Authority, for the supplementary airport administration at the National Roads Company, and for other entities involved with aviation or the Ministry of Transport and Road Safety;

**17.7.3** In the context of the examination of the issue of conflict of interest, the Tenders Committee will be entitled to examine with the relevant parties and / or any source of other relevant official information the correctness of the declarations of the bidders and those acting on their behalf;

**17.7.4** It is hereby clarified that the Ministry will be entitled to disqualify a bid of a bidder which, at its discretion, includes a potential conflict of interests or an actual conflict of interest;

**17.7.5** A finding of Conflict of Interests by the Tender Committee will constitute grounds for disqualification of a Proposal.

## **17.8 Cancellation of the agreement and agreed compensation in the event of breach of the Contractor's obligations to the avoidance of a conflict of interests.**

**17.8.1.** It is known and agreed that the Ministry of Transport will be entitled to cancel the contract of engagement with the Bidder and / or to demand the cessation of the activity of any party acting on behalf of the Bidder in the context of the engagement, in the event that it suspects, at its discretion, that there may be a conflict of interests and following an inspection to such effect conducted by the Supervisor.

17.8.2. A breach of the undertakings of the Contractor and anyone acting on its behalf regarding the absence of a conflict of interest, and the entry of the Contractor and / or any person acting on its behalf, into a situation of a conflict of interests, during the term of the contract, at the Supervisor's discretion, will constitute grounds for canceling the contract and the Contractor will be required to pay agreed damages of **100,000 NIS**.

## **18 Confidentiality**

18.1 Any Information which shall reach the possession of Contractor, including his work products, in the framework of his engagement with the Ministry or as part of provision of services or in connection with an Agreement that will be signed with the Ministry, shall be the sole and exclusive property of the Ministry, and the Contractor undertakes to keep confidential and not to transfer, notify, share or bring to the knowledge of any other person, any information or data whatsoever, which he obtained as part of provision of said Services, or to make any use other than as required for the Provision of Services as described in the Tender herein. This undertaking shall be valid during the term of service, prior to it, and at least for the five years following it, for any reason.

18.2 The Contractor states that he is aware that failure to maintain such confidentiality constitutes an offense under Chapter Seven, Article Five of the Penal Law, 5737-1977.

18.3 The bidder undertakes that if he wins the tender he will keep confidential all information and any data will come to his knowledge as a result of performing the work that is the subject of this tender and will sign a letter of confidentiality in the wording attached as Appendix N1 to the terms of the tender;

18.4 The bidder undertakes that if he wins the tender, he will ensure that the Confidentiality of information will also be maintained by his employees and all those employed by him for the purpose of carrying out the work that is the subject of the tender and he undertakes to make sure that his employees and anyone employed by him all his employees in the performance of the work that is the subject of the tender will sign a Letter of Confidentiality, as attached in Appendix N2 to the Tender documents.

## **19 Proprietary Rights**

19.1 The Work conducted by the Winning Bidder as a result of this Tender shall be the exclusive property of the State of Israel – Ministry of Transport and Road Safety.

- 19.2 The Contractor will not be allowed to use any material prepared by him as part of the Services, for his personal needs or for other jobs, without prior written consent from the Ministry's representative to this Agreement (the Supervisor).
- 19.3 The Contractor will not transfer some or any of the documents prepared by him as part of his Services under this Tender to any other, will not allow printing and/or publishing of said documents in any way or form, without prior written consent from the steering committee and the Supervisor.
- 19.4 Upon termination of the Agreement, or immediately upon the first written demand of the Ministry, the Contractor shall transfer to the Ministry all the files and data used in the work that is the subject of this Tender.

## **20. Replacement of the Team Leader and/or any of the Proposed Team Members**

- 20.1** As stated in Section 6 above (prerequisite conditions), the Bidder commits to the Ministry to provide the services detailed in the Tender Documents, for the duration of the Contract Term (including extension of the Contract, if any, at the Ministry's decision), through the Team Leader and the Team Members that were proposed in the Tender Proposal;
- 20.2** It is hereby emphasized that the replacement of the Team Leader and / or any of the members of the proposed team to the tender will be possible only at the request of the Ministry (in the event of dissatisfaction with the functioning of the team leader or one of the team members) or in the event that the Team leader and / or any of the proposed Team Members will be unable to provide the required for medical reasons.
- 20.3** If during the Contract Period, the Contractor is unable to continue providing the services to which he has committed through the Team Leader or the team members as proposed in his original proposal, he may propose a replacement team leader / team member who will provide the services instead of the team leader which was originally approved. The replacement Team Leader/Member will comply with all the threshold conditions specified in section 6 above. In the event that the Ministry finds that the alternative team leader meets all the threshold conditions, his candidacy will be examined according to the quality variables specified in section 28 below. If the Ministry concludes that the replacement team leader/member meets the professional, qualitative, organizational, etc. requirements, the alternate team leader/member may continue to provide the services on behalf of the Contractor in place of the Team Leader/Member selected in the original tender. All the terms and conditions of the tender and the agreement (as signed between the Contractor and the Ministry) will also remain valid when employing the replacement team leader / member.
- 20.4** it is hereby clarified that the Ministry alone maintains the right to decide whether to accept the Contractor's proposal to replace the Team Leader/Member on his behalf (inter alia in light of the circumstances in which the supplier requests to replace the head / staff member, whether justified, reasonable, force majeure, etc.) . In the event that the Ministry decides

not to approve the Contractor's request to replace the Team leader/Member on its behalf, the Ministry may notify the Contractor of the termination of the engagement with him and the forfeiture of the guarantee immediately, in accordance with the circumstances of the matter and the decision of the Ministry.

## **21. The Contractual Agreement**

The winner of the Tender undertakes to sign a contract, such as the contract attached in Appendix O, within 14 days of receipt of the Ministry's announcement of his winning the tender.

## **22. Absence of Debt to the Company/Partnerships Registrar**

A prerequisite for the entering into a contract with the Winning Bidder (insofar as the Bidder is an Israeli entity), will be the presentation of an updated proof of Registration for the Company/Partnership, from the Companies Authority, attesting that the Contractor has no outstanding Registration payments due for the preceding years, prior to submission of the proposal. In the case of a Company it is also required that the Registration form include no indication that the Company failed to abide by the Law or that it is on notice before being registered as a non law-abiding Corporation.

Such proof can be obtained through the website of the Corporations Authority, at [www.taagidim.justice.gov.il](http://www.taagidim.justice.gov.il), under the tag "corporate proof of registration".

## **23. Insurance Requirements**

The Contractor/supplier undertakes to undertake and execute the insurance detailed herein, by himself and/or by someone on his behalf, in his benefit and to the benefit of the State of Israel - the Ministry of Transport and Road Safety and to present to the Ministry of Transport and Road Safety with copies of the insurance that include all the coverage and conditions required, with limits of liability which shall be no less than the following:

### **1. Employers Liability Insurance**

- a. The Contractor will insure his legal liability towards his employees in employers' liability insurance in all areas of the State of Israel and the occupied territories;
- b. The limit of liability shall not be less than 5,000,000 USD per employee, per case and for the insurance period (one year);
- c. The insurance shall be extended to cover the insured's liability towards contractors, sub-contractors and their employees, in the event he shall be deemed their employer;
- d. Insurance under the policy will be extended to indemnify the State of Israel- Ministry of Transport and Road Safety, in the event that it may be claimed, in the matter of an occurrence of a work accident/occupational disease, that they bear any employer

liability towards any of the Contractor's employees, contractors, sub-contractors and their employees in his service.

2. Third Party Liability

- a. The Contractor will insure his legal responsibility under the laws of the State of Israel in third party liability insurance for property and personal injury, in all areas of the State of Israel and the occupied territories.
- b. Limit of liability shall be no less than a total of 1,000,000 USD per case and er insurance period (one year).
- c. The policy will include a section regarding cross liability
- d. Property of the State of Israel and of the Airport Authority shall be deemed third party property.
- e. The insurance will be extended to include the liability of the insured towards third parties for any activity of contractors, sub-contractors and any employees on their behalf.
- f. The insurance under the policy will be extended to indemnify the State of Israel - the Ministry of Transport and Road Safety, to the extent that they are deemed responsible for the actions and / or omissions of the Contractor and anyone acting on its behalf.

3. Professional Liability Insurance

- a. The Contractor shall insure its professional liability with professional liability insurance.
- b. The policy will cover any damage due to breach of the professional obligation of the Contractor, its employees and consultants on its behalf, and of anyone acting on their behalf, and which occurred as a result of any act, negligence, including omission, mistake or breach, misrepresentation, negligent declaration made in good faith, which were incurred in connection with the provision of Economic, engineering or operational consulting or monitoring services in the field of aviation related projects, and the examination of the development and budget plans for the Ministry of Transport and Road Safety, including monitoring, providing opinions, examining alternatives and their significance, formulating recommendations, preparing reports, summaries and presentations, conducting work meetings and tours at the Airport Authority and at aviation facilities, accompaniment of aviation related projects from a financial, engineering and operational perspective and in the ongoing operation and maintenance of installations and equipment, in accordance with the tender and contract with the State of Israel – Ministry of Transport and Road Safety.
- c. Limit of liability will not be less than 2,500,000 USD per case and per insurance period (one year).
- d. Territorial boundary, including jurisdiction: the entire world, including Israel.
- e. Coverage under the policy shall be extended to cover the following:
  - Fraud and dishonesty of employees;

- Loss of documents, including loss of use and / or delay due to insurance event;
  - Cross-liability, but the coverage shall not apply to the claims of the Contractor towards the State of Israel - the Ministry of Transport and Road Safety;
  - Extension of the discovery period for at least 6 months
- f. The insurance under the policy shall be extended to include indemnification of the State of Israel – Ministry of Transport and Road Safety, insofar as they will be deemed liable for the acts and/or omissions of the Contractor and anyone acting on his behalf.

4. Medical Insurance

Medical insurance shall cover anyone acting on behalf of the Contractor, commencing on the date of leaving their country of origin for activity in Israel, until return upon termination of service in Israel.

The coverage shall include at least the following: Hospitalization expenses, including payments to physicians, surgeries, intensive care, ambulatory care, examinations, X-rays and medications at the time of hospitalization, medical expenses not during hospitalization which a qualified physician has determined are necessary, payment to a certified doctor, examinations, X-rays and medications prescribed by a doctor or a recognized medical institution, expenses of dental treatment as a result of any accident and emergency treatments, and expenses for the return of the body of a participant from Israel abroad if he passes away in Israel.

5. Additional Consultants and International Consultants on behalf of the Contractor

The Contractor shall ensure that additional consultants and international consultants on its behalf, including in the fields of environmental protection, planning in specific areas, assessment, computerization, complex systems, security, mass transportation systems, etc., will execute applicable insurance with reasonable coverage, in accordance with the work/service to be provided, including third party liability, and employers liability for their workers. The insurance shall be extended to cover indemnification for the State of Israel - the Ministry of Transport and Road Safety, to the extent they are deemed responsible for the actions and / or omissions of the consultants. For this purpose, the State of Israel - the Ministry of Transport and Road Safety will be deemed as additional policyholders, including cross-liability clause and the insurer's waiver of right of subrogation towards them and their employees, but such waiver will not apply in the event that the damage was due to malicious intent.

6. Israeli Representative on behalf of the Contractor

The Contractor shall ensure and verify that the Israeli representative on his behalf will obtain appropriate insurance for his activities, including employers' liability insurance towards his employees, third party liability insurance and professional liability insurance with limit of liability of no less than US \$ 500,000 per case and per insurance period, for providing coordination services between the Ministry of Transport and Road Safety and the Contractor, for the provision of administrative services, audit, technical assistance,

translations, coordination, assistance in preparing reports, summaries, presentations, arrangement of Professional Experts' visits including ground transportation, lodging and flights, etc.

The insurance shall be extended to cover indemnification for the State of Israel - the Ministry of Transport and Road Safety, to the extent they are deemed responsible for the actions and / or omissions. For this purpose, the State of Israel - the Ministry of Transport and Road Safety will be deemed as additional policyholders, including cross-liability clause and the insurer's waiver of right of subrogation towards them and their employees, but such waiver will not apply in the event that the damage was due to malicious intent.

## **7. General**

Every insurance policy shall include the following provisions:

- a. The following shall be added to the named of the insured under the policy: The State of Israel – Ministry of Transport and Road Safety, subject to subrogation arrangements as mentioned above;
- b. In any event of reduction or cancelation of the insurance by either party, such act will not be valid unless prior notice was given at least 60 days in advance, by registered mail, to the Accountant of the Ministry of Transport and Road Safety.
- c. The Insurer waives any right of supersession / subrogation, claim, participation or return to the State of Israel , Ministry of Transport and Road Safety, and its employees, with the exception of cases in which the damage was caused with malicious intent, in which case the waive shall not apply.
- d. The Contractor shall be solely responsible to the insurer for the payment of insurance premiums for all the policies and fulfillment of all the obligations imposed on the insured under the terms of the policies.
- e. The deductible specified in each policy shall apply exclusively to the Contractor;
- f. Any section of the insurance policies which in any way detracts or reduces the liability of the insurer, where there is an additional insurance, will not be exercised against the State of Israel, and the insurance will be deemed a primary insurance that entitles the full entirety of rights under the insurance policy.
- g. The exception for malicious intent and/or negligence will nullified, insofar as it exists in all insured policies.

Copies of the Insurance Policy for the Contractor, duly authorized by the insurer, or Statements of the execution of insurance policies, signed by the insurer and indicating the existence of the policies, shall be submitted by the Contractor to the Ministry of Transport and Road Safety, prior to signing of this Agreement.

The Contactor undertakes that during entire contractual period with the State of Israel - the Ministry of Transport and Road Safety, and as long as his liability exists, he will maintain valid insurance policies in force and will require the same of anyone acting on his behalf.

The Contractor commits to renew the Policies annually for as long as the Contract with the State of Israel-Ministry of Transport and Road Safety is in force.

The Contractor undertakes to present to the Ministry of Transport and Road Safety, copies of the renewed insurance policies signed by the insurer, for himself and for anyone acting

on his behalf, or certified and signed authorization letters signed by the insurers, at least two weeks before the end of the insurance period.

The provisions of the insurance clauses do not exempt the Contractor from any obligation that applies to him under any law and contract, and the foregoing shall not be construed as a waiver by the State of Israel - the Ministry of Transport and Road Safety, of any right or remedy granted to them under any law and under this Contract herein.

## **F. The Proposal**

### **24. Documents to be attached to the Proposal**

24.1 All Tender Documents signed by Bidders Signatories;

24.2 Bidder Information as specified in **Annex A**, attached hereto;

**24.3** Attorney confirmation of authorized signatories in the bidder, updated as of the date of submission of the offer (in accordance with the wording in **Appendix B** attached

24.4 Bidder Incorporation Documentation. As far as an Authorized Dealer - Registration documents under the Value Added Tax Law, 5736-1975;

24.5 All the Confirmations required under the Public Entities Transactions Law (Enforcement of Bookkeeping, Payment of Tax Obligations, Minimum Wage and Foreign Workers' Employment), 5736-1976, including an affidavit regarding the non-employment of foreign workers and the payment of minimum wage according to the law attached as **Appendix C**, in reference to an Israeli bidder and compliance with parallel requirements in the country of registration of a foreign bidder;

24.6 VOID

24.7 **Details about Bidder and its experience since date of establishment – both for prerequisite compliance and for scoring purposes:**

24.7.1 A Document describing the professional profile of the Bidder (including at least details about previous projects in which Bidder was involved, in particular projects in the fields of Transportation in general and Aviation in particular, and for each detail will specify which month and years activity was executed, and for whom);

24.7.2 Description of projects in which the experience from the table was gained, as specified in **Annexes E1 and E2** attached herein. Details specified in Annex E1 will include information relevant to Bidder's compliance with the Prerequisite conditions as set forth in section 6, and the details specified in Annex E2 will be relevant for scoring the Bidder's quality in weighting the Proposals as specified in Section 28 herein.

24.8 **Details about Proposed Team Leader and Team Members and their Experience - both for prerequisite compliance and for scoring purposes:**

- 24.8.1 List of details regarding Team Leader and each of the Team Members, based on the charts included in **Annexes F1, G1, H1, I1 and J1** as attached herein;
- 24.8.2 **CV** (will include at least information regarding education and professional training as well as information regarding work places and previous projects in which the Team Leader and Members were involved, emphasizing projects related to airfields; For each detail in the CV, please specify in which months and years it took place and for whom it was conducted);
- 24.8.3 **Certificates of Education** including month and year in which relevant academic degree was received;
- 24.8.4 **Details regarding the experience** of the proposed Team Leader and each Team Member in accordance with the format attached in **Appendices F2, G2, H2, I2, J2**, respectively, as well as a list of references with whom the above information can be verified, in order to indicate their compliance with the threshold conditions Specified in section 6 above;
- 24.8.5 4 **Details regarding the experience** of the proposed Team Leader and each Team Member in accordance with the format attached in **Appendices F3, G3, H3, I3, J3**, respectively, as well as a list of references with whom the above information can be verified, for the purpose of scoring the proposals as specified in section 28 below.
- 24.9 An affidavit for the Bidder and each of the Team Members regarding the absence of a criminal record according to **Appendices K1 and K2** (respectively) attached to the tender documents;
- 24.10 An affidavit for the Bidder and each of the Team Members regarding a conflict of interests and details of any work performed concurrently (in accordance with the text in **Appendices L1 and L2** attached to the tender documents.) This affidavit and details of the work performed concurrently will be submitted by the authorized signatories of the bidder as well as by the proposed Team Leader and Team Members, including tables in which the Bidder, the team leader and the proposed team members specify all their work performed, in particular for the Israel Airports Authority, for a supplementary airport administration at the National Road Company, and for additional entities dealing with aviation and/or the Ministry of Transport and Road Safety and/or any other entity relevant to the contents of the Work herein. The chart will specify: project description, description of the Services provided by the Bidder/Team Leader/Team member; Financial scope of the services provided by the Bidder and/or team leader/member within each project; estimated date of termination of the services; expected balance yet to be paid.

- 24.11 The undertaking of the Bidder, the Team Leader and the proposed team members, signed by the authorized signatories of the Bidder, the Team Leader and each Team Member, to provide the services for the duration of the Contract period with the Ministry, while cooperating with all the parties participating in the submission of the proposal, in the format of **Appendices M1 and M2**, respectively;
- 24.12 Commitment to maintain confidentiality - shall be signed by the Bidder himself (in **Appendix N1**), as well as by the Team Leader and the proposed team members (through **Appendix N2**);
- 24.13 Certification and Affidavit in the event that the business is under the control of a Woman as required in section 31 "Encouragement of Women in Business" below;
- 24.14 Sample Contract Agreement, initialed – found at **Appendix O**.
- 24.15 **Price Proposal in the form of Appendix P, signed by the Bidders' signatories – in a separate sealed envelope, apart from the other Tender Documents..**
- 24.16 Confirmation of execution of Insurance Policies attached as **Appendix Q**, will be attached by Winning Bidder as a condition for signing the Contract Agreement.
- 24.17 Any other document as may be required under this Tender herein.

**Notwithstanding all of the above, the Ministry may chose not to not disqualify a Proposal to which all the confirmations and/or particulars specified above have not been attached, all at its sole discretion. The Ministry reserves the right to contact all or some of the Bidders for the purpose of clarifying and completing details regarding their proposals, including obtaining and/or documents and / or additional recommendations, and any other detail required for the purpose of examining the Proposals. It should be emphasized that the additional information will be required only for the purpose of proving that the Bidder and the consultants proposed on its behalf comply with the threshold conditions and that this information will not be used for scoring the proposals.**

## **25. Method of Submitting Proposal**

- 25.1 Each Proposal shall be submitted in five (5) signed copies. One copy will serve as the Original and four additional copies, true to the original.
- 25.2 In addition, another full copy, including all Annexes, will be submitted upon magnetic media, in Microsoft Word format.

25.3 As proof of previous experience, additional material and work samples may be included. Attached materials may be in English or Hebrew.

25.4 The Bidder's Proposal shall include a Table of Contents. Each page, including Annexes, will be numbered. The Proposals will be submitted in English or Hebrew.

25.5 Each Proposal shall be submitted in a sealed envelope, **without identification of the Bidder**, upon which will be written the following: "Tender 18/19 for the Provision of Financial, Engineering and Operational Consulting and Monitoring Services for Aviation Related Projects" (hereafter: "**the external envelope**"). This envelope will contain all the documents listed in Section 24 above, and any other required document under this Tender. The Price Proposal will also be included inside the External Envelope, inside a sealed envelope separated from the other documents (hereinafter "**the Price Proposal Envelope**"), and will be opened only in the stage of opening the Price Proposals. On the Price Proposal Envelope will be written: "Price Proposal for Tender 18/19").

