



State of Israel

Israel Government Advertising Agency  
(LAPAM)

**Tender No. 67/05/19**  
**For The Selection Of A Global Media**  
**Planning And Buying Agency For The**  
**Israel Ministry Of Tourism And The**  
**Israel Government Advertising Agency**

**Stage 1**  
**Invitation For Pre-Qualification**

**Tender No. 67/05/19 For The Selection Of A Global Media Planning  
And Buying Agency For The Israel Ministry Of Tourism And  
The Israel Government Advertising Agency**

**Stage 1: Invitation For Pre-Qualification**

**1. Executive Summary**

**1.1 General Background On LAPAM And The Ministry Of Tourism**

1.1.1 The Israel Government Advertising Agency (hereinafter: "**LAPAM**") is a governmental unit operating as a full service advertising agency which provides professional advertising services for all Israeli government offices.

1.1.2 Since 2005, LAPAM handles the global advertising account of the Israeli Ministry of Tourism (hereinafter: "**The Ministry**"), and carries out advertising and other marketing activities for The Ministry, aimed at promoting tourism from the various destination countries to Israel.

1.1.3 LAPAM hereby invites Global Media Agencies to take part in a Tender Process, for the selection of a global media planning and buying Agency for the Israel Ministry of Tourism and other LAPAM customers, if required, including additional advertising and marketing services, as specified hereunder.

1.1.4 The Tender Process will consist of three stages: an Invitation For Pre-Qualification, a Request For Proposals (RFP), and a final Invitation For Bids, as specified in Section 1.3 hereunder.

1.1.5 It should be noted that LAPAM operates an In-House digital department that manages most of its online advertising activities abroad, and therefore the services specified in this Tender include primarily offline media planning and buying.

1.1.6 However, the selected Agency might be required to provide online media planning and buying services, in various scopes, sometime in the future.

1.1.7 Without derogating from the foregoing, LAPAM may, at its sole and absolute discretion, perform the services specified in this Tender independently, in whole or in part.

**1.2 The Global Account Of The Ministry**

1.2.1 The Israel Ministry of Tourism operates in a number of key markets:

- North America (USA & Canada)
- Latin America (Brazil, Mexico)

- Europe (17 countries, including Russia and the United Kingdom)
- Asia (China, India, South Korea, The Philippines)

1.2.2 The Ministry, whose headquarters are in Jerusalem, operates 20 local offices in the various destination countries, including 4 offices in the US, 10 offices in European countries, 2 offices in China, one office in India, one office in Brazil, one office in South Korea and one office in The Philippines. In addition, The Ministry has marketing companies in Romania and Mexico.

1.2.3 The list of countries in which The Ministry conducts advertising campaigns is dynamic and changes from time to time, according to the needs and work plans of The Ministry. The Ministry may expand its operations in particular countries (including countries or territories in which it is not currently active) and reduce activity in other countries. Accordingly, the media budgets allocated to each country may change from time to time.

1.2.4 In 2017-2019, The Ministry conducted overseas advertising activities, via a Global Media Agency, in an amount of approximately 50 million Euros per year.

1.2.5 As of recent years, about 30% of the budget has been invested in the US (the country from which most tourists visit Israel) and about 60% of the budget has been invested in Europe (the continent from which most tourists visit Israel).

1.2.6 The allocation of the budget for the various media channels in these years was as follows:

- TV: 60%-87%
- Online: 5%-20%
- Out of Home: 5%-7%
- Print: 2%-5%

1.2.7 The Ministry estimates that its advertising budgets are not expected to change significantly in the coming years. However, it should be clarified that this is an assessment only, and LAPAM or The Ministry makes no guarantee as to the budget or volume of work that may be handled by the Global Media Agency to be declared as the winner of the Tender Process.

### 1.3 **The Tender Process**

#### 1.3.1 Summary:

The Tender Process for the selection of a global media planning and buying Agency for the Israel Ministry of Tourism and the Israel Government Advertising Agency will include three stages:

1.3.1.1 **Stage 1: An Invitation For Pre-Qualification (this Invitation)**, to determine the Eligible Participants who will take part in the next stage – a Request For Proposals. The Pre-Qualification stage will not include a financial bid or a Quality Evaluation.

The timetable for the Pre-Qualification stage will be as follows:

- Request for Clarifications deadline: **Wednesday, March 4, 2020, at 12:00 noon, Local Time.** [Amended: Thursday, April 2, 2020, at 12:00 noon, Israel Time].
- Pre-Qualification submission deadline: **Wednesday, March 25, 2020, at 12:00 noon, Local Time.** [Amended: Monday, May 4, 2020, at 12:00 noon, Israel Time].

1.3.1.2 **Stage 2: A Request For Proposals (RFP)**, to select up to 6 (six) Global Media Agencies which will compile the list for the final stage – the Invitation For Bids. The selection of the Agencies in the RFP Process will be based on a Quality Evaluation. The selected Agencies will sign Framework Agreements and be declared "Framework Agencies", who will be eligible to take part in the final stage for this Tender, as well as future Invitations For Bids, according to the terms and conditions specified in this Tender.

1.3.1.3 **Stage 3: An Invitation For Bids**, to select the winning Agency, according to the terms and conditions of the Invitation. The winning Agency will enter a one-year contract, with LAPAM having the option to extend the contract, at its sole discretion and according to LAPAM's needs, for additional periods of up to one year each, provided that the total engagement term does not exceed five years.

### 1.3.2 The Invitation For Pre-Qualification

1.3.2.1 The purpose of the Pre-Qualification Process is to identify Eligible Participants, who will be invited to participate in the RFP Process.

1.3.2.2 During the Pre-Qualification Process, participants will submit required documents in accordance with the provisions of this Invitation, in order to demonstrate their compliance with all Pre-Qualification Mandatory Requirements and conditions as specified in Section 5 to this Tender.

1.3.2.3 It should be noted that the Pre-Qualification submissions will only be opened after approval of the Exceptions Committee in the Ministry of Finance.

1.3.2.4 The Pre-Qualification submissions received by the submission deadline will be evaluated by the Tender Committee in accordance with the provisions of this Invitation. The Pre-Qualification submissions will not be graded by the Tender

Committee, which will only determine if the submitting Agency passed or failed the Pre-Qualification Process.

1.3.2.5 Following its evaluation, the Tender Committee will announce the Eligible Participants. Only the Agencies that demonstrated compliance with all Pre-Qualification Requirements and all other applicable requirements and provisions of this Invitation, and were not otherwise disqualified thereby, will be announced as Eligible Participants for the RFP Process.

1.3.2.6 Agencies which did not comply with the Pre-Qualification Requirements and all other applicable requirements of this Invitation will be disqualified from this Tender.

### 1.3.3 The Request For Proposals

1.3.3.1 Following the completion of the Pre-Qualification Process, the Eligible Participants will receive the RFP documents and will be requested to submit a proposal, as specified in Section 7 to this Invitation.

1.3.3.2 All proposals submitted by the Eligible Participants will be examined and evaluated by the Tender Committee based upon their quality, according to the selection criteria which will be specified in the RFP documents.

1.3.3.3 In this matter, it should be clarified that the RFP Process may include additional conditions in order to qualify for the Quality Evaluation stage.

1.3.3.4 It should be noted that the Quality Evaluation of the proposals will include an Oral Presentation to be held in London, in which the participants will be required to demonstrate their capabilities, skills and experience in media planning and buying, as well as innovativeness and originality in media planning, all as specified in Section 10 of this Tender.

1.3.3.5 The participants will also be required to elaborate on the Agency's legal structure and/or activity, including global activity, activity in certain countries, branches, affiliations etc., all as will be specified in the RFP documents.

1.3.3.6 The exact dates, venue, and time slots will be determined at a later date, and the Agencies will receive proper notification at least 3 weeks in advance. It should be clarified that LAPAM may hold the presentations at a different destination in Europe.

1.3.3.7 The Tender Committee will select up to 6 (six) winners in the RFP Process – the Agencies which received the highest score in the Quality Evaluation, having scored at least 80 points, subject to LAPAM's rights as listed in Section 11 hereunder.

- 1.3.3.8 It should be clarified that Bidders who scored less than 80 points in the Quality Evaluation will be disqualified.
- 1.3.3.9 If six proposals or less are submitted as part of the RFP Process, or if six proposals or less remain for discussion before the Tender Committee after the Pre-Qualification stage, the Tender Committee may, at its sole discretion, select all of the Eligible Participants as winners of the RFP Process, without evaluating the quality of the proposals.
- 1.3.3.10 Without derogating from the foregoing, it shall be made clear that the Tender Committee may select more than six winners in the RFP Process, or less, at its sole discretion.
- 1.3.3.11 The winners of the RFP Process will compile the list for the final stage – the Invitation For Bids. The selected Agencies will sign Framework Agreements attached as Appendix D to this Tender and be declared "Framework Agencies", who will be eligible to take part in the final stage for this Tender, as well as future Invitations For Bids, according to the terms and conditions specified in this Tender.
- 1.3.3.12 It should be clarified that LAPAM or The Ministry has no obligation to order certain scope of services from any of the Framework Agencies (if any), and the Framework Agencies shall have no claim and/or demand against LAPAM or The Ministry in this respect.
- 1.3.3.13 Winning of the RFP Process and/or signing the Framework Agreement between LAPAM and the Agency does not require LAPAM to contact the Framework Agencies to perform services of any scope, and the Framework Agencies will be entitled to compensation only in accordance with the service they actually perform following their winning an Invitation For Bids Process.

