

ISRAEL



MINISTRY OF TRANSPORT
AND ROAD SAFETY

Clarification for bidders-

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

Part A - Changes in the introduction - section 1 of the tender

Part B - Answers to clarification questions asked by bidders

Part C - (Attached separately) - Updated Annexes - WORD version

General Clarification:

This Clarification document for bidders (Including the attached annexes) is published in Hebrew version and in English version. The legally binding wording is of the Hebrew version only. In any case of discrepancies between the Tender Documents and this Document (Including the attached annexes), this Document will prevail.

Part A:

a. Preamble and Procedure

1. Introduction- Updated (changes have been made to sections 1.1, 1.5 and 1.6)

1.1 The Israel Airports Authority (hereinafter, "the Authority" or "the IAA") was established in 1977 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, Haifa, Herzeliya and Mahanaim, and the Ramon Airport. **The new Ramon Airport at Timna has been open in 2019, and with the beginning of its operation, the Airports at Ovda and Eilat ceased to operate. The Sdeh Dov airport also ceased its operation beginning July 2019. In addition, according to the decision of the State Council for Planning and Construction, ordering the cessation of activity at the airport in Herzeliya, it was decided to erect a new airport for general aviation to the east of Hadera according to National Infrastructure Plan No 74.**

- 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 **beyond the scope of the aviation regulation according to aviation laws. This sphere is supervised by Civil Aviation Authority.**

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 supervisor, 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 Deleted.**
- 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.

Part B - Answers to clarification questions asked by bidders

No.	Section	Question/Clarification	MOT Answer
1	<i>General</i>	Please confirm that the experience of all members of the Bidder's consortium will be taken into account for satisfying the threshold and quality evaluation criteria	The bidder's compliance with the threshold conditions and the quality score will be examined as specified in the tender documents, so that in relation to the bidder's experience, the bidder must comply with the threshold conditions and quality score criteria in one's own right , and not through other factors, entity or consultants.
2	<i>General</i>	Please confirm our understanding that the Winning Bidder/Contractor will receive specific requests for services from the Supervisor that will contain detailed scope of work, tasks, deliverables, and desired timelines.	Yes, the bidder understood correctly
3	<i>General Section 3</i>	To allow for sufficient time to provide the clarification responses and incorporate them into the Bidders' responses as well as given the ongoing holiday period in Israel, we would be very grateful for your consideration to extend the current deadline by one month to November 25 th , 2019.	The submission date is 17/12/19 at 12:00 noon, Israel time
4	Section 5.1	Please clarify the requirement "The Bidder is responsible for confirming receipt of his requests for clarifications, at 02-6663099."	The bidder has to make sure that the clarification request has been received by calling 972-26663099; preferably via email to Ms. Hila Yavlovich: yavlovichh@mot.gov.il
5	Section 6.5	Please clarify the statement on p. 5 "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.". Please define who the "Consultants" are.	The experience required in Section 6.5 is an experience of the bidder in one's own right , and not the experience of any other entity or consultant. The consultants' experience will be examined in sections 6.7-6.8

No.	Section	Question/Clarification	MOT Answer
6	Section 6.5+6.6	Please clarify the nature of supporting documents to evidence Bidder's experience as required in 6.5 and 6.6. Is our understanding correct that Bidders can present client contracts, reference and recommendation letters, project certifications, work samples, and a combination of these?	A statement regarding the accuracy of the details in the relevant annexes (annexes E) is sufficient
7	Section 6.7+6.8	Please clarify the nature of supporting documents to evidence the experience of the Team Leader and Team Members as required in 6.7 and 6.8. Is our understanding correct that Bidders can present client contracts, employment contracts, reference and recommendation letters, project certifications, work samples, and a combination of these?	A statement regarding the correctness of the details in the relevant annexes (annexes F-J) is sufficient
8	Section 6.8.4.2	Kindly clarify the questions on Paragraph "6.8.4 Threshold Requirements – Israeli Representative" below: Given the size and complexity of aviation projects, for example a control tower, or a terminal building, or a runway infrastructure and assuming that each of the elements are beyond 10 Million NIS, please confirm that a project may be a single element in an airport development project and that each element may be accounted for as a separate project, even though they have been built possibly at the same airport and at the same time.	There can be several projects at any one airport. For Section 6.8.4.2 and Section 28.4.6, a significant independent element costing 10 million NIS or more shall be considered as a project
9	Section 6.8.4.2	Given the size and complexity of land transportation projects, for example a large bridge construction project within a large transportation project, for example as part of building an LRT project; Assuming that each of the elements within the LRT project are beyond 50 Million NIS, please confirm that a project may be a single element in a large transportation development project and each element may be accounted for as a separate project, even though they have been built possibly at the same site and at the same time.	There can be several projects in any one transportation project. For Section 6.8.4.2 and Section 28.4.6, a significant independent element costing 50 million NIS or more will be considered as a project.