25.6 The Proposals will be deposited in the Tender Box in the Ministry of Transport, 5 Bank of Israel St, Generic Building, Ground Floor, Jerusalem, **by 24.10.19 at 12:00**. Deposit of the Proposal in the Tender box is the sole responsibility of the Bidders. **Any Proposal which shall not be deposited in the Tender Box, by the assigned time, will not be reviewed.**

25.7 In addition to the above, the bidder will submit one additional copy of the proposal, in which he will cross out any information that he considers confidential information that constitutes a trade or professional secret that can not be disclosed to the other bidders, and shall be submitted together with a letter of explanation, referring to all aspects of the Information which the Bidder deems to be commercially sensitive. This copy shall be marked "Commercial Confidentiality" (see section 34 below). The Tender Committee will review the proposals and decide, at its sole discretion, whether or not the marked information should be considered a commercial secret.

There is no obligation to submit such a copy. If the bidder fails to submit a copy as stated in this subsection or alternatively submits a blacked out copy without the accompanying explanatory letter attached, he shall be deemed to have declared that there is no confidential information in his proposal. It is hereby emphasized that in marking any information in the Proposal as a "trade secret", the bidder shall be deemed to have expressly waived his right, as exists at law, to inspect and review any information in the competing proposals, which is in essence similar to his information which he chose to mark.

25.8 The bidder shall not delete or amend or change the Tender and/or any of its sections and/or appendices. The Ministry may view any change, amendment or addition that will be made, as a reservation to the Terms of the Tender and the proposal may be disqualified.

- 25.9 All of the Tender Documents are the property of the Ministry and they are provided to the bidder only for the purpose of submitting his Proposal. The Bidder may not copy, photocopy, transfer to another, allow another to review or use the Tender documents , or any part thereof, for any other purpose.
- 25.10 It is hereby clarified to the Bidder that it is prohibited to submit a joint bid by two companies, corporations or by a parent company and a subsidiary, or by sister companies. The Bidder will be only one legal entity.
- 25.11 Submission of the Proposal by the Bidder and its participation in the tender constitute a declaration and confirmation that all details of the Tender and its documents and appendices are known and clear to him, and that they are accepted and agreed upon.

## **26. Validity of the Proposal, Declaration and Commitment of the Bidder**

- 26.1 Submission of the Proposal by the Bidder and its participation in the tender constitute a declaration and confirmation that all details of the tender and its documents and appendices are known, agreed and clear to the Bidder and that he has all the knowledge, information, means and skills required for providing the service herein.
- 26.2 The Bidder's Proposal under the conditions of the tender will be valid for 180 days from the last date for submitting the Proposals.
- 26.3 The Ministry may, at its sole discretion, request that the Bidders extend the validity of their Proposals.
- 26.4 The Bidder undertakes that if he wins the tender, h.6 It is gherey clarified that thee will sign the contractual agreement, attached as **Appendix O**, at the Ministry's request, within 14 days from the date of receipt of the written notice of Winning. Provison of the Service shall be only after signing the Contractual Agreement by the Ministry. Receipt of Notice of Winning does not constitute confirmation of the commencement of the engagement.
- 26.5 It is hereby clarified that the Bidder will bear all costs involved in the preparation of the Proposal, without any connection to the outcome of the Tender.

## **27. Prohibition of Coordination of Proposals**

- 27.1 The Bidder, an interested party in the bidder, any entity in which the bidder is an interested party or an officer in any of the above, shall not act to coordinate the proposal of the Bidder with the Proposal of any other Bidder.
- 27.2 Without prejudice to the above, the prohibition to coordinate Proposals shall apply, inter alia, to the following:

- 27.2.1 An explicit agreement or understanding of any kind with any person or entity - other than a person or entity that is an interested party in the bidder - in the matter of costs, cooperation, financing, prices, transfer of assets, proposal strategies etc.
- 27.2.2 Acceptance of such information or exchange of information in another form, publication of information or disclosure to any person or entity, where the Bidder is aware that the person or body is an interested party or officer or agent or employee of another Bidder

## **G. Process of Examination of Proposals and Selection of Winner**

### **28. Review of Proposals**

**28.1 The proposals shall be examined according to a weighted score for quality and price, with a Quality weight of 70% and Price weight of 30%.**

**28.2** In the first stage, the Tender Committee and/or anyone acting on its behalf shall examine the Bidders' compliance with the threshold conditions. A Proposal that does not meet the threshold conditions will be disqualified.

28.3 Bidders who will prove compliance with the threshold requirements, will proceed to the next stage, where the quality of the Proposals will be examined based on the criteria herein. Quality score shall constitute 70% of the entire score.

28.3.1 In the second stage – the quality of the Proposal shall be reviewed in sections 28.4.1 through 28.4.6 below. A Bidder whose quality score in these sections is 49 points or more out of the 70 points will be transferred to the third stage of the proposal scoring. If there are no 3 bids that exceed the 49 points required, the Tender Committee may choose to select the 3 bids with the highest score, and transfer the Proposals to the next stage, provided that the Quality Score received 42 points or more of the 70 points.

28.3.2 In the third stage, points will be allocated to Proposals who have passed sections 28.4.7 and 28.4.8 below. **Any bidder who has moved into the third stage will be invited to an interview at the Ministry, with the participation of representatives of the bidder, the proposed Team Leader and the Israeli representative designated to provide the services under this tender.** The interviews will be conducted in Israel or via video calls for Team members who are not residents of Israel. The interviews will be held approximately one month after the deadline for submission of the proposals. The Ministry may postpone this date subject to the progress of the examination of the proposals. The representative of the bidder, the team leader and the Israeli representative must be available for interviews. The Israeli representative on the team will participate in an interview in Israel (not via video call). All bidders will be notified of the dates of the interviews as soon as possible after the date of approval of the Proposals

that have passed the threshold conditions in the tender. A final announcement of the participation in the interview will be given close to the conclusion of scoring the quality score of the proposals in sections 28.4.1 to 28.4.6. The Tender Committee may ask the team members to provide additional information or documents prior to the interviews.

It is hereby clarified that the interviewing team, which will be appointed by the Tender Committee, maintains the discretion to allocate points to each proposal. Let it be clarified that the Bidder and his representatives will accommodate any date interview as will be determined by the Ministry. The non-attendance of any Bidder representatives to the interview, at a time as determined by the Ministry of Transport, may, at the Ministry's sole discretion, result in a score of 0 points for this criterion.

28.3.3 In the fourth stage – the overall quality score will be calculated including all sections 28.4.1 – 28.4.8.

Below are the criteria for scoring the quality of the Proposals (the total experience that will be presented and reviewed will refer to the 15 years preceding the submission of the bids):

**For purposes of this chapter – "consulting" shall include work for an airport and/or for a regulator responsible for airports, whether as an external consultant or as an employee of the airport or responsible regulator.**

28.4

Subsection	Criterion	Weight	Sub-categories	Details
28.4.1	Bidder experience	20 pts	Areas of experience - any field of experience as required under threshold conditions 6.5 , beyond the two areas in respect of which the bidder met threshold conditions out of the four areas specified in this section (airport planning / construction / operation / management).	Any additional field of experience beyond the two areas in respect of which the bidder met the threshold conditions will receive 2 points. Full score will be given for two additional areas of experience  <b>Up to 4 points</b>
			A consulting or monitoring project for airports outside of Israel, designated for	Any additional consulting project for international airports outside of Israel in which passenger traffic

			<p>international traffic, in which passenger traffic in 2018 was exceeded 10 million passengers per year and airports where there was traffic of up to 10 million passengers in 2018 , in addition to the projects by for which the bidder met the requirements of section 6.6 above.</p>	<p>in 2018 was more than 10 million passengers per year, beyond the project required as a minimum in the threshold conditions, will be awarded two points. Full score will be given for two additional projects.</p> <p><b>Up to 6 pts.</b></p> <p>An additional consulting project for airports in which passenger traffic in 2018 was up to 10 million passengers a year, beyond the project required as a minimum in the threshold conditions, will award two points. The full score will be given for one additional project.</p> <p><b>Up to 2 pts.</b></p> <p><b>Total up to 8 pts.</b></p>
			<p>The variety of countries in which airport consulting or monitoring projects are provided, for projects that meet the threshold requirements specified in Section 6.6</p>	<p>Any country in which airport consulting or monitoring projects are provided for projects meeting the threshold requirements specified in Section 6.6, shall be awarded a point.</p> <p>Full score will be given for 8 countries.</p> <p><b>Up to 8 pts.</b></p>
28.4.2	<b>Experience of Proposed Team Leader</b>	<b>10 pts</b>	<p>Managerial Experience – <b>Beyond Prerequisite requirements</b> – In years</p>	<p>Each additional two years, beyond the 10 years required under the threshold conditions, of experience in managing a team for consulting or monitoring or project planning for an airport</p>

				<p>operator or a regulator responsible for airports. For this purpose, "an airport" - an international airport outside of Israel - will receive half a point. Full score will be given for 10 additional years of experience.</p> <p><b>Up to 2.5 pts</b></p>
			<p>Managerial experience – the number of consulting, monitoring or airport planning projects for an airport operator or for an airport regulator in which there was an international traffic outside Israel of more than 10 million passengers in 2018</p>	<p>Any project of consultation, monitoring or planning for international airports outside of Israel in which passenger traffic in 2018 was exceeded 10 million passengers, which was led by the proposed Team Leader, will receive a point. Full score will be given for 5 projects.</p> <p><b>Up to 5 pts.</b></p>
			<p>The variety of countries in which airport consulting, monitoring or planning services was provided for an airport operator or for an airport regulator in which there was an international traffic outside Israel of more than 10 million passengers in 2018</p>	<p>Any country in which the airport consulting, control or planning is provided for an airport operator or for a regulator in charge of international airports outside of Israel in which passenger traffic in 2018 was exceeded 10 million passengers will receive half a point. Full score will be given for 5 countries.</p> <p><b>Up to 2.5 pts</b></p>
28.4.3	Experience of Team Member in the area of	10 pts	Years of experience – beyond threshold requirements on Section 6.8.1.1	Each additional two year period of experience in one or more of the areas specified in the prerequisites in Section 6.8.1.1 will award half a

Airport operations			<p>point. Full score will be given for 10 additional years of experience.</p> <p><b>Up to 2.5 pts</b></p>
		<p>The variety of countries in which consulting services were provided for one or more of the fields specified in the prerequisite conditions in section 6.8.1.1 for an airport operator or for an airport regulator in which there was an international traffic outside Israel of more than 10 million passengers in 2018</p>	<p>Any country in which airport operations consulting was provided over the past 15 years, in one or more of the areas specified in threshold condition 6.8.1.1 for an airport operator or for the regulator responsible for international airports outside of Israel for an international airport outside Israel where passenger traffic in 2018 was exceeded 10 million passengers, will entail half a point.</p> <p>Full score will be given for 5 countries.</p> <p><b>Up to 2.5 pts</b></p>
		<p>Number of Projects – Consulting project for an international airport outside of Israel in which passenger traffic in 2018 was exceeded 10 million passengers, <b>beyond the threshold requirements of section 6.8.1.2</b></p>	<p>Every additional project of operational consultancy for airports over the last 15 years, for an international airport outside of Israel where passenger traffic in 2018 was exceeded 10 million passengers, beyond the project required as a minimum in the threshold conditions 6.8.1.2, will earn a point.</p> <p>Full score will be given for 3 additional projects.</p> <p><b>Up to 3 pts</b></p>

			<p>Number of projects - consultancy project for an airport in which passenger traffic in 2018 was up to 10 million passengers, <b>beyond the projects required in section 6.8.1.3</b></p>	<p>Every additional project of operational consultancy for airports over the last 15 years, for an international airport outside of Israel where passenger traffic in 2018 was under 10 million passengers, beyond the project required as a minimum in the threshold conditions 6.8.1.3, will earn a point.</p> <p>Full score will be given for 2 additional projects.</p> <p><b>Up to 2 pts</b></p>
28.4.4	Experience of Airport Infrastructure Team Member	10 pts	<p>Experience – <b>beyond the threshold requirements of section 6.8.2.1</b></p>	<p>Each additional two year period of experience in one or more of the areas specified in requirements in Section 6.8.2.1 will award half a point. Full score will be given for 10 additional years of experience.</p> <p><b>Up to 2.5 pts</b></p>
			<p>The variety of countries in which consulting services were provided for one or more of the fields specified in the prerequisite conditions in section 6.8.2.1 for an airport operator or for an airport regulator in which there was an international traffic outside Israel of more than 10 million passengers in 2018</p>	<p>Any country in which airport operations consulting was provided over the past 15 years, in one or more of the areas specified in threshold condition 6.8.2.1 for an airport operator or for the regulator responsible for international airports outside of Israel for an international airport outside Israel where passenger traffic in 2018 was exceeded 10 million</p>

				<p>passengers, will entail half a point.</p> <p>Full score will be given for 5 countries.</p> <p><b>Up to 2.5 pts</b></p>
			<p>Number of projects - Consulting project for an international airport outside of Israel in which passenger traffic in 2018 was exceeded 10 million passengers, <b>beyond the threshold requirements of section 6.8.2.2</b></p>	<p>Every additional project of operational consultancy for airports over the last 15 years, for an international airport outside of Israel where passenger traffic in 2018 was exceeded 10 million passengers, beyond the project required as a minimum in the threshold conditions 6.8.2.2, will earn a point.</p> <p>Full score will be given for 3 additional projects.</p> <p><b>Up to 3 pts</b></p>
			<p>Number of projects - consultancy project for an airport in which passenger traffic in 2018 was up to 10 million passengers, <b>beyond the projects required in section 6.8.2.3</b></p>	<p>Every additional project of operational consultancy for airports over the last 15 years, for an airport where passenger traffic in 2018 was under 10 million passengers, beyond the project required as a minimum in the threshold conditions 6.8.2.3, will earn a point.</p> <p>Full score will be given for 2 additional projects.</p> <p><b>Up to 2 pts</b></p>
<b>28.4.5</b>	<b>Experience of Airport</b>	10 pts	<b>Experience – Beyond the requirements of section 6.8.3.1</b>	Every additional 2 year period of experience in one of the areas specified

	<b>Financial Consultant</b>			<p>in prerequisite section 6.8.3.1 will earn half a point. Full score will be given for 10 additional years of experience.</p> <p><b>Up to 2.5 pts</b></p>
			<p>The variety of countries in which consulting services were provided for one or more of the fields specified in the prerequisite conditions in section 6.8.3.1 for an airport operator or for an airport regulator in which there was an international traffic outside Israel of more than 10 million passengers in 2018</p>	<p>Any country in which airport operations consulting was provided over the past 15 years, in one or more of the areas specified in threshold condition 6.8.2.1 for an airport operator or for the regulator responsible for international airports outside of Israel for an international airport outside Israel where passenger traffic in 2018 was exceeded 10 million passengers, will entail half a point.</p> <p>Full score will be given for 5 countries.</p> <p><b>Up to 2.5 pts</b></p>
			<p>Number of projects - Consulting project for an international airport outside of Israel in which passenger traffic in 2018 was exceeded 10 million passengers, <b>beyond the threshold requirements of section 6.8.3.2</b></p>	<p>Every additional project of operational consultancy for airports over the last 15 years, for an international airport outside of Israel where passenger traffic in 2018 was exceeded 10 million passengers, beyond the project required as a minimum in the threshold conditions 6.8.3.2, will earn a point. Full score will be awarded for 3 additional projects.</p> <p><b>Up to 3 pts.</b></p>

			<p>Number of projects - consultancy project for an airport in which passenger traffic in 2018 was up to 10 million passengers, <b>beyond the projects required in section 6.8.3.3</b></p>	<p>Every additional project of operational consultancy for airports over the last 15 years, for an airport where passenger traffic in 2018 was under 10 million passengers, beyond the project required as a minimum in the threshold conditions 6.8.3.3, will earn a point.</p> <p>Full score will be given for 2 additional projects.</p> <p><b>Up to 2 pts</b></p>
28.4.6	Israeli Representative Experience	10 pts	<p>Number of projects – transportation projects whose total cost was at least 50 million NIS, which the representative was involved with <b>beyond those specified in the prerequisite conditions in section 6.8.4.2</b></p>	<p>Each additional transportation project whose cost was at least 50 million nIS, which the Israeli representative was involved with during the past 15 years, beyond the requirements of section 6.8.4.2, will be awarded 1 pt. Full score will be given for 2 additional projects.</p> <p><b>Up to 2 pts.</b></p> <p>No points will be given for projects whose cost was over 10 million NIS, in which the Israeli representative was involved, and which are scored in the section below.</p>
			<p>Number of projects – projects in the field of airports whose cost was at least 10 million NIS, I which the Israeli Representative was involved, <b>beyond the</b></p>	<p>Any additional projects in the field of airports, whose cost was at least 10 million NIS, beyond the requirements of section 6.8.4.2, during the past 15 years, will be awarded 1</p>

			<p><b>requirements in section 6.8.4.2</b></p>	<p>point. Full score will be awarded for 2 additional projects.</p> <p><b>Up to 2 pts</b></p> <p>No points will be awarded to transportation projects whose cost was at least 50 million NIS, in which the Israeli Representative was involved, and for which points were given in the section above.</p>
			<p>Experience – <b>Beyond the requirements of section 6.8.4.3</b> – years of experience in project accompaniment</p>	<p>Any additional year of experience in coordination and accompaniment of transportation projects in Israel in cooperation with an international company or international consultants, beyond the requirements of threshold conditions 6.8.4.3 will, win a point. Full score will be given for 6 additional years of experience</p> <p><b>Up to 6 points</b></p>
<b>28.4.7</b>	<b>Impression from the proposal based on interview</b>	<b>20 pts</b>	<p>Impression from the Bidder, Team Leader and Israeli representative</p>	<p>Bidder – <b>up to 6 pts</b></p> <p>Team Leader – <b>up to 7 pts</b></p> <p>Israeli representative – <b>up to 7 pts</b></p>
<b>28.4.8</b>	<b>General Impression</b>	10 pts	<p>Impression with the seriousness of the proposal, and with any previous experience of the bidder in similar projects with the team of consultants proposed by him as an integral team</p>	<p>Wholeness of the proposal and its seriousness, <b>up to 3 pts</b></p> <p>Previous experience of the Bidder working with the proposed consultants- <b>up to 3 pts</b></p>

				Previous experience of the proposed consultants working as an integral team – <b>up to 4 pts</b>
	<b>Total</b>	<b>100pts</b>		

### 29. Minimal Quality Scoring

**Only proposals that received at least 75 of 100 possible points for the quality variables, in the fourth stage, will pass on to the fifth stage of examination. A proposal whose Quality Score is below 75 points will be disqualified. However, in the event that there aren't at least two Bidders who received 75 points or more, the Tender Committee may decide that up to 2 Proposals, who received the highest scores, will be transferred to the next stage.**

### 30. Combined Quality and Price Scoring

**30.1** When scoring the Price Proposals, the lowest Bid will receive a score of 30, and the others will be ranked as follows, in relation to the lowest Bid, whereas the current bid will be in the denominator and the lowest bid shall be in the nominator place.

$$\text{Price scoring formula} = 30 * \frac{X(\text{min})}{X(i)}$$

$$\text{Lowest Bid} = X(\text{min}), \text{Current Bid} = X(i)$$

**The Price proposal will be calculated according to the weighted average of the proposed price per consulting hour, where the weight of the two team members who are not the team leader is 50% (25% each), the team leader is 25% and the Israeli representative 25%, and the Contractor will indicate in his Proposal which of the Team Members shall be the proposed Team Leader and will express this, if necessary, within the framework of the price proposal for that consultant.**

**30.2** Fifth Stage – will include calculation of weighted score – 70% for the quality component, and 30% for price. At the end of this stage, the Committee shall select the Proposal that obtained the highest weighted score.

**30.3** If, after weighing the results of the tender, two or more proposals receive the same weighted result, which is the highest result, and one of the bids is by an entity controlled by a woman, the said bid will be chosen as the winner of the tender, provided that it includes, at the time of submission, the declarations and authorization as specified in section 31 herein.

### 31. Promotion of Women in Business

- 31.1 "Confirmation"** – authorization by an accountant that a certain business is controlled by a woman, and none of the following apply:
- 31.1.1 If there is an officer in the business who is not a woman - he is not a relative of the woman who possesses control.
  - 31.1.2 If a third of the Board members aren't women – they aren't relatives of the woman who possesses control.
- 31.2 "Means of control"**– as defined in the Banking Law (licensing) – 1981
- 31.3 "Possessor of control"** - An officer in a business that holds, alone or with other women, directly or indirectly, more than 50% of any type of means of control in the business.
- 31.4 "Officer"** - a general manager, a deputy general manager, an assistant general manager, a chief business manager, and any person who fulfills such a position in the business even if his title is different;
- 31.5 "Business"** - A company registered in Israel whose shares are not registered for trade on the stock exchange and has not issued to the public under a prospectus, or a partnership registered in Israel;
- 31.6 "Business controlled by woman"** - A business in which a woman possesses control, and who has, alone or together with other women, the power to direct its activity, provided that the provisions of paragraphs 1 and 2 of the definition are fulfilled;
- 31.7 "Relative"** – Spouse, sibling, offspring, and spouse of sibling, parent or offspring.
- 31.8 "Affidavit"** – Declaration of the woman in control of the business that she possesses control of the business.