#### 1.3.4 Invitation For Bids

- 1.3.4.1 Following the RFP Process and the signing of the Framework Agreements, the Tender Committee will issue an Invitation For Bids to all Framework Agencies, to select the winning Agency, according to the terms and conditions of the Invitation.
- 1.3.4.2 The winning Agency will enter a one-year contract, with LAPAM having the option to extend the contract, at its sole discretion and according to LAPAM's needs, for additional periods of up to one year each, provided that the total engagement term does not exceed five years.

1.3.4.3 It should be noted that the winning Agency would be required to submit a Performance Guarantee and an Insurance Certificate according to the terms and conditions of the Invitation For Bids.

1.3.4.4 In the event that LAPAM will decide not to extend the engagement period with the winning Agency, the Tender Committee may issue a new Invitation For Bids to all Framework Agencies.

1.3.4.5 Without derogating from the foregoing, the Tender Committee may, during the engagement period with the Framework Agencies, issue additional Invitations For Bids to perform services specified in this Tender. Such Invitations may include services in a specific country and/or continent, execution of a unique or specific activity and any other matter that the Tender Committee deems fit, at its sole discretion.

1.3.4.6 It is hereby clarified that a contract signed following an Invitation For Bids will remain valid even if the Framework Agreement with the Agency is not validated and/or if a new Tender will be issued for the services specified in this Tender, and LAPAM may extend the period of the contract with the winning Agency of such Invitation For Bids, in accordance with the terms of the contract.

## **2. General Rules**

### **2.1 Governing Law and Jurisdiction**

2.1.1 The Pre-Qualification Process, as well as all stages of the Tender Process, shall be governed and construed in accordance with the provisions of all applicable Israeli Laws, including the Mandatory Tenders Law 5752-1992, and the Regulations.

2.1.2 The applicable court in Tel Aviv shall have the sole jurisdiction over all matters and all disputes arising in connection with the Pre-Qualification Process and the Tender Process.

2.1.3 The foregoing does not derogate from the obligation of any participating Agency and anyone on their behalf, to address the Tender Committee, in writing, with a specific and detailed claim or compliant.

### **2.2 Language and Certification of Documents**

2.2.1 All Pre-Qualification Submissions, including Pre-Qualification Forms, statements contained therein and responses to Requests for Clarifications shall be in English.

2.2.2 Supporting documents and printed literature submitted by a participant in any other language, other than English, should be accompanied by a translation to English

(authenticated by a Public Notary), in which case, for purposes of interpretation, the translation to English shall prevail.

2.2.3 It should be noted that protocols and other Tender Committee documents will be in Hebrew, excluding answers to clarification questions.

### **2.3 Currency and Prices**

2.3.1 All prices in the Pre-Qualification submissions or the proposal must be quoted in Euros (€) and must include all taxes and levies, excluding VAT, unless stated otherwise. Prices regarding activities in the US will be quoted in US Dollars (\$).

2.3.2 Invoices and payments according to this Tender will be undertaken according to the directives of the Accountant General at the Israel Finance Ministry, as in effect at the relevant time.

## **3. The Required Services And Scope Of Work**

### **3.1 General**

3.1.1 LAPAM and The Ministry are looking for a global media planning and buying Agency, who will provide the required services acting as an active partner.

3.1.2 The selected Agency is expected to be initiative, innovative and transparent, and perform the services in the highest level.

3.1.3 The Agency will plan and buy media for LAPAM's customers and The Ministry in various countries around the globe, and perform other related services, as specified hereinafter. It should be noted that the services required in this Tender might include services related to media planning, media buying and advertising, which are not specified in this Section.

3.1.4 The Agency will provide, inter alia, the following services, in whole or in part:

### **3.2 Media Planning and Buying**

3.2.1 Media Planning and strategy for campaigns in various countries, in accordance with a brief and/or media planning guidelines to be provided by LAPAM and/or The Ministry, which will include relevant information regarding the target audience, budget scope, schedules and any other relevant information.

3.2.2 Media Buying in accordance with the media plans approved by LAPAM and/or according to the directives of LAPAM or The Ministry, while taking any actions necessary in order to obtain the best prices and/or spots and/or channels and/or terms.

- 3.2.3 Transfer of advertising materials to the media and monitoring execution according to the relevant order.
- 3.2.4 Handling ads delivery to the media through advertising delivery specialists (such as Adstream etc.).
- 3.2.5 It shall be clarified that media planning and buying may be executed in various media, including: TV, radio, online (including cell phones, tablets and computers), print, out of home (including billboards, public transport) and direct mail, as well as any other media, existing or future, as required by LAPAM.
- 3.2.6 The Agency will monitor and verify the full execution of the orders and/or transactions and/or contractual agreements to be signed with the media and the full performance of each media campaign, including monitoring and verification of the media's obligations.
- 3.2.7 The Agency will check and approve all invoices by the relevant media publishers, agencies and other suppliers before passing them over to LAPAM for approval and authorization of payment.
- 3.2.8 The Agency may be required, every year in advance, to prepare a detailed annual advertising budget, according to LAPAM's directives as to the overall annual budget allocated by LAPAM or The Ministry to the operations according to this Tender.
- 3.2.9 The Agency may be required to prepare, in advance, a detailed budget for every specific campaign. The budgets will address, in sufficient detail, as requested by LAPAM or The Ministry, the cost estimates of all the services, resources, channels and materials entailed in each foreseen campaign.
- 3.2.10 The Agency will be required to submit various reports regarding different issues, as required by LAPAM, including detailed summary reports at the end of each campaign, which will include, inter alia, insights and conclusions about the campaign, achievements (actual vs. planned) according to relevant parameters, including the planned activities and campaigns, budget utilization, media exposure, adherence to timetables, etc.
- 3.2.11 As mentioned above, LAPAM operates an In-House digital department that manages most of its online advertising activities abroad, and therefore the services required in this Tender include primarily offline media planning and buying.

### **3.3 Consulting**

- 3.3.1 Providing consulting services regarding media issues, including the provision of reviews, assessments and recommendations in connection with the issues described in this Tender, as well as examining media layouts and/or price bids received from media regarding various projects and/or any other issue, as required by LAPAM.

3.3.2 Performing assessments, evaluations and monitoring regarding media plans submitted by third parties to LAPAM and/or The Ministry, in accordance with The Ministry's marketing agreements with factors in the tourism industry (airlines, tourism wholesalers), including providing professional opinions on prices in media plans.

3.3.3 Upon request, the Agency will periodically provide overviews of the media landscape and media trends in markets of interest for LAPAM, whether markets LAPAM is already active in, or markets LAPAM is interested in for future campaigns or operations.

#### **3.4 Various Services And Special Projects In Connection With Advertising, Marketing And PR**

3.4.1 The Agency may be required to plan and execute special projects and/or provide various services in connection with advertising, marketing and PR, including all or part of the following:

3.4.1.1 Advertising planning and creative services, including strategy;

3.4.1.2 Design, graphic design, studio work, digital art designing, infographics and branding;

3.4.1.3 Branded content, content marketing, sponsorships and endorsements, including the execution of joint campaigns with Online Travel Agencies (OTAs). In this matter, it should be noted that negotiations on agreements in connection with these issues may be conducted directly by The Ministry and/or LAPAM, and the Agency will be required to execute the signing of the agreements with the OTAs and/or expert consultants in the aforesaid fields.

3.4.1.4 Development and creating printed and/or photographed and/or digital content, including technical execution, content creation, productions, web design and development, writing, editing, photography, translating or writing in a foreign language, print productions;

3.4.1.5 BTL advertising, including BTL events, promotions, catalogs, etc.;

3.4.1.6 Direct mail and/or Email marketing;

3.4.1.7 Signing contracts with Presenters, Talents and Key Opinion Leaders (including bloggers and influencers);

3.4.1.8 Conducting advertising and market research, including baseline studies, media habits studies, pre-test, effects after release, post analysis of the campaigns, market data reports, competitive data reports, monitoring of communication campaigns, etc.

3.4.1.9 In markets where creative materials must obtain regulatory approval before accepted by the media, the Agency will acquire the needed approval for LAPAM.

3.4.1.10 Any other service in connection with advertising, marketing and PR, as required by LAPAM.

3.4.2 The Agency will also be required to initiate campaigns, propose ideas and identify opportunities to carry out promotional projects in accordance with LAPAM's targets.

3.4.3 It should be clarified that the Agency will be solely responsible for the full execution of the aforesaid Services, including via engagements with third parties.

3.4.4 The Agency will be responsible to any legal handling and/or legal matter in connection with the execution of the Services, including signing agreements with third parties, regulatory issues, insurance, safety standards etc.

### **3.5 Description Of The Work Process**

3.5.1 The Agency will assign a designated professional and experienced team for the provision of the services, whose offices will be located in Europe (including the UK) and which will consist of at least one Team Manager and three Team Members, who will be required to comply with the conditions set out in this Tender (Hereinafter: "**The Central Team**").

3.5.2 From time to time, LAPAM will issue a written request to the Central Team for the execution of a campaign or any other service specified in this Tender. LAPAM will provide any relevant information regarding the service, whether in a form of a brief or any other format.

3.5.3 The Central Team will be responsible for preparing a plan of action to be sent for LAPAM's approval, which will include all necessary details, including an advertising strategy, a media plan, creative ideas, samples and any other details requested by LAPAM.

3.5.4 The plan of action and/or the media plans may be prepared directly by the Central Team or by operating local teams in the relevant countries, according to LAPAM's directives and/or approval.

3.5.5 Once the plan of action and/or the media plan has been approved by LAPAM or The Ministry, LAPAM will send a signed purchase order to the Central Team, which shall constitute a confirmation of the execution of the plan.