No.	Section	Question/Clarification	MOT Answer
10	Section 6.8.4.2	<p>On Page 135 paragraph 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 proceeding submission of Proposals , for _____”projects for international airports outside of Israel” as opposed to 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.</p> <p>Please clarify that the conditions are as stated in 6.8.4.2 and not as stated in paragraph 2.2 on page 135 and no experience needed to be shown by the Israeli representative outside of Israel.</p>	The bidder is right. The words "outside of Israel" will be deleted from annex J1 . (in Hebrew version - no change needed)
11	Section 6.9	Please confirm that bidders, either domestic, or international, are not required to submit criminal records with the submission of their bids to satisfy the requirement in 6.9, p. 8.	No special document is required, the statement in annex K is sufficient
12	Section 10	Please confirm our understanding that the Government is committed to pay for the range between 200 and the minimum 1000 consulting hours, irrespective of the actual hours worked by the Consultant (p. 9).	Yes, the bidder understood correctly
13	Section 11.4	For the proposed additional consultants, please confirm that no CVs and details on their experience in the format of Annex E is required to be submitted.	The Bidder must act as listed in Section 11.4: He has to submit a letter of commitment, in which he commits to provide additional consultants as needed. <u>Before starting any project</u> , the bidder must present a list of at least 2 qualified consultants.
14	Section 11.4	Please clarify how the inclusion of additional consultants will be evaluated in the overall scoring of the technical proposal.	No. Additional consultants will not be evaluated as part of the overall scoring of the technical proposal.
15	Section 19	We assume this condition applies upon receipt of payment in full for services rendered. Please confirm.	See section 18.1 of the contract

No.	Section	Question/Clarification	MOT Answer																		
16	Section 23.3.b.	<p>Would the MOT be open to the following change:</p> <p>“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 negligent act, negligence, including omission,…”</p>	the request is rejected																		
17	Section 25.2	<p>25.2 states “In addition, another full copy, including all Annexes, will be submitted upon magnetic media, in Microsoft Word format.”</p> <p>Please accept a “full copy” of the submittal in a pdf or similar acceptable format.</p>	A "full copy" will be accepted provided the protection settings in the document enable copying it to a Word file																		
18	<i>Annexes-General</i>	Can you please provide a MS Word copy of all of the annexes?	The request is accepted. Word copy of corrected annexes are attached																		
19	Section (B) 6. Tender Pre-Requisites for Participation AND Column with header “Area of Services” in Annexes E1a, b, c; E2.a,b.	<p>Section 6 refers to Airport Management. In the Annexes noted, Airport <i>Project</i> Management appears to be used interchangeably with Airport Management. Can you please clarify?</p>	<p>The following are the changes in annex E in the English version, (in the Hebrew version written correctly)</p> <table border="1" data-bbox="919 1031 1516 1482"> <thead> <tr> <th data-bbox="919 1031 1117 1100">Annex</th> <th data-bbox="1117 1031 1300 1100">instead of</th> <th data-bbox="1300 1031 1516 1100">Will come the words:</th> </tr> </thead> <tbody> <tr> <td data-bbox="919 1100 1117 1205">E1a</td> <td data-bbox="1117 1100 1300 1205">Airport project management</td> <td data-bbox="1300 1100 1516 1205">aviation related project management</td> </tr> <tr> <td data-bbox="919 1205 1117 1310">E1b</td> <td data-bbox="1117 1205 1300 1310">Airport project management</td> <td data-bbox="1300 1205 1516 1310">Airport management</td> </tr> <tr> <td data-bbox="919 1310 1117 1415">E1c</td> <td data-bbox="1117 1310 1300 1415">Airport project management</td> <td data-bbox="1300 1310 1516 1415">Airport management</td> </tr> <tr> <td data-bbox="919 1415 1117 1446">E2a</td> <td colspan="2" data-bbox="1117 1415 1516 1446">no change</td> </tr> <tr> <td data-bbox="919 1446 1117 1482">E2b</td> <td colspan="2" data-bbox="1117 1446 1516 1482">no change</td> </tr> </tbody> </table>	Annex	instead of	Will come the words:	E1a	Airport project management	aviation related project management	E1b	Airport project management	Airport management	E1c	Airport project management	Airport management	E2a	no change		E2b	no change	
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20	<i>Annexes E-J</i>	<p>In the Instructions of the Annexes, the Tender states: "Bidder must specify the relevant documents in the offer that attest to the provision of these services." Further, the column detail in the Annexes require, "Documents indicating provision of services and their position in the proposal".</p> <p>We ask that the Tender instructions would be replaced with direction to provide project details on provision of services and how this satisfies the team member's qualification requirements. (Client Contact details are also provided in the existing adjacent column which would assist with this requirement). Obtaining certification and/or attestation for services provided from past clients and/or owners for the 15 year period of experience required in the proposal is a difficult if not impossible task.</p>	<p>The request is accepted. The requirement to specify documents that prove the bidder's experience shall be replaced by an affirmation that the experience specified is correct wherever such documents are required in the annexes. To prove the experience the bidder will have to attach details of a contact person for verifying the information.</p>
21	<i>Annexes G-I</i>	<p>In Annex G3.b, a COLUMN for <i>Countries where service is provided</i> is included in the annex. In G3.c there is no column for countries. Same goes for H3 b and c, I3 b and c.</p> <p>Please kindly amend if appropriate.</p>	<p>This is not a mistake. It complies with the tender requirements.</p>
23	<i>Annex I</i>	<p>Column 3 indicates a list we should choose from "Mark fields relevant to team member's experience", but no list is provided. All of the other Annex tables provide a list when this language is indicated.</p> <p>For clarification purposes, can MOT please provide the list of fields they would like noted here?</p>	<p>Corrected annexes are Attached: The third column is deleted, both in Exhibit I3-a and I3-b (this column is not required because each Appendix, both I3-A and I3-B, contains the relevant field).</p>
24	<i>Annexes J2+J3</i>	<p>Annex J2, J3 Tables – For submission purposes, please provide the relevant tables in Word Format and including up to 6 Projects (2 Threshold Requirements, up to 4 additional projects).</p>	<p>The request is accepted. All annexes are attached to this document as Word files</p>