If, after weighing the results of the tender, two or more proposals receive the same weighted result as the highest result, and one of the bids is a woman-controlled business, the said proposal will be chosen as the winner of the tender, provided that a Confirmation and Affidavit were submitted with the Tender at the time of submission.

## **32. Runner Up**

Upon conclusion of reviewing the Proposals, the Tender Committee may choose a second runner up. The second runner up will be the Bidder who will receive the second highest weighted score (quality and price) after the Contractor. If, for any reason, the Contractor does not complete the entire period of the contract with the Ministry and if the Ministry terminates the contract with the Contractor without executing the entire engagement period as made possible under the terms of the Tender (including possible extension periods), the Tender Committee will be entitled to inform the second runner up that it will now be engaged in provision of the services under the Tender, and to enter a contractual agreement with the Government to such effect. After signing an agreement with the second runner up, it will become the Contractor. The terms and conditions of the agreement shall rely on the terms of the Tender. For the avoidance of doubt it is hereby emphasized that the Tender Committee is

not obligated to act as specified in this section, and the decision is in its sole discretion, with the aim of obtaining the maximum advantages for the Tender.

## **G. General**

### **33. Request for Additional Information**

**33.1** The Tender Committee may require that the Bidder reveal additional full information about any matter that may not be clear to the Tender Committee from the Proposal and which it considers necessary In order to properly evaluate the Bidder and the Proposal.

**33.2** The Tender Committee may, for reasons which shall be documented in a protocol, summon the Bidder in order to clarify additional detail in the Proposal, or any other relevant information as may be required in order for it to reach a decision.

### **34. Right of Review**

34.1 In accordance with the Tender Law-1993, the participants in a Tender may request to review the Winning Proposals, except for those parts which constitute a commercial or trade secret, at the discretion of the members of the Tender Committee.

34.2 A bidder may request in advance that certain parts of his proposal remain confidential, due to their being a commercial or trade secret, while presenting reasons for the request. The request and the reasons thereto will be attached to the proposal itself. The attention of the Bidders is referred to section 25.7 above, with regard to their explicit consent to waive the right to inspect the bids of the other participants in the tender, in relation to information that is essentially identical to the information that they have designated as "trade secrets" in their own bid;

34.3 The Tender committee is solely authorized to decide what shall constitute a trade or commercial secret in this regard. A request for confidentiality, if relevant, shall be submitted to the Tender Committee. The Tender Committee decision in this matter will be final and may not be appealed.

### **35 Publication of the Contract**

35.1 In accordance with government decision 1116 of 12.29.2013 regarding publication of permits and contractual agreement between the Government and private entities (Hereinafter "the Government Decision"), the signed Contractual Agreements with the Bidder shall be published in the Central Freedom of Information website at [foi.gov.il](http://foi.gov.il), within a month from the date of signing. The Agreement shall be published in full and complete text and will include any change or addendum to the original agreement which was added after the date of signing.

- 35.2** The party to the contract, the bidder or any third party who may be harmed by publication of the service agreement may object to the publication of certain sections of the service agreement, in whole or in part, and he must clearly indicate and explain which parts may, if exposed, cause him damage, as stated in section 4 (g) of the Government Decision. **For this purpose, a Bidder who believes that he may be harmed by publication of the said service agreement shall submit his objection, together with a letter of explanation, along with the submission of his Proposal for this Tender, upon its last date of its submission. It is not mandatory to do so, but in the event that the Bidder refrains from submitting his objection to publication of the Contract Agreement under the tender, in a format similar to that included as Annex O included herein, it will be deemed as though the Bidder announced that he has no objection to publication of the Contract Agreement with him in case he is awarded the Tender.**
- 35.3** The Ministry, through the Tenders Committee, may override the objection of a Party to the service agreement, the Bidder or a third party, if it finds that there is no exception at law restricting publication of the Agreement, or if it is convinced that under the circumstances the weight of the public interest in disclosing the information exceeds the potential expected damage to the private entity as a result of the publication of the information. If the Ministry decides to reject the objection, it shall give notice thereof in a reasoned written decision and shall inform the objector that it may appeal against this decision within 21 days as stated in section 4 (g) of the Government Decision. No information will be published whose publication is controversial before the period for submission of a petition has passed.

## **36. Jurisdiction**

The exclusive local jurisdiction in all matters relating to this Tender is subject to the authorized courts in Israel, solely in the City of Jerusalem.

## **37. General Terms**

- 37.1** The Ministry of Transport shall select the Proposals in accordance with the criteria as set forth in section 28 and as described in the process for examining Proposals as specified therein.
- 37.2** The Ministry of Transport is not obligated to select the lowest price Proposal or any other Proposal whatsoever.
- 37.3** The Ministry reserves the right to refrain from ordering any work and / or refusing to accept an expert or a particular employee, based on a conflict of interests between the expert and the special subject of the services, or on the grounds of professional or any other incompatibility;
- 37.4** The Ministry reserves the right to cancel the Tender;
- 37.5** The Tender Committee may summon Bidders for an interview at its sole discretion.

**38. List of Annexes to the Tender (which constitute an integral part thereto)**

<b>Annex A</b>	<b>Form for Bidder Information and Commitment to Provide Service and to Recruit additional experts if so required</b>
<b>Annex B</b>	<b>Attorney Confirmation of Incorporation and Signatories</b>
<b>Annex C</b>	<b>Declaration according to Public Bodies Transaction Law - 1976</b>
<b>Annex D</b>	<b>Void</b>
<b>Annex E1</b>	<b>Detailed Bidder Experience for Threshold Requirements</b>
<b>Annex E2</b>	<b>Detailed Bidder Experience for Scoring</b>
<b>Annex F1</b>	<b>Team Leader Information</b>
<b>Annex F2</b>	<b>Summary of Team Leader Experience Information for purpose of Threshold Requirements</b>
<b>Annex F3</b>	<b>Summary of Team Leader Experience for Scoring</b>
<b>Annex G1</b>	<b>Information for Team Member Information for Airport Operations Consulting</b>
<b>Annex G2</b>	<b>Summary of Team Member for Airport Operations Consulting Information for purpose of Threshold Requirements</b>
<b>Annex G3</b>	<b>Summary of Team Member for Airport Operations Consulting Information for Scoring</b>
<b>Annex G1</b>	<b>Information for Team Member for Airport Infrastructure Consulting</b>
<b>Annex G2</b>	<b>Summary of Team Member for Airport Infrastructure Consulting Information for purpose of Threshold Requirements</b>
<b>Annex G3</b>	<b>Summary of Team Member for Airport Infrastructure Consulting Information for Threshold Requirements</b>
<b>Annex I1</b>	<b>Information for Team Member for Airport Financial Consulting</b>
<b>Annex I2</b>	<b>Summary of Team Member for Airport Financial Consulting Information for purpose of Threshold Requirements</b>
<b>Annex I3</b>	<b>Summary of Team Member for Airport Financial Consulting Information for Scoring</b>
<b>Annex J1</b>	<b>Information for Israeli Representative</b>
<b>Annex J2</b>	<b>Summary of Israeli Representative Information for purpose of Threshold Requirements</b>

<b>Annex J3</b>	<b>Summary of Israeli Representative Information for Scoring</b>
<b>Annex K1</b>	<b>Declaration of the Bidder, Authorized by an Attorney, indicating Lack of Criminal Record</b>
<b>Annex K2</b>	<b>Affidavit for each Proposed Team Member, Authorized by an Attorney, indicating Lack of Criminal Record</b>
<b>Annex L1</b>	<b>Declaration of the Bidder indicating Lack of Conflict of Interests, Authorized by an Attorney, signed by Bidder's Signatory</b>
<b>Annex L2</b>	<b>Affidavit of the Team Leader and each of the Team Members, authorized by an Attorney, indicting lack of Conflict of Interests</b>
<b>Annex M1</b>	<b>A commitment to provide services and cooperation - signed by the authorized signatory of the Bidder</b>
<b>Annex M2</b>	<b>A commitment to provide services and cooperation - Signed by the Team Leader and each of the proposed Team Members</b>
<b>Annex N1</b>	<b>Declaration of Confidentiality - Signed by the Authorized Signatory of the Bidder</b>
<b>Annex N2</b>	<b>Declaration of Confidentiality - Signed by the Team Leader and each of the proposed Team Members</b>
<b>Annex O</b>	<b>Sample Contract Agreement, Initialed by the Bidder</b>
<b>Annex P</b>	<b>Price Proposal – in a sealed envelope</b>
<b>Annex Q</b>	<b>Confirmation of Insurance Policies</b>

**Annex A**

**Form for Bidder Information**

Following re the Bidders Details:

1	Company Name	
2	Identification Number	
3	Company address	
4	Date of Incorporation as registered with formal Registrar	
5	Names of owners / partners	
6	Names of signatories	
7	CEO	
8	Office phone number	
9	Contact person for Tender	
10	Cell phone	
11	Fax number	
12	Email	
	-Incorporation documents attached	

I hereby undertake to comply with all the terms of the engagement and to provide the consultancy services requested by the Supervisor through the consultants proposed on my behalf and to provide the additional consultants as stated in Section 11.4 to the Tender documents, including their arrival in Israel for the purpose of providing the services.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Names of Signatories

\_\_\_\_\_  
Signature and Stamp



**Annex C: Declaration according to Law for Public Body Transactions – 1976**

I the undersigned, \_\_\_\_\_ bearer of \_\_\_\_\_ (I.D. / Passport Number) having been forewarned that I am to affirm the truth and that I will be subject to the penalties imposed by Law if I do not do so, hereby affirm in writing as follows:

I give this affidavit on behalf of \_\_\_\_\_ who is the Bidder (hereinafter "the Bidde"), who wishes to eneter into Contract with the Ministry of Transport and Public Safety in provision of the Services as specified in **Public Tender 18/19 for Provision of Financial, Engineering and Operational Consulting and Monitoring Services for Aviation Projects** .

I hereby declare that I am authorized to make this affidavit on behalf of the Bidder.

In this affidavit – "**related entity**" – as defined in the Public Bodies Transaction Law, 5751-1976 (hereinafter Public Bodies Transaction Law). I confirm that the meaning of this term was explained to me and I understand it.

The meaning of the word "felony" - Foreign Workers (Prohibition of Unlawful Employment and Assurance of Fair Conditions) Law, 5751 – 1991 or Minimum Wages Law – 1987, and as far as transaction for the provision of services as defined in section 2 of the Law for Increased Enforcement of aborlaws-2011 – also any offense related to any of the Laws listed in the third addendum to said Law.

The Bidder is a corporation registered in Israel.

**[Check the relevant box] -**

1.  Neither the Bidder nor its related Entities have **not been convicted** of more than two (2) felonies prior to the submission of the Bid in **Public Tender 18/19 for Provision of Financial, Engineering and Operational Consulting and Monitoring Services for Aviation Projects**

2.  The Bidder's and or its related Entities **were convicted** by court of law in more than two felonies, and **at least one year** has passed since the last conviction ,prior to the submission of the Bid.

The Bidder's and or its related Entities **were convicted** by court of law in more than two felonies, and **at least one year has not passed** since the last conviction, prior to the submission of the Bid.

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

\_\_\_\_\_ Date

\_\_\_\_\_ Name

\_\_\_\_\_ Stamp and signature

Attorney Confirmation

I, the undersigned \_\_\_\_\_ Adv. having my principal office at \_\_\_\_\_ confirm that on \_\_\_\_\_ appeared before me Mr. / Ms. \_\_\_\_\_ who identified himself [herself] by \_\_\_\_\_ [I.D / Passport Number], and after I forewarned him [her] that he [she] is to affirm the truth and that he [she] will be subject to the penalties imposed by Law if he [she] does not do so, confirmed the truth of this affidavit and signed the affidavit in my presence.

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

\_\_\_\_\_  
**License number**

\_\_\_\_\_  
**Stamp and Signature**

**Description of Bidder Experience for Compliance with Threshold Conditions**

- a. The bidder's experience, as required in section 6.5 of the tender documents, must be demonstrated in the provision of consulting or monitoring services, including at least two or more of the following areas: planning, construction or operation of an airport or aviation related project management, during the fifteen (15) years preceding submission of the Proposal. Bidder must specify the relevant documents in the offer that attest to the provision of these services.

<b>Project number</b>	<b>Description and content of services</b>	<b>Area of services (mark fields relevant to bidder's experience)</b>	<b>Details and passenger capacity about airport for which service was provided</b>	<b>Role of Bidder in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
1		Airport Planning  Airport construction					

		Airport operations					
		Airport project management					
2		Airport Planning					
		Airport construction					
		Airport operations					
		Airport project management					
3		Airport Planning					
		Airport construction					
		Airport operations					

		Airport project management					
4		Airport Planning  Airport construction  Airport operations  Airport project management					
5		Airport Planning  Airport construction  Airport operations  Airport project management					

**Description of Bidder Experience for Compliance with Threshold Conditions**

- b. The bidder's experience as required in section 6.6 of the tender documents in Consultation or Monitoring, during the fifteen (15) years preceding the submission of the bid, in two or more of the following areas: airport planning, construction, operations management, of an airport in at least consultation or monitoring project for an airport operator or for an airport regulator for international airports outside Israel, in which passenger traffic for 2018 was exceeded 10 million passengers:

<b>Project number</b>	<b>Description and content of services consultation or monitoring (clearly mark whether consultation or monitoring and whether for</b>	<b>Area of services (mark fields relevant to bidder's experience)</b>	<b>Details and passenger capacity about airport for which service was provided</b>	<b>Role of Bidder in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>

	<b>an airport operator or regulator in charge of airports)</b>						
1	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator  For airport regulator	Airport Planning  Airport construction  Airport operations  Airport project management					
2	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator	Airport Planning  Airport construction  Airport operations					

	For airport regulator	Airport project management					
3	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator  For airport regulator	Airport Planning  Airport construction  Airport operations  Airport project management					
4	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator	Airport Planning  Airport construction  Airport operations					

	For airport regulator	Airport project management					
5	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator  For airport regulator	Airport Planning  Airport construction  Airport operations  Airport project management					

**Annex E1**

**Description of Bidder Experience for Compliance with Threshold Conditions**

- c. Please describe the Bidder's experience in accordance with the requirements in section 6.6 of the Tender Documents, in consultation or monitoring in two or more of the following areas: airport planning, airport construction, airport operations or management of an airport.

Bidder's experience during the fifteen (15) years preceding submission of the Proposal, in accordance with Section 6.6 of the Tender Documents, in Consultation or Monitoring, shall be demonstrated in two or more of the following areas: airport planning, airport construction, airport operations or airport management in at least one (1) project of consultation or monitoring for an airport operator or for an airport regulator for an airport in which passenger traffic for 2018 was under 10 million passengers.

<b>Project number</b>	<b>Description and content of services consultation or monitoring (clearly mark whether consultation or monitoring and whether for</b>	<b>Area of services provided (mark fields relevant to bidder's experience)</b>	<b>Details and passenger capacity about airport for which service was provided</b>	<b>Role of Bidder in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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	<b>an airport operator or regulator in charge of airports)</b>						
1	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator  For airport regulator	Airport Planning  Airport construction  Airport operations  Airport project management					
2	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator	Airport Planning  Airport construction  Airport operations					

	For airport regulator	Airport project management					
3	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator  For airport regulator	Airport Planning  Airport construction  Airport operations  Airport project management					
4	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator	Airport Planning  Airport construction  Airport operations					

	For airport regulator	Airport project management					
5	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator  For airport regulator	Airport Planning  Airport construction  Airport operations  Airport project management					

\_\_\_\_\_

Date

\_\_\_\_\_

Signatories on behalf of the Bidder

\_\_\_\_\_

Signature and stamp

(Please attach separate and detailed sheet in accordance with format in this annex)

**Bidder Information for Purpose of Scoring the Quality of Proposal**

Please describe Bidder Experience as specified in Section 28.4.1 of the Tender Documents.

- a. Bidder experience beyond the prerequisite conditions in Section 6.5, in provision of the Services in the following areas: planning, consulting, constructing or operating airports or aviation related project management or monitoring aviation related projects, during the fifteen (15) years preceding submission of the Proposal. Bidder will specify location of relevant documents in the Proposal indicating said services.

<b>Project number</b>	<b>Description and content of services</b>	<b>Area of services provided (mark fields relevant to bidder's experience)</b>	<b>Role of Bidder in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
1	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u>	Airport Planning  Airport construction  Airport operations				

	For airport operator  For airport regulator	Aviation related project management  Aviation related project monitoring  <b>Beyond the 2 areas as required in prerequisite condition 6.5</b>				
2	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator  For airport regulator	Airport Planning  Airport construction  Airport operations  Aviation related project management  Aviation related project monitoring  <b>Beyond the 2 areas as required in prerequisite condition 6.5</b>				

3	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator  For airport regulator	Airport Planning  Airport construction  Airport operations  Aviation related project management  Aviation related project monitoring  <b>Beyond the 2 areas as required in prerequisite condition 6.5</b>				
4	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator	Airport Planning  Airport construction  Airport operations  Aviation related project management				

	For airport regulator	Aviation related project monitoring  <b>Beyond the 2 areas as required in prerequisite condition 6.5</b>				
5	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator  For airport regulator	Airport Planning  Airport construction  Airport operations  Aviation related project management  Aviation related project monitoring  <b>Beyond the 2 areas as required in prerequisite condition 6.5</b>				

\_\_\_\_\_ Date

\_\_\_\_\_ Signatories on behalf of the Bidder

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

**Bidder Information for Purpose of Scoring the Quality of Proposal**

- b. The Bidder's experience beyond the prerequisite conditions of section 6.6 of the tender documents in Consultation or Monitoring, during the fifteen (15) years preceding the submission of the bid, in two or more of the following areas: airport planning, construction, operations or management, of an airport in at least consultation or monitoring project for an airport operator or for an airport regulator for international airports outside Israel, in which passenger traffic for 2018 was exceeded 10 million passengers, and at least one (1) project of consultation or monitoring for an airport operator or for an airport regulator for an airport in which passenger traffic for 2018 was under 10 million passengers. Bidder will indicate location of the relevant documents indicating such services, in the Tender Documents.