3.5.6 Should LAPAM reject a plan, in part or in whole, the Agency shall adjust the plan according to LAPAM's directives and send the plan for LAPAM's approval.

3.5.7 The Agency and/or the Central Team and/or anyone on their behalf shall not proceed with the execution of any plan or activity unless it has obtained, in advance, a written authorization from LAPAM, including a signed purchase order, duly signed by an authorized representative of LAPAM.

3.5.8 The Central Team will send LAPAM all materials and/or information and/or documents required by LAPAM or The Ministry, including Campaign Summary Reports; Proofs of advertising (for any activity); Invoices for payment and Copies of the media channels invoices (TV/radio stations, newspapers/magazines, billboards, websites etc., as applicable).

3.5.9 It is clarified that receiving a Proof of Performance regarding any service and a copy of the media channels invoices will be a condition for payment of the invoice by LAPAM.

3.5.10 For each activity under this Tender, the Agency shall submit the following to LAPAM for its specific written approval, in accordance with the relevant requirement:

- Media plan and schedules, space and other facilities.
- Detailed cost estimates of each of the various items of the activity or campaign including media.
- A detailed document explaining the advertising strategy, the choice of media plan, and the logic behind the creative concept.

3.5.11 The Central Team will submit execution and campaign summary reports to LAPAM. The reports should include information regarding the media reach, as well as evaluation and analysis of each project and campaign's success.

#### **4. The Framework Agreement Period**

4.1 The Agencies that will comply with the Pre-Qualification Requirements and selected in the RFP Process will sign a Framework Agreement, as attached hereto as Appendix D.

4.2 The Framework Agreement period will commence upon signature of the Agreement by both parties and will be in effect for a period of one year (12 months).

4.3 LAPAM shall have the option, at its sole discretion, to extend the duration of the Framework Agreements for additional periods of up to one year each, provided that the total engagement term does not exceed five years for each Framework Agreement, subject to a prior written notice by LAPAM (without the need for both parties to sign an addendum to the Framework Agreement).

4.4 It is clarified that LAPAM may extend the Framework Agreement period, at its sole discretion, with some of the Framework Agencies, and that LAPAM will not be

obligated to extend the Framework Agreement with all or part of the Framework Agencies.

4.5 LAPAM shall be entitled to terminate any Framework Agreement, with any of the Framework Agencies, at any time and at its sole discretion, subject to a written notice to the Framework Agency 30 days in advance.

4.6 The terms and conditions of the Agreement that shall be signed with the winner of the final stage, the Invitation For Bids Process, will be specified in the Invitation that will be sent to the Framework Agencies.

## 5. **Pre-Qualification Mandatory Requirements**

The submitting Agency (for the purpose of this Section: "**The Bidder**") must comply with all Pre-Qualification conditions set out hereunder, and shall submit all necessary documents in order to demonstrate its compliance with the Pre-Qualification conditions. Failure to comply with all of the conditions specified in this Section may result in the disqualification of The Bidder.

**The Bidder must comply with all the following conditions (accumulatively):**

5.1 The Bidder is a duly incorporated and validly existing single Entity under the laws of the jurisdiction in which it is incorporated.

5.2 The Bidder is a Global Media Agency engaged in Media planning and buying, which either is a Holding Company/Media Group or has Legal Affiliations to a Holding Company/Media Group.

For the purpose of this Section:

**"Holding Company/Media Group"**: A duly registered corporation that provides global media planning and buying services in 85 countries or more and employs at least 15,000 employees, either by itself or via another Legal Entity.

**"Legal Affiliations"**: A legal structure that enables the Bidder to benefit from the purchasing power of the Holding Company/Media Group, including parent company, subsidiary, fellow subsidiary, related company, target company / absorbing company in merger, acquisition or partial acquisition (including activity acquisition), department inside a company, or any other legal affiliation that enables the Bidder to benefit from the purchasing power of such Holding Company/Media Group (according to LAPAM's discretion, and subject to providing proof from the Holding Company/Media Group to the extent required by LAPAM).

5.3 The Bidder is not incorporated or domiciled in a state that does not have diplomatic relations with the State of Israel.

- 5.4 The Bidder's offices which will be providing the services to LAPAM via the designated Central Team are located in Europe (including the UK), and employs at least 40 regular employees.
- 5.5 The Bidder provides services to at least 5 International Clients, each of them purchasing media through the Bidder in at least 6 countries.
- 5.6 The Bidder's annual business turnover of Offline Media Billing in 2018 or 2019 was at least 400 million Euros. For the purpose of this Section: "Offline Media": TV, Radio, Out of Home, Newspapers & Magazines, Cinema.
- 5.7 The Bidder has experience providing media planning and buying services in the US, UK and Germany, and in 2018 or 2019 provided media planning and buying services in the said markets, as follows:
- In the US – in the amount of at least 10 million Dollars;
  - In the UK – in the amount of at least 10 million GBP;
  - In Germany – in the amount of at least 10 million Euros;

It should be clarified that in general, the Pre-Qualification documents will be submitted by one Legal Entity, and the mandatory requirements listed above should be met by the Bidder and not anyone on its behalf.

Notwithstanding the above, given the complexity of activity and market characteristics, including the existence of different operation models and incorporation methods of the companies in the market, transactions for acquisition, partial acquisition or activity acquisition and the like - the Tender Committee may attribute to a Bidder experience and financial turnover accrued by a Holding Company / Media Group that is legally affiliated to the Bidder, as detailed above, including any other relevant data specified under the mandatory requirements, at its sole discretion.

In case LAPAM will be requested, as part of the Requests for Clarification stage, to refer to specific circumstances of a certain Bidder regarding its compliance with the mandatory requirements, it should be noted that LAPAM does not guarantee to be able to answer such questions, but will make an effort to do so.

A Bidder who will not submit the Pre-Qualification documents under the provisions of this Section may be disqualified out of hand. The Tender Committee reserves the right to amend technical flaws in the submitted documents to accommodate it to the Tender requirements.

## 6. **List of Documents to be Submitted in the Pre-Qualification Stage**

The Bidder must submit the following documents for the Pre-Qualification stage:

- 6.1 All certifications and documents required to prove Bidder's compliance with the Pre-Qualification Mandatory Requirements, as specified in Section 5 to this Tender;
- 6.2 **Pre-Qualification Submission Letter**, according to the format attached hereto in **Appendix A**;
- 6.3 **Bidder's Profile Form**, according to the format attached hereto in **Appendix B**;
- 6.4 **Agency Profile** detailing the fields of expertise; operation years; legal structure; manpower strength and number of employees; customer types; previous experience in performing the services contemplated herein;
- 6.5 **Valid Certificate of Incorporation**;
- 6.6 **Confirmation of the Bidder's Annual Business Turnover of Offline Media Billing And Experience Providing Media Planning And Buying Services In The US, UK and Germany**, according to the format attached hereto in **Appendix C**;
- 6.7 **Certification / Report from the Statutory Auditor or CPA regarding the Bidder's compliance with the Mandatory Requirement of Section 5.6**;
- 6.8 **Answers to Clarification Questions Documents**, signed by the Bidder.

Notwithstanding the above, LAPAM reserves the right, at its sole discretion, to request submission of additional documents or written clarifications regarding The Bidder in order to evaluate its compliance with the Pre-Qualification mandatory requirements.

7. **List of the Documents to be Submitted by The Eligible Participants in the RFP Process** (Not to be submitted in the Pre-Qualification stage)

Bidders passing the Pre-Qualification stage and announced as Eligible Participants will be required to submit a proposal as part of the RFP Process.

The full and binding terms and conditions of the RFP Process will be specified in the RFP documents, which will be sent to the Eligible Participants.

It should be clarified that the RFP Process may include additional conditions in order to qualify for the Quality Evaluation stage and the Participants may be required to provide additional information regarding their legal structure and/or activity, including global activity, activity in certain countries, branches, affiliations, or any other information required by LAPAM.

For convenience, this Section will specify the expected documents to be submitted by the Eligible Participants in the RFP Process.

The proposal will most likely include the following documents, unless stated otherwise in the RFP documents:

- 7.1 **The Framework Agreement** attached as Appendix D to this Tender, each page initialed, with the Bidder's signature and stamp in the designated spot at the end of the Agreement.
- 7.2 **Two suggested Media Plans** according to the briefs that will be attached to the RFP documents.
- 7.3 **Two Case Studies** – a separate document attached to the proposal, in which the Bidder will detail of **two campaigns / special projects the Agency performed for different clients** (one campaign for each client).

For the purposes of this Section, a campaign / special project is a campaign not based on standard media buy of TV or radio airtime, advertising spaces in newspapers, billboards, Internet, etc.

For each project, the Bidder will present the following details:

- 7.3.1 Client name and category (tourism / commodities / lifestyle / vehicle / financials etc.);
  - 7.3.2 Campaign date (year, month);
  - 7.3.3 Campaign goals as defined by the client;
  - 7.3.4 Campaign territories (countries);
  - 7.3.5 Campaign financial scope;
  - 7.3.6 Media used in the campaign (TV, billboards, newspapers, online, etc.);
  - 7.3.7 Campaign performances (main KPIs relevant to the media used in the campaign);
  - 7.3.8 Free text on additional subjects related to the campaign, according to the Bidder's election and discretion;
- 7.4 **Résumé and data on the designated Central Team** the Bidder will assign and make available to LAPAM, as specified in Section 3.5.1 to this Tender. The Central Team will include at least one Team Manager and three Team Members, who will be required to meet the following qualifications:
- 7.4.1 **Team Manager** –

- A senior professional employee of the Bidder who has at least 5 years' experience in media planning and buying, during which s/he provided services to at least 5 International Clients.