No.	Section	Question/Clarification	MOT Answer
25	Section 8	<p>Would the MOT be open to the following change:</p> <p>“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 <u>and reasonable</u> satisfaction of the Government...”</p>	<p>section 8 is amended so at its end' the following shall be added: "and to the full satisfaction of the Government in accordance with the tender requirements"</p>
26	Section 13.3.h Professional Liability Insurance	<p>Would the MOT be open to the following change:</p> <p>“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 <u>negligent</u> act, negligence, including omission,...”</p>	<p>the request is rejected</p>
27	Section 14 Contractor's Liability	<p><i>We have the following language change questions related to Section 14. Contractor's Liability. We request these changes to align with insurance coverage and professional engineering standards:</i></p>	
28	Section 14.1	<p>“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 <u>to the extent caused by Contractor's negligent acts, errors, or omissions.</u>”</p>	<p>the request is rejected</p>
29	Section 14.2	<p>“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 <u>negligent</u> performance of the work, including damages, compensation for breach of contract, personal injury, damage to property, etc. This will be true whether due to a n <u>negligent</u> act or a omission of the Contractor or anyone on his behalf.”</p>	<p>the request is rejected</p>

No.	Section	Question/Clarification	MOT Answer
30	Section 14.3	<p>“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 a negligent 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.”</p>	the request is rejected
31	Section 14.4	<p>“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 reasonable 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 <u>under the above requirements</u>, and such payment will be deemed a debt owed to the Government by the Contractor.”</p>	the request is rejected
32	New - Request to add Section 14.5	<p>“14.5 Neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.”</p>	the request is rejected

No.	Section	Question/Clarification	MOT Answer
33	New - Request to add Section 14.6	<p>“14.6 Allocation of Risk. GOVERNMENT AND CONTRACTOR HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONTRACTOR’S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO GOVERNMENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$3,000,000 NIS OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONTRACTOR’S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.”</p>	the request is rejected
34	Section 18.1 Proprietary Rights	<p>Would the MOT be open to the following change: “18.1 <u>Upon payment in full for services satisfactorily rendered</u>, 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,...”</p>	The section remains as is
35	11.4	<p>Please clarify if hourly rates for the additional consultants need to be submitted. If so, where should these rates be included in the proposal as there seems to be no such category in Annex P.</p>	No need to submit rates for the additional consultants. The bid for the additional consultants is derived from the bid you submit, see sections 11.4.1-11.4.2
36	Annex p	<p>Please confirm that the price proposal should not present <u>monthly</u> costs and the prices in Annex P should be expressed in terms of hourly fees for each Team Member.</p>	Yes. The costs in the price proposal are hourly and not monthly.

More MOT clarification:

1	MOT clarification Section 6.8.4.2	<p>Following a mistake in translation from Hebrew to English, here are some corrections to the English version of the tender:</p> <ol style="list-style-type: none"> 1. Under the Threshold conditions in section 6.8.4.2, the word "Aviation" is replaced by the words "airport related" 2. In the first paragraph of annex j3-b, the words "large scale Transportation" is replaced by the words "airport related" 	
2	<i>MOT clarification Annex I</i>		(Wrong reference that requires change): in annex I3-c, the correct reference is section 6.8.3.3 in the tender, and not 6.8.2.3 -as written.