<b>Project number</b>	<b>Description and content of services Consulting or Monitoring (clearly mark whether consultation or monitoring and whether for an airport operator or regulator in</b>	<b>Area of services provided (mark fields relevant to bidder's experience)</b>	<b>Role of Bidder in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>

	charge of airports)					
1	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator  For airport regulator	Airport Planning  Airport construction  Airport operations  Airport management  International airports outside of Israel in which passenger traffic for 2018 was exceeded 10 million passengers - <b>Beyond the 1 project as required in prerequisite condition 6.6.1</b>  And an airport in which passenger				

		traffic for 2018 was under 10 million passengers – <b>beyond the project required in prerequisite condition 6.6.2</b>				
2	<u>Consulting</u> For airport operator  For airport regulator  <u>Monitoring</u> For airport operator  For airport regulator	Airport Planning  Airport construction  Airport operations  Airport management  International airports outside of Israel in which passenger traffic for 2018 was exceeded 10 million passengers - <b>Beyond the 1 project as required in</b>				

		<p><b>prerequisite condition 6.6.1</b></p> <p>And an airport in which passenger traffic for 2018 was under 10 million passengers – <b>beyond the project required in prerequisite condition 6.6.2</b></p>				
3	<p><u>Consulting</u> For airport operator</p> <p>For airport regulator</p> <p><u>Monitoring</u> For airport operator</p> <p>For airport regulator</p>	<p>Airport Planning</p> <p>Airport construction</p> <p>Airport operations</p> <p>Airport management</p> <p>International airports outside of Israel in which passenger traffic for 2018 was exceeded 10</p>				

		<p>million passengers</p> <p>-</p> <p><b>Beyond the 1 project as required in prerequisite condition 6.6.1</b></p> <p>And an airport in which passenger traffic for 2018 was under 10 million passengers – <b>beyond the project required in prerequisite condition 6.6.2</b></p>				
4	<p><u>Consulting</u> For airport operator</p> <p>For airport regulator</p> <p><u>Monitoring</u> For airport operator</p>	<p>Airport Planning</p> <p>Airport construction</p> <p>Airport operations</p> <p>Airport management</p> <p>International airports outside of</p>				

	For airport regulator	<p>Israel in which passenger traffic for 2018 was exceeded 10 million passengers</p> <p>-</p> <p><b>Beyond the 1 project as required in prerequisite condition 6.6.1</b></p> <p>And an airport in which passenger traffic for 2018 was under 10 million passengers</p> <p>– <b>beyond the project required in prerequisite condition 6.6.2</b></p>				
5	<p><u>Consulting</u></p> <p>For airport operator</p> <p>For airport regulator</p> <p><u>Monitoring</u></p>	<p>Airport Planning</p> <p>Airport construction</p> <p>Airport operations</p>				

	For airport operator	Airport management				
	For airport regulator	International airports outside of Israel in which passenger traffic for 2018 was exceeded 10 million passengers - <b>Beyond the 1 project as required in prerequisite condition 6.6.1</b>  And an airport in which passenger traffic for 2018 was under 10 million passengers – <b>beyond the project required in prerequisite condition 6.6.2</b>				

\_\_\_\_\_

Date

\_\_\_\_\_

Signatories on behalf of the Bidder

\_\_\_\_\_

Signature and stamp

## Annex F1

### Information for Proposed Team Leader and Detailed Summary of Experience for Purpose of Compliance with Prerequisite Conditions

#### 1. Team Leader Details

1.1	Name of Team Leader	
1.2	Id. Number	
1.3	Home Address	
1.4	Office Phone	
1.5	Cell phone	
1.6	Fax	
1.7	Email	
1.8	Company by which Team Leader is employed	
1.9	Registration number of the Company by which Team Leader is employed	
1.10	Academic Education – Name of academic institute from which degree was awarded, and date of eligibility in months and years	

**2. Description of Experience and details for Purpose of Compliance with Prerequisite Conditions**

2.1 **For compliance with the requirements of section 6.7** – The proposed Team Leader has experience of \_\_\_\_\_ years during the fifteen (15) years preceding submission of the Proposal, as a manager / team leader (cross out whichever is not relevant) \_\_\_\_\_, which included \_\_\_\_\_ employees / consultants in at least one of the following areas:  
Consulting \_\_\_\_\_ years \_\_\_\_\_ months or  
Monitoring \_\_\_\_\_ years \_\_\_\_\_ months or  
Project planning \_\_\_\_\_ years \_\_\_\_\_ months for an airport operator or regulator in charge of airports – total of \_\_\_\_\_ years \_\_\_\_\_ months ; In this context – a airport refers to an international airport outside of Israel.

2.2 Attached is the CV of the proposed Team Leader, on pages \_\_\_\_\_ of the Proposal.

2.3 The relevant experience was gained during projects numbered \_\_\_\_\_ in the chart in Annex F2 to the Tender Documents, on page \_\_\_\_\_.

2.4 Documents/certificates regarding provision of the above services, on pages \_\_\_\_\_ of the Proposal.

2.5 Details for References with whom the information herein can be verified, on pages \_\_\_\_\_ of the Proposal.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signatories on behalf of the Bidder

\_\_\_\_\_  
Bidder Stamp

\_\_\_\_\_  
Team Leader Signature

**Annex F2**

**Description of Team Leader in Provision of Aviation Related Financial, Engineering and Operational consulting and monitoring services for the purpose of Compliance with Threshold Requirements**

- a. Describe the Team Leader's experience as required for section 6.7 of the Tender Documents as a manager/team leader of a team consisting of at least 5 employees / consultants in one or more of the following areas:  
 Consulting or monitoring or planning projects for an airport operator or for a regulator in charge of airports. In this context – an airport refers to an international airport outside of Israel.  
 Please indicate the location of the documents in the proposal that support the following services:.

<b>Project number</b>	<b>Description and content of services</b>	<b>Area of services provided (mark fields relevant to team leader's experience)</b>	<b>Role of Team Leader in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
1		Consulting  Monitoring  Project planning				

		Consulting Monitoring Project planning				
2		Consulting Monitoring Project planning				
3		Consulting Monitoring Project planning				
4		Consulting Monitoring Project planning				

5		Consulting Monitoring Project planning				

\_\_\_\_\_  
Date

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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Leader Signature

**Description of Team Leader Experience for Purpose of Quality Scoring**

- a. Describe the experience of the Team Leader as specified in section 28.4.2 of the Tender Documents, beyond what is required in the prerequisite conditions in section 6.7, as far as years of managing a team of employees consisting of at least 5 employees / consultants, in at least one of the following areas: Consulting or monitoring or project planning for an airport operator or a regulator in charge of airports (in this context – an airport meaning an international airport outside of Israel), during the fifteen (15) years preceding the submission of the Proposal. Please indicate the location of the documents in the proposal that support the following services:

<b>Project number</b>	<b>Description and content of services</b>	<b>Area of services provided (mark fields relevant to Team Leader's experience)</b>	<b>Role of Team Leader in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
1		Consulting for airport operator or regulator for an international airport outside of Israel  Monitoring for airport operator or				

		<p>regulator for an international airport outside of Israel</p> <p>Project planning for airport operator or regulator for an international airport outside of Israel</p> <p><b>Beyond the requirements of section 6.7</b></p>				
2		<p>Consulting for airport operator or regulator for an international airport outside of Israel</p> <p>Monitoring for airport operator or regulator for an international airport outside of Israel</p> <p>Project planning for airport operator or</p>				

		<p>regulator for an international airport outside of Israel</p> <p><b>Beyond the requirements of section 6.7</b></p>				
3		<p>Consulting for airport operator or regulator for an international airport outside of Israel</p> <p>Monitoring for airport operator or regulator for an international airport outside of Israel</p> <p>Project planning for airport operator or regulator for an international airport outside of Israel</p>				

		<b>Beyond the requirements of section 6.7</b>				
4		<p>Consulting for airport operator or regulator for an international airport outside of Israel</p> <p>Monitoring for airport operator or regulator for an international airport outside of Israel</p> <p>Project planning for airport operator or regulator for an international airport outside of Israel</p> <p><b>Beyond the requirements of section 6.7</b></p>				

5		<p>Consulting for airport operator or regulator for an international airport outside of Israel</p> <p>Monitoring for airport operator or regulator for an international airport outside of Israel</p> <p>Project planning for airport operator or regulator for an international airport outside of Israel</p> <p><b>Beyond the requirements of section 6.7</b></p>				

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Date

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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Leader Signature

**Description of Team Leader Experience for Purpose of Quality Scoring**

- b. Describe the Team Leader's experience as specified in section 28.4.2 of the Tender Documents, as regards years of managerial experience as a team Leader beyond what is required in the prerequisite conditions in section 6.7, describing projects in which he gained managerial experience as a Team Leader in projects involving consulting or monitoring or airport planning for an airport operator or a regulator in charge of airports, outside of Israel, in which passenger traffic in 2018 was exceeded 10 million passengers, and list the variety of countries in which the service was provided, outside Israel, during the fifteen (15) years preceding the submission of the Proposal.

Please indicate the location of the documents in the proposal that support the following services:

<b>Project number</b>	<b>Description and content of services</b>	<b>Area of services provided - managerial experience as a Team Leader in projects of consulting, monitoring or planning of Airports in which passenger traffic in 2018 was exceeded 10 million passengers (mark fields relevant to team leader's experience)</b>	<b>Countries in which Service was Provided</b>	<b>Role of Team Leader in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
1		Consulting for airport operator or regulator for an international airport outside of Israel  Monitoring for airport operator or regulator for an					

		<p>international airport outside of Israel</p> <p>Project planning for airport operator or regulator for an international airport outside of Israel</p>					
2		<p>Consulting for airport operator or regulator for an international airport outside of Israel</p> <p>Monitoring for airport operator or regulator for an international airport outside of Israel</p> <p>Project planning for airport operator or regulator for an international airport outside of Israel</p>					
3		<p>Consulting for airport operator or regulator for an international airport outside of Israel</p>					

		<p>Monitoring for airport operator or regulator for an international airport outside of Israel</p> <p>Project planning for airport operator or regulator for an international airport outside of Israel</p>					
4		<p>Consulting for airport operator or regulator for an international airport outside of Israel</p> <p>Monitoring for airport operator or regulator for an international airport outside of Israel</p> <p>Project planning for airport operator or regulator for an international airport outside of Israel</p>					
5		<p>Consulting for airport operator or regulator for an</p>					

		<p>international airport outside of Israel</p> <p>Monitoring for airport operator or regulator for an international airport outside of Israel</p> <p>Project planning for airport operator or regulator for an international airport outside of Israel</p>					

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Date

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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Leader Signature

**Annex G1**

**Information for Proposed Team Member for Airport Operations Consulting, proposed for provision of services and Detailed summary of experience for purpose of Compliance with Prerequisite Conditions**

**1. Information of Airport Operations Team Member**

1.1	Name of Proposed Team Member for airport operation consulting	
1.2	Id. Number	
1.3	Home Address	
1.4	Office Phone	
1.5	Cell phone	
1.6	Fax	
1.7	Email	
1.8	Company by which Team Member is employed	
1.9	Registration number of the Company by which Team Member is employed	
1.10	Academic Education – Name of academic institute from which degree was awarded, and date of eligibility in months and years	

## 2. Detailed experience and information for compliance with threshold requirements

- 2.1 **For compliance with the requirements of section 6.8.1.1**– The proposed Team Member for consulting on airport operations, has experience of \_\_\_\_\_ years during the fifteen (15) years preceding submission of the Proposal, in consulting in at least one of the following:
- 2.1.1 Operation of international airports outside of Israel - \_\_\_\_\_years, \_\_\_\_\_months
  - 2.1.2 Complex systems for operation of international airports outside of Israel - \_\_\_\_\_years, \_\_\_\_\_months
  - 2.1.3 Maintenance in projects related to international airports outside of Israel - \_\_\_\_\_ years, \_\_\_\_\_months
- 2.2 **For compliance with section 6.8.1.2** – Proposed Team Member for consulting in the area of airport operations will demonstrate experience in providing consulting services for airport operations, during the preceding fifteen (15) years that preceded the submission of the Proposal, in \_\_\_\_\_ projects for international airport outside of Israel, in which passenger traffic in 2018 was exceeded 10 million.
- 2.3 **For compliance with section 6.8.1.3** – the Proposed Team Member for consulting in airport operations will demonstrate experience in providing consulting services for airport operations, during the fifteen (15) years, in \_\_\_\_\_ projects for airports in which passenger traffic in 2018 was under 10 million
- 2.4 Attached is the CV of the proposed Team Member for consulting in airport operations, on pages\_\_\_\_\_ of the Proposal.
- 2.5 The relevant experience was gained during project/s numbered\_\_\_\_\_ in the chart in Annex G2 to the Tender Documents, on page \_\_\_\_\_.
- 2.6 Documents/certificates regarding provision of the above services, on pages \_\_\_\_\_ of the Proposal.
- 2.7 Details for References with whom the information herein can be verified, on pages \_\_\_\_\_ of the Proposal.

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Date

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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Member Signature

**Annex G2**

**Detailed Experience of Team Member for Airport Operations Consulting for Purpose of Threshold Qualification**

- a. Describe the experience of the Team Member proposed for airport operations consulting, as specified in section 6.8.1.1 of the Tender Documents, in consulting in one or more of the following fields (cross out those which are irrelevant): Operation of international airports outside of Israel, complex systems for operation of international airports outside of Israel, or maintenance in projects related to international airports outside of Israel. Include a list of the countries outside Israel in which service were provided, during the fifteen years preceding submission of Proposals, and please indicate the location of the documents in the proposal that support the following services.

<b>Project number</b>	<b>Description and content of services</b>	<b>Area of services provided for international airports outside Israel (mark fields relevant to bidder's experience)</b>	<b>Role of Bidder in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>List of countries in which consulting services were provided</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
1		Airport Operations  Complex systems for airport operation					

		Maintenance in airport related projects					
2		Airport Operations  Complex systems for airport operation  Maintenance in airport related projects					
3		Airport Operations  Complex systems for airport operation  Maintenance in airport related projects					

4		Airport Operations  Complex systems for airport operation  Maintenance in airport related projects					
5		Airport Operations  Complex systems for airport operation  Maintenance in airport related projects					

Date

Signatories on behalf of the Bidder

Bidder Stamp

Team Leader Signature

**Annex G2**

**Detailed Experience of Team Member for Airport Operations Consulting for Purpose of Threshold Qualification**

- b. Describe the experience of the proposed Team Member for Airport Operations Consulting, as required in section 6.8.1.2 of the Tender Documents, in providing consulting services for airport operations during the preceding fifteen (15) years, in projects for international airports outside of Israel in which passenger traffic in 2018 was exceeded 10 million. Please specify the location of the relevant documents in the proposal, indicating the provision of the following services:

<b>Project number</b>	<b>Description and content of services provided for international airports outside of Israel in which passenger traffic in 2018 was exceeded 10 million</b>	<b>Role of Bidder in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Date

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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Member Signature

**Annex G2**

**Detailed Experience of Team Member for Airport Operations Consulting for Purpose of Threshold Qualification**

- c. Describe the experience of the proposed Team Member for Airport Operations Consulting, as required in section 6.8.1.3 of the Tender Documents, in providing consulting services for airport operations during the preceding fifteen (15) years, in projects for airports in which passenger traffic in 2018 was under 10 million. Please specify the location of the relevant documents in the proposal, indicating the provision of the following services:

<b>Project number</b>	<b>Description and content of services provided for airports in which passenger traffic in 2018 was under 10 million</b>	<b>Role of Bidder in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Member Signature

**Annex G3**

**Description of Experience of Team Member for Airport Operation Consulting, for Purpose of Quality Scoring**

- a. Describe the experience of the Team Member for the area of airport operation, as specified in section 28.4.3 of the Tender Documents, beyond what is required in the prerequisite conditions in section 6.8.1.1, as far as years of consulting in one of the following areas: Operation of international airports outside of Israel, Complex systems for operating international airports outside of Israel or maintenance in project related to international airports outside of Israel, during the fifteen (15) years preceding the submission of the Proposal. Please indicate the location of the documents in the proposal that support the following services:

<b>Project number</b>	<b>Description and content of services</b>	<b>Area of services provided to an international airport outside of Israel (mark fields relevant to team member's experience)</b>	<b>Role of Team Member in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
1		Airport Operations  Complex systems for airport operation  Maintenance in airport related projects				

2		<p>Airport Operations</p> <p>Complex systems for airport operation</p> <p>Maintenance in airport related projects</p>				
3		<p>Airport Operations</p> <p>Complex systems for airport operation</p> <p>Maintenance in airport related projects</p>				
4		<p>Airport Operations</p> <p>Complex systems for airport operation</p> <p>Maintenance in airport related projects</p>				
5		Airport Operations				

		<p>Complex systems for airport operation</p> <p>Maintenance in airport related projects</p>				

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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Leader Signature

**Annex G3**

**Description of Experience of Team Member for Airport Operation Consulting, for Purpose of Quality Scoring**

- b. Describe the experience of the proposed Team Member for Airport Operations Consulting, as required in section 28.4.3 of the Tender Documents, beyond the prerequisite requirements of Section 6.8.1.2, in providing operations consulting services for airport operations during the preceding fifteen (15) years, in projects for international airports outside of Israel in which passenger traffic in 2018 was exceeded 10 million. Please specify the location of the relevant documents in the proposal, indicating the provision of the following services:

<b>Project number</b>	<b>Description and content of services provided for airports in which passenger traffic in 2018 was exceeded 10 million</b>	<b>Role of Bidder in project</b>	<b>List of countries in which services were provided</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Date

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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Member Signature

**Annex G3**

**Description of Experience of Team Member for Airport Operation Consulting, for Purpose of Quality Scoring**

- c. Describe the experience of the proposed Team Member for Airport Operations Consulting, as required in section 28.4.3 of the Tender Documents, beyond the prerequisite requirements of Section 6.8.1.3, in providing operations consulting services for airport operations during the preceding fifteen (15) years, in projects for airports in which passenger traffic in 2018 was under 10 million. Please specify the location of the relevant documents in the proposal, indicating the provision of the following services:

<b>Project number</b>	<b>Description and content of services provided for airports in which passenger traffic in 2018 was under 10 million</b>	<b>Role of Bidder in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Date

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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Member Signature

## Annex H1

### Information for Proposed Team Member for Airport Infrastructure Consulting, proposed for provision of services and Detailed summary of experience for purpose of Compliance with Prerequisite Conditions

#### 1. Information of Airport Infrastructure Team Member

1.1	Name of Proposed Team Member for airport infrastructure consulting	
1.2	Id. Number	
1.3	Home Address	
1.4	Office Phone	
1.5	Cell phone	
1.6	Fax	
1.7	Email	
1.8	Company by which Team Member is employed	
1.9	Registration number of the Company by which Team Member is employed	
1.10	Academic Education – Name of academic institute from which degree was awarded, and date of eligibility in months and years	

**2. Detailed experience and information for compliance with threshold requirements**

- 2.1 **For compliance with the requirements of section 6.8.2.1**– The proposed Team Member for consulting on airport infrastructure, has experience of \_\_\_\_\_ years during the fifteen (15) years preceding submission of the Proposal, in consulting in at least one of the following (cross out what's not relevant):
  - 2.1.1 Consulting for planning infrastructure of international airports outside of Israel - \_\_\_\_\_years, \_\_\_\_\_months
  - 2.1.2 Consulting in construction / expansion of i infrastructure of international airports outside of Israel- \_\_\_\_\_years, \_\_\_\_\_months
- 2.2 **For compliance with section 6.8.2.2** – Infrastructure consulting in \_\_\_\_\_ projects, during the fifteen (15) years preceding submission of Proposals, for international airports outside of Israel, in which passenger traffic in 2018 was exceeded 10 million.
- 2.3 **For compliance with section 6.8.2.3** – Infrastructure consulting in \_\_\_\_\_ projects, during the fifteen (15) years preceding submission of Proposals, for international airports outside of Israel, in which passenger traffic in 2018 was under 10 million.
- 2.4 Attached is the CV of the proposed Team Member for consulting in airport operations, on pages\_\_\_\_\_ of the Proposal.
- 2.5 The relevant experience was gained during project/s numbered\_\_\_\_\_ in the chart in Annex G2 to the Tender Documents, on page \_\_\_\_\_.
- 2.6 Documents/certificates regarding provision of the above services, on pages \_\_\_\_\_ of the Proposal.
- 2.7 Details for References with whom the information herein can be verified, on pages \_\_\_\_\_ of the Proposal.

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Date                      Signatories on behalf of the Bidder                      Bidder Stamp                      Team Member Signature

**Annex H2**

**Detailed Experience of Team Member for Airport Infrastructures Consulting for Purpose of Threshold Qualification**

- a. Describe the experience of the Team Member proposed for airport infrastructure consulting, as specified in section 6.8.2.1 of the Tender Documents, in consulting in one or more of the following fields:

Consulting in planning infrastructure for international airports outside of Israel, or consulting in the area of constructing infrastructure for international airports outside of Israel, or expansion of infrastructure of international airports outside of Israel, during the 15 eards preceding submission of Proposals, and please indicate the location of the documents in the proposal that support the following services.

<b>Project number</b>	<b>Description and content of services</b>	<b>Area of services provided for international airports outside Israel (mark fields relevant to bidder's experience)</b>	<b>Role of Bidder in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
1		Airport infrastructure planning  Airport infrastructure construction				

		Airport infrastructure extension				
2		Airport infrastructure planning Airport infrastructure construction Airport infrastructure extension				
3		Airport infrastructure planning Airport infrastructure construction Airport infrastructure extension				
4		Airport infrastructure planning Airport infrastructure construction				

		Airport infrastructure extension				
5		Airport infrastructure planning Airport infrastructure construction Airport infrastructure extension				

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Date

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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Leader Signature

**Annex H2**

**Detailed Experience of Team Member for Airport Operations Consulting for Purpose of Threshold Qualification**

b. Describe the experience of the proposed Team Member for Airport Infrastructure Consulting, as required in section 6.8.2.2 of the Tender Documents, in providing consulting services for airport infrastructure during the preceding fifteen (15) years, in projects for international airports outside of Israel in which passenger traffic in 2018 was exceeded 10 million. Please specify the location of the relevant documents in the proposal, indicating the provision of the following services:

<b>Project number</b>	<b>Description and content of services provided for international airports outside of Israel in which passenger traffic in 2018 was exceeded 10 million</b>	<b>Role of Bidder in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Date

Signatories on behalf of the Bidder

Bidder Stamp

Team Member Signature

**Annex H2**

**Detailed Experience of Team Member for Airport Infrastructure Consulting for Purpose of Threshold Qualification**

- c. Describe the experience of the proposed Team Member for Airport Infrastructure Consulting, as required in section 6.8.2.3 of the Tender Documents, in providing consulting services for airport infrastructure during the preceding fifteen (15) years, in projects for in which passenger traffic in 2018 was under 10 million. Please specify the location of the relevant documents in the proposal, indicating the provision of the following services:

<b>Project number</b>	<b>Description and content of services provided for airports in which passenger traffic in 2018 was under 10 million</b>	<b>Role of Bidder in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Date

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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Member Signature

**Annex H3**

**Description of Experience of Team Member for Airport Infrastructure Consulting, for Purpose of Quality Scoring**

- a. Describe the experience of the Team Member for the area of airport infrastructure, as specified in section 28.4.4 of the Tender Documents, beyond what is required in the prerequisite conditions is section 6.8.2.1, as far as years of consulting in one of the following areas:

Infrastructure planning for international airports outside of Israel, Construction or expansion of international airport infrastructure outside of Israel during the fifteen (15) years preceding the submission of the Proposal.