In this regard, "International Clients": clients performing advertising activity in 5 or more different countries.

- Speaks English at mother-tongue or very high level.

#### 7.4.2 **Three Team Members** –

- Professional employees of the Bidder who have at least 2 years' experience in media planning and buying, during which they provided services to at least one International Client.
- In this regard, "International Clients": clients performing advertising activity in 5 or more different countries.
- Speak English at mother-tongue or very high level.

It shall be clarified that the same person may not be suggested as both Team Manager and Team Member.

The Bidder may replace and/or change the Central Team composition during the RFP Process subject to LAPAM's written approval and as long as the Oral Presentation did not take place.

The Bidder may not replace and/or change the Central Team composition during the engagement term without LAPAM's prior written approval.

Should the Bidder wish to replace the Team Manager or any Team Member at any point in time throughout the contract term, it must inform LAPAM at least 30 days in advance and in writing of such intention and propose a candidate of equivalent or higher qualifications to the one to be replaced. The replacement of the Team Manager or Team Member must be approved by LAPAM in advance and in writing.

LAPAM may, at its sole discretion and at any time, demand that the Team Manager or any Team Member be replaced. In such case, the Agency will perform the requested replacement within 30 days after receipt of LAPAM's request.

## 8. **General Terms and Conditions**

- 8.1 The Bidder's submissions will be in effect for at least 150 days from the last date set for the Pre-Qualification submissions. The Pre-Qualification documents will be submitted

by one Legal Entity only, and all documents and certifications required in this Tender will be on the name of that Legal Entity, unless stated otherwise.

- 8.2 All detailed Pre-Qualification Mandatory Requirements should be satisfied, with respect to the Bidder, on the submission date.
- 8.3 The Bidder may not make any change or modification to the Tender documents, whether by amendment / addition / deletion in the document text or by attaching a separate reservations document. Any unauthorized conditions, amendments, limitations, modifications, supplements, reservations, disclaimers or provisions will not be effective towards LAPAM or The Ministry and may cause disqualification of the Bidder.
- 8.4 The Pre-Qualification submissions received by the submission deadline will be evaluated by the Tender Committee in accordance with the provisions of this Invitation. The Pre-Qualification submissions will not be graded by the Tender Committee, which will only determine if the submitting Agency passed or failed the Pre-Qualification Process.
- 8.5 Following its evaluation, the Tender Committee will announce the Eligible Participants. Only those participants which demonstrated compliance with all Pre-Qualification requirements and all other applicable requirements and provisions of this Invitation, and were not otherwise disqualified thereby, will be announced as Eligible Participants for the RFP Process.
- 8.6 Participants who did not comply with the Pre-Qualification requirements and all other applicable requirements of this Invitation will be disqualified from this Tender.
- 8.7 This Tender and/or its results may not derogate from the effect of previous engagements of LAPAM with respect to the services detailed in the Tender on its publication date, if any.

## **9. Conflict of Interest / Confidentiality / Ownership**

- 9.1 The Framework Agencies will declare and undertake they are not under any Conflict of Interest between the services they currently provide and services required by LAPAM and The Ministry under this Tender, and they will not have any Conflict of Interest during the term of engagement between the parties and in the course of three months following the engagement termination.
- 9.2 The Tender Committee may disqualify any Agency that it deems to have potential for a Conflict of Interest. The Committee may also reach an arrangement with the Agency in order to prevent Conflicts of Interest, all according to its sole discretion.
- 9.3 The Framework Agencies will be required to execute a non-disclosure undertaking without reservation, and undertake that all findings and data related to the service they provide, including the products of their work, is kept confidential throughout the

engagement term and thereafter, except with the prior written approval of LAPAM and/or The Ministry to transfer the said findings and/or data.

9.4 The Intellectual Property rights for all the materials that will be prepared by the Agency or by any of its sub-contractors or other delegates as part of the services according to this Tender will be transferred in full to LAPAM and/or The Ministry and will be owned solely by the State of Israel.

9.5 For the avoidance of doubt, every document/item prepared by the Agency when providing the services will be the sole property of the State of Israel and the Agency or anyone on its behalf will have no argument or claim in this respect. Additionally, the Agency or anyone on its behalf may not use the information they are made aware of when providing the services.

9.6 The Framework Agencies will undertake not to present the results of the said work during and after the engagement term to anyone, except to representatives of LAPAM and/or The Ministry and/or anyone on their behalf, including any document/item the Agency prepares when providing the services, except with LAPAM's prior written approval.

## **10. Selecting the Framework Agencies and the Successful Bidder**

10.1 As aforesaid, the Tender Process for the selection of a global media planning and buying Agency for LAPAM and The Ministry will include three stages:

10.1.1 **An Invitation For Pre-Qualification (this Invitation)**, to determine the Eligible Participants who will take part in the next stage – a Request For Proposals. The Pre-Qualification stage will not include a financial bid or a Quality Evaluation.

10.1.2 **A Request For Proposals (RFP)**, to select up to 6 (six) Global Media Agencies which will compile the list for the final stage – the Invitation For Bids. The selection of the Agencies in the RFP Process will be based on a Quality Evaluation. The selected Agencies will sign Framework Agreements and be declared "Framework Agencies", who will be eligible to take part in the final stage for this Tender, as well as future Invitations For Bids, according to the terms and conditions specified in this Tender.

10.1.3 **An Invitation For Bids**, to select the winning Agency (hereinafter: "**The Successful Bidder**"), according to the terms and conditions of the Invitation. The Successful Bidder will enter a one-year contract, with LAPAM having the option to extend the contract, at its sole discretion and according to LAPAM's needs, for additional periods of up to one year each, provided that the total engagement term does not exceed five years.

10.2 The Pre-Qualification submissions received by the submission deadline will be evaluated by the Tender Committee in accordance with the provisions of this Invitation. The Pre-Qualification submissions will not be graded by the Tender Committee, which will only determine if the submitting Agency passed or failed the Pre-Qualification Process.

10.3 Following its evaluation, the Tender Committee will announce the Eligible Participants. Only the Agencies that demonstrated compliance with all Pre-Qualification Requirements and all other applicable requirements and provisions of this Invitation, and were not otherwise disqualified thereby, will be announced as Eligible Participants for the RFP Process.

10.4 Agencies which did not comply with the Pre-Qualification Requirements and all other applicable requirements of this Invitation will be disqualified from this Tender.

10.5 The Request For Proposals

10.5.1 Following the completion of the Pre-Qualification Process, the Eligible Participants will receive the RFP documents and will be requested to submit a proposal, as specified in Section 7 to this Invitation.

10.5.2 All proposals submitted by the Eligible Participants will be examined and evaluated by the Tender Committee based upon their quality, according to the selection criteria which will be specified in the RFP documents.

10.5.3 It should be clarified that the RFP Process may include additional conditions in order to qualify for the Quality Evaluation stage.

10.5.4 The full and binding terms and conditions of the RFP Process will be specified in the RFP documents, which will be sent to the Eligible Participants. For convenience, this Section will specify the expected terms and conditions for the RFP Process.

10.6 The Oral Presentation

10.6.1 The Quality Evaluation of the proposals will include an Oral Presentation to be held in London, in which the participants will be required to demonstrate their capabilities, skills and experience in media planning and buying, as well as innovativeness and originality in media planning, all as specified in this Section.

10.6.2 The participants will also be required to elaborate on the Agency's legal structure and/or activity, including global activity, activity in certain countries, branches, affiliations etc., all as will be specified in the RFP documents.

10.6.3 The exact dates, venue, and time slots for the Oral Presentation will be determined at a later date, and the Agencies will receive proper notification at

least 3 weeks in advance. It should be clarified that LAPAM may hold the presentations at a different destination in Europe.

10.6.4 It is highly recommended that all members of the Central Team will take part in the Oral Presentation. However, the Team Manager and at least two of the Team Members must be present in the Oral Presentation.

10.6.5 Each participating Agency will be given a 90 minute time slot for its presentation, which will include a short self-presentation of the Agency and the Central Team members, as well as a presentation of several issues, which will be specified in the RFP documents.

10.6.6 Such issues may include the two suggested Media Plans, which were attached to the proposal according to Section 7.2 to this Tender, The two Case Studies, which were attached to the proposal according to Section 7.3 to this Tender, a Proposed Out-Of-The-Box Idea for The Ministry, which can be applied to promote tourism to Israel, as well as information regarding the Agency's legal structure and/or activity, including global activity, activity in certain countries, branches, affiliations etc., all as will be specified in the RFP documents.

#### 10.7 The Selection Process

10.7.1 The Quality Evaluation of the proposals will be based on all the information and documents submitted and attached to the proposals, as well as the Oral Presentation.

10.7.2 The final and binding selection criteria will be specified in the RFP documents.

10.7.3 The Tender Committee will select up to 6 (six) winners in the RFP Process – the Agencies which received the highest score in the Quality Evaluation, having scored at least 80 points, subject to LAPAM's rights as listed in Section 11 hereunder.

10.7.4 It should be clarified that Bidders who scored less than 80 points in the Quality Evaluation will be disqualified.

10.7.5 If six proposals or less are submitted as part of the RFP Process, or if six proposals or less remain for discussion before the Tender Committee after the Pre-Qualification stage, the Tender Committee may, at its sole discretion, select all of the Eligible Participants as winners of the RFP Process, without evaluating the quality of the proposals, as specified in this Section.

10.7.6 Without derogating from the foregoing, it shall be made clear that the Tender Committee may select more than six winners in the RFP Process, or less, at its sole discretion.

