

**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**

Answers to Clarification Questions

Clarification No.	Section (reference to the relevant Section in Tender Document)	Subject	Clarification/ Question	Answer
1	1.1.6	Digital Requirements	What specific services in digital might be required at some point in the future?	At this point, we cannot estimate which services will be required, if any.
2	1.21	Markets	Please can you list all of the countries? There are 17 in Europe, but only Russia and the UK mentioned	Germany, France, Italy, Spain, The Netherlands, Poland, Romania, Ukraine, Sweden, Denmark, Finland, Czech Republic, Hungary, Austria, Switzerland, Russia, UK.
3	1.21	Markets	Does each country have a client team that the agency will need to interact with?	No.
4	1.3.4.3	Performance Guarantee	Please can you provide more details as to what will be required?	The winning Agency in the Invitation For Bids will be required to submit a performance guarantee. It is expected that the required amount will not exceed 250,000 Euros, and that the performance guarantee will be issued by a bank. The full and binding terms will be specified in the Invitation For Bids.
5	1.3.4.3	Performance Guarantee	Please can you provide some more details around your expectations in terms of the performance guarantee referenced in 1.3.4.3?	See answer to question no. 4.

6	2.23	Language	Please clarify which documents provided as part of this process will and will not be written in Hebrew?	All Tender documents will be in English, including the RFP documents and the Invitation For Bids. Protocols of the Tender Committee will be in Hebrew.
7	3.3.1	Consulting	Would these services be delivered to the Central Team or the markets or both?	The Central Team.
8	3.4.1	Creative advertising and other services	Is the appointed media agency expected to deliver these services or work and manage an agency to deliver the services on behalf of LAPAM?	Depends on the circumstances.
9	3.4.1.3	OTA's	Please can you provide a list of OTA's?	We don't find the required information to be relevant for the Tender Process.
10	3.5.1	Central Team	Is there a preferred location for the Central Team?	A central city in Europe, that has direct flights to Israel.
11	3.5.1	Central Team	While it is clear that the agency's central team should be located in Europe, our agency in Israel is an integral part of the worldwide network and as such can potentially be part of the team servicing the client to provide added accessibility and convenience (given the different time-zones and geographies that need to be covered). As long as the central team sits in Europe as per the Tender's requirements is it possible to also have one of the team member's here in Israel?	The Team Manager and the three Team Members must be located in Europe (including the UK). If the winning Agency will be interested in adding a fourth Team Member, who will be located in Israel, such request will be considered. It should be clarified that this issue will not be relevant to the Tender Process, and there will be no advantage to any Agency who is capable to assign a Team Member located in Israel.
12	4.1	Framework Agreement	Is the expectation that the selected agency to provide services to LAPAM will sign a further contract or set of agreed terms over and above the Framework Agreement?	Yes. The agreement with the selected Agency will be attached to the Invitation For Bids (Stage 3).
13	4.5	Termination period	Is a 30 day termination period negotiable?	Given the fact the Framework Agreement 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, the answer is no.
14	6.4	Agency profile	Are there any guidelines on the format of the response to Q6.4, including length of response?	There are no guidelines other than those specified in the Section, and no limitation as to the length. However, it is expected that the Agency profile will be reasonable and proportionate in respect to its length.
15	6.5	Valid Certification of Incorporation	We understand this certification as a declaration by the directors of our Holding company that [Agency's name] belongs to the Holding. A certain format or layout is not required. Is this assumption correct?	No. This Section requires the document of incorporation – the corporate registration of the company.
16	6.6	Financial Statement for the years 2018 and 2019	Unfortunately, the Billings 2019 have not been published by Recma yet. For this reason, can we submit our Billings forecast for 2019?	Section 6.6 required submission of the Financial Statements (a requirement which had been nullified in the answer to question no. 17), not the media billing data. In respect to Appendix C, it will be acceptable to submit 2019 billing forecast only if the 2018 media billings comply with the Pre-Qualification requirement set in Section 5.6.
17	6.7	Financial statements	As a listed group [Holding company name] results are already in the public domain. What are the expectations regarding the disclosure of financial statements?	Due to different operation models and incorporation methods of the companies in the market, the Tender Committee hereby amend Section 6.7 to the Tender, as well as Appendix A, Appendix C and the Checklist, and <u>nullifies the requirement to submit the Bidder's Financial Statements.</u>

				<p>Instead, the Bidders will be required to submit a <u>Certification / Report from the Statutory Auditor or CPA</u> regarding the Bidder's compliance with the Mandatory Requirement of Section 5.6.</p> <p><u>The attention of the Participants is drawn to the amendments made to the Tender and its Appendices.</u></p>
18	9.1	Conflict of Interest	Can you please provide a definition of the defined term "Conflict of Interest"?	This question cannot be answered in an unequivocal manner, as a "conflict of interest" depends on the specific circumstances.
19	9.8, 9.9, 9.11 To the Framework Agreement	Payment Terms	We purchase media on a clients behalf which is part of a campaign. These campaigns may last for a number of months but we have an obligation to pay media owners on a monthly basis. 9.8 would suggest 45 days payment terms but this is contradicted by 9.9 and 9.10 which states that the 45 days does not start until the campaign has been fully reported. Such final campaign reporting on a multi month campaign may not occur until well outside of this 45 days. For the avoidance of doubt, we would like to be reassured that monthly invoices will be paid within the stated 45 days and not at the completion of all campaigns. We understand that you are under no obligation to respond. If we don't get a response we will assume this to mean that 45 day payment terms means 45 day payment terms from the date at which the invoice is received.	<p>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 9.8 and 9.10. The final invoices for the campaigns would be submitted to LAPAM after the campaigns end.</p> <p><u>The attention of the Participants is drawn to the amendments made to the Framework Agreement (Section 10.10)</u></p>
20	11.1	Exclusivity	Can The Agency pitch for exclusivity?	The Invitation For Bids will result in the selection of one Agency. The necessity of future Invitation For Bids are

				subject to the discretion of LAPAM and the Ministry.
21	13.1	Submissions	Is this stating that Eligible Participants' or Framework Agencies' submissions will be shared with non-selected participants on their request?	Yes, in accordance with the provisions of Sections 13 & 14 to the Tender.
22	Page 30	Checklist	Please may you confirm whether the Clarification Questions Document mentioned in the checklist on Page 30 is to be published as part of this Tender?	This is the Answers to clarification questions document, and it must be signed by the Bidder and attached to the Pre-Qualification submission, as specified in Section 6 to the Tender.
23	Appendix B		Does the Appendix B also have to be signed by the authorities of Bidder separately?	No.
24	Appendix C		All requested figures under 2. & 4. are related to the submitting Agency (in our case [participating Agency Name]) and not to the Global [Holding] Group figures. Is that correct?	Yes.
25	Appendix D	Framework Agreement	Is appendix D the totality of proposed terms for media services or just terms for participation in the pitch? What is the process for providing comments to include specific terms relevant to media services?"	Appendix D is the Framework Agreement to be signed with the Eligible Participants. The winning Agency in the Invitation For Bids will sign another Agreement, a copy of which will be attached to the Invitation For Bids (stage 3). Requests in relation to specific terms can be submitted as part of the RFP process (regarding the Framework Agreement) or the Invitation For Bids process.
26	Appendix D - 9	Invoicing Process	The invoicing process and requirements outlined in section 9 of the framework agreement may not always be readily available at that level of detail, or aligned to	Requests to amend the Framework Agreement can be submitted as part of the RFP process (stage 2).

			local market practice. Is there flexibility on this process to enable a more efficient way of working?	
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