Please indicate the location of the documents in the proposal that support the following services:

<b>Project number</b>	<b>Description and content of services</b>	<b>Area of services provided to an international airport outside of Israel (mark fields relevant to team member's experience)</b>	<b>Role of Team Member in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
1		Infrastructure planning for international airports outside Israel				

		<p>Construction of international airports outside Israel</p> <p>Extension of international airports outside Israel</p>				
2		<p>Infrastructure planning for international airports outside Israel</p> <p>Construction of international airports outside Israel</p> <p>Extension of international airports outside Israel</p>				
3		<p>Infrastructure planning for international</p>				

		airports outside Israel				
		Construction of international airports outside Israel				
		Extension of international airports outside Israel				
4		Infrastructure planning for international airports outside Israel				
		Construction of international airports outside Israel				
		Extension of international airports outside Israel				

5		<p>Infrastructure planning for international airports outside Israel</p> <p>Construction of international airports outside Israel</p> <p>Extension of international airports outside Israel</p>				

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Date

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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Leader Signature

**Annex H3**

**Description of Experience of Team Member for Airport Infrastructure Consulting, for Purpose of Quality Scoring**

- b. Describe the experience of the proposed Team Member for Airport Infrastructure Consulting, as required in section 28.4.4 of the Tender Documents, beyond the prerequisite requirements of Section 6.8.2.2, in providing infrastructure consulting services for airport operations during the preceding fifteen (15) years, in projects for international airports outside of Israel in which passenger traffic in 2018 was exceeded 10 million. Please specify the location of the relevant documents in the proposal, indicating the provision of the following services:

<b>Project number</b>	<b>Description and content of services provided for airports in which passenger traffic in 2018 was exceeded 10 million</b>	<b>Role of Team Member in project</b>	<b>List of countries in which services were provided</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Date

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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Member Signature

**Annex H3**

**Description of Experience of Team Member for Airport Infrastructure Consulting, for Purpose of Quality Scoring**

c. Describe the experience of the proposed Team Member for Airport Infrastructure Consulting, as required in section 28.4.4 of the Tender Documents, beyond the prerequisite requirements of Section 6.8.2.3, in providing infrastructure consulting services for airport operations during the preceding fifteen (15) years, in projects for airports in which passenger traffic in 2018 was under 10 million. Please specify the location of the relevant documents in the proposal, indicating the provision of the following services:

<b>Project number</b>	<b>Description and content of services provided for airports in which passenger traffic in 2018 was under 10 million</b>	<b>Role of Team Member in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Date Signatories on behalf of the Bidder

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Bidder Stamp

\_\_\_\_\_  
Team Member Signature

**Annex II**

**Information for Proposed Team Member for Airport Financial Consulting, proposed for provision of services and Detailed summary of experience for purpose of Compliance with Prerequisite Conditions**

**1. Information of Airport Financial Consulting Team Member**

1.1	Name of Proposed Team Member for airport financial consulting	
1.2	Id. Number	
1.3	Home Address	
1.4	Office Phone	
1.5	Cell phone	
1.6	Fax	
1.7	Email	
1.8	Company by which Team Member is employed	
1.9	Registration number of the Company by which Team Member is employed	
1.10	Academic Education – Name of academic institute from which degree was awarded, and date of eligibility in months and years	

**2. Detailed experience and information for compliance with threshold requirements**

- 2.1 **For compliance with the requirements of section 6.8.3.1**– The proposed Team Member for financial consulting in the field of airports, has experience of \_\_\_\_\_ years during the fifteen (15) years preceding submission of the Proposal, in financial consulting in at least one of the following (cross out what's not relevant):
- 2.1.1 Budget monitoring for planning and/or constructing and/or expanding and/or operation of international airports outside of Israel - \_\_\_\_\_years, \_\_\_\_\_months
  - 2.1.2 Cost analysis of for planning and/or constructing and/or expanding and/or operation of international airports outside of Israel - \_\_\_\_\_years, \_\_\_\_\_months
  - 2.1.3 Formulating or analyzing financial and/or traffic forecasts for planning and/or constructing and/or expanding and/or operation of international airports outside of Israel - \_\_\_\_\_years, \_\_\_\_\_months
- 2.2 **For compliance with section 6.8.3.2** – Proposed Team Member for financial consulting in airports provided consulting services, during the fifteen (15) years preceding submission of Proposals, for \_\_\_\_\_projects for international airports outside of Israel, in which passenger traffic in 2018 was exceeded 10 million.
- 2.3 **For compliance with section 6.8.3.3** – Proposed Team member for financial consulting in airports provided consulting services, during the fifteen (15) years preceding submission of Proposals, for \_\_\_\_\_ projects for airports in which passenger traffic in 2018 was under 10 million.
- 1.4 Attached is the CV of the proposed Team Member for airport financial consulting,, on pages\_\_\_\_\_ of the Proposal.
- 1.5 The relevant experience was gained during project/s numbered\_\_\_\_\_ in the chart in Annex G2 to the Tender Documents, on page \_\_\_\_\_.
- 1.6 Documents/certificates regarding provision of the above services, on pages \_\_\_\_\_ of the Proposal.
- 1.7 Details for References with whom the information herein can be verified, on pages \_\_\_\_\_ of the Proposal.

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Date

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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Member Signature

**Annex I2**

**Detailed Experience of Team Member for Airport Financial Consulting for Purpose of Threshold Qualification**

- a. Describe the experience of the Team Member proposed for airport financial consulting, as specified in section 6.8.3.1 of the Tender Documents, in consulting in one or more of the following fields:

Budget monitoring for planning and/or constructing and/or expanding and/or operation of international airports outside of Israel, Cost analysis of for planning and/or constructing and/or expanding and/or operation of international airports outside of Israel, Formulating and/or analyzing traffic forecasts for planning and/or constructing and/or expanding and/or operation of international airports outside of Israel, and please indicate the location of the documents in the proposal that support the following services.

<b>Project number</b>	<b>Description and content of services</b>	<b>Area of services provided for international airports outside Israel (mark fields relevant to member's experience)</b>	<b>Role of Team Member in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
1		Budget monitoring for planning and/or constructing and/or				

		<p>expanding and/or operation of airports</p> <p>Cost analysis for planning and/or constructing and/or expanding and/or operation of international airports .</p> <p>Formulating and/or analyzing traffic forecasts for planning and/or constructing and/or expanding and/or operation of airports</p>				
2		<p>Budget monitoring for planning and/or constructing and/or expanding and/or operation of airports</p> <p>Cost analysis for planning and/or constructing and/or expanding and/or operation of airports .</p> <p>Formulating and/or analyzing traffic forecasts for planning and/or constructing and/or expanding and/or operation of airports</p>				
3		<p>Budget monitoring for planning and/or</p>				

		<p>constructing and/or expanding and/or operation of airports</p> <p>Cost analysis for planning and/or constructing and/or expanding and/or operation of airports .</p> <p>Formulating and/or analyzing traffic forecasts for planning and/or constructing and/or expanding and/or operation of airports</p>				
4		<p>Budget monitoring for planning and/or constructing and/or expanding and/or operation of airports</p> <p>Cost analysis for planning and/or constructing and/or expanding and/or operation of airports .</p> <p>Formulating and/or analyzing traffic forecasts for planning and/or constructing and/or expanding and/or operation of airports</p>				
5		<p>Budget monitoring for planning and/or</p>				

		<p>constructing and/or expanding and/or operation of airports</p> <p>Cost analysis for planning and/or constructing and/or expanding and/or operation of airports .</p> <p>Formulating and/or analyzing traffic forecasts for planning and/or constructing and/or expanding and/or operation of airports</p>				

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Date

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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Leader Signature

**Annex I2**

**Detailed Experience of Team Member for Airport Financial Consulting for Purpose of Threshold Qualification**

b. Describe the experience of the proposed Team Member for Airport Financial Consulting, as required in section 6.8.3.2 of the Tender Documents, in providing financial consulting services for airports during the preceding fifteen (15) years, in projects for international airports outside of Israel in which passenger traffic in 2018 was exceeded 10 million. Please specify the location of the relevant documents in the proposal, indicating the provision of the following services:

<b>Project number</b>	<b>Description and content of services provided for international airports outside of Israel in which passenger traffic in 2018 was exceeded 10 million</b>	<b>Role of Bidder in project</b>	<b>List of countries in which services were provided</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Member Signature

**Annex I2**

**Detailed Experience of Team Member for Airport Financial Consulting for Purpose of Threshold Qualification**

c. Describe the experience of the proposed Team Member for Airport Financial Consulting, as required in section 6.8.3.3 of the Tender Documents, in providing financial consulting services for airports during the preceding fifteen (15) years, in projects for airports in which passenger traffic in 2018 was under 10 million.

<b>Project number</b>	<b>Description and content of services provided for airports in which passenger traffic in 2018 was under 10 million</b>	<b>Role of Bidder in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Member Signature

**Annex I3**

**Description of Experience of Team Member for Airport Financial Consulting, for Purpose of Quality Scoring**

- a. Describe the experience of the Team Member for the area of airport infrastructure, as specified in section 28.4.4 of the Tender Documents, beyond what is required in the prerequisite conditions in section 6.8.3.1, as far as years of consulting in one of the following areas:

Budget monitoring for planning and/or constructing and/or expanding and/or operation of airports, Cost analysis for planning and/or constructing and/or expanding and/or operation of airports, Formulating and/or analyzing traffic forecasts for planning and/or constructing and/or expanding and/or operation of airports, during the fifteen (15) years preceding submission of the Proposal, and please indicate the location of the documents in the proposal that support the following services:

<b>Project number</b>	<b>Description and content of services</b>	<b>Area of services provided to an international airport outside of Israel (mark fields relevant to team member's experience)</b>	<b>Role of Team Member in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
1		Budget monitoring for planning and/or constructing and/or expanding and/or operation of airports				

		<p>Cost analysis for planning and/or constructing and/or expanding and/or operation of airports .</p> <p>Formulating and/or analyzing traffic forecasts for planning and/or constructing and/or expanding and/or operation of airports</p>				
2		<p>Budget monitoring for planning and/or constructing and/or expanding and/or operation of airports</p> <p>Cost analysis for planning and/or constructing and/or expanding and/or operation of airports .</p> <p>Formulating and/or analyzing traffic forecasts for planning and/or constructing and/or expanding and/or operation of airports</p>				

3		<p>Budget monitoring for planning and/or constructing and/or expanding and/or operation of airports</p> <p>Cost analysis for planning and/or constructing and/or expanding and/or operation of airports .</p> <p>Formulating and/or analyzing traffic forecasts for planning and/or constructing and/or expanding and/or operation of airports</p>				
4		<p>Budget monitoring for planning and/or constructing and/or expanding and/or operation of airports</p> <p>Cost analysis for planning and/or constructing and/or expanding and/or operation of airports .</p> <p>Formulating and/or analyzing traffic forecasts for planning</p>				

		and/or constructing and/or expanding and/or operation of airports				
5		Budget monitoring for planning and/or constructing and/or expanding and/or operation of airports  Cost analysis for planning and/or constructing and/or expanding and/or operation of airports .  Formulating and/or analyzing traffic forecasts for planning and/or constructing and/or expanding and/or operation of airports				

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Date

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Signatories on behalf of the Bidder

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Bidder Stamp

\_\_\_\_\_  
Team Leader Signature

### Annex I3

#### Description of Experience of Team Member for Airport Financial Consulting, for Purpose of Quality Scoring

- b. Describe the experience of the proposed Team Member for Airport Financial Consulting, as required in section 28.4.4 of the Tender Documents, beyond the prerequisite requirements of Section 6.8.3.2, in providing financial consulting services during the preceding fifteen (15) years, in projects for international airports outside of Israel in which passenger traffic in 2018 was exceeded 10 million and specifying the countries in which services were provided. Please specify the location of the relevant documents in the proposal, indicating the provision of the following services:

<b>Project number</b>	<b>Description and content of services provided for airports in which passenger traffic in 2018 was exceeded 10 million</b>	<b>Role of Bidder in project</b>	<b>List of countries in which services were provided</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Signatories on behalf of the Bidder

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Bidder Stamp

\_\_\_\_\_  
Team Member Signature

**Annex I3**

**Description of Experience of Team Member for Airport Financial Consulting, for Purpose of Quality Scoring**

c. Describe the experience of the proposed Team Member for Airport Financial Consulting, as required in section 28.4.4 of the Tender Documents, beyond the prerequisite requirements of Section 6.8.2.3, in providing financial consulting services for airports during the preceding fifteen (15) years, in projects for airports in which passenger traffic in 2018 was under 10 million. Please specify the location of the relevant documents in the proposal, indicating the provision of the following services:

<b>Project number</b>	<b>Description and content of services provided for airports in which passenger traffic in 2018 was under 10 million</b>	<b>Role of Bidder in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Date Signatories on behalf of the Bidder

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Bidder Stamp

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Team Member Signature

**Annex J1**

**Information for Proposed Israeli representative for provision of services and Detailed summary of experience for purpose of Compliance with Prerequisite Conditions**

**1. Information of Proposed Israeli representative**

1.1	Name of Proposed Israeli representative for provision of services	
1.2	Id. Number	
1.3	Home Address	
1.4	Office Phone	
1.5	Cell phone	
1.6	Fax	
1.7	Email	
1.8	Company by which Israeli representative is employed	
1.9	Registration number of the Company by Israeli representative is employed	
1.10	Academic Education – Name of academic institute from which degree was awarded, and date of eligibility in months and years	

## 2. Detailed experience and information for compliance with threshold requirements

- 2.1 **For compliance with the requirements of section 6.8.4.1**– The proposed Israeli representative is an individual or Company or any other legal entity (cross off what is not relevant)
- 2.2 **For compliance with section 6.8.4.2** – Proposed Israeli representative demonstrates experience in accompanying transportation / airport related projects during the fifteen (15) years preceding submission of Proposals, for \_\_\_\_\_ projects for international airports outside of Israel, in one or more of the following options (cross off what is not relevant) :
- Large transportation projects (minimum cost of 50 million NIS each)
  - Airport related projects at a minimum cost of 10 million NIS each
- 2.3 **For compliance with section 6.8.4.3** – Proposed Israeli Representative has \_\_\_\_\_ years of experience during the fifteen (15) years preceding submission of Proposals, in coordinating and managing transportation projects in Israel, in collaboration with a foreign company or international consultants.
- 2.4 **For compliance with section 6.8.4.3** – Proposed Israeli Representative has \_\_\_\_\_ years of experience working using the English language.
- 2.5 Attached is the CV of the proposed Israeli Representative, on pages \_\_\_\_\_ of the Proposal.
- 2.6 The relevant experience was gained during project/s numbered \_\_\_\_\_ in the chart in Annex J2 to the Tender Documents, on page \_\_\_\_\_ of the proposal.
- 2.7 Documents/certificates regarding provision of the above services, on pages \_\_\_\_\_ of the Proposal.
- 2.8 Details for References with whom the information herein can be verified, on pages \_\_\_\_\_ of the Proposal.

\_\_\_\_\_  
Date

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Signatories on behalf of the Bidder

\_\_\_\_\_  
Bidder Stamp

\_\_\_\_\_  
Team Member Signature

**Annex J2**

**Detailed Experience of Proposed Israeli Representative for Provision of Services for Purpose of Threshold Qualification**

- a. Describe the experience of the Proposed Israeli Representative, as specified in section 6.8.4.2 of the Tender Documents, in accompanying transportation / airport related projects, including as a coordinator, during the fifteen (15) years preceding submission of the Proposal, in one of the following options:

Large scale transportation projects (at a cost of at least 50 million NIS each), airport related projects at a cost of 10 million NIS each, , and please indicate the location of the documents in the proposal that support the following services.

<b>Project number</b>	<b>Description and content of services</b>	<b>Area of services provided for in accompanying and coordinating projects (mark fields relevant to member's experience)</b>	<b>Role of Team Member in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
1		Large scale transportation projects (at a cost of at least 50 million NIS each)				

		Airport related projects at a cost of at least 10 million NIS				
2		Large scale transportation projects (at a cost of at least 50 million NIS each)  Airport related projects at a cost of at least 10 million NIS				
3		Large scale transportation projects (at a cost of at least 50 million NIS each)  Airport related projects at a cost of at least 10 million NIS				
4		Large scale transportation projects (at a cost of at least 50 million NIS each)				

		Airport related projects at a cost of at least 10 million NIS				
5		Large scale transportation projects (at a cost of at least 50 million NIS each)  Airport related projects at a cost of at least 10 million NIS				

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Date

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Signatories on behalf of the Bidder

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Bidder Stamp

\_\_\_\_\_  
Team Leader Signature

**Annex J2**

**Detailed Experience of Israeli Representative proposed for provision of services, and Information Summary, for Purpose of Threshold Qualification**

b. Describe the experience of the proposed Team Member who will serve as an Israeli Representative, as required in section 6.8.4.3 of the Tender Documents, in accompanying and coordinating transportation projects in Israel in collaboration with an International company or international consultants, in the fifteen (15) years preceding submission of the Proposal:

<b>Project number</b>	<b>Description and content of accompaniment and coordination services provided for transportation projects in Israel in cooperation with and International Company or International Consultants</b>	<b>Role of Team Member in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Date

Signatories on behalf of the Bidder

Bidder Stamp

Team Member Signature

**Annex J2**

**Detailed Experience of Team Member who will serve as the Israeli Representative for Purpose of Threshold Qualification**

c. Describe the experience of the proposed Team Member who will act as the Israeli Representative, as required in section 6.8.4.4 of the Tender Documents, in providing professional services in English:

<b>Project number</b>	<b>Description and content of services provided in English</b>	<b>Role of Team Member in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Member Signature

### Annex J3

#### Description of Experience of Team Member who will serve as Israeli Representative in provision of the Services and detailes Information for Purpose of Quality Scoring

- a. Describe the experience of the Team Member in large scale Transportation projects (at a cost of at least 50 million NIS each), in which the proposed team member who will serve as Israeli Representative, as specified is section 6.8.4.2, was involved in accompaniment, including as a coordinator, in the fifteen (15) years preceding submission of the proposal, as specified in section 28.4.6 of the Tender Documents, and include reference to relevant documents, indicating the following services:

:

<b>Project number</b>	<b>Description and content of services</b>	<b>Area of services provided in project accompaniment and coordination (mark fields relevant to team member's experience)</b>	<b>Role of Team Member in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Leader Signature

### Annex J3

#### Description of Experience of Team Member proposed as Israeli Representative, in provision of the Services and detailed Information for Purpose of Quality Scoring for Airport Financial Consulting, for Purpose of Quality Scoring

- b. Describe the experience of the Team Member in large scale Transportation projects of a cost of at least 10 million NIS each, in which the proposed team member who will serve as Israeli Representative, as specified in section 6.8.4.2, was involved in accompaniment, including as a coordinator, in the fifteen (15) years preceding submission of the proposal, as specified in section 28.4.6 of the Tender Documents, and include reference to relevant documents, indicating the following services:

<b>Project number</b>	<b>Description and content of services</b>	<b>Area of services provided in project accompaniment and coordination (mark fields relevant to team member's experience)</b>	<b>Role of Team Member in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Signatories on behalf of the Bidder

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Bidder Stamp

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Team Member Signature

**Annex J3**

**Description of Experience of Team Member proposed as Israeli Representative in Provision of Services and Detailed Information, for Purpose of Quality Scoring**

c. Describe the experience of the proposed Team Member proposed as Israeli Representative, as required in section 28.4.4 of the Tender Documents, beyond the prerequisite requirements of Section 6.8.4.3, in providing coordination and management services in transportation projects in Israel, in collaboration with an International Company or International Consultants, during the fifteen (15) years preceding submission of the proposal. Please specify the location of the relevant documents in the proposal, indicating the provision of the following services:

<b>Project number</b>	<b>Description and content of accompaniment and coordination services provided for transportation projects in Israel in cooperation with and International Company or International Consultants</b>	<b>Role of Bidder in project</b>	<b>Description of experience in years in months – Provision of services from – until – (specify month and year)</b>	<b>Information of Contact person for Requestor of the Bidder's services (office number, cell number and email)</b>	<b>Documents indicating provision of services and their position in the proposal</b>
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Date Signatories on behalf of the Bidder

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Bidder Stamp

\_\_\_\_\_  
Team Member Signature

**Annex K1 – To be completed by Bidder's Signatory**

**Bidder's Affidavit, authorized by an Attorney, stating absence of Record in the Criminal Registry**

I, the undersigned \_\_\_\_\_, Bidder / authorized signatory on behalf of the Bidder, after being forewarned that that I must tell the truth and that I will be liable to all penalties prescribed by law if I do not do so, hereby declare in writing as follows:

I hereby declare that the Bidder has not been convicted and / or investigated for criminal offenses, and / or no criminal or disciplinary proceedings have been filed against him in respect of the said offenses; And / or was not investigated in respect of the said offenses, other than in the event that a limitation period has expired, under the Criminal Register and Rehabilitation of Offenders Law, 5741-1981.