10.7.7 The winners of the RFP Process will compile the list for the final stage – the Invitation For Bids. The selected Agencies will sign Framework Agreements attached as Appendix D to this Tender and be declared "Framework Agencies", who will be eligible to take part in the final stage for this Tender, as well as future Invitations For Bids, according to the terms and conditions specified in this Tender.

## 10.8 Invitation For Bids

10.8.1 Following the RFP Process and the signing of the Framework Agreements, the Tender Committee will issue an Invitation For Bids to all Framework Agencies, to select the Successful Bidder, according to the terms and conditions of the Invitation.

10.8.2 The full and binding terms and conditions of the Invitation For Bids Process will be specified in the Invitation, which will be sent to the Framework Agencies.

10.8.3 The winning Agency, which will be announced as the Successful Bidder, will enter a one-year contract, with LAPAM having the option to extend the contract, at its sole discretion and according to LAPAM's needs, for additional periods of up to one year each, provided that the total engagement term does not exceed five years.

10.8.4 It should be noted that the successful Bidder would be required to submit a Performance Guarantee and an Insurance Certificate according to the terms and conditions of the Invitation For Bids.

10.8.5 In the event that LAPAM will decide not to extend the engagement period with the Successful Bidder, the Tender Committee may issue a new Invitation For Bids to all Framework Agencies.

10.8.6 Without derogating from the foregoing, the Tender Committee may, during the engagement period with the Framework Agencies, issue additional Invitations For Bids to perform services specified in this Tender.

10.8.7 Such Invitations may include services in a specific country and/or continent, execution of a unique or specific activity and any other matter that the Tender Committee deems fit, at its sole discretion.

10.8.8 It is hereby clarified that a contract signed following an Invitation For Bids will remain valid even if the Framework Agreement with the Agency is not validated and/or if a new Tender will be issued for the services specified in this Tender, and LAPAM may extend the period of the contract with the winning Agency of such Invitation For Bids, in accordance with the terms of the contract.

## **11. LAPAM's Rights In All Stages Of The Tender Process**

- 11.1 The provisions of this Tender and the Agreement do not derogate or diminish from any right available to LAPAM under any applicable law including the provisions of the Mandatory Tenders Law 5752-1992 or the regulations promulgated pursuant thereto.
- 11.2 LAPAM may disqualify a Pre-Qualification submission or a proposal that lacks detailed reference to any section of this Tender or Appendices if LAPAM believes such deficit denies proper evaluation of the submission / proposal, or if not all required documents and/or approvals are attached, or if it was submitted not in the required format.
- 11.3 LAPAM may approach the Agencies or any particular Agency to receive clarifications, supplements or amendments to their submissions / proposals.
- 11.4 LAPAM may, at its sole discretion, at any time, with a notice provided in writing to all participants, set an earlier or later deadline for Pre-Qualification submission or proposal submission and change other dates and conditions with respect to this Tender, the Request For Proposals or the Invitation For Bids.
- 11.5 LAPAM is not obligated to select the cheapest bid in the Invitation For Bids, or any bid at all, and may approach other potential bidders at any time it deems fit and the participating Agencies will not be entitled for compensation as a result. In the event the Tender is canceled, LAPAM and/or The Ministry will not be liable to compensate the bidders or any participant in the Tender, in any manner.
- 11.6 LAPAM may conduct an independent inquiry or investigation regarding any matter in connection with the Tender Process, including that the particulars of the submission / proposal are true and with respect to the Pre-Qualification requirements, in any way it deems fit.
- 11.7 LAPAM will be entitled to disqualify any submission / proposal in the event LAPAM is of the opinion that the submitting Agency does not comply with the mandatory requirements or that it is unable to provide the services in accordance with LAPAM's needs, for any reason, at its sole discretion.
- 11.8 LAPAM retains the right to individually negotiate with each bidder with respect to their bids and/or decide not to engage a bidder at all. LAPAM retains its right to negotiate with the Successful Bidder without notifying it of the win, and to hold, in its election, a best and final process with all or some bidders.
- 11.9 LAPAM may, in any Invitation For Bids, choose a certain bid in whole or in part, and choose more than one bid and/or split the services between several bidders.
- 11.10 Without derogating from the above, it is clarified that LAPAM may, at its sole discretion, deliver some of the services detailed in this Tender to any other Agency,

and that LAPAM does not directly and/or indirectly undertake that the Services detailed in this Tender or in any Invitation For Bids will be performed by a single Agency.

- 11.11 At any time, LAPAM may engage an Agency or any other supplier to perform services of the kind detailed herein not through this Tender, at its sole discretion, in the most advantageous manner to LAPAM under the circumstances, provided that engagement with the said supplier is exempt of mandatory Tender under any applicable law.
- 11.12 LAPAM may expand the engagement with any Successful Bidder with respect to a previous Invitation For Bids at its sole discretion, without conducting another procedure among the Framework Agencies. Engagement expansion will take place according to the conditions set in the Invitation For Bids and the contract subject of the expansion, unless agreed otherwise between the parties.
- 11.13 At any time, LAPAM may, at its sole discretion, cancel this procedure and/or the RFP or any Invitation For Bids, and issue a new procedure.
- 11.14 At any time, LAPAM may, at its sole discretion, cancel this procedure or the RFP or any Invitation For Bids, before or after the winners are chosen, due to change in LAPAM's needs and/or client's needs and/or insufficient budget to perform all or some of the services required in this Tender.
- 11.15 LAPAM may, at any stage, terminate the Agreements with the Framework Agencies or any Successful Bidder following an Invitation For Bids, subject to a written notice. In such case, every Successful Bidder will be entitled for compensation for the services performed up to the stage in which such notice was issued.
- 11.16 Disqualification following negative opinion in writing or false information - LAPAM may disqualify any Agency who previously provided services to LAPAM or to another government entity and did not meet the timetables and/or required professional standards, or if there is a written negative opinion or audit report on the quality of the work supplied by such Agency, or who included in the submission / proposal for this Tender and/or another Tender published by LAPAM false and/or misleading and/or inaccurate information, even if it was done in good faith. In such instances, the Agency will be given a right to argue in writing or orally, subject to the discretion of the Tender Committee, before the final resolution is made.
- 11.17 Notwithstanding the abovementioned, LAPAM may disqualify a Framework Agency from participating in an Invitation For Bids, due to a negative opinion or experience regarding the provision of services specified in this Tender.
- 11.18 Where the engagement between LAPAM and Framework Agencies or any Successful Bidder was terminated, ceased or canceled, or if no agreement was executed with the winners in this procedure for any reason, LAPAM may approach

the next-ranking bidder according to the results of the Invitation For Bids (and if there is any preclusion to engaging the next-ranking bidder, turn to the next-ranking bidder after him, and so forth) to provide the service detailed herein, all in LAPAM's sole and absolute discretion. This right will be available to LAPAM at any stage, before and after the engagement term with the winners.

- 11.19 For the avoidance of doubt, it is made clear that announcing the Framework Agencies or the Successful Bidder following an Invitation For Bids does not conclude the selection process and/or form contractual relations between LAPAM and the Agencies. LAPAM may cancel its decision at its sole and absolute discretion before LAPAM's authorized signatories execute the Framework Agreement between the parties (without derogating from the need to obtain additional approvals after the winning announcement and without derogating from LAPAM's option to terminate and cancel the engagement at any time as detailed above).
- 11.20 It is also clarified that the Pre-Qualification submission or proposal submission is binding on the Bidder alone, and the submission does not impose any liability on LAPAM. LAPAM will not bear any payment or participate and/or reimburse any consideration whatsoever for expenses and/or direct and/or indirect loss incurred by the Bidder related to preparing the submission / proposal and participation in this Tender.
- 11.21 LAPAM may demand a Successful Bidder in an Invitation For Bids to promptly cease providing the service by certain employees and replace them with other employees, to be approved by LAPAM.

## **12. Instructions for Pre-Qualification Submission**

- 12.1 The complete Pre-Qualification submissions must be submitted in 2 copies: one copy clearly marked as an original, and another certified copy. In addition, the Pre-Qualification submission shall include a Disk-On-Key or a CD containing a copy of the submitted documents.
- 12.2 The submitting Agency must attach all required documents as per Section 6 above, including all certifications and documents required to prove that the Bidder meets the Pre-Qualification Mandatory Requirements.
- 12.3 The Pre-Qualification documents will be submitted, together with all relevant documents, in a sealed envelope, which will be marked "**Tender No. 67/05/19 For The Selection of a Global Media Planning and Buying Agency**" without any other detail. Within the sealed outer envelope will be a sealed inner envelope containing all the Pre-Qualification submissions.
- 12.4 The Pre-Qualification submissions shall be submitted to the Tender Box located in LAPAM's offices, near the reception counter, on the 15th floor (East Lobby) at 9 Ahad Ha'am Street Tel Aviv (Shalom Tower), Israel, **no later than Wednesday, March 25,**

**2020, at 12:00 noon, Local Time.** [Amended: Monday, May 4, 2020, at 12:00 noon, Israel Time]. Pre-Qualification submissions which will be submitted after the submission deadline will be disqualified.

- 12.5 LAPAM's offices will be open Sunday to Thursday, 8:30am to 4:30pm.
- 12.6 If the Bidder decides to submit the Pre-Qualification submissions by courier, including by mail, it should take all means necessary to ensure that the envelope is placed in the relevant Tender Box prior to the submission deadline.
- 12.7 It should be clarified that LAPAM and/or The Ministry will not be responsible for placing the Pre-Qualification submission in the Tender box. Any submission received at LAPAM's offices prior to the submission deadline, but for some reason was not inserted into the Tender box, shall be disqualified.
- 12.8 It should be noted that the Pre-Qualification submissions will only be opened after approval of the Exceptions Committee in the Ministry of Finance.