Or

I hereby declare that the Bidder was convicted and / or criminal proceedings and / or interrogations (cross off whichever is not relevant) were filed against him in the past in criminal investigations on suspicion of committing the following offenses that are relevant to the subject services in "**Public Tender 18/19 for the Provision of Economic, Engineering and Operational Consulting and Monitoring Services in Aviation Projects**":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (Please specify the offenses).

**It should be emphasized that in case of doubt as to the relevance of the criminal record against the Bidder for the Services that are the subject of the Tender, the criminal record must be specified under this affidavit, for the discretion of the Tender Committee; Or alternatively - to request the Tender Committee to address the issue by way of a specific clarification request in the matter.**

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Id number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stamp

\_\_\_\_\_  
Date

Attorney Signature Confirmation

I, the undersigned \_\_\_\_\_ Adv. having my principal office at \_\_\_\_\_ confirm that on \_\_\_\_\_ appeared before me Mr. / Ms. \_\_\_\_\_ who identified himself [herself] by \_\_\_\_\_ [I.D / Passport Number], and after I forewarned him [her] that he [she] is to affirm the truth and that he [she] will be subject to the penalties imposed by Law if he [she] does not do so, confirmed the truth of this affidavit and signed the affidavit in my presence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
License number

\_\_\_\_\_  
Stamp and Signature

**Annex K2 – To be filled out by Team Leader and each Team Member**

**Team Leader / Member Affidavit, authorized by an Attorney, stating absence of Record in the Criminal Registry**

I, the undersigned \_\_\_\_\_, Team Leader / Member (cross out which is not relevant), after being forewarned that that I must tell the truth and that I will be liable to all penalties prescribed by law if I do not do so, hereby declare in writing as follows:

I hereby declare that the Bidder has not been convicted and / or investigated for criminal offenses, and / or no criminal or disciplinary proceedings have been filed against him in respect of the said offenses; And / or was not investigated in respect of the said offenses, other than in the event that a limitation period has expired, under the Criminal Register and Rehabilitation of Offenders Law, 5741-1981.

Or

I hereby declare that the Bidder was convicted and / or criminal proceedings and / or interrogations (cross off whichever is not relevant) were filed against him in the past in criminal investigations on suspicion of committing the following offenses that are relevant to the subject services in "**Public Tender 18/19 for the Provision of Economic, Engineering and Operational Consulting and Monitoring Services in Aviation Projects**":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (Please specify the offenses).

**It should be emphasized that in case of doubt as to the relevance of the criminal record against the Bidder for the Services that are the subject of the Tender, the criminal record must be specified under this affidavit, for the discretion of the Tender Committee; Or alternatively - to request the Tender Committee to address the issue by way of a specific clarification request in the matter.**

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Id number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stamp

\_\_\_\_\_  
Date

Attorney Signature Confirmation

I, the undersigned \_\_\_\_\_ Adv. having my principal office at \_\_\_\_\_ confirm that on \_\_\_\_\_ appeared before me Mr. / Ms. \_\_\_\_\_ who identified himself [herself] by \_\_\_\_\_ [I.D / Passport Number], and after I forewarned him [her] that he [she] is to affirm the truth and that he [she] will be subject to the penalties imposed by Law if he [she] does not do so, confirmed the truth of this affidavit and signed the affidavit in my presence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
License number

\_\_\_\_\_  
Stamp and Signature

## Annex L1 – To be filled out by Bidder Signatory

### Bidder affidavit regarding non-Conflict of Interests

I the undersigned, Mr. / Ms. \_\_\_\_\_, holder of ID. No. \_\_\_\_\_, after I have been warned that I must tell the truth and that I will be subject to the penalties prescribed by law if I do not do so, declare in writing as follows:

1. I have been duly authorized by \_\_\_\_\_ (hereinafter: "the Bidder") to sign this affidavit as a condition for the provision of services for "**Public Tender 18/19 for the Provision of Economic, Engineering and Operational Consulting and Monitoring Services in Aviation Projects**" (hereinafter: the "Tender"):
2. As of the signing date of this affidavit, I hereby declare that the Bidder and / or anyone on its behalf who is intended to provide the services to the Ministry of Transport and Road Safety, are not in a conflict of interest between additional and other work performed by them and the provision of the services, all as specified in the terms of the tender and its appendices, and in particular Section 17 of the Tender, with all its sub-sections.
3. I hereby undertake that during the provision of the Services, I shall bring to the attention of the Supervisor any possibility of a conflict of interests, and in particular a conflict of interests as set out in Section 17 of the Tender, with all its sub-sections, including new work that the Bidder and / or anyone acting on its behalf who may be employed in connection with the provision of the Services, which has direct and/or indirect connection with the Services, and I shall discontinue any activity in connection with the said new work, until receipt of further instruction from the Supervisor on the matter.
4. Without prejudice to all of the above, I hereby declare that the Bidder and / or anyone on its behalf who will be employed in connection with the provision of the Services, does not provide, directly and / or indirectly, any services on behalf of the Airport Authority and / or the Directorate for the Supplementary Airfield to Ben Gurion at the National Road Company, and/or anyone on its behalf involved in promoting the planning and construction of a supplementary airport to Ben Gurion, and/or the planner and / or the builder and / or the operator who will be chosen to plan the construction and operation of the Supplementary Field to Ben-Gurion Airport, unless the financial scope of the services As aforesaid, does not exceed NIS 500,000 (before VAT) for a calendar year, provided that the services are not submitted in connection with the projects that are the subject of this engagement;



Attorney Signature Confirmation :

I, the undersigned \_\_\_\_\_ Adv. having my principal office at \_\_\_\_\_ confirm that on \_\_\_\_\_ appeared before me Mr. / Ms. \_\_\_\_\_ who identified himself [herself] by \_\_\_\_\_ [I.D / Passport Number], and after I forewarned him [her] that he [she] is to affirm the truth and that he [she] will be subject to the penalties imposed by Law if he [she] does not do so, confirmed the truth of this affidavit and signed the affidavit in my presence.

---

Attorney Stamp and Signature

**Annex L2- To be filled out by Team Leader and each Team Member**

**Team Member/Leader affidavit regarding non-Conflict of Interests**

I the undersigned, Mr. / Ms. \_\_\_\_\_, holder of ID. No. \_\_\_\_\_, proposed as Team Leader / Member (cross out which is not relevant) in **Public Tender 18/19 for Provision of Financial, Engineering and Operational Consulting and Monitoring in Aviation Projects" on behalf of \_\_\_\_\_ (hereinafter "the Bidder")**, after I have been warned that I must tell the truth and that I will be liable to the penalties prescribed by law if I do not do so, declare in writing as follows:

1. As of the signing date of this affidavit, I hereby declare that the Bidder and / or anyone on its behalf who is intended to provide the services to the Ministry of Transport and Road Safety, are not in a conflict of interest between additional and other work performed by them and the provision of the services, all as specified in the terms of the tender and its appendices, and in particular Section 17 of the Tender, with all its sub-sections.
  
2. Without prejudice to all of the above, I hereby declare that that I do not provide, directly and/or indirectly, any services to the Airport Authority and / or the Directorate for the Supplementary Airfield to Ben Gurion at the National Road Company, and/or anyone on its behalf involved in promoting the planning and construction of a supplementary airport to Ben Gurion, and/or the planner and / or the builder and / or the operator who will be chosen to plan the construction and operation of the Supplementary Field to Ben-Gurion Airport, unless the financial scope of the services As aforesaid, does not exceed NIS 300,000 (before VAT) for a calendar year, provided that the services are not submitted in connection with the projects that are the subject of this engagement;
  
3. Following is a list of the works I am involved with:

<b>Project Description</b>	<b>Recipient of Services</b>	<b>Description of Services provided by Bidder</b>	<b>The financial scope of the services provided by the Bidder in the project in each of the years 2017 and 2018,</b>	<b>Expected end date for provision of services</b>	<b>Remaining balance of fees</b>	<b>Contact person on receiving end of services, including name, title, phone number and email address for communication</b>

			<b>excluding VAT</b>			

4. I hereby undertake that during the provision of the Services, I shall bring to the attention of the Supervisor any possibility of a conflict of interests, and in particular a conflict of interests as set out in Section 17 of the Tender, with all its sub-sections, including new work that the Bidder and / or anyone acting on its behalf who may be employed in connection with the provision of the Services, which has direct and/or indirect connection with the Services, and I shall discontinue any activity in connection with the said new work, until receipt of further instruction from the Supervisor on the matter.

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

_____	_____	_____
First name	Last name	ID number
_____	_____	_____
Signature	Stamp	Date

Attorney Signature Confirmation :

I, the undersigned \_\_\_\_\_ Adv. having my principal office at \_\_\_\_\_ confirm that on \_\_\_\_\_ appeared before me Mr. / Ms. \_\_\_\_\_ who identified himself [herself] by \_\_\_\_\_ [I.D / Passport Number], and after I forewarned him [her] that he [she] is to affirm the truth and that he [she] will be subject to the penalties imposed by Law if he [she] does not do so, confirmed the truth of this affidavit and signed the affidavit in my presence.

\_\_\_\_\_  
Attorney Stamp and Signature

**Annex M1 – To be signed by a Signatory on behalf of the Bidder**

**Commitment for Provision of Services and Cooperation under Public Tender 18/19 for the Provision of Financial, Engineering and Operational Consulting and Monitoring Services in Aviation Projects for the Ministry of Transport and Road Safety**

I, the undersigned, Mr/Mrs \_\_\_\_\_, of ID number \_\_\_\_\_, after having been warned that I must tell the truth and that I will be subject to the penalties prescribed by law if I do not do so, declare in writing as follows:

1. I have been duly authorized by \_\_\_\_\_ (hereinafter: "the Bidder") to sign this affidavit as a condition for the provision of services for "**Public Tender 18/19 for the Provision of Economic, Engineering and Operational Consulting and Monitoring Services in Aviation Projects**" (hereinafter: the "Tender").
2. I have carefully reviewed the Tender Documents and have clearly understood all that is required from the Bidder under the conditions therein.
3. I hereby declare that the Bidder has the knowledge, skills and expertise to provide the Services required under the terms of the Tender herein.
4. In accordance with the above, I undertake that the Bidder will provide the Ministry of Transport and Road Safety with the required Services in accordance with the specifications of the Tender Documents, with full cooperation between the Ministry of Transport and Road Safety and the Bidder, and according to the scope of activity and the level of availability as required by the Ministry of Transport and Road Safety.
5. We hereby commit to provide the Services according to the terms of the Tender Documents, for the entire duration of the Contractual Agreement or any extension thereof, (to the extent applicable, at the discretion of the Ministry of Transport and Road Safety)/
6. This is my name, this is my signature, and I declare that the content of my affidavit is true.

_____	_____	_____
First name	Last name	ID number
_____	_____	_____
Signature	Stamp	Date

Attorney Signature Confirmation :

I, the undersigned \_\_\_\_\_ Adv. having my principal office at \_\_\_\_\_ confirm that on \_\_\_\_\_ appeared before me Mr. / Ms. \_\_\_\_\_ who identified himself [herself] by \_\_\_\_\_ [I.D / Passport Number], and after I forewarned him [her] that he [she] is to affirm the truth and that he [she] will be subject to the penalties imposed by Law if he [she] does not do so, confirmed the truth of this affidavit and signed the affidavit in my presence.

\_\_\_\_\_  
Attorney Stamp and Signature

**Annex M2 – To be signed by the Team Leader / Member**

**Commitment for Provision of Services and Cooperation under Public Tender 18/19 for the Provision of Financial, Engineering and Operational Consulting and Monitoring Services in Aviation Projects for the Ministry of Transport and Road Safety**

I, the undersigned, Mr/Mrs \_\_\_\_\_, of ID number \_\_\_\_\_, after having been warned that I must tell the truth and that I will be subject to the penalties prescribed by law if I do not do so, declare in writing as follows:

1. I will serve as Team Leader / Member in the role of \_\_\_\_\_ on behalf of \_\_\_\_\_ (hereinafter "The Bidder"), insofar as it will be awarded as Winning Bidder in "**Public Tender 18/19 for the Provision of Economic, Engineering and Operational Consulting and Monitoring Services in Aviation Projects**" (hereinafter: the "Tender").
2. I have carefully reviewed the Tender Documents and have clearly understood all that is required from the Bidder and the Team Leader / Member under the conditions therein.
3. I hereby declare that the I possess the knowledge, skills and expertise to provide the Services required under the terms of the Tender herein.
4. I hereby commit to provide the Services required of a Team Leader / Member according to the terms if the Tender Documents, for the entire duration of the Contractual Agreement or any extension thereof, (to the extent applicable, at the discretion of the Ministry of Transport and Road Safety).
5. This is my name, this is my signature, and I declare that the content of my affidavit is true.

\_\_\_\_\_  
First name

\_\_\_\_\_  
Last name

\_\_\_\_\_  
ID number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stamp

\_\_\_\_\_  
Date

**Attorney Signature Confirmation :**

I, the undersigned \_\_\_\_\_ Adv. having my principal office at \_\_\_\_\_ confirm that on \_\_\_\_\_ appeared before me Mr. / Ms. \_\_\_\_\_ who identified himself [herself] by \_\_\_\_\_ [I.D / Passport Number], and after I forewarned him [her] that he [she] is to affirm the truth and that he [she] will be subject to the penalties imposed by Law if he [she] does not do so, confirmed the truth of this affidavit and signed the affidavit in my presence.

\_\_\_\_\_  
Attorney Stamp and Signature

**Whereas** the Ministry Of Transport, on behalf of the Government of Israel, will receive Services from \_\_\_\_\_ (hereinafter "the Contractor"), under Tenderer 18/19 for the Provision of Economic, Engineering and Operational Consulting and Monitoring Services in Aviation Projects" (hereinafter: the "Services"); AND

**Whereas** the Contractor may be exposed to certain Confidential Information in the course of the execution of the Services, and which information the GOI is interested to keep protected;

**Therefore, I hereby undertake as follows:**

1. To Keep in strict confidence and not disclose and / or transfer to any person and/or entity and/or institution any know-how, knowledge, information, correspondence, data, opinion, material, plan, document or any information of any type or form, whether in writing or orally, in transcript, in a magnetic script, as a computer disk, on a computer or in any other means or device which may store information, in connection with the Service and / or during and / or thereafter, which shall come by me, directly or indirectly, (Hereinafter: "**the information**" or "**information**").
2. Not to allow any person and/or institute and/or entity to obtain the Information, whether directly or indirectly, not to advertise, publish, transfer, notify, share or bring forth to any other person any Information pertaining to the matters set forth in this Letter of Commitment;
3. Not exploit and / or cause and / or allow others to exploit, in any way or manner whatsoever, any information as specified in this letter of Commitment;
4. It is clear to me that all that is specified in this Letter of Commitment shall equally apply to any copies of any said Information, obtained by any possible means.
5. To carefully guard the information and take all precautions to prevent its loss and / or any access to others;
6. Not to make any use of the information, whether directly or indirectly, whether by himself or through others, and not to transfer and / or deliver any such information to a third party for any purpose or for any reason whatsoever. Not to publish the information or part thereof in any way.
7. It is clear to me that the contents of this Letter of Commitment will apply to any information that I knew, directly and / or indirectly and / or will know, directly and / or indirectly, at any time and date, and the commitment period under this Letter of Commitment is unlimited.
8. I declare that I am aware that my failure to comply with my undertakings herein constitutes an offense under Chapter 7 (Security of the State, foreign affairs and National Secrets)of the Penal Law 5737-1977.

Signed:

\_\_\_\_\_

First name

Last name

ID number

---

Signature

---

Stamp

---

Date

**Whereas** the Undersigned is employed by \_\_\_\_\_ - (hereinafter the Contractor) and/or on its behalf, after having entered into a contract in accordance with the terms of Tender 18/19 for the Provision of Economic, Engineering and Operational Consulting and Monitoring Services in Aviation Projects" (hereinafter: the "Services"); AND

**Whereas** in providing the Services, the Undersigned may be exposed to Information (as defined in Section 18 of the Agreement with the Ministry of Transport), which is Confidential by definition, and which the Ministry of Transport is interested in safeguarding; AND

**Whereas** as part of its undertakings under its Agreement for Provision of Services for the Ministry of Transport, the Contractor has undertaken to maintain the Confidentiality of the Information;

**Therefore, I hereby undertake and commit as follows:**

1. Not to allow any person and/or institute and/or entity to obtain the Information, whether directly or indirectly, not to advertise, publish, transfer, notify, share or bring forth to any other person any Information pertaining to the matters set forth in this Letter of Commitment;
2. Not exploit and / or cause and / or allow others to exploit, in any way or manner whatsoever, any information as specified in this letter of Commitment;
3. It is clear to me that all that is specified in this Letter of Commitment shall equally apply to any copies of any said Information, obtained by any possible means.
4. To carefully guard the information and take all precautions to prevent its loss and / or any access to others;
5. Not to make any use of the information, whether directly or indirectly, whether by himself or through others, and not to transfer and / or deliver any such information to a third party for any purpose or for any reason whatsoever. Not to publish the information or part thereof in any way.
6. It is clear to me that the contents of this Letter of Commitment will apply to any information that I knew, directly and / or indirectly and / or will know, directly and / or indirectly, at any time and date, and the commitment period under this Letter of Commitment is unlimited.
7. I declare that I am aware that my failure to comply with my undertakings herein constitutes an offense under Chapter 7 (Security of the State, foreign affairs and National Secrets) of the Penal Law 5737-1977.

Signed:

---

First name

---

Last name

---

ID number

---

Signature

---

Stamp

---

Date

Annex O

AGREEMENT

Made and signed in Jerusalem on \_\_\_\_\_ of the month of \_\_\_\_\_ in 2019

BETWEEN

The Government of Israel for the State of Israel, represented by:

1. The Director General - Ministry of Transport and Road Safety
2. The Accountant of the Ministry of Transport and Road Safety

Duly authorized to represent the State of Israel (hereinafter – the "**Government**")

The first Party

And Between

\_\_\_\_\_  
Of \_\_\_\_\_ street  
Phone number \_\_\_\_\_ Fax \_\_\_\_\_  
Represented for legal proceedings in Israel by \_\_\_\_\_  
(hereinafter: the "**Contractor**")

The other Party

Whereas The Government is interested in receiving Aviation Related Financial, Engineering and Operational Consulting and Monitoring Services for the Ministry of Transport and Road Safety, a specified in this Agreement herein and all of its appendices; AND

Whereas The Government published Public Tender 18/19 for the Provision of Financial, Engineering and Operational Consulting and Monitoring Services in Aviation Projects" (hereinafter: the "Services"), for the purpose of obtaining this Service; AND

Whereas The Contractor's Proposal won in the abovementioned process, by decision of the Tender Committee from \_\_\_\_\_ .

**Therefore, it was agreed and made between the parties as follows:**

1. The Preamble to this Agreement is an intrinsic part thereof.
2. **Definitions**



additional years, beyond the original contract period (total of no more than six years) , subject to the Ministry's satisfaction with the quality of Service provided, and to the Ministry's budgetary constraints.

- 6.3** The extension of the contract will be subject to the approval of the Ministry's Tender Committee. The Contractor will be given written notice of the Tender Committee Decision to extend the contract period, 60 days prior to the end of the contract period.
- 6.4** A prerequisite for the extension of the period of engagement with the Contractor, as set forth herein, will be the presentation of an updated proof of Registration for the Company/Partnership, from the Companies Authority, attesting that the Contractor has no outstanding Registration payments due for the preceding years , prior to submission of the proposal. In the case of a Company it is also required that the Registration form include no indication that the Company did not abide by the Law or that it is on notice before being registered as a non law-abiding Corporation or any similar notifications in accordance with the applicable law in the Contractor's country of origin.
- 6.5** The Government is entitled to terminate the contract period, inter alia, if all or any part of the work is not performed to its full satisfaction. Termination of the contract period shall be done by means of written notice that will be given to the Contractor 45 days in advance. It should be emphasized that the Government will not be responsible for any compensation, consideration or other payment for, or in connection with, the cancellation of the performance of the work, or any part thereof which may be canceled.

## **7. Undertakings of the Contractor**

The Contractor undertakes:

- 7.1** To commence performing the Services within 14 days from signing of this Agreement.
- 7.2** To carry out all assignments, as specified in the Tender Documents, in accordance with any changes as shall be dictated, from time to time, by the Supervisor or the Ministry accountant or anyone on their behalf.
- 7.3** To Appoint as Team Leader Mr./Mrs. \_\_\_\_\_, who complies with the prerequisite requirements for the position, as specified in the Tender Documents, as Team Leader, and to appoint the following positions:

As Team Member Responsible for Airport Operations - \_\_\_\_\_;

As Team Member for Airport Infrastructure Consulting \_\_\_\_\_;

As Team Member for financial consulting \_\_\_\_\_;

As the Israeli Representative \_\_\_\_\_

All of whom comply with the prerequisite conditions for each relative position as specified in the Tender Documents,

And to appoint additional consultants when necessary and upon request of the Ministry, as specified in Section 11 of the Tender Documents.

- 7.4** Without derogating from the provisions of section 11 below, to provide, for the purpose of conducting the work, professional employees, of a quality and skill as required according to his undertakings under this Agreement and in accordance with the provisions of the Tender. The Contractor undertakes that if an employee is replaced for any reason whatsoever, full continuity will be maintained in the information and performance of the work.
  - 7.5** To employ only experienced and skilled workers, of a quantity that will suffice in order to carry out and advance the work in accordance with the terms of this Agreement.
  - 7.6** To do all the work necessary to perform the work and to make all arrangements required for its efficient and excellent performance in accordance with the terms of this Contract.
  - 7.7** To be responsible to the Government that any employee and / or other entity acting on its behalf in performance of the Contract, shall act in accordance with the provisions of the Contract and in particular shall comply with the contract requirements relating to the Schedule, the quality of the work and the confidentiality of the work.
  - 7.8** To provide, as required by the Government from time to time, details and information regarding the manner of implementation and the pace of progress of the work.
  - 7.9** Without prejudice to the generality of the aforesaid, to do anything required and reasonable, that an expert would have done in order to perform the work under this Contract.
  - 7.10** To comply with all requirements of the Supervisor, so long as they do not contradict the provisions of this Agreement.
8. The Contractor hereby declares that he has the professional background enabling him to carry out the project with the assistance of the consultants specified in his Proposal, as required, and in accordance with the terms of the tender; That he undertakes to carry out the work to the full satisfaction of the Government with the necessary expertise and professionalism and that he shall bear sole and comprehensive responsibility for the performance of the work.
  9. The Contractor shall not be permitted to conduct any change in the work Team – all or part thereof – without prior written and specific consent of the Supervisor, and subject to the Terms of the Tender.
  10. The Government reserves the right to require the Contractor to terminate the work of a member of the work team. The Contractor shall terminate the employment of such Team Member within 14 days from the date of the notice and shall, within this period, provide an alternative team member approved by the Supervisor.
  11. Employment of workers

**11.1** The Contractor must comply with all the labor laws, including protective laws, extension orders, collective agreements, collective arrangements and the common practice in the relevant field.

**11.2** Without derogating from the above, the Contractor undertakes to comply with all of the following, as regards any worker employed by him for the entire duration of the Agreement and any additional Contract period, as follows:

The Vocational Accident and Disease (Notification) Ordinance, 1945

Work Safety Ordinance, 1946

The Released Soldiers (Return to Work) Law, 5709-1949

The Hours of Work and Rest Law, 5711-1951

Annual Vacation Law, 5711-1951

The Apprenticeship Law, 5713-1953

Youth Labor Law, 5713-1953

Women's Employment Law, 5714-1954

The Labor Inspection Organization Law, 5714-1954

Wage Protection Law, 5718-1958

Employment Service Law, 5719-1959

The Emergency Labor Service Law, 5727-1967

National Insurance Law [Consolidated Version], 5755-1995

Collective Agreements Law, 5717-1957

Minimum Wage Law, 5747-1987

The Equal Employment Opportunities Law, 5748-1988

The Foreign Workers (Illegal Employment) Law, 5751-1991

The Employment of Workers by Manpower Contractors Law, 5756-1996

Chapter D of the Equal Rights for People with Disabilities Law, 5758-1998

Section 8 of the Prevention of Sexual Harassment Law, 5758-1998

Collective Agreements Law, 5717-1957

Notice of dismissal and resignation law, 5761-2001

Section 29 of the Genetic Information Law, 5761-2000

The Employee Notification (Work Conditions) Law, 5762-2002

The Protection of Workers in Emergency Law, 5766-2006

Section 5A of the Protection of Employees Law (Exposure of Offenses and Harm to Integrity or Proper Administration) 5757-1997

**11.3** The Parties agree that in the event that at any time after the signing of this Contract, any new other taxes or levies shall apply or shall be imposed, including any payment to the National Insurance Institute for the receipt of services and / or employment of employees, which did not exist at the time of signing of this Contract, or in the event that tax rates and/or employment costs were raised for employees who did not exist at the time of the signing of this contracts, or the rates and / or taxes and / or levies and / or existing

compulsory payments were raised, these shall all be covered by the Contractor.

**11.4** The Contractor shall provide the Supervisor, whenever required to do so, with a confirmation of an accountant/legal advisor on his behalf, stating that the Contractor complies with all the requirements of this Section.

**12. Blocked Period**

The Contractor hereby commits that no change will be made in the ownership structure of the Contractor, whose implication shall be a change in control holding of the Contractor, as defined in the Securities Law, 5728-1968, during the term of the contract and any additional term of the contract, unless prior written approval is given by the Ministry.

**13. Insurance Requirements**

The Contractor/supplier undertakes to undertake and execute the insurance detailed herein, by himself and/or by someone on his behalf, in his benefit and to the benefit of the State of Israel - the Ministry of Transport and Road Safety and to present to the Ministry of Transport and Road Safety with copies of the insurance that include all the coverage and conditions required, with limits of liability which shall be no less than the following:

1. Employers Liability Insurance

- e. The Contractor will insure his legal liability towards his employees in employers' liability insurance in all areas of the State of Israel and the occupied territories;
- f. The limit of liability shall not be less than 5,000,000 USD per employee, per case and for the insurance period (one year);
- g. The insurance shall be extended to cover the insured's liability towards contractors, sub-contractors and their employees, in the event he shall be deemed their employer;
- h. Insurance under the policy will be extended to indemnify the State of Israel- Ministry of Transport and Road Safety, in the event that it may be claimed, in the matter of an occurrence of a work accident/occupational disease, that they bear any employer liability towards any of the Contractor's employees, contractors, sub-contractors and their employees in his service.

2. Third Party Liability

- g. The Contractor will insure his legal responsibility under the laws of the State of Israel in third party liability insurance for property and personal injury, in all areas of the State of Israel and the occupied territories.
- h. Limit of liability shall be no less than a total of 1,000,000 USD per case and per insurance period (one year).
- i. The policy will include a section regarding cross liability
- j. Property of the State of Israel and of the Airport Authority shall be deemed third party property.

- k. The insurance will be extended to include the liability of the insured towards third parties for any activity of contractors, sub-contractors and any employees on their behalf.
  - l. The insurance under the policy will be extended to indemnify the State of Israel - the Ministry of Transport and Road Safety, to the extent that they are deemed responsible for the actions and / or omissions of the Contractor and anyone acting on its behalf.
3. Professional Liability Insurance
- g. The Contractor shall insure its professional liability with professional liability insurance.
  - h. The policy will cover any damage due to breach of the professional obligation of the Contractor, its employees and consultants on its behalf, and of anyone acting on their behalf, and which occurred as a result of any act, negligence, including omission, mistake or breach, misrepresentation, negligent declaration made in good faith, which were incurred in connection with the provision of Economic, engineering or operational consulting or monitoring services in the field of aviation related projects, and the examination of the development and budget plans for the Ministry of Transport and Road Safety, including monitoring, providing opinions, examining alternatives and their significance, formulating recommendations, preparing reports, summaries and presentations, conducting work meetings and tours at the Airport Authority and at aviation facilities, accompaniment of aviation related projects from a financial, engineering and operational perspective and in the ongoing operation and maintenance of installations and equipment, in accordance with the tender and contract with the State of Israel – Ministry of Transport and Road Safety.
  - i. Limit of liability will not be less than 2,500,000 USD per case and per insurance period (one year).
  - j. Territorial boundary, including jurisdiction: the entire world, including Israel.
  - k. Coverage under the policy shall be extended to cover the following:
    - Fraud and dishonesty of employees;
    - Loss of documents, including loss of use and / or delay due to insurance event;
    - Cross-liability, but the coverage shall not apply to the claims of the Contractor towards the State of Israel - the Ministry of Transport and Road Safety;
    - Extension of the discovery period for at least 6 months
  - l. The insurance under the policy shall be extended to include indemnification of the State of Israel – Ministry of Transport and Road Safety, insofar as they will be deemed liable for the acts and/or omissions of the Contractor and anyone acting on his behalf.
4. Medical Insurance

Medical insurance shall cover anyone acting on behalf of the Contractor, commencing on the date of leaving their country of origin for activity in Israel, until return upon termination of service in Israel.

The coverage shall include at least the following: Hospitalization expenses, including payments to physicians, surgeries, intensive care, ambulatory care, examinations, X-rays and medications at the time of hospitalization, medical expenses not during hospitalization which a qualified physician has determined are necessary, payment to a certified doctor, examinations, X-rays and medications prescribed by a doctor or a recognized medical institution, expenses of dental treatment as a result of any accident and emergency treatments, and expenses for the return of the body of a participant from Israel abroad if he passes away in Israel.

5. Additional Consultants and International Consultants on behalf of the Contractor

The Contractor shall ensure that additional consultants and international consultants on its behalf, including in the fields of environmental protection, planning in specific areas, assessment, computerization, complex systems, security, mass transportation systems, etc., will execute applicable insurance with reasonable coverage, in accordance with the work/service to be provided, including third party liability, and employers liability for their workers. The insurance shall be extended to cover indemnification for the State of Israel - the Ministry of Transport and Road Safety, to the extent they are deemed responsible for the actions and / or omissions of the consultants. For this purpose, the State of Israel - the Ministry of Transport and Road Safety will be deemed as additional policyholders, including cross-liability clause and the insurer's waiver of right of subrogation towards them and their employees, but such waiver will not apply in the event that the damage was due to malicious intent.

6. Israeli Representative on behalf of the Contractor

The Contractor shall ensure and verify that the Israeli representative on his behalf will obtain appropriate insurance for his activities, including employers' liability insurance towards his employees, third party liability insurance and professional liability insurance with limit of liability of no less than US \$ 500,000 per case and per insurance period, for providing coordination services between the Ministry of Transport and Road Safety and the Contractor, for the provision of administrative services, audit, technical assistance, translations, coordination, assistance in preparing reports, summaries, presentations, arrangement of Professional Experts' visits including ground transportation, lodging and flights, etc.

The insurance shall be extended to cover indemnification for the State of Israel - the Ministry of Transport and Road Safety, to the extent they are deemed responsible for the actions and / or omissions. For this purpose, the State of Israel - the Ministry of Transport and Road Safety will be deemed as additional policyholders, including cross-liability clause and the insurer's waiver of right of subrogation towards them and their employees, but such waiver will not apply in the event that the damage was due to malicious intent.

7. General

Every insurance policy shall include the following provisions:

- h. The following shall be added to the named of the insured under the policy: The State of Israel – Ministry of Transport and Road Safety, subject to subrogation arrangements as mentioned above;
- i. In any event of reduction or cancelation of the insurance by either party, such act will not be valid unless prior notice was given at least 60 days in advance, by registered mail, to the Accountant of the Ministry of Transport and Road Safety.
- j. The Insurer waives any right of supersession / subrogation, claim, participation or return to the State of Israel , Ministry of Transport and Road Safety, and its employees, with the exception of cases in which the damage was caused with malicious intent, in which case the waive shall not apply.
- k. The Contractor shall be solely responsible to the insurer for the payment of insurance premiums for all the policies and fulfillment of all the obligations imposed on the insured under the terms of the policies.
- l. The deductible specified in each policy shall apply exclusively to the Contractor;
- m. Any section of the insurance policies which in any way detracts or reduces the liability of the insurer, where there is an additional insurance, will not be exercised against the State of Israel, and the insurance will be deemed a primary insurance that entitles the full entirety of rights under the insurance policy.
- n. The exception for malicious intent and/or negligence will nulled, insofar as it exists in all insured policies.

Copies of the Insurance Policy for the Contractor, duly authorized by the insurer, or Statements of the execution of insurance policies, signed by the insurer and indicating the existence of the policies, shall be submitted by the Contractor to the Ministry of Transport and Road Safety, prior to signing of this Agreement.

The Contactor undertakes that during entire contractual period with the State of Israel - the Ministry of Transport and Road Safety, and as long as his liability exists, he will maintain valid insurance policies in force and will require the same of anyone acting on his behalf.

The Contractor commits to renew the Policies annually for as long as the Contract with the State of Israel-Ministry of Transport and Road Safety is in force.

The Contractor undertakes to present to the Ministry of Transport and Road Safety, copies of the renewed insurance policies signed by the insurer, for himself and for anyone acting on his behalf, or certified and signed authorization letters signed by the insurers, at least two weeks before the end of the insurance period.

The provisions of the insurance clauses do not exempt the Contractor from any obligation that applies to him under any law and contract, and the foregoing shall not be construed as a waiver by the State of Israel - the Ministry of Transport and Road Safety, of any right or remedy granted to them under any law and under this Contract herein.

#### 14. Contractor's Liability

- 14.1** The Contractor alone will be responsible for any payment for indemnification of damages, or compensation, or any other payment due by him at law to any persons employed by him or to any other person.
- 14.2** The Contractor will compensate the Government for any damage caused to the Government or to a third party as a result of the performance of the work, including for purely economic damages, compensation for breach of contract, personal injury, damage to property, etc. This will be true whether due to an act or an omission of the Contractor or anyone on his behalf.
- 14.3** For the avoidance of doubt, the Contractor assumes full responsibility, including professional liability for any loss and/or damage and/or expenses incurred by the government and/or to any third party due to an act or omission during and/or following the execution of this contract, to the extent that such liability is imposed on a person under any law, except for damage caused solely due to negligence on behalf of the Government, its agents and/or its employees, and excluding damage caused by circumstances not under the Contractor's control.
- 14.4** In the event that the Government be required to pay any party for damages, compensation and/or any other expenses for any of the above claims, including legal fees and expenses, the Contractor hereby undertakes to indemnify the Government completely for the entirety of any sum or payment it may be required to pay, and such payment will be deemed a debt owed to the Government by the Contractor.

## **15. Confidentiality**

- 15.1** The Contractor undertakes to keep confidential and not to transfer, notify, deliver, allow access or to inform any person, of any information received by him in connection with the execution of this contract or by virtue of execution of this contract during, before or after the execution period, unless the matter is necessary for execution of the work as specified un this Contract herein and in its annexes or unless prior written approval has been given by the Government. The Government's response to the Contractor's request will be given by the Supervisor in writing within 30 days from the date of receipt of the request for publication of the information.
- 15.2** All the information that will reach the Contractor as part of the Agreement with the Government for the execution of the work, including the products and outputs, the reports and the data collected during the work (hereinafter: the "Information") will be the sole and exclusive property of the Government, and the Contractor will not be entitled to transfer the information to any other party or to use it in any way beyond the extent necessary for execution of the Agreement and for obtaining its goals. The Contactor hereby declares that he is aware that transfer of the information to a foreign person, contrary to the provisions of this agreement, is liable to cause significant damage to the Ministry in various aspects.

- 15.3** Upon Termination or suspension of the Contract with the Contractor, the Contractor undertakes to maintain Confidentiality of the Information, not to use it and not to transfer it to any other person, unless obtaining prior written consent of the Supervisor, as specified in Section 15.1 above/
- 15.4** The Contractor states that he is aware that failure to maintain such confidentiality constitutes an offense under Chapter Seven, Article Five of the Penal Law, 5737-1977.
- 15.5** The Contractor undertakes to make sure that the confidentiality will be maintained by his employees, agents and all those employed by him, as well as by anyone on his behalf who will be involved in providing the Services and undertakes to ensure that anyone employed by him and/or anyone on his behalf in the provision of the Services covered by this Agreement, will sign a Letter of Confidentiality, in the form attached as Appendix L1 to the Tender Documents.
- 15.6** Upon any such request of the Supervisor, and upon conclusion or termination of the Contractual Agreement, the Contractor commits to transfer the Information to the Government on magnetic media or any other appropriate means, in accordance with the requirement of the government. In addition the Contractor shall transfer any information it may have in paper, CDs or any other magnetic media.
- 15.7** Let it be clarified that Contractor will not maintain any document or magnetic media in his possession, which he received in connection with the work, directly or indirectly, and will not make any copy thereof.

#### **16. Data Protection**

- 16.1** The Contractor shall be responsible towards the Ministry for every Information received by him or through him , including reports, forms and magnetic media.
- 16.2** The Contractor shall ensure the security of all information received by him in the performance of the work that is the subject of this contract. The Contractor will describe to the Supervisor, at his request, the means he uses to secure the information.
- 16.3** The Contractor will prevent access to the computer systems in his possession or those computer systems used by him for provision of the Services, to any person who is not authorized to review the material or information stored on the computer, or from anyone who has not signed a non-disclosure agreement.

#### **17. Conflict of Interests**

- 17.1** The Contractor hereby declares that he and the Team Members proposed on his behalf for the performance of the work, or any of the interested parties therein or anyone on

his behalf or any of the persons employed by him for the purpose of providing the services which are the subject of this contract, shall not be in a position of Conflict of Interests at any time during the provision of the Services under this contract, between the work under this herein Tender and any other additional works performed by them.

- 17.2** The Contractor undertakes that throughout the entire Contractual Period and any extension thereto, as may be, it will not provide (including through anyone on its behalf) consulting and/or performance management and/or monitoring services for the Airports Authority and/or for the Directorate of the supplementary airport to Ben Gurion, established at the National Roads Company, or anyone hired on its behalf in order to promote the planning and construction of the Supplementary Airport to Ben Gurion, and/or the planner and/or the builder and/or the operator who will be chosen to plan the construction and operation of the Supplementary Field to Ben-Gurion Airport, unless the financial scope of such services does not exceed the sum of half a million NIS (Before VAT) per calendar year and provided that the services are not submitted in connection with the projects that are the subject of this engagement;
- 17.3** In addition, the Contractor and its Team Members, including additional team members that may be required under this Agreement, undertake that throughout the entire Contractual Period and any extension thereto, the Team Members will not provide (by themselves or by others on their behalf) any services to the Airports Authority and/or the Directorate of the Supplementary Airport to Ben-Gurion at the National Road Company or anyone on its behalf who is involved in promoting the planning and construction of a supplementary airfield for Ben-Gurion Airport and/or the planner and/or the builder and/or the operator who will be chosen to plan the construction and operation of the Supplementary Field to Ben-Gurion Airport, unless the financial scope of such services does not exceed the sum of 300 million NIS (Before VAT) per calendar year and provided that the services are not submitted in connection with the projects that are the subject of this engagement;
- 17.4** Any additional work, from the date of signing this Contract, which will be received by the Contractor and / or anyone acting on its behalf who will be engaged in the provision of the Services which has a direct and / or indirect connection between it and the subject of this Tender herein, and in particular any undertaking to provide any services to the Airports Authority and/or the Directorate of the Supplementary Airport to Ben-Gurion at the National Road Company or anyone on its behalf who is involved in promoting the planning and construction of a supplementary airfield for Ben-Gurion Airport and/or the planner and/or the builder and/or the operator who will be chosen to plan the construction and operation of the Supplementary Field to Ben-Gurion Airport, will be brought by the Bidder and/or the Team Leader, according to the circumstances, for approval of the Supervisor under this current Tender, in advance and prior to conclusion of any such binding Contract, so as to review any potential Conflict of Interests between it and the work that is the subject of this tender.

In the event that the Supervisor finds that the new work may entail a Conflict of Interests with the current Contract, he will notify the Contractor and/or Team Leader and/or Team Member, as needed, in writing, and will be entitled to terminate the Contract with the Contractor and/or Team Leader and/or one or more Team Members (as the case may be) and or to instruct ny of the above (as the case may be) to cease from its work, or the work of anyone on his behalf, and/or to forfeit the performance guarantee that the Bidder deposited within the Contractual Agreement, to the extent that the Contractor and / or his representative and / or the team leader and / or a member of the team (as applicable) do not cancel their intention to enter into a contract for execution of the additional work;

**17.5** The Team Leader, the Team members and the additional consultants employed by him (at the Ministry's request) will be required to sign a letter of undertaking that he and all the interested parties and his employees will refrain, during the entire period of the contract with the Ministry of Transport, from providing services that constitute a conflict of interest between their work under this Agreement and any other work in which they may be engaged, and in the event that such conflict of interests is found and / or will be discovered, they will notify the Supervisor immediately and in writing, and will cease any activity until receiving further instruction from the Supervisor;

**17.6** Without prejudice to the aforesaid, a Consultant - and excluding the Team Leader (regarding whom the provisions of section 21 of the tender will apply) - who will be in a state of conflict of interest that was not foreseen, will be replaced, upon the prior written approval of the Supervisor on behalf of the Ministry, by different Consultant demonstrating similar qualifications, 14 days from the date on which the conflict of interest was discovered.