### **13. Disclosure of Documents**

- 13.1 In accordance with the provisions of regulations 21(e) and 21(f) of the Mandatory Tenders Regulations, 5753-1993, any Participant who was not announced as Eligible Participant or was not declared a Framework Agency shall be entitled to review the relevant protocols of the Tender Committee, in the Hebrew language, and any relevant Pre-Qualification Submission or Proposal submitted by Eligible Participants or Framework Agencies, and to receive a copy thereof.
- 13.2 The foregoing review by a Participant shall be for a fee in the amount determined by the Tender Committee.
- 13.3 Participants shall not be entitled to review Pre-Qualification Submissions submitted by other Eligible Participants before a decision is issued by the Tender Committee with respect to those parts of the Pre-Qualification Submissions which are commercially sensitive or confidential under this Tender or Law. The procedure (including the time schedule), with respect to disclosure of documents and review by other Participants shall be determined by the Tender Committee.
- 13.4 The Tender Committee shall evaluate, as it deems necessary, the commercially sensitive or confidential nature of parts of the Pre-Qualification Submission which were identified as such by the Participant in accordance with the provisions of Section 14 to this Tender. The decision of the Tender Committee with respect thereto will be issued to such Participant.
- 13.5 Participants shall not be entitled to claim that any part of the Pre-Qualification Submission other than those parts identified by them as being of a commercially sensitive or confidential nature cannot be reviewed by other Participants and each

Participant shall be deemed to have waived any claims it may have with respect thereto.

- 13.6 A Participant shall not be entitled to review information and/or documents included in the Pre-Qualification Submissions of other Participants, which it identified to be of a commercially sensitive or confidential nature pursuant to Section 14 regarding his own submission, unless otherwise determined by the Tender Committee. The foregoing shall apply, even in the event that the information identified by a Participant as commercially sensitive or confidential was not approved as such by the Tender Committee.

#### **14. Identification of Sensitive or Classified Information**

- 14.1 Without derogating from the generality of the provisions of Section 21(e) of the Regulations (and the discretion granted thereunder to the Tender Committee), Participants will detail, within the Pre-Qualification Submission Letter (Appendix A), in a clear, complete and legible manner, all information contained in their Pre-Qualification Submissions which they consider to be of a commercially sensitive or confidential nature and which in their mind should not be disclosed to other Participants.
- 14.2 For the avoidance of doubt, the Tender Committee may allow the review of information and/or documents which the Participant considers to be of a commercially sensitive or confidential nature and to act in accordance with the provisions of Section 13 to this Tender.
- 14.3 It shall be clarified in advance that the financial bid submitted by the Successful Bidder in the Invitation For Bids does not constitute to be commercially sensitive or confidential.

#### **15. Requests For Clarification**

- 15.1 Requests for clarifications, information or questions regarding the Tender Documents shall be submitted in writing only to Mrs. Sharon Cohen, Tender Committee Coordinator, via E-mail, at michrazim@lapam.gov.il, **by Wednesday, March 4, 2020, at 12:00 noon, Local Time.** [Amended: Thursday, April 2, 2020, at 12:00 noon, Israel Time].
- 15.2 The subject line should read "**Tender No. 67/05/19 For The Selection of a Global Media Planning and Buying Agency – Request For Clarification**".
- 15.3 The Clarification Request shall specify the relevant section to which the question or clarification relates. The questions should be submitted as an editable Microsoft Word file, in the following format:

<b>Clarification No.</b>	<b>Section (reference to the relevant Section in Tender Document)</b>	<b>Subject</b>	<b>Clarification/ Question</b>
<b>1.</b>			

- 15.4 LAPAM has no obligation to respond to any Clarification Request or to amend the Tender Documents further to such Clarification Request. No response shall be considered a rejection of such request.
- 15.5 The Tender Committee reserves the right to ignore Requests for Clarifications which are not submitted in accordance with the requirements of submission specified in this Section.
- 15.6 Any Request for Clarification of the Tender Documents raised at a date following the deadline for the submission thereof will be accepted or rejected, answered or not, at the discretion of the Tender Committee.
- 15.7 Answers to Clarification Questions, if submitted, will be sent to the inquirers without the inquirer's name and identifying information, and posted on LAPAM's website and on the Government Purchasing Agency website at: [www.jobiz.gov.il](http://www.jobiz.gov.il) and [www.mr.gov.il](http://www.mr.gov.il).
- 15.8 It should be noted that the Answers to Clarification Questions documents must be signed by the Bidder and attached to the Pre-Qualification submission, as specified in Section 6 to this Tender.

**16. Amendments And Addenda:**

- 16.1 The Bidder may not make any change or modification to the Tender documents, whether by amendment / addition / deletion in the document text or by attaching a separate reservations document. Any unauthorized conditions, amendments, limitations, modifications, supplements, reservations, disclaimers or provisions will not be effective towards LAPAM and may cause disqualification of the Bidder.
- 16.2 Notwithstanding any of the provisions of this Tender and without derogating from the discretion of the Tender Committee under the provisions of it, the Tender Committee reserves the right to revise, modify, amend, clarify, add, eliminate or otherwise change the Tender Documents or any part thereof, including, but not limited to, any instruction, requirement, specification, Pre-Qualification requirement(s) or date contained therein, whether at the discretion of the Tender Committee or as a result of a Request for Clarification.

- 16.3 Such revisions, if any, shall be announced by written clarification or addenda to the Tender Documents and will be deemed an integral part of this Tender.
- 16.4 The Tender Committee shall not be bound by, and Participants shall not rely on, any oral clarification to the Tender Documents.
- 16.5 No clarification or amendment to the Tender Documents shall be binding unless issued in the form of an Addendum.
- 16.6 Copies of Addenda published by the Tender Committee shall be published at the abovementioned websites.
- 16.7 Should any Addendum result from any Request for Clarification submitted by a Participant, the identity of such Entity or Participant shall not be disclosed.
- 16.8 Participants are required to acknowledge receipt of Addenda in writing no later than two days following receipt thereof by a returned Email to the Tender Committee.
- 16.9 Without derogating from the generality of the provisions of this Tender, the Tender Committee may postpone the deadline for Pre-Qualification Submissions, or any other date herein, by such number of days as shall be necessary in the opinion of the Tender Committee to enable the Participants to revise their Pre-Qualification Submissions as a result of any Addendum issued by the Tender Committee. The announcement of a new date, if any, will be included in the Addendum.

Sincerely,

**Israel Government Advertising Agency**

**(LAPAM)**

## Checklist

### **List of documents to be submitted in the Pre-Qualification stage:**

- The Pre-Qualification Letter, according to the format attached hereto in Appendix A;
- Bidder's Profile Form, according to the format attached hereto in Appendix B;
- Agency profile, as specified in Section 6.4 to this Tender;
- A separate document which specifies all relevant details regarding the Legal Affiliations to a Holding Company/Media Group and a proof from the Holding Company/Media Group regarding Legal Affiliation that enables the Bidder to benefit from the purchasing power of such Holding Company/Media Group, if required, according to Section 5.2 to this Tender.
- Valid certificate of incorporation, as specified in Section 6.5 to this Tender;
- Confirmation of the Bidder's Annual Business Turnover of Offline Media Billing And Experience Providing Media Planning And Buying Services In The US, UK and Germany, according to the format attached hereto in Appendix C;
- Certification / Report from the Statutory Auditor or CPA regarding the Bidder's compliance with the Mandatory Requirement of Section 5.6;
- Answers to clarification questions documents, signed by the Bidder, as specified in Section 6.8 to this Tender;

**Appendix A**  
**The Pre-Qualification Submission Letter**

To:

LAPAM – Israel Government Advertising Agency

9 Ahad Haam St, Tel Aviv, Israel

Dear Sir,

**Re: Tender No. 67/05/19 – Invitation for Pre-Qualification**

In response to the Invitation for Pre-Qualification as part of Tender No. 67/05/19 for the selection of a global media planning and buying agency for the Israel Ministry of Tourism and the Israel Government Advertising Agency:

1. We the undersigned, \_\_\_\_\_, the authorized signatories of the submitting Agency – \_\_\_\_\_, have thoroughly and carefully read the Invitation, and are pleased to submit our Pre-Qualification submission.
2. We agree to all of the provisions in the Invitation and we submit our Pre-Qualification submission in accordance with the terms and conditions contained therein.
3. We warrant that the Pre-Qualification submission is accurate, complete and up-to-date at time of the Pre-Qualification submission date, in accordance with the requirements of the Invitation.
4. We acknowledge and accept the provisions of Section 11 (LAPAM's Rights In All Stages Of The Tender Process) of the Invitation, and without derogating from the generality of the foregoing, understand that the submission of our Pre-Qualification submission shall not be deemed in any way to create an obligation on the part of the Tender Committee to announce our compliance with the Pre-Qualification requirements ; that the Tender Committee has the right to reject, as it deems appropriate, the Pre-Qualification submission submitted by the Agency; and that the Tender Committee has the right, as it deems appropriate, to annul the Pre-Qualification Process and to reject all Pre-Qualification submissions at any time, all in accordance with the provisions of the Invitation.
5. Incorporated hereto, and made an integral part of the Pre-Qualification forms, attachment and appendices thereto, and other appendices attached to the Pre-Qualification submission as described herein:
  - The Pre-Qualification Letter, according to the format attached hereto in Appendix A;
  - Bidder's Profile Form, according to the format attached hereto in Appendix B;
  - Agency profile, as specified in Section 6.4 to this Tender;
  - A separate document which specifies all relevant details regarding the Legal Affiliations to a Holding Company/Media Group and a proof from the Holding Company/Media Group regarding Legal Affiliation that enables the Bidder to benefit

from the purchasing power of such Holding Company/Media Group, if required, according to Section 5.2 to this Tender.

- Valid certificate of incorporation, as specified in Section 6.5 to this Tender;
- Confirmation of the Bidder's Annual Business Turnover of Offline Media Billing And Experience Providing Media Planning And Buying Services In The US, UK and Germany, according to the format attached hereto in Appendix C;
- Certification / Report from the Statutory Auditor or CPA regarding the Bidder's compliance with the Mandatory Requirement of Section 5.6;
- Answers to clarification questions documents, signed by the Bidder, as specified in Section 6.8 to this Tender;

6. Detailed herein is information and/or documents which the Agency considers to be of commercially sensitive or secret nature concerning the Pre-Qualification submission [to be completed in accordance with the provisions of Sections 13 and 14 of the Invitation]:

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Faithfully yours,

Name	ID	Signature sample
Name	ID	Signature sample

I, the undersigned Attorney/CPA, attest and confirm that the said signatories are authorized to sign on behalf of the Agency / the Legal Entity and to bind the Agency for all purposes and intents.

Name of Attorney/CPA	Address	Phone
Date	License Number	Signature and seal

**Appendix B**  
**Bidder's Profile Form**

<b>Company Details</b>	
Company Name	
Company Registration Number	
Country of Incorporation	
Incorporation Form	
Incorporation Date	
Authorized Signatories	
Major Shareholders	
Address	
Telephone	
Fax	
E-mail	
Website	
Contact Person for this Tender	
Role in the Company	
Telephone of the Contact Person	
Mobile Phone of the Contact Person	
E-mail of the Contact Person	

**Details Regarding the Pre-Qualification Mandatory Requirements**

Number of Bidder's Employees	
Number of Countries that the Bidder provides media planning and buying services in	
<p>Is the Bidder a Holding Company/Media Group?</p> <p>["A duly registered corporation that provides global media planning and buying services in 85 countries or more and employs at least 15,000 employees, either by itself or via another Legal Entity"]</p>	<p align="right"><input type="checkbox"/> Yes</p> <p align="right"><input type="checkbox"/> No</p>
<p>Does the Bidder have Legal Affiliations to a Holding Company/Media Group?</p> <p>["A legal structure that enables the Bidder to benefit from the purchasing power of the Holding Company/Media Group, including parent company, subsidiary, fellow subsidiary, related company, target company / absorbing company in merger, acquisition or partial acquisition (including activity acquisition), department inside a company, or any other legal affiliation that enables the Bidder to benefit from the purchasing power of such Holding Company/Media Group"]</p>	<p align="right"><input type="checkbox"/> Yes</p> <p align="right"><input type="checkbox"/> No</p> <p>If marked "Yes", please specify, <u>in a separate document attached to the Pre-Qualification submission</u>, all relevant details regarding the Legal Affiliations to a Holding Company/Media Group, and <u>provide proof from the Holding Company/Media Group</u>.</p>
Location of the Bidder's offices	
Location of the Bidder's designated Central Team which will be providing the Services	
Does the Bidder employ at least 40 regular employees in the Bidder's offices which will be providing the Services?	<p align="right"><input type="checkbox"/> Yes</p> <p align="right"><input type="checkbox"/> No</p>

<b>International Clients</b>	
Name of Client	Number of Countries in which the Client purchases media through the Bidder
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

According to the Mandatory Requirement specified in Section 5.5 to the Tender, **"The Bidder provides services to at least 5 International Clients, each of them purchasing media through the Bidder in at least 6 countries"**.

## Appendix C

### Confirmation of the Bidder's Annual Business Turnover of Offline Media Billing And Experience Providing Media Planning And Buying Services In The US, UK and Germany

To:

LAPAM – Israel Government Advertising Agency

9 Ahad Haam St, Tel Aviv, Israel

Dear Sir,

#### Re: Tender No. 67/05/19

1. We the undersigned, \_\_\_\_\_, the authorized signatories of the submitting Agency – \_\_\_\_\_, are making this affidavit in the name of the Agency.
2. We hereby declare as follows:
  - The Agency's annual business turnover of Offline Media Billing in 2018 was: \_\_\_\_\_ Euros.  
In words: \_\_\_\_\_ Euros.
  - The Agency's annual business turnover of Offline Media Billing in 2019 was: \_\_\_\_\_ Euros.  
In words: \_\_\_\_\_ Euros.
3. We hereby declare that the Agency has experience providing media planning and buying services in the US, UK and Germany.
4. **In 2018**, the Agency provided media planning and buying services as follows:
  - **In the US** – in the amount of \_\_\_\_\_ Dollars.  
In words: \_\_\_\_\_ Dollars.
  - **In the UK** – in the amount of \_\_\_\_\_ GBP.  
In words: \_\_\_\_\_ GBP.
  - **In Germany** – in the amount of \_\_\_\_\_ Euros.  
In words: \_\_\_\_\_ Euros.

5. **In 2019**, the Agency provided media planning and buying services as follows:

- **In the US** – in the amount of \_\_\_\_\_ Dollars.

In words: \_\_\_\_\_ Dollars.

- **In the UK** – in the amount of \_\_\_\_\_ GBP.

In words: \_\_\_\_\_ GBP.

- **In Germany** – in the amount of \_\_\_\_\_ Euros.

In words: \_\_\_\_\_ Euros.

6. **We hereby attach a Certification / Report from the Statutory Auditor or CPA regarding the Bidder's compliance with the Mandatory Requirement of Section 5.6;**

Faithfully yours,

_____	_____	_____
Name	ID	Signature sample
_____	_____	_____
Name	ID	Signature sample

**Appendix D**  
**Framework Agreement**

**[Not to be submitted in the Pre-Qualification stage]**

**Signed and executed in Tel Aviv on \_\_\_\_\_, 2020**

**BY AND BETWEEN:**

The Government of Israel of behalf of the State of Israel  
Through the Israel Government Advertising Agency (LAPAM), represented by its  
duly authorized signatories  
9 Ahad Haam Street (Shalom Tower), Tel Aviv 65251, Israel  
(Hereinafter: "**LAPAM**")

**ON THE FIRST PART**

**AND BETWEEN:**

\_\_\_\_\_ corporation no. \_\_\_\_\_  
\_\_\_\_\_ Street, \_\_\_\_\_  
By its authorized signatories:  
\_\_\_\_\_ ID \_\_\_\_\_  
\_\_\_\_\_ ID \_\_\_\_\_

(Hereinafter: "**The Agency**")

**ON THE SECOND PART**

- WHEREAS LAPAM issued Tender no. 67/05/19, constituting an integral part of this Agreement ("**The Tender**"). The Tender documents are attached hereto as **Annex A**; AND
- WHEREAS the Agency submitted its proposal to the Tender ("**The Proposal**") attached hereto as **Annex B**; AND
- WHEREAS LAPAM's Tender Committee chose the Agency's proposal; AND
- WHEREAS the Agency represents that it has the required know-how and experience to perform the services contemplated in the Tender and herein, and that it would like to supply the services to LAPAM according to the terms and conditions of the Tender and this Agreement;

**THEREFORE, the parties hereby declare, covenant and agree as follows:**

**1. Interpretation and Annexes**

- 1.1. The Preamble to this Agreement and the Annexes attached thereto constitute an integral part thereof.
- 1.2. Capitalized terms in this Agreement and in the Agency's proposal will be construed according to the meaning ascribed to them in this Agreement, and the

provisions of this Agreement will apply in any case of contradiction between the Agency's proposal and this Agreement.

1.3. Interpretation of the Agreement will be made in a manner maintaining the explicit and implied requirements of the Tender to the fullest extent.

1.4. In this Agreement, section headers are meant for the convenience only, and will be used for interpreting the Agreement covenants.

## **2. Definitions**

In this Agreement, the following terms shall have the meaning ascribed next to them:

**"Services"** - Media planning and buying, consulting services and various services and special projects in connection with advertising, marketing and PR, according to the specifications in Tender no. 67/05/19 published by LAPAM and in any Invitation For Bids conducted according to the Tender, as detailed in the Tender documents and in this Agreement, specifically the provisions of Section 2 of the Tender.

**"Information"** - any information, know-how, piece of information, document, correspondence, plan, figure, model, opinion, conclusion and anything else of this like connected and/or related to provision of Services, whether written or oral and/or in any other form or manner of information preservation electrically and/or electronically and/or optically and/or magnetically and/or otherwise, connected and/or related to the provision of Services.

**"Professional Secrets"** - any Information the Agency and/or anyone on its behalf will receive in connection with the services provision, whether received in the course of service provision or later, including, without derogation: Information to be provided by LAPAM and/or anyone else and/or anyone on its behalf.

## **3. Effective Date and Term**

3.1. This Agreement is a Framework Agreement for provision of Services for LAPAM, its customers and the Ministry of Tourism as set forth in the Tender documents and will be in effect for a period of one year, i.e., from \_\_\_\_\_ until \_\_\_\_\_. [To be filled by LAPAM]

3.2. LAPAM shall have the option, at its sole discretion, to extend the duration of this Framework Agreement for additional periods of up to one year each, provided that the total engagement term does not exceed five years, subject to a prior written notice by LAPAM (without the need for both parties to sign an addendum to this Framework Agreement).