**17.7 Cancellation of the agreement and agreed compensation in the event of breach of the Contractor's obligations to the avoidance of a conflict of interests.**

34.7.1 It is known and agreed that the Ministry of Transport will be entitled to cancel the contract of engagement with the Bidder and / or to demand the cessation of the activity of any party acting on behalf of the Bidder in the context of the engagement, in the event that it suspects, at its discretion, that there may be a conflict of interests and following an inspection to such effect conducted by the Supervisor.

34.7.2. A breach of the undertakings of the Contractor and anyone acting on its behalf regarding the absence of a conflict of interest, and the entry of the Contractor and / or any person acting on its behalf, into a situation of a conflict of interests, during the term of the contract, at the Supervisor's discretion, will constitute grounds for canceling the contract and the Contractor will be required to pay agreed damages of **100,000NIS**.

## **18. Proprietary Rights**

- 18.1** It is hereby agreed that subject to payment in respect of the work as stated in Section 23 below, all rights in the Work, of any kind, proprietary and other, including rights in the calculations and reports prepared by the Contractor, are the exclusive property of the Government, and the Contractor commits to take any actions as required by the Government in order to ensure that such rights will be registered as aforesaid, in the name of the Government, in accordance with any law.
- 18.2** The Government will be entitled to claim and to receive any Information, document or anything connected to the Services, from the Contractor, during the execution of the Work or afterwards.
- 18.3** Notwithstanding the provisions of any law, the Law of Liens shall not apply for the Contractor regarding the Services.

## **19. Cancellation of the Agreement**

Notwithstanding anything stated in this Contract, the Government may, at any time and for any reason whatsoever, bring this Contract or any part thereof to a conclusion by giving written notice to the Contractor at least 45 days in advance. In this case, the Government shall pay the Contractor the consideration due to him for the actual work performed by the date of termination of the contract, according to the aforesaid notice.

It shall be emphasized that the Government shall not be liable for any compensation, consideration or other payment for or in connection with the cancellation of the performance of the work or the cancelled part thereof, as the case may be, and in signing this contract, the Contractor waives any such claim, including any claim of reliance and/or loss of profit due to cancellation of the Contract.

## **20. The Relationship between the Parties**

- 20.1** For the avoidance of doubt, it is hereby declared and agreed between the parties that the relationship between them under this contract only constitutes a relationship between a customer and a contractor who provides services, insofar as it is the responsibility or obligations of the Government, and that in any event, as a result of the provision of services under this contract, no employer-employee relationship is established between the Government and the Contractor and / or any of its employees and / or anyone on its behalf, employed by the Contractor in connection with the provision of the Services, and on the basis of this declaration the Consideration for the Services is determined.
- 20.2** For the avoidance of doubt the parties declare and agree that the Contractor and those employed by him under this Agreement will not obtain any rights pertaining to government employees, and they will not be eligible to any rights assigned to

government employs, not to compensation and/or advantages of any type in connection with this contract and/or its cancellation, and/or its termination and/or cessation of execution of work, for any reason whatsoever.

**20.3** The Government shall not pay any payment to the National Insurance Institute and any the other social benefits in respect of persons employed by the Contractor and to the extent that it is compulsory under any law to deduct for these purposes amounts from the salaries of those employed by the Contractor this will be done by the Contractor and under his responsibility.

**20.4** If for any reason whatsoever, a court and/or tribunal shall determine that an employee, or employees of the Contractor, or anyone acting on his behalf, are employees of the Ministry, whether jointly or separately, then the Contractor undertakes to compensate and indemnify the Ministry immediately upon its first demand, for any amount without exception, that the Ministry shall be required to pay any person and / or entity in connection with any such determination, including all legal expenses related thereto.

21. The Government commits hereby to do everything possible on order to provide the Contractor with all the data and information in its possession, which may be necessary for the Provision of the Services.

## **22. Consideration and terms of Payment**

**22.1** Payment to the Contractor for the provision of the services that are the subject of this contract shall be by monthly payment, in accordance with the work hours actually performed by the various Consultants and in accordance with the terms and restrictions set forth in the Tender Documents and in the Price Proposal Annex P as follows:

For 1 a total of \_\_\_\_\_

For 2 a total of \_\_\_\_\_

For 3 a total of \_\_\_\_\_

For 4 a total of \_\_\_\_\_

For any additional Israeli Consultant \_\_\_\_\_

For any additional foreign Consultant \_\_\_\_\_, with VAT added as required.

Payment will be given to the Contractor for completion of his work additional Obligations under this Contract.

**22.2** The payments due to the Contractor will be paid to him against delivery of a detailed account that will be approved by the Supervisor.

22.3. The payments will be paid to the Contractor within 45 days of the receipt of a detailed account and invoice to the Supervisor and in accordance with his approval.

22.4 Linkage shall be made as specified in section 9 of Appendix P to the Tender.

22.5 Beyond the consideration detailed above, the Contractor will not be entitled to any additional payment whatsoever, and nothing in this contract can be construed so as to indicate otherwise.

### **23. Offsetting and Lien**

Without derogating from the rights of the Government under this Contract and under any law, the Government may offset and / or withhold any amount due to the Government from the Contractor, including amounts which the Government may bear as a result of damages caused to the Government by the Contractor and / or anyone on its behalf in connection with the performance of the Contract, from the sums due to the Contractor from the government.

### **24. Performance Bond**

**24.1** In order to secure its obligations under this contract, the Contractor will provide the government with the signing of this contract, a bank guarantee or a guarantee from an Israeli insurance company that has a license to engage in insurance under the Supervision of Financial Services (Insurance) Law, 1981, For the purpose and fulfillment of all the obligations of the Winning Bidder in accordance with the tender documents and the Contract Agreement to be signed with him.

**24.2** The Guarantee shall be original, autonomous, unconditional and irrevocable, linked to the Consumer Price Index known at the time of submitting the bids, in favor of the State of Israel, in the amount of **120,000 NIS or 32,000 US Dollars or 28,000 Euros**.

**24.3** The Guarantee shall remain valid for 90 days past the Date of Termination of the Agreement.

**24.4** It is hereby clarified that in the event the Ministry decides to extend the contract period, the validity of the guarantee will be extended accordingly for up to 90 days after the end of each additional term of the contract (hereinafter: the "Extended Guarantee").

**24.5** The extended Guarantee will be delivered to the Ministry within 15 days from notification to the Contractor if the intention to extend the Contractual Period as mentioned.

- 24.6** The Government shall be entitled to foreclose the Guarantee, in part or in its entirety, at its discretion, including in the following cases:
- 24.6.1** The Contractor did not fulfill one of his obligations under this Contract or any law;
  - 24.6.2** The Contractor stopped execution of the Work under this Contract, prior to termination of the Contract Period or any Extended Contract period;
  - 24.6.3** The Contractor made a change of holdings or ownership contrary to the stipulations in Section 12 above;
  - 24.6.4** Upon termination of the Contract period, the Contractor did not properly transfer the Work to the Government or anyone on its behalf;
  - 24.6.5** The collection of compensation due to the Government as a result of breach of contract by the Contractor, including agreed damages or the collection of any other payment due to the government from the Contractor
  - 24.6.6** Payment of compensation or indemnification for damage caused to the Government by an act or omission of the Contractor or anyone acting on his behalf.
- 24.7** The amount of the Guarantee will in no way constitute an indication or a limitation to the extent of the Contractor's liability towards the government under this Agreement.
- 24.8** In the event that the government forfeits all or part of the Guarantee, under the circumstances detailed in section 25.6 above, the Contractor undertakes to furnish the Ministry with a new guarantee, as detailed in this section above, which will remain valid until the end of the contract period, as described herein.

## **25. Indemnification**

In the event that the Government may be required to pay any sum for which the Contractor should be responsible under the Terms of this Agreement, whether it be a claim by one of the employees of the Contractor or of the Government or of any other insurer or other source, including a charge arising from breach of this agreement by the Contractor and/or on its behalf, it shall be entitled to indemnification and full compensation from the Contractor for any damage caused to it, as stated, of the same amount as the sum of said debt, in addition to all its expenses, including legal expenses and attorney's fees in connection with its claim in respect of the aforesaid, plus linkage . The Contractor shall pay back these sums immediately after the Government submits a demand detailing the expenses incurred as aforesaid. The Government shall notify the Operation of any case it is alleged to be under this section.

26. The Contractor undertakes not to transfer the Contract or any part thereof, to any other, and not to assign or give to any other, any right or obligation arising from

this contract, unless the Government's consent has been given in advance and in writing.

If such consent is given by the Government, this shall not relieve the Contractor from any undertaking and responsibility, or any obligation under any law and under this Contract.

27. In the event that the Contractor is in breach of any of the terms of this Contract, the Government may, in addition to its rights under any law and this Contract herein, view this Agreement as void, after giving the Contractor prior Notice and ample time to alleviate the breach and the Contractor failed to do so, with the time allotted within the Notice. The Government is also entitled to view the contract as continuing to be valid, and to execute, by itself or through others, the work that the Contractor was required to perform under this Contract, at the expense of the Contractor.

28. In the event that the Government waives any breach by the Contractor of any of the provisions of this Contract, the waiver shall not be regarded as a waiver of any subsequent violation of that provision or any other provision similar thereto or different from it. Any waiver, extension, or discount on behalf of the Government shall not be valid unless it is made in writing and signed by the Government.

29. The sole Jurisdiction for any matter or dispute arising out of this Agreement shall be given to the authorized Court in Jerusalem.

30. Any change to the Contract shall not be valid unless conducted in writing and signed by the Parties.

31. The Parties addresses, for purposes of this Contract, shall be as follows:

**The Government:** Ministry of Transport, 5 Bank of Israel St., Generic Building A, Jerusalem

**The Contractor:** As specified in the preamble to this Agreement

And any notification sent by registered mail in Israel, according to any of the addresses below, will be deemed as if arriving at its destination within 72 hours from being sent by registered mail:

**In witness thereof the Parties agree and sign hereto:**

**The Government**

**The Contractor**

\_\_\_\_\_  
Director General of the Ministry  
Of Transport and Road Safety

\_\_\_\_\_  
Signature by Signatory

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Date of Signing

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Date of Signing

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Ministry of Transport and  
Road Safety Accountant

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Contractor Stamp

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Date of Signing

**Annex P**

**Monthly Price Proposal for Tender 18/19 for Provision of Financial, Engineering and Operational Consulting and Monitoring Services in Aviation Related Projects**

1. The price for a work hour proposed by us to provide financial, engineering and operational consulting and monitoring services in aviation projects for the Ministry of Transport and Road Safety will be as detailed below, in accordance with the qualifications of the consultants proposed in our proposal (please fill in the price quotation in the relevant column according to the proposed consultant)

The Consultant	Weight for calculating proposal	Price Proposal in NIS, without VAT, in the event that the Consultant is Israeli (will not exceed consultants fee according to Ministry of Finance Circular. Review relevant price per type of Consultant)	Price Proposal in USD, without VAT, in the event that the Consultant is a foreign resident and interested in submitting his proposal in \$	Price Proposal in EURO, without VAT, in the event that the Consultant is a foreign resident and interested in submitting his proposal in EURO*
Team Leader + Team Member in field of airport operations, infrastructure, financial (circle relevant type)	25%			
Team Member in field of airport operations, infrastructure, financial (circle relevant type)	25%			
Team Member in field of airport operations, infrastructure, financial (circle relevant type)	25%			
Team Member serving as Israeli Representative	25%			

Weighted price proposal per work hour				

\*Exchange rate for grounds for comparing proposal will be according to the representative exchange rate at the date of submission of proposals.

2. This Price Proposal is final and covers all expenses of any kind including salary, social benefits, office expenses, translations, parking expenses, computing, communications, telephone, insurance, direct expenses, indirect expenses, overhead expenses, presentations, brochures, maps, periodic reports, travel expenses and any other expenses incurred for the provision of the services.

3. Notwithstanding the above, I am aware that I will be entitled to reimbursement of airfare and accommodation expenses of the Team Leader and members of the staff who are not Israeli residents who will be required to come for professional visits in Israel, in accordance with the requirements of the Supervisor. For the avoidance of doubt, the Government of Israel will reimburse only for the following flight and accommodation expenses, in direct connection with the performance of the services under this Tender that meet the following conditions, subject to the delivery of receipts of payment:

- Economy class airfare to and from Israel
- Cost of lodging in a Hotel in Israel according to Financial and Economic Guidelines in Ministry of Finance, section 13.5.2
- Cost of local airfare, if required, will be fully reimbursed

For these visits, hourly fee will be paid for actual daily work hours, up to 10 hours daily. I am aware that travel time will not be compensated.

4. I am aware that, subject to other explicit provisions of this Tender, I shall not be entitled to any additional payment from the Ministry in connection with the provision of the Services, except for the addition of VAT as required and except for the updating of rates according to changes in the indices as detailed in Section 8 below, as required in accordance with the Terms of the Tender and the Contract herein.

5. I am aware that the consideration to be paid to the Israeli Representative will include all the administrative work required, local travel, coordination, meetings, translations etc.

6. I am aware that the consideration will be paid to me once a month according to the actual work hours that will be performed by each of the service providers, in accordance with the work plan approved by the Supervisor, distinguishing between the international consultants and the Israeli consultants. It should be emphasized that the share of the Israeli representative shall not exceed 25% of the total number of consultancy hours to be invested and actually paid.

7. I am aware that, to the extent that I am required to employ additional consultants as specified in section 11.4 of the tender documents, the consideration that I will receive for the operation of additional consultants as aforesaid will be based on an hourly rate, according to their actual hours of work. The fees for the additional consultants' services will be in accordance with the rates proposed by the above table in this appendix in accordance with the average hourly cost of work according to the place of residence of the advisor who is providing the work – whether Israeli or not.
  
8. . I am aware that notwithstanding the aforesaid, in the event that the number of actual annual hours does not reach a minimum of 1000 consultation hours, I will be paid close to the end of the entire year of the contract for the balance of the hours that was not actually performed and no payment was made for. I am aware that if the consultation hours are less than 200 hours per year, there will be no settling of accounts with the Contractor (and will not be supplemented to 1,000 hours). The consideration will be calculated according to the average hourly labor cost as proposed by the bidder, with the weighted calculation of each working hour will be 25% (since the team leader also serves as a member of the team). I am also aware that the scope of the engagement for the period of the contract will not exceed 6,000 hours. The Supervisor shall not approve or pay any hour of work beyond this quota without obtaining prior approval from the Tender Committee according to the provisions of the Mandatory Tenders Law and Regulations.
  
9. I am aware that the payments for the Israeli consultants will be linked to the consumer price index. Payments for international consultants shall be linked to the CPI or to the HICP Index in accordance with the place of residence of the Bidder, commencing from the end of the 18th month of the Contract Term. The base index is the known index on the day of the submission of bids and the update index is the known index at the end of 18 months from the last date for submission of bids. The update will be made once a year, with the first update being 18 months after the date of submission of the bids. The linkage shall be only for the balance of the consideration not yet paid.

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First Name

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Last Name

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Id number

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Signature

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Stamp

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Date

## Annex Q

### Confirmation of existence of Insurance Policies for the Contractor and anyone on his behalf in the Agreement between the Contractor and the Ministry of Transport and Road Safety

To

State of Israel - Ministry of Transport and Road Safety

At \_\_\_\_\_

Dear Madam/Sir,

ref: 3738

#### Re: Confirmation of Insurance Policies in Place

We hereby confirm that we executed the following for our insured \_\_\_\_\_ (hereinafter "the Contractor"), for the Insurance Period commencing on \_\_\_\_\_ until \_\_\_\_\_, in connection with the provision of aviation related financial, engineering and operational consulting and monitoring Services, including conducting meetings, visits to the Airport Authority and to airfield facilities, for the Ministry of Transport and Road Safety:

#### Employers Liability Insurance, Policy number

1. His legal responsibility towards his employees in employer liability insurance in all areas of the State of Israel and the occupied territories.
2. The limit of liability shall not be less than 5,000,000 USD per employee, per case and for the insurance period (one year);
3. The insurance is extended to cover the insured's liability towards contractors, subcontractors and their employees in the event he will be considered their employer.
4. Insurance under the policy is extended to indemnify the State of Israel - the Ministry of Transport and Road Safety, in the event that it be claimed that he bear employers liability in case of the occurrence of a work accident / occupational disease, towards any one of the employees of the Contractor, supplier, contractors, sub-contractors, professionals and their employees in his service.

#### Third Party liability Insurance, Policy number

1. His legal liability in liability insurance towards third parties under the laws of the State of Israel, in respect of personal injury and property damage, in all areas of the State of Israel and the Occupied Territories.
2. The limit of liability shall not be less than US \$ 1,000,000 per case and for the insurance period (one year).

3. The policy includes cross-liability.
4. The Property of the state of Israel and the Airport Authority will be considered Third Party Property.
5. The insurance is extended to cover the liability of the insured towards a third party in respect of the activity of contractors, subcontractors, and their employees.
6. Insurance under the policy is extended to indemnify the State of Israel - the Ministry of Transport and Road Safety, to the extent that they are deemed responsible for the acts and / or omissions of the service provider and all those acting on his behalf.

### **Professional liability Insurance, Policy number**

1. The policy covers damage caused by the breach of professional liability of the Contractor, his employees and consultants on his behalf and for anyone acting on their behalf, which occurred as a result of an act of negligence, including omission, mistake, misrepresentation, negligent declaration made in good faith, any of which were made in connection with the provision of financial, engineering and operational consulting or monitoring services in the field of aviation and examination of the development and budget plans for the Ministry of Transport and Road Safety, including monitoring, providing opinions, examining alternatives and their implications, formulating recommendations, preparing reports, summaries and presentations, conducting meetings, visits to the Airport Authority and Airport facilities, accompaniment of projects in the fields of aviation from the engineering, financial and operational perspectives and in the areas of ongoing operations and maintenance of facilities and equipment, in accordance with the Tender and the Contract with the State of Israel - Ministry of Transport and road safety.
2. Limit of liability will be no less than 2,500,000USD per case and per insurance period (1 year).
3. Territorial boundaries and Jurisdiction: the entire world, including Israel.
4. The insurance under the policy will be extended to include the following extensions:
  - Fraud and dishonesty of employees;
  - Loss of documents, including loss of use and / or delay due to insurance event;
  - Cross-liability, but the coverage shall not apply to claims of the Contractor towards the State of Israel - the Ministry of Transport and Road Safety;
  - Extension of the disclosure period for at least 6 months;
5. The insurance under the Policy is extended to cover the State of Israel – Ministry of Transport and Road Safety, insofar as it may be deemed responsible for the acts and/or omissions of the Contractor and anyone on his behalf.

### **General**

The above Policies include the following terms:

1. The following shall be added to the name of the insured, as additional insureds: the State of Israel - the Ministry of Transport and Road Safety, subject to the indemnification expansions as detailed above;

2. In any case of reduction or cancellation of the insurance by one of the parties, this shall have no validity unless we have given prior notice of at least 60 days, in a registered letter to the Ministry of Transport and Road Safety.
3. We waive any right of supersession, subrogation, claim, participation or return to the State of Israel - the Ministry of Transport and Road Safety and their employees, provided that the waiver does not apply towards a person who caused the damage with malicious intent.
4. The Contractor is solely responsible to us securing the payment of insurance premiums for all the policies and for fulfilling all the obligations imposed on the insured under the terms of the policies.
5. The deductibles specified in each policy shall apply exclusively to the Contractor.
6. Any item in the insurance policies that expropriates or reduces in any way the liability of the insurer, where there is no other insurance, will not be exercised against the State of Israel, and the insurance will be deemed a primary insurance that entitles all the rights under the insurance.
7. The exceptional deliberate intent and/or gross negligence is void insofar as it exists in any of the insured policies.

**Subject to the terms and conditions of the original policies, to the extent that they have not been expressly changed in accordance with what is stated in this approval.**

Sincerely,

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Insurer's Signatory and Insurer Stamp

At your service for any additional assistance or clarification as may be needed.

Sincerely,

Alon Harel  
Insurance reference

Copies:

Ms Sarah Sherwood, Attorney–Legal Advisor for the Internal Fund for Government Insurance  
Ms Liat Cohen – Property and liability underwriter