3.3. LAPAM may, at its sole discretion, terminate this Framework Agreement, subject to a 30 days prior written notice, free of the duty to provide reasons.

#### **4. "Framework Agency" Status**

- 4.1. Upon signing of this Agreement, the Agency will be declared "Framework Agency", according to the terms and conditions of the Tender, and will be eligible to take part in the final stage for the Tender – the Invitation For Bids, as specified in Section 5 to this Agreement, as well as future Invitations For Bids, according to the terms and conditions specified in the Tender and this Agreement.
- 4.2. It should be clarified that LAPAM or The Ministry has no obligation to order certain scope of services from any of the Framework Agencies (if any), and therefore the Agency shall have no claim and/or demand against LAPAM or The Ministry in this respect.
- 4.3. "Framework Agency" status does not require LAPAM to contact the Agency to perform services of any scope, and the Agency will be entitled to compensation only in accordance with the service it actually performed following its winning an Invitation For Bids Process.
- 4.4. It is clarified and agreed that LAPAM may, at its sole discretion, deliver some of the services detailed in the Tender to any other Agency, and that LAPAM does not directly and/or indirectly undertake that the Services detailed in the Tender or in any Invitation For Bids will be performed by a single Agency.
- 4.5. At any time, LAPAM may engage an Agency or any other supplier to perform services of the kind detailed in Section 2 of the Tender not through the Tender, at its sole discretion, in the most advantageous manner to LAPAM under the circumstances, provided that engagement with the said supplier is exempt of mandatory Tender under any applicable law.
- 4.6. LAPAM may, at any stage, terminate the Agreements with the Framework Agencies or any Successful Bidder following an Invitation For Bids, subject to a written notice. In such case, every Successful Bidder will be entitled for compensation for the services performed up to the stage in which such notice was issued.
- 4.7. Notwithstanding the abovementioned, it is clarified and agreed that LAPAM may disqualify a Framework Agency from participating in an Invitation For Bids, due to a negative opinion or experience regarding the provision of services specified in the Tender.

#### **5. Invitation for Bids**

- 5.1. LAPAM's Tender Committee will issue an Invitation For Bids to all Framework Agencies, to select the winning Agency, according to the terms and conditions of the Invitation.
- 5.2. The winning Agency will enter a one-year contract, with LAPAM having the option to extend the contract, at its sole discretion and according to LAPAM's needs, for additional periods of up to one year each, provided that the total engagement term does not exceed five years.
- 5.3. The winning Agency will be required to submit a Performance Guarantee and

an Insurance Certificate according to the terms and conditions of the Invitation For Bids.

- 5.4. In the event that LAPAM will decide not to extend the engagement period with the winning Agency, the Tender Committee may issue a new Invitation For Bids to all Framework Agencies.
- 5.5. Without derogating from the foregoing, the Tender Committee may, during the engagement period with the Framework Agencies, issue additional Invitations For Bids to perform services specified in the Tender.
- 5.6. Such Invitations may include services in a specific country and/or continent, execution of a unique or specific activity and any other matter that the Tender Committee deems fit, at its sole discretion.
- 5.7. A contract signed following an Invitation For Bids will remain valid even if the Framework Agreement with the Agency is not validated and/or if a new Tender will be issued for the Services specified in the Tender, and LAPAM may extend the period of the contract with the winning Agency of such Invitation For Bids, in accordance with the terms of the contract.

## **6. Conflict of Interest**

- 6.1. The Agency declares and undertakes it is not under any Conflict of Interest between the services it currently provides and services required by LAPAM and The Ministry under the Tender, and it will not have any Conflict of Interest during the term of engagement between the parties and in the course of three months following the engagement termination.
- 6.2. LAPAM may terminate the Agreement with the Agency if it deems to have potential for a Conflict of Interest. LAPAM may also reach an arrangement with the Agency in order to prevent Conflicts of Interest, all according to its sole discretion.

## **7. Remedies**

- 7.1. Where the Agency failed to comply with any of its undertakings herein for any reason, or where LAPAM learned that the Agency is expected to violate this Agreement, LAPAM may, at its sole and absolute discretion, terminate the provision of Services at once, and perform the Services independently and/or through another supplier on the Agency's expense by reducing the Consideration, and without derogating from LAPAM's rights to compensation and/or indemnification and/or other rights available to LAPAM by this Agreement and by any applicable law.
- 7.2. LAPAM may also be entitled to remedies whenever the Agency fails to meet its undertakings by this Agreement and/or the Tender documents for any reason, and will be entitled to any legal relief or remedy under the Contract Law (Remedies for Breach of Contract) 5731-1970 and the law.
- 7.3. The remedies granted to LAPAM are cumulative and this Agreement may not deny LAPAM's right of set-off, compensation, indemnification or any other relief under law or Agreement.

## **8. Assignment of Rights**

- 8.1. The Agency may not transfer and/or assign its rights and/or obligations under this Agreement, in whole or in part, to any third party, without prior written consent of LAPAM.
- 8.2. Without derogating from the foregoing, LAPAM may, at its sole discretion, permit the transferring and/or assignment of rights and/or obligations of the Agency according to this Agreement or an Agreement signed following an Invitation For Bids, to a third party that is legally affiliated to the Agency, such as a parent company, subsidiary, fellow subsidiary, related company, target company / absorbing company in merger, acquisition or partial acquisition (including activity acquisition), department inside a company, or any other legal affiliation.
- 8.3. In case transferring and/or assignment of the Agreement to a third party is permitted, according to this Section, the third party may be required, as a condition to such transferring and/or assignment, to sign a new Agreement with LAPAM.
- 8.4. The Agency shall not, without the prior written consent of LAPAM, sub-let the performance of the Services under this Agreement to any sub-contractor or sub-company.
- 8.5. LAPAM shall have the right to assign its rights and obligations under this Agreement, in whole or in part, to any Israel Government entity, which LAPAM may, at its sole discretion, appoint for the purposes of this Agreement.

## **9. Waiver**

No waiver, discount, failure to act or extension on LAPAM's part will be deemed a waiver of LAPAM on any right under this Agreement, and will not be used to deny claim by LAPAM, unless such waiver was made explicitly in writing by LAPAM's authorized signatories.

## **10. Consideration**

- 10.1. This Framework Agreement does not entitle the Agency to any Consideration whatsoever, and the Agency will only be entitled to Consideration following an Invitation For Bids won by the Agency, according to the terms and conditions of the Invitation and according to the Agency's price quote in the Invitation For Bids it has won ("**The Consideration**").
- 10.2. Any Consideration will not include VAT and will be the full, final and absolute consideration owing to the Agency. As clarified hereunder, except payment of the Consideration the Agency will not be entitled to any payment or other benefit for providing the Services, including payments for phone, post, shipping, photos, prints, fax, travel, accommodation and dining, etc.
- 10.3. To clarify, the Consideration embodies all costs involved in performing the Services, including one-time costs the Agency bore.

- 10.4. At the end of each month the Agency will submit invoices for payment together with a report detailing the Services performed in the preceding month. All payments will be made directly to the Agency's bank account via wire transfer.
- 10.5. The invoices must be issued in Euros, USD or GBP. Invoices issued in other currencies will not be paid.
- 10.6. Invoices must be submitted with copies of the vendors' invoices attached. The Agency's invoices should be sent by post to LAPAM's offices in Tel Aviv. It should be clarified LAPAM must receive original copies of the invoices. E-mailed invoices would not suffice.
- 10.7. Invoices should reach LAPAM's offices no later than the 25th of each month, in order to make it in time for the monthly wire. LAPAM will pay invoices for completed and approved work within 45 days from receipt in LAPAM's offices.
- 10.8. To clarify, consideration will only be paid after full performance of the service, to LAPAM's satisfaction.
- 10.9. Submissions for payment should include, alongside with copies of the vendors' invoices, the following:
  - Print: the media rate card, original media tear sheets;
  - Radio or Online: invoicing should include a complete list of hits / radio spots / impressions / clicks (including days/day parts).
  - Outdoor: Invoicing should include number of placements, locations, dates or periods of placements.
- 10.10. In case of campaigns that last for several months, the Agency would be able to send LAPAM monthly invoices which reflect the relative parts of the campaigns that were already executed. These monthly invoices would be paid in accordance with the terms detailed in Sections 10.8 and 10.10. The final invoices for the campaigns would be submitted to LAPAM after the campaigns end.
- 10.11. The payment rules detailed above are subject to the instructions of the Accountant General in the Ministry of Finance as published from time to time.

## **11. Miscellaneous**

- 11.1. This Agreement nullifies and revokes prior Agreements, consent, relationships and negotiations between the Agency on the first part and LAPAM on the other part made prior to its execution.
- 11.2. The Agency's contacts for performing this Agreement are: \_\_\_\_\_
- 11.3. LAPAM's contacts: Mr. Guy Getz or anyone appointed in his stead by the LAPAM Director.
- 11.4. No change to the terms and conditions of this Agreement will be effective unless made with the consent of the parties and in writing.

- 11.5. This Agreement shall be governed and construed in accordance with the laws of the State of Israel only, without regard to its conflict of law rules.
- 11.6. The applicable court in Tel Aviv shall have the sole jurisdiction over all matters and all disputes arising in connection with this Agreement or the Tender Process.
- 11.7. The addresses of the parties are as detailed in the Preamble herein.
- 11.8. Notices sent from one party to the other will be deemed to have been received within 72 hours from postage.

**IN WITNESS THEREOF, the parties hereby signed and executed this Agreement:**

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**LAPAM**

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**The Agency**

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**LAPAM**

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**The Agency**